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 2027 Spring Semester. Upon receipt of this signed contract, the University agrees to house resident if space remains available. Signed contracts received after January 01, 2027, may not be honored if there are no rooms available.

THIS IS A LEGAL AND BINDING DOCUMENT WITH FINANCIAL OBLIGATIONS. PLEASE READ CAREFULLY BEFORE ACCEPTING. YOUR WRITTEN OR ELECTRONIC SIGNATURE WILL OBLIGATE YOU TO THE TERMS AND CONDITIONS STATED BELOW.

I. Residency Requirement

a. Resident between the ages of 18 and 21, and with fewer than 60 earned credit hours of college work (excluding high school concurrent), who are Russellville campus students are required to live on campus or in their parent or legal guardian's permanent home within a 30-mile radius of Arkansas Tech University.
b. Resident under the age of 18 between January 1, 2027, and May 31, 2027, must sign the Arkansas Tech University Waiver and Release of Liability for a Minor Living on Campus prior to being allowed to sign the Housing Contract and live in on campus housing. The Arkansas Tech University Waiver and Release of Liability for a Minor Living on Campus is available through the Department of Residence Life at http://www.atu.edu/reslife/.
c. Resident age 17 or under on or after June 1, 2027, must sign the Arkansas Tech University Waiver and Release of Liability for a Minor Living on Campus prior to being allowed to sign the Housing Contract and live in on campus housing. The Arkansas Tech University Waiver and Release of Liability for a Minor Living on campus is available through the Department of Residence Life at http://www.atu.edu/reslife/.
d. Exceptions to these requirements must be approved by the Residence Life Exemption Committee and will only be granted under the following circumstances:
    i. Commuting from parent or legal guardian's permanent home within a 30-mile radius of Arkansas Tech University.
    ii. The student is married.
    iii. The student is a parent.
    iv. The student is at least 21 years of age by the first day of classes.
    v. The student has lived on campus for the equivalent of two full academic years. An academic year is comprised of both the fall and spring semester of any given term.
e. ATU academic scholarship recipients must live on campus or receive an exemption to the residency requirements from the Department of Residence Life to receive full scholarship allotment at certain award levels. Scholarship recipients are responsible for making on campus housing arrangements.

II. Eligibility

a. To be eligible to be a resident in a University residence hall, a person must:

i. Be enrolled in, and remain enrolled in a minimum of nine (9) undergraduate semester credit hours each semester or a minimum of six (6) graduate semester credit hours each semester.

b. To be eligible to be a resident in the University Commons Apartments a person must:
   i. Be enrolled in, and remain enrolled in a minimum of nine (9) undergraduate semester credit hours each semester or a minimum of six (6) graduate semester credit hours each semester.
   ii. Initial preference for University Commons 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.
c. 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.
d. Online Only students are eligible to live on campus but are not required.
e. 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 January 09, 2027 and end at 12:00 p.m. (noon) on May 6, 2027. This contract binds the Resident for the full spring semester, unless terminated or cancelled sooner 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 semester.
   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. Residents who are not officially enrolled at Arkansas Tech University by a certain date may lose their previously assigned bed space or may be subject to contract termination at the University's discretion. Specifically:
   i. Students who are not enrolled by 5:00 p.m. on January 04, 2027, are subject to a loss of any previously assigned bed space.
   ii. If a student registers for classes after the deadlines set forth above, the student may be reassigned from the bed space originally selected. Originally selected space is not guaranteed for those who do not meet established deadlines.
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.
   i. Should a Resident's contract be terminated under this provision, a Residence Life hold will be placed on their student account.

d. For the spring semester, Resident is expected to vacate their room within twenty-four (24) hours after their last final exam or by 12:00 p.m. May 6, 2027, whichever comes first.
    i. Residents involved in spring semester commencement activities or other students needing an exception to this requirement must obtain approval in advance from the Department of Residence Life and may be subject to the daily rate of Resident's room or apartment.

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. Pre-payment
    i. A pre-payment of $100.00 is due at the time of the signing of this Housing Contract for all residence halls and apartments. Payment is made in the housing portal.
    ii. This pre-payment will be directly applied to the student's account for the Spring 2027 semester on or before February 1, 2027.
    iii. Cancellation of the Housing Contract may result in the forfeiture of the pre-payment.
d. The Resident'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 check-out in accordance with the written check-out procedures found in the Arkansas Tech University Student Handbook. Failure to properly check-out will result in an improper check-out fee. This charge is in addition to any individual charges assessed for damages.

V. Student Assignment and Meal Plans

a. This Housing 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. The University does not unlawfully discriminate in the provision of housing on the basis of color, sex, sexual orientation, gender identity, race, age, national origin, religion, veteran status, genetic information, or disability or any other status protected by law.
b. Student assignments can only be made after completion of the Housing Application, Application Fee, Housing Contract, and receipt of the Housing Pre-payment.

c. Resident not registered for classes by January 04, 2027, and who 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, Application Fee, Housing Contract, Housing Pre-payment, 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. All residents residing in University residence hall are required to purchase an on campus meal plan.
    i. Residents residing in campus apartment housing are not required to purchase a meal plan but may elect to enroll in any meal plan offered by the University. Residents must select the meal plan by the 5th class day in the housing portal.
    ii. Residents who request and are approved to move to University Commons Apartments after the last day to switch meal plans are required to retain their selected meal plan for the remainder of the semester.

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 Tech Silver 1.
    ii. Resident will have until 5:00 p.m. on January 15, 2027, to change their meal plan for the spring semester in the housing portal. After this deadline, meal plans are considered final for the semester and may not be altered.
    iii. Meal plans will begin on January 11, 2027, and end on May 5, 2027, or as otherwise determined by the University.
    iv. Meal plans are non-transferable.
g. Students must be registered for classes before their meal plan will be activated.
h. DCB, or Declining Cash Balance, is tax-free money linked to a meal plan and functions like cash at any Chartwells location. Any remaining DCB funds from the fall semester will roll over to the spring semester, provided the student purchases a spring meal plan. Remaining DCB balances will be forfeited if unused by the end of the fall or spring semester. DCB can be used during semester breaks, and additional funds can be added as needed.
i. Meal plans are unavailable during designated holiday breaks. Limited dining options may be provided during select breaks, including fall break.

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 (10) 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:
    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 3.5 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, electric scooters, 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 conduct sanctions as indicated in the Arkansas Tech University Student Handbook.

X. Termination of the Contract

a. The following shall govern termination of the Terms and Conditions of Occupancy.
b. The University may terminate this contract, with no refund of room and board charges to the Resident, 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 Resident from University housing;
iii. Failure to register for courses by the first day of class even if a housing pre-payment has 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 Housing Contract;
viii. An emergency (including, but not limited to a pandemic or other emergency declared by local, state, or federal government authority) or casualty;
ix. If the student is a safety threat to himself or herself or to others.

c. The Resident may terminate this Housing Contract electronically by submitting the appropriate form through the housing portal:
   i. Prior to January 09, 2027, as outlined in Section XI, which addresses Cancellation.
   ii. On or after January 09, 2027, as outlined in Section XII, which addresses Occupancy Releases.
   iii. Resident may terminate the Terms and Conditions of Occupancy after the commencement of the Terms and Conditions of Occupancy without penalty under specific conditions:
      1. Mid-year graduation,
      2. Official withdrawal from the University,
      3. Military activation; or,
      4. Participation in official University approved program (such as internship, study abroad, national student exchange, student teaching or practicum assignment located beyond the 30 mile radius)
d. Resident is subject to the release fees, room, and board charges for the entire term of the Housing Contract. Loss of scholarship, financial aid, or inability to pay does not release Resident from the terms and conditions of this Housing Contract.
e. 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 enrollment.
f. University reserves the right to remove personal belongings of Residents who do not follow the time schedule.
g. 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.

XI. Terms and Conditions of Occupancy Cancellation

a. A cancellation is the request for termination of the Terms and Condition of Occupancy initiated by a student prior January 09, 2027.

b. Specifically, a Resident may request to cancel this Housing contract for the following reasons:
    i. Loss of student status as defined as graduation, transferring to another school, suspension, withdrawal, or failure to attend.
    ii. Completion of 60 earned credit hours (excluding high school concurrent).
c. 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 of their need to cancel their Housing Contract, Resident will be responsible for charges assessed to hold their housing assignment.
d. After Resident has checked-in and received a key or after the meal plan associated with the Housing contract has been used, this Housing contract cannot be cancelled.
e. If the Resident re-enrolls during the original Housing Contract term, their cancellation is voided and all terms, conditions, and charges will be reinstated. However, Resident's room assignment may change.
f. Residents who are not required to live on campus and/or have received an exemption from housing before the start of the contract term, or who are not attending the University, may cancel or terminate this contract and receive a refund of the prepayment according to the terms/schedule listed below:
    i. Residents who officially withdrawal from the University:
        1. Residents who cancel on or after December 1, 2026, will forfeit their entire pre-payment.
    ii. Residents who remain enrolled in classes:
        1. Residents who cancel on or after December 1, 2026, will forfeit their entire pre-payment.
        2. Residents who cancel on or after January 01, 2027, will forfeit their entire pre-payment and receive a $250 cancellation fee
        3. Once the Housing Contract period has begun, Residents are not permitted to cancel the Housing Contract.
g. If Resident cancels the Housing 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 check-out 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.
h. Contract cancellation is effective only upon completion of proper check-out procedures if Resident is currently living on campus.
i. 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 Housing Contract start date through the date when Resident properly checks out of Resident's room, hall, or apartment.
j. Cancellation is only effective for the current Housing Contract term. Should Resident not meet exemption from the on campus residency requirements for the next Housing Contract term, Resident will be required to live on campus.

k. Upon cancellation of the Housing Contract, other than cancellations resulting from suspension, meal plan charges shall continue to accrue at the established daily rate until the cancellation has been formally approved or the Resident has fully vacated the assigned premises, whichever occurs later.
l. For cancellations resulting from suspension, the Resident will remain financially responsible for all meal plan charges.

XII. Terms and Conditions of Occupancy Release

a. An occupancy Release is a request for termination of the Terms and Condition of Occupancy agreement after the Resident has taken occupancy of the space assignment or after start of the contract term, whichever occurs first. Residents wishing to voluntarily request to terminate their Terms and Condition of Occupancy agreement, must submit a contract release request through the housing portal. Submission of a contract release request is not a guarantee that the release will be granted. The University reserves the right grant or deny a contract release request in its sole discretion. Terms and Condition of Occupancy Releases, if granted, will mean that the Resident will incur fees and charges associated with the date of the Terms and Condition of Occupancy release. Failure to pay the release fee in full and pursuant to the terms in "b" below will automatically nullify and void the release and will immediately result in the reinstatement of the full amount owed being due and payable.
b. Release Fees:
    i. Spring Semester
        1. On or after January 09, 2027: Daily rate + 50% of remaining semester
        2. February 15, 2027: Daily rate + Remainder of the spring semester

XIII. 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.

XIV. 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 or 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.

XV. 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 check-out 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.
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 check-out procedure whenever they check-out of their room. An administrative charge will be assessed for failure to comply with the administrative check-out procedures or for a late check-out 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.

XVI. Repairs

a. All requests for repairs and services must be made to the Department of Residence Life through the housing portal.
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 other condition which materially affects health or safety.

g. University will make repairs as it determines to be necessary and according to its regular maintenance schedule. The University may reassign the Resident as it deems appropriate in order to effectuate repairs or perform scheduled maintenance. Rent may be prorated, at the discretion of the University, during such repair periods if the University requires the Resident to vacate University housing for a period of twelve (12) or more consecutive hours and does not reassign the Resident to alternative housing. 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.

XVII. 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.

XVIII. 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.

XIX. Residence Hall and Apartment Regulations

a. Each Resident residing in a facility operated by the Department of Residence Life 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 at www.atu.edu/studenthandbook.
b. University reserves the right, 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 Housing 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 ENTIRE 2027 SPRING SEMESTER.