

**University of Utah**  
**Housing & Residential Education**  
**Housing Agreement – Shoreline 825 to 829**

**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 (IF APPLICABLE), 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. This Agreement needs to be completed prior to move in. If Student fails to complete the agreement but still occupies housing, the agreement is deemed to be accepted.

1. Summary of Terms

- a. **Room:** "Room" shall be the room and/or apartment assigned to the Student.
- b. **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 contract period. The Rates & Dates Sheet 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.
- c. **Reservation Period:** a “Reservation Period” is selected in the housing application process and is either: 1) the year beginning July 1 through June 30; 2) the Commencement Date through June 30. Accordingly, Student is responsible for ROOM RENT, MEAL PLAN (if applicable), AND FEES for the reservation period as described in the Summary of Terms.

When HRE makes an offer for a space/apartment and the Student accepts the space, the Student has the time period of 10 calendar days to sign this agreement and return it by mail, fax, or email along with the security deposit in order to confirm the reservation.

- d. **Cancellation Deadline:** “Cancellation Deadline” shall be no less than 90 days before the Commencement Date. Student is able to transfer their contract to another individual who has not yet applied for Shoreline but is available for move in by the Commencement Date.
- e. **Commencement Date:** "Commencement Date" shall be either: 1) July 1, if Student reserves housing for the full reservation period; 2) Any date after July 1 in which the Student and HRE agree upon.
- f. **Expiration Date:** "Expiration Date" shall be either: 1) June 30 or 2) Thirty days after the Student has completed the Intent to Vacate Form as long as the Thirty days is not prior to the 90 day minimum stay. Student is responsible for Rent and Fees up to the 90<sup>th</sup> day in order to complete the minimum stay requirement.
- g. **Execution Date:** "Execution Date" shall be the date this contract was signed.
- h. **Fees:** The following charges (the “Fees”) must be paid by Student:
  - 1) Rent Fees - Shoreline Ridge: Rent due as listed on the Rates & Dates Sheet applicable to Shoreline Ridge Apartments. Apartment rent and utility fees are included as separate items in the “rent due.”
  - 2) Meal Plan Fees: Students in Shoreline Ridge may opt to purchase a meal plan. Meal Plan fees are due as listed on the Rates & Dates Sheet.
  - 3) Shoreline Community Council Dues: Nonrefundable Shoreline Community Council Dues are paid each semester.
  - 4) Application Fee: Nonrefundable Application Fee is \$25.

- 5) Security Deposit: Refundable Security Deposit is \$75. There is an additional security deposit required at move in for Students residing in a 2 bedroom apartment rental and a 3 bedroom apartment rental, as noted on the Apartment Rates & Dates sheet.
    - i. **Additional Charges**: Charges established from time to time by HRE for incidental costs including, but not limited to, lock changes, repair of damaged property, community damages, etc.
    - j. **Due Dates**: Due dates for the Rent Fees, Meal Plan Fees, and Shoreline Community Council 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. 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. 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. RHA 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 housing web page. 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 may result in a "hold" on Student's record and prevent the release of Student's transcript and other records.
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 Room 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 Shoreline Ridge 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 provided in Section 12 below.

**In cases where Housing & Residential Education enters into Agreement with non-Students, that Agreement will be for the remainder of the Contract- until June 30. It may or may not be allowed to be renewed for subsequent years, dependent upon the need by Students.**

b) Periods of Occupancy. Student may not check in (obtain key) prior to the Commencement Date. Student must check out of the residence hall with an authorized HRE representative on or before the Expiration Date or be subject to appropriate fees as indicated on the Intent to Vacate form.

c) Prohibition on Guests. Student is responsible for escorting guests while they are in the building and is responsible for the actions of all guests. Student may host a guest for up to three nights within a 14 day period.

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.. 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 on or before the Expiration Date. Any personal property belonging to Student remaining in the Room 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 on the premises in any manner that 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), 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 on the premises. Service animals may be allowed only as an approved accommodation to disabled residents.

Student shall, at all times, abide by all fire and safety regulations of the University of Utah or 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 Residence Hall without the prior written consent of HRE. Student shall promptly report any damage to the Room or the building to HRE.
  - h) Return of Room. Upon termination of this Agreement, Student shall complete all HRE Check-Out procedures and return the Room, the building, 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 Heritage Commons without HRE's written consent.
9. Services Provided. HRE shall provide electricity, gas, water, sewer, local telephone connection, internet connection, and cable TV connection. For students living in Shoreline Ridge a separate utility fee is charged for electricity. 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 building, 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, student conduct, optimization of space, or other reasons. All room assignment changes must be approved in advance by HRE.
11. Meal Plans. Students in Shoreline Ridge have the option to purchase a meal plan.
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 providing written notice of termination to HRE at any time up to the Cancellation Deadline.
  - b) If Student executes this Agreement after the Cancellation Deadline, Student may nonetheless terminate this Agreement by canceling their reservation within 72 hours after the time Student executes this Agreement.
  - c) Student may terminate this Agreement without cause, after the Commencement Date, by completing the Intent to Vacate (and fulfilling the requirements of Intent to Vacate) with HRE
  - d) Student may terminate this Agreement if Student withdraws or graduates 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 or within 30 days following graduation from the University. Student must provide notice of Intent to Vacate to HRE according to the requirements of this Agreement and/or the Intent to Vacate or be subject to the terms and fees stated on the Intent to Vacate.

- e) The Student marries during the term of this Agreement and provides HRE with written notice of termination of this Agreement.
- f) The 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.
- g) The 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 Room within the time period required, HRE will have no obligation to refund any portion of the Fees or deposit paid by Student.

### 13. 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 building 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 Shoreline Community Council Dues) on a pro rata basis.

14. 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.
15. 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.
16. 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.
17. 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 building, or Student's breach of this Agreement or violation of any laws or policies of the University.
18. 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.
19. Dispute Resolution. Student may appeal a refund decision by contacting HRE and requesting a meeting with the appropriate HRE administrator. 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.
20. 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.
21. 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.
22. 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.
23. 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.

