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## **On-Campus Housing (Residence Halls) and Meal Plan Agreement Academic Year 2020-2021**

This On-Campus Housing (Residence Halls) and Meal Plan Agreement (this “*Agreement*”) is a legally binding agreement entered into between the individual signing this Agreement to reside in certain On-Campus Housing (hereinafter referred to as “*Resident*”), Owner (defined below) and Boise State University, on behalf of the office of Housing and Residence Life (hereinafter referred to as “*University*”) for the agreed-upon license term.

**Please read all sections of this Agreement carefully prior to signing and submitting this Agreement, including the attached On-Campus Housing (Residence Halls) Terms and Conditions, which are part of this Agreement for all purposes, incorporated as if fully set forth herein (the “Terms and Conditions”). By signing below or electronically signing and submitting this Agreement to the University, you represent that you have read, understand and accept the terms of this Agreement and are legally bound by this Agreement, including the Terms and Conditions. We urge you and your parent or legal guardian to read the Agreement and Terms and Conditions carefully before you sign and submit the Agreement. If Resident is not yet eighteen (18) years of age at the time this Agreement is executed, Resident’s parent or legal guardian must also execute and be a party to this Agreement before the University can assign Resident to a Unit. This Agreement is Resident’s personal, non-transferable license to occupy and use residence space assigned to Resident by the University (the “Unit”) for limited purposes and is not a lease of University property or with respect to the Honors College and Sawtooth Hall, Owner’s property. Resident acknowledges and agrees that the Unit is part of the campus of Boise State University, a state institution of higher education. Given the purposes of the University as set forth by law, Resident’s occupancy must be consistent with the purposes of the University, including University’s policies and procedures, and any interpretation of this Agreement must account for the educational mission and purposes of the University.**

The Honors College and Sawtooth Hall is owned and operated by an independent private company, EdR Boise LLC, also known as Greystar (“*Greystar* or *Owner*”), pursuant to a Ground Lease and Operating Agreement with the University. If Resident is assigned to the Honors College or Sawtooth Hall, then the references to “Owner” in this Agreement means Greystar. University’s sole role with respect to the relationship between Greystar and the Resident is to accept and process payments, to process applications and assign Residents to Units, to enforce University policies and procedures, and to provide traditional residence life services, academic programming and other University services to Residents residing in the Units.

**FERPA Release and Consent by Residents of Honors College or Sawtooth Hall: By electronically signing this License Agreement, Resident, if living in the Honors College or Sawtooth Hall, acknowledges and agrees that the University, in its role as described above, may provide certain information to Greystar with regard to the License Agreement or otherwise with regard to Resident, and Resident hereby voluntarily consents to the University sharing such information with Greystar, which may be an education record protected by The Family Educational Rights and Privacy Act of 1974 (“FERPA”), and hereby permits University to release such information, including but not limited to the License Agreement and application materials, Resident’s Social Security number, and other materials related to Resident’s obligations under this License Agreement. Such information may be utilized by Greystar, as Resident’s landlord and party to this Agreement, or by Greystar’s contracted third parties for purposes of enforcing Resident’s obligations under this License Agreement or for other purposes related to this License Agreement, including collection agencies for purposes of collections. The validity of this release and consent shall expire one year following termination or expiration of this License Agreement.**

Once space is available, Resident will be assigned to On-Campus Housing at the rate designated and posted by the University for the applicable On-Campus Housing assignment. Subject to availability, acceptance of Resident’s Housing Application, and subject to the terms of this Agreement, University agrees to provide Resident a space in one of the following University Residence Halls (referred to as “*Residence Halls*” or “*On-Campus Housing*” in this Agreement) during the License Term. For purposes of this Agreement, University Residence Halls include Chaffee, Driscoll, Keiser, Morrison, and Taylor residence halls; Towers hall; University Square (Jade, Jasper, Garnet, and Topaz); University Suites (Clearwater, Payette, Selway); Lincoln Townhomes (Aspen, Cedar, Hawthorne, Juniper, Spruce, Tamarack); the Honors College and Sawtooth Hall; and the dwellings located at 1816/1818 and 1827/1879 Yale Court. This Agreement is in effect from the date the University receives your signed Agreement, non-refundable processing fee, and housing down-payment (the “*Effective Date*”) until the Move-out day designated by the University for the applicable Academic Year unless sooner terminated in accordance with the Agreement (“*License Term*”). Resident may occupy space designated by the University starting on the Move-in day designated by the University for the applicable Academic Year.

The University shall assign each Resident’s housing, in its discretion, based on numerous factors, including but not limited to availability, the date application and fees are received, and Resident’s participation in specific residential programs. **Acceptance and processing of this Agreement by the University does not constitute approval of academic admission to the University. Application for admission to the University does not entitle a student to On-Campus Housing or constitute an Agreement**

**by the University to provide a student housing.**

Prior to occupying a Unit, Resident must have completed the application for housing available through the Housing and Residence Life website (the "**Application**"). The Applicant must complete the Application, execute the Agreement, and pay the University a non-refundable processing fee of \$50 (the "**Processing Fee**") together with a \$100 housing down payment (the "**Down Payment**"). Failure to complete an Application constitutes grounds for termination of an Agreement if Resident is occupying a Unit without completion and approval of an Application. Resident certifies that all information in the Application is truthful, accurate and complete. Resident hereby certifies that Resident answered the questions on the Application with regard to criminal activity truthfully and hereby confirms that Resident is not a convicted and/or registered sexual offender and covenants that Resident will not permit access to On-Campus Housing by any convicted and/or registered sexual offender. At any time prior to or during the License Term, University and Owner reserve the right, at their sole discretion, to determine if any past or present behavior, conduct, or activity of any Resident is such that the interest of University, Resident, Owner and/or other students would best be served by denying the Application, not assigning Resident to reside in On-Campus Housing and/or terminating this Agreement.

Once the University receives the Application, executed Agreement, Processing Fee and Down Payment, the University will process the Application. If accepted and assigned to a Residence Hall Unit, the University will apply the Down Payment toward Resident's housing charges. If the University is unable to assign Resident to Residence Hall for any reason, including denial of Resident's Application or lack of available space, the Down Payment will be returned after the University informs Resident the Application is denied.

This Agreement and Resident's occupancy of the Unit is governed by and subject to the Agreement, the Terms & Conditions; the Policies and Standards published by University Housing and Residence Life on its website (<http://boisestate.edu/housing>) including the Community Standards and the Procedures and Expectations (as amended or modified from time to time, the "**Standards and Procedures**"); and the Student Code of Conduct (as amended or modified from time to time, the "**Student Code of Conduct**") published by University's Office of the Dean of Students on its website (<http://deanofstudents.boisestate.edu>); each of which are hereby incorporated into this Agreement as if fully set forth herein. Resident should carefully review each of these materials prior to executing this Agreement. By requesting On-Campus Housing and indicating Resident's agreement with this document by signing the Agreement, manually or electronically, each **Resident** (and parent/guardian, if applicable) **acknowledges that Resident is subject to the Agreement, including the Terms & Conditions, the Standards and Procedures, and the Student Code of Conduct, has read and agrees to be bound by such documents, and agrees and covenants that Resident will abide by such documents and agreements. Resident further agrees that by typing Resident's name below or otherwise indicating Resident's acceptance electronically, Resident represents and agrees that Resident is the individual named and that Resident's electronic signature constitutes Resident's signature on the document referenced herein as if actually signed by Resident in ink. No third party verification is necessary to validate Resident's signatures, and Resident understands and agrees that this electronic signature constitutes Resident's legally binding signature consistent with Idaho Code Section 28-50-107.**

## On-Campus Housing (Residence Halls) and Meal Plan Agreement

### Terms & Conditions

**These Terms and Conditions contain terms and conditions applicable to Resident's license to occupy a Unit and constitute material terms of the On-Campus Housing (Residence Halls) and Meal Plan Agreement. Any words that are capitalized herein but are not defined have the meanings set forth in the Agreement.**

1. **Assignment of Unit and Occupancy:** The Agreement does not cover a specific room, unit, or building. The University shall assign each Resident's housing, in its discretion, based on numerous factors, including Resident's Application, availability, the date application and fees are received, and Resident's participation in specific residential programs.
  - a. Unless such requirement is waived by the University, Residents must, at all times during the License Term, be registered or have applied for admission for at least twelve credit hours per semester, for undergraduate students, or nine graduate credit hours, for graduate students, and must generally be attending courses when in session. Residents who fail to meet this requirement, including Residents placed on academic suspension or academic dismissal, shall be deemed "under-enrolled" and may be required to vacate the Unit in accordance with Section 10.
  - b. Residents must, at all times during the License Term, remain in good standing with the University. For purposes of this Agreement, "good standing" means the Resident does not have any outstanding fees or acts of academic or behavioral misconduct and has complied or is complying with any and all sanctions imposed by the University as a result of any misconduct. A Resident that is dismissed by the University due to misconduct, will not be considered in good standing with the University and may be required to vacate their Unit in accordance with Section 10.
  - c. Resident acknowledges and agrees that University and/or Owner have the right to reassign Resident to another Unit and/or adjust the occupancy to maximize space utilization. Residents agree to accept any other Student as a roommate/suitemate/townhome-mate.
  - d. University and Owner, comply with all federal, state and local authorities requiring nondiscrimination, including but not limited to Titles VI and VII of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990 (ADA), the Age Discrimination Act of 1975, and Executive Orders 12898 (Environmental Justice), 13166 (Limited English Proficiency) and 13672 (sexual orientation and gender identity). Boise State is an equal opportunity employer. The University and Owner do not exclude from participation in, deny the benefits of, or subject any individual to discrimination on the basis of race, ethnicity, color, religion, age, national origin, physical or mental disability, veteran status, genetic information, sex, sexual orientation, gender, gender identity, gender expression, pregnancy, or any other status protected under applicable federal, state or local law. For Boise State's non-discrimination policies and grievance procedures, please see Boise State Policies 1060, 1065, 1070 and 1075.
  - e. Any Resident needing an accommodation in order to access Housing and Residence Life services should contact the Educational Access Center.
  - f. Any Resident assigned to a Residence Hall who plans on taking occupancy after the 10<sup>th</sup> day of classes must notify Housing and Residence Life in advance. This notification must be in writing and include the exact date of Resident's move-in and the reason for Resident's delayed move-in.
  - g. Resident is issued a key to the Unit (if applicable) at check-in and Resident is responsible for returning the key(s) at check-out. If a key is lost, damaged, or stolen, Resident will be assessed charges for any and all lock changes.
  - h. Occupancy of the Unit during the dates designated by the University as "Fall Break," "Winter Break" (fall to spring semester break), and "Spring Break" is included in this Agreement at no additional cost, however, Residents seeking to occupy the Unit during any of these break times must complete the applicable form available from Housing and Residence Life. Meal services may be limited or unavailable during these break times. Summer Housing (Residence Halls) is available at special rates through a separate application process. The rates for summer housing are published on the Housing and Residence Life website and this License Agreement applies throughout a Resident's occupancy during the applicable Summer Session where Resident resides in On-Campus Housing, however, Residents are not required to maintain a meal plan during Summer Session.
  - i. If the Resident's Unit should at any time be rendered uninhabitable in whole or in part by fire or other casualty found to not be caused by Resident, the University or Owner may, at its option, repair and replace the damaged room within a reasonable time, find alternative suitable housing for Resident, or immediately terminate this Agreement without liability to Resident. If Resident's Unit is rendered uninhabitable due to the negligent or intentional actions or omissions of Resident, the University or Owner may terminate this Agreement and seek damages as provided herein for termination of the Agreement.
  - j. Resident acknowledges and agrees that only Resident and any roommate(s) who may be assigned by the University or Owner at its discretion will be permitted to occupy the Unit –subletting or 'renting' out the space is prohibited. Residents are responsible at all times for the conduct of their guests and any damage to the room, suite, townhome, or building which their guest(s) may cause.

- k. Resident shall be solely responsible for all costs for cleaning and for repair of damage to any Unit not caused through normal wear and tear and for replacement of damaged or lost property in the Unit.
- l. At any time subsequent to submission of an Application, a Resident who has been convicted of any crime (excepting minor traffic violations or infractions), or pled guilty or no contest to a crime, or who is currently on probation, parole, or under a suspended sentence, must provide information and documentation to Housing and Residence Life as required in the Application. In addition, at any time during the License Term, a Resident who is charged or has been convicted, pled guilty or no contest to any felony, or a misdemeanor involving theft, burglary, pornography, physical assault, indecent exposure, or similar, or any crime of a sexual nature or involving lewd or lascivious conduct, or a crime against a minor, must notify Housing and Residence Life within twenty-four (24) hours of such charge. Conviction or pleading no contest or a suspended sentence relating to these crimes could result in the termination of the Agreement. Failure to notify Housing and Residence Life may be grounds for denial of housing (prior to assignment and occupancy) or removal from housing and termination of this Agreement, as applicable. Individuals who have been convicted of a sexual offense or who are registered sexual offenders, as well as other criminal offenses, may be removed from Housing if a current Resident, or excluded from or denied On-Campus Housing following completion of the On-Campus Housing Criminal Background Investigation Process set forth in the Application. Resident shall not knowingly permit access to On-Campus Housing, including the Unit, to any convicted and/or registered sexual offender.

## 2. **Rates and Payments:**

- a. Rates are set annually and published on the University's Housing and Residence Life ("**HRL**") website. University and Owner reserve the right to change rates following not less than thirty (30) days' prior written notice to Resident.
- b. Housing and Meal Plan (if applicable) charges are posted to Resident's student account on or around May 1 for summer semester, July 1 for fall semester, December 1 for spring semester and are automatically divided into a "five-payment plan" (2-payments for summer semester) with payments due by the 25<sup>th</sup> day of each month (first payment due July 25 and last payment due November 25 for fall semester; first payment due December 25 and last payment due April 25 for spring semester). This five-payment plan also applies to Resident's receiving a housing assignment after July 25 or December 25.
- c. Student Fee Statements are available online at <http://my.boisestate.edu> approximately one month prior to the first day of classes for Residence Hall Residents (for example, May rent will post to the student account on April 1 and be due on April 25). Payments can be made online at <http://my.boisestate.edu>, or by check or money order payable to the "Boise State University" and mailed or couriered to: Student Financials Office, 1910 University Drive, Boise, ID 83725 or hand-delivered to the Student Financials Office located in the Administration Building, with a memo indicating payment is for Housing fees. **DO NOT SEND CASH.**
- d. A late charge of 1.75% or \$10.00, whichever is greater, will be assessed for any payment made after the first of the month following the month in which the payment was due. If any payment is thirty (30) days past due or more, University will place a negative service indicator (or 'Hold') on Resident's student account (which negatively impacts Resident's official University records). University or Owner has the right to terminate this Agreement and require that Resident vacate the Unit if any payment is thirty (30) days past due or more.
- e. Where the University or the Owner has agreed in writing to extend the due date of any payment, Resident shall be required to make all payments as provided in the written agreement by the due date provided in the written agreement. If Resident fails to comply with agreed upon payment plan or extended due date, Resident will be considered in default of this Agreement immediately and the University and/or Owner may terminate the Agreement immediately and pursue any and all available remedies.
- f. Resident acknowledges and agrees that failure to make payments as required by the Agreement can result in the cancellation, suspension, or termination of components of Resident's meal plan, temporary removal of internet access, lock change, placing negative service indicator on Resident's account, and/or termination of Resident's On-Campus Housing and Meal Plan Agreement and removal of Resident from On-Campus Housing. All costs associated with the collection of outstanding debts, including, for example, collection fees, collection agency fees, reasonable attorneys' fees, cost of court and other related fees, will be assessed against Resident in addition to any outstanding housing and meal charges. Resident acknowledges and agrees that the collection process may be initiated by the Owner or University through an outside collection agency and fees associated with collection may be assessed against Resident.
- g. Resident agrees and understands that Resident waives Resident's right to appeal any additional charge related to the Unit (such as, by way of example and not limited to, damage, cleaning and/or fire safety) unless a written appeal is received by Housing and Residence life within sixty (60) calendar days of the charge being assessed.

## 3. **Meal Plan Information:**

- a. Unless exempt by University Dining Services, (i) all Residents identified as first year students by University and (ii) Residents not identified as first year students who live in a residential space without an in-unit kitchen, must obtain and pay for a Weekly Meal Plan during the License Term (excluding Summer Break). All Residents living in On-Campus Housing with a Weekly Meal Plan will have meal plan and housing charges combined and posted to Resident's account, therefore subject to "Rates and Payments" section above.

- b. If Resident fails to follow payment deadlines outlined in the above section, Resident will be in default of its obligations under the Agreement and University or the Owner will have the option to exercise its remedies including, but not limited to, termination or other remedies available at law to University or to Owner.
  - c. If Resident is required to maintain a meal plan by this Agreement, the University will select a default meal plan and charge Resident's account with the cost for such meal plan if Resident has failed or refused to select a meal plan on or before the deadline for payment.
  - d. Limited or no food service may be available during breaks (fall, winter, spring and summer). Notification of food service offerings will be made prior to the break period. Meal plan swipes may not be available during the break period.
  - e. Information regarding meal plans and on-campus dining options may be found at: <http://boisestate.campusdish.com>
  - f. Exemptions may be requested by contacting University Dining Services.
4. **Rules and Regulations:** Resident's occupancy of the Unit is subject to this Agreement and all University and Owner rules, regulations, policies and procedures applicable to students and residents of On-Campus Housing, including but not limited to the terms, provisions and conditions of the Policies and Standards published by University Housing and Residence Life (as amended or modified from time to time, the "*Standards and Procedures*"); and the Student Code of Conduct (as amended or modified from time to time, the "*Student Code of Conduct*") published by University's Office of the Dean of Students on its website (<http://boisestate.edu/deanofstudents>), all of which are available at the Housing and Residence Life website.
5. **Personal Property and Fixtures and Appliances:** Resident will not, and will not authorize another to, remove, alter or damage any fixtures, appliances, furniture or other furnishings provided and located by University or Owner in On-Campus Housing. Resident will be charged the full replacement cost of missing or damaged appliances, fixtures, furniture, or other furnishings. University and Owner are not responsible for loss or damage to Resident's or Resident's guests' personal property or injury to Resident or Resident's guest, regardless of cause.
  - a. University and Owner shall not be liable for loss of or damage to Resident's or Resident's guests' personal property, wherever situated, due to fire, smoke, power outage, theft, water, electric surge, or any other casualty or cause. Resident is strongly encouraged to insure Resident's personal property and to carry liability insurance. University and Owner do not provide such coverage. Any personal property remaining in the Unit after it has been vacated by Resident, whether willingly or not, is subject to the terms set forth in Section 9.
6. **Animals.** Only fish (in a 10-gallon or less tank) are permitted as pets in residence halls. Service and support animals are permitted in accordance with University Policy 9160 (Animals on Campus). Any Resident with a service animal is allowed to bring the service animal into On-Campus Housing. Requests to allow a support animal in any On-Campus Housing must be made through the Educational Access Center (EAC). Upon Housing and Residence Life's receipt of an accommodation notice from the Educational Access Center, Housing and Residence Life will work with Resident to implement the accommodation. A Resident who is training a service animal may submit to Housing and Residence Life a written request to have the service animal in training accompany Resident in On-Campus Housing thirty (30) days prior to Resident assuming occupancy. Residents may be charged for damage caused by animals and must ensure their animals comply with applicable University rules regarding noise, safety, disruption and cleanliness. Housing and Residence Life may demand removal of pets, service animals, support animals, and service-animals in training from On-Campus Housing for Resident's failure to control, care for, clean up after the animal, if the animal poses a direct threat to health or safety or others that cannot be mitigated by reasonable modifications, or as otherwise permitted by University Policy or this Agreement.
7. **Utilities & Services; Laundry:** Each unit in On-Campus Housing is connected for utility service. University and Owner agree to use commercially reasonable efforts to provide utility-powered services (such as, by way of example and not of limitation, ventilation, heating and air conditioning as well as, depending on the building and the Unit, elevator service, water and wastewater) in On-Campus Housing. University and Owner will provide light housekeeping to building common areas. Resident is responsible for cleaning Resident's personal space, including common areas in suites or townhome units. Laundry machines are available for use by Residents for a fee, unless provided within Unit.
8. **University or Owner Right of Entry.** University and Owner, if applicable, shall in each of its sole discretion and at all times have the right to enter the Unit without notice or consent of Resident when the University or Owner, if applicable, has reasonable cause to believe that there exists an immediate threat to the health, safety, or property of Resident or University or Owner. In addition, Resident authorizes University and Owner, if applicable, to enter the Unit 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, or for other purposes necessary or desirable by University.
9. **Requirement to Vacate On-Campus Housing:** When this Agreement expires or when this Agreement is otherwise terminated, Resident shall immediately vacate the Unit and remove all of Resident's property. If Resident remains in a Unit after this Agreement has expired without written renewal, the University may require Resident to immediately vacate the Unit. If Resident's property remains in or about a Unit after this Agreement has expired without renewal or has been terminated, the Resident will be charged for the removal of any property and daily storage fees. If Resident's property is not reclaimed and storage fees paid within seventy-two (72) hours after the expiration or any termination of this Agreement, such property will be treated as abandoned property, and the University may donate or otherwise

dispose of such property without liability.

- a. At the conclusion or termination of this Agreement, Resident must check-out of On Campus Housing by scheduling a check-out appointment with a Housing and Residence Life staff member where the appropriate inventory form(s) is completed and keys are returned. Resident's account may be assessed an improper check-out charge of \$150.00 and/or a lock change if check-out process is not followed and/or keys are not returned on time; in addition to applicable cleaning and damage charges.

**10. Termination of Agreement by University or Owner:**

- a. In addition to any other rights and remedies available under this Agreement or otherwise at law, University or the Owner reserve the right to terminate this Agreement upon the occurrence of any of the following circumstances:
  - i. Resident fails to pay any payments when due in accordance with Section 2 hereof; or
  - ii. Resident breaches, violates, or otherwise is in default of any of the terms and conditions of this Agreement, including without limitation failure to comply with the rules and regulations set forth in this Agreement, the Student Code of Conduct, University policies, Housing and Residence Life Standards and Procedures, or is "under-enrolled"; or
  - iii. Resident is subject to sanctions or interim sanctions imposed on the Resident for violations or suspected violations of the Student Code of Conduct which restrict the Resident's ability to live in the Unit or University housing; or
  - iv. Resident misrepresents, or University becomes aware Resident has misrepresented, any information on the Application, this Agreement or other Boise State documents; or
  - v. Resident commits a crime or material violation of any applicable local ordinance, federal or state law or regulation; or
  - vi. After 10th day of classes, Resident fails to physically move in to assigned Unit, and has not officially cancelled their housing application or made alternate arrangements approved in writing by Housing and Residence Life; or
  - vii. University becomes aware that Resident has abandoned or ceases to physically be present and reside in such a Unit for a period of more than thirty (30) days; or
  - viii. Resident's conduct and/or criminal record indicates an actual or perceived threat or danger to the University community, including but not limited to a student or University employee; or
  - ix. Resident fails to respect the rights of fellow residents by creating an atmosphere that is not conducive to the successful pursuit of an academic degree, or engages in disruptive or excessively noisy behavior that intimidates or harasses other people or interferes with the quiet enjoyment of University Residents in a Residence Hall.
- b. The University or Owner may terminate this Agreement for any of the above reasons by giving Resident seventy-two (72) hours' prior written notice of termination. The notice shall state the reason for termination and the termination date. Resident shall be required to surrender the Unit and all University-owned property or Owner-owned property to the University or Owner no later than the termination date 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. After the termination date, the University or Owner shall be entitled, without further notice, to enter the Unit and to repossess the same, and to remove Resident and Resident's property without any liability for trespass or otherwise. If Resident fails to vacate the Unit, the University or Owner may pursue any available remedy, including pursuing an action for unlawful detainer or other similar suit. The University or Owner may reassign the Unit or any part thereof on such terms and conditions as the University or Owner may determine.
- c. Notwithstanding the provisions in this Section or any other provisions of the Agreement, the University specifically reserves the right to immediately remove any individual from On-Campus Housing if the University, in its sole discretion, determines that the individual presents an immediate danger to their self, others or to property. Additionally, the University reserves the right to re-assign any Resident to alternate On-Campus Housing if the University determines re-assignment necessary or prudent. The University may relocate any Resident without cause or prior notice for health or safety reasons, or to protect University property, restore operations, or to meet the needs of the University community or any of its individual members.
- d. No termination of this Agreement in accordance with the provisions of this section shall relieve the Resident of Resident's obligations and liability under this Agreement and such liabilities and obligations shall survive any termination of this Agreement.
- e. Resident's account at the University will be charged for all costs, charges and fees incurred by Resident or by University or Owner on behalf of, or because of, Resident through the effective date of termination for any termination in accordance with this Section. In addition, Resident's account will be charged a contract cancellation fee of the greater of Five Hundred Dollars (\$500) or ½ (one-half) of the balance owed under this for the remainder of the License Term (the "**Contract Cancellation Fee**") and University will retain the \$100 Down Payment.

**11. Resident Request for Cancellation:**

- a. Cancellation for Qualifying Event:
  - i. Resident may request to terminate the Agreement ("**Release Request**") by delivery of written notice

to Housing and Residence Life describing the Qualifying Event (described below) and specifying the desired effective date of termination, which termination dates must be no sooner than fourteen (14) days after Housing and Residence Life’s receipt of the Release Request. For purposes of this Agreement, the following circumstances are each deemed a “**Qualifying Event**”:

1. Resident is unable to continue to reside in On-Campus Housing because of an issue with Resident’s health or the health of an immediate family member of Resident precluding continued residence in On-Campus Housing. Resident’s notice must be accompanied by documentation from a licensed health care provider treating Resident stating that Resident’s withdrawal from the University is required for Resident’s health.
  2. Resident is drafted or commissioned by the U.S. Armed Forces for active duty; provided, Resident provides documentation to the University that Resident (1) is a member of the U.S. Armed Forces or reserves on active duty or a member of the National Guard called to active duty; and (2) has received orders for permanent change-of-station, or to deploy with a military unit placed on active military duty.
  3. Resident enrolls and participates in an approved University study abroad program or an international student is required to return to student’s home country prior to expiration of the License Term. Resident’s notice must be accompanied by documentation from University Registrar, Assistant Provost, or the appropriate Dean.
  4. A Resident graduating in December or May can terminate the Agreement effective on the date of graduation or commencement.
  5. Other unanticipated circumstances precluding continued residence in an On-Campus Unit, such as severe financial hardship, death of a family member, or similar event, provided, however, that University reserves the right to review such request and accept or reject such circumstances as meeting the criteria for a “Qualifying Event.” A description of such circumstances must be provided with Resident’s Release Request and Resident must cooperate with any requests by the Release Request Committee for documentation regarding such circumstances.
- ii. If University accepts Resident’s Release Request, Resident will be released from the Agreement without penalty. Housing and Residence Life will credit Resident’s account with an amount equal to the prorated amount of pre-paid and unearned room charge for Resident’s Unit. Within thirty (30) days after receipt and acceptance of Resident’s Release Request, Housing and Residence Life will advise Resident in writing of any and all charges and fees known as of that date that will be offset against any prepayment on Resident’s account. If the University rejects Resident’s Release Request, Resident may elect to remain in the Unit through the License Term or may cancel this Agreement and vacate the Unit, as provided in Section 11(b), and Resident shall be obligated to pay applicable Cancellation Fee.
- b. Cancellation without a Qualifying Event:
- i. Cancellation Prior to Move-In Day. To officially cancel Resident’s Application prior to Move-in Day, Resident must request to cancel their Room Reservation in writing by logging into MyHousing and completing a “Cancellation Form.” See “Cancellation Fees” schedule below for applicable charges for cancellation.
    1. Requests in writing to cancel an application within twenty-four (24) hours of its submission will be approved without penalty. Any application cancellation requests received after twenty-four (24) hours are subject to the Cancellation Fees below.
    2. A student who receives an assignment after July 15<sup>th</sup> and request in writing to cancel an application within twenty-four (24) hours of receiving an assignment will be allowed to cancel the application and will not be subject to a buy-out fee. Any other cancellation requests received after twenty-four (24) hours are subject to the Contract Cancellation Fees below.
  - ii. Cancellation Subsequent to Move-In Day. Resident must submit a request to terminate the Agreement (“**Release Request**”) in writing to Housing and Residence Life specifying the desired effective date of termination, which termination dates must be no sooner than fourteen (14) days after Housing and Residence Life’s receipt of the Release Request. In the event Resident vacates a Unit or otherwise repudiates or terminates the Agreement without providing a Release Request, Resident will be deemed to have cancelled the Agreement without a Qualifying Event and will be assessed Cancellation Fees. Cancellation Fees will be assessed as provided in the chart below. If cancellation occurs on June 15 or thereafter, University will also retain the Down Payment.

<u><b>Date of Cancellation, Termination, or Abandonment of Unit</b></u>	<u>Cancellation Fee</u>
On or Before July 15	None
July 16-Move-in Day	\$500
After Move-in Day – May 5	Not enrolled at Boise State: \$500
	Enrolled in 1+ credits at Boise State: \$500 or ½ of the rate for the remainder of the License Term, whichever is greater.

12. **Notices:** Resident agrees that while Resident is enrolled at the University, both University and Owner will communicate with Resident through Resident's official University email account for all aspects of this Agreement, including but not limited to Housing and Meal Plan charges, notices of other charges, refunds, and housing information notices, or termination of this Agreement. Resident agrees to check Resident's University email account on a regular basis. Resident's failure to check Resident's official University email account does not relieve Resident from any obligations under this Agreement. Any notice required or permitted to be given under the Agreement to Resident after Resident ceases to be enrolled at the University must be in writing and may be served by depositing the same with the United States Postal Service, addressed to Resident at the Unit and to the last known address on file with the University, postage-prepaid and in registered or certified form; by hand delivery by to the Unit and to the last known address on file with the University; or by deposit with Federal Express or other reputable courier for overnight delivery. Notice given as required herein will be effective on the date actually received at the address to which such notice was sent, or if delivery is refused or not accepted, such notice shall be effective on the date of such refusal or failure to accept delivery. For purposes of notice to University at any time before, during or after Resident's enrollment at the University, Resident must email written notice to [housing@boisestate.edu](mailto:housing@boisestate.edu) and/or mail served by depositing the same with the United States Postal Service, addressed to University's Housing and Residence Life, postage-prepaid and in registered or certified form, with return receipt requested; by hand delivery by reputable courier; or by deposit with Federal Express or other reputable courier for overnight delivery addressed to University at the following address:  
Boise State University Housing and Residence Life 1910 University Drive  
Boise, ID 83725-1355
13. **Limitations on Services:** Interruptions to the services provided by the University or Owner pursuant to this Agreement may occur by an act of nature, limited or restricted control or availability of resources as determined by the University or Owner, maintenance activities or other condition reasonably beyond administrative control. Standards and levels of services are determined by the University or Owner. Temporary failure to provide services (including, but not limited to, electricity, hot or cold water, heat and/or air conditioning, cable TV, internet/WiFi) shall not be a reason for reduction, abatement, or withholding of any portion of housing and/or meal plan fees or other payments legally due. No adjustment to the housing or meal plan fees or other compensation may be claimed by Resident for inconvenience or discomfort from the making of repairs, improvements to facilities, or temporary service outages.
14. **Severability/Non-Waiver/Remedies Cumulative/Miscellaneous:** 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 or Owner to exercise any right or remedy shall not be deemed to be a waiver by the University or Owner of any such rights or remedies. No terms or conditions of this Agreement required to be performed by Resident and no breach thereof shall be waived, altered or modified except by the express agreement of the University or Owner. The receipt of payments by the University or Owner 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 or Owner under the terms of this Agreement are cumulative and are not exclusive of any other rights or remedies available at law or in equity. University/Owner makes no representations or agreements, oral or otherwise, outside the terms of this Agreement, and this Agreement constitutes the full, complete, and entire Agreement between the parties hereto and supersedes all prior understandings, agreements, or arrangements between the parties with respect to the subject matter hereof. No terms, provisions, covenants or conditions of this Agreement may be altered, amended, modified except in a written amendment referencing this Agreement and executed by Resident and University/Owner, as applicable. This Agreement shall be governed by the laws of the State of Idaho, without regard to its conflict of laws principles. Any action arising from or relating to this Agreement shall be brought in state courts located in Ada County, Idaho, and each party hereby irrevocably consents to the jurisdiction of such courts. Resident waives objection to venue in such court. This Agreement maybe signed, including electronically signed, in any number of counterparts, each shall together constitute one and the same instrument.
15. **Indemnification:** To the fullest extent permitted by law, and as consideration for the terms and conditions of this Agreement, Resident agrees to release, indemnify, protect, defend with counsel mutually agreed upon by University and Resident or Owner and Resident, and hold harmless Boise State University, the State of Idaho and the State Board of Education and/or any of their respective component institutions, directors, board members, regents, trustees, officers, administrators, agents, employees, residents, successors and assigns, and/or Greystar and Education Realty Trust, Inc. and/or any of their respective component institutions, directors, officers, affiliated companies employees, successors and assigns ("**Indemnitees**") from any claims, damages, losses, liabilities, liens, costs and/or expenses, controversies, causes of action, lawsuits, proceedings, injuries, judgments and expenses (including mediation, settlement, attorney fees, and other costs or expenses) (each, a "**Claim**") if the Claim is caused in whole or in part by any of the following: (a) an act or omission by Resident or any person or entity for whose acts Resident may be liable (each, an "**Indemnifying Party**"); or (b) the refusal or failure to comply with any obligation in the Agreement by an Indemnifying Party; or (c) violation of applicable law(s) by an Indemnifying Party.
- a. Notwithstanding the foregoing provisions of Section 15, Resident shall not be obligated to indemnify Indemnitees from or against any Claim to the extent it results from legal fault of one or more Indemnitees. In the event University and Resident and/or an Indemnitee are found jointly liable by a court of competent jurisdiction, liability for the Claim will be apportioned comparatively in accordance with the laws of the State of Idaho, without waiving any governmental immunity available to University under Idaho law and

without waiving any defenses of the parties under Idaho law.

### **Notice of Non-Discrimination**

It is the policy of Boise State University to comply with all federal, state and local authorities requiring nondiscrimination, including but not limited to Titles VI and VII of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990 (ADA), the Age Discrimination Act of 1975, and Executive Orders 12898 (Environmental Justice), 13166 (Limited English Proficiency) and 13672 (sexual orientation and gender identity). Boise State is an equal opportunity employer.

The University does not exclude from participation in, deny the benefits of, or subject any individual to discrimination on the basis of race, ethnicity, color, religion, age, national origin, physical or mental disability, veteran status, genetic information, sex, sexual orientation, gender, gender identity, gender expression, pregnancy, or any other status protected under applicable federal, state or local law. For Boise State's non-discrimination policies and grievance procedures, please see Boise State Policies 1060, 1065, and 1070 at [policy.boisestate.edu](http://policy.boisestate.edu).

For more information or if you believe you have been subject to discrimination, please contact:

The Executive Director of Institutional Compliance and Ethics  
Office of Institutional Compliance and Ethics  
1987 Cesar Chavez Lane – Riverfront Hall Room 306  
1910 University Drive  
Boise, Idaho 83725  
[\(208\) 426-1258](tel:(208)426-1258)  
[reportdiscrimination@boisestate.edu](mailto:reportdiscrimination@boisestate.edu)

You may also file a complaint with:

U.S. Department of Education Office of Civil Rights (OCR) 810 3rd Avenue #750  
Seattle, WA 98104  
[\(206\) 607-1600](tel:(206)607-1600)  
[OCR.Seattle@ed.gov](mailto:OCR.Seattle@ed.gov)

*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.*

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