

Residence and Dining Hall Contract Terms & Conditions for the 2007 – 2008 Academic Year

Nature of Contract

1. Contract Offer

- A. The delivery of this Contract by the University of Nevada, Las Vegas Campus Housing Office, to the student named, constitutes an offer of accommodations and services in the University's residence halls.
- B. This offer is contingent upon its acceptance and return by the response date specified, or until there is no space available within the University's residence halls.

2. Contract Execution

- A. This Residence and Dining Hall Contract is duly executed when:
 - 1) The named student signs the Contract.
 - 2) The named student submits the signed Contract to the UNLV Campus Housing Office with the appropriate fee as described below, and
 - 3) The Contract is accepted and executed by the UNLV Campus Housing Office.
- B. Each student must remit a \$125 Space Reservation Fee when submitting the Residence and Dining Hall Contract. After serving the purpose of reserving space, \$25 is a nonrefundable application processing fee. \$100 of the fee will be held as a nonrefundable cleaning fee. These fees cannot be waived and cannot be paid with financial aid.
- C. UNLV Campus Housing reserves the right to execute a contract with a student should the student meet the requirements of the Freshman On-Campus Housing Regulation and is enrolled in more than six credit hours and has not submitted a Residence and Dining Hall Contract.

3. Contract Parties

- A. This Contract is between the University of Nevada, Las Vegas, hereinafter referred to as the "University," on behalf of the UNLV Campus Housing Office, and the person, hereinafter referred to as the "Resident," whose signature appears on the Contract. This Contract is not transferable.

4. Eligibility

- A. Any unmarried person or married person living away from spouse and/or children who has been admitted to or has enrolled in the University as a regular, full-time student is eligible to enter into this Residence and Dining Hall Contract with the University.
- B. Exception to the regular, full-time student status may be provided if in consultation with Student Enrollment and Financial Services and/or Learning Enhancement Services it is determined that the student requires special accommodations.

5. Contract Duration

- A. This Residence and Dining Hall Contract is effective for the full academic year, Fall and Spring semesters, or for such portion of the academic year as may remain at the time this Contract is signed. This Contract is binding on the University and on the Resident for the entire Term of Contract and cannot be terminated except under conditions cited in this Contract.
- B. Summer Session requires a separate contractual agreement and is for that session only.

6. Services Period

- A. The University agrees to furnish to the Resident a space in the Residence Halls, hereinafter referred to as "room," and to grant the Resident the use of the facilities of the residence hall. The University agrees to supply a food service ID (via the Resident's RebelCard), which grants the Resident the appropriate number of weekly meals in a dining facility at times when classes and final exams are being held. These dates are further specified in the Services Calendar.
- B. Neither room accommodations nor meal service is provided during periods between Fall and Spring semesters. Room accommodations and meal service are provided during Thanksgiving and spring break recesses.
- C. The University agrees that the Resident, at his/her own risk, may leave or store personal property in the residence hall during the semester recess but not during the summer period between Spring and Fall semesters.

7. Nondiscrimination

- A. The University agrees to offer residence hall space to eligible students without discrimination based on race, color, creed, religion, national origin, gender, sexual orientation, age, or handicap and commits itself to promote equal opportunity for all in the University residence and dining halls.
- B. Transgender Student Policy. Some students who identify as transgender may be in transition. It is the intention of Campus Housing to make room assignments based on how the student identifies his/her gender at the time of application. Please contact Campus Housing for additional information on housing for transgender students.

8. Assignments

- A. The University agrees to consider the information and preferences indicated in the Assignment Preferences section on the Residence and Dining Hall Contract. However, no guarantee of a specific assignment is offered, implied, or made hereby.
- B. The University agrees not to alter the Resident's assignment, once made, except for disciplinary reasons, catastrophe, closing of facility, consolidation of vacancies, unavailability of space, irresolvable incompatibility of roommates, unpaid Residence Hall fees, or at the request of the Resident.
- C. The University reserves the right to consolidate vacancies.

9. Furnishings

- A. The University agrees to provide the Resident with the following room furniture and furnishings: one (1) single bed, one (1) mattress, one (1) desk and chair, and clothing storage space. Two (2) wastepaper baskets will be provided for each room. Curtains or blinds will be provided for room windows.

10. Utilities

- A. The University agrees to provide reasonable heat, air conditioning, water, electricity, plumbing, and waste disposal consistent with University policies during the Contract services period.
- B. The University agrees to provide basic telephone service in the assigned room and to include the monthly local service charge in the semester Residence Hall fees.

11. Sanitation

- A. The University agrees to provide working plumbing services and to provide for trash removal from areas as specified by the Office of Campus Housing.
- B. The University agrees to assist residents with cleaning services for hallways, common lounges, and common restrooms. The Resident is responsible for regular cleaning of his/her room and bathroom.
- C. The University agrees to provide laundry machines and dryers in each group of residence halls.

12. Repairs

- A. The University agrees to make all repairs and perform maintenance in the residence hall and the Resident's room through its authorized personnel. Repairs will be made to the room and University furnishings upon request or in accordance with routine schedules.

13. Room Entry and Inspections

- A. The University affirms its respect for each Resident's right to privacy in his/her room and agrees to give reasonable notice prior to making inspections for damage and cleanliness.
- B. The University regards room entry for purposes of improvements, maintenance, cleaning, recovery of unauthorized University-owned property, and fire and safety as necessary for the health and general welfare of all residents; and therefore, entry is agreed to and authorized by the Resident.
- C. The University and Resident agree that entry and search of rooms by University or law enforcement officials for purposes of discovering violations of University regulations or local, state, or federal law will be consistent with state and federal laws.
- D. Except as indicated in this section, the University agrees that entry without notice will be made only in emergencies to protect or ensure protection of life, limb, or property.

14. Fee and Service Changes

- A. The University reserves the right to discontinue facilities and services not expressly agreed in this Contract.

15. Liability

- A. The University does not assume responsibility for any Resident's or other person's loss of money or valuables or for loss of or damage to property, or injuries sustained on the premises.

B. The University recommends that the Resident contact his/her local insurance carrier concerning the availability of protection against such losses. Student health and accident insurance is available from the Student Health Center on campus.

Resident Obligations

16. Enrolled Status

- A. The Resident agrees to become and remain enrolled for full-time credit as determined by his/her admission classification for each academic semester within the period of this Contract and to report to the Office of Campus Housing any failure or inability to register for classes on or before the opening of the residence halls for occupancy each semester.
- B. The University agrees that the Resident does not automatically lose eligibility for living in residence halls when dropping to less than full-time credit hours for any one semester within the Term of this Contract. Eligibility will continue as long as the resident maintains his/her enrollment.
- C. Eligibility for living in the residence hall will be lost if enrollment for the second semester is six hours or less. Eligibility will be maintained if enrollment is seven or more hours.
- D. The Resident agrees to vacate the assigned residence hall space and check out at the hall office within 48 hours after loss of status as an enrolled student. If the Resident fails to vacate within the 48 hours, the University may take possession of the assigned space, change the locks to that room/suite and mailbox(es), and charge all costs associated with that change to the Resident.

17. Fees and Payments

- A. The Resident agrees to pay residence and dining hall fees for residence hall accommodations and services according to the current residence and dining hall "Fees and Payment Dates" described in this application booklet.
- B. The Resident agrees that any deviation from the established schedule of payment must be approved by the Office of Campus Housing in advance of payment due date.
- C. The Resident agrees to pay a late payment penalty after any due date according to the Campus Housing late payment penalty schedule. The late payment penalty for residence halls fees is assessed IN ADDITION to any penalty assessed for late payment of tuition fees.
- D. The Resident agrees that failure to make payments as prescribed does not relieve the Resident of Contract obligations and understands that nonpayment may result in denial of residence hall services, in cancellation of current student enrollment, and in denial of subsequent University registration until the amounts due are paid. Delinquent accounts will be turned over to a collection agency. The Resident will be liable for all collection fees.
- E. The Resident agrees to pay the activity fee assessed by Residence Hall Association and collected with Residence Hall fees on behalf of Residence Hall Association.
- F. Any Resident enrolled and failing to check in while this Contract is in effect will continue to have Residence Hall fees charged against his/her account.

18. Food Service

- A. The Resident agrees that the meal options choice is binding for the entire Term of Contract (academic year or the remainder thereof) EXCEPT THAT:
 - 1. The Resident may change the number of meals per week to which she/he is entitled during the third week of the semester. The request is to be made no later than the third Friday of classes. After that time, no change may be made for that semester. This change will become effective at the beginning of the following weekly entitlement. Any additional fee or refund that may be due will be calculated based on the effective date of the change.
 - 2. The Resident agrees to pay a \$10 processing fee to change the number of meals per week that she/he requests.
 - 3. The Resident may change his/her meal plan only one time per semester.
 - 4. Dining Dollar amounts will be adjusted depending on the meal plan change.
- B. The Resident agrees to obtain his/her RebelCard and to present it to gain access to each authorized meal.

- C. The Resident may consume any combination of meals offered up to the number of meals per week to which she/he entitled. Meals not used in one week are not transferable to subsequent weeks. Unused meals will not be reimbursed.
- D. Meals from an individual resident's meal plan may not be transferred to another individual resident's meal plan.
- E. The Resident agrees to report a lost RebelCard and to purchase a replacement card prior to the next meal service. Meals charged against an unreported lost meal card will not be reimbursed.
- F. The Resident is required to select a meal plan as no cooking is allowed in the residence halls, including residence rooms.

19. Assignments

- A. The Resident agrees to provide the University with the information and preferences requested in the General Data and Assignment Preference section of the Residence and Dining Hall Contract for the purpose of hall, room, and roommate assignment.
- B. The Resident agrees to officially check in at the assigned residence hall each semester and to accept the assigned space.
- C. The Resident agrees to observe the hall/room change procedures established by the University and to have prior written approval from the Campus Housing Office before making a change of hall and/or room assignment.
- D. If a vacancy occurs in the assigned room, the remaining Resident(s) agree to accept other roommates as assigned.
- E. The Resident agrees that, should he/she fail to occupy the assigned room by noon of the first class day each semester, the Resident's assignment to a particular room (or suite) will be forfeited unless she/he has requested the Campus Housing Office to retain the assignment. In such a forfeiture of assigned space, the Resident agrees to accept other available residence hall accommodations.
- F. The Resident agrees that upon acceptance to a special living area, she/he will participate in the program requirements or move to another room upon University request.

20. Care of Facilities

- A. The Resident agrees to be directly and financially responsible for keeping the assigned room and its furnishings clean and free from damage, reasonable wear and tear excepted, to cooperate with roommates in the common protection of property and in maintenance of the living space, and to promptly advise the University of any deteriorating conditions of the room or its furnishings so timely repairs can be made.
- B. The Resident agrees not to modify or cause or allow the modification of the assigned room or other parts of the building except as expressly permitted in writing by the Office of Campus Housing. The Resident agrees not to paint, move in additional furniture, or install lofts.
- C. The Resident agrees to pay actual charges when assessed for room damages or special housekeeping or maintenance services necessary due to misuse or abuse of facilities for which the Resident is responsible or to pay an equal portion of charges assessed to all occupants of a room when those persons responsible fail to assume responsibility for the charges.
- D. The Resident agrees to use common areas, residential corridor and rooms, and equipment and furnishings in a careful and proper manner, to contribute to the orderliness and cleanliness of all areas, to cooperate in the common protection of property, and to promptly advise the University of any deteriorated or hazardous conditions so timely repairs can be made. The Resident agrees to pay actual charges when assessed for public area damages or special housekeeping or maintenance services necessary due to misuse or abuse of facilities for which all residents are responsible or to pay an equal portion of charges assessed to all residents of the building when those persons responsible fail to assume responsibility for the charges.
- E. The Resident agrees to be responsible for the key/cardkey to his/her assigned building, room, or suite, not to have the key duplicated, not to transfer use of the key, and to surrender the key at the end of each semester upon check out for the recess period.

F. The use and/or storage of scooters, motorized scooters, roller skates, bicycles, skateboards, or other wheeled transportation devices by nondisabled students on or adjacent to Campus Housing property is prohibited. The Resident agrees to pay actual charges when assessed for damage caused by the use of such items.

21. Behavior and Conduct

A. The Resident agrees to become aware of and observe all published rules affecting his/her status with the University, including, without limitation, the Guide to Community Living, UNLV Student Handbook, Student Code of Conduct, and Rules and Disciplinary Procedures for members of the University community, and posted residence halls rules established by University officials and/or residence hall student governing bodies.

B. The Resident agrees storing, possessing, using, distributing, selling, bartering, manufacturing, exchanging, or giving away controlled substances as defined by the Nevada Revised Statutes is a violation of the UNLV Student Conduct Code. The student may face University disciplinary action as well as legal consequences. UNLV Campus Housing has implemented a zero tolerance policy in relation to these types of offenses. Allegations that can be substantiated will result in residence hall contract termination plus liquidated damages for the involved resident.

C. The Resident agrees to conduct him/herself in such a manner as to allow others the quiet enjoyment of the residence halls and dining commons. The Resident agrees to avoid causing excessive noise and/or disruptive behavior and understands that she/he may be required to provide and use earphones or to remove stereos or musical instruments from the room if the use of such equipment is causing a disturbance.

D. The resident agrees that behavior that interferes with the quiet enjoyment of the premises by other residents, behavior that attempts to force another resident to move from their space, and/or behavior that discriminates against another resident, particularly roommates, suitemates and newly assigned residents, will be considered by the University to be sufficient grounds for reassignment and disciplinary action.

E. To ensure the quiet enjoyment of the residence halls, the resident agrees to abide by established quiet hours and courtesy hours, which may vary from floor to floor.

During quiet hours, within reason, noise is restricted to the occupant's room such that the Resident agrees that noise from conversation, electronic devices, musical instruments, and the like will not be heard outside of the room. Residents on Study- Intensive floors agree to a 24-hour quiet hours policy.

F. The Resident agrees to membership in the respective student governing bodies of the residence hall to which the Resident is assigned, including all rights, privileges, and responsibilities of such membership.

G. The Resident agrees that occupancy of the assigned room is limited to residents assigned to that room, that the room will be used only as living space, and that the space will not be loaned to or occupied by persons not assigned to that space.

H. The Resident agrees that use of the assigned room or any part of residence halls and dining facilities to advertise, sell, solicit, or conduct a business by any other person is prohibited, except as authorized in writing by the UNLV Campus Housing Office.

I. Harassment is any verbal, visual, electronic, or physical conduct that is sufficiently severe, persistent, or pervasive that it adversely affects, or has the purpose or logical consequence of interfering with, any student's educational program or creates an intimidating, hostile, or offensive environment within the University community. Harassing any person because of race, ethnicity, religion, gender, sexual orientation, age, creed, national origin, disability, veteran status, or on any other basis will not be tolerated. Violations of this policy may result in disciplinary action as outlined in the Student Code of Conduct and Rules and Disciplinary Procedures for the members of the university community.

J. All spaces, including resident rooms, balconies and entry ways, within Campus Housing are designated nonsmoking areas. Designated outdoor areas will be provided for students who use tobacco products. Violations of this policy may result in disciplinary action as outlined in the Student Code of Conduct and Rules and Disciplinary Procedures for Members of the University Community.

K. Residents are responsible for choices they make. In the presence of a policy violation, you may attempt to stop the violation, contact residential staff, and/or immediately remove yourself from the

situation and the vicinity of the violation. If you choose to remain at the scene of a policy violation, you will be included on the incident report and may also be held accountable for a policy violation.

22. Breach of Contract

A. The Resident agrees that breach of Contract exists when it is determined by an appropriate University official or judicial body that a violation of provisions of this Contract or of rules and regulations of the University has occurred.

B. The Resident agrees that the University reserves the right to reassign or remove from the Residence Halls, residents who, by their behavior, have exhibited disregard for the residential community and/or the specific living area environment, the Terms and Conditions of this Contract, or University rules and regulations.

C. The Resident understands that breach of Contract may also result in assessment of liquidated damages in the amount of 75 percent of the contract rate for the remaining Term of the Contract.

D. The Resident agrees that the University reserves the right to temporarily reassign or remove from the residence halls residents who, by their behavior, have exhibited disregard for the residential community and/or the specific living area, the Terms and Conditions of this Contract, or University rules and regulations.

Mutual Provisions

23. Withdrawal from the University and Contract Inactivation

A. The parties agree that this Contract may be inactivated under the conditions listed below. Written documentation and request must be given to and approved by the UNLV Campus Housing Office.

1. Withdrawal from the University after paying fees but before classes begin;
2. Nonattendance or nonenrollment;
3. Affiliation with special University programs away from the metropolitan area for the entire semester;
4. Academic dismissal;
5. Graduation from the University of Nevada, Las Vegas;
6. Marriage occurring during the term of the contract (original marriage certificate required);
7. Change in medical status sufficient to prohibit adequate functioning within the residence hall or that would be intensified within the residence hall after reasonable adjustments in assignment, access, or other modification. Pre-existing conditions that may become the basis for a request for release must be identified when the Contract is submitted.
8. Change, of an involuntary nature, in financial status sufficient to prohibit enrollment after consideration of financial aid, employment, and other reasonable adjustments in expenses and payment options. Federal financial aid criteria and regulations for determining financial need and family contribution will apply.

B. The Resident whose Contract is inactivated during the semester must visit the UNLV Campus Housing Office to arrange for departure and/or for any refund due (Section 29). The Resident must remove all personal belongings and officially check out at his/her residence hall office within 48 hours of the Contract inactivation or of withdrawal from the University. If the Resident fails to vacate within 48 hours, the University may take possession of the assigned space, change the locks to that room/suite and mailbox, and charge all costs associated with that change to the Resident.

C. After this Contract has been inactivated, if the Resident becomes enrolled full time during the Term of Contract, the Resident agrees to fulfill any balance of the Term with the University (unless inactivation was a result of graduation, marriage, or medical or financial release).

24. Contract Buyout

A. Residents may obtain relief from the obligations of the Contract upon payment of the formulated costs of 75 percent of the remainder of the Contract base rate for the full Term of Contract.

25. Contract Exchange

A. The parties agree that this Contract may be exchanged by the Resident (current Contract holder) with another student (prospective resident) upon satisfaction of the following requirements.

1. All residence hall space is currently assigned and no vacancies exist.
2. The eligible prospective resident:
 - a. Must be enrolled full time (12 or more credit hours) and may not be a current Contract holder.
 - b. May not be ineligible to reside in the residence halls for behavior and/or conduct reasons.
 - c. Accepts that a room and hall assignment will be made in accordance with assignment policy and will not be to the specific space vacated by the current Contract holder.

B. The parties agree that the exchange of the Contract as a whole will be for the remainder of the Term of Contract (academic year).

C. The Resident agrees to contact the UNLV Campus Housing Office to formalize the request for Contract Exchange and to determine eligibility of the prospective resident.

D. The meal plan is not transferable separately from the contract and may not be sold to another person.

E. The Contract exchange will be effective only after the signed Contract has been received from the prospective resident and the exchange and residence hall fees have been paid.

F. When a Contract exchange is approved in writing by the UNLV Campus Housing Office, the prospective resident accepts complete responsibility for the Terms and Conditions. The current Contract holder is then completely relieved of any responsibility and/or monetary obligations for the Contract.

26. Release From Contract Obligations

A. Authority for release from any Contract obligations as outlined in Sections 23, 24, 25, and 28 is held solely and exclusively by the UNLV Campus Housing Office.

B. Release from Contract obligations is not given after the beginning date of the Term of Contract other than as outlined in Sections 23, 24, 25, and 28. The University assumes that the person signing this Contract has reviewed his/her financial resources and medical, religious, dietary, and other needs prior to signing this Contract.

C. The Resident who moves out of a residence hall during the Term of Contract WITHOUT a release from Contract obligations and remains enrolled continues to be liable for residence hall room and board fees, which will accrue against his/her account whether or not services are taken.

27. Contract Termination

A. The Resident agrees that the University may terminate this Contract upon breach hereof. In the event of termination, the University may take possession of the assigned space within 48 hours after the Contract has been terminated. If the Resident fails to vacate the space within 48 hours, the University may change the locks to the room/suite and mailbox and charge all costs associated with that change to the Resident.

B. The Resident understands that the University may terminate this Contract if the Resident has unpaid fees or charges, current or previous, with the UNLV Campus Housing Office or if the Resident was ineligible for a Contract offer for any reason.

28. Contract Cancellation

A. Residents may cancel this Contract prior to the first semester of occupancy with written notice by the following dates:

1. For the Fall Semester, to receive a refund of the \$100 cleaning fee, notice of cancellation must be postmarked by July 2, 2007.
2. For the Fall Semester, to receive full refund of the 50 percent room and board Payment, notice of cancellation must be postmarked by August, 1, 2007. After this date, \$500 of the first room and board Payment will be forfeited.
3. For Spring Semester returning residents to receive full refund of the 50 percent room and board Payment, notice of cancellation must be postmarked by January 4, 2008. After this date, \$500 of the first room and board Payment will be forfeited.

4. For new Spring Semester residents to receive a refund of the \$100 cleaning fee, notice of cancellation must be postmarked by January 4, 2008.
5. For new Spring Semester residents to receive full refund of the 50 percent room and board Payment, notice of cancellation must be postmarked by January 4, 2008. After this date, \$500 of the first room and board Payment will be forfeited.

B. Written notice of cancellation must be made to the Office of Campus Housing. Notification by other means, including telephone calls, or to other University offices will not be accepted and will not constitute cancellation.

C. The Resident agrees to the Terms and Conditions of the Contract until written approval is given to his/her request for Contract cancellation.

D. After this contract has been cancelled, if the Resident becomes enrolled full time during the Term of Contract, the Resident agrees to fulfill any balance of the Term with the University.

29. Refunds

A. Space reservation fee, minus \$25 processing fee, will be refunded when the contract is cancelled by the cancellation deadline. Refund may be made when:

1. Notification of cancellation occurs after the deadline due to denial of admissions, providing official admission denial notification is postmarked after the deadline. Request for refund must include a copy of the admissions denial letter.
2. Refund will not be made due to denial of financial aid or award of insufficient financial aid resulting in cancellation of enrollment after the contract cancellation deadline.
3. Space reservation fee will not be refunded after the July 2 or January 4 (for new spring residents) cancellation deadlines.

B. All fees paid for Residence Hall occupancy will be refunded (except the \$125 space reservation fee) if the student cancels the Contract before the dates listed in Section 28. In the event the student does not cancel the contract, does not attend the University, and does not occupy the assigned residence hall space, the fees paid will be refunded.

C. In the event the Resident occupies the assigned space and subsequently withdraws from the University, the amount of the refund will be determined as of the date the Resident removes all belongings, surrenders the room key, and officially checks out of the assigned residence hall. Refund amount will be based on the per diem for the unused portion of the semester.

D. In the event the Resident does not attend the University, prepaid early arrival fees will not be refunded.

E. Termination of this Contract as the result of disciplinary action will result in forfeiture of residence and dining hall fees.

F. If space is not available and/or the Contract is not accepted by the UNLV Campus Housing Office, the space reservation fee will be refunded in full.

In signing this contract, I acknowledge I have read and agree to abide by the Terms and Conditions of the Residence and Dining Hall Contract as published separately for the full term of the contract. Those Terms and Conditions are incorporated herein by this reference to same as if set forth herein in full. I understand that this agreement obligates me to reside in the residence halls for the entire academic year or remainder thereof as applicable.

Student Signature _____

Date _____

Parent/Guardian Signature _____

Date _____

(if student is under 18 years old at the time of signing this contract)

Accepted on behalf of UNLV, thereby making a contract.

Signature/Director or Designee _____

Date _____