

UTAH STATE UNIVERSITY FAMILY STUDENT HOUSING CONTRACT • TERMS AND CONDITIONS OF OCCUPANCY
CONTRACT YEAR 2017-2018

THIS IS A LEGAL AND BINDING DOCUMENT WITH FINANCIAL OBLIGATIONS PLEASE READ CAREFULLY

CONTRACT COMMITMENT

No term or condition of this Utah State University Student Housing Contract can be waived and no statement made by Housing and Residence Life or its agents is considered a waiver of any term or condition, whether expressed or implied. Any exceptions or cancellations are at the discretion of the Executive Director of Housing and Residence Life or designee. All exceptions will be in writing.

ELIGIBILITY AND APPLICATION

The Student or prospective Student and (if required) his or her parent, guardian, or other guarantor, is hereafter, referred to collectively as the "Student". The undersigned agrees to be enrolled in a Utah State University certificate or degree-seeking program each academic Semester for a minimum of six (6) credit hours. Graduate students may register for less than six (6) credit hours, providing the Student is registered in a Masters or Doctorate program.

The Student's contract will be processed regardless of the status of the Student's admission to the University. If admission to the University is denied, it is the responsibility of the Student to notify Housing and Residence Life in writing within ten (10) days of receipt of denial from the University for the \$100 reservation/security deposit to be refunded.

NOTIFICATION

It is the Student's responsibility to notify the Housing and Residence Life Office in writing of any change in their address. It is also the Student's responsibility to update their address in the University Banner system and notify the Post Office of any change in address.

DURATION OF CONTRACT

Contracts expire each year on June 1st unless a different termination date is specified. However, we do not accommodate contracts shorter than 3 months. For this reason anyone that occupies an apartment on or after March 1st of any given year will be required to sign a contract for the next contract year as well.

DEPOSIT / PAYMENTS

RESERVATION/SECURITY DEPOSIT- A \$100 reservation/security deposit and a \$50 non-refundable processing fee are due upon submission of the application and this contract. This is not applicable to the rental payment, but is a reservation, damage, and contract guarantee.

DEPOSIT REFUND - If ALL provision of the contract have been met, and/or no cleaning/damages/other charges have been assessed, the reservation/security deposit will be credited to the Students University Banner account within 30 days after termination of the contract. The refund check will automatically go to the most recent mailing address in the student's University Access account. It is the responsibility of the student to update this as needed. If the Student contracts to return to on-campus housing, the reservation/security deposit will be extended to the new contract. The Student will be billed for any cleaning/damage charge if the deposit is extended.

PAYMENTS - Residents can pay tuition, fees, and housing charges all in one location simply by logging into their USU Banner Access account at www.usu.edu/myusu. The Banner Access system only serves as a cashier for Housing payments, any questions related to housing charges still need to be directed to the Housing Office. Any past due amounts on the Student's Banner Access account

whether for Housing, Dining, or other University charges, could prevent the Student from registering, using their activity card, or classes could be dropped.

The priority structure for all University payments is that tuition and fees are paid first, followed by the payment of housing and dining (if applicable) fees. Please be aware that tuition, fees, and housing charges all need to be paid before the University payment deadline to avoid classes being dropped. Any past due balances left unpaid will be sent to Collections.

If financial aid or scholarship funds are to be used, funds are allocated to tuition and fees first and then put towards housing charges. If financial aid or scholarships have not been awarded yet or will not have enough funds to cover tuition, fees and housing, the Student will be responsible to pay the balance of their housing payment.

Rent is subject to change with 45 days written notice to resident. If unusual circumstances occur which require a mid-year rent increase, residents will be notified in writing by Housing and Residence Life. The resident may terminate the contract agreement prior to the end of the term, provided that at least 30 days written notice is given to Housing and Residence Life, and such notice is given to Housing and Residence Life within 15 days of receipt of notice of rent increase

Family Housing charges are assessed to the Student's Banner account the 1st business day of each month. Residents will then need to log into their Banner account to make their monthly payment as instructed above. If natural gas is not put in the resident's name, or if the account becomes delinquent and is put back in the University's name, the resident's account will be charged the monthly billed rate as well as a \$20 surcharge per month until the account is returned to the resident's name. Payments are considered delinquent after the first of the month in which they are due. Delinquent accounts will be assessed an automatic late fee after the 5th of each month.

ASSIGNMENT PROCESS

Housing and Residence Life assigns apartments without regard to race, religion, or national origin. Assignment priority is based on date of receipt of the Utah State University Family Housing Application along with the required reservation/security deposit and processing fee. Apartment assignments are made 30 days prior to arrival date indicated on application.

APARTMENT PREFERENCES

Assignment to a preferred apartment type is contingent upon availability and is NOT GUARANTEED. If desired space is not available, the student will be assigned any available apartment that will adequately accommodate the family.

CONTRACT CANCELLATION BY STUDENT

To terminate this contract and receive a refund of the \$100 reservation/security deposit, the Student is required to submit written notification at least 30 days prior to the requested move in date. This can be submitted in person or via mail, email or fax to the Housing and Residence Life Office, 8600 Old Main Hill, Logan, Utah 84322-8600, familyhousing@housing.usu.edu, FAX: (435) 797-4035. The postmark on the envelope or date stamp on email or fax will be used as the date of official notification.

CONTRACT TERMINATION- A Student desiring to terminate this contract prior to the completion of this academic year contract, may do so for the following reasons with written notification provided to the Housing and Residence Life Office. Students terminating contracts are required to submit an "Intent to Vacate Form" at the Housing and Residence Life Office 30 days prior to move out.

1. Graduation, Change in Marital Status, Military Service, Medical Condition, or University Required Internship (outside of Cache Valley). This circumstance must occur during the semester for which the Student is requesting to be released. Furthermore, the Student is responsible to provide sufficient written documentation verifying reasons for withdrawal. All documentation will be reviewed by Housing before approval is granted.

2. Complete withdrawal and non-registration from Utah State University for the remainder of the academic year will release the Student from their remaining contractual obligations. However, the \$100 reservation/security deposit will be forfeited and rental charges and fees prorated to date of checkout. The Student must submit an "Intent to Vacate" form.

Family Housing contracts expire June 1st. The flex move-out period allows for a no-fee move-out any time between May 1 and June 1, provided proper checkout procedures are followed. Anyone moving out of Family Housing at any other time and not for any of the above pre-approved reasons will be charged a termination fee equal to one month's rent and will automatically forfeit their \$100 reservation/security deposit.

CONTRACT CANCELLATION BY HOUSING AND RESIDENCE LIFE

Housing and Residence Life may terminate this contract and take possession of any unit at any time for violation of the provisions contained herein or in the Resident Handbook for Family Student Housing when it is in the best interest of Housing and Residence Life, the University and/or the Student.

REASONS FOR POSSIBLE TERMINATION

1. Failure to pay rent or any other housing charges when due.
2. Noncompliance with the rules and regulations of the apartments; federal, state, and local laws; or Utah State University policies, where applicable.
3. Damage from fire, smoke or other causes making the apartment uninhabitable.
4. False statements or misrepresentation by the Student made in connection with this contractual agreement.

STUDENT RESPONSIBILITIES

The University reserves the right to make and enforce other rules and regulations as may be appropriate or necessary for the safety, care, educational environment, and cleanliness of the premises, and for securing the comfort and convenience of all residents. Violations of any of the following may result in fines, sanctions, probation, termination, suspension from Utah State University, or any combination of the above. Housing and Residence Life also reserves the right to pursue the disciplinary procedures specified in The Code of Policies and Procedures for Students at Utah State University, and the Resident Handbook for Family Student Housing for violations therein.

SMOKE-FREE ENVIRONMENT - The "Utah Clean Air Act" states: "a person may not smoke in a building, or portion of a building that is owned, leased, or occupied by the state or any other state

agency.” USU is a state - owned agency, therefore, all buildings including University Residence Halls and apartments are subject to this act. This Act also stipulates that students or their guests, who choose to smoke, must do so 25 feet away from the building.

ALCOHOL-FREE ENVIRONMENT- No individual or student regardless of age may consume alcoholic beverages at any time, in or on, property owned or operated by Utah State University, including residence halls, apartments, parking lots, common areas, or any University facilities or grounds. The Student will be accountable for all outcomes related to their choices regarding the use of alcohol.

GUEST(S) POLICY- The Student host assumes responsibility for the behavior, conduct, and safety of themselves and their guest(s) at all time. The Student will be held responsible for all guests’ actions, damages and violation of rules; guests will be subject to immediate eviction if their behavior is deemed inappropriate.

HEALTH AND SAFETY- For the safety of the Student the following are not allowed in the Student’s apartment, storage areas, porches, balconies, or common areas:

1. Explosives (including firecrackers and fireworks), propane tanks exceeding 5 lbs, weapons, hunting bows, arrows, martial art equipment, hazardous chemicals, gasoline driven vehicles of any kind, vehicle parts, heavy repair equipment or accessories to any vehicle or engine parts.
2. Open flame-burning, or open-coiled items except candles used for decorative purposes only. No burned wicks will be allowed. Candle warmers are prohibited per the State Fire Marshall.
3. Halogen bulbs
4. The Student is prohibited from having any animals of any type in the apartments or adjacent grounds, with the sole exception of harmless aquatic fish in aquariums of 20 gallons or less. Service or therapy animals must have written approval from the Utah State University Disability Resource Center. See Resident Handbook for Family Student Housing for more information.
5. The Student’s apartment shall not be sublet.
6. The Student is prohibited from tampering with any University locks or duplicating any apartment keys.
7. The Student’s apartment shall not be used for commercial or solicitation purposes. See Resident Handbook for Family Student Housing for definition of commercial purposes.

FIREARMS AND AMMUNITION SAFETY – If a student has a firearm, it is preferred that it be stored at the USU Police Department. There is no charge for this service and students have 24 hour access to their firearms. In the event state law allows state higher education institutions to restrict firearms and ammunition in campus housing facilities, USU Housing reserves the right to do so.

ACCESS TO APARTMENT

Housing and Residence Life shall at all times during the term of this agreement retain legal ownership and ultimate possession and control of the Student’s apartment and/or University property assigned to such apartment. Housing and Residence Life reserves the right to maintain and preserve the apartments. The Student hereby agrees that housing staff and personnel and/or University Facilities personnel may enter the Student’s apartment at any reasonable time for safety inspection, maintenance, cleaning, inventories, emergencies, pest control, occupancy verification and/or general repair. Access will also be granted to any law enforcement officer possessing a valid search or arrest warrant. Housing and Residence Life reserves the right to remove any item deemed hazardous to the building or its occupants [i.e.,

explosives, alcohol, chemicals, propane tanks, open flame burning items (except decorative candles where the wick has not been burned), hunting bows, weapons etc.].

INSURANCE RESPONSIBILITY

Housing and Residence Life, its officers, employees or agents are not responsible for the loss, damage, or destruction of the Student’s personal property. If insurance coverage is desired, it is the Student’s responsibility to acquire such coverage.

DINING PLANS

Dining Plans are available to all students regardless of where they live (see www.housing.usu.edu for details). Dining plans are not transferable. Dining plans begin with dinner the Saturday before the first day of classes Fall and Spring semesters and end with dinner on the last day of finals each semester. No meals will be served in the Aggie Marketplace or the Junction during Thanksgiving, Winter or Spring Break periods.

STUDENT NONCOMPLIANCE

In the event the Student fails to comply with the Terms and Conditions of the Housing Contract or Resident Handbook for Family Student Housing, Housing and Residence Life may take the following actions against the Student:

1. Cancel this agreement without a notice to cure.
2. Serve notice to vacate the premises pursuant to applicable University policies and state laws.
3. Take action to recover the cost of damage caused by the Student and/or his or her guest(s).
4. Utilize any and all remedies, including equitable and legal, judicial and/or administrative reliefs which are available.

COLLECTION EXPENSES

Any collection cost incurred by Housing and Residence Life in closing the Student’s account will be assessed to the Student and will become part of the Student’s total University financial obligation. If the Student’s account is not paid in full it will be sent to collections.

INDEMNIFICATION

To the extent authorized by law, the Student shall indemnify, save, and hold harmless the University, its employees and agents, against any and all claims, damages, liability, and court awards including costs, expenses, and attorney fees incurred as a result of any act or omission by the Student pursuant to the terms of this contract.

FEES

The Student agrees to pay all court costs and reasonable attorneys fees, whether or not court proceedings are necessary that may be incurred in enforcement of Utah State University’s rights under this agreement.

**The following rent rates will be in effect
June 1, 2017 through June 1, 2018.**

Aggie Village - One-bedroom	\$520
Aggie Village - Two-bedroom	\$560
Aggie Village - Three-bedroom	\$635
West Stadium Villa	\$645
Townhouses	\$690