

University of New England, Biddeford Campus
2014/15 Housing and Dining Service
Application and Contract

Receiving this Application and Contract ("CONTRACT") indicates that you have already paid the required \$200 housing deposit. Your deposit will be returned to you following the fulfillment of the terms and conditions of the CONTRACT. Please complete the CONTRACT for on-campus housing and dining and return it to the Office of Residential Education and Housing, University of New England, 11 Hills Beach Road, Biddeford, Maine 04005. You (the "STUDENT") have until **May 1, 2014 (if you are a new student) or June 1, 2014 (if you are a returning student)** to cancel this CONTRACT without penalty. Upon receipt, verification of deposit and appropriate signatures, this CONTRACT becomes a binding agreement between the University of New England (the "UNIVERSITY") and the person(s) whose name(s) appear below. Please CLEARLY PRINT all requested information.

This is a Housing and Dining Service Application and Contract for the **2014 - 2015** academic year. If you intend on residing on campus for one semester please check which one: Fall Semester **ONLY** _____ Spring Semester **ONLY** _____

Name _____ PRN 910 _____
Last First Middle

Permanent Address _____ Anticipated UNE Grad. Year _____
Street Apt. #

City _____ State _____ Zip _____ Date of Birth _____ / _____ / _____
Month Day Year

UNE Email Address _____ Returning _____ Age _____

Personal Email Address _____ New _____ Gender _____

Student Cell Phone #(____) _____ Transfer _____

Name of Parent(s) or Guardian(s) _____ Parent Tel./Cell Phone _____

Address _____ Parent E-Mail _____

Indicate person you authorize the UNIVERSITY to contact in the event of emergency; if parent, check here _____

Name _____ Address _____ City _____ State _____ Zip _____ Tel./Cell No. _____

RESIDENCE HALL STYLE: We make every effort to accommodate requests, but there are **no guarantees**. Please list the following residence halls styles in order of preference (Traditional Triple Residence Hall, Traditional Double Residence Hall, Track Style Triple Residence Hall, or Suite Style Residence Hall) You may view our residence halls at <http://www.une.edu/studentlife/biddeford/residential/housing/halls.cfm>

1 _____ 2 _____ 3 _____

Will you need break housing? ___yes ___no Why do you need break housing (athlete, international student)? _____

ROOMMATE PREFERENCE: Indicate name (only mutual requests considered) _____

I would prefer a roommate who: ___does not smoke. Do you smoke? ___yes ___no

Is there any other information that would be useful in placing you with a roommate? _____

If you have any condition(s) that requires a special room assignment refer to **Section 14 on the reverse side of this sheet**.

CONTRACT TERMS

By signing the CONTRACT, the STUDENT (and parent if the student is under 18) acknowledges that all terms and conditions of the CONTRACT have been read and understood and that, in consideration of housing accommodations and food service by the University of New England, the STUDENT hereby agrees to abide by all the terms and conditions set forth on the reverse side of this sheet and in the Student Handbook and University Catalog (<http://www.une.edu/studentlife/handbook/>).

Signature of Student Accepted to the University of New England:

Parent or Guardian (if student is under 18) Assistant Dean of Students for Residence Life or designee Date

For University Use Only:

Date Received _____ Deposit Verified _____

Assignment _____

Roommates _____

CONTRACT CONDITIONS

1. It is understood and agreed that this is a CONTRACT for both residence hall accommodations and food service privileges. The UNIVERSITY has a **three-year residency requirement**. Students interested in seeking an exception to the residency requirement must meet one of the following criteria: (i) student who is under 22 years of age, living with a legal guardian(s) (defined as the person(s) who is named and whose financial information appears on the student's completed FAFSA) no more than a 60-minute commute from the UNIVERSITY according to Map Quest; (ii) currently married, in a civil union, or a domestic partner relationship (civil union and domestic partnership must have been in existence at a least six months prior to date of request); (iii) have earned 90 + credit hours; or (iv) student is 22 years of age or older. Please contact the Office of Residential Education and Housing for an Off-Campus Request Form.
2. It is agreed and understood that the CONTRACT TERM shall be for the entire academic year or remaining part thereof unless approved by the Assistant Dean of Students for Residence Life or his or her designee, and as indicated on the CONTRACT, or unless terminated according to the terms of the Refund Policy, as stated in the UNIVERSITY Catalog.
3. It is agreed that in consideration of housing accommodations and food service provided by the UNIVERSITY, the STUDENT, and the STUDENT's parents or guardian, if the student is under 18, shall pay to the UNIVERSITY, all payments and fees due in accordance with the fees and payment schedule as adopted and from time to time amended by the Board of Trustees of the UNIVERSITY; and providing further that the UNIVERSITY, in the event of changes in economic conditions and/or budgetary restrictions shall, with 30 days notice, have the right to change the rates charged and/or payment due date for either housing or food service.
4. It is agreed and understood that any failure by the STUDENT to comply with all the terms and conditions of this CONTRACT, including the provision regarding the CONTRACT TERM, constitutes a breach of this CONTRACT by the STUDENT. Any such breach by the STUDENT shall not release the STUDENT from financial liability or other responsibility under this CONTRACT except as provided in the "Refund Policy" set forth in the UNIVERSITY Catalog. In the event the STUDENT breaches the CONTRACT for any reason prior to the end of the CONTRACT TERM but continues to be enrolled as a student at the UNIVERSITY, the STUDENT shall pay as liquidated damages (and not as a penalty) for breach of the CONTRACT **60% of the spring semester room rate if permission to breach the CONTRACT is granted by the UNIVERSITY**. If permission to breach the CONTRACT is denied by the UNIVERSITY, the STUDENT shall pay the agreed room and board fee for the entire CONTRACT TERM. The STUDENT will lose the \$200 Housing Deposit despite approval or denial of the request. **Furthermore, the STUDENT has until May 1st (for new students) and June 1st (for returning students) to cancel the CONTRACT without penalty.**
5. It is agreed and understood that the UNIVERSITY will provide housing and meals during the time the UNIVERSITY is deemed "in session." In cases of special circumstance, the STUDENT may remain in housing during periods the UNIVERSITY is not deemed "in session" also known as Break Housing. Approval to be in Break Housing is at the sole discretion of the Assistant Dean of Students for Residence Life or his or her designee. It is agreed and understood that **East Hall** will be available for Break Housing and the STUDENT should select this hall if he or she needs Break Housing. If the STUDENT needs Break Housing and does not select East Hall, the UNIVERSITY will assign the STUDENT to a room in East Hall. **Students who select to live in East Hall acknowledge that their room can be used to house students during the designated break periods.** The Office of Residential Education and Housing reserves the right to assign students who are approved to remain on-campus during the break periods to these spaces in East Hall and will notify the students 1 week before a break period if their room will be used. It is also understood by the STUDENT that a deposit and fee may be charged during each break period that the STUDENT requests Break Housing. The deposit will go towards the daily fee assessed for Break Housing.
6. It is agreed that the STUDENT may leave possessions in the STUDENT's room during recess or vacation periods occurring within the academic year. It is further agreed and understood that the UNIVERSITY shall not be liable for personal or property damage or loss by the STUDENT during these periods of time, and that the STUDENT assumes the responsibility for suitable personal and property liability protection. In the event of an emergency situation, which necessitates an immediate response, belongings left in the STUDENT's residence hall room may be removed at the sole discretion of the UNIVERSITY.
7. It is agreed that the STUDENT must vacate and remove personal property from the STUDENT's room immediately after withdrawal from the UNIVERSITY or termination of this CONTRACT; providing further that the Assistant Dean of Students for Residence Life or his or her designee, may require the STUDENT to vacate the STUDENT's room immediately after the STUDENT's last final examination for each academic session. The Assistant Dean of Students for Residence Life or his or her designee, can make exceptions based on circumstances in individual situations. **Failure to comply with removal of items is subject to a \$100 improper check out fee.** It is further agreed that the UNIVERSITY may, in its sole discretion, terminate this CONTRACT for reasons relating to the physical or emotional safety and well being of the STUDENT, or for reasons relating to the safety and well being of other students, faculty, staff, or UNIVERSITY property.
8. The STUDENT hereby agrees to accept the room and board assignment as provided by the UNIVERSITY and to conform to the rules and regulations governing the conduct of students and the operation of the UNIVERSITY and the Residence Halls. Such rules and regulations are set forth specifically in the annual Student Handbook, the Catalog, the Student Judicial Procedures, and University Conduct Code, and other published policies of the UNIVERSITY as adopted and from time to time amended by the UNIVERSITY. The aforementioned documents can be found at www.une.edu. The STUDENT hereby agrees to abide by any such rules and regulations in force at any given time and reserves to the UNIVERSITY the right to change such rules and regulations, as the UNIVERSITY may deem timely and appropriate. The STUDENT understands that copies of said documents and policies are available upon request from the Dean of Students or his or her designee, and the STUDENT agrees that said documents and policies pertaining thereto are, by reference, incorporated into and made a part of this CONTRACT.
9. The UNIVERSITY agrees to consider information and requests provided and submitted by the STUDENT when assigning room accommodation, but no guarantee of a specific assignment is implied by the UNIVERSITY. It is understood that discriminatory requests or practices are contrary to the philosophy of the UNIVERSITY and will not be considered by the UNIVERSITY. If the STUDENT loses a roommate during the year, the UNIVERSITY reserves the right to assign another student to that space. The UNIVERSITY also has the right to relocate students at any time for any reason.
10. The STUDENT agrees that UNIVERSITY representatives shall have the right to enter any space at any time for the purpose of inspecting for cleanliness, orderliness, safety, maintenance, or any other purpose, except that when investigating suspicion of misconduct, or otherwise enforcing any rules and regulations of the UNIVERSITY, student premises and possessions shall not be searched unless appropriate authorization has been secured from the Dean of Students or his or her designee. No such permission is required in any situation deemed by the UNIVERSITY to be an emergency involving health, safety or possible illegal activity. This determination shall be made in the sole discretion of the UNIVERSITY.
11. All repairs and maintenance in the Residence Hall shall be made only by the UNIVERSITY through its authorized personnel and designated agents.
12. It is agreed that the STUDENT will not damage UNIVERSITY property, including the Residence Halls and shall be fully liable for any damage to UNIVERSITY property. STUDENT also agrees not to use UNIVERSITY housing or property for any unlawful purposes. In addition, the STUDENT may not sell, transfer, or otherwise permit the use of personal food service privileges under the CONTRACT to another person.
13. The STUDENT agrees to leave the premises assigned in as good order and condition as when the occupancy began, reasonable use and natural wear and tear excluded, and damages by fire or unavoidable casualty without fault of the STUDENT, excepted.
14. The UNIVERSITY does not discriminate in admission or access to, or treatment or employment in, its programs and activities on the basis of race, ethnicity, national origin, gender, sex, sexual orientation, religion, age, veteran status, or physical or mental disability. Requests for reasonable accommodations should be initiated through Disability Services and will be considered on a case by case basis.