

# **This contract is for the 2018-2019 academic year. Dates of occupancy are August 19, 2018 (Returning Students)/ August 22, 2018 (New Students) through May 5, 2019.**

Embry-Riddle Aeronautical University (ERAU) reserves the right to consider a student's or applicant's character, academic and behavioral record, criminal record, or other pertinent information in granting or denying housing or admission, making related assignments or schedules; or imposing reasonable, appropriately-tailored requirements to protect the campus environment. Unless specifically exempted from disclosure by law or order of court, students and applicants have an affirmative duty to immediately disclose any criminal convictions or charges against them for violent offenses, sexual offenses, offenses against minors, and/or offenses that are punishable as a felony.

The presence on campus of students or applicants who commit serious violations of ERAU policies, standards of conduct and procedures, or have unacceptable character, academic or behavioral record, or criminal record may be inconsistent with the safety and other compelling interests of ERAU. Accordingly, ERAU may, at ERAU's sole discretion, temporarily or permanently bar from all or any part of ERAU owned or controlled property, or impose reasonable conditions upon any student or applicant who violates ERAU policies, standards of conduct and procedures, or whose character, academic or behavioral record, or criminal record is determined by ERAU to pose an unreasonable risk to the interests of ERAU, its students, employees, or visitors. Action based on conduct shall not normally be taken against admitted students until the student has been afforded process consistent with applicable ERAU policies and procedures. However, Embry-Riddle Aeronautical University reserves the right to take immediate reasonable action to protect the health or safety of people or property.

Applicable policies, standards of conduct and procedures may be modified or updated from time to time, and shall be binding as of the date published. Students and applicants are bound by the terms in effect at the time of any event or occurrence. The electronic version of applicable policies, standards of conduct and procedures shall be the official current version.

## **Contract Terms and Conditions**

ERAU requires new students - all incoming first-year and transfer students (with less than 28 earned credit hours) under the age of 21 before September 1 of the academic year - to reside in ERAU Managed Housing (henceforth referred to as "HRL") for the full academic year (fall and spring semesters). Housing accommodations for new students age 21 or older or transfer students with 28 credits or more may be made available as space permits. Students who contract with HRL are obligated through this contract for the full length of the applications contract terms.

This contract is effective once the application for housing is submitted to the Department of Housing and Residence Life and is binding for the length application submitted.

### **I. Financial Obligations**

- A. Upon submitting the housing application, the student applicant becomes financially liable for housing rental fees for all terms covered in this contract. This contract is binding for the application terms identified in the housing application.
- B. All fees, charges and/or fines associated with housing occupancy are charged to the individual student's ERAU account. All financial liabilities are considered due to ERAU.

- C. Students who have submitted the housing application are obligated to the terms and conditions of the housing contract but may not check-in to ERAU-managed housing until payment and/or payment arrangements have been made with the Cashier's office at least ten days prior to start of the academic term. If payment and/or payment arrangements are not received and processed by the payment due date, the student will lose the specific housing assignment and there would be no guarantee that the specific housing assignment would be reinstated once payment and/or payment arrangements have been met. Housing spaces would be reassigned based on housing demand and availability of spaces.
- D. All applicants, including ROTC and Athletic scholarship awardees, must submit the housing deposit that will be held until the student permanently checks out of housing. Within 30 days following the student's permanent checkout, the housing deposit or portion remaining thereof (dependent on damage, lock change, extra cleaning charges, cancellation deadlines, etc.) will be credited back to the student's open ERAU account. Failure to submit deposit does NOT negate the contract and HRL may automatically charge the deposit to the student account on the first day of occupancy.
- E. Housing deposits will not be held for new students who defer their enrollment. New incoming students must cancel their contracts in writing prior to June 1 for fall contracts and December 1 for spring contracts in order to receive a full refund. Submit requests via ERNIE [here](#) or Departments → Prescott Campus → Housing → "Apply to Break My Housing Contract". Students who cancel their contracts after these dates forfeit their deposit.
- F. Returning students (students who fill out a Returning Student application) are able to cancel their housing contract on or before April 1<sup>st</sup> without any financial penalty. Returning students who cancel their housing contract between April 2<sup>nd</sup> and May 1<sup>st</sup> will be charged a \$300 cancellation fee. If returning students wish to cancel their contract on or after May 2<sup>nd</sup>, they must submit a request to be released from their contract online via ERNIE [here](#) or Departments → Prescott Campus → Housing → "Apply to Break My Housing Contract" link and if approved will be assessed a \$1200 fee. Only upon written approval for release will a contract be cancelled. Please refer to the Conditions for Contract Release below for more details.
- G. New students (students who fill out a New Student application) who decide not to attend ERAU are able to cancel their housing contract on or before June 1<sup>st</sup> without any financial penalty. New students cancelling their contract on or after June 2<sup>nd</sup> due to not attending ERAU forfeit their housing deposit. New students who are attending ERAU wishing to cancel their contract must submit a request to be released from their contract online via ERNIE [here](#) or Departments → Prescott Campus → Housing → "Apply to Break My Housing Contract" and if approved will be assessed a \$1200 fee. Only upon written approval for release will a contract be cancelled. Please refer to the Conditions for Contract Release below for more details.
- H. Waitlist students (students who were informed by HRL that they are on the waitlist) are able to cancel their contract without financial penalty if they do so prior to accepting a room assignment via ERAU e-mail. Once a space becomes available, HRL will use ERAU e-mail to offer the student of the space and the student has 72 hours to accept or decline. If the student declines or fails to accept within the timeframe, their contract will automatically be cancelled and will be removed from the waitlist. If Waitlist students wish to cancel their contract after accepting a room assignment they must submit a request to be released from their contract online via ERNIE – Departments – Prescott Departments - Housing link and if approved will be assessed a \$1200 fee. Only upon written approval for release will a contract be cancelled. Please refer to the Conditions for Contract Release below for more details.
- I. Students who are sanctioned to housing eviction, suspension, or dismissal through the Student Conduct Process must move out of the halls within 72 hours and will not receive any refund.

## **II. Contract Release Request Process**

- A. All obligations associated with this contract are binding. All requests for contract release must be made by the student in writing and must include appropriate supporting documentation. Upon receipt of the written request and supporting documentation, the Department of Housing and Residence Life will review the request and will respond in writing.
- B. The following are standard reasons for a student to be released from their housing contract:

- a. Withdrawal from the University
  - b. Graduation
  - c. Marriage during the contract term
  - d. Medical conditions which prevent the student from living in the residence facilities and which cannot be accommodated by the Department of Housing and Residence Life, supported in writing by the Wellness Center
  - e. Internship/Study Abroad in conjunction with Embry-Riddle Aeronautical University
- C. Students must request to be released from their contracts in writing via ERNIE [here](#) or Departments → Prescott Campus → Housing → “Apply to Break My Housing Contract”.
  - D. Conditions of release must be documented and provided in conjunction with the written petition requesting release.
  - E. A \$1200 fee will be assessed and charged to the student’s ERAU account for all approved contract releases.
  - F. All housing refunds are based on the refund policy stated in the University catalog or a daily rate, pending circumstances.

### **III. Terms of Occupancy**

- A. ERAU is an equal opportunity institution. Housing will not be granted or denied based on gender, race, creed, color, sexual orientation, national origin or religious affiliation. Room and roommate assignments are done by matching criteria provided by the student in their housing application.
- B. This contract provides a space (not a specific room) in housing. HRL reserves the right to increase the occupancy of rooms in order to accommodate all guaranteed students. If a student has been approved and given a single room and HRL needs to increase occupancy in the space, the student will have the option to be released from his/her contract without financial penalty or accept a roommate at the double room rate. Students are entitled to their assigned room until removal or relocation is deemed necessary by HRL. The Department of Housing and Residence Life reserves the right to change or cancel a student’s room assignment or consolidate a room in the interest of order, health, displacement, maximization of residence space, disaster, or administrative reason after reasonable notice to the student. HRL reserves the right to not allow any environment to exist or persist. Any expenses associated with relocation or cancellation will be the responsibility of the student.
- C. Contracts from new students required to live on campus must be received by July 1 in order to be included in the roommate matching process; contracts received after this date will be randomly assigned. Housing accommodations cannot be guaranteed to any student unless the student is required to reside on campus.
- D. Fees paid in accordance with this contract apply to housing occupancy within the published HRL opening and closing dates for all semesters. Unless otherwise established and published by HRL, the residence facilities are open only between the first published date of check-in and the last official day of checkout each contract period. Beyond these dates, students are responsible for securing alternative housing at the student's expense. Fees paid in accordance with this contract do not apply to occupancy beyond the contract period.
- E. In accordance with this contract, students who are confirmed and assigned to housing within HRL are entitled to all services provided, as stated in HRL publications.
- F. Housing assignments are done by gender identity. Opposite gender or co-gender housing assignments are not permitted.
- G. Rooms may be occupied ONLY by students to whom they are assigned. Rooms may not be sublet to any other person(s). Room changes and building transfers may be allowed only after receipt of written approval by HRL.

- H. The student must be enrolled full time with Embry-Riddle Aeronautical University to reside in university-managed housing. Any exception to full time status condition must be approved by the Department of Housing and Residence Life. Students seeking an exception must do so in writing to the Director. Full time status equals 12 credit hours for undergraduates, 9 credit hours for graduate students.

#### **IV. Responsibilities**

- A. Students are responsible for knowing and observing all ERAU and HRL policies and procedures as stated in all ERAU and HRL publications including, but not limited to, the Student Handbook, housing contract, and the Standards of Conduct found on the ERAU Prescott website.
- B. Students must keep rooms clean and orderly at all times. The cleanliness of the residence facilities is the joint responsibility of the student and the University contracted cleaning service. Charges may be assessed to students who fail to adhere to reasonable standards of cleanliness.
- C. Students are responsible for the care and proper use of all furnishings and equipment in the residence facilities. Students may be charged for damage to, unauthorized use of, or alterations to furnishings or equipment provided in rooms or common areas. Students are jointly responsible for the care and proper use of lounges and other common or public areas. Vandalism or other improper care of rooms or public areas may result in fines and/or disciplinary action, including dismissal from housing without refund. In addition, students found responsible for tampering with or altering fire protection devices or systems will be subject to federal and state laws, as well as ERAU policies.
- D. To provide a positive learning environment for our residents and workspace for employees, the University prohibits pornographic materials in common areas like bathrooms, lounges, living rooms, windows, exterior floors, and all public spaces.
- E. HRL reserves the right to determine the use of all rooms, lounges, common and public areas in the residence halls and apartments. In addition, HRL reserves the right to increase occupancy levels of rooms and/or buildings.
- F. HRL reserves the right to establish additional rules or policies as necessitated by conditions or issues related to safety, care and cleanliness of facilities and for the preservation of good order.
- G. The safekeeping of personal property is the responsibility of the student. HRL urges every student to exercise all appropriate care to avoid theft and other loss or damage. ERAU and HRL are not liable for the loss of or damage to students' personal property, including but not limited to acts of God, theft, mechanical failures, electrical surges, water pipes breaking, sprinkler discharge, accidents or natural disasters. HRL is not financially liable for temporary interruptions in service or utilities. ERAU encourages all students to obtain Renter's insurance.
- H. Electronic Mail ("E-Mail") messages sent to student's ERAU-provided account are the primary and official method of communicating with students. Students are responsible for reviewing/responding to such correspondence.

#### **V. Electronic Submission**

- A. In submitting the online housing contract, the student agrees to be bound by the terms and conditions of the housing contract. Submission of the contract serves as an acknowledgement to having read and understanding the terms and conditions of the contract and agreeing to be bound to the provisions.
- B. Students who submit their contract agree to have their name, address, e-mail address, and telephone number made available to their assigned roommate/suitemates, as well as potential roommates. If a student would like to not have their information released, please e-mail HRL at [prhouse@erau.edu](mailto:prhouse@erau.edu).

- C. Students who submit electronic contract agree to be bound by the length of residency defined in the contract submitted.
- D. In submitting the online contract, the student agrees that if they fail to fulfill all the terms and conditions in the contract, the full cost of the semester's housing, a pro-rated amount, cancellation or contract release fee and/or a forfeit of the housing deposit may be assessed to them based on the contract guidelines. If satisfactory arrangements or payment in full of this debt is not received the student account will be turned over to an outside collection agency and collection cost, which may be based on a percentage at a maximum of 33% of the debt will be added to the student account balance.