

University of Texas at Arlington
TERMS AND CONDITIONS
for
APARTMENT LEASE AGREEMENT

***** RETAIN THIS INFORMATION FOR YOUR RECORDS *****

The University of Texas at Arlington ("UTA") agrees to provide housing accommodations to the Lessee subject to the following Terms and Conditions. Lessee agrees to be bound by these Terms and Conditions.

OFFER OF LEASE, ELIGIBILITY AND OCCUPANTS

1. **LESSEE:** For the purpose of this Lease, "Lessee" shall be the individual who signs the Lease of the Premises. "Occupants" of the Premises are not signatories to the Lease, but Lessee acknowledges and agrees that any act or omission of an Occupant that breaches the terms of this Lease shall be deemed a breach of the Lease by Lessee for all purposes.
2. **OFFER OF LEASE:** This Lease is offered subject to the condition that the Lessee is accepted, or will be accepted, for admission to UTA during the Term. The offering of this Lease does not guarantee or indicate that the Lessee has been admitted to UTA. Acceptance of Lessee as a student at UTA is granted and acknowledged only through the UTA Office of Admissions.
3. **ELIGIBILITY:** Only full-time or part-time students at UTA are eligible to lease UTA housing. No individual may reside in the Premises unless listed on the Lease as a "Lessee" or "Occupant" and approved by UTA. During the Term of this Lease, Lessee must maintain enrollment at UTA in a minimum of 6 credit hours per semester; provided, however, that Lessee need not be enrolled for summer semesters if enrolled in the fall and spring semesters at UTA. Any exceptions to the foregoing requirements must be approved in writing by the UTA Assistant Director of Housing Operations. Registered sex offenders are not allowed to live in the Premises or other UTA-owned housing such as UTA residence halls, apartments, and houses.
4. **OCCUPANTS:** Lessee hereby affirms that each "Occupant" listed on the Lease (i) is intended to jointly occupy the Premises with Lessee during the entire Term, and (ii) is either a member of the Lessee's immediate family or a person who conforms to the UTA enrollment standards required of Lessee under Section 3, above. Any changes to the permitted Occupants must be submitted in writing to the UTA Housing Office and must be approved in writing by the UTA Housing Office.
5. **OCCUPANCY LIMITS:** Lessee agrees there will be no more than two persons living in a one bedroom apartment and no more than four persons living in a two bedroom apartment. If such occupancy limits are exceeded, UTA may (i) charge Lessee an Occupancy Violation Fee for each such occurrence; (ii) for repeat violations, declare Lessee in breach of this Lease; and (iii) impose additional UTA disciplinary actions under the Rules and Regulations (as defined in Section 16, below).
6. **CHANGE OF HOUSING ASSIGNMENT:** UTA reserves the right to change Lessee's housing assignment to different Premises for any reason at any time, but at no additional contractual cost to Lessee.

DEPOSITS AND PAYMENTS

7. **DEPOSIT:** The Deposit is to (i) reserve a housing unit for Lessee's use, and (ii) serve as a security deposit for payment of any damages to the Premises or other charges owing by Lessee to UTA under the Lease. UTA is not obligated to return the Deposit or give a written description of charges against the Deposit unless and until the Lessee (i) gives UTA a written forwarding address for the purpose of refunding the Deposit; and (ii) complies with the move-out requirements set forth in this Lease. After Lessee and all Occupants vacate the Premises, the Deposit (less any permitted charges) will be refunded to Lessee in accordance with then applicable law. Failure of the Lessee to provide a thirty (30) day written notice in advance of termination of this lease will be just cause for forfeiture of security deposit.
8. **PAYMENTS:** Lessee agrees to pay each monthly installment of Rent to the UTA Bursar's Office in Davis Hall on the UTA Campus, in advance and without notice, demand or grace period, on or before the first day of each calendar month ("Due Date") during the Term. Payments may be mailed, made electronically through the MyMav system, or delivered in person to the UTA Bursar's Office. Lessee assumes the risk of timely delivery of payment by any method other than hand delivery. Rent payable for any partial calendar month shall be computed on a daily basis at 1/30th of the full monthly Rent rate, regardless of the actual number of days in the month.
9. **DEFAULT IN PAYMENT.** Lessee's failure to timely pay any installment of Rent on or before the applicable Due Date is breach of this Lease. Lessee's right to possess and use the Premises and UTA's obligations to perform its duties hereunder are expressly conditioned upon Lessee's timely payment of Rent. Lessee agrees to pay a late fee of \$25 for Rent payments not timely made to UTA. Such fee is in addition to, and not in lieu of, the other remedies of UTA hereunder for such breach of the Lease.

MOVE IN, ACCEPTANCE OF PREMISES, DELAY OF OCCUPANCY AND KEYS

10. **MOVE IN:** Lessee may not take possession of the Premises until after 5:00 pm on the Lease Commencement Date. Occupancy prior to such time is not permitted. Lessee must obtain the keys to the Premises and complete all necessary paperwork in the UTA Housing Office between the hours on 8:00 am and 5:00 pm on the Lease Commencement Date. Prior to move in, Lessee must arrange and pay for any desired utilities that are not provided for by UTA in accordance with the provisions of this Lease.

11. **PREMISES ACCEPTANCE:** Lessee's occupancy of the Premises shall constitute Lessee's acceptance of the Premises in an "AS IS" condition, without requiring any repairs, additional improvements, or alterations. Within 48 hours of Lessee's move in, Lessee shall meet with the Resident Assistant to note any pre-existing defects or damages to the Premises on an Inventory and Condition Form. If Lessee fails to meet with the Resident Assistant as required, the Resident Assistant shall complete the Inventory and Condition Form in Lessee's absence. Lessee acknowledges that (i) any defects or damages not shown on the Inventory and Condition Form shall be deemed attributable to Lessee; and (ii) except as so noted, the Premises will be deemed to be in clean, safe and good working condition.
12. **ADA ACCOMODATIONS:** Lessee and Occupants without disabilities may be assigned to Premises that have been specifically designed to accommodate persons with disabilities. In the event UTA needs such Premises to accommodate a person with a disability, UTA may upon not less than thirty (30) days prior written notice require that Lessee and the Occupants relocate to alternate UTA-owned housing. In such instance, UTA shall (i) pay reasonable moving expenses to relocate Lessee and the Occupants to alternate UTA accommodations; and (ii) allot to Lessee a \$300 rent credit, as compensation in full for any inconvenience to Lessee and/or the Occupants resulting from such relocation.
13. **DELAY OF OCCUPANCY:** If the Premises will not be ready for occupancy by Lessee on the Lease Commencement Date, UTA shall give notice thereof to Lessee and indicate the anticipated date possession of the Premises will be delivered to Lessee. In such case, Lessee shall have the right to terminate the Lease upon written notice to UTA within 7 days after delivery of such notice, but not thereafter. If UTA fails to give notice of delay as set forth above and the Premises are not ready for occupancy by Lessee on the Lease Commencement Date, Lessee may terminate this Lease upon written notice to UTA given prior to the date Lessee is notified the Premises are ready for occupancy, but not thereafter. If, in either case, Lessee does not terminate this Lease, (i) the date the Premises are ready for Lessee's occupancy shall be deemed the new Lease Commencement Date for all purposes; and (ii) UTA shall not be liable to Lessee for any damages arising from the delay in delivery of the Premises to Lessee, provided that Rent shall be abated as to any period prior to delivery of the Premises to Lessee. If Lessee elects to terminate this Lease, Lessee's sole remedies in such event shall be to obtain a refund of the Deposit and any pre-paid Rent previously delivered to UTA. Notwithstanding any other provision of this section to the contrary, the rights of Lessee under this section shall not be applicable to any cleaning or repair of the Premises that do not materially interfere with Lessee's occupancy of the Premises on the Lease Commencement Date.
14. **LOCKS AND KEYS:** UTA shall install, change, or re-key a security device on any exterior door or window of the Premises after receiving a **written request** from the Lessee, in accordance with applicable law. Installation or change of security devices or re-keying of the Premises will be conducted pursuant to the Texas Property Code. **UTA may charge Lessee a fee for labor, materials, overhead, and extra keys in accordance with applicable state law.** Once installed, a security device becomes a fixture of the Premises and may not be removed without the written permission of UTA.
15. **LOST KEYS:** Lessee shall promptly report to the UTA Housing Office any lost or stolen keys to the Premises or the Premises' mailbox. The lock to the Premises will be changed and new keys will be issued to the Lessee and Occupants. **UTA may charge Lessee a fee for labor, materials, overhead, and extra keys, in accordance with applicable state law.**

RULES AND REGULATIONS GOVERNING USE OF PREMISES

16. **RULES AND REGULATIONS:** Lessee agrees to comply with all rules, regulations and requirements set forth in UTA's University General Information Catalog, the UTA Housing 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 rules and regulations issued by UTA that govern the conduct of students, and any other city, state, and federal laws applicable to this Lease and the Premises, as all of the same may be amended from time to time. (Such policies, rules, regulations and laws are hereafter collectively called the "Rules and Regulations.") The Rules and Regulations, as amended from time to time during the Lease Term, are incorporated herein by reference for all purposes. Lessee acknowledges having had the opportunity to review the Rules and Regulations prior to signing this Lease. Conduct prohibited by the Regents' Rules may subject the Lessee to disciplinary action including suspension. University may make reasonable changes to written rules, effective immediately, if distributed and applicable to all units in the apartment community.
17. **GENERAL RULES OF OPERATION:** Any violation of the terms of this Lease or the Rules and Regulations by Lessee or any Occupant is a breach of this Lease, and may additionally subject the responsible party to disciplinary action by UTA. Any act by Lessee or any Occupant that is disruptive to the use and enjoyment of UTA housing by other residents is a breach of this Lease. Alteration of this Lease by Lessee with the unilateral intent to change its terms, conditions, or purposes is a breach of this Lease.
18. **USE OF PREMISES:** Lessee and the Occupants shall occupy the Premises solely for residential purposes, and may not conduct a business or any other activity in the Premises.
19. **SOLICITATION:** No solicitation or door-to-door sales of goods and services are allowed in the Premises or UTA housing. Occasional sales or offers of sales of goods or services that otherwise comply with state law and municipal ordinances and that are conducted in the privacy of the Premises when Lessee or the Occupants have given specific invitation in advance for sales persons to come to the Premises for that purpose are not considered to be solicitation. No sales or offers of sales of goods or services within the Premises or UTA housing by Lessee or Occupants on a continuing or scheduled basis is permitted.
20. **CONDUCT:** Lessee agrees that the Premises shall at all times be used and occupied in such manner as will not disturb, interfere with, or affect the comfort, peace, and quiet enjoyment of other residents on the property or interfere with the responsible

management of the property by UTA. All applicable state and federal criminal and civil statutes (including statutes prohibiting gambling and the use or possession of alcoholic beverages, narcotics, and controlled substances) are enforced on the Premises.

21. **SMOKING:** Smoking is not permitted anywhere inside the Premises, the building containing the Premises, or within fifty (50) feet of any entry to the building containing the Premises. Violation of the smoking policy will result in a fine of \$25.00 for each violation, and the repeated violation of the smoking policy by Lessee, Occupants and/or their invitees thereof is a breach of this Lease.
22. **WEAPONS:** To the extent permitted by applicable law, the use or possession of firearms, fireworks, or any illegal or lethal weapon anywhere in the Premises, in any UTA housing, or elsewhere on UTA campus is prohibited. Weapons prohibited anywhere in UTA housing or elsewhere on UTA campus are defined by Texas Penal Code, Title 10, Chapter 46 and currently include, but are not limited to, any club, explosive weapon, firearm, firearm silencer, handgun, illegal knife, knuckles, machine gun, short-barrel firearm, switchblade knife, armor-piercing ammunition, hoax bomb, chemical dispensing device (other than a small chemical dispenser sold commercially for personal protection), racetrack, or zip gun. According to Texas Penal Code, Title 10, Chapter 46, these weapons are prohibited on the premises of a school or educational institution, unless written authorization has been granted by the institution. An offense under this section constitutes a third-degree felony. Additional items prohibited anywhere in UTA housing, or elsewhere on UTA campus include fireworks, toy look-alike guns, paintball guns, pellet or BB guns, and decorative firearms (working or non-working),

MAINTENANCE, CARE AND ALTERATION OF PREMISES

23. **CARE AND MAINTENANCE:** Lessee shall keep and maintain all portions of the Premises in good repair and condition (including but not limited to all electrical and plumbing fixtures, glass, closets, floors, walls, and ceilings) so as to minimize the effects of normal use and/or natural deterioration. Lessee shall not remove any UTA property from the Premises. Lessee shall be liable to UTA for damage to the Premises or other portions of the building caused by the Lessee, Occupant(s), or their invitees. The sidewalks, steps, entrance halls, walkways, and stairs of the building containing the Premises shall not be obstructed or used for other than ingress and egress.
24. **PEST CONTROL:** UTA, at its expense, shall provide reasonable pest control services for the Premises. Lessee and any Occupant shall be responsible for cooperating with pest control services. Lessee and Occupants may be required to wash, clean, relocate, and/or permanently remove personal property from the Premises to prepare for and comply with pest control treatments,"
25. **DUTY TO REPAIR:** Lessee shall promptly notify UTA's designated representative of the following conditions: malfunction of utilities or equipment, fire damage, water leaks, mold, electrical problems, broken or missing locks or latches, and any condition which poses a material hazard to the Premises or the health or safety of persons. The Lessee is required to give **written notice** to the UTA Executive Director of Management Services specifying such conditions as a prerequisite to any rights and remedies under law. Lessee shall be responsible to pay for damages resulting from failure to promptly report any such conditions. The duty of UTA to remedy or repair conditions affecting the physical health or safety of an ordinary tenant is governed by Texas Property Code Section 92.052 *et. seq.* UTA may turn off equipment and interrupt utilities as needed to avoid property damage or perform repair and maintenance work to the Premises. UTA shall act with reasonable diligence in making repairs and reconnections and Rent shall not abate during any period of repair, except as otherwise agreed by UTA in writing.
26. **PHYSICAL IMPROVEMENTS AND ALTERATIONS:** Lessee shall not make or allow any improvements, additions, or alterations of any kind to the Premises without the prior written consent of the UTA Executive Director of Management Services. Any approved improvements, additions, or alterations will be made at Lessee's expense and become a part of the Premises and the property of UTA, unless otherwise agreed in writing by UTA. Without limitation of the foregoing, the following require the prior written consent of UTA: any painting of surfaces; installation of shelving, cupboards, wall paper or contact paper; and light fixtures requiring additional wiring.
27. **FREEZE DAMAGE PROTECTION:** Lessee shall take due care to protect the Premises from weather damage (including, without limitation, the freezing of pipes). Lessee is liable for the cost of all repairs to the Premises arising from the breach of such duty. Without limitation of the foregoing, unless otherwise instructed by UTA, Lessee shall on a 24 hour-a-day basis during freezing weather; (i) keep the Premises heated to at least 50 degrees; (ii) keep cabinet and closet doors open; and (iii) drip hot and cold water faucets.

UTILITIES AND APPLIANCES

28. **UTILITIES:** UTA shall pay all reasonable costs for water, sewage, and gas used in the Premises. Utilities shall be used only for normal household purposes and shall not be wasted. Lessee shall arrange and timely pay for all charges and deposits pertaining to the use of other utilities in the Premises. If Lessee fails to timely arrange and pay for utility services, UTA may charge Lessee a \$150 administrative fee, charge Lessee for cost of services, and order disconnect of associated utility services. Without the written permission of UTA, Lessee shall not allow any utilities to be disconnected for any reason until the end of the Lease Term and any extension periods. If UTA provides cable TV service to the Premises, service and channels may be changed during the Lease Term if such changes apply uniformly to all residents of the building containing the Premises. If UTA provides phone service to the Premises, Lessee shall pay upon UTA's demand all charges for long distance calls and collect calls billed to the Premises. In addition, acceptance of collect calls to the Premises or charging long distance calls to the Premises shall be a breach of this Lease. If UTA provides Ethernet service, Lessee, Occupants and their guests and invitees shall not violate federal copyright laws. Lessee and Occupants must abide by the terms and conditions contained in the UTA Housing Guide for Ethernet, Cable TV, and Telephone Service provided by UTA. Changes or installation of utility lines, meters, sub-metering, load management systems, and similar electrical equipment serving the apartment shall be the exclusive right of UTA.

29. APPLIANCES: Unless specifically stated otherwise in an addendum to this Lease, UTA provides appliances with the Premises. Lessee shall keep and maintain all such appliances in good repair and condition so as to minimize the effects of normal use. Lessee shall not remove any UTA appliances from the Premises. It is Lessee's responsibility to note any damage to the appliances on the Inventory and Condition Form at the time of taking occupancy of the Premises.

PARKING

30. PARKING: There is a limit of one motor vehicle per Lessee and each adult Occupant. Lessee and the Occupant must purchase and properly display in their vehicle(s) a valid UTA Parking Permit. Lessee and the Occupants may park their vehicles only in the parking lots designated by UTA, and all parking rights are subject to the Rules and Regulations.

31. VEHICLES: All vehicles parked in UTA owned apartment parking lots not displaying a current inspection sticker, license tag, or proper UTA Parking Permit will be reported to the UTA Police Department for possible removal. The owner of the vehicle will be responsible for all costs incurred for removing the vehicle.

FURTHER AGREEMENTS CONCERNING PREMISES

32. SUBLEASING: Lessee shall not sell, sublease, assign, pledge or encumber this Lease.

33. NO PETS: Except for service or guide dogs for persons with disabilities, no pets are allowed (even temporarily) anywhere in or about the Premises without prior written authorization from UTA. Care and feeding of stray or unauthorized animals or pets is prohibited. If a pet has been in the Premises at any time during the Lessee's Term, Lessee shall be charged for all costs pertaining to damage to the Premises, de-fleaing, deodorizing, and/or carpet shampooing to protect future residents from possible health hazards. If Lessee or any Occupant is found to be in possession of any prohibited pet(s), Lessee may be charged a fee of no less than \$150 per incident, in addition to the foregoing charges for damages and cleaning, and UTA may treat such violation as a breach of this Lease. Lessee and Occupants will also be required to remove the pet from the Premises.

34. SMOKE DETECTORS: Smoke detectors are installed in UTA housing pursuant to Chapter 92, Subchapter F, of the Texas Property Code. UTA will inspect and repair a smoke detector if Lessee provides a **written request** to UTA for inspection or repair directed to the UTA Executive Director of Management Services. UTA does not have a duty to inspect or repair a smoke detector if the damage or malfunction is caused by the Lessee or a member of the Lessee's household, unless the Lessee pays in advance for the reasonable cost for the repair or replacement, including labor, materials, and overhead. UTA has no duty to provide, and Lessee shall at its cost provide, replacement batteries for battery-operated smoke detectors which were in good working order at the time of commencement of possession of the premises by the Lessee. Lessee, Occupant(s), or guest(s) shall not disable, disconnect, or remove batteries from smoke detectors. **NOTICE: Lessee and Occupant(s) shall not disconnect or intentionally damage a smoke detector or remove the battery from a smoke detector without immediately replacing it with a working battery. Lessee and Occupant(s) may be subject to damages, civil penalties, and attorney's fees under Section 92.2611 of the Texas Property Code for not complying with the foregoing notice.**

35. FIRE OR CRIMINAL ACTIVITY: In case of fire, smoke, or suspected criminal activity involving imminent harm to person or property, Lessee should immediately telephone the local fire, police or ambulance department, and then inform UTA. In such emergencies, residents without UTA provided phone service should call 911, and residents with UTA provided phone service should call 9-911.

36. WATER FURNITURE: UTA must consent to any water furniture in the Premises. Such furniture is permitted on the first floor only of specified UTA apartment communities. As a condition to consent, Lessee must maintain waterbed owners' insurance reasonably acceptable to UTA and sign and abide by the regulations stipulated in a "Water Bed Addendum" made part of the Lease.

37. UTA'S RIGHT OF ACCESS: Authorized UTA personnel may enter the Premises at any reasonable time for the purpose of inspection, repair, maintenance, and/or delivery of notices. In the event the Lessee is not readily available and access was gained during Lessee's absence, UTA shall endeavor to leave written notice on the Premises describing the nature and time of the access.

38. SURRENDER OF PREMISES: Lessee shall surrender the Premises at the expiration or earlier termination of this Lease in good condition and order, excepting only ordinary wear and tear and casualty damage. Lessee shall remove all personal property belonging to Lessee prior to surrender of the Premises. Upon Lessee's surrender of the Premises, Lessee and a UTA designated representative shall jointly inspect the Premises and shall record the condition of the Premises on an Inventory and Condition Form. Lessee and Occupants shall return all keys to the Premises to UTA at the time of check-out.

39. HOLDOVER: If Lessee holds over beyond the end of the Lease Term or any extension period (or beyond any different move-out date agreed to by the parties in writing), Lessee shall be responsible to pay \$100 in liquidated damages and triple the then current daily Rent rate charges for the holdover period. Further, Lessee shall indemnify UTA and prospective residents of the Premises for all damages, costs and expenses arising out of or related to Lessee's failure to timely vacate, including, without limitation, lost revenues, lodging expenses, and attorney's fees. Holdover Rent shall be due and payable upon demand by UTA.

40. CASUALTY: In the event of casualty to the Premises, UTA may, in its sole discretion, (i) rebuild and repair the damage to the Premises; (ii) relocate Lessee and Occupants to a substitute Premises; or (iii) terminate this Lease upon written notice to Lessee.

UTA may, in its sole discretion, abate or make an equitable adjustment to the Rent following a casualty to the Premises.

EARLY TERMINATION OF LEASE

- 41. EARLY TERMINATION BY LESSEE:** Lessee may terminate the Term of this Lease prior to the Lease Termination Date upon the following conditions precedent: (i) Lessee shall give UTA written notice of Lessee’s proposed date of early termination (“Early Termination Date”) not less than thirty (30) days prior to the Early Termination Date; (ii) Lessee must not be in default of this Lease at either the time of the giving of notice of termination to UTA or on the Early Termination Date; and (iii) Lessee and all Occupants must vacate the Premises no later than 5:00 pm on the Early Termination Date. Lessee’s exercise of such right of early termination shall not prejudice or preclude the Lessee’s right to a refund of all or a portion of the Deposit, but all terms and provisions of this Lease (including, without limitation, the obligation to pay Rent and other charges hereunder through the Early Termination Date and the provisions of Sections 38 and 39 of this Lease) shall remain in force and effect. The Premises will be inspected by a designated UTA representative during the check out procedure. Lessee is required to contact the UTA Resident Assistant designated for the Premises no later than five (5) days prior to the Lease Termination Date to schedule an appointment for the move-out inspection. UTA may charge reasonable fees for Lessee’s failure to follow established check-out procedures.
- 42. COST-OF-RELETTING FOR EARLY TERMINATION BY LESSEE:** The minimum Lease Term is three months from the Lease Commencement Date. In the event Lessee terminates this Lease under Section 41 within three months of the Lease Commencement Date, Lessee shall pay to UTA a cost-of-reletting charge equivalent to 85% of one month’s Rent, regardless of whether UTA is successful in reletting the Premises prior to the then current Lease Termination Date. Such amount shall be due at move-out and shall liquidate Lessee’s liability for the above cost-of-reletting; but it shall not liquidate or terminate Lessee’s liability for past due Rentals, cleaning, repairing, repainting, lock changes, or other sums due under the Lease.
- 43. EARLY TERMINATION BY UTA.** Notwithstanding any other provision of this Lease to the contrary, UTA may terminate this Lease prior to the Lease Termination Date on the following terms, conditions and notice:

CONDITION	UTA’S NOTICE REQUIREMENT
Lessee or Occupant’s actions pose life-threatening danger to self or others	Prior written notice is not required. Lessee and/or Occupant(s) may be subject to immediate and permanent removal from UTA Housing
Lessee or Occupant is found responsible for a behavior violation and is required by UTA Judicial Officer to vacate UTA Housing.	15 days prior written notice of termination to Lessee
Premises are taken pursuant to eminent domain	30 days prior written notice to Lessee
Casualty materially damaging the Premises	Reasonable (but in no event more than 30 days notice) prior written notice to Lessee

- 44. NOTICE FOR TAKING PROPERTY OUT OF SERVICE:** Lessee acknowledges that the Premises are a part of the property owned by UTA and that such property may be destined by UTA to be taken out of housing service during the Term of this Lease. Should UTA elect to take the Premises out of service, UTA may unilaterally amend the Lease Termination Date upon written notice to Lessee given not less than sixty (60) days prior to the amended Lease Termination Date. Lessee shall be entitled to a refund of any pre-paid rent applicable to the period after such amended Lease Termination Date. Lessee and the Occupants shall not have claim for, and hereby release and waive, all damages and claims of every kind and character against UTA by reason of such termination.

DEFAULT AND REMEDIES

- 45. DEFAULT:** If Lessee fails to timely make any payment or perform any obligation required of Lessee under this Lease or otherwise breaches this Lease, Lessee shall be in default of this Lease. Lessee further acknowledges and agrees that any breach of the terms and conditions of this Lease by an Occupant shall be deemed a default by Lessee under the Lease.
- 46. UTA DEFAULT REMEDIES:** Upon Lessee’s default under this Lease, UTA may, without the requirement of any further demand or notice of any kind or nature whatsoever and without waiver of any other right or remedy, enforce any remedy provided under this Lease or applicable law for such default, including, without limitation, (i) the right to terminate this Lease upon written notice thereof to Tenant; (ii) assess a late fee of \$25.00 for any late payment of a monetary obligation owing to UTA; (iii) immediately terminate the status of Lessee as an enrolled student at UTA; (iv) refuse re-admission to Lessee for any future classes at UTA; (v) withhold the grades, degree transcripts, or refunds of Lessee so long as any monies are owing to UTA by such Lessee; and (vi) refuse to enter into any future lease of housing to Lessee. Lessee acknowledges that Lessee and Occupants may be subject to separate disciplinary actions brought by UTA under the Rules and Regulations in connection with the breach of the Lease, in proceedings outside the scope of this Lease. Lessee acknowledges and agrees that the termination of Lessee’s rights under this Lease terminates the right of an Occupant to reside in the Premises, except as otherwise agreed in writing by UTA. If UTA terminates this Lease or Lessee’s right of possession of the Premises for default, Lessee agrees to vacate the Premises within the following periods:

DEFAULT	UTA’S NOTICE TO VACATE
Rent or any other payment owing to UTA is due and unpaid 5 days after the due date	3 days written notice to vacate
Any other default under this Lease for which a specific period of notice of termination is not expressly stated.	10 days written notice to vacate

All remedies of UTA under this Lease for default by Lessee are cumulative.

- 47. ABANDONMENT:** Lessee shall be deemed to have abandoned the Premises when all of the following have occurred; (1) Lessee and Occupants appear to have moved out in UTA's reasonable judgment; (2) clothes, furniture, and personal belongings have been substantially removed in UTA's reasonable judgment; (3) Lessee has been in default for non-payment of Rent for 5 consecutive days, or electric service for the premises not connected in UTA's name has been terminated; and (4) Lessee has not responded for 2 days to UTA's notice left on the inside of the main entry door, stating that UTA considers the Premises abandoned. Abandonment ends Lessee's right of possession and gives UTA the immediate right to; remove items of personal property, clean up, make repairs, and relet the Premises. UTA may, in its sole discretion and without prior notice, remove all personal property remaining in the Premises and store such property with a third party storage facility or at UTA storage facility, at the expense and for the account of Lessee. Property removed after an abandonment or judicial eviction may be disposed of by University if it is perishable (food, medicine, or plants) or worthless in University's reasonable judgment. If personal property is stored in a UTA facility and is not claimed by Lessee or any Occupant within sixty (60) days, UTA may at its election take title to or dispose of such property. UTA has no duty to store property after a judicial eviction.
- 48. COLLECTION COSTS:** Lessee agrees to pay to UTA upon demand all costs and expenses incurred by UTA in enforcing the provisions of this Lease including, without limitation, all collection fees, reasonable attorney fees, court costs, and costs of suit.
- 49. LIABILITY:** UTA shall not be liable to Lessee, any Occupant, or any guest or invitee of Lessee or any Occupant, for any death, injury, damages or losses (i) to persons or property occurring on or about the Premises or the facilities in which the Premises are contained; (ii) caused by any Lessee, Occupant, or guest or invitee of Lessee or any Occupant; or (iii) arising from theft, burglary, robbery, assault, vandalism, other criminal conduct, fire, smoke, flood, water leaks, rain, hail, ice, snow, lightning, wind, explosions, interruptions of utilities, electrical power surges, or other any occurrences. **Lessee and Occupants are strongly urged to obtain their own personal property or renter's insurance, health, life, and any other insurance to protect against all of the above.** Lessee and Occupants are also urged to protect electronic equipment with suitable surge protection devices. UTA has no duty to remove ice, sleet, or snow in or about the Premises; but may do so in whole or in part, with or without notice.
- 50. NOTICE AND CURE TO UTA AND MORTGAGEE.** On any act or omission by UTA which might give, or which Lessee claims or intends to claim gives, Lessee the right to damages from UTA or the right to terminate this Lease by reason of a constructive or actual eviction from all or part of the Premises, or otherwise, Lessee shall not sue for damages or attempt to terminate until it has given written notice of the act or omission to UTA and to the holder(s) of the indebtedness or other obligations secured by any mortgage or deed of trust affecting the Premises of whom UTA has given Tenant written notice, and a reasonable period of time for remedying the act or omission has elapsed following the giving of the notice, during which time UTA and the lienholder(s), or either of them, their agents or employees, may enter upon the Premises and do therein whatever is necessary to remedy the act or omission. During the period after the giving of notice and during the remedying of the act or omission, the Rent payable by Lessee shall not be abated and apportioned except to the extent that the Premises are untenable. To the extent permitted by applicable law, Lessee hereby waives the provisions of §91.004(b) of the Texas Property Code (or any successor thereto) and any other laws that may grant to Lessee a lien upon any of UTA's property or upon any rental due to UTA.

GENERAL CONTRACT PROVISIONS

- 51. LEGAL CONSTRUCTION:** If any one or more of the provisions contained in this Lease shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Lease shall be constructed as if such invalid, illegal, or unenforceable provision had never been contained therein.
- 52. TEXAS LAW TO APPLY:** This agreement shall be constructed under and in accordance with the laws of the State of Texas and all obligations of the parties created hereunder shall be performable in Tarrant County, Texas.
- 53. MERGER AND ALTERATION:** No alteration or variation of the terms and conditions of this Lease shall be valid unless made in writing and signed by the parties hereto. The Lease and all documents incorporated herein contain the entire agreement of the parties and no oral understanding or agreement not incorporated herein shall be binding on either of the parties hereto.
- 54. FORCE MAJEURE:** If UTA is prevented from completing performances of any obligations hereunder by an act of God, strikes, epidemics, war, acts of terrorism, riots, flood, fire, sabotage, or other occurrence whatsoever which is beyond the control of the parties hereto, then UTA shall be excused from any further performance of obligations and undertakings hereunder, to the full extent allowed under applicable law.
- 55. NOTICES TO PARTIES:** All notices from Lessee to UTA concerning this Lease or UTA Housing shall be addressed to UTA as follows: **University of Texas at Arlington, Executive Director of Management Services, UTA Box 19349, Arlington, Texas 76019.** All notices by UTA to Lessee and Occupants shall be addressed to the Premises.
- 56. STATE LAW AND CONSTITUTION:** Notwithstanding anything to the contrary in this Lease, UTA shall not be required to perform any act or to refrain from any act if that performance or non-performance would constitute a violation of the constitution or laws of the State of Texas. No provision of this Lease shall constitute, nor is it intended to constitute, a waiver of UTA's or the State of Texas' sovereign immunity to suit..
- 57. SPECIAL PROVISIONS:** The special provisions listed on the Apartment Lease Agreement and any Addendum shall control over any conflicting provisions of this printed Lease Agreement.