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HOUSING LICENSE AGREEMENT 2023 - 2024 University Housing - ARIZONA STATE UNIVERSITY

ASU University Housing P.O. Box 870212 Tempe, AZ 85287-0212 Fax (480) 965-1534

Name (Last, First, Middle) *

ASU Affiliate ID # **

Date of Birth (month/day/year) *

ARIZONA STATE UNIVERSITY- UNIVERSITY HOUSING LICENSE AGREEMENT

Definitions: As used herein, the term:

"Academic Year" means August 17, 2023 or the date you move in (whichever is earlier), through May 5, 2024. a. b.

- "Fall Semester" means August 17, 2023 or the date you move in (whichever is earlier), through December 11, 2023.
- "Spring Semester" means January 8, 2024 or the date you move in (whichever is earlier), through May 5, 2024.

All Arizona State University First Year Student (FYS) secure a housing assignment upon admittance to the university, at one of the physical locations, with preferences defaulted as follows: Room assignment in a First Year Student residence hall(s) 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), students admitted to ASU Online (upper-class and FYS), and Graduate students may apply for Housing; however, space is not guaranteed. The deadline to confirm housing for Fall 2023 is May 15, 2023; the deadline for Spring 2024 is November 15, 2023.

All Arizona State University Housing residents must read and electronically or physically sign the Housing License Agreement ("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. Students new to University Housing will incur a Housing Living and Dining Confirmation fee of \$125.00 that is posted to the student's ASU account shortly after receipt of a signed License Agreement (except for ASU FYS admitted for Fall 2023 or Spring 2024 who are required to pay the enrollment deposit to ASU). By signing this License Agreement, the student agrees to reside in on-campus housing for the academic year and the License Agreement binds the student financially for the entire academic year. This License Agreement is subject to and subordinate to the liens of any mortgages or deeds of trust now or hereafter encumbering or affecting an assigned apartment complex.

TERMS AND CONDITIONS

The undersigned student ("Student") agrees to payment of the \$125.00 non-refundable Housing Living and Dining Confirmation Fee (except for ASU FYS admitted for Fall 2023 or Spring 2024 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, ordisability.

All First-Year 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 their License Agreement will the student's meal plan be cancelled or financial adjustments made. Once the deadline for financial adjustments has passed (see the 2023-2024 Schedule of Charges and Deadlines available online and incorporated by reference in this License Agreement), 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. University Housing highly recommends that you purchase renters' insurance that covers theft, damage and personal liability.

TERM OF THE AGREEMENT

The term of this License 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, termination by University Housing in accordance with this License Agreement or by an approved License Agreement Release after check-in (see Schedule of Charges and Deadlines for valid reasons for License Agreement Release). Exceptions or changes to this License Agreement are not valid unless the Director of University Housing or their designee has confirmed them in writing. With respect to students living in the Greek Leadership Village, any LAR must be approved by ASU and the students' Fraternity/Sorority before being effective

THE STUDENT AGREES TO:

- Know, observe and comply with the terms and conditions of this 1. License 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 License agreement.
- Review and abide by the Schedule of Charges and Deadlines and 2. 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 required 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. Agree that ASU is not liable for loss, theft, or damaged 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 License 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 checkout.

- 6. Make appropriate arrangements for any necessary personal care attendant, vested service animal or emotional support animal prior to the beginning of each academic term, if required due to student's disability. The student has the sole financial responsibility for their own personal care attendant. Service animals as well as emotional support animals will be approved on a case-by-case basis by the the Student Accessibility and Inclusive Learning Services (SAILS)
- 7. Move to a different room if required by University Housing staff for behavioral, safety, health or other administrative purposes.
- 8. Not sell, sublease, or assign the room to anyone at any time.
- 9. Not move out of the residence hall without obtaining an approved License Agreement Release and officially completing the checkout process. A student vacating their assigned space will be held responsible for the financial commitments of the entire term of the License agreement, including the portion remaining after the student vacates the room.
- 10. Ensure that the Student's room apartment or suite shall not be used for commercial purposes including attempting to solicit residents or others for commercial purposes. The use of University Housing facilities and/or property for commercial activities by residents, individuals or University organizations is prohibited.

GENERAL PROVISIONS

- 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, ASU Code of Conduct standards, or other administrative policies.
- University Housing reserves the right to change, cancel, or consolidate room assignments at any time due to academic ineligibility, discipline, safety, health, or other administrative reasons.
- University Housing reserves the right to terminate this License Agreement by written notice with due process if a student fails to comply with any terms and conditions of this License 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, but not limited to harm or threats of harm to others, and/or destructive and/or disruptive behavior
- Use, misuse, and/or possession of alcohol and/or other drugs
- Outstanding account balances owed for student housing fees

6. In the event the University suggests, encourages, or requires students to vacate the residence halls on the advisement, recommendation or requirement of federal, state and/or local authorities, the University may establish LAR requirements and processes in response to such circumstances. The University will determine the amount, if any, of housing and meal plan adjustments, credits, or refunds. The University may also extend the deadline for such adjustments, credits, or refunds beyond the normally established deadline.

REQUIRED VACCINE

The Measles vaccine (MMR) is the only required vaccination at ASU. Before a student can check in to their hall, the student is required to document via the <u>MMR Immunization Form</u> 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 received and verified.

The undersigned student understands that he/she will not be permitted to check into the room assignment if the MMR 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 their 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 License 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 License 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.

***Please note - Mail distribution at West, Downtown Phoenix, Vista del Sol and Vista Villas are not handled by The UPS Store

Student Signature:	Date:
Legal Guardian Signature (if student is under age 18):	Date:

*Denotes information that may be given out in response to general inquiries unless student submits a <u>Withhold Directory Information Release form</u> to the Registrar's Office. ** If you do not know your ASU Affiliate ID, leave this space blank. ***The UPS Store is subject to change as official mail provider.