

University of Hawaii at Manoa, Student Housing Services

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SUMMER SESSION 3 CONTRACT ACCEPTANCE FORM

Name of Student (print): _____

ID#: _____

I acknowledge that Student Housing Services (SHS) will direct efforts to protect the health and safety of all residents and to minimize the potential spread of disease within our community. As a resident, I am aware that the Coronavirus Disease (COVID-19), Severe Acute Respiratory Syndrome Coronavirus 2 (SARS-CoV-2), or other similar public health crisis will impact my on-campus housing experience in the Summer Session 3 (combined sessions 1 & 2). I acknowledge that SHS will make public health-informed decisions that may necessitate changes to living accommodations, programs, services, policies and procedures and will endeavor to update me with timely information about specific health and safety guidance as they become available.

I acknowledge that as a member of our residential community, I will act in a manner that demonstrates respect and consideration for others, including respect and consideration for the health and safety of all community members. I acknowledge that residents are prohibited from creating a health or safety hazard within the communities, and SHS may require a resident to leave if their continued presence in the housing community poses a health or safety risk for other community members. I acknowledge that all residents are required to comply with health and safety laws, orders, ordinances, regulations and health and safety guidance adopted by the University and/ or SHS as it relates to public health crises. This guidance will evolve as the public health crisis evolves and may include, but is not limited to, social distancing, limitations on large gatherings, wearing a face covering, COVID-19 diagnostic and surveillance testing (including before or upon arrival to campus), contact tracing, disinfection protocols, limitations on guests, and quarantine / isolation requirements (including before or upon arrival to campus). Adherence to health and safety requirements applies to all residents, staff and visitors and extends to all living and community environments, including bedrooms, bathrooms, community kitchens, lounges, computer rooms, courtyards, and other common spaces.

I acknowledge that at any time, SHS may require a resident to leave when that resident's continued presence in the housing community poses a health or safety risk for community members. Residents are required to comply with requests from SHS to leave their assigned space due to COVID or other public health emergency and failure to do so is a violation of policy and will subject a student to emergency removal from their assigned space. In general, residential rooms, suites or apartments are not appropriate for self-quarantine or self-isolation, and in those situations where a student is recommended to self-quarantine or self-isolate, students may not be permitted to continue residing in their residential space and will be directed to make alternative living arrangements.

By signing this contract, I accept my student housing assignment for Summer Session 3 (combined sessions 1 & 2). I agree to respect and adhere to all policies and procedures pertaining to the University of Hawaii at Manoa Student Housing Services outlined in all 4 pages of this contract, the Community Standards (<https://manoa.hawaii.edu/housing/guide/reshallpolicies>), and any other university publication(s) which are made as part of this contract by reference. If I am under 18 years of age, the signature of my parent or guardian is required.

Signature: _____

Date: _____

Parent/Guardian Signature: _____

Date: _____

Required if student is under 18 years of age

I. Eligibility

- A. I will be registered for at least three (unit) of credit courses THROUGHOUT each session. Combined session residents must take six credits (three credits per six week session). Failure to comply with this policy may result in immediate eviction with NO REFUND.
- B. If my student status changes due to withdrawal, cancellation, or being released by the University, I understand that I must cancel this contract in writing. If this change occurs after I have moved into the Residence Halls., I understand that I must vacate within three days of my change in status to a non-registered student.

II. Contractual Obligation

- A. By making payment in full, I am accepting a housing contract. I accept the hall and accommodation type assigned to me; and agree to participate in the meal program.
- B. I understand that I am signing a contract for the summer session 3 (combined sessions 1 & 2).
- C. I have submitted correct and complete information on my housing application and recognize that my contract may be revoked if it is determined that I have provided inaccurate or incomplete information.
- D. I understand that I must maintain a current mailing address and email address through my MyUH account and frequently check email for all housing notifications.
- E. This contract may not be transferred or assigned to another person.

III. Period of Occupancy

Period of occupancy is from contract start date Sunday, May 21, 2023 to Friday, August 11, 2023, 6:00pm. Details regarding check-in process will be available at a later time.

IV. Community Responsibility

- A. I agree to obey all applicable laws and to respect the rights, privileges and property of other members of the University community and visitors to campus. I will abide by all policies and regulations in this contract and in the Community Standards as it now exists or is hereafter amended. I also agree to abide by all additional regulations, policies and standards of the University and the Student Housing Services Office. I will respect the dignity of other members of the University community and visitors to campus, and I understand that any acts that denigrate an individual's race, gender identity or expression, sexual orientation, heritage, culture, religion or disability will not be tolerated. I agree to comply with the directions of University officials and their authorized agents acting in the performance of their duties. In addition, I will not furnish false information to or withhold material information from any University staff member acting in the course of their duties.
- B. I will not do anything that will interfere with University operations or endanger the health, safety or welfare of other people or myself. I will be responsible for the behavior of my guests. If my guests or I do not comply with the regulations and policies, I may be subject to fees, probation, and dismissal from the Residence Hall System and/or other University action against me.
- C. I will not duplicate or alter University keys, nor will I knowingly or willfully misuse a key.
- D. I will not tamper with fire safety equipment. This includes pull stations, smoke detectors, sprinklers or fire extinguishers. I will report equipment malfunctions immediately.
- E. I will not use my assigned living space or any other building facility for commercial purposes.
- F. I understand that my student identification card is the property of the University of Hawai'i, and that I must present this card to authorized University personnel upon request.
- G. Any misrepresentation will lead to cancellation of this contract and dismissal from student housing and may lead to further disciplinary action by the University.

V. Alterations and Damages

- A. I will review and complete the Room Condition Form for my assigned living space within 24-hours of move-in, transfer rooms, and move-out. I will be held responsible for any changes in the described conditions unless changes are a result of normal use.
- B. I understand that I am prohibited from installing air conditioners in my living space. If I require air-conditioned accommodations due to a verifiable health-related condition, I must notify the Student Housing Services Office. I will be required to provide supporting medical documentation which will be reviewed and verified by the university's KOKUA Program (Manoa office for students with disabilities).
- C. I will not paint my assigned living space or make any permanent changes. I will not use mounting materials that will damage the walls when removed.
- D. I will not make any repairs myself. If I want repairs made, I must submit an on-line service request following instructions at: <https://manoa.hawaii.edu/housing/servicerequest>. If my service request is not responded to in a timely manner after submission, I will notify the hall staff for assistance.
- E. When I vacate, I agree to leave my assigned living space and all of its furnishings and equipment in good order and repair except for reasonable wear, and pay the University the replacement cost of anything missing or damaged from my assigned living space.
- F. If I damage any Student Housing Services facility and/or property, either purposefully or through negligence, my deposit will be applied to the cost of repair. I understand that I am responsible for all charges above the amount of my deposit.
- G. I understand that I am responsible for any damage on my side of the room as designated by my room assignment. If any damage occurs in the common areas of my assigned living area, my roommate(s), suite-mate(s) or apartment-mate(s) and I share the responsibility. I understand that it is my responsibility to negotiate damage accountability with them for common areas. In the absence of agreement by all parties for any different allocation of responsibility, I agree that each roommate, suite-mate, or apartment-mate will be responsible for an equal share of any financial responsibility for damage to a common area(s) within my assigned living space.

VI. Room Assignment and Reassignment

- A. Only the people assigned to my room may reside there. I may have overnight guests occasionally per the Community Standards.
- B. I understand that the University reserves the right to reassign rooms at any time for the sake of individual or group welfare, to accommodate students with special needs, or to consolidate bed spaces for more efficient usage. This may include assigning an additional student to double rooms (tripling) during periods of high demand.
- C. If I have a disability that requires a modification or accommodation, e.g., accessible shower, single room, service animal, personal care attendant, etc., I will provide the KOKUA Program (Manoa office for students with disabilities) with confidential documentation of my disability and related access need(s) for verification purposes by deadline provided on the SHS website.
- D. To reside in on-campus student housing, I understand I must be able to perform my own independent tasks or have an attendant to assist me. I also understand that it is not the responsibility of the University or Student Housing Services to provide personal care attendant services for me. It is my responsibility to arrange and pay for personal care attendant services, if needed. While living on-campus, I am responsible for my own self-care including appropriate personal hygiene, mental health, management of medical conditions or illnesses, and /or disability-related personal needs. I will utilize the various resources available to me for my care, and if I am unable or perceived to be unable to care for myself, and/or place myself and others in jeopardy, I will adhere to an action plan developed for me or leave on-campus housing.
- E. If I am occupying a double occupancy room by myself, I understand that the vacant space must be left clear and contain the appropriate furnishings. I understand that I may be assessed a fee for occupying the unassigned space. I understand that after hall opening, I may be assigned a roommate with a minimum 24 hours' advance notice through my UH email. I understand I may be required to move to another room on 24 hours' notice or pay the higher buyout rate.
- F. All room changes must be authorized by Student Housing Services. If I make an unauthorized room change, I will be charged a fee and may be assessed the room rate for both rooms until either 1) the room change has been authorized and I have completed vacating my assigned original room or, 2) I have moved back to my original room.

- G. If I do not complete my authorized room change within 48 hours, or do not follow the proper procedures for completing this change, I will be assessed a fee for improper room change and will be charged the room rate for both rooms until Student Housing Services verifies that the space has been vacated. If my room key is not returned, I will be charged for the missing key.
- H. If I vacate prior to the end of my contract, I must comply with move-out obligations set forth below in Section XIII, also detailed by Student Housing Services staff. If I am reassigned a room and do not comply with the move-out obligations by the specified deadlines: (1) I will be charged a prorated amount for continued occupancy of the room based on the charges for the room set forth in this contract, (2) I will be assessed an improper checkout fee and other related fees, and (3) my belongings may be boxed and stored at my expense. The University will make reasonable efforts to protect my belongings from damage but shall not be liable for any damage that might occur.
- I. I understand that while residing in Student Housing Services, I may periodically experience ambient noise, inconvenience, and/or impeded access to, or use of, ancillary facilities caused by facility maintenance, construction projects, or university-sanctioned programs which may temporarily negatively impact my living environment.

VII. Entry and Inspection

- A. I agree to allow the University the right to enter my assigned living space during reasonable hours for inspections and to make repairs and/or alterations or to conduct safety checks.
- B. Except in emergencies or where it is impractical, the University will give me 24 hour notification of its intent to enter, and will enter only at reasonable times. I understand that when I, any roommate, suitemate, or apartment-mate completes an online service request, I will not receive any prior notice that staff will be entering my room or apartment.
- C. In cases of emergency where immediate access is necessary, I waive my right to receive advance notice of entry.

VIII. Injury or Property Loss

- A. I understand and agree that the University takes no responsibility for any injury to me or loss or damage to my property. The University will not compensate me for any such injury, damage or loss unless it was solely a result of the University's negligence.
- B. I further understand that the University recommends that I carry appropriate renters' insurance to cover such injury, loss or damage.

IX. Payments

- A. I understand that I must pay the full amount to hold my housing space, of which \$100 will be held in a security deposit account until the end of my contract. I understand that my deposit will be refunded after I vacate, and after deductions have been made for any unpaid damage, replacement or cleaning charges. If necessary, I agree to pay charges in excess of my security deposit.
- B. I agree to pay the room cost, and meals if applicable, for the assignment indicated on my invoice. I understand that I have several payment options for the balance of my housing cost. I may pay my balance using the Line Pay option on MyUH, (VISA and MasterCard credit cards only.) Debit, cash and check payments may be made at the Student Housing Cashier's Office.
- C. If I fail to make payments according to this contract, I may be required to pay for the entire period in which I am actively assigned, and may be evicted and have a judgment against me for unpaid housing costs, late-payment fees, eviction charges, attorney fees, court costs and collection agency fees. I understand that I will be considered to be actively assigned and in possession of my living space until I have fully complied with the move-out procedures, even if I am no longer living in the room, suite, or apartment.
- D. I will pay for any damages to my room, suite, or apartment or its furnishings which result from negligence or misuse by myself or my guests. I understand that I will be held liable for damages and cleaning charges in my room; or common or public areas beyond ordinary wear. I will pay any other charges which arise through my violation of this contract.
- E. If I owe money for room damages or other charges when I vacate, my academic credits may be held, and I will not be able to transfer credits or graduate until I have made full payment. My registration for future semesters may also be restricted or canceled. I also understand that the University may disclose that I owe money, along with other relevant information, to credit bureau organizations. I understand that the University also reserves the legal right to recovery of reasonable attorney fees, court costs and other reasonable collection costs, including payment of collection agency fees and reasonable moving and storage costs.
- F. Other Payment Information
 - a. If I am assigned before the semester begins and fail to move in on time, I understand that I must pay from the beginning of the semester even though I move in late.
 - b. If I am assigned after the semester begins, I understand that I will be charged for prorated room and dining based on the date my assignment begins, regardless of my actual move-in date.
 - c. If I have any questions about my payments, I will contact Student Housing Services or Cashiers Office at the University of Hawai'i at Manoa, before my account becomes delinquent.

X. Dining Program

- A. I understand that my participation in the meal program is mandatory.
- B. Meals are available at either the Hale Aloha or Gateway House residential dining facilities, The Market, or at select venues at the Campus Center. Meals expire at the end of each week. Meal rates are subject to final approval.
- C. I understand the University cannot accommodate all requests for special diets. If I have special dietary needs or other concerns that limits or affects my participation in the mandatory meal program, I must meet with the dining contractor to discuss possible dining options.
- D. I understand that the funds in my Resident Dining Program Account are for use only in University dining facilities.
- E. I understand that I must report the loss of my University student ID immediately and that all unauthorized use of my meal swipes and/or points are my responsibility.

XI. Emergency Closures

- A. After I have moved in, if the University is unable to make my assigned space or provide access to a kitchen or bathroom, available to me for any reason beyond its control, such as, but not limited to fire, flooding, earthquake or utility malfunction, the University shall not be in breach of this Agreement. In such emergencies, the University will attempt, but cannot guarantee, to find an alternative space for me.
- B. After I have moved in, if the University is unable to make my assigned or alternate living space available to me, the University agrees to waive the contract termination penalty for approved contract cancellations.

XII. Contract Cancellations

- A. I understand that it is my responsibility to provide a written notification of a contract cancellation that includes a detailed explanation of why I am terminating my housing contract.
- B. I understand that room and meal plan payments, less penalties and other costs owed, will be refunded only for emergency situations. I agree to provide written verification from appropriate sources.
- C. Prior to Hall Opening
 - a. I agree to pay a minimum cancellation penalty of \$300 for contract terminations received after acceptance of the assignment offer.
- D. After Hall Opening
 - a. I understand that contract cancellations will result in the assessment of the prorated room and meal plan (if applicable) costs, plus a room cancellation penalty of 60% of the remaining rent for the contract period; \$25.00 meal plan cancellation penalty and prorated meal plan.
 - b. I understand that relief from the cancellation penalties will be granted only for the following situations: graduation, and/or if I am not registered at any UH system campus on Oahu, verifiable financial hardship, emergencies that prohibit me from living on campus, study abroad placement, academic dismissal or suspension. I understand that pro-rated rent and meal plan (if applicable) charges will apply.
 - c. I understand that the revocation of my housing contract as a result of behavior/disciplinary action does not release me from my financial obligations to Student Housing Services for the full contract period. Disciplinary action may be taken when violations of any of the parameters outlined in this contract or in the Community Standards occur. When revoking the contract, the Director of Student Housing Services, or their designee, will determine what disciplinary action and fees will be assessed.
 - d. I understand that applicable housing and/or meal plan refunds will be applied to my University account, Refunds, if any, in my University account will be mailed to the address I indicate on my MyUH web portal. Money received from federal financial aid programs will be returned to the program.

XIII. End of Occupancy

- A. I agree to thoroughly clean my assigned living space and any University-provided furnishings and appliances assigned to me, and remove all personal belongings before I leave, in accordance with specified cleaning guidelines of my assigned residence.
- B. Student Housing Services will inspect my assigned living space before I turn in my keys. Charges for damage and cleaning costs will be billed to my account. I agree to pay such damage and cleaning charges.
- C. I will be completely moved out by August 11, 2023 or earlier if I choose to terminate my housing before then. If I am not, I understand that property I leave behind when the halls close for the semester, or if I check-out prior, will be considered to be abandoned. These items will be inventoried, packed up by Student Housing Services staff and stored. A letter and a copy of the inventoried items will be sent to me at my home address and/or to my hawaii.edu email address. I understand that I will have thirty (30) calendar days from the date of the letter to claim my property, and that should I not retrieve my items within the time limit, these items will be donated to a local charity or disposed. I understand that I will be assessed a fee for packing and storing my abandoned items, and that I will be responsible for any cost associated with re-claiming my items. I will update my forwarding address on MyUH prior to vacating.