

# UNIVERSITY OF NORTH TEXAS

## HOUSING LICENSE

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This Housing License (“Agreement”) is made and entered into by the University of North Texas (“UNT”) and the individual student named below (“Student”), or the individual guarantor named below (“Guarantor”) on behalf of Student if Student is under the age of 18. This Agreement shall become effective upon UNT’s acceptance of Student’s completed Housing Application and receipt of the Housing Application Fee and Housing Fee Pre-Payment. This Agreement grants Student a license to occupy and use the residential space assigned to Student for a limited purpose, and is not a lease of UNT property.

### I. CONDITIONS OF LICENSE.

This Agreement is made and entered upon the following conditions:

- A. That Student is accepted for admission to UNT and is enrolled for the academic term(s) corresponding to the term of this Agreement. This Agreement does not guarantee admission to UNT.
- B. That Student is not a registered sex offender as defined in state and/or federal law.

### II. OBLIGATIONS OF THE STUDENT AND GUARANTOR.

Student (and Guarantor) agrees:

- A. To pay all fees as due.
- B. To be bound for the full term of this Agreement and to be responsible for the full value of this Agreement except as set forth in Section VI of this Agreement.
- C. To comply with and abide by all terms and conditions in this Agreement, the UNT Catalog, the Code of Student Conduct, the online Housing Handbook, and all other UNT rules and regulations governing the conduct of students which are now in effect and that may be adopted and published at a later date.
- D. Not to sell or assign this Agreement to a third-party and not to assign or sublease Student’s assigned room to another party. This Agreement is personal and nontransferable.
- E. To use Student’s assigned room and residence hall for residential purposes only. Any use other than for residential purposes is a violation of UNT policy and may result in termination in accordance with Section VI of this Agreement and/or disciplinary action.
- F. To exercise care to maintain residence hall and room keys, and to reimburse UNT for all costs, such as key and lock replacement, associated with Student’s loss or misuse of keys.
- G. To be accountable for the conduct of Student’s guests.

### III. TERM OF THIS LICENSE.

- A. The term of this Agreement shall be for the housing period applied for by Student. If Student applies for housing during an “Academic Year” and enters UNT: (a) at the beginning of fall Semester, the term shall be for the full fall/spring Semesters of that Academic Year; or (b) after the beginning of the fall Semester, the term shall be for the remaining fall and/or spring Semester(s) of that Academic Year. If Student applies for a “Maymester” or “Summer Term” and enters UNT, the term shall be for the full Maymester or Summer Term(s) for which Student applied.

- B. Student must register in advance to remain in their assigned room during Thanksgiving or spring break. Student may request housing during winter break and/or summer semester subject to approval and an additional fee. Student is not guaranteed their normal housing assignment for winter break and/or summer semester but will be assigned at the discretion of UNT.
- C. Student may occupy their assigned room from the beginning of the day that residence halls officially open for the academic year until the date the halls officially close for the academic year, except as set forth herein.
  - 1. Failure to properly check-in prior to midnight on the first day of class of each semester could result in reassignment of the assigned room. Completing any portion of check-in procedures, including acceptance of a room key or placing personal property in an assigned room, constitutes occupancy and obligates Student to the terms of this Agreement. Student will not be given fee credit for periods when they do not occupy a room.
  - 2. Student must properly check out of their assigned room no later than 5:00 PM, and out of their assigned residence hall no later than 7:00 PM, on the last day of final exams of the fall and spring semesters unless specifically approved in advance by the Hall Director.
  - 3. If Student withdraws from UNT prior to the end of the semester, Student must notify the Housing Assignments and Collections office and vacate their assigned room and residence hall within 72 hours of providing notice of withdrawal to the UNT Dean of Students Office.

#### **IV. HOUSING APPLICATION FEE AND HOUSING FEE PRE-PAYMENT.**

To guarantee a room assignment, student must submit the following amounts with this signed Agreement:

- A. \$50.00 Application Fee to cover the administrative and technology costs associated with Student's Application and Agreement for Housing. This Application Fee must be paid to complete Student's Housing Application and is refundable only as set forth herein.
- B. \$350.00 Housing Fee Pre-Payment which will be applied to the first Housing Fee installment payment if Student is admitted to UNT. In the event that UNT Housing approves submission of this Agreement without requiring the Housing Fee Pre-Payment to be submitted with this Agreement, the Housing Fee Pre-Payment will be due and included in Student's first Housing Fee payment.

#### **V. HOUSING FEES AND CHARGES.**

- A. All housing fees and policies are available on the Housing website.
- B. Housing fees are billed each semester and are subject to change without notice.
- C. Student may pay housing fees once each semester, or by installment on or before the 3<sup>rd</sup> of October, November and December for the fall semester, and the 3<sup>rd</sup> of February, March, and April for the spring semester. Fees are assessed separately for housing provided during winter break and summer semester(s). A \$15.00 charge will be assessed for any late payment. Account balances are posted to Student's myUNT account for payment following billing for each term by Housing.
- D. Housing fees may be adjusted on a pro-rata basis if Student moves into the residence hall two weeks or more after the official opening date for the fall or spring semester. Adjustments and/or refunds will not be made for moving in or out of the residence hall in the 2 weeks immediately preceding the end of either semester. Refunds are not available to compensate for changes in circumstances due to employment or class conflicts, mechanical, heating or air conditioning function or for any reason unless specifically set forth in this Agreement.
- E. Student agrees to pay for all loss or damage, except normal wear and tear, that Housing Staff determines Student caused to floors, walls, windows, ceilings, appliances (if any), fixtures, furnishings, plumbing, electrical wiring or other property in the residence hall, including Student's room, common areas, and other student rooms. If UNT cannot determine who caused such damage or loss, Student agrees to pay the cost of repair and/or cleaning, pro-

rated as deemed appropriate by the Hall Director among all residents of a room, or if damage is in a common area, among each resident who uses the common area.

- F. Failure to follow proper checkout procedures will result in a charge of \$75.00 being posted to Student’s account. UNT Housing will inspect Student’s room for damages and cleanliness at time of check-out. Appropriate charges for damage and/or extra cleaning will be posted to student’s account.

## VI. TERMINATION OF LICENSE AND HOUSING FEE REFUND.

- A. Student may terminate this Agreement (as outlined below) by providing written notice to the Housing Assignments and Collections office. Student may forfeit certain fees or be subject to a termination fee as set forth below for early termination of this Agreement or for failure to follow proper termination procedures. Exceptions may be made for students who are academically restricted from enrollment, or who are medically unable to attend UNT as long as written notice and verification of the condition are provided to the Housing Assignments and Collections Office. Student vacating the Residence Halls prior to the end of this Agreement must complete all withdrawal paperwork at the Assignments and Collections office and must follow all check out procedures.
- B. Early termination of this Agreement will result in termination fees, as set forth below. The termination fees constitute liquidated damages that will compensate UNT for costs incurred and/or losses suffered as a result of early termination, which costs and losses are difficult to quantify. Housing Application Fee and Housing Fee Pre-Payment will not be refunded in the case of early termination of this Agreement except as specifically stated in this Agreement.
- C. Student Termination before move-in –
  - 1. Persons not admitted to UNT – If Student is denied admission to UNT, Student must notify the Housing Assignments and Collections Office within 10 days of receiving notice of denied admission to receive full refund of all charges and fees paid to UNT, including the Housing Application Fee and the Housing Fee Pre-Payment.
  - 2. Persons admitted but electing not to attend UNT – If Student is admitted to UNT but elects not to attend, Student may submit a written request to the Housing Assignments and Collections Office prior to July 1 to terminate this Agreement and request full refund of the Housing Fee Pre-payment. Housing Application Fee will not be refunded. Written requests received after July 1 will result in refunds as follows:

| <u>Semester</u> | <u>Date of Request</u>   | <u>Refund</u>           |
|-----------------|--------------------------|-------------------------|
| Fall            | July 2 – July 15         | \$300                   |
|                 | July 16 – August 1       | \$200                   |
|                 | August 2 – move in       | \$100                   |
| Spring          | On or before December 15 | Housing Fee Pre-Payment |

- 3. UNT students electing not to reside in residence hall – If Student elects to terminate this Agreement prior to this Agreement term and is permitted to do so in accordance with UNT Housing Policy 18.5.1, Student must submit written notice of Agreement termination to the Housing Assignments and Collections Office within 10 business days of submitting the Housing Application Fee and Housing Fee Pre-Payment to receive a full refund. Termination of the Agreement after 10 days is subject to a \$500 termination fee in addition to the loss of Application Fee and Prepayment.
- D. Student Termination after move-in –
  - 1. Student may request termination of this Agreement based on a significant change in personal circumstances (financial, illness, etc.) which could not have been foreseen at the time this Agreement was entered, and that now prevents fulfillment of this Agreement. Student must submit a written request to the Housing Office and must document the catastrophic change in circumstances. Requests will be reviewed and acted on by a

committee appointed by the Director of Housing. If a request to terminate this Agreement is denied, Student remains bound to the full term of this Agreement, even if Student vacates. Student may file a written appeal with the Associate Vice President for Auxiliary Services. The decision of the Associate Vice President will be final. If Student's request for Agreement termination based on catastrophic change in circumstances is approved, Student must pay pro-rata housing fees based on their length of stay through their check-out date and Student is not entitled to refund of their Housing Application Fee.

2. Student may terminate this Agreement and pay only a pro-rata housing fee based on their length of stay, plus any applicable fees, if Student:
  - (a) Graduates at the end of the fall semester.
  - (b) Marries at any time during this Agreement term and resides with a spouse.
  - (c) Participates in UNT academic programming requiring residence outside of Denton (such as study abroad or an internship).
  - (d) Withdraws from UNT by filing formal notice with the Dean of Students Office.
3. Termination by UNT –
  - (a) UNT reserves the right to cancel this Agreement at any time.
  - (b) If Student voluntarily withdraws from UNT, or is removed from UNT housing for disciplinary reasons as determined by the Dean of Students Office, this Agreement will be terminated and Student must pay pro-rata housing fees based on their length of stay in UNT housing plus a \$500 termination fee.
  - (c) If Student is involuntarily withdrawn from UNT, this Agreement will be terminated and Student must pay pro-rata housing fees based on their length of stay in UNT housing.

## **VII. ROOM ASSIGNMENTS.**

- A. UNT assigns roommates without regard to race, religion, or national origin. Priority of assignment will typically be based on the dated Housing Application and will factor in Student gender, classification, and roommate age ranges as possible. Changes in room assignments may only be made with the approval of the Assignments and Collections Office or the Hall Director.
- B. If Student has a disability or other unique need related to housing, Student must submit a written request for accommodations to the Housing Assignments and Collections Office. UNT will act as quickly as possible to make reasonable accommodations.
- C. UNT reserves the right to make temporary room assignments and to change room assignments as deemed appropriate in the sole and absolute discretion of UNT. Student assigned to a multi-occupancy room agrees to accept other roommates as assigned to fill vacancies, or to move into a different room or residence hall, if requested.
- D. Student may be removed from a residence hall or reassigned to a new room based on a determination that Student poses a continuing danger to persons or property, or presents a threat of disrupting the normal operations of the residence halls.
- E. This Agreement will terminate if assigned accommodations are destroyed, or otherwise made unavailable, and UNT cannot furnish other accommodations. All rights and liabilities of the parties will cease and housing fees previously paid by the student will be pro-rated and returned to the Student.

## **VIII. CARE OF ROOM, EQUIPMENT, PROPERTY.**

- A. Student must maintain their room and common areas in a neat and orderly fashion at all times. Student must correct any abuse called to their attention by UNT representatives. Student is responsible for all room damage

occurring during their term of occupancy and for all damage caused by Student to common areas or other student rooms.

- B. Student is responsible for the security of Student's own property. UNT is not responsible and is not liable for theft, damage, or other loss of money, valuables or personal effects of Student regardless of the cause of the loss. Student agrees that any personal effects, valuables or other property Student leaves in the residence halls after this Agreement term and not reclaimed within 30 days after this Agreement term, shall be abandoned property and may be retained by UNT as its property, or may be disposed of through sales, donation, or in such other manner as UNT in its sole discretion may determine.
- C. UNT takes reasonable steps to maintain all UNT facilities and grounds, and to provide adequate security. UNT is not liable for the loss of, or damage to, personal property or for any personal injury (including death, rape or assault) caused by acts of nature, fire, smoke, water, equipment malfunction, or caused by the negligent or criminal conduct or acts of any person which occur in UNT facilities or grounds. UNT insurance covers UNT facilities and property and does not cover the cost of replacing resident property and personal items. Student is advised to purchase personal property insurance to cover losses while living in residence halls.

## **IX. ROOM ENTRY.**

UNT reserves the right for any authorized UNT officials to enter any assigned room, at any time, for the purpose of: inspecting UNT property; conducting routine maintenance and repair, including pest control; conducting safety checks, including ensuring evacuation during assigned safety drills; responding to emergencies; inspecting assigned rooms prior to the close of this Agreement term and during winter break; and for any other purpose as specified in UNT Policy 18.5.6 including entry to investigate suspected violations of the Code of Student Conduct or other UNT policy.

## **X. RULES AND REGULATIONS.**

UNT policy and regulations appearing in the current version of the Housing Handbook and all published rules of individual residence halls are incorporated into the terms of this Agreement. Student is subject to all applicable policies and regulations as if fully re-stated in this Agreement. Any conflict will be governed by this Agreement.

## **XI. DINING SERVICES:**

- A. First year students living in the Residence halls must purchase a five or seven-day meal plan. Non-freshman students residing at those halls that are meal plan optional, as determined by Housing policy, may elect not to purchase a residential meal plan. Students are financially responsible for all meal plan charges from the date the residence halls open each semester.
- B. Failure to eat meals in the residence hall cafeterias or to use flex dollars at other locations on campus will not result in any reduction in meal plan charges.
- C. Meal card malfunctions should be reported directly to the Dining Services Office. Failure to report malfunctioning meal cards will not result in reduction of meal plan charges.
- D. Changes to meal plans can be made prior to the opening of the residence halls each semester by contacting the Housing Assignments and Collections Office. After the residence halls open, all meal plan changes and cancellations must be made in person in the Dining Services Office and are subject to Dining Services policy.

## **XII. WAIVER AND INDEMNITY.**

With the exception of those claims arising out of UNT's gross negligence or willful misconduct, UNT shall not be liable to Student or Guarantor, or those claiming through or under Student, for injury, death or property damage caused by acts of nature, fire, water, smoke, utility or equipment malfunctions, or caused by the negligent conduct

or acts of any other person occurring in on or about the residence halls, and Student shall indemnify and hold UNT harmless from any such claim or damage.

### **XIII. MISCELLANEOUS.**

- A. UNT has the right to determine when provisions of this Agreement are violated and to determine the appropriate course of action. If any section or subsection of this Agreement is found illegal or invalid, the determination will not affect the validity or enforceability of the remaining provisions of this Agreement.
- B. The validity of this Agreement and all matters pertaining thereto, including but not limited to matters of performance, non-performance, breach, remedies, procedures, rights, duties and interpretations shall be governed by the Constitution and laws of the state of Texas. Any lawsuits to enforce this Agreement must be filed in Denton County, Texas.

By signing this Agreement Student (or Guarantor) certifies that he/she has read this Agreement in full and understands and agrees to its terms and conditions, agrees to pay all charges arising under this Agreement when due and in accordance with the policies of the University of North Texas, together with all fees and other reasonable costs for collection of any amount not paid when due, and acknowledges that UNT will not grant the license described herein unless personal guarantee of payment of all charges and obligations under this Agreement is made by Student (or Guarantor, if applicable).