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. THE STUDENT'S AGREEMENT TO THE HOUSING TERMS AND CONDITIONS IS REQUIRED AS PART OF THE STUDENT'S APPLICATION AND DOES NOT GUARANTEE ANY UNIVERSITY HOUSING. UNIVERSITY HOUSING STAFF WILL NOTIFY THE STUDENT REGARDING THE OUTCOME OF THE STUDENT'S 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, the student acknowledges 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. The student 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.

> **Definition of Academic Year:** "Academic Year" refers to the full academic year (fall and spring semesters combined). "Spring Academic Term" refers to students with a spring-only housing assignment, in which case "academic term" refers solely to the spring semester.

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**. The student agrees 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 the student's conduct that may now or in the future come into effect.

II. **Eligibility**. To be eligible to live in University Housing, the student 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 students must be signatories to housing agreements. The parent or legal guardian of a student 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 optional practical training (OPT) is no longer a student and is not eligible to live in University Housing.

A student 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 student 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 are so determined 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 the 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.** The student must make a specified payment at the time of application. An offer to reserve the students' 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.** The student may be required to make a payment to confirm the student's room prior to occupancy. This fee would be applied towards the student's semester payment and will be considered a confirmation fee.

V. **Payment.**

a. All payments for the students' housing must be handled through the University Bursar. The agreement amounts will be placed as a charge on the student's account once each semester (fall, spring, and summer). **Payments must be made in accordance with all Bursar policies and timelines**.

b. 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 the student resides. Rates will be published on the University Housing website.

c. ***Please note:*** *Late payments may be subject to additional fees. Unpaid housing balances, including any applicable cancellation fees, may be referred to a collection agency and are subject to additional fees of up to 30% of the outstanding balance due. It is the student's responsibility to remain informed of and comply with all payment deadlines and requirements.*

VI. **Cancellation Provisions.** The student is responsible for the full amount of the University Housing Terms and Conditions agreement period unless the student notifies University Housing via the official cancellation form, located in the housing portal, within the following timelines and requirements listed in this agreement. In such instances, cancellation fees are imposed as detailed below. The student's cancellation date will be recognized as the student's last date of occupancy. If the student loses their eligibility to live on campus or chooses to move off campus, move-out will be required within 48 hours of the student's notice of cancellation, unless the notification of cancellation is related to graduation, study abroad or the end of the semester. Students who enter into a housing agreement after the start of the fall semester are responsible for the remainder of the agreement period, which lasts through the Academic Year, or the Spring Academic Term for those students in spring-only housing.

Note: In all cases the administrative fee which was paid during the application process is non-refundable.

a. Cancellation Prior to Occupancy

i. **Academic Year Agreements**

If cancellation occurs both prior to the start of an Academic Year, and prior to occupancy, the following cancellation fees will be imposed:

Cancellation Fee Schedule Prior to Occupancy for Academic Year Agreements

Prior to May 31	**No Fee**
On or after June 1	**$500**

ii. **Spring Only Agreements**

For those students with a spring-only housing assignment, if cancellation occurs both prior to the start of the Spring Academic Term and prior to occupancy, the following cancellation fees will be imposed:

Cancellation Fee Schedule Prior to Occupancy for Spring-Only Academic Term Agreements

Prior to December 31	**No Fee**
On or after January 1	**$500**

b. CANCELLATION DURING OCCUPANCY OR AFTER THE START OF THE ACADEMIC Year or Spring-Only Academic Term

If cancellation occurs during occupancy or after the start of the Academic Year (for academic year applications), or after the Spring Academic Term (for spring only applications) the student will be required to pay a $1500 cancellation fee upon termination of their housing agreement. This cancellation fee will be assessed in place of any housing fees for the remainder of the housing agreement. Additionally, the student will be responsible for any housing occupancy charges incurred prior to termination of this agreement and any post-cancellation charges for damages, improper move-out, unreturned keys, removal of abandoned property and cleaning.

A student who is required to move out after occupancy due to losing their eligibility to live on campus (Section II), will be responsible for the full value of the housing fees during occupancy and will be required to pay the $1500 cancellation fee, including any post-move out damages, improper move-out, unreturned keys, removal of abandoned property and cleaning fees.

c. Impact of Cancellation on Summer Session Occupancy

Only a student who is continuing their residency in the fall term or a student who is scheduled to graduate during the summer are eligible to live in university housing during the summer term, which ends July 31st.

A student who cancels a fall renewal agreement during the summer term and who is not scheduled to graduate that summer will be required to move out within 48 hours of giving notice of cancellation pursuant to university housing cancellation policies.

A student who has a fall renewal agreement and cancels that agreement during the spring term is not eligible to live in campus housing during the summer and must vacate University Housing at the end of the spring term according to the spring housing term published deadlines. A continuing residential student who completes a renewal agreement for the next Academic Year but cancels their summer agreement will also have their following Academic Year agreement and assignment terminated.

d. Medical or Financial Hardship

The student may be eligible for a reduced cancellation fee if they have a medical or financial hardship. Decisions regarding the exact cancellation fee will be made individually on a case-by-case basis by a University Housing Committee, whose decision will be final. The housing committee may require written documentation to substantiate or support a plea of hardship.

e. 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, a graduating student or a study abroad/internship student 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.

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

The student may terminate the University Housing Terms and Conditions Agreement with no cancellation fees or future housing charges if the student enlists or is drafted or commissioned in the U.S. Armed Forces.

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

The student is 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*

The student receives orders for permanent change-of-station, receives orders to deploy with a military unit or as an individual in support of a military operation for 90 days or more, *or* is relieved or released from active duty.

VII. **General Rules of Operation.**

a. 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 the student to University disciplinary action and may require the student to change residence with University Housing or the student may be withdrawn from housing. The student's agreement will be canceled, and charges will be assessed in accordance with Section VI.

b. The student agrees not to sell, sublease, or assign any space within University Housing.

c. Alterations of this agreement with intent to change its terms, conditions or purposes will, at the option of the University, void this agreement.

d. The University reserves the right to make changes in unit assignment with no extra cost to the student. 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.

e. Should the student or a guest violate any of the provisions of this agreement, University Housing may, in the future, refuse to provide an agreement to the student. 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 the student, 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.

f. It is the student's responsibility to advise the University Registrar, in writing, of any change of address, identification number, change of name or telephone number. Failure to provide this information can result in cancellation and charges made pursuant to the student's agreement.

g. The student must be present to have visitors in any housing location and the student's assigned space. Failure to register guests may result in cancellation of the student's agreement and charges as stated in Section VI.

h. State law prohibits using state property for private enterprises. No concession or business of any type may be operated by anyone from the living unit.

i. By accepting the terms of this agreement, the student acknowledges that the University may release their directory information to contracted providers as appropriate unless prohibited by law. The student may restrict release of their directory information by contacting the University Registrar.

VIII. **Occupancy.**

a. If the student is a continuing resident, their agreement will become effective at 12:01 a.m. on the beginning date of the agreement for summer extensions through the summer addendum, and for fall academic starting periods. If the student is a new resident, their agreement will become effective at 8:00 a.m. on the beginning date of the agreement period (assigned move-in date) as outlined in communication sent to the student's UT Dallas email account regarding move in instructions.

b. 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 the 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 the student fails to check-in prior to noon on 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 the 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. The student is 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. The student's 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. The student 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. The student 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 time for any reasonable purpose, including, without limitation, inspection, maintenance or investigation of potential violations of university regulations. By accepting the terms of this agreement, the student specifically agrees to be bound by the University's search and entry policies as they now exist or may hereafter be amended.

d. The student will be held responsible for damages that the student or a guest cause to the unit. The student may also be held responsible for damages that the student or a guest causes 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 of flooring installed over floors of university housing facilities.

e. Car repair or maintenance, including oil changes to any vehicle or motorcycle are prohibited on university property.

f. Pets are only permitted in specified approved housing locations. Please refer to the Resident Handbook regarding pet policies and requirements.

g. 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.

h. The university may regulate the use of patios, balconies, and porches.

i. Resident agrees to maintain the housing facility in a manner that prevents the occurrence of an infestation of bed bugs and other pests.

i. The student shall immediately notify University in writing of the presence of bedbugs and any other pests.
ii. The student 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. The student agrees to cooperate with University Housing officials with timely access to the stud ent's dwelling to inspect, plan, and eradicate pests, and Resident agrees to complete all tasks recommended by a qualified expert.
iv. The student agrees to immediately notify University in writing of any signs of re-infestation or indications that treatment has been ineffective.
v. The student agrees that the student 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. The student agrees that the University is not liable to the student or their guests for personal injury, damage, or loss of personal property related to pest infestation.

j. The student acknowledges that it is necessary for the student 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. The student hereby agrees to the following:

i. The student 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. The student 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. The student 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. The student 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. The student 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. The student agrees to immediately report to University Housing, both verbally and in writing via 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. The student further agrees that the student shall be responsible for damage to the Premises and the student's property as well as injury to the student and Occupants resulting from the student's failure to comply with the terms of this Paragraph.

k. Reporting: The student 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.

l. The student shall be liable to owner for damages sustained to the housing facility or to the student's person or property as a result of the student's failure to comply with the terms of any part of section IX. It shall be the obligation of the student to reimburse University Housing for all expenses incurred in connection with any repairs resulting from the action or inaction of the student or the student's guests and invitees.

X. **Condition of Housing facility**. At the commencement of the Housing Agreement Term, the student 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 the student 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 semester. If the student 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, the student shall deliver the housing facility, furnishings, and fixtures in clean, sanitary, and good condition with normal wear and tear accepted, and the student shall remove from the room the student'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 the student's surrender of the same upon the expiration of the Term but shall have no duty to conduct a joint inspection with the student. The student 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 University's **Speech and Expression Assembly Policy UTDSP5001,** no solicitation shall be conducted on any property, street, or sidewalk, or in any building, structure, or facility owned or controlled by the U.T. System Administration or any of the institutions unless permitted by Section 2 of the Regents Rule and Subsection 8 of the Policy. 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.

Speech and Expression Assembly Policy UTDSP5001 - http://policy.utdallas.edu/utdsp5001

Regents' Rules and Regulations (Rule 80103) - https://www.utsystem.edu/board-of-regents/rules/80103-solicitation

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 student in accordance with applicable Texas laws. The student is 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 the student, the student's family's or the student's guest's personal property. Items left in the student's housing unit after the student vacates will be removed at the student's expense. The student 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 the student. The student can be charged for this lock change or re-key per university internal policy and rates. Installation or change of security devices or rekeying of university housing units will be conducted pursuant to applicable Texas laws. The student may not place personal locks, security devices or cameras on the student's 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 the student's responsibility if the student does 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 the student provides 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 the student who has 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 $85 per month, 2 Bedroom at $150 per month, 4 Bedroom at $200 per month). Any amount used over this cap will be billed back equally among all students of the housing unit.

XX. **Transfers to Other University Housing.** A current student may request a transfer by following the transfer procedures outlined in the resident handbook. The student may not transfer locations without going through proper procedures. Transfers are not guaranteed and may not be approved.

XXI. **Vacate.** If the student fails 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) the student must pay the nightly rate of their unit plus 25%, and the student 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 student waives any and all claims that may be asserted against the University's agents, representatives, employees or contractors, arising from or with respect to the student'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 the student uses any recreational facilities, the student represents and warrants that the student is in proper physical condition to use these facilities and has read, understands, and will comply with all posted and or published warnings, rules, regulations, and hours of operation. The student also assumes all liability for the student's guests.

XXVI. **Communication**. University Housing will communicate with the student through their university email address as the primary method of communication. The student is encouraged to check their university email address frequently for agreement and billing information, community updates, emergency information, policy changes, etc.

XXVII. **Illness.** If the student becomes ill or incapacitated, the student authorizes University Housing to engage the services of the local emergency medical service or physician(s) at the expense of the student to administer to immediate medical needs of the student until the student's parents, guardians and/or emergency contacts are contacted for instructions. Upon the advice of emergency medical personnel or a physician, the student may be required to be removed from University Housing for care in a medical facility, and any expense so incurred is the obligation of the student. The student must inform University Housing of any special medical requirements that the student has on a continuing basis so that such information may be made available if an emergency arises.

XXVIII. **Abandonment.** University Housing may assume that the student has abandoned the housing facility if 1) the student, in staff's reasonable judgment, appears to have moved out; or 2) either the Term has expired, or the student has not been in the room for five (5) consecutive days while the housing fees are due and unpaid. If the student has abandoned the student's room, then University Housing may remove and dispose of the student's personal property per housing policy and change the locks.

XXIX. **Default.** In the event of default by the student under this housing agreement, housing staff may, without formal demand or further notice of any kind, peacefully reenter and repossess the housing facility, remove the student and the student'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 student 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 student 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 student 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 the student or the student'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 the student or the student's guests.

f. Inability or refusal on the part of the student 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 the student 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 the student, the student'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. The student 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 the student'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 the student moves out; not when the student gives notice of intent to move out.

XXXI. **Storage of Personal Property.** Between housing terms or on other occasions, the university may permit the student 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, the student will not be permitted access to their personal property. The student must keep all personal property locked in the bedroom assigned to them. The student is prohibited from storing cash, credit cards, illegal items, jewelry, or other similarly valuable items. The student is prohibited from storing personal property in the common areas of their assigned housing unit. The student understands and agrees that the University is not responsible for any loss, theft, or damage to any personal property stored by the student. The student understands and agrees that any personal property left by a student 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 by the student to properly check out of their unit per the guidelines provided in the Resident Handbook or through any other direct communication provided to the students' 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**. The student may not transfer or give any other student or non-affiliated individual access to their unit or assigned space. The student may not provide their keys or access card to anyone. The student may not make a copy of their 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**. The student acknowledges that University is not responsible for damage to personal property both inside and outside the assigned unit or bedspace and that student 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. THE STUDENT'S AGREEMENT TO THE HOUSING TERMS AND CONDITIONS IS REQUIRED AS PART OF THE STUDENT'S APPLICATION AND DOES NOT GUARANTEE ANY UNIVERSITY HOUSING. UNIVERSITY HOUSING STAFF WILL NOTIFY THE STUDENT REGARDING THE OUTCOME OF THEIR HOUSING APPLICATION.