

The University of Texas at Austin | Division of Student Affairs | University Housing & Dining
University Apartments Contract Terms and Conditions 2019-2020
Effective July 1, 2019

The terms and conditions contained herein constitute the University Apartments Contract between The University of Texas at Austin ("University") and Contract Holder ("You") and Guarantor ("Cosigner") (if applicable) identified therein. The University grants the Contract Holder a license to use an assigned unit within the University housing system as the Contract Holder's temporary residence during the Contract Period, subject to the following terms and conditions:

I. Eligibility

- A. You must be a graduate student at The University of Texas at Austin; or an undergraduate student with at least 30 semester hours credit and in good standing with the University.
- B. 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. 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.
- C. Full-time students will be given preference to live in University-owned housing over part-time or full-time employees of the University of Texas at Austin, even if the employees are also full-time graduate students or undergraduate students with at least 30 semester hours credit.
- D. You must be able to perform your own independent tasks or have an attendant to assist you. The University does not provide attendant care services.
- E. Registered sex offenders are not permitted to live in University-owned housing.

II. Guests and Family Members

- A. Subject to applicable law, University rules and policy, the Contract Holder may allow guests to visit their assigned apartments. "Guest" - means an individual who has been personally invited by a Contract Holder to enter into the Contract Holder's apartment. Guests are permitted to visit for a period of time, not to exceed 72 consecutive hours. Any guests wishing to visit longer must be registered with and approved by University Housing staff. Certain stipulations apply. Guests are not permitted to reside in (or occupy) the apartment on a long term basis.
- B. "Family Members" – means individuals who are related to the Contract Holder by marriage, civil union, domestic partnership, informal marriage, dependency or some other form of recognized familial relationship. Family members are permitted to reside in the apartments that are designated for family housing. Certain stipulations apply. See the University Apartment Living Guide for the complete policy and rules pertaining to family members.
- C. Any changes in occupancy must be reported to the University Apartment's staff within 48 hours of the change. A Contract Holder's invitation to a guest or family member may be revoked at their discretion and be withdrawn by the Contract Holder without the need to express any reason or basis for the revocation.
- D. Having guests and family members in the apartment is a privilege, not a right, granted to the Contract Holder and may, should circumstances warrant, be limited or revoked by University Housing and Dining. In no event, shall a guest or family member acquire any rights or privileges in the Contract Holder's apartment or otherwise have any claim to reside or remain in the Contract Holder's apartment beyond the time actually permitted by the hosting Contract Holder.
- E. You must be present to have guests.

- F. Failure to register guests and/or family members, including children, may result in cancellation of your contract and charges. General solicitation of members of the public to visit or live in the unit through an advertisement, posting or any other format in any medium is prohibited. The Contract Holder may not sub-let the apartment or any portion of it and may not charge a fee for a guest to live there.
- G. The following restrictions to occupancy apply: In Colorado and Gateway (Single-Occupant Apartments): one bedroom apartment, maximum of one (1); two bedroom apartment, maximum of two (2). In Brackenridge (Family Housing): one bedroom apartment, maximum of two to three (2-3); two bedroom apartment, maximum of two to five (2-5); three bedroom apartment, maximum of four to seven (4-7). These limits will be strictly enforced.
- H. The new complex building designations will require that some students and families move to newly assigned spaces. The transition period is scheduled between July 1, 2019 and December 31, 2019. Some students may be approved for an exception to delay their move until June 30, 2020 if they meet the following criteria:
 - i. UT student contract holders graduating by May/August 2020 who meet the new occupancy limit for their current space
 - ii. UT student contract holders who are on approved long-term academic travel (e.g. ISR, study abroad, field work, visa renewal travel)
 - iii. Couples in Colorado/Gateway 1-bedroom unit with no dependents
 - iv. Couples in Colorado/Gateway 2-bedroom unit, with a roommate assigned in the second bedroom (no dependents)
 - v. Single UT student contract holder in Brackenridge 1-bedroom unit, even if they don't meet the new occupancy limit (as long as family doesn't need space)

There are unique circumstances which may require exceptions not listed above so we will consider accommodations on a case-by-case basis.

III. Obligations and Responsibilities of the Contract Holder

- A. You agree to pay all charges when due and to comply with and abide by these contract terms and conditions, 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 (individually and collectively, the "[University Regulations](#)").
- B. By signing the contract, you acknowledge that rates or fees are subject to change by legislative action, or otherwise, including changes to University regulations, affecting housing contracts. Such changes affecting the Contract are officially announced and/or posted. The announcement or posting constitutes actual notice and they become effective and binding immediately.
- C. You agree that your assigned unit will be used only as your primary and personal living space. You agree not to sell, sublease or assign this contract and/or your assigned space, or your contract may be terminated.
- D. Any actions by the contract holder, guests or family members 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 required to withdraw from housing.

- E. Should you, a guest or family member violate any of the provisions of this contract, University Housing and Dining may, in the future, refuse to provide a contract to you. 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.
- F. You agree to keep your contract and student information updated by use of official University websites. Failure to provide this information can result in cancellation and charges made pursuant to your contract.
- G. If you fail to maintain any of the academic eligibility requirements, you must notify the University Apartments staff in writing within three (3) days. You will be permitted to remain in the apartment up to 30 days from the date in which you no longer met eligibility requirements. During this time you will be responsible for paying a full month's rate and utilities or paying the rate for the number of days the apartment is occupied, whichever is greater.
- H. If you are suspended or expelled by the University, including enforced scholastic withdrawal, you must file a written vacancy notice within 48 hours of such a change. Documentation is required. You must move out within 15 days of suspension or the date in which the suspension takes effect, whichever comes first, and pay for a minimum of 15 days rate and utility charges or through the end of the semester, whichever is greater. The deposit will be refunded, less a \$35 processing fee and any applicable charges.
- I. Contract terms: All contracts will terminate on June 30th of each year or the last day of the month in which you graduate, whichever comes first, regardless of when move-in occurs. All renewal contracts will be for a term of one year, unless requested otherwise with 60 days' notice.
- J. State law prohibits using state property for private enterprise. No concession or business of any type may be operated by anyone in the unit.

IV. Payments

- A. You must pay a \$500 security deposit at the time you accept an offer to reserve your apartment.
- B. A new Contract Holder must submit the first monthly payment by midnight (12 a.m. CST) the day you accept an apartment. A current Contract Holder is not required to make an advance payment.
- C. Monthly charges are due on the first of the month, without demand or notification, 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 full amount due, a late fee of \$50 will be charged to your account, and a bar may be placed against your registration, degree conferment, and official transcripts.
- D. 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 contract holders as part of the monthly charges. Contract holders in Brackenridge Apartments are 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.
- E. As a courtesy, a billing reminder will be emailed to the email address on file with The University. 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 billing reminder email does not relieve you of the responsibility for paying by the deadline.

- F. All charges on a statement are considered final unless a written appeal is filed with the University Apartments within 30 days of the billing date.
- G. If you fail to pay on a timely basis, this contract may be terminated and you may be subject to eviction proceedings and denial of a future contract. You agree to pay all expenses incurred by the University in collecting the total amounts due under this Contract, including collection fees up to a maximum of 33-1/3% of the amount due, attorney's fees, court costs, and other costs.

V. Cancellation; Vacating

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

- a. If you cancel the contract before occupancy, you will forfeit your deposit and 15 days charges as liquidated damages.

B. After Occupancy

- a. All contract actions require 60 days written, advanced notice, hereafter referred to as 'proper notice.'
- b. Vacancy notice must be completed and filed with the University Housing staff 60 days prior to termination of the contract.
- c. Completion of a 12 month stay and proper notice is required in order to be eligible to vacate without penalty.
- d. Early contract termination at the end of a semester will be available, without penalty, if you are graduating or completing all academic requirements as confirmed by written documentation from the Dean of your college, with proper notice.
- e. Vacating before 12 months occupancy, with proper notice and for any reason other than graduating or completing all academic requirements, will result in a re-letting fee of 100% of the remaining month's rate and utility charges.
- f. Vacating before 12 months occupancy, without proper notice, will result in a re-letting fee of 100% of the remaining month's rate and utility charges and an early contract termination charge equal to two months' rate or a prorated daily rate charge from the date of notice until the unit is re-leased, whichever is less.
- g. Failure to move out or file vacancy notice at the end of the contract period or the last day of the month in which you graduate, whichever comes first, results in a charge of 100% of one month's rate and utilities charges plus \$50 per day for each day you are occupying the apartment past the notice to vacate date. You may request a move out extension with a minimum of one week prior to the move out date indicated on your notice to vacate. Extensions must be approved in advance by the University Housing staff. Please speak with a member of the University Housing staff regarding requests for move out extensions.
- h. Failure 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 100% of one month's rate and utilities charges plus \$50 per day for each day you are occupying the apartment past the notice to vacate date. You agree to indemnify The University and/or prospective residents for damages incurred, including lost income, storage, lodging expenses, and attorney's fees, if such damages are incurred.
- i. Failure to follow established check-out procedures will result in a \$25.00 improper check-out charge.
- j. The deposit will be applied to any charges for damage to the premises and other applicable charges after move-out at the end of the contract period.

- k. Your deposit will be refunded to you, less applicable charges or fees, on your University account in accordance with the contract within 30 days after the end of the contract period. The University will send a final itemized statement to the email address on file with the University.

VI. Occupancy

- A. If you are a current Contract Holder, your renewal contract will become effective at 12:01 a.m. on the beginning date of the contract. If you are a new Contract Holder, your contract will become effective at 9:00 a.m. on the beginning date of the contract. Renewal notices are emailed out before the end of the contract period each year to current contract holders. You must either renew your contract by the offer expiration date or submit a vacancy notice no later than 60 days before your vacancy date. University Apartments staff will make every effort to notify you of your renewal by email. However, it is your responsibility to meet the renewal deadline date whether you receive a notice or not.
- B. If you accept your key or place any personal belongings in the apartment, you will be liable for your contract. Billing 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 Contract Holder 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 your contract being cancelled and you being required to move out by your contract end date.
- D. You must notify the University Housing staff within 48 hours of any occupancy changes in your apartment.
- E. Due to high demand for apartments and limited resources, unit 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.
- F. Contract holders or family members may not reside in more than one apartment, hold more than one contract, or have keys to more than one apartment.
- G. Occupancy is limited to a maximum stay of five years, whether living in the Apartments as a Contract Holder or family member. Exceptions for academic study may be granted on a short-term basis. All requests for exceptions must be made 60 days prior to the contract termination date and pre-approved by a member of the University Housing staff.
- H. Contract holders who occupy their assigned space for less than 7 months of the contract year are subject to contract cancellation. The maximum amount of time that a contract holder may be on extended leave from their space is 5 months per contract year.

VII. Care of Facilities; Equipment; 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 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. You will be held responsible for damages which you, a family member, or a guest cause to the unit. Alterations, changes, repairs, and remodeling are not allowed. No outdoor or indoor construction of any type is allowed. Outside contractors hired by contract holders 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 and repairs to any vehicle or motorcycle are prohibited on University property.
- D. No pets are allowed. If you have been approved by Services for Students with Disabilities to have a Service or Emotional Support Animal, you must notify the University Housing staff and submit all required documentation prior to the animal being brought into the apartment.
- E. Washers and dryers, including portable washers and dryers, are only permitted in three bedroom unit utility closets.
- F. 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, electronic vaporizer or e-cigarettes in any manner, or in any form. This policy applies to all Contract Holders and their guests.
- G. We may regulate the use of patios, balconies, and porches.
- H. 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 occupancy. You are responsible for certifying:
 - i. That you have inspected the apartment within 48 hours of move-in and did not observe any sign of bedbugs.
 - ii. 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.
 - iii. 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.
- I. You are required to 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 and temporarily vacating the apartment.
 - i. You must have personal property removed and treated by a licensed pest control professional approved by The University at your own expense.
 - ii. You must 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.
 - iii. You are responsible for payment of any reasonable costs for the treatment of bedbugs in your apartment.

VIII. Conduct

- A. You must comply with all University rules and regulations and all applicable state and federal criminal and civil laws, rules and regulations, including but not limited to those governing the use or possession of alcoholic beverages, firearms, gambling, narcotics, and controlled substances. Additional information regarding policies can be found in the University Apartments Living Guide.

The University imposes disciplinary and monetary penalties and housing contract cancellation for violation of fire and life safety policies.

- B. Solicitation, including door-to-door sales of goods or services, is not permitted in University Apartments except as provided for under the Regents' Rule 80103, Section 2.10.

IX. Fire Safety

- A. Smoke alarms and fire extinguishers are installed in all apartments pursuant to applicable Texas laws. Carbon monoxide alarms are installed in Brackenridge and Colorado Apartment units. Contract Holders and guests must evacuate the apartment or building any time that a smoke or carbon monoxide alarm sounds. Failure to evacuate may result in disciplinary action, including expulsion and fines.
- B. Tampering with smoke alarms or carbon monoxide alarms is a violation of state law and University Regulations and may result in disciplinary action, including expulsion and/or fines. You may not disconnect, damage or tamper in any way with smoke or carbon monoxide devices.
- C. You must immediately report the malfunction of any smoke alarm or carbon monoxide alarm, including those in your unit, by submitting a maintenance request and calling the University Apartments office or after hours on-call phone. The University will inspect and/or repair smoke or carbon monoxide alarms as required.
- D. Fire extinguishers are in place in case of emergency. You must immediately report any time the fire extinguisher is discharged and submit a maintenance request.

X. Rights and Obligations of the University

- A. 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 for, inspections, 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.
- B. 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 the University Apartments, specifying such conditions, as a prerequisite to all rights and remedies under the law.
- C. 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 or in instances where a key has been lost. 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, loss or damage by you, your family member, or a guest. Once installed, a secured device becomes a fixture of University Housing and Dining and may not be removed without written permission from the University.
- D. The University is not responsible for loss or damages to your, your family member, 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.
- E. 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.

- F. It is the policy of The University to offer contracts without regard to gender, age, race, religion or national origin.
- G. 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.
- H. Alterations of this contract with intent to change its terms, conditions or purposes will, at the option of The University, void this contract.

XI. Miscellaneous

- A. The Contract may be amended or supplemented only by an instrument in writing executed by you and the University. The Contract and all documents incorporated in it contain the entire agreement of the parties and no oral understanding or agreement not incorporated into the Contract shall be binding on either of the parties.
- B. The Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created by the Contract shall be performable in Travis County, Texas. Venue for any legal action taken on this contract will be in Travis County, Texas. If any one or more of the provisions contained in the Contract shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof and the Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained therein.
- C. Capitalized words or phrases used in these terms and conditions have the respective meanings assigned to them in the University Apartments Contract, unless the context clearly indicates otherwise. "You" means Contract Holder and Guarantor, jointly and severally.
- D. You have the option to give permission to University Housing and Dining to share your contact information with your assigned roommate.

XII. Notices

Any notice, request, or other communication required or permitted to be delivered under the Contract shall be in writing and shall be deemed received when actually delivered by hand delivery, facsimile transmission, electronic mail, overnight courier, three days after it is deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to (1) Contract Holder at the address of Contract Holder's assigned apartment during the Contract Period; (2) addressed to Contract Holder before or after the Contract Period or to Guarantor at the address stated in the University Apartments Contract, or, if to the University, (3) addressed to the University at University Housing and Dining, P.O. Box 7666, Austin, Texas, 78713-7666.