

HOUSING AGREEMENT

This document constitutes an agreement between the University of Utah (hereinafter "the University"), acting by and through its Office of Residence Life and the undersigned resident student and, if the student is a minor, his or her parent or guardian, (the "student"), and sets forth the terms and conditions on which the resident may occupy the premises. This agreement is not a lease but a license to use the facilities and is binding for the entire academic year. By signing this agreement the student agrees to respect and adhere to all of the policies and procedures pertaining to the University of Utah Office of Residence Life as outlined in this agreement, Campus Living Policies, Student Code of Conduct, as well as any other University publications which are made part of this agreement by reference and are binding on all parties to this agreement. If the student is under 18 years of age, the signature of a parent or guardian is also required.

Hard copies are available in the Office of Residence Life, Vaughn 213 or online at the following:
Housing Agreement https://www.ut.edu/uploadedFiles/Campus_Life/Residence_Life/HousingAgreement.pdf
Student Code of Conduct <http://www.ut.edu/studentcode>
Campus Living Policies <https://www.ut.edu/residencelife/policies/>

Signature(s) _____ Date _____



state or federal law, staff members will immediately alert law enforcement. The student affirms that he or she will comply with requests by University personnel or agents if there is a suspected violation of local, state or federal laws. The University reserves the right to such other and further regulations or policies as, in its judgment, may be necessary for the safety, care and cleanliness of the premises and for the preservation of good order therein. The student agrees to abide by all additional rules and regulations, which are adopted.

LIABILITYThe University is not liable for damage or loss of personal property, for interruption of utilities, or for mechanical failure of its equipment for damage resulting from electrical problems, including electrical surge. No consideration will be given to a student who suffers loss or damage due to the aforementioned. The student, by signing this agreement, hereby releases the University from any and all claims from loss or damage to the student's property, including from the University's own negligence. Students, therefore, are encouraged to provide their own personal property insurance.

INDEMNIFICATION Subject to provisions of applicable law, student shall indemnify and hold the University harmless from all liability, loss, or damage arising from any carelessness, neglect, or improper conduct on the room, hall or property and student shall be responsible for and shall reimburse the University for any loss or damage to the room, hall or property or the equipment or fixtures therein arising from any such carelessness, neglect or improper conduct; however, nothing in any of the foregoing shall apply to any liability, loss, or damage to the extent caused by any omission or negligence or other misconduct of the University.

CONSTRUCTION NOTICE: There may be construction occurring on campus during the period of this agreement. Be advised that you may experience noise, loss of utilities, or other problems.

MEALPLAN: Residents of all halls are required to participate in the University's meal plan. Students may request to change their meal plans or <http://www.ut.edu/residencelife/mealplan>. Plans cannot be changed after the end of the third week of classes each semester.

CANCELLATION BEFORE OCCUPANCY: A continuing student who notifies the Office of Residence Life by June 1 in writing shall be released from this agreement. A continuing student may not be released from this agreement after June 1 to move off campus. Continuing students who are not registered as full-time students by June 1 will be removed from their housing assignments and can be placed on wait lists once they re-register. A new student who notifies the Office of Residence Life in writing before taking occupancy of the assigned room shall be released from this agreement.

CANCELLATION AFTER OCCUPANCY: This agreement terminates 24 hours after the student's last class/exam or at the end of the spring semester of the academic year (whichever is first), or upon withdrawal from the University. The student may be granted release from this agreement within the discretion of the University during the academic year if: (a) student graduates from the University, (b) student withdraws from the University, (c) student is academically dismissed. A student officially released from this agreement in writing for one of the aforementioned reasons will be refunded pro-rata weekly housing and meal plan charges calculated from the week following notification. A student desiring to be released from this housing agreement once the academic year has begun for reason other than the aforementioned must initiate an appeal to the Office of Residence Life. Any student who leaves the residence halls during the agreement period without official, written release from the Director of Residence Life or designee will continue to be billed for the charges during the agreement period. If a student exhibits inappropriate behavior according to University standards and constitutes a detriment to orderly community living, the Associate Dean of Students or designee may within their sole discretion change the room assignment or cancel this agreement immediately without refund. A student whose agreement is cancelled or a student who is suspended or expelled from the University for disciplinary reasons will forfeit the semester's room charges and must vacate the assigned residential room as directed by the Office of Student Conduct and/or Office of Residence Life. Any student registering or dropping below full-time status must request approval from the Office of Residence Life and may be subject to agreement cancellation and removal from the residence hall. Any student who withdraws from the University must cease use of the University's dining facilities and vacate the assigned residential room within 24 hours or be held liable for room and/or board charges beyond his/ her last date of attendance and will be subject to removal.

If this agreement is terminated by the student without a release from the University or by the University for breach, then (a) the student shall forfeit and pay damages to the University; and (b) the student shall indemnify University from and against any loss and damage sustained by University by reason of the termination, including, but not limited to: any loss of rents, any damages incurred to the property, and any claims of injury to student or third parties. The University shall also be entitled to any and all other rights and remedies provided by law. All rights and remedies of University are to be cumulative and not exclusive.

OCCUPATION DURING EMERGENCIES In the event of an emergency due to a peril such as (but not limited to) a hurricane, it is hereby understood that the University owned or operated residential facilities and buildings are not designated as hurricane shelters and do not have the specifications for protection as per the hurricane shelter guidelines or criteria. Therefore, at the University's discretion, evacuation may be mandated depending on the circumstances of an impending peril or loss. All residents shall be notified accordingly, and hereby agree to any evacuation orders issued by the University and/or any State, City or County mandates.

AGREEMENT: The waiver of one breach of any agreement or condition of this agreement shall not be considered to be a waiver of that or any other agreement or condition or of any subsequent breach thereof.

If any provision of this agreement or portion of such provision or the application thereof to any person or circumstance is held invalid, the remainder of this agreement (or the remainder of such provision) and the application thereof to other persons or circumstances shall not be affected thereby.