

The University of Texas at Austin - Division of Housing & Food Service

(Effective July 1, 2016)

The University of Texas at Austin agrees to provide accommodations in the University Apartments, as stated in these terms and conditions. These terms and conditions are an integral and binding part of all University Apartment contracts and are hereby incorporated by reference for all purposes of those contracts. The University Apartments Living Guide distributed to each resident contains additional information. By signing the contract, you acknowledge that rates or fees are subject to change by Legislative Action, as are institutional regulations and policies affecting housing contracts. Changes and additions are officially announced.

I. Regulations. You agree to pay all charges as due and to comply with and abide by all terms and conditions which are a part of the contract, The University General Information Catalog, the University Apartments Living Guide, the *Rules and Regulations of the Board of Regents of the University of Texas System*, the University Handbook of Operating Procedures and all other University rules and regulations governing your conduct as a student, all applicable state and federal criminal and civil laws, rules, regulations including but not limited to those governing the use or possession of alcoholic beverages, gambling, narcotics, controlled substances and firearms, including all university rules regarding the carrying and storage of handguns by license holders, which may now or in the future come into effect.

II. Offer of Contract.

A. To be eligible as a Student Resident in the University Apartments, or "Resident" (1) you must be a graduate student at the University; or (2) you must be an undergraduate student with at least 30 semester hours credit and in good standing with the University. Registered sex offenders are not permitted to live in University-owned housing, which includes the University Apartments. Subject to applicable law and University rules and policy, Residents may allow guests to reside in their assigned apartments. "Guest" - means an individual who has been personally invited by a Resident to enter into the resident's apartment; remaining there for a period of time at the Resident's discretion. A Resident's invitation to a Guest may be revoked at his or her discretion and be withdrawn by the resident without the need to express any reason or basis for the revocation. Having Guests is a privilege, not a right, granted to the Residents and may, should circumstances warrant, be limited or revoked by the Associate Director of the University Apartments. 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. Long-term guests, which include any person staying beyond 72 consecutive hours, must be registered with the University Apartment's Office. Long-term guests' names will be entered on the contract. Guests who are under 18 years of age must be a hosting Resident's child, sibling, or otherwise have a legally recognized relationship with the hosting Resident in order to reside in the apartment on a long-term basis (beyond 72 consecutive hours). Any changes in occupancy must be reported to the University Apartment's Office within three (3) business days of the change. The following restrictions apply: one bedroom, maximum of three (3) occupants; two bedrooms, maximum of five (5) occupants; three bedrooms, maximum of seven (7) occupants. These limits will be strictly enforced.

B. This contract is offered on the condition that you have been accepted for admission to the University of Texas at Austin. Admission is granted only through the Office of Admissions. You must be a full-time student at The University of Texas at Austin, registered for a minimum of twelve (12) semester hours undergraduate, or nine (9) semester hours graduate or law and actively pursuing a degree at The University of Texas at Austin to be eligible to live in the University Apartments. Registration for six (6) hours dissertation credit will satisfy the full-time student requirement. You will be expected to comply with the above minimum semester hours of coursework and actively pursuing a degree throughout your stay in the University Apartments.

III. Deposit. You must pay a \$300 security deposit at the time you accept an offer to reserve your apartment. The deposit will apply to any charges for damage to the premises and other applicable charges after move-out, at the end of the contract period. Your deposit will be refunded to you less applicable charges pursuant to the contract within 30 days after the end of the contract period. Deductions from your refund will be itemized in writing.

IV. Payment.

A. A new resident must submit the first monthly payment within 24 hours of accepting an apartment. A current resident is not required to make an advance payment.

B. Payments are assessed as monthly charges and are due on the first of the month, without demand or billing, and late after the fifth of the month. If payment is received after the fifth of the month, or if it is less than the minimum amount due, a late fee of \$10 will be charged to your account. The minimum amount due must be paid promptly to avoid debarment from the University. The monthly statement includes electricity for Colorado and Gateway, supplied through the University and used through the tenth day of the previous month.

C. A rent due reminder will be emailed to your official University email address. All remittances must be made payable to The University of Texas at Austin. Payments may be submitted electronically through the UT Direct system, or delivered in person to the Bursar's Office. Failure to receive a rent reminder email does not relieve you of the responsibility for paying by the deadline. If you do not receive your statement, you must contact the University Apartments Office.

D. All charges on a statement are considered final unless a written appeal is filed with the Associate Director of the University Apartments within 30 days of the billing date.

V. Cancellation provisions. Your signed contract is binding and you are responsible for the full amount of charges for the contract period except as indicated below:

A. Before Occupancy. 1) If you cancel the contract before occupancy, you will forfeit your deposit and 15 days charges as liquidated damages.

B. After Occupancy. Completion of a 12 month stay is required in order to be eligible to vacate without penalty, after proper notice. Vacating after less than 12 months occupancy will result in a re-letting fee of 85% of the remaining month's charges or until the unit is re-leased. All contract actions require 60 days written advance notice. 1) Early contract termination at the end of a semester will be available if you are graduating or completing all academic requirements as confirmed by written documentation from the Dean of your college, with 60 days written advance notice. 2) If you unexpectedly have to cancel your contract before it expires, after 12 months residency, there is no penalty if you give 60 or more days written advance notice. If you give 30-59 days written advance notice, you will pay a penalty of 50% of one month's charges. If you give one to 29 days advance written notice, you will pay a penalty of 85% of one month's charges. If you move prior to the last day indicated on the vacancy notice, the unused monthly charge will be forfeited as liquidated damages. Your deposit will be refunded less any damages or charges. 3) If you fail to maintain eligibility requirements, you must notify the Associate Director of University Apartments in writing within three days and pay a monthly charge for a minimum of 30 days or the number of days the apartment is occupied, whichever is greater, beyond the date you file vacancy. In addition, you will pay 85% percent of your monthly charge as liquidated damages. If you move prior to the last day indicated on the vacancy notice, the unused monthly charge will be forfeited as liquidated damages. Your deposit will be refunded less any damages or charges. 4) If you are suspended by the University, including enforced scholastic withdrawal; you must file a written vacancy notice no later than the third day of such a change. Documentation is required. You must move within 15 days of suspension or change in status or by the last day of the semester, whichever comes first, and pay for a minimum of 15 days charges or through the end of the semester, whichever is greater. The deposit is refunded, less a \$35 processing fee and any applicable charges. 5) Failure to move out or file vacancy notice at the end of the contract period or upon graduation results in a charge of 85% of one month's charges plus \$25 per day for each day following the end of the month in which you graduate, up to \$500. Graduates must give 60 days' advance written notice of intent to vacate.

C. Contract terms: All contracts will terminate on June 30th of each year, regardless of when move-in occurs, and all renewal contracts will be for a term of one year, unless requested otherwise with 60 days' notice. After completion of 12 month's residency, a student may request a final contract for a term of one to 11 months. Because these special term contracts are final contracts only, they are not renewable.

VI. General Rules of Operation

A. It is the policy of The University to make assignments without regard to gender, age, race, religion or national origin.

B. Any actions by residents or guests found by The University to be in violation of the University Apartment's Contracts, *Rules and Regulations of the Board of Regents of the University of Texas System*, regulations in The University General Information Catalog, the University Apartment's Living Guide or any other University rules and regulations that disrupt the use and enjoyment of the apartments by other residents, may subject you to University disciplinary action and may require you to change residence with University Apartments or you may be requested to withdraw from housing. Your contract will be canceled and charges will be assessed per V.B.3.

C. You agree not to sell, sublease or assign this contract.

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

E. The University reserves the right to make changes in unit assignment with no extra contractual cost to you. Apartment assignments may at any time be changed, canceled, 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 contract holder.

F. Should you or a member of your household violate any of the provisions of this contract, the Executive Director of Housing and Food Service may, in the future, refuse to provide a contract to you or a member of your household. Disregard for the rights, responsibilities, and duties of others, as well as the creation of circumstances which could jeopardize life, limb or property, are conditions, which are not acceptable in the University Apartments and may be cause for disciplinary action or contract termination. We may exclude from the apartment community, guests or others who are not obeying applicable laws, are violating this contract or any other Apartment rules, or are causing a disturbance among residents, neighbors, visitors, or staff.

G. It is your responsibility to advise the University Registrar and the Division of Housing and Food Service, 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 contract. By signing this contract, you specifically agree that the University may release your directory information to contracted internet providers as appropriate and as required by law.

H. You must be present to have visitors. Failure to register guests or children may result in cancellation of your contract and charges as stated in V.B.2.

I. 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.

J. A student is limited to a maximum stay of seven years, whether living in the Apartments as a contract holder or guest.

VII. Occupancy

A. If you are a current resident, your renewal contract will become effective at 12:01 a.m. on the beginning date of the contract. If you are a new resident, your contract will become effective at 9:00 a.m. on the beginning date of the contract. Notification of Vacancy or Renewal notices is mailed out in early April each year to all residents. You must complete either a Contract Renewal or a Vacancy Notice no later than May 1st. Though the Associate Director of the University Apartments will make every effort to notify you of your renewal by mail or email, it is your responsibility to meet the renewal deadline date whether you receive your notice or not.

B. If you accept your key or place any personal belongings in the apartment, you will be liable for your contract. Rent continues until the key is returned after vacating. Failure to return keys to the office at time of departure will result in charges for labor and materials to replace the door and/or mailbox lock.

C. You may renew the contract without being registered for the summer session provided you will be a student and a resident during the following fall semester and provided you occupy the apartment during the summer. Failure to register for the following fall semester may result in a penalty of 85% of one month's charges plus \$25 per day for each day from the beginning of the semester, up to \$500.

D. You must notify the office immediately of any occupancy changes in your apartment.

VIII. Care of facilities, equipment, inspection, pets.

A. You are responsible for maintaining the premises 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 premises shall be certification that the premises (including equipment and fixtures) are clean, sanitary, and in good working order and condition at the time of such occupancy. You are responsible for certifying that you have inspected the apartment at move-in and did not observe any sign of mold or other damages. You shall assist and cooperate with the University in the care and maintenance of the premises, and shall report promptly to the Associate Director of University Apartments any breakage, damage or need for repair of the apartment, facilities, or equipment. You shall not adjust or tamper with any mechanical, electrical, or gas fired equipment.

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 violations of University regulations. By signing this contract, you specifically agree to be bound by the University's search and entry policies as they now exist or may hereafter be amended, as set forth in University Regulations.

D. You will be held responsible for damages which you, a member of your household, or a guest cause to the unit. Alterations, changes, repairs, or remodeling are not allowed. No outdoor or indoor construction of any type is allowed. Outside contractors hired by residents are not allowed to perform work on University property. The University will not be responsible for any damages to carpet, vinyl, wood laminate, or any other type flooring installed over floors of University apartments. Play equipment may not be attached to the buildings, trees, or other University property. Title to the damaged property will remain with the University. Oil changes to any vehicle or motorcycle are prohibited on University property.

E. No pets are allowed. If you have an approved Service Animal, you should notify the Apartment Office prior to move-in.

F. Washers and dryers, including portable washers and dryers, are only permitted in three bedroom units.

G. Smoking: In accordance with the University Nonsmoking Policy (Handbook of Operating Procedures, Chapter 6.13), smoking is prohibited in all University Apartments, and within 25 feet of all Apartment buildings. The term "smoking" means inhaling, exhaling, burning, or carrying a lighted cigarette, cigar, or other lighted tobacco product in any manner, or in any form. This policy applies to all residents and their guests.

H. We may regulate the use of patios, balconies, and porches. The Office of the Dean of Students must approve recreational and social activities, not sponsored by the University, held in outdoor common areas, in advance.

I. All apartments are inspected and treated for bed bugs and other crawling insects prior to your move in, and The University certifies that no evidence of bed bug infestations were observed in the apartment prior to resident's occupancy.

J. You are responsible for certifying (1) that you have inspected the apartment within 48 hours of move-in and did not observe any sign of bedbugs, and (2) that you have not previously experienced or been subjected to bed bugs in other dwellings and are not aware of bed bugs in any furniture, clothing or personal property, or (3) if you have previously been exposed to bedbugs, that all of your personal property has been treated by a licensed pest control professional and is free from infestation.

K. You are required to (1) cooperate with University personnel carrying out any bed bug or other pest control treatment in your apartment, including washing, cleaning or permanently removing any infested possessions, clothing or equipment from your apartment, temporarily vacate the apartment, (2) have personal property removed and treated by a licensed pest control professional approved by The University at your own expense; (3) promptly notify The University of any known or suspected bedbug infestation in the apartment or personal property and of any recurring or unexplained bites or skin irritations that may be caused by bedbugs or other pests. If any personal property cannot be treated or cleaned, it must be destroyed and removed from your apartment; (4) be responsible for payment of any reasonable costs for the treatment of bedbugs in your apartment.

IX. Solicitation. No solicitation is allowed in University housing pursuant to the *Rules and Regulations of the Board of Regents of the University of Texas System*. Services such as paper, milk, and dry cleaning delivery are permitted.

X. 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 on the premises. Conduct prohibited by the *Rules and Regulations of the Board of Regents of the University of Texas System*, and the University Handbook of Operating Procedures may subject you to disciplinary action including expulsion. The University imposes disciplinary and monetary penalties for violation of fire and life safety policies and housing contract cancellation.

XI. Duty to repair. The University will remedy or repair conditions materially affecting the physical health or safety of an ordinary resident in accordance with applicable Texas laws. You are required to give written notice to the Associate Director of the University Apartments, specifying such conditions, as a prerequisite to all rights and remedies under the law.

XII. 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 apartment after you vacate will be removed at your expense. You will be given thirty (30) days to claim the items. If no response is received within the thirty-day deadline, The University will dispose of these items in accordance with existing University policy.

XIII. Locks and keys. The University shall install, change or rekey a security device on any exterior door or mailbox of an apartment after receiving a written request from you. Installation or change of security devices or rekeying of University housing units will be conducted pursuant to applicable Texas laws. You must pay a charge for labor, materials, overhead and extra keys provided by The University if the work is caused by misuse or damage by you, your family member, or a guest. Once installed, a secured device becomes a fixture of the Division of Housing & Food Services and may not be removed without written permission from the University.

XIV. Force majeure. In the event that The University is prevented from completing the performance of any obligations hereunder by an act of God or other occurrence whatsoever which is beyond the control of the parties hereto, then The University shall be excused from any further performance of obligations and undertakings under this contract, to the full extent allowed by applicable Texas laws. All costs associated with necessary repairs to the premises will be your responsibility if you do not take all due care to protect the interior and exterior from weather damages.

XV. Smoke and Carbon Monoxide Alarms. Smoke detectors are installed in the University Apartments pursuant to applicable Texas laws. Carbon monoxide detectors are installed in Colorado Apartment units. The University will inspect and repair a smoke or carbon monoxide detector if you provide a written request to the Associate Director of University Apartments. The University does not have a duty to inspect or repair a smoke or carbon monoxide detector if the damage or malfunction is caused by you or a member of your household, unless you pay in advance for the reasonable cost for the repair or replacement, including labor, materials and overhead.

XVI. Utilities. Water and wastewater are included as part of the monthly charges for all University Apartments. Gas is included in the monthly charge for Colorado. The electricity supplied through The University and used through the tenth day of the previous month will be billed to all Colorado and Gateway residents as part of the monthly charges. Residents of Brackenridge Apartments will be responsible for making individual arrangements for gas and electricity with the respective utility companies. The University has the right to restrict water use in the interests of conservation.

XVII. Collections. Expenses incurred in collecting the total amounts due under the contract, including collection fees up to a maximum of 29.87% of the amount due, attorney's fees, and other costs, including court costs, will be your responsibility.

XVIII. Transfers to Other University Apartments. Due to high demand for apartments and limited resources, transfers are only considered due to documented serious and extenuating circumstances. If a transfer is approved, there is a \$300 transfer fee which will be charged to your account at the time the transfer is approved. Acceptance will require that you file a written vacancy notice and completion of the check-out from the unit being vacated. Failure to vacate the occupied unit by the date listed on the vacancy notice will subject you to additional costs of \$25 per day up to \$500.

XIX. Vacancy.

A. You must file a written vacancy notice with the University Apartments Office or the Division of Housing and Food Service Office 60 days prior to termination of the contract.

B. If you fail to move out on or before 5 p.m. on the exact date required under the contract (e.g. the end of the contract term or the date listed on the vacancy notice) you must pay 85% of one month's charges; plus \$25 per day up to \$500, and you may have to indemnify The University and/or prospective residents for damages incurred, including lost income, lodging expenses, and attorney's fees.

C. Failure to follow established check-out procedures will result in a \$25.00 improper check-out charge.

XX. Merger and alteration. No alternation or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto. The contract 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.

XXI. Texas law to apply. This contract 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 Travis County, Texas.

XXII. Legal construction. If any one or more of the provisions contained in this contract 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 contract, and this contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained therein.