On-Campus Housing and Dining (Residence Halls) Agreement

Academic Year 2026-2027

This On-Campus Housing (Residence Halls) 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. Residents must turn eighteen (18) prior to the end of the 2026-2027 Academic Year to qualify to reside in on-campus housing. 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 applying to live 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, but are not limited to, Chaffee, Driscoll, Keiser, Morrison, and Taylor residence halls; Towers hall; The Osprey, Syringa 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.

This Agreement is in effect from the date the University receives your signed Agreement and non-refundable processing fee (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. If multiple move-in days are designated by the University, the first such date the Resident is permitted to move-in and occupy the Unit shall be deemed the "Move-in Day" for purposes of this Agreement.

The University shall assign each Resident's housing, in its discretion, based on numerous factors, including but not limited to randomized lottery process, 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 $100 (the "**Processing Fee**"). 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, and Processing Fee, the University will process the Application.

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 (https://www.boisestate.edu/deanofstudents/); and all University Health Guidance and Health and Safety Guidelines (defined herein), 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, the Health and Safety Guidelines, 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) 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) 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, randomized lottery process, 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) Resident 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 or temporarily relocate Resident to another Unit or alternative housing provided by University and/or adjust the occupancy to maximize space utilization or comply with public health and safety guidelines. 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 10th 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, except that Residents released from their housing contract prior to or during Winter Break will receive appropriate charges for occupancy and extended stay fees for any days occupied through Winter Break. Meal services may be limited or unavailable during 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) Residents not approved for release from their housing license and enrolled in the spring semester are eligible to remain in On-Campus Housing throughout the University's Winter Break (the dates for which vary by year and are available at www.boisestate.edu/registrar/boise-state-academic-calendars) at no additional cost. Residents not enrolled in the spring semester and residents approved for release from their housing agreement before or during Winter break are required to vacate their housing assignment the later of 24 hours from written university approval for release from the housing agreement, 24 hours from their

last final exam, or on the Saturday of the week final exams are administered. Extended stay charges and occupancy charges will be applied for residents who fail to vacate by the applicable deadline.

(j) 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.

(k) 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.

(l) 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.

(m) 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 6 for summer semester, July 5 for fall semester, December 4 for spring semester. Students may opt into a payment plan to have their semester housing charges divided into installments (first payment is due at the same time as tuition and fees). To learn more about the payment plan and its deadlines and/or to opt in visit the Student Financial Services website at https://www.boisestate.edu/sfs/.

(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. 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) In the event Resident's occupancy is for any reason less than 30 days, Resident shall be assessed, and shall pay, any applicable state and local hotel and lodging tax.

(g) Resident acknowledges and agrees that failure to make payments as required by the Agreement can result in lock change and restriction of access to the unit, placing negative service indicator on Resident's account, and/or termination of Resident's On-Campus Housing 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.

(h) 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, in accordance with Section 12 of this Agreement titled "Notices"), within thirty (30) calendar days of the charge being assessed.

3. Dining Plan Information:

(a) Resident will be automatically enrolled onto a Trailblazer Meal Plan prior to Move-In Day. If Resident is a first year student, or is living in designated first-year accommodations, Resident is REQUIRED to purchase one of three available first year dining plans. If Resident is not a first year student, nor living in designated first year accommodation, Resident may select from available meal plans, or opt-out of any meal plan. Opt-out or selection of a meal plan other than a Trailblazer Meal Plan MUST be completed no later than the Add Drop Date or the 10th day of classes.

(b) Meal Plans are active for one full semester, typically, from the first official day of move in to the last day of the semester for fall and, from the day preceding the first day of classes to the last day of the semester for spring. All weekly meal plans will automatically renew for the spring semester. If Resident is classified as sophomore or higher, Resident's election to opt out during the fall semester will be automatically applied to their account for the spring semester.

(c) It is Resident's responsibility to change their meal plan or opt out using the appropriate forms at the links below.

(d) Accommodation requests must follow the process outlined in the link below. Most allergies & restrictions can be accommodated by Boise State Dining. Accommodation does not necessitate full access to all options; only appropriate dining needs (19 meal periods per week) will be provided. No prorating of fees will be made for reduced options due to allergies & restrictions.

(e) Resident's failure to use all or any part of a purchased meal plan does not entitle Resident to a refund or prorating of a charge.

(f) All Dining Plans are subject to Boise State Dining Plan Terms and Conditions. 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, via the dining website or e-mail. Termination or cancellation of this License Agreement does not terminate Resident's Dining Plan or entitle Resident to a refund of Resident's Dining Plan; meal plan terminations must be submitted through the links below.

Full information regarding Dining Plans and on-campus dining options may be found at: https://www.boisestate.edu/diningservices/

Full information regarding Dining Plan Terms and Conditions may be found at https://www.boisestate.edu/diningservices/about-dining-plans/terms-and-conditions/

Full information on menus and dietary accommodations: https://dineoncampus.com/BoiseState

Resident has reviewed the foregoing dining information and dining options and acknowledges Resident's dietary requirements will be met. **[_____]**

4. Rules and Regulations; Health and Safety Guidelines:

(a) 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.

(b) Resident is prohibited from creating a health or safety hazard within On-Campus Housing. Resident is required to remain informed about all current guidance as it is updated and to follow any other guidance provided by the University relating to the 2019 Novel Coronavirus, contagious viruses or similar public health crises ("Illness") while on campus and while off- campus ("University Health Guidance"). Residents are required to comply with health and safety laws, orders, ordinances, regulations, this Agreement, the Standards and Procedures, the Code of Conduct, University Health Guidance and all other CDC, campus, local, state and federal guidelines as it relates to public health crises, including COVID-19 or other Illness (collectively herein the "Health and Safety Guidelines"). Adherence to the Health and Safety Guidelines applies to all residents and visitors and extends to all aspects of residential life, including bedrooms, bathrooms, community kitchens, lounges, computer rooms, courtyards and other common spaces.

(c) Resident acknowledges, agrees and consents to testing or screening for Illness as may be required by the Health and Safety Guidelines and further agrees to provide results to University or public health authorities if requested. Further, Resident agrees to self-report to University if showing symptoms of Illness or receiving a diagnosis of Illness or any known exposure to a person diagnosed with Illness or displaying symptoms of Illness in order to keep other students, residents, faculty, and staff safe. Finally, Resident shall cooperate fully with any contact tracing or other similar efforts that may be required by the circumstances. Resident further agrees that if Resident or a roommate/suitemate/apartment-mate or other individual Resident has come into contact with, is diagnosed with or displays symptoms associated with Illness, Resident will follow guidance provided by the University and/or health officials, which will likely include quarantining or isolating in place or reassignment to a housing unit designated and appropriate for quarantine or isolation. Removal from On-Campus Housing to isolate or quarantine does not constitute a termination of a Resident's License Agreement. However, failure to isolate or quarantine or otherwise follow University's health guidance may constitute a violation of the License Agreement and may subject a Resident to emergency removal from their assigned Unit and/or to termination of their License Agreement in accordance with Section 10(a)(x).

5. Personal Property and Fixtures and Appliances:

(a) 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 not, and will not authorize another to, remove or install appliances. 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.

(b) 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 required 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, cleanup 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; Cleaning: Each unit in On-Campus Housing is connected for utility service. Utility services and laundry machines are provided by and managed by University or Owner. 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.

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 for investigatory searches, when the University or Owner, if applicable, has reasonable cause to believe that there exists a violation of HRL policies or a threat to the health, safety, or property of Resident, the University community, or University or Owner. In addition, Resident authorizes University and Owner, if applicable, to enter the Unit to conduct an inspection, 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:

(a) 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.

(b) 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; or

(x) University or Owner determines, in its sole discretion, that Resident is creating a health or safety hazard or otherwise failing to comply with any Health and Safety Guidelines.

(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 reassign or temporarily 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 in accordance with the schedule of cancellation fees provided in Section 11(b) (the "**Cancellation Fee**").

11. Resident Request for Cancellation:

(a) Cancellation for Qualifying Event:

(i) Resident may request to terminate the Agreement upon the occurrence of specified Qualifying Events by completing the Release Request form provided by HRL, which must describe the Qualifying Event, enclose appropriate documentation (described below) and specify the desired effective date of termination ("**Release Request**"). For purposes of this Agreement, the following circumstances are each deemed a "**Qualifying Event**":

1. Resident is drafted or commissioned by the U.S. Armed Forces for active duty; provided, Resident provides documentation to 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.

2. Resident enrolls and participates in an approved University study abroad program, an internship that prohibits continued residence in On-Campus Housing, 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, the appropriate Dean,

or Director of Career Services. For internships or study abroad, notice must be provided prior to commencement of the Academic Term during which the student participates in an internship or study abroad program.

3. A Resident graduating in December or May can terminate the Agreement effective on the last day of the month of such graduation or commencement.

(ii) If University approves Resident's Release Request, Resident will be released from the Agreement without penalty, and shall vacate Resident's Unit on or before the effective date of termination, or within 24 hours of approval, whichever is later. 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, directly to their Boise State email address, 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 by providing notice to the University of Resident's election to cancel the Agreement without a Qualifying Event, as provided in Section 11(b), and Resident shall be obligated to pay the applicable Cancellation Fee.

(b) Cancellation without a Qualifying Event:

(i) Cancellation Prior to Move-In Day. To cancel Resident's Application prior to Move- in Day without a cancellation fee, Resident shall request cancellation (1) within seventy-two (72) hours after receipt of a housing assignment, or (2) on or before July 15 (for incoming fall Resident); or (3) on or before December 15 (for incoming spring Resident). Applicant Resident shall otherwise be charged a cancellation fee of $300. To officially cancel Resident's Application prior to Move-in Day, Resident shall request cancellation by logging into the online student housing portal and completing a Cancellation Form.

(ii) Cancellation on or After Move-In Day (without a Qualifying Event) – Enrolled Students. In order to cancel the Agreement without a Qualifying Event, Resident must complete the Release Request form provided by Housing and Residence Life ("**Release Request**") specifying the desired effective date of termination, which termination date must be no sooner than thirty (30) days after Housing and Residence Life's receipt of the Release Request (the "Termination Date"). Upon cancellation, Resident will be charged through the Termination Date and will be assessed a cancellation fee in accordance with the schedule of fees below. Resident may appeal cancellation charges within 60 days of receiving the written denial. Appeals received after 60 days will be denied. Appeals should include new or updated information.

Date of Cancellation without a Qualifying Event On or After Move-In Day	Cancellation Fee
Move-in Day through January 31	50% of housing rate for the remainder of the License Term
February 1 or after	100% of housing rate for the remainder of the License Term

(iii) Cancellation on or After Move-In Day (without a Qualifying Event) – Non-enrolled. In the event Resident fails to enroll, withdraws from the University, or is subject to academic dismissal by University in accordance with University Policy 3000, Resident's License Agreement will be terminated, effective the date of such withdrawal, dismissal, or as of Move-In Day in the event of a failure to enroll, and Resident will be charged a Cancellation Fee of $500.00. Resident may appeal cancellation charges within 60 days of receiving the written denial. Appeals received after 60 days will be denied. Appeals should include new or updated information.

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 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, epidemic/pandemic, limited or restricted control or availability of resources as determined by the University or Owner, maintenance activities or other condition reasonably beyond University's or Owner's 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, 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, or restrictions on travel, guests, or modification of University's service delivery.

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 may be signed, including electronically signed, in any number of counterparts, each shall together constitute one and the same instrument.

15. Assumption of Risk, Release and Indemnity:

(a) Assumption of Risk. While the University and Owner each remain committed to the public health and safety of its students, residents, and visitors, the University and Owner cannot guarantee your health and safety. It is incumbent upon each Resident, after evaluating available information as well as Resident's own personal health and safety considerations, to make Resident's own decision whether to reside in On-Campus Housing or to make use of associated facilities, including without limitation laundries, gyms or wellness facilities. Resident acknowledges that, by residing in On-Campus Housing, Resident may be exposed to risks that could result in illness, contagious virus, personal injury, or death. Resident acknowledges and understands, that by residing in On-Campus Housing, Resident accepts and assumes all risks associated with communal living and in any shared living environment, those risks include

exposure to contagious virus, including Illness. Resident acknowledges, understands, and accepts that University and Owner cannot control these risks.

Renter's Insurance Required. Resident agrees to maintain, at Resident's own expense, during the term of the Lease and any subsequent renewal periods, a renter's insurance policy. Any such renter's insurance policy shall: a) have a minimum limit of $100,000 covering property damage and liability; obligated the insurance company to notify Landlord within 30 days of cancellation.

Resident may purchase renter's insurance meeting the Minimum Required Insurance coverage amounts from an insurance company of Resident's choice. Resident is required to furnish written evidence that the insurance policy meets the Minimum Requirements by providing proof insurance prior to occupancy of the Premises.

(b) Release. IN CONSIDERATION OF UNIVERSITY OR OWNER GRANTING MY REQUEST TO PERMIT ME TO RESIDE IN ON-CAMPUS HOUSING AND MAKE USE OF ASSOCIATED FACILITIES, RESIDENT HEREBY RELEASES BOISE STATE UNIVERSITY, THE IDAHO STATE BOARD OF EDUCATION, THE STATE OF IDAHO, OWNER, AND EACH OF THEIR OFFICERS, EMPLOYEES, AND REPRESENTATIVES FROM ANY AND ALL DAMAGES, LIABILITY, CLAIMS, DEMANDS, CAUSES OF ACTION, EXPENSES, OR LOSSES ("CLAIMS") TO RESIDENT, AND TO RESIDENT'S PERSONAL REPRESENTATIVES, HEIRS AND ASSIGNS, RESULTING FROM, RELATING TO, OR ARISING OUT OF POTENTIAL EXPOSURE TO CONTAGIOUS VIRUSES, ILLNESS, OR PHYSICAL INJURY, UP TO AND INCLUDING SERIOUS INJURY OR DEATH, IN ANY WAY CONNECTED WITH OR CAUSED BY OR SUSTAINED BY RESIDENT WHILE CONTINUING TO RESIDE IN ON-CAMPUS HOUSING.

(c) Indemnity, Hold Harmless, and Waiver. To the fullest extent permitted by law, Resident agrees to release, indemnify and hold harmless, waive, and covenant not to sue Boise State University, the Idaho State Board of Education, the State of Idaho, Owner, or any of each of their officers, employees, and representatives from liability for the illness, injury or death of any person(s), or damage to property, or 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") that may result from Resident's breach of this Addendum or the License Agreement, or other negligent, grossly negligent, reckless or intentional act or omission while residing in On-Campus Housing. It is Resident's express intent that this shall bind the members of Resident's family and spouse, heirs, assigns, and personal representatives, and shall be governed by the laws of the state of Idaho.

(d) 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 https://www.boisestate.edu/policy/academic-affairs-student/academic-probation-and-dismissal/, 1065, and 1070 at https://www.boisestate.edu/policy/.

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
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
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