

**Auburn University at Montgomery
Housing & Residence Life Contract
2011 -2012**



Phone: (334) 244-3296
Email: housing@aum.edu
Web site: www.aum.edu/housing

◆All housing contracts must be accompanied by a \$100 non-refundable application fee◆ Keep a copy of this contract for your records
Send payment and original signed contract (faxed or scanned copies will not be accepted) to:

Auburn University at Montgomery, Housing and Residence Life, P.O. Box 244024, Montgomery, AL 36124

STUDENT NAME _____ STUDENT #: S _____
Last First M.

HOME ADDRESS _____
Street City State Zip

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

CELL PHONE (____) _____ DO YOU SMOKE? Yes _____ No _____ EMAIL _____

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

HOUSING AND RESIDENCE LIFE CONTRACT TERM

_____ FALL & SPRING 2011-2012 - THIS CONTRACT IS BINDING FOR FALL AND SPRING SEMESTERS (Initial) _____

_____ SPRING 2012 Only (1-semester contract) _____ SUMMER 2012 Only (1-semester contract)

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

APPLICATION CANCELLATION POLICY

All application cancellations must be in writing and sent to Housing and Residence Life. See conditions for contract termination policy on back.

A \$150 cancellation fee will be charged for all application cancellations received after July 1 for fall semester, December 1 for spring semester and April 1 for summer semester and prior to the first official day of Housing and Residence Life check in. A \$250 cancellation fee will be charged for all application cancellations, for any reason, received on or after the first official day of Housing and Residence Life check in through the last day for University refunds as stated in the University Catalog.

ASSIGNMENT/ROOMMATE PREFERENCE

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

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

- | | |
|--|---|
| _____ WEST COUTYARDS – Semi-private (Dogwood Court) | _____ WEST COURTYARD – Private |
| _____ WEST COURTYARD – Quad apartment (Dogwood Court) | |
| _____ WEST COURTYARD – Married and Family (Maple Hall) | _____ WEST COURTYARD – Double Occupancy |
| _____ NORTH COMMONS | |

SAME SPACE SIGN UP ONLY

_____ I want to return to the Same Area/Room Area _____ Room _____

Roommate Request: (Requests must be mutual and the Student Number is required)

CIRCLE IF APPLICABLE:

NAME: _____ Student # S _____
NAME: _____ Student # S _____
NAME: _____ Student # S _____

HONORS ROTC ATHLETE ESL

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

The Housing and Residence Life Contract is a request for space in Auburn University at Montgomery Housing. The contract with appropriate signature(s) 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 Catalog, AUMANAC, Student Handbook, the Housing and Residence Life Contract, Housing brochures and the Housing and Residence Life Community Standards.

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)

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 residential communities, you must be enrolled at Auburn University at Montgomery. Summer contracts are binding for Summer Semester only.
2. Returning students who are not registered for classes by July 1 are subject to having their housing contract administratively cancelled.
3. If you are not admitted or not permitted to re-register due to academic suspension or dismissal as determined in the **University Catalog**, you may cancel your contract and receive a rent refund. All cancellations are subject to a cancellation/termination fee and/or other housing charges per the refund policy as stated on the University Website.
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 Housing and Residence Life for that semester. You will not be entitled to a refund of any rent paid. No termination fee will be charged.
5. A \$150 vacating notification fee will be charged for all vacating notices received after December 1 for spring semester and April 1 for summer semester and prior to the first official day of Housing and Residence Life check in. A \$250 vacating notification fee will be charged for all vacating notices received on or after the first official day of Housing and Residence Life check in through the last day for University refunds as stated in the University Catalog
6. 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 room assignment 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 you, including any attorney's fees and the account may be reported to a credit bureau.
7. **You must terminate your Housing Contract at the time of your withdrawal from the University. In order to receive the appropriate refund, you must check out properly. Your refund will be based on the actual date the key is returned.**
8. You must properly check out, in person, with a resident assistant. Your room must be cleaned and vacated, all personal property removed, inspected, and all keys returned to the Residence Life Office. If you do not check out properly (see Vacating Notice) and/or choose to abandon the room, you will be assessed a \$50 Improper Check Out fee.
9. Your rent for a semester covers residency from the first day of Housing and Residence Life 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 Housing and Residence Life. Your rent does not cover residence during periods between semesters/terms, unless you are a continuing resident. Additional rent may be charged on a pro rata basis for residence between semester/terms or for failure to vacate by the stated move-out deadline at the end of the last term.
10. 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 Housing and Residence Life personnel.
11. You are jointly 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 and/or health and safety violations. You share joint responsibility with the other assigned residents for the care and protection of public areas and equipment in your section and building.
12. 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.
13. You must assist and cooperate with the university in the care and maintenance of the premises, including grounds and must report promptly to the Housing and Residence Life Office any breakage, damage or need for repair of the dwelling unit, facilities or equipment therein.
14. You may make no alterations, changes, repairs, remodeling or painting of the premises or equipment therein without prior consent of Housing and Residence Life. 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.
15. 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.
16. Auburn University at Montgomery is committed to providing accommodations and services to qualified students with disabilities. Housing works collaboratively with the Center for Disability Services (CDS) to obtain disability documentation to support housing accommodation requests. If you have a disability that may require a housing accommodation, please specifically indicate any special needs or accommodations.
17. 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.
18. Housing and Residence Life at Auburn University at Montgomery 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.
19. The university reserves the right to approve any personal items you store in university residential communities 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.
20. 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.
21. 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.
22. You will be issued a key and/or access card to your room and a mailbox key. It is your responsibility to return these keys and/or access card to Housing and Residence Life when you vacate your room. If these keys and/or access card is lost or stolen, you will be charged \$50 to have the lock re-keyed and new keys issued. You may not duplicate your key nor possess unauthorized keys.
23. All students, including all financial aid and scholarship recipients, **who are currently living in University Housing**, must sign a contract 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 semesters.
24. Students who have not moved into their rooms before the first day of classes are subject to having their housing contract administratively cancelled.
25. Married/Family housing is restricted to a maximum of two adults. The adults must be husband and wife and a valid marriage license is required. No more than two children are allowed in university housing communities and they must be under the age of 12. Birth Certificates and/or other proof of guardianship may be required. Parents must assume supervision of their children at all times.
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 residential community. Failure to answer and initial the felony question on the front of the contract will result in the contract being denied.

◆ CONTRACT TERMINATION POLICY ◆

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

Termination 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 Montgomery area; or academic dismissal or academic suspension from the University. If you chose to terminate your contract for any other reason you will be charged a \$500 contract termination fee and the applicable fees in effect at the time of the termination. All rental refunds will be made in accordance with actual tuition refund percentage as stated by the University Refund Policy. Written documentation will be required.

PLEASE RETURN ORIGINAL COPY OF SIGNED CONTRACT WITH \$100 PAYMENT TO:

Auburn University at Montgomery, Housing and Residence Life, P.O. Box 244024, Montgomery, AL 36124