



2018) breaks. These dates are subject to change based on University announced modifications to the University calendar. Limited housing during these breaks may be available at a designated location for an additional charge to University Housing students who request such accommodations and who meet University Housing designated criteria. University Housing cannot guarantee that break housing will be available.

E. Residents graduating at the end of the fall semester who live in an Academic Year House must vacate their Student Assignment by NOON, Sunday, December 17, 2017.

F. Students are expected to vacate their Student Assignment within twenty-four (24) hours after their last final exam at the end of each semester. **Students involved in spring semester commencement activities and other students needing an exception to this requirement must obtain approval in advance from University Housing.**

G. All persons must comply with the administrative check-in/move-in procedures established by University Housing. The last day to check into the Greek facility at the beginning of each semester is the first day of classes, unless special arrangements are made with University Housing. No show contracts may be canceled by the University in accordance with Section VI, part D.

### **III. Charges and Payments.**

A. An Advance Payment of Two Hundred Forty Dollars (\$240.00) must be included with this contract. The \$240 Advance Payment is required even if the student is or will be on a scholarship or other financial aid that covers full room and board. Forty dollars (\$40) of the Advance Payment is not refundable. The remaining Two Hundred Dollars (\$200) of the Advance Payment will be applied to University Housing spring room charges.

B. The charges for room and board vary according to the Greek Housing Facility, the Student Assignment, and the assigned meal plan. Charges for some Greek facilities include a separate facility use fee. Room rates applicable to this contract do not include any Greek organization fees or charges that are the individual's sole responsibility as a member to the Greek organization. A listing of room and board rates, which is fully incorporated herein by reference, will be available no later than July 15, 2017 on the University Housing web site: <http://housing.uark.edu>, and are subject to approval from the Board of Trustees of the University of Arkansas. The University reserves the right to raise room and board rates at any time upon thirty (30) days' notice.

C. Room and board payments may be made at one time for each semester or as arranged through the University Treasurer's Office. Payment in full for each semester or the first installment payment must be received by the due date as designated on the University Billing Statement. Students are responsible for paying all room and board charges for the entire term of the contract.

D. Without limiting its right to seek other remedies, the University may withdraw meal privileges for failure to pay room and board charges by the required date(s) or for failure to complete an official room change when directed. If meal privileges are withdrawn, the amount charged on the room and board contract will not be reduced.

E. Students must comply with the administrative checkout

procedure whenever they check out of their Student Assignment. A One Hundred Twenty-Five Dollar (\$125) administrative charge will be assessed for failure to comply with the administrative checkout procedure or for a late checkout after posted facility closing hours. This charge is in addition to any charges assessed for damages.

F. Administrative charges assessed for cancellation of the contract by the student are set out in Section V.

G. Charges may be assessed for damage to or loss of University property both in student spaces and in public areas. Charges for damage to public areas may be prorated to all residents of the Greek house. Charges may be assessed for damage to student spaces that is discovered within four (4) business days after the student has checked out, provided the space has not been reoccupied

### **IV. Student Assignment and Meal Plans.**

A. This contract is for available space. Room and roommate assignments will be made by the Greek organization; however, the University reserves the right to make and alter room and roommate assignments. Race, national origin, disability, religion or any other basis prohibited by federal or state law or university policy shall not be considered in making roommate assignments. When necessary, the University reserves the right to assign the contractee to alternate housing (whether short-term or long-term) at either an on-campus or off-campus location(s).

B. Students will not be allowed to check-in or move into the Greek facility or their room until they have completed, signed and turned in a University Housing contract with the required \$240 Advance Payment.

C. Housing assignments are personal, non-transferable and non-assignable.

D. 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. Cancellation or Termination of the contract by the student.**

A. Students may not terminate this contract except as stated herein and with the prior written approval by University Housing. Students are responsible for paying all room charges and applicable meal charges for the entire term of the contract.

B. Students who are not attending the University may terminate this contract and receive a refund of the balance of all Advance Payments except for the Forty Dollar (\$40) non-refundable portion of the Advance Payment and non-accrued charges according to the terms/schedule listed below by notifying University Housing in writing of the desire to terminate.

**1. The University may retain One Hundred Ninety Dollars (\$190) if the contract is cancelled before July 31, 2017. The amount refunded would be Fifty Dollars (\$50).**

**2. The University may retain all of the Two Hundred Forty Dollars (\$240) if the contract cancellation is received after July 31, 2017.**

**3. Students who contract after July 31, 2017 will not receive any**

refund of the Two Hundred Forty Dollar (\$240) Advance Payment if they cancel this contract unless they meet the guidelines in Section V.C below.

C. All Advance Payments will be refunded only if the student submits written proof with the cancellation request that the cancellation is for one of the following reasons: 1. Denial of admission to the University 2. Physical incapacity or disability requiring withdrawal from the University.

D. After the student has checked in and received a key, the contract may only be terminated by the student for official withdrawal from the University. The student shall submit a Statement of Non-Enrollment. If the student re-enrolls during the original contract term, his or her cancellation is voided and all terms, conditions and charges will be reinstated.

E. Charges for withdrawal and termination of contract after occupancy may be prorated according to the following:

1. Charges for withdrawal and termination after occupancy and applicable payments (except for the \$240 Advance Payment) will be prorated (based on a percentage of the charges for the full semester) as of the date the student officially checks out of the Greek Housing Facility, if check out is prior to the 61<sup>st</sup> day after the facility opening in the fall or spring semester (October 14, 2017 in the fall semester and March 12, 2018 in the spring semester). The Two Hundred Forty Dollar (\$240) Advance Payment will be retained by the University even if withdrawal/contract termination is due to graduation.

2. If withdrawal and/or checkout are after October 14, 2017 in the fall or after March 12, 2018 in spring, the contractee will be responsible for room and board charges for the remainder of the term and no refunds or adjustments to charges will be made.

#### **VI. Cancellation or Termination of the Contract by the University.**

A. The University may terminate this contract and require the student to immediately vacate the Greek Housing Facility for the following reasons: (1) Failure to pay any payments or charges by the required date; (2) Official University disciplinary action requiring removal of the student from the Greek Housing Facility; (3) Failure to be registered for and attending the required number of credit hours; (4) Violation of law or of University Housing Facility or University policies, rules or regulations, including, but not limited to, the policies set out in the 2017 – 2018 University Housing Student Handbook and/or the 2017-2018 University Student Handbook, which are fully incorporated herein by reference; (5) Failure to maintain Student Assignment in a safe and sanitary condition; (6) Violation of the terms of this contract; (7) An emergency or casualty; (8) If the student is a safety threat to himself or herself or to others; (9) Misrepresentation in any application for housing; or (10) Sex offender status.

B. The University may cancel or terminate this contract for convenience for any reason, by giving the student thirty (30) days' notice. Notice shall be deemed to have been given when it is deposited in the U.S. Mail and addressed to the student's campus address and/or permanent address on record with the University.

C. Failure to vacate any Greek Housing Facility or Student Assignment upon notice of termination of the contract by the University or the expiration of the contract period ("holding over") is prohibited and will result in double rent charges for the period

of time that the student remains in the assigned space after the contract has been terminated or expired. Student waives all statutory rights of ejection.

D. Contracts of students who do not check-in to their assignment by 5:00 p.m. on the first day of classes will be cancelled and the student charged Fifty Percent (50%) of their assigned fall room charges.

#### **VII. Casualty or Emergency.**

A. All reasonable efforts are made to protect Greek 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 which violates this contract or University policy. **Students are strongly encouraged to obtain renters' insurance to insure their property.**

B. If the Student Assignment should become uninhabitable due to fire or other casualty, the University will attempt to relocate the student in University housing if available. If the University is unable to relocate the student to other University housing, then the University may terminate this agreement.

C. The University shall not be responsible for any failure to provide housing or meals in the event conditions arise which are not wholly within its control (i.e. acts of God, fire, strike, lockouts, terrorism, and riots, etc.).

#### **VIII. Abandonment of Personal Property.**

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 of or damages to any abandoned property.

#### **IX. Signs.**

Signs are subject to all published University policies; in particular, signs of an advertising or commercial nature may not be displayed in any window or exterior surface of the Student Assignment, University Housing Facility, or other locations.

#### **X. Pets.**

Except as required by law, pets (for example dogs, cats, birds, rodents, reptiles), are prohibited at or in Greek Housing Facilities. Small, harmless fish are permitted and these must be removed from the facility during breaks and at the end of the contract period. Guests may not bring cats, dogs, or other pets to the area while visiting. Strays should not be encouraged to remain in the area. Any animal found in the area will be presumed to be a stray and may be removed. Failure to adhere to this provision may result in immediate termination of the housing contract.

#### **XI. Right of Entry.**

A. Students have a reasonable right of privacy in their assigned room and their belongings. However, Greek Housing Facilities,

rooms, and Student Assignments may be entered by University officials or staff in cases of emergency, for maintenance, pest control, or safety inspection, or when University officials have reasonable grounds to believe that a student may be violating University policy, regulations or the law.

B. The University takes periodic pest control measures in Greek Housing Facilities. Residents will be notified when regular spraying, fogging, or other treatment of Student Assignments will occur and the University reserves the right to exercise its Right of Entry in such cases.

C. Requests for maintenance made by residents for work or repairs in their Student Assignment grant University personnel the Right of Entry without notification to the resident.

D. Health/safety or conduct violations may result in administrative charges, conduct action and/or the termination of the University Housing contract. Violations also may be reported to law enforcement authorities for appropriate action.

**XII. Guests.**

Residents are responsible for the behavior of their guests. The University reserves the right to restrict the number of nights any non-resident may spend as an overnight guest in any Greek Housing Facility. University Housing reserves the right to restrict access by guests who have violated university policy and/or present a threat to the safety or security of facility residents. All applicable policies regarding guests must be adhered to.

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**XIII. Signature**

**A.** By signing this contract by entering the digital pin into the online contracting website, I am hereby contracting with University Housing for the 2017-2018 Academic Year. I agree that my digital signature is valid and legally binding. I understand that I have the right to request a paper copy of this contract at any time. I understand that the contract term begins when my assigned house is designated for official opening prior to the first day of classes in the fall semester and ends at 2 pm on the day of commencement at the end of the spring semester or at noon the day following commencement for graduating seniors in accordance with section II.

**B.** My signature indicates that I have read and understand all the terms and conditions of this Academic Year contract and agree to comply with them. I also understand that this is a legally binding contract. I understand that a Two Hundred Forty Dollar (\$240) Advance Payment is required at the time I submit my contract and that if I cancel this contract I am forfeiting part or all of the Advance Payment in accordance with the terms of this contract.

**Digital Signature Code of Student**

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