

2010-2011 University Undergraduate Housing License Agreement: Terms and Conditions

1) **ELIGIBILITY:**

You must be a full-time, registered University of Arizona student and maintain such status to live in University housing. If you drop below full-time status, you must contact Residence Life for approval to remain in the residence. However, by dropping credits, you are still bound to the License Agreement and financial responsibilities still apply.

2) **DEFINITIONS:** As used herein, the term:

- a. "Academic year" means August 19, 2010 or the date you move in (whichever is earlier), through May 14, 2011.
- b. "Spring only" means moving into a residence from January 9, 2011 through May 14, 2011.
- c. "Application date" means the date Residence Life received your completed housing application with the \$150 non-refundable application fee.
- d. "Room" also means apartment, if an apartment is assigned to you.
- e. "Occupancy" means accepting assigned accommodations by officially checking into a residence as defined herein following a prescribed process and accepting the key to occupy a specifically assigned room, whether or not you move in, for the term of the academic year or spring only, as applicable.
- f. "Residence(s)" includes and refers to residence halls and apartments operated by the University of Arizona. It does **not** include nor refer to fraternities, sororities, nor any other building/facility **not** operated by Residence Life at the University.
- g. "Rent" means the license fee you are required to pay for your use of the room as set forth in this License Agreement.
- h. "University" means the University of Arizona.

3) **DURATION OF AGREEMENT AND EFFECTIVE DATES:**

- a. If you plan to live in University housing, you must read and agree to the terms of the License Agreement.
- b. This License Agreement is for the entire **academic year** or **spring only**, as applicable. Rents are billed and payable by semester in full or by the University's payment plan.
- c. This License Agreement and the Community Standards (found in the Community Living Guide at <http://www.life.arizona.edu/undergraduate/forms/index.asp>) are in effect from the date you sign the License Agreement until the date you check out of your residence on the last day of the academic year or spring only, as applicable.
- d. The residences will be **closed and not accessible** during the winter recess between fall and spring semesters (December 19, 2010-January 9, 2011). You must vacate your residence, but may leave your personal belongings. Residences remain open with limited services during the Thanksgiving (November 25-28, 2010) and spring (March 12-20, 2011) recesses.
- e. Summer housing and graduate housing are not included in this License Agreement. Separate applications, agreements and rates are available on the Residence Life website at <http://www.life.arizona.edu>.

4) **OFFICIAL COMMUNICATION:**

- a. As an admitted student of the University of Arizona, you are required to register for a University email address (user@email.arizona.edu). Once you have done so, this address will automatically become your official email address and will be used by Residence Life for all official electronic correspondence including, but not limited to, the status of your application and assignment, housing-related deadlines, conduct notification, important announcements, and process notifications. You should check your official University email account on a regular basis. Residence Life will not send electronic correspondence to a third-party email account such as Hotmail, Yahoo, Gmail, etc., for a student who has a registered University email account.
- b. All rooms are provided with local telephone service and a unique telephone number **except Parker House**. You must provide the telephone instrument and an answering device. Upon occupancy, Residence Life will use your room's telephone number for all official voice communications including, but not limited to, maintenance work requests, computer/network technical support, equipment check-out, recruitment and selection processes, package deliveries and general customer service inquiries. Most

service centers within Residence Life, including residence front desks, do not have the capability to dial long-distance numbers and will not return student calls to phone numbers outside the Tucson local dialing area.

- c. All rooms are provided with a mailbox for both United States Postal Service general delivery and internal communications. Upon occupancy, Residence Life will use your residence mailbox for all official written communications including, but not limited to, housing-related deadlines, conduct notifications, important announcements, and process notifications. Check your mailbox frequently and pay close attention to any Residence Life correspondence that is delivered. Residence Life will not send these communications to any address other than the residence mailbox. There is no mail delivery during Thanksgiving, winter or spring breaks.
- d. All official communication, whether written or electronic, will be sent to you (the student). Copies of such correspondence will not be sent to third parties, including parents/guardians.

5) APPLICATIONS:

- a. Before an application for housing will be accepted, you must first be admitted to the University of Arizona. Furthermore, you must have completed, signed, and returned to Residence Life the application form (accompanied by a \$150 non-refundable application fee) either online or by mail. Financial Aid awards do **not** cover the \$150 application fee. The fee cannot be waived or deferred.
- b. You will be held responsible for the accuracy and truthfulness of the information submitted on and/or related to your application for housing, especially as it relates to the identification of your status as a smoker/non-smoker. If at any time we find that you are a smoker and that you did not indicate that accurately on the housing application, you may be transferred to a different residence, at your own expense and without regard for your application date and preferences.

6) UNIVERSITY UNDERGRADUATE HOUSING LICENSE AGREEMENT:

- a. This License Agreement becomes effective and binding upon receipt of your signed License Agreement Form.
 - 1. If you are currently 18 years of age or older, you may complete and submit it electronically or by completing and submitting the paper License Agreement Form to Residence Life. For online purposes, authentication of your identity is achieved via the University's WebAuth system, which requires you to enter your UA NetID and password to access the License Agreement. The combination of proper authentication and electronic submission of your promise to abide by the terms of this Agreement constitutes a valid, electronic signature.
 - 2. **If you are currently under the age of 18**, you and your parent/guardian must sign and submit the University Undergraduate Housing License Agreement Form. Because of the need for a parent/guardian's signature, this cannot be done electronically.
- b. This License Agreement is not transferable or assignable to another person. You may not sublicense any room to anyone at any time.

7) CONFIRMATION RENT PAYMENTS:

- a. A \$200 confirmation rent payment is required of all **academic** year applicants by the confirmation deadline date included in your assignment notice. If you are an incoming first-year student and your confirmation deadline is **earlier than May 1, 2010**, your \$200 confirmation rent payment is due by **May 1, 2010**. This confirmation rent payment (which is separate from your previously paid \$150 non-refundable application fee and your University enrollment deposit) is a portion of your semester rent and confirms your intent to live in campus housing.
- b. Failure to make the \$200 confirmation rent payment by the appropriate deadline noted in paragraph 7a above will result in the **cancellation** of your housing application and any assignment by Residence Life.
- c. Your \$200 confirmation rent payment, if paid, is refundable *only* for cancellations received in writing by Residence Life on or before **May 1, 2010** or the **confirmation deadline** noted in your assignment notice(s), whichever is later.
- d. If you qualify under the University's guidelines for deferment of the University enrollment deposit, you may also request deferment of the \$200 confirmation rent payment. If you are eligible and request deferment of the \$200 confirmation rent payment, but cancel your housing application *after* **May 1, 2010** or the **confirmation deadline** noted in your assignment notice(s), whichever is later, **you will owe the University the \$200 confirmation rent payment**.

8) ASSIGNMENTS:

- a. Assignment to and occupancy of a residence room are subject to acceptance for admission, enrollment in classes at the University of Arizona, your acceptance of this License Agreement, and space availability.

- b. Assignments are made based on a combination of criteria including your housing application date, community preferences, living-learning community requests, roommate requests, and space availability. While we do our best, we are not able to guarantee your preferences or an assignment to any particular residence or room.
- c. You may submit residence reassignment requests, roommate requests, and preference changes for the academic year to Residence Life until **July 1, 2010**. Reassignment requests will *only* be accepted if your University enrollment deposit and \$200 confirmation rent payment are paid (or deferred) and if you have signed this License Agreement. See our website at <http://www.life.arizona.edu> for details and forms.
- d. Roommates are assigned randomly unless mutually requested. We make every effort to assign you to your requested roommate (if that request is mutual); however, we cannot guarantee it. The University of Arizona does not accept roommate requests or assign roommates based on race, color, sexual orientation, national origin, religion, Vietnam era veteran's status, age, or disability.
- e. Room and roommate information will be available online through Student Link and mailed to you in mid-July for the academic year. This allows Residence Life the flexibility to grant as many mutual roommate and reassignment requests as possible. No reassignments or assignment changes will be made after room and roommate information has been made available.
- f. If you are a spring-only applicant, you will receive your housing assignment online in December and January. Rooms and roommate information will be provided during check-in.

9) OCCUPANCY:

- a. Occupancy begins when you accept a key to your room. Only the student officially assigned and checked into a specific room may occupy that room.
- b. When necessary, you may be required to move to another room in order to consolidate unassigned space or exercise the option, if available, of occupying an unassigned space in your assigned room at an additional cost. You may occupy only the type of room for which you are paying.
- c. If you are assigned and occupy a disability-adapted room, you may be required to change rooms *at any time* in the event that there is a need to accommodate a student with a disability.
- d. If you fail to take occupancy by 7 PM on August 21, 2010 for the academic year or 7 PM on January 11, 2011 for spring only (the "no show" dates), you will be considered a "no-show," and your housing application and assignment will be canceled. The \$200 confirmation rent payment for academic year applicants will be forfeited. If you deferred the \$200 confirmation rent payment and are a "no-show," you will owe the University the \$200 confirmation rent payment. **In the event you will be checking in later than the dates noted, you must notify the Residence Life office in writing (email, fax, letter) prior to the "no show" dates noted above.**
- e. You are prohibited from using the room for any commercial purpose.

10) RENT AND FINANCIAL REQUIREMENTS:

- a. By officially checking into a residence and accepting the room key, you take occupancy of the room and specifically agree to pay rent charges for the room for the entire academic year or spring only as applicable, whether or not you actually live there.
- b. Release from the License Agreement:
 1. Full academic year rent or spring-only rent, as applicable, will be charged if you check out of a residence room but do not withdraw from the University and are registered for at least one credit.
 2. Except in cases of removal or eviction as covered in Section 13, paragraph b., if you withdraw from the University (are not registered for any credits), remain withdrawn for the full 2010-2011 academic term, and check out pursuant to the required procedures for your residence, you will be charged rent based on the dates of your occupancy plus a License Agreement release fee, according to the following schedule:

FALL

August 15, 2010 and September 14, 2010
September 15, 2010 and October 14, 2010
October 15, 2010 and November 14, 2010
November 15, 2010 and January 11, 2011

Prorated fall rent + \$500.00
Prorated fall rent + \$450.00
Prorated fall rent + \$400.00
Full fall rent + \$200.00

SPRING

January 9, 2011 and February 21, 2011
February 22, 2011 and March 20, 2011
March 21, 2011 and April 20, 2011
April 21, 2011 and May 14, 2011

Prorated spring rent + \$500.00
Prorated spring rent + \$450.00
Prorated spring rent + \$400.00
Full spring rent

3. If you withdraw during the fall term, but are readmitted and registered for classes during the spring term, your License Agreement remains in effect and you will be charged full academic year rent. Should you desire to return to a residence for the spring term under these conditions, you must notify the Residence Life office in writing (email, fax, letter) with your intent by December 17, 2010.
 4. If you leave the University and check out pursuant to the required procedures from your residence by December 19, 2010 to attend an official University-approved program (internship, Study Abroad, National Student Exchange or other student exchange program), you will be released with no License Agreement release fee provided you submit a copy of the official program document to Housing Assignment Services by December 14, 2010.
 5. If you graduate from the University of Arizona at the end of the fall semester and check out pursuant to the required procedures from your residence by December 19, 2010, you will be released with no License Agreement release fee.
- c. Any unpaid checks returned to the University of Arizona or Residence Life will be assessed a \$25 service charge and applicable late charges. Upon assignment to a collection agency, you will be responsible for collection charges and any attorney's fees. Per Arizona Revised Statutes 12-671, you may also be subject to liability of twice the amount of the check or \$50, whichever is greater, together with costs and reasonable attorney's fees. Stopping a payment on a check **will not** cancel your housing application, fee, or rent charge. The amount of the check will remain on your University Bursar account and will be subject to the collection process.
- d. **Fall 2010 Rent:** Your remaining rent balance is due by the specified date printed on your University Bursar summary mailed to you in July. Rent payments may be included with your tuition/registration payment. **The Bursar applies late fees to unpaid accounts.**
- e. **Spring 2011 Rent:** Spring rent will be due by the specified date printed on your University Bursar summary mailed to you in January. Rent payments may be included with your tuition/registration payment. **The Bursar applies late fees to unpaid accounts.**
- f. **Flexible Payment Plan:** You have the option to pay semester rent in three installments per semester. Details about the plan are posted on the Residence Life website at <http://www.life.arizona.edu> and are available on Student Link.

11) CHECK-OUT PROCEDURES:

- a. You must remove all personal belongings and check out of and vacate your room and residence by the last day of the academic year. **If you check out of your residence at any time during the semester or at the end of the semester and do not plan to return to the residence, you must complete an official check-out.** Please follow the established check-out guidelines, which include setting up a check-out time with a resident assistant (RA), removing all your belongings from your room, cleaning your room, returning your room to its condition at check-in, and returning all keys. If you fail to check out, you will be charged a prorated amount for subsequent days. Failure to complete the official check-out procedure will result in a \$100 improper check-out fee, in addition to charges for any unreturned keys. You may receive charges for trash in, or damages done to, your room or common area. See an RA to best ensure a successful check-out. If you fail to meet an RA for your scheduled check-out appointment, you waive your right to be present as charges for damages are assessed. You are expected to check out of the residence within 24 hours after you either withdraw from the University or complete your last final exam.
- b. In the event that you fail to check out, remove your personal items or vacate the room and residence 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.

12) TRANSFERS AND ROOM CHANGES:

Transfer of occupancy from one room to another is done through Residence Life's online transfer request process. No residence or room transfers will be permitted during the first three weeks of the Fall semester or after Thanksgiving recess; or during the first two weeks of Spring semester or after spring recess. You will be charged or refunded a prorated amount for a difference in residence rents. A fee of \$10 will be charged to your University account for each accepted and approved residence transfer and/or room change, whether or not you then choose to move. All transfers must be made and completed according to the timeline in the residence transfer process. Failure to vacate and properly check out of one residence after moving into another may result in a \$100 improper check-out fee and rent charges for **both** assigned rooms until you complete a proper check-out.

13) CONDUCT IN RESIDENCES:

- a. You do not have exclusive possession or control of the residence and room. You may 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 University Undergraduate Housing Community Standards; 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 administrative transfer to another residence, removal or eviction from the Residence Life system and from the University.
- b. **If you are removed or evicted from a residence for reasons of conduct during the fall semester, you remain responsible for the full fall semester rent plus a \$200 License Agreement release fee (see 10b.) This applies regardless of whether or not you continue enrollment at the University. If you are removed or evicted from a residence 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. You may be evicted from your residence for conduct-related offenses including but not limited to: tampering with fire safety equipment or devices including but not limited to creating false fire alarms, discharging fire extinguishers; making a bomb threat; possession of large amounts of alcohol or repeated use of alcohol; underage possession of alcohol; threatening or disruptive behavior, possession, use or distribution of an illegal drug (including marijuana) or a controlled substance; possession of a weapon or simulated weapon; theft; acts of violence, or permitting unauthorized persons to gain access to the residence. Certain violations may be referred to the Dean of Students Office, the police, and your parents.
- d. A monetary sanction will be assessed if you are found to be in violation of a Community Standard or the policies, rules and regulations of the University including the Student Code of Conduct.
- e. If you are evicted from any residence at any time, you will be ineligible to live in any residence owned and/or managed by Residence Life in the future.

14) 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 group activities.
- b. You are responsible for removing your own personal trash and placing it in the designated outside receptacle. You will be charged a fee of \$25 for each bag/box of trash found in a community area of the residence that is identified as yours.
- c. **In the event that damage charges cannot be attributed to a specific resident or a group of residents, such as trash found or damages occurring in a community area of the residence, the charges will be divided equally among all non-staff residents of a wing, floor or residence.** In addition, all damage charges will include an 18% administrative fee. If you witness a damage occurring, it is in your best interest to report this information to the appropriate community director or staff member.
- d. You will be charged for all room keys (\$50), mailbox keys (\$20), and entrance keys/temporary access card (\$30) that are lost or not returned. Key charges will be applied to your University student account. 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 \$10 "lock-out fee" each time you misplace or forget 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.
- g. You may submit a written appeal of the fees for damages or losses in writing, but it must be done within 60 days of when the change was posted to your Bursar account.

15) THE UNIVERSITY RESERVES THE FOLLOWING RIGHTS:

- a. To change or cancel residence or room assignments at will or in the interest of order, discipline, emergency, health, safety, welfare or other substantial 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 Housing Community Standards; or during an emergency.
- c. To prohibit non-residents from being on the premises of individual and/or multiple residences in the interest of order, or for discipline, emergency, health, safety, welfare, or other substantial administrative reason.
- d. To permanently remove or evict you from the residence for non-compliance with any of the terms and conditions of this License Agreement.
- e. To revise or amend this University License Agreement from time to time to meet administrative needs.
- f. 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.
- g. The University retains possession and control of the residence/rooms premises. This Agreement constitutes a license to use and occupy the premises, as assigned, for a specific purpose. This Agreement is not a lease to possess the room or residence or to transfer any interest in the room/residence to you.

16) TERMINATION:

The University may 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 promises or conditions contained in this Agreement.

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.