

## Terms of the Auburn University Housing Agreement

- I. Consideration and Period of the Agreement. The student or prospective student and (if required) his/her parent, guardian, or other guarantor, is hereafter, referred to collectively as student. The student will pay Auburn University rent for occupancy of the room assigned in Auburn University Housing (AUH) for the academic year beginning Fall Semester and ending at the conclusion of Spring Semester or the remaining portion thereof, as well as summer terms if applicable. The student will pay rent at the rate established by the Auburn University Board of Trustees. In return, Auburn University will furnish the student with a space in AUH in and under conditions reasonably suited for occupancy when the student is accepted for residence in AUH. Note that AUH does not remain open between semesters nor during the Thanksgiving and spring breaks with the exception of certain buildings.

Auburn University reserves the right to increase rates during the period of Agreement and the student will be notified of any rent increase by electronic mail to the student's Auburn email address. The student will have 30 days from the date of the notice to notify AUH, in writing, of the student's intent to cancel this agreement due to the rate increase.

This Agreement is not a lease and does not transfer to student any estate or tenancy.

## II. Definitions

- A. *Housing Application Fee.* The \$100 Application Fee is a non-refundable fee associated with the housing application and must be submitted at the time of application submission.
- B. *Assignment Confirmation Prepayment.* The \$200 Housing Assignment Confirmation Prepayment, which is evidence of the student accepting the Agreement, will be applied to the balance on the student's account with Student Financial Services except when the Housing Prepayment is forfeited (see Section IV.B.).
- C. *Received by Auburn University Housing.* The student must direct all cancellation requests and other correspondence to AUH. Notifications submitted to other offices (such as Admissions Office, Registrar's Office, etc.) may not be received by AUH and may be deemed to be inadequate notice. While it is available, cancellation requests should be made by submitting the cancellation form on the housing student portal. After the form is no longer available, cancellation requests should be made via email to Auburn University Housing. The date the cancellation form is submitted, or the date on the electronic mailing in which correspondences are received in writing by AUH will constitute the basis for determining the student's compliance with deadlines.
- D. *Notification.* AUH will send notices/correspondences to the student's University email account, local address and/or to the student's permanent address on file with the University. It is the student's responsibility to notify the Registrar's Office of any change in the student's local or permanent address.
- E. *Cancellation Date.* Date by which the student's written notice of cancellation of the Agreement must be received by AUH to terminate the agreement without penalty and receive a refund of any rental payment. If payment has not been received, the rental charge will be removed from the student's account.
- F. *Payment Due Date.* Date by which full payment must be received by the University. (See section IV. A. 1. concerning late fees).
- G. *Refund.* Refunds of rent will be credited to the student's account with Student Financial Services. These refunds may be applied to other outstanding obligations to the University.
- H. *Double Room.* Room occupied by two students.
- I. *Single Room.* Room designed to be occupied by one student or a double room occupied by one student who wishes to declare the room single occupancy and who agrees to pay the single room rate.
- J. *Common Area.* The living, dining and kitchenette area in each suite in the Village, South Donahue Hall, and 160 Ross.

- K. *Eligibility for Housing.* Single undergraduate students are eligible to live in University housing so long as they are enrolled in Auburn University. No student under 16 years of age will be considered eligible for housing. In certain situations, graduate students may be considered eligible for housing. An individual who is not enrolled in Auburn University is not eligible to live in University housing.
- L. *Rental Rates.* Each student will pay the rental rate established by the Auburn University Board of Trustees.

### III. Assignment and Rental Payment

- A. *Assignment.* Every reasonable consideration will be given to the student's preferences for housing accommodations, rooms, and roommate requests. However, the agreement is for residence in University housing and not for a particular accommodation, room, or roommate. Students in residence may have priority for assignment preferences.
- B. *Room (Apartment) or Building Change.* Students may obtain permission to change rooms during or between semesters as space allows when requests are approved by AUH staff. Additionally, a charge of \$100 will be levied against students moving out of, into, within, or between buildings without having prior written authorization from AUH staff for changes within a building or from AUH for changes between buildings.
- C. *Failure to Claim Space.* The student must claim his/her assigned space before the end of the check-in period for any given academic term. The student claims his/her assigned space by checking into the space in person or by notifying AUH that the student's arrival will be delayed. The student's failure to claim his/her assigned space could result in reassignment of the student. In such cases the student will be reassigned to housing of an equal or less expensive type than originally assigned, as space is available.
- D. *Payment of Rent and Other Charges.* Full payment and other housing charges are due at the time scheduled by the University. Fees are generally paid to the Student Financial Services Office. Rent is billed by the term and is charged from the day housing officially opens through the date of graduation. Students who are assigned during the first week after housing opens will pay the full semester rate. Rent will be prorated for those students assigned during the second and succeeding weeks after housing opens.

### IV. Conditions Governing Cancellation or Termination of Agreement

- A. *Failure to Pay Rent or Other University Charges.* If full payment is not received by the payment due date, Auburn University may, in its sole discretion, either (i) accept late payment and assess the student late charges established by the University; or (ii) terminate the Agreement and take collection action as appropriate for the unpaid balance (student will pay collection charges).
- B. *Prior to Occupancy in First Semester of Agreement*
  - 1. When notice of cancellation by the student is received on or prior to the cancellation deadline, the student will receive a refund of any rental payment. If payment has not been received, the rental charge will be removed from the student's account.
  - 2. When notice of cancellation is received after the cancellation deadline: The student will forfeit the Housing Prepayment and will receive a refund of any rental payment if the student does not enroll in the University for the first semester of the Agreement. However, the student will pay rent for the entire period of the Agreement if the student is enrolled at the University.
  - 3. Please refer to the cancellation deadline listed on our website and on the housing application.
- C. *During Occupancy.* The student will pay rent for the entire period of this Agreement unless termination due to one of the conditions below occurs. Termination by the student first must be approved by AUH.

1. Termination by the Student:

- a. Illness, injury or military service which necessitates resignation from Auburn University during the semester. The unused portion of the rental payment will be refunded when substantive proof of the matters asserted is presented in writing.
- b. Voluntary resignation from Auburn University during the semester. The unused portion of the rental payment will be refunded only if the resignation is effective on or prior to the 15th class day and at the end of the Fall semester because of graduation or non-enrollment for the Spring semester.
- c. A student who wishes to terminate the Agreement as a matter of personal preference (i.e., to move off campus) will pay rent for the entire period of this Agreement if enrolled.
- d. A student who must fulfill student internship and University co-op requirements which necessitate residency away from campus must comply with this Agreement during the semester the student is on campus. The Agreement shall terminate for students who will not return within the duration of the Agreement and when termination notification has been submitted to AUH.

2. Termination by the University:

- a. This Agreement may be terminated by the University in the event that the student's removal from University housing and/or suspension or expulsion is imposed as part of the University's disciplinary processes. A student removed from University housing or Auburn University as a result of disciplinary action will forfeit the unused portion of the rental payment for the semester in which the removal occurs. Except in situations which warrant immediate removal the student must check out of University housing within 72 hours of notification.
- b. The University may terminate this Agreement if the student fails to remain enrolled in Auburn University or fails to meet other material requirements of this Agreement.
- c. The University reserves the right to refuse admission or readmission to University housing to a student or to void the Agreement for reasonable cause. If the Agreement is voided during the student's occupancy, the student must check out of University housing within 72 hours of notification. In such instances, refund will be made of the unused rental balance.

V. Duties, Rights and Remedies

- A. Students are responsible for the conditions of rooms, bathrooms, common areas, furnishings, and appliances supplied by the University. The student agrees to return the student's copy of Room Condition Form to AUH staff within 3 days after check-in if the student disagrees with the conditions noted on the form. Failure to return this form within the time specified shall constitute conclusive proof of acceptance by the student of the room or apartment, its furnishings and fixtures as being in the condition noted by the AUH staff. Additionally, failure to follow established check-in procedures may result in a fine being charged for an improper check-in. Upon check-out, the student will pay for repair and restoration of any damage beyond normal wear and tear to restore the room, bathroom, and common area to the condition noted on the Room Condition Form.
- B. Students share the responsibility for the conditions of public areas in their residential facility. Any damages that cannot be assigned to a specific person or persons may result in the damage charges being assessed to some or all residents of the facility.
- C. Students are expected to conduct themselves with proper regard for the rights, property, and privileges of other residents within the framework of good community living. Rules and regulations appearing in the Auburn University Bulletin, the Auburn Code of Student Conduct, the AUH website, the Guide to Residential Living, and those promulgated by AUH are made a

part of the Housing Agreement by reference. Violators may be subject to disciplinary action and removal from University Housing.

- D. The Housing Agreement is not assignable, nor is the student authorized to sublet all or any portion of the assigned premises.
- E. The University will make every reasonable effort to respect the sanctity of the student's room, bathroom, and common area and give prior notice, if possible, of entry into the student's room, bathroom, and common area for purposes of inspection, verification of occupancy, improvements or repairs. However, the University reserves the right of entry without notice in emergency circumstances posing a threat to life or property, and for such purposes as are reasonably necessary to preserve campus order and discipline. Note: staff will enter each room, bathroom and common area after the building closes each semester to inspect for any adverse health and safety conditions.
- F. With the exception of certain buildings, the residence halls close and must be vacated on the day of graduation for each semester and are also closed during the Thanksgiving and spring breaks. At the end of a student's housing agreement period or when changing rooms/suites, the student is expected to follow check-out procedures and remove all personal belongings, clean the room, bathroom, and common area, have the room/suite inspected by an AUH staff member, and surrender any key. Failure to follow check-out procedures as issued by AUH may result in a \$100.00 improper check-out assessment in addition to charges for keys not returned and for damages beyond normal wear and tear. AUH is not responsible for any items a student leaves behind once check-out procedures have concluded.
- G. Upon expiration or termination of this Agreement, the student must vacate the premises and remove all personal property. If student fails to do so, then the University shall have the right to re-enter the premises and remove the student's property therefrom. The student expressly waives the service of any notice to re-enter, notice to terminate the tenancy, notice to quit, demand for possession, and any other similar requirement provided by law. If the student fails to pay rental fees, additional fees and charges by the dates required by this Agreement, the University is entitled to pursue any or all of the following actions: terminate this agreement, stop registration and withhold transcript of grades, diploma, or other records and documents maintained by the university.
- H. AUH reserves the right to relocate residents for reasons including, but not limited to, renovation, maintenance, construction, roommate conflicts, and disciplinary sanctions.
- I. AUH is not responsible for damage to or security of a student's belongings during occupancy. Students are strongly encouraged to have appropriate and adequate rental insurance.
- J. AUH reserves the right to modify any provisions of this agreement that it deems necessary or appropriate.