

**University of Hawaii at Mānoa
Student Housing Services
2023–2024 Residence Hall & Apartment Contract**

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 crises may impact my on-campus housing experience in the 2023-2024 academic year. 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.

By signing this contract, I accept my student housing assignment for Academic Year 2023-2024. I agree to respect and adhere to all policies and procedures pertaining to the University of Hawaii at Mānoa Student Housing Services outlined in this contract, the Community Standards (<https://manoa.hawaii.edu/housing/communitystandards>), 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 have been accepted as a student at the University of Hawai'i at Mānoa. 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 and Apartments, I understand that I must vacate within three days of my change in status to a non-registered student.
- B. I will be a full-time student, (12 credits-undergraduate; 8 credit-graduate or professional program per semester), in a classified program of study and will remain eligible under all applicable University rules and regulations throughout my housing contract period. I will be subject to all applicable cancellation penalties if I fall below full-time student status and terminate my housing contract.

II. Housing Contract Term

- A. I understand the term of this housing contract begins on the earlier of (a) my assigned Fall 2023 move-in date (August 15, 16, or 18) or (b) when the University permits me to take occupancy of the space and ends on **May 11, 2024 at 12:00pm**. I understand that I am financially liable for the entire term of this Contract regardless of the date I move in or am physically present.

- B. I understand that move-in is scheduled to take place between **August 15th, 2023** and **August 18th, 2023**. I agree to monitor my UH email for correspondence from Student Housing Services regarding my assigned move-in date and time.
- C. I understand the University has made no commitments about future housing beyond this contract.

III. Contractual Obligation

- A. I understand that a \$400 reservation fee is required at the time of contract signing to secure on-campus accommodations. If I fail to take occupancy of the room assigned to me, I accept that my reservation fee will be forfeited in its entirety.
- B. I accept the hall and accommodation type assigned to me and agree to participate in the meal program which is required for all residence hall contracts. Apartment-style accommodations at Hale Wainani are excepted from the meal program requirement.
- 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. I understand this contract may not be transferred or assigned to another person.

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 student housing 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/Suite/Apartment Condition Form for my assigned living space within 24-hours of move-in, room transfers, 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 (Mānoa 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 online 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 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 (Mānoa 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 a \$400 reservation fee to secure on-campus accommodations. If I fail to take occupancy of the space that has been assigned to me, which I've accepted, I agree to forfeit the reservation fee in its entirety. If I assume occupancy, \$100 of the reservation fee will be converted to a refundable security deposit and \$300 will be applied to my remaining housing balance. The portion held as a security deposit will be refunded at the conclusion of the Contract term less any charges for damages and administrative fees.
- 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 room cost and or damages to my living space. I may pay my balance using the Line Pay option on MyUH, (VISA and MasterCard credit cards only.) Debit/credit card, cash and check payments may also be made at the Student Housing Cashier's Office. Mailed payments must be RECEIVED by the appropriate payment deadline.
 - a. **Option 1 - Payment in Full:** My housing balance is due by 4:00p.m., **August 17, 2023**. Please use the Line Payment method to pay for housing rent and meal plan charges.
 - b. **Option 2 - Financial Aid:** If I am a confirmed financial aid recipient, the aid I receive will be disbursed to my university account beginning **August 11, 2023**. Payment of my remaining balance not covered by my financial aid will be due on or before **August 17, 2023**.
 - c. **Option 3 - Insufficient Financial Aid:** If I do not have confirmed financial aid or cannot pay in full by **August 17, 2023**, I am encouraged to sign up for the University Payment Plan as soon as I am registered for the Fall semester. (Students eligible for the UH payment plan must not owe a balance greater than \$200 from a prior term and/or have not been referred to a collection agency AND have a balance greater than \$300 and are registered for the upcoming Fall or Spring term.)
- 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. Any delinquent account may also be referred to the State Tax department for tax setoff. 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. I understand that the housing cost will be split into two separate billing and payment terms. Rent for the Fall term covers the period from hall opening to **January 1, 2024** (night of December 31, 2023); rent for the Spring term covers the period from **January 1, 2024** to **May 11, 2024** (night of May 10, 2024). Meal plan cost for the Fall term covers the period from hall opening to **December 16, 2023**. Meal plan cost for the Spring term covers the period from **January 7, 2024** to **May 11, 2024**.
 - d. If I have any questions about my payments, I will contact Student Housing Services or Cashiers Office at the University of Hawai'i at Mānoa, before my account becomes delinquent.

X. Dining Program

- A. I understand that my participation in the meal program is mandatory for those assigned to the residence halls and optional for apartment residents.
- 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; points may be used at designated campus retail outlets. Meals expire at the end of each week; unused points will expire at the end of the spring semester.
- 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 my unused retail points are non-refundable and non-transferable and that any balance in my dining account at the end of spring semester will NOT be refunded to me and will NOT be rolled forward to any future contract period.
- E. I understand that the funds in my Resident Dining Program Account are for use only in University dining facilities.
- F. 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 alternative space for me.
- B. After I have moved in, if the University is unable to make my assigned or alternative living space available to me, the University agrees to waive the contract termination penalty (only), 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, and that balances will not be refunded after **May 1, 2024**.
- C. Prior to Start of Contract Term
 - a. I understand that If I cancel my housing contract before my contract start date, my \$400 reservation fee will be forfeited in its entirety. Payments made in excess of the required reservation fee will be refunded without penalty.
 - b. Students that fail to cancel their contract prior to the start of the Contract Term, and do not move-in to the space they have accepted, will be subject to cancellation penalties noted in Section D below.
- D. After Start of Contract Term
 - 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; a \$25 meal plan cancellation penalty; and prorated meal plan refund up to **May 1, 2024**.
 - 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, emergencies that prohibit me from living on campus, study abroad placement, academic dismissal or suspension. I understand that prorated 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 after 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 **May 11, 2024 at 12:00pm** 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 of. 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.