



HOUSING & RESIDENCE LIFE

Housing Contract 2022-2023

STATEMENT OF TERMS AND CONDITIONS OF OCCUPANCY

This is an agreement between the *University of North Alabama*, hereinafter referred to as the *University*, and the *student*, also referred to as the *resident*. If the student is under nineteen (19) years of age, this is an agreement between the University and their parent, guardian, or other guarantor. The parties to this agreement, in consideration of the mutual covenants and stipulation set out herein, agree as follows:

I. Residence Requirement: The University of North Alabama requires all first time, full time freshmen and ESL students to live on campus for up to one academic year. Students first enrolling in the fall are required to live on campus during the fall and spring semesters. Students first enrolling in the spring are required to live on campus during the spring semester. However, if a student withdraws from, but then returns to the University during the same academic year, the student will be required to live on campus the remaining portion of said year. By definition, the academic year is the Fall and Spring semesters. Exemptions to the Freshman Residency Requirement may be found at www.una.edu/housing.

II. Application Fee: A non-refundable application fee of \$150 must be paid in order to submit and process the application and contract.

III. Eligibility:

A. Any person who has been admitted or will be enrolled in at least twelve (12) undergraduate semester hours, enrolled in the ESL Program, or nine (9) graduate semester hours may enter into this contract with the University. Special permission must be secured from Housing & Residence Life to continue on-campus residency for undergraduates with less than twelve (12) hours enrolled or graduates less than 6 hours enrolled. A conviction for a sex offense or felony can result in the applicant being ineligible for an assignment in university housing and an application being denied or canceled. Disqualifications may be appealed to the Director of Housing & Residence Life and reviewed on a case-by-case basis.

Apartments Only: Married couples and single parents: Eligibility for occupancy requires enrollment as a full-time student by single parent with dependents or by either husband or wife of married couple. If Residents are admitted as a family unit and become separated, Housing and Residence must be notified immediately. If the remaining resident in the apartment wishes to transfer the contract to his/her name, an appointment must be made with Housing and Residence Life and proof of the resident's full-time enrollment status must be submitted.

IV. Payment: The student agrees to pay the University the approved and published rate when tuition is due. Charges for each respective semester will be placed on the student account. Apartment charges shall be computed by semester (5/6 months) as selected by the resident for each semester in the academic year. Outstanding rent payments shall be considered an encumbrance upon student or employee records and treated the same as any other debt owed to the University. If a student fails to enroll or pay fees, which results in the loss of status as an enrolled student, the student agrees to vacate the premises within twenty-four (24) hours unless otherwise approved by the Director of Housing & Residence Life.

V. Contract Period: Housing contracts are for an academic year. Residents will be permitted to occupy pre-designated housing during the summer months without enrolling for the summer term contingent upon documentation of enrollment as a full-time student at UNA for the fall semester. The Housing Contract will not be automatically extended at the time of expiration. Resident's may select to extend their contract for the following academic year during the publicized renewal period. Apartment contracts are

billable at 5/6 months to include or exclude summer as selected by the resident and per the eligibility requirements. Five-month contracts conclude on May 31st and six-month contracts conclude on July 31st with the following exceptions: graduating, transferring, or withdrawing students must vacate apartments within 48 hours of graduation and/or 24 hours of class completion.

VI. Adjustment to Contracts: Any student that wants to terminate the Housing Contract must provide written documentation of exceptional circumstances including withdrawal from the university, call to active military duty, graduation, academic study abroad, academic internship, university dismissal, approved medical condition, or change in marital/parental status. The student must submit a Contract Release Appeal form at www.una.edu/housing to be reviewed by a committee of five-seven individuals. If the student is not satisfied with the decision rendered by the committee and has new information, they can appeal the decision to the Director of Housing & Residence Life, or their designee.

VII. Special Needs: If special accommodations are needed under the Americans with Disabilities Act, a request form must be submitted online by the student and medical provider at www.una.edu/housing. Requests for special accommodations should be submitted to Housing & Residence Life by the recommended priority date listed at www.una.edu/housing to allow for preparations to be made. If an emotional support animal is to be requested, please refer to the Housing & Residence Life webpage for more information and the request/approval process.

VIII. Accessibility: The University unconditionally reserves the right to inspect all portions of rooms with advance notification at times convenient to its staff and to implement other steps necessary and advisable for the safety, security and conduct of its residential program.

IX. Rights of Others: The University reserves the right to revoke the privilege of living in and visiting university housing whenever the actions of a resident or visitor are not conducive to an academic living environment or when such actions violate university policy and/or interfere with the rights of others.

X. General Conduct: Residents and visitors are expected to maintain a reasonable level of noise in and around university housing at all times, as well as follow all posted and written policies found in the UNA Student Handbook, Housing Contract, Housing & Residence Life website, and Guide to Residential Living. Violations are subject to conduct outcomes as outlined in the Student Handbook. The Housing Contract may be canceled by the University for disciplinary reasons with no refund of rent.

XI. Housing Check-In: Residents will receive instructions for university housing opening via UNA Portal and the Housing & Residence Life website. Advance notification must be provided to Housing & Residence Life if arriving after 5:00 p.m. on the first day of classes or else the resident will forfeit their housing assignment

XII. Housing Check-Out: University housing closing dates/times are posted on the Housing & Residence Life website at the beginning of the academic year. Residents must officially check out by removing all personal belongings, cleaning their assigned space according to departmental expectations, and returning their key(s) by the allocated time. Failure to comply with checkout procedures will result in monetary fines. The University is not responsible for property left in university housing during breaks and any abandoned items will be disposed of per departmental policy available on the Housing & Residence Life website.

XIII. Assignment Changes: Residents who wish to alter their housing assignment may request to do so during the Room Change process at the onset of each semester. All changes are dependent upon space and availability. Written permission must be obtained from Coordinator of Occupancy prior to any move.

XIV. Consolidation: Double occupancy rooms should be occupied by two persons. When one of the occupants moves (for any reason), the remaining student agrees to consolidate or pay for a private room (if available). If two residents agree to accept a roommate, but neither is willing to move, that move shall be determined administratively by Housing & Residence Life using the following criteria: classification of students, length in residence, housing application date.

XV. Room Care: Residents are expected to maintain a safe and clean space at all times. There are monthly inspections for cleanliness in all university housing. Residents are responsible for the general cleanliness and upkeep of their assigned living space and common areas and expected to report any breakage, damage, or need for repairs to university staff.

XVI. Responsibility for Damage: Residents will be responsible for the condition of the assigned space and shall reimburse the University for damage to the space and damage to or loss of fixtures, furnishings or properties furnished under the contract. No alterations may be made to the area of furnishings provided by the University. All provided furniture must stay within the assigned space for the duration of residency. Residents may not remove, store, or trade furnishings from your space. Violation of this policy may result in a financial charge. Additional furnishings brought into the room by the resident must be freestanding and clear of all existing furniture, fixtures, and walls. Any additional furniture must meet fire safety standards as outlined by the university.

XVII. General Policies of the University: The University reserves the right to enter a student's assigned space under certain circumstances including, but not limited to, inspections for Health and Safety issues, student health concerns, general Housing & Residence Life policy compliance, cleaning, inventory, epidemics, pest control, occupancy verification general repair and/or other emergency situations. If such inspections are of a routine or periodically recurring nature, every effort will be made to give prior notice. The University reserves the right to confiscate, discard, and hold or surrender to appropriate authorities any item in any room that violates residence hall or university regulations as stated in the university catalog, the Student Handbook, Housing & Residence Life website, and/or any other official university publications. The University is not liable for damage to or loss of personal property, failure or interruption of utilities, or injury to persons. Students are strongly encouraged to provide their own health and personal property loss insurance.

COVID-19 Housing Agreement Addendum 2022-2023

- I. **Health & Safety:** We expect that all members of the University of North Alabama community – students, staff, and visitors act in a manner that demonstrates respect and compassion for those around them, including respect and compassion for the health and safety of all community members. All students are prohibited from creating a health or safety hazard within the University and the University may request or require a resident to leave University property if their continued presence in the community poses a health or safety risk for community members. Residential students are required to comply with health and safety laws, orders, ordinances regulations and health and safety guidance adopted by the University as it relates to public health crises, including COVID-19. This guidance will evolve as the public health crisis evolves and may include, but is not limited to, social distancing, limitation on mass gatherings, wearing a face covering, COVID-19 diagnostic and surveillance testing (including before or upon arrival to campus), contact tracing, disinfection protocols, limitations on guests into residence halls, and quarantine / isolation requirement (including before or upon arrival to campus). Adherence to health and safety requirements applies to all residents, staff, and visitors and extends to all aspects of residential life, including bedrooms, bathrooms, community kitchens lounges, computers, and other common spaces.

- II. **Quarantine / Isolation / Separation:** At any time, the University may request or require a resident to leave the University when that resident's continued presence in the housing community poses a health or safety risk for community members. Residential students are required to comply with requests from the University to leave their assigned space due to COVID-19 or other public health emergency and failure to do so is a violation of this agreement and may subject a student to emergency removal from their assigned space. Not all residential rooms or halls are appropriate for self-quarantine or self-isolation for example, and in those situations where a student is recommended to self-quarantine or self-isolate, students may not be permitted to continue residing in their residential space. Removal from the University to isolate or

quarantine does not constitute a termination of a residential student's housing contract.

- III. **De-Densifying Efforts:** Residential students are required to comply with any de-densifying efforts needed on campus due to COVID-19 or other public health emergency including, but not limited to, the relocation of all or some residential students to alternative housing. Relocation does not constitute a termination of a residential student's housing contract. In the event the University must relocate students as part of a de-densifying strategy due to public health concerns for an extended period of time and alternative housing is not available, the University will adjust university housing rate charges based on the circumstances and information available at that time. In the case that UNA should stop de-densifying efforts in accordance with public health standards, Housing & Residence Life reserves the right to change your housing assignment if needed, including moving halls or having a roommate.
- IV. **Dining Services:** Dining service, including where and how it will be offered to residential students, is subject to the discretion of the University and is subject to modification to address public health concerns. Due to health and safety guidance adopted by the University, dining may limit the occupancy of dining halls, limit the amount of time students may occupy dining halls, or make other operational adjustments needed to address health and safety concerns.
- V. **Cleaning:** The University will continue to implement and modify its cleaning protocols to address COVID-19 or other public health emergency in the interest of minimizing the spread of disease. The University will educate and inform residential students on appropriate cleaning protocols within their assigned spaces to reduce the spread of COVID-19 within residence halls.
- VI. **Termination:** Upon reasonable notice, the University reserves the right to terminate housing contracts due to public health emergency needs, including COVID-19. In the event the University terminates housing contracts due to public health concerns, the University may offer fair and reasonable credit for impacted students as appropriate and based on information available at that time.

You agree to release the University, its agents, and employees from any and all damages, liability, claims, expenses, or loss (collectively, "Claims") resulting from or arising out of your use of space within University Housing, including those related to the potential exposure to contagious viruses like COVID-19 and to indemnify and hold harmless the University, its agents, and employees from any Claims resulting from or arising out of your breach of the terms and conditions of your housing contract. You understand that by residing in campus housing, you are assuming the risks associated with communal living and, as in any shared living document, those risks include potential exposure to contagious viruses, including COVID-19.

The University makes all assignments without regard to race, color, religion, sexual orientation, or national origin and rejects all requests for change of assignment based upon reasons of race, color, religion, disability, national origin, or other protected category.