

## Contract Terms and Conditions

This contract becomes effective when the Department of Student Life receives the electronic contract. This contract is binding for the full academic year (August 21, 2011 through May 6, 2012) for required and non-required students. This contract cannot be terminated without the expressed written consent of the Department of Student Life and only after conditions have been met for release as stated in the "Terms and Conditions" of this contract. Students are accountable for adhering to all policies and regulations listed in University publications. These publications include, but are not limited, to the University Catalog, the University Housing Contract, as well as all information stated on the Embry-Riddle, Prescott Dean of Students website as well as other websites on the University site.

I hereby acknowledge that I have read and understand the terms and conditions as listed in this Contract and agree to be bound by the provisions of the same. I also understand that my name, address, email address and telephone number will be forwarded to my assigned roommate.

### I. Financial Obligations

A. The student applicant becomes financially liable for housing rental fees for all semesters covered in this contract upon the Department of Student Life receiving the electronic contract. This contract is binding for the time of the contract (August 25, 2011 - May 6, 2012 for first year students and August 21, 2011 - May 6, 2012 for non-first year students) for required and non-required students. If housing is needed outside of published dates, a per night fee may apply.

B. All fees, charges or fines related to University Housing occupancy are charged to the individual student's University account. All financial liabilities are then considered due to Embry-Riddle Aeronautical University.

C. First-year & transfer students must cancel this contract in writing prior to June 15, 2011 (December 15, 2011 for spring applicants) in order to receive a refund of their deposit. Request may be submitted at [www.ErauHousingApp.com](http://www.ErauHousingApp.com). Students who are confirmed to housing but cancel their housing contract after June 15th (December 15th for spring applicants) forfeit their deposit.

D. Returning students who cancel their contract on or before April 30, 2011 will be charged a \$200 cancellation fee. If returning students would like to cancel their Housing Contract after April 30, 2011, they must submit a request to do so to the Director of Student Life via [www.ErauHousingApp.com](http://www.ErauHousingApp.com) website. Only upon written approval for release from the Housing Contract will a contract be cancelled. Please refer to the CONDITIONS FOR CONTRACT RELEASE listed below.

E. Students failing to check in to housing by the fifth day of classes without prior notification will be charged an \$800 administrative fee and their contract automatically cancelled.

F. If a new student defers from fall to spring, the housing deposit will be held for that spring of that academic year. If a student defers from spring to fall, we are unable to carry the security deposit over to the fall semester and the deposit is forfeited.

## II. Terms of Occupancy

A. This contract guarantees use of a space (not a particular room) in University housing and is binding after the contract is received by the Department of Student Life.

B. Fees paid in accordance with this contract apply to housing occupancy within the published housing opening and closing dates for all semesters named herein. Unless otherwise established and published by the Department of Student Life, the residence facilities are open during the published dates. 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 dates published.

C. In accordance with this contract, students who are confirmed and assigned to University housing are entitled to all services provided as stated in Department of Student Life publications. Students assigned to University housing are entitled to occupy their assigned room until removal, or relocation is deemed necessary by the Department of Student Life. The Department of Student Life reserves the right to change or cancel a student's room assignment, or consolidate a room in the interest of order, health, and discipline, maximum utilization of residence space, disaster, or administrative reasons after reasonable notice to the student. The Department of Student Life 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.

D. ERAU is an equal opportunity institution. Room assignments are made without regard to race, creed, color, national origin, religious affiliation, or sexual orientation. Roommate requests based solely on race, creed, color, national origin, religious affiliation, or sexual orientation will not be honored.

E. Same gender students are assigned to a room. Opposite gender, assignments are not permitted.

F. The Department of Student Life reserves the right to assign any space a student does not occupy by the fifth day of classes unless the student has submitted a written request to the Department of Student Life for late arrival.

G. Rooms may be occupied ONLY by students to whom they are assigned. Rooms may not be sublet to another person. Room changes and building transfers may be allowed only after receipt of written approval by the Department of Student Life.

H. The student must be enrolled full time with Embry-Riddle Aeronautical University. The Department of Student Life must authorize any exceptions. Full time status equals 12 credit hours for undergraduates, 9 credit hours for graduate students.

### III. Responsibilities

A. Smoking is prohibited in all areas of the residence hall buildings including student rooms, lounges, lobbies, entryways, stairwells, balconies, and other residence hall common areas (community lounges, community kitchens, hallway, etc.). Smoking is permitted 25 feet away from buildings.

B. It is the responsibility of the student to keep their suites or apartments clean and orderly at all times. The cleanliness of the residence facilities common areas are the joint responsibility of the students and the University provided 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 in the residence facilities. 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 University policies.

D. To provide a positive learning environment for our residents and workspace for our employees, the University prohibits pornographic materials in the common areas like bathrooms, lounges, living rooms, windows, exterior doors, and all public spaces.

E. The Department of Student Life reserves the right to determine the use of all rooms, lounges, common, and public spaces in the residence halls. In addition, the Department of Student Life reserves the right to increase occupancy levels of rooms and/or halls.

F. The Department of Student Life 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. Computer lines provided in each residence hall room and apartment are the property of Embry-Riddle Aeronautical University, which is solely responsible for designation of their use and selection of service vendors. Students may be held responsible for any abuse of equipment or misuse of computer services, including illegal downloads. Students will be held liable for any computer charges incurred that are not specifically covered by the Housing fee.

H. The safekeeping of personal property is the responsibility of the student. The University urges every student to exercise all appropriate care to avoid theft and other loss or damage. The University and Department of Student Life are not liable for the loss of or damage to student's personal property, including but not limited to, theft, mechanical failures, electrical surges, sprinkler discharge, accidents or natural disasters.

I. Authorized University Personnel, including Student Life, Safety, Custodial, and Maintenance employees may enter student rooms at any time to perform normal duties, make necessary repairs or to

inspect rooms for damages or health and safety concerns and to assure that University policies and regulations are being adhered to.

#### 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.

#### VI. Contract Release Request Process

A. All obligations associated with this contract are binding. Release from this contract will be considered ONLY under the following conditions:

1. Dismissal or suspension from the University
2. Withdrawal from the University
3. Graduation (Subject to the Additional \$100.00 fee for Semester only contract)
4. Marriage during the contract term
5. Medical conditions which prevent the student from living in the residence facilities and which cannot be accommodated by the Department of Student Life confirmed in writing by ERAU Health Services
6. Severe and documented financial hardship confirmed in writing by ERAU Financial Aid Office
7. Internship/Study Abroad in conjunction with Embry-Riddle Aeronautical University
8. Other reasons as approved by the Director of Student Life

Students must submit an online Release from Housing form to the Department of Student Life for any release request. All conditions for release must be documented or acceptable written supporting documentation must be submitted to the Department of Student Life with the petition for consideration of release. The submission of a petition for contract release does not guarantee approval of a release. Contractual release is only upon written approval from the Department of Student Life.

An \$800 administrative fee will be assessed and charged to the student's account for all contract releases.

All housing refunds are based on the refund policy stated in the University Catalog or a daily rate, depending on the circumstance.