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.

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, Auxiliary Services.

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 unless you have an existing $150 deposit on record with University. 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. The deposit is refundable after your stay with University Housing is complete, on the condition that you have no additional future housing contract with University. 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 and provided Student does not have a future housing contract with University. A deposit not received with the signed Contract will result in the room reservation being cancelled.

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 Office of Student Accounts 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.

D. A Contract Cancellation must be made in writing for each contract signed.

E. Student may request an early contract cancellation prior to the Contract Start Date. If contract cancellation is granted by University prior to contract start date, Student shall be released from the Contract but shall pay penalties as described below. If contract cancellation is granted by University after contract start date, Student shall pay the penalties as described below, unless University also approves an Academic or Military Exception as described below. Student may request an Academic Exception in the following instances: (i) Student is scheduled to graduate during the Term, (ii) Student is enrolled in a University Study Abroad Program during the Term, or (iii) Student is enrolled in a For-Credit Internship which requires daily travel further than 45 miles from the Residence Hall during the Term. Student may request a Military Exception if Student has received official orders requiring military deployment for more than 30 continuous days during the Term. Student must submit such official written documentation evidencing the reason for the request for an Academic or Military Exception as may be required by the University Housing Office. If University approves a request for contract cancellation for an Academic or Military Exception, Student may thereafter cancel this Contract upon the following conditions precedent: (i) Student shall give University written notice of contract cancellation not less than sixty (60) days prior to the contract cancellation Date; (ii) Student must not be in default of this Contract at either the time of the giving of notice of contract cancellation to University or on the contract cancellation Date; and (iii) Student must vacate the room in accordance with Section IX.

F. 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 transfer.
   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 transfer, if 60-day written notice is provided.
   b. All other payments, penalties, and fees stay the same as outlined in the apartment lease.

FALL AND SPRING CONTRACTS FOR OCCUPANCY BEGINNING AUGUST 20, 2018 AND ENDING MAY 11, 2019

This Contract is binding for the entire Academic Year (Fall and Spring Semesters) or any remaining portion thereof if the Contract is signed after the start of classes of the Fall semester. If a student terminates this Contract for the Fall or Spring semester, the student will be responsible for the following housing charges:

(A) CHARGES FOR THE FALL AND SPRING SEMESTERS:

Contract Termination before Contract Start Date:
Student shall pay the following Contract Release Fee:
- 20% of housing charges for contracted period if contract is terminated between January 1, 2018 and the Contract Start Date for contracts signed before January 1, 2018.
- 20% of housing charges for contracted period if contract is terminated between May 1, 2018 and the Contract Start Date for contracts signed after January 1, 2018.

Contract Termination after Contract Start Date: Student shall pay the Daily Contract Rate multiplied by number of days between the Contract Start Date and the later of the date Student terminates the contract or vacates the room, plus the following Contract Release Fee:
- 25% of remaining housing charges for termination between the Contract Start Date and the 15th class day of the fall semester.
- 50% of remaining housing charges for termination between the 16th class day and the 20th class day of the fall semester.
- 75% of remaining housing charges for termination between the 21st class day and the 25th class day of the fall semester.
- 100% of remaining housing charges for termination after the 25th class day of the fall semester.

(B) HOUSING DEPOSIT REFUND SCHEDULE
Terminations made by the Student must be received on or before the following dates to be entitled to a Housing Deposit refund. The Student will be responsible for housing charges outlined above and the Housing Deposit refund will be made according to the following schedule:

Fall Semester - Returning Students Renewing Contract
- Between contract signing and 7 calendar days after contract signing – 100% Housing Deposit refund
- After contract signing and 7 calendar days - HOUSING DEPOSIT WILL NOT BE REFUNDED

Fall Semester - New Students With New Contract
- After contract is signed until May 1, 2018 – 100% Housing Deposit refund
- After May 1, 2018 – HOUSING DEPOSIT WILL NOT BE REFUNDED

WINTER SESSION CONTRACTS FOR OCCUPANCY BEGINNING DECEMBER 16, 2018 AND ENDING JANUARY 10, 2019 (FOR CURRENT RESIDENTS ONLY)
This Contract is binding for the entire Winter Session Semester or any remaining portion thereof if the Contract is signed after the start of classes of the Winter Session Semester. If a student terminates this Contract, the student will be responsible for the following housing charges:

(A) CHARGES FOR WINTER SESSION SEMESTER:

Contract Termination before Contract Start Date:
Student shall pay the following Contract Release Fee:
- 20% of housing charges for contracted period if contract is terminated between November 1, 2018 and the Contract Start Date.

Contract Termination after Contract Start Date: Student shall pay the Daily Contract Rate multiplied by number of days between the Contract Start Date and the later of the date Student terminates the contract or vacates the room, plus the following Contract Release Fee:
- 25% of remaining housing charges for termination between the Contract Start Date and the 4th class day of Winter Session.
- 100% of remaining housing charges for termination after the 5th class day of Winter Session.

(B) HOUSING DEPOSIT REFUND SCHEDULE
Terminations made by the Student must be received on or before the following dates to be entitled to a Housing Deposit refund. The Student will be responsible for housing charges outlined above and the Housing Deposit refund will be made according to the following schedule:

WINTER SESSION:
- After contract is signed until November 1 - 100% Housing Deposit refund
- After November 1, 2018 – HOUSING DEPOSIT WILL NOT BE REFUNDED

SPRING SEMESTER ONLY CONTRACTS FOR OCCUPANCY BEGINNING JANUARY 11, 2019 AND ENDING MAY 11, 2019

This Contract is binding for the entire Spring Semester or any remaining portion thereof if the Contract is signed after the start of classes of the spring semester. If a student terminates this Contract for the Spring semester, the student will be responsible for the following housing charges:

(A) CHARGES FOR THE SPRING SEMESTER (New Spring Assigned Students Only):

Contract Termination before Contract Start Date:
Student shall pay the following Contract Release Fee:
- 20% of housing charges for contracted period if contract is terminated between October 1, 2018 and the Contract Start Date.

Contract Termination after Contract Start Date: Student shall pay the Daily Contract Rate multiplied by number of days between the Contract Start Date and the later of the date Student terminates the contract or vacates the room, plus the following Contract Release Fee:
- 25% of remaining housing charges for termination between the Contract Start Date and the 15th class day of the spring semester.
- 50% of remaining housing charges for termination between the 16th class day and the 20th class day of the spring semester.
- 75% of remaining housing charges for termination between the 21st class day and the 25th class day of the spring semester.
- 100% of remaining housing charges for termination after the 25th class day of the spring semester.

(B) HOUSING DEPOSIT REFUND SCHEDULE
Terminations made by the Student must be received on or before the following dates to be entitled to a Housing Deposit refund. The Student will be responsible for housing charges outlined above and the Housing Deposit refund will be made according to the following schedule:

Spring Semester – (New Spring Assigned Students Only):
- After contract is signed until Oct. 1 - 100% Housing Deposit refund
- After October 1, 2018 – HOUSING DEPOSIT WILL NOT BE REFUNDED

MAYMESTER AND SUMMER SESSION I CONTRACTS FOR OCCUPANCY BEGINNING MAY 12, 2019 AND ENDING JULY 9, 2019 (FOR CURRENT RESIDENTS ONLY)

This Contract is binding for the entire Maymester and Summer Session I Semester or any remaining portion thereof if the Contract is signed after the start of classes of the Maymester. If a student terminates this Contract, the student will be responsible for the following housing charges:

(A) CHARGES FOR MAYMESTER and SUMMER SESSION I SEMESTER:

Contract Termination before Contract Start Date:
Student shall pay the following Contract Release Fee:
- 20% of housing charges for contracted period if contract is terminated between May 1, 2019 and the Contract Start Date.

Contract Termination after Contract Start Date: Student shall pay the Daily Contract Rate multiplied by number of days between the Contract Start Date and the later of the date Student terminates the contract or vacates the room, plus the following Contract Release Fee:
- 25% of remaining housing charges for termination between the Contract Start Date and the 5th class day of Maymester.
- 50% of remaining housing charges for termination between the 6th class day and the 10th class day of Maymester.
- 100% of remaining housing charges for termination after the 10th class day of Maymester.

(B) HOUSING DEPOSIT REFUND SCHEDULE
Terminations made by the Student must be received on or before the following dates to be entitled to a Housing Deposit refund. The Student will be responsible for housing charges outlined above and the Housing Deposit refund will be made according to the following schedule:
MAYMESTER AND SUMMER SESSION I – (Current Residents Only):

- After contract is signed until May 1 - 100% Housing Deposit refund
- After May 1, 2019 – HOUSING DEPOSIT WILL NOT BE REFUNDED

MAYMESTER AND SUMMER 11 WEEK CONTRACTS FOR OCCUPANCY BEGINNING MAY 12, 2019 AND ENDING AUGUST 14, 2019 (FOR CURRENT RESIDENTS ONLY)

This Contract is binding for the entire Maymester and Summer 11Week Session Semester or any remaining portion thereof if the Contract is signed after the start of classes of the Maymester. If a student terminates this Contract, the student will be responsible for the following housing charges:

(B) CHARGES FOR MAYMESTER and SUMMER 11 WEEK SESSION SEMESTER:

Contract Termination before Contract Start Date:
Student shall pay the following Contract Release Fee:
- 20% of housing charges for contracted period if contract is terminated between May 1, 2019 and the Contract Start Date.

Contract Termination after Contract Start Date: Student shall pay the Daily Contract Rate multiplied by number of days between the Contract Start Date and the later of the date Student terminates the contract or vacates the room, plus the following Contract Release Fee:
- 25% of remaining housing charges for termination between the Contract Start Date and the 5th class day of Maymester.
- 50% of remaining housing charges for termination between the 6th class day and the 10th class day of Maymester.
- 100% of remaining housing charges for termination after the 10th class day of Maymester.

(B) HOUSING DEPOSIT REFUND SCHEDULE
Terminations made by the Student must be received on or before the following dates to be entitled to a Housing Deposit refund. The Student will be responsible for housing charges outlined above and the Housing Deposit refund will be made according to the following schedule:

MAYMESTER AND SUMMER 11 WEEK SESSION – (Current Residents Only):

- After contract is signed until May 1 - 100% Housing Deposit refund
- After May 1, 2019 – HOUSING DEPOSIT WILL NOT BE REFUNDED

SUMMER SESSION I CONTRACTS FOR OCCUPANCY BEGINNING JUNE 2, 2019 AND ENDING JULY 09, 2019

This Contract is binding for the entire Summer Session I Semester or any remaining portion thereof if the Contract is signed after the start of classes of the Summer Session I Semester. If a student terminates this Contract, the student will be responsible for the following housing charges:

(A) CHARGES FOR MAYMESTER and SUMMER SESSION I SEMESTER:

Contract Termination before Contract Start Date:
Student shall pay the following Contract Release Fee:
- 20% of housing charges for contracted period if contract is terminated between May 1, 2019 and the Contract Start Date.

Contract Termination after Contract Start Date: Student shall pay the Daily Contract Rate multiplied by number of days between the Contract Start Date and the later of the date Student terminates the contract or vacates the room, plus the following Contract Release Fee:
- 25% of remaining housing charges for termination between the Contract Start Date and the 5th class day of Summer Session I.
- 50% of remaining housing charges for termination between the 6th class day and the 10th class day of Summer Session I.
- 100% of remaining housing charges for termination after the 10th class day of Summer Session I.

(B) HOUSING DEPOSIT REFUND SCHEDULE
Terminations made by the Student must be received on or before the following dates to be entitled to a Housing Deposit refund. The Student will be responsible for housing charges outlined above and the Housing Deposit refund will be made according to the following schedule:

SUMMER SESSION I:

- After contract is signed until May 1 - 100% Housing Deposit refund
- After May 1, 2019 – HOUSING DEPOSIT WILL NOT BE REFUNDED

SUMMER 11 WEEK SESSION CONTRACTS FOR OCCUPANCY BEGINNING JUNE 2, 2019 AND ENDING AUGUST 14, 2018

This Contract is binding for the entire Summer 11Week Session or any remaining portion thereof if the Contract is signed after the start of classes of the Summer 11 Week Session. If a student terminates this Contract, the student will be responsible for the following housing charges:
### (B) CHARGES FOR SUMMER SESSION II SEMESTER:

- **Contract Termination before Contract Start Date:**
  - Student shall pay the following Contract Release Fee:
    - 20% of housing charges for the contracted period if contract is terminated between May 1, 2019 and the Contract Start Date.

- **Contract Termination after Contract Start Date:**
  - Student shall pay the Daily Contract Rate multiplied by number of days between the Contract Start Date and the later of the date Student terminates the contract or vacates the room, plus the following Contract Release Fee:
    - 25% of remaining housing charges for termination between the Contract Start Date and the 5th class day of Summer Session II.
    - 50% of remaining housing charges for termination between the 6th class day and the 10th class day of Summer Session II.
    - 100% of remaining housing charges for termination after the 10th class day of Summer Session II.

### (B) HOUSING DEPOSIT REFUND SCHEDULE

Terminations made by the Student must be received on or before the following dates to be entitled to a Housing Deposit refund. The Student will be responsible for housing charges outlined above and the Housing Deposit refund will be made according to the following schedule:

**SUMMER SESSION II:**
- After contract is signed until May 1, 2019 - 100% Housing Deposit refund

## SUMMER SESSION II CONTRACTS FOR OCCUPANCY BEGINNING JULY 9, 2019 AND ENDING AUGUST 14, 2019

This Contract is binding for the entire Summer Session II Semester or any remaining portion thereof if the Contract is signed after the start of classes of the Summer Session II Semester. If a student terminates this Contract, the student will be responsible for the following housing charges:

### (A) CHARGES FOR SUMMER SESSION II SEMESTER:

- **Contract Termination before Contract Start Date:**
  - Student shall pay the following Contract Release Fee:
    - 20% of housing charges for the contracted period if contract is terminated between June 1, 2019 and the Contract Start Date.

- **Contract Termination after Contract Start Date:**
  - Student shall pay the Daily Contract Rate multiplied by number of days between the Contract Start Date and the later of the date Student terminates the contract or vacates the room, plus the following Contract Release Fee:
    - 25% of remaining housing charges for termination between the Contract Start Date and the 5th class day of Summer Session II.
    - 50% of remaining housing charges for termination between the 6th class day and the 10th class day of Summer Session II.
    - 100% of remaining housing charges for termination after the 10th class day of Summer Session II.

### (B) HOUSING DEPOSIT REFUND SCHEDULE

Terminations made by the Student must be received on or before the following dates to be entitled to a Housing Deposit refund. The Student will be responsible for housing charges outlined above and the Housing Deposit refund will be made according to the following schedule:

**SUMMER SESSION II:**
- After contract is signed until June 1 - 100% Housing Deposit refund
- After June 1, 2019 – HOUSING DEPOSIT WILL NOT BE REFUNDED

### 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. Generally, Student may request to live with a designated Student based on a self-selection process. In this instance, Student preference profiles may be considered by Student but will not be considered by University. Alternatively, University may try to match roommates based on Student preference profiles. In any case, University cannot guarantee requested preferences in the room assignment process. University may assign or reassign Student without regard to requested preferences.

**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 three (3) 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 Halls within twenty-four hours after the UT Arlington Housing Office has issued to Student authorization or direction to move, Student may 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 forfeit the deposit and will 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 a non-refundable $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 open at 9:00am the Monday before the first day of classes for the Fall and at 9:00am 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 Summer semesters and will open at 9:00am the Sunday 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. Designated Residence Halls will open at 9:00am the Sunday before the first day of classes for the Winter Session. 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. The UT Arlington Housing Office will designate specific rooms in Arlington Hall, Lipscomb North Hall and Lipscomb South Hall, which will be the only Residence Halls providing student housing for Winter session between December 16, 2018 to January 10, 2019. Student must execute a separate Contract for Winter session housing and pay for additional dates of occupancy if Winter session housing is desired. Students who do not to live in the designated Winter session halls for Fall and Spring semesters would be required to relocate temporarily for Winter session housing. In this instance, residents of, KC, Trinity, Vandergriff and West Campus Residence Hall would move into Arlington or Lipscomb Hall on December 16, 2018 and return to their permanent housing assignment on January 09, 2019 at 9:00am (coinciding with early arrival schedule.)

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 noon 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 10am 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 $80 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 or on the ten days 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 last final exam finishes or by 3pm on the day after final exams end, whichever comes first.

E. All Residence Halls will close at noontime the day after final exams end in the Fall and Spring semesters. All Residence Halls will close at 10am the day after final exams end in the Summer and at 12 pm Winter semesters. The Fall and Spring semesters contract does not permit use of a room for the period between Fall and Spring Semester, which will be the only Residence Halls providing student housing for Winter session or Maymester and/or Summer school.

F. Each semester the UT Arlington Housing Office may make a room available for special occupancy at 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 by the University and disposed of in accordance with applicable 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; Weapons

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 agree 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 unapproved animals are permitted except for service animals or emotional support animals for persons with disabilities, or fish in small (10 gallons or less) aquariums. Unapproved animals are allowed (even temporarily) anywhere in or about the Student’s Residence Hall or Student’s room. In advance of housing an emotional support animal, Student must register and obtain approval from the Office of Students with Disabilities and Student must complete the necessary animal registration process with University Housing.

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 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. Student agrees that Student has inspected the Student’s room prior to move in and is not aware of any signs of bed bugs or any other pest infestation, or will inspect Student’s room within 72 hours after move-in and notify UTA immediately of any bed bugs or any other pest infestation. Student is required to disclose information about any exposure to bed bugs or any other pests in previous dwellings. Student agrees that: (1) Student has not previously experienced or been subjected to bed bugs or any other pests in other dwellings and is not aware of bed bugs or any other pest in any furniture, clothing or personal property, or (2) Student has previously been exposed to bed bugs or any other pest but all of Student’s personal property has been treated by a licensed pest control professional and is free from further infestation. Student is required to fully cooperate with UTA and the pest control services to access the Student’s room at reasonable times to inspect or treat bed bugs or any other pest if found in the Student’s room. Student must have all furniture and personal property treated by a licensed pest control professional, approved by UTA, at his or her own expense unless agreed to otherwise in writing.

Failure to do so is a Contract violation and UTA may terminate this Contract and right of occupancy and exercise all rights and remedies under the Contract. Student must promptly notify UTA of any known or suspected bed bugs or any other pest infestation in the Student’s room or personal property; of any recurring or unexplained bites or skin irritations that may be caused by bed bugs or any other pest in the Student’s room; and of any discovery that might indicate the presence of bed bugs or any other pest. Student must cooperate with UTA if bed bugs or any other pest are confirmed. Student agrees that personal property that cannot be treated or cleaned must be destroyed and disposed of off-site. UTA has the right to have Student temporarily vacate the dwelling and remove personal possessions in order to perform pest control treatments. Failure to comply is a violation and the University may terminate Student’s Contract and right of occupancy and exercise all rights and remedies under the Contract. UTA has the right to require Student to pay for all reasonable costs of cleaning and pest control treatment incurred by UTA for treating for bed bugs or any other pest. Likewise, if bed bugs or any other pests are confirmed in the Student’s room after Student vacates, Student may be required to pay for cleaning and pest control treatments incurred by UTA to move or relocate residents in adjacent dwellings in order to perform pest control treatments in other Student’s room. If Student fails to pay for any of these costs, Student shall be in default, and UTA may terminate the Student’s right of occupancy and exercise all rights and remedies under the Contract. If UTA allows the Student to transfer to another University-Owned Property, the Student must have all personal property treated by a licensed pest control professional according to accepted methods. In this instance, Student must provide documentation of the cleaning and treatment that is satisfactory to UTA.

F. 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). Notwithstanding the above, individuals licensed by the State of Texas to carry a concealed handgun may be in possession of a handgun in owned housing in accordance with State Law and UTA policy. A licensed holder in University owned housing must have their handgun(s) on or about their person or safely secured or stored to prevent tampering or theft. The handgun must be stored in a combination or electronic locking steel safe when the handgun is not on or about their person. The safe must be securely attached to a bed frame or other furniture with a steel tethering cable, so as to minimize the possibility of theft. For more information regarding Campus Carry, visit: www.uta.edu/campuscarry. Violation of this policy will be a breach of the Contract and the University may terminate the Contract and right of occupancy and exercise all rights and remedies under the Contract.

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 Community Standards.

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 halls by other students by an officer from University Housing. Students not living in Arlington Hall, Kalpana Chawla Hall, Lipscomb Hall, Vandergriff Hall or West Campus Hall must adhere to the University’s smoking policy. Students not living in Arlington Hall, Kalpana Chawla Hall, Lipscomb Hall, Vandergriff Hall or West Campus 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

XIII. Meals

A. If Student is assigned to Arlington Hall, Kalpana Chawla Hall, Lipscomb Hall, Vandergriff Hall or West Campus 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, Lipscomb Hall, Vandergriff Hall or West Campus Hall may elect to execute a Meal Plan Contract with University in the form specified by University.
in writing and submitted to the UT Arlington Housing Office within the first week of classes each semester. Unused meals 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. Unused Dining Dollars and College Park dollars at the end of the Spring semester will be converted to MavMoney.

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 with the exception of Labor Day and Martin Luther King Jr. Day, which include Maymester and other student holidays that University may designate. The last meal served is dinner on the final day of exams each semester. Limited meal service will be available during Winter session for an additional fee. 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 Student 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.

C. No solicitation or door-to-door sales of goods and services are allowed in the University Residence Hall. 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 University Residence Hall when Student has given written consent are permitted. 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.

D. 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.

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