



University Apartments Guest Procedure

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

DEFINITIONS

For purpose of this procedure, 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.

“University Apartments Resident” or “resident” – 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 University Apartments Resident to enter into the resident’s apartment; remaining there, subject to the provisions of this procedure, for a period of time at the University Apartments Resident’s discretion.

To be “personally invited” under this procedure means that the invitation or request made by a University Apartment Student Resident 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 A University Apartment Student Resident’s invitation to a guest may be revoked at his or her discretion and be withdrawn by the resident without the need to express any reason or basis for the revocation.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, University Apartments Student Residents (or “resident”) 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 the University’s Division of Housing and Food Service 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.

Long Term Guests, which include any person staying beyond 72 consecutive hours, must be registered with the University Apartments Office. Long Term Guests' names will be added to the Student Resident's account. Each Long Term Guest will be given a copy of this procedure and will acknowledge its receipt with a record of the acknowledgement retained by the Division of Housing and Food Service. This Guest Procedure and the Guest Acknowledgement Form are 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.

Children under 1 year old are exempt from the occupancy limits in (a), (b) and (c), above.

RESIDENTS' RESPONSIBILITIES

Having Guests is a privilege, not a right, granted to the University Apartments Student Residents 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 University Apartments Student Resident. Such disciplinary action may also result in the resident 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 University Apartments Student Resident must be residing in the apartment in order to have guests.

While a University Apartment Resident 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, the public at large to enter or reside in their apartment or living quarters.

GUESTS' RESPONSIBILITIES AND LIMITATIONS

Not all persons are eligible to be Guests in University Apartments. A registered sex offender may not be a Guest.

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 the Division of Housing and Food, upon request while visiting the University Apartments.

Guests, including spouses 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 residents continued discretion. A Guest must vacate the resident's apartment upon the request of the resident 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. Other than as provided for in this procedure, a Guest shall not be allowed the same rights or abilities to use University property or facilities normally afforded a University employee or student. Registered Guests may be permitted to submit needed maintenance requests, or request a key replacement.

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 hosting resident; the end of the resident's contract; or contrary to the specific direction of a member of Housing and Food Services management team or other University official or beyond the term of the hosting resident'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 Student Resident. Such disciplinary action may also result in the resident 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.

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 Student Resident's sibling or otherwise have a legally recognized relationship with the hosting Student Resident in order to reside in the apartment on a long term basis (beyond 72 consecutive hours). A Student Resident 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. A sample Permission Slip is available from the University Apartments Office. Failure to satisfy this requirement, as determined by the University's Division of Housing and Food Service prohibits any Student Resident from having an overnight guest under 18 years of age.



University Apartments Guest Procedure Authorization/Acknowledgement

I hereby acknowledge the following:

- 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 to the public.
- I understand that I am prohibited from subletting my apartment.
- 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 their fair share of rent/expenses.
- As the contract holder, I understand that I am expected to be present in order to have guests in my apartment. If for any reason I expect to be absent for more than 10 days, I will notify the management of University Apartments in writing of my expected absence, including the reason for the absence and expected length of absence.
- The University will review and consider whether or not guests will be permitted during your absence.

RESIDENT INFORMATION (please print):

I, _____ residing in _____
STUDENT CONTRACT HOLDER APT. #

Hereby authorize _____, personally known to me,
GUEST NAME

To reside in _____. Signed _____ - _____.
APT. # STUDENT CONTRACT HOLDER SIGNATURE DATE

GUEST INFORMATION:

By signing, the guest acknowledges that they have read the University Apartments Guest Procedure and fully understand the University Apartments Guest Procedure.

GUEST SIGNATURE

DATE

UT EID (IF APPLICABLE)

BIRTHDATE

EMAIL

PHONE NUMBER