

Residence Life Housing Contract

Arkansas State University-Jonesboro

I. Introduction

This room and board Contract becomes a binding contractual obligation between the student and the Department of Residence Life at Arkansas State University-Jonesboro when a student accepts the conditions of the Contract. All information contained in the Residence Life website including Policies and Procedures and Community Standards section is a legally binding adjunct which is incorporated into the Contract. It is the student's responsibility to become familiar with all provisions of this Contract. Provisions may be added or changed during the term of this Contract with appropriate prior notification to residents. No term or condition of this Contract can be waived without formal written agreement of both parties, and no oral statements made by the Department of Residence Life or its agents or employees is considered a waiver of any term or condition.

Contract Start and End Dates. This contract represents an academic year obligation beginning the first day residence halls open in the fall and ending when the residence halls close in the spring as published in the ASU Academic calendar, and includes any break times and other periods of extension.

Housing Eligibility and Priority. Campus housing is available to students who are officially admitted to the university and who are registered as a full-time student. Undergraduate students are considered full time if enrolled in at least twelve (12) credit hours and graduate students are considered full time if enrolled in at least nine (9) credit hours. Students who drop below full-time status during the term of the contract and wish to remain in campus housing must submit a request in writing and the request must be approved.

The university assigns rooms based upon requests of current and prospective occupants. First priority will go to current residents of Residence Life. Second priority goes to students currently not residing in Residence Life based upon the date the completed application and deposit were received.

II. Payment

- A.** The student understands this Contract is for a space within the residence hall inventory and not for a specific room or building.
- B.** The student understands that the room and board charges must be paid as established by the University. Sample housing rates may be found on the Residence Life web pages. Payment should be submitted to the Arkansas State University Cashier's Office.
- C.** If payment is not made by the dates established by the ASU Student Accounts Office, or if checks are returned to the Cashier due to insufficient funds, the Department of Residence Life reserves the right to reassign the space or cancel the Contract, depending on space needs.
- D.** Failure to pay does not constitute Contract cancellation. The student must follow the procedures outline in Section III, D Cancellation Policy to cancel the Contract.

A. Purpose

The room assigned to the student by the Residence Life Office will be used by the student solely for residential and educational purposes at Arkansas State University. The policies and procedures section of the Residence Life website provides additional details involving policies for facility and room use.

B. Assignments

General. The University reserves the right to make room assignments, to authorize, or deny room and roommate changes, to consolidate vacancies, and to require a student to move from one room or residence hall to another. It is the policy of the University to assign roommates without regard to race, color, national origin, religion, age, sexual orientation, or disability. Students of the opposite sex will not be assigned to the same room, suite, or apartment.

Contract Sale. Rooms in the residence halls are to be occupied only by the students assigned to them.

Assignment Changes. Students may apply for a change of room or campus housing community. Room Change forms are available in the Residence Life Office. *No Questions Asked Room Changes* will be considered two weeks after classes begin and only as space is available. If you wish to change your assignment, you may request a change after the second Monday of classes. This "no questions asked" period will last for a week and a half and allows you to make arrangements directly with the Assignments Coordinator.

After this room change period, any request for a room change must go through the hall staff. The university will attempt to fulfill your request, but no guarantee can be made.

Assignment Notification. The University sends assignment letters via electronic mail to advise new entering students of room/roommate assignments. The University reserves the right to alter the specific room assignment, if necessary, during the assignment process, even after assignment notification.

C. Consolidation

The University may consolidate rooms to full capacity when vacancies occur and may move students to another room when such consolidations become necessary. Students who have not contracted for a designated single occupancy, do not have a roommate, and have been requested to consolidate may either select another roommate or change rooms. Any room change must be approved by the Assignments Coordinator and be completed within five days after notification to consolidate. If the consolidation has not occurred within this five-day period, the student may be relocated or will automatically be charged and legally obligated to pay the single room rate.

Double Room as a Single. In the event one of the occupants of a double room moves out, the remaining student must leave the room in appropriate condition to accept another roommate at any time during the contract period. Students do not have the option to reject a roommate assignment. Any inappropriate behavior including not having the room in appropriate condition to accept another roommate or communication with the prospective roommate discouraging them from accepting the assignment may result in a relocation of the remaining student. The remaining student may request retention of a room as a single accommodation at the prevailing single rate only as space is available and upon approval by the Assignments Coordinator. The additional single rate is applied for the remainder of the contract period and is prorated for late room assignments or early withdrawal. Alternatively, the remaining occupant may accept another roommate(s) or request to move to another room.

D. Cancellation Policy

Students are urged to submit a housing application only if they are certain they wish to reside in campus housing at ASU. If cancellation is requested, the student will be required to make all of the following payments, including prorated rent, cancellation charges, damage charges, and improper checkout charges (if applicable).

Please make note of changes to the contract starting for the 2016-17 academic year. The changes to the contract will effect penalties for cancellation of housing contracts.

New Students

- Forfeiture of deposit for students canceling after July 1st
- 25% of total room rent for contract period for students canceling after August 1st, but prior to the 1st day that the residence hall open
- 50% of total room rent for contract period for students canceling after 1st day that the residence halls open (including students who withdraw from the university)

Returning Students

- Forfeiture of deposit for students canceling after May 15th
- 25% of total room rent for contract period for students canceling after August 1st, but prior to the 1st day that the residence hall open
- 50% of total room rent for contract period for students canceling after 1st day that the residence halls open (including students who withdraw from the university)

Spring Only (all students)

- Forfeiture of deposit for students canceling after December 1st
- 25% of total room rent for contract period for students canceling after January 2nd, but prior to the 1st day that the residence hall open
- 50% of total room rent for contract period for students canceling after 1st day that the residence halls open (including students who withdraw from the university)

In addition, the resident will be assessed prorated room and board costs based on his/her check-out date.

Prorated rent and cancellation charges. Prorated rent is determined by dividing the room rate by the number of days in the semester. This daily rate is then multiplied by the count of days from the official Contract start date through the date when proper checkout procedures have been completed. Cancellation charge is a percentage of the total value of the room charges (both semesters).

General. Contract cancellation, in all cases, is effective only upon completion of proper checkout procedures if the student is currently living in campus housing and written notification to the Assignments Office. Contract cancellations can be made in person, through the website, or by written notification to the Office of Residence Life, P. O. Box 2774, State University, AR 72467 or by email at reslife@astate.edu.

Standard Cancellation. After the official opening date of the residence halls or taking possession of the room, a student may cancel his/her Contract in writing. Payment of prorated rent plus the cancellation charges for the remainder of the academic year will be assessed directly to the student account. (See Section D, Cancellation Policy).

Withdrawal from the University. The Contract is a legal and binding obligation for the entire academic year. A student who voluntarily withdraws from the University or who is being required to withdraw from the University for scholastic, financial, or medical reasons is liable for room fees prorated to the date of termination (see Section D, Cancellation Policy).

Contract cancellation by the Department of Residence Life. A student who is evicted for failure to abide by the terms of occupancy described in this Contract for disciplinary reason will be responsible for room and board charges for the entire contract period.

Fall Graduation. A Student who withdraws from the residential facility for reasons of mid-year graduation must notify the Assignments Office in writing by December 1. Notice must be given and approved prior to when residence halls open for the spring semester, otherwise, the student will be assessed prorated rent charges and the cancellation charge as well as improper checkout charges (see Section D, Cancellation Policy).

Student Teaching/Professional Semester/Study Abroad. Students who are assigned student teaching, professional semester, or study abroad during the term of the contract will be released from their Contract upon certification by their dean or department head. Cancellation must be made in writing or in person at the Assignments Office prior to the opening of the residence halls for the spring semester. After the halls have opened, the student will also be responsible for prorated rent and the cancellation charge (see Section D, Cancellation Policy).

Marriage. Married students may request cancellation of contract in writing by providing proof of marriage. The student will be responsible for pro-rated rent charges. The housing deposit will be forfeited.

Improper Checkout Charges. Students must complete proper checkout procedures to avoid any additional charges assessed directly to the student account. Proper checkout procedures are detailed in the Policies and Procedures section of the Residence Life website. Students currently living in campus housing must complete proper checkout procedures and vacate the premises within 48 hours of the date of cancellation.

If you vacate your room assignment without withdrawing from the university or having received a written release from this agreement from the Director of Residence Life or designee you will be responsible for all associated fees, including collection costs, court costs and attorney fees. The cost of the contract for the entire 2016-2017 academic year will be your responsibility if not cancelled by August 1, 2016.

E. Refund Policy

All residents withdrawing from Arkansas State University must give written notification to the Assignments Office. Room and board refunds are based upon the reason for withdrawal and date of cancellation and are calculated on prorated rate charges.

F. Termination by the Department of Residence Life

The Department of Residence Life may terminate the Contract (a) for nonpayment; (b) upon disciplinary dismissal of a student from the Department of Residence Life; (c) when a student voluntarily withdraws from enrollment at Arkansas State University; and (d) upon violation of a term or condition of occupancy by the student or his/her guest(s). The student will be charged a prorated room rent calculated from the date the student officially withdraws from the facility.

In addition, the Department of Residence Life may terminate the Contract of any student who fails to check in by noon the first day of classes if the student has not submitted a request for late arrival in writing. Students will be assessed room charges through the first day of classes in addition to the appropriate withdrawal payment specified in this Contract.

You agree to pay room and meal plan charges in advance or in accordance with individual payment arrangements approved by the Office of Student Accounts. If you withdraw from the university or have received a written release from the Director of Residence Life, you may qualify for a partial refund. Otherwise, no refund shall be made. Refunds will be calculated based on official check-out date.

G. Late Arrival

Unless a student requests an extension of the arrival period in writing through the Assignments Office, the Department of Residence Life is not obligated to hold a room reservation past noon on the first day of classes. If a student fails to check-in prior to noon of the first day of classes of the applicable semester and subsequently appears, an assignment elsewhere will be made if space is available. Actual physical occupancy of the room by the student and/or the student's possessions are not necessary to constitute occupancy.

H. Room Condition

Each resident of a room must complete, sign, and return a Room Inventory Form (RIF) at the time of moving into a room to document problems with the condition of the room prior to occupancy. Residents will be held responsible for any damage to their room that is found when they move out unless otherwise (a) noted on the RIF; (b) normal wear and tear; or (c) a maintenance problem properly reported during the year. Rooms will be inspected as a result of completing proper checkout procedures whenever the room is vacated. Residents are encouraged to be present for this inspection and to schedule this inspection with their Resident Assistant (RA) or Community Assistant (CA) before moving out; however, Residence Life staff will conduct routine inspections and assess final charges after the building is closed. Any charges will be itemized and assessed to the student's account. If for any reason, the inventory form has not been completed and returned 48 hours after check in, the Department of Residence Life will assume that there were no problems with the room when the residents initially move in.

I. Abandoned Property

Any personal property such as bicycles, refrigerators, clothes, and televisions left or abandoned by a resident or his/her guest, unless claimed within 30 days, shall be deemed the property of the University. The University may use, dispose of or sell the personal property after no claim has been made for it within 30 days. The resident agrees to absolve and hold the University harmless for any damage to or claim for the abandoned property due to the damage, destruction, disposal or sale of such personal property.

J. Alterations

No alterations or repairs may be made to the assigned room, its furnishings or equipment without express written consent of the Department of Residence Life. Stacking of furniture not specifically designed to be stacked is prohibited.

K. Room Furnishings

The student is individually responsible for the proper care of the student's assigned room and its furnishings and equipment. The university will provide essential room furnishings including bed, desk, dresser, chair and blinds. You will need to bring personal items and bed linens. You may also bring a microwave oven and a small refrigerator (no larger than 4.0 cubic feet and 2.0 running amps).

L. Damages

Charges will be assessed for students who are responsible for damage to a room or public area throughout the term of the Contract. Residents may be billed directly for repairs, cleaning, furniture replacement, lost or non-returned keys, or other University owned furniture and equipment. Damage assessment notices are mailed to the resident's forwarding address after proper checkout procedures have been completed and damage charges as assessed to the student account.

Group Billing. In public areas of residence halls, including but not limited to lounges, hallways, kitchens, elevators and bathrooms, the replacement or repair costs for damages are assessed to an individual when responsibility can be determined. However, when individual responsibility for damages cannot be determined, the residents of a floor, suite, wing or entire hall are collectively responsible for repair or replacement costs. Damage assessment notices are mailed to the resident's forwarding address after proper checkout procedures have been completed and damage charges as assessed to the student account.

M. Residence Hall Opening and Closing Dates

Residential buildings will open and close at specific dates and times as published in the operational calendar on the Residence Life Website. Residential buildings also close at various times during the Contract period. Additional charges are assessed to the student's account for accommodations during the break period.

Students who do not need interim housing must vacate the premises during these breaks. In addition, students are required to vacate the premises within 24 hours after completion of their last scheduled examination during final examination week or by the official closing time and date of the residence hall, whichever is earliest.

During holiday and break periods you may leave your personal belongings in your room, but you do so at your own risk. The university may, however, require that you remove all items from your room. If so, the university will give you two weeks' notice. You may remain in your room 24 hours after your last examination or until the listed date, whichever comes first.

N. Right to Enter Residence Hall Rooms

The university reserves the right to have its representatives enter your room in the following instances:

1. When it appears that an occupant may be physically harmed or endangered;
2. When it appears university property is endangered;
3. When it appears university policy is being violated;
4. To deliver important judicial and/or administrative letters; and
5. To make periodic health, safety and maintenance inspections and repairs.

O. Dismissal from Residence Life

You may be dismissed from Residence Life for committing any of the following acts:

1. Violating policies contained in the contract, the Residence Hall Handbook, and the Student Judicial Handbook;
2. Failing to fulfill obligations of a disciplinary sanction;
3. Failing to pay room and board fees; or
4. Failing to remain as a full-time student of the university.

You may be removed from Residence Life for committing any of these acts at the discretion of the university. Should you be removed, you will be responsible for vacating your room as directed by the university and paying all charges and damages that may be assessed. Should you be removed as a result of a disciplinary sanction, you will lose your deposit and will be responsible for full payment of rent through the end of the contract period.

P. Meal Plans

As a residence hall student, you must select one of the meal plans offered by the university. Meal plan options and prices are subject to change. Meal plans are optional for students living in Collegiate Park and Red Wolf Den.

Q. Liability for Personal Property and/or Person

As a tenant of the room or apartment, you are responsible for your own personal safety and the safety of your property. The University is not an insurer of your safety while you are on the premises, nor does it insure the safety of your property kept in or on the premises. Further, the University has not assumed any duty to protect you, your guests, or your property in or on the premises from the intentional and/or criminal actions of any third person, nor has the University agreed to provide you any security from such actions. The premises include any parking lots and grounds associated with your room or apartment. You are encouraged to arrange for private insurance for your property and person through your personal insurance agent.