

**UNIVERSITY OF TEXAS AT ARLINGTON  
TERMS AND CONDITIONS  
for**

**HOUSE LEASE AGREEMENT**

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

University of Texas at Arlington agrees to provide housing accommodations to the Lessee subject to the stated terms and conditions. The Lessee agrees to be bound by all terms of this House Lease Agreement.

1. **REGULATIONS:** Lessee agrees to pay all charges as due and to comply with and abide by all terms and conditions which are contained in this document, the University General Information Catalog, the Housing Handbook, the **Rules and Regulations** of The Board of Regents of The University of Texas System, and the System-wide Policies of The University of Texas System (collectively called "Regents' Rules", all other University rules and regulations governing the conduct of students which are now in effect and any that may be promulgated and published, and any other applicable city, state, and federal laws.
2. **OFFER OF LEASE:** This Lease is offered on the condition that the Lessee will be accepted for admission to University. The offering of this House Lease does not guarantee or indicate that the Lessee has been admitted to University. Acceptance as a student at University of Texas at Arlington is acknowledged only through the Office of Admissions. Full-time or part-time students at University of Texas at Arlington with dependant children are eligible to live in a University house. Exceptions must be approved by the Assistant Director, Housing Operations. Registered sex offenders are not allowed to live in University-owned housing, which includes University residence halls, apartments, and houses.
3. **DEPOSIT:** The \$150.00 deposit is to guarantee occupancy and to cover any charges for damages to the premises at the end of the Lease Period and other applicable charges under the Lease Agreement. University is not obligated to return the security deposit until the Lessee gives University a written forwarding address for the purpose of refunding the security deposit. The deposit will be refunded less applicable charges pursuant to the Lease Agreement within thirty (30) days after the end of the Lease Agreement Period. 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.
4. **PAYMENTS:** Lessee agrees to pay the monthly rate, payable in advance and without demand, at University of Texas at Arlington Bursar Services at Davis Hall, on or before the first day of each month (the due date) without a grace period. Payments may be mailed, made electronically through the MyMav system, or delivered in person to the Bursar's Office. Failure to receive a bill does not release Lessee from responsibility for payment. Rent unpaid after the due date is delinquent and will authorize all remedies in this Lease Agreement. Lessee's right to possession and all of University's obligations are expressly contingent upon payment of rent, and use of the premises by Lessee is obtained only on the condition that rent is paid on time. Lessee further understands that for the purposes of computing a partial month's rent, the daily charge will be computed at 1/30th of the full monthly rate for the property, regardless of the number of calendar days in the month. Rental payments or other charges not received by University by the due date may subject the Lessee to a late fee of \$25.00; bar against re-admission; and withholding of grades, degree transcript, or refunds. In the event said rent payment has not been received by the fifth (5th) day after payment due date, Lessee shall be considered to have breached this Lease Agreement. In such instance, University may demand the Lessee to surrender the premises. In which case, the Lessee may be liable for a prorated rent and any additional expenses resulting therefrom as incurred by University up to and including the day in which Lessee ultimately vacates the premises. Should the above action by University be forthcoming, University will afford Lessee consideration by providing written notice no less than three (3) days prior to the day Lessee is directed to surrender the premises..
5. **COLLECTIONS:** Lessee covenants and agrees to pay all expenses incurred by University in collecting the total amounts due under this Lease Agreement, including collection fees, reasonable attorney fees, court costs, and other costs.
6. **TERMINATION:** Excepting in the case of default and/or breach of Articles in this Lease Agreement or Articles specifically provisioned otherwise, it is mutually understood and agreed that either the Lessee or University acting independently or in concert with the other may voluntarily terminate this Lease Agreement prior to the expiration date of the lease term or renewal period provided written notice of the intent to do so is delivered by the party requesting such action no less than thirty (30) days before the desired termination date. In the event the above is initiated by the Lessee, University agrees that this shall not prejudice or preclude the Lessee's right to a refund of all or a portion of the Security Deposit and/or unearned rent. Lessee understands, however, that should the actual desired termination date prevail into a subsequent monthly period, Lessee shall be liable for all rent accruing for that period.
7. **COST-OF-RELETING FOR EARLY TERMINATION:** The minimum lease term is three months from the original lease commencement date. In the event Lessee terminates this Lease Agreement within three months of the original lease commencement date, Lessee shall be responsible to pay a cost-of-reletting charge equivalent to 85% of one month's rent. In such instance, Lessee shall be responsible to pay a cost-of-reletting charge regardless of whether reletting attempts are successful. 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.

8. **HOLDOVER:** If Lessee holds over beyond the end of the lease term or renewal period after proper move-out or vacate notice has been given (or beyond a different move-out date agreed to by the parties in writing), Lessee shall be responsible to pay \$100 in liquidated damages and triple the daily rental rate charges for the hold over period. Further, Lessee shall indemnify University and prospective residents for 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 rents shall be due in advance on a daily basis and delinquent without notice or demand.
9. **GENERAL RULES OF OPERATION:**
  - A. Any Lessee or Occupant whose actions are in violation of this House Lease Agreement, University General Information Catalog, The Housing Handbook, the **Regents' Rules**, or other University rules and regulations or whose actions are disruptive to the use and enjoyment of the premises by other residents may be required to move to other University housing or may, at University's option, be requested to vacate the property described in the Lease with refunds and charges made pursuant to this Lease Agreement. Any Lessee or Occupant whose actions pose life-threatening danger to self or others is subject to immediate and permanent removal from University housing without prior written notice.
  - B. Alternations of this Lease Agreement with intent to change its terms, conditions, or purposes will void this Lease Agreement at the option of University.
  - C. University reserves the right to make changes in housing assignment with no extra contractual cost to the Lessee.
  - D. If the Lessee or Occupant violates any of the conditions of this Lease Agreement, University's Executive Director, Management Services may, in the future, refuse to lease any premises to the Lessee or Occupant(s).
  - E. No individual may reside in University housing unless listed and approved as a Lessee or Occupant.
10. **SOLICITATION:** No solicitation is allowed in University housing, pursuant to the **Regents' Rules**. Occasional sales or offers of sales of goods or services that otherwise comply with state law and municipal ordinances and are conducted in the privacy of an individual University house when the resident of such house has given specific invitation in advance for sales persons to come to the individual house for that purpose are not considered to be solicitation, provided that neither sales or offers of sales of goods or services within a University house by the occupant thereof on a continuing or scheduled basis will be permitted. No door-to-door sales of goods or services are allowed in University housing.
11. **LESSEE:** For the purpose of this Lease Agreement, the "Lessee" shall be construed by University to be singular in number. The Lessee is that tenant who signs the House Lease Agreement and accepts conveyance of the described property according to the Terms and Conditions of this House Lease Agreement.
12. **OCCUPANTS:** Lessee hereby acknowledges and affirms that the "Occupant(s)" listed on the House Lease Agreement are intended to jointly occupy the described property during the entire term of the Lease Agreement as either "Member(s) of the Lessee's Immediate Family" or as "Roommate(s)". For the purpose of this Lease Agreement, the term Roommate shall conform to the definition of full-time or part-time students, as specified in University Housing Rules. Lessee further agrees that any desired Occupant changes will be requested in writing to the Housing Office and that failure to do so is considered a breach of this Lease Agreement thereby subjecting this Lease Agreement to termination provisions contained within.
13. **SPECIAL PROVISIONS:** The special provisions listed on the House Lease Agreement and any Addendum shall control over any conflicting provisions of this printed Lease Agreement.
14. **DELAY OF OCCUPANCY:** If occupancy is or will be delayed because of construction, repairs, cleaning, or prior resident's holding over, University shall not be liable to Lessee for such delay, and the lease shall remain in force subject to: (1) abatement of rentals on a daily basis during the delay and (2) Lessee's right to terminate as set forth below. Such termination must be in writing. After such termination, Lessee shall be entitled only to refund of deposit and any rentals paid. Such rent abatement or lease termination shall not apply if delay is due to cleaning or repairs which do not prevent Lessee's occupancy. If University has not given notice of delay as set forth below, Lessee may terminate up to the date the premises is ready for occupancy, but not thereafter. If University delivers written notice to Lessee before lease commencement date, and if such notice states that construction delay is anticipated and that the premises will be ready for occupancy on a specific date, Lessee may terminate the lease within 7 days after delivery of such written notice, but not thereafter. The date the premises are ready for occupancy shall be considered the new lease commencement date for all purposes. Such new lease commencement date may not be moved to an earlier date except by mutual written agreement of Lessee and University.
15. **PREMISES ACCEPTANCE:** Lessee's occupancy of the leased premises shall constitute Lessee's acceptance of the premises in an "AS IS" condition, without requiring any repairs, additional improvements, or alterations. An Inventory and Condition Form will be provided to Lessee on or before move-in. Within 48 hours after move-in, Lessee shall note all defects or damages on the form and return it to owner's representative; otherwise, everything will be deemed to be in clean, safe and good working condition.
16. **PREMISES CARE AND MAINTENANCE: (Structure and Parts Thereto)** Lessee shall be responsible for all maintenance to the premises for the term of this Agreement at no expense to Lessor. So long as the Lessee shall remain in possession of the described premises which includes any garage or carport, Lessee shall keep and maintain all portions of the premises in good repair and condition so as to minimize the effects of normal use and/or natural deterioration. This shall include, but not be limited to, all fixtures (electrical or plumbing), glass, closets, floors, walls, and ceilings. Lessee shall not remove property of University including fixtures, screens, etc. Lessee shall be liable to University for damages caused by the Lessee, Occupant(s), or guests. **(Grounds):** Lessee shall be responsible for all grounds maintenance. Lessee shall keep the lawn clean and trimmed at all times. If Lessee fails to exercise this condition of the Agreement, Lessor shall charge Lessee for the expense incurred by Lessor to have

the grounds cleaned or trimmed. The above shall include, but not be limited to lawn and shrubbery care, items of refuse, garbage, debris, discarded furniture, appliances, toys, and/or vehicles. Lessee shall execute and fulfill all the ordinances of the City of Arlington applicable to said premises and all orders or requirements imposed by the Board of Health, Sanitation, and Police Departments for the correction, prevention, or abatement of nuisances in, upon, or connected with said premises during the term of this Agreement at Lessee's expense. This shall also be construed to mean Lessee will keep and maintain the premises consistent with adjoining and neighboring property presentment.

17. **DUTY TO REPAIR:** The duty of University to remedy or repair conditions materially affecting the physical health or safety of an ordinary tenant is established by **Section 92.052 et seq. of the Texas Property Code**. The Lessee is required to give **written notice** to the Executive Director, Management Services specifying such conditions as a prerequisite to all rights and remedies under law. Lessee shall promptly notify University'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 property, health or safety. Lessee shall be responsible to pay for damages resulting from failure to promptly report any of the conditions noted above. University may turn off equipment and interrupt utilities as needed to avoid property damage or perform work requiring such interruption. University shall act with reasonable diligence in making repairs and reconnections and rent shall not abate.
18. **PHYSICAL IMPROVEMENTS AND ALTERATIONS:** Lessee shall neither make nor cause to be made any improvements, additions, or alterations of any kind to the premises without the written consent of the Executive Director, Management Services in which case improvements, additions, or alterations will be made at Lessee's expense and become a part of the described property to which Lessee shall have no claim to ownership. Among the improvements, additions, or alterations that may not be done without prior written consent from University are painting, shelving, cupboards, wall paper, contact paper applications, and light fixtures which would require additional wiring.
19. **SUBLEASING:** Lessee shall not sell, sublease, or assign this Lease Agreement.
20. **UTILITIES:** Unless otherwise specifically included herein by Addendum, Lessee agrees to be solely responsible for the costs and all related charges and deposits of utility services to the described property so long as this Agreement is in effect. Lessee shall not allow utilities to be disconnected by any means (including non-payment of bill) until the end of the lease term or renewal period.
21. **USE OF PREMISES:** Lessee shall occupy the leased premises for the purpose of private residence only, not for the purpose of conducting business or other activity, and will abide by applicable rules and policies for University Housing. The parties agree that such rules and policies are made a part of this Lease Agreement, as they are set out in full. Lessee further acknowledges receipt of said rules and policies before executing this Lease Agreement.
22. **LIABILITY:** University shall not be liable for any damages or losses to persons or property caused by any Lessee, Occupant, or guest. Further, University shall not be liable to any Lessee, Occupant, or guest for injury, damage, or loss to persons or property caused by 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 occurrences. **Residents are strongly urged to obtain personal property or renter's insurance, health, life, and any other insurance to protect against all of the above.** Residents are also urged to protect electronic equipment with suitable surge protection devices. University has no duty to remove ice, sleet, or snow; but may do so in whole or in part, with or without notice.
23. **FORCE MAJEURE:** If University 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 University shall be excused from any further performance of obligations and undertakings hereunder, to the full extent allowed by **Chapters 91 and 92 of the Texas Property Code**.
24. **FREEZE DAMAGE PROTECTION:** All costs associated with necessary repairs to the premises will be the responsibility of the Lessee if the Lessee does not take all due care to protect interior and exterior plumbing from weather damage. Unless otherwise instructed by University, Lessee shall on a 24 hour-a-day basis during freezing weather; (1) keep the premises heated to at least 50 degrees; (2) keep cabinet and closet doors open; and (3) drip hot and cold water faucets.
25. **MERGER AND ALTERATION:** No alteration or variation of the terms and conditions of this Lease Agreement shall be valid unless made in writing and signed by the parties hereto. The Lease Agreement 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.
26. **WEAPONS:** The use or possession of firearms, fireworks, or any illegal or lethal weapon anywhere in University housing, or elsewhere on University campus is prohibited. Weapons prohibited anywhere in University housing or elsewhere on University campus are defined by Texas Penal Code, Title 10, Chapter 46 and 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 University housing, or elsewhere on University campus include fireworks, toy look-alike guns, paintball guns, pellet or BB guns, and decorative firearms (working or non-working),

27. **NO PETS:** Except for service or guide dogs for persons with disabilities, no pets are allowed (even temporarily) anywhere in the house or yard without prior written authorization from University. Care and feeding of stray or unauthorized pets is prohibited. If a pet has been in the residence at any time during the Lessee's term of occupancy, Lessee shall be charged for damages, de-fleaing, deodorizing, and/or carpet shampooing to protect future residents from possible health hazards. Any Lessee or Occupant found to be in possession of any prohibited pet(s) may be charged a fee no less than \$150 per incident, in addition to a charge equal to any cleaning and sanitation fees incurred by University. Lessee and Occupants will also be required to remove the pet from University housing immediately. Repeat violations may result in additional disciplinary actions, including termination of this Lease Agreement
28. **LOCKS AND KEYS:** University shall install, change, or re-key a security device on any exterior door or window of University housing after receiving a **written request** from the Lessee. Installation or change of security devices or re-keying of University housing units will be conducted pursuant to **Section 92.1516 and 92.157 of the Texas Property Code. A charge for labor, materials, overhead, and extra keys provided by University must be paid by the Lessee pursuant to state law.** Once installed, a security device becomes a fixture of University housing and may not be removed without written permission of University.
29. **LOST KEYS:** Lessee agrees to report any lost or stolen keys to the Housing Office immediately. The lock will be changed and new keys will be issued to the Lessee and Occupant(s). A charge for labor, material, overhead, and extra keys provided by University must be paid by the Lessee pursuant to state law.
30. **SMOKE DETECTORS:** Smoke detectors are installed in University housing pursuant to **Chapter 92, Subchapter F, of the Texas Property Code.** University will inspect and repair a smoke detector if Lessee provides a **written request** to University for inspection or repair directed to the Executive Director, Management Services. University 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. University has no duty to 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.**
31. **PARKING:** Lessee agrees that neither Lessee's, Occupant's, nor guest's vehicles shall be either temporarily or permanently parked on the premises on other than a driveway (as visibly evident on the property, or as specified by Lessor), or public street where permissible by local ordinance.
32. **CONDUCT:** In case of fire, smoke, or suspected criminal activity involving imminent harm, residents should immediately telephone the local fire, police or ambulance department by calling 911 and then contact University's representative. Lessee agrees that the leased 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 and/or similarly interfere with the responsible management of said property by University. 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. 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 university-owned rental houses.
33. **FURNISHINGS:** Lessee shall furnish the leased property at his/her own expense and risk. Nothing in this Agreement shall be construed to imply that Lessor will furnish the premises or insure Lessee's personal items against risk of loss.
34. **WATER FURNITURE:** Water furniture is not permitted in any University House.
35. **ABANDONMENT:** "Abandonment", as used in this lease, means that (1) Lessee and Occupant(s) appear to have moved out in University's reasonable judgment because of substantial removal of clothes, furniture, or personal belongings from the house, and (2) either the lease termination date is passed or no one has been in the house for 5 consecutive days while the rent is due and unpaid. If there has been a judicial eviction or an abandonment of the house, University may remove and/or store all property remaining in or upon the premises or grounds at the Lessee's expense. However, University has no duty to store property after a judicial eviction. Property removed after an abandonment or judicial eviction may be thrown away by University if it is perishable (food, medicine, or plants) or worthless in University's reasonable judgment. All other property removed and stored by University shall after 60 days become the property of University to be either used or disposed of in accordance with the **Regents' Rules.**
36. **VEHICLES:** All vehicles parked on University property not displaying a current inspection sticker or license tag 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.
37. **DEFAULT:** If Lessee defaults in any of Lessee's obligations under the provisions of this Agreement, University may enforce the performance of the Lease Agreement in any mode provided by law, and this Lease Agreement may be terminated at University's discretion. Lessee further understands and agrees that violation of any rules concerning University housing may be considered by University to be default or breach to Articles of this Lease Agreement.

38. **NOTICE FOR TAKING PROPERTY OUT OF SERVICE:** Lessee hereby agrees that the leased premises are a part of the property owned by University for the purposes of expansion, and that the said property may be destined by University during the term of this Lease Agreement to be taken out of service. Should such occur, University hereby, agrees to provide Lessee with no less than sixty (60) days written notice by certified mail prior to the effective date property is to be taken out of service. Lessee shall then be entitled to refund according to the terms and conditions of this Lease Agreement. Lessee shall not have claim for damages or demand of any kind or character on and to University by reason of such action.
39. **UNIVERSITY'S RIGHT TO ACCESS:** Authorized University personnel may enter the premises for the purpose of inspection, maintenance, or delivery of notice under reasonable and restrained conditions. In the event the Lessee is not readily available and access was gained during Lessee's absence, University shall leave written notice on the premises described the nature and exact time of the access.
40. **SURRENDER OF PREMISES:** Lessee shall surrender the leased premises at the expiration or earlier termination of this lease in good condition and order, excepting only ordinary wear and tear and damage by fire or other casualty. Lessee shall remove all personal property belonging to Lessee prior to surrender of the premises. Upon surrender of the premises, Lessee and a University representative shall jointly inspect the premises and shall record the condition of the premises on the inventory form. After University is satisfied with the condition of the premises, University shall request return of all keys. Upon return of all keys, this Lease Agreement shall be considered terminated.
41. **NOTICE TO UNIVERSITY:** All notices from Lessee to University concerning this Lease Agreement or University Housing shall be addressed to University as follows: **University of Texas at Arlington, Director of Housing and University Center, UTA Box 19349, Arlington, Texas 76019.**
42. **LEGAL CONSTRUCTION:** If any one or more of the provisions contained in this Lease Agreement 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 Agreement shall be constructed as if such invalid, illegal, or unenforceable provision had never been contained therein.
43. **TEXAS LAW TO APPLY:** This agreement shall be constructed under and in accordance with the laws of the State of Texas and all obligation of the parties created hereunder shall be performable in Tarrant County, Texas.
44. **SMOKING:** Smoking will not be permitted anywhere inside any University housing facility or within fifty (50) feet of any entry to a University housing facility. Violation of the smoking policy will result in a fine of \$25.00 for each violation and the possibility of additional disciplinary action for repeat violations, including termination of this Lease Agreement.

**Rev: 5/20/2008**