

~~3359-60-043—Residence hall refunds.~~ **3359-60-04.3 Residence hall refunds.**

- (A) Refund/release and forfeiture policy. A contract for housing accommodations and food services at the university of Akron upon being breached by the student or otherwise terminated by the university of Akron is subject to the following refund provisions.
- (1) A full refund of any prepaid fees including the one hundred fifty dollar deposit and release of other financial liability therefore under the following circumstances:
 - (a) Graduation of the student from the university of Akron.
 - (b) Academic dismissal of the student from the university of Akron.
 - (c) Non-attendance or complete withdrawal by the student from the university of Akron prior to the start of the contract term (except the advance rental payment of one hundred fifty dollars which shall be forfeited). The one hundred fifty dollar deposit will be refunded for new entering students and new transfer students when notification of intent to break contract is received prior to the fifteenth of May for the following fall semester.
 - (d) In the event mandatory or recommended participation in academic programs of the university of Akron requires the student to commute regularly beyond the Akron metropolitan area (i.e., student teaching or co-op assignments).
 - (2) A partial refund of paid room and board fees, except the prepayment fee, once occupancy has been established (e.g., acceptance of room keys and/or signing occupancy document) will be prorated beginning on the date the student officially surrenders use of university housing and returns all appropriate keys (room and apartment keys) to university staff and satisfied university mandated housing separation requirements and procedures under the following circumstances:

- (a) Cancellation of the entire contract term after the start of the fall semester and subsequent spring semester.
 - (b) Cancellation of a single semester contract after the start of that semester.
- (3) A partial refund of paid room and board fees when the student has fulfilled fall semester obligations and breaches the contract for spring semester, except when under any dismissal or suspension. The student shall pay, as administrative fee for breach of the terms of the contract, an amount of \$200.00.
- (4) A ~~The student shall not be liable~~ remain responsible for the full cost of the then-current residence hall contract term for further forfeitures and shall be released of further financial liability beyond the date of termination as per the refund/release and forfeiture policy if the university, in its sole discretion, terminates the contract:
 - (a) For reasons related to the orderly operation of the residence halls, or for reasons relating to the health, physical, or emotional safety and well-being of ~~the student, or for reasons relating to the health and well-being of the persons~~ or property of ~~other~~ students, faculty, staff, or university property.
 - (b) ~~If In the event that~~ the student is dismissed or suspended from the university of Akron for disciplinary reasons in accordance with laws or the rules and regulations of the board of trustees; or, if the student is suspended or placed on terms of disciplinary probation in accordance with laws or the rules and regulations of the board of trustees, whereby such terms of suspension or probation prohibit the student from residing in university housing accommodations.
- (5) Contract cancellations for a current semester received after the 12th week of that semester will be assessed the full semester fees.
- (6) The student is financially responsible for fees incurred through the date of such termination, dismissal, suspension, or probation or

until the student has completed the check-out process with the appropriate university employee, whichever date is later.

- (7) Notice requirements. All notices of intent to break this contract must be submitted in writing to the department of residence life and housing. If the student is under the age of eighteen years, the written notification of termination must be co-signed by the student's parent or legal guardian.

Effective: ~~June 25, 2007~~

Certification: _____
Ted A. Mallo
Secretary
Board of Trustees

Prom. Under: 111.15

Rule Amp.: Ch. 3359

Statutory Authority: Ch. 3359

Prior Effective Dates: Prior to 11/4/77, 8/30/79, 1/30/81, 5/15/82,
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