Apartment/Family Housing License Agreement

Academic Year 2012-2013

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" or "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 term "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 2012-2013 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. Student does not have a leasehold interest in any Apartment, and there is no landlord-tenant relationship between the University and Student.

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. Regardless of move-in date, all License Agreements will end June 30. Student will be required to either renew her/his agreement or submit her/his intent-to-vacate form no later than April 1st.* **Students moving in after September 1 will be charged at the less-than-12 month rate.**

A. ____ less-than-12 month License Agreement from Check-in _____ to Check-out_____._____
Rates subject to change July 1, 2012.

B. ____ 12 month License Agreement from Check-in _____ _____to Check-out _____
Rates subject to change July 1, 2012.

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). If legal dependent(s) is/are over the age of 18, Student shall provide the previous year's federal tax return to show that child was claimed as a dependent.

_____

_____

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 which 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 in 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. Application Fee. An application fee of $30 is required to proceed with the application process. The application fee is paid online using a debit or credit card. The fee is non-refundable unless University Housing has no suitable and available unit.

6. **Deposit.** When an apartment assignment is made, the Student will receive an apartment assignment letter sent to her/his Vandal email address. The Student shall, by the deadline stated in the assignment letter, submit a deposit of $500 to reserve the apartment. The University agrees to refund the Deposit to Student within thirty (30) days following Student's surrender of the Apartment, less the carpet cleaning fee, if (1) Student has occupied the unit for the full term of this License Agreement, (2) the Apartment is left in as good condition as at the time of original occupancy by Student, reasonable wear and tear excepted, and (3) Student has satisfied all other Student financial obligations to the University.

7. Cancellation. 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. Cancellation is not permitted after Student occupies the Apartment. Upon occupancy, Student shall be obligated to pay all amounts due under this Agreement for the full duration of the term of this Agreement.

8. Loss of Student Status. . 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. Student shall be charged the less-than-twelve (12) month apartment rate (at the current rate) for each month Student occupied the Apartment. Student shall vacate the Apartment within 10 days of loss of student status. 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.

9. 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.

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

11. 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 two months prior to the end date of 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 the Apartment to another student for the following term. If Student does not intend to enter into a new License Agreement, Student must notify University Housing, preferably by e-mail, at least 30 days before check-out. Student must submit a *Confirmation of Intent to Vacate* form. 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 agrees to vacate his/her Apartment by the end date of his/her most recent License Agreement, or as stated on the *Confirmation of Intent to Vacate* form.

12. Early Termination of Agreement Due to Graduation or Internship. This License Agreement may be terminated prior to the end date if the Student completes requirements for his/her degree or participates in an approved internship or student teaching program with documentation from academic department/program that requires the Student to live outside of Moscow, Idaho. Student must 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 rate, incurring the $50 per month rate difference, or the 12 month rate for each month the Student occupied the apartment. Student's Deposit will be returned, less any charges for damage to the unit. 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 and shall forfeit the Deposit. 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.

13. 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 Student to relocate to another Apartment when such action is determined to be desirable by the University.

14. Apartment Maintenance. 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 Student, plus an additional $10 processing

fee. Student shall reimburse the University for any costs, expenses or liabilities resulting from damage to the Apartment, Apartment complex, or grounds caused by Student or by Student's spouse, dependents, guests, or invitees. 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.

15. 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.

16. 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 Student, at Student's expense, to remove any unapproved alterations or decorations. No alterations shall be made to the exterior of the assigned Apartment or apartment complex. No decorations or other items shall be posted on or attached to the exterior of the assigned Apartment or apartment complex 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 apartment complex reasonably required as a result of the breach of this paragraph.

17. Fire or Casualty Loss. If 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 Student.

18. University Right of Entry. The University shall at all times have the right to enter 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 or University property in the Apartment 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.

19. Regulations. 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.

20. 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.

21. Cats and Birds. Cats and birds are allowed; however, the proper paper work must be submitted before 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 License Agreement, less 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.

22. 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, nunchucks, 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.

23. 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.

24. 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. 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 deposit will be forfeited. Such new occupant is subject to approval by the University, in its sole discretion, under the provisions outlined in the Apartment Communities Handbook. After University has approved the proposed new occupant, University will enter into a license agreement directly with the new occupant.

25. 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 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 and the University may sell or otherwise dispose of such property in any manner without liability. A Student who 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 the Deposit. 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 eviction. 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.

26. Costs. Student shall pay all costs, including attorneys' fees and costs and collections agency fees and costs, incurred by the University in the collection of charges due under this License Agreement, repossession of the Assigned Room, and enforcement of the terms and conditions of this Agreement. Additionally, in the event of litigation relating to the subject matter of this License Agreement, including but not limited to a challenge to any term contained in this License Agreement, Student shall reimburse the University for all costs, including attorneys' fees and costs, resulting therefrom should the University be the prevailing party. The term "prevailing party" as used in this License Agreement means the party obtaining substantially the relief sought, whether by compromise, settlement or judgment. If a written settlement offer by the University is rejected and the judgment or award finally obtained is equal to or more favorable to the University than an offer made in writing to settle, the University is deemed to be the prevailing party from the date of the offer forward.

27. 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) 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 time for payment; b) Student breaches, violates, fails to perform, or is in default in the performance of any of the terms or covenants or conditions of this License Agreement; c) 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) Student fails to respect the rights of fellow residents by creating or causing to be created an atmosphere that 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, 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 License Agreement. In the event this License 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 STUDENT OF HIS/HER LIABILITIES AND OBLIGATIONS UNDER THIS AGREEMENT AND SUCH LIABILITIES AND OBLIGATIONS SHALL SURVIVE ANY SUCH TERMINATION.**

The University may terminate this License Agreement by giving Student 10 days' written notice. After the termination date, 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.

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.

28. Conviction of a Crime. Student must notify University Housing in writing if Student, Student's spouse, or a dependent listed on the License Agreement has ever been convicted of a crime or is currently 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, whether occurring as an adult or a juvenile.) Student must provide University Housing a statement with a complete description of his/her or the dependent's 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 with or 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 or a dependent has been charged with or convicted of a crime, the matter will be reviewed. The University shall at all times have the right to determine in its discretion if Student is eligible to occupy a university residence.

29. 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 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 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.

30. Venue/Governing Law. This License Agreement shall be governed by the laws of the State of Idaho. Venue of any legal action to enforce its terms shall be in Latah County, Idaho.

31. Communication/Notice. All communications between University Housing and Student that is initiated by University Housing, and all notice required by this License Agreement shall occur exclusively via email, using the Student's official email account that is registered with the University (i.e., "@vandals.uidaho.edu" or "@uidaho.edu"). Notice is deemed received upon delivery to the official email account. Student agrees to check his/her official email account daily and respond to all communications from University Housing promptly. Promptness will depend on the specific communication and circumstance, but under no circumstance should it exceed 72 hours from receipt.

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

By signing below, I acknowledge that I was given enough time and opportunity to consult with an attorney regarding this License Agreement, and 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, gender identity or expression, 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. Discrimination is further 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 and the ADA Amendments Act, 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, Access, and Inclusion office 885-4285, the Office of Civil Rights, U.S. Department of Education, or to the Office of Federal Contract Compliance Programs, U.S. Department of Labor.