



## Student Housing Contract

This Student Housing Contract ("Contract") is a license to use a furnished unit in a residential facility of The University of Texas at El Paso ("University" or "UTEP" indistinctly). The University's housing unit shall serve as a temporary residence for the individual student named below ("Student") and is subject to Student's enrollment at the University. This license does not constitute an admission to the University, and is subject to all applicable laws, rules, regulations, and policies of the University, The University of Texas System ("UT System") and its Board of Regents, as well as the terms and conditions specified herein. Student and the University will collectively be referred to herein as "the parties."

### **STUDENT HOUSING CONTRACT TERMS AND CONDITIONS**

#### **I. Student Obligations and Agreements**

A. This Contract shall be for a period beginning on the Friday before the first day of the University's Fall 2021 semester and ending on the last day of finals of the University's Spring 2022 semester ("Contract Period"). While Student may stay on campus between the fall and spring semesters, prior to the last day of finals in December 2021, Student must obtain approval to stay from the Department of Housing and Residence Life. This notwithstanding, the Contract Period may be extended to include the Summer 2022 semester subject to the terms and conditions established herein. An additional Housing application will be required and will be available during the Spring Semester. University student housing consists of Miner Village, Miner Canyon, and Miner Heights (jointly or severally "Student Housing"). For this Contract Period, the Student Housing unit assigned to Student shall be: Unit **TBD**, located in **TBD** at The University of Texas at El Paso ("Assigned Housing Unit").

B. Student agrees to pay all charges as due and to comply with, and abide by all applicable laws, rules, regulations, as well as the policies of the University, the UT System and its Board of Regents, as well as the terms and conditions of this Contract, and all other University rules and regulations that may now or in the future come into effect (hereinafter individually and/or collectively, the "University Regulations"). The University policies, rules, and regulations may be located on the UTEP website at [www.utep.edu](http://www.utep.edu).

C. Student acknowledges and agrees that University rates or fees are subject to change for various reasons, including yet not limited to legislative action, as are institutional regulations and policies affecting this Contract and University's student housing. Changes and additions are officially announced and/or posted by the University in various locations, including on the University's websites. Said official public announcement or posting by the University constitutes actual and effective notice. The parties expressly agree that changes and additions affecting this Contract become effective and binding to the parties on the first date of public posting or official announcement by University, including posting on the University's website at [www.utep.edu](http://www.utep.edu).

*D. This Contract is personal in nature, and Student understands and expressly agrees that Student is expressly prohibited from, and shall not sell, transfer, or assign the Student's rights and obligations arising from this Contract. Only the Student shall live and be allowed in the Assigned Housing Unit. Student shall comply with all applicable policies, rules, and regulations, including the restriction of guests in the Assigned Housing Unit.*

E. If Student violates any of the terms or conditions of this Contract, or if the University determines that Student has disregarded community living standards or University Regulations, the University may refuse

to offer Student a housing contract in the future, or may require student to vacate the University's Assigned Housing Unit and/or University Housing immediately.

*F. Student expressly agrees that if Student is found by the University to be in violation of the Contract or of any University Regulations, or if Student's actions are disruptive to the use and quiet enjoyment of the University's residence halls, or endanger the health, safety and/or welfare of other students, Student will be subject to University disciplinary action up to and including expulsion from University, and may be required to move and change the Assigned Housing Unit, or to vacate from University student housing. If the University requires Student to vacate from University student housing, this Contract will be automatically terminated and all applicable costs and expenses for damages and/or repairs will be charged as provided in Section IV of this Contract.*

G. Student agrees to immediately notify the University in writing of any change of permanent address, student identification number, or telephone number. Failure to provide this information may result in cancellation and additional charges pursuant to this Contract.

*H. Student expressly acknowledges and recognizes that there are risks involved in residing in University Housing, particularly during the COVID-19 pandemic. Despite these risks, Student has chosen to live in University Student Housing during the 2021-2022 academic year. The Student's decision is voluntary, and Student expressly assumes all risk associated and arising therefrom.*

## **II. Conditions of Contract**

A. This Contract is offered subject to the condition that Student be accepted for admission to the University and is enrolled in the corresponding semester. This Contract does not imply, entail, or guarantee that Student has been or will be admitted to the University. Only the Office of Admissions can notify Student of admission to the University. If Student has not been officially admitted to the University by the first day of classes of the corresponding semester, this Contract will be automatically cancelled, but may be reinstated upon Student's request, subject to availability, at the time Student is officially admitted to the University. Student must be registered for classes for the current semester at the time of move-in. Full-time Students at the University will be given preference to live in Student Housing. Registration for a minimum of 12 undergraduate credit hours or six hours graduate/dissertation credit hours will satisfy the full-time Student requirement for the preference established herein. Any exceptions or waivers must be approved in writing by the Executive Director of the Department of Housing and Residence Life.

B. Summer Sessions. Subject to availability, Student may request to extend the Contract Period to reside in Student Housing during the summer session without being registered for the corresponding summer session classes. Said extension to the Summer session will be subject to the following conditions: (a) the Student was registered for the immediately preceding Spring Semester, (b) the Student is eligible to continue enrollment in the immediately following Fall Semester, (c) the Student has resided in Student Housing during the immediately preceding Spring Semester and has a Housing Contract to reside in Student Housing for the immediately following Fall Semester, and (d) Student is in compliance with all University Regulations and has not been subject to any disciplinary action by University. Student agrees that if Student resides in Student Housing during any Summer Session, regardless of whether Student is enrolled in any classes for that Summer session, then Student will be subject to and comply with all University Regulations, including but not limited to those regarding student conduct and discipline, and

the Student and Guarantor will be subject to all terms, conditions, and obligations of Student and Guarantor under this Contract.

*C. This license is offered by University with the intent to provide housing regardless of changes to the academic schedule or manner of instruction provided by the University. University does not anticipate closing or issuing a refund as a result of such adjustments.*

### **III. Payments**

A. Student shall pay University the rate and amount published by the University as housing rates (“Housing Rates”) for the corresponding Assigned Housing Unit within Student Housing. The housing rates are available online at [utep.edu/student-affairs/housing/](http://utep.edu/student-affairs/housing/).

B. A property deposit of \$200 is due and payable by Student at the time Student submits an application for Student Housing. If Student does not have an application on file for the next Contract Period, then, within thirty (30) calendar days after checkout from Student Housing, University shall refund to Student the property deposit minus any unpaid charges and/or debt to the University. Refund of Student’s property deposit shall be made to Student’s GOLDMINE account. Any outstanding charges arising from this Contract, including but not limited to charges for damages to Assigned Housing Unit and/or any property therein, and any remaining housing payment balances will be charged to the Student’s GOLDMINE account. If Student has any outstanding debt to the University, any remaining balance on the property deposit funds will be applied to the Student’s University debt. Damages to Student’s Assigned Housing Unit and/or property therein will be noted by a University assigned staff member with Student in attendance when possible, during the checkout period.

C. If Student is to receive financial aid, then in August and/or January accordingly, prior to Student’s financial aid distribution, Student will have the corresponding semester Student Housing fees posted as a charge to the Student’s GOLDMINE account. The deadline for this to be paid is in line with payment of any tuition and fees for the corresponding semester. Payment of the Student Housing fees must be posted to the Student’s GOLDMINE account within the deadlines for payment schedules established by University’s Student Business Services.

D. Student and any Guarantor of Student, covenant and agree to pay all expenses incurred by the University in collecting the total amounts due under this Contract, including collection fees, attorney’s fees, court costs, and other costs. Student may be issued a Notice to Vacate if payments are not made on a timely basis.

E. If Student is suspended or dismissed from Student Housing and/or the University, including but not limited to expulsion, expulsion due to disciplinary reasons, and/or dismissal for non-payment, Student will pay all charges applicable under this Contract.

### **IV. Cancellation by Student**

A. Subject to items B. and C. of this section, Student is responsible for full payment of any applicable charges during the full Contract Period. Student must complete a Contract Cancellation Form, which can be located in the University Resident Portal online, within the time period established below. The Department of Housing and Residence Life reserves the right to determine the date of the Contract Cancellation Form receipt.

B. Before the Contract Period begins. Student may cancel the Contract before the Contract Period has started, subject to the following provisions:

(i) Full Academic year Housing Contract Cancellation (August through May). To cancel this Contract without a charge, the Contract Cancellation Form must be received before July 1<sup>st</sup> of the current year. Submittal of the Contract Cancellation Form between July 1<sup>st</sup> through July 31<sup>st</sup> of the current year, will result in a \$500 cancellation fee. Submittal of the Contract Cancellation Form between August 1<sup>st</sup> through University move-in day, will result in a \$500 cancellation fee and loss of Student's \$200 property deposit.

(ii) Spring semester Housing Contract Cancellation (where Student was not residing on campus during the Fall semester). To cancel this Contract without a charge, Student must submit the Contract Cancellation Form by December 31<sup>st</sup> of the current year. If submittal of the Contract Cancellation Form occurs between January 1<sup>st</sup> through move-in weekend, Student will be assessed a \$500 cancellation fee and loss of Student's \$200 property deposit.

(iii) Summer Housing Contract extension Cancellation. To cancel a Summer Housing Contract extension without a charge, Student must submit the Contract Cancellation Form before the first day of the Summer 1 session. Submittal of the Contract Cancellation form on the date Summer 1 classes begin or later, no matter what session the Student has applied for, will result in a \$500 cancellation fee and loss of Student's \$200 property deposit.

C. During the Contract Period. Student may terminate the Contract during the Contract Period, subject to the following provisions:

(i) If the Student does not check in to Student Housing and/or moves in to the Assigned Housing Unit and does not complete a Contract Cancellation Form before the first day of class of the corresponding semester, Student will be charged a \$1000 cancellation fee and the loss of Student's \$200 property deposit.

(ii) If the Student checks into Student Housing and/or Assigned Housing Unit by receiving a key, gaining entrance, or moving belongings into the Assigned Housing Unit, but vacates the Assigned Housing Unit before the end of the Contract Period, the Student will be charged a \$1000 cancellation fee, the loss of Student's \$200 property deposit, and any charges accrued under this Contract through and up to the Check-Out Date (as defined below), included yet not limited to a pro-rated amount of the Housing Rate from the beginning of the Contract Period until the date the Student vacates the room and completes the University check-out process. Pro-rated refunds for approved contract cancellations will be posted to a student account if Student's check-out date is before the official University withdrawal date for the given semester. Refunds are not distributed for students checking out after the official University withdrawal date for the semester.

(iii) If Student is graduating from the University at the end of Fall semester, acquires an internship which requires Student to reside in another location during the Spring semester portion of this Contract, or enrolls in a University Study Abroad program which will take place during the Spring semester portion of this Contract, then Student will be released from the Spring semester portion of this contract without any cancellation fees or housing charges for the Spring semester. Student

will remain responsible for the fall 2021 portion of the contract and will receive a refund of Student's \$200.00 property deposit upon check-out if no property damage is assessed. Student is required to notify the Department of Housing and Residence Life at least 4 weeks before departure and/or updated Check-Out Date as part of the notification of Student's early cancellation of this Contract.

## **V. Housing Unit Assignments**

A. It is the policy of the University to assign roommates without regard to race, color, religion, national origin, sex, age, disability, veteran's status, or sexual orientation.

B. If permanent (regular assigned) housing space is not available, the University may place Student in supplemental (temporary) housing space until permanent space is available. If the University places Student in a supplemental space, Student is bound to the terms and conditions of the Contract through the fifth class day. After the fifth class day and before the University offers Student a permanent space, Student may cancel the Contract upon written notice and payment of the prorated amount under the Contract for the number of days that Student occupied the supplemental space.

C. Only the person(s) assigned by the University to Student's Assigned Housing Unit may reside in the unit.

*D. The University reserves the right to make changes in Assigned Housing Unit for any reason the University determines to be appropriate and reasonable in its sole and absolute discretion, including without limitation, roommate conflicts, pending disciplinary action, or non-compliance with University Regulations. Assigned Housing Units may at any time be changed, cancelled, or terminated by the University in the interest of order, health, safety, discipline, maximum utilization of facilities, or due to sickness, accidents, riots, strikes, acts of terrorism, epidemics, pandemics, acts of god, or other legitimate conditions beyond University's control after reasonable notice to the Student. Changes to Assigned Housing Unit shall not result in a decrease or an increase of the Housing Rate.*

E. If Student is assigned new housing as set forth above and Student fails to move to Student's new Assigned Housing Unit within twenty-four (24) hours after the University has notified Student of the authorization or direction to move, Student will be assessed three (3) times the amount of the daily prorated Housing Rate for each day Student remains in the room Student was instructed to vacate, and in addition, Student may be subject to University student disciplinary action.

## **VI. Check-In; Occupancy**

A. Student may check in on the first day of the Contract Period.

B. If Student fails to check in to the Assigned Housing Unit by 5:00 p.m. of the first day classes of the corresponding semester, the Contract may be cancelled at the University's sole discretion and Student will be liable for the charges and fees as established in section IV.C.(i) above. The University may reassign the unclaimed housing unit immediately following the contract cancellation, as determined by the University.

C. If Student (i) completes an early arrival request in the appropriate timeline and is approved by the University to arrive early, (ii) accepts the Assigned Housing Unit key, places any belongings in the Assigned Housing Unit, or (iii) requests to have Student's Assigned Housing Unit held after 5:00 p.m. on the first day of classes of the corresponding semester, then the Contract Period will begin on the earlier of the

date of any such action, and Student will be liable in accordance with all terms and conditions under this Contract. This early arrival change in the Contract will result in an additional daily prorated Housing Rate charge for each day before the first day of the corresponding semester.

D. Occupancy of Student's unit by Student shall constitute acceptance of the Assigned Housing Unit (including equipment, furniture, and fixtures) and express confirmation by Student that the Assigned Housing Unit is clean, sanitary and in good working order and condition at the time of such Occupancy. "Occupancy" is defined as Student's acceptance of the Assigned Housing Unit and/or placement of personal belongings in the Assigned Housing Unit. Student will have the ability to document any damage that exists in the Assigned Housing Unit at check-in so as to not be charged upon check-out, and may request a work order at any time.

E. If Student has a vehicle which will be parked in the University Parking lots assigned to Student Housing, Student is required to have a parking permit specific to the Student Housing upon check-in. The University parking permit may be purchased at the University Parking and Transportation Office.

## **VII. Check-Out**

A. Student shall check out either: (i) not later than twenty-four (24) hours after Student's last scheduled final, (ii) not later than twenty-four (24) hours after Student's withdrawal from the University, or (iii) by noon (12:00 pm) of the last day of the Contract Period, whichever occurs first ("Check-Out Date"). At check-out, all Student-owned possessions must be removed from the Assigned Housing Unit.

B. Student must follow the University's established procedures to receive clearance to check out. Failure to follow these procedures will result in a \$150 fee for improper check-out of the Assigned Housing Unit.

C. If Student fails to follow the University's check-out procedures by the Check-Out Date, the University will assess the \$150 fee for improper check-out and Student shall pay three times the prorated daily Housing Rate for each day of the holdover period until Student follows such check-out procedures, or the University removes the property from the room pursuant to section X.B below. Further, Student shall indemnify and hold the University harmless from any damages, costs and expenses arising out of, or related to Student's failure to timely check out, including, without limitation, replacement of keys, costs and expenses, lost revenues, lodging expenses and attorney's fees.

D. Students failing to check out by the last day of the Contract Period may be subject to immediate removal from Student Housing by the University and may also be subject to disciplinary action.

## **VIII. Care of Facilities; Equipment; Pets**

*A. Student is responsible for keeping Student's Assigned Housing Unit in a clean and orderly fashion at all times including cleaning and sanitizing it, and all shared amenities in order to minimize the spread of communicable diseases. Student shall not cause or permit to be caused damage or alterations to the Assigned Housing Unit, furniture, or equipment. All costs associated with cleaning and/or repairs arising out of or related to Student's failure to comply with the foregoing requirements shall be paid to the University promptly on demand. Student is responsible for contributing to the overall cleanliness of Student Housing by taking Student's trash to the appropriate trash dumpsters. Trash bags left outside Assigned Housing Unit, in laundry rooms, or other trash cans will not be allowed. Students will use the designated*

*dumpsters to dispose of trash. Student's account will be charged for the University's removal of Student's trash from unauthorized disposal areas.*

B. Student expressly agrees to be liable for damages or other losses that Student, and/or guests of Student, cause to Student's Assigned Housing Unit, any University furniture or equipment, or any other University property, except for ordinary wear and tear. Title to the damaged property will remain with the University. Student will pay all such amounts to the University promptly upon demand.

C. One University Housing approved microwave is permitted per room. No appliances with exposed heating elements are permitted in University Student Housing.

D. No pets are permitted except fish in small (20 gallon or less) aquariums. Service and Assistance animals must be approved by the University's Center for Accommodations and Support Services (CASS) after review of Student's request and supporting documentation. Student will then meet with the Assistant Director for Administration to discuss the terms of any granted accommodation prior to the service and/or assistance animal arriving at the University or the Assigned Housing Unit.

E. Student may not, for any reason, move belongings to or reside in any part of a unit that is not assigned to the Student. Student may not exchange Assigned Housing Unit bedroom with roommate without direct written approval of the Executive Director of the Department of Housing and Residence Life.

#### **IX. Conduct**

A. Use or possession of fireworks, firearms, any lethal weapons, or facsimiles is prohibited in the residence halls and may subject Student to disciplinary action, including expulsion.

B. Student shall comply with all applicable state and federal laws, rules and regulations governing the use or possession of alcoholic beverages, firearms, gambling, narcotics and controlled substances. All such laws, rules and regulations are enforced by the University in the Student Housing. Alcohol may not be consumed in any public areas of Student Housing. If Student is of legal drinking age (at least 21 years old at the time of consumption) Student shall not participate in alcohol-related conduct which infringes upon the rights of others to a quiet, orderly living environment.

*C. Student shall comply with all University policies related to the health, safety, and restrictions regarding guests, including yet not limited to those contained in The Housing and Residence Life Handbook. Student is responsible for the actions of Student's guests, in the event Student disregards applicable guest restrictions.*

D. Solicitation, including door-to-door or person-to-person sales of goods and/or services, is not permitted in or around Student Housing. State law prohibits using state property for private enterprise. No concessions or business of any type may be operated by a student, family member, or other person from Assigned Housing Unit or in any part of the Student Housing. This includes yet is not limited to babysitting, or person-to-person sales, such as Avon, Tupperware, and other similar businesses run from private residences.

E. "Quiet Hours" are Sunday through Thursday from 10 p.m. to 8 a.m., and Friday and Saturday from 12 a.m. to 8 a.m. During Quiet Hours, no noise should be heard outside Assigned Housing Unit. Moderate noise levels that promote an atmosphere of academic success should be maintained during all hours other than those designated as Quiet Hours.

F. Student shall provide proper identification upon request, and comply with instructions and directives given by the Department of Housing and Residence Life staff members at all times.

G. For the security of all, Student is asked to lock Student's Assigned Housing Unit and other related doors at all times, and carry their keys with them at all times. If Student gets locked out of Student's Assigned Housing Unit, Student will be charged a lockout fee to re-enter the Assigned Housing Unit. The amount of the charge for the lockout fee will be based on the time of day of the lockout and re-entry, in University's discretion.

H. Smoking is prohibited on all University property. Student will be charged for the additional cleaning of Assigned Housing Units where smoking has been detected.

*I. Student agrees to follow all University visitation rules and procedures.*

*J. Student agrees that if Student is found by University to be in violation of this Contract, policies contained within the current Housing and Residence Life Handbook, University policies, rules or regulations, the rules and regulations of the UT System, the Board of Regents of UT System, or, if Student's actions are deemed to endanger the health, safety and/or welfare of the community or other students, disruptive to the community or the quiet use and enjoyment of Student Housing by other students or an officer from the Department of Housing and Residence Life, Student will be subject to University disciplinary action including but not limited to being required to change Student's Assigned Housing Unit, withdrawal from Student Housing, suspension, or expulsion from University. Students suspended or expelled by the University from living in Student Housing will not be allowed to visit any Student Housing property at University.*

## **X. Abandonment and University's Disposal of Personal Property**

A. Abandonment of Assigned Housing Unit means:

- i. In the University's sole reasonable judgment, Student appears to have moved out of the Assigned Housing Unit because of substantial removal of Student's clothing, furniture, or personal belongings from the Assigned Housing Unit; or
- ii. The Contract Period has ended and no one has been in the room for five (5) calendar days, while charges remain due and unpaid and University's check-out procedure has not been completed.

B. If there has been abandonment of personal property in connection with the Abandonment of Assigned Housing Unit, the University may remove and/or store Student's abandoned personal property for a period of sixty (60) calendar days, with the exception of personal property that may be perishable (e.g., food, medicine, or plants) which in the University's sole reasonable judgment may be thrown away or otherwise disposed of by the University.

C. If the Assigned Housing Unit or any personal property therein has been abandoned, this Contract shall be considered as terminated by the Student, and the University may proceed to change the appropriate locks, and prepare and re-assign the Housing Unit at its sole discretion.

## **XI. Fire Safety**

A. Fire safety devices are installed in the residence halls. Students and guests must evacuate any time that a fire alarm sounds. Failure to evacuate may result in Student's disciplinary action, up to and including expulsion from Student Housing and/or the University. Tampering with fire safety equipment is a violation of state law and University Regulations, and may be reported to the proper authorities and/or result in disciplinary action, up to and including expulsion from Student Housing and/or the University. Student may not disconnect, cover, damage, alter, or tamper in any way with fire safety devices, and nothing may be hung or attached to the sprinkler system. Student behavior which in any way jeopardizes the safety of Student or of others will result in disciplinary action, up to and including expulsion from Student Housing and/or the University.

B. Student shall immediately report to an appropriate Student Housing staff member the malfunction of any fire safety device, including smoke detectors in Student Housing.

C. Student may not hang holiday and/or decorative lights in any part of the Assigned Housing Unit and/or Student Housing, including but not limited to doors, walls, windows, and ceilings.

D. Extension cords of any type are not permitted in Student Housing.

E. Due to the excessive heat, refrigerators must not be placed under beds. There must be enough space between the refrigerator and Assigned Housing Unit walls, as indicated in the refrigerator's instruction manual, for necessary air to circulate and not be a fire hazard.

F. Surge protectors are allowed in Assigned Housing Unit, however they may not be connected to each other as to create an extension cord. Power strips are not permitted.

G. Window treatments must be rated for commercial use, not residential use. Residential rated curtains, valances, etc. are not permitted.

## **XII. Rights and Obligations of the University**

*A. University authorized personnel may enter Student's Assigned Housing Unit at any time in the event of an emergency, and at any reasonable time for any reasonable purpose, including without limitation, inspection, maintenance, health and safety, or investigation of possible violation of University Regulations. All Student Housing may be periodically inspected by University or its designee, for health and safety violations. Student will be notified before inspections begin. Student must timely report incidental or accidental damage to the Assigned Housing Unit or any portion of Student Housing. Damage to an Assigned Housing Unit or any University property may result in repair charges to the Student. Further, damage to the Assigned Unit or University property, or Student's failure to report thereof, may result in disciplinary action up to and including termination of the Contract, and/or expulsion from University.*

*B. University shall reasonably remedy or repair conditions present at Student Housing that are materially affecting the physical health or safety of Student. Student shall give written notice to the University specifying such conditions upon Student's discovery of such conditions.*

C. University is not responsible and/or liable for loss or damage to personal property within Student Housing, including yet not limited to loss arising from theft, fire, flood, or other casualty, whether such losses occur in Student's Assigned Housing Unit, University public areas, or elsewhere in Student Housing. University insurance does not cover the loss or damage to Student personal property.

D. Student is not required by University to buy renters or liability insurance, but renters insurance is strongly recommended for losses due to theft, fire, water, pipe leaks, and similar occurrences.

E. University will re-key a security device on any exterior door or window of Student's unit after receiving a written request from Student. The University will automatically re-key a security device if Student loses an assigned key. All applicable costs and expenses arising for the re-key, replacement, and/or extra keys shall be paid by Student promptly upon delivery of a statement for same from the University. If payment is not promptly made, a charge on Student's GOLDMINE account may be imposed by University to cover such costs and expense.

*F. In the event that University is prevented from completing the performance of any obligations under this Contract by force majeure, acts of God, and/or circumstances beyond the control of the University, including yet not limited to sickness, accidents, riots, strikes, acts of terrorism, epidemics, pandemics, or other legitimate conditions, University shall be excused (released) from the performance of such obligations to the full extent allowed by law.*

*G. If part or all of the University is closed due to an emergency or natural disaster, act of God, or force majeure, the University may, at its sole discretion, adjust or terminate this Contract without prior notice. The University may, at its sole discretion, extend this Contract for an equivalent amount of time as the closure to address the loss of use of University housing and provide for future use. In no event shall University be obligated to provide alternate housing to Student or to rebuild or replace any affected premises.*

*H. In the event the University is prevented from completing the performance of any obligations under this Contract by an act of God or other occurrence whatsoever that is beyond the reasonable control of the University, the University shall be excused from the performance of such obligation to the full extent of the law and reserves the right to maintain the safety of the premises and welfare of Student by any means, including yet not limited to temporarily or permanently removing Student from University Housing.*

*I. The University may establish temporary and/or permanent procedures, rules, and regulations regarding Student Housing and Residence Life to support the health and safety of the University Students and community.*

### **XIII. Guarantor**

In consideration for the University granting Student the License to use University's Student Housing and the Assigned Housing Unit, the Guarantor hereby guarantees the performance of all Student's obligations under this Contract. If Student fails to make any payment under this Contract, Guarantor will, upon demand, make such payment to University or University's agent. Payments under this Contract include but are not limited to deposits, fees, late charges, returned check charges, repair costs, and all other applicable costs and charges as specified herein. If Student otherwise breaches this Contract, Guarantor will, upon demand: (1) cure the breach as this Contract may require of Student; or (2) compensate University for University's loss resulting from the breach. This guaranty applies when the Contract Period commences and continues until the Contract Period ends, including any extension or renewal hereof. Guarantor waives any rights to receive notice of any acceptance, modification, amendment, extension renewal, or breach of this Contract. Guarantor is jointly and severally liable for all provisions of this guaranty and Contract.

**XIV. Miscellaneous**

A. This Contract may only be amended by a written document executed by the party against whom enforcement is sought. This Contract and all other documents incorporated herein by reference, contain the entire agreement of the parties regarding the purpose hereof, and no oral understanding or agreement not incorporated into the Contract shall be binding on either of the parties.

B. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created by this Contract shall be performable in El Paso County, Texas. The parties expressly agree that venue for any claim or cause of action arising from this Contract shall be the courts of competent jurisdiction located in El Paso County, Texas. If any one or more of the provisions contained in this Contract shall for any reason be held invalid, illegal, or unenforceable by a court of competent jurisdiction in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and the Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained therein.

C. Capitalized words or phrases used in these terms and conditions have the respective meanings assigned to them in this Contract, unless the context clearly indicates otherwise.

**XV. Notices**

Any notices, requests, or other communication required or permitted to be delivered to the Student under this Contract shall be in writing and shall be deemed received when actually delivered by hand delivery, facsimile transmission, overnight courier, or United States mail, postage prepaid, certified mail, returned receipt requested, at the address of Student's Assigned Housing Unit during the Contract Period, or if before or after the Contract Period or to the Guarantor, at the address stated in this Contract and/or the Student's permanent address as recorded in the University's Student record. Any requests or other communication required or permitted under this Contract regarding day-to-day operations of Student Housing, shall be in writing and shall be deemed received when actually delivered by hand delivery, facsimile transmission, overnight courier, or United States mail, postage prepaid, certified mail, returned receipt requested, to the University at the address stated here: The Department of Housing and Residence Life, The University of Texas at El Paso, Boquillas Hall, 3490 Sun Bowl Drive, El Paso, TX 79902.

Any notice to University under this Contract must be in writing signed by the party giving it, and shall be deemed given when received by the University's designated representative. Notices shall be mailed postage prepaid by U.S. Postal Service first class, certified, or express mail, or other overnight mail service, or hand delivered to the following designated representatives:

The University of Texas at El Paso  
Attn. Vice President for Student Affairs  
500 W. University Ave  
El Paso, TX 79968  
United States of America

With copy to:  
The University of Texas at El Paso  
Attn. Department of Housing and Residence Life  
500 W. University Ave  
El Paso, TX 79968  
United States of America

**By signing below, Student and if applicable, Guarantor, certify that each understands and agrees to all of the terms and conditions stated in this Contract including yet not limited to those incorporated by reference.**

<b>STUDENT</b>	<b>GUARANTOR</b>
_____	_____
Name: _____	Name: _____
Date: _____	Date: _____