

**The University of Alabama in Huntsville
STUDENT FAMILY APARTMENT CONTRACT**

THIS CONTRACT is entered into by and between The Board of Trustees of The University of Alabama, for and on behalf of The University of Alabama in Huntsville ("UAH" or "University") and the undersigned student ("you"). This Contract is subject to the terms and conditions set forth below and all other regulations for housing (such as the Housing Rules and Guidelines contained in the UAH *Resident Guide* and for conduct generally (such as are contained in the *UAH Student Handbook*). In signing this Contract, you are indicating that you have reviewed a copy of the current *Resident Guide*.

This document becomes legally binding when signed by both you and UAH. Your signature is an acknowledgment that you have read and understand the terms and conditions of your occupancy as set forth in this Contract and that you will carry out all the obligations placed on you herein.

Student Signature Date

Director of Housing & Residence Life Date

Student Name (Print) and ID Number

Parent or Guardian (if Student is under 19) Date

A. ASSIGNED SPACE

UAH will provide and assign you an apartment in UAH Southeast Campus Housing complex for your occupancy, with your family, as a residence. You are not, however, being given a right to any specific residence unit or accommodation by this Contract. UAH will also furnish utilities, a private telephone line, basic cable TV and internet connection to your assigned apartment ("apartment").

4. Once you sign this Contract and receive keys to your apartment, you are financially responsible for full rental charges for the entire Contract term, whether you ever occupy the apartment or not, unless you follow the procedures below for canceling the Contract.

B. CONTRACT PERIOD

1. **This Contract is for a 12-month period**, defined as beginning move-in day of Fall Semester and continuing through move-out day at the end of Summer Semester (the "Contract term."). Even though you may not receive a room assignment and/or take occupancy until after Fall semester begins, your Contract and payment obligations will extend for the full Contract term.

E. APPLICATION FEE

1. You have paid a \$125 housing application fee to UAH. Twenty-five dollars of that fee is an administration fee and is not refundable.

2. This Contract will automatically terminate. If you submit a housing application update to UAH Housing for a renewal term by the application deadline, and you are reassigned to the same exact space, you may be able to remain in University Housing during semester break. Otherwise, you will be expected to move out on or before the Contract term ends and then return to UAH Housing on the scheduled move-in day.

2. A refund of the remaining \$100 application fee may be made if UAH is unable to provide you a room assignment.

C. ELIGIBILITY

1. Except for registered guests of UAH, residence in UAH Housing is limited to students who are admitted and who are in good standing (not on academic or disciplinary suspension).

F. USE OF APARTMENT

1. You are to use and occupy the space exclusively as a personal residence for you, your spouse, and your children. The names of these occupants must be on record with UAH Housing. Any other use, such as a use in connection with operating a business, is prohibited without the prior written approval of the Director of Housing and Residence Life.

2. You must also be currently enrolled and registered for at least one credit course at UAH or participating in the Cooperative Education program. If you are taking credit courses at another college/university, you must not be registered for more credit course hours there than UAH. You must satisfy these requirements throughout the Contract term and promptly inform the Housing Office of any changes in your status that may affect your eligibility.

2. You agree to keep your apartment in a clean and sanitary condition. You are also to exercise due care in using the apartment, its appliances and furnishings, and other UAH property. At the end of your occupancy, you must turn your apartment back to UAH in as good order and condition, beyond normal wear and tear and including general cleanliness, as it was in the beginning. You will be liable for the cost of any cleaning and/or repair made necessary by your failure to maintain your apartment in accordance with this provision.

D. PAYMENT

1. You agree to pay UAH the rental charge specified in your apartment assignment letter. UAH may change its rental rates at any time. New rates shall apply to this Contract beginning the first semester after such rates are adopted. If utility usage is excessive, you may also be required to pay a utilities charge.

3. You will be expected to assist and cooperate with UAH in maintaining your apartment. As a part of this duty, you must promptly notify the Housing Office about any breakage, damage, or need for repair in the apartment, including its appliances and furnishings.

2. Rental payments shall be made on or before the date classes begin each semester, as published in the UAH Timetable of Classes. If you do not receive a room assignment until after classes begin, your rent charges must be paid before you receive apartment keys.

4. Out of respect for the rights of others, you must not do anything in your apartment or elsewhere in UAH Housing that may unreasonably disturb others or interfere with their right to peace and privacy.

3. Payments are to be made by mail or delivery to the Cashier's Office, Suite 123, Student Services Building UAH, Huntsville, Alabama 35899. A late fee will be assessed for payments not received on time. The amount of the late fee is specified in the UAH Timetable of Classes.

5. You may not rent or attempt to assign your apartment to another.

6. In using your apartment and other UAH Housing areas, you must strictly comply with all governmental laws, ordinances, and regulations and all UAH rules and regulations, existing and future.

7. **You will be responsible, financially and otherwise, for the conduct of anyone you invite or permit to come into your apartment.** Any violation of the provisions of this Contract by such person will be attributed to you and will be grounds for UAH to cancel this Contract. Specific policies concerning guests may be found in the *Resident Guide*. You will, of course, be responsible for supervising your children's conduct and attending to their safety while they are in UAH Housing.

G. PERSONAL PROPERTY

1. You are solely responsible for the care and safekeeping of all personal property you or your guests bring into your apartment. UAH shall have no responsibility whatsoever for any theft or loss of, or damage to, such property. You are encouraged to purchase appropriate insurance for your property.

2. Any personal property that you or your guests leave in your apartment after you have checked out will be considered abandoned. At your expense, UAH may move the items into storage immediately and, if not claimed by you or your authorized representative within 10 days, dispose of them as it sees fit as abandoned property.

3. UAH shall have a lien upon all your personal property in the apartment to the extent of any rental charges, damages, or other amounts owed to UAH under this Contract. UAH may, to enforce this lien, take possession of the property and sell it, at public or private sale, on any terms acceptable to it. Net sale proceeds shall first be used to pay the necessary expenses of removing, storing, and selling the property and then the proceeds will be applied to your debt to UAH.

H. CANCELLATION BY YOU

1. You may cancel this Contract **effective at the end of a semester**, and be released from your obligations under this Contract **for the following semester**, for any of the following reasons:

- a. You officially withdraw from UAH.
- b. You do not register and enroll for credit courses at UAH for the next semester.
- c. You graduate from UAH.
- d. You are academically suspended from UAH.

To cancel under this provision, you must file a completed and approved Notice of Intent to Vacate form with UAH Housing no later than 30 days before your last final examination for the semester. Failure to do so may result in your continued liability for rental and meal charges for the full Contract term.

2. You may qualify for a prorated refund of advance rental and meal charges paid for the current semester if you **officially withdraw** from UAH during that semester. The refund is determined by the **date of your official check-out** of your apartment, using the following schedule:

- e. 66% refund - check-out during 1st week of semester.
- f. 33% refund - check-out during 2nd week of semester.
- c. No refund if check-out occurs after 3rd week.

2. You must complete the required check-out procedure, regardless of the reason for your cancellation. Failure to do so may result in your continued liability for all rental charges until the end of the full Contract term.

I. CANCELLATION BY UAH

1. UAH may cancel this Contract and your occupancy under it for any of the following reasons:

- a. You misrepresented any important fact in your housing application or otherwise in connection with your occupancy.
- b. You cease to be eligible for UAH Housing.
- c. You fail to **timely** pay your rent, meal or other charges.
- d. You fail to carry out any obligation of this Contract, including the Housing Rules and Guidelines in the *Resident Guide*.

When canceling under this provision UAH shall give you 24 hours written notice. After 24 hours UAH shall have the right to enter your space and take possession of it. You will not receive any refund of advance rental charges or commitment fee paid.

2. UAH shall also have the discretionary right to cancel this Contract and your occupancy under it at any time, without having to state a reason, by giving you 30 days advance written notice. You will be entitled to a prorated refund of advance rental charges paid and, if you otherwise qualify, of your application fee.

3. You must comply with check-out procedures for any cancellation under this provision.

J. CHECK-OUT REQUIREMENTS

1. You need to do the following to properly check out:

- a. Provide the Housing Office written notice of your intent to vacate and your forwarding address.
- b. Remove all personal belongings from your apartment.
- c. Leave your apartment, including appliances and furnishings, clean and in good condition as required by this Contract.
- d. Return your keys to the Housing Office.
- e. Cooperate with Housing Office staff in completing an inspection of your apartment.
- f. Submit an address change form to the U.S. Post Office.

2. If you fail to properly check out you will be required to pay UAH an administrative fee of \$100 in addition to any other charges you may be obligated to pay under this Contract.

3. If you do not check out by the end of the Contract term, a rental charge, prorated on a **weekly** basis, may be assessed until the check-out process is completed.

K. NOTICES

1. A written notice to the Housing Office required or permitted under this Contract shall be considered given and effective only when actually received at the following address: Housing and Residence Life, 601 John Wright Dr., Huntsville, Alabama 35899. **Notices sent to or received from any other UAH office will not be sufficient.**

2. Notice(s) to you may be mailed to the address of your apartment, delivered to you there, or firmly attached to the door of your apartment.

L. MISCELLANEOUS

1. If any part of this Contract is found to be unenforceable by a court, the remaining parts shall continue in full force and effect.

2. No act or failure to act by UAH, whether concerning its rights or your obligations, shall be a waiver of any kind. To be effective, a waiver must be written and be signed by a UAH representative.

3. You agree to pay the University's reasonable attorney's fees and other costs incurred in the enforcement of this Contract.

4. You absolutely release and absolve UAH from, agree to indemnify UAH against, and agree not to sue UAH for, any and all liabilities, losses, claims, demands, actions, debts, and expenses of every name and nature for injury to property or for personal or bodily injury (including any resulting in death) or other damages sustained by any person(s) from whatever cause. This provision shall be applied for the benefit of The Board of Trustees of The University of Alabama and its officers, employees, and agents. UAH does not agree to indemnify or hold any person or party harmless from any claim or damages. The University does not assume liability for any person or party.

5. This Contract is the only agreement between the parties regarding UAH Housing and replaces any prior oral or written understandings or representations. Any agreements not a part of this Contract are void.

6. No amendment or other modification of this Contract shall be effective unless written and signed by you and UAH.

7. This Contract and all matter relating to it shall be interpreted and governed by the law of the State of Alabama.

8. The current *Resident Guide* is incorporated by reference into and made a part of this Contract, and you agree to be bound by its provisions.