

Cancellation of this Lease could result in a \$425 Lease buyout fee.

University of Central Arkansas

Student Housing *Nine Month Academic Year Lease for the period of August 16, 2009 through May 7, 2010*

This is a Lease between the University of Central Arkansas (hereinafter referred to as "The University" or "UCA") and the student. If the student is under 18 years of age, this is also a Lease between The University and the student's parent, guardian, or other guarantor.

APPLICATION SUBMITTED IS FOR ASSIGNMENT BEGINNING (choose one): Fall 2009 Spring 2010

Please Print

Name _____
Last First MI UCA Student ID #
(Hereinafter referred to as "student")

Home Address _____
Number Street City State Zip

Phone () _____ Male Female

Instructions for Completion:

This Lease is offered to the student and (if applicable) his/her parent, guardian, or other guarantor based on the student's completed application for this offer and for the reservation of a university housing space. The student and his/her parent, guardian, or other guarantors are urged to carefully read the contents of this document. This Lease must be signed and returned to the following address in order to be considered for a housing assignment: UCA Housing and Residence Life, 201 S. Donaghey, Bernard Hall 201, Conway, AR 72035. **Failure to sign and submit a housing Lease may result in the cancellation of your housing assignment.**

TERMS AND CONDITIONS OF OCCUPANCY

I. General Terms

- A. The University agrees to furnish to the student a housing space in accordance with the terms of this Lease.
- B. When this Lease is signed and returned to UCA, it establishes a binding Lease between the student (and/or guarantor) and UCA.
- C. The University reserves the right to modify any provision of this Lease which, due to circumstances beyond the University's control, may become reasonably necessary to efficiently and effectively operate the University Housing Program.

II. Eligibility

- A. The University cannot make a housing assignment until the applicant has been officially admitted to UCA. THIS LEASE IS NOT A COMMITMENT OF ADMISSION TO THE UNIVERSITY.
- B. Residency shall generally require full time registration at UCA as defined by the University Registrar's Office.
- C. A student will NOT be permitted to maintain occupancy in a semester when not registered for classes.

III. Period of Agreement

- A. The University operates its university housing on an academic year basis. This Lease is for the entire academic year or the balance thereof that **begins August 16, 2009 and ends on May 7, 2010.** Thus, the student and/or his/her guarantor agree that once the housing application and deposit fee have been accepted and formally approved by the University, the student will live in university housing and will pay all housing fees during the entire period of the Lease. Students who graduate before completion of the academic year may be released from this Lease by notifying University Housing in writing by **December 1, 2009** of their change in status and providing proof of graduation. All other students choosing not to return to University Housing for the Spring 2010 semester will be assessed the lease buy-out fee, must forfeit the deposit, and must check out of their space by December 11, 2009 to avoid break housing fees.
- B. No transfer, assignment, or subletting of the Lease is permitted.

IV. Charges and Payments

- A. **First Semester and Subsequent Semester Fees.** While this Lease is in effect, the student is required to meet all financial obligations of the Lease. It is the student's responsibility to pay room and board charges at registration each semester. If the student's account becomes past due, the University may terminate this Lease; suspend the meal plan; remove the student from University Housing; cancel the student's enrollment in the University; and/or deny the right to participate in the room selection process. The University may utilize any or all of such remedies or any other lawful remedies. Student's records will be flagged for non-payment.
- B. **Charges.** UCA reserves the right, subject to approval of the Board of Trustees, to raise, lower, or modify fees and rates without prior notice.

- 1. **Deposit.** The **\$100** Housing deposit is NOT applied toward regular room payments. **The deposit is a guarantee against damages and an assurance of Lease fulfillment.** Students will be held responsible for any damages of University Housing property. The deposit will be refunded if there is no space available. The deposit may be carried over to the following academic year upon fully meeting the terms and conditions of the Lease. The Lease may be cancelled in writing by the student prior to May 10, 2009, resulting in a full refund of the deposit. Leases canceled via written notification after May 10, 2009, but prior to July 10, 2009, will result in forfeiture of 50% of the housing deposit. Cancellation after these dates will result in forfeiture of the housing deposit.

- C. **Room Condition.** The student's signature on the check-in form 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 student is liable for the condition of the room at the termination of occupancy. The student is liable for the condition of the room furnishings that are assigned to him/her and shall reimburse the University for all damage to or loss of these accommodations and furnishings, which is not the result of ordinary wear and tear. The University at its sole discretion shall make determination of the amount of such loss or damage, selection of a repair method, and scheduling of repair. The student must check-out in accordance with printed check-out procedures. Failure to properly check-out will result in an assessment of \$50. Upon move-out at the end of the academic year, the **\$100** housing deposit will be refunded less any outstanding balance due to university housing or the student's account.

V. University Housing Regulations

The University Student Handbook contains the University's Policies and Procedures. All of those policies are hereby made a part of this Lease. The Student Handbook is available via the Dean of Students UCA website or upon request from the Dean of Students Office.

VI. Termination by the Student

Requests for Lease terminations will only be accepted in writing. All residents terminating the student housing Lease by May 10, 2009 will be refunded the \$100 deposit. All residents terminating after May 10, 2009 and prior to July 10, 2009 will result in a forfeiture of 50% of the deposit. Residents terminating after July 10, 2009 will forfeit the entire deposit. Students who fail to notify university housing in writing prior to August 14, 2009 will be held responsible for the remainder of the Lease charges. Notification of termination must be received or postmarked by **August 14, 2009**.

A. Failure to pay housing fees will result in termination of University Housing. The student will be held responsible for the remainder of the Lease charges, be assessed a Lease buy-out fee, and will forfeit the entire deposit.

B. For all other cases where a resident moves out of University Housing while this Lease is active he/she may terminate this Lease as follows:

Complete the check-out procedures with the hall/apartment staff; and pay **\$425 Lease buy-out fee or the remainder of the full academic year charge (whichever is less) plus forfeit \$100 deposit.**

C. With proper documentation, students will be released from the Housing Lease without incurring the **\$425** Lease buy-out fee for the following reasons only: graduation; the student is required by the University to live outside of commuting distance from UCA to complete his/her academic program; military leave; or marriage. Please note a release by reason of marriage shall only be granted at semester breaks and the **\$425** Lease buy-out fee shall be assessed at all other times. In the case of military leave, a copy of military orders must be provided to the Housing Office. A Lease exemption form must be completed with supporting documentation and submitted to the Housing Office in Bernard 201 for consideration to be released from the Lease.

D. An appeal of the Lease buy-out fee may be submitted in writing to the Chairperson of the Housing Exemption Committee within thirty **(30)** days of check-out or termination in the Housing Office in Bernard 201. The appeal must explain why the student should not be held liable for the terms of this Lease. The Committee's decision will be final.

VII. Termination by the University

All residents whose Leases are terminated by the University will forfeit the \$100 deposit.

A. Upon appropriate written notice, the University reserves the right to terminate this Lease and take possession of the room at any time for violation of the Lease, University Housing policies/procedures (See the Student Handbook), University Student Code of Conduct and Policies, for reasons of order, health, safety, and discipline, academic deficiency, disciplinary suspension or dismissal, or when the resident exhibits behavior which is not compatible with the maintenance of order and propriety in University Housing. Upon resident's default of any of the terms of this Lease, the University shall deliver written notice of termination of the resident's occupancy and allow a minimum of twelve hours and a maximum of forty-eight hours to vacate and check-out. **Students will be held financially responsible for the remainder of the Lease.**

B. If, on the day prior to the first day of classes, a student does not occupy the assigned space by 5:00 p.m., or if notice of delay in arrival is not received in writing by University Housing by that day and time, the University reserves the right to reassign the reserved space to another student. Please note that the right of cancellation in this situation is reserved exclusively by the University and in no way releases the student from the obligation to pay for space in University Housing for the duration of this Lease.

C. The resident will be held responsible in all matters affecting this Lease for the conduct of anyone he/she invites or permits to enter the grounds or building. Any violation of the provisions of this Lease by such a person will be attributed to the resident and will be grounds for termination of this Lease by the University.

VIII. Assignment and Use of Space

A. Right of Occupancy. The University will provide the student with a space in University Housing for his/her occupancy as a residence. The student is not being given, however, a right to any specific housing space, building, roommate or type of accommodation. Subject to availability of space, the University will assign accommodations according to student preferences and without regard to race, religion, color, age, disability or national origin. A room change may not be made without written approval from University Housing and is predicated upon the space available, date and time of request, and the grounds and need for the transfer.

B. Entering a Student Room. The University reserves the right to enter student rooms as outlined in the Student Handbook.

C. Use of Space. In extreme cases of over-occupancy, students may be placed three to a room or temporary spaces.

IX. Miscellaneous

A. Liability. UCA does not assume any legal obligation to pay for the loss or damage to the student's personal property if it occurs in its buildings or on its grounds, prior to, during, or subsequent to the period of the Lease. The student and guarantors are encouraged to carry appropriate insurance to cover such losses.

B. Charges. The student agrees to pay the University's reasonable costs incurred, including collection costs, in connection with any action or proceeding to enforce this Lease or to collect any funds owed pursuant to this Lease.

C. The student must inform the Registrar and University Housing in writing if the student does not want his/her room number or telephone number disclosed.

D. The cost of re-keying a lock for an illegally duplicated key or any unreturned key will be charged to the student.

E. Students residing in University Housing are required to purchase one of the approved meal plans.

F. Students residing in University Housing are required to purchase a UCA Police Department parking decal.

This document becomes legally binding when signed by the student, (the guarantor if any), and the University Housing representative. The signature is an acknowledgement that the student/guarantor has read and understands the Terms and Conditions of Occupancy. The signatures of the student and guarantor mean that each of them intends to assume and carry out all the obligations contained in this Lease and any addendums as the conditions of being granted occupancy of a space in University Housing. In witness whereof the parties have executed this Lease:

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Signature of Student

Date

Signature of Parent, Guardian, or Guarantor, **if student is under 18 years of age**

Date

Chris Charlton

Chris Charlton, Director of Housing & Residence Life

For Office Use Only:	
Entered by: _____	Date: _____