

Utah State University Housing and Residence Life Single Student Housing Agreement •2017-2018

PLEASE NOTE: THIS AGREEMENT COVERS THE ENTIRE RESERVATION PERIOD DESIGNATED IN THE STUDENT'S HOUSING APPLICATION PROCESS. STUDENT IS RESPONSIBLE FOR ALL ROOM RENT, MEAL PLAN (if required), AND FEES FOR THAT PERIOD.

This Housing Agreement (the "Agreement") is a legally binding contract between you (the "Student") and Utah State University (the "University"), Housing and Residence Life ("HRL"). 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 HRL for further information.

As part of the application process, Student must provide certain information designated on the housing application. This Agreement incorporates your responses in the Housing Application and becomes effective upon your acceptance of this Agreement and payment of the security deposit/reservation fee and HRL's receipt of this information. This Agreement is to be accepted electronically online or in person if a paper application is submitted. Occupation of a housing unit shall also be deemed to be acceptance of the terms of this Agreement. No statement made by Housing and Residence Life ("HRL") staff or its agents is considered a waiver of any term or condition of this agreement, whether expressed or implied.

1. Summary of Terms

- a. *Room*: "Room" shall be the room assigned to the Student.
- b. *Dates & Rates Sheet*: the "Dates & Rates Sheet" is a form that is published online at www.usu.edu/housing for each academic year and summer semester. The Dates & Rates Sheet is published for all on-campus housing buildings, and includes important information about the specific rates and dates applicable to this contract.
- c. *Reservation Period*: a "Reservation Period" is selected in the housing application process and is either: 1) 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; 2) the SPRING SEMESTER ONLY, for students who reserve housing for Spring academic semester only; or 3) the SUMMER SEMESTER ONLY, for students who reserve housing for only the Summer semester. Accordingly, Student is responsible for ROOM RENT, MEAL PLAN (if required), AND FEES for either: 1) the full academic year; 2) spring semester only; or 3) summer semester only, as described in the Summary of Terms.
- d. *Commencement Date*: "Commencement Date" shall be either: 1) Fall semester Move-In day, if Student reserves housing for the full academic year; 2) Spring semester Move-In day, if Student does not live on campus during Fall semester and reserves housing for only the Spring semester; 3) Summer semester Move-In day, if Student reserves housing for only the Summer semester; 4) An agreed upon date between Student and HRL. 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 Dates & Rates Sheet.
- e. *Expiration Date*: "Expiration Date" shall be either: 1) move-out day for the spring semester, if Student reserves a room for the academic year or spring semester only; or 2) move-out day for the Summer Semester, if Student reserves a room for only summer semester. Each "move-out" date is listed on the appropriate Dates & Rates Sheet.
- f. *Execution Date*: "Execution Date" shall be the date and time this contract was electronically agreed to online or in person and the security deposit/reservation fee paid in full.
- g. *Cancellation Deadline*: "Cancellation Deadline" shall be the date listed on the appropriate Dates & Rates Sheet.
- h. *Fees*: The following charges (the "Fees") must be paid by Student:
 - 1) Rent Fees: Rent due as listed on the Dates & Rates Sheet.
 - 2) Meal Plan Fees: Students living in Bullen, Richards, Mountain View Tower, New Suite Style Residence Hall and the Living Learning Community are required to purchase a meal plan. Students in all other on-campus housing may opt to purchase a meal plan. Student will select and purchase a meal plan as part of the reservation process. Meal Plan fees are due as listed on the Dates & Rates Sheet.
 - 3) Application Fee: Nonrefundable Application Fee is \$50.
 - 4) Security Deposit/Reservation Fee: is \$200.
- i. *Additional Charges*: Charges established from time to time by HRL for incidental costs including, but not limited to, lock changes, common area damage, public vandalism, repair of damaged property, etc.
- j. *Due Dates*: Due dates for the Rent Fees, Meal Plan Fees, and Dues are listed on the appropriate Dates & Rates Sheet.

2. **Use of the Room**. Upon the Commencement Date, HRL grants to the Student the right to use and occupy the Room assigned to the Student. Student may also use the halls, corridors, living area, and other common areas within the building their Room is located. Student accepts the Room "AS IS" and acknowledges that the Room and its furnishings are in good condition and repair, except as otherwise specified on the Acceptance of Agreement form which must be completed at move-In and move-out.

3. **Term**. The term of this Agreement begins on the Commencement Date and ends on the Expiration Date (as defined on the Dates

& Rates Sheet). Contracts include the holiday period between fall and spring semesters. Student whose contract is terminated the end of fall semester must check-out no later than 2:00 p.m. on the date defined for fall semester Expiration Date. Student who does not have a summer contract should checkout no later than 10:00 p.m. as defined for the spring semester Expiration Date.

4. **Payment of Fees and Charges.** Student agrees to pay all Fees as specified in the Summary of Terms. All such Fees shall be paid to the University through the Students USU account on or before the Due Dates specified on the Dates & Rates Sheet. Rent and Meal Plan Fees are non-refundable except under limited circumstances as described in below. In addition to the Fees, Student may also be subject to certain Additional Charges. Additional Charges and other Fees and notices will take place in your University account. Student shall pay all such Additional Charges by their specified due dates or be charged late fees. Although HRL does not anticipate any change in the Fees, HRL reserves the right to adjust the Fees at any time due to unforeseen circumstances, provided that HRL shall not increase the Fees to be paid by 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. **Late Charges.** Students shall be assessed late fees for all delinquent payments as specified in the Dates & Rates Sheet. Failure to pay timely any amounts owed under this Agreement could prevent the Student from registering, using their University activity card, release of transcript or classes dropped.

6. **Application Fee and Security/Reservation Deposit.** The Application Fee is non-refundable. The Security Deposit/Reservation Fee will be held by HRL (without interest) from the time the room is reserved until the Expiration Date. If all provisions of the agreement have been met the deposit will be credit to the Student's University account within 30 days. If the Student contracts to return to on-campus housing the deposit will be extended to the new contract period.

7. **Compliance with Laws, Policies, and Rules.** Throughout the term of this Agreement Student shall comply with all applicable state and federal laws, and all rules and policies of the University. Without limiting the foregoing, Student agrees to comply with the rules and policies stated on the USU Housing & Residence Life, Utah State University Student Code, the Dates & Rates Sheet, and all other applicable HRL and University policies.

8. **Conditions of Residence.** In addition to all other rules, conditions, and policies applicable to Student under this Agreement, Student specifically acknowledges and agrees to abide by the following conditions:

- a) *Registration as Student of University.* Student must be a matriculated student of the University throughout the term of this Agreement. A minimum of six credit hours is required for fall and spring semesters to remain eligible to live on campus. A Graduate student may register for less than six credit hours, provided they are registered in a Master or Doctorate program. Students living on campus for summer semester needs to be registered for one credit hour.
- b) *Periods of Occupancy.* Student may not check into their Room prior to the Commencement Date. Student must check out of their Room with an authorized HRL representative on or before the Expiration Date. Failing to vacate on or before the Expiration Date will result in a daily penalty charge.
- c) *Guests.* Guests must be acceptable to all roommates at all times. All overnight guests must have prior written approval from all roommates and the Area Coordinator/Residence Director before spending the night. Student assumes responsibility for the behavior, conduct and safety of their guest(s) as detailed on the Housing and Residence Life website.
- d) *Entry by HRL.* HRL reserves the right to enter the Room at any time as necessary to perform the following functions: 1) to inspect and confirm Student's compliance with the terms of this Agreement; 2) for the protection of health and safety; 3) for emergencies; 4) to perform such maintenance, repairs, improvements, or energy conservation efforts as HRL deems necessary; 5) when a staff member has knocked and been invited in; or 6) when the door is open and a violation of Student Conduct Codes and/or University policies is in plain view. Additionally, access will be granted to any law enforcement officer possessing a valid search or arrest warrant. HRL will make reasonable efforts to provide advance notice of any entry, except under emergency circumstances.
- e) *Personal Property.* Student shall be solely responsible for safe keeping of Student's personal property. HRL assumes no responsibility or liability whatsoever for any loss, destruction, or damage to personal property of Student, unless such loss is due to the sole negligence of HRL. Students are advised to purchase a separate policy of "renters insurance" or other property insurance covering personal property of Student. Student shall remove all personal property from the Room and common spaces on or before the Expiration Date. Any personal property belonging to Student remaining in the Room or common spaces after the Expiration Date shall be deemed abandoned by Student and may be disposed of by HRL at Student's expense. HRL may, at any time, enter the Room and remove any personal property of Student which creates a nuisance, is hazardous, or is otherwise prohibited by this Agreement or University policies.
- f) *Health and Safety.* Student shall not use the Room or on-campus living premises 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, alcohol, drugs, pets (other than fish in a 20 gallon tank or smaller), explosives, weapons (except as permitted by Utah law), halogen lamps, water furnishings, and other items presenting a risk to health or safety (as determined in HRL's sole discretion) are not permitted. Service animals may be allowed only as an approved accommodation to residents with disabilities. Student shall, at all times, abide by all fire and safety regulations of Utah State University and other governing authorities.

- g) *Condition of Room and Damage to University Property.* Student shall maintain the Room in a clean, sanitary, and orderly condition throughout the term of this Agreement. Student shall not make any repairs or alterations to the Room, its furnishings or fixtures, without the prior written consent of HRL. Student shall promptly report any damage to the Room or common areas to HRL.
- h) *Return of Room.* Upon termination of this Agreement, Student shall complete all HRL move-out procedures and return the Room, common spaces, and all University property (including, but not limited to, all furnishings and keys) to University in the same condition as received by Student (normal wear and tear accepted). Student shall pay any costs to clean, repair, replace, or restore the Room or other University property to the extent such damage is caused by Student or Student's guests. Damage that occurs in common areas will be assessed to the person(s) responsible for the damage or divided among all occupants of the suite/apartment if the responsible party cannot be identified.
- i) *Business Activities.* Student shall not conduct any business or other commercial activities within on-campus housing facilities without HRL's written consent.

9. **Services Provided.** HRL shall provide electricity, gas, water, sewer, internet (wired and wireless) connection (dependent upon location), and cable TV connection. These items are included in the Rent Fees. Students may contract with USU Information Technology and pay to have a phone line activated in their Room. Student shall not be entitled to any refund of Fees and University shall not be liable to 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.

10. **Room and Roommate Assignments.** Students may request a building, room, roommate assignment. However, HRL makes no guarantee regarding the Student's assignment to any building, room, or roommate. HRL reserves the right to make room and roommate assignments as HRL deems appropriate. Room assignments may be denied, reassigned, or canceled by HRL at its discretion and at any time for reasons of health, safety, discipline, optimization of space, or other reasons. All room assignment changes must be approved in advance by HRL. A Student who changes room assignments without approval from HRL will be assessed a penalty charge and may be required to move back to the assigned Room. No room assignment change will be allowed during the first two weeks and last two weeks of each semester unless specifically authorized.

11. **Meal Plans.** All Students residing in Bullen Hall, Richards Hall, Mountain View Tower, New Suite Style Residence Hall, and the Living Learning Community are required to select a Utah State University Dining Plan. Rules and policies regarding participation in the Dining Plan are set forth in the Dates & Rates Sheet. Students in all other on-campus housing areas have this as an option.

12. **Termination by Student.** At any time UP TO the Cancellation Deadline, Student may terminate this Agreement without financial obligation (other than the non-refundable fees). Student must submit their request in writing either in person; by mail Housing and Residence Life, 8600 Old Main Hill, Logan, UT 84322-8600; email info@housing.usu.edu; or fax (435) 797-4035, prior to occupancy. If the Student terminates this Agreement after occupancy, an "Intent to Vacate Petition" form must be submitted online at the HRL website. If Student is leaving at the end of fall semester, the deadline to submit the Intent to Vacate petition is November 1. If student submits petition after December 1, a \$200 late termination fee will be assessed in addition to the termination fees listed below.

Except as provided below, termination prior to the end of Term of this Agreement shall result in the following: 1) forfeiture of the non-refundable Application Fee and Dues; 2) the obligation to pay a prorated portion of Rent Fees and Meal Plan Fees through the date that Student vacates the Room. Students who fail to vacate their room by a date agreed upon with HRL could also be assessed an additional daily penalty charge of \$25 per day.

Fall Cancellation Fee-ACADEMIC YEAR CONTRACT-prior to occupancy		
Cancellation Date	Fee	
Prior to May 1	\$0	Security/Reservation Deposit Refunded
May 2 through June 15	\$200	Security/Reservation Deposit Forfeited
After June 15	See next column	Student must meet one of the termination reasons listed below, otherwise financially obligated for contract agreement.
Fall Termination Fee-ACADEMIC YEAR CONTRACT-after occupancy		
After Fall Move-in Date	See next column	Student must meet one of the termination reasons listed below. Rent fees and meal plan fees (if approved) will be prorated through the date that the student completes the move-out process with HRL Staff.

Spring Cancellation Fee-SPRING CONTRACTS ONLY-prior to occupancy		
Cancellation Date	Fee	
Prior to December 15	\$0	Security/Reservation Deposit Refunded
After December 15	See next column	Student must meet one of the termination reasons listed below, otherwise financially obligated for contract agreement.

Spring Termination Fee-SPRING & ACADEMIC YEAR CONTRACTS-after occupancy		
After Spring Move-in Date	See next column	Student must meet one of the termination reasons listed below. Rent fees and meal plan fees (if approved) will be prorated through the date that the student completes the move-out process with HRL Staff.

Summer Cancellation Fee-SUMMER CONTRACTS ONLY-prior to occupancy		
Cancellation Date	Fee	
Prior to April 15	\$0	Security/Reservation Deposit Refunded
After April 15	See next column	Student must meet one of the termination reasons listed below, otherwise financially obligated for contract agreement.
Summer Termination Fee-SUMMER CONTRACTS ONLY-after occupancy		
After Spring Move-in Date	See next column	Student must meet one of the termination reasons listed below. Rent fees and meal plan fees (if approved) will be prorated through the date that the student completes the move-out process with HRL Staff.

Students may terminate this Agreement for the following reasons:

- a) 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. The Student is responsible to provide sufficient written documentation verifying reasons for withdrawal. All documentation will be reviewed by HRL before approval is granted. The \$200 reservation/security deposit will be refunded based on documentation provided. Rent and meal plan fees will be assessed as listed in the table above.
- b) Complete withdrawal and non-registration from Utah State University for the remainder of the academic year. The \$200 reservation/security deposit will be forfeited. Rent and meal plan fees assessed as listed in the table above.
- c) Student can sell his/her contract to another student provided all conditions are met on the "USU Sale of Contract Forms" and as long as the buyer is not currently housed with HRL and have not yet applied to HRL.
- d) Student also has the option of buying out their contract at 75 percent of the remainder of the contract amount (full academic year).

13. Termination by HRL.

- a) HRL may terminate this Agreement for cause under the following circumstances:
 - i. Student fails to comply with any material term of this Agreement, including, but not limited to, failure to pay Fees (owed for past or future occupancy periods) or failure to comply with any of the policies, procedures and requirements incorporated herein. In the event the Agreement is terminated by HRL due to violation of policies, the Student will be responsible for the entire Fees associated with the Agreement.
 - b) In the event HRL terminates this Agreement for cause, HRL shall have no obligation to refund any Fees or other amounts previously paid by Student, and HRL may take any or all of the following actions:
 - i. Proceed with eviction of the Student pursuant to applicable laws of the State of Utah and University policies.
 - ii. Recover all Fees, damages, and other amounts owed by Student.
 - iii. Utilize any and all other available remedies, including equitable and legal, judicial and/or administrative relief.
 - c) HRL may terminate this Agreement, without cause, if the Room or Residence Hall becomes uninhabitable due to fire or other casualty, for purposes of public health or safety, or for other reasons outside of HRL's reasonable control. If HRL terminates this Agreement without cause and Student has complied with all material terms of this Agreement, HRL shall return Fees paid by Student (except the non-refundable Application Fee) on a prorated basis.

14. Assignment and Subletting. Student shall not assign, sublease, or transfer any interest in this Agreement to any person. Any assignment of Student's interest in this Agreement will not release Student's obligations hereunder.

15. Uncontrollable Circumstances. 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 Student and shall resume performance of its obligations immediately upon cessation of the uncontrollable circumstance.

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

17. Indemnification. Student shall indemnify, defend, and hold harmless the University and HRL 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, or willful misconduct of Student, or Student's guests or invitees, in connection with Student's use of the Room and common areas, or Student's breach of this Agreement or violation of any laws or policies of the University.

18. Photographs. Student agrees to allow the University to use photographs of Student and the Room for University's promotional purposes and such other purposes as University deems appropriate.

19. Dispute Resolution. All disputes shall be resolved according to the processes set forth on the Housing and Residence Life website and all other applicable University policies and procedures.

20. Attorney Fees and Collection Costs. If Student defaults in the performance or non-performance of any obligations under this Agreement, Student shall pay all eviction costs, collection costs, court costs, and attorney fees incurred by University in enforcing its rights under this Agreement as a result of any such breach by Student. If Student is referred to Collections, HRL reserves the right to deny future housing.

21. Entire Agreement. This Agreement, its exhibits and 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.

22. Incorporation. By reference, this agreement incorporates all rules and policies of Utah State University, including the rules and policies stated on the Housing and Residence Life website and the Utah State University Student Code, and all terms and conditions in the Dates & Rates Sheet and the Housing Application and Documentation, all of which are expressly incorporated and made part of this contract.

23. 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.

24. 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.