

Utah State University Housing and Residence Life
Single Student Housing Contract •2018-2019

for

Student Name _____, A# _____ (the "Student")

PLEASE NOTE: THIS CONTRACT COVERS THE ENTIRE TERM SELECTED BY THE STUDENT IN THE ONLINE HOUSING APPLICATION. STUDENT IS RESPONSIBLE FOR ALL ROOM RENT, MEAL PLAN (if required), AND FEES FOR THAT PERIOD. IF THERE IS ANY PART OF THIS CONTRACT WHICH STUDENT DOES NOT UNDERSTAND, PLEASE CONTACT HOUSING AND RESIDENCE LIFE ("HRL") FOR FURTHER INFORMATION.

This Housing Contract ("Contract") is a legally binding contract between Student and Utah State University ("USU"). USU and Student each may be referred to herein as a "Party" or collectively as the "Parties."

This Contract becomes effective upon Student's electronic signature of this Contract and payment of the Security Deposit/Reservation Fee and HRL's receipt of this information. This Contract 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 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) *Room*: the room assigned to the Student.

b) *Rates & Dates Sheet*: a schedule that is published online at www.usu.edu/housing for each academic year. The Rates & Dates Sheet includes the specific rates and dates applicable to this Contract. The Rates & Dates Sheet is specifically incorporated herein as an appendix to this Contract.

c) *Reservation Period*: one of the following periods selected in the Housing Application: 1) the FULL ACADEMIC YEAR, including fall and spring semesters, 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 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.

d) *Commencement Date*: 1) the fall semester move-in day, if the Reservation Period is the full academic year; 2) the spring semester move-in day, if the Reservation Period is the spring semester only; 3) the summer semester move-in day, if the Reservation Period is the summer semester only; or 4) another date agreed to in writing by Student and HRL. Each "move-in" date is listed on the Rates & Dates Sheet.

e) *Expiration Date*: 1) move-out day for the spring semester, if the Reservation Period is the full academic year or spring semester; or 2) move-out day for the summer semester, if the Reservation Period is the summer semester only. Each "move-out" date is listed on the Rates & Dates Sheet.

f) *Execution Date*: 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 Deadlines*: the dates listed on the Rates & Dates Sheet.

h) *Fees*: The following fees must be paid by Student (collectively, the "Fees"):

1) Rent Fees: Rent due as listed on the Rates & Dates Sheet.

2) Meal Plan Fees: If the Student lives in Bullen, Richards, Mountain View Tower, New Suite Style Residence Halls, or the Living Learning Community, then Student must 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 Rates & Dates 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 Fees are listed on the Rates & Dates 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 common areas (halls, corridors, living area, etc.) 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 both the Commencement Date and Expiration Date.

3. Term. The term of this Contract begins on the Commencement Date and ends on the Expiration Date ("Term"). At the conclusion of the Term, the Student must check-out in accordance with the Rates & Dates Sheet.

4. Fees and Payments.

a) *Payment of Fees and Additional Charges.* Student agrees to pay all Fees as defined herein. All such Fees shall be paid to the USU through the Student's USU account on or before the Due Dates. Rent and Meal Plan Fees are non-refundable except under limited circumstances as described in below. Student also agrees to pay any Additional Charges, which will be assessed in Student's USU account. Student shall pay all such Additional Charges by their specified due dates. 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 Student under this Contract by an amount greater than 5%, except as explicitly required by USU's President or its Board of Trustees.

b) *Late Fees.* Students shall be assessed late fees for all delinquent payments as specified in the Rates & Dates Sheet. Failure to pay timely any amounts owed under this Contract could prevent the Student from registering, using his/her USU activity card, release of transcript, or classes dropped.

c) *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 Contract have been met, then Security Deposit/Reservation Fee will be credited to the Student's USU account within 30 days of the Expiration Date. If the Student contracts to return to on-campus housing the deposit will be extended to the new Contract.

5. Compliance with Laws, Policies, and Rules. Throughout the Term, Student 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, the Rates & Dates Sheet, and all other applicable HRL and USU policies.

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

a) *Registration as USU Student.* Student must be a matriculated student of USU throughout the Term. A minimum of six credit hours is required for each of 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 at least 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 any and all roommates at all times. Any 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 HRL 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 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 staff member has knocked and been invited in; or 6) when the door is open and a violation of Student Conduct Codes 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.

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 Contract or USU 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 within the Room or the building. Service/support animals may be allowed only as a USU-approved accommodation to residents with disabilities. Student shall, at all times, abide by all fire and safety regulations of USU and other governing authorities.

g) *Condition of Room and Damage to USU Property.* Student shall maintain the Room in a clean, sanitary, and orderly condition throughout the Term. 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 the Expiration Date, Student shall complete all HRL move-out procedures and return the Room, common spaces, and all USU property (including, but not limited to, all furnishings and keys) to USU 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 USU 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.

7. Services Provided. HRL shall provide utilities (electricity, heat, water, sewer, internet (wired and wireless))

connection (dependent upon location), and cable TV connection). These utilities 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 USU 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.

8. Room and Roommate Assignments. Students may request a building, room, and 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.

9. Meal Plans. If Student resides in Bullen Hall, Richards Hall, Mountain View Tower, New Suite Style Residence Hall, and the Living Learning Community, then Student must purchase a HRL meal plan. Rules and policies regarding participation in the meal plan are set forth in the Rates & Dates Sheet. Students in all other on-campus housing areas have this as an option.

10. Assignment and Subletting. Student shall not assign, sublease, or transfer any interest in this Contract to any other party.

11. Termination by Student.

a) *Requesting Early Termination.* To request early termination, Student shall complete and submit the "Petition to Terminate Contract," which may be found at the HRL website, and any fees set forth in the petition. Any such received petition will be evaluated by HRL in accordance with the Cancellation Deadlines and associated conditions set forth in the Rates & Dates Sheet and in this Contract. Student agrees and acknowledges HRL reserves the right and sole discretion to accept or deny any such petitions.

b) *Effect of Early Termination.* Except as specifically provided for under Cancellation Deadlines in the Rates & Dates Sheet, early termination by Student shall result in the following: 1) forfeiture of the non-refundable Fees; and 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 penalty charges of \$25 per day.

c) *Reasons for Early Termination and Associated Conditions.* The Rates & Dates Sheet outlines the Cancellation Deadlines and associated conditions for early termination. As designated in the Rates & Dates Sheet, the Student must meet at least one of the following reasons for an early termination to be accepted by HRL (depending on the specific Cancellation Deadline and its requirements):

(i) Graduation, Change in Marital Status, Military Service, Medical Condition, or USU Required Internship (outside of Cache Valley). This circumstance must occur during the semester for which the Student is requesting to be released. The Security Deposit/Reservation Fee will be refunded based on documentation provided. Rent fees and meal plan fees (if termination is approved) will be prorated through the date that the student 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/Reservation Fee will NOT be refunded. Rent and meal plan fees assessed as listed in the table above. Rent fees and meal plan fees (if termination is approved) will be prorated through the date that the student completes the move-out process with HRL Staff.

(iii) Approved Sale of Contract. 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. Rent fees and meal plan fees (if termination is approved) will be prorated through the date that the student completes the move-out process with HRL Staff.

(iv) Contract Buy-Out. Student may buy out their contract for any remaining Term by making a final payment equal to seventy-five percent (75%) of Fees due for the remaining Term.

12. Termination by HRL.

a) *Material Breach.* HRL may terminate this Contract for cause under the following circumstances: Student 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 and requirements incorporated herein. In the event the Contract is terminated by HRL due to violation of policies, the Student will be responsible for the entire Fees associated with the Contract. If Student defaults in the performance or non-performance of any obligations under this Contract, Student 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 Student. If Student is referred to Collections, HRL reserves the right to deny future housing.

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 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 USU policies; (ii) Recover all Fees, damages, and other amounts owed by Student; 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 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 Contract without cause and Student has complied with all material terms of this Contract, then HRL shall return Fees paid by Student (except the non-refundable Application Fee) on a prorated basis.

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

14. Limitation of Liability. USU 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.

15. Indemnification. Student 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 Student, or Student's guests or invitees, in connection with Student's use of the Room and building, or Student's breach of this Contract or violation of any laws or policies of USU.

16. Photographs. Student 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 Student and the Room 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.

17. 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.* Student 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 Student 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.* Student 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 Student 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 Student 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 all terms and conditions in the Dates and Rates Sheet 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) *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.

STUDENT ACKNOWLEDGES AND AGREES THAT BY SIGNING THIS CONTRACT, STUDENT IS AGREEING TO BE BOUND BY ITS TERMS AND CONDITIONS. IF STUDENT IS UNDER EIGHTEEN (18) YEARS OF AGE, THEN STUDENT'S PARENT/GUARDIAN MUST ALSO EXECUTE THIS CONTRACT. IN SUCH A CASE, STUDENT'S PARENT/GUARDIAN ACKNOWLEDGES AND AGREES THAT BY SIGNING THIS CONTRACT, PARENT/GUARDIAN IS AGREEING TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS CONTRACT AND TO FULFILL ANY AND ALL OF STUDENT'S OBLIGATIONS AND DUTIES AS SET FORTH IN THIS CONTRACT.