

STATEMENT OF TERMS AND CONDITIONS OF OCCUPANCY

This is an agreement between the *University of North Alabama*, hereinafter referred to as the *University*, and the *student*, also referred to as the *resident*. If the student is under nineteen (19) years of age, this is an agreement between the University and their 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. Residence Requirement:** The University of North Alabama requires all first time, full time freshmen and ESL students to live on campus for up to one academic year in residence hall assignments (fall/spring or spring dependent upon application term) and one calendar year in apartment assignments (fall/spring/summer or spring/summer dependent upon application term). However, if a student withdraws from, but then returns to the University during the same academic year, the student will be required to live on campus the remaining portion of said year. Exemptions to the Freshman Residency Requirement may be found at www.una.edu/housing.
- **II. Application Fee:** A non-refundable application fee of \$150 must be paid in order to submit and process the application and contract.
- **III. Eligibility:** Any person who has been admitted or will be enrolled in at least twelve (12) undergraduate semester hours, enrolled in the ESL Program, or nine (9) graduate semester hours may enter into this contract with the University. Approval must be secured from Housing & Residence Life to continue on-campus residency for undergraduates with less than twelve (12) hours enrolled or graduates less than nine (9) hours enrolled. Approval is dependent upon space and availability as well as student status in terms of academic and conduct standing. A conviction for a sex offense or felony can result in the applicant being ineligible for an assignment in university housing and an application being denied or canceled. Disqualifications may be appealed to the Director of Housing & Residence Life and reviewed on a case-by-case basis.
- IV. Payment: The student agrees to pay the University the approved and published rate when tuition is due. Charges for each respective semester will be placed on the student account. Apartment charges shall be computed by semester (5/6 months) as selected by the resident for each semester in the academic year and/or dictated by property restrictions. Outstanding rent payments shall be considered an encumbrance upon student or employee records and treated the same as any other debt owed to the University. If a student fails to enroll or 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 unless otherwise approved by Housing & Residence Life. The student agrees that failure to make payment as prescribed does not relieve the resident of accumulated housing fees while in residence. The student understands that nonpayment may result in denial or immediate termination of housing accommodations and services, as well as University registration, until the amounts due are paid.
- V. Contract Period: Housing contracts are for an academic year. Residents will be permitted to occupy pre-designated housing during the summer months without enrolling for the summer term contingent upon documentation of enrollment as a full-time student at UNA for the fall semester. The Housing Contract will not be automatically extended at the time of expiration. Resident's may select to extend their contract for the following academic year during the publicized renewal period. Apartment contracts are billable at 6+6 months to include the following summer. Contracts begin in August and conclude in May for students that are no longer enrolled due to graduation/withdrawal and in July for students with summer courses and no active contract for the following academic year. Dates are specific to the academic calendar each year and posted one year in advance.
- VI. Adjustment to Contracts: Any student that wants to terminate the Housing Contract must provide written documentation of exceptional circumstances including withdrawal from the university, call to active military duty, graduation, academic study abroad, academic internship, university dismissal, approved medical condition, or change in marital/parental status. The student must submit a Contract Release Appeal form at www.una.edu/housing to be reviewed by a pre-approved committee. If the student is not satisfied with the decision rendered by the committee and has new

information, they can appeal the decision to the Assistant Dean of Students of Housing & Residence Life, or their designee. Housing & Residence Life adheres to the university refund policy which states no refund after the 7th day from classes beginning.

- **VII. Special Needs:** If special accommodations are needed under the Americans with Disabilities Act, a request form must be submitted online by the student and medical provider at www.una.edu/housing. Requests for special accommodations should be submitted by the priority date listed at www.una.edu/housing to allow for preparations to be made. If an emotional support animal is to be requested, please refer to the Housing & Residence Life webpage for more information and the request/approval process.
- **VIII. Accessibility:** The University unconditionally reserves the right to inspect all portions of rooms with advance notification at times convenient to its staff and to implement other steps necessary and advisable for the safety, security and conduct of its residential program.
- **IX. Rights of Others:** The University reserves the right to revoke the privilege of living in and visiting university housing whenever the actions of a resident or visitor are not conducive to an academic living environment or when such actions violate university policy and/or interfere with the rights of others.
- X. General Conduct: Residents and visitors are expected to maintain a reasonable level of noise in and around university housing at all times, as well as follow all posted and written policies found in the UNA Student Handbook, Housing Contract, Housing & Residence Life website, and Guide to Residential Living. Violations are subject to conduct outcomes as outlined in the Student Handbook. The Housing Contract may be canceled by the University for disciplinary reasons with no refund of rent.
- **XI. Housing Check-In**: Residents will receive instructions for university housing opening via UNA Portal and the Housing & Residence Life website. Advance notification must be provided to Housing & Residence Life if arriving after 5:00 p.m. on the first day of classes or else the resident will forfeit their housing assignment
- XII. Housing Check-Out: University housing closing dates/times are posted on the Housing & Residence Life website at the beginning of the academic year. Residents must officially check out by removing all personal belongings, cleaning their assigned space according to departmental expectations, and returning their key(s) by the allocated time. Failure to comply with checkout procedures will result in monetary fines. The University is not responsible for property left in university housing during breaks and any abandoned items will be disposed of per departmental policy available on the Housing & Residence Life website.
- **XIII. Assignment Changes**: Residents who wish to alter their housing assignment may request to do so during the Room Change process at the onset of each semester. All changers are dependent upon space and availability. Written permission must be obtained from Housing & Residence Life prior to any move.
- **XIV. Consolidation:** Double occupancy rooms should be occupied by two persons. When one of the occupants moves (for any reason), the remaining student agrees to consolidate or pay for a private room (if available). If two residents agree to accept a roommate, but neither is willing to move, that move shall be determined administratively by Housing & Residence Life using the following criteria: classification of students, length in residence, housing application date.
- **XV. Room Care:** Residents are expected to maintain a safe and clean space at all times. There are monthly inspections for cleanliness in all university housing. Residents are responsible for the general cleanliness and upkeep of their assigned living space and common areas and expected to report any breakage, damage, or need for repairs to university staff. Failure to comply with cleanliness standards could result in the conduct process and/or termination of contract without refund of rent.
- **XVI. Responsibility for Damage:** Residents will be 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 provided furniture must stay within the assigned space for the duration of residency. Residents may not remove, store, or trade furnishings from your space. Violation of this policy may result in a financial charge. Additional furnishings brought into the room by the resident must be freestanding and clear of all existing furniture, fixtures, and walls. Any additional furniture must meet fire safety standards as outlined by the university.
- **XVII. General Policies of the University:** The University reserves the right to enter a student's assigned space under certain circumstances including, but not limited to, inspections for Health and Safety issues, student health concerns,

general Housing & Residence Life policy compliance, cleaning, inventory, epidemics, pest control, occupancy verification general repair and/or other emergency situations. If such inspections are of a routine or periodically recurring nature, every effort will be made to give prior notice. The University reserves 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, Housing & Residence Life website, and/or any other official university publications. The University is not liable for damage to or loss of personal property, failure or interruption of utilities, or injury to persons. Students are strongly encouraged to provide their own health and personal property loss insurance.

The University makes all assignments without regard to race, color, religion, sexual orientation, or national origin and rejects all requests for change of assignment based upon reasons of race, color, religion, disability, national origin, or other protected category.