Summer Session 2014 Student Housing Contract

Room rates, regulations and some fees are subject to change by action of the Board of Trustees of the American University of Afghanistan and the Administration of the American University of Afghanistan. This contract is legally binding for the entire academic year under which it is issued, but may be altered or amended from time to time, with or without student approval. Any deviations from the terms specified herein not specifically directed by the Board of Trustees or AUAF Administration require written approval from the Office of Residence Life.

TERMS AND CONDITIONS

A. ADMITTANCE:
I understand that this contract will not be accepted or processed unless the student is accepted to the American University of Afghanistan ("AUAF").

A.1 HOUSING ELIGIBILITY:
Limited housing is available to current students earning credits at the university. In addition, staff members at AUAF are not eligible for housing regardless of their status as a student. This contract should, in no way, be conceived as a guarantee of room assignment. Priority for housing is given to students in the following order:
1. Full-time, Traditionally Students not from Kabul enrolled in a degree-granting program
   a. Taking one or more summer classes in summer session.
2. Non-Degree Students - US embassy scholarship students not from Kabul in PDI/FSP program.
3. Students who are participating in an approved AUAF Internship that is for credit and counts towards their degree completion.
4. Students who are working a full-time or part –time job or have housing only sponsorship for summer will be granted an assignment based on available space.
5. Part-time UG students who are not from Kabul; and
6. Full-time UG students who are from Kabul. These students will only be considered if space is available with written permission from the Office of Residence Life Coordinator.

A.2 CURRENT FSP STUDENTS:
Only those FSP students who were admitted during fall 2013 or admitted prior to this year are eligible to live in any of the residence halls. FSP students will not receive financial aid to pay for their room fees or meal cards. Any FSP student that fails and/or withdraws from their classes will need to move out of their room within 24 hours.

B. PAYMENT AND FEES:

B.1 HOUSING PAYMENT:
I agree to pay my room fee of 18,800AFG in Summer Session 2014 in accordance with the university's fee payment policies and procedures. I also agree to reimburse the university for any damages or missing items to the residence hall or furnishings attributable to me. Failure to satisfy all financial obligations herein may result in termination of this contract. I understand that if I need to terminate my housing contract early, even after I have paid my fees, that I am not eligible for a refund for the remainder of the active term except as noted below.

B.2 AFFILIATED HOUSING FEES:
Students are responsible for following the proper checkout procedure when leaving the residence hall permanently or prior to university breaks as referenced above. Failure to follow such procedures will result in the following fees as applicable:
a. Improper Check-Out Fee - 2500 AFG per day  
b. Cleaning Fee - 2500 AFG  
c. Lock Change Fee - 2500 AFG  
d. Storage Fee- (for residents that do not properly check-out) - 500 AFG/day up to a maximum of 25,000 AFG.  
e. Cancellation Fees - will be equal to 1/5\textsuperscript{th} of the housing plan rate as referenced in this contract. (see Section D)

C. CONTRACTUAL PERIOD:  
I understand the terms of the housing contract include a room for Summer Session 2014 , starting from July 6\textsuperscript{th}, 2014 and ending on August 23\textsuperscript{rd}, 2014. In the event that special circumstances exist, students may appeal the terms of the contractual period to the Office of Residence Life Coordinator.

C.1 MOVE IN DATES:  
The move in date to the residence halls is 3 days before the start of classes. Summer Session classes start on July 6\textsuperscript{th}, 2014 and move in date to the residence halls is July 3\textsuperscript{rd}, 2014 at 10:00 am. This date is determined by the AUAF academic calendar.

D. CANCELLATION:  

D.1 PRIOR TO OCCUPANCY:  
Room assignments will be held until July 7\textsuperscript{th}, 2014 for the Summer Session. Residents who check in and receive keys to their assigned room will assume responsibility for the terms and conditions outlined herein. Residents who fail to cancel in writing prior to the commencement date of their contract, and who do not take occupancy of their room, will have their assignment canceled and will be charged the cancellation fees as specified herein plus the pro-rated cost of the room for the first seven (“7”) days. Residents must notify the Office of Residence Life Coordinator in writing if they plan to arrive late to avoid cancellation of their assignment.

D.1.A Summer Session: FALL SEMESTER: Residents may cancel without additional financial penalty if they notify the Office of Residence Life Coordinator in writing on or before July 7\textsuperscript{th}, 2014. Residents will be charged a cancellation fee if: a.) the student cancels after July 7\textsuperscript{th}; or b.) after signing and submitting this contract; whichever date is the later.

D.2 CANCELLATION OF CONTRACT AFTER OCCUPANCY:  
While this residence hall contract is binding for Summer Session 2014, residents who are able to fully document significant and extraordinary circumstances may receive permission to terminate this contract before the scheduled ending date. Such permission, even with sufficient documentation, is still at the sole discretion of the university. All such cancellations may incur cancellation charge(s). Charges will continue until the resident has removed all personal belongings from the room and keys are returned to Office of Residence Life on a prorated basis.

D.3 SUSPENSIONS AND EVICTIONS:  

a. Residents who are not permitted to continue in housing due to violations of university policies may be held responsible for the full cost of this contract.   
b. Residents who are not permitted to continue in housing, or continue as a student at the university for academic reasons (other than violations of university policy) will be released from the contract and may be charged a cancellation fee plus the pro-rated cost for the period of residence.

In both instances, charges will continue until the resident has removed all his/her personal belongings from the room and returned keys to the Office of Residence Life.

D.4 FINANCIAL AND MEDICAL HARDSHIPS:  
A release from this contract for either financial or medical hardships will be approved by the university, in its sole discretion and only if the hardship is substantial, is beyond the resident’s control, and is verifiable with sufficient documentation.
Residents who gain such approval will be charged the cancellation fee plus the pro-rated costs for the period of residency, if any. Residents who are permitted to withdraw from the university due to such claimed hardships will be granted an early release from their contract and will be charged the cancellation fee plus the pro-rated cost for the period of residence. Charges will continue until the resident has removed all personal belongings from the room and returned keys to the Office of Residence Life.

E. UNIVERSITY POLICIES:
I agree to comply with all policies, procedures, rules and regulations of the AUAF as stated in the university catalog, student handbook, residence life handbook or as officially posted on residence hall bulletin boards/website, and/or as stated by a university official while serving in an official capacity. Following all of these policies, rules and regulations are an integral part of this contract. The university may make any changes in the policies, rules and regulations during the term of the contract, with changes being published in advance. However, implementation of these changes may be immediate if the health and safety of individuals would be impacted. Failure to abide by such changes will result in disciplinary action.

F. AVAILABILITY:
This contract is valid only if space in the residence hall is available. Applicants are encouraged to submit all application materials and pay any university fees promptly to increase their opportunity to secure desired accommodations.

G. OCCUPANCY:
This contract cannot be reassigned by you to any other person and it may not be sold, loaned, subleased, or transferred. Only those students who are eligible for housing as stated in section A, or are have the university's approval, may contract residence in housing. Failure to abide by these terms will result in immediate contract cancellation and disciplinary action if deemed appropriate.

G.1 MOVING IN:
The dates for students to move-in to the residence hall are subject to change in accordance with the AUAF academic calendar. Please contact the Office of Residence Life 24 Hours prior to moving-in to verify the dates for move-in for new and returning students. You can contact the office of Residence life at residencelife@auaf.edu.af.

G.2 VACATING THE RESIDENCE HALL:
Residents must vacate their room at the close of the Summer Session 2014 in accordance with published schedules. All personal property must be removed from all residential areas by noon on the last day of occupancy. Otherwise fees will be assessed as outlined in this contract.

Residents who plan to stay in the residence halls for Fall 2014 semester do not have to vacate their rooms at the closure of Summer Session unless they are given a new room assignment.

H. ROOM ASSIGNMENTS:

H.1 RETURNING STUDENTS:
Assignments for returning resident students will generally correspond to the rooms chosen during the Room Assignment Process ("RAP").

H.2 NEW STUDENTS:
Assignment will be completed on first-come, first-serve basis, based on the date the housing application is received by the Office of Residence Life.

H.3 ROOMMATE REQUEST:
Every effort is made to honor specific roommate and residence hall requests, however, space limitations and high demand may prevent honoring all requests.

H.4 ROOM ASSIGNMENTS, CHANGES OR REMOVALS:
The Office of Residence Life has the sole right to make room assignments and room changes as they deem necessary at
any time. The Office of Residence Life reserves the right to discard or store any items left behind by residents in their rooms and will not be liable for any damage to, or loss of such items, which are stored.

Residents who are academically suspended or dismissed from the university will forfeit their priority room assignment. If the resident receives special permission to enroll, an alternate room assignment will be made.

I. ROOM CHANGES:

I.1 CHANGE REQUESTS:
Requests for room assignment changes will be accepted only throughout the second week of Summer Session. Thereafter, each resident must submit requests for assignment changes in writing. Every attempt will be made to honor such requests; however no guarantees can be made.

I.2 VACANCIES:
The university reserves the right to consolidate or change room assignments, fill vacancies, and require residents to move to different assignments when the university deems it expedient. Any behavior(s) by resident, which infringe upon the rights or space usage of roommates is prohibited and will result in disciplinary action.

J. UNIVERSITY RIGHT OF ENTRY:
The university reserves the right to enter the premises for housekeeping or maintenance or inventory purposes, to verify occupancy, to abate a public nuisance, and to protect interests related to the university’s educational mission. Advance notice will be given when possible and practical. The university shall not be liable for loss or damage from such necessary entrances.

J.1 HEALTH AND SAFETY INSPECTION:
The university further reserves the right to inspect a room and its contents when probable cause exists to indicate a violation of university or residence hall regulations.

K. KEYS:
The room and/or exterior door keys issued to the resident are the property of the university and cannot be exchanged, duplicated, or given to another person. Lost or missing keys will result in a lock change fee of 2500.00 AFG.

L. RESPONSIBILITY FOR STUDENT PROPERTY:
The university shall not be responsible for any property of the resident which may be lost, damaged, or stolen, or for any loss, unless caused by fire, the elements, or other casualty.

M. FIRE AND SAFETY:
The university reserves the right to determine which items are permitted or prohibited within the residence halls for safety reasons. The university has the right to prohibit and/or confiscate any items found within the university residence facilities if they are judged to be unsafe or hazardous in any way.

M.1 PERMITTED ITEMS INCLUDE:
Students may bring the following items with them into the residence hall; clocks, stereos of reasonable wattage, small cube refrigerators, computers, hair care appliances, electric fans, grounded power strips with surge protection, air popcorn makers, coffee makers (with temperature control), microwaves, and hot water pots/electrical kettles, small electric heaters. Please contact the Office of Residence Life if an item you wish to bring with you is not listed above or you are unsure about specific item. This list is subject to review and change at any time with no notice.

M.2 PROHIBITED ITEMS INCLUDE:
Student may not bring the following items into the residence halls; hot plates, electric frying pans, toaster ovens, open flame/exposed heating element cooking appliances, non-portable electric appliances, halogen lamps, fireworks/firecrackers, immersion heaters, candles, firearms/ weapons, accelerants, and gasoline driven devices. Please contact the Office of Residence Life if an item you wish to bring with you is not listed above or you are unsure about a specific item. This list is subject to review and change at any time with no notice.
N. DAMAGE COST AND BILLING:
A resident may not cause damage to the property of the university or the property of others without incurring financial and/or punitive consequences. The resident is absolutely responsible for all damages done to the living/study areas and/or loss of any furniture item.

N.1 Bedroom Damage:
If damage occurs in the bedroom area, all assigned individuals to that room are held responsible.

N.2 Common Spaces Damage:
If the damage cannot be assigned to an individual or individuals, after reasonable investigation there may be an administrative decision to assign the responsibility and possible restitution to all residents within that residence hall. In all cases, the verified university assessment is conclusive and verifiable by invoices processed and/or labor hours expended.

The minimum charge for each resident of the living community will be 500 AFG. All damage charge(s), which remain unpaid after the due date stated on the invoice, may result in the cancellation of the current room assignment and/or future consideration for housing assignments and any other action(s) deemed necessary for collection by the University.

O. UNIVERSITY HOLIDAYS AND BREAKS:
Services, including maintenance, food services, academic offices, staff offices, and support services may be limited during all university holidays although, in general, the residence halls may stay open for most holidays even when the campus is closed. University services may be limited during any stay periods and the campus cafeteria is closed for all meal service.

O.1: RESIDENCE HALL CLOSURE:
Residence Life retains the option of closing the residence halls in those exceptional circumstances, as defined by Residence Life. If the residence halls are closed, students may not stay there without the written permission of AUAF Residence Life. Should the residence halls, be closed for any of those exception circumstances, Residence Life shall determine whether AUAF will provide those residents of the dormitory with their normal meal plan, a modified meal plan, or no meal plan during the time of the closure. Residence Life will work with students to provide adequate notice should the dormitory and/or the mean plan be modified or canceled due to those exceptional circumstances.

P. EXCLUSIONS:
If for any reason the residence hall or any items within are damaged by a natural disaster such as fire, earthquakes, flooding, and/or other unforeseen reasons and the university is unable to provide housing, the university has the right to cancel this contract with no liability to itself except for contracted commitments due prior to the date of cancellation.
Q. CHOICE OF LAW AND FORUM:
All parties agree that this contract shall be construed, governed and interpreted pursuant to the laws of Afghanistan, and if any provisions of this contract or parts thereof are held to be invalid under such law, the other such provisions or parts thereof will nevertheless continue in full force and effect.

I hereby certify that I will be enrolled in classes at the American University of Afghanistan during the contract period. I agree that I have received and read the terms and conditions. I agree that they constitute a part of this contract as fully as if set out over my signature. I understand that I am signing a binding contract.

__________________________________________
Printed Name: ____________________________
AUAF ID: ____________________________

__________________________________________
Phone: ____________________________
Email: ____________________________

Student Signature: ____________________________
Date: ____________________________

For Office of Residence Life Use Only

Received by:

__________________________________________
Printed Name: ____________________________
Title: ____________________________

Comments/Requests/Notes:

__________________________________________
__________________________________________
__________________________________________
__________________________________________

Staff Signature ____________________________
Date: ____________________________