

Acknowledgement

This is a legally binding agreement with financial obligations. By signing a printed housing application or clicking the "I Agree" button associated with online applications, I acknowledge and agree to the terms contained within this agreement, which includes the following:

- A \$50 non-refundable application fee is required to apply for housing. My application is not complete until payment of the application fee and receipt of a confirmation email from UH.
- On or before July 1, 2010, I will remit an additional \$300 advance rent payment that serves as confirmation of my intent to live in University Housing at Southern Utah University for the semesters noted in my application and will be applied to my total rent.
- I am aware that if I cancel my application, I must give University Housing written notice of cancellation on or before July 1, 2010 for academic year agreements (August 23, 2010 through April 30, 2011) and December 1, 2010 for spring only agreements (January 5, 2011 through April 30, 2011). If applying after these dates, I understand I will have a two week period from the date of application to cancel in writing and that receipt of room assignment during this two week period is not guaranteed. I understand that if I do not give written notice by these dates, I will be charged a \$300 cancellation fee.
- If I require accommodations, as defined by the Americans With Disabilities Act, I will contact the Coordinator of Services for Students with Disabilities at (435) 586-7845.
- I agree to live by the terms of this license agreement and all relevant documents referenced herein (e.g. Resident Handbook, Roommate Agreement) for the entire agreement period.
- I understand that I am confirming that all information included in my application is correct and I am the applicant as represented. Misrepresentation of any sort on my application is grounds for cancellation of my application and agreement by University Housing.

Agreement Terms and Conditions

1. ELIGIBILITY:

- 1.1 Students living in residences must be registered for a minimum of twelve (12) undergraduate or nine (9) graduate credit hours of coursework per semester and be pursuing a degree. Residents are still bound to this application and the associated financial responsibilities even after dropping credits.

2. DEFINITIONS:

- 2.1 **Academic Year:** August 23, 2010 through April 30, 2011 not including the winter break.
- 2.2 **Academic Year Plus:** August 23, 2010 through April 30, 2011 including the winter break at an additional cost and if space is available.
- 2.3 **Application:** this housing application and license agreement are understood to be a license agreement for the occupancy and use of residential space at Southern Utah University.
- 2.4 **Break(s):** any day or days on which the University is closed and/or classes are not in session.
- 2.5 **UH:** University Housing at Southern Utah University and the staff/employees of the same.
- 2.6 **Application Date:** the date UH receives the resident's completed housing application and agreement, a non-refundable \$50 application fee.
- 2.7 **Occupancy:** accepting assigned accommodations by officially checking into a residence as defined herein and accepting the key to occupy a specifically assigned room, whether or not the resident moves in for the term of the agreement as applicable.
- 2.8 **Residence(s):** includes and refers to residence halls, houses, and apartments operated by the University.
- 2.9 **Rent:** the fee to be paid for use of the room. Rent amounts are approved annually by the Southern Utah University Board of Trustees.
- 2.10 **Room:** room, apartment or suite assigned to the resident.
- 2.11 **Spring Only:** January 5, 2011 through April 30, 2011.
- 2.12 **Resident(s):** the person who will attend Southern Utah University and occupy the room assigned by UH regardless of the source of his/her payment.
- 2.13 **University:** Southern Utah University and the offices charged with executing its mission and goals (e.g. UH).

3. APPLICATION PERIOD AND EFFECTIVE DATES:

- 3.1 Juniper Hall, Eccles Living Learning Center (buildings A and C), Cedar Hall, Hillside and any other residence(s) operated by UH will close from Saturday, December 11, 2010, at 12:00 p.m. (noon) until Sunday, January 2, 2011, at 2:00 p.m. All residents must vacate their residences, but may leave their personal belongings. Residences remain open during all other breaks including Thanksgiving (November 24-26, 2010) and spring break (March 14-18, 2011).
- 3.2 Ponderosa Terrace, College View and Eccles Living Learning Center (building B only) will remain open throughout all breaks during the academic year and are the only residences that are eligible to residents who choose the *academic year plus* license agreement. The *academic year plus* option is available as space permits and at additional cost.

4. OFFICIAL COMMUNICATION:

- 4.1 Students admitted to Southern Utah University have access to the online student portal, known as mySUU (<http://my.suu.edu>). Through mySUU, students are required to keep contact information current and correct. For all residents living in residences operated by UH this must include an email address and preferred phone number (likely a cell phone). All electronic communication sent by UH will be sent to this email address and residents will be held responsible for the information therein. UH may also employ mySUU or myHousing to broadcast targeted messages and post information about an individual resident's housing application and agreement, assignment, and other important information.
- 4.2 Most official written communication, with the exception of parental notification letters, will be sent to the resident's preferred mailing address whether that is on or off campus. Certain official written communication from UH will be held for residents at the UH office or the front desk of their residence for pick-up. Residents will be required to sign for these documents.
- 4.3 UH reserves the right to use the resident's cell phone number, as found in mySUU, and UH will not be responsible for any charges incurred by the resident for such calls.
- 4.4 In accordance with the Family Educational Rights and Privacy Act of 1974 (FERPA), known as the Buckley Amendment, UH may release directory information (<http://www.suu.edu/ss/registrar/rights.html>) without the prior, written consent of residents. Residents may conceal their directory information from release by contacting the Office of the Registrar.

5. APPLICATIONS, APPLICATION FEES AND ADVANCE RENT PAYMENTS:

- 5.1 Residents must be admitted to Southern Utah University before an application will be accepted. Additionally, residents must complete, sign, and return a printed application and agreement to UH or submit an electronic application via MyHousing. A non-refundable \$50 application fee must accompany all applications in order to be considered; an *advance rent payment* of \$300 is due no later than the dates listed in paragraph 5.2. Financial Aid awards will not cover the application fee, but may be used for the *advance rent payment*. These fees cannot be waived or deferred. The *advance rent payment* will be applied to the total rent for the resident's assigned room and is collected to guarantee assignment.
- 5.2 In order to confirm application and guarantee assignment, a \$300 *advance rent payment* is due according to the following schedule:

License	Payment Due Date
Academic Year	July 1, 2010
Academic Year Plus	July 1, 2010
Spring Only	December 1, 2010

- 5.3 Failure to pay a *advance rent payment* by the dates noted above will release your assigned room. *Advance rent payments* will be refundable if cancellation requests are received in writing prior to the dates above.
- 5.4 Applications received after the corresponding dates noted in section 5.2 will not be considered complete unless all fees (non-refundable \$50 application fee and

\$300 *advance rent payment*) are received at the time of submission.

- 5.5 All fees must be paid with each new application submitted to UH.
- 5.6 Residents will be held responsible for the veracity of the information provided on their application and/or related to their application for housing, especially as it relates to their status as a smoker and any felony convictions. If UH at any time determines that information provided on one's housing application is false or inaccurate, a resident may be removed or be transferred to a different residence at their expense and without regard for their application date and preferences.

6. ASSIGNMENTS:

- 6.1 Assignment to and occupancy of a room is subject to University admission, enrollment in University classes, completion of the application and space availability.
- 6.2 Assignments are made based on a combination of criteria including the resident's application date, preferences, living learning community requests, mutual roommate requests and space availability. UH will make every effort to assign a resident to one of his/her preferences. However, UH is not able to guarantee preferences or an assignment to any particular room.
- 6.3 Room/Residence reassignment requests, roommate requests and preference changes for the academic year and academic year plus may be submitted to UH until July 1, 2010. Reassignment requests will only be accepted from residents whose \$300 *advance rent payment* is paid in full and who have turned in a completed application. Only one request will be processed prior to occupancy.
- 6.4 While every effort will be made by UH to notify a resident of assignment changes prior to occupancy, residents should periodically review their MyHousing account to determine changes in room and roommate assignments.
- 6.5 Roommates are assigned by UH based on answers to personal and living preference questions and mutual roommate requests submitted via MyHousing. We cannot guarantee that mutual roommate requests will be honored.
- 6.6 In the interest of creating inclusive communities and in an attempt to include every individual student, UH is committed to policies of nondiscrimination and equal opportunity, and pursues affirmative action with regard to race, color, national origin, sex, age, status as an individual with a disability, religion or faith system, and status as a veteran with a disability or a veteran of the Vietnam era. The long standing tradition of the University and UH is to treat each individual with a unique respect worthy of their membership in a community of learners. It is the commitment of the current staff that this continues in perpetuity. SUU will seek to place all students in the room, suite, or apartment option that best suits their needs.

7. RESIDENCE/ROOM TRANSFERS:

- 7.1 Transfer of occupancy from one room/residence to another room/residence may be done only with the approval of UH. Room/residence transfers will take place between September 13, 2010 and November 23, 2010 for fall semester and January 17, 2011 through March 14, 2011 for spring semester. Transfers will only occur if the requesting resident's University account is paid in full or if a payment plan is up-to-date. The resident's account will be charged or refunded a daily prorated amount for a difference in residence rents. A \$50 fee will be charged to the resident's University account for each room/residence transfer. Failure to complete the transfer in accordance with the room/residence transfer deadline may result in daily charges for both assigned rooms.

8. CANCELLATION PRIOR TO OCCUPANCY:

- 8.1 Cancellation of this application prior to occupancy is only valid if received in writing via postal mail, email, fax, or hand delivered according to the schedule of applicable dates herein. Only the resident who entered into this application may submit a cancellation request. The postmark (letter) or date stamp (email or fax) will serve as the date of official notification; hand delivered cancellation requests will be stamped by UH staff. Send cancellation requests to: Mail –University Housing at Southern Utah University, 351 West University Blvd., Cedar City, Utah, 84720; Email - housing@suu.edu; or Fax – (435) 586-7895.
- 8.2 *Academic year* and *academic year plus* applications may be cancelled prior to July 1. On or following July 1, residents will be charged a cancellation fee of \$300.
- 8.3 Spring only applications may be cancelled prior to December 1. On or following December 1, residents will be charged a cancellation fee of \$300.
- 8.4 Cancellations received prior to the dates listed above (paragraph 5.2) will initiate the return/cancellation of all fees except the non-refundable \$50 application fee.
- 8.5 Cancellation of applications received after the dates in paragraph 5.2 will only be eligible for a refund if completed within two weeks of the application date. Receipt of assignment during this two week period is not guaranteed.

9. OCCUPANCY AND CHECK-IN:

- 9.1 Occupancy begins when a resident accepts a key to his/her room and/or residence. Only the resident assigned to a room/residence may take possession of the assigned key and only the resident assigned to a room/residence may occupy that room/residence.
- 9.2 When necessary, a resident may be required to move to another room in order to consolidate unassigned space. Resident may also exercise the option, if

available, of occupying an unassigned space in the resident's assigned room at an additional cost. The resident may only occupy the type of room for which the resident is paying.

- 9.3 If a resident is assigned and occupies a disability-adapted room, the resident may be required to change rooms at any time in the event that there is a need to accommodate a resident with a disability.
- 9.4 Academic year check-in dates for the upcoming year will be published during the preceding spring on the UH website (www.suu.edu/housing).
- 9.5 If a resident fails to take occupancy by 7:00 p.m. on Sunday, August 22, 2010, for *academic year* and *academic year plus* applications or by 7:00 p.m. on Sunday, January 2, 2011, for spring only he/she will be considered a "no show", and his/her application and assignment will be cancelled. The \$300 *advance rent payment* will be forfeited or billed as applicable. In the event that a resident must check-in later than the dates noted, she/he must notify the UH office in writing (email, fax, or postal mail) prior to August 1 for *academic year* and *academic year plus* applications or December 1 for spring only.
- 9.6 Students who would like to request early move-in may do so via the housing website. Early check-in is only possible if space permits and at a charge of \$25 per day.

10. RENT AND FINANCIAL RESPONSIBILITIES:

- 10.1 Rent is due by the end of the first day of classes for each semester and is payable in full, by semester or by installments via the University payment plan.
- 10.2 Rent should be made payable to Southern Utah University and sent to: Southern Utah University, Cashier's Office, 351 West University Blvd., Cedar City, Utah, 84720 or paid online at <http://www.suu.edu/ss/cashier/>.
- 10.3 Questions regarding housing fees, payments, and rent should be directed to UH and not the Cashier's office.
- 10.4 By officially taking occupancy of a room, the resident assumes full responsibility for the financial obligations of the application and specifically agrees to pay full rent as per the application and any associated fees, whether or not the resident chooses to reside in the room/residence.
- 10.5 Release from the agreement:
 - 10.5.1 Full rent, as per the terms of this agreement, will be charged to residents who check out of a residence/room, but remain enrolled at the University (for one or more academic credits); this includes cases of removal from a residence.
 - 10.5.2 If a resident withdraws from the University (i.e. is not registered for any credits) and remains withdrawn for the remaining 2010-2011 academic term, and checks out pursuant to the required procedures for her/his assigned residence, the resident will be charged rent based on the dates of his/her occupancy and will be charged a license agreement release fee, according to the following schedule:

	Resident Check Out Date Is On Or Between	Charge
Fall	Occupancy & 09/13/10	Prorated Fall Rent + \$400
	09/14/10 & 10/11/10	Prorated Fall Rent + \$350
	10/12/10 & 11/08/10	Prorated Fall Rent + \$300
	11/09/10 & 01/02/11	Full Fall Rent
Spring	Occupancy & 02/07/11	Prorated Spring Rent + \$400
	02/08/11 & 03/07/11	Prorated Spring Rent + \$350
	03/08/11 & 04/04/11	Prorated Spring Rent + \$300
	04/05/11 & 05/02/11	Full Spring Rent

- 10.5.3 If a resident withdraws during the fall term and gains re-admittance and is registered for classes during the spring term, this agreement remains in effect and the resident will be charged full rent as applicable. Should a resident desire to return to a residence under these circumstances, the resident must inform UH in writing (email, fax, or postal mail) by December 10, 2010.
- 10.6 If a resident leaves the University and checks out pursuant to the required procedures by December 10, 2010, to attend an official University approved program (i.e. internship, study abroad, National Student Exchange, or another student exchange program) the resident will be released with no financial consequence provided a copy of the official program document is submitted to UH by December 8, 2010.
- 10.7 If a resident enlists or is drafted into military service and checks out pursuant to the required procedures by December 10, 2010 the resident will be released with no financial consequence.
- 10.8 If a resident is granted medical withdrawal from the University and checks out pursuant to the required procedures by December 10, 2010 the resident will be released with no financial consequence.
- 10.9 If a resident graduates from the University at the end of the fall semester and checks out pursuant to the required procedures by December 10, 2010 the resident will be released with no financial consequence.

10.10 The University reserves the right to terminate this agreement if payments are not received by the associated due date. The University further reserves the right to assess a late fee to any unpaid balance in accordance with University Policy and Procedures.

11. DAMAGES, LOSSES, AND FEES:

- 11.1 Residents are financially responsible for all damages to and losses of University property attributable to his or her act, omission, neglect, or participation in any group activities.
- 11.2 Residents are responsible for removing their own trash and placing it in the designated outside receptacle (e.g. dumpster). Residents will be charged \$25 for each box/bag/non-contained item of trash identified to belong to that individual resident found in a common/community area of the residence or in his/her assigned room.
- 11.3 Residents are prohibited from having items thought to pose safety risks to and/or damage the residential facilities. A list of these items is available online at <http://www.suu.edu/housing> and in the Resident Handbook, neither list is exhaustive. UH reserves the right to require the removal of any item deemed to be a safety or damage risk.
- 11.4 In the event that damage cannot be attributed to a specific resident or a group of residents, such as trash found or damages occurring in a community or common area of the residence, associated charges will be divided equally among all non-staff residents of a room, floor, or residence.
- 11.5 All damage and cleaning charges will include a 20% administrative fee in addition to the cost of labor and supplies. If a resident witnesses damages occurring, it is in his/her best interest to report this information to an UH staff member.
- 11.6 Residents will be charged for all room keys, entrance keys/electronic access cards and lockout keys/cards that are lost or not returned. Broken keys will be replaced at no charge provided the portion of the key stamped with the identifying numbers is returned. UH staff can provide a fee schedule at a resident's request. The cost of the key will depend entirely on the residence to which the resident is assigned.
- 11.7 Residents will be charged a \$10 lockout fee each time a staff member's assistance is needed to gain access to a room/residence.
- 11.8 Acts of vandalism and other criminal acts/conduct are subject to financial and disciplinary action and to prosecution by state and local authorities.
- 11.9 Residents may submit appeals of the fees for damages or losses in writing, but it must be done within 60 days of the end of the semester in which the damage or loss occurred. Appeals will be submitted to and investigated by the Community Coordinator of the building in which the charge originated.
- 11.10 The University is not responsible for loss, theft, or damage, to a resident's personal property and effects, or for the personal property and effects of the resident's guests. The resident should individually obtain insurance coverage for personal property and effects, if desired. Information on insurance coverage can be found in the Resident Handbook. Lost and found is maintained as appropriate.

12. CONDUCT:

- 12.1 Residents must comply with all state and federal laws, the UH community standards, Southern Utah University policies and any policies adopted or published during the term of this application. Failure to do so may result in sanctions which may include administrative transfer to another residence or removal from all residences operated by the University and from the University entirely. University policy will take precedent in any situation where this agreement and University policy may contradict.
- 12.2 A resident does not have exclusive possession or control of the residence/room to which he/she is assigned. Use is granted in accordance with this application and under the supervision of UH. Use of a room/residence for commercial purposes is prohibited.
- 12.3 Residents may be removed from their residence for conduct-related offenses including, but not limited to: tampering with fire safety equipment or devices; making a bomb threat; possession of large amounts of alcohol or repeated use of alcohol; underage possession of alcohol; possession and/or use of illegal/illicit drugs or associated paraphernalia; intent to distribute drugs; misuse/abuse of prescription drugs; and possession of any dangerous weapon or firearm as defined by Southern Utah University policy 11.2 (<http://www.suu.edu/pub/policies/pdf/PP112Student.pdf>).
- 12.4 Residents may be subject to legal action and will lose access to the UH and University network, both wired and wireless networks, for the purposes of

accessing the internet if it is found that use of the listed networks is used to: transmit, access, or communicate any data that infringes on any patent, trademark, trade secret, copyright or other proprietary right of any party including peer-to-peer file sharing of music, movies, software, etc.; violate any applicable local, state, national or international law including hacking into another computer; distribute or transmit material that the University considers to be lewd, obscene or harassing; electronically eavesdrop or use the University network for any type of money making venture; and/or disrupt or misuse the University network in any way.

- 12.5 Residents are accountable to understand and abide by the Resident Handbook and associated documents, such as the Roommate Agreement. Violation of these standards may result in action through the University Housing Judicial System.

13. CHECK-OUT PROCEDURES:

- 13.1 Residents must complete the prescribed check-out procedures in order to avoid additional financial responsibilities. In order to properly check out, a resident must make an appointment with an UH staff member, typically their own Resident Assistant or Community Coordinator. Information regarding this process will be published by UH toward the end of each semester and should be followed explicitly.
- 13.2 In order to properly check out, residents must: remove all personal belongings; thoroughly clean their assigned space(s); be present for the completion of the room/apartment condition report by a UH staff member and sign that document; return any issued keys; return any rented UH equipment.
- 13.3 Residents who fail to check out properly will be charged a \$50 improper check-out fee and will be held responsible for the condition of their room as found by UH staff. Residents will forfeit their right to appeal all charges including, but not limited to, the cost of the issued keys, the cost of disposal of personal belongings, and the cost of any cleaning or maintenance/repair that must be completed.
- 13.4 Check out will ordinarily occur by 12:00 p.m. (noon) on the Saturday immediately following final exams (the day of final Commencement) or within 24 hours of a resident's last final exam, whichever comes first. Graduating seniors are encouraged to check out early or formally request an extension from their Community Coordinator.

14. THE UNIVERSITY RESERVES THE FOLLOWING RIGHTS:

- 14.1 To change or cancel residence/room assignments at will or in the interest of order, discipline, emergency, health, safety, welfare or another substantial administrative reason.
- 14.2 To enter and inspect rooms (by authorized personnel) at any time to verify inventory records or occupancy; to perform maintenance; to enforce safety, health, and University Policy and Procedures Code and/or Community Standards; or during an emergency.
- 14.3 To prohibit non-residents from being on the premises of individual and/or multiple residences in the interest of order, or for discipline, emergency, health, safety, welfare or other substantial administrative reason.
- 14.4 To permanently remove the resident from individual and/or multiple residences for non-compliance with any terms and conditions of this agreement. Residents who are removed from residences will be charged the full rent amount as per their license agreement.
- 14.5 To revise or amend this agreement from time to time to meet administrative needs.
- 14.6 To retain possession and control of the residence/room premises. This agreement constitutes a license to use and occupy the premises, as assigned, for a specific purpose. This agreement is not a lease to possess the room/residence or to transfer any interest in the room/residence to the resident.

15. TERMS OF THE ENTIRE AGREEMENT:

- 15.1 The provisions contained in this 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. The resident agrees that if the University is forced to use legal counsel or a collection agency to enforce this agreement, the resident will pay the collection costs, attorney's fees, and court costs in obtaining payment of amounts due under this agreement and any associated interest in accordance with University Policy and Procedures and Utah State Code.