

**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. "Summer Session" means the period from the day prior to the first day of classes for each summer term through the last day of classes for the same summer term.
- b. "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.
- c. "Room" means the accommodations assigned to you, including an apartment, if applicable.
- d. "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.
- e. "Occupancy" means accepting a specifically assigned room by officially checking into such room and accepting the key for the entire term of the agreement.
- f. "Rent" means the license fee you are required to pay for your use of the room as set forth in this License Agreement.
- g. "University" means the University of Arizona.
- h. "License Agreement" and "Agreement" mean 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.

**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 when the University receives your signed License Agreement.
- c. Roommate and room type requests will be considered but cannot be guaranteed. Failure to be assigned a requested roommate or room type 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 by another eligible student moving from a different Room or Residence.
- d. This License Agreement is for the entire 2020 Summer Session period. Except in cases as outlined in section 9, 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 Summer Session classes at the University.
- e. The Summer School Residence will **close at 6:00 p.m. on the last day of the second five-week Summer Session**. If you will not be living in a Residence for the subsequent fall semester, you must vacate your Summer School Residence by this date and time. If you have an active assignment to a Residence for the subsequent fall semester, you may move directly to your fall Residence. You will be notified by early August the day and hours during which you may move into your fall Residence and the date/time by which you must vacate the Summer School Residence.
- f. Undergraduate housing for the academic year and graduate student housing are not included in this License Agreement. Separate applications, agreements and rates apply to academic year undergraduate housing and graduate student housing.

**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) 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 Housing & Residential Life, when necessary, you may be required to move to another room in order 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 fail to take occupancy by 7 PM on the first day of classes of the Summer Session for which you are scheduled to move in, you will be considered a “no-show,” and your summer housing application and assignment will be canceled. If you will be checking in later than the first day of a Summer Session, you must notify the Housing & Residential Life office in writing (email, fax, letter) prior to the “no show” dates/times noted above.
- f. You are prohibited from using the Room for any commercial purpose.

**7) 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 Room 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 in the future any Residence owned and/or managed by the University, unless eligibility is later restored by the University after an appeal to Housing & Residential Life.

**8) RENT AND FINANCIAL REQUIREMENTS:**

- a. By taking occupancy of the Room, you specifically agree to pay Rent charges for the Room for the entire Summer Session(s) for which you applied, 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 a Summer Session, and remain registered for classes at the University, you are financially obligated for rent through the end of that Summer Session.
- b. Each Summer Session’s Rent will be charged to your University account and payment is due by the first day of classes for the applicable Summer Session. The University Bursar’s Office will assess late payment fees to accounts with unpaid charges.

**9) TERMINATION OF LICENSE AGREEMENT:**

- a. If your License Agreement is terminated for conduct reasons, you will be charged Rent through the end of the Summer Session during which you move out. This applies regardless of whether or not you continue enrollment in Summer Session classes or at the University.
- b. If you voluntarily withdraw from Summer Session classes (are not registered for any credits), remain withdrawn for the remainder of the 2020 Summer Sessions, and check out pursuant to the required procedures for your Residence, you will be charged rent through the date you check out.

**10) 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 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 State authorities.

### **11) 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 expected to check out of the Residence:
  - a. By 6:00 p.m. on the last day of classes for a Summer Session if you will not be registered for classes for the subsequent Summer Session or by 6:00 p.m. on the last day of the second five-week Summer Session, whichever comes first, OR
  - b. Within 24 hours after you withdraw from all Summer Session classes.
- 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 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 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.

### **12) 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 assigned 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 on the premises in the interest of order, or for discipline, emergency, health, safety, welfare, or other administrative reason.
- 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 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.

**13) 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.**

**14) 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.

**15) 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.

**16) 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.

**17) 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, except that neither party shall be entitled to consequential or punitive damages. The venue in any action or litigation commenced to enforce the Agreement shall be instituted in the appropriate courts in Tucson, Arizona.