

# THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ARKANSAS FOR AND ON BEHALF OF THE UNIVERSITY OF ARKANSAS AT LITTLE ROCK CAMPUS LIVING AND DINING LEASE AGREEMENT

UA Little Rock Office of Campus Living  
2801 South University, Little Rock, AR 72204 phone (501)661-1743/ fax (501)-661-1757 website <http://ualr.edu/campusliving>

## Academic Year 2018-2019

**Instructions:** Please read this entire agreement (both sides), paying particular attention to the Statement of Terms and Conditions, before signing this contractual agreement. The agreement must be submitted to the Campus Living Office BEFORE a room assignment is made.

I hereby extend this offer to contract with the University of Arkansas at Little Rock for Campus Living accommodation for the period listed above. I agree to pay the University of Arkansas at Little Rock for these accommodations in accordance with established rates, schedules and procedures.

This document establishes the terms and conditions of occupancy in Campus Living at the University of Arkansas at Little Rock. This agreement and the Campus Living Application together constitute an offer by the student indicated above to contract with the University for campus housing and dining. The student may make this offer to contract by signing digitally or by-hand. The University requires that all students under 18 years of age have this offer co-signed by a parent, guardian, or other person willing to guarantee payment of fees for the period specified. When this offer is signed and returned to the University, and accepted by the University, it establishes a binding contract between the student (guarantor) and the University of Arkansas at Little Rock.

### STATEMENT OF TERMS AND CONDITIONS:

- Eligibility:** Residents must be admitted students, and enrolled for classes at the University of Arkansas at Little Rock for the period of the contract. Acceptance of this offer by the University does not constitute a commitment of admission to the University. Only contracted individuals are allowed to reside in assigned spaces. If space is available, the Office of Campus Living is authorized to contract with UA Little Rock employees or distinguished guests on a case-by-case basis. The University reserves the right not to contract with persons who violate or have previously violated the terms of the contract, University Policy, or who have outstanding financial debts with the University.
- Period of Contract:** The term of this contract is for the period(s) indicated above. Note that Academic Year refers to both Fall and Spring semesters, or for the remainder of an academic year if initiated after the beginning of the academic year. Students must vacate premises 24 hours after their last final or by 5pm on the last day of finals for the Spring Semester. Failure to do so will result in forfeiture of deposit and require rent payment through the actual check-out date as verified by the Campus Living Staff.
- Period of Occupancy:** The period of occupancy is for the entire 2018-2019 academic year. Students moving in early or staying during break periods are bound to the terms of the lease. A student assumes occupancy when accepting a key to an assigned space. Occupancy ends when the key is surrendered to Campus Living personnel. If a student becomes unenrolled at any point in a semester the student ceases to be an eligible occupant and will have 24 hours to check-out of the assigned space. Additionally, the student is financially responsible for the period of occupancy before becoming unenrolled through the actual date of move-out, but a prorated amount for the remainder of the semester may be credited to the student's account based on date of move-out. Students removed from Campus Living for disciplinary reasons will pay the full housing and dining fees without refund. Staying off campus while enrolled will not cancel the lease obligation for housing and dining.
- Lease Termination:** If a student seeks to cancel this lease agreement they must notify the Office of Campus Living in writing by July 01 in order to be eligible for a refund of the \$100 deposit. If a student cancels the assignment after August 01 or wishes to terminate the academic year lease after assuming occupancy, the student is subject to the \$500 lease termination fee. After August 01, the student is responsible for the \$500 lease termination fee and 50% of the remaining semester's charges. If a student wishes to terminate this lease for the Spring semester, the student is responsible for the \$500 lease termination fee and must notify the Office of Campus Living by December 01. Any request received after December 01 will be considered an improper lease termination, and the student will be responsible for a prorated 50% Spring room charge in addition to the \$500 lease termination fee. Early termination of the contract will result in forfeiture of the deposit. Students removed from Campus Living for disciplinary reasons will pay the full housing and dining fees without refund.
- Break Periods:** East & West Hall fees do NOT include the break between Fall and Spring semesters (Semester Break), Thanksgiving Break, or Spring Break week. East and West Halls are closed during these breaks. Students wishing to stay during these breaks may apply to do so for an additional fee. Dining services are not available during the breaks. Only students returning for Spring may leave belongings in their rooms during the Semester Break. **North and South Halls, and University Village** residents are not required to vacate their assigned apartments during Semester or Spring breaks. Any students who are not returning for Spring semester must officially check out and return their room key within 24 hours of their last final exam or 5pm on the last day of finals for the semester. Any students not returning who fail to checkout and leave personal belongings in their rooms and/or keeps their keys after closing day in December will be charged for the entire break period, plus rent payment through the actual check-out date as verified by the Campus Living Staff.
- Deposit:** A \$100 reservation and damage deposit is required with the Campus Living application. Additionally, a non-refundable administrative application fee of \$35 is required for all completed applications. The deposit will be retained by UA Little Rock throughout the resident's period of occupancy. All residents must have an application, deposit, application fee, and current lease agreement on file in the Campus Living Office before occupying a room.
- Refund of Deposit:** A refund of the housing deposit, less any damage charges or outstanding debts to the University, and pending official check-out, will be made when one of the following conditions exists: (a) housing space is unavailable for assignment; (b) housing accommodations are destroyed and made unavailable, and the University does not furnish other accommodations; (c) activation for military service; (d) the student vacates the assignment due to student-teaching or internship as part of their academic program, and must reside outside commuting distance from UA Little Rock; (e) the student graduates from the University; (f) the student fulfills the period of the Campus Living contract. All requests for refund of the housing deposit must be made in writing to the Office of Campus Living within twelve months after the student has vacated and properly checked-out of Campus Living.
- Forfeiture of Deposit:** The housing deposit will be forfeited when one of the following conditions exists: (a) the student vacates the housing space prior to the end of the contract period; (b) the student fails to properly check out (return room key, complete room condition report and remove personal belongings); (c) the student fails to provide written cancellation notice to the Campus Living office by the published deadline; (d) the student fails to occupy the assigned space by the first day of classes any semester; (e) the student is removed from the University for disciplinary reasons or Campus Living for breach of contract; (f) the student fails to make application for refund of the housing deposit within twelve (12) months after termination of residence.
- Payment of Fees:** Campus Living and residential dining charges are posted to the student account. The student agrees to pay these fees according to established rates and schedules. Failure to make scheduled payments constitutes a breach of the agreement. Collection costs incurred in the event of delinquency shall be at the expense of the student. Charges are billed every semester.
- Dining:** All residents of Campus Living will participate in campus dining by selecting a meal plan on the application. Students who buy out their leases to move off campus may still use their meal plans for the remainder of the semester as long as they are enrolled in classes. Dining fees are not refundable after students assume occupancy for that semester. There are no refunds on dining fees, and plans are non-transferable. Campus dining is closed during official University breaks.
- Alcohol/Drugs:** Students shall not drink, dispense, possess, display containers or process alcoholic beverages on University property or at University functions on campus. However, persons of legal age, as prescribed by state law regarding alcoholic beverages, may possess and consume these beverages in the privacy of assigned rooms in Campus Living provided no minors are present. Possession, use or distribution of illegal drugs in Campus Living is strictly prohibited.
- Animals:** Due to health and safety reasons, animals, including companion animals are not allowed in Campus Living. Service Animals and Emotional Support Animals may be allowed by permission from the Office of Disability Services and the Office of Campus Living. Students must follow the application and implementation policy for both Service Animals and Emotional Support Animals. Guests may not bring dogs, cats or any animals other than Service or Emotional Support animals while visiting. Stray animals should not be encouraged to remain in the area. Any animal found on the premises will be removed immediately.
- Computer Use:** Students who connect University owned or personal computers or other electronic devices to the University Wi-Fi network agree to abide by the use policies established by UA Little Rock and referenced in the Campus Living Guide and the UA Little Rock Student Code.

14. **Damage:** The student shall use reasonable diligence in the care, cleaning, and maintenance of assigned accommodations and building common areas. No alterations shall be made to University property. Charges for damages and/or necessary cleaning will be assessed to the student or students. If the identity of those individuals responsible for the damage cannot be determined after investigation, the cost of repair may be apportioned to all or part of the residents of the hall. Students are responsible for paying damage costs above the amount of the deposit.
15. **Firearms and Weapons:** Instruments which could be used in offensive or defensive combat or anything used or designated to be used in destroying or injuring a person or thing is illegal for possession or use in Campus Living. These items shall include, but not be limited to: fireworks or explosives, rifles, BB guns, pellet guns, air guns, slingshots, bows and arrows, hunting knives, or crossbows. The possession of handguns, as defined and outlined by Arkansas Law, are only allowed pursuant to Arkansas House Bill 1294. Residents and guests must comply with the law and abide by all guidelines set forth by state law enforcement's procedures, policies, and training requirements. Any resident who is unauthorized to carry a concealed weapon but is found in possession of such while on University property or who violates state law in regard to the possession thereof will be immediately removed from Campus Living by University Police.
16. **Furniture:** University furniture may not be removed from student rooms or common areas. No storage space is available.
17. **Guests:** Each hall has established specific visitation and overnight guest policies based on the design and composition of the building. However, these general guidelines apply to all halls: the rights of roommates supersede guest privileges; roommates should be consulted BEFORE a guest is invited to stay overnight; guests and their hosts are mutually responsible for the conduct of the guest; however, hosts are ultimately responsible for the behavior of their guests and must remain with their guests at all times; and, guests may not stay more than three (3) nights in any thirty (30) day period. **East & West Hall** residents must check-in their guests at the building's front desk. **North & South Hall, and University Village** guests are not required to check in. See the [Campus Living Guide](#) for more information about guest policies.
18. **Keys:** Room keys or cards are not to be duplicated and must not be loaned to others. Students will be charged for the cost of re-keying a lock as a result of illegally duplicating a key, not returning a key upon check out, or losing a key. See the [Campus Living Guide](#) for more information about lost or stolen keys and lock-out fees. Residents are encouraged to promptly report lost or stolen keys.
19. **Laundry Room Use:** Residents of **East Hall** and **West Hall** are responsible for the assessed laundry fee each semester. Abuse of the machines or unauthorized access to the machines (i.e. use by non-residents) will result in loss of privilege. **North & South Halls** and **University Village** residents have a washer and dryer in their apartment.
20. **Personal Property:** The University does not assume any legal obligation to pay for the loss or damage to students' personal property if it occurs in its buildings or on its grounds, prior to, during, or subsequent to the contract period. Students and parents are encouraged to carry appropriate insurance to cover such losses. Insurance information is available from the Office of Campus Living.
21. **Room Assignments:** The University reserves the right to assign applicants to available space and to make assignment changes when considered necessary. This agreement may not be transferred nor may the assigned space be sub-leased to another individual. In the case of a vacant student space, the remaining roommate(s) may have the option to declare the space private and agree to pay the private room rate, be required to accept a new roommate or move to another room. A student will be charged the private room rate if the student occupies more than half of the space, making it unavailable for occupancy by another resident, or if the student fails to move to another room. Failure to occupy an assigned space does not constitute a release from the Campus Living agreement.
22. **Room Entry:** The University reserves the right for authorized University representatives to enter residence facilities for housekeeping purposes, for repair or maintenance, for health or safety reasons, in emergency situations, or when there are reasonable grounds to suspect University regulations or state or federal laws are being violated.
23. **Smoking:** UA Little Rock is a smoke free campus. Smoking, including the use of e-cigarettes or vapor devices, is strictly prohibited on all locations of the university and is a violation of Arkansas Law, the Clean Air on Campus Act and Act 847.
24. **Termination of Lease:** The University may terminate this lease and require a student to immediately vacate the student's assigned space for the following reasons: a) failure to make scheduled payments by required deadlines, b) disciplinary action resulting in removal from residence or the university, c) failure to register for and attend classes, d) failure to maintain assigned space in a safe and sanitary condition, e) if the student is deemed a safety threat to others, or f) if the student's assigned space becomes uninhabitable and the University is not able to relocate the student to another University Campus Living space. The University may terminate the lease for convenience, or any reason, by giving the student notice via US postal service to the student's campus and/or permanent address.
25. **Vacating of Premises:** In the event of termination of this contract, the student will completely vacate the assigned Campus Living space within 24 hours of termination notification. At the end of each semester, students not returning are required to vacate their assigned spaces within 24 hours after their last examination or by posted closing times, whichever comes first. Students, except those who have contracted to remain in Campus Living during the summer sessions, must remove all personal belongings at the end of the Spring Semester. Any remaining property after check-out shall be deemed abandoned (see below) and may be removed and disposed of by the University at the student's expense.
26. **Abandonment of Personal Property:** Personal property left in a UA Little Rock Campus Living space after the resident has moved out, whether by proper check-out or improper check-out, shall be deemed abandoned and will be removed. The Office of Campus Living will hold the belongings and do its due diligence in order to contact the student within 24 hours. If the student does not claim or make arrangements to collect the abandoned belongings, they will be disposed of at the resident's expense. The University shall not be responsible or liable for any losses of or damages to any abandoned property. Claims for disposed property will not be honored. It is the responsibility of the student's family to make timely notification to UA Little Rock Campus Living in the event of student injury, illness, or death so that alternate arrangement may be made for retrieval of student property.
27. **Verbal or Physical Abuse:** Students who engage in verbal or physical harassment, threats of violence, fighting, or any conduct that threatens the health and safety of any person on University property is subject to immediate removal from residence and will be subject to the university disciplinary process.
28. **Photography Waiver:** It is not unusual for photographs, audio, and video recordings to be present at Campus Living and University functions. By signing this lease, the student agrees to waive all rights to and hold harmless all university staff, volunteers, other students, board members and legal representatives from any and all claims, action, and liability relating to the use of such photographs and recordings for Campus Living and University purposes in which the student may be depicted or involved.
29. **University Policies, Rules, and Regulations:** The student agrees, as a condition of this contract, to comply with University policies, rules, and regulations as published in the Campus Living Guide and Student Handbook, and further agrees to abide by state and federal laws. Infractions of these policies or laws will be considered a breach of the Campus Living agreement and may result in cancellation of the agreement by the Office of Campus Living, disciplinary action by the university, and responsibility for any outstanding fees including full rent balances.
30. **Appeals or Exemptions:** By signing this contract the student agrees to all terms and conditions hereof. If the student requests an exemption from any term, condition, or fee, or requests an appeal of any dining or housing charges, the student may do so by submitting a written letter of appeal to the Office of Campus Living at [CampusLiving@ualr.edu](mailto:CampusLiving@ualr.edu). This clause, nor the written appeal, does not guarantee approval or exemption from any fee, term, or policy herein. All exemption and appeal requests are reviewed by the Director of Campus Living or his/her designee.

**The University of Arkansas at Little Rock is committed to the policy of providing equal opportunity for all persons and will not discriminate in admission, programs, or other educational functions and services on the basis of age, color, disability, national origin, race, religion, or sex or sexual orientation. This and all Campus Living publications are available in alternative formats upon request.**

I have read and agree to the **Statement of Terms and Conditions** listed here. I understand that when this offer is signed and returned to the University of Arkansas at Little Rock, it becomes a binding contract between myself (and parent, guardian, or other guarantor if I am under 18 years of age) and the University of Arkansas at Little Rock for the period(s) indicated.

\_\_\_\_\_  
Student Name (Print)

\_\_\_\_\_  
Student Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
UA Little Rock ID ("T" number)

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Parent or guardian who agrees to guarantee payment if student is under 18