

CONTRACT FOR ROOM AND BOARD ACCOMMODATIONS

UNIVERSITY OF ARKANSAS AT MONTICELLO 2021-2022

*NOTE: It is the responsibility of the student to be familiar 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.

**NOTE: All residence hall occupants are required to have a meal plan. Students not marking a meal plan choice above or choosing "None" will be placed on the Unlimited plan.

Definitions

Academic Year – refers to the contract term beginning when the assigned hall is designated for official opening prior to the first day of classes in the fall semester and ends at 4:30 p.m. on the day of commencement at the end of the spring semester (noon on the following day for graduating seniors).

Academic Year Facility – refers to University Apartments. These facilities remain open during semester and spring breaks subject to the conditions listed in Section II.

Deposit – refers to the One Hundred Dollars (\$100) submitted with the contract.

Official Opening – refers to the day a residence hall is designated by Residence Life 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 contractee's assignment in a residence hall.

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 at Monticello. The terms and conditions of the room and board contract with the University of Arkansas at Monticello are as follows:

I. Eligibility and On Campus Residency Requirement

- A. ALL SINGLE FRESHMEN UNDER TWENTY-ONE (21) YEARS OF AGE ARE REQUIRED TO LIVE ON CAMPUS IN A RESIDENCE HALL OR IN THEIR PARENT'S OR LEGAL GUARDIAN'S PERMANENT HOME. EXCEPTIONS MAY BE GRANTED BY RESIDENCE LIFE FOR EXTREME CIRCUMSTANCES THAT PREVENT THE INDIVIDUAL FROM LIVING ON CAMPUS.
- B. To be eligible to live in a Residence Life Facility, a person must 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 at Monticello. 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 Residence Life with confirmation of their status by their faculty advisor.
- C. The University reserves the right not to 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.

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 daily charge.
- D. Meal service will begin with lunch on the first day the assigned hall is designated for official opening and end with lunch on the last day of final exams for each semester. **Meal service will not be available during Thanksgiving, semester, and spring breaks.**
- E. Only students in Academic Year Facilities (as defined above) may occupy their Student Assignment during University breaks. Persons living in any other Residence Life Facility may not occupy their Student Assignment during Fall/Thanksgiving break, semester break, or spring break. 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 other Residence Life students who request such accommodations and who meet Residence Life designated criteria. Residence Life cannot guarantee that break housing will be available.
- F. Residents graduating at the end of the fall semester who live in an Academic Year Facility must vacate their Student Assignment by Noon the day following commencement.
- G. 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 Residence Life.

H. The last day to check into a Student Assignment is 4:30 PM on the first day of classes unless special arrangements are made with Residence Life. Contracts of students not checked-in by this time are subject to cancellation in accordance with Section VI, part E and F.

III. Charges and Payments

A. A Deposit (as defined above) of One Hundred Dollars (\$100) must be paid with this contract. The \$100 Deposit is required even if the student is or will be on a scholarship or other financial aid that covers room and board.

B. If the University is unable to assign the student to a space including overflow/temporary housing as stated in Section IV, part A., One Hundred Dollars (\$100) of the Deposit will be credited to the student's account.

C. The charges for room and board vary according to the Residence Life Facility, the Student Assignment, and the assigned meal plan. A listing of room and board rates, which is fully incorporated herein by reference, will be available no later than July 15, on the Residence Life website: <https://www.uamont.edu/life/Housing>, subject to receiving approval from the Board of Trustees of the University of Arkansas System. The University reserves the right to raise room and board rates at any time upon thirty (30) days' notice.

D. Room and board payments may be made at one time for each semester or as arranged through the University Cashier'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.

E. 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.

F. Students must comply with the administrative checkout procedure whenever they checkout 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.

G. Administrative charges assessed for cancellation of the contract by the student are set out in Section V.

H. 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 hall or area. 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 final exams, 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 the Student Assignment and roommate assignments. Race, national origin, disability, religion or any other basis prohibited 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 contract and One Hundred Dollar (\$100) Deposit.

C. The University reserves the right to determine, designate, change and/or restrict the utilization of Residence Life-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.

D. Any student desiring (a) specific roommate(s) may not assign or be assigned with those roommate(s) until all desired roommate(s) submit a completed room and board contract and the required One Hundred Dollar (\$100) Deposit.

E. Housing assignments are personal, non-transferable and non-assignable. Students may make room and hall or apartment changes to their Student Assignment (during designated dates and times) until July 15.

F. After Residence Life Facilities open in August and January, students may request room and/or roommate changes within their current hall until the first day of classes in the fall or spring semester. Residence Life must approve any room and/or roommate changes within the same hall prior to the change.

G. In order to allow assignment of students housed in temporary/overflow housing, requests to change student assignment to a different facility may not be made until the tenth (10th) day of classes.

H. The University reserves the right to make changes to Student Assignments and/or roommate assignments at any time, and to assess an additional charge for single occupancy when only one student with a double room or apartment contract occupies a room or apartment. The University also reserves the right to reassign the student at any time due to facility changes, roommate conflicts, conduct action and/or an emergency or casualty that renders the student's room unsafe or otherwise uninhabitable.

I. Meal plans are personal, non-transferable and non-assignable. Meal plan changes decreasing a student's meal plan can ONLY be made through

the tenth (10th) day of classes each semester. Meal plan changes increasing a student's meal plan can be made at any time prior to the end of the semester. Requests must be made in writing and signed by the student or sent to the central office of Residence Life by the student using their official University of Arkansas at Monticello email account. The availability of Declining Balance may be limited until after the tenth (10th) day of classes each semester.

V. Cancellation or Termination of the Contract by the Student

A. Students may not cancel or terminate this contract except as stated herein without prior written approval by Residence Life.

B. Before the start of the Contract Period, students requesting to cancel their contract may submit a signed cancellation request in writing to Residence Life or they may email Residence Life at reslife@uamont.edu from their official University of Arkansas at Monticello email account. All requests must include their University ID number. Students who are not required to live on campus and who have received approval from Residence Life before the start of the Contract Period, or who are not attending the University, may cancel or terminate this contract and receive a refund of the balance of their One Hundred Dollar (\$100) Deposit.

C. 100% of the One Hundred Dollar (\$100) Deposit will be refunded 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. If withdrawal and/or checkout are prior to the 60th day after the hall opening in the fall or spring semester, the contractee will be responsible for 50% of their room and board charges and a \$400 cancellation fee. The One Hundred Dollar (\$100) Deposit will be retained by the University. The University may refund \$100 of the Deposit for students who graduate at the end of the Fall semester.
2. If withdrawal and/or checkout are on or after the 60th day after the hall opening in the fall or spring semester, the contractee will be responsible for room and board charges for the remainder of the term and a \$400 cancellation fee 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 Residence Life 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 Residence Life; (3) Failure to be registered for and attending the required number of credit hours; (4) Violation of Residence Life Facility or University policy, rules or regulations, including but not limited to, the regulations set out in the 2021-22 Residence Life Handbook available at <https://www.uamont.edu/life/Housing/> and/or the 2021- 2022 UAM Student Handbook, which are fully incorporated herein by reference; (5) Failure to maintain the 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 sufficient 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. The University may cancel or terminate this contract when admission to the University has been cancelled or admission application withdrawn.

D. Failure to vacate any Residence Life 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.

E. Contracts of non-freshmen who do not check-in to their assignment by 4:30 p.m. on the first day of classes may be cancelled and the student charged Fifty Percent (50%) of their assigned fall room charges.

F. Contracts of students covered by the on-campus residency requirement who do not check-in to their assignment by 4:30 p.m. on the first day of classes will be cancelled only if the student no longer meets eligibility requirements (see Section I.) Contracts of students covered by the on-campus residency requirement who do not check-in to their assignment by 4:30 p.m. on the first day of classes who still meet eligibility requirements will not be cancelled and the contractee will be assessed an administrative charge.

VII. Casualty or Emergency

A. All reasonable efforts are made to protect Residence Life 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 that violates this contract or University policy. Students are strongly encouraged to obtain renters' insurance

to insure their property.

B. If the Student's Assignment should become uninhabitable due to fire or other casualty, the University will attempt to relocate the student in University housing assignment if available. If the University is unable to relocate the student to other University housing assignment, then the University may terminate this agreement.

C. The University reserves the right to modify or terminate this contract due to health or safety emergency, or otherwise due to circumstances beyond the reasonable control of the University. In the event the University terminates the Housing Contract and University housing is closed due to occurrences including, but not limited to, natural disasters, floods, fires, tornadoes, riots, epidemics, pandemics, quarantine, outbreak of infectious disease, or other reasons to safeguard individuals or the campus community, students will be liable only for room and board charges incurred through the end date of termination of the contract by the University or the date the student officially checks out of University housing, whichever is later, on a pro-rated basis. For those students who have already made payment of room and/or board charges, students will receive a pro-rated credit based on the unused days remaining in the original contract term, to be applied within the same academic or calendar year, whichever occurs first. The amount of credit will be reduced by an amount not to exceed 35% to cover a portion of fixed administrative and overhead expenses. The University reserves the discretion to restrict use of any credits issued to University housing and dining services only.

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 or damages to any property deemed abandoned.

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, Residence Life Facility, or other locations.

X. Animals

Except as required by law, all pets (for example dogs, cats, birds, rodents, reptiles) are prohibited from Residence Life 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 into Residence Life Facilities 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. The presence of assistive animals (service animals and emotional support animals) is governed by the Assistive Animal Policy and must be approved by Student Special Services and Residence Life. 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, Residence Life 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 Residence Life 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 Residence Life 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 Residence Life Facility. Residence Life 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. Residence Hall Government

All residents are members of the student government association known as the Residence Hall Association (RHA). Through its hall government structure, each residence hall is responsible for developing supplemental policies and regulations pertaining to the behavior of students living in that hall, subject to other University policies and with the approval of Residence Life. All residence hall residents are subject to the approved policies and regulations adopted by the residence hall student government association and the RHA.

XIV. Signature

A. By signing this contract by entering my full name below in the UAM Housing Portal, I am hereby contracting with Residence Life for the 2021-2022 Academic Year. I understand that the contract term begins when my assigned hall is designated for official opening prior to the first day of classes in the fall semester and ends at 4:30 p.m. on the day of commencement at the end of the spring semester (noon on the

following day 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 One Hundred Dollar (\$100) Deposit is required at the time I submit my contract and that if I cancel this contract I am forfeiting part or all of the Deposit 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.