

**3359-60-04.3      Residence hall refunds and dining plan refunds.**

(A) Refund/release and forfeiture policy. A contract for housing accommodations ~~and~~ or 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) Housing Refunds.

(a) A full refund of any prepaid fees including the one hundred fifty dollar ~~deposit~~ housing accommodations prepayment and release of other financial liability therefore under the following circumstances:

(i) Graduation of the student from the university of Akron.

(ii) Academic dismissal of the student from the university of Akron.

(iii) Non-attendance or complete withdrawal by the student from the university of Akron prior to the start of the contract term (except for one hundred fifty dollars housing accommodations prepayment ~~the advance rental payment of one hundred fifty dollars~~ which shall be forfeited). The one hundred fifty dollar ~~deposit~~ housing accommodations prepayment will be refunded for new entering, transfer and graduate students ~~and new transfer students~~ when notification of intent to break the housing contract is received prior to the fifteenth of May for the following fall semester and the fifteenth day of October for housing contracts initiated for spring semester.

(iv) ~~In the event mandatory~~ Mandatory or recommended participation in academic programs of the university of Akron ~~requires~~ requiring the student to commute regularly beyond the Akron metropolitan area (i.e., student teaching or co-op assignments). Documentation from the university department affiliated with the program is required at the time of cancellation.

(b) 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:~~ Once occupancy has been established (i.e. acceptance of room keys and signing occupancy document) and the student remains enrolled at the university of Akron, the student must petition for contract release and only those students who are able to demonstrate extenuating circumstances will be released from their housing or dining contract.

- ~~(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.~~
- (c) 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 two hundred dollars. Students who are released from the housing contract, either by petition or non-enrollment for the then current term, will be subject to a refund schedule based on a percentage refund from the first day of class through the twenty-eighth calendar day. In addition, if a student is granted release from their housing contract after taking occupancy during the fall term or prior to the twenty-eighth calendar day of the spring term, a cancellation fee of two hundred dollars will apply for housing.
  - (i) Refund policy for housing charges:
    - (a) First day of class through day seven equals ninety per cent refund;
    - (b) Day eight through day fourteen equals eighty per cent refund;
    - (c) Day fifteen through day twenty-one equals sixty per cent refund;
    - (d) Day twenty-two through day twenty-eight equals forty per cent refund; and
    - (e) Day twenty-nine or after equals zero per cent refund.
  - (d) The housing refund date will be established based on the date that the student officially surrenders use of university housing and returns all appropriate keys (room and apartment keys) to university staff and satisfies university mandated housing separation requirements and procedures.
- (2) Dining refunds will be based upon usage from the first day of class through the twenty-eighth calendar day of the semester. If the student cancels their dining plan during the fall or spring term prior to the twenty-eighth calendar day a student will be refunded the cost of the meal plan less any usage to date. After the twenty-eighth calendar day no refunds will be issued for dining.
- ~~(4)-(3)~~ A student shall remain responsible for the full cost of the then-current residence hall contract term and dining plan usage 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 persons or property of students, faculty, staff, or university property.

(b) If the student is dismissed or suspended from the university of Akron for disciplinary reasons in accordance with law 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 law 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 twelfth 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)~~ (4) Notice requirements. All notices of intent to break this the housing or dining contract must be submitted in writing to the department of residence life and housing or dining services, respectively. 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: 05/04/2017

Certification: \_\_\_\_\_  
M. Celeste Cook  
Secretary  
Board of Trustees

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