Residence Hall and Dining Services License Agreement
Academic Year 2011-2012

Instructions: Please read all sections of this license agreement before signing. This is a legally binding agreement and is in effect for the entire 2011-2012 academic year

This Residence Hall License Agreement ("license agreement") for space in University Housing with the room number yet to be assigned ("assigned room"), 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." This license agreement is not transferable to a fraternity or sorority.

NAME: _____
Last First Middle

Permanent Address: _____
Street City State Zip Code

Home Phone: _____Date of Birth: _____ UI I.D. 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 agreement to constitute a license for the use of a residence hall 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 agreement.

AGREEMENT

1. The License Agreement. The term "License agreement" as used in this document means the provisions in this document, the terms and conditions of the Residence Hall Handbook, Residence Hall Rate Schedule, University of Idaho Residential Data Connection Privilege Agreement, Fire Safety Regulations, 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 fully integrated into this License Agreement. This License Agreement constitutes the entire agreement of the parties.

2. Term of the License Agreement. By entering into this Agreement, Student agrees to live in a University Residence Hall ("Residence Hall") and maintain a dining services meal plan for the term specified below, or for that portion of the term that remains as of the date on which this Agreement becomes binding. Meal service will not be available during the time periods identified in the University of Idaho Academic Calendar ("Academic Calendar") as fall break, winter break and spring break. Residence halls will be closed between semesters, from noon on Saturday, December 17, 2011, through noon on Sunday, January 8, 2012, except for those who live in the Living Learning Community. The Assigned Room reserved for Student will be held available for Student according to the following schedule, unless Student submits a prior written Move-In Extension Request to University Housing and the request is granted: 1) First time new Freshmen must take occupancy of Assigned Room by 10 a.m. on Friday, August 19, 2011) Returning and transfer students must take occupancy of Assigned Room by 5 p.m. on Sunday, August 21, 2011; 3) All students with spring only license agreements must take occupancy of Assigned Room by 5 p.m. on Tuesday, January 10, 2012. A Student failing to take occupancy of his/her Assigned Room according to schedule above forfeits his/her room assignment and Deposit. Please indicate below the term of this License Agreement

A. ____ Full Academic Year Agreement for Wallace, Tower, McConnell, and Targhee The full academic year license agreement for Wallace, Tower, McConnell, and Targhee includes the fall semester, from 9 a.m. August 19, 2011, through Noon December 17, 2011, and spring semester, from noon January 8, 2012 through noon May 12, 2012.

B.____ Full Academic Year Agreement for Living Learning Community. The full academic year license agreement for the Living Learning Community will be from 9:00 am August 20, 2011 through noon May 12, 2012

C. _____Summer Semester Only. Indicate dates on Summer addendum

3. Deposits. Concurrently with Student's execution of the Room Reservation (at the time Student reserves a room in the Residence Halls), Student shall pay a $250 deposit in order to ensure the faithful performance by Student of all terms and conditions of this License Agreement and other Student obligations to the University. The Deposit must be paid before the Student's room assignment can be made. The University agrees to refund the Deposit to the Student within thirty (30) days following Student's move-out of the residence halls once Student has completed all of the provisions of this License Agreement, including residing in the residence halls for the full term of this Agreement, and if: a) the room 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, b) Student does not have a Residence Hall and Dining Services License Agreement for the following spring or fall Semester, and c) Student has satisfied all other financial obligations to the University.

4. Cancellation Prior to Occupancy/Reservation Fees. If Student cancels his/her room reservation in writing on or prior to July 1, 2011, for a full academic year reservation and on or prior to November 1, 2011, for a spring only reservation, $125 of the Deposit will be refunded to Student within thirty (30) days after such cancellation, and $125 will be forfeited. If student cancels his/her Room Reservation after July 1, 2011, for a full academic year reservation, or after November 1, 2011, for a spring semester only reservation, the entire $250 deposit will be forfeited. Once a room assignment is made, the student may view the assignment on the UI Vandal Web page under housing assignment. Student shall receive a key on August 19, 2011, for freshman (August 20, 2011, for returning students). **Once the Student accepts a key to the room it is considered occupied, and the Student shall be obligated to pay all amounts due under this License 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 for residence hall occupancy and shall forfeit the Deposit and will be charged other applicable fees as indicated in sections 9 and 10 of this License Agreement.

5. Payments by Student. Room and meal plan charges will be deducted from the Student's financial aid, if applicable. The remaining balance shall be paid in full on or before the first day of the semester. Alternatively, Student can contact Tuition Management Systems at www.afford.com or call 1-800-722-4867 for additional payment options. Students who do not pay on time will be subject to a $50.00 late fee and a three (3) day Residence Hall and Dining Services Agreement termination notice.

6. Occupancy. Occupancy occurs when Student is issued a key for his/her room assignment. Actual physical occupancy of the room by Student and/or placement of Student's possessions within the room are not necessary to constitute occupancy.

7. 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 circumstances:

7.1 Student fails to pay scheduled room and meal plan payments when due and such failure to pay continues for more than three (3) days after the due date of such payment, except where the University has agreed in writing to extend the due date of such payment; or

7.2 Student breaches, violates, fails to perform or otherwise is in default of any of the terms and conditions of this License Agreement; or

7.3 Student ceases to be a full-time registered, fee paying student at the University, without written permission to remain in the residence halls from University Housing office; or

7.4 Student fails to comply with the rules and regulations set forth in this License Agreement, The Residential Data Connection Privilege Agreement, the Student Code of Conduct, or other University policies, the Residence Hall Handbook, Fire Safety Regulations, or any applicable local, state or federal law; or

7.5 Student misrepresents information on Residence Hall Reservation card, this Agreement or other University of Idaho documents; or

7.6 Student fails to respect the rights of fellow residents by creating an atmosphere which is not conducive to the successful pursuit of an academic degree or engages in disruptive, dangerous or excessively noisy behavior or behavior which intimidates or harasses other people or interferes with the quiet enjoyment of the premises by residents and guests; or

7.7 Student is finished with finals at the end of the semester, and is disruptive to other students studying for finals. Student may be asked to leave within 24 hours.

The University may terminate this License Agreement for any of the above reasons upon giving the student three (3) days written notice. The notice shall state the reason for termination and the date of termination, which must be at least three (3) days after serving the notice. After the date of termination, the University shall be entitled, without further notice, to enter the Assigned Room and repossess the same, and to remove Student and Student's property without any liability for trespassing or otherwise. The three day notice requirement does not apply to the circumstances described in Section 7.7 above.

In the event this License Agreement is terminated in accordance with the provisions of Section 7, Student shall be required to immediately surrender the Assigned Room and all University owned property 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 completion of this Agreement. The University may reassign the Assigned Room or any part thereof in the name of the University on such terms and conditions as the University may determine. No termination of this License Agreement in accordance with the provisions of Section 7 shall relieve the Student of Student's obligations and liability under this License Agreement and such liabilities and obligations shall survive any termination of this License Agreement.

Notwithstanding the provisions in Section 7, the University specifically reserves the right to immediately remove any individual from the Residence Hall premises if the University, in its sole discretion, determines that the individual presents an immediate danger to himself/herself or others.

8. Communication. University Housing will make every attempt to communicate with students as needed either by phone call or e-mail. The phone number of choice for University Housing is the student's cell phone (or land line if that is their primary phone). The e-mail used will be the designated University of Idaho e-mail assigned to each student.

9. Substitution of Another Student. This License Agreement may not be assigned. Any attempted assignment shall be void and shall not operate to release Student from Student's obligations under this License Agreement. If Student continues to be registered at University and obtains prior written approval from the University, Student may be released from this License Agreement by finding another qualified student to occupy the assigned room.

Substitution of another student is subject to approval by University, which has sole discretion in this matter. If University approves the proposed new student, University may enter into a License Agreement directly with the new student, and Student may be released from his or her further obligations under this License Agreement.

10. Payment in the Event of Release. Except as provided in Section 7 above, if Student is released from his or her obligations under this Agreement and continues to be a student at the University, Student shall forfeit his/her deposit and pay to the University room and meal plan charges accrued through the date of release as well as an amount equal to $10 per day for each day remaining in the term of the License Agreement after the date of termination, but in no event shall the amount be less than $660 or more than $1,800.

11. Refunds of Room and Meal Plan Charges to Students. If Student withdraws from the University and checks out properly, Student may be entitled to a refund of room and meal plan charges. Residence hall and dining refunds are made in accordance with the University of Idaho's refund schedule, which can be found online: http://www.uidaho.edu/studentaccounts. Student is, however, responsible for the pro-rated amount of Student's meal plan if the amount used on the plan is greater than the amount that would have been refunded according to the Registrar's Office refund schedule.

12. Requirement to Vacate Residence Halls. 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 Residence Hall premises and remove all of Student's property. If Student's property remains in or about a Residence Hall after this License Agreement has expired without renewal or has been terminated, the Student will be charged for its removal. If Student's property is not reclaimed within 10 days after the expiration or any termination of this Agreement, it will be treated as abandoned property, and the University may sell or otherwise dispose of such property in any manner without liability.

13. Proper Check-Out. At the conclusion or termination of this License Agreement, Student must check-out of the residence hall by returning his/her keys and completing the "Check-out" section of the Room Condition Form with an authorized staff member. Improper check-out shall result in the student being assessed a charge of $50, and a charge for lock changes if keys are not returned on time, and any applicable cleaning and damage charges.

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, agents and assigns 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 failure to act of Student or any of the Student's agents, relatives, invitees or guests.

15. Student Responsibility for Repairs. All costs for repair of damage to student's assigned room, suite and/or the residence hall building or premises not caused through normal wear and tear, or for replacement of irreparably damaged or lost property in Student's Assigned Room and/or the residence hall shall be the responsibility of Student. If individual responsibility for the damage/loss cannot be established, cost of repair will be equally divided among the residents of the affected room, suite or residence hall.

16. Room Assignment Decisions. University Housing reserves the right, at its sole discretion, to make assignments and re-assignments of space within the residence halls and to authorize or deny room and roommate changes. University Housing may reassign Student to a different room at any time for any or no reason. The Student does not have a leasehold interest in any room and/or Living Learning Community, and there is no landlord-tenant relationship between the University and Student.

Any student occupying a room as a single, but paying for a double will be given a letter to consolidate or pay for a single within 7 calendar days. If student chooses not to consolidate by the deadline stated in the letter, he/she will be assessed the charge for a single room. Students occupying a room as a single, but paying for a double room rate, will be charged the single room rate in full, or from the time his/her roommate checked out of the room.

17. Room Changes. Students who wish to change rooms during the course of their License Agreement, at their own request and not as part of a University Housing re-assignment, may do so at the University Housing office, subject to the conditions and limitations set forth in paragraph 16, above. Room changes begin after the first 10 days of the semester and do not occur during the final two weeks of the semester. Room changes will incur a $25 processing fee which will be charged to the student.

18. University Right of Entry. The University shall at its sole discretion and at all times have the right to enter the Assigned Room without notice or consent of Student when the University has reasonable cause to believe that (a) there exists an immediate threat to the health, safety or property of Student or of the other occupants of the Assigned Room or of the Residence Hall, or (b) University or private property is at risk of damage or destruction. In addition, Student authorizes University personnel to enter the Assigned Room to close and secure it, to make necessary or desirable repairs, to show the room to prospective residents, for routine or other maintenance, for routine inspections, and for other purposes as deemed necessary or desirable by University.

19. Firearms, Fireworks, and Explosive Devices and Substances

Firearms and dangerous weapons are strictly prohibited in the Residence Halls 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, swords, or archery equipment. 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 (208-885-7074). Fireworks, gun powders (including ammunition), explosives, gasoline, and other explosives or flammable liquids/gases also are strictly prohibited within the Residence Halls 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 Residence Hall and Dining Services License Agreement. Any prohibited item or item used for purposes of intimidation or harassment may be confiscated.

20. Fire or Casualty Loss. If the Student's Assigned Room 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 License Agreement without liability to Student, or repair and replace the damaged room within a reasonable time. Alternatively, the University may, at its option, find alternative suitable housing for the Student.

21. Occupants. Student acknowledges and agrees that only the Student and any suitemate/roommate who may be assigned by the University at its discretion will be permitted to occupy the Assigned Room. No other occupants shall be permitted without the prior written approval of the University.

22. Pets. No cats, dogs or any other animals, fowl or reptiles (except fish) shall be permitted in the Assigned Room or the Residence Hall buildings. Upon prior approval by University Housing, an exception to this policy may be made for a trained service animal animal required by a qualified person with a disability.

23. Smoking. Smoking is prohibited inside all of the residence hall facilities. Smoking is permitted outside of the buildings, 25 feet away from any entrances, air intakes or windows.

24. Personal Property and Insurance. 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, electric surge, 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.

25. Severability/Non-Waiver/Remedies Cumulative. This License Agreement is intended to comply with all applicable laws. If any one or more of the provisions of this License Agreement shall be held invalid or unenforceable, such provision(s) shall be modified to the minimum extent necessary to make it valid and enforceable, and the validity and enforceability of all other provisions of this License Agreement shall not be affected. The failure of the University to exercise any right or remedy 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 the express agreement of the University. The receipt of payments by the University with the knowledge of the breach of any terms, covenants or conditions of the 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.

26. Conviction of a Crime. A student must notify University Housing in writing if he/she has 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.

27. Costs. Student shall pay all costs, including attorney's fees, 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.

28. Governing Law. This License Agreement shall be governed by the laws of the State of Idaho.

THIS IS A LEGALLY BINDING AGREEMENT AND IS IN EFFECT FOR THE ENTIRE 2011-2012 ACADEMIC YEAR OR FOR THE FULL TERM OF THE AGREEMENT SELECTED IN SECTION 2 OF THIS LICENSE AGREEMENT.

By signing below, I acknowledge that I have read, understand and agree to all terms and conditions of this Residence Hall and Dining Services License Agreement.

_____		_____	
Student Signature	Date	Housing Officer Signature	Date
_____		_____	
Parent or Guardian Signature (if student is under 18 years of age)		Title	

RELEASE 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 Room, I hereby give permission to University staff to release information about me, including incident reports, room 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

identity/expression 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, 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.