Addendum to Apartment Lease Agreements

The 2019 Novel Coronavirus or similar public health crisis (“COVID”) is expected to impact the University of Texas at Arlington (“UTA”) community and campus experience in unprecedented ways. UTA and impacted individuals have a joint responsibility to minimize risk and the potential spread of communicable disease within the campus community. Residents of UTA Housing should anticipate changes to the UTA housing and dining experience as UTA continues to adhere to State and local executive orders and to make public health-informed decisions.

The below policies and guidelines are incorporated as an Addendum to the following underlying Lease Agreements:

1. Apartment Lease Agreement Original,
2. Apartment Lease Agreement Renewal,
3. Apartment Lease Agreement for Private or Shared Bedroom Accommodation Original, and
4. Apartment Lease Agreement for Private or Shared Bedroom Accommodation Renewal,

referred to individually as “Apartment Lease Agreement” or collectively as “Apartment Lease Agreements” and are applicable to all residents in UTA Housing.

1) Health and Safety. UTA expects that all members of the UTA Housing community - residents, staff and visitors—act in a manner that demonstrates respect and consideration for those around them, including respect and consideration for the health and safety of all community members. All residential students are prohibited from creating a health or safety hazard within UTA Housing, and UTA may request or require a resident to leave UTA Housing if their continued presence in the housing community poses a health or safety risk for community members. Adherence to health and safety requirements applies to all residents, staff and visitors within UTA apartments. Residential students are required to comply with health and safety laws, orders, ordinances, regulations and health and safety guidance adopted by UTA as it relates to public health crises, including COVID. This guidance will evolve as the public health crisis evolves and may include, but is not limited to, social distancing, limitations on mass gatherings, wearing a face covering, COVID diagnostic and surveillance testing, contact tracing, disinfection protocols, limitations on guests into apartments, and quarantine / isolation requirements.

Specifically, residents should anticipate the following Changes to Resident Requirements.

a) Social Distancing: Depending on the property, UTA Housing offers private-bedroom accommodations with one student per bedroom or shared-bedroom accommodations with a maximum of 2 students per bedroom. In this instance, roommates within an apartment are considered a “family unit” and exempt from social distancing rules within the assigned residential unit. However, students are expected to uphold social distancing guidelines in all common areas outside of their apartment unit.
b) **Face Coverings/Masks:** Face coverings/masks are required outside of the resident’s assigned apartment. This includes all common spaces including hallways, stairwells, elevators, lounges (social and study), community kitchens, community laundry rooms, mail centers, class/conference rooms, computer labs and other campus facilities.

c) **COVID Diagnostic and Surveillance Testing:** Residents are encouraged to monitor their temperature daily. Residents who become ill or show signs of COVID symptoms should contact the Health Center or their personal care physician without delay. UTA Housing will make reasonable efforts to provide thermometers, but residents are encouraged to bring their own.

d) **Contact Tracing:** Residents who test positive for COVID or come into close contact with someone who tests positive for COVID are required to complete a [Close Contact or Personal Diagnosis (COVID-19) Form](#) and are strongly encouraged to cooperate with public health officials’ quarantine orders and contact tracing efforts.

e) **Sanitation Protocols for Resident Rooms:** Residents are responsible for cleaning their assigned residential unit. Residents are encouraged to utilize the cleaning section of the Roommate Agreement form to share the responsibilities. A multi-purpose cleaning spray and paper towels will be provided by Facilities Management in each apartment kitchen.

f) **Limited Guests:** Out of respect for the health and welfare of others, inviting guests into apartments will be discouraged and likely limited. UTA is monitoring state/local information and data. A revised guest policy will be available in early August.

g) **Limited Mass Gatherings:** The University will continue to monitor Centers for Disease Control and Prevention guidelines and the Governor’s Executive Orders for gatherings and campus events. Additional guidance will be available in early August.

h) **Resident Move In:** Residents will be required to schedule a move-in appointment to limit the number of students moving in at the same time.

Additionally, residents should anticipate the following **Changes to Facility Amenities.** Community spaces will be open and face coverings will be required outside of the student’s assigned apartment unit. Residents should wipe down surfaces in community spaces before and after use with the provided cleaning products. Social distancing of six feet away from others will need to be maintained, as well as being mindful of the size of rooms and occupancy limitations.

a) **Community Kitchens:** A sign-up process will be utilized for residents to reserve a time to use the community kitchens.

b) **Community Laundry Rooms:** Use of community laundry rooms will be limited. A sign-up process may be utilized for residents to reserve a time to use the laundry rooms.

c) **Computer Labs:** Computer equipment in computer labs may be limited to encourage social distancing. Laptop computers may be available to check out from the Central Library.

d) **Lounges:** Furnishings in social and study lounges may be limited to encourage social distancing.
e) **Elevators:** Elevator capacity will be limited based on the size of the elevator, so please use the stairs whenever possible. Signs with instructions will be placed in each elevator identifying number of riders and where to stand. If you are using the elevator, wear your mask or face covering and avoid touching the elevator buttons with your exposed hand/fingers, if possible. Wash your hands or use hand sanitizer with at least 60% alcohol upon departing the elevator.

f) **Public Drinking Fountains, Water Filling Stations and Ice Machines:** Services will be closed until further notice.

2) **Quarantine / Isolation / Separation.** At any time, UTA may request or require a resident to leave UTA Housing when that resident's continued presence in the housing community poses a health or safety risk for community members. Residential students are required to comply with directives from UTA to leave their assigned space due to COVID or other public health emergency. Failure to comply is a violation of the Housing Contract and may subject a student to emergency removal from their assigned space. General requirements for self-quarantine or self-isolation include, but are not limited to, the following.

a) UTA Housing residents should be prepared to self-quarantine or self-isolate off-campus in accordance with the following public health guidelines.

<table>
<thead>
<tr>
<th>COVID Concern</th>
<th>Health Care Response</th>
</tr>
</thead>
<tbody>
<tr>
<td>Student has traveled to campus from a COVID restricted travel zone.</td>
<td>Self-quarantine for 14 days upon arrival in accordance with <a href="https://www.uta.edu/announcements/coronavirus/travel">https://www.uta.edu/announcements/coronavirus/travel</a>.</td>
</tr>
<tr>
<td>Student has been in close contact with someone who has tested positive for COVID.</td>
<td>Self-quarantine for 14 days since last known contact.</td>
</tr>
<tr>
<td>Student shows COVID symptoms and has not been tested or test results pending.</td>
<td>Self-isolate until cleared by a health care professional.</td>
</tr>
<tr>
<td>Student has a positive COVID test.</td>
<td>Complete the <a href="https://www.uta.edu/announcements/coronavirus/travel">Close Contact or Personal Diagnosis (COVID-19) Form</a>.</td>
</tr>
</tbody>
</table>

Residents who have tested positive for COVID-19 may return to campus when all four of the following criteria are met:

1. At least 3 days (72 hours) have passed since recovery (resolution of fever without the use of fever-reducing medications);
2. Improvement in symptoms (e.g. cough, shortness of breath);
3. At least 10 days have passed since symptoms first appeared;
4. The resident has obtained a note from a medical professional clearing the resident for return to class

b) Residents should have an evacuation strategy in place if needed to self-quarantine or self-isolate off-campus due to COVID or other health or safety concerns. Residents are strongly encouraged to include
an off-campus location with contact information where the student can evacuate if necessary.

<table>
<thead>
<tr>
<th>Evacuation Location 1</th>
</tr>
</thead>
<tbody>
<tr>
<td>Street Address</td>
</tr>
<tr>
<td>City, State, Country</td>
</tr>
<tr>
<td>Miles from Campus</td>
</tr>
<tr>
<td>Contact Name</td>
</tr>
<tr>
<td>Contact Phone</td>
</tr>
</tbody>
</table>

c) Residents who do not have suitable off-campus accommodations for self-quarantine or self-isolation will be contacted later to explain further the reason why they should be exempt from the requirement above.

d) Not all UTA Housing residential units are appropriate for self-quarantine or self-isolation. Students will be expected to self-quarantine or self-isolate off campus unless approved for an exception by the UTA Housing Quarantine and Isolation Committee.

e) UTA Housing residents who do not have suitable off-campus accommodations for quarantine or isolation may be required to self-quarantine or self-isolate in their assigned unit when possible or in alternate university-provided facilities in accordance with UTA directives. If a resident's roommate or a close contact tests positive for COVID, the resident may be required to self-quarantine or self-isolate in their assigned residence when possible or in an alternate location in accordance with UTA directives. Such students will be allowed to re-enter their assigned housing facility once all self-quarantine or self-isolation protocols established by the University have been achieved.

f) UTA Housing residents will not have to pay additional housing charges to quarantine or isolate in university-provided facilities. University-provided facilities for quarantine or isolation may be owned and operated by UTA or owned and operated by a private company for the benefit of UTA. Space is limited, and residents may need to pay directly for their own off-campus accommodations if university-provided facilities dedicated to quarantine or isolation are unavailable.

g) Meal service can be provided for those students residing in quarantine or isolation. If the student already has a meal plan, UTA staff will work with the student to have meals delivered utilizing their meal plan. If the student does not have a meal plan, meal service can be provided on a cost-per-meal basis and charged to the student’s account.
h) UTA Housing residents will not be provided reimbursement for lodging, meals, travel, or miscellaneous expenses related to off-campus quarantine or isolation. In addition, university housing and dining charges will not abate during periods of quarantine or isolation. Emergency assistance funds may be available to assist with quarantine or isolation expenses.

i) Removal from UTA Housing to isolate or quarantine does not constitute a termination of a residential student’s housing contract.

j) To encourage timely evacuation, residents should maintain an evacuation “Go Bag” which includes clothing, medication, books, and other essentials required for quarantine or isolation.

3) De-Densifying Efforts. Residential students are required to comply with any de-densifying efforts needed on campus due to COVID or other public health emergency, including, but not limited to, the relocation of all or some residential students to alternate UTA provided housing. Relocation does not constitute a termination of a residential student’s housing contract.

4) Dining Services. Dining services, including where and how it will be offered to residential students, is subject to the discretion of UTA and is subject to modification to address public health concerns. Due to health and safety guidance adopted by UTA, Dining Services may limit the occupancy of dining halls, limit the amount of time students may reside within dining halls, or make other operational adjustments needed to address health and safety concerns. In addition, students should anticipate the following changes to Dining Services.

a) Meal Plan Contracts: Meal plan contracts for the fall semester have been reduced to reflect their ending at the Thanksgiving break. An interim meal plan will be available for those who require meal plan services from Thanksgiving break until the end of the semester.

b) Food Service: Dining staff will serve food, and self-service food stations will no longer be available. Impacted self-service areas will include salad bars in addition to drink, desert, grill, and pizza stations. Grab and Go dining options will also be available.

c) Seating Capacity: Seating capacity may be changed to accommodate social distancing requirements. Overflow dining areas may be established outside of the existing dining rooms to accommodate expanded seating capacity. If necessary, overflow seating for the Connection Café will be accommodated in the Bluebonnet Ballroom and overflow seating for the Maverick Café will be accommodated in the second floor of The Commons.

d) Sanitation of Dining Areas: Dining staff members will be available throughout the cafés to clean and sanitize tables as they become available, but staffing will be limited. Additionally, sanitizing sprays and wipes will be available throughout the dining areas for patrons to sanitize their own tables.

e) Student Requirements: Students will be expected to uphold social distancing guidelines in all dining areas. Tables and chairs will be positioned to encourage compliance with social distancing and should not be relocated by patrons.

5) Cleaning. UTA will continue to implement and modify its cleaning protocols to address COVID or other public health emergency in the interest of minimizing the spread of disease. UTA will educate and inform residential
students on appropriate cleaning protocols within their assigned spaces to reduce the spread of COVID within UTA Housing.

6) **Contract Changes Due to Changes to Academic Schedule or Mode of Instruction:** Students will have numerous options for Fall 2020 courses as UTA seeks to provide a safe environment for students, faculty and staff. In many cases, classes will be smaller as UTA seeks to provide social distancing for courses that require an on-campus presence.

The mode for instruction for fall classes is now available. Please start with the **Course Modality README (PDF)** which explains the modality definitions:

- face-to-face (F2F)
- online asynchronous (taped)
- online synchronous (live)
- hybrid (using a combination of F2F and online activities).

This is a preliminary list, and there may be some changes as UTA works with our faculty, determines your needs and assess guidance from local, state and federal health agencies. A final list of classes, with instructors and classrooms, will be posted in MyMav at the start of July.

No face-to-face interaction will occur after November 24. Faculty may elect to conduct face-to-face exams or presentations before that date, choose to complete the course requirements by November 24, or continue the course online through the last day of classes which is December 8. Students will not return to campus after Thanksgiving. However, UTA Housing will remain open to support students.

A successful return will be dependent on all of us, as members of the Maverick family, doing our part. This includes wearing masks inside all buildings (except inside your residence hall room or apartment), disinfecting classrooms, observing social distancing and adopting the full range of safety and prevention protocols we are putting in place. These measures include:

- Allowing for approximately 25% capacity of classrooms. Signs will indicate which desks and chairs can be used to support safe social distancing.
- Disinfecting classrooms, labs and other facilities.
- Increased training for faculty on remote technologies for online teaching.

We are emphasizing flexibility and adaptability for the fall term, with faculty understanding that they have discretion and latitude in responding to the individual needs of our students.

If you are unable to return to campus this fall, or wish not to do so, you will have the option of taking classes virtually. Please note that not all classes will be available in this format, so you will need to assess how your choices would impact your path to graduation. We encourage you to discuss any such plans with your advisor.
7) **Termination of Contract During Emergencies.** UTA reserves the right to terminate housing contracts due to public health emergency needs, including COVID. This contract is offered by University Housing with the intent to provide housing regardless of changes to the academic schedule or manner of instruction provided by the University. University Housing does not anticipate closing or issuing a refund as a result of such adjustments. If part or all of university housing is closed due to an emergency or natural disaster, the University may terminate this contract without prior notice. In the event of a future, unanticipated, temporary campus housing closure, UTA reserves the right, in its sole discretion, to issue a pro-rated credit for the number of days campus housing was closed. Temporary campus housing closures do not automatically terminate a student’s obligations under their signed Apartment Lease Agreement. In no event shall the University be obligated to provide alternate housing to the student or to rebuild or replace any affected premises. Please note that if the student initially had a scholarship that covered housing, the amount will be credited back to the original form of scholarship.

8) **Notifications.** UTA will endeavor to update residents with timely information about important changes to health and safety guidance. Information on UTA’s coronavirus response is available at [https://www.uta.edu/announcements/coronavirus](https://www.uta.edu/announcements/coronavirus). Additional information on UTA Housing coronavirus response is available at [https://www.uta.edu/housing/coronavirus.php](https://www.uta.edu/housing/coronavirus.php).

In the event of a conflict between this Addendum to Apartment Lease Agreements and your underlying Apartment Lease Agreement, this Addendum to Apartment Lease Agreements will apply.

**Legal Information:**
Your applicable underlying Apartment Lease Agreement, the applicable [Terms and Conditions for Apartment Lease Agreement](https://www.uta.edu/housing/coronavirus.php) or the [Terms and Conditions for Apartment Lease Agreement for Private or Shared Bedroom](https://www.uta.edu/housing/coronavirus.php) (“Terms and Conditions”), and this Addendum are the basic documents that state the contractual obligations between you and UTA. Additional documents referenced in your underlying Apartment Lease Agreement, applicable Terms and Conditions, and this Addendum are legally binding and incorporated by reference in your underlying Apartment Lease Agreement. **You are equally responsible for complying with the rules, policies, and regulations contained in this Addendum to Apartment Lease Agreements as you are for those directly printed on your underlying Apartment Lease Agreement.**

Every effort has been made to ensure the accuracy of information contained in this electronic document. Updates and corrections will be made as they become necessary. Contract holders will be notified of material changes.

**Hold Harmless:**
By signing and submitting this Addendum to Apartment Lease Agreements, you agree to release the University, its agents, and employees from any and all damages, liability, claims, expenses, or loss (collectively, “Claims”) resulting from or arising out of your use of space within UTA Housing, including those related to the potential exposure to contagious viruses like the coronavirus, and to indemnify and hold harmless the University, its
agents, and employees from any Claims resulting from or arising out of your breach of the terms and conditions of your housing contract. You understand that by residing in UTA Housing, you are assuming the risks associated with communal living and, as in any shared living environment, those risks include potential exposure to contagious viruses, including the coronavirus.

**Acknowledgement:**
I recognize that there are risks involved in residing in University Housing, particularly during the COVID pandemic. Despite these risks, I have chosen to live in University Housing during the 2020-2021 academic year. My decision to do so is voluntary, and I assume all risk associated with doing so.

Signature: ________________________________ Date: __________________________

Name Printed: ______________________________ UTA ID: _______________________

Age: _____ Guarantor or Parent Signature if under 18: _______________________ Date: ___________