

Utah State University Housing and Residence Life
Family Housing Contract •2022-23

IF THERE IS ANY PART OF THIS CONTRACT THAT RESIDENT DOES NOT UNDERSTAND, PLEASE CONTACT HOUSING AND RESIDENCE LIFE (“HRL”) FOR FURTHER INFORMATION PRIOR TO SIGNING IT.

This Family Housing Contract (“Contract”) is a legally binding contract between the Resident and Utah State University (“USU”). USU and Resident each may be referred to herein as a “Party” or collectively as the “Parties.” This Contract becomes effective on Execution Date (as defined below). Occupation of an Apartment (defined below) shall also be deemed to be acceptance of the terms of this Contract. No statement made by HRL staff or its agents is considered a waiver of any term or condition of this Contract, whether expressed or implied.

1. Summary of Terms and Definitions.

(a) *Apartment*: the family housing apartment unit assigned to the Resident.

(b) *Fees*: The following fees must be paid by Resident (collectively, the “Fees”):

1) Application Fee: \$50 (Nonrefundable).

2) Security Deposit: \$200.

3) Rent Fee:

Aggie Village, One Bedroom -	\$580/month
Aggie Village, Two Bedrooms -	\$620/month
Aggie Village, Three Bedrooms -	\$700/month
West Stadium Villa -	\$710/month
Townhouses -	\$750/month

(c) *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.

(d) *Move-In Date*: the move-in date as designated by HRL.

(e) *Expiration Date*: May 31 following the Move-In Date, unless otherwise agreed to by HRL as set forth herein.

(f) *Execution Date*: the date and time this Contract is signed, either electronically or physically and delivered to HRL with the Security Deposit and Application Fee.

2. Term.

(a) *Term*. The term of this Contract begins on the Execution Date and ends on the Expiration Date (“Term”).

(b) *Check Out*. At the conclusion of the Term, the Resident must check out in keeping with HRL policies and procedures.

(c) *Early Move-Out*. Resident may request from HRL an early move-out date between May 1 and May 31 without any additional fee. Under such a circumstance, the Rent Fee for the month of May will be prorated through the date that the Resident completes the move-out process with HRL Staff. Any such request must be made at least thirty (30) days prior to the proposed early move-out date.

(d) *Extended Term*. Resident may request from HRL an extended Term and move-out date to accommodate summer plans. Such extensions of Term must be in writing and result in the following fees: (i) move-out date of June 1 -June 30: Security Deposit will be refunded and no termination fee will be assessed; (ii) move-out date of July 1 - July 15: Security Deposit forfeited and a termination fee equal to one half of the monthly Rent Fee will be assessed; or (iii) move-out date of July 16 – August 31: Security Deposit forfeited and a termination fee equal to the monthly Rent Fee will be assessed. Under any of the above circumstances, the Rent Fee for any extension of the Term will be prorated through the date that the Resident completes the move-out process with HRL Staff. Any such request must be made at least thirty (30) days prior to May 31.

(e) *Initial Short Term*. Any Term that has a Move-In Date of March 1 or later, must also include a Contract for the

subsequent year.

3. Apartment Assignments. Apartment assignments are made by HRL based upon availability and HRL's sole discretion. Executing this Contract in no way obligates HRL to provide Resident with an Apartment by the "preferred move-in date" indicated on the online campus family housing application. Apartment assignments are typically made at least thirty (30) days prior to the Move-In Date. Resident preferences as requested in the application are taken into account but are NOT guaranteed. Apartment 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, availability, or other reasons.

4. Use of Apartment. For the Term, HRL grants to the Resident the right to use and occupy the Apartment assigned to the Resident. Resident accepts the Apartment "AS IS" and acknowledges that the Apartment and its appliances and finishes are in good condition and repair, except as otherwise specified on the Apartment Inspection Form, which must be completed at the Move-In Date.

5. Services Provided. HRL shall provide Resident with the following utilities: water, sewer, garbage, internet (wired) connection, and cable TV connection ("Included Utilities"). The costs associated with the Included Utilities are included in the Rent Fee. Residents may separately contract with USU Information Technology and pay to have a phone line activated in the Apartment. The Resident is obligated to activate and maintain electricity and gas utilities for the Apartment. The Resident is personally responsible for electricity and gas utility costs. The specifics of electricity and gas utility activation and payment for a given Apartment are available from HRL and will be provided upon assignment of the Apartment. Dining plans are available to all students regardless of where they live. See the HRL website for details.

6. Fees and Payments.

(a) *Payment of Fees.* Resident agrees to pay all assessed Fees as defined herein. All such Fees shall be paid to USU through the Resident's USU account on or before the due date for each Fee. The priority structure for all USU payments is tuition and fees first, followed by housing and dining fees (if applicable). The Fees are assessed to the Resident's Banner account the first business day of each month and due by the 5th of each month. Resident will be assessed a surcharge of \$20 per month for any electricity or gas utility account not put in the resident's name and shall be charged for any electricity or gas utility charge associated with the Apartment that is billed to USU. Resident shall not be entitled to any refund of Fees, except as specifically provided for herein.

(b) *Fee Changes.* Although HRL does not anticipate any change in the Fees during the Term, 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 Resident under this Contract by an amount greater than 5%, except as explicitly required by USU's President or its Board of Trustees.

(c) *Rent Fees.* Rent Fees are non-refundable except under limited circumstances as described below.

(d) *Additional Charges.* Resident also agrees to pay any Additional Charges, which will be assessed in Resident's USU account. Resident shall pay all such Additional Charges by their specified due dates.

(e) *Late Fees.* Residents shall be assessed a late fee of \$20 per month for any past due Fee. Failure to timely pay any Fee owed under this Contract could prevent the Resident from registering, using his/her USU activity card, release of transcript, or classes dropped.

(f) *Application Fee and Security Deposit.* The Application Fee is non-refundable. The Security Deposit will be held by HRL (without interest) from the Execution Date until the Expiration Date or until the Resident withdraws his/her application (if no Apartment assignment is made). If all provisions of the Contract have been met, then the Security Deposit will be credited to the Resident's USU account within thirty (30) days of the Expiration Date. If the Resident enters into a new contract to return to on-campus housing the Security Deposit will be applied to the new contract.

7. Compliance with Laws, Policies, and Rules. Throughout the Term, Resident shall comply with all applicable state and federal laws and all USU rules and policies, specifically including, but not limited to, the rules and policies stated on the HRL website, USU Student Code, and all other applicable HRL and USU policies. Other Occupants, as defined herein, must also comply with all applicable state and federal laws and all USU rules and policies, specifically including, but not limited to, the rules and policies stated on the HRL website, and all other applicable HRL and USU policies.

8. Conditions of Residence. Resident specifically acknowledges and agrees to abide by the following

conditions:

(a) *Registration as USU Student or USU-Acknowledge Visiting Scholar.* Resident must be (a) a matriculated student of USU or (b) a visiting scholar acknowledged by USU throughout the Term. A minimum of six credit hours for at least two of the three semesters (fall, spring, summer) is required to remain eligible for on-campus family housing as a matriculated student. A Graduate student may register for less than six credit hours, provided they are registered in a Master or Doctorate program.

(b) *Periods of Occupancy.* Resident may not check into their assigned Apartment prior to the Move-In Date. Resident must check out of their Apartment 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) *Other Occupants.* The Apartment is designed and organized to serve as multi-tenant unit for a USU student/visiting scholar along with his/her spouse and/or children. At least one of the Resident's legal spouse or at least one of the Resident's children (or ward over which the Resident has legal guardianship) (the "Other Occupants") must reside within the Apartment for the Resident to remain eligible for on-campus family housing. Resident represents and warrants that the Resident's spousal and/or parent/guardian relationships to the Other Occupants designated on the application or in HRL records are accurate and are lawfully recognized relationships. A change in status (i.e. divorce or custody change) could result in this Contract being terminated by USU. Resident agrees to inform HRL of any such changes relating to the Other Occupants that occur during the Term (births, deaths, etc.). Only the Resident and the Other Occupants may occupy the Apartment, except as provided for in Section 7(d). A Resident who is unmarried or expecting a child (by birth or legal adoption/guardianship) at the Execution Date, may enter into this Contract; provided, however, that marriage, birth, adoption, etc. is scheduled to occur by the "preferred move-in date" designated in the application and the Resident and Other Occupant(s) together assume residence of the Apartment within two (2) months of the Move-in Date. If any situation relating to Other Occupants changes and results in the Resident no longer being eligible for on-campus student housing, then the Resident retains the responsibility to submit a Petition to Terminate Contract under Section 10, otherwise USU may terminate the Contract for cause.

(d) *Guests.* Any overnight guests staying in the Apartment for more than three nights must have prior written approval from the HRL area coordinator. Resident assumes responsibility for the behavior, conduct, and safety of his/her guest(s) as detailed on the HRL website.

(e) *Entry by HRL.* HRL reserves the right to enter the Apartment at any time as necessary to perform the following functions: 1) to inspect and confirm Resident's compliance with the terms of this Contract; 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 USU staff member has knocked and been invited in; or 6) when the door is open and a violation of the USU Student Code and/or USU 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.

(f) *Personal Property.* Resident shall be solely responsible for safe keeping of Resident's personal property. HRL assumes no responsibility or liability whatsoever for any loss, destruction, or damage to personal property of Resident, unless such loss is due to the sole negligence of HRL. Residents are advised to purchase a separate policy of "renters insurance" or other property insurance covering personal property of Resident. Resident shall remove all personal property from the Apartment and common spaces on or before the Expiration Date. Any personal property belonging to Resident remaining in the Apartment or common spaces after the Expiration Date shall be deemed abandoned by Resident and may be disposed of by HRL at Resident's expense. HRL may, at any time, enter the Apartment and remove any personal property of Resident which creates a nuisance, is hazardous, or is otherwise prohibited by this Contract or USU policies.

(g) *Health and Safety.* Resident shall not use the Apartment or common areas 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 within the Apartment or the building. Service/support animals may be allowed only as a USU-approved accommodation to residents with disabilities. Resident shall, at all times, abide by all fire and safety regulations of USU and other governing authorities.

(h) *Condition of Apartment and Damage to USU Property.* Resident shall maintain the Apartment in a clean,

sanitary, and orderly condition throughout the Term. Resident shall not make any repairs or alterations to the Apartment, its finishes and fixtures, without the prior written consent of HRL. Resident shall promptly report any damage to the Apartment or common areas to HRL.

(i) *Return of Apartment.* Upon the Expiration Date, Resident shall complete all HRL move-out procedures and return the Apartment, common spaces, and all USU property (including, but not limited to, all furnishings and keys) to USU in the same condition as received by Resident (normal wear and tear accepted). Resident shall pay any costs to clean, repair, replace, or restore the Apartment, common areas, or other USU property to the extent such damage is caused by Resident, Other Occupants, or Resident's guests.

(j) *Business Activities.* Resident shall not conduct any business or other commercial activities within Apartment or common areas without HRL's written consent.

9. Assignment and Subletting. Resident shall not assign, sublease, or transfer any interest in this Contract to any third party.

10. Termination by Resident.

(a) *Cancellation prior to Move-In Date.* Prior to the Move-In Date, Resident may terminate this Contract by submitting a "Petition to Cancel Contract" (found at the HRL website). Any such received petition will be evaluated by HRL in accordance with HRL policies and procedures. If submitted at least thirty (30) days before the Move-In Date, then the Security Deposit will be refunded. If submitted less than thirty (30) days before to the Move-In Date, then the Security Deposit will NOT be refunded and an additional Cancellation Fee of \$300 will be assessed.

(b) *Requesting Justified Early Termination.* To request early termination after the Move-In Date, Resident shall complete and submit the "Petition to Terminate Contract" (found at the HRL website) at least thirty (30) days prior to the petitioned move-out date. Any such received petition will be evaluated by HRL in accordance with HRL policies and procedures. Resident agrees and acknowledges that HRL reserves the right and sole discretion to accept or deny any such petitions. If the petition is granted, Resident must vacate their Apartment by the Expiration Date prescribed by HRL. Failure to vacate by the Expiration Date will result an additional penalty charge of at least \$25 per day. The Resident must meet at least one of the following reasons for a Petition to Terminate Contract to be accepted by HRL:

(i) Graduation, Change in Marital Status, Military Service, USU Required Internship (outside of Cache Valley), or other situation as approved by HRL. This circumstance must occur during the period of the Term for which the Resident is requesting to be released. Provided that the Petition to Terminate Contract is submitted at least thirty (30) days prior to the petitioned move-out date, the Security Deposit will be refunded, based on documentation provided. Rent fees (if termination is approved) will be prorated through the date that the Resident completes the move-out process with HRL Staff.

(ii) Complete withdrawal and non-registration from USU for the remainder of the academic year. Under this circumstance, the Security Deposit will NOT be refunded. Fee Rent fees (if termination is approved) will be prorated through the date that the Resident completes the move-out process with HRL Staff. An additional termination fee of up to \$200 may be assessed if the Petition to Terminate Contract is submitted less than thirty (30) days prior to the petitioned move-out date

(c) *Termination without Cause.* The Resident may terminate this Contract, without cause or justification (as provided for above) by providing HRL with a Petition to Terminate Contract. Under this circumstance, the Security Deposit will NOT be refunded. Rent fees will be prorated through the date that the Resident completes the move-out process with HRL Staff. An additional termination fee equal to one-month of the applicable Rent Fee will be assessed.

11. Termination by HRL.

(a) *Material Breach.* HRL may terminate this Contract for cause under the following circumstances: Resident or Other Occupant fails to comply with any material term of this Contract, 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, or requirements incorporated herein. In the event the Contract is terminated by HRL due to violation of policies, the Resident will be responsible for the entire Fees associated with the Contract. If Resident defaults in the performance or non-performance of any obligations under this Contract, Resident shall pay all eviction costs, collection costs, court costs, and attorney fees incurred by USU in enforcing its rights under this Contract as a result of any such breach by Resident. If Resident is referred to Collections, HRL reserves the right to deny future housing

applications. If the Contract is terminated by USU, the Security Deposit will NOT be refunded.

(b) *Effect of Termination.* In the event HRL terminates this Contract for cause, HRL shall have no obligation to refund any Fees or other amounts previously paid by Resident, and HRL may take any or all of the following actions: (i) Proceed with eviction of the Resident pursuant to applicable laws of the State of Utah and USU policies; (ii) Recover all Fees, damages, and other amounts owed by Resident; and (iii) Utilize any and all other available remedies, including equitable and legal, judicial and/or administrative relief.

(c) *Termination without Cause.* HRL may terminate this Contract, without cause, if the Apartment or associated building 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 Contract without cause and Resident has complied with all material terms of this Contract, then HRL shall return Fees paid by Resident (except the non-refundable Application Fee) on a prorated basis.

12. Dispute Resolution. All disputes shall be resolved according to the processes set forth on the HRL website and all other applicable USU policies and procedures.

13. Limitation of Liability. USU will not be responsible for any personal injury or damage to property associated with Resident's occupancy of the Apartment, including any personal injury or damage to property caused by Resident, Other Occupants, Resident's guests, other students, or any other third party. USU shall not be liable to Resident for any damage to persons or property that may arise as a result of any interruption or non-continuation of any Included Utilities, including, but not limited to, damage to computers, appliances, equipment, or other devices.

14. Indemnification. Resident shall indemnify, defend, and hold harmless USU, including its officers and employees, 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 Resident, Other Occupants, or Resident's guests or invitees, in connection with Resident's use of the Apartment and building, or Resident's breach of this Contract or violation of any laws or policies of USU.

15. Photographs. Resident grants to USU and its photographers, videographers, editors, contractors, agents, representatives, employees, and assigns (collectively, "USU"), the irrevocable and unrestricted right to (i) take, record, use, and publish photograph(s)/video(s) of or including Resident, Other Occupants, and the Apartment in any manner and medium for USU's promotional purposes and such other purposes as USU deems appropriate; and (ii) to alter, edit, or manipulate the same photograph(s)/video(s) without restriction.

16. Miscellaneous

(a) *Choice of Law and Venue.* The Contract will be governed by the laws of the State of Utah, without regard to conflicts of laws principles. Venue for any lawsuits, claims, or other proceedings between the Parties relating to or arising under the Contract shall be exclusively in the State of Utah.

(b) *Government Records and Management Act.* Resident acknowledges that USU is a governmental entity subject to the Utah Government Records Access and Management Act, Utah Code Ann., Section 63G-2-101 et seq., as amended ("GRAMA"); that certain records within USU's possession or control, including without limitation, the Contract (but not including (i) proprietary software or (ii) materials to which access is limited by the laws of copyright or patent), may be subject to public disclosure; and that USU's confidentiality obligations shall be subject in all respects to compliance with GRAMA. Pursuant to Section 63G-2-309 of GRAMA, any confidential information provided to USU that Resident believes should be protected from disclosure must be accompanied by a written claim of confidentiality and a concise statement of reasons supporting such claim. Notwithstanding any provision to the contrary in the Contract, USU may disclose any information or record to the extent required by GRAMA or otherwise required by law, and to USU's employees, attorneys, accountants, consultants and other representatives on a need to know basis; provided, that such representatives shall be subject to confidentiality obligations no less restrictive than those set forth in the Contract.

(c) *Governmental Immunity.* Resident further acknowledges that USU is a governmental entity under the Governmental Immunity Act of Utah, Utah Code Ann., Section 63G-7-101 et seq., as amended (the "Act"). Nothing in the Contract shall be construed as a waiver by USU of any protections, rights, or defenses applicable to USU under the Act, including without limitation, the provisions of Section 63G-7-604 regarding limitation of judgments. It is not the intent of USU to incur by contract any liability for the operations, acts, or omissions of Resident or any third party and nothing in the Contract shall be so interpreted or construed. Without limiting the generality of the foregoing, and notwithstanding any provisions to the contrary in the Contract, any indemnity obligations of USU

contained in the Contract are subject to the Act and are further limited only to claims that arise directly and solely from the negligent acts or omissions of USU. Any limitation or exclusion of liability or remedies in the Contract for any damages other than special, indirect or consequential damages, shall be void and unenforceable.

(d) *USU Insurance.* USU carries insurance through the State Risk Manager of the State of Utah up to the limits required by the State Risk Manager and applicable law. Nothing in the Contract shall require USU to carry different or additional insurance, and any obligations of USU contained in the Contract to name a party as additional insured shall be limited to naming such party as additional insured with respect to USU's negligent acts or omissions.

(e) *Notice.* Any payment, notice, or other communication required or permitted to be given to either party hereto shall be in writing and shall be deemed to have been properly given and effective: (a) on the date of delivery if delivered in person during recipient's normal business hours; or (b) on the date of attempted delivery if delivered by courier, express mail service or first-class mail, registered or certified.

(f) *Uncontrollable Circumstances.* USU shall not be in default of this Contract if delays in or failure of performance shall be due to circumstances beyond the reasonable control of the USU. 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 USU's reasonable control. In the event of an uncontrollable circumstance, the USU shall immediately notify Resident and shall resume performance of its obligations immediately upon cessation of the uncontrollable circumstance.

(g) *Incorporation by Reference.* By reference, this Contract incorporates all rules and policies of USU, including the rules and policies stated on the HRL website and the USU Student Code, and the Housing Application and Documentation, all of which are expressly incorporated and made part of this contract.

(h) *Amendment and Supplement.* Any amendment and/or supplement of this Contract shall come into force only after a written agreement is signed by both Parties. The amendment and supplement duly executed by both Parties shall be part of this Contract and shall have the same legal effect as this Contract.

(i) *Merger.* This Contract, its exhibits and attachments, and all regulations and policies referenced herein embodies the entire understanding of the Parties and supersedes all previous communications, representations, or understandings, either oral or written, between the Parties relating to the subject matter thereof.

(j) *Notice of Non-discrimination.* In its programs and activities, including in admissions and employment, Utah State University does not discriminate or tolerate discrimination, including harassment, based on race, color, religion, sex, national origin, age, genetic information, sexual orientation, gender identity or expression, disability, status as a protected veteran, or any other status protected by University policy, Title IX, or any other federal, state, or local law.

Utah State University does not discriminate in its housing offerings and will treat all persons fairly and equally without regard to race, color, religion, sex, familial status, disability, national origin, source of income, sexual orientation, or gender identity. Additionally, the University endeavors to provide reasonable accommodations when necessary and to ensure equal access to qualified persons with disabilities.

The following individuals have been designated to handle inquiries regarding the application of Title IX and its implementing regulations and/or USU's non-discrimination policies:

Executive Director of the Office of Equity
titleix@usu.edu
Old Main Rm. 161
435-797-1266

Title IX Coordinator
Hilary Renshaw
hilary.renshaw@usu.edu
Old Main Rm. 161
435-797-1266

For further information regarding non-discrimination, please visit <https://equity.usu.edu/>, or contact:

U.S. Department of Education
Office of Assistant Secretary for Civil Rights
800-421-3481
OCR@ed.gov

U.S. Department of Education
Denver Regional Office
303-844-5695
OCR.Denver@ed.gov

(k) *Severability.* The provisions of this Contract are severable, and in the event that any provision of this Contract

shall be determined to be invalid or unenforceable under any controlling body of the law, such invalidity or unenforceability shall not in any way affect the validity or enforceability of the remaining provisions herein.

RESIDENT ACKNOWLEDGES AND AGREES THAT BY SIGNING THIS CONTRACT, RESIDENT IS AGREEING TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH HEREIN AND WARRANTS THAT RESIDENT IS AT LEAST EIGHTEEN (18) YEARS OF AGE.