

As the legal parent or guardian of the student indicated below , I ACKNOWLEDGE
ANDAGREE

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 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:** Nonessd(A)A(.)9 (.)TJ0i5c 0 Tw 7 (i)-3.T0 y2i4.2 (i)-3.3 (d)-0.7 (i)-3.3 (n)-0.7 (g)T0.001 Tc 0.003 Tw

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,

- 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)

- 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

the assigned Room or other appropriate penalty for violation of this Agreement. Generally, no Room

- 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

iv. Buy-Out.

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

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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.

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- 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; pandemic (e.g. COVID-19).

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