SUU SOUTHERN UTAH UNIVERSITY
University Housing

351 W. University Boulevard
Cedar City, Utah 84720
Phone: (435) 586-7966
Email: housing@suu.edu
Web: www.suu.edu/housing

Family Housing License Agreement 2027-2028

Acknowledgement

This document is an application for housing at Southern Utah University. If the University offers you housing in response to your application and you pay the advance rent due in the timeframe specified (see below), the Family Housing Application and License Agreement ("Agreement") terms included in this same document automatically apply and are legally binding on the Applicant, who is then referred to as the Resident. By signing a printed version of this Agreement or clicking the "I Agree" button on an electronic Agreement, I agree to be bound by the terms below.

As part of my application for University Housing, I acknowledge and agree to the following:

I. Terms for Application

1. APPLICATIONS:

1.1. I must be an admitted student to Southern Utah University before my application will be accepted.

1.2. To apply for a University Housing residence, I must complete, sign, and return a printed Agreement to the University Housing Department (UHD) or submit an electronic Agreement via MyHousing.

1.3. I understand that I may be asked to submit information about previous housing and references as part of my application. I agree that UHD may contact my references during the application process.

1.4. My application does not guarantee that I will receive an offer for University Housing. Initial housing offers will begin immediately following applications.

2. APPLICATION FEES AND ADVANCE RENT PAYMENTS:

a. I understand that my application will not be considered complete unless all fees, as outlined below, are received by UHD. These fees cannot be waived or deferred.

b. I understand that a $50 non-refundable application fee is required with my application for housing. My application will not be processed until the fee is received.

Financial Aid awards will not cover the application fee but may be used for future Rent payment.

c. I am aware that in order to accept a housing offer and guarantee my housing assignment, I must remit a $300 advance Rent payment within thirty days of the date of offer. Applications received after July 1 (December 1 for Spring semester) are considered late and must have advance rent payments remitted within 10 days of the offer being made. Offers made within 10 days of the start of school require immediate payment of the advance rent to be accepted.

d. The advance rent payment will be applied to my total rent and serve to confirm my intent to live in the designated University Housing for the Academic Year (defined below) and my financial obligations under this Agreement. Failure to respond and/or make the advance rent payment as required will automatically result in the cancellation of my application and nullification of my Residence assignment.

3. If I require accommodations with this Agreement or for housing arrangements, as defined by the Americans with Disabilities Act, I will promptly contact the Coordinator of Services for Students with Disabilities at (435) 586-7845.

4. I represent and warrant that I am confirming that all information included in my application is correct and I am the Applicant as represented. Misrepresentation or false information of any sort on my application is grounds for cancellation of my Agreement by UH.

5. Definitions included in Section II below apply to this Section I.

II. Housing Agreement Terms and Conditions

Upon acceptance of the UHD's offer to license a Residence in University Housing as set out in the above "Terms for Application", I acknowledge and agree to the following:

1. DEFINITIONS:

1.1. Academic Year: August 31, 2027, fall semester opening weekend, through the Spring semester commencement on April 28, 2028.

1.2. Academic Year Plus (Family): August 31, 2027, Fall semester opening weekend, through Spring semester commencement including all Summer sessions ending on August 20, 2028. (ie. Year-to-Year).

1.3. Break(s): any day or days on which the University is closed and/or classes are not in session.

1.4. UHD: University Housing Department at Southern Utah University and the staff/employees of the same.

1.5. Application Date: the date UH receives the Resident's completed housing application and agreement, and non-refundable $50 application fee.

1.6. Child: a Resident's dependent under the age of 18 where the Resident has legal custody or serves as legal guardian.

1.7. Occupancy: actively having University-authorized access to a designated Residence, which begins at the time a key is provided to the Resident, and has authorization to occupy the Residence, whether or not the Resident moves in for the Academic Year, as applicable.

1.8. Other Occupants: the Resident's legal spouse and/or Child (legal guardianship) (2 max occupants per unit)
1.9. Residence(s): includes and refers to family housing units operated by the University.
1.10. Rent: the fee to be paid for use of the Residence. Rent amounts for University Housing are approved annually by the Southern Utah University Board of Trustees.
1.11. Resident(s): a student who is enrolled at and attends classes offered by Southern Utah University during the Academic Year and occupies the apartment assigned by UHD regardless of the source of his/her payment.
1.12. University: Southern Utah University, including the offices charged with executing its mission and goals (e.g. UHD).
1.13. University Housing: housing accommodations available for enrolled SUU students.
1.14. University Family Housing: Multi-tenant unit housing option for an enrolled SUU student along with his/her spouse and/or Child.

2. ELIGIBILITY:

To be eligible for University Family Housing, an Applicant/Resident must meet the following requirements:
2.1. Be registered for a minimum of nine (9) undergraduate or six (6) graduate credit hours of coursework per semester and be pursuing a degree. International or Study Abroad students will be considered eligible if they are enrolled in a Southern Utah University sponsored program including ESL (English as Second Language). Residents are still bound to this agreement and the associated financial responsibilities even after dropping credits and may be removed from University Housing for failing to maintain minimum credit requirements.
2.2. Be legally married to the Resident and/or a Child for which the Resident has legal guardianship that will reside/reside with the Resident. To remain eligible for University Family Housing, either the Resident's legal spouse or Child (or ward over which the Resident has legal guardianship) ("Other Occupants") must
reside within the Residence. The Resident warrants that relationships to Other Occupants as described on the application or in UHD records are accurate and lawfully recognized relationships. A change in family status (ie. divorce or custody change) could result in the Agreement being terminated by SUU without any remuneration to Resident. Upon request, the Resident must provide valid copies of a marriage certificate and/or birth certificate to verify legal relationship status.

3. NATURE OF THE AGREEMENT:

This Agreement is understood to be a license agreement for the Occupancy and residential use of the Residence in accordance with the terms in this Agreement.

4. APPLICATION PERIOD AND EFFECTIVE DATES:

4.1. University Family Housing remains open throughout all Breaks during the Academic Year. University Family Housing Residents may select the Academic Year Plus (Family) option

to retain their assigned Academic Year space during summer sessions. The Academic Year Plus (Family) option is available as space permits and charged Rent at the applicable rate for the time period.

5. OFFICIAL COMMUNICATION:

5.1. Students admitted to the 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 University Housing Residents this must include an email address and preferred phone number (likely a cell phone). All electronic communication sent by UHD will be sent to the email address provided through the mySUU portal and Residents will be held responsible for the information therein. UHD may also employ mySUU or myHousing to send targeted messages and post information about an individual Resident's housing application and agreement, assignment, and other important information.

5.2. Official written communication of the University will be sent to the Resident's preferred mailing address whether that is on or off campus. Certain official written communication from UHD will be held for Residents at the UHD office for pick-up. Residents will be required to sign for these documents.

5.3. UHD reserves the right to use the Resident's cell phone number, as found in mySUU, for contacting the student and UHD will not be responsible for any charges incurred by the Resident for such calls.

5.4. In accordance with the Family Educational Rights and Privacy Act of 1974 (FERPA)UHD may release directory information (http://www.suu.edu/ss/registrar/rights.html) without the prior, written consent of Residents. Residents may restrict their directory information from release by contacting the Office of the Registrar.

6. ASSIGNMENTS OF RESIDENCE SPACE:

6.1. Assignment to and Occupancy of a Residence is subject to admission, enrollment in University classes, completion of the application, space availability, and meeting Eligibility requirements. SUU will offer a license for a Residence only to students who have paid their enrollment commitment fee to the University.

6.2. SUU makes Residence assignments based on a combination of criteria including the Resident's application date, preferences, and space availability. UHD will make every effort to assign a Resident to one of his/her preferences. However, UHD is not able to guarantee preferences or an assignment to any particular Residence.

6.3. While every effort will be made by UHD to notify a Resident of assignment changes prior to Occupancy, Residents should periodically review their MyHousing account to determine any changes in Residence assignments.

6.4. In the interest of creating inclusive communities and in an attempt to include every individual student, UHD is committed to policies of nondiscrimination and equal opportunity and adheres to SUU's Anti-Discrimination Policy 5.27. Students with disabilities and/or serious medical conditions requiring special accommodations must contact Disability Services as soon as possible. Approval of reasonable accommodations is contingent on Disability Services' receipt of appropriate medical documentation and other requirements. Students who have a

documented need to have a service animal must contact the ADA Coordinator and submit medical documentation. All SUU Family Housing units are non-sex designated spaces.

7. APARTMENT TRANSFERS:

7.1. A Resident may transfer from one Residence to another Residence only after written approval of UHD. Transfers will only be eligible for consideration 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 if approved by UHD. A $50 fee will be charged to the Resident's University account for any Residence transfer. Failure to complete the transfer in accordance with the Residence transfer deadline may result in daily charges for both assigned Residences.

7.2. A Resident may not assign, sublease, or transfer any interest in this Agreement to any third party.

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 contained within the offer letter and 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 UHD staff. Send cancellation requests to: Mail – University Housing at Southern Utah University, 351 West University Blvd., Cedar City, Utah, 84720; Email – housing@ suu.edu

8.2. Cancellations received prior to July 1 will initiate the return/cancellation of all fees except the non-refundable $50 application fee.

9. OCCUPANCY AND CHECK-IN:

9.1. Occupancy begins when a Resident accepts a key to the assigned Residence. Only the Resident assigned to a Residence may take possession of the assigned key and only the Resident or Other Occupants assigned to a Residence may occupy that Residence. Maximum occupancy is two (2).

9.2. If a Resident, without a disability reasonable accommodation related to the set up of the specific Residence, is assigned and occupies a disability-adapted Residence, the Resident may be required to change Residences at any time in the event that there is a need to accommodate a Resident with a disability.

9.3. Academic Year check-in dates for the upcoming year will be published during the preceding spring on the UHD website, www.suu.edu/housing.

9.4. If a Resident fails to take Occupancy by the third day of the semester, he/she will be considered a "no show", and his/her application and assignment will be canceled if he/she is not enrolled. The $300 advance Rent payment will be forfeited and retained by the University. In the event that a Resident must check-in later than three days into the start of the semester, the Resident must notify the UHD office in writing (email or postal mail).

9.5. Students who would like to request early move-in may do so by contacting UHD for approval. Early check-in is only possible if approved and for an additional fee.

10. RENT AND FINANCIAL RESPONSIBILITIES:

10.1. Rent for the Residence is due on the first of each month. Late fees will be assessed on the first Friday of each month. Residents with an outstanding balance will not be permitted to move into University Housing. Rent for each month is payable in full through the Resident's student account.

10.2. Rent shall 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/cashier/.

10.3. Questions regarding housing fees, payments, and Rent should be directed to UHD rather than the Cashier's Office.

10.4. By accepting a Residence offer and paying the advance Rent, the Resident assumes full responsibility for the financial obligations of the Agreement and specifically agrees to pay full Rent and any associated fees as per the Agreement, whether or not the Resident chooses to reside in the Residence.

10.5. If a Resident fails to take Occupancy but attends SUU classes at any point during the Agreement period, he/she is obligated to the terms of the Agreement.

10.6. Release from the Agreement after Occupancy:

10.6.1. Resident is responsible and liable for Full Rent, as per the terms of this Agreement, for a Resident who checks out of a Residence, but remains enrolled at the University (for one or more academic credits).

10.6.2. If a Resident withdraws from the University (i.e. is not registered for any credits) and remains withdrawn for the remainder of the Agreement period and checks out pursuant to the required procedures for the assigned Residence, the Resident will be charged Rent based on the dates of Resident's Occupancy and will be charged an Agreement release fee, as liquidated damages, of the remaining month's rent.

10.6.3. Residents are responsible for the full obligations and time period of this Agreement. If a Resident withdraws from the University during the Academic Year but then returns and registers for classes in the next semester of the same Academic Year, the Resident's obligations under this Agreement remain 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 UHD in writing (email or postal) by December 1.

10.6.4. Residents who are suspended or dismissed from the University for disciplinary reasons are held financially responsible for the original term of the Agreement.

10.6.5. If a Resident leaves the University campus and checks out pursuant to the required procedures, to attend an official University approved program (i.e. internship, study abroad, National Student Exchange, or another student exchange program) for the Spring semester, the Resident will be charged prorated Rent with no release fee, provided a copy of the official program document is submitted to UHD by December 1.

10.6.6. If a Resident enlists, is drafted into military service, or is called to active duty; is granted a medical withdrawal from the University; or graduates from the University at the end of fall semester and checks out pursuant to the required procedures, the Resident will be charged prorated Rent with no release fee.

10.6.7. 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 or in his/her assigned Residence after checkout.

11.3. Residents are prohibited from having items that pose safety risks to and/or damage the Residential facilities, within UHD's discretion, and that the law does not expressly require that the University permit. An illustrative, though not exhaustive, list of these items is available online at http://www.suu.edu/housing and in the Resident Handbook. UHD 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 an apartment, floor, or building, as applicable.

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 a UHD staff member.

11.6. Residents will be charged for all entrance keys/electronic access cards and lockout keys/cards that are lost or not returned. Broken mechanical keys will be replaced at no charge provided the portion of the key stamped with the identifying numbers is returned. UHD staff can provide a fee schedule at a Resident's request. The cost of the key will depend upon the Residence to which the Resident is assigned.

11.7. Residents will be charged a $5 lockout fee each time a staff member's assistance is needed to gain access to a Residence by any occupant.

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 the Director of UHD and reviewed 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, and Resident expressly assumes all such risks. The Resident should individually obtain insurance

coverage for personal property and effects, if desired.Lost and found items may be reported to the UHD office. Unclaimed items may be disposed of or donated at the end of each semester without further notice.

12. CONDUCT:

12.1. Residents and Other Occupants must comply with this Agreement, all applicable laws, the standards of the University Housing Resident Handbook, University policies, and any other policies adopted or published during this Agreement. Failure to do so may result in sanctions which may include administrative transfer to another Residence or removal from all housing operated by the University and from the University entirely. University policy, including SUU Policy 11.2, Student Code of Conduct, will take precedence in any situation where this Agreement and University policy may contradict each other on a conduct-related matter. In the event that a Resident is removed from University Housing for a violation of a compliance obligation listed in this subsection, the remainder of the Resident's monthly prepaid housing fee will be forfeited as a consequence of such violation.

12.2. A Resident does not have exclusive possession or control of the Residence to which he/she is assigned. Use is granted in accordance with this Agreement and under the supervision of UHD. Use of a Residence for commercial purposes is prohibited.

12.3. Residents may be subject to legal action and will lose access to the UHD and University network, both wired and wireless networks, if it is found that the listed networks are used to violate any applicable University policies, local, state, national or international law including the distribution or transmission of material that the University considers to be lewd, obscene or harassing and/or disrupts or is a misuse of the University network in any way.

12.4. Residents, family members, and their guests are accountable to understand and abide by the standards of the Resident Handbook and associated documents. Violations may result in action through the University Conduct System.

12.5. Residents agree to supervise their child at all times and are liable for any loss, damage or fines caused by them. Residents are required to never leave Children unattended in Residence.

13. CHECK-OUT PROCEDURES:

13.1. Residents must complete the prescribed check-out procedures in order to avoid additional financial responsibilities, associated with costs incurred for extra work caused by such failure, whether direct or indirect. In order to properly check out, a Resident must notify UHD 30 days in advance and make an appointment with UHD staff, typically their own Resident Assistant or Community Coordinator. Information regarding this process will be published by UHD toward the end of each semester and must be followed.

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 Residence condition report by a UHD staff member and sign that document; or properly complete an Express Check-Out packet in an applicable building; return any issued keys; and return any rented UHD equipment.

13.3. Residents who fail to check out properly will be charged a $100 improper check-out fee and will be held responsible for the condition of their Residence as found by UHD staff. There

is no appeal available to Residents for all such 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 contact UHD for any requested extensions.

14. THE UNIVERSITY EXPRESSLY NOTIFIES RESIDENTS OF AND RESERVES THE FOLLOWING AUTHORITY:

14.1. To change or cancel Residence assignments in the interest of order, discipline, emergency, health, safety, welfare or another substantial administrative reason.
14.2. To enter and inspect Residences (by authorized personnel) at any time to verify inventory records or occupancy; to perform necessary maintenance; to enforce safety, health, and University Policy and/or the standards of the Resident Handbook; 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 another 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.
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 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 Residence nor does it transfer any real property or other interest in the Residence to the Resident.

15. TERMS OF THE ENTIRE AGREEMENT:

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 to the extent not prohibited by applicable law.