



# **2023-2024 Housing & Residence Life Lease**

**Academic Year: August 19, 2023 through May 4, 2024**

**NOTE:** It is the responsibility of the student to familiarize her/himself with all pertinent information on 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.

## **TERMS AND CONDITIONS OF OCCUPANCY**

### **I. Eligibility and Freshmen Residency Requirement**

- A. Pursuant to Board Policy #701, all single freshmen who are under twenty-one (21) years of age 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 Housing Exemption Request 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 19, 2023, and ends on May 4, 2024. Students who graduate before completion of the academic year may be released from this lease by completing the Housing Exemption Request Form with University Housing and vacating their space by December 15, 2023. All other students choosing not to return to University Housing for the Spring 2024 semester will be assessed the \$425 lease buy-out fee, must forfeit the deposit, and must check out of University Housing by December 15, 2023, to avoid winter break housing fees.
- B. The last day to check in to 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.
- C. University Housing will close most of the residence halls between fall and spring semesters, as well as during spring break. Break Housing is available upon request for an additional fee. Anyone permitted to remain in the residence halls during the break may be required to move to a temporary assignment and will be assessed Break Housing fees. Apartments, Donaghey Hall and Greek Village will remain open during these breaks.
- D. Students are required to vacate University Housing within 24 hours after completion of their last scheduled final examination at the end of each semester or by the official University Housing closing time and date, whichever is earlier.

### **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 Accounts 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) day 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 required at application and is not applied toward regular room payments. 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 seven (7) business days after the student has checked out, provided the space has not been reoccupied. Upon separation from University Housing, the \$100 deposit will be refunded less any outstanding balance due to University Housing or the student's account. The \$100 deposit cannot be waived and is still required even if the student is on scholarship.
- 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 a 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 found in the student handbook. 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 Housing Application, Housing Lease, and receipt of the \$100 deposit. Students who are not registered for classes by August 1 (January 1 for Spring) and do not have a scheduled advising appointment will lose their given assignment and be placed on the Housing waiting list until registered. Roommate assignments cannot be made until the requested roommates submit the completed Application, Lease, and \$100 deposit and cannot be guaranteed if received further than 14 days apart or after priority application deadlines.
- 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's assignment to a different building may not be made until the specified room change period at the beginning of each semester in order to allow assignment of students housed in temporary/overflow 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 inhabitable.
- E. All residential students are required to have a meal plan. Students should finalize their meal plan selection prior to the Friday before the halls/apartments open each semester. Meal service will begin with dinner on August 19, 2023, and end with brunch on May 4, 2024. Meal service may not be available during Thanksgiving, semester, and/or spring breaks. Meal plans are personal and non-transferable. Meal plans expire at the end of the semester. Dining Dollars roll until the end of Summer II session. For additional information about meal plans, visit the BearCard Office in the Student Center or [uca.edu/bearcard](http://uca.edu/bearcard).
- F. The University reserves the right to determine, designate, change and/or restrict the utilization of University Housing-managed facilities and/or areas within the facilities and grounds and to make and/or change Student Assignments and roommate assignments accordingly at any time.

#### 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's 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 University's 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 for monthly safety/cleaning checks and as outlined in the Student Handbook.
- E. All reasonable efforts are made to protect University Housing Facilities and residents from fire, theft, or other major casualty. However, the University is not responsible for loss or damage to students' personal property for any cause or reason. Moreover, the University is not responsible for any injuries, including but not limited to death to residents or guests, or damage to their property that may result from misuse of the premises or arising from any act that violates this contract or University policy. Students are strongly encouraged to obtain renters' insurance to insure their property.
- F. Personal property left in a Student Assignment or storage area after the resident has moved out, whether by proper checkout or improper checkout, shall be deemed to have been abandoned and will be removed and disposed of at the student's expense. The University shall not be responsible or liable for any losses or damages to any property deemed abandoned.

#### VI. Cancellation of the lease by the student

- A. Requests for lease cancellations will only be accepted in writing or through My Housing. All residents canceling this lease by May 10, 2023, will be refunded the \$100 deposit. Students canceling between May 11, 2023, and July 10, 2023, are entitled to a \$50 refund by July 15, 2023. Cancellations for any reason after July 10, 2023, will result in forfeiture of the housing deposit.
- B. ***Students who fail to cancel this lease in writing by August 19, 2023 (January 11, 2024 for Spring applicants only) 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 canceled by the student for the following reasons: graduation, student teaching or academic internship, marriage, or military leave. For all other reasons, a student canceling this lease during the academic year must complete check-out paperwork with an 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. First-year students not approved for exemption will pay the remainder of the full academic year charge.

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

## **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 a notice of cancellation to the student's residence and allow a minimum of eight (8) hours and a maximum of forty-eight (48) hours to vacate. Students will be held financially responsible for the remainder of the lease and be assessed the \$425 lease buy out fee.
- 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.**