

Apartment Housing License Agreement Academic Year 2024-2025

Instructions: Please read all sections of this License Agreement before signing. This is a legally binding Agreement and is in effect for the entire 2024-2025 academic year.

This Apartment Housing License Agreement (“License Agreement” or “Agreement”) for space in a Housing & Residence Life 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/staff/faculty at the University, hereinafter referred to as the “Resident”, as of this _____ day of _____, _____.

Resident Name: _____
Last First Middle

Permanent Address: _____
Street City State Zip Code

Home Phone: _____ Date of Birth: _____ UI ID Vandal No. _____

RECITALS

- A. University owns, operates, and maintains a land grant university in the State of Idaho.
- B. Housing & Residence Life provides on-campus housing to University students/staff/faculty.
- 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, the APM and all other University policies, as amended from time to time, each of which is available on the Housing & Residence Life website and all of which are incorporated by this reference and made an integral part of this Agreement.
 - 1.1. This License Agreement constitutes the entire agreement of the parties, sets forth all of the understandings and agreements between the parties, and supersedes all prior written or oral communications, understandings, or agreements between the parties relating to the subject matter contained herein.
 - 1.2. This License Agreement is not a lease and is not subject to Idaho landlord-tenant laws. It is a license to occupy housing as part of the academic living-learning community that the University has created as an integral aspect of the academic experience. A license is a revocable agreement, and as such, the University retains the right to revoke the right to occupy University residences at any time.
 - 1.3. This License Agreement does not grant possession of a particular housing unit or apartment community. Resident has no entitlement to live in a specific housing unit or apartment community. Resident may be temporarily or permanently relocated to occupy a different unit or apartment community or denied the privilege to live in any University housing at any time in accordance with University policies.
 - 1.4. The University reserves the right to make changes to this License Agreement and supporting policies from time to time without prior notice. The License Agreement in the form as it exists online on the Housing & Residence Life website is the governing document and contains the then-currently applicable policies and information.
2. **Term of License Agreement.** All License Agreements are for full month increments, unless pre-approved in writing by Housing & Residence Life. The default start and end dates for License Agreements are listed below and can only be adjusted by written approval from Housing and Residence Life. Resident will be required to either renew their agreement or submit their intent-to-vacate form no later than 60 days before the vacate date under this Agreement. **All requests are subject to availability and approval by Housing & Residence Life.**
 - First Time Agreement:
 - A. Agreement starts on August 1st, 2024, and will end on December 31st, 2024.
 - B. Agreement starts on August 1st, 2024, and will end on June 30th, 2025.
 - Apartment Agreement Renewal:
 - C. Agreement renewal starts on July 1st, 2024, and will end on December 31st, 2024.
 - D. Agreement renewal starts on July 1st, 2024, and will end on June 30th, 2025.
 - Spring Only Agreements:
 - E. Agreement starts on January 1st, 2025, and will end on June 30th, 2025.

- 3. Occupants.** Resident is responsible for ensuring that Resident's spouse, dependents, guests, and invitees 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 Resident. Housing & Residence Life allows for the accommodation of a maximum of two (2) occupants per bedroom in all apartment units. Requests for exceptions to this policy may be directed to the Associate Director for Housing Operations & Campus Services.

Resident acknowledges and agrees that only Resident, Resident's spouse, and legal dependent(s) will be permitted to occupy the Apartment: (if spouse is also a student/staff/faculty, please record their Vandal ID number along with their name). If legal dependent(s) is/are over the age of 18, Resident shall provide the previous year's federal tax return to show that legal dependent(s) was/were claimed as dependent(s). Further, Resident acknowledges and agrees to follow the guest policy outlined in the Apartment Housing Handbook.

- 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 community in which the Apartment is located, a copy of which is provided online and available to the Resident at any time, and which may also be obtained by the Resident from Housing & Residence Life. The Apartment Rates Schedule may be amended from time to time by the University without notice. Resident 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 sole 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. Resident 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 Resident agree that University shall not be liable to Resident or Resident'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 \$30.00 is required to proceed with the application process. The application fee shall be paid online using a debit or credit card. The application fee is a non-refundable fee.
- 6. Deposit.** When an apartment assignment is made, the Applicant will receive an apartment assignment letter sent to their Vandal email address. The Applicant shall, by the deadline stated in the assignment letter, submit a deposit of \$500.00 ("Deposit") to reserve an apartment unit. The University agrees to refund the Deposit to Resident within thirty (30) days following Resident's surrender of the Apartment, less the carpet cleaning fee, if (1) Resident has satisfied all of the terms of this License Agreement, including occupying an assigned 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 Resident, reasonable wear and tear excepted, (3) Resident does not have an Apartment Housing License Agreement for the following spring or fall semester, and (4) Resident has satisfied all other financial obligations to the University. Any damage to the apartment, reasonable wear and tear excepted, will be charged against the Deposit.
- 7. Occupancy; Cancellation of Application.** Occupancy occurs when Resident picks up a key for their assigned apartment unit. Actual physical occupancy of the assigned apartment unit by Resident and/or placement of Resident's possessions within the unit are not necessary to constitute occupancy. Resident may cancel their Apartment Housing Application in writing prior to the date on which an apartment is assigned to Resident and prior to paying the Deposit with no penalty. If Resident cancels their Apartment Housing Application in writing after paying the Deposit, the Resident will forfeit the entire \$500.00 Deposit. Cancellation is not permitted after occupancy. Once Resident picks up a key to the assigned apartment unit it is considered occupied, and Resident shall be obligated to pay all amounts due under this License Agreement for the full duration of the term of this License Agreement.
- 8. Loss of Student/Staff/Faculty Status.** If prior to the expiration of the License Agreement, Resident ceases to be registered as a student at the University, or ceases to be a full-time staff/faculty member, Resident shall (1) become ineligible for apartment unit occupancy and must vacate the assigned apartment unit within ten (10) days of ceasing to be registered/employed; (2) forfeit all amounts due under this License Agreement for the full duration of the term of this License Agreement; (3) forfeit the entire Deposit; and (4) be charged other applicable fees as indicated in this License Agreement. In accordance with the provision outlined in item (2) of this paragraph, should Housing and Residence Life assign a "new resident" to the apartment before the expiration of the Agreement Term, the Resident will solely bear responsibility for the months during which the apartment remained unoccupied. Resident shall vacate the Apartment within 10 days of loss of student/full-time employment status. In limited cases, at the sole discretion of the University, a Resident who has ceased to be registered as a student or employed full time at the University may be permitted to reside in Housing & Residence Life, 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 community in which the assigned Apartment is located. Charges will be deducted from Resident's financial aid, if applicable. The remaining balance covering occupancy during that particular semester must be paid in full on or before the first day of the applicable semester.

10. **Payments.** Apartment charges will be deducted from Resident's financial aid, if applicable. The remaining balance owing for occupancy during that particular semester shall be paid in full on or before the first day of the applicable semester. Alternatively, Resident can contact the Student Accounts Office, located in the Student Union Building, for additional payment options. Residents who do not pay on time will be subject to (1) late fees as outlined by the Student Accounts office and (2) a ten (10) day Apartment Housing License Agreement termination notice.
11. **Full-Time Graduate or Undergraduate Student Renewal and Non-renewal.** In order for Resident to continue occupying any Apartment housing unit beyond the Agreement term stated in Paragraph 2, a new Agreement must be executed. The Resident must complete a new Apartment application, and accept the terms of the new License Agreement, two months prior to the end date of the current License Agreement. If Resident has not completed a new License Agreement at least two months prior to the end date for the current License Agreement, Housing & Residence Life may assign the Apartment to another Resident for the following term. If Resident does not intend to enter into a new License Agreement, Resident must notify Housing & Residence Life, in writing, at least 60 days before check-out, by submitting a *Confirmation of Intent to Vacate* form. Failure to submit this form at least 60 days before Resident vacates the unit will result in assessment of a fee of \$100.00. Resident agrees to vacate their Apartment by the end date of their most recent License Agreement, or as stated on the *Confirmation of Intent to Vacate* form.
12. **Full-Time Faculty/Staff, or Post-Doc Apartment Renewal and Non-renewal.** *Faculty, Staff, or Post-Doc Residents may renew their apartment license ONE time, for a maximum occupancy of two years (24 months).* In order for Resident to continue occupying any Apartment housing unit beyond the Agreement term stated in Paragraph 2, a new Agreement must be executed. The Resident must complete a new Apartment application, and accept the terms of the new License Agreement, two months prior to the end date of the current License Agreement. If Resident has not completed a new License Agreement at least 60 days prior to the end date for the current License Agreement, Housing & Residence Life may assign the Apartment to another Resident for the following term. If Resident does not intend to enter into a new License Agreement, Resident must notify Housing & Residence Life, in writing, at least 60 days before check-out, by submitting a *Confirmation of Intent to Vacate* form. Failure to submit this form at least 60 days before Resident vacates the unit will result in assessment of a fee of \$100.00. Resident agrees to vacate their Apartment by the end date of their most recent License Agreement, or as stated on the *Confirmation of Intent to Vacate* form.
13. **Early Termination of Agreement Due to Graduation or Internship or Employment Separation.** This License Agreement may be terminated, at the University's sole discretion, and with prior written approval by Housing & Residence Life, prior to the end date if the Resident: (a) is a student who completes all requirements for their degree, or (b) is a student participating in an approved internship or student teaching program located more than 50 miles from Moscow, Idaho, and provides appropriate documentation from the academic department/program, or (c) is a faculty/staff who becomes separated from full-time employment with the University. Resident must file a *Confirmation of Intent to Vacate* form at least sixty (60) days prior to the date of early termination. Resident's Deposit will be returned, less the carpet cleaning fee and any charges for damage to the unit. If Resident fails to vacate by the date on the *Confirmation of Intent to Vacate* form, Resident will be charged a daily rate until the apartment is actually vacated and shall forfeit the Deposit entirely. Further, if Resident remains in the Apartment after the date on the *Confirmation of Intent to Vacate* form without a written extension from Housing, Resident is subject to immediate removal from Housing.
14. **Apartment Assignments.** Full-time registered University students are given preference for University housing. Part-time students must receive prior written approval to live in Housing. University of Idaho full-time Staff & Faculty may be offered an apartment if occupancy allows. The University reserves the right to require Resident to relocate to another Apartment when such action is determined to be desirable by the University.
15. **Apartment Maintenance.** Resident is responsible for completing the Apartment Condition Form, included in their check-in packet and returning it to the Housing & Residence Life office within three (3) days of occupying the apartment. Residents who fail to return the form by the deadline assume responsibility for all damage to the apartment that is not reflected in the previous Apartment Condition Form for that unit. Resident 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 Resident, plus an additional \$10 processing fee. Resident shall reimburse the University for any and all costs, expenses, or liabilities resulting from damage to the Apartment, Apartment community, or Apartment grounds caused by Resident or by Resident's spouse, dependents, guests, or invitees. Resident shall not remove University-owned property, equipment, fixtures, or furniture from any Apartment or from the public areas of any University apartment community without prior written authorization from the University.
16. **Indemnity.** To the extent permitted by law, Resident shall indemnify, defend, and hold the State of Idaho and the 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 Resident's part to be performed under the terms of this License Agreement, or arising from any act, negligence, or the failure to act, of Resident, or Resident's spouse or dependents, or any of their agents, invitees or guests.
17. **Alterations or Decorations.** No alteration to or decoration of the Apartment shall be made without the prior written approval of Housing & Residence Life. The University may require Resident, at Resident's expense, to remove any unapproved alterations or

decorations. No alterations shall be made to the exterior of the assigned Apartment or apartment community. No decorations or other items shall be posted on or attached to the exterior of the assigned Apartment or apartment community without the prior written permission of Housing. No personal property shall be stored outside the assigned Apartment, except with the prior written permission of Housing & Residence Life. Resident shall pay all reasonable charges assessed by the University for the removal of property or items placed in contravention of this paragraph and for repairs to the assigned Apartment or apartment community as a result of the breach of this paragraph.

18. **Fire or Casualty Loss.** If Resident'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 Resident, or repair and replace the damaged Apartment within a reasonable time. Alternatively, the University may, at its option, find alternative suitable housing for Resident.
19. **University Right of Entry.** The University shall at all times have the right to enter Resident's assigned Apartment without notice to or consent of Resident 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. Resident 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.
20. **Regulations.** Resident 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 APM, 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.
21. **Pets.** Cats ("Approved Pets") are allowed with prior written permission from Housing & Residence Life. Residents wishing to have Approved Pets in the Apartment must submit the proper paperwork to, and receive written approval from, Housing prior to the Approved Pet being moved into the Apartment. There will be an additional \$300 pet deposit ("Pet Deposit") collected prior to the Approved Pet being moved into the Apartment. The Pet Deposit shall be returned at the end of the License Agreement, minus all costs to cover damage to the Apartment reasonably believed by Housing to have been caused by the Approved Pet. Each apartment is limited to two (2) total Approved Pets. No other animals, fowl, or reptiles (except fish) shall be permitted in the Apartment or the Apartment community in which the Apartment is located. The maximum fish tank size allowed is ten gallons, and the limit on the number of fish allowed is based on the maximum capacity of the fish tank that will house the fish. Upon prior written approval by Housing & Residence Life, an exception to this policy may be made to comply with disability laws, and such granted exceptions will not require a Pet Deposit.
22. **Firearms, Dangerous Weapons, Fireworks, and Explosive Devices and Substances.** Except as explicitly permitted by [Administrative Procedures Manual 95.12](#), firearms and other dangerous weapons are strictly prohibited in student dormitories and residence halls, which includes Apartment Housing. The University's prohibition includes firearms and other dangerous weapons contained in private vehicles parked on University property. Dangerous weapons include, but are not limited to, non-culinary knives, air rifles, BB guns, pellet guns, paintball guns, nun-chucks, throwing stars, or swords. Firearms and weapons are further defined in the Student Code of Conduct. The Moscow Police Department operates a 24-hour gun storage/retrieval service located at the University's Office of Public Safety and Security. To utilize this service, contact the Moscow Police Department at 208-882-COPS (2677). Fireworks, gun powders (including ammunition), explosives, gasoline, and other explosives or flammable liquids/gases also are strictly prohibited within the Apartment 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 Office of the Dean of Students for possible disciplinary action under the Student Code of Conduct and/or may result in the immediate termination of the License Agreement. Housing & Residence Life personnel may confiscate without liability (i) any prohibited item, or (ii) any item used for purposes of intimidation or harassment.
23. **Smoking.** Smoking is prohibited inside all University Apartment Housing. Smoking is prohibited on campus in accordance with Administrative Procedure Manual 35.28.
24. **Personal Property and Insurance.** The University shall not be liable for loss of or damage to Resident's personal property, or that of Resident's spouse, dependents, guests, or invitees, wherever situated, due to fire, smoke, power outage, theft, water, or any other casualty or cause. Resident is encouraged to obtain insurance adequately covering loss of or damage to personal property. The University does not provide such coverage.
25. **No Assignment.** This License Agreement may not be assigned. Any attempted assignment shall be void and shall not operate to release Resident from Resident's obligations under this License Agreement.
26. **Requirement to Vacate Apartment, Proper Check-Out.** When this License Agreement expires and has not been renewed in writing, or when this License Agreement is otherwise terminated, Resident shall immediately vacate the Apartment and remove all of Resident's property from the Apartment and the apartment community in which the Apartment is located. If Resident's property remains in the Apartment or apartment community after this License Agreement expires without renewal, or has been

terminated, Resident will be charged for the removal of any property and a reasonable storage fee. If within ten (10) days after the expiration or termination of this License Agreement Resident's property is not reclaimed, or removal and storage fees are not paid, such property will be treated as abandoned and the University may sell or otherwise dispose of such property in any manner without liability. A Resident 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 Resident remains after the last day of this Agreement without a written extension signed by University, Resident and all other residents of the Apartment will be deemed to be trespassing.

At the conclusion or termination of this License Agreement, Resident must properly check out of the Apartment by: (1) turning in his or her Intent to Vacate Form 60 days prior to the vacate date in the Agreement, and (2) returning his or her keys to Housing & Residence Life by the vacate date. Improper checkout shall result in Resident being assessed (1) an improper checkout charge of one hundred dollars (\$100), and (2) a charge for lock changes if keys are not returned on time. Resident is not considered checked out until all keys are returned to Housing & Residence Life. Resident will continue to accrue daily charges until the keys are returned or a lock change has been processed.

27. **Costs.** Resident 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. 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, Resident shall reimburse the University for all costs, including attorney's 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.
28. **Termination of License Agreement by University.** In addition to any other rights and remedies, University may terminate this License Agreement upon the occurrence of any of the following:
- 28.1. Resident is in default of 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;
- 28.2. Resident breaches, violates, fails to perform, or is in default in the performance of any of the terms or conditions of this License Agreement;
- 28.3. Resident fails to comply with any applicable 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 License Agreement, Parking/Motor vehicle regulations, the Apartment Community Handbook, Fire Safety Regulations, or any other University policies or applicable local, state or federal laws;
- 28.4. Resident misrepresents information on Apartment Housing Application, this License Agreement, or other University of Idaho document; or
- 28.5. Resident 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, or engages in disruptive, dangerous or excessively noisy behavior or behavior that intimidates or harasses other people or interferes with the quiet enjoyment of the premises by residents and guests.

The University may terminate this License Agreement by giving Resident ten (10) days' written notice, sent to the resident's official University of Idaho email address. The notice shall state the reason for termination and the date of termination, which must be at least ten (10) days after serving the notice. After the termination date, the University shall be entitled, without further notice, to enter the Apartment and repossess the same, and to remove Resident and Resident's property without any liability for trespassing or otherwise. If this License Agreement is terminated pursuant to this section, Resident will forfeit the Deposit.

In the event this License Agreement is terminated in accordance with the provisions of this section, Resident shall be required to surrender the assigned Apartment to the University under the same terms and conditions 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 Resident the Apartment 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 RESIDENT OF THEIR LIABILITIES AND OBLIGATIONS UNDER THIS AGREEMENT AND SUCH LIABILITIES AND OBLIGATIONS SHALL SURVIVE ANY SUCH TERMINATION.

Notwithstanding the provisions above, the University specifically reserves the right to immediately remove any individual from Housing & Residence Life if the University, in its sole discretion, determines that the individual presents a danger to themselves or others or to property.

