

GREEK - CONTRACT FOR ROOM AND BOARD ACCOMMODATIONS UNIVERSITY OF ARKANSAS 2018-2019

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

Name: _____ University ID #: _____
Last First M.I.

UARK E-mail: _____ Gender: _____ Date of Birth: _____

Permanent Address: _____ Greek Affiliation: _____
Street/Box Apt. #

City State ZIP Country

**CHOICE OF MEAL PLAN:

**NOTE: Greek House residents are not required to have a meal plan but may choose to contract for one. The JR/SR meal plan may only be used by students with 60 or more credit hours by the beginning of the contract term.

Definitions

Academic Year – refers to the contract term beginning when the assigned house is designated for official opening prior to the first day of classes in the fall semester and ending at 2pm on the day of commencement at the end of the spring semester (or noon on the following day for graduating seniors).

Academic Year House – refers only to Alpha Phi Alpha & Delta Sigma Theta. These houses remain open during semester and spring breaks subject to the conditions listed in Section II.

Advance Payment – refers to the Two Hundred Forty Dollars (\$240) required to be submitted with the signed contract. Forty Dollars (\$40) is a non-refundable administrative charge and the remaining Two Hundred Dollars (\$200) is applied to the spring room charges.

Official Opening – refers to the day an assigned house is designated by University Housing to open. It does not apply to earlier dates that departments or academic programs may request students to come to campus.

Student Assignment – refers to the student contractee's assignment in his or her Greek affiliated house.

CONTRACT TERMS AND CONDITIONS

This agreement shall be governed by the laws of the State of Arkansas, without regard to its choice of law principles, and applicable policies of the University of Arkansas. The terms and conditions of the room and board contract with the University of Arkansas are as follows:

contract with persons who are currently violating or have previously violated the terms and conditions of a housing contract or University policy, have a past due balance with the University, or are otherwise ineligible under University policy.

I. Eligibility and On Campus Residency Requirement.

A. To be eligible to live in a University Housing managed Greek residential facility, a person must: (1) be a student enrolled in and attending at least nine (9) undergraduate hours or six (6) graduate hours for credit each semester on campus at the University of Arkansas, Fayetteville; and (2) be an active member of a Greek fraternity or sorority recognized by and in good standing with the University of Arkansas.

B. 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 with confirmation of their status by their faculty advisor.

C. The University reserves the right not to

II. Contract Period.

A. The period of this contract is an entire Academic Year as defined above.

B. If the student contracts after the first day of classes, the student will be charged from the date the contract is signed.

C. Students granted permission to check in before the beginning of the Academic Year as defined above are subject to the terms of this contract and may be subject to an additional charge.

D. Only students in Academic Year Houses (as defined above) may occupy their Student Assignment during University breaks.

Students living in any other managed Greek facilities may not occupy their Student Assignment during semester break (5:00 pm, Friday, December 14, 2018 to noon Tuesday, January 1, 2019) or spring break (5:00 pm, Friday, March 15, 2019 to noon Sunday, March 24, 2019). 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 16, 2018.

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. 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. Contracts of students not checked in by this time are subject to cancellation in accordance with Section VI, part D.

III. Charges and Payments.

A. An Advance Payment (as defined above) of Two Hundred Forty Dollars (\$240.00) must be paid with this signed 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 19, 2018 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 Fifty Dollar (\$150) administrative charge will be assessed for failure to comply with the administrative checkout procedures or for a late checkout after posted facility closing hours. This charge is in addition to any individual and/or community 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 five (5) business days after the conclusion of final exams provided the space has not been reoccupied.

If the student checks out prior to Dead Day, charges may be assessed for damage to student spaces that is discovered within five business days after the student checkout.

IV. Student Assignment and Meal Plans.

A. The University reserves the right to make and alter room and roommate assignments. Race, national origin, disability, religion or any other basis protected by federal or state law 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. Student Assignments and roommate assignments can only be made after completion and receipt of the signed contract and Two Hundred Forty Dollar (\$240) Advance Payment. Forty Dollars (\$40) of the Advance Payment is non-refundable and Two Hundred Dollars (\$200) will be applied to the student's spring housing charges. Room and roommate assignments will be made by the Greek organization; however, students will not be allowed to check-in or move into the Greek facility or the Student Assignment 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 of University Housing.

B. Before the start of the Contract Period, student requesting to cancel their contract may submit a signed cancellation request

in writing to University Housing or they may email University Housing at housing@uark.edu from their official University of Arkansas email account. All requests must include their University ID number. Students who are not attending the University may cancel or terminate this contract and receive a refund of the balance of their Advance Payment except for the Forty Dollar (\$40) non-refundable portion of the Advance Payment according to the terms/schedule listed below:

1. The University may retain Forty Dollars (\$40) if the contract is cancelled before March 13, 2018. The amount refunded would be Fifty Dollars (\$50).

2. The University may retain One Hundred Forty Dollars (\$140) if the contract is cancelled before May 15, 2018. The amount refunded would be One Hundred Dollars (\$100).

3. The University may retain One Hundred Ninety Dollars (\$190.00) if the contract is cancelled before June 26, 2018. The amount refunded would be Fifty Dollars (\$50).

4. The University may retain all of the Two Hundred Forty Dollars (\$240) if the student contract cancellation is received after June 26, 2018.

5. Students who contract after June 26, 2018 will not receive any refund of the Two Hundred Forty Dollar (\$240) Advance Payment if they cancel their contract unless they meet the guidelines in Section V, C.

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 OR after the meal plan associated with the contract has been used, 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, their cancellation is voided and all terms, conditions and charges will be reinstated.

E. In the event of withdrawal and termination of the contract after occupancy, room and applicable meal charges may be prorated according to the following:

1. Room and applicable meal charges (except for the \$240 Advance Payment) will be prorated as of the date the student officially checks out of the Greek Housing Facility, if check out is prior to the 61st day after classes begin in the fall or spring semester (October 20, 2018 in the fall semester and March 16, 2019 in the spring semester). The Two Hundred Forty Dollar (\$240) Advance Payment will be retained by the University. The University may refund \$200 of the Advance Payment for students who graduate at the end of the Fall semester.

2. If withdrawal and/or checkout are after October 20, 2018 in the fall or after February 17, 2019 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 University Housing Facility or University policy, rules or regulations, including, but not limited to, the regulations set out in the 2018 – 2019 University Housing Residence Handbook available at <http://housing.uark.edu> and/or the 2018-2019 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; or (8) If the student is a safety threat to himself or herself or to others

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 Student Assignment by 5:00 PM 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 contract.

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 contractee'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, Greek Housing Facility, or other locations.

X. Pets.

Except as required by law, all pets (for example dogs, cats, birds, rodents, reptiles) are prohibited from Greek Housing Facilities. Small, harmless fish are permitted, but 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, safety inspection, or when University officials have reasonable grounds to believe that a student may be violating University policy, University regulations or the law.

B. In order to provide better health standards in Greek Housing Facilities, the University takes periodic pest control measures. 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.

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 2018-2019 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 noon on 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 (including sections I-XIII) 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. In addition, I understand that if this contract is cancelled after occupancy due to withdrawal from the University, I may be responsible for room and applicable meal charges for the remainder of the term.

Digital Signature Code of Student