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

License Agreement

Fall 2027 & Spring 2028 Academic Year

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:

• **I understand that the term of the agreement is for the full academic year, August 31, 2027 through April 28, 2028 not including the winter break.**
• A $50 non-refundable application fee is required to apply for housing. My application is not complete until I pay the application fee and receive a confirmation email from University Housing (UH). Application does not guarantee that an offer will be made. Initial housing offers will begin in April.
• I am aware that in order to accept a housing offer and guarantee my 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.
The advance rent payment will be applied to my total rent and serve to confirm my intent and financial obligation to live in UH for the academic school year. Failure to respond and make the advance rent payment as required will automatically result in the cancellation of my application and nullification of my room assignment.
• 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, Application, Roommate Agreement, and Student Code of Conduct) for the entire agreement period.
• I understand that if I accept assignment to Cedar Hall during the academic school year, I will be required to purchase and maintain a meal plan as outlined within the University Housing application.
• 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. I understand that if I am under the age of 18, a signature from my parent or legal guardian must be submitted on a hard-copy paper application to Housing. A paper application may be requested at housing@suu.edu.

Agreement Terms and Conditions

1. DEFINITIONS:

1.1 Academic Year: Fall semester opening weekend through Spring semester commencement not including the winter break.

1.2 Academic Year Plus: Fall semester opening weekend through Spring semester commencement including the winter break at an additional cost and if space is available.
1.3 Application: this housing application and license agreement is understood to be a license agreement for the occupancy and use of residential space at Southern Utah University.
1.4 Break(s): any day or days on which the University is closed and/or classes are not in session.
1.5 UH: University Housing at Southern Utah University and the staff/employees of the same.
1.6 Application Date: the date UH receives the resident's completed housing application and agreement, and non-refundable $50 application fee.
1.7 Occupancy: the date a resident receives the key for a specifically assigned room, whether or not the resident moves in for the term of the agreement as applicable.
1.8 Residence(s): includes and refers to residence halls, houses, and apartments operated by the University.
1.9 Rent: the fee to be paid for use of the room. Rent amounts are approved annually by the Southern Utah University Board of Trustees.
1.10 Room: room, apartment or suite assigned to the resident.
1.11 Spring Only: Spring semester opening weekend through Spring semester commencement.
1.12 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.
1.13 University: Southern Utah University and the offices charged with executing its mission and goals (e.g. UH).

2. ELIGIBILITY:

2.1 Students living in University Housing 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. 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 falling below and failing to maintain these requirements.

3. APPLICATION PERIOD AND EFFECTIVE DATES:

3.1 Cedar Hall will close at noon after the last day of Fall semester
Finals until Spring semester opening weekend. All residents must vacate their residences, but may leave their personal belongings. Residences remain open during all other breaks including Thanksgiving and Spring break.

Founders Hall, Cottages, Eccles, Hillside and College Park 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 UH residents 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 send 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, for contacting the student 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 restrict 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 within 30 days of the offer date for applications received before July 1; within 10 days for applications received after July 1 or immediately for applications made within 10 days of the first day of classes. 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 and commit the resident to University Housing for the term of the agreement.

5.2 Housing applications will not be considered complete unless all fees (non-refundable $50 application and $300 advance rent payment) are received.

5.3 All fees must be paid with each new application submitted to UH.

5.4 Residents will be responsible for the truthfulness of the information provided on their application. If UH determines that information provided is false, the student may be removed or transferred to another residence at their own expense.

6. ASSIGNMENTS:

6.1 Assignment to and occupancy of a room is subject to admission, enrollment in University classes, completion of the application and space availability. Offers will only be made to students who have paid their enrollment commitment fee to the University.
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. 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 per resident 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. No guarantee is made that mutual roommate requests will be honored.
6.6 In the interest of creating supportive communities and in an attempt to help every individual student, UH is committed to policies of nondiscrimination and equal opportunity with regard to race, color, national origin, sex, age, status as an individual with a disability, religion or faith system, sexual orientation, and status as a veteran with a disability or a veteran of the Vietnam era. Students with disabilities and/or serious medical conditions requiring special accommodations must contact Disability Services as soon as possible. Approval of special accommodations is contingent on Disability Services' receipt of appropriate medical documentation. Students who have a documented need to have an assistance animal must contact the ADA Coordinator and submit documentation. If requested, a student may be placed in a non-sex designated space. SUU will attempt to place students in the 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 after the second week of each 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, 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) 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 .

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

8.3 Cancellation of applications received after July 1 will not be eligible for a refund.

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. When necessary, a resident may be required to move to another room in order to consolidate unassigned space. Residents 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.

9.2 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.

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

9.4 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 cancelled if he/she is not enrolled. The $300 advance rent payment will be forfeited. In the event that a resident must check-in later than three days into the start of the semester, she/he must notify the UH office in writing (email or postal mail).

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

10. RENT AND FINANCIAL RESPONSIBILITIES:

10.1 Rent for the semester is due at the University tuition and fee payment deadline posted by the University Cashier's Office. Residents with an outstanding balance will not be permitted to move into University Housing. Rent for each semester is payable in full, by semester or by installments via the University Cashier's Office 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 accepting a room offer and paying the advance rent payment, 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 room/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 Housing agreement.

10.6 Release from the agreement after occupancy:

10.6.1 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).

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 her/his assigned residence, the resident will be charged rent based on the dates of his/ her occupancy and will forfeit the $300 advanced rent payment.

10.6.3 If a resident withdraws during the fall term, 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 or postal) by December 1.

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

10.8 If a resident leaves the University 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) the resident will be charged prorated rent with no release fee, provided a copy of the official program document is submitted to UH by December 1.

10.9 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.

10.10 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 a 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 upon the residence to which the resident is assigned.
11.7 Residents will be responsible for the truthfulness of the information provided on their application. If UH determines that information provided is false, the student may be removed or transferred to another residence at their own expense.

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 each other.
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; threaten the use of any dangerous weapon or firearm as defined by Southern Utah University policy 11.2 (https://www.suu.edu/policies/11/02.html). In the event that a resident is removed for violation of housing rules, the remainder of the resident's semesterly prepaid housing fee will be forfeited as a consequence of such violation.

12.4 Residents may be subject to legal action and will lose computer 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 Conduct 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 UH staff, typically their own Resident Assistant or Community Coordinator. Information regarding this process will be published by UH 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 Room Condition Report by a UH 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 checked out UH equipment.
13.3 Residents who fail to check-out properly will be charged a $100 improper check-out fee and will be 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 issued keys, the cost of disposal of personal belongings, and the cost of cleaning or maintenance / repairs that must be completed.
13.4 Check-out will usually 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 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 necessary 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 reasons.
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/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 residence/room or to transfer any interest in the residence/room 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 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 the agreement and any associated interest in accordance with University Policy and Procedures and Utah State Code.