

## HOUSING TERMS AND CONDITIONS

Residing in the residence hall is considered part of the student's educational support program and is considered a privilege and is not a right. Therefore, such residency is only a license to occupy and use the residence space assigned to the student for limited purposes and is not a lease of University property. The purpose of this document is to establish the terms and conditions of the room with the University of Arkansas at Pine Bluff's Department of Residential Life, referred to hereafter as the "Department" and to contract with the student for housing.

The student must indicate acceptance of this offer by the Department by completing and signing the "Campus Residential Room Contract" and returning it to the Department. **The student's signature on the front of this form means that the student has read, understood, and agrees to all the terms and conditions of this contract and further agrees to abide by its provisions.**

### I. Eligibility for Residence

To be eligible for residence, a student must be enrolled and attending the University of Arkansas at Pine Bluff. The Department reserves the right not to extend an offer to students who have demonstrated a disregard for the terms and conditions of the Contract or the rules and regulations of the University.

- A. You must be a single parent and have custody of your own child.
- B. Housing for single parents includes one bedroom, access to a commons area, with kitchenette.
- C. You will be assigned a private room at private room rates with (board) being optional.
- D. All residence halls, including Single Parent Suites at the Johnny B. Johnson Housing Complex will have<sup>\*</sup> limited visitation hours from 12:00 noon until 12:00 midnight for weekdays and 12:00 noon until 1:00 a.m. for weekends

### II. Period of Assignment

All housing assignments are for one full academic year or a student enrolling for the Spring Semester, the contract is for that Academic Semester. Summer housing is under separate contract.

- A. The academic year, with reference to the residence halls, is defined as beginning one day preceding the start of orientation in the fall semester through and including the end of the day (5:00 p.m.) following the last final examination at the end of the spring semester. The residence halls are closed during semester and spring breaks and rooms may not be occupied.
- B. A student who desires to occupy his/her assigned room before the designated time will be charged a fee of \$25 per night, payable in advance. The fee will be paid in the Cashier's Office and the receipt presented to the Resident Program Coordinator in the residence hall before being allowed to occupy the room or the fee will be collected by the Resident Program Coordinator if after normal business hours.
- C. If a student does not occupy his/her assigned room by 12:00 noon on the second day of classes without giving notice to the Department, the room may be assigned to another student. Should the student desire a new assignment, efforts will be made to provide other space, if such is available, but it is not guaranteed.

### III. Cancellation of Contract

- A. Once a student is assigned housing, this contract becomes binding except under the following conditions:
  - 1. Student becomes physically/mentally incapacitated and must separate from the University.
  - 2. Student receives a directed teaching assignment that prevents residing on campus.
  - 3. Student is called to active military duty.
  - 4. Student marries and presents the signed marriage certificate as proof
  - 5. Student fails to enroll at the University; or
  - 6. Students with extenuating circumstances not listed above may contact the Associate Dean of Students for Residential Life regarding his/her circumstances.
- B. Students desiring to have the contract canceled and apply for another academic period must state their desire in writing and file a new contract with a new application fee. Cancellations must be received no later than August 1 for Fall Semester; December 1 for Spring Semester; and May 1 for Summer Session. The application fee of \$ 100.00 consist of \$75 which serves as a deposit and is refundable if notice of cancellation is received by the aforementioned dates. The deposit is refundable in accordance with the aforementioned dates if the following conditions are met: notification of graduation, withdrawal from the university and if the student does not have an outstanding balance, the deposit will be applied against the balance. The remaining

\$25 of the application fee is an administrative processing fee and is not refundable or transferable under any circumstances.

- C. The Department may terminate this contract by (1) giving the student 30 days written notice in advance of the University's desire to have the student vacate; (2) giving the student three days written notice in advance for (a) failure to pay rent, (b) separation from the University, (c) conduct on the part of the student that violates the provisions of the agreement or violations of residence hall or University rules and regulations including those contained, in **THE ROAR** (UAPB's Student Handbook) and the Guide to Residential Living, or (3) immediately for conduct which threatens life or property. Students whose contracts are canceled by the Department for disciplinary reasons will not be refunded any portion of the room and board charges.

#### IV. **Charges**

- A. The University reserves the right to assess charges for damage or loss of University property both in the student's rooms and public areas. Public area charges will be assessed to individuals on a prorated basis. Charges may be assessed for damages found in the student's room during a period of seven (7) days after check out, provided that the room was not re occupied during the elapsed time. Students have 30 days from the billing date to dispute charges. All charges become final after 30 days.
- B. The right is reserved to assess a fee not to exceed \$25 for failure to comply with administrative check out procedures when vacating assigned accommodations, as well as to assess a fee not to exceed \$ 50 for failure to adhere to residence hall policy.
- C. Full payment of room charges is expected at registration.

#### V. **Rules and Regulations**

The student shall comply with all rules and regulations of the University including those set forth in **THE ROAR** (UAPB's Student Handbook) and **The Guide to Residential Living**; with all published rules and regulations; with the rules of the student government association in the hall in which the student reside; and with assignment materials.

- A. The University of Arkansas at Pine Bluff considers the general well being of its students its major priority. In view of various health and safety reasons, the following are not permitted in the residence halls: heaters, pets, fireworks, firearms and weapons, possession and/or use of illegal drugs, possessions and/or use of alcoholic beverages, and coffee pots. Cooking in the room is prohibited. All appliances used for food preparation (i.e. hot plates, hot pots, toaster ovens, microwaves, popcorn poppers, electric skillets, etc.) are prohibited and possession or use of these appliances will result in disciplinary action and assessment of fees.
- B. A student is guaranteed the reasonable privacy of his/her room. A room may be entered by any University official or staff in the case of emergency; for maintenance and safety inspection requirements; pest control; and when behavioral concerns appear to violate any laws or University regulations or policies.
- C. The University prohibits soliciting, canvassing, or use of residence hall rooms for business purposes.
- D. Through its hall government, each residence hall is responsible for policies pertaining to the behavior of students living in that hall within the limits prescribed by the University.

#### VI. **Telephones**

Local telephone service is provided in all student rooms. Students are not allowed to bill long distance calls to their rooms. Any such charges made will be billed to the occupants of the room plus a \$25 surcharge for each long distance charge billed. Students will also be referred to the Dean of Student Life for appropriate disciplinary action not excluding suspension from the University.

#### VII. **ALCOHOL AND DRUG POLICY STATEMENT**

Recognizing that consumption of alcoholic beverages and other drugs lead to serious problems in the residence hall community, the residence halls have been declared "**DRUG FREE ZONES.**" Any student found in possession of any alcoholic beverage or any illegal drug will face disciplinary action by University officials and charges may be brought by federal and state authorities.

#### VIII. **EXCULPATORY CLAUSE**

All reasonable effort is made to protect the residence halls and students from fire, theft and hazards, but the University is not responsible nor liable for the loss, damage, or injury to any person or property within the residence halls. The Department encourages students to obtain renter insurance.