

7. **You will be responsible, financially and otherwise, for the conduct of anyone you invite or permit to come into your space.** 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*.

G. PERSONAL PROPERTY

1. You are solely responsible for the care and safekeeping of all personal property you or your guests bring into your space. 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 space 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 space 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 15 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. You may qualify for a prorated refund of advance rental 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 space, using the following schedule:

- a. 80% refund - check-out during 1st week of semester.
- b. 60% refund - check-out during 2nd week of semester.
- c. 40% refund - check-out during 3rd week of semester.
- d. 20% refund - check-out during 4th week of semester.
- e. No refund if check-out occurs after 4th week.

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 rent 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 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 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 space.
- c. Leave your space, 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 space.
- 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 space, delivered to you there, or firmly attached to the door of your space.

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 matter 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.