BGSU®
BOWLING GREEN STATE UNIVERSITY
Office of Residence Life
Division of Student Affairs

On-Campus Housing and Dining Agreement
2015-16 Academic Year
Students who are under 18

The On-Campus Housing and Dining Agreement is a legal and binding document between the Student (and parent/legal guardian when the Student is under the age of 18) and the University. Please read this document carefully.

If the Student is under the age of 18 after August 24, 2015, the parent or legal guardian must print this first page, sign and return to the Office of Residence Life, Bowling Green State University, Bowling Green, OH 43403.

_____
Student's Name

_____
Student's ID#

_____
Parent or Legal Guardian's Name (Print)

_____
Signature of Parent or Legal Guardian Date

ON-CAMPUS HOUSING AND DINING AGREEMENT
2015-2016 ACADEMIC YEAR

The On-Campus Housing and Dining Agreement is a legal and binding document between the Student (and parent/legal guardian when the Student is under the age of 18) and the University. Before agreeing to the terms contained herein (electronically), please carefully read this document.

BOWLING GREEN STATE UNIVERSITY ON-CAMPUS RESIDENCY REQUIREMENT

The Bowling Green State University Board of Trustees has set a requirement for two years of residency in University Housing subject to the following exceptions:

1. The Student will complete four semesters of on-campus residency as of August 24, 2015;
2. The Student will be commuting daily from the permanent home address of their parent(s) or legal guardian(s) within a 50-mile driving radius of BGSU;
    a. Please note that the Office of Residence Life considers the permanent home address of the Student's parent(s) or legal guardian(s) to be the address of record on file with federal, state and local tax agencies and where a minimum of one of the Student's parent(s) or legal guardian(s) reside;
    b. Students who qualify to reside off-campus under this clause do not need to request housing. Please note that providing false information to the University is a violation of the student Code of Conduct;
3. The Student will attain junior level status as of August 24, 2015;
4. The Student will be 20 years of age as of August 24, 2015;
5. The Student is married (proof of marriage required);
6. The Student is a parent with custodial care responsibilities (proof of custodial care required);
7. The Student will fulfill one of the requirements to be considered an independent student (as determined by the Office of Financial Aid) as of August 24, 2015;
8. The Student will complete 12 months of consecutive active military service as of August 24, 2015;
9. The Student is transferring to BGSU, has been out of high school for a minimum of two years, and has completed at least 12 credit hours at an accredited institution of higher education post high school graduation.

A. PARTIES TO AGREEMENT

This License Agreement (Agreement) is between Bowling Green State University, hereinafter referred to as the University, on behalf of the Office of Residence Life and University Dining Services, and the individual receiving the offer, hereinafter referred to as the Student and parent/legal guardian when the Student is under the age of 18.

B. ON-CAMPUS HOUSING AGREEMENT OFFER

The delivery of this Agreement by Bowling Green State University's Office of Residence Life and University Dining Services to the Student named constitutes an offer of accommodations and services in a University residence under the terms and conditions described herein. This offer is contingent upon its acceptance (either in writing or electronically) by the Student and upon availability of space in a University residence.

C. CANCELLATIONS & WITHDRAWAL/FORFEITURE SCHEDULE

If a Student finds he/she will be **1)** unable to attend the University, **2)** has decided not to reside on campus ***and*** is eligible to live in off-campus housing or **3)** commute from home according to the On-Campus Residency Requirement, he/she should immediately notify the Office of Residence Life to minimize financial loss.

It is hereby agreed that the forfeiture schedule set forth in this Agreement shall be applied in the event that the Student decides not to reside on-campus and cancels prior to occupancy or withdraws from the University before or after occupancy. This forfeiture schedule will be applied for the full academic year. The amount indicated shall be retained by the University as forfeiture.

FORFEITURE SCHEDULE

The University **will retain as forfeiture** according to the following schedule:

Fall Semester

On or before June 1, 2015	No Forfeiture
June 2, 2015-August 23, 2015	$200.00
August 24, 2015-August 30, 2015	10% of Housing Rate for Fall Semester
August 31, 2015-September 6, 2015	20% of Housing Rate for Fall Semester
September 7, 2015-September 13, 2015	40% of Housing Rate for Fall Semester
September 14, 2015-September 20, 2015	60% of Housing Rate for Fall Semester
On or after September 21, 2015	Full Forfeiture of Housing Rate for Fall Semester

Spring Semester

On or before December 1, 2015	No Forfeiture
December 2, 2015-January 10, 2016	$200.00
January 11, 2016- January 17, 2016	10% of Housing Rate for Spring Semester
January 18, 2016-January 24, 2016	20% of Housing Rate for Spring Semester
January 25, 2016-January 31, 2016	40% of Housing Rate for Spring Semester
February 1, 2016-February 7, 2016	60% of Housing Rate for Spring Semester
On or after February 8, 2016	Full Forfeiture of Housing Rate for Spring Semester

Cancellation of Spring Housing (with exception to Centennial and Falcon Heights Halls)

As indicated in Section F, a Student living on-campus for the Fall Semester is obligated to reside on-campus for the remainder of the year, so long as he or she is duly enrolled at Bowling Green State University subject to the following exceptions for release:

1. Academic withdrawal / dismissal from BGSU.
2. Graduation from BGSU.
3. Other: Medical or Financial Hardship.
4. Marriage before the end of the second week of Spring Semester classes.
5. Participation in an academic program that requires the Student to commute to an off-site location beyond the approved commuting distance (50 miles) to Bowling Green, OH.

Legitimate cancellations for the Spring Semester will be processed without penalty providing they are filed with the Office of Residence Life prior to the cut-off dates as outlined in the Forfeiture Schedule.

Cancellation of Spring Housing for Centennial and Falcon Heights Halls

As indicated in Section F, a Student living on-campus beginning with the Fall Semester is obligated to reside on-campus for the entire academic year (fall and spring semester), so long as he or she is duly enrolled at Bowling Green State University subject to the following exceptions for release:

1. Academic withdrawal / dismissal from BGSU.
2. Graduation from BGSU.
3. Other: Medical or Financial Hardship.

4. Substitution of another student. This License Agreement may not be assigned ("sublet"). Any attempted assignment shall be void and shall not operate to release Student from Student's obligations under this Agreement. If Student continues to be registered at University, has obtained Junior status as of August 24, 2015 and obtains prior written approval from the University, Student may be released from this License Agreement by finding another qualified student to occupy the assigned room. Substitution of another student is subject to approval by University, which has sole discretion in this matter. If University approves the proposed new student, University may enter into a License Agreement directly with the new student, and Student may be released from his or her further obligations under this Agreement, except that Student will forfeit his/her initial payment.

D. ELIGIBILITY

The Student agrees to be enrolled at Bowling Green State University or approved affiliated programs and remains enrolled, for academic credit during the duration of this Agreement. Dropping to half-time or part-time enrollment status does not terminate this Agreement.

E. CHOICE OF LAW

This Agreement shall be construed in accordance with the laws of the State of Ohio, regardless of the place of execution. Any legal action arising pursuant to this Agreement shall be brought in a court of competent jurisdiction in the State of Ohio.

F. SERVICE PERIOD

The University offers to furnish a room and meal plan service to the Student for the full academic year. This full academic year Agreement for all BGSU residences includes the fall semester, spring semester (or balances therein) and excludes Thanksgiving Break, Winter Break and Spring Break. Based on availability, the University may offer housing options over break periods for Students on a request basis in designated buildings. Charges for break housing will appear separately as a fee on the Student's Bursar bill.

HOUSING TERMS

G. INITIAL HOUSING PAYMENT

All entering and current Students must remit a $200 Initial Housing Payment prior to reserving or selecting a space in a University residence for Fall semester. After serving the purpose of reserving space, the $200 will be applied to the balance of housing fees after the Office of the Bursar begins Fall fee assessment.

H. HOUSING RATES

University housing rates are adjusted annually by the Board of Trustees. The rates are for housing only and do not include the cost of a meal plan. The 2015-16 academic year room rates and board rates will be approved by the Board of Trustees by June 2015. Rates are subject to change and may be found on the Office of Residence Life website. Specific room and meal plan charges will be reflected on the Student's Bursar bill which will be electronically posted by the Office of the Bursar beginning in July. The University Board of Trustees reserves the right to change or modify the room rates outlined herein as economic conditions warrant.

I. EXECUTION OF AGREEMENT

It is agreed that this Agreement is duly executed upon receipt of payment by the Office of the Bursar for room, and meal plan (as applicable) accommodations and constitutes a binding Agreement between the University and Student.

J. PAYMENT OF STUDENT FEES

By agreeing to the terms of the Agreement, the Student agrees to accept room and meal plan and pay the applicable fees in accordance with the scheduled due dates as posted by the Office of the Bursar. Non-occupancy of assigned space does not terminate this Agreement, and the appropriate charges under this Agreement will continue. Students must pay the full amount of all fees on their Bursar account by the posted due date or enroll in an Installment Payment Plan option available through the Office of the Bursar.

Fees not paid by the due date may result in one or more of the following actions being taken against the Student by the University:

1. Postponement of scheduled check-in time;
2. Suspension of access to University residence and dining facilities;
3. Termination of Agreement (see Section L).

K. OCCUPANCY

Occupancy occurs when a Student is issued a key for his/her room assignment. Actual physical occupancy of the room by the Student and/or placement of Student's possessions within the room is not necessary to constitute occupancy. It is the responsibility of all Students to fulfill occupancy expectations by Tuesday of the first week of classes. Once a Student fulfills occupancy, he/she may not cancel his/her Agreement for the purpose of residing off-campus. Failure to establish occupancy may result in termination of this Agreement and subsequent cancellation of enrollment.

L. TERMINATION OF AGREEMENT BY THE UNIVERSITY

The University may terminate this Agreement at any time if the University determines that:

1. The Student is delinquent in his/her tuition, housing, dining or other fees or any part thereof;

2. The Student fails to respect the rights of fellow residents by creating an atmosphere which is not conducive to the successful pursuit of an academic degree or engages in disruptive, dangerous or excessively noisy behavior, or behavior which intimidates or harasses other people or interferes with the quiet enjoyment of the premises by residents and guests;

3. The Student has misrepresented himself/herself to the University;

4. The Student has violated any term of this Agreement or violated any University rule, regulation or policy, including but not limited to the BGSU Undergraduate Catalog, the Student Handbook, and Community Living Standards;

5. The Student is no longer enrolled and/or is no longer eligible for enrollment at Bowling Green State University or approved affiliated programs.

The University may terminate this Agreement for any of the above reasons upon giving the Student seven (7) days written notice. The notice shall state the reason for termination and the date of termination, which must be at least seven (7) days after serving the notice. After the date of termination, the University shall be entitled, without further notice, to enter the assigned room and repossess the same, and to remove the Student and Student's property.

In the event this Agreement is terminated in accordance with the provisions of this section, the Student shall be required to immediately surrender the assigned room and all University owned property to the University under the same terms and conditions as would apply under this Agreement if the surrender were to take place at the completion of this Agreement.

Notwithstanding the provisions in this section, the University specifically reserves the right to immediately remove any individual from a University residence if the University, in its sole discretion, determines that the individual presents an immediate danger to himself/herself or others.

M. COMMUNICATION

The Office of Residence Life will make every attempt to communicate with Students as needed either by email or phone. The email of record for the Office of Residence Life is the Student's BGSU email address. The phone number of record is the phone number associated with the Student's official University record.

N. NONDISCRIMINATION

Bowling Green State University is committed to equal opportunity for Students in employment and education, and does not discriminate on the basis of race, sex, gender identity, gender expression, sexual orientation, color, national origin, ancestry, religion, age, marital status, disability, military status, or veteran status as identified and defined by law. . As such, the University agrees to make assignments without discrimination and to avoid changes of original assignments for reasons of race, sex, gender identity, gender expression, sexual orientation, color, national origin, ancestry, religion, age, marital status, disability, military status, or veteran status as identified and defined by law.

O. ASSIGNMENTS

The Student agrees to provide the University with the information and preferences requested on the "My Room & Meals" Preference page for the purpose of hall, room and roommate assignment. The University agrees to consider the information and preferences submitted by the Student. However, no guarantee of a specific assignment is implied. At this time, housing assignments are only available for single students with single sex roommates. The Student agrees to observe the hall/room change procedures established by the University and to have prior written approval from an authorized University official before making a change of hall and/or room assignment. If a vacancy occurs in the assigned room, the remaining Student(s) agrees to keep appropriate space for roommate(s) available and clean at all times and to accept other roommate(s) as assigned at any time. The Student agrees that upon acceptance to a special program (such as a Residential Learning Community), he or she will participate in the program requirements or move to another residence upon the request of the University. At the opening of fall and spring semesters and at times of unanticipated over enrollment, the Student may be assigned to temporary or over-assigned housing space. These assignments will be charged at the standard room and meal rates as indicated in this Agreement. The University will take reasonable steps to ensure that such assignments are as brief in duration as possible.

P. REASSIGNMENT

Rooms are subject to reassignment at any time. The Student understands and accepts that the University may alter the Student's assignment (before or during occupancy) for any or no reason, including, but not limited to, Americans with Disabilities Act (ADA) compliance, disciplinary reasons, catastrophe, room or room services condition, renovation or closing of a facility, consolidation of vacancies, unavailability of space, violation of specific living area environment, irresolvable incompatibility of roommates, and/or unpaid Housing and Dining Services fees.

Q. SPECIAL NEEDS

The Student understands inquiries for disability-related housing accommodations should be made to Disability Services; 38 College Park; Bowling Green, OH 43403 by no later than May 31, 2015 for arriving Fall semester Students and November 30, 2015 for arriving Spring semester Students. Current Students are expected to renew their status with Disability Services on an annual basis prior to the beginning of the housing sign-up process. Upon review of the Student's documentation, Disability Services will make a recommendation to the Office of Residence Life regarding the Student's needs.

R. CARE OF FACILITIES

The Student agrees to be directly and financially responsible for keeping the assigned room and its furnishings clean and free from damage, to cooperate with roommates in the common protection of property and in maintenance of the living space, and to advise the University of any deteriorated conditions of the room or its furnishings so timely repairs can be made. The Student agrees to use public

areas, residential corridors and rooms, and equipment and furnishings in a careful and proper manner, to contribute to the orderliness and cleanliness of all areas, to cooperate in the common protection of property, and to advise the University of any deteriorated or hazardous conditions so timely repairs can be made. The Student agrees to pay charges when assessed for common area damages or special housekeeping or maintenance services necessary due to misuse or abuse of facilities or equipment for which the Student is determined to be responsible, or to pay an equal portion of charges assessed to all Students of a corridor, or residence hall, or dining facility when those responsible cannot be identified by the hall staff or the responsible individuals fail to assume the charges.

S. MAINTENANCE

The University agrees to make all necessary repairs and perform maintenance in the residence hall and the Student's room by authorized personnel. Repairs will be made to the room and University furnishings upon request or in accordance with routine schedules. Temporary inconvenience caused by malfunction of mechanical, electrical systems, or any other component of the residence does not warrant a refund.

T. PERSONAL PROPERTY AND INSURANCE

The University cannot assume responsibility for loss or damage from any cause to the personal property of the Student, nor will the University assume responsibility for any liability, personal or property for the Student. It is strongly encouraged that the Student has insurance for protection against such losses.

U. ROOM ENTRY

University officials, including Office of Residence Life staff members, are authorized to enter, search and/or inspect Student rooms, suites, and public rooms in the residence halls, campus sponsored apartments and small group living units. There are three occasions when room entry may be especially necessary:

1. Room Inspections - Routine and mandated inspections may be necessary to verify the following: acceptable standards of safety and hygiene, observance of University residence policies and procedures, University regulations and requirements of public law, and maintenance and repair of equipment. The time and date for building inspections will be posted a minimum of 24 hours in advance.
2. Room Searches - Searches of Student rooms by University officials shall be authorized and conducted under one or more of the following conditions:
    a. By the consent of the occupants of the room;
    b. By warrant issued by an appropriate legal body/agent;
    c. Upon reasonable cause to believe that there is a violation of the Code of Student Conduct, the Ohio Revised Code, or the Community Living Standards.
3. Performance of Duty - University officials reserve the right to enter a Student room/suite/apartment, locked or unlocked, at any time it is deemed necessary for immediate resolution of policy violations, addressing a disruption, maintenance problems, illness, hazards and other similar emergencies or potential crises.

V. BEHAVIOR & CONDUCT

The Student agrees to read and observe all published rules affecting his or her status with the University. Specifically included are the BGSU Undergraduate Catalog, the Student Handbook, Community Living Standards and terms of this Agreement.

W. DISCLOSURE OF CRIMINAL CONVICTION

The Student must notify the Office of Residence Life in writing if he/she has ever been convicted of a felony, (the term conviction will be interpreted broadly and will include pleas of no contest, deferred adjudications, withheld judgments and similar dispositions). The Student must provide the Office of Residence Life a statement with a complete description of his/her actions and full details of the charges/conviction/sanctions against him/her. Failure to notify the Office of Residence Life of a felony conviction, prior to University housing occupancy or immediately upon conviction of a felony during University housing occupancy may be grounds for denial of, or immediate removal from, University housing.

Once the Office of Residence Life has been notified by a Student that he/she has been convicted of a felony, the matter will be reviewed. The University shall at all times have the right to determine residency eligibility.

DINING SERVICES TERMS

A. DINING SERVICES OVERVIEW

1. Each semester all students assigned to residence halls must purchase a meal plan, regardless of any remaining balance that may have been eligible to carry forward from a previous semester (currently only from the Fall to the Spring semester).
2. Value can only be added to current semester plans in swipes and/or Falcon dollars. Minimum Falcon Dollar purchase is $50.00. Funds may be added at any time through the Dine On Campus website at http://www.dineoncampus.com/BGSU/ or at the Office of the Bursar.
3. Students may not transfer swipes or Falcon Dollars from one student's meal plan account to another.
4. Meal Plans are offered at three different price points – Gold, Silver, or Bronze and include up to two components: 1) swipes to be used at Carillon Place and The Oaks, and/or 2) Falcon Dollars which can be used at all retail venues including All-You-Care-To-Eat dining centers. A traditional plan includes ALL swipes with a pre-set number of swipes per week. A custom plan includes a

combination of pre-set amounts of Falcon Dollars, good for the entire academic year, and swipes which expire at the end of each semester. A retail plan includes ALL Falcon Dollars. Funds cannot be transferred from swipes to Falcon Dollars.

5. Only the student whose picture is on the BG1 card may use the card.
6. Dining centers close during official University break periods (Thanksgiving, semester and spring breaks).
7. All meal plan balances expire and are forfeited based on the following scenarios:
    a. Weekly for the traditional swipes per Week plan option.
    b. At the end of Fall and Spring terms for the swipes portion of the custom meal plan, and/or,
    c. At the end of the Spring term for Falcon Dollars. Falcon Dollar balances at the end of the Fall term can be used in Spring term. Fall term Falcon Dollar balances remaining at end of Spring term expire and are forfeited.

   No refunds, rebates, or transfers are permitted with meal plan balances at any time.
8. In order to administer technical functions of the meal plan system, meal plan use between semesters may be limited. Please contact University Dining Services for specific dates.

B. MEAL PLAN OPTIONS

University dining rates are adjusted annually by the Board of Trustees. The rates are for dining only and do not include the cost of housing. The 2015-16 academic year room rates and board rates will be approved by the Board of Trustees by June 201**5**. Rates are subject to change and may be found on the BGSU Dining website. Specific room and meal plan charges will be reflected on the Student's Bursar bill which will be electronically posted by the Office of the Bursar beginning in July. The University Board of Trustees reserves the right to change or modify the room rates outlined herein as economic conditions warrant.

C. MEAL PLAN CANCELLATION AND ADJUSTMENT POLICY

All students assigned to residence halls are automatically issued the minimum (Bronze Custom) meal plan each semester if no selection is made. The Room forfeiture schedule will be followed.

1. **Academic Obligations:** Students eligible to adjust their meal plan due to academic obligations away from the campus (e.g. student teaching, internships) are to initiate a request for adjustment through the appropriate college office. The college office will then submit all requests to the University Dining Accounting Office on a Meal Adjustment/Cancellation Form.
2. **Dietary/Medical:** University Dining staff will work with dietitians and other medical providers to follow prescribed medical diets. Therefore, meal plans are only cancelled when it is determined by the director or designee that University Dining is unable to meet a student's prescribed diet.
3. **Meal Plan Changes:** Students changing from one meal plan to another may execute this change at University Dining, dining@bgsu.edu, or the Office of Residence Life no later than the end of the first day of classes. Changes on or after the second day of class or changes that are made between semesters must be made in the University Dining Accounting Office. Meal Plan downgrades must be made prior to the first day of classes; however, during the first week of classes, changes to meal plans may still be made, but will incur a $50 change fee. After the first week of classes, only meal plan upgrades will be processed.
4. **Meal Plan Cancellations:** Full financial credit will only be granted for cancellations prior to the first day of classes and there has been no usage. Thereafter, the maximum adjustable amount will be reduced according to a daily forfeiture schedule. University Dining will use the housing cancellation date or the date of the last meal eaten, whichever is later, as the official date to cancel meal plans. An administrative processing fee of $20.00 will be charged to any meal plan cancellation.