

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 it is not a lease of University property. The purpose of this document is to establish the terms and conditions of the room and board contract 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 and food services. A student cannot contract for housing without contracting for board. If there are special dietary needs, the student should contact the Department so that special arrangements can be made.

The student must indicate acceptance of this offer by the Department by completing and signing the "Campus Residential Room and Board 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.

II. Housing Assignment

At the end of May for Academic Year students and mid-December for Spring Semester students, the Department will begin forwarding an official housing assignment designating the residence hall to which the student has been assigned. Housing assignments are non-transferable. The University reserves the right to make assignments to halls other than those requested and to change hall assignments. Request for hall/room change are accepted by the Department after August 28th but no later than August 31st. All assignments become permanent after August 31st. Hall/Room change request must be in writing and signed by the student.

All rooms are designed for double occupancy, and therefore, room consolidation is part of the Department's policy. Students are allowed to occupy double rooms as single if space is available and if they pay the higher single rate. When a room is occupied by only one student, the Department may move the student to another room; assign a student a roommate or assess the student a higher rate for single room occupancy.

III. Period of Assignment

All housing assignments are for one full academic year or Spring semester only for those students who remain at the University and are eligible to reside in student housing. Summer housing is under separate contact.

- 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 without prior approval of the Associate Dean of Students for Residential Life.
- B. Students who desire 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 Hall Specialist in the residence hall before being allowed to occupy the room or the fee will be collected by the Resident Hall Specialist if after normal business hours.
- C. Students who fail to occupy his/her assigned room on or before the second day of classes, by 12:00 noon, without giving the Department notice, the room may be assigned to another student. Should the student desire a new assignment effort will be made to provide another space if such is available, but it is not guaranteed.
- D. Students who occupy his/her assigned room and never register will be charged prorated room and board until departure from the residential hall.

IV. 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. Student with extenuating circumstances not listed above may contact the Associate Dean of Students for Residential Life regarding their specific needs.
- B. A student 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. Cancellation must be received no later than August 1 for Fall Semester; December 1 for Spring Semester; and May 1 for the Summer. The application fees of \$100.00 consist of \$75.00 which serves as a deposit and is refundable if notice of cancellation is received by the aforementioned dates. If notice is received after the aforementioned dates, the \$75.00 deposit is forfeited. The deposit is also refundable upon notification of graduation or withdrawal from the University. However, if a balance is owed to the University the deposit is credit to that account. The remaining \$25.00 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 the residence hall and University rules and regulations including those contained, in **THE ROAR** (UAPB's Student handbook) and the **Guide to Residential Living** or immediately for conduct which threatens life or property.

V. **Room and Roommate Assignments**

Students who do not designate a mutual request for each other on the contract will be assigned roommates on the basis of all information submitted. Race cannot be considered as a determination in assigning roommates.

Once the room and roommate assignment have been made, no change can be made without the recommendation of the Resident Hall Specialist and approval of the Department except during specified room change periods. During room change periods, all moves must have prior approval of the Resident Hall Specialist. **The University reserves the right and privilege to change room assignments.**

VI. **Charges**

- A. The University reserves the right to assess charges for damage or loss of University property both in student rooms and public areas. Public area charges will be assessed to individuals on a prorated basis. Charges may be assessed for damages found in student rooms during a period of seven (7) days after check out, provided that the room was not reoccupied during the elapsed time. Students have 30 days from the billing date to dispute charges. All charges become final after 30 days.
- B. Students whose contracts are canceled by the Department for disciplinary reasons or the student withdraws from the residential hall without prior approval will not be refunded any portion of the room but board charges prorated. Students who withdraw from the University will be charged prorated room and board.
- C. The right is reserved to assess a fee not to exceed \$35 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. Also, the University will assess a fee for any damages to University property.
- D. The University will assess a \$25.00 fee for mailbox keys that are not returned to the Mail Center.
- E. Full payment of all room and board charges is expected at registration.

VII. **Rules and Regulations**

The students shall comply with all rules and regulations of the University including those set forth in **THE ROAR** (UAPB's Student Handbook), **The Guide to Residential Living**, all published rules and regulations; rules of the student government association in the hall in which the student reside and 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 alcoholic beverages and coffee pots. Cooking 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 possessions or use of these appliances will result in disciplinary action and assessment of fee, with the exception of the Delta Housing Complex you may have a microwave.**
- B. Students are guaranteed the reasonable privacy of their rooms and belongings. Rooms may be entered by any University officials or staff in case of emergency; for maintenance and safety inspection requirements, pest control and when behavioral concerns appears to violate any laws or University regulations and 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.
- E. Babysitting or keeping of children are not allowed in the residence halls. Children under the age of 12 are not allowed beyond the lobby of any Residence Hall or the J. B. Johnson's Common Building lounge.

VIII. **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 of the occupants of the room plus a \$25 surcharge for each long distance charge billed. Student will also be referred to the Dean of Student Life for appropriate disciplinary action including suspension from the University.

IX. **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.

X. **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 or liable for the loss, damage, or injury to any person or property within the residence halls. The Department encourage students to obtain renter's insurance.