

The University of Texas at Arlington
TERMS AND CONDITIONS
for
APARTMENT LEASE AGREEMENT
for Private or Shared Bedroom

***** RETAIN THIS INFORMATION FOR YOUR RECORDS *****

The University of Texas at Arlington ("UTA") agrees to provide housing accommodations to the Lessee subject to the Apartment Lease Agreement for Private or Shared Bedroom entered into between UTA and Lessee, which includes these Terms and Conditions for Apartment Lease Agreement for Private or Shared Bedroom (Terms and Conditions). Lessee acknowledges that these Terms and Conditions are a part of the Apartment Lease Agreement for Private or Shared Bedroom and agrees to be bound by these Terms and Conditions.

OFFER OF LEASE, ELIGIBILITY AND OCCUPANTS

1. **LESSEE:** For the purpose of this Lease, "Lessee" shall be the individual enrolled for classes at UTA who signs this Lease of the Premises.
2. **OFFER OF LEASE:** This Lease is offered subject to the condition that the Lessee is accepted, or will be accepted, for admission to UTA during the Term. The offering of this Lease does not guarantee or indicate that the Lessee has been admitted to UTA. Acceptance of Lessee as a student at UTA is granted and acknowledged only through the UTA Office of Admissions.
3. **ELIGIBILITY:** Only full-time or part-time students at UTA are eligible to lease UTA housing. During the Term of this Lease, UTA may terminate this Lease if Lessee does not maintain enrollment at UTA for a minimum of 6 credit hours per semester; provided, however, that Lessee need not be enrolled for summer semesters if enrolled in the fall and spring semesters at UTA. Any exceptions to the foregoing requirements must be approved in writing by the UTA Assistant Director of Auxiliary Services. Persons subject to registration under Chapter 62, Sex Offender Registration Program, of the Texas Code of Criminal Procedure are not allowed to live in the Premises or other UTA housing (such as UTA residence halls, apartments, and houses). Lessee understands that any Lessee who becomes subject to registration under Chapter 62 is required to immediately notify UTA Housing and the UTAPD. In the event of a violation of this Section, UTA may cancel the Lease without advance notice and immediately terminate Lessee's right of occupancy. In such case, Lessee will be responsible for the applicable Contract Cancellation fee as outlined in these Terms and Conditions.
4. **OCCUPANTS:** No individual other than Lessee and Lessee's spouse, child or other person approved in writing by UTA in its sole discretion ("Permitted Occupant") may occupy the Premises. The right of a Permitted Occupant to occupy the Premises are governed by the terms of this Agreement and shall expire or terminate at the same time as Lessee's rights expire or terminate hereunder. UTA may assign an additional lessee(s) to any bedroom in the Premises not rented by Lessee unless Lessee agrees to pay, as part of Lessee's Rent, the total Rent due for such unoccupied Premises.
5. **OCCUPANCY LIMITS:** Lessee agrees there will be no more than two persons living in a one bedroom apartment and no more than four persons living in a two bedroom apartment or in a four bedroom apartment. If such occupancy limits are exceeded, UTA may (i) charge Lessee an Occupancy Violation Fee for each such occurrence; (ii) for repeat violations, declare Lessee in breach of this Lease; and (iii) impose additional UTA disciplinary actions under the Rules and Regulations (as defined in Section 16, below).
6. **HOUSING ASSIGNMENT AND CHANGE OF HOUSING ASSIGNMENT:** UTA shall assign to Lessee Premises in an apartment at the beginning of the Term, the exact Premises to be at UTA's sole discretion. If Lessee has leased a private bedroom accommodation, UTA may not assign another lessee to Lessee's bedroom. If Lessee has leased a shared bedroom accommodation, UTA may assign another lessee to Lessee's bedroom in the Premises. UTA may assign other lessees to bedrooms in the Premises not leased by Lessee as space allows. UTA may require Lessee in a shared bedroom accommodation to move to another shared bedroom accommodation. Failure to move may result in Lessee being charged a private bedroom accommodation rate and improper check out fee in addition to disciplinary actions. UTA reserves the right to change Lessee's Premises to different Premises for any reason at any time, but at no additional contractual cost to Lessee. If Lessee executes multiple contracts for housing accommodations in UTA housing for an overlapping academic term, UTA may terminate the earliest executed contract(s). In such an instance UTA will email contract termination notice to Lessee.

DEPOSITS AND PAYMENTS

7. **DEPOSIT:** Lessee must deliver to UTA a \$150 deposit on or before the Contract Signature Date unless Lessee has an existing \$150 deposit on record with UTA. The Deposit is to (i) reserve a housing accommodation for Lessee's use, and (ii) serve as a security deposit for payment of any damages to the Premises or other charges owing by Lessee to UTA under the Lease. The deposit is refundable after Lessee's stay with UTA Housing is complete on the condition that Lessee has no additional future housing contract with UTA. UTA is not obligated to return the Deposit or give a written description of charges against the Deposit unless and until the Lessee (i) gives UTA a written forwarding address for the purpose of refunding the Deposit; and (ii) complies with the move-out requirements set forth in this Lease. After Lessee vacates the Premises, the Deposit (less any permitted charges) will be refunded to Lessee in accordance with then applicable law provided Lessee does not have a future housing contract with UTA. Failure to comply with notice requirements as outlined in this lease will be just cause for forfeiture of security deposit.

8. **PAYMENTS:** Lessee agrees to pay each monthly installment of Rent to the UTA Office of Student Accounts in Davis Hall on the UTA Campus, in advance and without notice, demand or grace period, on or before the first day of each calendar month ("Due Date") during the Term. Payments may be mailed, made electronically through the MyMav system, or delivered in person to the UTA Office of Student Accounts. Lessee assumes the risk of timely delivery of payment by any method other than hand delivery. Rent payable for any partial calendar month shall be computed on a daily basis at 1/30th of the full monthly Rent rate, regardless of the actual number of days in the month.
9. **DEFAULT IN PAYMENT:** Lessee's failure to timely pay any installment of Rent on or before the applicable Due Date is a breach of this Lease. Lessee's right to possess and use the Premises and UTA's obligations to perform its duties hereunder are expressly conditioned upon Lessee's timely payment of Rent. Lessee agrees to pay a late fee of \$25 for Rent payments not timely made to UTA. Such fee is in addition to, and not in lieu of, the other remedies of UTA hereunder for such breach of the Lease.

MOVE IN, ACCEPTANCE OF PREMISES, DELAY OF OCCUPANCY AND KEYS

10. **MOVE IN: For lease commencement between August 15 and August 25,** Lessee may not take possession of the Premises until after noon on the Lease Commencement Date. Lessee must obtain the keys to the Premises after completing all necessary paperwork in the Housing Office or designated Apartment Community Move in location between the hours on noon and 5:00 pm on the Lease Commencement Date. For all other move in dates, Lessee may not take possession of the Premises until after 5:00pm on the Lease Commencement Date. Occupancy prior to such time is not permitted. If Lessee takes possession of Premises before specified move in time Lessee will be fined \$50. Prior to move in, Lessee must arrange and pay for any desired utilities that are not provided for by UTA in accordance with the provisions of this Lease.
11. **PREMISES ACCEPTANCE:** Lessee's occupancy of the Premises shall constitute Lessee's acceptance of the Premises in an "AS IS" condition, without requiring any repairs, additional improvements, or alterations, except as may be required by applicable law. Lessee must complete the Inventory and Condition Form upon Lessee's move into the Premises. Lessee must notify the Resident Assistant within 72 hours of move in to note any pre-existing defects or damages to the Premises not noted on the completed Inventory and Condition Form. Lessee acknowledges that (i) any defects or damages not shown on the Inventory and Condition Form shall be deemed attributable to Lessee; and (ii) except as so noted, the Premises will be deemed to be in clean, safe and good working condition.
12. **ADA ACCOMMODATIONS:** A Lessee without disabilities may be assigned to Premises that have been specifically designed to accommodate persons with disabilities. In the event UTA needs such Premises to accommodate a person with a disability, UTA may upon not less than thirty (30) days prior written notice require that Lessee (and any Permitted Occupant) relocate to alternate UTA housing. In such instance, UTA shall (i) pay reasonable moving expenses to relocate Lessee to alternate UTA accommodations; and (ii) allot to Lessee a \$300 rent credit, as compensation in full for any inconvenience to Lessee resulting from such relocation.
13. **DELAY OF OCCUPANCY:** If the Premises will not be ready for occupancy by Lessee on the Lease Commencement Date, UTA shall give notice thereof to Lessee and indicate the anticipated date possession of the Premises will be delivered to Lessee. In such case, Lessee shall have the right to terminate the Lease upon written notice to UTA within 7 days after delivery of such notice, but not thereafter. If UTA fails to give notice of delay as set forth above and the Premises are not ready for occupancy by Lessee on the Lease Commencement Date, Lessee may terminate this Lease upon written notice to UTA given prior to the date Lessee is notified the Premises are ready for occupancy, but not thereafter. If, in either case, Lessee does not terminate this Lease, (i) the date the Premises are ready for Lessee's occupancy shall be deemed the new Lease Commencement Date for all purposes; and (ii) UTA shall not be liable to Lessee for any damages arising from the delay in delivery of the Premises to Lessee, provided that Rent shall be abated as to any period prior to delivery of the Premises to Lessee. If Lessee elects to terminate this Lease, Lessee's sole remedies in such event shall be to obtain a refund of the Deposit and any pre-paid Rent previously delivered to UTA. Notwithstanding any other provision of this section to the contrary, the rights of Lessee under this section shall not be applicable to any cleaning or repair of the Premises that do not materially interfere with Lessee's occupancy of the Premises on the Lease Commencement Date.
14. **LOCKS AND KEYS:** UTA shall install, change, or re-key a security device on any exterior door or window of the Premises after receiving a **written request** from the Lessee, in accordance with applicable law. Installation or change of security devices or re-keying of the Premises will be conducted pursuant to the Texas Property Code. **UTA may charge Lessee a fee for labor, materials, overhead, and extra keys in accordance with applicable state law.** Once installed, a security device becomes a fixture of the Premises and may not be removed without the written permission of UTA.
15. **LOST KEYS:** Lessee shall promptly report to the UTA Housing Office any lost or stolen keys to the Premises or the Premises' mailbox. The lock to the Premises will be changed and new keys will be issued to the Lessee. **UTA may charge Lessee a fee for labor, materials, overhead, and extra keys, in accordance with applicable state law.**

RULES AND REGULATIONS GOVERNING USE OF PREMISES

16. **RULES AND REGULATIONS:** Lessee agrees to comply with all rules, regulations and requirements set forth in UTA's University General Information Catalog; the UTA Housing Handbook for The Heights on Pecan, Timber Brook and The Lofts Apartments; The Board of Regents of The University of Texas System Rules; the System-wide Policies of The University of Texas System; all rules and regulations issued by UTA that govern the conduct of students; and any other city, state, and federal laws applicable to this Lease and the Premises, including but not limited to those prohibiting gambling and the use or possession of alcoholic beverages, narcotics and controlled substances, and as all of the foregoing may be amended from time to time. The foregoing policies, rules,

regulations and laws are hereafter collectively called the "Rules and Regulations." The Rules and Regulations, as amended from time to time during the Lease Term, are incorporated herein by reference for all purposes. Lessee acknowledges having had the opportunity to review the Rules and Regulations prior to signing this Lease. Any amendments to the Rules and Regulations will be effective when posted on the applicable website.

- 17. GENERAL RULES OF OPERATION:** Any violation of the terms of this Lease or the Rules and Regulations by Lessee or a Permitted Occupant is a breach of this Lease, and may additionally subject the responsible party to disciplinary action by UTA. Any act by Lessee that is disruptive to the use and enjoyment of UTA housing by other residents is a breach of this Lease. Alteration of this Lease by Lessee with the unilateral intent to change its terms, conditions, or purposes is a breach of this Lease.
- 18. USE OF PREMISES:** The Premises shall be used solely for residential purposes, and no person may conduct a business or any other business-related activity in the Premises.
- 19. SOLICITATION:** No solicitation or door-to-door sales of goods and services are allowed in the Premises or UTA housing. Occasional sales or offers of sales of goods or services that otherwise comply with state law and municipal ordinances and that are conducted in the privacy of the Premises when Lessee has given specific invitation in advance for sales persons to come to the Premises for that purpose are not considered to be solicitation. No sales or offers of sales of goods or services within the Premises or UTA housing by Lessee on a continuing or scheduled basis is permitted.
- 20. CONDUCT:** Lessee agrees that the Premises shall at all times be used and occupied in such manner as will not disturb, interfere with, or affect the comfort, peace, and quiet enjoyment of other residents on the property or interfere with the responsible management of the property by UTA. Conduct prohibited by the Rules and Regulations may subject the Lessee to disciplinary action including suspension and termination of this Lease.
- 21. SMOKING:** Smoking and/or vaping is prohibited in all UTA housing, including apartments and all common areas. This prohibition includes tobacco cigarettes, cigars, and pipes; non-tobacco substance cigarettes, cigars and pipes; e-cigarettes containing any type of substance; and any other product used to deliver a substance whether smoke, aerosol or another type of substance into a person's lungs. In addition, UTA is a tobacco free campus and the use of all tobacco products, even smokeless tobacco, is prohibited in UTA housing as well as everywhere else on campus, even on UTA's outside property and grounds.
- 22. WEAPONS:** The use or possession of firearms or any illegal or lethal weapon in UTA housing is prohibited. Weapons prohibited in UTA housing or elsewhere on UTA campus are defined by Texas Penal Code, Title 10, Chapter 46 and include, but are not limited to, clubs, location restricted knives, explosive weapons, firearms, firearm silencers, machine guns, short-barrel firearms, armor-piercing ammunition, chemical dispensing devices (other than a small chemical dispensers sold commercially for personal protection), zip guns, tire deflation devices or improvised explosive devices. According to Texas Penal Code, Title 10, Chapter 46, these weapons are prohibited on the UTA campus unless written authorization has been granted by UTA. An offense under this section constitutes a third-degree felony. Additional items prohibited in UTA housing and anywhere on the UTA campus include fireworks, toy look-alike guns, paintball guns, pellet or BB guns, and decorative firearms (working or non-working). Notwithstanding the above, individuals licensed by the State of Texas to carry a concealed handgun may be in possession of a handgun in UTA housing in accordance with State law and UTA policy. A licensed holder in UTA housing must have their handgun(s) on or about their person or safely secured or stored to prevent tampering or theft. The handgun must be stored in a combination or electronic locking steel safe when the handgun is not on or about their person. The safe must be securely attached to a bed frame or other furniture with a steel tethering cable, so as to minimize the possibility of theft. For more information regarding Campus Carry, visit: www.uta.edu/campuscarry. Lessee agrees that personal property possessed by Lessee in UTA housing in violation of the Rules and Regulations, whether weapons or otherwise, may be seized and disposed of by UTA at UTA's sole option and discretion in accordance with its policies on disposal of surplus property or other applicable policies.

MAINTENANCE, CARE AND ALTERATION OF PREMISES

- 23. CARE AND MAINTENANCE:** Lessee shall keep and maintain all portions of the Premises in good repair and condition (including but not limited to all electrical and plumbing fixtures, glass, closets, floors, walls, and ceilings) so as to minimize the effects of normal use and/or natural deterioration. Lessee shall not remove any UTA property from the Premises. Lessee shall be liable to UTA for damage to the Premises or other portions of the building caused by the Lessee, or their invitees. The sidewalks, steps, entrance halls, walkways, and stairs of the building containing the Premises shall not be obstructed or used for other than ingress and egress.
- 24. PEST CONTROL:** UTA, at its expense, shall provide reasonable pest control services for the Premises. Lessee shall be responsible for cooperating with pest control services. Lessee may be required to wash, clean, relocate, and/or permanently remove personal property from the Premises to prepare for and comply with pest control treatments. Lessee agrees that Lessee has inspected the Premises prior to move in and is not aware of any signs of bed bugs or any other pest infestation or will inspect the Premises within 72 hours after move-in and notify UTA immediately of any bed bugs or any other pest infestation. Lessee is required to disclose information about any exposure to bed bugs or any other pests in previous dwellings. Lessee agrees that (1) Lessee has not previously experienced or been subjected to bed bugs or any other pests in other dwellings and is not aware of bed bugs or any other pest in any furniture, clothing or personal property, or (2) Lessee has previously been exposed to bed bugs or any other pests, but all of Lessee's personal property has been treated by a licensed pest control professional and is free from further infestation. Lessee is required to fully cooperate with UTA and the pest control services to access the Premises at reasonable times to inspect or treat bed bugs or any other pest if found in the Premises. Lessee must have all furniture and personal property treated by a licensed pest control professional, approved by UTA, at his or her own expense unless agreed to otherwise in writing. Failure to do so is a lease violation and UTA may terminate this Lease and right of occupancy and exercise all rights and remedies under the

Lease. Lessee must promptly notify UTA: of any known or suspected bed bugs or any other pest infestation in the Premises or personal property; of any recurring or unexplained bites or skin irritations that may be caused by bed bugs or any other pest in the Premises; and of any discovery that might indicate the presence of bed bugs or any other pest. Lessee agrees that personal property that cannot be treated or cleaned must be destroyed and disposed of off-site. UTA has the right to have Lessee temporarily vacate the Premises and remove personal possessions in order for UTA to perform pest control treatments. Failure to comply is a lease violation and UTA may terminate this Lease and right of occupancy and exercise all rights and remedies under the Lease. UTA has the right to require Lessee to pay for all reasonable costs of cleaning and pest control treatment incurred by UTA for treating for bed bugs or any other pest. Likewise, if bed bugs or any other pests are confirmed in the Premises after Lessee vacates, Lessee may be asked to pay for cleaning and treatment costs. Lessee may also be held responsible for lost rental income and other expenses incurred by UTA to move or relocate residents in adjacent dwellings in order to perform pest control treatments in other premises. If Lessee fails to pay for any of these costs, Lessee shall be in default, and UTA may terminate the Lessee's right of occupancy and exercise all rights and remedies under the Lease. If UTA allows the Lessee to transfer to another UTA housing property, the Lessee must have all personal property treated by a licensed pest control professional according to accepted methods. In this instance, Lessee must provide documentation of the cleaning and treatment that is satisfactory to UTA.

- 25. DUTY TO REPAIR:** Lessee shall promptly notify UTA's designated representative of the following conditions: malfunction of utilities or equipment, fire damage, water leaks, mold, electrical problems, broken or missing locks or latches, and any condition which poses a material hazard to the Premises or the health or safety of persons. The Lessee is required to give **written notice** in accordance with the Notice requirements of this Lease specifying such conditions as a prerequisite to any rights and remedies under law. Lessee shall be responsible to pay for damages resulting from failure to promptly report any such conditions. The duty of UTA to remedy or repair conditions affecting the physical health or safety of an ordinary tenant is governed by Texas Property Code Section 92.052 *et. seq.* UTA may turn off equipment and interrupt utilities as needed to avoid property damage or perform repair and maintenance work to the Premises. UTA shall act with reasonable diligence in making repairs and reconnections and Rent shall not abate during any period of repair, except as otherwise agreed by UTA in writing.
- 26. PHYSICAL IMPROVEMENTS AND ALTERATIONS:** Lessee shall not make or allow any improvements, additions, or alterations of any kind to the Premises without the prior written consent of the UTA Executive Director of Auxiliary Services, this includes but is not limited to video enabled doorbells. Any approved improvements, additions, or alterations will be made at Lessee's expense and become a part of the Premises and the property of UTA, unless otherwise agreed in writing by UTA.
- 27. FREEZE DAMAGE PROTECTION:** Lessee shall take due care to protect the Premises from weather damage (including, without limitation, the freezing of pipes). Lessee is liable for the cost of all repairs to the Premises arising from the breach of such duty. Without limitation of the foregoing, unless otherwise instructed by UTA, Lessee shall on a 24 hour-a-day basis during freezing weather; (i) keep the Premises heated to at least 50 degrees; (ii) keep cabinet and closet doors open; and (iii) drip hot and cold water faucets.

UTILITIES AND APPLIANCES

- 28. UTILITIES:** UTA will provide electricity in reasonable quantities for residential use to each Apartment at no additional charge.

UTA shall additionally pay all reasonable costs for water, sewage, electricity, and gas used in the Premises. Utilities shall be used only for normal household purposes and shall not be wasted. Lessee shall arrange and timely pay for all charges and deposits pertaining to the use of other utilities Lessee desires in the Premises, provided that no items may be installed or affixed to the Premises or Building without UTA's prior written consent. Lessee shall pay all bills for such additional utility services and shall cancel all such utility accounts in Lessee's name upon move out.

- a. INTERNET SERVICE:** High-speed wired and Wi-Fi internet service is provided to the apartment at no additional charge. High-speed internet services can be upgraded for an additional fee. Internet service levels and/or providers may be changed during the contract period if such changes apply uniformly to all residents of the building containing the Premises.
- b. TV SERVICE:** TV service is provided to the apartment at no additional charge. TV signal may be delivered via cable or satellite feed depending on location. TV services can be upgraded to include premium channels for an additional fee. TV service levels, providers, and/or channel offerings may be changed during the lease term if such changes apply uniformly to all residents of the building containing the Premises.
- c. PHONE SERVICE:** UTA does not provide phone service to the Premises, which service must be arranged and paid for by the Lessee. Lessee may purchase VOIP phone service through the UTA-approved internet service provider for the building for an additional fee.
- d. INTERNET, TV, and PHONE SERVICES PROHIBITED CONDUCT:** Lessee must abide by the terms and conditions contained in the University of Texas at Arlington's Guide for Residential Internet, TV, and Phone Services and must not violate federal copyright laws.

I HEREBY WAIVE MY RIGHT TO CHOOSE A RETAIL ELECTRIC PROVIDER AS LONG AS I LIVE IN THE PREMISES. SUCH WAIVER INCLUDES, BUT IS NOT LIMITED TO, THE WAIVER OF ANY AND ALL RIGHTS AFFORDED TO ME UNDER TEXAS UTILITIES CODE § 39.102. I acknowledge that following my waiver, UTA will procure electricity for my Premises, including selecting the electricity services provider for the building containing the Premises.

29. APPLIANCES: Unless specifically stated otherwise in an addendum to this Lease, UTA provides appliances with the Premises. Lessee shall keep and maintain all such appliances in good repair and condition so as to minimize the effects of normal use. Lessee shall not remove any UTA appliances from the Premises. It is Lessee's responsibility to note any damage to the appliances on the Inventory and Condition Form at the time of taking occupancy of the Premises. Personal appliances which perform the same or similar function of appliances provided by UTA may not be stored or used in the Premises without prior written approval from the UTA Associate Director of Auxiliary Services.

PARKING

30. PARKING: There is a limit of one motor vehicle per Lessee. Lessee must purchase a valid UTA Parking Permit. Lessee and Special Occupant must purchase a valid UTA Parking Permit. Lessee and Special Occupant's vehicles may be parked only in the parking lots designated by UTA, and all parking rights are subject to the Rules and Regulations.

31. VEHICLES: All vehicles parked in UTA owned apartment parking lots not displaying a current inspection sticker or license tag will be reported to the UTA Police Department for possible removal. The owner of the vehicle will be responsible for all costs incurred for removing the vehicle. UTA is not responsible for damage to vehicles.

FURTHER AGREEMENTS CONCERNING PREMISES

32. ASSIGNMENT AND SUBLEASING: Lessee shall not sell, transfer, pledge, sublease, or encumber ("Transfer") this Lease. Except as provided under Section 41, Lessee will be released from this Lease in connection with a Transfer only upon the prior written consent of UTA for both the Transfer and the proposed transferee; otherwise Lessee will remain responsible for the total Rent for the remaining Term following a Transfer. Finding a suitable replacement transferee to take over the Lease is solely Lessee's responsibility and such transferee must meet all requirements of UTA for occupancy of the Premises. In connection with any approved Transfer, Lessee shall pay an Assignment Fee of \$300 to UTA.

33. NO PETS: Except for service animals or approved support animals for persons with disabilities, no pets are allowed (even temporarily) anywhere in or about the Premises without prior written authorization from UTA. Care and feeding of stray or unauthorized animals or pets is prohibited. If an animal has been in the Premises at any time during the Lessee's Term, Lessee shall be charged for all costs pertaining to damage to the Premises, de-fleaing, deodorizing, and/or carpet shampooing to protect future residents from possible health hazards. If Lessee is found to be in possession of any prohibited animal(s), Lessee may be charged a fee of no less than \$200 per incident, in addition to the foregoing charges for damages and cleaning, and UTA may treat such violation as a breach of this Lease. Lessee will also be required to remove the animal(s) from the Premises.

34. SMOKE DETECTORS: Smoke detectors are installed in UTA housing pursuant to Chapter 92, Subchapter F, of the Texas Property Code. UTA will inspect and repair a smoke detector if Lessee provides a **written request** to UTA for inspection or repair directed to the UTA Executive Director of Auxiliary Services. UTA does not have a duty to inspect or repair a smoke detector if the damage or malfunction is caused by the Lessee or a member of the Lessee's household, unless the Lessee pays in advance for the reasonable cost for the repair or replacement, including labor, materials, and overhead. UTA has no duty to provide, and Lessee shall at its cost provide replacement batteries for battery-operated smoke detectors which were in good working order at the time of commencement of possession of the premises by the Lessee. Lessee or guest(s) shall not disable, disconnect, or remove batteries from smoke detectors. **NOTICE: Lessee shall not disconnect or intentionally damage a smoke detector or remove the battery from a smoke detector without immediately replacing it with a working battery. Lessee may be subject to damages, civil penalties, and attorney's fees under Section 92.2611 of the Texas Property Code for not complying with the foregoing notice.**

35. FIRE OR CRIMINAL ACTIVITY: In case of fire, smoke, or suspected criminal activity involving imminent harm to person or property, Lessee should immediately telephone the local fire, police or ambulance department, and then inform UTA Police. In such emergencies, residents should call 817-272-3003.

36. FURNITURE: If Premises is furnished, Lessee shall keep and maintain all provided furniture in good repair and condition so as to minimize the effects of normal use. Lessee shall not remove any UTA furniture from the Premises. It is Lessee's responsibility to note any damage to the furniture on the Inventory and Condition Form at the time of taking occupancy of the Premises. UTA must consent to any water furniture in the Premises. Such furniture is permitted on the first floor only of specified UTA apartment communities. As a condition to consent, Lessee must maintain waterbed owners' insurance reasonably acceptable to UTA and sign and abide by the regulations stipulated in a "Water Bed Addendum" made part of the Lease

37. UTA'S RIGHT OF ACCESS: Authorized UTA personnel may enter the Premises at any time for the purpose of inspection, repair, maintenance, investigation of Lease or Handbook violations, and/or delivery of notices. In the event the Lessee is not readily available and access was gained during Lessee's absence, UTA shall endeavor to leave written notice on the Premises describing the nature and time of the access.

38. SURRENDER OF PREMISES: Lessee shall surrender the Premises at the expiration or earlier termination of this Lease in good condition and order, excepting only ordinary wear and tear and casualty damage. Lessee shall remove all personal property belonging to Lessee prior to surrender of the Premises. Upon Lessee's surrender of the Premises, Lessee and a UTA designated representative shall jointly inspect the Premises and shall record the condition of the Premises on an Inventory and Condition Form. Lessee shall waive a joint inspection of the Premises if Lessee completes a UTA approved Apartment Express Check Out Process. In this instance a UTA designated representative will inspect the Premises and shall record the condition of the Premises on an Inventory and Condition Form in the absence of the Lessee. Lessee shall return all keys to the Premises to UTA at the time of move-out or upon completing the Apartment Express Check out Process.

- 39. HOLDOVER:** If Lessee holds over beyond the end of the Lease Term or any extension period (or beyond any different move-out date agreed to by the parties in writing), Lessee shall be responsible to pay a \$100 administrative fee and triple the then current daily Rent rate charges for the holdover period. Further, Lessee shall indemnify UTA and prospective residents of the Premises for all damages, costs and expenses arising out of or related to Lessee's failure to timely vacate, including, without limitation, lost revenues, lodging expenses, and attorney's fees. Holdover Rent shall be due and payable upon demand by UTA.
- 40. CASUALTY:** In the event of casualty to the Premises, UTA may, in its sole discretion, (i) rebuild and repair the damage to the Premises; (ii) relocate Lessee to a substitute Premises; or (iii) terminate this Lease upon written notice to Lessee. UTA may, in its sole discretion, abate or make an equitable adjustment to the Rent following a casualty to the Premises.

TERMINATION OF LEASE

41. EARLY TERMINATION OF LEASE BY LESSEE

- a) **TERMINATION PRIOR TO LEASE COMMENCEMENT DATE:** Lessee may terminate the Term of this Lease prior to the date the first Rent payment is due but will forfeit the Deposit and be responsible for payment of Contract Cancellation fee as outlined in Section 42.
- b) **TERMINATION AFTER LEASE COMMENCEMENT DATE:** Lessee may terminate the Term of this Lease after the Lease Commencement Date and prior to the Lease Termination Date upon the following conditions precedent: (i) Lessee shall give UTA written notice of Lessee's proposed date of early termination ("Early Termination Date") **not less than sixty (60) days prior to the Early Termination Date**; (ii) Lessee must not be in default of this Lease at either the time of the giving of notice of termination to UTA or on the Early Termination Date; and (iii) Lessee must vacate the Premises no later than 5:00 pm on the Early Termination Date. If Early Termination is granted by UTA, Lessee shall be released from the Lease pursuant to Section 42.
- c) **TERMINATION FOR A QUALIFYING EVENT:** Lessee may request Early Termination of this Lease upon delivery of written notice to UTA specifying an Early Termination Date not sooner than sixty (60) days after UTA's receipt of such notice for any of the following reasons, each a "Qualifying Event": (i) Lessee withdraws from UTA for medical reasons. Lessee's notice must be accompanied by documentation from Lessee's physician which must be reasonably acceptable to UTA; (ii) Lessee is drafted or commissioned by the U.S. Armed Forces for active duty; provided, Lessee provides documentation to UTA that Lessee (1) 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; and (2) has received orders for permanent change -of-station, or to deploy with a military unit placed on active military duty; (iii) Lessee enrolls and participates in an approved UTA Study Abroad Program. Lessee's notice must be accompanied by documentation from the UTA Registrar or the appropriate Dean. (iv) Lessee is scheduled to Graduate during the Term and provides documentation of paying the graduation fee; (v) Lessee is enrolled in a For-Credit Internship which requires daily travel further than 45 miles from the Premises during the Term. If UTA approves a request for Early Termination for a Qualifying Event, Lessee may thereafter terminate the Term of this Lease prior to the Lease Termination Date provided that Lessee is not in default of this Lease at either the time of the giving of notice of termination to UTA or on the Early Termination Date; and (ii) Lessee vacates the Premises no later than 5:00 pm on the Early Termination Date. Notwithstanding the foregoing, Lessee's requested Early Termination Date may be amended by UTA to coincide with specified move-out periods associated with the UTA academic calendar or other good cause as determined by UTA. For instance, UTA may require that a Lessee requesting an Academic Exception because of December graduation remain as a Lessee through the end of the fall academic semester and vacate the premises within 48 hours after graduation.
- d) **TERMINATION PROVISIONS:** In the event of early termination, all terms and provisions of this Lease (including, without limitation, the obligation to pay Rent and other charges hereunder through the Early Termination Date and the provisions of Sections 38 and 39 of this Lease) shall remain in force and effect. The Premises will be inspected by a designated UTA representative during the Lessee's move-out procedure. Lessee is required to contact the UTA Apartment Community Office designated for the Premises no later than five (5) days prior to the Lease Termination Date to schedule an appointment for the move-out inspection. UTA may charge reasonable fees for Lessee's failure to follow established move-out procedures.

- 42. CONTRACT CANCELLATION FEE FOR EARLY TERMINATION BY LESSEE:** The minimum Lease Term is twelve (12) months from the Lease Commencement Date or through the Lease Termination Date, whichever date is sooner. In the event Lessee terminates this Lease under Section 41(a) or Section 41(b), Lessee will be charged a Contract Cancellation fee as outlined below (regardless of whether UTA is successful in reletting the Premises) which takes into consideration University's mitigation efforts to relet the Premises based on the date of early termination. Notwithstanding the foregoing, Lessee will also remain liable for all past due Rentals, cleaning, repairing, lock changes or other sums under the Lease.

FOR ALL LEASES	
LEASE TERMINATION DATE	CONTRACT CANCELLATION FEE
Lease Termination before February 1, 2020	Forfeit Deposit
Lease Termination between February 1, 2020 and April 30, 2020	15% of remaining Lease charges.
Lease Termination between May 1, 2020 and July 31, 2020	20% of remaining Lease charges.
Lease Termination between August 1, 2020 and September 7, 2020.	25% of remaining Lease charges.
Lease Termination between September 8, 2020 and September 14, 2020.	50% of remaining Lease charges.
Lease Termination between the September 15, 2020 and September 21, 2020	75% of remaining Lease charges.
Lease Termination after September 21, 2020	85% of remaining Lease charges.

43. EARLY TERMINATION BY UTA: Notwithstanding any other provision of this Lease to the contrary, UTA may terminate this Lease prior to the Lease Termination Date on the following terms, conditions and notice:

CONDITION	UTA'S NOTICE REQUIREMENT
A: Lessee actions pose life-threatening danger to self or others	Prior written notice is not required. Lessee may be subject to immediate and permanent removal from UTA housing
B: Lessee is found responsible for a behavior violation and is required by UTA Conduct Officer to vacate UTA housing.	48 hours prior written notice of termination to Lessee
C: Premises are taken pursuant to eminent domain	30 days prior written notice to Lessee
D: Casualty materially damaging the Premises	Reasonable (but in no event more than 30 days notice) prior written notice to Lessee
E: Other condition deemed reasonable in UTA's sole judgment.	30 days prior written notice to Lessee

If Lease is terminated by UTA for conditions A or B above, Lessee shall remain responsible for a Contract Cancellation fee as stated in Section 42. Notwithstanding the foregoing, Lessee will also remain liable for past due Rentals, cleaning, repairing, repainting, lock changes, or other sums due under the Lease.

44. NOTICE FOR TAKING PROPERTY OUT OF SERVICE: Lessee acknowledges that the Premises are a part of the property owned by UTA and that such property may be destined by UTA to be taken out of housing service during the Term of this Lease. Should UTA elect to take the Premises out of service, UTA may unilaterally amend the Lease Termination Date upon written notice to Lessee given not less than sixty (60) days prior to the amended Lease Termination Date. Lessee shall be entitled to a refund of any pre-paid rent applicable to the period after such amended Lease Termination Date. Lessee and the Occupants shall not have claim for, and hereby release and waive, all damages and claims of every kind and character against UTA by reason of such termination.

DEFAULT AND REMEDIES

45. DEFAULT: If Lessee fails to timely make any payment or perform any obligation required of Lessee under this Lease or otherwise breaches this Lease, Lessee shall be in default of this Lease.

46. UTA DEFAULT REMEDIES: Upon Lessee's default under this Lease, UTA may, without the requirement of any further demand or notice of any kind or nature whatsoever and without waiver of any other right or remedy, enforce any remedy provided under this Lease or applicable law for such default, including, without limitation, (i) the right to terminate this Lease upon written notice thereof to Lessee; (ii) assess a late fee of \$25.00 for any late payment of a monetary obligation owing to UTA; (iii) immediately terminate the status of Lessee as an enrolled student at UTA; (iv) refuse re-admission to Lessee for any future classes at UTA; (v) withhold the

grades, degree transcripts, or refunds of Lessee so long as any monies are owing to UTA by such Lessee; and/or (vi) refuse to enter into any future lease of housing to Lessee. Lessee acknowledges that Lessee may be subject to separate disciplinary actions brought by UTA under the Rules and Regulations in connection with the breach of the Lease, in proceedings outside the scope of this Lease. If UTA terminates this Lease or Lessee's right of possession of the Premises for default, Lessee agrees to vacate the Premises within the following periods:

DEFAULT	UTA'S NOTICE TO VACATE
Rent or any other payment owing to UTA is due and unpaid 5 days after the due date	3 days written notice to vacate
Any other default under this Lease for which a specific period of notice of termination is not expressly stated.	10 days written notice to vacate

All remedies of UTA under this Lease for default by Lessee are cumulative.

- 47. **ABANDONMENT:** Lessee shall be deemed to have abandoned the Premises when all of the following have occurred; (1) Lessee appears to have moved out in UTA's reasonable judgment; (2) clothes, furniture, and personal belongings of Lessee have been substantially removed from the Premises, in UTA's reasonable judgment; (3) Lessee has been in default for non-payment of Rent for 5 consecutive days; and (4) Lessee has not responded for 2 days to UTA's notice left on the inside of the main entry door, stating that UTA considers the Premises abandoned. Abandonment ends Lessee's right of possession and gives UTA the immediate right to; remove items of personal property, clean up, make repairs, and relet the Premises. UTA may, in its sole discretion and without prior notice, remove all personal property remaining in the Premises and store such property with a third party storage facility or at UTA storage facility, at the expense and for the account of Lessee. Property removed after an abandonment or judicial eviction may be disposed of by UTA if it is perishable (such as by way of example only, food, medicine, or plants) or worthless in UTA's reasonable judgment. If personal property is stored in a UTA facility and is not claimed by Lessee within sixty (60) days, UTA may at its election take title to or dispose of such property. UTA has no duty to store property after a judicial eviction.
- 48. **COLLECTION COSTS:** Lessee agrees to pay to UTA upon demand all costs and expenses incurred by UTA in enforcing the provisions of this Lease including, without limitation, all collection fees, reasonable attorney fees, court costs, and costs of suit.
- 49. **LIABILITY:** UTA shall not be liable to Lessee, a Permitted Occupant or any guest or invitee of Lessee for any death, injury, damages or losses (i) to persons or property occurring on or about the Premises or the facilities in which the Premises are contained caused by the Lessee, a Permitted Occupant, or any guest or invitee of Lessee; or (ii) arising from theft, burglary, robbery, assault, vandalism, other criminal conduct, fire, smoke, flood, water leaks, rain, hail, ice, snow, lightning, wind, explosions, interruptions of utilities, electrical power surges, or other any occurrences. **Lessee and Permitted Occupants are strongly urged to obtain his/her own personal property or renter's insurance, health, life, and any other insurance to protect against all of the foregoing.** Lessee and Permitted Occupants must take their own measures to protect electronic equipment in the Premises with suitable surge protection devices. UTA has no duty to remove ice, sleet, or snow in or about the apartment containing the Premises; but may do so in whole or in part, with or without notice.
- 50. **NOTICE AND CURE TO UTA AND MORTGAGEE:** On any act or omission by UTA which might give, or which Lessee claims or intends to claim gives, Lessee the right to damages from UTA or the right to terminate this Lease by reason of a constructive or actual eviction from all or part of the Premises, or otherwise, Lessee shall not sue for damages or attempt to terminate until it has given prior written notice of the act or omission to UTA and a reasonable period of time for remedying the act or omission has elapsed following the giving of the notice, during which time UTA may enter upon the Premises and do therein whatever is necessary to remedy the act or omission. During the period after the giving of notice and during the remedying of the act or omission, the Rent payable by Lessee shall not be abated and apportioned except to the extent that the Premises are untenable. To the extent permitted by applicable law, Lessee hereby waives the provisions of §91.004(b) of the Texas Property Code (or any successor thereto) and any other laws that may grant to Lessee a lien upon any of UTA's property or upon any rental due to UTA.

GENERAL CONTRACT PROVISIONS

- 51. **NOTICE:** Any notice, request, or other communication required or permitted to be delivered under the Lease shall be in writing and shall be deemed received when actually delivered by hand delivery, or overnight courier, or when sent by email to the Lessee's UTA or other designated email address or when sent by email to UTA at the email address below, or when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to Lessee at the address of Lessee's UTA housing during the Lease term, addressed to Lessee before or after the Lease term at the address stated in the Lease agreement, and addressed to University at the address stated below:

University Housing Office
 300 W. First St. - P. O. Box 19349
 Arlington, Texas 76019
Housing@uta.edu

- 52. **LEGAL CONSTRUCTION:** If any one or more of the provisions contained in this Lease 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 thereof and this Lease shall be constructed as if such invalid, illegal, or unenforceable provision had never been contained therein.
- 53. **TEXAS LAW TO APPLY:** This agreement shall be constructed under and in accordance with the laws of the State of Texas and all obligations of the parties created hereunder shall be performable in Tarrant County, Texas.

- 54. MERGER AND ALTERATION:** No alteration or variation of the terms and conditions of this Lease shall be valid unless made in writing and signed by the parties hereto. The Lease 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.
- 55. FORCE MAJEURE:** If UTA is prevented from completing performances of any obligations hereunder by an act of God, strikes, epidemics, war, acts of terrorism, riots, flood, fire, sabotage, or other occurrence whatsoever which is beyond the control of the parties hereto, then UTA shall be excused from any further performance of obligations and undertakings hereunder, to the full extent allowed under applicable law.
- 56. NOTICES TO PARTIES:** All notices from Lessee to UTA concerning this Lease or UTA housing shall be addressed to UTA as follows: **University of Texas at Arlington, Executive Director of Auxiliary Services, UTA Box 19349, Arlington, Texas 76019.** All notices by UTA to Lessee shall be addressed to the Premises.
- 57. STATE LAW AND CONSTITUTION:** Notwithstanding anything to the contrary in this Lease, UTA shall not be required to perform any act or to refrain from any act if that performance or non-performance would constitute a violation of the constitution or laws of the State of Texas. No provision of this Lease shall constitute, nor is it intended to constitute, a waiver of UTA's or the State of Texas' sovereign immunity to suit.
- 58. SPECIAL PROVISIONS:** The special provisions and any addenda listed on the Apartment Lease Agreement shall control over any conflicting provisions of these Terms and Conditions.

MOVE - OUT

- 59. MOVE-OUT NOTICE:** Lessee is required to move out of the Premises on or before noon on the Lease Termination Date. Lessee shall provide a written notice to UTA at least five (5) days in advance of Lessee's desired move-out date. Such notice will not release the Lessee from liability to pay rent for the full Term of the Lease, except in accordance with Section 41, above.
- 60. MOVE-OUT PROCEDURES:** The move-out date specified by Lessee in its notice to UTA cannot be changed. Lessee is required to schedule a move-out inspection with the Apartment Life Staff member five (5) days prior to the specified move-out date.
- 61. MOVE-OUT CLEANING:** Prior to moving out of the Premises, Lessee must thoroughly clean the Premises, including but not limited to doors, windows, furniture, bathrooms and kitchen appliances. Lessee must follow the UTA Move-Out Cleaning Guide, which may be accessed at www.uta.edu/housing. If Premises are not cleaned adequately, Lessee will be responsible for required cleaning charges.
- 62. MOVE-OUT INSPECTION:** Lessee must meet with an Apartment Life Staff member for a move-out inspection, unless Lessee completes a UTA approved Apartment Express Check Out Process. Any statements or estimates at time of inspection are subject to correction, modification, or disapproval before final accounting or refunding.
- 63. MOVE-OUT CHARGES:** Upon move-out, Lessee will be liable for the following charges, including but not limited to: unpaid rent; unpaid utilities; repairs, damages, or loss caused by negligence, carelessness, accident or abuse; and missing or unreturned keys. The final determination of damage and cleaning charges will be made by Facilities Management Staff whom may not inspect the Premises until after Lessee has completely moved out. Charges for cleaning and damages in shared and common areas will be divided equally between all Lessees who have use of the shared and common areas.

Last Revised January 28, 2020