

1) ELIGIBILITY: You must be an enrolled University of Arizona student and maintain such status to live in University housing.

2) DEFINITIONS: As used herein, the term:

- a. "Academic Year" means August 22, 2019 or the date you move in (whichever is earlier), through May 15, 2020.
- b. "Fall Semester" means August 22, 2019 or the date you move in (whichever is earlier), through December 20, 2019.
- c. "Winter Break" means December 21, 2019 to 12:00 noon on January 12, 2020.
- d. "Spring Only" means January 12, 2020 through May 15, 2020.
- e. "Residence(s)" includes and refers to dorms/residence halls and apartments operated by Housing & Residential Life at the University of Arizona. It does not include or refer to fraternities, sororities, or any other building/facility not operated by Housing & Residential Life at the University.
- f. "Room" means the accommodations assigned to you, including an apartment, if applicable.
- g. "Bed Space" means the accommodations, furnishings and physical space within a Room for each occupant assigned to that room. A Room will have one or more Bed Spaces.
- h. "Licensing Agreement" means this Agreement and the terms, conditions, rules and regulations set forth in the *Policies and Procedures for Hall Living*, your housing application and the University's Student Code of Conduct, which are incorporated herein by reference.
- i. "Occupancy" means accepting a specifically assigned Room by officially checking into such Room and accepting the key for the entire term of the agreement.
- j. "Rent" means the license fee you are required to pay for your use of the Room as set forth in this License Agreement.
- k. "University" means the University of Arizona.
- l. "Returning Student" means any student signing this agreement who lived in a Residence during the previous academic year.

3) NATURE AND TERM OF AGREEMENT:

- a. The University retains possession of the Residence and the Room. This License Agreement constitutes a license to use the Residence and the Room, as assigned, for a specific purpose. This License Agreement is not a lease to possess the Residence or Room, or to transfer any interest in either to you.
- b. This License Agreement becomes effective and binding upon your electronic signature (if completed online) or when the University receives your signed License Agreement.
- c. Roommate and dorm/residence hall requests will be considered but cannot be guaranteed. Failure to be assigned a requested roommate or desired Residence is not a basis for cancellation of this License Agreement. You will be responsible for paying Rent for the entire License term even if the Room assigned to you is subsequently re-occupied by another eligible student moving from a different Room or Residence.
- d. This License Agreement is for the entire **Academic Year** or **Spring Only**, as set forth in your Application.
- e. With the exception of Honors Village and the Residence(s) designated for Winter Break housing, all Residences will be **closed and not accessible** during the Winter Break. You must vacate your Residence by 12:00 noon on the last day of the Fall Semester but may leave your personal belongings. The only exception to this provision is if you are assigned to Honors Village or a designated Winter Break Residence and you choose to stay in your Residence during the Winter Break (additional fees apply).
- f. Summer and graduate student housing are not included in this License Agreement. Separate applications, agreements and rates apply to these housing accommodations.

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: Housing & Residential Life sends all official communication to the student. Email to the student's University email address is the primary method of communication.

6) RENT DOWN PAYMENTS:

- a. A \$200 rent down payment (the "Rent Down Payment") is due by the deadline provided to you in your housing application. This Rent Down Payment (which is separate from your \$150 non-refundable housing application fee and your University enrollment fee) is credited toward your fall semester Rent and confirms your intent to live in a Residence.
- b. Failure to timely pay the Rent Down Payment by the deadline noted in paragraph **6)a.** above will result in cancellation of your housing application (and any related assignment). Reinstatement of a cancelled housing application will be considered on a space-available basis.

- c. The Rent Down Payment, if paid, is refundable only if cancellation of your housing application is received by Housing & Residential Life, from you, before you are assigned to a Residence.
- d. If you qualify under the University's guidelines for deferring your University enrollment deposit, you may also request deferment of the Rent Down Payment. If your Rent Down Payment is deferred and your housing application is cancelled *after* you are assigned to a Residence, **the Rent Down Payment will be charged to your University account and payment will be collected in accordance with the University Bursar's Office payment policies/deadlines.**
- e. Rent Down Payments are not applicable to Spring Only housing applicants.

7) 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. Unless otherwise approved by the University, in writing, you may occupy only one (1) Bed Space in your Room. You must ensure at all times that any vacant Bed Space in your room is clean and prepared for another assigned occupant to move in. In the event that you take occupancy of more than the specific Bed Space to which you are assigned, or hinder access to a Bed Space not assigned to you, you will be held financially responsible for any loss of rent that occurs from the University's inability to assign that Bed Space.
- c. At the sole discretion of the University, you may be required to move to another Room to consolidate unassigned space, to accommodate a student with a disability, or for any other reason deemed necessary by the University.
- d. If you will be checking in later than 7 PM the day prior to the first day of classes (fall semester for the Academic Year or spring semester for Spring Only), you must notify the Housing & Residential Life office in writing (email, fax, letter) prior to those dates/times. If you have not notified Housing & Residential Life of a later arrival date/time and you fail to take Occupancy by the dates/times noted above, you will be considered a "no-show," and your housing application and assignment will be canceled.
- e. You are prohibited from using the Room for any commercial purpose.

8) CONDUCT IN RESIDENCES:

- 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 and/or other sanction, administrative transfer to another Residence or termination of this License Agreement resulting in your removal from University housing.
- b. You are responsible for maintaining the assigned Room and attached bathroom (if any) in a condition that meets Housing & Residential Life health and safety standards. Housing staff will periodically inspect the condition of your assigned Room and any attached bathroom and will notify you of any conditions that are not consistent with those standards. You will be given a reasonable amount of time to correct those conditions. If, upon re-inspection, any noted condition has not been corrected by the deadline provided to you, Housing staff will make such corrections and you will be charged for the costs associated with doing so. The University will not be responsible for loss of, or damage to, any of your personal property/belongings that must be moved or relocated in order to complete required corrections.
- c. If this License Agreement is terminated for conduct reasons, you will be required to move out of your assigned Residence by the date indicated in your conduct-related communication and you will NOT be eligible to live in or visit any Residence owned and/or managed by the University, unless eligibility is later restored by the University after an appeal to Housing and Residential Life.

9) RENT AND FINANCIAL REQUIREMENTS:

- a. By taking Occupancy of the Room, you specifically agree to pay Rent charges for the Room for the entire term of this License Agreement, regardless of the amount of time you reside in the Room. Except for termination for conduct reasons, as set forth in Sections **8)c.** and 10, , if you check out of your assigned Room any time before the end of the term of this License Agreement, and remain registered for classes at the University, you remain financially obligated for Rent through the end of the Academic Year in May.
- b. Each semester's Rent will be charged to your University account and payment is due by the first day of classes for the applicable semester. The University Bursar's Office provides an option for you to pay your semester Rent charge in three payments. The University Bursar's Office will assess late payment fees to accounts with unpaid charges.
- c. If you are assigned to a room in the Honors Village, you will be required to purchase at least the minimum Honors Village meal plan associated with the type of room to which you are assigned. If you take no action otherwise, you will automatically be signed up and charged for the default meal plan associated with the type of room to which you are assigned in the Honors Village. Meal plans are provided and managed by Arizona Student Unions.

10) TERMINATION OF LICENSE AGREEMENT:

- a. If your License Agreement is terminated for conduct reasons, you will be charged Rent through the effective date of your removal or the date you check out, whichever is later (pro-rated Rent), plus you will be charged 65% of remaining Academic Year Rent or \$2,500.00, whichever is less. This applies regardless of whether or not your enrollment at the University continues.
- b. Except in cases as outlined in Sections 10)a., d., e. and f., if you voluntarily withdraw from the University (are not registered for any credits), remain withdrawn for the remainder of the Academic Year, and check out pursuant to the required procedures for your Residence, you will be charged Rent through the date on which you check out or the date on which you withdraw from the University, whichever is later (pro-rated Rent), plus \$600 or Rent through the end of the Academic Year in May, whichever is less. A pro-rated rent charge will be no less than the pro-rated rent for one (1) day. Early move-in fees will not be refunded nor pro-rated.
- c. If you voluntarily withdraw from the University during the term of this License Agreement, but are later readmitted and register for classes during the Academic Year, your License Agreement remains in effect and you will be charged Rent through the end of the Academic Year in May. If you would like to return to a Residence under these conditions, you must notify the Housing & Residential Life office in writing (email, fax, letter) of your intention at least two (2) business days before you wish to take Occupancy.
- d. If your initial Occupancy under the terms of this License Agreement begins before the last day of the Fall Semester, you voluntarily withdraw from the University (are not registered for any credits), you remain withdrawn for the remainder of the Academic Year, and you check out pursuant to the required procedures for your Residence after November 14, 2019 and before January 15, 2020, you will be charged Rent through the end of the Fall Semester in December or the date on which you check out, whichever is later, plus \$200.
- e. If you leave the University and check out pursuant to the required procedures from your Residence by 12:00 noon on the last day of the Fall Semester 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 2020 semester, or 2) result in you not being registered for spring 2020 classes at the University, you will be charged Rent through the last day of the Fall Semester in December and you will not be responsible for spring semester Rent, provided you submit a copy of the official program document to Housing & Residential Life's Housing Assignment Services office by the last day of the Fall Semester. If you provide such documentation after the last day of the Fall Semester, the terms in Section 10)b. above will apply.
- f. 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 12:00 noon on the last day of the Fall Semester in December, you will be charged Rent through the last day of the Fall Semester and you will not be responsible for Spring Semester Rent.

11) RETURNING STUDENT CANCELLATION: If you are a Returning Student, you have been assigned to a Residence for the Academic Year, and your housing application is cancelled for any reason by you or the University:

- a. On or after May 15, 2019 and before July 1, 2019, you will be charged a \$300 late cancellation fee.
- b. On or after July 1, 2019, you will be charged a \$600 late cancellation fee.

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 designated outside receptacle. You will be charged 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.
- d. Charges will be assessed to your University account for all room keys, mailbox keys, and entrance keys/temporary access cards 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 "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 federal, state or local authorities.

13) MOVING OUT:

- a. When moving out of the Residence, a proper check-out will consist of you removing all personal belongings, cleaning and returning your Room to the condition it was in when you moved in, returning all keys and checking out with a Resident Assistant (RA) in accordance with established check-out procedures for your Residence.

- b. At the time you check out, you will be charged for any damages to, or missing items from your Room and for any keys/temporary access cards that are not returned. Appeals of such charges will be accepted and reviewed ONLY if they are received by the University within sixty (60) days after you check out.
- c. If you fail to check out properly, you may be charged for clean-up and disposal of trash in, or damages done to, your Room or common area and you waive your rights to be present as any damages are identified and charges assessed and to appeal such damage charges.
- d. You are required to check out of the Residence:
 - i. Within 24 hours after you complete your last final exam OR by 12:00 noon on the day following the conclusion of final exams, whichever comes first OR
 - ii. Within 24 hours after you withdraw from the University
- e. If you fail to check out by the deadline(s) set forth above, the University will change the Room lock(s), retake the Room, and take possession of and store any of your personal property found in the Room, at your expense, for a period of 21 days. If you do not contact Housing & Residential 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.
- f. It is understood once personal property is deposited in a dumpster or trash, it is deemed abandoned. You also understand that if the University accepts possession of your personal property prior to deposit into a dumpster or trash as part of University sustainability programs, such personal property is also deemed abandoned.

14) 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, maintenance, renovation, construction, other administrative reason, or as required by law.
- b. To assign a new occupant to a vacant Bed Space in your room at will.
- c. 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 & Residential Life policies; during an emergency; or for other institutional purposes.
- d. To prohibit non-residents from being in Residences in the interest of order, or for discipline, emergency, health, safety, welfare, or other administrative reasons.
- e. To temporarily or permanently remove you from the Residence for non-compliance with any of the terms and conditions of this License Agreement.
- f. To terminate this License 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 License Agreement.
- g. To revise or amend this License Agreement from time to time to meet administrative needs.

15) 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. The University's insurance does not cover your personal property or that of your guests.**

16) ENTIRE AGREEMENT: The provisions contained in this License Agreement constitute the entire agreement between the parties with respect to the subject matter of this License 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 License Agreement shall be valid or binding between the parties.

17) 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 conflict of interest exists 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.

18) LACK OF FUNDING: This 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.

19) REMEDIES AND APPLICABLE LAW: This 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, except that neither party shall be entitled to consequential or punitive damages. The venue in any action or litigation commenced to enforce this License Agreement shall be in the appropriate courts located in Tucson Arizona.