

NAISMITH HALL ROOM & BOARD AGREEMENT 2018-2019

Please read and familiarize yourself with the terms and conditions of this Room & Board Agreement, for the Academic Year 2018-2019 and the Naismith Hall Rules and Regulations for residents living in Naismith Hall. For questions, please contact the Business Office at **Naismith Hall, 1800 Naismith Drive, Lawrence, KS 66045, (785) 843-8559, FAX (785) 842-3991**, or via e-mail to info@naismithhall.com.

Terms and Conditions, and Regulations of the Naismith Hall Room & Board Agreement and Addendum for Academic Year 2018-2019 are as follows:

INTRODUCTION

Naismith Hall strives to provide a residential environment that is both comfortable and conducive to learning and personal growth. Naismith Hall assigns room accommodations without regard to personal characteristics not related to ability, performance, or qualifications as determined by state or federal authorities. Naismith Hall does not discriminate against any person because of age, ancestry, color, disability or handicap, national origin, race, religious creed, sex, sexual orientation, or veteran status.

NAISMITH HALL ROOM & BOARD AGREEMENT

A. Agent Agrees As Follows:

To provide Room & Board and other services to the STUDENT at the prices specified and as indicated in the Room & Board Agreement Addendum, which is incorporated herein by reference, and as limited below, unless sooner terminated as provided for herein.

1. The term "Naismith Hall" shall mean the residence hall located at 1800 Naismith Drive, Lawrence, KS 66045, to where all formal documents and notices are to be sent.
2. The term "AGENT" shall mean The Bromley Group of Companies, Inc., an Illinois corporation acting as the Agent for the owners of Naismith Hall.
3. The term "ADDENDUM" shall mean the Room & Board Agreement Addendum identifying parties and schedule of all charges, payments, guarantees and other related items pertaining to the Agreement. The ADDENDUM must be signed and dated as evidence that the STUDENT and GUARANTOR read, understand and accept the Terms and Conditions of the Room & Board Agreement and the Rules and Regulations of Naismith Hall.
4. The term "STUDENT" shall mean the party identified in the Naismith Hall Room & Board Agreement Addendum entitled to receive the Room & Board accommodations and other services as provided for herein. The pronoun "his" shall also be construed to mean "her" and vice-versa.
5. The term "signature" or "electronic signature" shall mean either one of the following:
 - a. Written or printed name of student, parents or legal guardian on Naismith Hall documents;
 - b. Stamp imprinted name of student, parent or legal guardian on Naismith Hall documents; or,
 - c. The last four digits of the social security identification numbers of the student, parent or legal guardian on Naismith Hall documents as the case may be.
6. The term "University" shall mean the University of Kansas, Lawrence, Kansas, USA.
7. The term "Academic Year" specified in the Naismith Hall Room & Board Agreement Addendum shall mean the period encompassing the "fall" and "spring" semesters commencing with the first day of the "Official Program for New Students" as fixed by the University for each semester and ending with the last day of the official University examinations for each semester. All Room & Board Agreements for accommodations in Naismith Hall are for the entire Academic Year unless otherwise modified, canceled or terminated as provided for herein.
8. The term "Room" shall mean a room accommodation designated by the AGENT and of the type specified and selected by the STUDENT in the Naismith Hall Room & Board Agreement Addendum.
9. The term "Board" shall mean meals provided by the AGENT in accordance with the "board plan" specified and selected by the STUDENT in the Naismith Hall Room & Board Agreement Addendum. All students are required to purchase a board plan.

10. The term "TV" shall mean either local basic cable, satellite, or OTA digital television service access in Naismith Hall, and does not include the premium and/or "pay-per-view" channels.
11. The term "Internet access" shall mean a broadband connection network. This will include rate-limited access to the Internet via a Local Area Network connection in the STUDENT's room.
12. The term "Rules and Regulations for Naismith Hall Residents" shall mean those rules and regulations promulgated by the AGENT.

B. Student Agrees As Follows:

1. To live in the room type with the board plan and other accommodations specified and selected in his/her Naismith Hall Room & Board Agreement Addendum. All STUDENTS of Naismith Hall are required to have a board plan. Failure to pick up a room key does not relieve the STUDENT from the terms and conditions of this Agreement.
2. To pay a \$50 non-refundable processing fee at the time the ADDENDUM is signed. The \$50 processing fee will not be refunded. Please refer to the Contract Cancellation Provisions in Article C., 1.
3. To pay the total amount due hereunder, including all state and local taxes in accordance with one of the payment schedules noted below. All payments are to be sent to Naismith Hall, 1800 Naismith Drive, Lawrence, Kansas 66045 or to wherever else the AGENT may so designate.
 - (a) Option 1: Ten equal installments Starting July 15, 2018 and continuing for the next 10 months ending on April 15, 2019. NO MONTHLY STATEMENTS will be sent to STUDENTS.
 - (b) Option 2: For those STUDENTS receiving financial aid and/or scholarships, the STUDENT may pay the total amount due hereunder in two equal installments, the first due on or before August 31st and the second due on or before January 31st in the Academic Year. In order to be eligible for this payment schedule the STUDENT must remit a \$400 payment, that will be credited to the STUDENT Account, must sign a release form so the Naismith Hall Business Office can communicate with the Financial Aid Office and obtain Financial Aid Information about the STUDENT and provide AGENT with copies of his/her financial aid and/or scholarship award document(s). Note that **Financial Aid is NOT paid directly to Naismith Hall**, it is paid to the STUDENT and it is the Student's responsibility to pay Naismith Hall. Please contact AGENT if you wish this option.
4. Installment payments are to be paid by ACH, money order, personal check drawn on a United States bank, cash, or credit card (with a 3.5% processing fee added). However, should any check or ACH be dishonored or returned by the bank or any other institution for any reason or any credit card used be declined, challenged or charged back, either on a temporary basis or for any reason, STUDENT will pay a fifty dollar (\$50) service charge to AGENT and will pay AGENT the amount of the dishonored ACH, personal check or declined, challenged or charged back credit card charge by money order, certified check or cash within five (5) days of notification by AGENT.
5. Time is of the essence and STUDENT shall pay a late charge of one and one half percent (1.5%) per month of the current balance each month thereafter if any installment is received on or after the due dates.
6. That the AGENT shall not be liable for injury, loss, or damage to person or property occurring within Naismith Hall. STUDENT assumes all risk of loss and hereby does hold AGENT and owner harmless and does indemnify AGENT and owner against loss or damage resulting from any claim for damage of STUDENT's property within Naismith Hall, which may be caused by water leakage, fire, windstorm, explosion, or other cause, or by the act, or omission of any other STUDENT in Naismith Hall.
7. STUDENT agrees to procure and maintain an insurance policy covering their belongings and liability if not covered by their family's homeowner's insurance policy while they are a resident of Naismith Hall. STUDENT agrees to and hereby does indemnify AGENT and owner against loss or damage resulting from any claim or claims asserted against AGENT and owner by any person or persons for loss of or damage to property or injury to persons based upon alleged acts, omissions, or negligence of STUDENT, his agents, or his guests, in or in connection with the use of and/or occupancy in Naismith Hall by STUDENT.
8. To comply with all Federal, State, local and University of Kansas Policies and Regulations Applying to All STUDENTS and the Naismith Hall Rules and Regulations for all STUDENTS and newsletters promulgated by the AGENT, all of which are incorporated herein by reference. The Rules and Regulations may be amended or changed and all rules and regulations, amendments, and changes shall become effective upon promulgation to the STUDENT without prior notice.
9. That STUDENT has no conviction, guilty plea or no-contest plea for any felony, misdemeanor, or gross misdemeanor involving battery; a sexual crime; drug possession; property damage; weapons charges; theft; fraud; or, prostitution. Any criminal record activity that AGENT, in its sole discretion and reasonable judgment, deems harmful or threatening to the health, safety or welfare of any STUDENT or other persons in Naismith Hall shall be grounds for rejection or termination of this Agreement.

10. To take good care of the room and all personal property, furniture, furnishings and equipment supplied to the STUDENT or installed by AGENT; to pay his/her proportionate share of the cost of all damage thereto within five days after demand therefore by the AGENT.
11. That he/she will be enrolled as a **full-time** student at Kansas University and attending classes regularly.
12. To perform and be bound by all the Terms and Conditions of this Agreement, the Room & Board Agreement Addendum and the Rules and Regulations for STUDENTS promulgated by the AGENT, and hereby acknowledge that he/she has read and understands these items and signed the Room & Board Agreement Addendum accordingly.

C. General Conditions

1. Contract Cancellation Provisions

The Naismith Hall Room & Board Agreement Addendum is legally binding and holds the STUDENT to the financial obligations of the entire contract period (Academic Year).

The Agreement may be cancelled by STUDENT only at the following times and under the following conditions, provided that the (i) STUDENT gives written notice to Naismith Hall of his/her election to cancel the Agreement, (ii) such notice specifies the basis of the cancellation, and (iii) such notice is received by Naismith Hall on or before the respective dates set forth below. All cancellation notices **MUST** be in writing and delivered to the "Manager" of Naismith Hall at 1800 Naismith Drive, Lawrence, Kansas 66045 for processing. Verbal notices of cancellation shall not constitute valid notification.

(a) Before the beginning of the Academic Year, the following conditions will apply for the cancellation and settlement of the Naismith Hall Room & Board Agreement:

- (1) A request for cancellation of the Agreement will be approved and full refund will be made provided STUDENT is denied permission to enroll in the University, except for reasons of discipline, or is advised by the University Health Service or his college dean's office not to enroll and this fact is validated to the AGENT's satisfaction.
- (2) If a request for cancellation of the Agreement is received on or after March 1st the Agreement will be cancelled based upon a financial settlement whereby the STUDENT pays the AGENT 15% of the total contract charges for the Academic Year, as established by the Agreement.
- (3) If request is received after May 1st the agreement will be cancelled based upon a financial settlement whereby the student pays the AGENT 25% of the total contract charges for the Academic Year, as established by the Agreement.
- (4) If request is received after August 1st the agreement will be cancelled based upon a financial settlement whereby the student the pays the AGENT 50% of the total contract charges for the Academic Year, as established by the Agreement.

(b) After the beginning of the Academic Year, the following conditions will apply for the settlement and cancellation of this Agreement:

- (1) If the STUDENT desires to terminate their contract from Naismith Hall for any reason, the Agreement may be cancelled by the STUDENT by so notifying the AGENT in writing and paying the AGENT 100% of the amount due for the Academic Year.

2. STUDENTS are expected to remove personal belongings from rooms within 24 hours after termination of their Agreement. Charges and refunds will be prorated on a weekly basis after the STUDENT's belongings are removed from the room and the student signs the Residence Hall Check-Out Form, obtained from the Business Office. It is the STUDENT'S responsibility to be certain that the check-out form is signed and dated correctly. All charges continue until the STUDENT checks out properly.
3. In the event that any provision hereof with respect to termination or cancellation of the Agreement is contrary to state or local laws, such provision shall be deemed amended to conform to such law and the remaining provisions hereof shall not otherwise be affected thereby. In the event that any provision or part of a provision of this Agreement is held invalid or unenforceable, the other provisions and parts of provisions shall remain in full force and effect.
4. In the event STUDENT is in default under this Agreement and such default is not cured within five (5) days after the AGENT has given written notice thereof to STUDENT, the AGENT shall have the right to terminate this Agreement and STUDENT shall peacefully surrender the room to the AGENT. The AGENT may, without formal demand or further notice of any kind, reenter the room and repossess it by force, summary proceedings, ejections, or otherwise may dispossess STUDENT and remove STUDENT and STUDENT's property therefrom without being liable for any damages therefore. Such termination of this Agreement by the Agent shall not relieve STUDENT of his liability and obligations under this Agreement, and such liability and obligation shall survive such termination; provided however, in the event of such termination, the STUDENT shall be liable to the AGENT for the

payment of one hundred percent (100%) of the remaining charges due under this Agreement. Default on the part of STUDENT shall include, but not be limited to the following:

- (a) Failure to comply with any of the terms and conditions contained in the Agreement, including any delinquency in the due and punctual payments of any charges or other payment required hereunder for more than fifteen (15) days after the date such payment is due;
 - (b) Maintaining a nuisance within Naismith Hall;
 - (c) Disorderly or illegal behavior (including illegal gambling of any sort), possession or sale of firearms, explosives, weapons, alcoholic beverages, hazardous or illegal substances, drugs, or chemicals deemed dangerous in nature by Naismith Hall on the part of the STUDENT or the STUDENT's guests;
 - (d) Inability or refusal on the part of STUDENT to adjust to the concept and requirements of living in a STUDENT residence environment as solely determined by the AGENT;
 - (e) Violation of any Rules and Regulations established for STUDENTS of Naismith Hall as promulgated by the AGENT and/or the University's *Code of Student Rights and Responsibilities*.
5. All parties to this Room & Board Agreement agree that the covenants, conditions and agreements herein contained shall be binding upon, and apply and inure to, their respective heirs, executors, administrators and assigns. This Room & Board Agreement and any and all written endorsements thereupon constitute the entire extent of the Room & Board Agreement between Naismith Hall and the STUDENT. In the event Naismith Hall incurs costs and/or legal expense to enforce the covenants and agreements of this Room & Board Agreement, the STUDENT agrees to reimburse Naismith Hall for all reasonable costs, collection fees and attorney fees.
 6. The STUDENT further agrees that neither this Agreement nor any interest herein may be transferred or assigned or otherwise transferred or disposed of by STUDENT without prior written consent of the AGENT, and any attempted assignment or transfer in contravention of this clause shall be of no effect, without exception. AGENT may withhold its consent to an assignment or transfer for any reason whatsoever.
 7. The STUDENT agrees that his or her signature in the Naismith Hall Agreement Addendum shall be equally valid and binding whether it contains an original signed signature by the STUDENT or a signature sent by the STUDENT by facsimile or other electronic transmission of the STUDENT's signature, as defined by Section A.5.
 8. This Agreement shall be governed by the laws of the State of Kansas, and all suits shall be held in the jurisdiction of Douglas County.
 9. The parties agree that this Agreement **may not be modified or canceled orally by either party**. Any and all changes or amendments to the Agreement must be in the form of a written Room & Board Agreement Amendment, signed by both parties, prepared by the AGENT upon written receipt of a written request from the STUDENT for a change in STUDENT's accommodations in accordance with the terms and conditions contained in this Agreement.
 - 10. AGENT AND STUDENT HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHTS EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION, PROCEEDING, COUNTERCLAIM OR DEFENSE BASED ON THIS AGREEMENT, OR ARISING OUT OF, UNDER OR IN ANY WAY CONNECTED TO THIS AGREEMENT OR THE PREMISES AND RELATED PROPERTY, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO RELATING TO THIS AGREEMENT OR THE PREMISES AND RELATED PROPERTY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR AGENT AND STUDENT ENTERING INTO THIS AGREEMENT.**
 11. The STUDENT agrees that this Agreement constitutes the entire Agreement of the parties hereto and supersedes any prior written or oral agreements that may have been made between the parties hereto.