

Weber State University Housing License Agreement

Parent or Guardian Acknowledgment

Parent or Guardian Acknowledgment is required for students under 18 years of age.

As the legal parent or guardian of the student indicated below, I ACKNOWLEDGE AND AGREE THAT BY SIGNING THIS AGREEMENT, I AM AGREEING TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT AND TO FULFILL ANY AND ALL OF RESIDENT'S OBLIGATIONS AND DUTIES AS SET FORTH IN THIS AGREEMENT.

Student Name: _____

Student W#: _____

Parent or Guardian Name: _____

Parent or Guardian Signature: _____

Date: _____

Weber State University Housing & Residence Life License Agreement

PLEASE NOTE: THIS LICENSE AGREEMENT COVERS THE ENTIRE TERM SELECTED BY THE RESIDENT IN THE ONLINE HOUSING APPLICATION. RESIDENT IS RESPONSIBLE FOR ALL ROOM RENT, MEAL PLAN (if required or agreed upon), FEES AND ADDITIONAL CHARGES FOR THAT PERIOD. IF THERE IS ANY PART OF THIS LICENSE AGREEMENT THAT THE RESIDENT DOES NOT UNDERSTAND, PLEASE CONTACT HOUSING AND RESIDENCE LIFE (“HRL”) FOR FURTHER INFORMATION.

This Housing License Agreement (“Agreement”) is a legally binding agreement between Resident and Weber State University (“University”). University and Resident each may be referred to herein as a “Party” or collectively as the “Parties.”

This Agreement becomes effective upon Resident’s electronic signature of this Agreement, University’s receipt of this information and University’s acceptance, which may be communicated electronically. Submission of this application constitutes electronic signature and agreement to the terms herein. Occupation of a housing unit shall also be deemed to be acceptance of the terms of this Agreement. No statement made by University staff or its agents is considered a waiver of any term or condition of this Agreement, whether expressed or implied. Any amendments must be in writing signed by an authorized representative of each Party.

1. Summary of Terms and Definitions.

- a. **Room:** the room or unit assigned to the Resident.
- b. **HRL Community Guide:** an electronic document that is published online at www.weber.edu/housing for each academic year and may be revised at any time. The HRL Community Guide includes the specific room and meal plan rates, important dates, as well as resident rights and responsibilities applicable to this Agreement. The HRL Community Guide is specifically incorporated herein as an appendix to this Agreement.
- c. **Reservation Period:** One of the following periods selected in the Housing Application: 1) the ACADEMIC YEAR, including fall and spring semesters, for residents who reserve housing that would start at the beginning of the fall semester or during the fall semester; 2) the SPRING SEMESTER ONLY, for residents who reserve housing for spring semester only; or 3) the SUMMER HOUSING, for residents who reserve housing for one or both summer block sessions. Accordingly, Resident is responsible for ROOM RENT, MEAL PLAN (if required or agreed upon), FEES, and ADDITIONAL CHARGES for either: 1) the full academic year; 2) spring semester only; or 3) summer block session(s) only.
- d. **Commencement Date:** 1) the fall semester move-in day, if the Reservation Period is the full academic year; 2) the spring semester move-in day, if the Reservation Period is the spring semester only; 3) the summer semester/block move-in day, if the Reservation Period is the summer semester only; or 4) Occupancy at times other than those specified above may be allowed on a space available basis and for an additional fee if the Resident has received prior authorization from the Director of HRL or their designee.

- e. **Expiration Date:** 1) move-out day for the spring semester, if the Reservation Period is the full academic year or spring semester; or 2) move-out day for the summer block session(s), if the Reservation Period is the summer semester/block only. Each “move-out” date is listed in the H&RL Community Guide
 - f. **Execution Date:** the date and time this Agreement was electronically agreed to and submitted by Resident or their guarantor online and the Agreement has been approved by University.
 - g. **Cancellation Deadlines:** the dates listed in the HRL Community Guide
 - h. **Fees:** The following fees must be paid by Resident (collectively, the “Fees”):
 - i. **Rent Fees:** Rent due as listed in the HRL Community Guide.
 - ii. **Meal Plan Fees:** If the Resident lives in Wildcat Village (Residence Hall 1, Stewart-Wasatch Hall, and Residence Hall 3) then Resident must purchase a resident dining meal plan. Residents residing in University Village apartments have the option to purchase a meal plan. Resident will select and purchase a meal plan as part of the reservation process. Meal Plan fees are due as listed in the HRL Community Guide.
 - iii. **Application Fee:** Nonrefundable Application Fee is \$50.
 - iv. **Termination Fees:**
 - i. **Additional Charges:** Charges established from time to time by University for incidental costs including, but not limited to, lock changes, common area damage, public vandalism, repair of damaged property, cleaning charges as well as fines related to student conduct.
 - j. **Due Dates:** Due dates for the Fees are listed in the HRL Community Guide. Room and meal plan charges are due according to University payment deadlines.
- 2. Use of the Room.** Upon the Commencement Date, University grants to the Resident the right to use and occupy the Room assigned to the Resident. Resident may also use the common areas (halls, corridors, living area, etc.) within the building in which their Room is located. Resident accepts the Room “AS IS” and acknowledges that the Room and its furnishings are in good condition and repair, except as otherwise specified on the Unit Condition Report form which must be completed at both the Commencement Date and Expiration Date.
- 3. Term.** The term of this Agreement begins on the Commencement Date and ends on the Expiration Date (“Term”). At the conclusion of the Term, or if the Agreement is otherwise terminated as permitted herein, the Resident must check-out in accordance with the HRL Community Guide
- 4. Fees and Payments.**
- a. **Payment of Fees and Additional Charges.** Resident agrees to pay all Fees as defined herein. All such Fees shall be paid to University through the Resident’s University student account through the Bursar’s office on or before the Due Dates. Rent and Meal Plan Fees are nonrefundable except under limited circumstances as described below. Resident also agrees to pay any Additional Charges,

which will be assessed in Resident's University account. Resident shall pay all such Additional Charges by their specified due dates. Failure to pay any amounts owed under this Agreement could prevent the Resident from registering for classes, release of transcript, and may result in the Resident being ineligible to reside in university housing. Although University does not anticipate any change in the Fees during the Term, University reserves the right to adjust the Fees at any time due to unforeseen circumstances, provided that the change shall not increase the Fees to be paid by Student under this Contract by an amount greater than 5%, except as explicitly required by University's President or its Board of Trustees.

- b. Late Fees.** Resident shall be assessed late fees for all delinquent payments as specified under University policies (PPM 5-5). Information regarding payment deadlines is available on the [Bursar's office website](#).
 - c. Application Fee.** The Application Fee is non-refundable and will be added to Resident's student account as part of the application approval process.
- 5. Compliance with Laws, Policies, and Rules.** Throughout the Term, Resident shall comply with all applicable state and federal laws and all University rules and policies, specifically including, but not limited to the rules and policies stated on the HRL website, University Student Code, the HRL Community Guide, and all other applicable HRL and University policies.
- 6. Conditions of Residence.** In addition to all other rules, conditions, and policies applicable to Resident under this Agreement, Resident specifically acknowledges and agrees to abide by the following conditions:
- a. Eligibility to Reside in University Housing.** Resident must be i) a matriculated student of the University in good standing throughout the Term. A minimum of six credit hours is required for each of fall and spring semesters; Resident is expected to take the initiative in notifying the Director of HRL, or their designee, of any irregularities in enrollment, or other special circumstances that may affect eligibility for occupancy. Residents living on campus for summer semester must maintain a relationship with the University by: i) being registered for at least one credit hour during the summer term; or ii) being registered for the fall semester immediately following AND have contracted to live on campus for the subsequent fall term prior to moving into a summer housing assignment. To be eligible to reside in University housing, Resident must accurately complete the University housing application, which is herein incorporated by reference. Resident warrants and represents the following: Resident is eligible to reside in University housing; and, to the best of their knowledge and belief, all Resident's answers to the University housing application are accurate and complete.
 - b. Periods of Occupancy.** Resident may not check into their Room prior to the Commencement Date without written consent from University HRL. Resident must check out of their Room with an authorized HRL representative on or before the Expiration Date. Approved early check-in and/or failing to vacate ("Late Stay") on or before the Expiration Date will result in a daily penalty charge. The other terms and provisions of this Agreement shall continue to apply.

- c. Guests.** Guests must be acceptable to all roommates at all times. Any overnight guests must have prior written approval from all roommates and the supervising Area Coordinator before spending the night. Resident may host an overnight guest no more than 3 nights per month. Resident assumes responsibility for the behavior, conduct, and safety of their guest(s) as detailed in the HRL Community Guide. Resident also assumes responsibility and agrees to pay for any damages caused by their guests. HRL reserves the right to terminate or suspend guest-housing privileges at the discretion of URL, including in the interest of safety or public health concerns, when the presence of guests creates a disruption or disturbance to roommates, suitemates or the residential housing community; when guests are involved in violation of State or local law(s), the Student Code, or HRL policies, or as part of the Student Conduct process.
- d. Entry by HRL.** HRL reserves the right to enter the Room at any time as reasonable to perform the following functions: i) to inspect and confirm Resident’s compliance with the terms of this Agreement; ii) for the protection of health and safety; iii) for emergencies; iv) to maintain or protect university property, including to perform such maintenance, repairs, improvements, inspections or energy conservation efforts as University deems necessary; v) if a roommate/suitemate moves out of a Room; vi) when a staff member has knocked and been invited in; vii) to verify that rooms are prepared for new occupants; viii) to secure the buildings; or ix) when there is reasonable cause to believe there may be a violation of this Agreement, University Student Code and/or University policies. Additionally, access will be granted to any law enforcement officer possessing a warrant or incident to an apparently lawful search. University will make reasonable efforts to provide advance notice of any entry, except under emergency or exigent circumstances. Within all common areas, including but not limited to entrances, lobbies and hallways, may be under surveillance at any time and are subject to entry by HRL, University officials, or public safety. Student and guests should expect no right to privacy in any common areas.
- e. Personal Property.** Resident shall be solely responsible for safe keeping of Resident’s personal property. University assumes no responsibility or liability whatsoever for any loss, destruction, or damage to personal property of Resident. Residents are advised to purchase a separate policy of “renters insurance” or other property insurance covering personal property of Resident. Resident shall remove all personal property from the Room and common spaces on or before the Expiration Date. Any personal property belonging to Resident remaining in the Room or common spaces after the Expiration Date shall be deemed abandoned by Resident and may be disposed of by University at Resident’s expense. University may, at any time, enter the Room and remove any personal property of Resident which creates a nuisance, is hazardous, or is otherwise prohibited by this Agreement or University policies.
- f. Health and Safety.** Resident shall not use the Room or on-campus living premises in any manner which may cause a nuisance, fire hazard, or present other risk to health and safety of residents, or engage in activity that may be disruptive to other residents. For these reasons, smoking, vaping, alcohol, drugs, explosives, weapons (except as permitted by Utah law), halogen lamps, water furnishings, and other items presenting a risk of nuisance or risk to health or safety (as determined in University’s sole discretion) are not permitted within the Room or the building. Resident shall, at all times, abide by all fire and safety regulations of University and other governing authorities.

- g. Pets.** Pets are prohibited in University housing with the exception of fish in an aquarium no larger than 20 gallons. Service animals or approved therapy/assistance and/or emotional support (ESA) animals are not pets and in accordance with ADA regulations and the Fair Housing Act are permitted in the residential facilities with appropriate approvals. Specific information regarding disability accommodation may be found online at: <https://www.weber.edu/disabilityservices/default.html>. HRL's policies regarding service animals or approved therapy/assistance animals may be found in the HRL Community Guide.
- h. Condition of Room and Damage to University Property.** Resident shall maintain the Room in a clean, sanitary, and orderly condition throughout the Term. Resident shall not make any repairs or alterations to the Room, its furnishings or fixtures, without the prior written consent of HRL. Resident shall promptly report any damage to the Room or common areas to HRL.
- i. Return of Room.** Upon the Expiration Date, Resident shall complete all move-out procedures and return the Room, common spaces, and all University property (including, but not limited to, all furnishings and keys) to University in the same condition as received by Resident (normal wear and tear excepted). Resident shall pay any costs to clean, repair, replace, or restore the Room or other University property to the extent such damage is caused by Resident or Resident's guests. Damage that occurs in common areas will be assessed to the person(s) responsible for the damage or divided among all occupants of the suite/apartment/floor or building if the responsible party cannot be identified.
- j. Business Activities.** Resident shall not conduct any business or other commercial activities within on-campus housing facilities without University's written consent.
- 7. Services Provided.** University shall provide utilities (electricity, heat, water, sewer, internet connection). These utilities are included in the Rent Fees. Resident shall not be entitled to any refund of Fees, and University shall not be liable to Resident for any damage to persons or property that may arise as a result of any interruption or non-continuation of such utilities, including, but not limited to, damage to computers, appliances, equipment, or other devices.
- 8. Room and Roommate Assignments.** HRL will assign accommodations at its discretion, including subject to the space available. HRL will exercise its reasonable efforts to honor Resident's request with regard to preference of room, roommate, and building but does not guarantee assignment to particular building, types of accommodation, specific Rooms or apartment, roommate, or single Room. HRL reserves the right to change or cancel assignments as it deems appropriate in the interest of order, health, safety, effective space utilization, to accommodate staffing and Room usage in the interest of HRL, unresolvable incompatibility of roommates, or discipline, with notice to the extent reasonably practicable under the circumstances. Resident agrees that failure to be assigned to Resident's preferred assignment request does not release Resident from their obligations under this Agreement. Resident may request a Room change through the process outlined in the HRL Community Guide. After the Commencement Date, if Resident changes rooms without the approval of University, then Resident will be assessed a penalty charge and may be required to move back to

the assigned Room or other appropriate penalty for violation of this Agreement. Generally, no Room assignment change will be allowed during the first two weeks and last two weeks of each semester unless specifically authorized. Resident living in University housing dedicated to a certain group may be reassigned by HRL if circumstances change. HRL reserves the right to eliminate apartments, rooms or suites based on changes in occupancy and to reassign Resident to another Room.

- 9. Request for Disability Accommodation.** University provides reasonable accommodations to Residents with disabilities who have a verifiable need for the accommodation. Reasonable accommodations should be requested through University Disability Services. Specific information regarding disability accommodation may be found online at: <https://www.weber.edu/disabilityservices/default.html>. University will consider adjustments to housing policies due to a medical condition that does not rise to the level of disability. Requests should be made to HRL and will require proper documentation.
- 10. Consolidation Policies.** At the University's sole discretion, the Resident may be required to move to another Room as detailed below. When such circumstances occur, the Resident agrees to complete the move within the time specified by the University. In addition to other reasons, the University may require the Resident to move for the following purposes: i) to vacate a floor, wing, room, apartment, building, or complex when extraneous circumstances require; ii) to consolidate students as set forth in the Consolidation Policy as listed in the H&RL Community Guide; iii) to control the use of rooms/apartments with medical direction, in the event of a severe health problem or epidemic, or pandemic; iv) to provide necessary space to accommodate staffing needs; v) to reassign to areas to accommodate the current gender mix; vi) to vacate an area for the purpose of major repairs or facility failures; vii) to temporarily close facilities during extended University break periods; viii) to address unusual conditions affecting the health or safety of the Resident or others; ix) to maximize space use efficiency or to meet building occupancy requirements; x) to implement the student conduct process; or xi) to maintain order and an appropriate living-learning environment.
- 11. Meal Plans.** If Resident resides in the Wildcat Village (Residence Hall 1, Stewart-Wasatch Hall, Residence Hall 3) then Resident must purchase a resident dining meal plan. Information regarding participation in the meal plan is available on the Dining Services web page at: <https://weber.sodexomyway.com/my-meal-plan>. Residents residing in University Village apartments have the option of purchasing a meal plan.
- 12. Assignment and Subletting.** The Resident is provided a Room under this contract for Resident's use only. Use of the Room by another person except as authorized by University in writing is in violation of this Agreement and will subject the Resident to disciplinary action and/or may result in termination of this Agreement. Resident shall not assign, sublease, or transfer any interest in this Agreement to any other person.
- 13. Termination by Resident.** **RESIDENTS ARE ENCOURAGED TO READ THIS ENTIRE SECTION THOROUGHLY AND TO CONTACT HRL BEFORE MAKING OTHER HOUSING ARRANGEMENTS AFTER ACCEPTING THIS AGREEMENT.**

- a. **Requesting Termination.** Resident may request termination of this Agreement prior to the contract Commencement date if Resident has not enrolled and/or does not intend to enroll at Weber State University, of which Resident must notify University as soon as reasonably possible. Resident shall complete and submit the ***“Request for Release,”*** which may be found at the HRL website. Any such received petition will be evaluated by University in accordance with the **Release and Termination Fee Schedule** and associated conditions set forth in the HRL Community Guide and in this Agreement. Student agrees and acknowledges University reserves the right and sole discretion to accept or deny any such petitions.

- b. **Effect of Early Termination.** Except as specifically provided for under **Release and Termination Fee Schedule** in the HRL Community Guide, early termination by Resident shall result in the following:
 - i. Assessment of termination fees in accordance with the **Release and Termination Fee Schedule** as outlined in the HRL Community Guide and this contract; and
 - ii. The obligation to pay a portion of Rent Fees and Meal Plan Fees through the date that Resident completes the check-out process of the Room as outlined in the HRL Community Guide. Students who fail to vacate their Room by a date agreed upon with University could also be assessed an additional penalty charges of \$25 per day.

- c. **Reasons for Early Termination and Associated Conditions.** The HRL Community Guide outlines Cancellation Deadlines and associated conditions for early termination. As designated in the HRL Community Guide, the Resident ***must meet at least one of the following conditions*** for an early termination to be considered by University (depending on the specific Cancellation Deadline and its requirements):
 - i. **Graduation, Change in Marital Status, Active Duty Military Service, Full-time Volunteer Service, or Other Special Circumstances Approved by University.** This circumstance must occur during the semester for which the Resident is requesting to be released. Rent and fees assessed as listed on the **Release and Termination Fees Schedule** in the HRL Community Guide. Rent fees and meal plan fees (if termination is approved) will be based, in part, on the date that the student completes the move-out process with HRL staff.
 - ii. **Complete withdrawal and non-registration from University for the remainder of the academic year.** Under this circumstance, Rent and fees assessed as listed on the **Release and Termination Fees Schedule** in the HRL Community Guide. Rent fees and meal plan fees (if termination is approved) will be based, in part, on the date that the student completes the move-out process with HRL staff.
 - iii. **Approved Transfer Agreement.** Resident may request a transfer of their Agreement to another student provided all conditions are met on the ***“Transfer of Housing Agreement Form”*** and as long as the transferee is not currently housed with University and has not yet applied to live on-campus, and is eligible to reside on campus. **It is the responsibility of the student requesting the transfer of agreement to identify another eligible student to accept the transfer of Agreement.** Rent fees and meal plan fees (if termination is approved) will be prorated through the date that the Resident completes the move-out process with HRL staff. The transferee must complete the application and contracting process, including payment of the application fee and have moved in before the transfer of the Agreement will be considered complete. Housing reserves the right to reject a transfer request in its sole discretion.

- iv. **Buy-Out.** Resident may buy out their Agreement for any remaining Term of the Agreement by making a final payment equal to fifty percent (50%) of Fees due for the remaining contract Term.

14. Termination by University.

- a. **Material Breach.** University may terminate this Agreement for cause under the following circumstances which are deemed material breaches: Resident fails to comply with any material term of this Agreement, including, but not limited to: failing to pay Fees (owed for past or future occupancy periods); failing to comply with any of the policies, procedures and requirements incorporated herein; making a fraudulent or material misstatement in the housing application; or otherwise causing damage or presenting an unreasonable risk of damage to person(s) and property; This also specifically includes if a Resident is removed from the University as a disciplinary sanction or failure to pay tuition and fees. **In the event the Agreement is terminated by University due to material breach, the Resident will be responsible for the entire Fees associated with the Agreement.** If Resident defaults in the performance or non-performance of any obligations under this Agreement, Resident shall pay all eviction costs, collection costs, court costs, and attorney fees incurred by University in enforcing its rights under this Agreement as a result of any such breach by Resident. If Resident is removed as a result of material breach, University reserves the right to deny future housing.
- b. **Effect of Termination.** In the event University terminates this Agreement for cause, University shall have no obligation to refund any Fees or other amounts previously paid by Resident, and University may take any or all of the following actions: (i) Proceed with eviction of the Resident pursuant to applicable laws of the State of Utah and University policies; (ii) Recover all Fees, damages, and other amounts owed or owing by Resident; and (iii) Utilize any and all other available remedies, including equitable and legal, judicial and/or administrative relief.
- c. **Termination without Cause.** University may terminate this Agreement, without cause, if the Room or Residence Hall becomes uninhabitable due to fire or other casualty, for purposes of public health or safety, or for other reasons outside of University's reasonable control as described in herein including in Section 19(e). If University terminates this Agreement without cause and Resident has complied with all material terms of this Agreement, then University shall return Fees paid by Resident (except the non-refundable Application Fee) on a prorated basis.

15. Dispute Resolution. All disputes shall be resolved according to the processes set forth on the HRL website and all other applicable University policies and procedures.

16. Limitation of Liability. University will not be responsible for any personal injury or damage to property of Resident caused by roommates, other students, guests, or any other third party.

17. Indemnification. Resident shall indemnify, defend, and hold harmless University, including its officers and employees, from and against any and all liabilities, claims, and damages involving personal injury, death, or damage to property arising from any act or omission, negligence, or willful misconduct of Resident, or Resident's guests or invitees, in connection with Resident's use of the

Room and building, or Resident's breach of this Agreement or violation of any laws or policies of University.

18. Photographs. Resident grants to University and its photographers, videographers, editors, contractors, agents, representatives, employees, and assigns (collectively, "University"), the irrevocable and unrestricted right to (i) take, record, use, and publish photograph(s)/video(s) of or including Resident and the Room in any manner and medium for University's promotional purposes and such other purposes as University deems appropriate; and (ii) to alter, edit, or manipulate the same photograph(s)/video(s) without restriction.

19. Miscellaneous.

a. Choice of Law and Venue. The Agreement will be governed by the laws of the State of Utah, without regard to conflicts of laws principles. Venue for any lawsuits, claims, or other proceedings between the Parties relating to or arising under the Agreement shall be exclusively in the State of Utah.

b. Government Records and Management Act. Resident acknowledges that University is a governmental entity subject to the Utah Government Records Access and Management Act, Utah Code Ann., Section 63G-2-101 et seq., as amended ("GRAMA"); that certain records within University's possession or control, including without limitation, the Agreement (but not including (i) proprietary software or (ii) materials to which access is limited by the laws of copyright or patent), may be subject to public disclosure; and that University's confidentiality obligations shall be subject in all respects to compliance with GRAMA. Pursuant to Section 63G-2-309 of GRAMA, any confidential information provided to University that Resident believes should be protected from disclosure must be accompanied by a written claim of confidentiality and a concise statement of reasons supporting such claim. Notwithstanding any provision to the contrary in the Agreement, University may disclose any information or record to the extent required by GRAMA or otherwise required by law, and to University's employees, attorneys, accountants, consultants and other representatives on a need to know basis; provided, that such representatives shall be subject to confidentiality obligations no less restrictive than those set forth in the Agreement.

c. Governmental Immunity. Resident further acknowledges that University is a governmental entity under the Governmental Immunity Act of Utah, Utah Code Ann., Section 63G-7-101 et seq., as amended (the "Act"). Nothing in the Agreement shall be construed as a waiver by University of any protections, rights, or defenses applicable to University under the Act, including without limitation, the provisions of Section 63G-7-604 regarding limitation of judgments.

d. Correspondence and Notice. All HRL correspondences and notifications are sent by email. Such correspondence and notifications will be sent to the Resident's University email address. Resident is responsible for checking their University email account for updates and notices. Any payment, notice, or other communication required or permitted to be given to either Party hereto shall be in writing and shall be deemed to have been properly given and effective: (a) on the date of delivery if delivered in person during recipient's normal business hours; (b) on the date sent if delivered

through electronic mail; or (c) on the date of attempted delivery if delivered by courier, express mail service or first-class mail, registered or certified.

- e. Uncontrollable Circumstances.** University shall not be in default of this Agreement if delays in or failure of performance shall be due to circumstances beyond the reasonable control of the University (“Uncontrollable Circumstances”). Such Uncontrollable Circumstances shall include, but are not limited to: an act of god; war (declared or undeclared); sabotage; vandalism; theft; cyberattacks; riot; insurrection; civil unrest or disturbance; military or guerilla action; public health emergency, epidemic, or pandemic (e.g. Novel 2019 Coronavirus, etc.); terrorism; economic sanction or embargo; travel bans; airline stoppages; civil strike, work stoppage, slow-down, or lock-out; explosion; fire; earthquake; abnormal weather condition or actions of the elements; hurricane; flood; lightning; wind; drought; order of any governmental authority; the failure to act on the part of any governmental authority (provided that such action has been timely requested and diligently pursued). If University is rendered wholly or partly unable to perform its obligations under this Agreement because of an Uncontrollable Circumstance or the Agreement becomes impossible or impracticable, or its principal purpose is substantially frustrated because of an Uncontrollable Circumstance, the University shall be excused from the performance impacted by the Uncontrollable Circumstance and may terminate the Agreement, upon providing notice to the Resident, without being subject to any damages or fees.
- f. Incorporation by Reference.** By reference, this Agreement incorporates all rules and policies of University, including the rules and policies stated on the HRL website and the University Student Code, and all terms and conditions in the HRL Community Guide and the Housing Application and Documentation, all of which are expressly incorporated and made part of this Agreement.
- g. Amendment and Supplement.** Any amendment and/or supplement of this Agreement shall come into force only after a written agreement is signed by both Parties. The amendment and supplement duly executed by both Parties shall be part of this Agreement and shall have the same legal effect as this Agreement.
- h. Merger.** This Agreement, its exhibits and attachments, and all regulations and policies referenced herein embodies the entire understanding of the Parties and supersedes all previous communications, representations, or understandings, either oral or written, between the Parties relating to the subject matter thereof.
- i. Severability.** The provisions of this Agreement are severable, and in the event that any provision of this Agreement shall be determined to be invalid or unenforceable under any controlling body of the law, such invalidity or unenforceability shall not in any way affect the validity or enforceability of the remaining provisions herein.

RESIDENT ACKNOWLEDGES AND AGREES THAT BY SIGNING THIS AGREEMENT, RESIDENT IS AGREEING TO BE BOUND BY ITS TERMS AND CONDITIONS. IF RESIDENT IS UNDER EIGHTEEN (18) YEARS OF AGE, THEN RESIDENT’S PARENT/GUARDIAN MUST ALSO EXECUTE THIS AGREEMENT. IN SUCH A CASE, RESIDENT’S PARENT/GUARDIAN ACKNOWLEDGES AND AGREES THAT BY SIGNING THIS AGREEMENT, PARENT/GUARDIAN IS AGREEING TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS CONTRACT

AND TO FULFILL ANY AND ALL OF RESIDENT'S OBLIGATIONS AND DUTIES AS SET FORTH IN THIS AGREEMENT.