



# UNIVERSITY OF NORTH ALABAMA RESIDENCE HALL CONTRACT

Instructions to Student: The housing contract should be signed and returned to the Department of Housing, UNA Box 5037, University of North Alabama, Florence, Alabama 35632-0001. No student will be issued a room key until the contract is signed. Failure to sign a contract will result in voiding the space assigned.

This contract is applicable to both twelve-month (12-month) and nine-month (9-month) housing arrangements. Due to different printing dates of the university catalog and housing contract, contents may vary. It is the responsibility of the student to read the contract carefully and indicate the appropriate term of contract. Do not assume anything; **please ask questions.** This is a legally binding contract which is effective the day you sign it. As long as you are a student at the University you will be billed for the bed space that you requested for the length of time that you requested. All questions should be directed to the Department of Housing.

## INSTRUCTIONS FOR COMPLETION

This contract completes your application for a housing space in a university residence hall. If you accept this contract, you must sign and return to the Department of Housing (see above for address). **You and your parents, guardian or other guarantor are urged to read carefully the contents of this contract.** When this form is signed and returned to the proper address, it becomes a binding agreement—a contract between you, your guarantor, and the University of North Alabama. The amount that you will be charged for housing will depend upon the options that you select here, on your housing application and on space availability. Prior to a room assignment being made, the Department of Housing must have received your housing application, contract, and the \$100.00 nonrefundable application fee. **This contract takes precedence over the application if there are any inconsistencies in determining desired contract period. Please print clearly.**

Select Appropriate Contract(s) for your Residence Hall Preference(s):

- 9-Month Contract (Rice / Rivers / LaGrange) from Fall 20 \_\_\_\_\_ through Spring 20 \_\_\_\_\_
- 12-Month Contract (Hawthorne / Appleby / Covington) , from August 1 to July 31, for Year 20\_\_ - 20\_\_
- Housing Contract for Summer (Excludes Hawthorne, Covington, both Appleby Halls) \_\_\_\_\_ Term I \_\_\_\_\_ Term II \_\_\_\_\_ I & II Year: 20\_\_\_\_\_

### Attention Spring Only Residents

- Housing Contract for Spring Only (Rice/Rivers/LaGrange) Year: \_\_\_\_\_
- Housing Contract, 7-month for Spring & Summer Only (Only for Hawthorne/Appleby/Covington) to start January 20\_\_\_\_\_ (contract ends in July)

\_\_\_\_\_  
Date of Birth(month/day/year)

\_\_\_\_\_  
Anticipated Date of Graduation from UNA

\_\_\_\_\_  
Sorority Affiliation (if any)

**By signing, you are stating that you and/or your parent, guardian, or other guarantor have read and accepted every provision this contract including the STATEMENT OF TERMS AND CONDITIONS OF OCCUPANCY.**

**Student Copy - Do Not Submit. Contact Housing to apply.**

THE UNIVERSITY OF NORTH ALABAMA

\_\_\_\_\_  
Signature of Student

\_\_\_\_\_  
Date

BY: Audrey Mitchell  
Director of Housing

\_\_\_\_\_  
(Signature of parent, guardian, other guarantor required, if student is under 19 years of age)

## STATEMENT OF TERMS AND CONDITIONS OF OCCUPANCY

This contract is an agreement between the University of North Alabama, hereinafter referred to as the University, and the student. If accepted by the University, this contract is a license to occupy space, meaning that, if space is available, the University agrees to provide student with residential space in one of its residence halls. This contract does not constitute a guarantee by the University that space will be available nor does it confer upon student a right to occupy any particular space in the university residence hall system. If the student is under nineteen (19) years of age, this contract is also an agreement between the University and his/her parent, guardian, or other guarantor. The parties to this agreement in consideration of the mutual covenants and stipulation set out herein agree as follows:

### I. Eligibility

- A. Any person who has been admitted or will be enrolled at least nine (9) undergraduate semester hours or six (6) graduate semester hours may enter into this contract with the University.
- B. Special permission must be secured from the Director of Housing to continue on-campus residency for undergraduates with less than 9 hours enrolled or graduates with less than 6 hours enrolled.
- C. **If a student fails to enroll, or fails to pay fees which results in the loss of status as an enrolled student, the student agrees to vacate the premises within twenty-four (24) hours.**

### II. Contract Period

- A. The term nine-month (9-month) academic contract period is for one academic year consisting of two semesters, from the first day of the fall semester to the last day of the spring semester or for spring semester only, and/or summer except as provided in VII.A.1) excluding academic recesses. Contracts entered into after the opening of the residence halls for the fall semester shall

continue in effect until the end of spring semester.

- B. The term twelve-month (12-month) contract is a contract that begins the first day occupancy in the residence hall and shall continue in effect until closing at summer semester regardless of academic year and/or breaks. A typical twelve-month (12-month) contract starts August 1 and ends the last day of summer semester. The twelve-month contract **is required** for occupancy in Hawthorne, Covington, Appleby East, and Appleby West residence halls. (Also refer to II.E.)
- C. The term of the contract for spring semester only applies to students who did not live in the residence hall for the preceding fall semester in LaGrange, Rice and Rivers residence halls. Contracts entered into after the opening of the residence halls for the spring semester shall continue in effect until the end of the spring semester.
- D. Contracts entered into after the opening of the Rice, Rivers, or LaGrange residence halls for the summer shall be for either Term One (I), Term Two (II), or both terms. (Does not apply to Hawthorne, Covington, or Appleby.)
- E. The term of the 7-month contract for spring and summer applies to students who will occupy Hawthorne, Appleby East or West, or Covington but did not occupy these halls in preceding fall semester. Contracts entered into for the spring semester shall continue in effect until the end of the summer semester.
- F. This contract does not grant the student occupancy in a specific residence hall or a specific room or for a specific room type.

### III. Adjustment of 9-Month, 12-Month, and 7-Month Contract Periods

- A. **There shall be no buyout of any 9-Month, 12-month contract or 7-month contract.**

- B. Request for adjustment of any housing contract must be made in writing to the Director of Housing at least 30 days prior to the need for adjustment. A request for an adjustment does not guarantee that the adjustment will be granted.
- C. Any student who signs this contract and is a student at the University during this contract period must pay the room rent assigned for the entire contract period. There is no refund. No contracts will be adjusted to move to on-campus apartments.
- D. Students graduating during term of contract:
1. Students who plan to graduate from the University during the contract period and will not re-enroll in the following semester (spring or summer) must make application to the Director of Housing to have consideration for an adjustment to the contract period. **If prior approval is not granted and you sign the contract you will be billed for the remainder of the contract period.**
- E. Enrollment in summer sessions is not required for a 12-Month contract if you are a registered for the next fall.
- F. If occupancy in a 12-month residence hall begins in the spring semester, the 12-month period continues through the end of the following summer semester. This is considered a 7-month contract.
- G. With appropriate documentation, a student may seek approval for contract adjustment during the contract period without penalty for the following reasons:
1. Marriage, with appropriate documentation. **Prior approval from Director before signing contract required.**
  2. A student is required to move from the area to fulfill academic requirements such as internship, fieldwork, or student teaching; appropriate documentation must be submitted from a supervising faculty at least thirty (30) days a supervising faculty at least thirty (30) days semester.
  3. A student becomes ineligible to continue enrollment due to failure to meet academic requirements.
- H. If a student can no longer remain enrolled at the University after accepting a room key or signing a contract, then the student's room rent is prorated based upon the actual date the student properly checks out of the residence hall.

#### IV. Housing Application Fee

Housing applications will be processed upon receipt of NONREFUNDABLE application fee which must be a check or money order for \$100.00 (one hundred U.S. dollars) made payable to the University of North Alabama. The housing application fee continues for subsequent assignments as long as the student remains in campus housing.

#### V. Room Assignments

- A. All students, including those desiring housing with sorority designation, are required to complete a housing application, housing contract, and pay the nonrefundable \$100.00 housing application fee before an assignment can be made to any residence hall.
- B. Sorority members applying to live in cluster-style housing must complete a 12-month housing contract. Designation of sorority-themed housing is based on demand and approval by the Director of Housing.
- C. The housing application and housing contract must be renewed each year to receive an assignment to a residence hall.
- D. A student is not required to pay the nonrefundable housing application fee again if the student has maintained occupancy in the residence halls for consecutive semesters since the current application fee was paid.
- E. Priority status is given to those students occupying the residence halls who renew their housing application and contract during the designated sign-up period.
- F. Applicants for housing are ranked for assignment according to the following combined criteria:
1. Completion date of housing application, housing contract, and application fee
  2. Occupancy history in the residence hall
  3. Total cumulative semester hours
  4. GPA (cumulative and semester)
- G. **Students from 9-month LaGrange, Rice and Rivers Halls may convert to any 12-month residence hall without penalty. As long as there is an unoccupied bed space**
- H. Roommate and hall preferences may be indicated on the application for when possible these preferences will be granted. However, the application is for a space in a residence hall and not for a specific roommate, specific residence hall, specific room or specific room type.
- I. **The University makes all assignments without regard to race, color, religion, or national origin and rejects all requests for changes of assignment based upon reasons of race, color, religion, or national origin.**
- J. The student agrees to observe the room change procedures established by the University and to have prior written approval before making a change of room assignment. Any student who changes their room without prior written approval will be fined \$150.00 and go through student judicial procedures.
- K. If a vacancy occurs in the assigned room in a **12-month** residence hall, the remaining student agrees to accept another roommate as assigned or move into another room if requested. **Double occupancy rooms in a 12-month residence hall can become single occupancy rooms if approval is granted.**
- L. If a vacancy occurs in the assigned room in a **non 12-month** residence hall, the remaining student agree to accept another roommate as assigned or move into another room if requested.
- M. The housing contract may be canceled by the University for **disciplinary reasons with no refund of rent.**

#### VI. General Policies of the University

##### A. The University agrees and shall:

1. Grant the use of facilities from the published date that residence halls open, except during official recesses (Christmas, spring recess, and intervals between all terms), until the published date that residence halls close.
2. Reserve the right to close the residence halls in any other period in which the University is not in session.
3. Reserve the right to cancel a contract if the student fails to meet the terms and conditions stated, if the student violates residence hall or university

regulations as stated in the university catalog, the student handbook and/or any other official university publication, or if the University determines that the continued residence of the student would pose a danger to the general well-being of other members of the residential community. (Nothing in this contract shall be construed as granting to the student any right or property interest with respect to campus housing. Nothing in this contract or its cancellation gives rise to any right to procedural or substitute due process in behalf of the student. This contract may be canceled by the University for any reason stated herein, as determined in the sole and final discretion of the University.)

4. The University reserves the right to enter student rooms under certain circumstances including, but not limited to, inspections for fire and life safety, health, general housing policy compliance, cleaning, inventory, epidemics or other emergency, pest control, occupancy verification and/or general repair. If such inspections are of a routine or periodically recurring nature, reasonable effort will be made to give prior notice.
5. Reserve the right to confiscate, discard, and hold or surrender to appropriate authorities any item in any room that violates residence hall or university regulations as stated in the university catalog, the student handbook, and/or any other official university publications.
6. Not be liable for damage to or loss of personal property, failure or interruption of utilities, or injury to persons. Students are encouraged to provide their own health and personal property loss insurance.
7. Terminate the housing contract in the event: (1) a student withdraws from school; (2) the student is suspended or dismissed due to academic or disciplinary reasons; (3) there is verification that a student is not attending 9 undergraduate (or 6 graduate) hours of classes or the equivalent; (4) if student fails to meet financial obligation to the University.

##### B. The student agrees:

1. To notify the Department of Housing before dropping any class that will reduce the student's enrollment below 9 hours undergraduate or 6 hours graduate enrollment.
2. **The student is responsible for the condition of the assigned space and shall reimburse the University for damage to the space and damage to or loss of fixtures, furnishings or properties furnished under the contract. No alterations may be made to the area of furnishings provided by the University. All furniture in your room at the time you move in must stay there for the duration of your residency. You may not remove, store or trade furnishings from your space. There is a \$50 charge for violating this policy. Additional furnishings brought into the room by the resident must be freestanding and clear of all existing furniture, fixtures and walls. All additional furniture must receive prior approval from the Housing or Residence Life Office. Students must maintain room in a clean, healthy and safe manner. Fire and life safety checks will take place throughout the school year staff members from the Department of Housing and the Department of Residence Life.**
3. That double rooms are occupied by two persons. In case one of the occupants does not claim his/her assigned room space or moves, the student who remains agrees to accept an assigned roommate or move to another double room upon request. Singles are granted only by priority date of original application and contract for the requested period.
4. That a room will be occupied only by students who are assigned to the room.
5. To officially check out of the residence halls with Department of Residence Life staff and to clear all financial obligations to the residence halls.
6. That the University shall not be responsible or liable to pay for the loss of, or damage to the student's personal property.
7. That if the student withdraws from all classes during any semester, he/she will vacate the building within 24 hours, properly following all checkout procedures, unless approval has been given by the Director of Housing. All requests must be made prior to student withdrawing at the Office of the Registrar.
8. To assist and cooperate in general cleanliness and upkeep of the premises and to immediately report to the staff any breakage, damage, or need for repairs.
9. To be responsible for accommodations assigned and shall reimburse the University for all damages to assigned space and/or community area.
10. **As a member of a residential community, each student is responsible for community areas including but not limited to, hallways, bathrooms, stairwells, elevators, lounges, study rooms, laundry rooms, and kitchens. Residents are expected to take every precaution to assure that communal property is not abused. In halls or areas where the University has determined that there is abuse or destruction of University property and the responsible individual(s) cannot be identified, all residents will be held responsible for paying a prorated portion of repair and/or replacement costs. When organization have exclusive use of an area such as RHA or sororities, these organizations are responsible for reimbursing the University for the cost from damages to communal property if the responsible individual(s) cannot be identified.**
11. Not to smoke within the residence halls, to abide by designated smoking locations and to discard all cigarette butts appropriately.
12. To be responsible for knowing and observing university regulations as set forth in official publications, which are incorporated herein and any reference made part of hereof.

##### VII. Contract Appeals

Any student that wants to break the Housing Contract during the contract period must provide written documentation of exigent circumstances. The student needs to setup an appointment with the Director of Housing and bring all documentation to the meeting. If the student is not satisfied with the decision rendered by the Director; they can appeal to the Vice President of Student Affairs.

It is the policy of the University of North Alabama to afford equal opportunities in education and in employment to qualified persons regardless of age, color, creed, disability, national origin, race, religion, or sex, in accordance with all laws, including Title IX of Education Amendments of 1972, Title VII of the Civil Rights Act of 1991, and Executive Order 11246. The coordinator for all nondiscrimination policies for students is Irons Law Firm, 219 N. Court Street, Florence AL. 35630; for employees, the Director of Human Resources and Affirmative Action, Room 222, Bibb Graves Hall.