

Student Housing Contract – Spring 2019

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. Any deviations from the terms specified herein not specifically directed by the Board of Trustees or AUAF Administration require written approval by the Office of Residence Life.

TERMS AND CONDITIONS

A. ADMITTANCE & ELIGIBILITY

I understand that this contract will not be accepted or processed unless the student is accepted to the American University of Afghanistan.

Limited housing is available to current students at AUAF taking classes. Permission must be given to stay in the residence halls without taking 12 credits or more. This contract in no way should be conceived as a guarantee of an assignment. Priority for housing is given to Full-time, Traditional Students not from Kabul enrolled in a degree-granting program.

B. PAYMENT and FEES

B.1 Housing Payment: I agree to pay my room fee as stipulated in the housing application in accordance with AUAF's fee payment policies and procedures. I also agree to reimburse the University damages or losses to the residence hall or furnishings attributable to me. Failure to satisfy financial obligations may result in termination of this contract. I understand that should I look to terminate my housing after fee payment 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 proper checkout procedure when leaving the residence hall either permanently or on breaks as referenced above. Failure to follow such procedure will result in the following fees as applicable:

- a. Improper Check-Out Fee - 2500 AFG per day
- b. Cleaning Fee - 2000 AFG
- c. Lock Change Fee - 2500 AFG
- d. Storage Fee - 500 AFG/day for a maximum of 25,000 AFG.
- e. Cancellation Fees will be equal to 1/5 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 the dates of **January 27th – May 21st before noon**. If special circumstances exist, students may appeal the terms of the contractual period to the Office of Residence Life.

D. CANCELLATION

D.1 Prior To Occupancy: Room assignments will be held for three days after the first day of classes. Residents who check in and receive keys to their assigned space assume responsibility

for the terms and conditions outlined herein. Residents who fail to cancel in writing prior to the commencement date of the contract and who do not take occupancy of their room will have their assignment canceled and will be charged the cancellation fee specified herein plus the pro-rated cost of the room for the first three days. **Residents must notify the Office of Residence Life (ORL) in writing if they plan to arrive late to avoid cancellation of their assignment.**

Spring Semester 2019: Residents may cancel without additional financial penalty if they notify the ORL in writing by **January 28th, 2019**. Residents who cancel after February 2nd will be charged a cancellation fee.

D.2 Cancellation of Contract after Occupancy

While this residence hall contract is binding for the 2019 Spring Semester, 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 is in the sole discretion of the American University of Afghanistan. **If students drop/withdraw from all classes in Spring Semester, they are subject to immediate contract cancellation and required to vacate their space at the discretion of the Office of Residence Life. All such cancellations may incur a cancellation charge. Charges will continue until the resident has removed all personal belongings from the room and keys are returned to ORL on a prorated basis.**

D.3 Suspensions/Evictions:

D.3A -- Residents who are not permitted to continue in housing due to violations of university policy may be held responsible for the full cost of this contract.

D.3B -- Residents who are not permitted to continue in housing or 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 (D3A and D3B) charges will continue until the resident has removed all personal belongings from the room and returned keys to ORL.

D.4 Financial or Medical Hardships

A release for either a financial or medical hardship will be approved by AUAF, in its sole discretion, only if the hardship is substantial, is beyond the resident's control and is verifiable. Residents who gain approval will be charged the cancellation fee plus the pro-rated costs for the period of residence if any. Residents who must withdraw from the university due to claimed hardship will be approved for release and 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 ORL.

E. UNIVERSITY POLICIES

I agree to comply with all policies, procedures, rules and regulations of the American University of Afghanistan as stated in the University catalog, Student Handbook, Residence Life Handbook or as officially posted on residence hall bulletin boards/website, or as stated by a University official while serving in an official capacity. All policies, rules and regulations are an integral part of this contract. Any changes in the policies, rules and regulations may be made by the University during the term of the contract, with changes being published in advance. However, implementation of these changes may be immediate if health and safety of individuals would be impacted. Failure to abide by such will result in disciplinary action.

F. AVAILABILITY

This contract is valid only if residence hall space is available. Applicants are encouraged to submit all application materials and remit fees promptly to enhance the opportunity to secure desired accommodations.

G. OCCUPANCY

This contract cannot be reassigned by you to any other person and contract may not be sold, loaned, subleased, or transferred. Only those students who are eligible for housing as stated in section A, or 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: New Students (0 credit hours earned) will be permitted to move in on 23 January. Returning students will be invited to return beginning on **28 January 2019**. Early move-in requests will be carefully evaluated.

G.2 Break Housing: Generally, all residential areas remain open during university holidays and close during the gap period between the Fall and Spring semester. Residents desiring to remain in residence during the winter break may seek an exception only if space is available. Winter housing will be a separate contract with separate payments.

G.3 Vacating: When vacating the housing after the contract is over, all personal property must be removed from all residential areas by noon on the last day of occupancy. Students should check out of their residence hall room within 24 hours of their last final exam or the designated closing date, whichever comes first

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-served basis, based on the date the housing application is received by ORL.

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

H.4 Room Assignment, Changes or Removals: The ORL has the sole right to make room assignments and room changes. The ORL reserves the right to discard or store at no liability for a limited period personal property left remaining in the room. Residents who are academically suspended or dismissed from the American University of Afghanistan will forfeit their priority room assignment. If the resident receives special permission to enroll, an alternate assignment will be made.

I. ROOM CHANGES

I.1 Change Requests: No room changes will be allowed, unless under special circumstances.

I.2 Vacancies: The American University of Afghanistan 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 the 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.

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 thereof occasioned by fire, the elements, or other casualty.

M. FIRE AND SAFETY

The university reserves to determine which items are permitted or prohibited in the residence halls for safety reasons. The university has the right to prohibit and/or confiscate any item found within university residence facilities if judged unsafe or hazardous.

M.1 Permitted items include: clock, stereo of reasonable wattage, computer, hair care appliances, electric fans, grounded power strips with surge protection, air popcorn makers, coffee maker (with temperature control), microwaves, and hot water pots/electrical kettle. Please contact the Office of Residence Life if an item is not on the list or you are unsure about a specific item. This list is subject to review and change.

M.2 Prohibited items include: 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, space heaters, accelerants, and gasoline driven devices. Please contact the Office of Residence Life if an item is not on the list or you are unsure about specific item. This list is subject to review and change.

N. DAMAGE COST and BILLING

A resident may not cause damage to the property of The American University of Afghanistan or the property of others. The resident is absolutely responsible for all damages done to the living/study areas and/or loss of any furniture therein.

Bedroom Damage: If damage occurs in the bedroom area, the assigned individuals to that room are solely responsible.

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 to the entire living unit. 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 unit 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 deemed necessary for collection by the American University of Afghanistan.

O. UNIVERSITY HOLIDAYS AND BREAKS:

O.1 Services may be limited during all university holidays although in general, the residence halls may be open for most holidays even when the campus is closed.

O.2 All other university services such as the administrative offices and recreational facilities may have limited operations during break periods.

O.3 The administrative offices and most all other services are closed on Fridays and public holidays.

O.4 Hall Closings for Breaks: Students should check out of their residence hall room within 24 hours of their last final exam or the designated closing date whichever comes first.

P. EXCLUSIONS

If, for any reason occasioned by fire, strike, earthquake, accident, flood, riot, emergency, natural disaster or unforeseen reasonable cause, the American University of Afghanistan is unable to provide housing, AUAF has the right to cancel this contract with no liability to itself except for contracted commitments due prior to the date of cancellation.

Q. SECURITY AND SAFETY PROCEDURES

All Residents must adhere to the Security and Safety protocol mentioned in the Housing contract. They should respect and obey the Daily Gate Access and Late Gate Access policies mentioned in the Residence Life Handbook. Residents should respond accordingly in major Security and Lockdown situations.

R. 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.

S. ATTENDANCE IN PROGRAMS

Office of Res Life has four types of weekly and monthly programs in the Residence Hall. Each resident is obligated to attend at least one program each month during the semester. These programs are Social programs, Academic programs, Athletic programs and Residence Hall living programs. Attendance in one program of each type during the semester is mandated.