

**CENTRAL ARIZONA COLLEGE  
RESIDENCE HALL LICENSE AGREEMENT/CONTRACT**  
Terms and Conditions Academic Year 2011-2012

This License Agreement serves as a binding agreement between the Central Arizona College (hereinafter referred to as the College) and the Student (also referred to as "resident"). The License Agreement is effective upon receipt of a complete application, \$100.00 deposit and immunization record. Applicants under 18 years of age must submit a signed consent from a parent or legal guardian authorizing the applicant to live in the Residence Halls and may be subject to an interview with the Director of Residence Life.

The College hereby grants to the student permission to occupy a residence hall room as a licensee for the academic year indicated on the application, unless terminated sooner under the provisions of this License Agreement.

The License Agreement shall not be assigned, in whole or in part, and may be terminated by the College for any reason by giving no less than one-day's written notice to the student.

The College and the student agree that no lease or any other interest in real property is created by this License Agreement.

**1. ELIGIBILITY**

Student must enroll at the College and maintain a minimum of 12 semester credit hours each semester to maintain their on campus housing. Students with less than twelve (12) credit hours may be subject to removal and are required to meet with the Director of Residence Life within two class days. The Director of Residence Life will determine whether the student will be required to vacate the residence halls or sign an academic probation contract.

**2. CONTRACT TERM**

This contract is for the academic year and cannot be terminated except under the conditions stated under item 11 TERMINATION OF LICENSE AGREEMENT/CONTRACT and item 18 VACATING. Occupancy periods will be limited from August 13, 2011 to building closing time on December 10, 2011 at 12 pm (noon) for Fall Semester, and from January 7, 2012, to building closing time on May 5, 2011 at 12 pm (noon) for Spring Semester, in all buildings. Requests for early arrival, late check-out and/or winter break housing must be in writing no less than two (2) weeks in advance and be approved by the Director of Residence Life.

If entered into after August 13, 2011, this contract applies only to the balance of Academic Year 2011-2012. If the dates of the academic year are revised by the College, the revised dates will apply and will not change the financial obligations of this contract. Residence Life Office and the College further reserve the right to adjust opening dates each semester in order to adapt to the registration calendar of the College without any adjustment to rates.

**3. COLLEGE AGREES**

Residence Life Office (hereinafter referred to as the Office), an agent of the College, agrees to furnish housing in the residence halls under the terms and conditions stated herein and in the Residence Hall Application accompanying this contract, which are by reference made a part of this contract.

**4. RESIDENT AGREES**

Student agrees to make payment of all housing fees established by the Governing Board according to the 2011-2012 payment schedule; to observe all rules, regulations and procedures as published in Compendium and the Student Code of Conduct published in the College Catalog, which are by reference made a part of this contract and to honor the terms and conditions stated in this contract.

**5. RATES**

A copy of projected 2011-2012 rates and that 2011-2012 payment schedule is provided in the College Catalog as well as online at [www.centralaz.edu](http://www.centralaz.edu). The Governing Board makes a final approval for 2011-2012 rates. Room and Board for Quads and Suites is \$2375 and for Tower is \$2515 for 2011-2012. Rates include a fee for use by resident student organizations to provide social, cultural, and educational services to residents.

**6. PAYMENT**

Residence Hall students are responsible for following:

- a) Full room and board charges for the occupancy period.
- b) A minimum of full payment of the semester room fee or the first installment of room and board fees (on an approved payment plan) are

due to the Business office no less than a week before the move-in date. Students will not be issued a room until receipt of the initial payment by the College or the student registers with the authorized payment plan.

- c) Payment of room and board charges in accordance to the payment schedule established by the Business Office. All Residence Hall occupants who choose to make payments pursuant to the plan outlined above must arrange with the Business Office before checking in to the Residence Halls.

**7. INDEBTEDNESS**

- a) Students must ensure a complete financial aid package before move-in day. Students with an incomplete financial aid package must make payment or register with the payment plan to the Business Office.
- b) The balance of any financial aid award will be applied toward the room/board account. In addition, food service privileges may be terminated, the student will not be allowed to register for future classes, and transcripts will be held until the balance is paid in full. The student agrees to pay all attorneys' fees and other costs/charges necessary for collection of any unpaid balances.
- c) Students that fail to make room and board payments on time or have delinquent accounts may be suspended from the Residence Halls. Should a student withdraw from the Residence Halls and/or the College before the first 45-day period each semester, he/she will be responsible for one-half of the semester room payment. In move out cases board is charged on a weekly cycle beginning Monday and ending Sunday, therefore, a full week of board charges will apply to the student account. Students terminating their lease agreement forfeit the \$100.00 housing deposit.

**8. ASSIGNMENT POLICY**

Residence Life Office will not discriminate in assignment to Campus Housing on the basis of race, color, creed, disability, age, ancestry, sex, national origin, sexual orientation, or gender identity and/or expression. New residents who return complete housing application will be placed at random on a priority list for residence hall assignments. Most students are assigned to double rooms and share same-gender bathroom facilities. Failure to honor assignment preferences will not void the contract. The Office reserves the right to cancel room or hall assignment, to assign roommates, or to consolidate vacancies by requiring student to move from single occupancy of a double room to double occupancy of a double room.

To reside on Campus housing, student must be able to perform their own independent tasks or have an attendant to assist them. Smoking is not permitted anywhere in the College Residence Halls including student rooms and public areas such as hallways, bathrooms, lobbies, lounges, etc. CAC Residence Life Office reserves the right to temporarily assign additional residents above the design capacity of designated rooms until permanent space becomes available.

**9. ROOM CHANGES**

Student may change rooms only with prior written authorization from the Residence Life Assignment Officer. Unauthorized room changes or failure to move out of a room at a designated time may result in being required to move back to their authorized assignment, a service charge of \$35, and/or a disciplinary action.

**10. DEPOSIT**

The deposit submitted with the signed License Agreement will be credited to the student at the end of Spring Semester unless:

- a) It becomes necessary to withhold the credit to cover other obligations incurred by student or arising under the terms of this contract. (See also item 11 TERMINATION OF LICENSE AGREEMENT/CONTRACT, item 12 RELEASE, REFUND AND FORFEITURE PROCEDURE, and item 15 DAMAGE AND COSTS.)
- b) Student has selected to return to the Campus Housing for the following academic year, by signing a new license agreement and selecting their new room or filling out new Residence Life Application.

**11. TERMINATION OF LICENSE AGREEMENT/CONTRACT**

- a) Mandatory Termination – termination of this license agreement is mandatory if the students loses eligibility as defined in this contract under item 1 ELIGIBILITY

- b) Student may apply to Residence Life Office for a release from their contractual obligation, however, the Office retains the right to grant or deny any release. A request for a contract release must be in writing to the Director of Residence life. See item 12 RELEASE, REFUND AND FORFEITURE PROCEDURE.
- c) Termination by the College – the Office may terminate this contract under the following circumstances:
- (1) Exigency – the Office may terminate or temporarily suspend performance of any part of this contract without notice in the event of an exigency that would make continued operation for student housing not feasible or when the Residence Life Office believes a resident of a temporary assignment cannot be placed in a permanent assignment within a reasonable time period.
  - (2) Violation of Rules and Regulations – Once student sign and return the enclosed License Agreement, Residence Life Office may terminate this contract if student is found to have violated rules or regulations listed or referred to in this contract and/or in the Student Handbook or in the College Catalog. Disciplinary dismissal from the College or College Residence Halls will subject resident to a full charge of their room and a forfeiture of their deposit; board will be prorated on a weekly basis starting on Monday; see item 12 RELEASE, REFUND AND FORFEITURE PROCEDURE. If student contract is terminated any time during the academic year for disciplinary reasons, student may not return to the residence halls the following academic year, unless s/he has a prior written approval from the Dean of Student Life or the Vice President of Student Services.
  - (3) The College reserves the right to deny or cancel a License Agreement/Contract for Housing for College-provided housing to an individual whose conduct and/or proved criminal record indicates a potential threat or danger to the College community, including students, faculty, and staff.
  - (4) Failure to Comply with License Agreement – if student fails to comply with any portion of this contract or a prior contract s/he held with the Office, the Office may terminate this contract with an appropriate notice. The Office may also terminate this contract if student has unpaid charges from a previous Residence Life Contract.
  - (5) Loss of student employment – resident may lose their employment with the Office if their housing contract is terminated.
  - (6) The College may terminate this contract upon the student’s failure to pay fees in advance, with revocation effective as of the last day covered by prior payments.

**12. RELEASE, REFUND AND FORFEITURE PROCEDURE**

- a) Prior to Beginning of First Semester – Student may apply in writing to the Office for a release from their contractual obligation, however, the Office retains the right to grant or deny any release.
- (1) The contract may be terminated upon payment of 50 percent during the first 45 days of the semester or 100 percent past the 45<sup>th</sup> day of the semester of the financial obligation for room fees
  - (2) If attending the College, a release to live off-campus is not guaranteed; however, if granted, student will be subject to the forfeiture listed below as liquidated damages whether or not a waiting list exists.
  - (3) If not attending the College and a contract release is granted for a reason not listed under item 12-c, student will be subject to the forfeiture listed below as liquidated damages whether or not a waiting list exists.  
In all buildings:
    - Release granted between June 1 and July 25: forfeit 50% of the deposit
    - Release granted between July 25 and August 13: forfeit 100% of the deposit
- b) Prior to Beginning of Second Semester – If the contract is for second semester only, and the student is granted a release from their contractual obligation for a reason not listed under item 12-c, student will be subject to a forfeiture listed below as liquidated damages whether or not a waiting list exists.  
In all buildings:
  - Release granted between November 20 and December 19: forfeit 50% of the deposit
  - Release granted between December 19 and January 7: forfeit 100% of the deposit
 If attending the College, a release will not be guaranteed to live off-campus. The contract may be terminated upon payment of 85 percent of the financial obligation for room fees remaining under the contract.
- c) Prior to Beginning of or During Contract Term – A contract release granted for any of the following reasons will not require a forfeiture: written notification to the Office of non-attendance of the College by June 1; being officially dropped from the College for academic reasons;

- substantial and unanticipated financial hardship; serious illness or injury to student or a member of their family or a death in student’s family that prevents attendance at the College; terminations made under item 11-c(1) TERMINATION OF LICENSE AGREEMENT/CONTRACT
- d) During Contract Term – A contract release granted for any reason not listed in item 12-c will subject the student to a 50 percent during the first 45 days of the semester or a full (100%) past the 45<sup>th</sup> day of semester charge of the room and board. These reasons include but are not limited to: failure to register; assignment to or participation in an internship, research, or exchange that requires living away from CAC; loss of eligibility as defined under item 1 ELIGIBILITY; serious extenuating circumstances when, in the Office’s judgment, living elsewhere is warranted; disciplinary dismissal from the College or College Residence Halls.
  - e) Buyout Student Provision – If attending the College, a release will not be guaranteed to live off-campus. The contract may be terminated upon payment of the financial obligation for room fees remaining under the contract.
  - f) If the student is granted a contract release under item 11 TERMINATION OF LICENSE AGREEMENT/CONTRACT, they will be refunded any unused housing fee payments on a prorated basis according to the College refund policies, provided appropriate check-out procedures under item 19 CHECK-IN AND CHECK-OUT, have been followed. Refunds of room fee payments will not be made for departures. Student’s refund will be mailed to the last known address provided to the College within 4-6 weeks of the departure/cancellation.
  - g) A portion or all of student’s contract payments may be applied to cover unpaid charges from a previous contract or the cost of repairs, replacement, or labor caused by the student.

**13. LICENSE AGREEMENT/CONTRACT ASSIGNMENT**

This contract cannot be assigned by the student to another person. Student may not sublet any part of the premises.

**14. LIABILITY**

Initial:

The Governing Board of the College, its officers, employees and agents has no legal obligation, nor any ability to provide reimbursement for student’s personal property result from loss, theft, water or fire damage, vandalism, or any other perils, unless damage results from the negligence of a specific College employee.  
Accordingly, student agrees to hold harmless and indemnify the Governing Board, the College, the Office and its officers, employees, and agents, for damages sustained by student him/herself or others, as a result of their acts or omissions, relating to any changes of modifications made by student to their room or furnishings, such as the construction of loft beds, bunk beds, bookshelves, partitions, or other structures. This means that student is financially responsible for injury to another party, or damage to their property, as a result of any equipment or items student has constructed, created, purchased or used improperly, and that student will pay any resulting claims on behalf of the College.

**15. DAMAGES AND COSTS**

Student agrees to pay for any damages to the building, including fire damage, and for damaged or missing furniture, lost property, or service costs caused by the student to the College Residence Halls because of his/her negligent actions or intentions. Where two or more residents occupy the same room and responsibility for damage or loss in the room cannot be ascertained by the Office, the cost of damage or loss will be divided and assessed equally between or among the residents of the room/quad/suite. The Office reserves the right to assess common area damage between residents of the hall/building/area.

**16. VACATION PERIODS**

Students may not occupy their rooms later than 24 hours after their last summary instructional period of the semester. Residents granted with winter break on-campus housing may remain after first semester exams but must observe quiet hours. All buildings remain open during Thanksgiving and Spring recesses. All buildings will be closed during the Winter break recess and all services normally provided will be discontinued.

**17. FOOD SERVICE**

The College agrees to provide food service of 19 meals per week during periods of the official academic year, which excludes Thanksgiving, Winter and Spring break periods. The last day of food service each semester will be the same day that Residence Halls close.

Initial:

**18. VACATING**

Student will vacate the premises within 24 hours after termination of this contract, discontinuance as a student or their last summary instructional period of the semester, whichever occurs earliest. If the student is graduating from the College, they may remain in their room until Commencement Day. Under no circumstances may the student remain in their room later than building closing time on the last day of the contract term. Failure to move out by the posted date and time will result in improper check-out fine of no less than \$25 and no more than \$100.

**19. CHECK-IN AND CHECK-OUT**

Upon moving into the assigned room, the student should complete, sign and turn in a Room Condition Inventory sheet, which will be an accurate and complete record of the contents and condition of the room. When vacating the room, student must check out at the Residence Life Office front desk by returning their room key. The check-out record, Room Condition Inventory sheet, plus a room inspection by an Office employee, will serve as the basis for check-out charges or refunds as appropriate.

Student agrees to follow the proper check-out procedures when vacating the premises, which include returning their keys to the front desk, removing personally owned or rented furniture and equipment, waste and debris, rearranging the room furniture to match that of the condition at the move-in, and leaving the room in an acceptable, clean condition. Should extra cleaning or furniture rearrangement/reassembly by the College personnel be required because of the student's poor housekeeping or failure to rearrange the room, a service charge will be made.

If the student resides in a room which has lofted furniture, the student agrees to return all lofted furniture to its original setup before they move out.

**20. ROOM ENTRY AND MAINTENANCE OF PREMISES**

The College and the Office reserve the right to make repairs or improvements to the facilities and residents' rooms during occupancy periods. The College shall provide at least two (2) days' advance notice to the student, whenever possible. In case of emergency, or when two days notice is not feasible, the College reserves the right to enter premises without student's consent and/or advance notice.

Authorized personnel may enter student room for serious life- or health-threatening emergencies at any time including over break periods. Authorized personnel may enter student room to perform requested, preventive, prescheduled, or emergency maintenance, or, in the absence of occupants of the room, to silence a disruptive noise. When possible, two (2) days advance notice of room entry will be given. The College employees are required to report any violations of the terms of this contract they may observe when in the room.

Room Health and Safety Inspections will be happen no less than once per semester and prior to a recess. Property can be seized and removed from student room when it constitutes an imminent danger, when it is deemed illegal, when it is College-owned property, or when staff has found an

unauthorized pet in the room.

Student agrees to make no alteration to the housing facility without the written permission from the College. Any structural addition or alteration is prohibited without written permission from the College. Student further shall not possess any highly flammable material, firearm, ammunition, fireworks, explosives, bb device, dangerous weapon, any type of sling shot device, paint ball gun, or any other material or instrument which, in the opinion of the College authorities, pose an unreasonable risk of damage or injury.

Student agrees to be jointly responsible with other residents for protection of the common area furnishings, equipment, and physical plant. Damage or loss of common area furnishings unless specifically assigned to individuals shall be equally divided among all members of the living group who have reasonable access to the common area.

**21. PERSONAL PROPERTY AND ABANDONMENT**

The Office shall, without liability, have the right to donate, destroy, or discard of any personal property left or abandoned on the premises ten (10) days after the end of this contract term. During such 10-day period, the College, Governing Board, the Office, and its officers, employees, and agents will not be responsible for loss, damage, or theft of the property.

**22. CONTRACT CHANGES**

Changes may not be made in the terms and conditions of this contract without the agreement and written permission of the Residence Life Director.

**23. ENHANCEMENT OF EDUCATION EXPERIENCE**

The College shall maintain a professional staff to work with students to develop a community concept within the housing facility to enhance students' education experience at the College. The facility shall be operated to enhance the social, educational, and recreational experiences available to the student.

Student agrees to recognize the importance of maintaining the Residence Halls as an environment that is conducive for fellow students to study, live, and sleep. Student agrees not to disturb this environment.

**24. INSURANCE**

- a) During the period covered by this license agreement, student is highly encouraged to obtain health and accident insurance, on either an individual or group basis.
- b) College has no insurance to cover the personal or property damage of the student. Therefore, College highly recommends that student obtain insurance, such as renter's policy.

**25. NOTICE OF EVICTION/REMOVAL**

Notice of eviction/removal shall be served upon the student or be posted in some suitable place upon the housing facility of the student.

I, \_\_\_\_\_, have read, understand and accept the terms of the License Agreement for Use of the Residence Hall Facilities and all conditions of the residence as stated therein or incorporated by reference. I agree to abide by the terms of CAC policies and procedures pertaining to students as published in the Residence Life Handbook, the College Catalog, the Student Code of Conduct, and College website. I further accept all financial responsibility for the full occupancy period of \_\_\_\_\_ and any fines, fees, and charges as incurred during my residence at Central Arizona College.

\_\_\_\_\_  
Student Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Parent/Guardian (if under 18)

\_\_\_\_\_  
Date

**Return signed document to:**

Office of Residence Life  
Central Arizona College  
8470 N. Overfield Road  
Coolidge, AZ 85228  
Phone # (520) 494-5470  
Fax# (520) 494-5455

Initial: