University of Hartford --- Housing Agreement
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This Addendum supplants the Key Receipt & Check-In Agreement (“Agreement”) entered into between the University of Hartford, West Hartford, Connecticut (“University”) and any Resident specified in the Agreement – or that Resident’s parent or guardian if Resident is a minor child – named in that Agreement (“You” or “Your”) (each of You and University individually, a “Party” and collectively, the “Parties”), and takes effect on the date specified in the Agreement (“Effective Date”).

Background

- You are a University student who has been accepted by University’s Office of Admissions and Student Financial Assistance, and now seek residential accommodations (including board that University requires for its residential students) in University’s on-campus student housing areas (“Housing”).
- University through its Office of Residential Life (“ORL”) assigns Housing to its students in its Housing system for a full September to May academic year (“Year”), excluding any vacation period or period extending beyond twenty-four hours after an individual student’s last final semester examination.
- For this Addendum’s purposes, any reference to “You” or “Your” that pertains only to student circumstances or conduct means Resident, excluding any obligation to which only Resident’s parent or guardian can become contractually bound.

Applicable Provisions

The parties agree as follows:

I. General Housing Policy. “The Source” means University’s code of student conduct publication entitled: The Source: Code of Student Conduct. The Agreement has effect only if space is available within Housing, and further incorporates by reference University’s housing application, The Source, and each then-current University of Hartford Bulletin. You are subject to Housing’s policies, including each policy set forth in Exhibit A (attached and incorporated into the Addendum).

II. Student’s License of Occupancy.

A. Definitions.

1. “Key” means each key that Housing issues to You, as specified in the Agreement.
2. “License Period” means a period that begins on Effective Date and ends on Move-out Date (defined below), subject to any termination as set forth under this Addendum.
3. “Move-out Date” means the earlier date of:
   a. the end of each then-current Year; and
   b. any date that You have returned the key to ORL;
4. “Unit” means each Housing feature (e.g., room/suite/apartment) specified in the Agreement.

B. Grant. In exchange for Your compliance with its requirements, this Addendum grants to You a license to use the Unit throughout the License Period, subject to any contrary provision set forth under the Addendum. This license grant does not vest in You a property right as to that Unit, but instead a revocable privilege to occupy that Unit.

1. Initiation; Completion. You must follow proper procedures to check in and out of the Unit as established by the ORL (see The Source).
2. Keys. You must not duplicate, or transfer or give to another person any Key. You must report to ORL immediately upon any occurrence that You lose any Key or discover that the Key has been taken without your permission.
3. Pets. You must not keep any pet in Housing other than fish in an aquarium having no larger than a twenty gallon capacity. This paragraph’s prohibition does not apply to any so-called “Service Animal,” as defined by section 504 of the Americans with Disabilities Act.
4. University Entry. University respects and appreciates Your right to privacy under applicable law. Although the University reserves a right to enter into Your Unit at any time that you are not physically present there, University:
   a. considers Your Unit to be reasonably comparable to a private domain when you are present; and
   b. to the extent practicable will endeavor in good faith to provide advance notice or obtain your permission before entering into the Unit, except under circumstances that include, without limitation, the following:
      a. University’s reasonable determination of a threat to the health, welfare, or safety of any person or property;
      b. to enforce University policies as stated in The Source;
      c. at reasonable times, to perform or have performed any maintenance, custodial service or inspection; or
      d. issuance of a search permit to search and/or seize property (which permit the Parties consider University entitled to presume to be valid if issued by an appropriate governmental authority).

III. Fees.

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A. Annual Rent Payment. You must pay to University each per-semester charge for the Unit set forth in the Agreement, or that University prescribes otherwise, payable in advance and made in two installments: one-half by mid-August for the Fall semester, and one-half by mid-January for the Spring semester.

B. Missed Payment Consequences. If You fail to make any payment by its billing due date, then University has a right to cancel the Agreement including this Addendum.

C. Reassignment Fee. University has discretion to decrease any applicable charge upon any reassignment as set forth below, but must obtain Your consent before increasing the charge unless due to a room change that You initiate.

D. Lock Change Fee. You must pay to University any charge that University appropriately assesses for any lock change that is necessary as a result of any lost or broken Key.

E. Energy Surcharge. You must pay any applicable energy surcharge that University assesses to cover any increase in an applicable Housing facility’s utilities cost.

F. Early Departure Charge. If You fail to complete Your residency at Housing for any reason, excluding an instance that University has released You from that residency (see The Source for procedure), then the University retains a right to assess an appropriate charge upon You for the room corresponding to the entire Year.

IV. Term.

A. Definitions.
   1. “Director” means alternatively ORL’s director or any University employee whom ORL’s director designates for an applicable Addendum activity.
   2. “Term” means a period during which the Agreement has effect.

B. Term Duration.
   1. Relationship to License Period. Despite the License Period, the Term begins on Effective Date and expires at the end of each then-current Year, including any applicable Year remainder portion.
   2. Effect of Move-Out. Despite any early Key return:
      a. the Agreement is binding upon the Parties throughout the Term, including any applicable Year remainder portion; and
      b. You remain bound under the Agreement throughout each then-current semester during the Year, including any period that remains after You have moved out from the Unit.

C. Termination of Your Accommodation.
   1. Mandatory Circumstances. The License Period terminates, and You must vacate the Unit no later than twenty-four hours after receiving a termination notice from Director if You:
      a. fail to maintain at least twelve credits per semester;
      b. violate the Agreement; or
      c. violate any University rule, regulation or policy.
   2. Discretionary Concerns. The License Period terminates, and University has discretion to require You to vacate the Unit if You have:
      a. a health condition that makes continued residence potentially harmful to You or to other residents; or
      b. caused damage of a serious or malicious nature to the Unit or any related University property; or
      c. failed to maintain reasonable standards of cleanliness and sanitation.

D. Removal from Housing. Upon determining that You have caused serious or repeated damage to any Housing facility, a resident director or assistant director at Housing is entitled to recommend Your removal from housing and the License Period’s termination, subject to Director’s final removal decision and notice to You. To appeal that decision, You must:
   1. immediately notify ORL director of Your intent to appeal;
   2. send a written appeal to ORL director no later than five academic days after first receiving the removal notice; and
   3. send each above communication in writing via hard-copy or by email.

E. Check-Out. Immediately upon ceasing Your Unit occupancy, You must return each Key.

F. Refunds. If the License Period terminates due to any violation of this Addendum or the Student Code of Conduct, then You forfeit any right to a refund of housing fees. Otherwise, if You have no other financial obligation to University after having completed Your Housing occupancy:
   1. Your security deposit is refundable only after University has deducted any amount that corresponds to damage that has occurred (see The Source) (upon Your request, University must provide to You an itemized bill for any attributed damage); and
   2. any refund is determined based upon any applicable refund schedule published by the University’s Bursar’s office.

V. Late Arrival Occupancy. If You reasonably foresee a need to first occupy Your room at any time after Your assigned arrival date, then You must notify the ORL in writing before that assigned date. University has no duty to hold Your room later than the first day of

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classes, unless You have notified ORL of the late arrival and an ORL staff member in writing has acknowledged this notice. If You fail timely to provide that notice, then You have no further right to the room and You forfeit your right to any applicable deposit return.

VI. Re-Assignment of Housing Accommodations. University reserves a right for Director at any time to reassign You to any other housing unit upon determining reassignment to be necessary for maximum use of University’s housing facilities or any situation that is in the residential community’s best interest, subject to University’s appropriate charge adjustment.

VI. Guest/Visitors. “Nonresident” means any individual not assigned as a resident to Your room whom You cause or permit to enter into Your room. You must obtain express consent from each resident whom University has assigned to Your room, in order for a Nonresident to remain in Your room overnight. Unless the University indicates otherwise, a Nonresident’s privilege to remain in Your room is limited to four nights during any calendar month, not exceeding two consecutive nights, and is conditioned on the University’s applicable rules and regulations. You are responsible for any reasonably-foreseeable consequences of any Nonresident’s Housing behavior.

VII. Property Loss or Damage.

A. Inventory Verification. As circumstances require, Director on a case-by-case basis has discretion to specify any appropriate alternative date to verify the Unit’s check-in or check-out condition. Subject to that discretion, on each of the Effective Date and Move-out Date, University staff will conduct an inspection to verify the condition of the Unit, including any furniture or fixture in the Unit;

B. Harm To University-Owned Property. You are responsible for – and must pay to replace as appropriate or restore it to its original condition otherwise any University-owned property that University assesses to have been damaged during License Period. University assesses that damage based on its verification of any harm that has occurred to that property between Effective Date and Move-out Date. University does not consider any damage to arise from reasonable wear and tear, any negligence or other wrongful conduct by University, or any so-called “act of God”;

C. Harm To Your Property. University is not liable in connection with Your assigned Housing for any:
   1. loss of money or other valuables;
   2. loss of or damage to property belonging to You; or
   3. personal goods stored in any Housing facility.

VIII. Alterations and Damages. You must not move any University-owned property from any area that University has designated for the property’s specific use.

A. General Consent Required. This consent requirement under this paragraph applies to any material item within Housing and includes, without limitation: any addition or changing of any lock, removal of any window screen, alteration of any heating or light fixture, painting of any surface, or installation of any radio or television antenna. You must obtain University’s written consent before:
   1. making any change or alteration;
   2. dismantling or disassembling any equipment or furniture; or
   3. placing, affixing, or attaching any article to any floor, wall, ceiling, furniture, or fixture.

B. Air Conditioning Units. You must obtain written approval from Director before bringing to any Housing facility any air conditioning unit, which approval is at the University’s sole discretion and available only in connection to demonstrated medical need.

IX. Miscellaneous.


B. Binding Affect. The Agreement is binding upon and inures to each signing Party including that respective Party’s heirs, administrators, executors, successors, and assigns.

C. Right to Modify. University reserves a right to modify any financial charge for any accommodation, facility, and food services and to make any regulation that is required by any unforeseen circumstance such as any labor disorder, medical emergency, war, act of God, any other dire emergency, any governmental authority’s imposed restriction or regulation or any other unusual or unanticipated condition. A Party has no right otherwise to make any change to the Agreement unless in writing, bearing each Party’s signature.

D. Assignment; Subletting. You have no right at any time to assign your Agreement right to another person, or to sub-let any portion of the Unit.

E. Entire Agreement. The provisions set forth in the Agreement constitute an entire understanding between the Parties and supersedes any communication or previous understanding with respect to its subject matter. No written or oral understanding – directly or indirectly related to this Agreement – exists that is not set forth in the Agreement.

Exhibit A

Housing Policies

APPLICABILITY; ELIGIBILITY
University has discretion to require any first-year University student to live in Housing on a space-available basis. University extends any occupancy license to any University student as a privilege, and not a right. To be eligible for Housing assignment a University student must:

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A. be enrolled in classes for the duration of time he/she is living on campus; and
B. maintain at least twelve credit hours per each semester to which that assignment applies.

FINANCIAL OBLIGATIONS

A. Deposit and Refunds
   1. New Students
      A new University student must include a $500 admission deposit with each Housing application. This deposit reserves a space in Housing on a first-come, first-served basis. After Housing is filled to capacity, University places any applicant who submits that deposit on a waiting list in order of deposits received.
      If residence halls are filled, then University reserves a right to place a student temporarily in an overflow accommodation until regular space is available. Any student who chooses to withdraw an housing application must notify University’s Admission office no later than May 1. University has no duty to refund a deposit that it receives after the May 1 withdrawal deadline unless an unforeseen circumstance make it necessary to initiate withdrawal from the Addendum.
      If that student pay the deposit by the first Monday in May, then that student will receive a Housing assignment. One hundred and fifty dollars of the admission deposit serves as a housing reservation, becomes a security deposit upon occupancy, and is required with the student’s application.
   2. Returning Students
      Any returning student who decides to withdraw from this Addendum and wishes a refund of the security deposit must notify ORL in writing by July 1. The room reservation deposit is non-refundable if that student has participated in any aspect of the room selection process.
      That student must pay a nonrefundable room reservation deposit to be eligible for housing during any upcoming Year.

B. Food Service. All residential students must purchase a non commuter meal plan each semester.

RESERVATIONS AND ASSIGNMENTS

A. Duration
   Housing is assigned for a full Year.

B. New Students
   University makes Housing assignments for new students after receiving each deposit and properly-completed application. University in early August sends each new student’s room assignment to the student’s University email address.

C. Returning Students
   Each returning student in good standing is entitled to choose that student’s room annually during Housing’s designated room selection period in April. After that period, returning students may be assigned to a space by ORL as necessary.

VIOLATIONS

A. Per Student Code.
   Violations of University rules and regulations are determined by procedures set forth in The Source.

B. Commercial Enterprises, Solicitations, Unapproved Activities
   It is understood that residential facilities and the campus in general are for the use of registered students, University guests, and University conferees only. University prohibits any other use, including any commercial enterprise, unapproved activity or solicitation by any external agent.

REASSIGNMENT

A. Consolidation
   Any student who does not comply with the University’s consolidation policy may be assessed an additional room charge and/or may face Student Conduct action and cancellation of housing contract. When any vacancy occurs in a residential area, the ORL may implement its consolidation policy, requiring a student to move:
   1. out of a given area (i.e., the Complexes, Hawk Hall, Regents Park, Park River, or the Village Apartments, Asylum Avenue Campus); or
   2. to a different assignment within that area.

B. Administrative Moves
   Upon Director’s sole determination of need, a student may be directed to move to another assignment. University makes reasonable efforts to ensure that the student is given adequate time for the move, but establishing this time frame is the sole responsibility of the ORL administrator involved in the situation. If the student fails to comply with that request, then the student becomes subject to a Student Conduct action and/or termination of the Agreement.

C. Student-Initiated Change

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Any student who desires a room change must follow each applicable procedure that the ORL outlines. Any student involved in an unauthorized room change is subject to Student Conduct action.

**RESIDENT PROPERTY LOSS**

University does not provide insurance for a student’s personal property. Each student is strongly advised:

A. not to bring to campus any item of extraordinary value;
B. to obtain an inventory all personal belongings;
C. to maintain a record of applicable serial numbers whenever possible; and
D. to arrange for adequate coverage through an insurance agent (such as an agent whom the student’s parent has engaged).

**DAMAGE TO UNIVERSITY PROPERTY**

Residents are responsible for University property in their assigned space and elsewhere in any residential facility. University reserves a right to assess against each identifiable resident any charge related to extra cleaning, removal of property not original to the space, and any necessary repair or replacement unrelated to normal wear and tear. If the University is unable to attribute an applicable charge item to a specific student or group of students, then University reserves a right to assess damages among the occupants of any applicable room, suite, or apartment.

**KEYS**

With the exception of Hawk Hall residents, University issues to each student at the time of check-in any appropriate key to the student’s room/suite/apartment/building.

**SEARCH PERMIT**

A search permit must be secured from Director before a search of a student room/suite/apartment by appropriate University staff, in enforcing any regulation or policy that is included in *The Source*, The University of Hartford *Bulletin*, and/or the Housing Contract. In searching an area, closets, drawers, and unlocked or locked storage device or container may be opened and/or seized.

**INSPECTION**

Approximately once per month, the ORL staff will examine – or have examined – rooms/suites/apartments for compliance with health and safety standards. (See The Source: Guide to Residential Life, Health and Safety inspections), or to assess the condition of applicable furnishings and/or fixtures.