



THE UNIVERSITY OF ARIZONA –
RESIDENCE LIFE AND UNIVERSITY HOUSING
2016-2017 UNDERGRADUATE HOUSING LICENSE AGREEMENT

1) **ELIGIBILITY:** You must be a registered 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 18, 2016 or the date you move in (whichever is earlier), through May 12, 2017.
- b. “Winter Break” means December 16, 2016 to 12:00 noon on January 8, 2017.
- c. “Spring Only” means January 8, 2017 through May 12, 2017.
- d. “Residence(s)” includes and refers to residence halls and apartments operated by the University of Arizona. It does not include or refer to fraternities, sororities, or any other building/facility not operated by Residence Life at the University.
- e. “Room” means the accommodations assigned to you, including an apartment, if applicable.
- f. “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.
- g. “Occupancy” means accepting a specifically assigned Room by officially checking into such Room and accepting the key for the entire term of the agreement.
- h. “Rent” means the license fee you are required to pay for your use of the Room as set forth in this License Agreement.
- i. “University” means the University of Arizona.
- j. “Returning Student” means any student completing this agreement who lived in a Residence during the previous Academic Year.
- k. “2016-2017 Undergraduate 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 housing application, which are incorporated herein by reference.

3) **NATURE AND TERM OF AGREEMENT:**

- a. The University retains possession of the Residence and the Room. This Agreement constitutes a license to use the Residence and the Room, as assigned, for a specific purpose. This 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 agreement to its terms (if completed online) or receipt of your signed License Agreement Form.
- c. Roommate and 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 Agreement. You will be responsible for paying Rent for the entire License term even if the Room assigned to you is subsequently re-occupied.
- d. This License Agreement is for the entire **Academic Year** or **Spring Only**. Except in cases as outlined in section 10), you are responsible for paying Rent for the entire duration of this License Agreement even if you check out before its expiration but remain registered for classes at the University.
- e. With the exception of 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 during this period but may leave your personal belongings. The only exception to this provision is if you are assigned to a designated Winter Break Residence and you choose 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:**

- 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 \$200 confirmation rent payment is due by the deadline provided to you in your housing application. This confirmation rent 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 campus housing.
- b. Failure to timely pay the \$200 confirmation rent 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 \$200 confirmation rent payment, if paid, is refundable only if cancellation of your housing application is received by Residence 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 \$200 confirmation rent payment. If your \$200 confirmation rent payment is deferred and your housing application is cancelled *after* you are assigned to a Residence, **the \$200 confirmation rent 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. Confirmation rent 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.
- c. At the sole discretion of Residence Life, when necessary, you may be required to move to another Room to consolidate unassigned space.
- d. If you are assigned to 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.
- e. If you will be checking in later than 7 PM on August 20, 2016 for the academic year or 7 PM on January 10, 2017 for Spring Only, you must notify the Residence Life office in writing (email, fax, letter) prior to those dates/times. If you have not notified Residence 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.
- f. 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 sanction, administrative transfer to another Residence or eviction from University housing.
- b. If you are removed or evicted from a Residence for conduct reasons during the fall semester, you remain responsible for the full fall semester Rent plus a \$200 early move-out fee. 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. These apply regardless of whether or not you continue enrollment at the University.
- c. If you are evicted for conduct reasons from any Residence at any time, you will be ineligible to live in or visit in the future any Residence owned and/or managed by the University.

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 Agreement, regardless of the amount of time you reside in the Room. In accordance with section 3d, if 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 the end of the spring semester.
- 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.

10) NON-EVICTION TERMINATION OF LICENSE AGREEMENT:

- a. Except in cases as outlined in section 8) b. for conduct-related evictions, 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 based on the dates of your Occupancy (pro-rated rent) plus an early move-out fee, according to the following schedule. 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.

If you live in a Residence during the fall semester and check out:	You will pay:
8/13/16 through 9/14/16	Pro-rated fall Rent + \$500
9/15/16 through 10/14/16	Pro-rated fall Rent + \$450
10/15/16 through 11/14/16	Pro-rated fall Rent + \$400
11/15/16 through 12/16/16	Full fall Rent + \$200
1/8/17 through 1/10/17	Full fall Rent + Pro-rated spring Rent + \$200
If you live in a Residence during the spring semester and check out:	You will pay:
1/8/17 through 2/21/17	Pro-rated spring Rent + \$500
2/22/17 through 3/20/17	Pro-rated spring Rent + \$450
3/21/17 through 4/20/17	Pro-rated spring Rent + \$400
4/21/17 through 5/12/17	Full spring Rent

- 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 full Academic Year Rent. If you would like to return to a Residence for the spring semester under these conditions, you must notify the Residence Life office in writing (email, fax, letter) of your intention by December 16, 2016.
- c. If you leave the University and check out pursuant to the required procedures from your Residence by December 16, 2016 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 2017 semester, or 2) result in you not being registered for spring 2017 classes at the University, you will not be responsible for spring semester Rent and no early move-out fee will be charged, provided you submit a copy of the official program document to Residence Life's Housing Assignment Services office by December 16, 2016.
- d. 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 16, 2016, you will not be responsible for spring semester Rent and no early move-out fee will be charged.

11) RETURNING STUDENT CANCELLATION: If you are a Returning Student:

- a. You become responsible for the Confirmation Rent Payment, in accordance with section 6), if you have an Academic Year assignment to a Residence on/after April 15, 2016 or at the time you are assigned to a Residence, whichever is later.
- b. Additional fees will be charged for late cancellations:
 - i. If you cancel your housing application/assignment on or after May 15, 2016 and before July 1, 2016, you will be charged a \$300 late cancellation fee.
 - ii. If your housing application/assignment is cancelled on or after July 1, 2016, 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 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 \$45 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 (\$35), mailbox keys (\$10), and entrance keys/temporary 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 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.

13) CHECKING OUT:

- a. When moving out of the Residence, you must remove all personal belongings, clean and return your Room to the condition it was in when you moved in, return all keys and check out with a Resident Assistant (RA) in accordance with established check-out procedures for your Residence.
- b. 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 right to be present as any damages are identified and charges assessed.

- c. You are expected to check out of the Residence:
 - a. Within 24 hours after you complete your last final exam OR by 5:00 p.m. on the day following the conclusion of final exams, whichever comes first OR
 - b. Within 24 hours after you withdraw from the University
- d. 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 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) 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 administrative reason (which might include smokers who did not identify themselves as smokers on their housing applications).
- 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 policies; or during an emergency.
- d. 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.
- e. To permanently remove or evict you from the Residence for non-compliance with any of the terms and conditions of this License Agreement.
- f. 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.
- 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.

16) RELEASE OF PERSONAL INFORMATION:

- a. Except as noted in 15) c. below, the University may provide your name and permanent mailing address to contracted vendors who provide useful products and services for students living in University housing. Such vendors are permitted to use your contact information only to provide you with information about such products and services and are not permitted to retransmit your information to any other party or to use that information for any other purpose.
- b. Except as noted in 15) c. below, the University may provide your name, permanent mailing address, home phone number and University email address to your assigned roommate(s).
- c. If you apply any restrictions to your directory information in UAccess, the University will not provide any information to vendors or to your assigned roommate(s).

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 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.

19) 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.

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.