First-time applicants should pay a refundable maintenance Deposit Fee of AED 1000. Submitting the Housing Application Form along with the required fee does not guarantee that a room will be assigned, as this is subject to availability. All applications are subject to being processed on a first-come, first-served basis.

- Note: Applicants who cancel their room reservations after the deadline set by the Student Residential Life Department will be charged AED 500, which will be deducted from the Maintenance Deposit Fee.
- The university reserves absolute rights in changing room configuration and reassignment of space as it deems necessary. Moreover, it also reserves the right to relocate students to other rooms for consolidation purposes in order to generate availability of room space.
- The resident student bound by the agreement terms is only eligible to occupy the space assigned. Under no circumstances is a resident student allowed to rent or share this space with a third party.
- Students whose financial aid application has been accepted by AUS are liable to apply only for sharing rooms in men's residential halls and sharing rooms in women's residential halls.

# Housing Agreement

This agreement will be deemed effective when signed by the student, provided that he/she is enrolled as an AUS student and the Housing Application Form has been received beforehand by the Student Residential Life Department.

# 1. General

The purpose of this agreement is for housing in the university residential halls. This is a contract between the student and the university residential halls whereby the student agrees to settle all finance and the other charges applicable unconditionally. This agreement is binding for the student and constitutes his/her obligation to pay the university all the applicable charges for the right of occupancy in the university residential halls. Nevertheless, all room assignments exclude fall and spring vacation periods, the period between semesters, and/or periods when the university is officially closed.

# 2. Occupancy of Space

Through the Right of Occupancy mentioned hereafter in this agreement, the student will have the right to inhabit the assigned space in AUS residential halls as well as the right to the shared use of common facilities existing in the building (residential hall) where the space is allocated for her/him.

# 3. Checking into Residential Halls and the Requirements for Lodging

Students are allowed to check into their allocated space five days prior to the first day of classes for fall and spring semesters and two days for summer session. Those wishing to check in prior to the official check-in date should submit a written request to the Student Residential Life Department four weeks preceding that date. Such requests are subject to unconditional approval/refusal and those students approved for early arrival may be charged additional fees during their stay. Early check-in fees will be outlined upon request approval. During these early checkin periods, students should anticipate a lesser degree of staffing and services (e.g., housing, maintenance, etc).

- Full payment of residential hall fees is due before the first day of classes.
- Access to rooms in the residential hall will be contingent upon submission of payment receipt from the university cashier.
- In case a housing hold has been placed on a student due to a violation of the AUS Student Code of Conduct, the student will not be able to check into his/her room until the hold is removed.

# 4. Student Housing Agreement Cancellation/Withdrawal from Residential Halls

• Students who wish to cancel their room assignment should submit a written notice specifically to the Student Residential Life Department by fax, mail or in person. If the withdrawal takes place after the residential halls' specified opening date, the following refund policy will apply:

Withdrawal Period		
During Fall and Spring Semesters	During Summer Term	Refund
Withdrawal during the first week from the residential halls opening date	Withdrawal during the first two days from the residential halls opening date	90% of Room Fee
Withdrawal during the second week from the residential halls opening date	Withdrawal during the first four days from the residential halls opening date	70% of Room Fee
Withdrawal during the third week from the residential halls opening date	Withdrawal during the first six days from the residential halls opening date	50% of Room Fee
Withdrawal after the third week from the residential halls opening date	Withdrawal after the first six days from the residential halls opening date	No Refund

**The above refund policy would not apply in case of** academic or disciplinary dismissal or suspension during the semester. Moreover, if a resident student joins an external academic program, the refund policy will be at the discretion of the AUS Finance Department.

# 5. Termination of Contract Situations

This contract can be terminated by the AUS Student Residential Life Department unconditionally due to any of the following conditions:

- **A. Change in Student Status:** Should a student at any time cease to be enrolled as a full-time AUS student, the agreement shall be terminated simultaneously without notice, such notice being hereby waived. In such case, the refund policy stated in Article 4 of this agreement will apply.
- **B. Disciplinary Action:** If a student violates any of the terms and conditions of this agreement, and particularly those stated in Article 6, the student may be given written notice by the university to quit and vacate the residential hall according to Conduct Council decrees. Upon such decree, as implemented in writing by the Vice Provost for Student Life (VPSL) or designee, this agreement may be terminated.
- **C. Student Behavior:** If a student exhibits behavior or a mode of living that is determined unethical by the Office of Student Affairs management, then this agreement may upon due notice be terminated unconditionally by the university. In such cases, the refund policy may not be applicable although charges may be incurred.
- **D.** Failure to Check-In: If a student fails to claim his/her space by checking in prior to the first day of classes, this agreement will be considered null and void, unless the Office of Student Affairs has received a written notice of student's late arrival.
- **E.** Failure to Vacate Space: If the agreement is terminated as provided above in A, B, C or D, the student must vacate the space on the effective date of termination. If the student fails to quit and vacate, the university shall be entitled to immediate possession of the space and to take all summary action to secure possession without any other or further notice of any kind to the student, applicable law or otherwise, such notice being expressly waived. The university may then, without notice to the student, enter, take possession of, and re-let the space. The university is further irrevocably authorized, on behalf of the student, to remove and to store the student's belongings without any liability on the part of the university for damage or loss. In that event, the university will make no charge for the first three weeks' storage; thereafter, storage charges shall occur at the rate AED 100 per week for the next five weeks; and at the end of an eight-week period the university is irrevocably authorized, on behalf of the student, to dispose of these belongings in any manner that it shall deem fit without any obligation to make payment of any kind to the student resulting from such disposition, damage or loss. In connection with disposition of such property by the university, it is expressly agreed by the student with the university as a condition of this agreement that the value of student's belongings is AED 200 or less.
- **F. Future Housing Obligations:** A student who is dismissed from a university residential hall may be utterly deprived housing in residential halls subject to university decisions.

# 6. Student Conduct while Residing in the Residential Halls

#### Curfew:

During the week (Sunday, Monday, Tuesday and Wednesday), all residents are expected to be in their
respective halls by 12 midnight. During weekends, (Thursday, Friday and Saturday) they must be in by 1:00
a.m. Curfew violations will be managed by Student Conduct and Conflict Resolution. Curfew timings may be
adjusted to match extended library hours announced by the University Librarian during study period and exams.
During official holidays and the holy month of Ramadan, curfew hours will be announced by the Senior Manager
of Student Conduct and Conflict Resolution.

# Students should:

- Take care of the assigned space, and at the end of the agreement, endeavor to hand it over in as good condition as received. Inspections for room space will take place as stated in Article 7.
- Conform and comply with all laws, regulations and ordinances of the local and federal laws of the UAE.
- Abide by university policy, the AUS Student Code of Conduct and the regulations of the university residential halls set forth in the AUS Student Handbook and updated official notices declared in due time.

#### Students should not:

- Violate published rules governing university residential halls, nor use the space for any disorderly purposes, or in such a manner as to interfere with the rights of other students in their academic pursuits. Such violations may subject students to be summoned before the Conduct Council for disciplinary action.
- Damage the space or furnishings (including common areas), aside from reasonable wear and tear. If such loss or damage occurs, the student will be billed for repair or replacement costs. In the event the individuals responsible for such damage cannot be identified, all resident students served by the immediate vicinity common areas will be assessed for such repair and/or replacement costs.
- Have pets in their rooms.

#### 7. Maintenance of Space Access

The university employees and/or contract service providers shall provide at scheduled times general maintenance of assigned spaces in terms of cleaning and repairing. During the semesters and vacations, routine maintenance and cleaning will be done on schedules developed by the university. Students shall inform the residential halls staff of any special maintenance or repairs required. A maintenance or repair request acts as a permission to access assigned student space without prior notice, provided, however, that entry for the purpose of making requested repairs or alterations should be at reasonable times. AUS departments will take care of such damaged items as rapidly as can be accomplished. It is usually not possible to give a precise time when such maintenance or repairs will be carried out.

Authorized university agents or employees have rightful access to assigned space without prior notice in cases of emergency, damage, personal injury, safety, health or casualty. In addition, authorized staff members of the Office of Student Affairs and/or Security may access a student's space in situations where there is probable cause to believe that a violation of law or university regulations has taken or is taking place. In such circumstances, if the concerned occupant denies access, authorized staff members of the Office of Student Affairs and/or the Security shall have forceful right of access to that space. To ensure that proper care is being taken of the space, the university's authorized agents and employees shall have the right, after having first given reasonable notice, to enter and/or to inspect the space from time to time.

#### 8. Damages to Property or Persons

American University of Sharjah shall not be liable for any loss or damage to property resulting from fire, casualty or personal injuries occurring within the space or for any other causes unless such damages, losses or personal injuries are caused directly by or result from the proven negligence of the university's agents or employees.

### 9. Lost or Non-Returned Access Cards

AED 50.00 will be charged for non-returned, physically damaged or lost access cards. Such charges may be assessed at any time during the student's residence.

#### **10. Space Clearance Procedure**

When leaving the residential hall at the end of the year or when terminating housing during a year, the student agrees to check out officially with a member of the university residential hall staff, and to turn in the access card(s) upon check out. Charges for non-returned access cards are noted above in Article 9. The student must also leave his/her space clean and remove all his/her personal items upon check out. A student leaving the residential halls before the expiry of the assignment validity must notify the Student Residential Life Department in writing of such intent prior to leaving.

### 11. Storage

Storage rooms are available in all residential halls. Students need to check with their Senior Residential Halls Supervisor regarding the space availability for storing their belongings during semester breaks. Stored items must be properly boxed and clearly labeled with the student's name and ID number. The university does not insure stored items and assumes no liability for them. During any semester, if a resident fails to join the university, the Student Residential Life Department holds the right to vacate his/her room, and place personal belongings in the storage area. If a student's belongings remain unclaimed for more than eight weeks, the Office of Student Affairs reserves the right to donate these items to charity. The Student Residential Life Department will not be responsible for any student belongings left or stored in the residential halls during semester breaks and periods when the university is officially closed. Kindly refer to the Student Handbook for further details on leaving personal belongings in the residential hall.

### 12. Validity of Agreement

The terms and conditions of this agreement remain valid as long as the student continues to stay in the residential halls by renewing his/her housing contract each semester/session. The contract expires if the student cancels the room assignment or it is terminated as per Article 5 of this agreement.

# Housing Agreement Renewal

- All the terms and conditions mentioned above in the Housing Agreement are applicable in renewal.
- Students should submit the renewal application through Banner within the restricted period set for applying.
- A student who fails to re-apply within that period will lose his/her assigned room space and may not be admitted to the residential halls during that upcoming session/semester.
- Upon renewal, a student will be charged for the full residential hall fee set for that particular space.
- Applicants who cancel their reservations after the deadline set by the Student Residential Life Department will be charged AED 500, which will be deducted from the Maintenance Deposit Fee.
- The refund policy for withdrawal after checking in remains as noted above.