



## Terms and Conditions of Occupancy

This room and board contract is a binding contractual obligation between the student and Housing and Community Standards at Henderson State University. The student enters into this agreement when they electronically agree to the conditions of the contract within the housing portal. Students can reach their contract anytime on their portal. All information, including expectations of the student that are contained in the Housing and Community Standards website, including the *Student Community Standards*, are incorporated by reference into the terms of this contract. It is the student's responsibility to become familiar with all provisions of this contract. Students also agree to the Housing Handbook of all policies and procedures at the University upon agreeing to this contract.

As stated, the Housing Contract becomes effective immediately upon the student signing the contract electronically within the housing portal. The contract ends the last day the residence halls are open for the spring term of the academic year of the contract as published by the University Academic Calendar, including any breaks or other periods of extension. During the summer it is active during the summer terms. Specific term dates are listed on the housing portal and website and not included in this contract, as this could potentially be adjusted with formal notice.

Terms of this contract may be added or changed during the term of this contract with appropriate prior notification via email to residents. No term or condition of this contract can be waived without formal written agreement between the student and the Director of Housing and Community Standards or designee, and no oral statements made by Housing and Community Standards, its agents, or employees are considered a waiver of any term or condition.

## Eligibility

To qualify to live in campus housing, a student must be enrolled in a minimum of one hour per semester in fall and spring. A student must be registered for a minimum of one hour in the summer term or may be registered for either the previous spring semester or the following fall semester to live in campus housing for a summer term. No one can reside on campus who is not enrolled in classes, except for the exception during summer.

The university reserves the right not to contract with students who have violated the terms and conditions of the contract or previous contracts with the University; for example: Violating University policies, rules, and regulations; students who have a past-due balance with the University; etc.

## Assignments and Meal Plans

Campus housing is available to students who have been accepted for housing by Housing and Community Standards, which can only occur after the students have been officially admitted to the University and have completed the Housing Application. Assignments will be made only after the completion of the Housing Contract and the receipt of the \$50 non-refundable application fee. Students cannot move-in until they are enrolled in classes (online or on-campus).

## **Assignments and Meal Plans, *continued***

This contract denotes that a student has been accepted for housing and the university has space available for that individual and does not guarantee an assignment to any specific room, building, roommate, or type of accommodation.

The University reserves the right to make and alter the student assignment and roommate assignments. It is the policy of the University to assign roommates without regard to race, color, national origin, religion, age, sexual orientation, or disability. The University reserves the right to make room assignments, to authorize or deny room and roommate changes, to consolidate vacancies, and to require a student to move from one room or residence hall to another.

Housing assignment changes may be made for health, safety, repair services, economy, disciplinary reasons involving the student, or for unresolvable incompatibility of roommates. The student may not change room assignments without authorization from Housing and Community Standards.

The student does not have the option to reject a roommate unless Housing and Community Standards provides the student with the option of paying an additional fee to maintain a private room and the student accepts and pays the additional fee, as set by Housing and Community Standards. The option to pay an additional fee for a private room will only be available to students as space allows. The University reserves the right to alter the specific room assignment, if necessary, during the assignment process, even after assignment notification. Students in a private room will pay the private room fee. If their roommate moves out, they will have 30 days to consolidate with another student or be charged the private room fee.

The room assigned to the student by Housing and Community Standards will be used by the student solely for residential and educational purposes at Henderson State University. The policies and procedures section of the Housing and Community Standards website provides additional details involving policies for facility and room use. Students must agree and abide by all Community Standards, as outlined in the Housing Handbook and within the general student code of conduct.

Housing and Community Standards assign rooms based upon requests of current and prospective occupants. Priority will go to current residents on campus. Second priority goes to students who are not currently residing on campus and those requests will be prioritized based upon the date of application completion and the receipt of the non-refundable application fee. Students must agree to all housing selection policies and procedures, as announced via email each term. Students who do not select their own room will be assigned based on availability.

Students must check-in to their room by announced days/times each term. University Housing is not obligated to hold a room reservation past the first day of classes. If a student fails to do so, and subsequently appears, an assignment elsewhere will be made if space is available. Physical occupancy of the room by the student and/or the student's possessions are not necessary to constitute occupancy.

The student must vacate the assigned room at the closing times established by Henderson State University at the beginning of each vacation break period.

Students who have an assignment, even if they do not check in or do not receive keys, are held accountable to this contract and payments, unless they withdraw or formally cancel, based on the regulations outlined in this contract. If students receive an assignment on campus due to a scholarship and do not actually "live" on campus, they are still subject to all contractual policies and procedures.

## Meal Plans

Students living in campus housing must select one of the meal plans offered by the University. It is required to have a meal plan while living on campus. Meal plan options and prices are subject to change. Students living in the traditional residence halls (East Hall, Smith Hall, Sturgis Hall, University Place, and West Hall) must select one of the meal plans designated for residence hall students. Students living in the apartments (Ridge Pointe or Reddie Villas) may select any of the meal plans offered by the residence halls but must select at least have the 10-meal plan + a limited amount of DCB. Meal plans designated for the residence halls are the 15 or 19 meal plans + a limited amount of DCB for each.

Meal services will not be available prior to the start of the Fall term and there may be limited options during break periods.

Students may select, change, and cancel meal plans within the terms outlined above until the date announced by Housing and Community Standards each term. After this date, students may add an additional meal plan by paying the full amount of the meal plan at the cashier's window of the University. The Housing department cannot adjust meal plans after the 11th day of classes for the semester and will only be canceled due to withdrawal or contract released. Meal plans will not be adjusted in summer after the first day of class each term.

Any student who withdraws from the university will receive a meal plan refund based on the details below. The student must complete the withdrawal and properly check out of their housing space in person with a Housing staff member by the dates below:

- Rates are based on a daily rate and that is how much a student will be refunded.
- For example, in fall 2024 the term dates (as of March 2, 2024, but remember this can be altered) are August 17 – December 13, 2024. That is 118 nights. If the 15 meal plan costs \$1850/semester, that is \$16/day (rounded-up to the nearest dollar). Meaning, if you withdraw and cancel on day 50, that means you have 68 days to be refunded, which equals \$1088.
- All refunds are rounded-up to the nearest dollar.

Any student who withdraws from the university after 5:00 p.m. on November 1 in Fall semester or April 1 in Spring semester will be responsible for the full meal plan price. In the summer, students must withdraw or cancel by the first day of classes, due to the short terms. Afterwards, students are responsible for full costs.

## Payment and Charges

The student understands and acknowledges that room and board charges, as established by the University, must be paid. Sample housing rates may be found on the Housing and Community Standards web page. Payment should be submitted to the Cashier's Window, or through the student's Henderson State University account. Students must discuss payment plans with Student Accounts.

If a student's payment is not made by the dates established by the University, or if checks are returned to the Cashier due to insufficient funds, Housing and Community Standards reserves the right to reassign the space or cancel the Contract, depending on space needs. A student's failure to pay does not constitute cancellation of the student's obligations under the contract. To request cancellation of their contract, the student must follow the procedures outlined in the Contract Cancellation section.

Final housing and meal plan costs are announced at the beginning of each fiscal year. Students understand that they will select their housing location prior to final published prices, and they will still be responsible for those costs. Meal plans will be selected after prices are announced.

## **Damages and Fines**

Charges will be assessed for students who are deemed responsible for damage to a room or public area throughout the term of the Contract. Residents may be billed directly for repairs, cleaning, furniture replacement, lost or non-returned keys, or any damage to other University owned furniture and equipment. Damage assessment notices are sent to the student's University email after proper checkout procedures have been completed and damage charges are assessed to the student account.

Students who do not follow proper checkout procedures will be charged for an improper checkout, in addition to any charges for damage and break housing. The deadline to appeal charges or fines is 60 days after the charge has been applied to the student account. The student is individually responsible for the proper care of their assigned room, furnishings, and equipment, including cleaning and keeping a hygienic environment.

In the event of damage to public areas of residence halls, including but not limited to lounges, hallways, kitchens, elevators and bathrooms and the furniture, fixtures, and equipment located in those areas, students may be assessed costs of the replacement or repair when responsibility can be determined. However, when individual responsibility for damages cannot be determined, the residents of a floor, suite, wing, or entire hall may be deemed collectively responsible for repair or replacement costs. For public areas also, damage assessment notices are emailed to the resident after proper checkout procedures have been completed and damage charges are assessed to the student account. Students who do not follow proper checkout procedures will be charged for an improper checkout in addition to any charges for damages.

Fines can be assessed to students at any time for not abiding by policies and procedures, which are outlined in the Housing Handbook. Students are responsible for all fines/charges. Students are billed separately for residing on campus during breaks, such as winter break and summer days not in the contract. Thanksgiving break and spring break are considered in this contract – the academic year.

## **Prorated Housing Charges**

Any student who withdraws from the university will receive a refund based on the schedule below. The student must complete the withdrawal and properly check out of their housing space in person with Housing staff.

Any student who withdraws from the university will receive a refund based on the details below. The student must complete the withdrawal and properly check out of their housing space in person with a Housing staff member by the dates below:

- Rates are based on a daily rate and that is how much a student will be refunded.
- For example, in fall 2024 the term dates (as of March 2, 2024, but remember this can be altered) are August 17 – December 13, 2024. That is 118 nights. If a West Hall double room costs \$2350/semester, that is \$20/day (rounded-up to the dearest dollar). Meaning, if you withdraw and cancel on day 50, that means you have 68 days to be refunded, which equals \$1360.
- All refunds are rounded-up to the nearest dollar.

Any student who withdraws from the university after 5:00 p.m. on November 1 in Fall semester or April 1 in Spring semester will be responsible for the full housing price. In the summer, students must withdraw or cancel by the first day of classes, due to the short terms.

If the student has not completed a proper checkout with a Housing staff member, the charges will be prorated to when the Housing and Community Standards staff member completes and submits the improper checkout paperwork to the university. All charges will be assessed to the student's Henderson State University account.

## Permitted Agreements & Additional Deadlines

If the student vacates their room without withdrawing from the University or having received a written release of the agreement from the Director of Housing and Community Standards or designee, they will be responsible for all associated fees, including collection costs, court costs, and attorney fees. The student will be responsible for the total fees set by the university for the entire academic year unless the student cancels their contract by July 15 prior to the applicable school year. As stated, in the summer, the student must complete cancellations by the first day of classes each term. In addition, summer apartment lease extensions and summer storage must be cancelled on the designated day that is announced each spring semester, which will change year-to-year. After that day, the student is responsible for the charges. Partial summer storage or lease extensions will not be granted. Students must agree to the entire summer.

The student agrees and promises to pay the charges incurred by submitting the University Housing Contract. The student understands and agrees that charges incurred are due and payable by the date set forth by the University. In the event the student does not make payment in full for the University Housing Contract, the student understands and agrees that they will remain responsible for payment of those charges and shall be responsible for any reasonable attorney fees and the costs associated with the collection of all unpaid charges, which may include fees charged by a collection agency up to 50% or more of the unpaid charges collected by that agency. The student also understands failure to pay may result in credit bureau reporting or state income tax attachment, as permitted by Arkansas law. Transcript and registration holds are placed on unpaid accounts. Charges cannot be disputed 90 days after the end of the term in which the student signed the contract or wishes to dispute.

Note that the academic year contract is for the entire year – fall and spring. Partial leases are only granted due to residency requirements, withdrawals, or contract releases.

## Requests for Contract Cancellation

Requests for contract cancellation, in all cases, must be made in writing on a form available on the Housing website. If the student is currently living in campus housing, their request for cancellation is effective only upon their completion of proper checkout procedures, in addition to the written request/completed form for cancellation to the Housing and Community Standards Office.

If contract cancellation is requested, the student will be required to make all payments, including damage charges and improper checkout charges (if applicable) before the contract cancellation can be approved.

The cancellation schedule follows:

### *Fall Residents:*

- Residents who cancel on or after July 15<sup>th</sup> will be responsible for the full contract. After July 15<sup>th</sup> students must complete a contract release form.
- Before July 15<sup>th</sup> anyone can cancel their Housing, however, do not disregard residency requirements.

### *Spring Only Residents:*

- Residents who cancel on or after January 2<sup>nd</sup> will be responsible for the full contract.

### *Summer Residents:*

- As stated, in the summer, any student who signs a contract must cancel prior to the first day of classes. Afterwards, they are responsible for all housing and meal plan charges.

## **Requests for Contract Cancellation, *continued***

After the dates above, residents must follow the Contract Release Process. Students must submit the Contract Release Form and any additional documentation to the Office of Housing and Community Standards. The consideration of requests in the Contract Release Process may take up to 15 business days. Residents who meet the conditions for contract release will be assessed prorated room and board costs based on their check-out date according to the schedule in the Prorated Charges section above only after their Contract Release has been approved.

A student who is evicted for failure to abide by the terms of occupancy as described throughout this contract for disciplinary reasons will be responsible for room and board charges for the entire contract period.

## **Withdrawal from the University**

A student who voluntarily withdraws from the University or who is being required to withdraw from the University for scholastic, financial, or medical reasons will be responsible for the payment of room fees, which may be prorated according to the schedule in the Prorated Charges section above at the sole discretion of the University.

## **Contract Termination by the University**

The University may unilaterally terminate the Contract due to any of the following circumstances:

- Nonpayment of housing fees
- Disciplinary dismissal from housing of a student by Housing and Community Standards or by Henderson State University
- A student voluntarily withdraws from enrollment at Henderson State University
- Violation of a term or condition of occupancy by the student or their guest(s)
- Failure to register for classes by the census date as listed in the academic calendar for any semester
- Failure to check in by the first day of classes if the student has not received written permission from Housing and Community Standards for late arrival. It is the responsibility of the student to request permission for late arrival. The student will be assessed room charges through the first day of classes in addition to the appropriate withdrawal payment specified in this Contract.

## **Miscellaneous Notes**

- This contract can be amended at any time and notice will be given to students.
- Students must agree to all policies and procedures in the student handbooks, housing handbook, and student code of conduct/community standards.
- Students are encouraged to purchase individual renter's insurance to cover damage to personal items due to maintenance, weather, or facility issues. This is discussed in greater detail in the housing handbook.
- By signing this contract, students agree to all communications and publications sent and posted throughout the year and summer – deadlines, dates, statements, agreements, announcements, etc. Students are expected to and responsible for checking and reading their emails from Housing & Community Standards, as that is the official form of communication.
- Meal plan regulations also pertain to commuter students.