



# UAFS Room and Board Contract AY 2020 – 2021

Name: \_\_\_\_\_ UAFS ID: @00 \_\_\_\_\_ UAFS Username: \_\_\_\_\_  
Last First M.I.

Gender: M F Date of Birth: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Emergency Contact: \_\_\_\_\_  
Full Name Relationship Phone 1 Phone 2

### DEFINITIONS

“Sebastian Commons” and the “Lion’s Den” are living facilities under the University of Arkansas – Fort Smith (UAFS) and Campus Housing.  
“UAFS” is defined as the University of Arkansas – Fort Smith (UAFS).  
“Housing” is defined as the Office of Housing and Residential Life or Housing Office, which is a department within UAFS.  
“Student” is any person intending to enroll at UAFS and be housed on campus or is considered a current on-campus resident.  
“Board” is Student’s meal plan that is billed to and must be paid to Student’s account.  
“Dining Dollars” is a required monetary balance on a Student Lion’s ID card and is non-refundable.

<b>ROOM CONTRACT PERIOD SELECTION</b> <input type="checkbox"/> Lion’s Den Academic: August 13, 2020 – May 8, 2021 ( <b>does not include winter break</b> ) <input type="checkbox"/> Lion’s Den Spring 2021: January 8, 2021 – May 8, 2021 <input type="checkbox"/> Sebastian Commons Academic: August 14, 2020 – May 9, 2021 <input type="checkbox"/> Sebastian Commons Academic PLUS Summer: August 14, 2020 – August 6, 2021 <input type="checkbox"/> Sebastian Commons Spring 2021: January 8, 2021 – May 9, 2021 <input type="checkbox"/> Sebastian Commons Summer I: May 28, 2021 – July 2, 2021 <input type="checkbox"/> Sebastian Commons Summer II: July 2, 2021 – August 6, 2021	<b>MEAL PLAN (BOARD) SELECTION</b> <input type="checkbox"/> Unlimited Meals Per Week <input type="checkbox"/> 220 Block Plan* <input type="checkbox"/> 160 Block Plan* <input type="checkbox"/> 80 Block Plan* (sophomores, juniors, & seniors ONLY) <input type="checkbox"/> 40 Block Plan* (Sebastian Commons ONLY) <input type="checkbox"/> Sole Dining Dollars (Sebastian Commons ONLY) <input type="checkbox"/> Summer Resident ONLY: No meal plan required <b>All meal plans include Dining Dollars.</b> <b>These meal plans are subject to change.</b> <b>*Block Plans may not be prorated</b>
<b>COVERED PARKING SELECTION (Sebastian Commons Contracts ONLY)</b> <b>Sebastian Commons residents may opt for a covered parking space. Current rates are listed online. Covered spaces are limited. Checking “Yes” does not guarantee a resident a covered parking spot. UPD manages the covered parking at Sebastian Commons.</b> <input type="checkbox"/> Yes, reserve me a covered parking spot at Sebastian Commons <input type="checkbox"/> DO NOT reserve me a covered parking space	

**THE CONTRACT IS NOT COMPLETE UNTIL ALL BLANKS ABOVE ARE COMPLETED AND A MEAL PLAN AND CONTRACT PERIOD ARE SELECTED.**

### Contract Terms and Conditions

The terms and conditions of the UAFS Room and Board Contract between the Student (or guardian if student is under age 18) (hereinafter “Student”) and Board of Trustees for the University of Arkansas for and on behalf of the University of Arkansas at Fort Smith (hereinafter “UAFS”) are as follows:

#### **A. General Eligibility**

1. Student must be enrolled in at least twelve credit hours at UAFS each fall and spring semester and one credit each summer session (if living on campus). Students who live on campus during the Spring 2021 semester and Fall 2021 semester do not need to be enrolled in summer courses to live on campus for Summer 2021. Written requests for exceptions, on a semester basis if space is available, may be made to the Housing Office.
2. Student, if considered a first-year student by UAFS, such as a WATC and PSEO student, may not live in Sebastian Commons until Summer 2021.
3. **Sebastian Commons Eligibility:** Student must have completed 30 credit hours post high school (not including high school eligible credits) or lived in the Lion’s Den two semesters or be 20 years of age by September 1, 2020.

4. If student is a current Lion’s Den student, who is eligible to live in Sebastian Commons in August 2020, Student is eligible to transfer to Sebastian Commons. When transferring at semester, Student may be responsible for the \$340 Lion’s Den winter break fee. To transfer, Student must fill out a Room Change Request form.
5. UAFS reserves the right not to contract with persons in violation of Housing or UAFS rules or regulations, or who have an unpaid past-due account balance with UAFS.

#### **B. Contract Period**

1. Student must select a contract period at the beginning of this contract. The contract is in effect once signed.
2. If Student enters into a contract after the beginning of the contract period selected and defined above, Student may be entitled to prorated room and board rates.

3. If Student chooses not to return to campus housing for reasons including fall graduation, academic internships, or buying out the contract period for the Spring 2021 semester, Student will have their contract end on December 12, 2020.
4. If a late or early check-in time is needed, the resident director must be provided written notice of the need not less than one week before the requested late or early check in date and time. The resident director will then provide a written response of approval or denial. An early check-in or late checkout may incur additional fees, which are currently \$20 per night. If a student is approved to check-in early or checkout late, they will be held to this contract, and the contract will start on the date of their check-in and end on the date of their checkout.
5. Revisions to room contract period selection may be made through 5pm on November 15, 2020. **After November 15, 2020, students desiring a room contract for summer may sign up for summer housing during summer and fall housing sign up in the spring semester.**
6. Student must check into assigned room by 5pm on the first day of class of the term they plan to move in, unless written special arrangements are made with the Housing Office. Contracts will be cancelled at 5pm on the first day of class of the semester for failure to complete proper check in procedures or for failure to complete special arrangements for check in.
7. The Lion's Den will be closed for winter break from 5pm on December 12, 2020 through 12pm on January 9, 2021. Student may not occupy their Lion's Den room during winter break without written permission from the Housing Office. The semester room rate for the Lion's Den does not include winter break. The fee to enter the Lion's Den over winter break is \$20/day up to a maximum of \$340 for the entire break.
8. If Student is participating in commencement and is unable to vacate at the end of the contract period, they must receive written permission from the Housing Office to stay.
9. At the end of the contract period, Student is required to check out with a Housing staff member and vacate their assigned room.

**C. Room Assignments**

1. UAFS reserves the right to assign Student and to reassign Student for the purpose of consolidation or any other reason as determined by UAFS.
2. Race, national origin, disability, religion, or any other basis prohibited by federal or state law shall not be considered in assignment.
3. Assignment priority is at the sole discretion of UAFS and is based partly on the date and time of receipt of the application, application fee, a signed contract, deposit, and space availability.
4. Assignments are personal, non-transferable, and non-reassignable. Requests to transfer rooms must be made in writing to and approved by the Housing Office.
5. Unauthorized room changes or failure to move out of a room when required may result in additional charges.
6. Sign-up by current residents for the next academic year occurs during the spring semester. To participate, current residents must have 24 credits completed or in progress.
7. Student may not subcontract any living space on campus or occupy a space to which they are not assigned or allow an unauthorized person to occupy the assignment or premises.
8. **Roommate Requests:** Requests for roommates must be included in each Student's application or in written requests

signed by each requesting applicant in order to be considered. Mutually requested roommates should have the same room/ apartment preference. Space will not be held for any requestor whose application, application fee, contract, or deposit is not received in time to be assigned concurrently. While every effort will be made to meet roommate requests received before initial housing assignments are made, UAFS does not guarantee such assignment.

9. Current residents desiring to switch rooms may fill out a Room Change Request Form. Forms will not be accepted the first two weeks of each semester.
10. **Summer Housing:** If Student is living in summer housing at Sebastian Commons, Student may be reassigned a temporary apartment at Sebastian Commons so ongoing summer maintenance projects may occur.
11. UAFS will attempt to notify Student of roommate assignment prior to the new roommate moving in, but this is not guaranteed. Student does not have the right to refuse a roommate assignment unless they are willing to pay for all empty beds in their room/ apartment and there is room available elsewhere in the facility.
12. If Student needs a special accommodation in room assignment, they must notify the Housing Office two weeks prior to move-in. Student must also have their circumstance on file with the ADA Office, and the ADA Office will communicate approved accommodations for the student to the Housing Office.

**D. Food Service Plans and Cancellation Policy**

1. Students must purchase a residential meal plan. A meal plan must be selected from the above options. The Dining Dollars portion of all plans is non-refundable. Cancellation of this contract or withdrawal from UAFS may result in a partial meal plan refund based on the proration schedule. **Block plans, as identified in the MEAL PLAN SELECTION section of this contract, may not be prorated.**
2. Meal plans are personal and non-transferable. Student must always present their Lion's ID card when using their meal plan.
3. During the period between the fall and spring semester, Student may adjust their meal plan before January 5, 2021, to obtain a meal plan option that best suits their needs. During the first week of each semester, meal plans may only be adjusted to a meal plan that contains equal or more Dining Dollars.
4. If Student is not enrolled for fall or spring classes by 5pm on the Monday before fall or spring classes begin, meal plans will be cancelled until Student is officially enrolled.
5. Unused meals at the end of a semester will not be refunded or transferred to the next semester; however, any unused Dining Dollars will roll over from the fall to spring semester.
6. Food Service is closed for Thanksgiving, winter, and spring breaks.
7. Full meal plan usage policies are found online at <http://campuslife.uafs.edu/housing/meal-plans-lions-den>.

**E. Charges and Payments**

1. The charges for room and board vary according to the UAFS housing facility, Student assignment, and the assigned meal plan. A listing of room and board rates, which is fully incorporated herein by reference, will be

available no later than June 15, 2020, on the UAFS Housing website:  
<http://campuslife.uafs.edu/housing/housing-rates>, subject to receiving approval from the Board of Trustees of the University of Arkansas acting for and on behalf of the University of Arkansas Fort Smith. UAFS reserves the right to raise or lower room and board rates at any time upon thirty (30) day notice.

2. A contract received before the beginning of each term will be billed to Student's account by the second day of class. If Student turns in contract after classes have started, room and board charges will be posted within three business days of receipt of the contract.
3. Payment must be made in full by the payment deadline as defined by the Cashier's Office unless an installment plan has been established by Student online or if charges are fully covered by financial aid. Late payments will be assessed a UAFS late payment fee.
4. Student agrees to make full payment of all room and board fees charged by UAFS. Student's failure to meet financial obligations for room and board payments may result in meal denial, termination of the contract, denial of transcripts, denial of reassignment, or other actions as set forth in the UAFS Student Handbook, Student Code of Conduct, and the Residential Handbook.
5. A \$200 security deposit is due with submission of the signed contract for all residents. This deposit will be refunded, less any charges incurred, upon termination of the contract.
6. At the end of the contract period, Student must comply with the administrative checkout procedure. A noncompliance fee of \$100 may be assessed for failure to comply with the checkout procedure or for an unscheduled checkout. An unscheduled checkout includes being late for a checkout time, not giving advance notice of move-out, or leaving without checking out with a staff member. Complete procedures and fees are listed in the Residential Handbook.
7. Charges are assessed for damage or loss of UAFS property in student rooms. Charges may be assessed for damage that is found after Student has checked out, provided Student's room has not been reoccupied. All charges will be placed on Student's UAFS account.
8. Wired and wireless internet and utilities for each resident are included in the room rate for each semester.

#### **F. Contract Termination by Student**

1. If Student requests cancellation of their housing contract, Student must do so through written request to the Housing Office.
2. Student may terminate this contract without penalty through June 1, 2020 at 5pm. Cancellations between June 2, 2020 and July 1, 2020 by 5pm will incur a \$200 fee. Cancellations between July 2, 2020 and July 31, 2020 by 5pm will incur a \$400 fee. If Student cancels after July 31 or does not move in without cancelling, or moves out during the contract period, Student will incur an \$800 contract buyout fee. Cancellation and buyout fees are immediately due and payable.
3. Requests to reduce and/or waive the cancellation or contract buyout fee must be made in writing, with supporting documentation, to the Housing Office, and will be reviewed. Buyout appeals must be submitted *prior* to Student moving out in order for the appeal to be considered. If Student cancels their room and board contract before they move in, Student has the right to

submit an appeal of the cancellation fee within ten business days.

4. Life events that may allow Student to be released from a housing contract are graduation, military service, or a documented medical condition for which UAFS Housing is unable to make reasonable accommodation.
5. UAFS withdrawal will result in automatic termination of this contract. If Student withdraws or is dismissed from UAFS Housing for judicial, disciplinary, or criminal reasons, Student will be assessed the \$800 contract buyout fee.
6. If Student withdraws from UAFS, or is suspended for academic, disciplinary, social, or financial reasons, Student is required to remove their belongings from UAFS property within 24 hours of their withdrawal or suspension.
7. Refund of room and board fees will be prorated through the first half of each semester. Thereafter, there are no refunds available. Dining Dollars are non-refundable.
8. There are no refunds given for Summer 1 or Summer 2 contracts.

#### **G. Contract Termination by UAFS**

1. UAFS may terminate this contract and require Student to immediately vacate the living space for the following reasons: (1) Failure to make satisfactory payments by the required date(s); (2) Official UAFS disciplinary action resulting in removal of Student from the room and/or building; (3) Failure to be enrolled in the required number of credit hours; (4) Violation of Housing or UAFS policy, rules or regulations, including but not limited to, the regulations set out in the Residential Handbook and/or the Student Code of Conduct, which is fully incorporated herein by reference; (5) Failure to maintain the room in a safe and sanitary condition; (6) Violation of any terms or conditions of this contract; (7) An emergency or casualty; or (8) If the resident presents a health, safety, or security threat to themselves or to others.
2. An \$800 contract buyout fee will be assessed by UAFS for any of the reasons listed in section G1.
3. UAFS may terminate this contract for convenience for any reason, by giving Student thirty (30) days notice. Notice shall be deemed sufficient when it is deposited in the U.S. Mail and addressed to Student's campus address and/or permanent address on record with UAFS.
4. If Student is not enrolled for spring classes by December 11, 2020 and does not move out or notify the Housing Office until January of their intent to move out, Student will be charged two weeks cost of housing above and beyond the contract buyout fee. This may include both room and board fees.
5. If Student moves in for fall and is not enrolled in twelve credits by August 1, Student will have their contract cancelled, will be charged the cancellation fee, and will be refunded their deposit. Exceptions may be granted.
6. Failure to vacate the room upon notice of termination of this contract by UAFS or the expiration of the contract period will result in an \$800 contract buyout fee with no option to appeal. The locks will be immediately changed and Student will be immediately evicted, which may result in additional fees. Student waives all statutory rights of ejection.

#### **H. Casualty or Emergency**

1. UAFS shall not be responsible for lost, stolen, or damaged property, nor personal injury sustained on UAFS premises. UAFS will not be responsible for injury sustained from a

lofted bed. UAFS will not be liable to Student, or guest, for injury, damage or loss to person or property caused by criminal conduct of other persons, including, but not limited to, theft, burglary, assault, vandalism, or other crimes. Student agrees to indemnify UAFS, its officers, and employees for any and all damages or other loss that may be suffered by others as a result of any action or negligence of Student. Nothing in this contract shall be deemed to waive the sovereign immunity of the State of Arkansas, The Board of Trustees of the University of Arkansas acting for and on behalf of the University of Arkansas at Fort Smith or the University of Arkansas – Fort Smith and its employees. Student should obtain renter’s insurance to insure their property.

2. If a living space becomes uninhabitable due to fire or other casualty, UAFS will attempt to relocate Student to another residential space, if available. If UAFS is unable to relocate Student to another residential space, UAFS may terminate this contract without refund.
3. Neither Student or UAFS shall be liable or have the right to terminate this Contract for any delay or default in performing hereunder if such delay or default is caused by conditions beyond their control including, but not limited to Acts of God, government restrictions, wars, insurrections, and/or any other cause beyond the reasonable control of the party whose performance is affected.

**I. Abandonment of Personal Property**

1. Personal property left in a room or other space after Student has moved out, whether by proper or improper check out, shall be deemed to have been abandoned and will be immediately removed and disposed of at Student’s expense. UAFS shall not be responsible or liable for any losses of or damages to any abandoned property.

**J. Room Condition and Damages**

1. Student accepts the premises and furnishings as-is. At check-in, Student must complete a Room Condition Report to ensure they are not charged for existing defects. If Student does not list an imperfection on the Room Condition Report, Student may be charged for the damage.
2. Student hereby agrees that the Room Condition Report and inspections shall serve as the basis for any damage charges that are assessed by UAFS.
3. Student will leave the room, suite, or apartment in the same condition as received; reasonable wear and tear accepted, and will not make any alterations, additions, or improvements in the living space.
4. Student agrees that furnishings provided by UAFS will remain in the suite or apartment when Student vacates in the same condition as when Student occupied the premises, reasonable wear and tear accepted.
5. Student agrees to pay all charges for cleaning, maintenance, or repair deemed necessary by UAFS to return the premises to the same condition as when accepted by Student, beyond normal wear and tear. Student shall pay for all damage to the building, electrical, plumbing system, or furniture, caused by Student’s action or negligence. Student agrees that where two or more students occupy the same room, suite, apartment, wing, floor, or building and the responsibility for damage, loss or other charges cannot be ascertained by UAFS, the cost of the damage or loss or charges will be allocated and assessed equally to all occupants of the room, suite, apartment, wing, floor or building.

**K. Right of Entry**

1. UAFS officials may enter Student’s room to conduct a welfare check if there is reason to believe Student’s health may be in question; to maintain health and safety standards; an emergency; to investigate situations where Student’s behavior appears to violate the law or UAFS regulations; to check-in or check-out Student; to inspect periodically to insure safe, sanitary conditions; to perform periodic pest control; or perform necessary or routine maintenance work. UAFS officials will make a reasonable effort to notify Student prior to entry.

**Please Initial:**

\_\_\_\_\_ I have read, understand, and will comply with the terms and conditions in this contract. I understand that this is a legally binding document for the financial commitment required by room and board payments and applicable fees.

\_\_\_\_\_ I understand that it is my responsibility to read and become familiar with the Residential Handbook and the UAFS Student Code of Conduct. I understand that I must abide by the policies contained in these publications or else be subject to cancellation of the Room and Board Contract.

\_\_\_\_\_ I understand I must pay a \$200 security deposit with submission of this contract. I understand financial aid cannot cover the deposit. Failure to pay the security deposit will forfeit my campus housing assignment.

\_\_\_\_\_ I understand I will be billed \$800 to buyout the contract if I break it and move-out before the end of the contract period.

\_\_\_\_\_ I hereby contract for room and board accommodations with UAFS for the contract period designated on the first page and for any exception to the move-in and move-out dates as requested and approved through writing.

**Student Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Guardian signature if Student is under age 18:**

\_\_\_\_\_