

The University of Texas at Arlington
TERMS AND CONDITIONS
for
RESIDENCE HALL CONTRACT

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

The University of Texas at Arlington ("University") grants to Student ("Student"), a license to use a furnished room in a University Residence Hall as Student's temporary residence during the "dates outlined in Student's Residence Hall Contract" ("Contract Period") subject to these stated terms and conditions. These terms and conditions are incorporated by this reference in the Residence Hall Contract ("Contract") between the University and Student and Guarantor (if applicable) identified therein. Capitalized words or phrases used in these terms and conditions have the respective meanings assigned to them in the Contract, unless the context clearly states otherwise. "You" means Student and Guarantor, jointly and severally.

1. Obligations and Agreements of Student and Guarantor

- A. You agree to pay all charges as due and to comply with and abide by these terms and conditions, the University Graduate or Undergraduate Catalogue, the current Housing Policies contained within the *Residence Hall Handbook*, the *Rules and Regulations* of the Board of Regents of The University of Texas System, the System-wide Policies of The University of Texas System, the University's Handbook of Operating Policies, and all other University rules, policies and regulations, which are now in effect or may in the future come into effect, governing student conduct or pertaining to University residence halls (individually and collectively, "University Regulations").
- B. Pending approval from The University of Texas System, the Contractual Amount is the amount Lessee and/or Guarantor will pay University for a license to use a private or shared room in a UTA-owned residence hall for the University Residence Hall Contract. Students will be informed of any change to the Contractual Amount once the final rate is approved. The Contractual Amount is located on the University Residence Hall Contract. You acknowledge and agree that rates and/or fees are subject to change by legislative action or otherwise, as are University Regulations and University Housing Policies affecting this Contract. Changes and additions to Rules and Regulations, rates and policies affecting this Contract become effective and binding on the first date of posting or official announcement, and the announcement or posting constitutes actual notice.
- C. You agree not to sell, sublease, or assign the Contract.
- D. If you violate any of the terms or conditions of the Contract, or if University determines that Student has repeatedly disregarded the community living standards, University may terminate the Contract or refuse to offer Student a University Housing Contract in the future.
- E. If Student is subject to University disciplinary action Student may be required to change residence within University Housing or to withdraw from University Housing. Student may also be prohibited from living in other on-campus University Housing. If University requires Student to withdraw from University Housing, the Contract will be automatically cancelled, and a processing fee will be charged as provided in Section 5C. Any Student whose actions pose life-threatening danger to self or others is subject to immediate and permanent removal from University housing without prior written notice.
- F. You agree to advise the UT Arlington Housing Office in writing of any change to your address, identification number or telephone number. Failure to provide this information may result in cancellation of Contract at University's option.
- G. **ALL CONTRACT CANCELLATIONS MUST BE ADDRESSED, IN WRITING, TO THE HOUSING OFFICE VIA EMAIL, FAX OR LETTER.**

2. Conditions of Contract

- A. The Contract is offered on the condition that Student is accepted for admission to University. **The Contract does not guarantee that Student has been admitted to University.** Only the Office of Admissions can grant admission to University. Student must be a full-time student at University, registered for a minimum of twelve semester hours (undergraduate) or nine semester hours (graduate) and actively pursuing a degree at University to be eligible to live in University residence halls. Registration for six hours of dissertation credit will satisfy the full-time student requirement. Requests for exceptions must be made in writing and approved by the Assistant Director, Housing. Student must be registered for Fall enrollment at UTA by July 15, 2023 for a contract start date in the Fall semester and registered for Spring enrollment by December 21, 2023 for a contract start date in Spring semester. If Student is not registered for enrollment by the aforementioned dates, the University may, at its option, cancel the Contract. If University cancels the Contract by sending written notice of cancellation for failure to register for enrollment to Student before Contract Start Date, Student will be responsible for 20% of the Housing charges for the Contract Period.
- B. Registered sex offenders are not permitted to live in University-owned housing, which includes the University residence halls, apartments, and houses.

3. Deposit

- A. You must deliver to University a \$150 deposit on or before the Contract Return Date unless you have an existing \$150 deposit on record with University. The deposit shall be held by University during the Contract period in a non-interest-bearing account and shall be applied to guarantee occupancy and to cover any charge for damage to the room or residence hall and other applicable charges assessed during the Contract Period. The deposit is refundable after your stay with University Housing is complete, on the condition that you have no additional future housing contract with University. Subject to the forfeiture provisions

set out below, the deposit will be refunded, less applicable charges, within 30 days after the Student vacates the room; provided, however, that University is not obligated to return the deposit until Student gives University a written forwarding address for the purpose of refunding the deposit and provided Student does not have a future housing contract with University. A deposit not received with the signed Contract will result in the room reservation being cancelled.

4. Room Payments

- A. Room payments will be billed in installments as described in the Contract. You must pay by each installment due date to avoid both a \$25.00 late payment charge and holds placed against registration, grade reports, official transcripts, and refunds. If Student fails to pay on or before the fifth day after the due date, University may terminate the Contract at its option and require that Student vacate the room. In that event, University shall provide Student written notice no less than three (3) days prior to the day Student is directed to vacate the room.
- B. A student, who moves in after the beginning of the semester, will make payment of the first installment on or before move in. Notwithstanding anything to the contrary herein, you expressly agree that any University administered financial aid (scholarships, loans, grants, etc.) may be applied in total by University against amounts owed by you under the Contract.
- C. University will post a statement of charges for Student on University's MyMav system on the internet. Student's failure to receive a statement does not relieve you of the responsibility to pay on or before the due date. All payments due hereunder shall be delivered to Office of Student Accounts or paid online through University's MyMav system on or before the due date.
- D. You covenant and agree to pay all expenses incurred by University in collecting the total amounts due under this Contract, including collection fees, reasonable attorney fees, court costs, and other costs.

5. Cancellation, Refund, and Amounts Owed

- A. If Student completes the full admission procedures and is not admitted to University, you will receive a full refund of the deposit and any prepaid fees. Once admitted but before the Contract Start Date, you may cancel the Contract and recover previously paid fees according to the schedule below if written notice is postmarked before the Contract Start Date. **ALL CONTRACT CANCELLATIONS MUST BE ADDRESSED, IN WRITING, TO THE HOUSING OFFICE VIA EMAIL, FAX, OR LETTER.** If you cancel the Contract on or after the Contract Start Date, Student must vacate the room and must complete a Contract Release Notice in the UT Arlington Housing Office. You may receive a refund, if applicable, of pre-paid fees in accordance with the schedule printed below. University shall deduct from any refunds due any charge for damage to Student's room or the Residence Hall and other applicable charges pursuant to the Contract.
- B. If Student signs the Contract prior to the age of eighteen (18) and has failed to obtain the signature of the guardian or parent, the Contract may be canceled. Cancellation penalties and fees shall be assessed in accordance with Section 5C. below.
- C. The following is the schedule of refunds and amounts owed for contract cancellation. Students who terminate their contract early are responsible to pay contract cancellation fees as outlined below. In addition, students who are not enrolled as required, are academically suspended, are required to vacate for conduct reasons, or are judicially evicted will be responsible to pay the full amount of the contract through the date student vacates and any contract cancellation fees in accordance with the Contract Cancellation Schedule below.
- D. A Contract Cancellation must be received in writing for each contract signed.
- E. Student may request an early contract cancellation prior to the Contract Start Date. If contract cancellation is granted by University prior to Contract Start Date, Student shall be released from the Contract but shall pay penalties as described below. If contract cancellation is granted by University after Contract Start Date, Student shall pay the penalties as described below, unless University also approves an Academic or Military Exception as described below. Student may request an Academic Exception in the following instances: (i) Student is scheduled to graduate during the Term, (ii) Student is enrolled in a University Study Abroad Program during the Term, or (iii) Student is enrolled in a For-Credit Internship which requires daily travel further than 45 miles from the Residence Hall during the Term. Student may request a Military Exception if Student has received official orders requiring military deployment for more than 30 continuous days during the Term. Student must submit such official written documentation evidencing the reason for the request for an Academic or Military Exception as may be required by the University Housing Office. If University approves a request for contract cancellation for an Academic or Military Exception, Student may thereafter cancel this Contract upon the following conditions precedent: (i) Student shall give University written notice of contract cancellation not less than sixty (60) days prior to the contract cancellation date; (ii) Student must not be in default of this Contract at either the time of the giving of notice of contract cancellation to University or on the contract cancellation date; and (iii) Student must vacate the room in accordance with Section 9.
- F. Policies regarding transferring to and from UT Arlington Residence Halls and Apartments:
 - 1. During contract term, resident transfers from a Residence Hall to a University-Owned Apartment as a Lessee:
 - a. \$150 residence hall security deposit will transfer.
 - b. All other payments, penalties, and fees stay the same as outlined below.
 - 2. During contract term, resident transfers from a Residence Hall to a University-Owned Apartment as a Roommate:
 - a. \$150 residence hall security deposit is forfeited.
 - b. All other payments, penalties, and fees stay the same as outlined below.
 - 3. During contract term, Lessee transfers from a University-Owned Apartment to a Residence Hall:
 - a. \$150 apartment security deposit will transfer, if 60-day written notice is provided.
 - b. All other payments, penalties, and fees stay the same as outlined in the apartment lease.

**FALL AND SPRING CONTRACTS AND CANCELLATION SCHEDULE
FOR OCCUPANCY BEGINNING AUGUST 17, 2023 AND ENDING MAY 9, 2024**

This Contract is binding for the entire Academic Year (Fall and Spring Semesters) or any remaining portion thereof if the Contract is signed after the start of classes of the Fall semester. If Student terminates this Contract for the Fall or Spring semester, the Student will be responsible for the following housing charges:

A. CHARGES FOR THE FALL AND SPRING SEMESTERS:

1. **Contract Termination before August 17, 2023:**
 - a. **Student shall pay the following Contract Release Fee:**
 - 0% of housing charges for contracted period if contract is terminated between January 1, 2023 and April 30, 2023.
 - 10% of housing charges for contracted period if contract is terminated between May 1, 2023 and May 30, 2023.
 - 15% of housing charges for contracted period if contract is terminated between June 1, 2023 and June 30, 2023.
 - 20% of housing charges for contracted period if contract is terminated between July 1, 2023 and August 17, 2023.
2. **Contract Termination after August 17, 2023:**
 - a. **Student shall pay the Daily Contract Rate multiplied by number of days between the Contract Start Date and the later of the date Student terminates the contract or vacates the room, plus the following Contract Release Fee:**
 - 25% of remaining housing charges for termination between August 17, 2023 and September 16, 2023.
 - 50% of remaining housing charges for termination between September 17, 2023 and September 23, 2023.
 - 75% of remaining housing charges for termination between September 24, 2023 and September 30, 2023.
 - 85% of remaining housing charges for termination after September 30, 2023.

B. HOUSING DEPOSIT REFUND SCHEDULE

1. **Terminations made by the Student must be received on or before the following dates to be entitled to a Housing Deposit refund. The Student will be responsible for housing charges outlined above and the Housing Deposit refund will be made according to the following schedule:**
2. **Fall Semester - Returning Students Renewing Contract**
 - **Between contract signing and 7 calendar days after contract signing – 100% Housing Deposit refund**
 - **After contract signing and 7 calendar days - HOUSING DEPOSIT WILL NOT BE REFUNDED**
3. **Fall Semester - New Students with New Contract**
 - **After contract is signed until April 30, 2023 – 100% Housing Deposit refund**
 - **After April 30, 2023 – HOUSING DEPOSIT WILL NOT BE REFUNDED**

**WINTER SESSION CONTRACTS AND CANCELLATION SCHEDULE
FOR OCCUPANCY BEGINNING DECEMBER 15, 2023 AND ENDING JANUARY 11, 2024 (FOR CURRENT RESIDENTS ONLY)**

This Contract is binding for the entire Winter Session Semester or any remaining portion thereof if the Contract is signed after the start of classes of the Winter Session Semester. If a student terminates this Contract, the student will be responsible for the following housing charges:

A. CHARGES FOR WINTER SESSION SEMESTER:

1. **Contract Termination before December 15, 2023:**
 - a. **Student shall pay the following Contract Release Fee:**
 - 20% of housing charges for Contracted Period if Contract is terminated between November 1, 2023 and December 15, 2023.
2. **Contract Termination after December 15, 2023:**
 - a. **Student shall pay the Daily Contract Rate multiplied by number of days between the Contract Start Date and the later of the date Student terminates the Contract or vacates the room, plus the following Contract Release Fee:**
 - 25% of remaining housing charges for termination between December 15, 2023 and December 24, 2023.
 - 85% of remaining housing charges for termination after December 24, 2023.

B. HOUSING DEPOSIT REFUND SCHEDULE

1. **Terminations made by the Student must be received on or before the following dates to be entitled to a Housing Deposit refund. The Student will be responsible for housing charges outlined above and the Housing Deposit refund will be made according to the following schedule:**
 - a. **WINTER SESSION:**
 - **After contract is signed until October 31, 2023 - 100% Housing Deposit refund**
 - **After October 31, 2023 – HOUSING DEPOSIT WILL NOT BE REFUNDED**

**SPRING SEMESTER ONLY CONTRACTS AND CANCELLATION SCHEDULE
FOR OCCUPANCY BEGINNING JANUARY 12, 2024 AND ENDING MAY 9, 2024**

This Contract is binding for the entire Spring Semester or any remaining portion thereof if the Contract is signed after the start of classes of the spring semester. If Student terminates this Contract for the spring semester, the Student will be responsible for the following housing charges:

- A. CHARGES FOR THE SPRING SEMESTER (New Spring Assigned Students Only):**
1. **Contract Termination before January 12, 2024:**
 - a. Student shall pay the following Contract Release Fee:
 - 20% of housing charges for Contracted Period if Contract is terminated between October 1, 2023 and January 12, 2024.
 2. **Contract Termination after January 12, 2024:**
 - a. Student shall pay the Daily Contract Rate multiplied by number of days between the Contract Start Date and the later of the date Student terminates the Contract or vacates the room, plus the following Contract Release Fee:
 - 25% of remaining housing charges for termination between January 12, 2024 and February 8, 2024.
 - 50% of remaining housing charges for termination between February 9, 2024 and February 15, 2024.
 - 75% of remaining housing charges for termination between February 16, 2024 and February 22, 2024.
 - 85% of remaining housing charges for termination after February 22, 2024.
- B. HOUSING DEPOSIT REFUND SCHEDULE**
1. Terminations made by the Student must be received on or before the following dates to be entitled to a Housing Deposit refund. The Student will be responsible for housing charges outlined above and the Housing Deposit refund will be made according to the following schedule:
 - a. **Spring Semester – (New Spring Assigned Students Only):**
 - After contract is signed until September 30, 2023 - 100% Housing Deposit refund
 - After September 30, 2023 – HOUSING DEPOSIT WILL NOT BE REFUNDED

**SUMMER INTERSESSION AND SUMMER SESSION I CONTRACTS AND CANCELLATION SCHEDULE
FOR OCCUPANCY BEGINNING MAY 10, 2024 AND ENDING JULY 9, 2024 (FOR CURRENT RESIDENTS ONLY)**

This Contract is binding for the entire Summer Intercession and Summer Session I Semester or any remaining portion thereof if the Contract is signed after the start of classes of the Summer Intercession. If Student terminates this Contract, the Student will be responsible for the following housing charges:

- A. CHARGES FOR SUMMER INTERSESSION and SUMMER SESSION I SEMESTER:**
1. **Contract Termination before May 10, 2024:**
 - a. Student shall pay the following Contract Release Fee:
 - 20% of housing charges for Contracted Period if Contract is terminated between May 1, 2024 and May 10, 2024.
 2. **Contract Termination after May 10, 2024:**
 - a. Student shall pay the Daily Contract Rate multiplied by number of days between the Contract Start Date and the later of the date Student terminates the Contract or vacates the room, plus the following Contract Release Fee:
 - 25% of remaining housing charges for termination between May 10, 2024 and May 23, 2024.
 - 50% of remaining housing charges for termination between May 23, 2024 and May 27, 2024.
 - 85% of remaining housing charges for termination after May 27, 2024.
- B. HOUSING DEPOSIT REFUND SCHEDULE**
1. Terminations made by the Student must be received on or before the following dates to be entitled to a Housing Deposit refund. The Student will be responsible for housing charges outlined above and the Housing Deposit refund will be made according to the following schedule:
 - a. **SUMMER INTERSESSION AND SUMMER SESSION I – (Current Residents Only):**
 - After contract is signed until April 30, 2024 - 100% Housing Deposit refund
 - After April 30, 2024 – HOUSING DEPOSIT WILL NOT BE REFUNDED

**SUMMER INTERSESSION AND SUMMER 11 WEEK CONTRACTS AND CANCELLATION SCHEDULE
FOR OCCUPANCY BEGINNING MAY 10, 2024 AND ENDING AUGUST 10, 2024 (FOR CURRENT RESIDENTS ONLY)**

This Contract is binding for the entire Summer Intersession and Summer 11Week Session Semester or any remaining portion thereof if the Contract is signed after the start of classes of the Summer Intersession. If Student terminates this Contract, the Student will be responsible for the following housing charges:

A. CHARGES FOR SUMMER INTERSESSION and SUMMER 11 WEEK SESSION SEMESTER:

1. **Contract Termination before May 10, 2024:**
 - a. **Student shall pay the following Contract Release Fee:**
 - 20% of housing charges for Contracted Period if Contract is terminated between May 1, 2024 and the May 10, 2024.
2. **Contract Termination after May 10, 2024:**
 - a. **Student shall pay the Daily Contract Rate multiplied by number of days between the Contract Start Date and the later of the date Student terminates the Contract or vacates the room, plus the following Contract Release Fee:**
 - 25% of remaining housing charges for termination between May 10, 2024 and May 23, 2024.
 - 50% of remaining housing charges for termination between May 23, 2024 and May 27, 2024.
 - 85% of remaining housing charges for termination after May 27, 2024.

B. HOUSING DEPOSIT REFUND SCHEDULE

1. **Terminations made by the Student must be received on or before the following dates to be entitled to a Housing Deposit refund. The Student will be responsible for housing charges outlined above and the Housing Deposit refund will be made according to the following schedule:**
 - a. **SUMMER INTERSESSION AND SUMMER 11 WEEK SESSION – (Current Residents Only):**
 - After contract is signed until April 30, 2024 - 100% Housing Deposit refund
 - After April 30, 2024 – HOUSING DEPOSIT WILL NOT BE REFUNDED

**SUMMER 14 WEEK CONTRACTS AND CANCELLATION SCHEDULE
FOR OCCUPANCY BEGINNING MAY 12, 2024 AND ENDING AUGUST 10, 2024**

This Contract is binding for the entire Summer 14 Week Session Semester or any remaining portion thereof if the Contract is signed after the start of classes of the Summer 14 Week Session. If Student terminates this Contract, the Student will be responsible for the following housing charges:

A. CHARGES FOR SUMMER 14 WEEK SESSION SEMESTER:

1. **Contract Termination before May 12, 2024:**
 - a. **Student shall pay the following Contract Release Fee:**
 - 20% of housing charges for Contracted Period if Contract is terminated between May 1, 2024 and May 12, 2024.
2. **Contract Termination after May 12, 2024: Student shall pay the Daily Contract Rate multiplied by number of days between the Contract Start Date and the later of the date Student terminates the Contract or vacates the room, plus the following Contract Release Fee:**
 - 25% of remaining housing charges for termination between May 12, 2024 and May 23, 2024.
 - 50% of remaining housing charges for termination between May 23, 2024 and May 27, 2024.
 - 85% of remaining housing charges for termination after May 27, 2024.

B. HOUSING DEPOSIT REFUND SCHEDULE

1. **Terminations made by the Student must be received on or before the following dates to be entitled to a Housing Deposit refund. The Student will be responsible for housing charges outlined above and the Housing Deposit refund will be made according to the following schedule:**
 - a. **SUMMER 14 WEEK SESSION:**
 - After contract is signed until April 30, 2024 - 100% Housing Deposit refund
 - After April 30, 2024 – HOUSING DEPOSIT WILL NOT BE REFUNDED

**SUMMER SESSION I CONTRACTS AND CANCELLATION SCHEDULE
FOR OCCUPANCY BEGINNING JUNE 2, 2024 AND ENDING JULY 9, 2024**

This Contract is binding for the entire Summer Session I Semester or any remaining portion thereof if the Contract is signed after the start of classes of the Summer Session I Semester. If Student terminates this Contract, the Student will be responsible for the following housing charges:

A. CHARGES FOR SUMMER SESSION I SEMESTER:

B. Contract Termination before June 2, 2024:

a. Student shall pay the following Contract Release Fee:

- 20% of housing charges for Contracted Period if Contract is terminated between May 1, 2024 and June 2, 2024.

C. Contract Termination after June 2, 2024:

a. Student shall pay the Daily Contract Rate multiplied by number of days between the Contract Start Date and the later of the date Student terminates the Contract or vacates the room, plus the following Contract Release Fee:

- 25% of remaining housing charges for termination between June 2, 2024 and June 13, 2024.
- 50% of remaining housing charges for termination between June 13, 2024 and June 20, 2024.
- 85% of remaining housing charges for termination after June 20, 2024.

B. HOUSING DEPOSIT REFUND SCHEDULE

1. Terminations made by the Student must be received on or before the following dates to be entitled to a Housing Deposit refund. The Student will be responsible for housing charges outlined above and the Housing Deposit refund will be made according to the following schedule:

a. SUMMER SESSION I:

- After contract is signed until April 30, 2024 - 100% Housing Deposit refund
- After April 30, 2024 – HOUSING DEPOSIT WILL NOT BE REFUNDED

**SUMMER 11 WEEK SESSION CONTRACTS AND CANCELLATION SCHEDULE
FOR OCCUPANCY BEGINNING JUNE 2, 2024 AND ENDING AUGUST 10, 2024.**

This Contract is binding for the entire Summer 11Week Session or any remaining portion thereof if the Contract is signed after the start of classes of the Summer 11 Week Session. If Student terminates this Contract, the Student will be responsible for the following housing charges:

A. CHARGES FOR SUMMER 11 WEEK SESSION SEMESTER:

1. Contract Termination before June 2, 2024:

a. Student shall pay the following Contract Release Fee:

- 20% of housing charges for Contracted Period if contract is terminated between May 1, 2024 and June 2, 2024.

2. Contract Termination after June 2, 2024:

a. Student shall pay the Daily Contract Rate multiplied by number of days between the Contract Start Date and the later of the date Student terminates the Contract or vacates the room, plus the following Contract Release Fee:

- 25% of remaining housing charges for termination between June 2, 2024 and June 13, 2024.
- 50% of remaining housing charges for termination between June 13, 2024 and June 20, 2024.
- 85% of remaining housing charges for termination after June 20, 2024.

B. HOUSING DEPOSIT REFUND SCHEDULE

1. Terminations made by the Student must be received on or before the following dates to be entitled to a Housing Deposit refund. The Student will be responsible for housing charges outlined above and the Housing Deposit refund will be made according to the following schedule:

a. SUMMER 11 WEEK SESSION:

- After contract is signed until April 30, 2024 - 100% Housing Deposit refund
- After April 30, 2024 – HOUSING DEPOSIT WILL NOT BE REFUNDED

**SUMMER SESSION II CONTRACTS AND CANCELLATION SCHEDULE
FOR OCCUPANCY BEGINNING JULY 9, 2024 AND ENDING AUGUST 10, 2024**

This Contract is binding for the entire Summer Session II Semester or any remaining portion thereof if the Contract is signed after the start of classes of the Summer Session II Semester. If Student terminates this Contract, the Student will be responsible for the following housing charges:

A. CHARGES FOR SUMMER SESSION II SEMESTER:

1. Contract Termination before July 9, 2024:

a. Student shall pay the following Contract Release Fee:

- 20% of housing charges for Contracted Period if Contract is terminated between June 1, 2024 and July 9, 2024.

2. Contract Termination after July 9, 2024:

a. Student shall pay the Daily Contract Rate multiplied by number of days between the Contract Start Date and the later of the date Student terminates the contract or vacates the room, plus the following Contract Release Fee:

- 25% of remaining housing charges for termination between July 9, 2024 and July 19, 2024.
- 50% of remaining housing charges for termination between July 20, 2024 and July 26, 2024.
- 85% of remaining housing charges for termination after July 26, 2024.

B. HOUSING DEPOSIT REFUND SCHEDULE

1. Terminations made by the Student must be received on or before the following dates to be entitled to a Housing Deposit refund. The Student will be responsible for housing charges outlined above and the Housing Deposit refund will be made according to the following schedule:

a. SUMMER SESSION II:

- After contract is signed until May 31, 2024 - 100% Housing Deposit refund
- After May 31, 2024– HOUSING DEPOSIT WILL NOT BE REFUNDED

6. Room Assignments

- A. It is the policy of University to assign roommates without regard to veteran status, race, religion, age, sexual preference, disabilities, or national origin. Generally, Student may request to live with a designated student based on a self-selection process. In this instance, Student preference profiles may be considered by Student but will not be considered by University. If Student does not self-select a room space, University will assign a space to the Student. Alternatively, University may try to match roommates based on Student preference profiles. In any case, University cannot guarantee requested preferences in the room assignment process. University may assign or reassign Student without regard to requested preferences to a specific hall, room, or roommate.
- B. If Student executes multiple contracts for housing accommodations in University-Owned and managed properties for an overlapping academic term, University may terminate the earliest executed contract(s). In such instance, University will email contract termination notice to Student in accordance with Section 17.
- C. Students without disabilities may reside in Residence Hall rooms which have been specifically designed to accommodate persons with disabilities. In the event a Residence Hall room is needed to accommodate a person with a disability, Student may be required to relocate to alternate University Campus Housing accommodations. In this instance, University shall pay reasonable moving expenses to relocate occupant(s) to alternate accommodations. In this instance, University shall provide no less than three (3) days written notice prior to terminating the existing Contract. In addition, University will also credit \$300 to each relocated student in appreciation of any inconvenience the student may experience.
- D. If permanent space is not available, the UT Arlington Housing Office may place Student in temporary space until permanent space is available. During this period, Student will earn a 25% credit on the daily rate of the room portion of the Contract. If the UT Arlington Housing Office places Student in a temporary space, Student is bound to the terms and conditions of the Contract through the fifth-class day. After the fifth-class day and before the UT Arlington Housing Office offers Student permanent space, Student may cancel the Contract upon written notice and payment of the prorated amount under the Contract for the number of days that Student occupied the temporary space.
- E. Only the person(s) assigned by the UT Arlington Housing Office to Student's room may reside in the room. The UT Arlington Housing Office reserves the right to make changes in room assignments for such reasons as the UT Arlington Housing Office determines to be appropriate in its sole and absolute discretion, including, without limitation, roommate conflicts, pending disciplinary action, non-compliance with University Regulations, and disruptions to the community.
- F. If Student fails to move to a new location within the Residence Halls within twenty-four hours after the UT Arlington Housing Office has issued to Student authorization or direction to move, Student may be assessed an improper check out fee and referred to the Office of Community Standards for disciplinary action.
- G. Single occupancy in double rooms is allowed only on University's prior approval, which may be withheld in its sole and absolute discretion. Requests for single occupancy must be submitted in writing to the Leasing Consultant in University Housing Office for approval. Single room occupancy in rooms designated as double occupancy will be charged at one and seven-tenths (1.7) times the double room rate. If the University has a waitlist for Residence Hall bed space, single room contracts may be changed to double room contracts. University will provide to Student a forty-eight (48) hour notice and the rent will be adjusted accordingly.
- H. If Student's roommate vacates the double room or if Student's suitemates all vacate the suite, Student agrees to accept another roommate or suitemate as assigned. Student may be asked to move to another room if requested by the UT Arlington Housing

Office. Failure to move may result in Student being charged a single room rate and improper check out fee in addition to a referral to the Office of Community Standards for disciplinary action.

- I. Room changes may be made only with the approval of the Residence Director. Hall and/or room type changes may be made only with approval of the UT Arlington Housing Office. Students who complete a hall and/or room type change will be required to sign a new contract. Once signed, no changes will be made to the contract until two weeks after the Residence Halls open. Requests for changes will be accepted on opening day and afterwards.
- J. University reserves the right to consolidate vacancies and close all or part of Residence Halls.

7. Accommodations

- A. Students requesting to receive consideration for Americans with Disabilities Act (ADA) accommodations must verify their disability with the Office for Students with Disabilities by completing all necessary paperwork, including the “Special Accommodations Request Form.”
- B. Students with temporary medical conditions who are requesting to receive consideration for special accommodations must complete and submit a “Request for Special Accommodations related to a Temporary Medical Condition Form” with the Housing Office.

8. Move-In; Occupancy

- A. Student may move in on the first day of the Contract Period. Student may be required to schedule a move-in appointment in advance to limit the number of students moving into the residence halls at the same time. In addition, move-in activity may be expanded to a multi-day period at the discretion of the University.
- B. If Student fails to move in by 5:00 p.m. one day before classes begin, University may terminate the Contract and Student will forfeit the deposit and will be assessed a contract release fee in accordance with Section 5 unless Student makes prior written arrangements with their Residence Director to move in on a later date.
- C. If Student is permitted by the UT Arlington Apartment and Residence Life Office to move in early, or if Student accepts a room key, places any belongings in a room, or requests to have Student’s space held after 5 p.m. one day before classes begin, the Contract will be effective the earlier of the date of any such action or the starting date of the Contract Period and you will be liable for the Contract. If the effective date of the Contract, as provided in this paragraph, is earlier than the starting date of the Contract Period as stated in the Contract, these terms and conditions shall apply commencing on that earlier date. In this instance, Student will be responsible to pay a non-refundable \$30 per night fee during the early arrival period.
- D. Occupancy of Student’s room by Student shall constitute Student’s confirmation that the room (including equipment, furniture, and fixtures) is clean, sanitary and in good working order and condition at the time of such occupancy.
- E. Residence Halls will open on the days and times summarized below:

| Academic Term | Residence Hall Opening Day | Residence Hall Opening Time |
|---------------------------------------|--|------------------------------------|
| Fall | Thursday before the first day of classes | 9am |
| Spring | Friday before the first day of classes | 9am |
| Winter Session | Friday before the first day of classes | 9am |
| Summer Intersession and Summer I | Friday before the first day of classes | 10am |
| Summer Intersession and Summer 11Week | Friday before the first day of classes | 10am |
| Summer I and 11 Week | Sunday before the first day of classes | 10am |
| Summer 14 Week | Sunday before the first day of classes | 10am |
| Summer II | First day of classes | 12pm |

- F. The Fall and Spring semesters contract does not permit use of a room between Fall and Spring semesters and after the end of the Spring semester. The UT Arlington Housing Office will designate specific rooms in the Residence Halls, which will be the only Residence Halls providing student housing for Winter session, Summer Intersession and/or Summer school. Student must execute a separate Contract for Winter session, Summer Intersession and/or Summer school housing and pay for additional dates of occupancy if Winter session, Summer Intersession and/or Summer school housing is desired. Students who do not live in the designated Winter session hall(s) for Fall and Spring semesters would be required to relocate temporarily for Winter session housing. In this instance, residents who do not reside in a Residence Hall where Winter session housing is available would move into a designated Residence Hall for Winter session housing on December 15, 2023 and return to their permanent housing assignment on January 11, 2024 at 9:00 a.m. (coinciding with early arrival schedule.)
- G. If Student plans to return to the same room in the Spring semester that Student used in the Fall semester, Student may leave Student’s possessions in the room, but Student will not be able to live in or visit the room between semesters.

9. Vacating Room; Checkout

- A. During the Fall and Spring Contract Period, Student shall vacate Student's room within 24 hours after Student’s last final exam finishes or by 10:00am on the day after final exams end, whichever comes first. During the Summer Contract Period, Student shall vacate Student's room within 24 hours after Student’s last final exam finishes or by 10 a.m. on the day after final exams end, whichever comes first.
- B. If Student withdraws from University during the Contract Period, Student must vacate the room within twenty-four (24) hours after withdrawal. Failure to follow these procedures will result in charges as outlined in Sections 8B and 8C.
- C. Student must complete all UT Arlington Housing Office checkout procedures and return all room and/or closet keys to avoid improper checkout charges. Failure to follow those procedures will result in improper checkout charges (\$10-\$50.00). Failure

to return keys will result in an additional \$80 charge for lock changes per key. An improper checkout may include, but is not limited to: failure to clean, vacuum, or check out with the Resident Assistant.

- D. If Student graduates at the end of the Fall or Spring semester, Student may stay in the Residence Halls without additional charge through the date of Student’s commencement ceremonies if Student makes a written request to the Residence Director on or before the tenth day prior to the ending date of the Contract Period. Notwithstanding the foregoing, Student shall check out of Student’s assigned room within 24 hours after Student’s last final exam finishes or by 10:00 a.m. on the day after final exams end whichever comes first, or 24 hours after Student’s Commencement Ceremony for graduating students.
- E. Residence Halls will close on the days and times summarized below:

| Academic Term | Residence Hall Closing Day | Residence Hall Closing Time |
|---------------------------------------|----------------------------|-----------------------------|
| Fall | Day after final exams end | 12pm |
| Spring | Day after final exams end | 12pm |
| Winter Session | Day after final exams end | 12pm |
| Summer Intersession and Summer I | Day after final exams end | 10am |
| Summer Intersession and Summer 11Week | Day after final exams end | 10am |
| Summer I and 11 Week | Day after final exams end | 10am |
| Summer 14 Week | Day after final exams end | 10am |
| Summer II | Day after final exams end | 10am |

- F. Each semester the UT Arlington Housing Office may make a room available for special occupancy at an additional charge to Student if Student’s school or college schedules exams after the end of regularly scheduled exams or after the normal University Residence Hall closing dates. Student must request special occupancy in writing and pay all charges for the special occupancy.
- G. If Student fails to vacate by the last day of the Contract Period or within 24 hours after Student withdraws from University, Student will be charged \$100 in liquidated damages and triple the daily rate charges for the holdover period. Further, Student shall indemnify University and prospective residents from damages, costs, and expenses, including, without limitation, lost revenues, lodging expenses, and attorney’s fees, arising out of, or related to, Student’s failure to timely vacate.
- H. **ABANDONMENT:** Student shall be deemed to have abandoned the Premises when all of the following have occurred; (1) Student appears to have moved out in UTA’s reasonable judgment; (2) clothes, furniture, and personal belongings have been substantially removed in UTA’s reasonable judgment; (3) Student has been in default for non-payment of Rent for 3 business days or the contract termination date has passed; and (4) student 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 student’s right of possession and gives UTA the immediate right to remove items of personal property, clean up, make repairs, and relet the Premises. Property removed after an abandonment or judicial eviction may be disposed of in any manner deemed appropriate by UTA. UTA has no duty to store property after a judicial eviction or abandonment.

10. Care of Facilities; Equipment; Pets; Smoking; Pest Control; Weapons

- A. Student is responsible for always keeping Student’s room in a neat and orderly fashion. Student shall not cause or permit to be caused damage or alterations to the room, furniture, or equipment. All costs associated with repairs arising from or related to Student’s failure to comply with the foregoing requirements shall be paid by Student to University promptly on demand.
- B. Student specifically agrees to be liable for damages or other loss that Student or Student’s guest(s) cause to the Residence Hall, Student’s room, or any furniture or equipment, except for wear and tear originating from utilizing the building, room, furniture, and fixtures in such a fashion as they were originally intended. Title to damaged property will remain with University.
- C. No Animals are permitted except for service animals or approved emotional support animals for persons with disabilities, or fish in small (10 gallons or less) aquariums. No unapproved animals are allowed (even temporarily) anywhere in or about the Student’s Residence Hall or Student’s room. In advance of housing an emotional support animal, Student must register and obtain approval from the Office of Students with Disabilities and Student must complete the necessary animal registration process with University Housing.
- D. The University of Texas at Arlington is a Tobacco Free Campus. In effect as of September 1, 2019, Texas law makes it illegal for anyone under 21 to use or possess tobacco and nicotine products—except for military members. The law raises the age from 18 and makes it a class C misdemeanor to possess, purchase, consume or receive cigarettes, e-cigarettes, or tobacco products. UTA is a tobacco-free campus—and has been since 2011. The use of all tobacco products—including cigarettes, cigars, pipes, smokeless tobacco, electronic cigarettes, vaping devices, and other tobacco products—is prohibited everywhere on campus. The ban encompasses all outside property and grounds on UTA and its affiliated campuses. More information and resources on how to quit smoking can be found on the UTA Tobacco Free website: <https://www.uta.edu/tobaccofree>. Thus, smoking is not permitted inside Residence Halls or on campus. Violation of the smoking policy will result in a fine of \$50 for each violation, and the repeated violation of the smoking policy by Student /or Student’s guest(s) is a breach of this Contract.
- E. Residents are responsible for cooperating with pest control services. Residents may be required to wash, clean, relocate, and/or permanently remove personal property from the residence to prepare for and comply with pest control treatments. Student agrees that Student has inspected the Student’s room prior to move in and is not aware of any signs of bed bugs or any other pest infestation or will inspect Student’s room within 72 hours after move-in and notify UTA immediately of any bed bugs or any other pest infestation. Prior to move in, Student is required to disclose information about any exposure to bed bugs or any other pests in previous dwellings. Student agrees that: (1) Student 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) Student has previously been exposed to bed bugs or any other pest but all of Student’s personal property has been treated by a licensed pest control professional and is free from further infestation. Student is required to fully cooperate with

UTA and the pest control services to access the Student's room at reasonable times to inspect or treat bed bugs or any other pest. Student 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 by UTA. Failure to do so is a Contract violation and UTA may terminate this Contract and right of occupancy and exercise all rights and remedies under the Contract. Student must promptly notify UTA: of any known or suspected bed bugs or any other pest infestation in the Student's room 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 Student's room; and of any discovery that might indicate the presence of bed bugs or any other pest. Student must cooperate with UTA if bed bugs, or any other pest are confirmed. Student agrees that personal property that cannot be treated or cleaned must be destroyed and disposed of off-site. UTA has the right to have Student temporarily vacate UTA Housing and remove personal possessions for UTA to perform pest control treatments. Failure to comply is a violation and the University may terminate Student's Contract and right of occupancy and exercise all rights and remedies under the Contract. UTA has the right to require Student 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 Student's room after Student vacates, Student may be required to pay for cleaning and treatment costs. Student may also be held responsible for lost rental income and other expenses incurred by UTA to move or relocate residents in adjacent dwellings to perform pest control treatments in other student's rooms. If Student fails to pay for any of these costs, Student shall be in default, and UTA may terminate the Student's right of occupancy and exercise all rights and remedies under the Contract. If UTA allows the Student to transfer to another University-Owned Property, the Student must have all personal property treated by a licensed pest control professional according to accepted methods. In this instance, Student must provide documentation of the cleaning and treatment that is satisfactory to UTA.

F. WEAPONS: Weapons prohibited in UTA housing include firearms (including handguns, rifles, machine guns, short-barreled rifles or shotguns, etc.) fireworks, toy look-alike guns, paintball guns, pellet or BB guns, and decorative firearms (working or non-working) clubs, location restricted knives, explosive weapons, firearm silencers, armor-piercing ammunition, chemical dispensing devices (other than a small chemical dispenser sold commercially for personal protection), zip guns, tire deflation devices or improvised explosive devices. 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, to minimize the possibility of theft. For more information regarding Campus Carry, visit: www.uta.edu/campuscarry.

11. Conduct

- A. Student shall comply with all applicable state and federal criminal and civil laws, rules, and regulations, including, but not limited to, laws, rules and regulations governing the use or possession of alcoholic beverages, firearms, gambling, narcotics, and controlled substances. Noncompliance may subject Student to disciplinary action, including removal and suspension from University Housing.
- B. Student agrees to abide by the policies established by University for each hall. Violations of the policies may be referred to the Office of Community Standards. Housing policies can be found in the *Residence Hall Handbook*. Student agrees that personal property possessed by Student in University Housing in violation of law and/or University housing policies may be seized and disposed of by University at University's sole option and discretion in accordance with its policies on disposal of surplus property or other applicable policies.
- C. Student agrees that if Student is found by University to be in violation of the Contract, the Housing Policies contained within the current edition of *Residence Hall Handbook*, any University Regulations, any of the Rules and Regulation set forth by the Board of Regents of The University of Texas System, any Roommate Agreement documented and agreed upon by room and/or suitemates, or, if Student's actions are deemed disruptive to the community or the use and enjoyment of the residence halls by other students by an officer from University Housing, Student will be subject to University disciplinary action and may be required to change residence within University Residence Halls or to withdraw from University Housing. Student may also be prohibited from living in and/or have guest privileges revoked for other on-campus University Housing. Students suspended from University Housing will not be allowed to visit any on-campus Housing property, including Centennial Court Apartments and Greek Houses.
- D. Student agrees that personal property possessed by Student in University Housing in violation of law and/or University housing policies may be seized and disposed of by University at University's sole discretion in accordance with its policies of surplus property or other applicable policies.

12. Fire Safety and Emergency Services

- A. Fire safety devices are installed in all Residence Halls. Residents and guests must evacuate any Residence Hall any time that a fire alarm sounds. Failure to evacuate may result in disciplinary action. Tampering with fire safety equipment is a violation of state law and University regulations and may result in disciplinary action. Student may not disconnect, damage, or tamper in any way with fire safety devices. Student shall immediately report to Housing Maintenance, at 817-272-2000, the malfunction of any fire safety device including smoke detectors in Student's room.
- B. Student shall comply with Life Safety policies in every Residence Hall room and all common areas. University shall conduct regular inspections of Residence Hall rooms to ensure compliance with Life Safety policies. Specific policies concerning Life Safety may be found in the *Residence Hall Handbook*. The *Residence Hall Handbook* can be found online at www.uta.edu/housing. Violations of Life Safety policies may result in fines and disciplinary sanctions, including suspension from University Housing.

- C. For emergency services requiring an immediate police, fire or medical response, Student should immediately telephone UTA Police at 817-272-3003.

13. Meals

- A. Student must also execute a Meal Plan Contract with University in the form specified by University. Changes to Student's meal plan must be made in writing and submitted to the UT Arlington Housing Office within the first five (5) class days in each semester or five (5) days from the date of contract execution if executed after the 5th class day of a semester, whichever is greater. Unused meals are not refundable at the end of the Contract Period. Student's remaining dining dollars will be transferred from Fall to Spring with a valid Spring contract only. Unused Dining Dollars and College Park dollars at the end of the Spring semester will be converted to MavMoney.
- B. Meal service will begin with brunch or lunch on the first day of the Contract Period. No meal service will be provided during Summer Intersession or any University holidays except for Labor Day and Martin Luther King Jr. Day. The last meal served is dinner on the final day of exams each semester. Limited meal service may be available during Winter session when the university is open for an additional fee. Meals furnished under a Meal Plan Contract are not transferable to another person.

14. Rights and Obligations of University

- A. UNIVERSITY PERSONNEL, INCLUDING BUT NOT LIMITED TO SWORN POLICE OFFICERS, MAY ENTER STUDENT'S RESIDENTIAL SPACE AT ANY TIME IN THE EVENT OF AN EMERGENCY, TO PERFORM A WELFARE CHECK, AND/OR AT ANY REASONABLE TIME FOR ANY REASONABLE PURPOSE, INCLUDING, WITHOUT LIMITATION, INSPECTION, REPAIR, MAINTENANCE, NOTICE DELIVERY, OR INVESTIGATION OF VIOLATIONS OF LEASE TERMS, HANDBOOK TERMS, OR OTHER UNIVERSITY POLICIES AND PROCEDURES. STUDENT IS RESPONSIBLE FOR THE CONSEQUENCES OF VIOLATIONS OF FEDERAL, STATE, OR LOCAL LAWS DISCOVERED UPON ENTRY INTO THEIR RESIDENTIAL SPACE BY UNIVERSITY PERSONNEL, INCLUDING BUT NOT LIMITED TO SWORN POLICE OFFICERS. BY SIGNING THE CONTRACT, STUDENT SPECIFICALLY AGREES TO BE BOUND BY UNIVERSITY'S SEARCH AND ENTRY POLICIES AS THEY NOW EXIST OR MAY HEREAFTER BE AMENDED, AS SET FORTH IN UNIVERSITY POLICIES AND PROCEDURES.**
- B. Any duty of University to remedy or repair conditions materially affecting the physical health or safety of a student is limited to as established by applicable law. Student shall give written notice to the UT Arlington Housing Office specifying such conditions upon Student's discovery of such conditions.
- C. University is not responsible for loss or damage to personal property by theft, fire, or other casualty, whether such losses occur in Student's room, public areas, or elsewhere in the Residence Hall. Items left in Student's room or items temporarily stored by Student in the UT Arlington Housing Office storage areas, when Student checks out, will be disposed of by University in accordance with University policies then in effect.
- D. The UT Arlington Housing Office will install, change, or re-key a security device on any exterior door or window of Student's room after receiving a written request from Student. A charge for labor, materials, overhead and extra keys provided by the UT Arlington Housing Office shall be paid by Student promptly upon delivery of a statement for same from University, unless such charges are prohibited by applicable law.
- E. If University is prevented from completing the performance of any obligations under the Contract by an act of God or other occurrence whatsoever that is beyond the reasonable control of University, University shall be excused from the performance of such obligations to the fullest extent allowed by law.

15. Miscellaneous

- A. The Contract may be amended or supplemented only by an instrument in writing, executed by the party against whom enforcement is sought. The Contract and all documents incorporated in it contain the entire agreement of the parties, with respect to Student's license to use space in a University Residence Hall, 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 Tarrant 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. No solicitation or door-to-door sales of goods and services are allowed in the University Residence Hall. 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 University Residence Hall when Student has given specific invitation in advance for salespersons to come to the University Residence Hall for that purpose are not considered to be solicitation. No sales or offers of sales of goods or services within the University Residence Hall by Student on a continuing or scheduled basis is permitted

16. Internet, TV, and Phone Services

- A. **INTERNET SERVICE:** High-speed wired and Wi-Fi internet service is provided to each residence 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 residence hall.
- B. **TV SERVICE:** Effective July 31, 2021, cable, or satellite TV service to each residence and to any common areas within the residence halls will not be available. Students with their own subscription streaming service(s) such as Netflix, Prime, Hulu etc. may stream digital programming content in their residence through the university-provided internet service connection. In addition, student may use a local TV antenna for over-the-air TV reception provided the student-owned antenna is not affixed to or visible from the building exterior. TV service levels, providers, and/or channel offerings may be changed during the contract term if such changes apply uniformly to all residents of the residence hall.
- C. **PHONE SERVICE:** UTA does not provide phone service to resident rooms, which service must be arranged and paid for by the student if desired. Student 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:** Student 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.

17. Notices

- A. 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, or overnight courier, or when sent by email to the Student's UTA or other designated email address or to the University at the email address below, or when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to Student at the address of Student's assigned room during the Contract Period, addressed to Student before or after the Contract Period or to Guarantor at the address stated in the Residence Hall Contract, and addressed to University at the address stated below:

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

- B. If there is a Guarantor, any notice, request, or communication sent to University by either Student or Guarantor shall be binding on both Student and Guarantor.

18. Special Circumstances in the Event of a Public Health Crisis

- A. Public health crises may impact the University community and campus experience in unprecedented ways. UTA and impacted individuals have a joint responsibility to minimize risk and the potential spread of communicable disease within the campus community. In the event of a public health crisis, residents of UTA Housing should anticipate changes to the UTA housing and dining experience as UTA adheres to potentially evolving state and local executive orders. The below policies and guidelines are applicable to all residents in UTA Housing in the event of a public health crisis but are otherwise not required.
- B. **Health and Safety.** UTA expects that all members of the UTA Housing community - residents, staff, and visitors— will act in a manner that demonstrates respect and consideration for those around them, including respect and consideration for the health and safety of all community members. All residential students are prohibited from creating a health or safety hazard within UTA Housing, and UTA may request or require a resident or visitor to leave UTA Housing if their continued presence in the housing community poses a health or safety risk for community members. Adherence to health and safety requirements applies to all residents, staff, and visitors within UTA residence halls. Residential students are required to comply with health and safety laws, orders, ordinances, regulations and health and safety guidance adopted by UTA as it relates to public health crises. Guidance is expected to evolve as a public health crisis evolves and may include, but is not limited to, social distancing, limitations on mass gatherings, wearing a face covering, diagnostic and surveillance testing, contact tracing, disinfection protocols, limitations on guests into residence halls, and quarantine and isolation requirements.
- C. **Changes to Resident Requirements.** In the event of a public health crisis, residents should anticipate the following changes to resident requirements.
 1. **Social Distancing:** Depending on the property, UTA Housing offers private-bedroom accommodations with one student per bedroom or shared-bedroom accommodations with a maximum of two (2) students per bedroom. In this instance, roommates and suitemates are considered a "family unit" and exempt from social distancing rules within the assigned residential unit. However, students are expected to uphold social distancing guidelines in all common areas outside of their residence hall room or suite.
 2. **Face Coverings and Masks:** Face coverings or masks are required outside of the resident's assigned residence hall room or suite. This includes all common spaces including hallways, stairwells, elevators, lounges (social and study), kitchens, laundry rooms, mail centers, class/conference rooms, computer labs and other campus facilities.
 3. **Diagnostic and Surveillance Testing:** Residents may be encouraged to monitor their temperature daily. Residents who become ill or show signs of symptoms of an ongoing public health crisis should contact the Health Center or their personal care physician without delay. UTA Housing may make reasonable efforts to provide thermometers, but residents are encouraged to bring their own.
 4. **Contact Tracing:** Residents who test positive for an infectious disease or come into close contact with someone who tests positive for an infectious disease are required to complete a [Close Contact or Personal Diagnosis Form](#) and are strongly encouraged to cooperate with public health officials' quarantine orders and contact tracing efforts.

5. **Sanitation Protocols for Resident Rooms:** Residents are responsible for cleaning their assigned residential unit. Residents are encouraged to utilize the cleaning section of the Roommate Agreement form to share the responsibilities.
 6. **Limited Guests:** Out of respect for the health and welfare of others, inviting guests into residence halls will be discouraged and likely limited. UTA will monitor state and local information and data, and revised guest policies may be implemented as a public health crisis progresses.
 7. **Limited Mass Gatherings:** The University will monitor Centers for Disease Control and Prevention guidelines and Governor's Executive Orders related to gatherings and campus events. Additional guidance will be made available as soon as possible.
 8. **Resident Move In:** If resident move-in occurs during a public health crisis, residents may be required to schedule a move-in appointment to limit the number of students moving in at the same time. In addition, move-in activity may be expanded to a multi-day period.
- D. **Changes to Facility Amenities.** In the event of a public health crisis, residents should anticipate the following changes to facility amenities. Community spaces may or may not be open and face coverings may be required outside of the student's room or suite. Residents should wipe down surfaces in community spaces before and after use with university-provided cleaning products. Appropriate social distancing may need to be maintained, as well as being mindful of the size of rooms and occupancy limitations.
1. **Community Kitchens:** A sign-up process may be utilized for residents to reserve a time to use the community kitchens.
 2. **Community Laundry Rooms:** Use of community laundry rooms may be limited. A sign-up process may be utilized for residents to reserve a time to use the laundry rooms.
 3. **Computer Labs:** Computer equipment in computer labs may be limited to encourage social distancing. Laptop computers may be available to check out from the Central Library.
 4. **Lounges:** Furnishings in social and study lounges may be limited to encourage social distancing.
 5. **Elevators:** Elevator capacity may be limited based on the size of the elevator, so please use the stairs whenever possible. Signs with instructions may be placed in each elevator identifying the number of riders and where to stand.
 6. **Public Drinking Fountains, Water Filling Stations, and Ice Machines:** Services may be closed during the public health crisis.
- E. **Quarantine, Isolation, and Separation.** At any time, UTA may request or require a resident to leave UTA Housing when that resident's continued presence in the housing community poses a health or safety risk for community members. Residential students are required to comply with directives from UTA to leave their assigned space due to any public health crisis or emergency. Failure to comply is a violation of the Housing Contract and may subject a student to emergency removal from their assigned space. General requirements for self-quarantine or self-isolation include, but are not limited to, the following.
1. UTA Housing residents should be prepared to self-quarantine or self-isolate off-campus in accordance with the following public health guidelines.

| Public Health Concern | Health Care Response |
|---|--|
| Student has traveled to campus from a restricted travel zone. | <u>Self-quarantine</u> upon arrival in accordance with posted UTA guidance or recommendations from the Center for Disease Control. |
| Student has been in close contact with someone who has tested positive for an infectious disease. | <u>Self-quarantine</u> in accordance with posted UTA guidance or recommendations from the Center for Disease Control. |
| Student shows symptoms and has not been tested or test results pending. | <u>Self-isolate</u> until cleared by a health care professional. |
| Student has a positive infectious disease test. | Complete the Close Contact or Personal Diagnosis Form . |

2. Residents should have an evacuation strategy in place if needed to self-quarantine or self-isolate off-campus due to health or safety concerns. Residents are strongly encouraged to list an off-campus location with contact information where the student can evacuate if necessary.
3. Residents who do not have suitable off-campus accommodations for self-quarantine or self-isolation may be contacted later to explain further the reason they should be exempt from the requirement above.
4. Not all UTA Housing residential units are appropriate for self-quarantine or self-isolation. Students will be expected to self-quarantine or self-isolate off campus unless approved for an exception by the UTA Housing Quarantine and Isolation Committee.
5. UTA Housing residents who do not have suitable off-campus accommodations for quarantine or isolation may be required to self-quarantine or self-isolate in their assigned unit when possible or in alternate university-provided facilities in accordance with UTA directives. If a resident's roommate or a close contact tests positive for an infectious disease, the resident may be required to self-quarantine or self-isolate in their assigned residence when possible or in an alternate location in accordance with UTA directives. Such students will be allowed to re-enter their assigned housing facility once all self-quarantine or self-isolation protocols established by the University have been achieved.
6. UTA Housing residents will not have to pay additional housing charges to quarantine or isolate in university-provided facilities. University-provided facilities for quarantine or isolation may be owned and operated by UTA or owned and operated by a private company for the benefit of UTA. Space is limited, and residents may need to pay directly for their own off-campus accommodations if university-provided facilities dedicated to quarantine or isolation are unavailable.
7. Meal service can be provided for those students residing in quarantine or isolation. If the student already has a meal plan, UTA staff will work with the student to have meals delivered utilizing their meal plan. If the student does not have a meal plan or meals are required outside of the designated meal plan period, meal service can be provided on a cost-per-meal basis and charged to the student's account.
8. UTA Housing residents will not be provided reimbursement for lodging, meals, travel, or miscellaneous expenses related

- to off-campus quarantine or isolation. In addition, university housing and dining charges will not abate during periods of quarantine or isolation. [Emergency assistance funds](#) may be available to assist with quarantine or isolation expenses.
9. Removal from UTA Housing to isolate or quarantine does not constitute a termination of a residential student's housing contract.
 10. To encourage timely evacuation, residents should maintain an evacuation "Go Bag" which includes clothing, medication, books, and other essentials required for quarantine or isolation.
- F. **De-Densifying Efforts.** Residential students are required to comply with any de-densifying efforts needed on campus due to any public health crisis or emergency, including, but not limited to, the relocation of all or some residential students to alternate UTA provided housing. Relocation does not constitute a termination of a residential student's housing contract.
- G. **Dining Services.** Dining services, including where and how it will be offered to residential students, is subject to the discretion of UTA and is subject to modification to address public health concerns. Due to health and safety guidance adopted by UTA, Dining Services may limit the occupancy of dining halls, limit the amount of time students may reside within dining halls, or make other operational adjustments needed to address health and safety concerns. In addition, students should anticipate the following changes to Dining Services.
1. **Meal Plan Contracts:** Meal plan contracts may be reduced to reflect a suspension of Dining Services.
 2. **Food Service:** Dining staff may begin serving food, and self-service food stations may become unavailable. Impacted self-service areas may include salad bars in addition to drink, desert, grill, and pizza stations. Grab and Go dining options may also be available.
 3. **Seating Capacity:** Seating capacity may be changed to accommodate social distancing requirements. Overflow dining areas may be established outside of the existing dining rooms to accommodate expanded seating capacity.
 4. **Sanitation of Dining Areas:** Dining staff members may be available throughout the cafes to clean and sanitize tables as they become available, but staffing may be limited. Additionally, sanitizing sprays and wipes may be available throughout the dining areas for patrons to sanitize their own tables.
 5. **Student Requirements:** Students may be expected to uphold social distancing guidelines in all dining areas. Tables and chairs may be positioned to encourage compliance with social distancing and should not be relocated by patrons.
- H. **Cleaning.** UTA will implement and modify its cleaning protocols to address a public health crisis or emergency in the interest of minimizing the spread of disease. UTA will inform residential students on appropriate cleaning protocols within their assigned spaces to reduce the spread of infectious disease within residence halls.
- I. **Termination of Contract During Emergencies.** UTA reserves the right to terminate housing contracts due to public health crisis or emergency needs. This contract is offered by University Housing with the intent to provide housing regardless of changes to the academic schedule or manner of instruction provided by the University. University Housing does not anticipate closing or issuing a refund because of such adjustments. If part or all of university housing is closed due to an emergency or natural disaster, the University may terminate this contract without prior notice. In the event of an unanticipated, temporary campus housing closure, UTA reserves the right, in its sole discretion, to issue a pro-rated credit for the number of days campus housing was closed, but no such credit is guaranteed pursuant to this contract. Temporary campus housing closures do not automatically terminate a student's obligations under their signed University Residence Hall Contract. In no event shall the University be obligated to provide alternate housing to the student or to rebuild or replace any affected premises. Please note that if the affected student initially had a scholarship that covered housing, any amount refunded will be credited back to the original form of scholarship.
- J. **Notifications.** UTA will endeavor to update residents with timely information about important changes to health and safety guidance.
- K. **Notice of Conflict Provision.** In the event of a conflict between this Section 18 Special Circumstances in the Event of a Public Health Crisis and the previous provisions of this contract, Section 18 Special Circumstances in the Event of a Public Health Crisis will control.

19. Hold Harmless

- A. By signing and submitting the University Residence Hall Contract, you agree to release the University, its agents, and employees from any and all damages, liability, claims, expenses, or loss (collectively, "Claims") resulting from or arising out of your use of space within UTA Housing, including those related to the potential exposure to contagious viruses, infectious disease, or other public health crisis and you agree to indemnify and hold harmless the University, its agents, and employees from any Claims resulting from or arising out of your breach of the terms and conditions of your housing contract. You understand that by residing in UTA Housing, you are assuming the risks associated with communal living and, as in any shared living environment, those risks include potential exposure to contagious viruses and infectious disease.