Terms and Condition of Occupancy

This Housing Contract between the undersigned student (hereinafter "Resident"), and Arkansas Tech University, Russellville, Arkansas campus (hereinafter "University"), is in consideration for housing on the University campus during the 2022 interim and summer terms and may only be cancelled or terminated as provided herein. Upon receipt of this signed contract, the University agrees to house resident if space remains available.

I. Priority

a. University housing is available to students who are officially admitted to the university and who are enrolled. The university assigns rooms based upon requests of current and prospective occupants. First priority will go to current residents of Residence Life. Second priority goes to students currently not residing in Residence Life based upon the date the completed application and deposit were received.

II. Eligibility

a. To be eligible to be a resident in a University residence hall or apartment during summer terms a person must:
    i. Be enrolled in a Summer Session (May, June/July, or July/August), or
    ii. Be a current Spring 2022 resident, or
    iii. Be a Fall 2022 resident
b. Online Only students are eligible to live on campus.
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 other University rules or regulations, or who have a past due balance with the University.

III. Contract Term

a. The initial term of this Housing Contract shall begin at 12:00 p.m. (noon) on May 8, 2022 and end at 12:00 p.m. (noon) on August 4, 2022, unless sooner terminated or cancelled pursuant to the terms of this Housing Contract.
    i. If Resident contracts after the initial term of this Housing Contract, Resident will be charged from the date the contract is signed.
    ii. The Department of Residence Life must be contacted for a late check-in after the opening of the residence hall each session.
    iii. Residents granted permission to check in before the beginning of the initial term of this housing contract as defined above are subject to the terms of this contract and may be subject to the daily rate of the residence hall or apartment.
b. New residents who are not officially enrolled at Arkansas Tech University by 3:00 p.m. on the Friday before the summer session begins are subject to loss of any previously assigned bed space or contract termination.
c. Individuals who have signed a housing contract but who enroll after the first day of class must notify the Department of Residence Life by email at housing@atu.edu, or by mail to Department of Residence Life, 1605 Coliseum Drive, Doc Bryan, Suite 153, Russellville, AR 72801, prior to the first day of class to confirm their housing assignment.

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i. Should a Resident's contract be terminated under this provision, a Residence Life hold will be placed on their account preventing registration.

d. For the summer term, resident is expected to vacate their room by 12:00 p.m. (noon), August 4, 2022, unless resident has an active contract for Fall 2022.
    i. Fall 2022 residents needing to stay in a Residence Hall between the end of summer and the beginning of the Fall 2022 semester must be checked into their Fall 2022 assignment no later than 12:00 p.m. (noon), August 6, 2022.

IV. Charges and Payments

a. Room and board payments may be made at one time for each semester or as arranged through the University Student Accounts Office. Resident is responsible for paying all room and board charges for the entire term of the Housing Contract. The University reserves the right to raise room and board rates at any time upon thirty (30) day notice.
b. Without limiting its right to seek other remedies, the University may terminate this Housing Contract, suspend the meal plan, remove the student from University Housing, cancel Resident's enrollment in the University, and/or deny the right to participate in the room selection process for failure to pay room and board as required or for failure to complete an official room change when directed. If meal plan privileges are withdrawn, the amount charged on the student's account will not be reduced.
c. Prepayment
    i. A prepayment of $50.00 is due at the time of the signing of this contract for Residents of the residence halls. Payment is made in the housing portal.
    ii. This prepayment will be directly applied to the student's account on or before August 1, 2022.
    iii. Cancellation of the contract may result in the forfeiture of the prepayment.
d. The student's signature on the room condition report establishes acceptance of the condition of the room and contents at the time of occupancy and, therefore, becomes the standard for the condition of the room at the termination of occupancy. The University, at its sole discretion, shall make a determination of the amount of loss or damage, selection of repair method, and scheduling of repair.
e. The student must checkout in accordance with the written checkout procedures found in the Arkansas Tech University Student Handbook. Failure to properly check-out will result in an assessment of the $50.00 improper check-out fee. This charge is in addition to any individual charges assessed for damages.

V. Student Assignment and Meals

a. This contract is for available housing space and does not guarantee any specific room, building, roommate, or type of accommodation. The University reserves the right to make and alter the student assignment and roommate assignments. Race, color, religion, national origin, sex, sexual orientation, gender identity, age, disability, genetic information, or veteran status shall not be considered in making roommate assignments.
b. Student assignments can only be made after completion of the Housing Application, Housing Contract, and receipt of the deposit.

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c. Resident not registered for classes by May 4 (July 1 for Fall) and do not have a scheduled advising appointment may lose their given assignment and be placed on the Housing waiting list until registered.
d. Roommate assignments cannot be made until the requested roommates submit the completed Housing Application, Housing Contract, prepayment, and request their roommate in the housing portal.
    i. Requests for roommates must be mutual.
    ii. Roommate must accept the request from Resident in the housing portal. Students are only allowed to have one accepted roommate.
    iii. Mutually accepted roommates should have the same preferences. It is the responsibility of Resident and roommate to choose the same room, hall, and/or apartment during room selection.
    iv. Space will not be held for requested roommates whose Housing Application, application fees, security deposit, and Housing Contract are not completed in time to be given a time slot to select the same room, residence hall, or apartment. The University cannot guarantee such assignments.
e. Resident is required to purchase a meal plan unless living in the University Commons Apartments. Any inquiries for meal plans should be directed to Student Accounts, Brown Building, Suite 241, 105 West O Street, Russellville, AR 72801, (479) 498-0271.
    i. Students who request and are approved to move to University Commons after the last day to switch meal plans will not be allowed to cancel their meal plan.
f. Resident will select their meal plan in the housing portal.
    i. Should Resident fail to select a meal plan in the housing portal, resident will automatically be placed on meal plan Summer 65.
    ii. Resident will not be able to adjust their summer meal plan, but may add an additional meal plan if all meals have been used.
    iii. Meal plans will begin on May 9, 2022 and end on August 10, 2022.
    iv. Meal plans are non-transferable.

VI. Occupancy

a. Resident is expected to occupy their residence hall, room, or apartment on a full time basis.
b. Resident who does not check in (receive a key and complete a room condition report) may have their housing contract terminated. Resident may be subject to full room charges of their residence hall or apartment.
c. Resident who does check in (receive a key and complete a room condition report) but fails to reside in their room or apartment for a period of more than ten consecutive days may have their housing contract terminated. Resident may be subject to full room charges of their residence hall or apartment.

VII. Prohibited Items

a. Unless otherwise permitted by law, the following are not permitted in rooms, residence halls, or apartments:

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i. Operation of a private business, smoking, use of any tobacco product, electronic cigarettes, space heaters, window unit air conditioners, waterbeds, fireworks, weapons, knives (with blades larger than 3 inches in length) handguns, except as permitted by Act 562 of 2017, firearms, ammunition, explosive materials, alcoholic beverages, illegal drugs, incense, candles, anything with an open flame, halogen lamps, hot plates, suntan lamps, Hoverboards, multiple socket plugs, any appliances with an open heating coil, or other items prohibited by the Arkansas Tech University Student Handbook.
ii. Appliances used in Resident's room must meet the specifications of the Department of Residence Life and be U.L. approved.
iii. Dogs, cats, birds, rodents, reptiles, amphibians, fish, or other animals are not permitted at or in University Housing Facilities, unless permitted by law. Guests may not bring dogs, cats, birds, rodents, reptiles, amphibians, fish, or other animals. Strays should not be encouraged to remain in the area. Any dogs, cats, birds, rodents, reptiles, amphibians, fish, or other animals found in University Housing Facilities will be presumed to be a stray and may be removed.

VIII. Service or Assistance Animal.

a. Residents receiving this accommodation must comply with the terms and conditions of the University Service and Assistance Animal Policy.

IX. Illegal Downloading/File Sharing Violations.

a. Illegal Downloading/File Sharing of copyrighted material as defined by the Digital Millennium Copyright Act of 1998 is not permitted within rooms, residence halls, or apartments. Participating in Illegal Downloading/File Sharing of copyrighted material may result in judicial sanctions as indicated in the Arkansas Tech University Student Handbook.

X. Cancellation of the Contract by the Resident

a. Residents are urged to submit a housing application only if they are certain they wish to reside in campus housing. If cancellation is requested, the resident will be required to make all of the following payments, including loss of prepayment, prorated rent, damage charges, and improper checkout charges (if applicable).
b. All requests to cancel contracts before the start of the contract term must be submitted in writing to the Department of Residence Life. Cancellations processed through other offices are not valid. Contract cancellations must be submitted through the housing portal. Should Resident fail to notify the Department of Residence Life, in writing, of their need to cancel their housing, Resident will be responsible for charges assessed to hold their housing assignment.
    i. Residents who cancel their contract within five (5) business days of the date of submission of the contract to the ATU Residence Life Office will forfeit their entire prepayment ($50).
    ii. Residents who cancel their contract within ten (10) business days of the date of submission of the contract to the ATU Residence Life Office will forfeit their

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entire prepayment ($50) and a $250 cancellation fee shall be imposed by placing it on the student's Arkansas Tech University account.

c. After initial term has started or resident has checked-in and received a key, this contract may only be cancelled by the student for the following reasons: graduation, official withdrawal from the University, student teaching or academic internship, marriage, or military leave.
d. If the Resident re-enrolls during the original contract term, their cancellation is voided and all terms, conditions, and charges will be reinstated. However, Resident's room assignment may change.
e. If Resident cancels the contract for official withdrawal from the University during the contract term, Resident will be required to make all of the following payments if applicable: prorated rent, damage charges, lock change charges, and improper checkout charges. If resident cancels the contract and then decides to re-instate during the same academic year, the charges described above will not be refunded. Resident will also be responsible for charges from the date of contract re-instatement through the end of the contract term.
f. Contract cancellation is effective only upon completion of proper checkout procedures if Resident is currently living on campus.
g. Prorated rent is determined by dividing the room rate by the number of days in the semester, concluding with the date of the last scheduled final exam. This daily rate is then multiplied by the count of days from the official contract start date through the date when Resident properly checks out of Resident's room, hall, or apartment.
h. Cancellation is only effective for the current contract term. Should Resident not meet exemption from the on campus residency requirements for the next contract term, Resident will be required to live on-campus.

XI. Contract Termination by University

a. Resident is responsible for payment of room and board charges for the entire term of the contract. Loss of scholarship, financial aid, or inability to pay does not release Resident from the terms and conditions of this housing contract. The University may terminate this contract, with no refund of room and board charges, if one of the following occurs:
    i. Failure to pay any payments or charges by the required date;
    ii. Official University disciplinary action requiring removal of the student from University Housing;
    iii. Failure to register for courses by the first day of class even if a housing deposit, security deposit, or both have been paid;
    iv. Failure to remain enrolled in the required number of credit hours;
    v. Violation of any of the terms, rules, or regulations contained in the Arkansas Tech University Student Handbook;
    vi. Failure to maintain the room in a safe and sanitary condition;
    vii. Violation of the terms of this contract;
    viii. An emergency or casualty;
    ix. If the student is a safety threat to himself or herself or to others.

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b. Residents who withdraw from the University, or who are suspended for academic, disciplinary, or financial reasons, are required to remove their belongings from University property within 24 hours of their termination of attendance.
c. University reserves the right to remove personal belongings of Residents who do not follow the time schedule.
d. University assumes no responsibility for the security of Resident's belongings under these conditions. Personal property left in Resident's room, residence hall, or apartment after 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. Resident will be held financially responsible for costs incurred for removal. University shall not be responsible or liable for any losses or damages to abandoned property.

XII. Liability

a. The University shall not be responsible for lost, stolen, or damaged property. The University shall not be responsible for damages made to property due to University equipment failure.
b. The University shall not be responsible for personal injury sustained on University premises.
c. University will not be liable to any Resident or guest, for injury, damage or loss to person or property caused by criminal conduct of other persons, including, but not limited to, theft, burglary, assault, vandalism, or other crimes.
d. Resident agrees to indemnify the University, its officers, and employees for any and all damages or other loss that may be suffered by others as a result of any action or negligence of Resident. Nothing in this contract shall be deemed to waive the sovereign immunity of the State of Arkansas, Arkansas Tech University, its Trustees, officers, employees, and other staff.
e. Resident is encouraged to obtain renters insurance to insure their property.

XIII. Guests

a. Resident is responsible for the behavior of their guests. University reserves the right to restrict the number of nights any non-resident may spend as an overnight guest in the residence halls and University Commons Apartments. University reserves the right to restrict access by guests who have violated University policy and/or present a threat to the safety or security of other residents. All applicable policies regarding guests must be adhered to.

XIV. Room Conditions and Damages

a. Prior to moving into the assigned room or apartment, Resident shall complete a Room Condition Report. When vacating the assigned room or apartment, Resident agrees to comply with all checkout procedures of the University, including, but not limited to, cleaning Resident's room or apartment, and leaving the room or apartment in the same condition as when received, reasonable wear and tear accepted.
b. The parties hereby agree that the Room Condition Report shall serve as the basis for any damage charges that are assessed by the University.

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c. Failure to complete a Room Condition Report will be an acknowledgment by Resident that Resident has inspected the room or apartment, fixtures, and furniture and that the room or apartment, fixtures, and furniture are in good condition.
d. Resident shall use reasonable diligence in care of the room or apartment and common areas. Resident agrees to pay all charges for cleaning, maintenance, or repair deemed necessary by University to return the premises to the same condition as when accepted, reasonable wear and tear accepted. Reasonable wear and tear is defined as wear occurring without neglect, carelessness, or abuse on Resident's behalf.
e. Resident shall pay for all damage to the building, electrical system, plumbing system, mechanical system, or furniture caused by Resident's action or negligence.
f. Resident agrees that where two or more residents occupy the same room or apartment, and the responsibility for damage, loss, or the University cannot ascertain other charges, the cost of the damage, loss, or charges will be allocated and assessed equally to all occupants of the room or apartment.
g. Resident must comply with the administrative checkout procedure whenever they check out of their room. An 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 other charges assessed for damages. Resident will receive notification via Resident's @atu.edu email address if resident is being charged for failure to properly check-out of the facility or for damages.
h. Resident will have 30 days to appeal these charges, in writing according to the policy outlined in the Arkansas Tech University Student Handbook.

XV. Repairs

a. All requests for repairs and services must be made to the Department of Residence Life at http://www.atu.edu/reslife/form-maint2.php.
b. University may temporarily turn off equipment and interrupt utilities to avoid property damage or to perform work requiring such interruption.
c. In case of malfunction of utilities or damage by fire, water, or similar cause, Resident shall notify the University immediately.
d. In case of malfunction of air conditioning or other equipment, Resident shall notify University as soon as possible on a business day.
e. Resident shall promptly notify University in writing of water leaks; electrical problems; carpet holes; broken glass; broken locks or latches; and any condition, which materially affects health or safety.
f. Rent shall not abate or halt during such repair periods but may be prorated, at the discretion of the University, if the University requires the Resident to vacate University Housing for a period of twelve (12) or more consecutive hours. Except for such proration of rent, it is expressly understood and agreed that whenever repairs to be made by University shall be delayed because of factors beyond its control, the obligations of Resident shall not be affected thereby, nor shall any claim accrue to the Resident against University.

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g. If fire or catastrophe damages are substantial in the University's reasonable judgment, University may terminate this contract within a reasonable amount of time by giving written notice to Resident.

XVI. Right of Entry

a. Resident has a reasonable right of privacy in Resident's assigned room or apartment and to Resident's belongings. However, the University reserves, and the Resident hereby consents to, the University's right to enter Resident's room or apartment in case of a health or safety emergency, to make routine maintenance or safety inspections, to maintain health and safety standards, to host fire drills or to enforce the rules and regulations of Arkansas Tech University or the laws of the State of Arkansas. Requests for maintenance made by Resident for work or repair in their room or apartment grant the University right of entry without notification to resident. Once the request for maintenance has been made, Resident may not refuse access.

XVII. Lost Keys

a. Lost or broken room keys will result in Resident's lock being changed. The cost of lock changes and replacement of keys will be charged to Resident's University account.

XVIII. Residence Hall and Apartment Regulations

a. Each Resident will be responsible for knowing and following all Residence Life Policies and Procedures, Rules and Regulations, and the Student Code of Conduct in the Arkansas Tech University Student Handbook located here. www.atu.edu/studenthandbook.
b. University reserves the right to at any time to make changes to the Residence Life Policies and Procedures, Rules and Regulations, and the Student Code of Conduct, as University shall in its judgment determine to be necessary for the safety, care, and cleanliness of the premises and for the preservation of good order, comfort, and benefit of Residents in general.

By signing this contract Resident agrees to become aware of and observe all other policies, regulations, and guidelines published in the aforementioned documents and understands that they are incorporated as terms of this contract as if set forth herein word for word. I HAVE READ AND AGREE TO ABIDE BY THE ABOVE PROVISIONS. I UNDERSTAND THAT THIS IS A BINDING CONTRACT FOR ONE ACADEMIC YEAR AND THAT SIGNING OBLIGATES ME TO ROOM AND BOARD PAYMENTS FOR THE SUMMER 2022 ACADEMIC TERM.

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