

**FAMILY, EMPLOYEE, GRADUATE
& NON-TRADITIONAL STUDENT
OCCUPANCY AGREEMENT**



UNIVERSITY OF ALASKA FAIRBANKS
DEPARTMENT OF RESIDENCE LIFE
DIVISION OF STUDENT AND ENROLLMENT SERVICES
PO Box 756860 Fairbanks, Alaska 99775-6860
Phone: (907) 474-7247 Fax: (907) 474-6423
www.uaf.edu/reslife Email: housing@uaf.edu

PERSONAL DATA

Name _____ UA ID # _____
Last First
 Current Mailing Address _____
 City _____ State _____ Zip Code _____
 Current Phone # (____) _____ Cell # (____) _____ Permanent Phone # (____) _____
 Date of Birth _____ Email address _____

EMERGENCY CONTACT INFORMATION

Name _____ Relationship _____ Phone # () _____

NAMES OF DEPENDENTS WHO WILL BE LIVING WITH YOU (INCLUDING SPOUSE OR INTERDEPENDENT PARTNER)

Name	Date of Birth	Relationship	Gender
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

I HAVE READ, UNDERSTAND AND ACCEPT THE TERMS AND CONDITIONS OF THIS AGREEMENT. I UNDERSTAND THAT BY SIGNING THIS AGREEMENT, I AM PERSONALLY (JOINTLY AND SEVERALLY) RESPONSIBLE FOR COMPLIANCE WITH ALL THE TERMS OF THIS AGREEMENT.

OCCUPANTS: _____
(Student/Employee Signature) (Financially Interdependent Partner)

DATE: _____

HOUSING FEES BILLED: Please indicate billing preference by initialing below.

Per Month _____ Per Semester: Summer _____ Fall _____ Spring _____

OFFICE USE ONLY

Occupancy Begin Date: _____ **Occupancy End Date:** _____

Apartment Size: Efficiency One Two Shared Two Three Furnished Unfurnished

Semester Fee \$ _____ **Monthly Fee \$** _____ **Assignment Bldg.** _____ **Apt. #** _____

Accepted by: _____ **Date:** _____
(UAF Staff)

The University of Alaska Fairbanks provides equal housing opportunity without discrimination on the basis of age, race, religious creed, color, gender, physical or mental impairment or national origin. The Department of Residence Life has facilities for mobility-impaired students.

Read this Agreement carefully before signing. Occupant is responsible for all the terms of this Agreement and agrees to comply with all University rules, regulations, policies, procedures, and community living standards contained in University publications. Occupant also agrees to be held responsible for any actions by spouse/financially interdependent partner, dependents, guests, or visitors in violation of this Agreement. All Agreement renewals are granted at the sole discretion of University.

In consideration of the terms set forth below, the University agrees to assign the above named Student/Employee, spouse/financially interdependent partner, and dependents, if applicable, the Premises identified on page 1, in accordance with the terms set forth in this Agreement.

The Occupant understands that Alaska Statute 34.03 et seq., the Alaska Uniform Residential Landlord Tenant Act does not apply to this Agreement.

1. DEFINITIONS:

The University of Alaska Fairbanks shall be, for the purpose of this Agreement, referred to as "University".

Student/Employee and spouse/financially interdependent partner (if applicable) shall be, for the purposes of this Agreement, collectively and/ or severally referred to as "Occupant".

The Occupant's assigned apartment shall be, for the purposes of this Agreement, referred to as "Premises".

2. AGREEMENT:

This document is not a lease. It creates no exclusive right on the part of the Occupant to occupy any portion of University property. The University may assign and reassign the Occupant to specific housing when, in the University's sole discretion, it deems such action necessary or desirable. The Occupant may not assign any rights or obligations created by this Agreement.

3. STUDENT TERM:

The term of this Agreement is for the entire academic year stated on page (1) one or the remainder of that academic year, if entered into subsequent to the beginning of the academic year. The academic year consists of Fall and Spring semesters and does not include the Summer unless specified on page (1) one. Housing Agreements for Summer Sessions only are issued separately by the University.

Provided all terms of the Agreement are followed, Occupants vacating in May shall be entitled to remain in the Premises until May 20, unless Agreement is renewed by the University. Occupants graduating in December, or not enrolling for Spring Semester, must provide a 30-day notice of intent to vacate and must complete check out no later than January 2.

4. EMPLOYEE TERM:

The term of this agreement is for a minimum of (1) one year as stated on page 1 (one) of the occupancy agreement, or thirty (30) days after termination of full-time employment. Occupant may request (2) two one year extensions in writing to Residence Life with extensions requiring approval of Residence Life.

5. HOUSING FEES:

Housing Fees shall be payable in equal monthly installments throughout the term of this Agreement. FEES ARE DUE AND PAYABLE IN ADVANCE, WITHOUT DEMAND, WITHOUT BILLING, AND WITHOUT SET-OFF, BY THE FIRST DAY OF EACH MONTH with the first installment to be paid at the time this Agreement is signed by both parties. If the first calendar day of a month falls on a Saturday, Sunday or holiday, the next business day shall be considered the first calendar day. Payments shall be made to the University at the Business Office, 1st Floor Signer's Hall, P.O. Box 757640, University of Alaska Fairbanks, Fairbanks, Alaska 99775-7640, or through your student account at <http://uaonline.alaska.edu/> or at any other place as University may from time to time designate. Apartment complex housing fee includes electric, cable, local phone, internet, and laundry facilities. Housing fees for single, duplex, and triplex homes include electric, cable and laundry facilities. Vehicle parking permits are required to park on campus and are not included with housing fees. Mail delivery on campus is through a post office box system, any cost associated with a box rental is the Occupant's responsibility.

Failure to pay fees by the first (1st) of any month shall result in assessment of a \$35.00 late charge by the Residence Life Office. If monthly housing fees accrue two or more late charges per semester, UAF may convert the monthly installments to one semester installment payable at the beginning of the next semester. The semester billing will continue until the agreement expires. Occupant promises to pay all University of Alaska Fairbanks attorneys' fees and other reasonable collection costs necessary for the collection of any amount owing UAF if not paid.

Charges for partial periods (when the Occupant takes possession of the Premises in the middle of a month) will be charged or refunded on a prorated basis, based on a 30-day month.

Occupant agrees that University, at its sole discretion, is entitled to increase the fees during the term of this Agreement upon thirty (30) days written notice.

6. ELIGIBILITY:

To be eligible for Student Family, Graduate and Non-Traditional Housing, the Student must be enrolled at the University of Alaska Fairbanks for Fall and/or Spring semester. Dependents must be in the legal custody of the student during the term of this Agreement.

Eligibility for housing shall be limited to a set number of years. Occupancy in family, graduate & non-traditional student units will generally be limited to a cumulative stay of 4 years, with extension requiring Residence Life approval. Extension requests must be in writing to Residence Life, and made approximately six (6) months before agreement expiration. Occupant agreements transferred from one family member to another will have the same combined cumulative time of 4 years.

To be eligible for Employee Housing, the Occupant must be a staff or faculty employee at the University of Alaska.

To be eligible for an efficiency or one-bedroom apartment in areas other than Hess Village or Chandalar Street, Occupant may not have dependent children living in the Premises. To be eligible for a two-bedroom apartment, Occupant must have at least one dependent child and not more than two dependent children in Occupant's legal custody. To be eligible for a three-bedroom apartment, Occupant must have at least two dependent children and not more than four dependant children in Occupant's legal custody.

By signing this Agreement, Occupant certifies that he/she is living with his/her spouse/financially interdependent partner and/or has dependent minor children in his/her legal custody as stated on the agreement and otherwise meets the eligibility requirements of this Agreement and, if applicable, the attached Statement of Financial Interdependence.

7. ASSIGNMENT OF LIVING QUARTERS:

The University will attempt to grant the preferences expressed by the Student/Employee for apartment assignments, but reserve the right to (re)assign the Occupant to other housing. Relocation to other apartments requested by the resident(s) will only be considered by the University for reasons such as documented medical conditions or change in size of family.

8. DEPOSIT:

A \$300 deposit is due upon acceptance by the Student/Employee of the University's offer for Student/Employee Housing. An additional \$300 deposit is due at time of check-in and prior to date of occupancy, for a total deposit of \$600.

The deposit will be held by University until the termination of this Agreement. At the time of termination, the deposit may be used to cover cancellation/termination charges plus costs for any loss or damage caused during occupancy and not otherwise paid or provided for by Occupant. The same may be applied to pay other obligations owed by Occupant to University.

A portion of the Occupant deposit will be deducted from the original \$600 to cover the expense associated with the professional cleaning of all carpet in the Premises. Full cost of cleaning will be determined by the contracted company at the time of cleaning. University is responsible for all arrangements of having the Premises carpet professional cleaned. Any portion of such deposit not applied as provided herein will be mailed to Occupant within thirty (30) days after termination of this Agreement.

The Occupant is responsible for any cost of damages, uncleanliness, or outstanding University charges such as any cost of defacement or damage to the Premises, common areas and all University furnishings or property that are damaged or destroyed during the term hereof and not covered by the deposit. The deposit, less any assessment for damages, uncleanliness, or outstanding University charges, will be refunded to the Occupant, within thirty (30) days after termination of this Agreement and inspection of the Premises and University property by representatives of the University. Failure by Occupant to pay for any cost that may be due as a result of this Agreement, including but not limited to cancellation/termination, damages, uncleanliness, or outstanding University charges such as any cost of defacement or damage to the apartment, common areas and all University furnishings or property that are damaged or destroyed, may result in prohibition of student's re-enrollment and/or holding of student's transcripts.

9. INABILITY TO OCCUPY:

University makes no promises as to the date the Premises will be available for occupancy and shall not be liable for damages if, for any reason, the Premises are not available on the date stipulated. Occupants not liable for housing fees prior to the date the Premises are available for occupancy.

10. USE OF PREMISES:

A. The Premises will be occupied and used only as a single-family residence for living quarters of Student/Employee, spouse/ domestic partner and dependents.

B. Residential facilities may not be used to operate a day care/child care business.

Babysitting is permitted in campus residential facilities so long as it is not done in furtherance of conducting a day care/child care business. Children under the age of 10 years may not be left at home or on campus without a parent or designated child care provider present in the home. This means children under age 10 cannot be left alone while the parents are away for work, class or any other reason. The person designated to provide child care must be at least 12 years old. Babysitting may take place in the home of the child or caregiver. Babysitting will be considered an unauthorized day care business if: a care giver is caring for the children of more than one family at a time on more than an occasional basis; there is a contractual relationship to provide care on a regular basis; a care giver provides child care on a regular basis beyond that which appears reasonable.

- C. Only the Occupants, listed on page (1) of this Agreement, may occupy the Premises. Guests may stay no longer than three (3) nights without prior permission from the University.
- D. The Occupant shall not at any time bring, store, or keep on the Premises any hazardous, flammable, combustible, explosive, or other dangerous substances.
- E. Guns and weapons will not be allowed in the Premises. The Occupant must store all guns and weapons at the University of Alaska Police Department.
- F. Occupant shall not obstruct, store or place unsightly items on landings, stairs, public areas or other areas where access must be assured.
- G. Any yard passage, alley, playground, or area connected with or adjoining or adjacent to the Premises is for the use of all occupants of University Housing and not for the sole or exclusive use of the Occupant. The Occupant will not obstruct or hinder the use of the same by other occupants or the University.
- H. Residents are responsible for removal of snow from their apartment's porch and step areas that provide access to their Premises.
- I. Occupants shall not place any signs or fixtures on the outside of the building in which the Premises is located.
- J. All residential facilities are pet (except fish in a 10 gallon or less aquarium) and smoke free.
- K. The Occupant will not use any other appliances than what is currently located within the Premises. This includes, but is not limited to, heating equipment, electrical, gas or other type of equipment, stoves, refrigerators, washer, dryer, etc., except with the written consent of the University.
- L. The Occupant will not do or allow to be done on the University's Premises anything that may be or become a nuisance or annoyance to any other occupant of the University's premises. The Occupant agrees to keep noise levels in and or around his/her unit at a reasonable level at all times as a courtesy to others.

11. ALTERATIONS:

No additional locks shall be placed upon any door of the Premises nor shall the locks be altered without the written consent of the University. Spikes, hooks, screws, nails or wall mounted shelves shall not be put into walls or woodwork of the building so as to damage the Premises and the Occupant shall be responsible for any damage caused. The Occupant will not alter, redecorate, wallpaper, or change in any way the Premises except as authorized in writing by the University. No outdoor additions or construction of any kind shall be allowed on the Premises.

12. SAFETY AND SECURITY:

Occupant agrees to:

- A. Report any and all fires of any kind at once to the University of Alaska Fairbanks Fire Department.
- B. Obey all applicable University, local, state and federal laws and regulations which are now in effect or which may become effective during the term of this Agreement.
- C. Report any and all security problems to the University of Alaska Fairbanks Police Department.

13. LIABILITY/INSURANCE:

University shall not be liable for the following:

- A. Damage to persons or property or loss of property of Occupant unless the same is caused by the gross negligence or willful misconduct of the University.

- B. Any failure or circumstance which may cause the Premises to become unsuitable for occupancy or if University is unable to provide the following: a supply of heat, water, utilities, equipment or fixtures, whether or not such inability is caused by accident or is necessary because of repairs or other causes or circumstances beyond University's reasonable control.

If University decides not to repair the Premises in the event the Premises becomes unsuitable for occupancy, and does not provide Occupant with other temporary or permanent housing, this Agreement shall be deemed terminated as of the date the Premises became unsuitable for occupancy. If University decides not to repair Premises, and Occupant refuses to accept other temporary or permanent housing, such failure or inability shall not be cause for withholding, abating or not paying Housing fees, for as long as the Occupant is occupying the Premises, or for as long as this Agreement is in effect, whichever comes first.

- C. University cannot guarantee the security of any storage room provided for the storage of Occupant's personal property. Occupant agrees to "release the University of Alaska, its Board of Regents, officers, agents and employees from liability for loss or damage to any and all personal belongings stored by Occupant in a storage facility of University to the fullest extent allowed by law. Occupant agrees to remove such stored personal property from University's storage facilities upon termination of this Agreement. If Occupant fails to remove said stored property, Occupant hereby authorizes University to make disposition of such property in any manner in which University sees fit, without further recourse from Occupant.

THE UNIVERSITY ACCEPTS NO LIABILITY FOR LOSS, THEFT OR DAMAGE OF OCCUPANT'S PERSONAL PROPERTY EXCEPT AS PROVIDED IN THIS AGREEMENT. THE UNIVERSITY STRONGLY RECOMMENDS THAT OCCUPANT SECURE INSURANCE FOR OCCUPANT'S PERSONAL PROPERTY WITH A PRIVATE INSURANCE COMPANY. THE UNIVERSITY DOES NOT INSURE THE OCCUPANT'S PRIVATE PROPERTY.

14. ASSIGNABILITY:

This Agreement is not assignable by Occupant. Occupant shall be solely responsible for the Premises, its contents and payment of Housing Fees to the University. Granting any interests in this Agreement to a third party is expressly prohibited.

15. ACCESS:

The University reserves the right to enter the Premises in order to inspect the same; make essential, preventative, routine or agreed upon repairs, decorations, alterations or improvements; supply necessary or agreed upon services; or exhibit the Premises to laborers or contractors, or as is otherwise necessary in the operation and/ or protection of the Premises or persons therein. In the event of apparent or actual emergency, such as imminent danger to property or individual safety, the University may enter the Premises at any time without notice. For non-emergency situations, entry shall be by arrangement with or invitation by Occupant, or, if reasonable arrangements are impractical or refused, entry shall be made upon twenty-four (24) hours written notice to Occupant. Work Orders requested by Occupant constitute an invitation by Occupant.

16. NOTICES:

Written notices from University to Occupant shall be given by hand delivering or mailing the same, postage prepaid, to the address of the Premises or otherwise as permitted by law.

All correspondence from Occupant shall be mailed to University at the following Post Office box or delivered to the following street address:

Department of Residence Life
University of Alaska Fairbanks
Mail: P.O. Box 756860 Street: 732 Yukon Drive
Fairbanks, Alaska 99775-6860

17. LOCK OUTS:

If Occupant becomes locked out of the Premises, the University Police Department should be contacted to open the Premises. Lost keys will require the changing of locks in an apartment and Occupant agrees to bear the costs of such a charge (approximately \$55). Spare keys may be temporarily checked out from the Residence Life office during normal business hours.

18. CANCELLATION/TERMINATION:

- A. Agreement may be canceled/terminated by Occupant as follows:

Prior to expiration of the agreement: Occupant must notify the University 30 days in advance of their intent to terminate or extend this Agreement. Occupant remains responsible for Housing Fees from date of notification to date of vacancy, whichever is later.

The Student Occupant will forfeit the deposit if leaving for purposes besides graduation or non-enrollment if the terms of the agreement specified under item 3 are met. This may be adjusted by Residence Life.

The Employee Occupant will forfeit the deposit if leaving before the expiration of the agreement specified on page 1 (one). This may be adjusted by Residence Life.

- B. If the University terminates the Agreement, the Occupant will forfeit the deposit and agrees to pay for occupancy to the effective date of termination. Agreement may be terminated by University as follows:
- 1) By giving Occupant ten (10) days advance written notice to vacate the Premises, should the Occupant fail to meet eligibility requirements including ceasing to be a University of Alaska student; OR Immediately, if Occupant fails to pay Housing Fees or other charges when due.
 - 2) Immediately, if Occupant fails to comply with any rules and regulations of the University or the terms and conditions of this Agreement.
 - 3) Immediately, if fire or other casualty makes the Premises unusable.
 - 4) By giving Occupant ten (10) days advance written notice to vacate the Premises, for any reason, at the sole discretion of the University.
 - 5) If or when the spouse/financially interdependent partner and/or dependants are no longer living at the Premises, the Agreement may be terminated by the University. The Occupant must notify the University, in writing, within ten (10) days if the spouse/financially interdependent partner and/ or dependants are no longer living in the Premises.

19. PROCEDURES FOR VACATING:

Occupant must provide thirty (30) days notice of intent to terminate as specified under Item 18. On or before the date of termination, Occupant must remove himself/herself, spouse/financially interdependent partner, all dependents, and all personal property from the Premises. The Premises, including equipment, furniture and fixtures shall be clean and in as good order and condition as when received, reasonable wear and tear accepted.

Upon termination of the Agreement, the University shall have, and is hereby granted, full and free right to remove all property of the Occupant or others from the Premises without being guilty of trespass, eviction or forcible entry and detainer and without relinquishing any of the University's legal right. Any and all property which may be removed from the Premises by the University pursuant to the authority of this Agreement or of law, to which Occupant or others may be entitled, shall be handled or removed by the University at the risk, cost and expense of the Occupant. The University shall in no event be responsible as a warehouse, bailee or otherwise for any property left in the Premises or building by the occupant or others, or for the value, preservation, or safekeeping thereof. Occupant shall pay to the University upon demand any and all expenses incurred in such removal. After thirty (30) days, the University shall have the right to dispose of unclaimed property.

At the termination of this Agreement, Occupant will return all keys and turn over immediate possession of the Premises to the University, and failing to do so, Occupant will be deemed a trespasser and pay as liquidated damages, and not as penalty, forty dollars (\$40.00) for each day possession is withheld as compensation for University's approximate administrative expenses and for the inconvenience of other students waiting to occupy the Premises. It is the Occupants responsibility to make an appointment with the Department of Residence Life at least one (1) week in advance of termination of the Agreement if Occupant wants to be present during inspection.

20. REMEDIES:

University shall be entitled to all remedies provided by law or this Agreement.

21. WAIVER AND SEVERABILITY:

No term or condition of this Agreement can be waived by University except as authorized in writing by the Director of Residence Life or designee. Requests must be made in writing. Should any clause or portion of this Agreement be held invalid, the other portions of this Agreement shall remain in full force and effect.

22. RULES AND REGULATIONS/INTEGRATION:

Occupant is responsible for all of the terms of this Agreement and agrees to comply with all University rules, regulations, policies, procedures, and community living standards contained in University publications. All such rules and regulations are by this reference incorporated into this Agreement. This Agreement and such rules and regulations are the exclusive Agreement between the University and the Occupant for occupancy of the Premises.

University reserves the right to change Student/Employee Housing Policies and changes will be updated and inserted in the Student/Employee Housing Resident Handbook and communicated to Occupants.