1) **ELIGIBILITY**: You must be a registered University of Arizona student and maintain such status to live in University Graduate Housing.

2) **DEFINITIONS**: As used herein, the terms have the following meanings:
   a. “Graduate housing” means the La Aldea apartment complex.
   b. “Term” means from the date you receive keys to May 31, 2016, or the end of any approved summer extensions.
   c. “Application date” means the date La Aldea received the completed application and $50 non-refundable application fee.
   d. “Room” means the bedroom assigned to you within an Apartment.
   e. “Assignment” means the specific bedroom in a specific apartment assigned to you.
   f. “Occupancy” means accepting a specifically assigned room by officially checking into such room and accepting the key for the entire term of the agreement.
   g. “University” means the University of Arizona.
   h. "Apartment" means a room or suite of rooms inside of the La Aldea housing complex premises.
   i. “Rent” means the license fee required to be paid for your use and occupancy of the apartment or premises as set forth in this License Agreement.
   j. “2015-16 Graduate Housing License Agreement” means this Agreement and the terms, conditions, rules and regulations set forth in the Policies and Procedures for Hall Living and your Application, which are incorporated herein by reference.
   k. “Expected Arrival Date” means your anticipated date of arrival that you provide to Residence Life upon your application to live in La Aldea.

3) **NATURE AND TERM OF AGREEMENT**:
   a. The University retains possession of the Apartment and the Room. This Agreement constitutes a license to use the Apartment and the Room, as assigned, for a specific purpose. This Agreement is not a lease to possess the Apartment or Room, or to transfer any interest to you.
   b. This License Agreement becomes effective and binding upon your electronic agreement to its terms (if you are 18 or older at the time you submit the agreement) or receipt of your signed License Agreement Form.
   c. Apartment type, bedroom type and roommate requests will be considered but cannot be guaranteed. Failure to be assigned a requested roommate, desired apartment type, or bedroom type is not a basis for cancellation of this Agreement. You will be responsible for paying rent for the entire Term even if the room assigned to you is subsequently re-occupied.
   d. This License Agreement is for the entire agreement term including any summer extensions. Except in cases as outlined in section 11, you are responsible for paying rent for the entire duration of this License Agreement if you check out before its expiration but remain registered for classes at the University.
   e. Undergraduate academic and summer housing are not included in this License Agreement. Separate applications, agreements and rates apply to summer and undergraduate student housing.
   f. La Aldea remains open year round, including during all University holidays and breaks.

4) **TRANSFERABILITY**: This License Agreement is not transferable or assignable to another person. You may not sublicense any room to anyone at any time.

5) **OFFICIAL COMMUNICATION**:
   a. Residence Life sends all official communication to the student.
   b. Residence Life will send official correspondence to your University email address.

6) **CONFIRMATION RENT PAYMENTS**:
   a. A $300 Confirmation Rent Payment is required of all new applicants. This Confirmation Rent Payment confirms your intent to live in graduate campus housing and the payment will be credited against your student account. This payment is charged at the time of your assignment and is due no less than 30 days prior to your **Expected Arrival Date**.
   b. Failure to make the $300 Confirmation Rent Payment by thirty days prior to your **Expected Arrival Date** will result in the cancellation of your housing application and assignment to La Aldea by Residence Life. Reinstatement of a cancelled housing application will be considered on a space-available basis.
   c. If you cancel your application in writing no less than than 30 days prior to your **Expected Arrival Date**, your $300 Confirmation Rent Payment will be refunded to you.
d. If you cancel your application within 30 days of your Expected Arrival Date, you will forfeit your $300 Confirmation Rent Payment.

e. If your Expected Arrival Date is less than 30 days from the date of your application your Confirmation Rent Payment is non-refundable.

7) LATE CANCELLATION FEE: If you are a current resident who has applied to return to La Aldea, you must cancel your application in writing or on-line on or before July 1. If we do not receive your cancellation in writing, or via on-line, on or before July 1, you will be charged a $300 late cancellation fee.

8) OCCUPANCY:

a. Occupancy begins when you accept the keys to your assigned Apartment and Room. Only the student officially assigned and checked into a specific apartment and room may occupy that apartment and room. You may not duplicate or lend keys.

b. At the sole discretion of Residence Life, when necessary, you may be required to move to another Room or Apartment in order to consolidate unassigned space.

c. If you are assigned to and occupy a disability-adapted Apartment or Room, you may be required to change to another Apartment or Room at any time in the event that there is a need to use that Apartment or Room to accommodate a student with a disability.

d. You will be charged a $200 cancellation fee, your License Agreement will be terminated and we will retain your $300 confirmation rent payment if you fail to take occupancy under any of the following conditions: i) by 6:00PM on the first day of classes for the current academic semester, or ii) by 6:00pm on the fifth day after your Expected Arrival Date, whichever date occurs sooner. In the event you will be checking in later than the dates indicated above in i) and ii), you must notify La Aldea via e-mail, fax, or letter by 5 pm at least one business day prior to your Expected Arrival Date.

e. Occupancy of your Apartment extends to the specific bedroom and bathroom to which you are assigned, and the common areas of the Apartment. You are not permitted to occupy other bedrooms and/or bathroom spaces, even if those spaces are vacant.

f. In the event that you take occupancy of more than the specific Room and bathroom to which you are assigned, or hinder access to Room and bathroom spaces not assigned to you, you may be held financially responsible for any loss of rent that occurs from the University’s inability to assign that Room.

g. The maximum occupancy of each La Aldea Room is one person. Therefore, the maximum occupancy of a one-bedroom apartment is one person; the maximum occupancy of a two-bedroom apartment is two persons; the maximum occupancy of a four-bedroom apartment is four persons.

h. Students moving into La Aldea prior to August 5 must provide official documentation of an academic-related reason to move into La Aldea prior to August 5.

i. You are prohibited from using the room/apartment for any commercial purposes.

9) CONDUCT IN RESIDENCE:

a. You may only use the assigned room as permitted by this License Agreement and subject to the management and control of the University. You are responsible for complying with all state and federal laws, the Policies and Procedures for Hall Living; and the policies, rules and regulations of the University (including the Student Code of Conduct), including any subsequent policies, rules or regulations that the University adopts or publishes during the term of this License Agreement. Failure to do so may result in a monetary sanction, administrative transfer to another apartment, and/or eviction from La Aldea.

b. If you are removed or evicted from Graduate Housing for reasons of conduct during the fall semester, you remain responsible for the full fall semester rent plus a $200 License Agreement Release Fee. This applies regardless of whether or not you continue enrollment at the University. If you are removed or evicted from Graduate Housing for reasons of conduct during the spring semester, you remain responsible for the full spring semester rent, regardless of whether or not you continue enrollment at the University.

c. If you are evicted from La Aldea at any time, you will be ineligible to live in or visit in the future any residence owned and/or managed by the University.

10) RENT AND FINANCIAL REQUIREMENTS:

a. By taking occupancy of the apartment, you specifically agree to pay rent charges for the apartment for the entire term of this agreement, regardless of the amount of time you reside in the apartment. If, in accordance with section 3d, you check out of your assigned room any time before the end of the term of this agreement, and remain registered for classes at the University, you are financially obligated for rent through May 31.
b. Rent is charged to your University Bursar’s account and is payable monthly by the due date specified by the Bursar’s office.
c. **Unpaid Rent:** Failure to pay rent due may result in termination of this License Agreement and eviction from La Aldea.
d. **Rent may be prorated for a particular month if:**
   i. Your expected arrival date is on or after the 15th day of a calendar month and you move in on or after that day, your rent will be prorated for that month from the 15th day.
   ii. You take Occupancy of your Apartment and Room after August 5, 2014; January 7, 2015, or the first day of any other calendar month, due to a University-caused need to delay your initial occupancy, such as the University’s inability to provide the apartment for occupancy at that time.
   iii. The University requires you to vacate your apartment on or before the last day of any calendar month, due to the University’s need to take possession of your apartment, such as in the case of a building emergency or facility maintenance issue.
   iv. You meet the criteria in Section 11) c-e, and you vacate your apartment or room on or before December 18.
   v. You have extended your agreement through July 31, and you vacate your apartment or room on or before July 18.

e. **Rent will not be pro-rated for a particular month if:**
   i. You choose to take occupancy of your apartment after your Expected Arrival Date.
   ii. You choose to vacate your apartment prior to the last day of any calendar month, except as noted in 10.d.iii, above.

11) **NON-EVICTION TERMINATION OF LICENSE AGREEMENT:**

   a. **NOTE:** This section does not apply if you have been evicted from Graduate Housing for conduct reasons. If you voluntarily withdraw from the University (are not registered for any credits), remain withdrawn for the remainder of the 2014-2015 academic term, and check out pursuant to the required procedures for Graduate Housing, you will be charged rent based on the dates of your occupancy plus a License Agreement **early move-out fee**, according to the following schedule:

<table>
<thead>
<tr>
<th>If you live in a residence during the fall semester and check out:</th>
<th>You will pay:</th>
</tr>
</thead>
<tbody>
<tr>
<td>8/1/15 through 9/14/15</td>
<td>Pro-rated fall rent + $500</td>
</tr>
<tr>
<td>9/15/15 through 10/14/15</td>
<td>Pro-rated fall rent + $450</td>
</tr>
<tr>
<td>10/15/15 through 11/14/15</td>
<td>Pro-rated fall rent + $400</td>
</tr>
<tr>
<td>11/15/15 through 1/12/16</td>
<td>Full fall rent + $200</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>If you live in a residence during the spring semester and check out:</th>
<th>You will pay:</th>
</tr>
</thead>
<tbody>
<tr>
<td>1/10/16 through 2/21/16</td>
<td>Pro-rated spring rent + $500</td>
</tr>
<tr>
<td>2/22/16 through 3/20/16</td>
<td>Pro-rated spring rent + $450</td>
</tr>
<tr>
<td>3/21/16 through 4/20/16</td>
<td>Pro-rated spring rent + $400</td>
</tr>
<tr>
<td>On or after 4/21/16</td>
<td>Full spring rent</td>
</tr>
</tbody>
</table>

b. If you withdraw during the Fall semester, but are readmitted and register for classes during the Spring semester, your License Agreement remains in effect and you will be charged rent through May 31, 2016. If you would like to return to Graduate Housing for the Spring term under these conditions, you must notify the La Aldea office in writing (email, fax, letter) of your intention by the last day of final exams for the Fall semester.

c. If you leave the University to attend an official University-approved program (internship, Study Abroad, National Student Exchange or other student exchange program) that will 1) require you to reside outside of the Tucson metropolitan area during the Spring semester, or 2) result in you not being registered for Spring classes at the University, you will not be responsible for Spring semester rent and no License Agreement Release Fee will be charged. To avoid penalty, you must submit a copy of the official program document to the La Aldea office no later than three days prior to the end of the fall semester, and check out pursuant to the required procedures by Graduate Housing by December 31st.

d. If you graduate from the University of Arizona at the end of the Fall semester and check out pursuant to the required procedures by Graduate Housing by December 31st, you will not be responsible for Spring semester rent and no License Agreement Release Fee will be charged.

e. If you have completed all coursework necessary for your advanced degree at the end of Fall semester and officially change status with the Graduate College to “all but dissertation” (ABD), you will be released with no financial consequence provided you submit official documentation to the La Aldea Office showing your change in status with the Graduate College.
12) **DAMAGES, LOSSES AND FEES:**
   a. You are financially responsible for all damages to and losses of University property attributable to your act, omission, neglect or participation in any individual or group activities.
   b. You are responsible for removing your own personal trash and placing it in the outside trash enclosures and placing it in the appropriate receptacle. You will be charged a fee of $45 for each bag/box of trash found in a community area of La Aldea that is identified as yours.
   c. In the event that damage charges cannot be attributed to a specific resident or group of residents, such as trash found or damages occurring in a community area, the charges will be allocated among all non-staff residents of La Aldea. All such damage charges will include an 18% administrative fee.
   d. Charges will be assessed to your University Account for all apartment/room keys ($35), mailbox keys ($10), and entrance access cards ($25) that are lost or not returned. Broken keys will be replaced at no charge provided you return the broken portion of the key stamped with the key identification numbers.
   e. You will be charged a $20 lock-out fee each time you misplace your keys and require a staff member’s assistance to gain access to your room.
   f. Acts of vandalism and other criminal acts or conduct are subject to financial and disciplinary action, and to prosecution by State authorities.

13) **CHECKING OUT:**
   a. When moving out of La Aldea, you must remove all personal belongings, clean and return your room/apartment to the condition it was in when you moved in, return all keys, and check out with a Community Resident Assistant (CRA) in accordance with established check-out procedures for La Aldea.
   b. If you fail to check out properly, you will be charged a $150 improper check-out fee, in addition to charges for any damages and unreturned keys. You may be charged for clean-up and disposal of trash in, or damages done to, your room or common area.
   c. If you fail to check out with a CRA, you waive your right to be present as any damages are identified and charges assessed.
   d. If you fail to check out, remove your personal items or vacate the room and Graduate Housing as required above, the University will change the room lock(s), retake the room, and take possession of any of your personal property found in the room and store it, at your expense, for a period of 21 days. If you do not contact Residence Life to reclaim the property within the 21-day time period, the property will be considered abandoned and the University may sell or otherwise dispose of the property.

14) **APARTMENT AND BEDROOM TRANSFERS:** Transfer of assignment from one assigned apartment or bedroom to another must be approved and administered through the La Aldea office. Transfers will be permitted based on space availability. Your University account must be paid in full prior to La Aldea approval of any transfer. You will be charged or refunded a prorated amount for a difference in rent if you transfer to a different apartment/bedroom type. A fee of $50 will be charged to your University account for each apartment or bedroom transfer, including within the same apartment.

15) **THE UNIVERSITY RESERVES THE FOLLOWING RIGHTS:**
   a. To change or cancel room assignments at will or in the interest of order, discipline, emergency, health, safety, welfare or other administrative reason.
   b. For authorized personnel to enter and inspect rooms at any time to verify inventory records or occupancy; to perform maintenance; to enforce safety, health and University Student Code of Conduct or Graduate Housing Community Standards; or during an emergency.
   c. To prohibit non-residents from being on the premises in the interest of order, or for discipline, emergency, health, safety, welfare, or other administrative reason.
   d. To permanently remove or evict you from Graduate Housing for non-compliance with any of the terms and conditions of this License Agreement.
   e. To terminate this Agreement at any time if you fail to maintain your status as a student at the University of Arizona, fail to pay rent when due, or breach any of the other terms or conditions contained in this Agreement.
   f. To revise or amend this University License Agreement from time to time to meet administrative needs.

16) **PERSONAL PROPERTY:** The University is not responsible for loss, theft or damage to your personal property and effects, or for the personal property and effects of your guests. You should individually obtain insurance coverage for personal property and effects, if desired.
17) **ENTIRE AGREEMENT:** The provisions contained in this License Agreement constitute the entire agreement between the parties with respect to the subject matter of this Agreement, and no prior or contemporaneous statement or inducement with respect to the subject matter by either party or by any agent or representative of either party that is not contained in this Agreement shall be valid or binding between the parties.

18) **IMPROPER BUSINESS RELATIONSHIPS/CONFLICT OF INTEREST PROHIBITED:** In connection with this License Agreement, each party shall ensure that no improper, unethical, or illegal relationships or conflicts of interest exist between the University and any other party to this Agreement. The University reserves the right to determine the materiality of such relationships, when discovered or disclosed, whether intended or not; and to decide whether or not this License Agreement shall be cancelled. Such cancellation shall be at no fault or liability whatsoever to the University.

19) **LACK OF FUNDING:** The License Agreement may be canceled without further obligation on the part of the Arizona Board of Regents and the University of Arizona in the event that sufficient appropriated funding is unavailable to assure full performance of the terms. The party to this License Agreement shall be notified in writing of such non-appropriation as soon as reasonably possible. No penalty shall accrue to the Board or the University in the event this cancellation provision is exercised. This cancellation provision shall not be construed so as to permit the University to terminate the License Agreement in order to offer similar services to another party.

20) **REMEDIES AND APPLICABLE LAW:** The License Agreement shall be governed by and construed in accordance with the laws of the State of Arizona. University and party to this License Agreement shall have all remedies afforded each by said law. The venue in any action or litigation commenced to enforce the Agreement shall be instituted in the appropriate courts in Arizona.
Please read the License Agreement document included with this form, then complete and submit this License Agreement Form (this page only) to La Aldea.

Please read the current University Graduate Housing Policies and Procedures for Hall Living found on the Residence Life website (http://www.life.arizona.edu).

You may complete the License Agreement via “My UAHousing” on the website noted above – OR – submit this License Agreement Form.

MAIL TO: La Aldea Apartments
825 E Fifth St.
Tucson, AZ 85719

~OR~ FAX TO: (520) 626-0337

~OR~ SCAN AND EMAIL TO: laaldea@life.arizona.edu

If you have any questions call the La Aldea office at (520) 626-0336 or e-mail: laaldea@life.arizona.edu.

This is a time-sensitive document. Please adhere to the confirmation deadline date provided to you upon assignment so your housing application and assignment are not cancelled.

Student Name: ______________________________________________________________

(_______)(_______)(_______)

(Last) (First) (Middle)

Eight-digit University student ID number: ________________________________

By signing below, I attest that I have read, and agree to, the Terms and Conditions of the 2014-2015 University Graduate (La Aldea) Housing License Agreement and the Policies and Procedures for Hall Living (available on our website – http://www.life.arizona.edu). I understand this License Agreement is for the entire term (the date you receive keys until May 31, 2015, or the end of any approved summer extensions). This is a legally binding agreement.

Student’s signature (required) ___________________________________________ Date: _________________

Office Use Only:
Rec’d Date: __________ Date Entered: ______________ Initials: ___________