



Student Signature:

Date:

Student Name (Print):

I.D.#

Semester Term:

Occupancy Fee: \$5,965 (single), \$5,083 (double) **Security Deposit:** \$1,650

By signing this Agreement and returning it with the Security Deposit, the Student hereby applies for a Student University Apartment ("Apartment") assignment from the American University of the Caribbean School of Medicine ("University"). If an Apartment is assigned by the University to the Student, the Student agrees to occupy it subject to the following Terms and Conditions.

TERMS AND CONDITIONS

1. General Provisions

- 1.1. This Agreement is entered into by and between the University and the Student, for use and occupancy of an Apartment Unit provided by the University, according to the terms specified herein. This Agreement is a legally binding document.
- 1.2. The University and the Student intend for this Agreement to constitute a license for use of an Apartment Unit, its common areas, and the common areas within University Housing. This Agreement will not constitute a lease nor create a landlord-tenant relationship. Use and occupancy are being provided incidental to the provision of educational services by the University. The Student agrees that they will not assign, sublease, or allow another person to inhabit their Apartment Unit.
- 1.3. This Agreement, and any rights granted hereunder, are not transferrable or assignable.
- 1.4. This Agreement is valid during the Semester Term designated above.
- 1.5. This Agreement may be amended with thirty-days' notice by the University during the Semester Term.
- 1.6. The Student agrees to be financially responsible for payment of all costs and fees as stated in this Agreement.
 - 1.6.1. The amounts due for the Occupancy Fee and Security Deposit (collectively "Housing Rates") will be determined pursuant to Section 4.
 - 1.6.2. The Student agrees to pay the Occupancy Fee in full-or before registration or occupation of the Apartment Unit, whichever is earlier (the "Due Date"). Failure to pay the Occupancy Fee by the Due Date may result in the inability to complete registration or loss of the Apartment Unit assignment, as determined by the University Housing Office ("UHO"). The Student may not occupy the Apartment Unit until the Occupancy Fee is paid. A \$25 late fee will be assessed on any late Occupancy Fee payments.
- 1.7. The Student understands that there is an increased risk in the spread of viruses, such as COVID-19, when people live near another, such as within University Housing. The Student assumes this risk by signing this Agreement. The Student also agrees to comply with requests and orders concerning public health emergencies and outbreaks from the University, UHO, and St. Maarten government. Such request and orders may include but not be limited to the requirement to partake in social and physical distancing measures such as self-quarantine or self-isolation; wearing a face covering; and partaking in disinfection and surveillance protocols.
- 1.8. The Student is responsible for being familiar with and abiding by all University policies and procedures including the Student Handbook and Honor Code, the Non-Discrimination Policy, and the Administrative Review and Grievance Procedures ("ARGP"). Such policies are not designed to define misconduct under this Agreement in exhaustive or exclusive terms. Violation of such policies and procedures may result in termination of this Agreement.
- 1.9. Failure to comply with any term of this Agreement shall be grounds for the University to declare the Student in breach of the Agreement and may result in further action including but not limited to disciplinary action, termination of this Agreement, and ineligibility to reside in University Housing.

2. Termination of Agreement (Prior to Matriculation)

- 2.1. This Agreement may be terminated without penalty prior to matriculation if the Student notifies the University, in writing, more than two months prior to the start of the Semester Term, that the Student does not intend to matriculate at that time for any reason.
- 2.2. If the Agreement was signed less than two months prior to the start of the Semester Term, such notification must be provided within three days after the date the Agreement was signed by the Student.



- 2.3. In either instance, the University will refund the Security Deposit within thirty days of receipt of such notice.
- 2.4. If the Student does not matriculate for the designated Semester Term, or otherwise does not occupy the assigned Apartment Unit at the start of the Semester Term, and does not provide the University with such notice, then the University will retain the entire Security Deposit as a non-refundable fee.

3. Termination of Agreement (after matriculation)

- 3.1. This Agreement will terminate on the last day of the Semester Term specified above. The Student is required to vacate the Apartment Unit by that date unless they have entered into a new Agreement for the next Semester Term.
- 3.2. The violation of any University policy (including the Non-Discrimination policy), regulation, rule, or standard of conduct governing occupation of an Apartment Unit (including the terms of this Agreement), may result in termination of the Agreement upon notice being given by the UHO or by disciplinary action in accordance with ARGP. Serious or repeated violations may result in dismissal from the University.
- 3.3. The withdrawal from all classes at the University will cause this Agreement to terminate, and the Student must vacate the Apartment Unit within 24-hours of such withdrawal.
- 3.4. The granting of an approved Leave of Absence ("LOA") for the remainder of the Semester Term will cause this Agreement to terminate, and the Student must vacate the Apartment Unit within 24-hours of the date the LOA commences.
- 3.5. The granting of a suspension from the University in accordance with the ARGP which requires the Student to vacate the Apartment Unit will cause this Agreement to terminate, and the Student must vacate the Apartment Unit within 24-hours of the date of such suspension, or such other time as may be specified in the ARGP decision or associated documents.
- 3.6. The final dismissal from the University in accordance with the ARGP will cause this Agreement to terminate, and the Student must vacate the Apartment Unit within 24-hours of the date of such final dismissal or such other time as may be specified in the ARGP decision or associated documents.
- 3.7. A final decision on any disciplinary proceeding is not necessary for the University to terminate this Agreement if the University considers the Student's continued occupation of the Apartment Unit to pose a risk to the health or safety of the University community or its property.
- 3.8. If this Agreement is terminated due to the Student's LOA, withdrawal, dismissal, or suspension, the Occupancy Fees paid for the Semester Term will be refundable as set forth in Section 12. Exceptions to this Section 3.8 may be granted for medical circumstances only by the Associate Dean of Student Affairs, whose decision is final and not appealable. For all other reasons, including the Student's refusal to move-in to the assigned Apartment Unit, the University will retain the Occupancy Fee and Security Deposit in full.
- 3.9. In the event of termination under this Section 3, the Student shall check-out of the Apartment Unit within the time specified, follow all check-out procedures, and pay any applicable fees or charges as set forth in Section 10.

4. Housing Rates

- 4.1. The Student agrees to pay Housing Rates as established by the University, which shall set such Housing Rates in its sole discretion to meet current and long-term expenses. The Occupancy Fee shall be based on single and double occupancy.
- 4.2. The University reserves the right to increase the established Housing Rates without prior notice to the Student.
- 4.3. Housing Rates are billed per semester prior to the start of each semester and must be paid prior to the Student's occupation of the Apartment Unit.
- 4.4. The University expects Housing Rates to increase every academic year, effective the Fall (September) semester, but reserves the right to increase the Housing Rates at any time.

5. First-Time Apartment Unit Assignments

- 5.1. Apartment Unit assignments for each entering class are made on a first-come, first-served basis. To request an Apartment Unit, the Student must return an Agreement with the applicable Security Deposit and Occupancy Fee.
- 5.2. Assignments are prioritized according to class, with new students receiving the highest priority. If the UHO determines there is space available, previously enrolled students may participate in a first-come, first-served basis assignment. Successful participants must enter a new Agreement and maintain their Security Deposit with the University to receive an assignment. Students in the second semester of enrollment and above should not assume that space will be available for them to continue to occupy an Apartment Unit.
- 5.3. The UHO assigns Apartment Units based on several factors, including availability and responses to the University Apartment Request Form and preferences indicated thereon. Attempts are made to fulfill preferences; however, this is not always possible and not guaranteed.
- 5.4. Requests for Reasonable Accommodations:
 - 5.4.1. UHO assignments of Apartment Units are made without regard to race, religion, national origin, political affiliation or belief, age, sexual orientation, or disability, except when the University provides a reasonable accommodation described below.



- 5.4.1.1. Requests for reasonable accommodation based on disability should be emailed to the Office of Student Disability Services (“OSDS”) at AUCOSDS@adtalem.com. The request will be handled in accordance with OSDS policies and procedures.
- 5.4.1.1.1. Requests for placement in an Apartment beyond the first semester due to a medical condition should be made to OSDS at AUCOSDS@adtalem.com. Such documentation should substantiate why living in University Housing is necessary due to the medical condition. The request will be handled in accordance with OSDS policies and procedures.
- 5.4.1.2. Requests for reasonable accommodation based on religious reasons should be emailed to the Office of Equity at equity@adtalem.com. The request will be handled in accordance with Office of Equity policies and procedures.
- 5.5. Requests for placement in an Apartment beyond the first semester due to a safety reason should be made to the UHO and Office of Student Affairs. Documentation should substantiate that the student has been subjected to criminal or other activity that poses a risk of future harm. Submission of the request does not guarantee placement in University Housing.
- 5.6. The UHO does not guarantee assignments to a specific apartment configuration and may reassign the Apartment Unit when necessary. The UHO reserves the right to require reassignments to facilitate maximum usage of the space and resources. Reassignments may also occur due to unforeseen events, including physical facility problems, staff changes, and enrollment fluctuations.

6. Check-in Procedures

- 6.1. If the Student is assigned an Apartment Unit, the Student will be required to check-in with the UHO at a designated date and time.
- 6.2. The Student will receive a key, laundry card, inventory form, and other pertinent information from the UHO at that time.

7. Condition of Unit and Inventory Responsibilities

- 7.1. The inventory form provides the Student an opportunity to record the condition of the Apartment Unit at the time of check-in. It is the Student’s responsibility to survey and record the condition of the Apartment Unit, including furniture, fixtures, fittings, and appliances. It is the Student’s responsibility to return the inventory form to the UHO within one week of check-in.
 - 7.1.1. To ensure the security of personal belongings, the Student should mark and identify each piece of property brought to the Apartment Unit. It is also recommended that the Student compile a list of possessions and keep it in the safe provided in each Apartment Unit. If property is stolen, the Student should immediately notify Security Services and the local police department.
- 7.2. The inventory form will be reviewed upon check-out to compare the-then current condition of the Apartment Unit to the recorded condition at the time of check-in. The Student is expected to maintain the Apartment Unit and its common areas in good condition.
- 7.3. Damages
 - 7.3.1. In the event of damage to the Apartment Unit or its furniture, fixtures, fittings, or appliances, the Student will be charged for the repair or replacement of the damage or loss. The charge will be deducted from the Security Deposit.
 - 7.3.2. The cost of steam cleaning or any repair or maintenance necessitated by a violation of the smoking policy will be charged against the Security Deposit.
 - 7.3.3. If damages, losses, or costs occur to the Apartment Unit common areas (i.e., kitchen, living, balcony area), and the occupants have not agreed to responsibility of such damage, the UHO will evenly assess the damages, losses, or costs amongst all Apartment Unit occupants and deduct such assessments from the occupants’ respective Security Deposits.
 - 7.3.4. Should any assessment for damages, losses, or costs exceed the amount of the Security Deposit, the excess amount will be immediately due and payable by the Student. The Student will not be allowed to complete registration at the University for any subsequent semesters of enrollment until such amount has been paid.
- 7.4. Limitation of Liability
 - 7.4.1. The University is not liable for loss or damage to the Student’s property caused by fire, rain, wind, hurricane, theft, vandalism, acts of God, or other causes beyond control of the University. The University is not liable for failure or interruption of utilities or for losses created by unforeseen incidents, accidents, or injuries.
 - 7.4.2. The Student is encouraged to obtain their own personal property insurance while occupying the Apartment Unit.

8. Consolidation of University Apartment Units

- 8.1. During the Semester Term, vacant Apartment Units may become available, or an Apartment Unit may require repair and maintenance. The UHO reserves the right to consolidate the occupancy within the University Housing facility by requiring occupants to move into vacancies. If possible, the newly assigned Apartment Unit will be consistent with the preferences selected by the Student; however, the UHO does not guarantee such consistency.
- 8.2. The Student must ensure that any unassigned space within the Apartment Unit is always kept vacant and available for occupancy.



9. Transfer of Apartment Units

- 9.1. If the Student wishes to transfer to a new Apartment Unit, the Student must make a written Transfer Request to the UHO. Transfer Requests are permitted for three weeks after the start of the Semester Term. Transfers require the approval of the UHO and payment of a \$100 Transfer Fee. If the Student wishes to transfer to a more expensive Apartment Unit, and such request is approved, the Student is responsible for the difference in the Occupancy Fee.
- 9.2. If the Student wishes to request a roommate swap, all parties must sign the Transfer Request.
- 9.3. Once a Transfer Request is approved, the Student will be required to move their personal effects to the new Apartment Unit as soon as possible. The Student will be required to complete another inventory form for the new Apartment Unit.
- 9.4. Transfer Requests are made without regard to race, religion, national origin, political affiliation or belief, age, sexual orientation, or disability, except when the University provides reasonable accommodations.
 - 9.4.1. Requests for transfers based on disability should be emailed to OSDS at AUCOSDS@adtalem.com. The request will be handled in accordance with OSDS policies and procedures.
 - 9.4.2. Requests for transfers based on religious reasons should be emailed to the Office of Equity at equity@adtalem.com. The request will be handled in accordance with Office of Equity policies and procedures.
- 9.5. If the Student moves to another Apartment Unit without prior authorization from the UHO, the Student will be required to return to their original Apartment Unit and will be charged an Improper Transfer Fee of \$500.

10. Check-Out Procedures

- 10.1. The Student must check-out of their Apartment Unit by the last day of the Semester Term unless the Student has signed a new Agreement for the following Semester Term. In that situation, the Apartment Unit must be maintained in a clean condition over the semester break so as not to attract insects, vermin, or otherwise cause conditions to exist that shall constitute a nuisance.
- 10.2. Prior to check-out, the occupants of an Apartment Unit are responsible for cleaning its common areas (i.e., kitchen, living, balcony area). The Student is responsible for cleaning their room and private bathroom (if applicable). All appliances must be cleaned prior to check-out. All trash must be removed.
 - 10.2.1. If UHO staff determine that extraordinary cleaning services are required to bring the Apartment Unit to an acceptable standard of cleanliness, it will deduct the cost of such cleaning services from the occupants' Security Deposit as appropriate.
- 10.3. The Student must complete a check-out form, which may be obtained at the UHO. The Student must return the check-out form and the Apartment Unit key and laundry card to the UHO during its posted office hours.
- 10.4. If the Student requires assistance at check-out, an appointment must be made at the UHO at least 24-hours in advance. This procedure is recommended if the Student believes that damages may be assessed against their Security Deposit.
- 10.5. All personal items must be removed at check-out. If the Student is returning to the Apartment Unit for the following semester, any individual property left in the Unit during the semester break is left at the Student's own risk.
- 10.6. If this Agreement is terminated in accordance with Section 3, the Student will be required to check-out within the timeframes established by Section 3.
- 10.7. Check-out Charges
 - 10.7.1. It is the responsibility of the Student to follow check-out procedures to avoid incurring the following check-out charges:
 - 10.7.1.1. Failure to check-out (i.e., moving out and not following procedures for check-out): \$200
 - 10.7.1.2. Failure to return key: Student will be charged for lost key at current rates per Section 23.2
 - 10.7.1.3. Failure to return laundry card: \$10
 - 10.7.1.4. Failure to vacate within the time established by Section 3 of this Agreement: \$200 per day
 - 10.7.1.5. Failure to remove trash: labor as required at \$50/hour
 - 10.7.1.6. Required extraordinary cleaning: labor as required at \$75/hour
 - 10.7.1.7. Loss or damage to Apartment Unit including furniture, fixtures, fittings, and appliances: cost of replacement or repair

11. Refund of Security Deposit

- 11.1. When the Student vacates the Apartment Unit at the end of the Semester Term, the Student may be entitled to receive a refund of the Security Deposit within 30 days of check-out, less any applicable charges, fees, or monies due to the University. These charges include the cost of towing any abandoned vehicles.
- 11.2. If due, a refund will be credited to the Student's account. Any assessment of charges, fees, or monies due exceeding the amount of the Security Deposit will be immediately due and payable by the Student.



12. Refund of Occupancy Fee

- 12.1. If this Agreement is terminated early in accordance with Section 3, the Occupancy Fee will be refunded as follows, less deduction of any charges or penalties assessed pursuant to the terms of this Agreement:
 - 12.1.1. If termination occurs prior to the first 10% of the Semester Term, 10% of the Occupancy Fee will be retained;
 - 12.1.2. If termination occurs between 10 and 25% of the Semester Term, 50% of the Occupancy Fee will be retained;
 - 12.1.3. If termination occurs between 25% and 50% of the Semester Term, 75% of the Occupancy Fee will be retained;
 - 12.1.4. Thereafter, 100% of the Occupancy Fee will be retained.

13. Extension of Housing Assignments

- 13.1. If the Student wishes to continue living in University Housing during the following Semester Term, the Student may participate in a waitlist maintained by the UHO. The number of Apartment Units available for occupation by students enrolled in semesters two-five is limited. The UHO will determine the number of units, if any, that will be available for the waitlist during any Semester Term.
- 13.2. If the Student is selected to continue living in University Housing, the Student must immediately sign a new Agreement. If the Student fails to occupy the Apartment Unit during the following Semester Term, they will be assessed a penalty of \$500.
- 13.3. If the Student is selected to continue living in University Housing, the Student's initial Security Deposit will be retained by the UHO for the next Semester Term. If the Student is assigned to a new Apartment Unit, the Student will be required to check-out of the previous Apartment Unit in accordance with Section 10, and deductions for damages, loss, and fees will be made accordingly. If such deductions are made, the Student must top-up the Security Deposit to the amount required by the new Agreement.

14. Semester Breaks and Holidays

- 14.1. The University Housing facilities remain open during all holiday and semester breaks.
- 14.2. The Student may remain in the assigned Apartment Unit at no additional charge during semester breaks if the Student has entered into a new Agreement for the same Apartment Unit during the next Semester Term. For security purposes, the Student must inform the UHO of their intention to remain in the Apartment Unit during the break.
- 14.3. The UHO reserves the right to perform any required cleaning, repair, or maintenance of the Apartment Unit, regardless of whether the Student is occupying the Apartment Unit during semester break.

15. Drug and Alcohol Policy

- 15.1. The Student agrees that they will not:
 - 15.1.1. Possess or use illegal drugs or prescription drugs without a prescription while living in University Housing;
 - 15.1.2. Distribute, deliver, or sell illegal or prescription drugs; or
 - 15.1.3. Possess or use drug paraphernalia.
- 15.2. The Student acknowledges that marijuana/cannabis is illegal on the island of St. Maarten and considered an illegal drug as contemplated by Section 15.1.1.
- 15.3. The Student may have alcoholic beverages in their units for personal consumption. The Student agrees that such beverages may not be consumed in University Housing common areas including lounges, breezeways, stairwells, courtyards, or parking lots.

16. Smoking Policy

- 16.1. Smoking is prohibited within the Apartment Unit and University Housing common areas such as elevators, stairwells, balconies, and patios. The Student may smoke only in designated areas located outside and away from building entrances and windows.
- 16.2. Cigarette butts must be disposed of in an ashtray or other appropriate receptacle; this does not include dropping the cigarette butt on the floor or on the ground.
- 16.3. The Student acknowledges that violation of this Section may result in damage being assessed as described in Section 7.

17. Cleanliness/Littering

- 17.1. The Student agrees to maintain their Apartment Unit in a clean and sanitary manner. Rubbish must be disposed of only in designated bins and dumpsters.
- 17.2. The Student agrees not to disperse litter in any form on University Housing grounds, common areas, or facilities. This includes cigarette butts, flyers, wrappers, cans, and bottles.



18. Guest Policy

- 18.1. The Student assumes full responsibility for ensuring that any person visiting them for a limited period (“Guest”) is familiar with and abides by all relevant University housing policies and procedures, including those contained in this Agreement.
- 18.2. The Guest must sign-in with Security Services upon arrival on campus and sign-out when leaving. The Guest must provide valid photo identification (i.e., driver’s license or passport) to Security Services with the information of the Student whom they are visiting. If not accompanied by the Student, Security Services will notify the Student that the Guest has arrived before the Guest is allowed onto University premises.
- 18.3. The Student must accompany the Guest within University Housing and common areas of the University campus at all times. The Guest is not allowed in classrooms, laboratories, or the library without the Assistant Dean of Student Affairs’ permission.
- 18.4. Visiting Hours
 - 18.4.1. The Student agrees to abide by Guest Visiting Hours: Sunday through Thursday: 8am-10pm; Friday and Saturday 8am–midnight.
 - 18.4.2. Guests are not allowed during finals weeks.
- 18.5. Overnight Guests
 - 18.5.1. The Student must obtain advanced approval from the UHO to host an overnight Guest. If advanced approval is not possible, Security Services may issue a temporary overnight pass upon presentation of the Guest’s valid photo identification. The Student and Guest must obtain approval from the UHO within 24 hours of the issuance of the temporary overnight pass (or on Monday if the temporary overnight pass was issued on a weekend) to complete a Guest Visitation Request Form. Only one overnight Guest at a time will be approved per Student.
 - 18.5.2. A Guest fee of \$200 will be charged to the Student, which will allow the Guest to stay in the Student’s Apartment Unit for up to five nights. Any additional nights will be charged to the Student at a rate of \$25 per night, for a maximum of ten additional nights.

19. Animal Policy

- 19.1. The Student is not allowed possession of a pet other than a fish housed in an appropriate container not to exceed 5 gallons. If the Student does not abide by this policy, the Student is responsible for a \$500 penalty fee. If the offense is repeated a second time, the Student is responsible for a \$1,000 penalty fee.
- 19.2. If the Student requires the use of a Service Animal as defined by the Americans with Disabilities Act, or the broader category of Support Animal as contemplated by the Fair Housing Act, the Student must submit their request to OSDS at AUCOSDS@adtalem.com. The request will be handled in accordance with OSDS policies and procedures.
 - 19.2.1. If such request is approved, the Student must abide by all applicable laws, rules, and regulations concerning the use and possession of such animals, including all animal entry requirements established and enforced by St. Maarten.
- 19.3. Any costs or damages associated with possession of an animal will be charged to the party responsible, including damaged furniture, cleaning, and fumigation.
- 19.4. Feeding of stray or wild animals on University property is prohibited.

20. Standards of Conduct

- 20.1. Noise Levels
 - 20.1.1. At no time should noise emanating from the Apartment Unit interfere with the University Housing community. Parties, loud taking, music, sporting activities, skating, or other disruptive activities in units, courtyards, balconies, stairwells, or lobby areas are prohibited. Stereos, radios, TVs, computers, and other sound systems should not disturb others. The Student is responsible for turning down volume or discontinuing noisy activity if requested to do so by another Apartment Unit or University Housing occupant or UHO staff (including Resident Advisors).
 - 20.1.2. UHO staff (including Resident Advisors) may disperse a gathering when occupants are disruptive or in violation of any University or UHO policy.
- 20.2. Quiet Hours
 - 20.2.1. Regular quiet hours shall be observed and enforced at the following times, regardless of holidays or semester breaks: Sunday–Thursday: 10pm through 8am the next day; Friday–Saturday: midnight through 10am the next day
 - 20.2.2. During examination periods, quiet hours will be enforced 24 hours per day.
- 20.3. Disruptive Conduct
 - 20.3.1. The Student shall not engage in the following activities, and for the avoidance of doubt, such acts may result in initiation of disciplinary proceedings and/or termination of this Agreement:



- 20.3.1.1. Acts that impair, interfere with, or obstruct the orderly conduct, processes, and functions of the University of the University community;
 - 20.3.1.2. Acts that disrupt University disciplinary proceedings, including attempting to coerce or influence any person to discourage participation in any disciplinary proceeding;
 - 20.3.1.3. Acts of physical violence toward another person or group;
 - 20.3.1.4. Acts that endanger the safety, welfare, or health of a person or group;
 - 20.3.1.5. Acts of harassment or other conduct that creates an intimidating, hostile or offensive campus, education, or work environment for another person of group;
 - 20.3.1.6. Acts that threaten, harm, or intimidate another person or group;
 - 20.3.1.7. Acts that interfere with freedom of another person or group to move about in a lawful manner;
 - 20.3.1.8. Acts that constitute theft, malicious destruction, defacement, damage, or misuse of University property. At a minimum such acts will result in replacement and repair costs being charged to the Student.
- 20.4. Hazardous Activities
- 20.4.1. The Student shall not engage in the following activities, and for the avoidance of doubt, such acts may result in initiation of disciplinary proceedings and/or termination of this Agreement:
 - 20.4.1.1. The Student shall not throw any material or object from windows, ledges, roofs, or balconies.
 - 20.4.1.2. The Student shall not possess, store, or use fireworks.
 - 20.4.1.3. The Student shall not sit, stand, climb, or hang from the balcony railing or roof.
 - 20.4.1.4. The Student shall not ride motorcycles, bicycles, in-line skates, or skateboards in the University Housing facility or its breezeways, balconies, courtyards, lounges, or lobbies.
- 20.5. Failure to Comply and False Information
- 20.5.1. Failing to comply with lawful decisions, sanctions, or orders rendered by University officials (i.e., faculty, staff, administrators), UHO staff (including Resident Advisors), and University security personnel or campus law enforcement, may result in disciplinary action and/or termination of this Agreement.
 - 20.5.2. Providing false information, withholding information, or providing misleading information to University Officials (i.e., faculty, staff, administrators), UHO staff (including Resident Advisors), and University security personnel or campus law enforcement, or member of the Van Wormer Review Committee, Grievance Committee, or other disciplinary entity, may constitute grounds for disciplinary action under the ARGP and/or termination of this Agreement.

21. Trespass

- 21.1. Individuals who are not authorized, licensed, or invited to enter University Housing facilities are subject to arrest for trespassing if such individual fails to leave after being directed to do so by a University official, UHO staff (including Resident Advisors), Security Services or law enforcement. Persons soliciting are trespassing.
- 21.2. The Student understands that if the Student occupies an Apartment Unit without having entered into an Agreement and without paying the requisite Occupancy Fee and Security Deposit, and is not otherwise considered a "Guest" of another student, the Student will be considered trespassing. The Student may be evicted forthwith and required to pay a penalty fee in an amount to be determined by the UHO Director and subjected to disciplinary proceedings.
- 21.3. The Student agrees to report any person to UHO who is trespassing or wrongfully occupying an Apartment Unit. The Student may be subjected to having their Agreement terminated and disciplinary proceedings commenced if they aid another person in trespassing or wrongfully occupying an Apartment Unit.

22. Safety Standards

- 22.1. The Student agrees to abide by the terms of this Section and understands that participating in such acts may result in initiation of disciplinary proceedings and/or termination of this Agreement.
- 22.2. Safety Protocols
 - 22.2.1. The Student agrees that they will not:
 - 22.2.1.1. Inappropriately activate any emergency warning equipment or falsely report an emergency;
 - 22.2.1.2. Remove, damage, interfere, or tamper with fire safety or other emergency warning equipment, including smoke detectors, sprinklers, and fire alarms;
 - 22.2.1.3. Hang any items from or block sprinklers or smoke detectors; or
 - 22.2.1.4. Fail to evacuate the Apartment Unit when a fire alarm is sounded.



22.3. Fire Hazards

- 22.3.1. The Student understands that the following items are not allowed in the Apartment Unit, including balconies, hallways, or common areas: camp stoves, hibachis, hot plates, and gas or charcoal grills.
- 22.3.2. The Student will not leave candles or incense unattended or use them near curtains, bedding, or other loose fabrics.

22.4. Weapons

- 22.4.1. The Student will not possess, store, or use firearms, explosives, ammunition, or other unauthorized weapons or dangerous articles or substances, including non-lethal items such as pellet guns.
- 22.4.2. The use of slingshots or other related items within University Housing is prohibited.

23. University Housing Facility Maintenance

23.1. Furnishings and Appliances

- 23.1.1. The Student may bring their own TV for use in the Apartment Unit.
- 23.1.2. The Student is responsible for all furnishings provided by the University in the Apartment Unit. Furnishings may not be removed from assigned locations. Alterations or damage to the furnishings will result in charges for replacement or restoration to the original condition.
- 23.1.3. Waterbeds, lofts, or homemade bunkbeds are not permitted.
- 23.1.4. The Student should never leave anything unattended on the stove or in the oven. Stove vents should be unobstructed. Flammable materials should not be stored on or near the stove. Grease should not be allowed to collect around stovetop areas or in vents.
- 23.1.5. Refrigerators should periodically be cleaned with warm water and baking soda. Food or containers should not be placed close to or on top of vents in the freezer or refrigerator compartments.
- 23.1.6. The UHO reserves the right to have occupants remove personal items if the UHO believes that such items pose a safety risk, impede movement within the Apartment Unit, or pose a fire hazard.
- 23.1.7. University Housing community or lounge furniture may not be removed or relocated. If community or lounge furniture is found within the Apartment Unit, the occupants will be charged a pro-rated relocation fee of \$100 and may be subject to disciplinary proceedings.

23.2. Keys/Locks/Doors

- 23.2.1. The Student will be issued a key to the Apartment Unit at check-in. The key also unlocks the University Housing facility lobby doors. The key should remain in the possession of the Student and may not be duplicated. The key is the property of the University.
- 23.2.2. All lost or stolen keys should be reported immediately to the UHO. The UHO Director will determine whether the University Housing security has been compromised. The UHO Director's assessment of security risk will be final.
 - 23.2.2.1. If the UHO Director determines security has been compromised, the lock to the Apartment Unit will be replaced and the Student will be assessed a \$150 lock change fee.
 - 23.2.2.2. If the UHO Director determines that security has not been compromised, the key will be replaced and the Student will be assessed a \$100 key replacement fee.
- 23.2.3. Locks may not be tampered with in any way that interferes with the use of keys or that prevents the locking/unlocking of doors. Locks cannot be added on any doors in the Apartment Unit, nor may they be changed or replaced except by authorized UHO personnel.
- 23.2.4. Apartment Unit and University Housing exterior doors must not be propped open.

23.3. Apartment Personalization Policy

- 23.3.1. The use of nails, tacks, or any adhesive products that may damage surfaces are strictly prohibited. Painting, wallpapering, and paneling of a room are not permitted. Posters, pictures, and other decorative objects may be attached to interior surfaces of a room, with the understanding that all occupants of the Apartment Unit may be held financially responsible for any resulting damage or necessary repairs, including repainting.
- 23.3.2. Shelving and other fixtures are not to be attached to walls or the ceiling.
- 23.3.3. Carpeting may not be affixed to the floor surface.
- 23.3.4. The Student will be charged for the cost of repair or damage resulting for violation of this Section.



24. University Housing Facility Administration

- 24.1. Request for Identification
 - 24.1.1. The Student must present their University ID card upon request of UHO staff (including Resident Advisors) or Security Services.
 - 24.1.2. The Student is prohibited from presenting a false ID or impersonating another person authorized to be on the University Housing premises.
- 24.2. Inspection of Apartment Units
 - 24.2.1. The University reserves the right of entry into the Apartment Unit without the Student's prior permission to assure proper maintenance and repair, to ensure health and safety of all residents, and to investigate a violation of Housing policies or other University or governmental codes, regulations, or standards.
 - 24.2.2. Where practical, inspections of Apartment Units will be announced at least 24 hours in advance.
 - 24.2.3. UHO staff may confiscate items found during such inspections that violate this Agreement and/or pose a fire hazard or safety risk.
- 24.3. Vehicle Parking
 - 24.3.1. Automobiles and motorcycles are the only permissible vehicles that may be parked in University Housing parking lots.
 - 24.3.2. Automobiles cannot be parked on grass or sidewalks. Motorcycles cannot be stored in hallways, entry areas, stairwells, or balconies.
 - 24.3.3. Unregistered vehicles, vehicles parked continuously for more than 60 days, inoperable vehicles, or improperly parked vehicles will be towed at the Student's expense.
 - 24.3.4. The University assumes no responsibility for damage that may result to any vehicles parked in any University Housing parking lot or personal property stored in vehicles. Any loss or damage should be reported to Security Services and to the local police department immediately.
- 24.4. Mail Services
 - 24.4.1. Mail will be available for pickup at Campus Services during posted hours.
- 24.5. Conservation of Utilities
 - 24.5.1. Utilities are included in the Occupancy Fee.
 - 24.5.2. The damage, interruption, or destruction of utility fixtures will result in damages being assessed to the responsible Student.
- 24.6. Pest Control
 - 24.6.1. Professional exterminators monitor and treat the University Housing facilities regularly.
 - 24.6.2. The Student agrees to follow cleaning and sanitation guidelines to help control pests. If a continual problem with pests occurs, the Student will contact the UHO to arrange for special pest control treatment.
- 24.7. Work Orders
 - 24.7.1. When a maintenance problem occurs, the Student will complete a work order request via email to aucworkorders@aucmed.edu. Work is completed on a first-come, first served basis, except for emergencies.
 - 24.7.2. The Student agrees that by submitting the work order, maintenance personnel can enter the Apartment Unit anytime between 9am–5pm, Monday through Friday and that the Student need not be present for work completion.
 - 24.7.3. The University shall not be liable for damages caused by a failure to maintain or repair the Apartment Unit unless it has failed to make necessary repairs or maintenance within a reasonable time after written notification to the UHO of the need for such repairs.
- 24.8. Laundry Facilities
 - 24.8.1. Laundry facilities are available at University Housing and are to be used at the Student's risk.
 - 24.8.2. The Student will report malfunctioning machines to the UHO.
 - 24.8.3. The misuse of machines, including but not limited to the use of foreign coins, removal of items, use of machines without paying, or attempted removal of coins from the machines, may result in disciplinary action.
- 24.9. Elevators
 - 24.9.1. Tampering with or rewiring elevators is prohibited. Elevators may not be used during building evacuations, in a fire, or during a severe weather emergency.

I acknowledge that by electronically signing and submitting this Agreement, I am indicating that I have reviewed the Agreement and agree to be bound by its terms and conditions.