

Avila University Residence Hall & Food Services Contract

Type or Print Neatly

Student Name	Student ID
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Contract Terms: This contract is for a housing space and a meal plan at Avila University from Fall _____ through Spring _____. This contract is a legally binding document and functions as an agreement for the lease of space for living accommodations and the provision of meals for the **entire academic year**, or, if entered into after the start date, for the balance of the academic year. One-semester contracts are possible in certain circumstances, with approval of the Director of Residence Life PRIOR to the start of the contract year.

Liability: Avila and its employees assume no responsibility for the loss, damage or destruction of the property of students or their guests. The University is not responsible for injury to any party, which might result from use of the residence hall. Students are strongly encouraged to provide his/her own insurance against loss and damage to personal belongings.

Damages: Students are responsible for all institution-owned furniture and equipment provided in the residence halls. Charges may be made for damages to, unauthorized use of, or alterations to rooms, equipment or buildings and for special cleaning necessitated by improper care or use. Each student is subject to liability for damages to his/her room and jointly liable for damages to common areas of the residence halls. Students are not allowed to make any structural changes to any residence hall room or area. The Student shall not be entitled to a rental reduction or any other compensation for any inconvenience due to repairs, emergencies evacuations or interruption of service by the University.

Right of Entry: Avila University may enter and search any area on campus for whatever reason it deems appropriate. In most cases, entry/search is done for the following reasons, but is not limited to these: suspected violation of University policy and /or of local, state or federal law, concern for life, safety, health, or property, and/or inspections for purpose of sanitation, repair or renovation.

Student Code: All students and their guests agree to abide by the Avila Code of Student Conduct, and local, state, and federal laws.

Contract Termination: This contract covers the **entire academic year**. Permission to cancel this contract for any reason must be obtained from the Director of Residence Life and must be done in the appropriate time frame in order to avoid financial penalties. **Cancellations may only occur PRIOR to the beginning of the contract year.** Permission to cancel this contract at any time is decided solely through the discretion of the Director of Residence Life or their designee. The conditions under which this contract may be cancelled are as follows:

- 1) If the student loses eligibility as a student, is denied admission, or withdraws, transfers or graduates from the university.
- 2) This contract may be terminated at the discretion of the Assistant Vice President and Director of Residence Life or an authorized designee. Reasons for such termination include, but are not limited to: failure to comply with the terms of the contract; mandated student evacuations, engaging in actions or activities detrimental to the health, safety, welfare, or security of self or others; or engaging in conduct that is disruptive to the residence hall community.
- 3) Permission from the Director of Residence Life is needed PRIOR to terminating the contract and before the second week of classes start.
 - a) If a student reaches an academic classification of Junior status or higher, or turns 21 years old, or is married, PRIOR to the beginning of the Fall Semester opening of the residence halls, he/she may cancel this contract PRIOR to the Fall Semester opening of the residence halls.
 - b) If the student is a First-Year Student or a sophomore who provides written documentation that they will be residing in the home of their parent/ legal guardian (located within 40 miles of Avila University), he/she may cancel this contract. (Students must file a written intent to cancel by June 15 to avoid cancellation penalties)
- 4) Students who are allowed to cancel their residence hall contract but do so after the cancellation deadline of June 15 will be held financially responsible for accrued room and board charges plus a \$200.00 fee. Students who choose to terminate their contracts without the approval of the Director of Residence Life or who do not meet the criteria stated in the contract termination guidelines, will be held responsible for the full term of their contract (charges for the entire academic year).

Occupancy:

1. All rooms are designated as double or triple occupancy. Single rooms are available with additional charges. Students contracted for a single room may receive a roommate if space is needed.
2. This contract may not be transferred by the student to any third party, nor sublet any part of the residence hall room to any other person.
3. This contract does not cover room and board for the spring break or breaks between semesters. No meals are served during Thanksgiving break.
4. The consolidation of residents is the moving together of residents who are paying for double or triple occupancy but for some reason are in a room not at full occupancy. If this situation occurs, the resident will be contacted concerning the situation. Avila University reserves the right to require consolidation of residents.

- I have read, fully understand, and agree to the terms of this contract.
- I understand that the Housing Preference Questionnaire is part of this contractual agreement.
- I understand that this agreement obligates me to reside in the residence halls for the entire academic year.

Student Signature

Parent/Guardian Signature (only if student is under age 18) Date

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