

The University of Texas at Dallas
University Housing – Terms and Conditions

UNIVERSITY HOUSING IS LIMITED AND NOT GUARANTEED. DEMAND FOR UNIVERSITY HOUSING MAY EXCEED SUPPLY OF AVAILABLE UNITS. YOUR AGREEMENT TO THE HOUSING TERMS AND CONDITIONS IS REQUIRED AS PART OF YOUR APPLICATION AND DOES NOT GUARANTEE ANY UNIVERSITY HOUSING. UNIVERSITY HOUSING STAFF WILL NOTIFY YOU REGARDING THE OUTCOME OF YOUR HOUSING APPLICATION.

The University of Texas at Dallas agrees to provide accommodation, if available, in University Housing as stated in these terms and conditions. These terms and conditions are an integral and binding part of all University Housing agreements and are hereby incorporated by reference for all purposes of those agreements.

By accepting the terms of this agreement, you acknowledge that rates or fees may be subject to change by legislative action, as are institutional regulations and policies affecting housing agreements. Changes and additions may be officially announced during the agreement term. Resident also agrees to adhere to The University of Texas at Dallas Student Code of Conduct provided online at <https://policy.utdallas.edu/utdsp5003> and the University Housing Resident Handbook, which is provided online at <https://housing.utdallas.edu/resources/resident-handbook/>.

The term of the agreement is for an academic year unless otherwise noted through an application approval process. Dates of the agreement period will be listed on the housing website and student housing portal. Some University Housing may be closed during the winter break recognized by The University of Texas at Dallas. The dates of closure will be published during the fall semester in the weeks prior to closing. The buildings will be closed, and access will be removed during this period. Dates of closure may vary from the official winter break. This agreement covers summer extensions and break periods, if approved by UT Dallas Housing Staff however extra fees may be charged during periods not covered in the agreement.

- I. **Regulations.** You agree to pay all charges as due and to comply with and abide by all terms and conditions herein, the University Housing agreement, the Student Code of Conduct, the University Housing Resident Handbook, the Rules and Regulations of the Board of Regents of the University of Texas System, and all other University rules and policies governing your conduct as a student that may now or in the future come into effect.
- II. **Eligibility.** To be eligible to live in University Housing, students must maintain student status each semester they wish to reside in University Housing and enroll in and be in the process of completing the following:
 - Graduate students: at least 6 class hours of The University of Texas at Dallas course work each fall and spring semester.
 - Undergraduate students: at least 9 class hours of The University of Texas at Dallas course work each fall and spring semester.
 - University Approved Internships: at least 1 class hour of The University of Texas at Dallas course work each fall and spring semester.
 - All students: enrollment in summer classes is not required, but registration for the following fall's course work is required for those living in University Housing during the summer sessions.

Residence in University Housing in units designed for single occupancy is restricted to University of Texas at Dallas students. All persons residing in a family housing unit are required to sign a full apartment housing agreement. Canyon Creek Heights and University Commons are single bedroom housing options for UT Dallas students and are not available as family housing.

All residents must be signatories to housing agreements. The parent or legal guardian of a resident who is under 18 years of age must also be a signatory. A person who is on a non-immigrant visa and who is on practical training is no longer a student and is not eligible to live in University Housing.

A resident suspended, expelled or involuntarily withdrawn by the University must complete a University Housing Cancellation form no later than 24 hours following the exhaustion of the appeal process and is still held responsible for the term of the agreement.

If a resident is not eligible to appeal their suspension, expulsion, or being involuntarily withdrawn, they must complete a Housing Cancellation form no later than 24 hours following the notification from the appropriate university office.

Eligibility to live in University Housing may be revoked if a student is found in violation of the Student Code of Conduct.

The University of Texas at Dallas has the right to reserve units in University Housing. The University of Texas at Dallas reserves the right to make appropriate changes in housing priorities and procedures as required. Changes will become effective whenever the appropriate authorities so determine and may apply to both prospective student residents and those already residing in University Housing.

Eligibility may be renewed if the student continues to meet requirements. Eligibility automatically expires, however, when a student no longer meets requirements or graduates from the university, unless continuing enrollment is demonstrated and documented.

I understand that eligibility for residence does not guarantee me a right to renew a housing agreement and that the right to reside in University Housing will be based on the University's housing priorities and availability. Any exceptions to housing assignments will be dependent on availability, distance from campus and determined on a case-by-case basis.

- III. **Non-Refundable Administrative Fee.** You must make a specified payment at the time of application. An offer to reserve your housing space will be provided if space is available. The specified payment is a non-refundable administrative fee, is non-transferable and is required for each separate application. There is no administrative fee required for existing residents who go through the renewal or sign-up process.
- IV. **Confirmation Fee.** You may be required to make a payment to confirm your room prior to occupancy. This fee would be applied towards your semester payment and will be considered a confirmation fee.
- V. **Payment.** All payments for your housing will be handled through the University Bursar, and these agreement amounts will be placed on your student account once each semester (fall, spring, and summer). Payments must be made in accordance with all Bursar policies and timelines. Failure to pay in accordance with Bursar policies may result in termination of housing eligibility. All payment amounts will be determined by the floor plan in which you reside. Rates will be published on the University Housing website.
- VI. **Cancellation Provisions.** You are responsible for the full amount of the University Housing Terms and Conditions agreement period unless you notify University Housing via the official cancellation form within the following timelines and requirements. Your cancellation date will be recognized as your last date of occupancy. Note: In all cases the administrative fee is non-refundable.

CANCELLATION CHARGES FOR THE ACADEMIC-YEAR (For Residents with Fall and Spring Bookings)

- 0% of fall housing charges for termination prior to June 1st.
- 10% of fall housing charges for termination between June 1st and July 15th.
- 25% of fall housing charges for termination between July 16th and September 10th.
- 50% of fall housing charges for termination between September 11th and September 20th.
- 75% of fall housing charges for termination between September 21st and September 26th.
- 100% of fall & spring housing charges for termination after September 26th.

CANCELLATION CHARGES FOR THE ACADEMIC-YEAR SPRING TERM (For New Spring Agreements Only)

- 0% of spring housing charges for termination prior to November 15th.
- 25% of spring housing charges for termination between November 16th and January 30th.
- 50% of spring housing charges for termination February 1st and February 11th.
- 75% of spring housing charges for termination between February 12th and February 17th.
- 100% of spring housing charges for termination after February 17th.

CANCELLATION CHARGES FOR THE SUMMER TERMS

(This only pertains to students who have applied for summer housing.)

- 0% of summer housing charges for termination prior to May 1st.
- 25% of summer housing charges for termination between May 1st and June 1st.
- 50% of summer housing charges for termination between June 2nd and June 6th.
- 75% of summer housing charges for termination between June 7th and June 12th.
- 100% of summer housing charges for termination after June 12th.

Students who enter into a housing agreement during the fall semester are responsible for the full agreement period, which lasts through the academic-year spring term.

Students may be eligible for a cancellation fee up to **15%** of the remaining housing charges on the agreement if they have a medical or financial hardship. To be considered for this reduction, students must provide written documentation to University Housing personnel. Decisions regarding the exact cancellation fee will be made individually on a case-by-case basis. This documentation will be reviewed by a University Housing Committee for final approval of a cancellation fee.

Only residents who are continuing their residency in the fall term or those who are scheduled to graduate during the summer are eligible to live in University housing during the summer term, which ends July 31st. Students who cancel a fall renewal agreement during the summer term and who are not scheduled to graduate that summer will be required to move out within 48 hours pursuant to University housing cancellation policies. Students who have a fall renewal agreement and cancel that agreement during the spring term are not eligible to live in campus housing during the summer and must vacate University Housing at the end of the term, according to the spring term deadlines.

Continuing residential students who complete a renewal agreement but cancel their summer agreement will also have their following academic year agreement and assignment terminated.

Graduating and Study Abroad/Internship Students: To avoid being charged for the remainder of the University Housing Terms and Conditions Agreement and/or cancellation fees; graduating students and study abroad/internship students whose housing agreement continues past their date of graduation or start of their study abroad program must provide a written notice of cancellation on or before: 1) October 31 for December graduates or spring study abroad/internship programs and, 2) on or before May 31 for August graduates or fall study abroad/internship programs. Note that no advanced notification is required for May graduates since no housing agreement extends beyond this date.

Students who are not enrolled, are removed for conduct reasons, are financially non-compliant or academically suspended will be responsible for the full amount of the University Housing Terms and Conditions Agreement.

Cancellation Prior to or During Occupancy (Military Personnel Only):

You may terminate the University Housing Terms and Conditions Agreement with no cancellation fees or future housing charges if you enlist or are drafted or commissioned in the U.S. Armed Forces.

You may also terminate the University Housing Terms and Conditions Agreement with no fees or future housing charges if:

- You are a member of the U.S. Armed Forces or reserves on active duty or a member of the National Guard called to active duty for more than 30 days in response to a national emergency declared by the President of the United States: *and*
- You receive orders for permanent change-of-station, receive orders to deploy with a military unit or as an individual in support of a military operation for 90 days or more, *or* are relieved or released from active duty.

VII. General Rules of Operation.

- It is the policy of the University to award and assign housing without regard to race, color, religion, sex (including pregnancy), sexual orientation, gender identity, gender expression, national origin, age, disability, genetic information, or veteran status. Any actions found by the University to be in violation of University Housing's Agreements, Rules and Regulations of the Board of Regents of the University of Texas System, UT System policies or UT Dallas institutional policies, the University Housing Resident Handbook, or any other University rules and regulations that disrupt the use and enjoyment of the housing facilities by other residents, may subject you to University disciplinary action and may require you to change residence with University Housing or you may be withdrawn from housing. Your agreement will be canceled, and charges will be assessed in accordance with Section VI.
- You agree not to sell, sublease, or assign any space within University Housing.
- Alterations of this agreement with intent to change its terms, conditions or purposes will, at the option of the University, void this agreement.
- The University reserves the right to make changes in unit assignment with no extra cost to you. Housing assignments may at any time be changed, cancelled, or terminated by the University in the interests of order, health, discipline, maximum utilization of facilities, or due to disaster, after reasonable notice to the agreement holder.
- Should you or a guest violate any of the provisions of this agreement, University Housing may, in the future, refuse to provide an agreement to you. Disregard for the rights, responsibilities, and duties of others, as well as the creation of circumstances that could jeopardize life, limb, or property, are conditions that are not acceptable in University Housing and may be cause for agreement termination. We may exclude you, guests, or others who are not obeying applicable laws, are violating this agreement or any other University Housing rules, or are causing a disturbance among residents, neighbors, visitors, or staff.
- It is your responsibility to advise the University Registrar and University Housing, in writing, of any change of address, identification number or telephone number. Failure to provide this information can result in cancellation and charges made pursuant to your agreement.
- You must be present to have visitors in any housing location and your assigned space. Failure to register guests may result in cancellation of your agreement and charges as stated in Section VI.
- State law prohibits using state property for private enterprise. No concession or business of any type may be operated by anyone from the living unit.
- By accepting the terms of this agreement, you acknowledge that the University may release your directory information to contracted providers as appropriate unless prohibited by law. You may restrict release of your directory information by contacting the University Registrar.

VIII. Occupancy.

- If you are a continuing resident, your agreement will become effective at 12:01 a.m. on the beginning date of the agreement for summer extensions or term, and for fall academic starting periods. If you are a new resident, your agreement will become effective at 9:00 a.m. on the beginning date of the agreement period as outlined on the UT Dallas University Housing website.
- Housing fee charges continue until the access/key is returned after vacating. Failure to return keys to University Housing staff at time of departure will result in charges for labor and materials to replace the

door and/or mailbox lock(s). Failure to follow formal check-out procedures outlined in the University Housing Resident Handbook may result in fees for “improper check out” being charged.

- c. Unless a student requests an extension of their arrival period in writing, University Housing is not obligated to hold a space reservation past noon on the first official class day after the assigned move in date. If a student fails to check-in prior to noon of the first day of classes, and appears subsequently, assignment elsewhere will be made if space is available. If no space is available, the student is subject to termination of the housing agreement, which will include cancellation fees per Section VI.
- d. If a student is assigned to move in after the start of the semester, but during the academic year and term of the agreement, the date of move-in will be determined by the housing staff and charges will commence on the predetermined date for move-in.
- e. Students who move on campus prior to census day of the academic semester will be charged the full amount of housing for the assigned semester. Charges will not be pro-rated until after census day as defined by the academic calendar.
- f. Failure to formally check in by the designated date could result in reassignment of the space to other applicants and full housing and cancellation fees being assessed.

IX. Care of Facilities, Equipment, Inspection, Bedbugs, Pests and Pets.

- a. You are responsible for maintaining the housing facilities in a neat, safe, and orderly fashion at all times and adhering to all University fire and life safety regulations.
- b. Your occupancy of the housing facilities shall be an acceptance that the housing facility (including equipment and fixtures) are clean, sanitary, and in good working order and condition at the time of such initial occupancy, unless reported in accordance with Section IX of this agreement. You shall assist and cooperate with the University in the care and maintenance of the housing facility and shall report promptly to university housing any breakage, damage or need for repair of the apartment, facilities, or equipment. You shall not adjust or tamper with any mechanical, plumbing, electrical, fire safety or gas fired equipment in and around any facility.
- c. University personnel may enter the apartment at any time in the event of an emergency and at any reasonable times for any reasonable purpose, including, without limitation, inspection, maintenance or investigation of potential violations of University regulations. By accepting the terms of this agreement, you specifically agree to be bound by the University's search and entry policies as they now exist or may hereafter be amended.
- d. You will be held responsible for damages that you or a guest cause to the unit. You may also be held responsible for damages that you or a guest cause to surrounding facilities. Alterations, installations, painting walls, building shelves, physical changes, repairs, or remodeling are not allowed. No outdoor or indoor construction of any type is allowed. The hiring of outside contractors to perform work on university property is prohibited. The University will not be responsible for any damages to carpet, vinyl, wood laminate, or any other type flooring installed over floors of university housing facilities. Car repair or maintenance including oil changes to any vehicle or motorcycle are prohibited on University property.
- e. Pets are only permitted in specified approved housing locations. Please refer to the Resident Handbook regarding pet policies and requirements.
- f. Smoking and Tobacco: All UTD buildings, including University Housing facilities, are tobacco free. “Tobacco” refers to all forms of tobacco and smoke related products, including but not limited to cigarettes, cigars, pipes, water pipes (hookah), bidis, kreteks, electronic cigarettes, smokeless tobacco, snuff, and chewing tobacco. Please refer to the Resident Handbook for further information regarding smoking and tobacco policies. These terms are expressly subject to University Policy regarding smoking and tobacco use, as such policies may be amended from time to time.
- g. The university may regulate the use of patios, balconies, and porches.

- h. Resident agrees to maintain the housing facility in a manner that prevents the occurrence of an infestation of bed bugs and other pests.
 - i. Resident shall immediately notify University in writing of the presence of bedbugs and any other pests.
 - ii. Resident agrees to keep the housing facility in clean and sanitary condition at all times and further agrees not to introduce any furniture or textiles from unknown sources into the apartment.
 - iii. Resident agrees to cooperate with University Housing officials with timely access to the resident's dwelling to inspect, plan, and eradicate pests and Resident agrees to complete all tasks recommended by a qualified expert.
 - iv. Resident agrees to immediately notify University in writing of any signs of re-infestation or indications that treatment has been ineffective.
 - v. Resident agrees that Resident may be responsible for all costs incurred to remedy any infestation that may occur including, but not limited to, professional pest control services and replacement costs of furnishings provided by the University.
 - vi. Resident agrees that the University is not liable to you or your guests for personal injury, damage, or loss of personal property related to pest infestation.
- i. Resident acknowledges that it is necessary for Resident to provide appropriate climate control, keep the housing facility clean, and take other measures to prevent mold and mildew from accumulating in the housing facility. Resident hereby agrees to the following:
 - i. Resident agrees to clean and dust the housing facility on a regular basis and to remove visible moisture accumulation on windows, walls, ceilings, countertops, and other surfaces as soon as reasonably possible.
 - ii. Resident agrees to absorb water or other spilled liquids promptly and thoroughly from surfaces, and dry affected areas, as soon as reasonably possible after occurrence.
 - iii. Resident agrees not to block or cover any of the heating, ventilation, or air-conditioning ducts in the housing facility, and to maintain a reasonable climate within the housing facility that minimizes moisture accumulation on surfaces.
 - iv. Resident agrees to use pre-installed bathroom fan(s) when bathing or showering, and to allow the fan to run until all excess moisture has been vented from the bathroom area.
 - v. Resident agrees to use pre-installed kitchen exhaust fans(s) while cooking or while the dishwasher is running, and to allow the fan to run until all excess moisture has been vented from the kitchen area.
 - vi. Resident agrees to immediately report to University Housing, both verbally and in writing via a work order:
 - 1. any evidence of a water leak, standing water, or excessive moisture inside the housing facility, including incidence of leaking plumbing pipes/fixtures and overflow of sinks, toilets, or shower/bath enclosures;
 - 2. any evidence of a water leak, standing water, or excessive moisture in any community common area;
 - 3. any evidence of mold- or mildew-like growth inside or on housing facility surfaces that cannot be removed by simply applying a common household cleaner and wiping the area, or any area where evidence of mold- or mildew-like growth reappears despite regular cleaning;
 - 4. any failure or malfunction in the heating, ventilation, air conditioning systems or laundry systems in the housing facility; and
 - 5. any inoperable doors or windows.
 - vii. Resident further agrees that Resident shall be responsible for damage to the Premises and Resident's property as well as injury to Resident and Occupants resulting from Resident's failure to comply with the terms of this Paragraph.

- j. **Reporting:** Resident shall promptly notify University Housing of any damage within the unit which includes but is not limited to; personal malfunctioning equipment, non-working keys, doors or locks, broken windows, leaking plumbing fixtures, electrical outages, internet outages, fire safety equipment issues, and non-working university-provided appliances.
- k. Resident shall be liable to owner for damages sustained to the housing facility or to Resident's person or property as a result of Resident's failure to comply with the terms of section IX. It shall be the obligation of Resident to reimburse University Housing for all expenses incurred in connection with any repairs resulting from the action or inaction of Resident or Resident's guests and invitees.

- X. **Condition of Housing facility.** At the commencement of the Housing Agreement Term, Resident shall conduct an inspection of the housing facility, and all furnishings and fixtures. If the housing facility, or any of the furnishings or fixtures are not in good repair, intact or otherwise undamaged, then Resident shall provide written notice through our formal reporting process outlined by University Housing of such condition(s) within forty-eight (48) hours (two [2] days) after commencement of the Term. If Resident fails to provide Housing staff with such written notice, then the housing facility, fixtures and furnishings shall be deemed in good repair, intact and undamaged. Upon termination of this Housing Agreement, Resident shall deliver the housing facility, furnishings, and fixtures in clean, sanitary, and good condition with normal wear and tear accepted, and Resident shall remove from the room Resident's personal property and all items that were not furnished by the University. University Housing staff will conduct an inspection of the housing facility upon Resident's surrender of the same upon the expiration of the Term but shall have no duty to conduct a joint inspection with Resident. Resident shall return all keys to the housing facility upon expiration of the Term.
- XI. **Firearms.** Unless permitted by law or institutional policy or rule, possession, or use of any type of explosive, firearm, imitation weapon, ammunition, hazardous chemical or weapon while on campus or on any property or in any building owned or controlled by the System or the university is prohibited. Violators may be referred to the UTD Police and Dean of Students for disciplinary action. For information on Campus Carry, please visit <http://www.utdallas.edu/campuscarry/>.
- XII. **Solicitation.** In accordance to *Regents' Rule*, 80103 and the [Speech and Expression Assembly Policy, UTDSP5001](#), no solicitation shall be conducted on any property, street, or sidewalk, or in any building, structure, or facility controlled by The University of Texas System (UT System) or UT Dallas. Non-university groups, individuals, or associations are not permitted to solicit, distribute, or circulate any petitions, handbills, or other literature in university buildings or on the grounds, unless permitted by law.
- XIII. **Prohibited conduct.** All applicable state and federal criminal and civil statutes governing the use or possession of alcoholic beverages, firearms, and statutes prohibiting gambling, narcotics and controlled substances are enforced in all campus housing. Conduct prohibited by the Rules and Regulations of the Board of Regents of the University of Texas System may subject you to disciplinary action including expulsion. The University imposes disciplinary and monetary penalties for violation of policies.
- XIV. **Duty to repair.** The University will remedy or repair conditions materially affecting the physical health or safety of a resident in accordance with applicable Texas laws. You are required to give written notice to University Housing, specifying such conditions, as a prerequisite to all rights and remedies under the law.
- XV. **Loss of property.** The University is not responsible for loss or damages to your, your family's or your guest's personal property. Items left in your housing unit after you vacate will be removed at your expense. You will be given fourteen (14) days to claim the items. If no response is received within the fourteen-day deadline, The University will dispose of these items in accordance with existing University policy.
- XVI. **Locks and keys.** The University shall install, change, or rekey a security device on any exterior door or mailbox of a housing unit after receiving a written request from you. You can be charged for this lock change or re-key per

our internal policy and rates. Installation or change of security devices or rekeying of University housing units will be conducted pursuant to applicable Texas laws. You may not place personal locks, security devices or cameras on your unit.

- XVII. **Force majeure.** In the event that The University is prevented from completing the performance of any obligations hereunder by a pandemic, government ordinance or shut down, an act of God or other occurrence whatsoever that is beyond the control of the parties hereto, then The University shall be excused from any further performance of obligations and undertakings under this agreement, to the full extent allowed by applicable Texas laws. All costs associated with necessary repairs to the housing facility will be your responsibility if you do not take all due care to protect the interior and exterior from weather damages.
- XVIII. **Fire Safety Devices.** Fire safety devices are installed in University Housing pursuant to applicable Texas laws. The University will inspect and repair a fire safety device if you provide a written request to University Housing. Disabling, tampering, or otherwise interfering with life-safety devices will result in a referral to the Office of Community Standards and Conduct and could result in a fine.
- XIX. **Utilities.** the University shall provide the housing facility occupied by those Residents who have a Housing Agreement for University Housing with the following utilities and services, at University's expense: electricity, gas, water, sewer, dumpster trash removal, and internet data connectivity. All apartment units will be capped for electricity use per month (1 Bedroom at \$65 per month, 2 Bedroom at \$125 per month, 4 Bedroom at \$200 per month). Any amount used over this cap will be billed back equally among all Residents of the housing unit.
- XX. **Transfers to Other University Housing.** Current residents may request a transfer by following the transfer procedures outlined in the resident handbook. Residents may not transfer locations without going through proper procedures. Transfers are not guaranteed and may not be approved.
- XXI. **Vacate.** If you fail to move out on or before the approved time and date required under the agreement (e.g. the end of the agreement term or the date listed on the cancellation notice) you must pay the nightly rate of your unit plus 25%, and you may have to indemnify The University and/or prospective residents for damages incurred, including lost income, lodging expenses, and attorney's fees.
- XXII. **Merger and alteration.** No alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto. The agreement and all documents incorporated herein contain the entire agreement of the parties and no oral understanding or agreement not incorporated herein, shall be binding on either of the parties hereto.
- XXIII. **Texas Law to Apply.** These terms and conditions shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder shall be performable in Dallas and Collin County, Texas.
- XXIV. **Legal construction.** If any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this agreement, and this agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained therein.
- XXV. **Recreational Facilities Waiver.** In consideration of use of the recreational facilities, if any, the resident waives any and all claims that may be asserted against the University's agents, representatives, employees or contractors, arising from or with respect to Resident's use of the facilities, if any. This waiver also applies with respect to any injury or illness that may result (directly or indirectly) from any utilization of the recreational facilities, if any. If Resident uses the recreational facilities, if any, Resident represents and warrants that Resident is in proper physical condition to use these facilities, if any, and has read, understands, and will comply with all posted and or

published warnings, rules, regulations, and hours of operation. Resident also assumes all liability for Resident's guests.

- XXVI. **Communication.** University Housing will communicate with Resident through their University email address as the primary method of communication. Resident is encouraged to check their University email address frequently for agreement and billing information, community updates, emergency information, policy changes, etc.
- XXVII. **Illness.** If Resident becomes ill or incapacitated, Resident authorizes University Housing to engage the services of the local emergency medical service or physician(s) at the expense of Resident to administer to immediate medical needs of Resident until Resident's parents, guardians and/or emergency contacts are contacted for instructions. Upon the advice of emergency medical personnel or a physician, Resident may be required to be removed from University Housing for care in a medical facility, and any expense so incurred is the obligation of Resident. Resident must inform University Housing of any special medical requirements that Resident has on a continuing basis so that such information may be made available if an emergency arises.
- XXVIII. **Abandonment.** University Housing may assume that Resident has abandoned the housing facility if 1) Resident, in staff's reasonable judgment, appears to have moved out; or 2) either the Term has expired, or Resident has not been in the room for five (5) consecutive days while the housing fees are due and unpaid. If Resident has abandoned Resident's room, then University Housing may remove and dispose of Resident's personal property per housing policy and change the locks.
- XXIX. **Default.** In the event of default by Resident under this housing agreement, housing staff may, without formal demand or further notice of any kind, peacefully reenter and repossess the housing facility, remove Resident and Resident's personal property and change the locks, without being liable for any damages, therefore. No such reentry and repossession by Housing Staff shall relieve the Resident or any guarantor of their respective liability and obligations under this housing agreement, and such liability and obligation shall survive any such reentry and repossession; provided, however, in the event of any such default, housing staff shall retain any previously paid sums and the resident shall be liable to the University for the payment of all of the housing fees and other charges due hereunder, including any expenses incurred by housing staff in connection with such repossession and any re-letting of the housing facility. Default on the part of the Resident shall include, but is not limited to, the following:
- a. Failure to make any housing fee or other payment required hereunder, including, but not limited to the above-referenced electricity utility payments in Section XIX, per the agreed upon payment schedule of UT Dallas' Bursars Office.
 - b. Maintaining a nuisance within University Housing.
 - c. Disorderly, or illegal or criminal behavior on the part of Resident or Resident's guests.
 - d. Keeping any handguns, firearms, or weapons of any type, or any explosive, flammable, or any extra hazardous substances, or any article or thing of a dangerous nature on the housing facility, unless permitted by law or institutional policy.
 - e. Misuse, in violation of the laws of the State of Texas and rules and regulations of university housing, of alcoholic beverages or the illegal manufacture, sale, possession, or use of narcotics, marijuana, hypnotics, stimulants, hallucinogens, or other similar known controlled substances or harmful or habit-forming drugs and/or chemicals within the housing facility or University Housing by Resident or Resident's guests.
 - f. Inability or refusal on the part of Resident to adjust to the concept and requirements of living in a student residence environment.
 - g. Violation of any of the covenants and agreements of this housing agreement, the Student Code of Conduct or the Resident Handbook by Resident or of any of the rules and regulations governing the housing facility or University Housing made by housing staff, whether such rules and regulations are now in existence or subsequently created in the future.
 - h. Default under the provisions of any riders or amendments attached hereto.
 - i. Damage by Resident, Resident's guests or visitors, to the housing facility or university housing.

- j. Abandonment of the housing facility as described above or in the resident handbook.
- k. You or the Guarantor have made any false statement or misrepresentation of any information supplied to us, or it is discovered that the housing agreement was tampered with or modified in any way without consent of housing staff.

Housing staff's remedies for default shall be cumulative and as broad as authorized under the laws of the State of Texas, including, but not limited to, the right to terminate this Housing Agreement while reserving the right to collect all sums due under this Housing Agreement, the right to accelerate the entire balance of housing fees and other charges for the Term of the Housing Agreement, or the right to release the housing facility for Resident's benefit, without thereby waiving the right to collect any deficiency resulting after due allowance for all costs and expenses incurred in connection with such re-letting.

- XXX. **Termination.** Termination of this housing agreement is effective when you move out; not when you give notice of intent to move out.
- XXXI. **Storage of Personal Property.** Between housing terms or on other occasions, the university may permit residents to store personal property in the housing unit they were occupying prior to a room change, or in a newly assigned room prior to formal check-in. During this period, residents will not be permitted access to their personal property. Residents must keep all personal property locked in the bedroom assigned to them. Residents are prohibited from storing cash, credit cards, illegal items, jewelry, or other similarly valuable items. Residents are prohibited from storing personal property in the common areas of their assigned housing unit. Residents understand and agree that the University is not responsible for any loss, theft, or damage to any personal property stored by the resident. Residents understand and agree that any personal property left by a resident in a formerly assigned unit may be considered abandoned under the Abandonment Clause of this Housing Agreement and the Abandoned Property Policy in the University Housing Resident Handbook.
- XXXII. **Improper Checkout.** Failure to properly check out of your unit per the guidelines provided in the Resident Handbook or through any other direct communication provided to your UT Dallas email account or in person, could result in charges. These charges can be found in the Resident Handbook.
- XXXIII. **Transfer of Unit or Keys or Access to Unit.** You may not transfer or give any student or non-affiliated individual access to your unit or assigned space. You may not provide your keys or access card to anyone. You may not make a copy of your key. Failure to comply with the following policy could result in being in default of the agreement which would result in termination of the housing agreement and University Housing to seek remedies as listed under Section XXIX.
- XXXIV. **Digital Information Disclaimer.** University Housing collects digital data of students for specific reasons. This data includes but is not limited to information stored on the UT Dallas student ID card or temporary access card utilized in certain buildings, hallways, suites and meeting locations for verification and access purposes. Digital data, including a photo, is documented for verification of identity in cases where a student loses their ID and needs access to their living space, or UT Dallas needs to identify where a student has utilized the card. Not all devices and equipment can be identified for the purpose of data collection at this time, which could include but is not limited to digital thermostats, light tracking devices or other technologies. This data collection would be strictly used for management of housing spaces to improve apartment amenities and reduce costs associated with the facility operation.
- XXXV. **Insurance.** Resident acknowledges that University is not responsible for damage to personal property both inside and outside the assigned unit or bedspace and is advised to purchase renters or other applicable insurance to cover any potential losses.

UNIVERSITY HOUSING IS LIMITED AND NOT GUARANTEED. DEMAND FOR UNIVERSITY HOUSING MAY EXCEED SUPPLY OF AVAILABLE UNITS. YOUR AGREEMENT TO THE HOUSING TERMS AND CONDITIONS IS REQUIRED AS PART OF YOUR APPLICATION AND DOES NOT GUARANTEE ANY UNIVERSITY HOUSING. UNIVERSITY HOUSING STAFF WILL NOTIFY YOU REGARDING THE OUTCOME OF YOUR HOUSING APPLICATION.