

UTAH STATE UNIVERSITY STUDENT HOUSING CONTRACT • TERMS AND CONDITIONS OF OCCUPANCY
CONTRACT YEAR 2008-2009

THIS IS A LEGAL AND BINDING DOCUMENT WITH FINANCIAL OBLIGATIONS PLEASE READ CAREFULLY

CONTRACT COMMITMENT

No term or condition of this Utah State University Student Housing Contract can be waived and no statement made by Housing and Residence Life or its agents is considered a waiver of any term or condition, whether expressed or implied. Any individual exceptions or cancellations are at the discretion of the Director of Housing and Residence Life or designee. All exceptions will be in writing.

ELIGIBILITY AND APPLICATION

The Student or prospective Student and (if required) his or her parent, guardian, or other guarantor, is hereafter, referred to collectively as the "Student". The undersigned agrees to be enrolled in a Utah State University certificate or degree-seeking program each academic Semester for a minimum of six (6) credit hours. Graduate students may register for less than six (6) credit hours, providing the Student is registered in a Masters or Doctorate program.

The Student's contract will be processed regardless of the status of the Student's admission to the University. If admission to the University is denied, it is the responsibility of the Student to notify Housing and Residence Life in writing within ten (10) days of receipt of denial from the University for the \$100 security deposit to be refunded.

NOTIFICATION

It is the Student's responsibility to notify the Housing and Residence Life Office in writing of any change in their address. It is also the Student's responsibility to update their address in the University Banner system and notify the Post Office of any change in address.

DURATION OF CONTRACT

SINGLE HOUSING: Contract are for the FULL ACADEMIC YEAR, commencing with Fall Semester and ending the last day of finals of Spring Semester. This contract shall also be held in force for the remainder of the academic year should the Student occupy the assigned space after the beginning of the Fall Semester. CONTRACTS INCLUDE THE HOLIDAY PERIOD BETWEEN FALL AND SPRING SEMESTERS. Residents not remaining in Housing for Spring Semester must complete a proper check-out no later than 2:00 p.m. the day after finals end. Students who remain in housing during winter break and then cancel for Spring will be charged a per night rate.

FAMILY HOUSING: Contracts expire on June 1st unless a different termination date is specified.

DEPOSIT / PAYMENTS

DEPOSIT - A \$100.00 reservation/security deposit, and a \$50.00 non-refundable processing fee are due upon submission of the application and this contract. The deposit is not applicable to rental payment, but is a reservation, damage, and contract guarantee.

DEPOSIT REFUND - If ALL provision of the contract have been met, and/or no cleaning/damages/other charges have been assessed, the deposit will be credited to the Students University Banner account within 30 days after termination of the contract. The refund check will automatically go to the most recent mailing address in your University Access account. It is the responsibility of the student to update this as needed. If the Student contracts to return to on-

campus housing, the deposit will be extended as the reservation fee for the new contract. The Student will be billed for any cleaning/damage charge if the deposit is extended.

PAYMENTS - Residents can pay tuition, fees, and housing charges all in one location simply by logging into their USU Banner Access account at www.usu.edu/myusu. The Banner Access system only serves as a cashier for Housing payments, any questions related to housing charges still need to be directed to the Housing Office. Any past due amounts on the Student's Banner Access account whether for Housing or other University charges, could prevent you from registering, will drop classes, and prevent the Student from using their activity card, etc.

The priority structure for all University payments is that tuition and fees are paid first, followed by the payment of housing fees. Due to the way funds are allocated. Please be aware that tuition, fees, and housing charges due all need to be paid before the University drop date to avoid classes being dropped. Any past due balances left unpaid will be sent to Collections.

SSH: If financial aid or scholarship funds are to be used, funds are allocated to tuition and fees first and then put towards housing charges. If financial aid or scholarships have not been awarded yet or will not have enough funds to cover tuition, fees and housing, the Student will be responsible to pay the balance of their housing payment.

Residents entering the residence halls during the first two weeks of the semester will pay the full contract amount. Residents entering the 15th day onward will have their semester contractual amount prorated on a per-week basis.

FSH: Housing charges are assessed to the Student's Banner account the 1st business day of each month. Residents will then need to log into their Banner account to make their monthly payment as instructed above. If natural gas is not put in the resident's name, or if the account becomes delinquent and is put back in the University's name, the resident's account will be charged the monthly billed rate as well as a \$10 surcharge per month until the account is returned to the resident's name. Payments are considered delinquent after the first of the month in which they are due. Delinquent accounts will be assessed an automatic late fee after the 12th of each month.

Rent is subject to change with 45 days written notice to resident. If unusual circumstances occur which require a mid-year rent increase, residents will be notified in writing by Housing and Residence Life. The resident may terminate the contract agreement prior to the end of the term, provided that at least 30 days written notice is given to Housing and Residence Life, and such notice is given to Housing and Residence Life within 15 days of receipt of notice of rent increase

ASSIGNMENT PROCESS

Housing and Residence Life assigns rooms/apartments and roommates if applicable without regard to race, religion, or national origin. Assignment priority is based on date of receipt of the Utah State University Housing and Residence Life Application, and Student Housing and Residence Life Contract along with the required

deposit and processing fee. Priority is given to returning residents and those registered in degree-seeking programs.

SINGLE HOUSING: New incoming single students for Spring Semester will be assigned by December 1st.

ROOM/APARMENT PREFERENCES

Assignment to a preferred building, room, or apartment is contingent upon availability and is NOT GUARANTEED. If desired space is not available, the student will be assigned any available space. **Contracts are not terminated if desired space or style is unavailable.** A qualified Student for whom space is not available will be placed on a waiting list and notified of his/her status. The waiting list will be for the first space that becomes available and not just for the Students preference.

SINGLE HOUSING: Requests for roommates if applicable, should be submitted simultaneously by both/all parties

CONTRACT CANCELLATION BY STUDENT

To terminate this contract, the Student is required to submit written notification, in person or via mail, email or fax to the Housing and Residence Life Office, 1295 East 1000 North, 8600 Old Main Hill, Logan, Utah 84322-8600, info@housing.usu.edu, FAX: (435) 797-4035. The postmark on the envelope or date stamp on email or fax will be used as the date of official notification.

CANCELLATION DEADLINES

SINGLE HOUSING: For contracts beginning Fall Semester: If notification is received prior to May 1st, the \$100 security deposit and any prepaid rent will be refunded. Between May 2nd and June 15th the \$100 deposit if forfeited. After June 15th, Student must meet one of the contract termination conditions in Section C.

For contracts beginning Spring Semester: If notification is received prior to December 1st, the \$100 security deposit and any prepaid rent will be refunded in full. After December 1st, Student must meet one of the contract termination conditions in Section C.

For contracts beginning Summer Semester: If notification is received prior to April 1st, the \$100 security deposit and any prepaid rent will be refunded in full. After May 1st, Student must meet one of the contract termination conditions listed below.

FAMILY HOUSING: If written notification is received 30 days prior to move-in date, the \$100 security deposit and any prepaid rent will be refunded.

CONTRACT TERMINATION-A

Student desiring to terminate this contract prior to the completion of this academic year contract, may do so for the following reasons with written notification provided to the Housing and Residence Life Office. Students terminating contracts for Spring Semester are required to submit an "Intent to Vacate Form" by November 1st to the Housing and Residence Life Office.

1. Graduation, Change in Marital Status, Military Service, Medical Condition, or University Required Internship (outside of Cache Valley). This circumstance must occur during the semester for which the Student is requesting to be released. Furthermore, the Student is responsible to provide sufficient written documentation verifying reasons

for withdrawal. All documentation will be reviewed by Housing before approval is granted.

2. Complete withdrawal and non-registration from Utah State University for the remainder of the academic year will release the Student from their remaining contractual obligations. However, the \$100 deposit will be forfeited and rental charges and fees prorated to date of checkout. The Student must submit an "Intent to Vacate" form.

3. A Student may sell his/her contract to another Student provided all conditions are met on the "Utah State University Sale of Housing Contract Form".

FAMILY HOUSING: Family Housing contracts expire June 1st. The flex move-out period allows for a no-fee move-out any time between May 1 and June 1, provided proper checkout procedures are followed. Anyone moving out of Family Housing at any other time and not for any of the above pre-approved reasons will be charged a termination fee equal to one month's rent and will automatically forfeit their security deposit.

CONTRACT CANCELLATION BY HOUSING AND RESIDENCE LIFE

Housing and Residence Life may terminate this contract and take possession of any unit at any time for violation of the provisions contained herein or in the Residence Life Handbook when it is in the best interest of Housing and Residence Life, the University and/or the Student. *No refunds will be granted the Student in cases where the termination of the contract is based upon disciplinary actions or University suspension. The Student will be liable for the full contract rate (Academic Year).*

REASONS FOR POSSIBLE TERMINATION

1. Failure to pay rent or any other housing charges when due.
2. Noncompliance with the rules and regulations of the residence halls/apartments; federal, state, and local laws; or Utah State University policies, where applicable.
3. Damage from fire, smoke or other causes making the room or apartment uninhabitable.
4. False statements or misrepresentation by the Student made in connection with this contractual agreement.

STUDENT RESPONSIBILITIES

The University reserves the right to make and enforce other rules and regulations as may be appropriate or necessary for the safety, care, educational environment, and cleanliness of the premises, and for securing the comfort and convenience of all residents. Violations of any of the following may result in fines, sanctions, probation, termination, suspension from Utah State University, or any combination of the above. Housing and Residence Life also reserves the right to pursue the disciplinary procedures specified in The Code of Policies and Procedures for Students at Utah State University, and the Housing and Residence Life Resident Handbook for violations therein.

SMOKE-FREE ENVIRONMENT - The "Utah Clean Air Act" states: "a person may not smoke in a building, or portion of a building that is owned, leased, or occupied by the state or any other state agency." USU is a state - owned agency, therefore, all buildings including University Residence Halls and apartments are subject to this act. This Act also stipulates that students or their guests, who choose to smoke, must do so 25 feet away from the building.

ALCOHOL-FREE ENVIRONMENT- No individual or student regardless of age may

consume alcoholic beverages at any time, in or on, property owned or operated by Utah State University, including residence halls, apartments, parking lots, common areas, or any University facilities or grounds. The Student will be accountable for all outcomes related to their choices regarding the use of alcohol.

GUEST(S) POLICY- The Student host assumes responsibility for the behavior, conduct, and safety of themselves and their guest(s) at all time. The Student will be held responsible for all guests' actions, damages and violation of rules; guests will be subject to immediate eviction if their behavior is deemed inappropriate.

SINGLE HOUSING: Overnight guests of the opposite sex are prohibited in single student housing. All other guests must be acceptable to all roommates at all times as outlined in the Residence Life Handbook.

HEALTH AND SAFETY- For the safety of the Student the following are not allowed in the Student's room, storage areas, porches, balconies, or common areas:

1. Explosives (including firecrackers and fireworks), propane tanks, weapons, hunting bows, arrows, martial art equipment, hazardous chemicals, gasoline driven vehicles of any kind, vehicle parts, heavy repair equipment or accessories to any vehicle or engine parts.
2. Open flame-burning, or open-coiled items except candles used for decorative purposes only. No burned wicks will be allowed. Candle warmers are prohibited per the State Fire Marshall.
3. Halogen bulbs
4. The Student is prohibited from having any animals of any type in the residence halls, apartments, or adjacent grounds, with the sole exception of harmless aquatic fish in aquariums of 20 gallons or less. Service or therapy animals must have written approval from the Utah State University Disability Resource Center. See Resident Handbook for more information.
5. The Student's room/apartment shall not be sublet.
6. The Student is prohibited from tampering with any University locks or duplicating any residence hall or apartment keys.
7. The Student's room/apartment shall not be used for commercial or solicitation purposes. See Residence Life Handbook for definition of commercial purposes.

FIREARMS AND AMMUNITION SAFETY - Firearms on campus should be stored at the USU Police Department. There is no charge for this service and residents have 24 hour access to their firearms. In the event state law allows state higher education institutions to restrict firearms and ammunition in campus housing facilities, USU Housing reserves the right to do so.

ACCESS TO ROOM/APARTMENT

Housing and Residence Life shall at all times during the term of this agreement retain legal ownership and ultimate possession and control of the Student's room/apartment and/or University property assigned to such room/apartment. Housing and Residence Life reserves the right to maintain and preserve the residence halls and apartments. The Student hereby agrees that housing staff and personnel and/or University Facilities personnel may enter the Student's room/apartment at any reasonable time for safety inspection, maintenance, cleaning, inventories, emergencies, pest control, occupancy verification and/or general repair. Access will also be granted to any law enforcement officer possessing a valid search or arrest warrant. Housing and Residence Life reserves the right to remove

any item deemed hazardous to the building or its occupants [i.e., explosives, alcohol, chemicals, propane tanks, open flame burning items (except decorative candles where the wick has not been burned), hunting bows, weapons etc.].

INSURANCE RESPONSIBILITY

Housing and Residence Life, its officers, employees or agents are not responsible for the loss, damage, or destruction of the Student's personal property. If insurance coverage is desired, it is the Student's responsibility to acquire such coverage.

DINING PLANS

Dining Plans are available to all students regardless of where they live (see www.housing.usu.edu for details). Dining plans are not transferable. Dining plans begin with dinner the Saturday before the first day of classes Fall and Spring semesters and end with dinner on the last day of finals each semester. No meals will be served in the Aggie Marketplace or the Junction during Thanksgiving, Winter or Spring Break periods.

SINGLE HOUSING: Students assigned to Central Campus (Bullen, Richards, Mountain View Tower or Valley View Tower) and the Living/Learning Community contracts must select a dining plan. If a dining plan is not selected a 7-meal per week dining plan (Bullen) or a 10-meal per week dining plan (Richards, Mountain View, Valley View and the Living/Learning Community) will be assigned. Changes to dining plans can only be made at semester breaks, before occupancy, or during the first week of the semester. A student who is first assigned to a traditional hall and then transfers at their request to an apartment-style accommodation is required to keep their dining plan. Exceptions will be made by the Director of Housing and Residence Life or designee. No refunds are made for missed meals.

STUDENT NONCOMPLIANCE

In the event the Student fails to comply with the Terms and Conditions of the Housing Contract or Resident Handbook, Housing and Residence Life may take the following actions against the Student:

1. Cancel this agreement without a notice to cure.
2. Serve notice to vacate the premises pursuant to applicable University policies and state laws.
3. Take action to recover the cost of damage caused by the Student and/or his or her guest(s).
4. Utilize any and all remedies, including equitable and legal, judicial and/or administrative reliefs which are available.

COLLECTION EXPENSES

Any collection cost incurred by Housing and Residence Life in closing the Student's account will be assessed to the Student and will become part of the Student's total University financial obligation. If the Student's account is not paid in full it will be sent to collections.

INDEMNIFICATION

To the extent authorized by law, the Student shall indemnify, save, and hold harmless the University, its employees and agents, against any and all claims, damages, liability, and court awards including costs, expenses, and attorney fees incurred as a result of any act or omission by the Student pursuant to the terms of this contract.

FEES

The Student agrees to pay all court costs and reasonable attorneys fees, whether or not court proceedings are necessary, that may be incurred in enforcement of Utah State University's rights under this agreement.