ARIZONA STATE UNIVERSITY - UNIVERSITY HOUSING LICENSE AGREEMENT

All Arizona State University First Time Freshman (FTF) secure a housing assignment upon admittance to the university with preferences defaulted as follows:

Room assignment in a First Time Freshman residence hall of their academic major (typically in a double occupancy room), mid-range mandatory meal plan, and one payment per semester payment option (Payment Plan 1). Upper-class (non-first time freshmen) and Graduate students may apply for Housing; however, space is not guaranteed.

All Arizona State University Housing residents must read and electronically or physically sign the University Housing License Agreement. If the resident is under 18 at the time they electronically or physically sign the License Agreement, a parent or Legal Guardian signature is also required. Parent or Legal Guardian signature authorizes the student to enter the Housing License Agreement, submit preference changes and access their residence hall room without need for further signatures. Parent or Legal Guardian signature also demonstrates understanding that their student is financially liable for all charges and bound by the License Agreement. A Housing Living and Dining Confirmation fee of $125.00 will be posted to the student’s ASU account at the time of signing or electronic submission and is due immediately (except for ASU FTF admitted for Fall 2016 or Spring 2017 who are required to pay the enrollment deposit to ASU). By signing this agreement, the student agrees to reside in on-campus housing for both the fall and spring semesters; the agreement binds the student financially for the entire academic year.

TERMS AND CONDITIONS

The undersigned student agrees to payment of the $125.00 non-refundable Housing Living and Dining Confirmation Fee (except for ASU FTF admitted for Fall 2016 or Spring 2017 who are required to pay the enrollment deposit to ASU). ASU grants a license to the Student to reside in the assigned space. The relationship created by this license between ASU and the Student is that of licensor and licensee, and NOT that of landlord and tenant. The Student must be officially admitted and enrolled for credit-bearing coursework at ASU and be making satisfactory academic progress to live in the residence halls. ASU reserves the right to provide priority assignments to students who are classified as full-time and are in good standing in academic degree programs and whose conduct at ASU has not been determined by University Housing or the Office of Student Rights and Responsibilities to be incompatible with community living. The Student must officially check out of the residence hall if he/she is not enrolled in classes, withdraws or is withdrawn from ASU. Failure to do so will result in removal from the residence hall. ASU does not discriminate based on sex, race, color, sexual orientation, national origin, citizenship, religion, veteran status, age, or disability.

All First Time Freshmen students are required to carry a meal plan. Any Upper-class or Graduate students living in traditional residence halls are required to carry a meal plan. Only if a student is released from his/her University Housing License Agreement will the student’s meal plan be cancelled or financial adjustments made. Once the deadline for financial adjustments has passed (see the 2016-2017 Schedule of Charges and Deadlines), no room or meal plan adjustments will be made. Meal plan changes will only be processed during the meal plan change period at the start of each semester.

TERM OF THE AGREEMENT

The term of this agreement begins when a student is admitted to Arizona State University and continues until the residence halls close at the end of the spring semester; unless cancelled by ASU or the student prior to check-in, cancelled by breach, approved Housing Exception or by an approved License Agreement Release after check-in (see Schedule of Charges and Deadlines for valid reasons for License Agreement release). A separate agreement may be required for occupancy during the Winter Break period. Exceptions or changes to this agreement are not valid unless Director of University Housing or his/her designee has confirmed them in writing.

THE STUDENT AGREES TO:

1. Know, observe and comply with the terms and conditions of this agreement, all federal and state laws, all ASU policies and regulations governing student conduct including the ASU Student Code of Conduct and University Housing Student Handbook, and the Computer, Internet and Electronic Communications Policy, mandatory meal plan, and any subsequent policies or regulations that ASU may adopt or publish during the term of the agreement.

2. Review the Schedule of Charges and Deadlines and make payments for all fees, living and dining charges, and any other additional charges for the applicable period.

3. Notify University Housing in writing of non-attendance to ASU by the stated deadlines; notification to other departments within the university does not constitute proper notification. Additional fees may apply for late submission of notice of non-attendance or cancellation notice as set in the Schedule of Charges and Deadlines.

4. Recognize that ASU is not liable for loss, theft, or damage of personal property. ASU does not offer insurance coverage for personal property. The student may privately obtain insurance coverage for personal property, if desired.

5. Maintain the assigned space in a safe manner and in good condition for the entire term of the agreement. Room furnishings shall not be removed or stored. Public area or lounge furnishings shall not be moved into a student's room. It is the student’s responsibility to restore the room to its original condition prior to check out.

6. Make appropriate arrangements for any necessary personal attendant care or vested service animal prior to the beginning of each academic term, if required due to student’s disability. The student has the sole financial responsibility for his/her own personal attendant care. Service animals will be approved on a case-by-case basis by the Disability Resource Center.

7. Move to a different room if required by University Housing staff for behavioral or administrative purposes.

8. Not sell, sublease, or assign the room to anyone at any time. Use of a room for commercial purposes is expressly prohibited.

9. Not move out of the residence hall without obtaining an approved License Agreement Release and officially completing the check-out process. A student vacating his/her assigned space without an approved written release from University Housing will be held responsible for the financial commitments of the entire term of the agreement, including the portion remaining after the student vacates the room.

* Denotes information that may be given out in response to general questions unless student submits a Withhold Directory Information Release form to the Registrar’s Office.

** If you do not know your ASU Affiliate ID, leave this space blank.

Please continue to the next section of the agreement.
**GENERAL PROVISIONS**

1. ASU staff or other designated agents necessary to the operation of the residence halls may be authorized by the Director of University Housing to enter a student’s room at any time to verify inventory records or occupancy, perform maintenance, perform security investigations under the Computer, Internet and Electronic Communication Policy, or enforce safety, health, or ASU Code of Conduct standards.

2. University Housing reserves the right to change, cancel, or consolidate room assignments at any time due to academic ineligibility, discipline, safety, health, or administrative reasons.

3. University Housing reserves the right to terminate this agreement by written notice with due process if a student fails to comply with any terms and conditions of this agreement.

4. The Arizona Board of Regents, ASU, and/or designated facility management companies reserve the right to change room rates and other charges and fees if circumstances require adjustments.

5. University Housing may immediately terminate this license agreement for any purpose including but not limited to:
   - Behaviors that disrupt the residential community or the educational environment, including but not limited to: safety and security of community to include harming or threatening to harm oneself or others; use, misuse, and/or possession of alcohol and/or other drugs
   - Outstanding account balances owed for student housing fees

**REQUIRED VACCINE**

The Measles vaccine (MMR) is the only required vaccination at ASU. Before a student can check in to his/her hall, the student is required to document via the MMR Immunization Form that he/she has had two measles vaccinations (one of which must be dated after 1979), or a lab test showing proof of immunity to the measles (rubeola). The MMR vaccine is available for a fee at any of ASU’s health services locations. A student will see a MMR Immunization hold under "My Tasks" on My ASU until measles information is not updated with ASU Health Services at the time of check in.

**ROOM KEY**

The undersigned student agrees that upon check in, he/she becomes responsible and liable for the room key. It is the student’s responsibility to obtain and keep possession of the room key. If the key is lost or stolen, the Student understands that he/she will be charged applicable key replacement and/or lock change fees for each time a new key is issued and/or locks are changed. The Student understands that he/she is responsible for turning in the key at the time of check out, and if fails to do so, key replacement and/or lock change charges will apply.

**MAILBOX SERVICES AGREEMENT**

The undersigned student agrees not to use the mailbox premises or any center services for any unlawful, illegitimate or fraudulent purpose or for any purpose prohibited by US postal regulations. The Student understands that any use of the mailbox is for personal use only during the term of the license agreement with University Housing.

The Student understands that it is his/her responsibility to inform The UPS Store* of any change in status with University Housing. The Student requests that The UPS Store staff keep and sign for any letters, packages, parcels, etc. that may be received. The Student understands that he/she cannot hold ASU University Housing, The UPS Store, Mail Boxes, Etc., Inc. or their respective affiliates responsible for any damages or loss incurred to these items prior to delivery. The UPS Store will make every effort to secure these items until claimed. Items not claimed within 24 hours of notification may be returned to sender. All correspondence will be delivered to the student’s ASU provided email account.

The Student understands that the mailbox key must be returned to The UPS Store upon termination/expiration of this agreement; The UPS Store will then forward mail to the student’s registered, permanent address for 90 days in accordance with its agreement with ASU. Upon expiration or termination of this agreement, students MUST officially check out of the residence hall and provide a mail forwarding address via myASU. The Student agrees to return the mail key within 3 business days of official check out to The UPS Store or else re-keying charges will be applied to the student’s ASU Student Account. The Student understands any lost keys must be reported to The UPS Store immediately for replacement; replacement charges will apply.

*Mail distribution at West and Downtown Phoenix campuses are not handled by The UPS Store

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