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

II. Conditions of Contract
   A. The Contract is offered on the condition that Student is accepted for admission to University. The Contract does not guarantee that Student has been admitted to University. Only the Office of Admissions can grant admission to University. Student must be a full-time student at University, registered for a minimum of twelve semester hours (undergraduate) or nine semester hours (graduate) and actively pursuing a degree at University to be eligible to live in University residence halls. Registration for six hours of dissertation credit will satisfy the full-time student requirement. Requests for exceptions must be made in writing and approved by the Assistant Director, Housing Operations.
   B. Registered sex offenders are not permitted to live in University-owned housing, which includes the University residence halls, apartments, and houses.

III. Deposit
   A. You must deliver to University a $150 deposit on or before the Contract Return Date. The deposit shall be held by University during the Contract period in a non-interest bearing account and shall be applied to guarantee occupancy and to cover any charge for damage to the room or residence hall and other applicable charges assessed during the Contract Period. Subject to the forfeiture provisions set out below, the deposit will be refunded, less applicable charges, within 45 days after the end of the Contract Period; provided, however, that University is not obligated to return the deposit until Student gives University a written forwarding address for the purpose of refunding the deposit. A deposit not received with the signed Contract will result in the room reservation being cancelled. If multiple Contracts are signed, a $150 deposit is required with each new Contract.

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

V. Cancellation, Refund, and Amounts Owed
   A. If Student completes the full admission procedures and is not admitted to University, you will receive a full refund of the deposit and any prepaid fees. Once admitted but before the beginning date of the Contract, you may cancel the Contract and recover previously paid fees according to the schedule below if written notice is postmarked before the beginning contract date. ALL CONTRACT CANCELLATIONS MUST BE ADDRESSED, IN WRITING, TO THE HOUSING OFFICE VIA EMAIL, FAX, OR LETTER. If you cancel the Contract on or after the beginning date of the Contract, Student must vacate the room and must complete a Contract Release Notice in the UT Arlington Housing Office. You may receive a refund, if applicable, of pre-paid fees in accordance with the schedule printed below. University shall deduct from any refunds due any charge for damage to Student's room or the Residence Hall and other applicable charges pursuant to the Contract.
   B. If Student signs the Contract prior to the age of eighteen (18) and has failed to obtain the signature of the guardian or parent, the Contract may be canceled. Cancellation penalties and fees shall be assessed in accordance with Section V.C. below.
   C. The following is the schedule of refunds and amounts owed for cancellation. The schedule also applies to students who are accepted for admission to University and elect not to enroll during the Contract Period.

The University of Texas at Arlington
Residence Hall Contract Terms and Conditions
2014-2015 Academic Year

The University of Texas at Arlington (“University”) grants to Student (“Student”), a license to use a furnished room in a University Residence Hall as Student’s temporary residence during the “dates outlined in Student’s Residence Hall Contract” (“Contract Period”) subject to the stated terms and conditions. These terms and conditions are incorporated by this reference in the Residence Hall Contract between the University and Student and Guarantor (if applicable) identified therein. Capitalized words or phrases used in these terms and conditions have the respective meanings assigned to them in the Residence Hall Contract, unless the context clearly states otherwise. “You” means Student and Guarantor, jointly and severally.
D. A Contract Cancellation must be received in writing for each contract signed.
E. Policies regarding transferring to and from UT Arlington Residence Halls and Apartments:
   1. During contract term, resident transfers from a Residence Hall to a University-Owned Apartment as a **Lessee**:
      a. $150 residence hall security deposit will be refunded, less any applicable charges...
      b. All other payments, penalties, and fees stay the same as outlined below.
   2. During contract term, resident transfers from a Residence Hall to a University-Owned Apartment as a **Roommate**:
      a. $150 residence hall security deposit is forfeited.
      b. All other payments, penalties, and fees stay the same as outlined below.
   3. During contract term, **Lessee** transfers from a University-Owned Apartment to a Residence Hall:
      a. $150 apartment security deposit will be refunded, less any applicable charges if 60-day written notice is provided.
      b. All other payments, penalties, and fees stay the same as outlined in the apartment contract.

**FALL AND SPRING CONTRACTS FOR OCCUPANCY BEGINNING AUGUST 18, 2014 AND ENDING MAY 16, 2015**

<table>
<thead>
<tr>
<th>If you cancel Contract:</th>
<th>Amount Refunded to Student</th>
<th>Amount Student Owes University Housing</th>
</tr>
</thead>
<tbody>
<tr>
<td>On or before June 1, 2014</td>
<td>Deposit $150</td>
<td>$400 Contract Release Fee</td>
</tr>
<tr>
<td>Between June 2, 2014 and August 17, 2014</td>
<td>Deposit $– 0 –</td>
<td>$400 Contract Release Fee</td>
</tr>
<tr>
<td>Between August 18, 2014 and November 30, 2014</td>
<td>Deposit $– 0 –</td>
<td>Daily Contract Rate multiplied by number of days between the contract beginning date and the later of the date Student vacates the room, plus $500 Contract Release Fee</td>
</tr>
<tr>
<td>Between December 1, 2014 and January 15, 2015</td>
<td>Deposit $– 0 –</td>
<td>Full Contract Amount, plus $600 Contract Release Fee</td>
</tr>
<tr>
<td>Between January 16, 2015 and April 30, 2015</td>
<td>Deposit $– 0 –</td>
<td>Fall Contract Amount, plus Daily Contract Rate multiplied by number of days between the date the Spring semester begins and the later of the date Student vacates the room, plus $500 Contract Release Fee</td>
</tr>
<tr>
<td>After April 30, 2015</td>
<td>Deposit $150</td>
<td>Full Fall and Spring Contract Amount</td>
</tr>
</tbody>
</table>
### SPRING SEMESTER ONLY CONTRACTS FOR OCCUPANCY BEGINNING JANUARY 16, 2015 AND ENDING MAY 16, 2015

<table>
<thead>
<tr>
<th>If you cancel Contract:</th>
<th>Refund Amount</th>
<th>Amount Student Owes University Housing</th>
</tr>
</thead>
<tbody>
<tr>
<td>On or before December 12, 2014</td>
<td>Deposit: $150</td>
<td>$400 Contract Release Fee</td>
</tr>
<tr>
<td>Between December 13, 2014 and January 15, 2015</td>
<td>Deposit: $0–</td>
<td>$400 Contract Release Fee</td>
</tr>
<tr>
<td>Between January 16, 2015 and April 30, 2015</td>
<td>Deposit: $0–</td>
<td>Daily Contract Rate multiplied by number of days between the contract beginning date and the later of the date Student vacates the room, plus $500 Contract Release Fee.</td>
</tr>
<tr>
<td>After April 30, 2015</td>
<td>Deposit: $0–</td>
<td>Full Spring Contract Amount</td>
</tr>
</tbody>
</table>

### MAYMESTER / SUMMER SESSION I CONTRACTS FOR OCCUPANCY BEGINNING MAY 17, 2015 AND ENDING JULY 14, 2015 (FOR CURRENT RESIDENTS ONLY) OR FOR OCCUPANCY BEGINNING JUNE 7, 2015 AND ENDING JULY 14, 2015

<table>
<thead>
<tr>
<th>If you cancel Contract:</th>
<th>Refund Amount</th>
<th>Amount Student Owes University Housing</th>
</tr>
</thead>
<tbody>
<tr>
<td>On or before May 3, 2015</td>
<td>Deposit: $150</td>
<td>$400 Contract Release Fee</td>
</tr>
<tr>
<td>Between May 4, 2015 and May 16, 2015</td>
<td>Deposit: $0–</td>
<td>$400 Contract Release Fee</td>
</tr>
<tr>
<td>After May 17, 2015</td>
<td>Deposit: $0–</td>
<td>Daily Contract Rate multiplied by number of days between the contract beginning date and the later of the date Student vacates the room, plus $400 Contract Release Fee.</td>
</tr>
</tbody>
</table>

### SUMMER SESSION II CONTRACTS FOR OCCUPANCY BEGINNING JULY 14, 2015 AND ENDING AUGUST 19, 2015

<table>
<thead>
<tr>
<th>If you cancel Contract:</th>
<th>Refund Amount</th>
<th>Amount Student Owes University Housing</th>
</tr>
</thead>
<tbody>
<tr>
<td>On or before June 22, 2015</td>
<td>Deposit: $150</td>
<td>$400 Contract Release Fee</td>
</tr>
<tr>
<td>Between June 23, 2015 and July 13, 2015</td>
<td>Deposit: $0–</td>
<td>$400 Contract Release Fee</td>
</tr>
<tr>
<td>After July 14, 2015</td>
<td>Deposit: $0–</td>
<td>Daily Contract Rate multiplied by number of days between the contract beginning date and the later of the date Student vacates the room, plus $400 Contract Release Fee.</td>
</tr>
</tbody>
</table>
VI. Room Assignments
A. It is the policy of University to assign roommates without regard to veteran status, race, religion, age, sexual preference, disabilities, or national origin.
B. Students without disabilities may reside in Residence Hall rooms which have been specifically designed to accommodate persons with disabilities. In the event a Residence Hall room is needed to accommodate a person with a disability, Student may be required to relocate to alternate University Campus Housing accommodations. In this instance, University shall pay reasonable moving expenses to relocate occupant(s) to alternate accommodations. In this instance, University shall provide no less than fourteen (14) days written notice prior to terminating the existing Contract. In addition, University will also credit $300 to each relocated student in appreciation of any inconvenience the student may experience.
C. If permanent space is not available, the UT Arlington Housing Office may place Student in temporary space until permanent space is available. During this period, Student will earn a 25% credit on the daily rate of the room portion of the Contract. If the UT Arlington Housing Office places Student in a temporary space, you are bound to the terms and conditions of the Contract through the fifth class day. After the fifth class day and before the UT Arlington Housing Office offers Student permanent space, you may cancel the Contract upon written notice and payment of the prorated amount under the Contract for the number of days that Student occupied the temporary space.
D. Only the person(s) assigned by the UT Arlington Housing Office to Student’s room may reside in the room. The UT Arlington Housing Office reserves the right to make changes in room assignments for such reasons as the UT Arlington Housing Office determines to be appropriate in its sole and absolute discretion, including, without limitation, roommate conflicts, pending disciplinary action, non-compliance with University Regulations, and disruptions to the community.
E. If Student fails to move to a new location within the Residence Hall(s) within twenty-four hours after the UT Arlington Housing Office has issued to Student authorization or direction to move, Student you shall be assessed an improper check out fee in addition to disciplinary action.
F. Single occupancy in double rooms is allowed only on University’s prior approval, which may be withheld in its sole and absolute discretion. Requests for single occupancy must be submitted in writing to the Leasing Consultant in University Housing Office for approval. Single room occupancy in rooms designated as double occupancy will be charged at one and seven-tenths (1.7) times the double room rate. If the University has a waitlist for Residence Hall bed space, single room contracts may be changed to double room contracts. University will provide to Student a forty-eight (48) hour notice and the rent will be adjusted accordingly.
G. If Student’s roommate vacates the double room or if Student’s suitemates all vacate the suite, Student agrees to accept another roommate or suitemate as assigned. Student may be asked to move to another room if requested by the UT Arlington Housing Office. Failure to move may result in you being charged a single room rate and improper check out fee in addition to disciplinary actions.
H. Room changes may be made only with the approval of the Residence Director. Hall and/or room type changes may be made only with approval of the UT Arlington Housing Office. Students who complete a hall and/or room type change will be required to sign a new contract. Once signed, no changes will be made to the contract until two weeks after the Residence Halls open. Requests for changes will be accepted on opening day and afterwards.
I. University reserves the right to consolidate vacancies and close all or part of Residence Halls.

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

VIII. Move-In; Occupancy
A. Student may move in on the first day of the Contract Period.
B. If Student fails to move in by 5 p.m. one day before classes begin, University may terminate the Contract and Student will forfeit the deposit and be assessed a contract release fee in accordance with Section V unless Student makes prior written arrangements with their the Residence Director to move in on a later date.
C. If Student is permitted by the UT Arlington Apartment and Residence Life Office to move in early, or if Student accepts a room key, places any belongings in a room, or requests to have Student’s space held after 5 p.m. one day before classes begin, the Contract will be effective the earlier of the date of any such action or the starting date of the Contract Period and you will be liable for the Contract. If the effective date of the Contract, as provided in this paragraph, is earlier than the starting date of the Contract Period as stated in the Residence Hall Contract, these terms and conditions shall apply commencing on that earlier date. In this instance, Student will be responsible to pay $25 per night during the early arrival period.
D. Occupancy of Student’s room by Student shall constitute Student’s confirmation that the room (including equipment, furniture and fixtures) is clean, sanitary and in good working order and condition at the time of such occupancy.
E. All Residence Halls will close at 3pm the day after final exams end in the Fall and Spring semesters and will open at 8:30 am the Monday before the first day of classes for the Fall and at 8:30am the Friday before the first day of classes for the Spring. All Residence Halls will close at 10am the day after final exams end in the Spring semester and will open at 8:30am the Monday before the first day of classes for the Summer I semester and will open at 3pm on the first day of classes for the Summer II semester. The Fall and Spring semesters contract does not permit use of a room for the Maymester period between Spring semester and Summer school. The UT Arlington Housing Office will designate specific rooms in the Residence Halls, which will be the only Residence Halls providing student housing for Maymester and/or Summer school. No Winter session housing is offered in the Residence Halls at UT Arlington.
F. If Student plans to return to the same room in the Spring semester that Student used in the Fall semester, Student may leave Student’s possessions in the room, but Student will not be able to live in or visit the room between semesters.

IX. Vacating Room; Checkout
A. During the Fall Spring Contract Period, Student shall vacate Student's room within 24 hours after Student’s last final exam finishes or by 3 pm on the day after final exams end, whichever comes first. During the Summer Contract Period, Student shall vacate Student's room within 24 hours after Student’s last final exam finishes or by 10 am on the day after final exams end, whichever comes first.
B. If Student withdraws from University during the Contract Period, Student must vacate the room within twenty-four (24) hours after withdrawal. Failure to follow these procedures will result in charges as outlined in Sections VIII. C. and VIII. D.
C. Student must complete all UT Arlington Housing Office checkout procedures and return all room and/or closet keys in order to avoid improper checkout charges. Failure to follow those procedures will result in an improper checkout charges ($10-$50.00). Failure to return keys will result in an additional $60 charge for lock changes per key. An improper checkout may include, but is not limited to; failure to clean, vacuum, check out with the Resident Assistant.
D. If Student graduates at the end of the Fall or Spring semester, Student may stay in the Residence Halls without additional charge through the date of Student’s commencement ceremonies if Student makes a written request to the Residence Director on or before the ten day prior to the ending date of the Contract Period. Notwithstanding the foregoing, Student shall check out of Student’s assigned room within 24 hours after Student’s final exam finishes or by 3pm on the day after final exams end, whichever comes first.
E. All Residence Halls will close at 3pm the day after final exams end in the Fall and Spring semesters. All Residence Halls will close at 10 am the day after final exams end in the Summer semesters. The Fall and Spring semesters contract does not permit use of a room for the period between Fall and Spring Semester and for Summer I and Summer II semester and summer school. The UT Arlington Housing Office will designate specific rooms in the Residence Halls, which will be the only Residence Halls providing student housing for Maymester and/or Summer school. No Winter session housing is offered in the Residence Halls at UT Arlington.
F. Each semester the UT Arlington Housing Office may make a room available for special occupancy at an additional charge to Student if Student’s school or college schedules exams after the end of regularly scheduled exams or after the normal University Residence Hall closing dates. Student shall request special occupancy in writing and pay all charges for the special occupancy.

G. If Student fails to vacate by the last day of the Contract Period or within 24 hours after Student withdraws from University, Student will be charged $100 in liquidated damages and triple the daily rate charges for the holdover period. Further, Student shall indemnify University and prospective residents from damages, costs and expenses arising out of, or related to, Student’s failure to timely vacate including, without limitation, lost revenues, lodging expenses, and attorney’s fees.

H. Personal property left in Student’s room will be removed and stored at Student’s expense. Student will be notified by certified mail, at the last known address of Student, and given sixty (60) days to claim the personal property. If Student does not retrieve the personal property within the sixty (60)-day period, University will dispose of the personal property in accordance with University Regulations. Property removed after an abandonment or judicial eviction may be disposed of by University if property is perishable (food, medicine, and/or plants) or deemed worthless in University’s reasonable judgment. “Abandonment” means that, (1) in University’s reasonable judgment, Student appears to have vacated the room because of substantial removal of clothes, furniture, or personal belongings from the room, and (2) either the contract termination date has passed or Student has not been in the room for 5 consecutive days while amounts are due and unpaid under Contract.

X. Care of Facilities; Equipment; Pets; Smoking; Pest Control

A. Student is responsible for keeping Student’s room in a neat and orderly fashion at all times. Student shall not cause or permit to be caused damage or alterations to the room, furniture or equipment. All costs associated with repairs arising from or related to Student’s failure to comply with the foregoing requirements shall be paid by you to University promptly on demand.

B. You specifically agrees to be liable for damages or other loss that Student or Student’s guest(s) cause to the Residence Hall, Student’s room, or any furniture or equipment, except for wear and tear originating from utilizing the building, room, furniture, and fixtures in such a fashion as they were originally intended. Title to damaged property will remain with University.

C. No pets are permitted except fish in small (10 gallons or less) aquariums.

D. The University of Texas at Arlington is a Tobacco Free Campus. The use of all tobacco products (including cigarettes, cigars, pipes, smokeless tobacco and other tobacco products) by students, staff, faculty and visitors are prohibited on all UT-Arlington properties. Thus, smoking will not be permitted inside Residence Halls or on campus. Violation of the smoking Free policy will result in a fine of $50 for each violation, and the repeated violation of the smoking policy by Student/or Student’s guest(s) thereof is a breach of this Contract.

E. Residents are responsible for cooperating with pest control services. Residents may be required to wash, clean, relocate, and/or permanently remove personal property from the residence, to prepare for and comply with pest control treatments.

XI. Conduct

A. Student shall comply with all applicable state and federal criminal and civil laws, rules and regulations, including, but not limited to, laws, rules and regulations governing the use or possession of alcoholic beverages, firearms, gambling, narcotics, and controlled substances. Noncompliance may subject Student to disciplinary action, including suspension from University Housing.

B. Student agrees to abide by the policies established by University for each hall. Violations of the policies may be referred to the Office of Student Conduct. Housing policies can be found in the Residence Hall Handbook.

C. Student agrees that if Student is found by University to be in violation of the Contract, the Housing Policies contained within the current edition of Residence Hall Handbook, any University Regulations, any of the Rules and Regulation set forth by the Board of Regents of The University of Texas System, any Roommate Agreement documented and agreed upon by room and/or suitemates, or, if Student’s actions are deemed disruptive to the community or the use and enjoyment of the residence halls by other students by an officer from University Housing, Student will be subject to University disciplinary action and may be required to change residence within University Residence Halls or to withdraw from University Housing. Student may also be prohibited from living in and/or have guest privileges revoked for other on-campus University Housing. Students suspended from University Housing will not be allowed to visit any University Housing property, including Centennial Court Apartments and Greek Houses.

XII. Fire Safety

A. Fire safety devices are installed in all Residence Halls. Residents and guests must evacuate any Residence Hall any time that a fire alarm sounds. Failure to evacuate may result in disciplinary action. Tampering with fire safety equipment is a violation of state law and University regulations and may result in disciplinary action, including expulsion. You may not disconnect, damage, or tamper in any way with fire safety devices. Student shall immediately report Housing Maintenance, at 817-272-2000, the malfunction of any fire safety device including smoke detectors in Student’s room.

B. Student shall comply with Life Safety policies in every Residence Hall room and all common areas. University shall conduct regular inspections of Residence Hall room to ensure compliance with Life Safety policies. Specific policies concerning Life Safety may be found in the Residence Hall Handbook. The Residence Hall Handbook can be found on line at the following address: www.uta.edu/housing. Violations of Life Safety policies may result in fines and/or disciplinary sanctions, including expulsion from University Housing.

XIII. Meals

A. If Student is assigned to Arlington Hall, Kalpana Chawla Hall or Vandergriff Hall, Student must also execute a Meal Plan Contract with University in the form specified by University. Students not living in Arlington Hall, Kalpana Chawla Hall or Vandergriff Hall may elect to execute a Meal Plan Contract with University in the form specified by University. Changes to Student’s meal plan must be made in writing and submitted to the UT Arlington Housing Office within the first week of classes each semester. Unused portions of the meal contract, including missed meals and any fund balances remaining in student’s dining dollars/debit account, are not refundable at the end of the Contract Period. Student’s remaining dining dollars will be transferred from Fall to Spring with a valid Spring contract only.

B. Meal service will begin with brunch or lunch on the first day of the Contract Period. No meal service will be provided during any University holidays, which include Wintersession, Maymester and other student holidays that University may designate. The last meal served is dinner on the final day of exams each semester. Special meals, including medical and religion-related diets, are not available. Meals furnished under a Meal Plan Contract are not transferable to another person.

XIV. Rights and Obligations of University

A. University personnel may enter Student’s room at any time in the event of an emergency and at any reasonable time for any reasonable purpose, including, without limitation, inspection, maintenance or investigation of violations of University Regulations. By signing the Contract, you specifically agree to be bound by University’s search and entry policies as they now exist or may hereafter be amended, as set forth in University Regulations.

B. Any duty of University to remedy or repair conditions materially affecting the physical health or safety of a student is as established by applicable law. Student shall give written notice to the UT Arlington Housing Office specifying such conditions upon Student’s discovery of such conditions.

C. University is not responsible for loss or damages to personal property by theft, fire or other casualty, whether such losses occur in Student’s room, public areas, or elsewhere in the Residence Hall. Items left in Student’s room or items temporarily stored by Student in the UT Arlington Housing Office storage areas, when Student checks out, will be disposed of by University in accordance with University policies then in effect.
D. The UT Arlington Housing Office will install, change, or re-key a security device on any exterior door or window of Student’s room after receiving a written request from Student. A charge for labor, materials, overhead and extra keys provided by the UT Arlington Housing Office shall be paid by you promptly upon delivery of a statement for same from University, unless such charges are prohibited by applicable law.

E. In the event that University is prevented from completing the performance of any obligations under the Contract by an act of God or other occurrence whatsoever that is beyond the control of University, University shall be excused from the performance of such obligations to the full extent allowed by law.

XV. Miscellaneous
A. The Contract may be amended or supplemented only by an instrument in writing, executed by the party against whom enforcement is sought. The Contract and all documents incorporated in it contain the entire agreement of the parties, with respect to Student’s license to use space in a University Residence Hall, and no oral understanding or agreement not incorporated into the Contract shall be binding on either of the parties.

B. The Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created by the Contract shall be performable in Tarrant County, Texas. If any one or more of the provisions contained in the Contract shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof and the Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained therein.

XVI. Internet, TV, and Phone Services
A. University-approved service contractors shall provide a wired internet service connection for each resident and cable or satellite TV service connection to each resident’s room. Residents will have an option to purchase upgraded internet services or upgraded premium TV services directly from the service providers if desired. Because of the high percentage of students who own cell phones, in-room University phone service is not provided for residents, with the exception of phone service for the resident assistant staff. A limited number of courtesy phones will be available for resident use in the common areas of each residence hall. In addition, residents will have an option to purchase VOIP phone service directly from the internet service provider if desired.

B. Internet and TV service levels, providers, and/or channel offerings may be changed during the contract period if such changes apply uniformly to all residents of the residence hall. Acceptance of collect calls to the residence hall or charging long distance calls to the residence hall by the Student shall be a violation of this contract. The Student shall pay upon University’s demand all charges for long distance calls and collect calls billed to the residence hall. Students shall not violate federal copyright laws. Student must abide by the terms and conditions contained in the University of Texas at Arlington’s Guide for Residential Internet, TV, and Phone Services.

XVII. Notices
A. Any notice, request, or other communication required or permitted to be delivered under the Contract shall be in writing and shall be deemed received when actually delivered by hand delivery, facsimile transmission, or overnight courier, or when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to Student at the address of Student’s assigned room during the Contract Period, addressed to Student before or after the Contract Period or to Guarantor at the address stated in the Residence Hall Contract, and addressed to University at the address stated below:

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

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