

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 *Residents' Handbook*) and for conduct generally (such as are contained in the *UAH Student Handbook*). In signing this contract, you are indicating that you have received a copy of the current *Residents' Handbook*.

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

Associate Vice President of University Housing

Date

Student Name (Print) and ID Number

A. ASSIGNED APARTMENT

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 television and internet connection to your assigned apartment ("apartment").

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 an apartment assignment and/or take occupancy until after Fall semester begins, your contract and payment obligations will extend for the full contract term.

2. This contract will automatically terminate. If you submit a housing application update with a \$100 commitment fee to the Housing Office for a renewal term by the application deadline, and you are reassigned to the same exact space, you may be able to remain in UAH Housing during semester break. Otherwise, you will be expected to move out on or before the contract period ends and then return to UAH Housing on the scheduled move-in day.

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).

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 here. 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.

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.

2. Rental payments shall be made in advance in equal installments on or before the 1st day of each month. If you do not receive an apartment assignment until after the 1st day of the month, your rent must be paid before you receive apartment keys.

3. Payments are to be made by mail or delivery to the Cashier's Office, University Center, 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.

4. Any time a prorated refund of advance rental charges is due under this contract, it shall be calculated by determining a **weekly** rental rate over the contract term, multiplying that rate by the number of weeks of actual occupancy, and then comparing that amount with the amount of rental charges paid.

5. 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.

E. COMMITMENT FEE

1. You have paid a \$125 housing application fee to UAH. Twenty-five dollars of that fee is not refundable. The remaining \$100 will be held in your account as a deposit securing your obligations under this contract.

2. A refund of the \$100 commitment fee may be made if you are denied admission to UAH or if UAH is unable to provide you a room assignment. If you are provided a room assignment, your commitment fee will be applied to the rent for the last semester in your contract.

F. USE OF APARTMENT

1. You are to use and occupy the apartment exclusively as a personal residence for you, your spouse, and your children. The names of these co-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 Associate Vice President of University Housing.

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 at 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.

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.

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.

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 *Residents' Handbook*. 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 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 **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 charges for the full contract term.

2. If you officially withdraw from UAH and properly check out of your apartment in a timely manner, you may qualify for a refund of advance rental charges paid. Rent will be prorated on a weekly basis from the beginning of the contract period through the day following the last exam of your final semester, or when you vacate, whichever comes later.

3. **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 rental or other charges.
- d. You fail to carry out any obligation of this contract, including the Housing Rules and Guidelines in the *Residents' Handbook*.

When canceling under this provision UAH shall give you 24 hours written notice. After 24 hours UAH shall have the right to enter your apartment and take possession of it. You will not receive any refund of advance rental charges or security deposit 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 may qualify for a prorated refund of advance rental charges paid and, if you otherwise qualify, of your commitment 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: University Housing Office, UAH, 606-A John Wright Drive, 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.

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 matters relating to it shall be interpreted and governed by the law of the State of Alabama.

8. The current *Residents' Handbook* is incorporated by reference into and made a part of this contract, and you agree to be bound by its provisions.