University Apartments Guest Policy

Subject to applicable law and University rules and policy, residents of University Apartments may allow guests to stay in their assigned apartment under the following terms and conditions:

DEFINITIONS
For purpose of this policy, unless the context requires a different meaning, the following definitions shall apply:

“University Apartments” – means the following apartment complexes owned by the University of Texas at Austin: Brackenridge Apartments, Colorado Apartments and Gateway Apartments.

“Contract Holder” – means an otherwise qualified person who, under a University housing contract, resides at one of the University Apartments.

“Guest” - means an individual (including spouses and/or family members) who has been personally invited by a contract holder to enter into the resident’s apartment; remaining with the contract holder, subject to the provisions of this procedure, for a period of time at the contract holder’s discretion.

“Visitor” – means anyone in the contract holder’s apartment less than 72 hours and not registered as a guest.

“Personally Invited” - under this procedure means that the invitation or request made by a contract holder is such that a reasonable person would believe that they had specifically been invited, asked or allowed by the resident to enter the resident’s apartment and, subject to this procedure, remain there for a period of time. A contract holder’s invitation to a guest may be revoked at his or her discretion and be withdrawn by the resident without the need to express any reason or basis for the revocation. General solicitation of members of the public through an advertisement, posting or any other format in any medium is not considered a “personal invitation” under this procedure.

GENERAL PROVISIONS
Subject to applicable law and University rules and policy, contract holders may allow guests to reside in their assigned apartments as set forth in this procedure.

Circumstances at the University Apartments or on the campus generally, such as construction, maintenance, health-related concerns or an emergency situation, may require University Housing and Dining to suspend or cancel this procedure or to put
special or temporary rules in place that impact the privileges granted under this procedure

This procedure shall be incorporated by reference into every University Apartments housing contract as if set forth in full in the contract.

Guests, which include any person staying beyond 72 consecutive hours, must be registered with the University Apartments Office. Guests’ names will be added to the contract holder’s account. Each guest will be given a copy of this procedure and will acknowledge its receipt with a record of the acknowledgement retained by University Housing and Dining. This Guest Policy and Registered Guest Request is available at the University Apartments Office.

**OCCUPANCY LIMITS**
The maximum number of persons, including guests that may reside in a University Apartments apartment is:

- a) 3 persons in a one-bedroom apartment.
- b) 5 persons in a two-bedroom apartment.
- c) 7 persons in a three-bedroom apartment.

**RESIDENTS’ RESPONSIBILITIES**
Having guests is a privilege, not a right, granted to the University Apartments contract holder and may, should circumstances warrant, be limited or revoked. Furthermore, a resident shall be fully responsible for the conduct of all guests that he or she is hosting. Failure to properly exercise such responsibility may result in disciplinary action being taken against the contract holder. Such disciplinary action may also result in the contract holder being required to cause a guest to vacate the resident’s apartment. A resident who violates this procedure may also be found in breach of their housing agreement.

The contract holder must be residing in the apartment in order to have guests.

While a contract holder may personally invite individuals to be his or her guest, a resident may not generally advertise or otherwise solicit, regardless of the format or medium, persons to enter or reside in their apartment or living quarters.

It is the contract holder’s responsibility to contact the University Apartments Office within 3 business days of a guest moving out. The contract holder must return any guest parking placards or keys issued at that time.

**GUESTS’ RESPONSIBILITIES AND LIMITATIONS**
Not all persons are eligible to be guests in University Apartments. Registered sex offenders are not permitted to live in University-owned housing, which includes the University Apartments.

Sex Offender Check – University Apartments staff will perform a monthly check of Sex Offender Data Bases to screen for any sex offenders that may be living in University
Apartments. If any person living at University Apartments is listed as a sex offender, they will be required to vacate the premises immediately.

All guests must be able to properly identify themselves, as determined by University Housing and Dining, upon request while visiting the University Apartments.

The Apartment Life staff provides informative, in-person New Resident Orientation sessions to all contract holders and guests upon move in. Topics such as apartment maintenance, community programs, emergency assistance and other services are covered during the orientation. These sessions are required for all contract holders and guests, ages 18 and older, within the first 30 days of moving in. If a new contract holder or guest (18 years+) does not attend a New Resident Orientation session within the first 30 days of moving in, the contract holder will be held responsible through the student conduct process.

Guests, including guests that also may be University students, shall have no status, privileges or rights at the University beyond those of the general public except to the extent that, as guests, they fall under this procedure.

Subject to applicable law and University rules and policy, guests may only occupy or reside in a University Apartments apartment as set forth in this procedure and at the contract holder’s continued discretion. A guest must vacate the apartment upon the request of the contract holder or as otherwise provided by University rules and policy.

Other than the use of the apartment, the laundries and the common grounds of the apartment complexes, a guest may only be allowed to use University property or facilities as a member of the general public. Guests are not able to reserve community rooms or add items to the apartment’s monthly bill. Guests may be permitted to submit needed maintenance requests at the University Apartments Office. Guests may request a temporary key with the contract holder’s written permission.

In no event, shall a guest acquire any rights or privileges in the resident’s apartment or otherwise have any claim to reside or remain in the resident’s apartment beyond the time actually permitted by the contract holder; the end of the contract; or contrary to the specific direction of University Apartments Staff or other University official or beyond the term of the contract holder’s housing agreement.

A guest is subject to the same laws, rules and procedures as the University Apartments Resident that is hosting them. A guest’s failure to follow such laws, rules and procedures may result in disciplinary action taken against the University Apartments contract holder. Such disciplinary action may also result in the resident being required to cause a guest to vacate the resident’s apartment. A contract holder who violates this procedure may also be found in breach of their housing agreement.

Any personal items left behind by a guest after the end of the term of the resident’s housing agreement are subject to disposal and handling in the same manner as would be applied to the possessions of a resident.
GUESTS UNDER EIGHTEEN YEARS OF AGE
Guests who are under 18 years of age must be a hosting contract holder’s sibling or otherwise have a legally recognized relationship with the hosting contract holder in order to reside in the apartment on a long term basis (beyond 72 consecutive hours). A contract holder wishing to host a temporary guest who is under 18 years of age must have a letter of permission on hand from the parent/legal guardian of the minor. The letter must include adequate contact information for the parent/guardian and authorize University officials to communicate with the parent/guardian on the matter of the minor in question, in case such action becomes necessary. Failure to satisfy this requirement, as determined by University Housing and Dining prohibits any contract holder from having an overnight guest under 18 years of age.
By signing below, I agree to the University Apartments Guest policy, including:

- This guest is personally known to me and invited to be a guest in my apartment and will not be expected to pay more than the pro rata amount of the monthly bill. I am prohibited from subletting/selling or assigning my apartment.

- I am fully responsible for the conduct of all guests that I am hosting. Failure to properly exercise such responsibility may result in disciplinary action.

- All guests ages 18 and older must be signed up for an In-Person Orientation session within the first 30 days of moving in.

- The University prohibits guests that are invited for purely financial reasons. I did not solicit this guest through an advertisement, posting or any other form of advertising.

- I am expected to be present in order to have visitors in my apartment. If I expect to be absent for more than 10 days, I will notify University Apartments in writing of my expected absence, including the reason and length of absence. The University will review whether guests/visitors are permitted during my absence.

**Resident Information:**

I, _____________________________ residing in ____________

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authorize ________________________________, personally known to me,

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<th>GUEST NAME</th>
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 to reside in my apartment. Signed _____________________________ ____.  

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Is your guest expected to live with you for the duration of your stay? Yes or No

If not, specify the length of stay: __/__/____ to __/__/____

Is the guest currently a UT Student? Yes or No

**Guest Information:**

By signing, I, the guest acknowledge that I have read and fully understand the University Apartments Guest Policy, located on pages 1-4 of this document, as well as all rules and procedures outlined in the University Apartments Living Guide.

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Page 5 of 5