

Student Housing Contract Addendum

This Addendum to the Student Housing Contract ("Contract") is effective as of June 18, 2020 and is intended to address the necessary changes to comply with recommendations for the prevention and reduction of the transmission of communicable diseases including COVID-19 and is subject to all applicable laws, rules, regulations, and policies of the University, The University of Texas System and its Board of Regents, as well as the terms and conditions specified in the Contract as added and amended herein.

1. STUDENT HOUSING CONTRACT TERMS AND CONDITIONS. Effective as of the date of this Addendum the following sections of the Contract are hereby amended, replaced, added and/or incorporated in accordingly as follows:

a. Section I. D is amended and replaced in its entirety as follows:

"D. This Student Housing Contract is personal in nature, and the Student expressly agrees 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, shall comply with all applicable policies, rules and regulations, including the limitation of visitors to the Assigned Housing Unit. No visitors shall be allowed in the Assigned Housing Unit at any time."

b. Section I. F is amended and replaced in its entirety as follows:

"F. Student expressly agrees that if Student is found by the University to be in violation of the Contract or of any of the University Regulations, or if Student's actions are disruptive to the use and quiet enjoyment of the University's residence halls, and/or endanger the health, safety and/or welfare of the 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 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."

c. Section I. H is added as follows:

"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 2020-2021 academic year. The Student's decision is voluntary, and Student expressly assumes all risk associated and arising therefrom."

d. Section II. C is added as follows:

"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."

e. Section V. D. is amended and replaced in its entirety as follows:

“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 the 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.”

f. Section VIII. A. is amended and replaced in its entirety as follows:

“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 their trash from unauthorized disposal areas.”

g. Section IX. C is amended and replaced in its entirety as follows:

“C. Student shall comply with all University policies related to the health, safety, and visitation of 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. Student may not have guests visiting and/or staying in the Assigned Housing Unit. Student may not use the bedroom of a roommate. There shall be no visitors and/or guests within the Assigned Housing Unit at any time.”

h. Section IX.I is amended and replaced in its entirety as follows:

“I. Student will follow any University established visitation procedure.”

i. Section IX. J is amended and replaced in its entirety as follows:

“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, any of the rules and regulations of The University of Texas System, the Board of Regents of The University of Texas 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 the Student Housing by other students, or an officer from Housing and Residence Life, Student may be subject to University disciplinary action which may include being required to change Assigned Housing Unit within on-campus housing, to withdraw from Student Housing, and up to and including 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.”

j. Section XII. A is amended and replaced in its entirety as follows:

“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 violations 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 report incidental or accidental damage to the Assigned Housing Unit or any portion of Student Housing. Damage to an Assigned Housing Unit and/or any University property may result in repair charges to the Student, and disciplinary action up to and including termination of the Contract and/or expulsion from University. “

k. Section XII. B is amended and replaced in its entirety as follows:

“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.”

l. Section XII. F is amended and replaced in its entirety as follows:

“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.”

m. Section XII. G is added and incorporated as follows:

“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 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 the Student or to rebuild or replace any affected premises.”

n. Section XII. H is added and incorporated as follows:

“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 which 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 the Students by any means, including yet not limited to temporarily or permanently removing Student from University Housing.”

o. Section XII. I is added and incorporated as follows:

"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.

2. ENTIRE AGREEMENT This Addendum along with the Contract constitute the entire agreement and understanding of the parties with respect to its subject matter and shall be interpreted jointly as one single contract. In the event of conflict between the text of this Addendum and the text of the Contract, the terms of this Amendment shall govern. Except as herein amended, all terms and conditions of the Contract by and between UTEP and Student and Guarantor if applicable, shall remain in full force and effect.

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

STUDENT

GUARANTOR

Name: _____

Name: _____

Date: _____

Date: _____