

**University of Utah  
Housing & Residential Education  
Housing Agreement**

**PLEASE NOTE: THIS AGREEMENT COVERS THE ENTIRE RESERVATION PERIOD DESIGNATED IN THE STUDENT'S HOUSING APPLICATION PROCESS. STUDENT IS RESPONSIBLE FOR ALL ROOM RENT, MEAL PLAN, AND FEES FOR THAT PERIOD.**

This Housing Agreement (the "Agreement") is a legally binding contract between you (the "Student") and the University of Utah (the "University"), Housing & Residential Education ("HRE"). Please read and understand all of the terms of this Agreement. If there is any part of this Agreement which you do not understand, please contact HRE for further information.

As part of the application process, Student must provide certain information designated on the housing application web page, which must be accessed through Housing U on Student's Campus Information System (the "Housing Application and Documentation"). This Agreement incorporates your responses in the Housing Application and Documentation and becomes effective upon your acceptance of this Agreement and HRE's receipt and acceptance of the Housing Application and Documentation. This Agreement is to be accepted electronically online. Occupation of a housing unit shall also be deemed to be acceptance of the terms of this Agreement.

1. Summary of Terms

- a. **Room:** "Room" shall be the room assigned to the Student.
- b. **Residence Halls:** "Residence Halls" include Chapel Glen, Gateway Heights, Officers Circle, and Sage Point.
- c. **Academic Year Apartments:** "Academic Year Apartments" include Benchmark Plaza and Shoreline Ridge 830.
- d. **Heritage Commons Residence Halls:** "Heritage Commons Residence Halls" include all buildings owned and/or managed by HRE in which students reside.
- e. **Rates & Dates Sheet:** the "Rates & Dates Sheet" is a form that is published online at [www.housing.utah.edu](http://www.housing.utah.edu) for each academic year and summer semester. The Rates & Dates Sheet is published for Residence Hall and Academic Year Apartments, and includes important information about the specific rates and dates applicable to this contract and MUST be read in order for Student to fully understand his or her rights and obligations under this contract.
- f. **Reservation Period:** a "Reservation Period" is selected in the housing application process and is either: 1) the FULL ACADEMIC YEAR, including fall and spring terms, for students who reserve housing for fall semester; 2) the SPRING SEMESTER ONLY, for students who reserve housing for Spring academic semester only; or 3) the SUMMER TERM ONLY, for students who reserve housing for only the Summer academic semester. Accordingly, Student is responsible for ROOM RENT, MEAL PLAN, AND FEES for either: 1) the full academic year; 2) the spring semester only; or 3) the summer term only, as described in the Summary of Terms
- g. **Commencement Date:** "Commencement Date" shall be either: 1) Fall semester move-in day, if Student reserves housing for the full academic year; 2) Spring semester move-in day, if Student does not live on campus during Fall semester and reserves housing for only the Spring academic semester; 3) Summer semester move-in day, if Student reserves housing for only the Summer academic semester; 4) An agreed upon date between Student and HRE. A student moving in after the previous commencement date is responsible for the remainder of the contract. Each "move-in" date is listed on the appropriate Rates & Dates Sheet
- h. **Expiration Date:** "Expiration Date" shall be either: 1) move-out day for the spring semester, if Student reserves a room for the academic year or spring semester only; or 2) move-out day

- for the Summer Semester, if Student reserves a room for only summer semester. Each "move-out" date is listed on the appropriate Rates & Dates Sheet.
- i. **Execution Date:** "Execution Date" shall be the date and time this contract was electronically agreed to online as evidenced by the time and date stamp.
  - j. **Cancellation Deadline:** "Cancellation Deadline" shall be the date listed on the appropriate Rates & Dates Sheet.
  - k. **Fees:** The following charges (the "Fees") must be paid by Student:
    - 1) **Rent Fees:** Rent due as listed on the Rates & Dates Sheet.
    - 2) **Meal Plan Fees:** Students living in the Residence Halls are required to purchase a meal plan. Students in Academic Year Apartments may opt to purchase a meal plan. Student will be able to select and purchase a meal plan as part of the reservation process. Meal Plan fees are due as listed on the Rates & Dates Sheet.
    - 3) **Dues:** Nonrefundable Dues are due at the start of each semester.
    - 4) **Application Fee:** Nonrefundable Application Fee is \$25.
    - 5) **Security Deposit:** Refundable Security Deposit is \$75.
  - l. **Additional Charges:** Charges established from time to time by HRE for incidental costs including, but not limited to, lock changes, common area damage, public vandalism, repair of damaged property, etc.
  - m. **Due Dates:** Due dates for the Rent Fees, Meal Plan Fees, and Dues are listed on the appropriate Rates & Dates Sheet.
2. **Use of the Room.** Upon the Commencement Date, HRE grants to the Student the right to use and occupy the Room assigned to the Student and the adjoining bath area. Student may also use the halls, corridors, living area, and other common areas within the building their Room is located. Student accepts the Room "AS IS" and acknowledges that the Room and its furnishings are in good condition and repair, except as otherwise specified on the Check-In/Check-Out Inventory form which must be completed at move-in and move-out.
  3. **Term.** The term of this Agreement begins on the Commencement Date and ends on the Expiration Date. THE RESIDENCE HALLS AND ACADEMIC YEAR APARTMENTS WILL BE CLOSED DURING THE WINTER BREAK, MAY BREAK, AND AUGUST BREAK (as defined on the Rates & Dates Sheet) and Student will not have access to the Room during these periods unless the Student has made special arrangements by separate agreement for housing during these periods (also known as "Stay Over" periods). See the Rates & Dates Sheet for more information.
  4. **Payment of Fees and Charges.** Student agrees to pay all Fees as specified in the Summary of Terms. All such Fees shall be paid to "U of U – HRE" on or before the Due Dates specified on the Rates & Dates Sheet. Dues are non-refundable. Rent Fees and Meal Plan Fees are also non-refundable except under limited circumstances as described in Sections 12 and 13 below. In addition to the Fees, Student may also be subject to certain Additional Charges. Additional Charges and other Fees and notices will take place in your housing web account. Student shall pay all such Additional Charges by their specified due dates or be charged late fees. The Student may submit payment electronically through the Student's Housing U account. Although HRE does not anticipate any change in the Fees, HRE reserves the right to adjust the Fees at any time due to unforeseen circumstances, provided that HRE shall not increase the Fees to be paid by Student under this Agreement by an amount greater than 5%, except as explicitly required by the University's President or its Board of Trustees.
  5. **Returned Checks and Late Charges.** Student shall be assessed a charge for all returned checks. Students shall be assessed late fees for all delinquent payments as specified in the Rates & Dates Sheet. Late fees are intended to cover HRE's administrative cost of recovering moneys owed and not intended as penalties. Failure to pay timely any amounts owed under this Agreement will result in a "hold" on Student's record and prevent the release of Student's transcript and other records as well as Student's ability to register for future semesters.

6. Application Fee and Security Deposit. The Application Fee and Security Deposit are one-time fees for students. The Application Fee is non-refundable. The Security Deposit will be held by HRE (without interest) throughout the term of this Agreement (or any extension of this Agreement) and may be used by HRE to restore the Room to the same condition as when the Student moved in, to pay for any damages to other areas of the Heritage Commons Residence Halls caused by Student or Student's guests, or to pay any other amounts owed and outstanding under this Agreement. HRE's use of the Security Deposit to pay for any such costs will not relieve Student of the obligation to pay any damages in excess of the amount of the Security Deposit, which may be billed to Student or assessed against Student's account. Any unused portion of the Security Deposit will be returned to Student upon termination of this Agreement.
7. Compliance with Laws, Policies, and Rules. Throughout the term of this Agreement Student shall comply with all applicable state and federal laws, and all rules and policies of the University. Without limiting the foregoing, Student agrees to comply with the rules and policies stated in the Housing & Residential Education Handbook, the University of Utah Student Code, the Rates & Dates Sheet, and all other applicable University policies.
8. Conditions of Residence. In addition to all other rules, conditions, and policies applicable to Student under this Agreement, Student specifically acknowledges and agrees to abide by the following conditions:
  - a) Registration as Student of University. Student must be a matriculated student of the University and remain a student in good standing throughout the term of this Agreement. Students living in Academic Year Apartments must be registered for 6 credit hours for fall and spring semesters to remain eligible to live on campus. If Student is suspended or dismissed from the University, or if the Student voluntarily withdraws from the University, this Agreement will terminate and Student may be eligible for a refund of some portion of the Fees as described in Section 12 below.
  - b) Periods of Occupancy. Student may not check into their Room prior to the Commencement Date. Student must check out of their Room with an authorized HRE representative on or before the Expiration Date. Failing to vacate on or before the Expiration date will result in a daily penalty charge.
  - c) Prohibition on Guests. Student shall not have any overnight guests in the Room, except as permitted by the Housing & Residential Education Handbook.
  - d) Entry by HRE. HRE reserves the right to enter the Room at any time as necessary to perform the following functions: 1) to inspect and confirm Student's compliance with the terms of this Agreement; 2) for the protection of health and safety; 3) for emergencies; or 4) to perform such maintenance, repairs, improvements, or energy conservation efforts as HRE deems necessary. Additionally, access will be granted to any law enforcement officer possessing a valid search or arrest warrant. HRE will make reasonable efforts to provide advance notice of any entry, except under emergency circumstances.
  - e) Personal Property. Student shall be solely responsible for safe keeping of Student's personal property in the Room and the Heritage Commons Residence Halls. HRE assumes no responsibility or liability whatsoever for any loss, destruction, or damage to personal property of Student, unless such loss is due to the sole negligence of HRE. Students are advised to purchase a separate policy of "renters insurance" or other property insurance covering personal property of Student. Student shall remove all personal property from the Room and Heritage Commons Residence Halls premises on or before the Expiration Date. Any personal property belonging to Student remaining in the Room or Heritage Commons Residence Halls premises after the Expiration Date shall be deemed abandoned by Student

and may be disposed of by HRE at Student's expense. HRE may, at any time, enter the Room and remove any personal property of Student which creates a nuisance, is hazardous, or is otherwise prohibited by this Agreement or University policies.

- f) Health and Safety. Student shall not use the Room or Heritage Commons Residence Halls premises in any manner which may cause a nuisance, fire hazard, or other risk to health and safety of residents, or engage in activity that may be disruptive to other residents. For these reasons smoking, pets (other than fish in a 10 gallon tank or smaller), explosives, weapons (except as permitted by Utah law), halogen lamps, water furnishings, and other items presenting a risk to health or safety (as determined in HRE's sole discretion) are not permitted in the Room or Heritage Commons Residence Halls. Service animals may be allowed only as an approved accommodation to disabled residents. Cooking is not permitted in Heritage Commons Residence Halls rooms without HRE provided cooking facilities. Microwaves are allowed, subject to the guidelines of the Housing & Residential Education Handbook. Student shall, at all times, abide by all fire and safety regulations of the University of Utah and other governing authorities.
  - g) Condition of Room and Damage to University Property. Student shall maintain the Room in a clean, sanitary, and orderly condition throughout the term of this Agreement. Student shall not make any repairs or alterations to the Room, its furnishings or fixtures, or the Heritage Commons Residence Halls without the prior written consent of HRE. Student shall promptly report any damage to the Room or the Heritage Commons Residence Halls to HRE.
  - h) Return of Room. Upon termination of this Agreement, Student shall complete all HRE Check-Out procedures and return the Room, the Heritage Commons Residence Halls, and all University property (including, but not limited to, all furnishings and keys) to University in the same condition as received by Student (normal wear and tear excepted). Student shall pay any costs to clean, repair, replace, or restore the Room or other University property to the extent such damage is caused by Student or Student's guests. Damage that occurs in common areas will be assessed and divided among the entire living group of that area, unless HRE is able to identify the persons responsible for the damage.
  - i) Business Activities. Student shall not conduct any business or other commercial activities within the Heritage Commons Residence Halls without HRE's written consent.
9. Services Provided. HRE shall provide electricity, gas, water, sewer, internet (wired and wireless) connection, and cable TV connection. These items are included in the Rent Fees. Students living in Shoreline Ridge will also be provided with an active phone jack/outlet in the kitchen. Students in the Residence Halls and Benchmark Plaza may complete an additional contract and pay to have a phone line activated in their Room. Student shall not be entitled to any refund of Fees and University shall not be liable to Student for any damage to persons or property that may arise as a result of any interruption or non-continuation of such utilities, including, but not limited to, damage to computers, appliances, equipment, or other devices.
10. Room and Roommate Assignments. Students may request a room assignment. However, HRE makes no guarantee regarding the Student's assignment to any Heritage Commons Residence Halls, room, or roommate. HRE reserves the right to make room and roommate assignments as HRE deems appropriate. Room assignments may be denied, reassigned, or canceled by HRE at its discretion and at any time for reasons of health, safety, discipline, optimization of space, or other reasons. All room assignment changes must be approved in advance by HRE. A Student who changes room assignments without approval from HRE will be assessed a penalty charge and will be required to move back to the assigned Room. No room assignment change will be allowed during the first two weeks and last two weeks of each semester.

11. Meal Plans. All Students residing in Residence Halls are required to participate in the University of Utah Dining Services Plan. Rules and policies regarding participation in the Dining Services Plan are set forth in the Rates & Dates Sheet. Students in Academic Year Apartments have this as an option.
12. Termination by Student. This Agreement may be terminated by Student only under the following circumstances and conditions:
  - a) Student may terminate this Agreement without cause by cancelling the room reservation in Housing U at any time UP TO the Cancellation Deadline listed on the Rates & Dates Sheet. Student will need to submit a written request for the return of their Security Deposit.
  - b) If Student executes this Agreement after the Cancellation Deadline, Student may nonetheless terminate this Agreement by contacting Housing & Residential Education in writing (info@housing.utah.edu) within 72 hours after the time Student executes this Agreement.
  - c) Student may terminate this Agreement if Student withdraws as a matriculated student from the University at any time during the term of this Agreement. Student must notify HRE within 72 hours of Student's withdrawal from the University. Student must vacate the Room within 72 hours of Student's withdrawal from the University. If Student notifies HRE of their intended cancellation prior to withdrawing from classes, the contract cancellation charge will be applied to the Student's Housing U account. If notice that classes have been cancelled is not provided to HRE by the Student within 72 of completing the cancellation form, the contract cancellation charge will remain on the Student's account.
  - d) Student marries during the term of this Agreement and provides HRE with written notice of termination of this Agreement.
  - e) Student is called to active duty by the military during the term of this Agreement and provides HRE with written notice of termination of this Agreement, along with a copy of the order to report.
  - f) Room becomes uninhabitable due to fire or other casualty.

Upon HRE's timely receipt of any of the notices required above, this Agreement will be terminated and the Security Deposit, and all other Fees paid by Student (except the non-refundable Application Fee and RHA Dues) may be refundable to Student on a pro rata basis through the date of the notice. If HRE does not receive such notice within the specified notice periods, or vacate the Heritage Commons Residence Halls within the time period required, HRE will have no obligation to refund any portion of the Fees or deposit paid by Student. Failing to vacate on the date agreed will result in a daily penalty charge.

13. Termination by Special Request. Student may submit a Contract Termination Request to HRE requesting termination for reasons other than those provided under paragraph 12 of this Agreement. HRE may grant or deny the Request for any reason within HRE's discretion. If the request is granted, the Student shall pay a termination fee of \$400.00 and forfeit their security deposit. Student has the ability to submit a Contract Termination Fee appeal only for reasons as stated on the appeal form. The form is available on the Housing & Residential Education website.

Student should also refer to Contract Termination Appeal form for process to seek waiver from required meal plan.

14. Termination by HRE.

- a) HRE may terminate this Agreement for cause under the following circumstances:
- i. Student fails to comply with any material term of this Agreement, including, but not limited to, failure to pay Fees or failure to comply with any of the policies, procedures and requirements incorporated herein.
  - ii. Student abandons or otherwise fails to consistently occupy the Room (fails to occupy for a ten day period and/or fails to pick up the key) during the term hereof. If Student fails to occupy (whether they are a registered University of Utah student or not), Student will be charged the pro-rated housing and/or meal plan charges for the ten day period, will be assessed a contract cancellation fee, and will forfeit their security deposit.
- b) In the event HRE terminates this Agreement for cause, HRE shall have no obligation to refund any Fees or other amounts previously paid by Student, and HRE may take any or all of the following actions:
- i. Proceed with eviction of the Student pursuant to applicable laws of the State of Utah and University policies.
  - ii. Recover all Fees, damages, and other amounts owed by Student.
  - iii. Utilize any and all other available remedies, including equitable and legal, judicial and/or administrative relief.
- c) HRE may terminate this Agreement, without cause, if the Room or Heritage Commons Residence Halls becomes uninhabitable due to fire or other casualty, for purposes of public health or safety, or for other reasons outside of HRE's reasonable control. If HRE terminates this Agreement without cause and Student has complied with all material terms of this Agreement, HRE shall return the Security Deposit and all other Fees paid by Student (except the non-refundable Application Fee and Dues) on a pro rata basis.

15. Assignment and Subletting. Student shall not assign, sublease, or transfer any interest in this Agreement to any person without HRE's prior written consent. Any assignment of Student's interest in this Agreement will not release Student of Student's obligations hereunder.

16. Uncontrollable Circumstances. University shall not be in default of this Agreement if delays in or failure of performance shall be due to circumstances beyond the reasonable control of the University. Such circumstances shall include, but are not limited to, acts of government or similar authorities, public health emergency, fire, flood, terrorism, earthquakes, weather, riot, civil disturbance, police action, or similar events beyond the University's reasonable control. In the event of an uncontrollable circumstance, the University shall immediately notify Student and shall resume performance of its obligations immediately upon cessation of the uncontrollable circumstance.

17. Limitation of Liability. The University and HRE will not be responsible for any personal injury or damage to property of Student caused by roommates, other students, guests, or any other third party.

18. Indemnification. Student shall indemnify, defend, and hold harmless the University and HRE from and against any and all liabilities, claims, and damages involving personal injury, death, or damage to property arising from any act or omission, negligence, or willful misconduct of Student, or Student's guests or invitees, in connection with Student's use of the Room and Heritage

Commons Residence Halls, or Student's breach of this Agreement or violation of any laws or policies of the University.

19. Photographs. Student agrees to allow the University to use photographs of Student and the Room for University's promotional purposes and such other purposes as University deems appropriate.
20. Dispute Resolution. Student may appeal a refund decision by submitting a letter of appeal to the Assistant Director of Budget & Finance. All other disputes shall be resolved according to the processes set forth in the Housing & Residential Education Handbook and all other applicable University policies and procedures.
21. Attorney Fees and Collection Costs. If Student defaults in the performance or non-performance of any obligations under this Agreement, Student shall pay all eviction costs, collection costs, court costs, and attorney fees incurred by University in enforcing its rights under this Agreement as a result of any such breach by Student.
22. Entire Agreement. This Agreement, its exhibits and attachments, and all regulations and policies referenced herein constitute the entire Agreement regarding the subject matter hereof. No promise, representation, or warranty not included in this Agreement has been or is relied upon by any party.
23. Incorporation. By reference, this agreement incorporates all rules and policies of the University of Utah, including the rules and policies stated in the Housing & Residential Education Handbook and the University of Utah Student Code, and all terms and conditions in the Rates & Dates Sheet and the Housing Application and Documentation, all of which are expressly incorporated and made part of this contract.
24. Severability. If any provision or portion thereof of this Agreement shall, to any extent, be held to be invalid or unenforceable, the remainder of this Agreement or the application of such provision or portion thereof shall not be affected thereby and each provision of this agreement shall be valid and enforceable to the fullest extent permitted by law, so long as the intent of the parties can be maintained.
25. Governing Law. This Agreement shall be interpreted and construed according to the laws of the State of Utah, without application of any principles of choice of laws.
26. Notices. Any notice or other communication required under this Agreement shall be in writing and shall be deemed to have been properly delivered and effective:
  - a) on the date of delivery if delivered electronically via e-mail;
  - b) on the date of delivery if delivered in person; or
  - c) on the date of deposit in the mail if delivered by express mail or registered or certified U.S. mail.

**If the Student is under the age of 18 at the time of making this reservation**, a parent or legal guardian must click "Agree", print off this page and mail or fax it to Housing & Residential Education at the address below.

Housing & Residential Education      Fax: 801-585-3591  
5 Heritage Center  
Salt Lake City, UT      84112

**If this form is not received by Housing & Residential Education within 10 days of the application submission, the Student may be contacted and their application/reservation may be canceled.**

**Student name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Student signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Student University ID:** \_\_\_\_\_

**Parent/Guardian name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Parent/Guardian Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_