

- 1) **ELIGIBILITY:** You must be a registered University of Arizona student and maintain such status to live in University Graduate Housing.
- 2) **DEFINITIONS:** As used herein, the terms have the following meanings:
 - a. "Graduate Housing" means the La Aldea apartment complex located on the University of Arizona campus.
 - b. "Calendar Year" means August 1, 2020 or the date you move in (whichever is earlier), through July 31, 2021.
 - c. "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.
 - d. "Apartment" means a room or suite of rooms within Graduate Housing.
 - e. "Room" means the bedroom and bathroom assigned to you within an Apartment.
 - f. "Occupancy" means accepting a specifically assigned Room by officially checking into such Room and accepting the key for the entire term of the agreement.
 - g. "Rent" means the license fee required to be paid for your use and Occupancy of the Apartment or premises as set forth in this License Agreement.
 - h. "License 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. "University" means the University of Arizona.
 - j. "Expected Arrival Date" means the anticipated date of arrival that you provide to Housing & Residential Life in conjunction with your application to live in Graduate Housing.
- 3) **NATURE AND TERM OF AGREEMENT:**
 - a. The University retains possession of the Apartment and the Room. This Agreement constitutes a license to use the Apartment and the Room, as assigned, for a specific purpose. This Agreement is not a lease to possess the Apartment 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. Apartment type, bedroom type, and roommate requests will be considered but cannot be guaranteed. Failure to be assigned a requested roommate, desired apartment type, or bedroom type is not a basis for cancellation of this Agreement.
 - d. This License Agreement is for the entire Calendar Year. Except in cases as outlined in Sections 9) and 10), 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 classes at the University.
 - e. Undergraduate academic year and summer school housing are not included in this License Agreement. Separate applications, agreements and rates apply to summer school and undergraduate student housing.
 - f. Graduate Housing remains open year round, including during all University holidays and breaks.
- 4) **TRANSFERABILITY:** This License Agreement is not transferable or assignable to another person. You may not sublicense any Apartment or 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) **LATE CANCELLATION FEE:** You will be charged a \$300 late cancellation fee if:
 - a. you are a current/continuing resident who has applied to continue in/return to Graduate Housing for the Calendar Year and you cancel your application to continue/return on or after June 1, 2020, **OR**
 - b. you are a new Graduate Housing resident AND your Expected Arrival Date is in July or August, 2020 AND you cancel your Graduate Housing application after June 1, 2020, **OR**
 - c. you are a new Graduate Housing resident AND your Expected Arrival Date is on or after September 1, 2020 AND you cancel your Graduate Housing application within sixty (60) days of the Expected Arrival Date.
- 7) **OCCUPANCY:**
 - a. Occupancy begins when you accept the keys to your assigned Apartment and Room. Only the student officially assigned and checked into a specific Apartment and Room may occupy that Apartment and Room. You may not duplicate or lend keys.
 - b. At the sole discretion of the University, when necessary, you may be required to move to another Room or Apartment in order to consolidate unassigned space or to allow for Apartment maintenance/renovation activities that cannot be completed while the Apartment or Room is occupied.

- c. If you are assigned to and occupy a disability-adapted Apartment or Room, you may be required to change to another Apartment or Room at any time in the event that there is a need to use that Apartment or Room to accommodate a student with a disability.
- d. Your Graduate Housing application and Room assignment will be cancelled and you will be charged a \$300 late cancellation fee if you fail to take occupancy by 6:00 pm on the first day of classes for the current academic semester, or by 6:00 pm on the fifth day after your **Expected Arrival Date**, whichever date occurs later. **In the event you will be checking in later than the dates indicated above, you must notify Housing & Residential Life via e-mail, fax, or letter by 5 pm at least one business day prior to the applicable date noted above.**
- e. Occupancy of your Apartment extends to the specific Room and bathroom to which you are assigned and the common areas of the Apartment. You are not permitted to occupy other Rooms and/or bathroom spaces, even if those spaces are vacant.
- f. In the event that you take occupancy of more than the specific Room and bathroom to which you are assigned, or hinder access to Room and bathroom spaces not assigned to you, you may be held financially responsible for any loss of rent that occurs from the University's inability to assign that Room.
- g. The maximum occupancy of each Graduate Housing Room is one person. Therefore, the maximum occupancy of a one-bedroom apartment is one person; the maximum occupancy of a two-bedroom apartment is two persons; the maximum occupancy of a four-bedroom apartment is four persons.
- h. You are prohibited from using the Room/Apartment for any commercial purposes.

8) CONDUCT IN RESIDENCES:

- a. You may only use the assigned Apartment and 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 apartment, or termination of this License Agreement resulting in your removal from University Housing.
- b. You are responsible for maintaining the assigned Room and Apartment in a condition that meets Housing & Residential Life health and safety standards. Housing staff will periodically inspect the condition of your assigned Room and Apartment 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 & Residential Life.

9) RENT AND FINANCIAL REQUIREMENTS:

- a. Except in cases as noted in Section 9) d. and Section 10) below, by taking occupancy of the Apartment, you specifically agree to pay rent charges for the Apartment and Room from the first day of the month wherein your Expected Arrival Date falls through July 31, 2021, regardless of the amount of time you reside in the Apartment.
- b. Rent is charged to your University Bursar's account and is payable monthly by the due date specified by the Bursar's office.
- c. **Unpaid Rent:** Failure to pay rent due may result in termination of this License Agreement and removal from Graduate Housing. You remain responsible for paying all rent due, even if this License Agreement is terminated.
- d. **Rent may be prorated for a particular month if:**
 - i. Your Expected Arrival Date is on or after the 15th day of a calendar month and you move in on or after that day. Your rent will be prorated for that month from the 15th day.
 - ii. You take Occupancy of your Apartment and Room after the first day of any calendar month due to a University-caused need to delay your initial occupancy, such as the University's inability to provide the Apartment or Room for Occupancy by the first day of that month. Your rent will be prorated for that month from the date the Apartment and Room are made available to you.
 - iii. The University requires you to vacate your Apartment and Room on or before the last day of any calendar month, due to the University's need to take possession of your Apartment or Room, such as in the case of a building emergency or facility maintenance issue. Your rent will be prorated for that month through the day you vacate the Apartment and Room and properly check out as defined in Section 12.
 - iv. You meet the criteria in Section 10)e., f. or g., you complete and submit a move-out notice by December 1, 2020 in the My UAHome housing portal, **AND** you vacate your Apartment and Room after December 1, 2020 **and** before

8:00 pm on December 20. Your December 2020 rent will be prorated through the day you vacate the Apartment and Room and properly check out as defined in Section 12.

- v. You complete and submit a move-out notice by May 1, 2021 in the My UAHome housing portal **AND** you vacate your Apartment and Room after May 1, 2021 **and** before 8:00 pm on May 16, 2021. Your May 2021 rent will be prorated through the day you vacate the Apartment and Room and properly check out as defined in Section 12.
 - vi. You complete and submit a move-out notice by July 1, 2021 in the My UAHome housing portal **AND** you vacate your Apartment and Room after July 1, 2021 **and** before 8:00 pm on July 11. Your July 2021 rent will be prorated through the day you vacate the Apartment and Room and properly check out as defined in Section 12.
- e. **Rent will not be pro-rated for a particular month if:**
- i. You choose to take occupancy of your apartment after your **Expected Arrival Date**.
 - ii. You choose to vacate your apartment prior to the last day of any calendar month, except as noted in 9)d. iii., iv., v. or vi., above.

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 three (3) additional months' Rent or Rent through July 31, 2021, whichever is less. This applies regardless of whether or not you continue enrollment at the University.
- b. Except in cases as noted in Sections 10)e., f. and g. below, if you voluntarily withdraw from the University (are not registered for any credits), remain withdrawn for the remainder of the 2020-21 academic term, vacate your Apartment and Room, and check out pursuant to the required procedures for Graduate Housing, you will be charged Rent based on the dates of your Occupancy (pro-rated rent) plus one (1) additional month's Rent.
- c. If you vacate your Apartment and Room and check out pursuant to the required procedures for Graduate Housing by May 31, 2021, you will not be responsible for June and July 2021 rent. If you vacate and check out during June 2021, you will not be responsible for July 2021 rent.
- d. If you vacate your Apartment and Room and withdraw from the University 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 rent through May 31, 2021. If you would like to return to Graduate Housing for the spring semester under these conditions, you must notify Housing & Residential Life in writing (email, fax, letter) of your intention at least ten (10) business days prior to the day you wish to move back into Graduate Housing.
- e. If you leave the University after 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 semester, or 2) result in you not being registered for Spring classes at the University, and you vacate your Apartment and Room and check out pursuant to the required procedures for Graduate Housing by December 31, 2020, you will be charged Rent through December 31, 2020. To avoid additional Rent charges, you must 1) complete and submit a move-out notice by December 1, 2020 in the My UAHome housing portal and 2) submit a copy of the official program document to Housing & Residential Life's Housing Assignment Services office no later than the last day of fall semester classes.
- f. If you graduate from the University of Arizona at the end of the fall semester, vacate your Apartment and Room, and check out pursuant to the required procedures for Graduate Housing by December 31, 2020, you will be charged Rent through December 31, 2020. To avoid additional Rent charges, you must complete and submit a move-out notice by December 1, 2020 in the My UAHome housing portal. If you graduate and move out at any other time during the term of this agreement, the terms in Section 10)b. above will apply.
- g. If you have completed all coursework necessary for your advanced degree at the end of fall semester, officially change status with the Graduate College to "all but dissertation" (ABD), vacate your Apartment and Room, and check out pursuant to the required procedures for Graduate Housing by December 31, 2020, you will be charged Rent through December 31, 2020. To avoid additional Rent charges, you must 1) complete and submit a move-out notice by December 1, 2020 in the My UAHome housing portal and 2) provide official documentation to Housing & Residential Life's Housing Assignment Services office by no later than the last day of fall semester classes showing your change in status with the Graduate College. If you change status to ABD and move out at any other time during the term of this agreement, the terms in Section 10)b. above will apply.

11) 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 outside trash enclosures and placing it in the appropriate receptacle. You will be charged for each bag/box of trash found in a community area of Graduate Housing that is identified as yours.

- c. In the event that damage charges cannot be attributed to a specific resident or group of residents, such as trash found or damages occurring in a community area, the charges will be allocated among all non-staff residents of Graduate Housing.
- d. Charges will be assessed to your University Account for all apartment/room keys, mailbox keys, and entrance 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 your keys and require a staff member's assistance to gain access to your Apartment or Room.
- f. Acts of vandalism and other criminal acts or conduct are subject to financial and disciplinary action, and to prosecution by State authorities.

12) MOVING OUT:

- a. When moving out of Graduate Housing, a proper check-out will consist of you removing all personal belongings, cleaning and returning your Room/Apartment to the condition it was in when you moved in, returning all keys, and checking out with a Graduate Resident Assistant (GRA) in accordance with established check-out procedures for Graduate Housing.
- b. At the time you check out, you will be charged for any damages to, or missing items from your Room/Apartment and for any keys/entrance 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 Apartment or Room and you waive your rights to be present as any damages are identified and charges assessed and to appeal such damage charges.
- d. If you fail to check out, remove your personal items or vacate the Room and Graduate Housing 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 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.
- e. 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.

13) APARTMENT AND BEDROOM TRANSFERS: Transfer of assignment from one assigned Apartment or Room to another must be approved and administered through Housing & Residential Life's Housing Assignment Services office. Transfers will be permitted based on space availability. Your University account must be paid in full prior to approval of any transfer. You will be charged or refunded a prorated amount for a difference in rent if you transfer to a different Apartment/Room type. A transfer fee will be charged to your University account for each Apartment or Room transfer, including within the same Apartment.

14) THE UNIVERSITY RESERVES THE FOLLOWING RIGHTS:

- a. To change or cancel Room assignments at will or in the interest of order, discipline, emergency, health, safety, welfare, maintenance, renovation, construction or other administrative reason.
- a. To assign a new occupant to a vacant Room in your Apartment at will.
- b. For authorized personnel to enter and inspect Apartments and 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.
- c. 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.
- d. To temporarily or permanently remove you from Graduate Housing for non-compliance with any of the terms and conditions of this License Agreement.
- e. 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.
- f. 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 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.

- 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:** 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.
- 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.