

**ARKANSAS STATE UNIVERSITY - BEEBE
RESIDENCE HALL LEASE AGREEMENT**

Resident's Name: _____

ASUB ID: _____

Please read carefully the items and conditions of this document for they place binding obligations on each applicant who accepts on-campus housing at Arkansas State University (ASU) - Beebe. The provisions of the lease agreement are official regulations of ASU-Beebe and, as such, are subject to change by the College with notice.

LEASE TERMS AND CONDITIONS

1. **ELIGIBILITY.** a) In order to qualify to live in on-campus college housing, a student must be enrolled in a minimum of twelve (12) hours per fall and spring semester for academic year leases and three (3) hours in either summer term for summer lease; be of at least seventeen (17) years of age; and have an active paid a \$150.00 non-refundable housing application fee.

b) Students who are enrolled in less than twelve hours may apply to live in campus housing to the Office of Student Life. Applications will be considered on a case-by-case basis depending on the individual circumstances and availability of housing space.

b) The College reserves the right not to lease with students who have violated the terms and conditions of its lease agreements or College rules or regulations, or who have a past-due balance with the College.
2. **LEASE TERM DATES.** a) An academic year lease is an agreement of terms of housing for a lease period beginning the Sunday before the first day of classes of the fall semester of an academic year concluding the last day of official College finals exams of the spring semester of the same academic year; except during pre-established holidays, between semester breaks, or when the College is officially closed for all operations. Exacted dates are available at: <http://www.asub.edu/student-life/residence-life/>.

b) A summer lease is an agreement of terms of housing for a lease period beginning the first non-holiday before the first day of classes of either summer I or II semesters concluding the day of official College finals exams of the summer II semester of the same calendar year; except during pre-established holidays, between semester breaks, or when the College is officially closed for all operations.
3. **PAYMENT.** a) Students are required to have their student account either paid in-full or have arrangements finalized with the Cashier's Office, before moving into campus housing.

b) If a payment plan is established with the Cashier's Office, the College reserves the right to reassign a resident or cancel this lease agreement if payments are not received by the dates agreed to in the payment plan, or if payment is returned due to insufficient funds.

c) Failure to pay does not constitute a cancellation of lease agreement by the resident. Residents are required to complete the procedures outlined in *section 4, Termination of Agreement, and section 5, Occupancy*, in order to properly terminate this lease agreement.
4. **TERMINATION OF AGREEMENT BY COLLEGE.** The College may terminate this agreement for (i) failure to meet financial obligations to the College; (ii) conduct on the part of the residence that violated the provisions of the lease agreement; and/or (iii) as part of a disciplinary action associated with the College or legal action associated with a city, state, or federal law.
5. **TERMINATION OF AGREEMENT BY RESIDENT.** a) Any resident wishing to terminate their lease agreement, must submit an *Agreement Release Request* for approval by the *Housing Release Committee*. Residents will not be released from the binding room and board agreement, or refunded any part of the room and board payment, except for the following reasons: (i) graduation, (ii) withdrawal from the College, (iii) demonstrated unanticipated financial hardship, (iv) documented medical problems, (v) marriage, (vi) student teaching, or (vii) internship. Residents approved to be released from the agreement, shall have housing charges reduced based on schedule outlined in *section 6, Reduction of Room and Board Charges*, of this agreement.
6. **REDUCTION OF ROOM AND BOARD CHARGES.** a) Any resident who terminates their lease, and officially withdraws from the College, before October 1st in fall semester, or March 1st in spring semester, will be responsible for fifty percent (50%) of room and board charges for that semester withdrawing.

b) Any resident who terminates their lease and officially withdraws from the College, or after October 1st in fall semester, or March 1st in spring semester, will be responsible for full room and board charges for the current semester.

c) Any resident that withdraws from the College must vacate the residence hall within twenty-four (24) hours of the official withdrawal.

d) Room assignments will be held until 5:00 p.m. on the first day of classes of the semester of the fall semester for academic year leases, and 5:00 p.m. on the first day of classes of the semester for spring or summer only leases. Any resident who is pre-registered for housing and does not check into the residence halls by this deadline will be considered a "No Show" and will lose their room assignments and housing application.

e) Any resident who intends to terminate their lease agreement at the end of the fall semester must notify the Office of Student Life in writing by December 1. Notice must be given approval prior to when the residence halls close for the fall semester, otherwise, the resident will be assessed and responsible for room and board charges for the spring semester.

7. **OCCUPANCY.** Failure to occupy an assigned space does not constitute a release from the lease agreement. All residents must officially check-out of the residence halls consisting of signing the appropriate inventory and checkout forms, removing all personal belongings, cleaning the room, returning the key(s), and meeting with Residence Hall Coordinator, or designee, to complete exit paperwork.
8. **HOUSING ASSIGNMENTS.** a) Housing assignments shall be made based on the following priority factors: (first) scholarships, (second) enrolled in an academic program with residency requirement, (third) cumulative GPA, (fourth) cumulative credit hours, (fifth) full time enrollment, (sixth) date of paid housing application fee, and finally other various values set by the College.

b) Single rooms may be made available to residents upon request. Upon being placed on a single room waiting list, single room assignments shall be made based on the same priority factors as general assignments referenced above.

c) The College reserves the right to make all assignments and to make any assignment changes necessary, if needed, due to roommate conflicts, personal issues, disciplinary problems, and/or any other reason deemed necessary by the Office of Student Life.
9. **ROOM CONSOLIDATION.** Double rooms are to be occupied by two residents. In case an occupant does not claim their assigned double room space or moves, the resident who remains agrees to accept another roommate, move to a another double room space, or pay the difference in housing rates in order to retain the double room as a single in a process referred to as consolidation. In the case more than one resident must move to another double room space, the resident with the most recent housing application date will be required to move.
10. **MEAL PLAN/ BOARD.** All residents must purchase meal plan through the College's food service provider. Upon either activating the meal plan, first utilization, or moving into the residence halls, the students accepts full financial responsibility for semester's meal plan.
11. **LAUNDRY SERVICES.** All residents must pay a \$25.00 non-refundable laundry fee each semester to support the residence halls unlimited cycle laundry facilities. Upon moving into the residence halls, the resident accepts full financial responsibility for the semester's laundry fee. Only residents with current lease agreements may utilize the residence halls laundry facilities.
12. **LIABILITY.** The College does not assume any legal obligation to pay for the loss or damage to the resident's personal property if it occurs in its buildings or on its grounds prior to, during, or subsequent to the period of the lease agreement. Residents are encouraged to carry appropriate renters and other types of insurance to cover such losses.
13. **REPAIRS, MALFUNCTIONS AND MAINTENANCE.** a) The resident is responsible for the accommodations assigned and shall reimburse the College for all damages within or to said accommodations. Charges for damages and/or necessary cleaning will be assessed to the resident(s) by the College and must be paid promptly. Failure to pay will result in a hold on resident's registration, graduation, and/or transcript.

b) Any and all malfunctions and/or damage to College property should be reported immediately to the Residence Hall Coordinator, or designee, for timely repairs. The College may temporarily turn off equipment and interrupt utilities to avoid property damage or to perform work requiring such interruption.
14. **ALTERATIONS.** No alterations or repairs may be made to the assigned room, its furnishings or equipment without express written consent of the Office of Student Life. Stacking of furniture not specifically designed to be stacked is prohibited.
15. **NON-TRANSFERABLE LEASE.** This lease agreement may not be transferred to another student and/or person.
16. **INSPECTIONS OF ROOMS.** The College shall have the right to enter any of its leased residential spaces for inspection at reasonable hours whenever necessary to make repairs, alternations, safety/health inspections, pest control, etc. All rooms will be periodically inspected for health/safety violations. If violations are found, the resident(s) will have sufficient time to correct the violation. If the violation is not corrected, the student will be billed for the violation and it will be corrected by College staff. Continued violations may result in judicial action and could also result in termination of lease any the College.
17. **ABANDONED PROPERTY.** Any personal property (including but not limited to: bicycles, refrigerators, clothes, and televisions) left or abandoned by a resident or their guest, unless claimed within 30 days, shall be deemed the property of the College. The College may use, dispose of or sell the personal property after no claim has been made for it within 30 days. The resident agrees to absolve and hold the College harmless for any damage to or claim for the abandoned property due to the damage, destruction, disposal or sale of such personal property.

I have read and understand the conditions of this lease agreement. I acknowledge I have received notification that the ASU-Beebe Student Handbook which contains information concerning judicial rights, student code of conduct, and residence hall policies is available online (www.asub.edu). I further acknowledge I have been advised to periodically review the Student Handbook for updates and revision. My signature below affirms my agreement to abide by all College, student discipline and housing policies.

I hereby enter this agreement to accept housing from ASU-Beebe and assume reasonability for full payment thereof at the rates and time designated by the College.

Resident's Signature: _____

DATE: _____