

2020-2021 Residence Hall & Apartment Housing Agreement

Please note: this agreement covers the entire reservation period designated in the Student's Housing application process. The Student is responsible for ALL ROOM RENT, MEAL PLAN AND FEES for that period.

This Housing Agreement (the "Agreement") is a legally binding contract between you (the "Student") and the University of Utah (the "University") Housing & Residential Education (HRE) department. Please read and understand all of the terms of this Agreement. If there is any part of this Agreement which you do not understand, please contact HRE for further information.

As part of the application process, the Student must provide certain information designated on the housing application webpage, which must be accessed through *Housing U* on Student's Campus Information System (the "Housing Application and Documentation"). This Agreement incorporates your responses in the housing application and documentation and becomes effective upon your acceptance of this Agreement and HRE's receipt and acceptance of the housing application and documentation. HRE reserves the right to deny the application if the applicant was previously evicted from the University Student Apartments, or Housing & Residential Education. This Agreement is to be accepted electronically online. Occupation of a housing unit shall also be deemed to be acceptance of the terms of this Agreement.

1. **Summary of Terms:**

- a. **Room:** "Room" shall be the room assigned to the Student.
- b. **Residence Halls:** "Residence Halls" include Chapel Glen, Gateway Heights, Officers Circle, Sage Point, Kahlert Village, and cluster spaces (single and double rooms) in Lassonde Studios.
- c. **Apartments:** "Apartments" include Benchmark Plaza, Downtown Commons 1, Downtown Commons 2, Donna Garff Marriott Honors Residential Scholars Community, Shoreline Ridge, loft and pods communities in Lassonde Studios, and Block 44.
- d. **HRE Facilities:** "HRE Facilities" include all buildings owned and/or managed/leased by HRE in which students reside.
- e. **Rates & Dates Sheet:** the "Rates & Dates Sheet" is a form that is published on HRE's website at <https://housing.utah.edu/applyreserve/rates-n-housing-account/> for each academic year and summer semester. The Rates & Dates Sheet is published for residence halls and apartments, and includes

important information about the specific rates and dates applicable to this contract and MUST be read in order for the Student to fully understand his or her rights and obligations under this contract.

- f. **Reservation Period:** a "Reservation Period" is selected in the housing application process and is either:
- i. The full academic year, including fall and spring terms, for students who reserve housing that would start at the beginning of fall semester or during fall semester
 - ii. The spring semester only, for students who reserve housing for spring academic semester only
 - iii. The summer term only, for students who reserve housing for summer semester only.

Accordingly, the Student is responsible for ROOM RENT, MEAL PLAN AND FEES for either:

- (a) The full academic year as described in the Summary of Terms
- (b) The spring semester only as described in the Summary of Terms
- (c) The summer term only as described in the Summary of Terms

- g. **Commencement Date:** "Commencement Date" shall be either:
- i. Fall semester move-in day, if the Student reserves housing for the full academic year
 - ii. Spring semester move-in day, if the Student does not live on campus during fall semester and reserves housing for only the spring academic semester
 - iii. Summer semester move-in day, if the Student reserves housing for only the summer academic semester
 - iv. An agreed upon date between the Student and HRE. A student moving in after the previous commencement date is responsible for the remainder of the contract.

Each "Move-In" date is listed on the appropriate Rates & Dates Sheet

- h. **Expiration Date:** "Expiration Date" shall be either:
- i. Move-out day for the spring semester, if the Student reserves a room for the academic year or spring semester only.
 - ii. Move-out day for the summer semester, if the Student reserves a room for only summer semester.

- iii. Each "move-out" date is listed on the appropriate Rates & Dates Sheet.
 - i. **Execution Date:** "Execution Date" shall be the date and time this contract was electronically agreed to online as evidenced by the time and date stamp.
 - j. **Cancellation Deadline:** "Cancellation Deadline" shall be the date listed on the appropriate Rates & Dates Sheet.
 - k. **Fees:** The following charges (the "fees") must be paid by the Student:
 - i. Rent Fees: Rent due as listed on the Rates & Dates Sheet.
 - ii. Meal Plan Fees: Students living in the residence halls are required to purchase a meal plan. Students in apartments are not required to purchase a meal plan, but may opt to do so. The Student will be able to select and purchase a meal plan as part of the reservation process. Meal Plan fees are due as listed on the Residential Meal Plans Rates & Dates Sheet.
 - iii. Dues: Non-refundable dues are due at the start of each semester including, but not limited to, RHA fees and LLC dues.
 - iv. Application Fee: The non-refundable, one-time application fee is \$130. Payment of this fee does not guarantee you a room.
 - v. Reservation Fee: is \$200 and is applied towards termination fees prior to occupancy as applicable and/or first month's rent.
 - vi. Termination/Cancellation Fee: is determined by the Termination/Cancellation Fee Schedule posted on the HRE website, detailed in *Section 19* of this document and as explained on the Rates & Dates Sheet.
 - l. **Additional Charges:** Charges are established from time to time by HRE for incidental costs including, but not limited to, lock changes, common area damage, public vandalism, repair of damaged property, etc. Charges will change based on the different properties.
 - m. **Due Dates:** Due dates for the Rent Fees, Meal Plan Fees and Dues are listed on the appropriate Rates & Dates Sheet.
2. **Use of the Room:** Upon the Commencement Date, HRE grants to the Student the right to use and occupy the Room assigned to the Student and the adjoining bath area (if applicable). The Student may also use the halls, corridors, living area, shared bathroom and other common areas within the building their Room is located. The Student accepts the Room "AS IS" and acknowledges that the Room and its furnishings are in good condition and repair. The Move-In Guide provides additional information and policies regarding the use of space.
3. **Term:** The term of this Agreement begins on the Term

Commencement Date and ends on the Expiration Date.

- i. Except as provided below, the Residence Halls are unavailable for occupancy during the Winter Break, May Break and August break (as defined on the Rates & Dates Sheet) and students will not have access to their Room.
 - a. Students who have signed up for the contract period following the May Break and/or August Break, and who pay an additional fee (per break), may remain in their Room for the May Break and/or August Break.
 - b. Students living in Shoreline Ridge, Benchmark Plaza, Downtown Commons, Block 44, and Lassonde Studios (both apartment and residence hall spaces) may remain in their Room during Winter Break.
 - c. For an additional fee, students living in Kahlert Village may remain in their Room for Winter break.
 - d. Students living in Sage Point, Chapel Glen, Gateway Heights, and Officers Circle may stay at the University Guest House during Winter Break by signing up and paying for a room at the Guest House.
4. **Payment of Fees and Charges:** The Student agrees to pay all Fees as specified in the Summary of Terms. Housing and Meal plan fees are due on the same date as tuition. The Student may submit payment electronically through the Student's CIS account, or in person to the Cashier's Office. Payment plans can also be engaged as outlined by Income Accounting and Student Loan Services. Rent Fees and Meal Plan Fees are non-refundable except under limited circumstances as described in *Sections 19* and *Section 20* below. In addition to the Fees, the Student may also be subject to certain Additional Charges. Additional Charges, other Fees and notices will take place in your CIS tuition and housing bill account. Although HRE does not anticipate any change in the Fees, HRE reserves the right to adjust the Fees at any time due to unforeseen circumstances, provided that HRE shall not increase the Fees to be paid by the Student under this Agreement by an amount greater than 5%, except as explicitly required by the University's President or its Board of Trustees.
5. **Application Fee and Reservation Fee:** The Application Fee is a nonrefundable, one-time fee. The Reservation Fee will be held by HRE (without interest) from the time the room is reserved until the Commencement Date, when it will be applied against the Rent Fee owed by the Student. If the Student has paid a reservation fee and

cancels their contract, the reservation fee will be applied against the cancellation fee owed.

6. **Compliance with Laws, Policies and Rules:** Throughout the term of this Agreement, the Student shall comply with all applicable state and federal laws and all rules and policies of HRE and of the University. Without limiting the foregoing, the Student agrees to review and comply with all rules and policies stated on the HRE website (<https://housing.utah.edu/living-the-u/resident-policies-responsibilities-2/>), the University of Utah Student Code, the Rates & Dates Sheet and all other applicable HRE and University policies. These same obligations apply to students placed in a temporary housing location for any reason. The Move-In Guide provides additional information and policies regarding expectations associated with living on campus.
7. **Conditions of Residence:** In addition to all other rules, conditions and policies applicable to the Student under this Agreement, the Student specifically acknowledges and agrees to abide by the following conditions:
 - i. **Registration as Student of University:** The Student must be a matriculated student of the University throughout the term of this Agreement. To be eligible to live in HRE Residence Halls and Apartments, the Student must be registered for a least one credit hour in the summer, 12 credits as an undergraduate in the Fall and Spring, or 6 credits as a graduate student in the Fall or Spring each reservation period they occupy their Room. The Student may appeal this requirement by filing for an exemption online <https://housing.utah.edu/apply-reserve/process/> If the Student drops below the minimum credit requirement, is suspended or dismissed from the University, or if the Student withdraws from the University, this Agreement will terminate. Under these circumstances, the Student may be eligible for a refund of some portion of the Fees as described in *Section 19* below. The Student must notify HRE within 72 hours of dropping below the minimum credit requirement or no longer being a registered student and take action to terminate this Agreement. The Student must vacate their Room within 72 hours of dropping below the minimum credit requirement, suspension, dismissal or withdrawal.
8. **Periods of Occupancy:** The Student may not check into their Room prior to the Commencement Date. The Student must check out of their Room with an authorized HRE representative on or before the

Expiration Date. Students must also vacate their Room during breaks as provided in Paragraph 3 above. Failing to vacate as required will result in a daily penalty charge. In addition, HRE in conjunction with the State of Utah's Attorney General's Office, may begin eviction proceedings.

9. **Prohibition on Guests**: The Student shall not have any overnight guests in the Room, except as permitted by the policies detailed on the HRE website <https://housing.utah.edu/living-the-u/resident-policies-responsibilities-2/>
10. **Entry by HRE**: HRE reserves the right to enter the Room at any time as necessary to perform the following functions:
 - i. To inspect and confirm the Student's compliance with the terms of this Agreement
 - ii. For the protection of health and safety
 - iii. For emergencies
 - iv. To perform maintenance, repairs, improvements, or energy conservation efforts as HRE deems necessary
 - v. When a staff member has knocked and been invited in
 - vi. When the door or window is open and a violation of Student Conduct Codes and/or University policies is in plain view.
 - vii. Additionally, access will be granted to any law enforcement officer possessing a valid search or arrest warrant.HRE will make reasonable efforts to provide advance notice of any entry, except under emergency circumstances.
11. **Personal Property**: The Student shall be solely responsible for safe keeping of the Student's personal property in the Room and the HRE Facilities. HRE assumes no responsibility or liability whatsoever for any loss, destruction or damage to personal property of the Student, unless such loss is due to the sole negligence of HRE. The Student is advised to purchase a separate policy of "renters insurance" or other property insurance covering personal property of the Student. Students living in some off-site properties (such as U of U at Block 44) may be required to purchase Renters Insurance as a condition of occupancy.

The Student shall remove all personal property from the Room and HRE Facilities on or before the Expiration Date. Any personal property belonging to the Student remaining in the Room or on HRE Facilities premises after the Expiration Date shall be deemed abandoned by the Student and may be disposed of by HRE at the Student's expense. HRE may, at any time, enter the Room and remove any personal

property of the Student which creates a nuisance, is hazardous or is otherwise prohibited by this Agreement or University policies.

12. **Health and Safety:** The Student shall not use the Room or HRE Facilities in any manner which may cause a nuisance, fire hazard or other risk to health and safety of residents or engage in activity that may be disruptive to other residents. For these reasons smoking, pets (other than fish in a 10 gallon tank or smaller), explosives, weapons (except as permitted by Utah law), water furnishings, and other items presenting a risk to health or safety (as determined in HRE's sole discretion) are not permitted in the Room or HRE Facilities. Emotional support animals are allowed only as an approved accommodation through the Center for Disability and Access to residents with disabilities. The Student, at all times, shall abide by all fire and safety regulations of the University and other governing authorities.
13. **Condition of Room and Damage to University Property:** The Student shall maintain the Room in a clean, sanitary and orderly condition throughout the term of this Agreement. The Student shall not make any repairs or alterations to the Room, its furnishings or fixtures or the HRE Facilities without the prior written consent of HRE. The Student shall promptly report any damage to the Room or the HRE Facilities to HRE.
14. **Return of Room:** Upon termination of this Agreement, the Student shall complete all HRE checkout procedures and return the Room, the HRE Facilities and all University property (including, but not limited to, all furnishings, internet access ports and keys) to the University in the same condition as received by the Student (normal wear and tear excepted). The Student shall pay any costs to clean, repair, replace or restore the Room and/or other University property to the extent such damage is caused by the Student or the Student's guests. Damage that occurs in common areas will be assessed to the person(s) responsible for the damage or may be divided among all occupants of the suite/apartment if the responsible party cannot be identified.
15. **Business Activities:** The Student shall not conduct any business or other commercial activities within the HRE Facilities without HRE, and if required an academic partner's, written consent.
16. **Services Provided:** HRE shall provide electricity, gas, water, sewer, and trash. HRE also provides technology connections (i.e. internet), however, services may vary by location. These items are included in the Rent Fees. The Student shall not be entitled to any

refund of Fees and University shall not be liable to the Student for any damage to persons or property that may arise as a result of any interruption or non-continuation of such utilities, including, but not limited to, damage to computers, appliances, equipment or other devices. Services do vary based on the property location. Not all locations provide the same services and/or fees.

17. **Room and Roommate Assignments:** The Student may request a room assignment. However, HRE makes no guarantee regarding the Student's assignment to any HRE Facilities, Room or roommate. HRE reserves the right to make room and roommate assignments as HRE deems necessary. Room assignments may be denied, reassigned or canceled by HRE at its discretion and at any time for reasons of health, safety, discipline, optimization of space or other reasons. Reassignment may include accommodations within the community such as the University Guest House or off-campus hotel. All room assignment changes must be approved in advance by HRE. If the Student changes room assignments without approval from HRE, the Student will be assessed a penalty charge up to \$150 and will be required to move back to the assigned Room. No room assignment changes will be allowed during the first two weeks and/or last two weeks of each semester, unless specifically authorized.
18. **Meal Plans:** All students residing in Residence Halls are required to participate in a University Dining Services Plan. Rules and policies regarding participation in the Dining Services Plan are set forth in the Residential Meal Plan Rates & Date Sheet. Students in Apartments have the option of choosing a meal plan. Exempted meal plans are pro-rated based on a daily rate starting with the date of exemption approval.
19. **Termination by Student:** The Student must provide HRE with written or electronic notice (as provided in *Section 34*) of any intent to terminate this Agreement. Except as provided below, termination prior to the end of Term of this Agreement shall result in the following:
 - i. The obligation to pay a prorated portion of Rent Fees and Meal Plan Fees through the date that the Student vacates the Room
 - ii. Pay a Termination Fee as determined by the Termination Fee Schedules provided on HRE's website <https://housing.utah.edu/moving-in-out/moving-out/>. If the Student fails to vacate their room by a date agreed upon with HRE they will also be assessed an additional daily penalty charge of \$100/day and the formal eviction process will begin.

iii. Please note that HRE does not prorate Rent Fees or Meal Plan Fees during the last two weeks of each semester.

20. **Withdrawal and Cancellation Fees and Schedule:** For students who submit a contract withdrawal or contract cancellation, fees may apply. A detailed schedule of fees can be found on Housing & Residential Education's website, <https://housing.utah.edu/moving-in-out/moving-out/>. If the Student withdraws from the University, HRE will verify the enrollment status of the Student with the University to confirm the appropriate contract termination type was selected. If the Student did not check in or does not occupy their Room 10 days after Commencement Date, the contract will be terminated.

The Student may terminate this Agreement under the following circumstances and conditions:

- a. For any reason within 72 hours from the date and time of reservation (all fees refunded).
- b. At any time up to the first Cancellation Deadline (Fall Semester-May 1, Spring Semester-December 1 (reservation fee refunded, no Termination Fee).
- c. If the Student withdraws as a matriculated student from the University at the completion of a Term (fall semester, etc.). The Student must provide HRE with 30 days' notice before the last day of the Term. If 30 days' notice is not provided, the Student will be charged a \$580 Termination Fee. Students terminating their contract after the fall semester must vacate their room no later than the designated move-out day on the Rates & Dates Sheet.
- d. If the Student withdraws as a matriculated student from the University during the Term. To avoid a \$580 Termination Fee, the Student must provide HRE with 30 days' notice of their withdrawal and move-out date.
- e. If the Student marries. To avoid a \$580 Termination Fee, the Student must terminate this Agreement and provide required proof of marriage to HRE with at least 30 days' notice of move-out date.
- f. If the Student is called to active duty by the military. To avoid a \$580 Termination Fee, the Student must terminate this Agreement and provide proof of deployment to HRE with at least 30 days' notice of move-out date.
- g. If the Room becomes uninhabitable due to fire or other casualty not resulting from the negligence or intentional action of the Student. The Student shall not be entitled to a refund of the non-refundable Fees or to any Fees owing up to the date the room becomes uninhabitable.

h. For reasons other than those specified in *Section 20(a-g)* above upon submission of a Termination Request to HRE. HRE, within its sole discretion, may waive some or all of the Cancellation Fee. Unless waived, the Student shall pay the Cancellation Fee as outlined according to HRE's fee schedule located on HRE's website. Students who have pending conduct charges will be responsible for the entire Contract Cancellation Fee if they are evicted as part of their sanction. Students terminating their contract at the end of the Fall Semester must vacate their room no later than the designated move-out date on the Rates & Dates sheet for the Fall Semester. If the Student fails to terminate contract or fails to vacate the room in a timely fashion, as provided above, none of the foregoing circumstances will relieve the Student of the obligation to pay the Cancellation Fee.

21. **Appeal:** The Student may appeal HRE's determination concerning an early termination of this Agreement by submitting a "Contract Appeal" form within 30 days of the date that the Student vacated their Room. To succeed on appeal, the Student must satisfy one of the specified reasons stated on the appeal form. The form is located on HRE's website <https://housing.utah.edu/moving-in-out/moving-out/>

22. **Termination by HRE:**

i. HRE may terminate this Agreement for cause under the following circumstances

- a. The Student fails to comply with any material term of this Agreement, including, but not limited to, failure to pay Fees or failure to comply with any of the policies, procedures and requirements incorporated herein.
- b. The Student abandons or otherwise fails to consistently occupy the Room (fails to occupy for a 10-day period and/or fails to pick up the key) during the term hereof.

ii. In the event HRE terminates this Agreement for cause, HRE shall have no obligation to refund any Fees or other amounts previously paid by the Student, and HRE may take any or all of the following actions:

- a. If the Student fails to occupy (whether they are a registered University student or not), the Student will be charged the prorated housing and/or meal plan through the end of the ten day period and will be assessed the Agreement Termination Fee.
- b. If the Student has occupied the Room, order the Student to vacate. If the Student fails to timely vacate the Room,

proceed with eviction of the Student pursuant to applicable laws of the State of Utah and University policies.

- c. Recover all Fees, damages and other amounts owed by the Student, including attorney's fees and costs associated with an eviction or collection.
- d. Utilize any and all other available remedies, including equitable and legal, judicial and/or administrative relief.
- e. Refer the Student to the Dean of Student's Office for discipline under the Student Code.
- f. Deny the Student any future request for University housing.

iii. HRE may terminate this Agreement, without cause, if the Room or HRE Facilities become uninhabitable due to fire or other casualty, for purposes of public health or safety, or for other reasons outside of HRE's reasonable control. If HRE terminates this Agreement without cause and the Student has complied with all material terms of this Agreement, HRE shall return Fees paid by the Student (except non-refundable Fees) on a prorated basis.

23. **Assignment and Subletting:** The Student shall not assign, sublease or transfer any interest in this Agreement to any person without HRE's prior written consent. Any assignment of the Student's interest in this Agreement will not release the Student of the Student's obligations hereunder.

24. **Uncontrollable Circumstances:** The University shall not be in default of this Agreement if delays in or failure of performance shall be due to circumstances beyond the reasonable control of the University. Such circumstances shall include, but are not limited to, acts of government or similar authorities, public health emergency, fire, flood, terrorism, earthquakes, weather, riot, civil disturbance, police action or similar events beyond the University's reasonable control. In the event of an uncontrollable circumstance, the University shall immediately notify the Student and shall resume performance of its obligations immediately upon cessation of the uncontrollable circumstance.

25. **Limitation of Liability:** The University and HRE will not be responsible for any personal injury or damage to property of the Student caused by roommates, other students, guests or any other third party.

26. **Indemnification:** The Student shall indemnify, defend and hold harmless the University and HRE from and against any and all liabilities, claims and damages involving personal injury, death or damage to property arising from any act or omission, negligence, willful misconduct of the Student or the Student's guests or invitees, in connection with the Student's use of the Room and HRE Facilities or the Student's breach of this Agreement or violation of any laws or policies of the University.
27. **Photographs:** The Student agrees to allow the University to use photographs of the Student and the Room for University's promotional purposes and such other purposes as University deems appropriate.
28. **Dispute Resolution:** The Student may appeal a refund decision by submitting a letter of appeal to HRE. All other disputes shall be resolved according to the processes set forth on the HRE website and all other applicable University policies and procedures.
29. **Attorney Fees and Collection Costs:** If the Student defaults in the performance or non-performance of any obligations under this Agreement, the Student shall pay all eviction costs, collection costs, court costs and attorney fees incurred by the University in enforcing its rights under this Agreement as a result of any such breach by the Student. Financial holds are maintained on student records until the Student's financial obligation to the University is resolved.
30. **Entire Agreement:** This Agreement, its exhibits, attachments and all regulations and policies referenced herein constitute the entire Agreement regarding the subject matter hereof. No promise, representation or warranty not included in this Agreement has been or is relied upon by any party.
31. **Incorporation:** By reference, this Agreement incorporates all rules and policies of the University of Utah, including the rules and policies stated on the Housing & Residential Education website and the University of Utah Student Code and all terms and conditions in the Rates & Dates Sheet and the Housing Application and Documentation, all of which are expressly incorporated and made part of this contract.
32. **Severability:** If any provision or portion thereof of this Agreement shall, to any extent, be held to be invalid or unenforceable, the remainder of this Agreement or the application of such provision or

portion thereof shall not be affected thereby and each provision of this agreement shall be valid and enforceable to the fullest extent permitted by law, so long as the intent of the parties can be maintained.

33. **Governing Law:** This Agreement shall be interpreted and construed according to the laws of the State of Utah, without application of any principles of choice of laws.
34. **Notices:** Any notice or other communication required under this Agreement shall be in writing and shall be deemed to have been properly delivered and effective:
 - a. On the date of delivery if delivered electronically from the Student's UMail account to HRE at info@housing.utah.edu
 - b. On the date of delivery if delivered in person
 - c. On the date of deposit in the mail if delivered by express mail or registered or certified U.S. mail