

Residence Hall/Dining Agreement Calendar Year 2009-2010

INSTRUCTIONS: Please read all sections of this Agreement before submitting. THIS IS A LEGALLY BINDING AGREEMENT AND IS IN EFFECT FOR THE ENTIRE ACADEMIC YEAR OR FOR THE FULL TERM OF THE AGREEMENT SELECTED. IF A TERM IS NOT SELECTED BELOW, THE AGREEMENT WILL DEFAULT TO A FULL ACADEMIC YEAR AGREEMENT.

Once the Agreement has been completed, a \$250 deposit which includes a non-refundable \$25 processing fee, will be posted to your Bronco Web account within 48 hrs. The deposit charge must be paid before the Agreement can be processed. The University agrees to refund \$225 of the deposit to the Student upon completion of all the provisions of this Agreement, including residing in the residence halls/suites for the full term of this Agreement, and if: a) the room to which the Student has been assigned is left in as good a condition as at the time of original occupancy by Student, reasonable wear and tear expected, b) Student has satisfied all other financial obligations to the University. The deposit will be carried forward if the student has a Residence Hall/Dining Agreement for the following Spring, Summer or Fall Semester.

This Residence Hall Agreement ("Agreement") for space in a University Residence Hall with the room number yet to be assigned ("Assigned Room"), is hereby made and entered into by Boise State University, state educational institution, hereinafter referred to as the "University," and the individual named below, a student at the University, hereinafter referred to as the "Student."

RECITALS

- A. University owns, operates, and maintains a university and as such provides educational and other related services to the residents of the State of Idaho and others.
- B. University Housing Office helps to serve the educational mission of the University by providing on-campus housing to University students.
- C. The parties intend this Agreement to constitute a license for the use of a residence hall space yet to be assigned by the University, and that this Agreement shall not be deemed a lease or to create or transfer an interest in or a lien upon real estate.
- D. The forgoing recitals are incorporated into and made an integral part of this Agreement.

Acceptance and processing of this Agreement by the University does not constitute approval of academic admission to the University and application for admission is not an Agreement for a residence hall.

The Agreement. The term "Agreement" as used in this document means the provisions in this document, the terms and conditions of the University Housing & Dining Policies, Rate Schedule, Fire Safety Regulations, Student Code of Conduct, and all other University policies effective for the 2009-2010 academic year, all of which are incorporated by this reference and fully integrated into this Agreement.

Term of the Agreement. By entering into this Agreement, Student agrees to live in a University Residence Hall ("Residence Hall") and maintain a dining services meal plan (if applicable) for the term specified or for that portion of the term which remains as of the date on which this Agreement becomes binding. If term is not specified the Agreement will default to a full academic year Agreement. Meal service will not be available during the time periods identified in the Boise State University Academic Calendar (herein referred to as the "Academic Calendar").

Payments. Room and/or meal plan charges will be deducted from the Student's financial aid, if applicable. Financial aid will apply and pre-pay some or all payments due. A late charge of 1.75% or \$10.00, whichever is greater, will be assessed for each payment made after the payment due date as set forth in the 2009-2010 Rate Schedule. **Student's BroncoWeb account will automatically be assigned to the ten payment plan if you apply and are accepted by July 1, 2009. After this date, the total semester fee will be divided by the number of payments left in the semester.**

UNIVERSITY HOUSING RESIDENCE HALL & DINING CONDITIONS

1. Cancellation Prior to Occupancy.

a. If a new Student cancels his/her Room Reservation in writing (bsuhousing@boisestate.edu is acceptable) prior to July 25 for a Full Academic Year, and prior to December 25 for a Spring Term Agreement (new spring semester student's only), a refund of the deposit less a \$25.00 processing fee will be reimbursed to Student. Returning residential students must cancel his/her room assignment in writing prior to June 1, for a refund of their deposit.

b. If Student cancels his/her Room Reservation in writing after cancellation dates stated in 1. a, such Student will forfeit deposit.

Once the Student takes residence hall occupancy, the Student shall be obligated to pay all amounts due under this Agreement for the full duration of the term of this Agreement. If prior to the expiration of the Agreement, Student ceases to be registered as a student at the University, Student shall become ineligible for residence hall occupancy and shall forfeit the deposit and will be charged other applicable fees as indicated in sections 4, 5 and 6 of this Agreement.

2. Occupancy. Occupancy occurs when Student is issued a key for his/her room assignment. Actual physical occupancy of the room by Student and/or placement of Student's possessions within the room is not necessary to constitute occupancy. Once Student takes occupancy in the residence halls and completes a proper check-out prior to completion of the full length of the Agreement, Student may be entitled to a refund in accordance with this Agreement. Any Student who is assigned but fails to officially check in (issued a key for his/her room) by 5 p.m. of the second day of each semester will forfeit deposit and the space will be reassigned. Any Student who plans on taking occupancy after this deadline, will need to notify the University Housing Office in advance. This notification must be in writing and include the exact date of move in.

3. Termination of Agreement by University. In addition to any other rights and remedies, University may terminate this Agreement upon the occurrence of any of the following circumstances:

a. Student fails to pay scheduled room and meal plan (if required) payments when due and such failure to pay continues for more than fifteen (15) days after the due date of such payment, except where the University has agreed in writing to extend the due date of such payment; or

b. Student breaches, violates, or otherwise is in default of any of the terms and conditions of this Agreement; or

c. Student ceases to be a student at the University. Residents must take at least eight credit hours; those who fall below eight credit hours without written permission from University Housing Office may be subject to termination of their agreement by the University. However, dropping below eight credit hours doesn't guarantee release from Agreement; or

d. Student fails to comply with the rules and regulations set forth in this Agreement, the Student Code of Conduct, or other University policies, the University Housing Handbook, Fire Safety Regulations, or any applicable local, state or federal law.

The University may terminate this Agreement for any of the above reasons upon giving the student forty-eight (48) hours written notice. The notice shall state the reason for termination. After the date of termination, the University shall be entitled, without further notice, to enter the Assigned Room and to repossess the same, and to remove Student and Student's property without any liability for trespass or otherwise. Notwithstanding the provisions in this Section, the University specifically reserves the right to immediately remove any individual from the Residence Hall premises if the University, in its sole discretion, determines that the individual presents an immediate danger to himself/herself or others. In the event this Agreement is terminated in accordance with the provisions of this section, Student shall be required to immediately surrender the Assigned Room and all University owned property to the University under the same terms and conditions as would apply under this Agreement if the surrender were to take place at the completion of this Agreement. The University may reassign the Assigned Room or any part thereof in the name of the University on such terms and conditions as the University may determine. No termination of this Agreement in accordance with the provisions of this section shall relieve the Student of Student's obligations and liability under this Agreement and such liabilities and obligations shall survive any termination of this Agreement. Termination of this agreement by the University for any of the reasons stated above will result in a penalty charge equal to 1/2 (one-half) of the balance owed under this agreement for the remainder of the agreement term.

4. Payment in the Event of Release. If Student is released from his/her obligations under this Agreement **at request of student**, Student shall forfeit his/her deposit, pay the University room and meal plan (if required) charges accrued through the date of proper check-out, and a \$400 contract buy out fee. The student's meal plan will expire upon termination of this agreement. *Unused flex dollars will also expire (if meal plan required).*

5. Requirement to Vacate Residence Halls. When this Agreement expires and has not been renewed in writing, or when this Agreement is otherwise terminated, Student shall immediately vacate the Residence Hall premises and remove all of Student's property. If Student's property remains in or about a Residence Hall after this Agreement has expired without renewal or has been terminated, the Student will be charged for the removal of any property and daily storage fees. If Student's property is not reclaimed and storage fees paid within forty eight (48) hours after the expiration or any termination of this Agreement, such property will be treated as abandoned property, and the University may sell or otherwise dispose of such property in any manner without liability.

6. Proper Check-Out. At the conclusion or termination of this Agreement, Student must check-out of the residence hall by returning his/her keys and completing the Residence Hall Room Inventory Form with an authorized staff member. Improper checkout shall result in the student being assessed a charge of \$150.00, a charge for lock changes if keys are not returned on time, and any other applicable cleaning and damage charges.

7. Indemnity. To the extent permitted by law, Student shall indemnify, defend and hold the State of Idaho and University and its governing board, employees, agents, and assigns harmless from and against any and all claims, losses, damages, injuries, liabilities and all costs, including attorney's fees, court costs and expenses and liabilities incurred in or from any such claim, arising from any breach or default in the performance of any obligation on Student's part to be performed under the terms of this Agreement, or arising from any act, negligence, or failure to act of Student or any of the Student's agents, relatives, invitees or guests.

8. Student Responsibility for Repairs. All costs for repair of damage to Student's Assigned Room, suite and/or the building or premises not caused through normal wear and tear, or for replacement of irreparably damaged or lost property in Student's Assigned Room and/or the Residence Hall, shall be the responsibility of Student. If responsibility for the damages/loss cannot be so established, cost of repair will be equally divided among the residents of the affected room, suite or building.

9. Room Assignment Decisions. University Housing Office reserves the right, at its sole discretion, to make assignments and reassignments of space within the Residence Halls and to authorize or deny room and roommate changes. University Housing Office may reassign Student to a different room at any time for any or no reason. The Student does not have a leasehold interest in any room and/or residence hall and there is no landlord-tenant relationship between the University and Student. The charge for reassignment is \$25. University Housing Office reserves the right, at its sole discretion, to waive this fee.

10. University Right of Entry. The University shall, at its sole discretion and at all times have the right to enter the Assigned Room without notice to or consent of Student when the University has reasonable cause to believe that (a) there exists an immediate threat to the health, safety or property of Student or of the other occupants of the Assigned Room or of the building, or (b) University or private property is at risk of damage or destruction. In addition, Student authorizes University personnel to enter the Assigned Room to close and secure it, to make necessary or desirable repairs, to show the room to prospective residents, for routine or other maintenance, for routine inspections, and for other purposes as deemed necessary or desirable by University.

11. Firearms, Weapons, Fireworks, and Explosive Devices and Substances. Firearms, weapons, fireworks, and explosive devices and substances are prohibited in the Residence Halls and surrounding areas. Any violation of this rule may result in immediate termination of this Agreement and may be reported as a violation of the Student Code of Conduct.

12. Fire or Casualty Loss. If the Student's Assigned Room should at any time be rendered uninhabitable in whole or in part by fire or other casualty, the University may, at its option, either immediately terminate this Agreement without liability to Student or repair and replace the damaged room within a reasonable time. Alternatively, the University may, at its option, find alternative suitable housing for the Student.

13. Occupants. Student acknowledges and agrees that only the Student and any roommate who may be assigned by the University at its discretion will be permitted to occupy the Assigned Room. No other occupants shall be permitted without the prior written approval of the University. Students are responsible for the conduct of their guests and any damage to the room or residence hall or any damage the guest may cause.

14. Pets. Only fish (5 gallon tank or less) are permitted in the Assigned Room or the buildings. Upon prior approval by University Housing Office, an exception to this policy may be made for trained service or companion animals required by a qualified person with a disability.

15. Personal Property and Insurance. The University shall not be liable for loss of or damage to Student's personal property, wherever situated, due to fire, smoke, power outage, theft, water, electric surge, or any other casualty or cause. Student is encouraged to obtain insurance adequately covering loss of or damage to Student's personal property. University does not provide such coverage.

16. Severability/Non-Waiver/Remedies Cumulative. This Agreement is intended to comply with all applicable law. If any one or more of the provisions of this Agreement shall be held invalid or unenforceable, such provision(s) shall be modified to the minimum extent necessary to make it valid and enforceable, and the validity and enforceability of all other provisions of this Agreement shall not be affected. The failure of the University to exercise any right or remedy shall not be deemed to be a waiver by the University of any such rights or remedies. No terms or conditions of this Agreement required to be performed by the Student and no breach thereof shall be waived, altered or modified except by the express agreement of the University. The receipt of payments by the University with the knowledge of the breach of any terms, covenants or conditions of the Agreement shall not be deemed a waiver of such breach. Remedies of the University under the terms of this Agreement are cumulative and are not exclusive of any other rights or remedies available at law or in equity.

17. Costs. Student shall pay all costs, including attorney's fees, incurred by the University in the collection of charges due under this Agreement, repossession of the Assigned Room, and enforcement of the terms and conditions of this Agreement. All room and board costs, as approved by the State Board of Education, supersede all other information regarding costs. Rates are subject to change and the parties to this contract agree that the room and board rates shall be those approved by the State Board of Education.

a. Costs associated with food service are subject to change without notice. There is no refund or "carryover" for meals not consumed in dining facilities. Meal plans are for one semester only. All unused meals and/or flex dollars expire at the end of each semester.

18. Conviction of a Felony. Student must notify University Housing if he/she has ever been convicted of a felony before living in University Housing. Students must immediately notify University Housing upon being convicted of a felony while living in the Residence Halls. If Student has been convicted of a felony, Student must provide to University Housing, a statement with a complete description of his/her actions and full details of the charges/sanctions against him/her. The nature of the offense will be taken into consideration when the initial application for University Housing is reviewed. Failure to notify University Housing of a crime conviction prior to University housing occupancy or immediately upon conviction of a crime during University housing occupancy, may be grounds for denial or immediate removal from University housing.

19. Semester Breaks. The Residence Halls are officially closed during Semester Break and any other break when classes are not in session. Any student desiring to remain in the halls for all or any portion thereof will be required to fill out a break housing request and pay a flat rate. All such requests will be reviewed by the Housing Department and approval is subject to space availability, staffing capabilities and the student's financial and conduct standing with the university. Student's Bronco card will be deactivated from the date the residence halls close for the fall semester through the residence hall opening date of Spring semester and student is responsible for their own meals. During other breaks when classes are not in session, limited or no food service hours may be initiated by University Dining Services. Notification of food service offerings will be made prior to the break application period. Students may be required to relocate for the duration of the breaks.

20. Title IV Funds. Federal Regulations may require the University to reimburse Title IV funds if you do not attend or withdraw from classes. If you receive Title IV funds, the University will automatically deduct the cost of housing and board from your financial aid.

21. Governing Law. This Agreement shall be governed by the laws of the State of Idaho.

This is a legally binding Agreement. I understand that I will be held to this agreement for the full amount. I have read and agree to the terms and conditions of this Agreement entitled University Housing Residence Hall & Dining Conditions. I will abide by all Residence Hall & Boise State University regulations.

I agree

Boise State University has a policy of non-discrimination on the basis of race, color, national origin, religion, sex, age, sexual orientation, disability, or status as a Vietnam-era veteran. This policy applies to all programs, services, and facilities, and includes, but is not limited to, applications, admissions, access to programs and services and employment. Such discrimination is prohibited by Titles VI and VII of the Civil Rights Act of 1964, Title IX of the Educational Amendments of 1972, Sections 503 and 504 of the Rehabilitation Act of 1973, the Vietnam Era Veterans' Readjustment Assistance Act of 1974, the Age Discrimination Act of 1975, the Age Discrimination in Employment Act Amendments of 1978, the Americans with Disabilities Act of 1990, the Civil Rights act of 1991, and other state and federal laws and regulations. Questions and concerns about the application

of these laws and regulations may be directed to the Special Assistant to the President for Diversity and Human Rights, 208-885-9229, the Office of Civil Rights, U.S. Department of Education, or to the Office of Federal Contract Compliance Programs, U.S. Department of Labor. "All fees, tuitions, and other charges are subject to change at any time by the State Board of Education acting as the Board of Trustees for Boise State University."