This Housing Contract between Resident ________________________________, and Arkansas Tech University, Russellville, Arkansas campus (hereinafter “University”), is in consideration for residence hall housing on the University campus during the 2014-2015 academic year. Upon receipt of this signed contract, the University agrees to house resident if space remains available. Signed contracts received after June 1, 2014, may not be honored if there are no rooms available.

1. On-Campus Residency Requirements. Single students between the ages of 18 and 21, and with fewer than 60 earned credit hours of college work, are required to live on campus, as space permits, in University owned housing facilities. These students are required to purchase a meal plan unless living in the University Commons Apartments, or Vista Place. Exemptions to the On-Campus Residency Requirement include: students living with immediate family (Mother, Father, Sister, Brother) within a 30 mile radius of the Russellville, Arkansas campus, married students, or students with dependent children.

2. Eligibility. To be eligible to be a Resident in a University residence hall, a person must carry a meal plan (for residents of Vista Place, and University Commons Apartments, a meal plan is optional) and be enrolled at the University campus in a minimum of nine (9) undergraduate semester hours each semester or a minimum of six (6) graduate hours each semester. 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.

To be eligible to be a Resident in the University Commons Apartments, a person must be enrolled at the University campus in a minimum of nine (9) undergraduate semester hours each semester or a minimum of six (6) graduate hours each semester. Initial preference for apartment assignments will be given to those students who have earned a minimum of thirty (30) credit hours of college work and have a minimum (2.5) cumulative grade point average. 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. The maximum number of persons occupying an apartment shall be no more than four (4) persons in a four-bedroom apartment, and no more than two (2) persons in a two-bedroom apartment. No other occupants are permitted.

3. Contract Term. The initial term of this Housing Contract shall begin at 12:00 p.m. (noon) on August 25, 2014 and end at 6:00 p.m. on May 5, 2015. For Residents residing in the University Commons Apartments for a twelve (12) month period the initial term of this Housing Contract shall begin at 12:00 p.m. (noon) on June 1, 2014 and end at 6:00 p.m. on May 5, 2015. For Residents residing in the University Commons Apartments for a nine (9) month period the initial term of this Housing Contract shall begin at 12:00 p.m. (noon) on August 25, 2014 and end at 6:00 p.m. on May 5, 2015. This contract binds the Resident for the full academic year. The residence halls will close from 5:00 p.m. December 16, 2014 until 12:00 p.m. (noon) on January 11, 2015 for winter break. Resident may not occupy his/her residence hall room while facilities are closed, without written permission from the Office of Residence Life and are subject to the daily rate for that residence hall or apartment.

The University Commons Apartments do not close during the winter break period.

Assigned bed space will only be held until 5:00 p.m. on the first day of class each semester. After that time, it may be reassigned. The Resident Director must be contacted for a late check-in after the opening of the residence hall each semester. If Resident contracts after the initial term of this Housing Contract, Resident will be charged from the date the contract is signed. Residents 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 the daily rate of the residence hall or apartment.

For the fall semester, Resident is expected to vacate their room within twenty four hours after their last final exam or by 5:00 p.m. December 16, 2014, whichever comes first. For the spring semester, Resident is expected to vacate their room within twenty four hours after their last final exam or by 6:00 p.m. May 5, 2015, whichever comes first.

Residents involved in Fall or Spring semester commencement activities or other students needing an exception to this requirement must obtain approval in advance from the Office of Residence Life and may be subject to the daily rate of Resident’s room or apartment.

4. Room/Hall/Apartment Assignments. The University reserves the right to make roommate, residence hall, and apartment assignments and/or to reassign Resident to different rooms, roommates, residence halls, or apartments at any time. The University also reserves the right to reassign Resident at any time due to facility changes, roommate conflicts, disciplinary action and/or emergency or casualty that renders the student’s room unsafe or otherwise uninhabitable. Race, national origin, disability, religion, sexual orientation, or any other basis prohibited by federal or state law will not be considered in making roommate assignments. Resident may only occupy their assigned half of a room, their assigned bedroom within an apartment or suite. Resident may change rooms only with written authorization from the Office of Residence Life. Resident may not subcontract his/her room assignment or allow an unauthorized person to occupy the premises. Resident may not allow non-resident(s) to store personal belongings in their residence hall room or apartment. Unauthorized room changes or failure to move out of a room, residence hall, or apartment when required may result in additional charges to Resident. When necessary, the University reserves the right to assign the Resident to alternate housing (whether short-term or long-term) at either an on-campus or off-campus location(s). Further, the University reserves the right to assess an additional charge for single occupancy when only one Resident occupies a double room.

5. Occupancy. Resident is expected to occupy their residence hall, room, or apartment on a full time basis. Resident who does not check in (receive a key and complete a room condition report) may have their housing contract terminated and forfeit any housing portion of any Arkansas Tech University scholarship. Resident will be subject to the daily rate of their residence hall or apartment. 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 and forfeit any housing portion of any Arkansas Tech University scholarship. Resident will be subject to the daily rate of their residence hall or apartment.

6. Roommate Requests. Requests for roommates must be mutual and on both Residents’ applications. Mutually requested roommates should have the same hall preferences. Space will not be held for requested roommates whose application, application fees, and contracts are not received in time to be assigned concurrently to the same room, residence hall, or apartment. While every effort will be made to meet roommate requests, the University cannot guarantee such assignments.

7. Rates. The rates and fees charged under this contract will be determined by residence hall, or University Commons Apartment, assignment. A listing of room and board rates, which is fully incorporated herein by reference, will be available no later than July 22, 2014, on the Residence Life website: http://www.atu.edu/reslife/ subject to receiving approval from the Board of Trustees of Arkansas Tech University. The University reserves the right to raise room and board rates at any time upon thirty (30) days’ notice. Resident agrees to make full payment of all room and board fees charged by the University independent of financial aid awards if any. Resident’s failure to meet financial obligations for room and board payments may result in denial, termination of the contract, denial of transcripts, denial of reassignment, inability to re-enroll in courses, or change courses, as well as any other action set forth in the Arkansas Tech University Student Handbook and/or Catalog.

8. Prohibited Items. The following are not permitted in rooms, residence halls, or apartments: operation of a private business, smoking, use of any tobacco product, space heaters, window unit air conditioners, waterbeds, fireworks, firearms or other weapons, stun guns, ammunition, explosive material, tattoo guns or tattoo needles, alcoholic beverages, illegal drugs, incense, candles, anything with an open flame, halogen lamps, hot plates, suntan lamps, multiple socket plugs, any appliances with an open heating coil, or other items prohibited by the Arkansas Tech University Student Handbook. Appliances used in Resident’s room must meet the specifications of the Office of Residence Life and be U.L. approved. Dogs, cats, birds, rodents, reptiles, amphibians, fish, or other animals are not permitted at or in University Housing. 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.

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

10. Illegal Downloading/File Sharing Violations. Illegal Downloading/File Sharing of copyrighted material as defined by the Recording Industry Association of America 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, and/or Resident may have their housing contract terminated and forfeit any Arkansas Tech University scholarship.

11. Pre-Payment. A pre-payment of $50.00 is due at the time of the signing of this contract for new residents. A new Resident is defined as a student who meets eligibility requirements and has NOT previously lived in Arkansas Tech University Housing. Should resident leave on-campus housing and return during a subsequent semester, resident will be considered to be a new resident and be assessed another $50.00 pre-payment. This pre-payment will be directly applied to the student’s account for the fall 2014 semester. This pre-payment is refundable if Resident cancels their contract prior to June 1, 2014, or if Resident is denied admission to the University, or Resident officially withdraws from the University prior to June 1, 2014.

After June 1, 2014, if Resident cancels the contract for official withdrawal from the University or Resident is denied admission to the University the Resident will forfeit their pre-payment.

12. Cancellation. Resident may cancel this contract only for official withdrawal from the University. 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.

All requests to cancel contracts before the start of the contract term must be submitted in writing by the Resident to the Office of Residence Life by August 1, 2014. Cancellations processed through other offices are not valid. Should Resident fail to notify the Office of Residence Life, in writing, of their need to cancel their housing, Resident will be responsible for charges assessed to hold their housing assignment. Contract cancellations must be submitted, by email at housing@atu.edu, or by mail to Office of Residence Life, 1605 Coliseum Drive, Doc Bryan, Suite 211, Russellville, AR 72801. Contract cancellation is effective only upon completion of proper checkout procedures if Resident is currently living on campus.

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.

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.

13. Contract Termination By University. Resident is responsible for payment of room and board charges for the entire term of the contract. Loss of scholarship or financial aid 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: (1) Failure to pay any payments or charges by the required date; (2) Official University disciplinary action requiring removal of the student from University Housing; (3) Failure to register for and attend the required number of credit hours, (4) Violation of any of the terms, rules or regulations contained in, the Arkansas Tech University Student Handbook; (5) Failure to maintain the room in a safe and sanitary condition; (6) Violation of the terms of this contract; (7) An emergency or casualty; (8) If the student is a safety threat to himself or herself or to others. Residents who withdraw from the University, or who are suspended for academic, disciplinary, social, or financial reasons, are required to remove their belongings from University property within 24 hours of their termination of attendance. University reserves the right to remove personal belongings of Residents who do not follow the time schedule. 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 and storage. University shall not be responsible or liable for any losses or damages to abandoned property.

14. Security Deposit. A security deposit of $250.00 is due at the time of signing of this contract for Residents of the University Commons Apartments. The security deposit is not an advance payment of rent or
a measure of University’s damages in case of default or damage. Upon
the occurrence of any default by Resident, University may use the security
deposit to make good any arrears caused by Resident, or any other damage,
injury, expenses, or liability caused by Resident, Resident’s guests, or any
other occupants of the apartment. Resident’s security deposit shall be
used jointly and severally with the security deposits of all other occupants
for any damage to the common areas of the apartment. Resident shall not
receive interest on the security deposits. After deductions, the balance
of the security deposit will be mailed to Resident no later than ninety
(90) days after expiration of the Contract Term and Resident vacating the
apartment. Cancellation of the contract or failure to complete the Contract
Term will result in the forfeiture of the security deposit.

15. Liability. 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. The University shall
not be responsible for personal injury sustained on University premises.
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. 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. Resident is encouraged to obtain renters insurance to insure
their property.

16. Guests. Residents are 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, 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.

17. Room Condition and Damages. 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 excepted. The
parties hereby agree that the Room Condition Report shall serve as the
basis for any damage charges that are assessed by the University. 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. 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 excepted. Reasonable wear and tear is defined as wear
occurring without neglect, carelessness, or abuse on Residents behalf.
Resident shall pay for all damage to the building, electrical system,
plumbing system, mechanical system, or furniture, caused by Resident’s
action or negligence. Resident agrees that where two or more residents
occupy the same room or apartment, and the responsibility for damage,
loss or other charges cannot be ascertained by the University, the cost of
the damage, loss or charges will be allocated and assessed equally to
all occupants of the room or apartment. 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 TECH email
if resident is being charged for failure to properly check-out of the facility
or for damages. Resident will have 30 days to appeal these charges, in
writing according to the policy outline in the Arkansas Tech University
Student Handbook.

18. Repairs. All requests for repairs and services must be made to the
University may temporarily turn off equipment and interrupt utilities to
avoid property damage or to perform work requiring such interruption. In
case of malfunction of utilities or damage by fire, water, or similar cause,
Resident shall notify the University immediately. In case of malfunction
of air conditioning or other equipment, Resident shall notify University
as soon as possible on a business day. 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. Rent shall not abate or halt during such repair
periods. 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. 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.

19. Right of Entry. Resident has a reasonable right of privacy in Resident’s
assigned room or apartment and to Resident’s belongings. The University
reserves the 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 and 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.

20. Lost Keys. 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.

21. Residence Hall and Apartment Regulations. 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 http://www.
atu.edu/stuserv/docs/StudentHandbook.pdf.

University reserves the right to at any time to make changes to this
contract 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.

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 ENTIRE 2014-2015 ACADEMIC YEAR.

Signature: __________________________
T#: __________________________
Date: __________________________

Signature of University Official: __________________________
Date: __________________________