



2011-2012 Student Housing Lease

Academic Year: August 21, 2011 through May 4, 2012

Term Beginning: Fall 2011 Spring 2012

Office Use Only

Initials:

Date:

NOTE: It is the responsibility of the student to familiarize her/himself with all pertinent information before completing this lease. Signing this lease is an acknowledgement of this responsibility as well as an agreement to the terms and conditions, and financial commitment of the lease.

Name: _____ **UCA ID #: B** _____

Mailing Address: _____ **Gender:** _____

City: _____ **State:** _____ **Zip:** _____

Email: _____ **Primary Phone: ()** _____

TERMS AND CONDITIONS OF OCCUPANCY

I. Eligibility and Freshmen Residency Requirement

- A. All single freshmen under twenty-one (21) are required to live on campus or in their parent's or legal guardian's permanent home. Exceptions may be granted by University Housing. See the Freshman Housing Exemption Form for the specific exemption criteria.
- B. To be eligible to live in University Housing, a person must be a full-time student as defined by the University Registrar's Office. If space is available, exceptions to the minimum credit hour requirement may be made on a semester-by-semester basis for students who are completing degree requirements, upon written request to University Housing.

II. Lease Period

- A. This lease is for the entire academic year or the balance thereof that begins August 21, 2011 and ends on May 4, 2012. Students who graduate before completion of the academic year may be released from this lease by completing the Housing Lease Exemption Form with University Housing and vacating their space by December 16, 2011. All other students choosing not to return to University Housing for the spring 2012 semester will be assessed the \$425 lease buy out fee, must forfeit the deposit, and must check out of University Housing by December 16, 2011 to avoid break housing fees.
- B. University Housing may close the residence halls between fall and spring semesters, as well as during spring break. Notice will be provided in advance of the scheduled closings. Apartment complexes will remain open during these breaks.
- C. The last day to check into a student assignment is 5:00 pm on the first day of classes unless special arrangements are made with University Housing. Leases of students not checked in by this time are subject to cancellation in accordance with Section VII, part C.

III. Charges and Payments

- A. Room and board payments may be made at one time for each semester or as arranged through the University Student Account's Office. Students are responsible for paying all room and board charges for the entire term of the lease. The University reserves the right to raise room and board rates at any time upon thirty (30) days notice.
- B. Without limiting its right to seek other remedies, the University may terminate this lease, suspend the meal plan, remove the student from University Housing, cancel the student's enrollment in the University, and/or deny the right to participate in the room selection process for failure to pay room and board as required or for failure to complete an official room change when directed. If meal plan privileges are withdrawn, the amount charged on the student's account will not be reduced.
- C. The \$100 deposit is not applied toward regular room payments. The deposit is a guarantee against damages. Charges may be assessed for damage to or loss of University property both in student spaces and in public areas. Charges may be assessed for damage to student spaces that is discovered within five (5) business days after the student has checked out, provided the space has not been reoccupied. Upon check-out at the end of the academic year, the \$100 deposit will be refunded less any outstanding balance due to University Housing or the student's account.
- D. The student's signature on the Room/Apartment Condition Report (R/ACR) establishes acceptance of the condition of the room and contents at the time of occupancy and, therefore, becomes the standard for the condition of the room at the termination of occupancy. The University, at its sole discretion, shall make determination of the amount of loss or damage, selection of repair method, and scheduling of repair.
- E. The student must check-out in accordance with the written check-out procedures. Failure to properly check-out will result in an assessment of the \$50.00 improper check-out fee. This charge is in addition to any individual charges assessed for damages.

IV. Student Assignment and Meal Plans

- A. This lease is for available housing space and does not guarantee any specific room, building, roommate or type of accommodation. The University reserves the right to make and alter the student assignment and roommate assignments. Race, national origin, disability, religion or any other basis prohibited by federal or state law shall not be considered in making roommate assignments.
- B. Student assignments can only be made after completion of the Student Housing Application, Student Housing Lease, and receipt of the \$100 deposit. Roommate assignments cannot be made until the requested roommates submit the completed Application, Lease, and \$100 deposit and cannot be guaranteed if received after April 1.
- C. After University Housing facilities open in August and January, students may request room and/or roommate changes within their current hall/building by contacting the Residence Coordinator. Requests to change a student assignment to a different building may not be made until the second week of classes in order to allow assignment of students housed in temporary/over-flow housing.
- D. At the beginning of each semester, University Housing reserves the right to consolidate students in order to open up available spaces. The University also reserves the right to reassign the student at any time due to facility changes, roommate conflicts, disciplinary action and/or an emergency or casualty that renders the student's room unsafe or otherwise uninhabitable.
- E. All residential students are required to have a meal plan. Meal service will begin with dinner on August 21, 2011 and end with lunch on May 4, 2012. Meal service may not be available during Thanksgiving, semester, and spring breaks. Meal plans are personal and non-transferable. For additional information about meal plans, visit the BearCard Center.

V. University Housing Regulations

- A. The University Student Handbook contains the University's policies and procedures. All of those policies are hereby made a part of this lease. The Student Handbook is available on the University website or upon request from the Dean of Students Office.
- B. The student will be held responsible in all matters affecting this lease for the conduct of any person he/she invites or permits to enter the grounds or buildings. Students are responsible for the behavior of their guests.
- C. The University does not assume any legal obligation to pay for the loss or damage to the student's personal property if it occurs in its buildings or on its grounds, prior to, during, or subsequent to the period of the lease. The student is encouraged to carry appropriate insurance to cover such losses.
- D. The University reserves the right to enter student rooms as outlined in the Student Handbook.

VI. Cancellation of the lease by the student

- A. Requests for lease cancellations will only be accepted in writing. All residents cancelling this lease by May 10, 2011 will be refunded the \$100 deposit. Students cancelling between May 11, 2011 and July 10, 2011 are entitled to a \$50 refund. Cancellations for any reason after July 10, 2011 will result in forfeiture of the housing deposit.
- B. Students who fail to cancel this lease in writing by August 19, 2011 will be held responsible for the remainder of the lease charges. After the student has checked-in and received a key or after the meal plan associated with the lease has been used, this lease may only be cancelled by the student for the following reasons: graduation, student teaching or academic internship, marriage, or military leave. For all other reasons, a student cancelling this lease during the academic year must complete check-out paperwork with a RA, pay the \$425 lease buy out fee or the remainder of the full academic year charge (whichever is less), and forfeit the \$100 deposit.

VII. Cancellation of the lease by the University

- A. The University may cancel this lease and require the student to immediately vacate University Housing for the following reasons: (1) Failure to meet financial obligations to the University; (2) Official University disciplinary action; (3) Failure to register for the required number of credit hours; (4) Violation of the Student Handbook policies and procedures; (5) Failure to maintain the student assignment in a safe and sanitary condition; (6) Violation of the terms of this lease; (7) an emergency or casualty; or (8) If the student is a safety threat to her/himself or to others.
- B. The University will deliver notice of cancellation to the student's residence and allow a minimum of twelve (12) hours and a maximum of forty-eight (48) hours to vacate. Students will be held financially responsible for the remainder of the lease.
- C. If a student does not check-in to his or her assigned space by 5:00 pm on the first day of classes or notify University Housing of his or her late arrival, the University reserves the right to reassign the space to another student. The student will remain financially responsible for the remainder of the lease.

Cancellation of this lease could result in a \$425 lease buy out fee.

I hereby contract for room and board accommodations with University Housing for the 2011-2012 academic year. I understand that the lease term begins on August 21, 2011, and ends at 5:00 pm on May 4, 2012. My signature indicates that I have read and understand all the terms and conditions of this 2011-2012 Student Housing Lease and agree to comply with such terms and conditions. I also understand that this is a legal and binding lease between the University and student.

Student Signature: _____ Date: _____

Parent/Legal Guardian Signature (if student is under 18): _____ Date: _____