

**UNIVERSITY OF SOUTH ALABAMA
RESIDENCE HALL CONTRACT
2009-2010**

Phone: (251) 460-6185
Toll Free #: 1-866-872-0140
Email: housing@usouthal.edu

Web site: <http://www.southalabama.edu/housing/>

◆All Housing Contracts Must Be Accompanied By A \$150.00 Housing Payment◆ Keep Yellow Copy of Contract for Your Records
Original signed contract (Faxed or Scanned copies will not be accepted) and Payment Should Be Sent To:
University of South Alabama, Department of Housing, Mobile, AL 36688-0002

STUDENT NAME _____ ID No: **J00** _____
Last First M.

HOME ADDRESS _____
Street City State Zip

HOME PHONE (____) _____ GENDER Male _____ Female _____ BIRTHDATE _____

CELL PHONE (____) _____ DO YOU SMOKE? Yes _____ No _____ SOCIAL SECURITY # _____

Have you ever been convicted of a felony? Yes _____ No _____ (Initial) _____ See Term/Condition #26 on back.

RESIDENCE HALL CONTRACT TERM

_____ FALL & SPRING 2009-2010 - THIS CONTRACT IS BINDING FOR FALL AND SPRING SEMESTERS (Initial) _____
_____ SPRING 2010 Only (1 semester contract) _____ SUMMER 2010 Only (1 semester contract)

THE BALANCE OF YOUR HOUSING FEE IS DUE BY THE FIFTH DAY OF CLASSES.

CANCELLATION POLICY

(ALL CANCELLATIONS MUST BE IN WRITING AND SENT TO THE DEPT. OF HOUSING)
SEE CONDITIONS FOR CANCELLATION ON BACK

A \$75.00 cancellation fee will be charged for all cancellations received prior to the first official day for University Residence Hall check in. A \$150.00 cancellation fee will be charged for all cancellations, for any reason, received on or after the first official day for University Residence Hall check in through the last day for University refunds as stated in the University Bulletin.

ASSIGNMENT/ROOMMATE PREFERENCE

Returning residents have priority for all room assignments. New residents are assigned based on date of receipt of contract and payment. While every reasonable attempt is made to honor roommate preferences, building requests, and special housing needs, the University can make no guarantees. Roommate matching depends on the room availability, written mutual requests, and receipt of all contracts and payments involved in the request before assignments are made. All Residence Hall buildings are designated as non-smoking.

Rank Your Housing Choices (1st, 2nd, 3rd, etc.):

- | | | |
|---------------------------------------|--|--|
| _____ DELTA 1-3 (Suite for 2) | _____ DELTA 4/5 (Large Private Suite) | _____ BETA/GAMMA (Efficiency Apt. for 2) |
| _____ DELTA 1-3 (Single Suite) | _____ DELTA 4/5 (Suite for 2) | _____ GAMMA (2 Bedroom Apartment for 2) |
| _____ DELTA 6 (Efficiency Apt. for 2) | _____ EPSILON (Suite for 2) | _____ GAMMA (Private Suite w/Semi-Private Bath) |
| _____ DELTA 6 (Single Efficiency) | _____ EPSILON (Large Private Suite) | _____ Private Suite/Apartment (Must be registered with Special Student Services) |
| _____ DELTA 4/5 (Single Suite) | _____ BETA (2 Bedroom Apartment for 4) | |

Roommate Request: (Requests must be mutual and ID No. is required)

CIRCLE IF APPLICABLE:

NAME: _____ J00 _____

HONORS ROTC ATHLETE

◆PLEASE READ ALL TERMS AND CONDITIONS ON BOTH SIDES OF THIS CONTRACT CAREFULLY◆

The Residence Hall Contract is a request for space in the University of South Alabama Housing system. Any student who is classified as a freshman and has completed less than 24 credit hours must enroll in at least the minimum meal plan as part of this contract. The contract with appropriate signature(s) and required \$150.00 prepayment is effective from the University's acceptance of the application until the end of the Spring Semester of the academic year, unless specified otherwise. If the student withdraws from the University and then re-enrolls during the agreement period, the agreement obligation will be reinstated. Students are accountable for adhering to all policies and regulations listed in University publications including, but not limited to, University Bulletin, University Student Handbook, the "Lowdown", the Residence Hall Contract, Housing brochures, and the University Residence Hall Handbook. I, the undersigned, hereby certify that I have read, understand, and agree to all terms, conditions, and policies stated in this document.

SIGNATURE OF STUDENT _____ DATE _____

SIGNATURE OF PARENT/GUARDIAN (Required if student is under 19 years of age) _____

FOR OFFICIAL USE ONLY

AREA	ROOM #	DATE	CHARGE

TERMS AND CONDITIONS FOR STUDENT OCCUPANCY

1. **This contract is binding for one entire academic year, consisting of Fall and Spring Semesters.** If you enter after the beginning of an academic year, the contract is binding for the remainder of the academic year. While living in University Residence Halls, you must be enrolled at the University of South Alabama. Summer contracts are binding for Summer Semester only.
2. If you cancel your contract, then re-enroll in the University during the period covered by the cancelled contract, your contractual obligation will continue. This includes payment of all rent for the remainder of the contract period. **SEE CONDITIONS FOR CANCELLATION BELOW.**
3. If you are not admitted or not permitted to re-register due to academic suspension or dismissal as determined in the **University Bulletin**, you may cancel your contract and receive a rent refund. All cancellations are subject to a cancellation fee and/or other housing charges and the refund policy as stated in the **University Bulletin**.
4. If you are removed from University Housing for violation of policies and regulations governing student conduct during any rental period, you will not be relieved of your financial obligations to University Housing for that semester. You will not be entitled to a refund of any rent paid. No cancellation fee will be charged.
5. Payment on a housing account with an invalid check may subject you to having your contract and/or enrollment cancelled. A delinquent account may subject you to cancellation of your registration for the current semester. If it is necessary to refer an account to an outside collection agency, any costs incurred in collection will be assessed to the student, including any attorney's fees and the account may be reported to a credit bureau.
6. If you withdraw from the University or cancel your housing contract during the Fall or Spring semester, rental refunds will be made in accordance with the actual tuition refund percentage as stated in the **University Bulletin**. Summer Semester withdrawals or cancellations will receive a daily-prorated refund.
7. You must cancel your Housing Contract at your Area Office at the time of your withdrawal from the University. In order to receive the appropriate refund, you must check out properly, in person, at your Area Office within 72 hours following your written cancellation from University Housing. To check out, your room must be cleaned and vacated, all personal property removed, inspected, and room key returned. **If your room is not vacated and the key returned within 72 hours of your cancellation, your refund will be based on the actual date that the key is returned.**
8. Your rent for a semester covers residency from the first day of Residence Hall Check-In as stated in the University Calendar until 12 hours after your last examination for the term. Failure to vacate will result in additional rent charges as determined by University Housing.
9. You must occupy your room in person. You may not sublet your room to another person, nor give accommodations to roomers, boarders, or lodgers. Changes in assignments or rooms can be made only after approval in writing from your Area Office.
10. You are not permitted to keep pets, except for harmless varieties of fish, in or around the Residence Halls.
11. If you make an unauthorized room change, you will be subject to a fine of \$50.00. If a requested room change is processed, then refused or voided, a \$50.00 charge will be assessed.
12. You are responsible for keeping your residence clean and orderly each day and for the proper care of your residence and its equipment. Charges may be made for damages.
13. You share joint responsibility with the other assigned residents for the care and protection of public areas and equipment in your section and building.
14. The University is not liable for loss of, or damage to, your personal property or for failure or interruption of any utilities, including Gas, Water, Electricity, Cable TV, Internet, and Telephone.
15. You must assist and cooperate with the University in the care and maintenance of the premises, including grounds, and must report promptly to your Area Office any breakage, damage, or need for repair of the dwelling unit, facilities, or equipment therein.
16. You may make no alterations, changes, repairs, remodeling, or painting of the premises or equipment therein without prior consent of the Area Office. You may use no screws or nails on the premises. Picture hangers and hooks are limited to one inch in length, and only in designated areas. You may not use padlocks, nor tamper with or change locks already in use.
17. You must permit the duly authorized agent, employee, or representative of the University to enter, without notice, any part of the unit during reasonable hours for the purpose of making necessary inspections, improvements, or repairs.
18. You must deposit garbage, rubbish, and other waste in the proper receptacles and dumpsters and help keep the area clean and in a sanitary condition.
19. The University reserves the right:
 - a. Of entry to your room by authorized personnel.
 - b. To change or cancel your assignment in the interest of order, health, discipline or other urgent reasons.
 - c. To change your room rate and/or occupancy after due notice.
20. University Housing of the University of South Alabama accepts applications for housing assignments regardless of race, creed, color, or national origin. In compliance with the Civil Rights Act of 1964, and University policy, we will not make housing assignments on a segregated basis.
21. The University reserves the right to approve any personal items that you store in Residence Halls and assumes no liability for the loss of, or damage to these items. The University further reserves the right to dispose of all stored items that you do not properly claim. The University assumes no responsibility for items that you leave in your vacated room.
22. Neither the University, Director of Housing, nor employees of the University shall be held to have made any representations or promises contrary to the terms set forth in this contract. The failure of the University to insist, in any one or more instances, upon the strict observance of any of the terms of this contract shall not be considered as a waiver or relinquishment of these terms in any other instances, and these terms shall continue in full force and effect. The rights and remedies given to the University under the terms of this contract are distinct and separate remedies, and no one of them, whether exercised or not, shall be deemed to be in exclusion of any of the others. The University reserves the right to make other rules as may be deemed appropriate or necessary for the safety, care, and cleanliness of the premises, and for securing the comfort and convenience of all residents.
23. If you live alone, and have not requested a private room, you may be required to either pay the private room rate or move to another room.
24. You will be issued a key to your room and it is your responsibility to return this key to the Area Office when you vacate your room. If your key is lost or stolen, you will be charged \$25.00 to have the lock re-keyed and new keys issued. You may not duplicate your key nor possess unauthorized keys.
25. All students, including all financial aid and scholarship recipients, **who are currently living in University Housing**, must sign a contract and pay \$150.00 for the upcoming semester, before the official housing move out day **to remain in housing during the break between the Spring and Summer or the Summer and Fall semester.** This policy will not apply to the break between Fall and Spring semester since the contract in place covers both Fall and Spring semester.
26. A conviction for a sex offense will result in the applicant being ineligible for housing. All other felony convictions will be reviewed on a case by case basis and University Housing has the discretion to deny on-campus housing to an applicant who has been convicted of a felony, if it appears that the applicant has personal history that presents an unacceptable risk to the residence hall community. Failure to answer and initial the felony question on the front of the contract will result in the contract being denied.

◆ CONDITIONS FOR CANCELLATION ◆

All obligations associated with this contract are binding. Students are urged to carefully consider their circumstances prior to entering this contract. Cancellation of this contract will not be considered due to lack of financial resources, dietary or medical needs, or religious reasons.

Cancellation of this contract will be considered ONLY for current residents under the following conditions: graduation; marriage during the contract term; withdrawal from the University; internship outside the Mobile area; or academic dismissal or academic suspension from the University. Cancellation fees on this contract will be waived only for current residents who graduate, participate in a co-op or internship outside the Mobile area or their Greek office term has expired. All other cancellations will be charged the cancellation fee in effect at the time of the cancellation. Written documentation will be required.

**PLEASE RETURN ORIGINAL COPY OF SIGNED CONTRACT WITH \$150.00 PAYMENT TO:
University of South Alabama, University Housing, Mobile, AL 36688-0002**