**Apartment/Family Housing License Agreement**

***Academic Year 2011-2012***

***Instructions: Please read all sections of this Agreement before signing. This is a legally binding Agreement and is in effect for the entire term of the License Agreement selected in Section 2.***

This Apartment/Family Housing License Agreement ("License Agreement") for space in an apartment ("Apartment") yet to be assigned, is hereby made and entered into by the Regents of the University of Idaho, a public corporation, state educational institution and a body politic and corporate organized and existing under the Constitution and laws of the State of Idaho, hereinafter referred to as the "University" and the individual named below, a student at the University, hereinafter referred to as the "Student" as of this _____ day of _____, ____

NAME: _____
Last First Middle

Permanent Address: _____
Street City State Zip Code

Home Phone: _____Date of Birth: _____ UI ID No._____

**RECITALS**

**A. University owns, operates, and maintains a land grant university in the State of Idaho;**

**B. University Housing provides on-campus housing to University students;**

**C. The parties intend for this** License **Agreement to constitute a license for the use of an apartment space yet to be assigned by the University, and further intend that this Agreement will not constitute a lease and will not create or transfer an interest in or a lien upon real estate;**

**D. The foregoing recitals are incorporated into and made an integral part of this** License **Agreement.**

**LICENSE AGREEMENT**

**1.** License **Agreement.** The word "License Agreement" as used in this document means the provisions in this document, the terms and conditions of the Apartment Communities Handbook, University of Idaho Residential Data Connection Privilege Agreement, Fire Safety Regulations, Apartment Rates Schedule, Student Code of Conduct, and all other University policies effective for the 2011-2012 academic year, all of which are incorporated by this reference and made an integral part of this Agreement. This Agreement constitutes the entire agreement of the parties.

**2. Term of** License **Agreement.** *All License Agreements are for full month increments except Agreements ending in December, unless pre-approved in writing by University Housing.* **The 12-Month** License **Agreement offers the best rate. However, if the Student does not occupy the unit for a full twelve months, Student will be charged an additional $50 per month for each month the student occupied the apartment. The term of this Agreement shall be from:**

A. ____ less than 12 month License Agreement from Check-in _____ to Check-out_____._____
Rates subject to change July 1, 2011

B. ____ 12 month License Agreement from Check-in _____ _____to Check-out _____
Rates subject to change July 1, 2011

**All requests are subject to availability and approval by University Housing.**

**3. Occupants.** Student is responsible for ensuring that Student's spouse, dependents and guests and invitees of Student, Student's spouse and dependents, comply with all terms and conditions of the License Agreement. Their failure to comply shall be deemed a material breach of this License Agreement by Student. University Housing allows for the accommodation of a maximum of 2 occupants per bedroom in all apartment units. Requests for exceptions to this policy may be directed to the Customer Relations Manager.

**Student acknowledges and agrees that only Student, Student's spouse as identified below, and the following named legal dependent(s) will be permitted to occupy the Apartment: (if spouse is also a student , please record his/her student ID number along with his/her name).**

_____

_____



**4. Services Provided.** The University shall provide those utilities and services described as University-provided services in the Apartment Rates Schedule applicable to the apartment complex in which the Apartment is located, a copy of which will be provided to the Student at the time of Apartment assignment and may also be obtained by the Student from University Housing. The Apartment Rates Schedule may be amended from time to time by the University without notice. Student shall be responsible for all utilities and services other than University-provided utilities and services. The University shall have the right to temporarily interrupt University-provided utilities or services as the University at its discretion deems necessary due to accident or emergency or for repairs, alterations or improvements which in the judgment of the University are necessary or desirable. Student shall not be entitled to any rebate, credit, or reduction in the Apartment rate as a result of any interruption or failure of University-provided utilities, services, fixtures appliances or property, and, to the extent permitted by law, University and Student agree that University shall not be liable to Student, Student's spouse, dependents, guests or invitees for any damages, consequential or otherwise, resulting from such failure or interruption.

**5. Deposit.** Concurrently with Student's execution of an Apartment Housing Application, the Student shall pay a $200 Deposit (herein called the "Deposit") in order to ensure the faithful performance by the Student of all terms and conditions of this License Agreement and other Student obligations to the University. The University agrees to refund the Deposit to the Student within thirty (30) days following Student's surrender of the Apartment, less the carpet cleaning fee if (1) the Student has occupied the unit for the full term of this License Agreement, (2) the Apartment to which the Student has been assigned is left in as good a condition as at the time of original occupancy by Student, reasonable wear and tear excepted, and (3) the Student has satisfied all other Student financial obligations to the University.

6. Reservation fee. Once an apartment assignment is available, Student will receive an apartment assignment letter. Student shall, by the deadline stated in the apartment assignment letter, submit the Reservation Fee of $500 to reserve the apartment.

**7. Cancellation/Loss of Student Status.** If Student cancels his/her Apartment Housing Application in writing prior to the date on which an apartment is assigned to Student, a full refund of the Deposit will be made to Student within thirty (30) days after such cancellation. Once an apartment assignment is available, Student will receive an apartment assignment letter. If Student does not wish to take the offered apartment, student shall, by the deadline stated in the apartment assignment letter cancel the Apartment Housing Application in writing to receive his/her Deposit back. If Student fails to exercise either of these two options, Student shall forfeit his/her Deposit. The Reservation Fee will be returned to Student once Student has occupied the apartment for the full term of this Agreement, fulfilled all terms of the License Agreement, and satisfied all other Student financial obligations to the University. **Once the Student occupies the Apartment, the Student shall be obligated to pay all amounts due under this Agreement for the full duration of the term of this Agreement**. If prior to the expiration of the License Agreement, Student ceases to be registered as a student at the University, Student shall become ineligible to occupy the Apartment and shall forfeit the Deposit and the Reservation Fee, and Student shall be charged the less-than-twelve (12) month apartment rate, (at the current rates) for each month Student occupied the apartment. In limited cases, at the discretion of the University, a Student who has ceased to be registered as a Student at the University may be permitted to reside in University housing, but not necessarily in the Apartment assigned pursuant to this License Agreement, until a date designated by the University.

**8. Apartment Rates.** The Apartment rate for the Apartment to be assigned is published in the Apartment Rates Schedule applicable to the apartment complex in which the assigned Apartment is located. The rate due from Student will be assessed at the beginning of each semester for the entire semester.

**9. Payments.** Apartment fees are due the first day of each month. Financial aid, if applicable, will be applied to your UI account toward apartment charges after tuition and fees are paid. If there is still a credit balance, the student will be issued a refund check. Apartment fees are for the period beginning with the officially assigned date of availability of the Apartment. Applicable late fees ($50) will be assessed for each payment that is not made within the first five (5) days of each month.

**10. Renewal and Non-renewal.** In order for Student to continue occupying any Apartment/Family housing unit beyond the Agreement term stated in Paragraph 2, a new Agreement must be executed. The new License Agreement must be signed by Student and returned to University Housing three months prior to the end date on the current License Agreement. If Student has not signed and returned a new Agreement at least two months prior to the end date for the current License Agreement, University Housing may assign that Apartment to another Student for the following term. If Student does not intend to enter into a new License Agreement, Student is required to notify University Housing, preferably by e-mail at least 30 days before check-out. The Student is required to submit a *Confirmation of Intent to Vacate.* Failure to submit this form at least 30 days before Student vacates the unit will result in assessment of an improper check out fee of $50.00. Student also agrees to vacate his/her Apartment by the last day of his/her most recent License Agreement, or as stated on the C*onfirmation of Intent to Vacate* form.

**11**. **Early Termination of Agreement.** This License Agreement may be terminated prior to the last day of its term if the Student completes requirements for his/her degree or participates in an approved internship or student teaching program that requires that the Student live outside of Moscow, Idaho. Student is required to file a *Confirmation of Intent to Vacate* form at least thirty (30) days prior to the date of early termination. The rate of charges will be at either the less-than-twelve (12) month License Agreement rates, incurring the $50per month or the 12 month rate for each month the Student occupied the apartment. If Student fails to vacate by the date on the *Confirmation of Intent to Vacate* form, Student will be charged a daily rate until the apartment is actually vacated, plus Student shall forfeit the Deposit as well as the Reservation Fee. Further, if Student remains in the Apartment after the date on the *Confirmation of Intent to Vacate* form, without a written extension from University, Student is subject to removal from University Housing.

**12. Apartment Assignments.** Full-time registered University students are given preference for University housing. Part-time students must receive prior written approval to live in University Housing. University reserves the right to require the Student to relocate to another Apartment when such action is determined to be desirable by the University.

**13. Apartment Maintenance.** The Student is responsible for keeping the assigned Apartment, interior and exterior, clean and free from damage. The cost of any damage, repair or custodial services, beyond normal wear and tear, will be paid by the Student, plus an additional $10 processing fee. The Student shall reimburse the University for any cost, expenses or liabilities resulting from damage to the Apartment, Apartment complex, or grounds caused by the Student or by the spouse, dependents, guests, or invitees of the Student. The Student shall not remove University-owned property, equipment, fixtures or furniture from any Apartment or from the public areas of any apartment complex without prior written authorization from the University.

**14. Indemnity.** To the extent permitted by law, Student shall indemnify, defend and hold the State of Idaho and University and its governing board, employees, and agents, harmless from and against any and all claims, losses, damages, injuries, liabilities and all costs, including attorney's fees, court costs and expenses and liabilities incurred in or from any such claim arising from any breach or default in the performance of any obligation on Student's part to be performed under the terms of this License Agreement, or arising from any act, negligence, or the failure to act, of Student, Student's spouse, Student's dependents, or any of the their agents, invitees or guests.

**15. Alterations or Decorations.** No alteration to or decoration of the Apartment shall be made without prior written approval by the University, acting through University Housing. The University may require the Student, at the Student's expense, to remove any unapproved alterations or decorations. No alterations shall be made to the exterior of the assigned Apartment or the apartment complex to which the Student is assigned. No decorations or other items shall be posted on or attached to the exterior of the assigned Apartment or the apartment complex to which the Student is assigned without the prior written permission of the University, acting through University Housing. No personal property shall be stored outside the assigned Apartment, except with the prior written permission of the University, acting through University Housing. University may assess reasonable charges for the removal of property or items placed in contravention of this paragraph and for repairs to the assigned Apartment or the Apartment complex reasonably required as a result of the breach of this paragraph.

**16. Fire or Casualty Loss.** If the Student's assigned Apartment should at any time be rendered uninhabitable in whole or in part by fire or other casualty, the University may, at its option, either immediately terminate this Agreement without liability to Student, or repair and replace the damaged Apartment within a reasonable time. Alternatively, the University may, at its option, find alternative suitable housing for the Student.

**17. University Right of Entry.** The University shall at all times have the right to enter the Student's assigned Apartment without notice to or consent of Student when the University has reasonable cause to believe that (i) there exists an immediate threat to the health, safety or property of the occupants of the assigned Apartment or the Apartment complex, (ii) University or private property is at risk of damage or destruction, or (iii) the apartment unit or University property in the apartment unit is in need of inspection, repair or routine maintenance. Student authorizes University personnel to enter the assigned Apartment to close and secure it, to make necessary or desirable repairs, to show Apartment to prospective residents, for routine or other maintenance, for routine inspections, and for other purposes as deemed necessary or desirable by University.

**18. Regulations.** The Student agrees to abide by all University policies, rules and regulations, including but not limited to those set forth in this License Agreement, the Student Code of Conduct, the University of Idaho Residential Data Connection Privilege Agreement, Parking/Motor vehicle regulations, the Apartment Communities Handbook, and the Fire Safety Regulations, and any applicable local, state and federal laws.

**19. Pets.** No dogs or any other animals, fowl or reptiles (except fish), shall be permitted in the Apartment or the Apartment complex in which the Apartment is located. Upon prior approval by University Housing, an exception to this policy may be made for a service or assistance animal required by a qualified person with a disability.

**20. Cats and Birds**. Cats and birds are allowed, however the proper paper work must be submitted <u>before</u> the animal is moved in to the apartment. Contact University Housing for the proper paper work. There will be an additional $300 collected for a pet deposit. The pet deposit is returned at the end of the agreement minus any costs to cover damage to the apartment by the pet. The pet deposit does not apply to authorized service and assistance animals. Each apartment is limited to two animals; two cats, two birds or one of each.

**21. Firearms, Fireworks, and Explosive Devices and Substances.** Firearms and other dangerous weapons are strictly prohibited in Apartments/Family Housing and surrounding areas, including in private vehicles parked on University property. Dangerous weapons include, but are not limited to, knives, air rifles, BB guns, pellet guns, paintball guns, numchucks, throwing stars, or swords. Firearms and weapons are further defined in the Student Code of Conduct. The Moscow Police Department offers a 24-hour gun storage/retrieval service at the Police Campus Substation, 882-COPS (2677). Fireworks, gun powders (including ammunition), explosives, gasoline, and other explosives or flammable liquids/gases also are strictly prohibited within the Apartment/Family Housing Community and surrounding areas. This prohibition includes possession, storage and use of these items. Violations of this provision or the University's policies regarding these items may be referred to the University Judicial Council and may result in the immediate termination of your Apartment/Family Housing Agreement. Any prohibited item used for purposes of intimidation or harassment may be confiscated.

**22. Personal Property.** The University shall not be liable for loss of or damage to Student's personal property, wherever situated, due to fire, smoke, power outage, theft, water, or any other casualty or cause. Student is encouraged to obtain insurance adequately covering loss of or damage to Student's personal property. University does not provide such coverage.

**23. Substitution of Another Student.** This License Agreement may not be assigned, and any attempted assignment shall be void and shall not operate to release Student from Student's obligations under this License Agreement. The Student may, upon obtaining prior written approval from the University, be released from this License Agreement by finding another qualified student to occupy the assigned apartment. This will result in an additional charge of $50.00 per month for a less than 12 month License Agreement for each month Student occupied the apartment, or the 12-month rate, and the $200 deposit will be forfeited. Such new occupant is subject to approval by the University, at its sole discretion, under the provisions outlined in the Apartment Communities Handbook. After University has approved the proposed new occupant, University will enter into an agreement directly with the new occupant.



**24. Requirement to Vacate Apartment.** When this License Agreement expires and has not been renewed in writing, or when this License Agreement is otherwise terminated, Student shall immediately vacate the Apartment and remove all of Student's property from the Apartment and the Apartment complex in which the Apartment is located. If Student's property remains in the Apartment or Apartment complex after this License Agreement expires, without renewal or has been terminated, Student will be charged for the removal of any property and a reasonable storage fee. If Student's property is not reclaimed and storage fees paid within ten (10) days after the expiration or any termination of this License Agreement, such property will be treated as abandoned property and the University may sell or otherwise dispose of such property in any manner without liability. If Student fails to vacate the Apartment by the last day of the Agreement or by the date given on the *Confirmation of Intent to Vacate* form, shall forfeit both the Deposit and the Reservation Fee. Further, if Student remains after the last day of this Agreement without a written extension signed by University, Student and all other residents of the Apartment are subject to removal from University housing. Student is not considered checked-out until all keys are returned to University Housing. Student will continue to accrue daily charges until the keys are returned or a lock change has been processed.

**25. Costs.** Student shall pay all costs, including attorney's fees and costs, incurred by the University in the collection of charges due under this License Agreement, repossession of the assigned Apartment, and enforcement of the terms and conditions of this License Agreement.

**26. Termination by Default or Breach.** In the event of a default by Student, the University may exercise all rights and remedies available at law or in equity, including termination as set forth herein. The University may terminate the License Agreement in the event of any of the following circumstances: a) if the Student is in default in payment of the Apartment rate for more than ten (10) days after its due date, except where the University has agreed in writing to extend the period of payment; b) if the Student breaches, violates, fails to perform, or is in default of the performance of any of the terms or covenants or conditions of this License Agreement; c) if the Student fails to comply with any applicable rules and regulations including but not limited to those set forth in the Student Code of Conduct, the University of Idaho Residential Data Connection Privilege License Agreement, Parking/Motor vehicle regulations, the Apartment Community Handbook, Fire Safety Regulations, or any applicable local, state or federal laws; d) Student misrepresents information on Apartment/Family Housing Application, this License Agreement or other University of Idaho document; or e )if Student fails to respect the rights of fellow residents by creating or causing to be created an atmosphere which is not conducive to the successful pursuit of an academic degree. In the event this License Agreement is terminated in accordance with the provisions of this section, the Student shall be required to surrender the assigned Apartment and its fixtures to the University under the same terms, conditions and covenants as would apply under this License Agreement if the surrender were to take place at the end of the term of this Agreement. In the event this Agreement is terminated under the provisions of this section, the University may assign to another student the Apartment and fixtures or any part thereof on such terms and conditions as the University may determine to be appropriate. **TERMINATION OF THIS AGREEMENT IN ACCORDANCE WITH THE PROVISIONS OF THIS SECTION SHALL NOT RELIEVE THE STUDENT OF HIS/HER LIABILITIES AND OBLIGATIONS UNDER THIS AGREEMENT AND SUCH LIABILITIES AND OBLIGATIONS SHALL SURVIVE ANY SUCH TERMINATION.** The provision of the sections relating to the rights of the University upon default or breach by the Student shall survive any termination or expiration of this License Agreement.

The University may terminate this License Agreement by giving the Student 10 day's written notice. After such date of termination, the University shall be entitled, without further notice, to enter the Apartment and repossess the same, and to remove Student and Student's property without any liability for trespassing or otherwise. Student will forfeit the deposit and the reservation fee.

Notwithstanding the above, the University specifically reserves the right to immediately remove any individual from University Housing if the University, in its sole discretion, determines that the individual presents a danger to himself/herself or others or to property.

**27. Conviction of a Crime.** A student must notify University Housing in writing if Student, student's spouse, or dependents listed on the Agreement have ever been convicted of a crime or is currently being charged with a crime (the term conviction will be interpreted broadly and will include pleas of no contest, deferred adjudications, withheld judgments and similar dispositions). The student must provide University Housing a statement with a complete description of his/her actions and full details of the charges/sanctions against him/her. Failure to notify University Housing of a criminal conviction prior to university housing occupancy or immediately upon being charged or being convicted of a crime during University Housing occupancy may be grounds for denial of, or immediate removal from, University Housing.

Once University Housing has been notified by a Student that he/she has been convicted of a crime or is currently being charged, the matter will be reviewed. The University shall at all times have the right to determine residency eligibility.

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**28. Severability/Non-Waiver/Remedies Cumulative.** If any one or more of the provisions of this License Agreement, or the applicability of any such provision to a specific situation, shall be held invalid or unenforceable, such provision shall be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of this License Agreement and all other applications of any such provision shall not be affected thereby. The failure of the University to exercise any right or remedy available as a result of the Student's breach of any of the terms, covenants or conditions of this License Agreement shall not be deemed to be a waiver by the University of any such rights or remedies. No terms or conditions of this License Agreement required to be performed by the Student and no

breach thereof shall be waived, altered or modified, except by an express written instrument executed by the University. The receipt of Apartment rate charges by the University with the knowledge of the breach of any terms or conditions of this License Agreement shall not be deemed a waiver of such breach. Remedies of the University under the terms of this License Agreement are cumulative and are not exclusive of any other rights or remedies available at law or in equity.

**29. Venue/Governing Law.** This License Agreement shall be governed by the laws of the State of Idaho.

**THIS IS A LEGALLY BINDING LICENSE AGREEMENT AND IS IN EFFECT FOR THE ENTIRE LENGTH OF THE AGREEMENT SELECTED IN SECTION 2 OF THIS AGREEMENT.**

**By signing below, I acknowledge that I have read, understand and agree to all terms and conditions of this Apartment/Family Housing License Agreement.**

| | | | |
|---|---|---|---|
| Student Signature | Date | Housing Officer Signature | Date |
| Spouse Signature | Date | Title | |

**RELEASE OF INFORMATION UNDER FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT OF 1974 (FERPA):**

**If, during the term of this License Agreement, a University staff member has reason to believe that I have engaged in illegal activity or that illegal activity has occurred in my Assigned apartment, I hereby give permission to University staff to release information about me, including incident reports, location, and other pertinent information from my education records, as reasonably requested by law enforcement in order to assist in the investigation of the incident.**

Student Signature Date

The University of Idaho has a policy of non-discrimination on the basis of race, color, national origin, religion, sex, age, disability, or status as a Vietnam-era veteran. This policy applies to all programs, services, and facilities, and includes, but is not limited to, applications, admissions, access to programs and services and employment. Such discrimination is prohibited by Titles VI and VII of the Civil Rights Act of 1964, Title IX of the Educational Amendments of 1972, Sections 503 and 504 of the Rehabilitation Act of 1973, the Vietnam Era Veterans' Readjustment Assistance Act of 1974, the Age Discrimination Act of 1975, the Age Discrimination in Employment Act Amendments of 1978, the Americans with Disabilities Act of 1990, the Civil Rights act of 1991, and other state and federal laws and regulations. Questions and concerns about the application of these laws and regulations may be directed to the Human Rights Compliance office 885-4212, the Office of Civil Rights, U.S. Department of Education, or to the Office of Federal Contract Compliance Programs, U.S. Department of Labor.