



Residential Life, Housing
and Food Service
University of Nevada, Reno

**STUDENT HOUSING AND MEAL PLAN
LICENSE AGREEMENT
ACADEMIC YEAR 2021-2022**

This Student Housing and Meal Plan Agreement (this “**Agreement**”) is a legally binding agreement entered into among and between the individual signing this Agreement to reside in student housing (hereinafter referred to as “**Resident**”), and the Board of Regents of the Nevada System of Higher Education on behalf of the University of Nevada, Reno (hereinafter referred to as “**University**”) for the agreed-upon License Term (defined below).

Please read all sections of this Agreement carefully prior to signing and submitting this Agreement, including the attached Assumption of Risk and Waiver of Liability (the “**Assumption of Risk**”) and Terms and Conditions (the “**Terms and Conditions**”), both of which are part of this Agreement for all purposes, incorporated as if fully set forth herein. 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. Resident acknowledges and agrees that given the purposes of the University as set forth by law, Resident’s occupancy of any Unit must be consistent with the purposes of the University, and any interpretation of this Agreement must account for the educational mission and purposes of the University.

Once space is available, Resident will be assigned to student housing at the designated rate for the applicable Unit. 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 student housing options (“**Housing**”): Canada, Canyon Flats, Great Basin, Juniper, Manzanita, Nevada Living Learning Community, Nye, Peavine, Sierra, Uncommon, or another subsequently identified housing option. Unless sooner terminated in accordance herewith the term of this Agreement (the “**License Term**”) shall commence on the date the University receives Resident’s signed Agreement, Down Payment (the “**Effective Date**”) and continue until the Move-out Date designated by the University (“**Move-out Date**”). Notwithstanding the same, Resident may not commence occupancy of the Housing until the Move-in Date designated by the University for the applicable Academic Year, Spring Semester, or Summer Semester (the “**Move-in Date**”).

The University shall assign each Resident’s housing, in its discretion, based on numerous factors, including but not limited to availability, 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 housing or constitute an agreement by the University to provide a student housing.**

Prior to executing this Agreement, Resident must have completed the application for housing (the “**Application**”) available through the Department of Residential Life, Housing, and Food Services (“**Residential Life**”) website and pay the \$300 Down Payment by June 15. 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 housing by any convicted and/or registered sexual offender. To the maximum extent permitted by law, University reserves the right, at its sole discretion, to determine if any past or present behavior, conduct, or activity of any Resident is such that the interest of University, Resident, and/or other students would best be served by denying the Application, not assigning Resident to reside in housing and/or terminating this Agreement.

If Resident’s Application and Down Payment are accepted and Resident is assigned to a Unit, the University will apply this “**Down Payment**” toward Resident’s housing charges at the start of the License Term. If the University is unable to assign Resident for any reason, including denial of Resident’s Application for lack of available space, the Down Payment will be returned after the University informs Resident the Application is denied. If Resident has not demonstrated commitment to attend the University by July 31 (including, but not limited to, paid Down Payment, registering for classes, attending or scheduling to attend orientation, submitting vaccination documentation, etc.), Residential Life may reassign Resident to a wait list. Residents reassigned to a wait list due to their failure to demonstrate commitment to attend the University forfeit any priority their Application may have otherwise been given, and are not guaranteed a housing assignment.

All traditionally aged “First-Year” Residents (as defined by University) who are under the age of 21 and have not previously lived on campus are required to purchase a residential meal plan during the entire License Term regardless of housing assignment.

This Agreement and Resident's occupancy of the Unit is governed by and subject to the Assumption of Risk; Terms & Conditions; Community Standards, Expectations, and Residential Conduct Process (as amended or modified from time to time, "**Standards and Expectations**") published by Residential Life on its website (<https://unr.edu/housing>); 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; 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 housing and signing this Agreement, manually or electronically, each **Resident** (and parent/guardian, if applicable) **acknowledges that Resident is subject to the Agreement, including the Assumption of Risk, Terms & Conditions, the Standards and Expectations, 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 them.**

Resident agrees that submission of this Agreement constitutes their electronic signature under Nevada law. Resident represents and agrees that they are the individual named and that the electronic signature constitutes Resident's signature on the document referenced herein as if actually signed in ink.

By electronically signing the Agreement, you further represent that you have read, understand and accept the terms of this Agreement, including the Assumption of Risk and the Terms and Conditions, and are knowingly and voluntarily agreeing to be legally bound thereby. **The Assumption of Risk waives important legal rights Resident might otherwise have. As a result, we urge you and your parent or legal guardian to read these documents, especially the Assumption of Risk, 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 electronically execute and be a party to this Agreement.

Assumption of Risk and Waiver of Liability

This Assumption of Risk and Waiver of Liability ("Assumption of Risk") is applicable to Resident's license to occupy a Unit, and constitutes a material inducement to University's agreement to enter into the Student Housing and Meal Plan License Agreement ("Agreement"). Terms not otherwise defined herein shall have the meaning ascribed thereto in the Agreement.

By electronically submitting the Agreement, Resident (and Resident's parent or legal guardian on behalf of themselves and the Resident if Resident is under eighteen (18) years of age) confirms that they understand and acknowledge that the decision to reside in University Housing is voluntary. They further understand and agree that residing in Housing involves certain risks which include potential exposure to communicable diseases and infections, including without limitation COVID-19. Knowing this information and the risks related to residing in Housing, in consideration of issuance of the Agreement, Resident (and Resident's parent or legal guardian, if applicable) expressly and knowingly agree as follows:

INFORMED CONSENT: The University has put in place preventative measures to reduce the spread of infectious diseases, including without limitation COVID-19; however, I understand and acknowledge that infectious diseases like COVID-19 are a public health risk, and the University cannot guarantee my safety or immunity from infection. I agree I am responsible for maintaining my personal health, and acknowledge living in close proximity within a community of learners may increase the likelihood of becoming sick. I have been informed that infectious diseases, including without limitation COVID-19, are highly contagious, can be spread from person to person by direct or indirect contact, and that residing in Housing may increase the potential for me to be exposed to or infected by such diseases, including through interaction with fellow residents, other students, faculty, staff, volunteers, guests and vendors. In addition, I understand that by exposure to or infection by an infectious disease, including without limitation COVID-19, I could sustain serious personal injuries, illness, temporary or permanent disability or death as a consequence of not only the University's actions, inactions, negligence or fault, but also the actions, inactions, negligence or fault of others or myself, and that there may be other risks not known to me or not reasonably foreseeable at this time. I further understand and agree that any injury, illness, temporary or permanent disability or death that I may sustain by any means is my responsibility except for those occurrences due to the University's gross negligence or intentional misconduct.

ASSUMPTION OF RISK: I understand that there are potential risks of being exposed to or infected by an infectious disease, including without limitation COVID-19, incidental to my residence in Housing, which may cause death, illness, temporary or permanent disability or injury and other risks that are unknown at this time. I KNOWINGLY AND VOLUNTARILY ASSUME ALL SUCH RISKS, BOTH KNOWN AND UNKNOWN, EVEN IF ARISING FROM THE ACTS OF THE UNIVERSITY, UNLESS AND ONLY TO THE EXTENT THEY ARISE FROM GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT BY THE UNIVERSITY. I ASSUME FULL RESPONSIBILITY FOR ALL RELATED CONSEQUENCES OF MY DECISION TO RESIDE IN HOUSING.

RELEASE AND WAIVER OF LIABILITY: With full awareness and appreciation of the risks involved, and to the maximum extent permitted by law, I, individually, and on behalf of my heirs, executors, administrators, personal representatives, successors and assigns, hereby forever release, waive, discharge and agree not to sue the University and its regents, officers, employees,

agents, volunteers and representatives, from any and all liability, loss, claims, demands, causes of actions (known or unknown), suits, judgments, cost, expense or attorneys' fees, including, but not limited to, those arising from death, illness, disability or injury which, directly or indirectly, arise out of, occur during, or are in any way the result of exposure to or infection by an infectious disease (including without limitation COVID-19) in connection with residing in Housing, REGARDLESS OF WHETHER THE DEATH, ILLNESS, DISABILITY OR INJURY IS CAUSED BY NEGLIGENCE OF THE UNIVERSITY, UNLESS CAUSED BY THE GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT OF THE UNIVERSITY, AND REGARDLESS OF WHETHER THE DEATH, ILLNESS, DISABILITY OR INJURY, OCCURS BEFORE, DURING OR AFTER MY RESIDENCE IN HOUSING. I further agree that the University is not in any way responsible for any death, illness, disability or injury or damage that I sustain as a result of my own acts.

RULES AND CONSENT TO TESTING:

- I agree to conduct myself in accordance with University policies and procedures related to infectious disease, including without limitation those related to COVID-19. Such policies and procedures may include existing or later created policies restricting visitors, guests, events, and social activities, and policies restricting resident occupancy in common areas.
- With respect to COVID-19 specifically, I acknowledge and understand that the circumstances are changing from day to day and that, accordingly, the Centers for Disease Control and Prevention ("CDC") guidelines and related University policies are regularly modified and updated. I accept full responsibility for being familiar with the most recent updates (including those relating to self-monitoring, social distancing, use of face coverings, and hygiene).
- I hereby expressly consent to testing in the event I show symptoms of COVID-19. According to the CDC, symptoms of COVID-19 may include, but are not limited to, fever, cough, loss of smell, or shortness of breath.
- I will inform Residential Life if I have experienced COVID-19 symptoms in the fourteen (14) days prior to commencing occupancy of the Unit, or at any time during the License Term. In such circumstances, if the University, in its sole discretion, determines it necessary or advisable, I agree that the University may delay my ability to move into Housing and/or reassign me to alternative Housing where I can be intentionally self-isolated from others (assistance with food delivery will be coordinated by University).
- If diagnosed by a licensed medical professional with a communicable condition, including without limitation COVID-19, I agree not to check in, or if applicable, to remove myself from Housing at my own expense and self-quarantine for at least fourteen (14) days, or longer if applicable, until a licensed medical professional provides documentation that I am safe to return to Housing.
 - If I have extenuating circumstances preventing me from relocating off-campus, I will notify Residential Life and consent to be relocated to alternative Housing where I can be intentionally self-isolated from others (assistance with food delivery will be coordinated by University).
- I acknowledge that the University has the right to terminate my License if it is determined that my conduct is detrimental to the best interests of the University or the health and safety of other residents, or if my conduct violates any policies or procedures instituted by the University to reduce the spread of infectious diseases. I further acknowledge my account will be charged a contract cancellation fee in accordance with the License Agreement Cancellation Fee chart in Section IX(c) of the Terms and Conditions.

Terms and Conditions

These Terms and Conditions are applicable to Resident's license to occupy a Unit, possess a meal plan (if applicable), and constitute material terms of the Student Housing and Meal Plan License Agreement ("Agreement"). Terms not otherwise defined herein shall have the meaning ascribed thereto in the Agreement. Resident and University agree to adhere to the terms and conditions set forth herein.

I. Fees and Payment:

- a. In consideration for the right to occupy the Unit, Resident hereby agrees to make payments to the University in accordance with the Fee Schedule which is located on the Residential Life website (<https://unr.edu/housing>). Signing this Agreement does not guarantee a bed space.
- b. Rates are set annually and published on the Residential Life website. University reserves the right to change rates following not less than sixty (60) days' prior written notice to Resident.
- c. Housing and Meal Plan (if applicable) charges are applied to Resident's student account on or around mid-July and early December for the next semester. A payment plan is available with an additional service fee – please contact Residential Life at housing@unr.edu for more information.
- d. Students can view their charges by logging on to their MyNevada portal through the University website (<https://unr.edu/>). Payments can be made on line via Resident's MyNevada page, or by check or money order payable to the "Board of Regents" and mailed or couriered to: Cashier's Office & Student Accounting, University of Nevada, Reno, Mail Stop 124, Reno, NV 89557-0225. **DO NOT SEND CASH.**
- e. A late charge of \$25.00 per day (up to \$250), will be assessed for any late payment at the beginning of the semester; and 10% of each payment plan amount for any outstanding balances on those due dates. To the maximum extent allowed by applicable law, if any payment is thirty (30) days or more past due, University will place a negative service indicator (or 'Hold') on Resident's student account (which negatively impacts Resident's

- official University records). Additionally, University reserves the right to terminate this Agreement and require that Resident vacate the Unit if any payment is thirty (30) days or more past due.
- f. Where the University has agreed in writing to extend the due date of any payment, Resident shall be required to make all such payments 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 and the University may, but shall not be required to, terminate the Agreement immediately and pursue any and all available remedies.
 - g. 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, cable access, lock change, placing negative service indicator on Resident's account, and/or termination of the Agreement and removal of Resident from 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.
 - 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 the written appeal is received by Residential Life within sixty (60) calendar days of the charge being assessed.
 - i. The required meal plan will begin on the Move-in Date and expire on the day before the end of the License Term, unless sooner terminated under the provisions of this Agreement. ***Meal service is not provided during Fall, Winter, or Spring break, or the Summer session.***
 - j. If Resident disputes a housing, meal plan, or damage charge placed on their account, they must appeal the decision in writing within thirty (30) days from the date the charge is applied on the Resident's account. Requests to appeal a charge can be directed to housing@unr.edu and there is one level of appeal. Appeal requests received after this time frame will not be considered.

II. Eligibility for Housing:

- a. Resident must be academically admitted to, and remain enrolled at, the University as a student to be eligible to living in Housing. Academic admission and enrollment, however, does not entitle a student to Housing.
- b. Resident must, at all times during the License Term, be registered for at least twelve (12) undergraduate student credit hours, or six graduate student credit hours, per semester, and must generally be attending courses when in session. If Resident fails to meet this requirement, including being placed on academic suspension or academic dismissal, they shall be deemed "under-enrolled" and may be required to vacate the Unit.
- c. 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. If Resident is dismissed by the University due to misconduct, they will not be considered in good standing with the University and may be required to vacate their Unit.
- d. Resident must meet and adhere to the University's immunization requirements. Residential Life will not issue your room assignment unless your vaccination records have been submitted and are on file with the University.
- e. Resident must not be a "registered sex offender" as defined in Title 4, Chapter 1, Section 34 of the Board of Regents Handbook.
- f. Failure to meet and maintain the above eligibility criteria shall be grounds for the University to terminate the Agreement. If the Agreement is terminated based upon Resident's failure to meet and maintain such eligibility criteria, the Resident will be charged the applicable cancellation fees specified in Section IX hereof.

III. Assignment of Unit and Occupancy:

- a. The Agreement does not cover a specific room, unit, or building. The University shall assign Resident housing, at its discretion and based on its "Availability Philosophy" found at <https://unr.edu/housing>. Numerous factors are taken into account when assigning Resident, including but not limited to, Resident's Application, stated preferences, space availability, the date application and fees are received, and Resident's interest in specific residential programs.
- b. University hereby grants to Resident permission to occupy a bed space within the housing facility(ies) designated by University, as a licensee for the License Term, unless sooner terminated hereunder. Specific assignment of a space shall be made by the University, and may be changed from time to time. The University reserves the right to change room/building assignments, assign a new Resident as a roommate, or reassign a Resident to another unoccupied bed space at any time, reassign Resident to emergency housing with no financial penalty, and/or consolidate vacancies in the interest of health, discipline, occupancy, or for general welfare of the Resident.
- c. University agrees 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), and the Age Discrimination Act of 1975. University 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, color, national origin, sex, sexual orientation, gender identity, disability,

- income, protected veteran status, limited English proficiency, or any other status protected under applicable federal, state or local law. For University's non-discrimination policies and grievance procedures, please visit <https://unr.edu/>.
- d. If Resident needs an accommodation in order to access Housing, including any amenities, they agree to contact the Disability Resource Center (<https://www.unr.edu/drc>). Please note it may take up to sixty (60) days to approve and implement suggested accommodations.
 - e. If Resident plans on taking occupancy after the official Move-In Date, they must notify Residential 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.
 - f. Resident's student ID card (the "ID Card") is programmed to access the residential complex where their Unit is located prior to or at check-in. Access ends upon conclusion of the License Term. If an ID Card is lost, damaged, or stolen, Resident is responsible for reporting this occurrence immediately and will be assessed charges for any and all lock changes, if applicable, and a new ID Card.
 - g. Occupancy of the Unit during the dates designated by the University as "Fall Break" and "Spring Break" is included in this Agreement at no additional cost; however, if Resident seeks to occupy the Unit during these break times, they must complete the applicable form available from Residential Life. Meal services may be limited or unavailable during these break times.
 - h. Occupancy of the Unit during the dates designated by the University as "Winter Break" is not included in this Agreement. Resident must seek alternative housing during this timeframe. If Resident needs an exception to this policy, they must contact Residential Life prior to November 1 who will review their extenuating circumstances and provide a decision by November 15.
 - i. Summer Housing is available at special rates through a separate application process. The rates for summer housing are published on the Residential Life website. This Agreement applies throughout Resident's occupancy, if any, during the applicable Summer Session where Resident resides in Housing.
 - j. Resident acknowledges and agrees that only Resident and any roommate(s) who may be assigned by the University at its discretion will be permitted to occupy the Unit –subletting or 'renting' out the space is prohibited. No other occupants shall be permitted to occupy the Unit without the prior written approval of the University. Resident is responsible at all times for the conduct of their guests and any damage to the room, suite, apartment, or building the guest(s) may cause.
 - k. If Resident has been convicted of any crime (excepting minor traffic violations or infractions); pled guilty or no contest to a crime; or is currently on probation, parole, or under a suspended sentence, then Resident must provide information and documentation to Residential Life related to the same as required in the Application. If Resident 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, then Resident must notify Residential 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 by University. Failure to promptly notify Residential Life may be grounds for denial of housing 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 may be excluded from or denied Housing. Resident shall not knowingly permit access to Housing, including the Unit, to any convicted and/or registered sexual offender.
 - l. It is understood and agreed by Resident and University that no lease or any other interest in real property is created by this Agreement.

IV. Meal Plan Information:

- a. If Resident is a traditionally aged "First Year student" (as defined by the University), under the age of 21, and has not previously lived on-campus, then Resident must obtain and pay for a Residential Meal Plan during the entire License Term regardless of housing assignment. All other Residents are encouraged to purchase a Meal Plan. If Resident has a meal plan, University will combine meal plan and housing charges, both of which are subject to the requirements of Section I above.
- b. Resident acknowledges there is limited or no food service available during breaks (Fall, Winter, Spring and Summer) and the "meal swipe" component of their meal plans are not in effect during these timeframes. Notification of food service offerings will be made prior to the break period. Information regarding meal plans and on-campus dining options may be found at: <https://dineoncampus.com/unr>.
- c. Resident acknowledges that food and beverage options on campus under their meal plan may be limited as a result of the COVID-19 or other public health crises, and that available options may consist of "grab and go" service only.
- d. Resident will contact Nevada Dining via their website if they seek an exemption to meal plan requirements (<https://dineoncampus.com/unr>).

V. Personal Property:

- a. University is 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 wherever situated, due to fire, smoke, power outage, theft, water, electric surge, or any other similar or dissimilar casualty or cause.
- b. Resident is strongly encouraged to insure Resident's personal property and to carry liability insurance. University does 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 X.

VI. Condition of Unit:

- a. Resident will not, and will not permit or authorize Resident's guests to, remove, alter or damage any furniture or other furnishings provided and located by University in Housing. Resident will be charged the full replacement cost of missing or damages furniture or other furnishings, whether the same is caused by Resident or their guests.
- b. University shall provide Resident with the furnishings noted on the online Room Condition document. Resident agrees to give reasonable care to the Unit and its furnishings and to make payment for any damage or loss promptly upon demand by University. Resident shall be responsible for notifying the University in a timely manner with any maintenance repairs to the Unit.
- c. Failure to keep Unit in good condition because of abuse, neglect to clean, or lack of reporting maintenance needs will result in Resident covering the cost to bring Unit back to good order.
- d. Resident shall vacate the Unit in good order and repair; normal and reasonable wear and tear is expected. In the event Resident fails to maintain the Unit in good order and repair, Resident shall pay University the reasonable costs incurred in returning the Unit to a condition of good order and repair.
- e. Resident shall be required to take all reasonable and pertinent steps to prevent conditions that may cause mildew buildup in the Unit and agrees to quickly report to the University any evidence of water intrusion, moisture accumulation or mildew in any location of the residence. Failure to report matter timely may result in repair costs to Resident.
- f. Resident shall make no alteration to the housing facility. Any structural addition or alteration is prohibited.
- g. Resident shall not possess in the Unit any highly flammable material, firearm, ammunition, fireworks, explosives, dangerous weapons or any other material or instrument which, in the opinion of the University authorities, poses an unreasonable risk of damage or injury.
- h. The Campus Housing Fire Safety report is posted online at <https://unr.edu/housing>.

VII. Utilities, Services, & Laundry:

- a. Each Unit in Housing is connected for utility service and to the University wireless internet (WiFi) network. University agrees to use commercially reasonable efforts to provide utility-powered services (such as, by way of example and not of limitation, ventilation, heating, water and wastewater) and WiFi in Housing.
- b. University agrees to provide trash and recycling dumpsters within reasonable distance to every Unit; to which Resident agrees to appropriately dispose of personal trash and recycling from their Unit in these designated locations.
- c. University will provide light housekeeping to building common areas; Resident is responsible for all cleaning within apartment or suite common areas (kitchen, living room, bathrooms, etc.) and individual bedroom.
- d. Laundry machines are available for use by Resident in common laundry rooms; use of machines paid by Resident by load.

VIII. Cancellation by Resident for a Qualifying Event:

- a. Upon the occurrence of a Qualifying Event (defined below), Resident may submit to Residential Life a Petition to Break the Housing and Meal Plan License Agreement, with a requested effective date of termination not sooner than thirty (30) days after Residential Life's receipt of such petition. The Petition to Break the Housing License Agreement form can be found on the Residential Life website at <https://unr.edu/housing>. For purposes of this Section VIII, the following reasons each constitute a "Qualifying Event:"
 - Resident withdraws from University for medical reasons. Resident's notice must be accompanied by documentation from a qualified physician that is certified to write prescriptions.
 - 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.
 - Resident enrolls and participates in an approved University study abroad program. Resident's notice must be accompanied by documentation from University Registrar or the appropriate Dean.
 - Resident will graduate in December. Residential Life will verify this information with the University Registrar.
- b. The University reserves the right to accept or reject Resident's request to terminate the Agreement that does not meet the criteria for a Qualifying Event.

- If accepted, Resident will be released from the Agreement without penalty. Residential 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 approval of Resident's timely petition, Residential 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 request to terminate based upon a Qualifying Event, Resident's request to terminate the Agreement shall be subject to Section IX.

IX. Cancellation by Resident without a Qualifying Event:

- Resident acknowledges to avoid fees for cancelling this Agreement, a request must be made in writing within twenty-four (24) hours of completing the application process. Except as otherwise provided in Section VIII above, requesting to cancel this Agreement beyond this timeframe is subject to applicable cancellation fees specified in this section.
- Cancellation by Resident Prior to the Move-in Date:
 - Resident may cancel their reservation and license prior to the Move-in Date by submitting a written cancellation notice to Residential Life. Cancellations received:
 1. Prior to June 15th (December 2nd for Spring Only Agreements) result in a refund of the Down Payment;
 2. Between June 16th and July 31st (between December 3rd and January 1st for Spring Only Agreements) result in a forfeit of the Down Payment; and
 3. Between August 1st (January 2nd for Spring Only Agreements) and Move-in Date result in the forfeiture of the Down Payment in addition to 25% of the room charge for the semester.
 - To officially cancel the Agreement prior to Move-in Date, Resident must request to cancel their Application in writing by emailing Residential Life at housing@unr.edu.
- Requesting to Cancel after the Move-in Date:
 - Resident must submit to Residential Life a Petition to Break the Housing License Agreement specifying the desired effective date of termination, which must not be sooner than thirty (30) days after Residential Life's receipt of such petition. The Petition to Break the Housing License Agreement form can be found on the Residential Life website at <https://unr.edu/housing>.
 1. If termination is granted for any circumstance other than a Qualifying Event, including but not limited to, vacating or abandoning the Unit, being "under-enrolled," or failing to remain in good standing (see Section I), Cancellation Fees will be assessed to Resident as provided in the chart below:

License Agreement Cancellation Fees

Cancellation Fees for Academic Year Agreements

| Cancellation or Termination Date | Down Payment | Semester Housing Charge |
|---|------------------------|--|
| Before June 15 | Returned to Resident | Returned to Resident |
| June 16-July 31 | Retained by University | Returned to Resident |
| August 1- End of 2nd Week of Class | Retained by University | University Retains 25% of Semester Housing Charge |
| Start of 3rd Week of Class-6th Week of Class | Retained by University | University Retains 50% of Semester Housing Charge |
| Start of 7th Week of Class-8th Week of Class | Retained by University | University Retains 75% of Semester Housing Charge |
| After 8th Week of Class | Retained by University | University Retains 100% of Semester Housing Charge |

Cancellation Fees for Spring Semester Only Agreements

| Cancellation or Termination Date | Down Payment | Semester Housing Charge |
|---|------------------------|--|
| Before December 1 | Returned to Resident | Returned to Resident |
| December 2-January 1 | Retained by University | Returned to Resident |
| January 2 1- End of 2nd Week of Class | Retained by University | University Retains 25% of Semester Housing Charge |
| Start of 3rd Week of Class-6th Week of Class | Retained by University | University Retains 50% of Semester Housing Charge |
| Start of 7th Week of Class-8th Week of Class | Retained by University | University Retains 75% of Semester Housing Charge |
| After 8th Week of Class | Retained by University | University Retains 100% of Semester Housing Charge |

X. Requirement to Vacate Housing:

- a. When this Agreement expires and has not been renewed in writing, or when this Agreement is otherwise terminated for any reason, Resident shall immediately vacate the Unit and remove all of Resident's property. If Resident's property remains in or about a Unit after this Agreement has expired 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 thirty (30) days 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 Housing by scheduling a check-out appointment with a Residential Life staff member where the appropriate inventory form(s) is completed and access can be turned off. Failing to follow this process correctly will result in Resident's account being assessed an improper check-out charge of \$150.00 in addition to applicable cleaning and damage charges.
- c. Resident shall be obligated to pay the amounts due under this Agreement, including if Resident vacates or abandons the Unit, as described in Section IX(c).

XI. Termination of Agreement by University:

- a. In addition to any other rights and remedies available under this Agreement or otherwise at law, University reserves the right to terminate this Agreement for good cause. Examples of good cause include, but are not limited to, any of the following circumstances:
 - After 10th day following Move-In Date, 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 Residential Life;
 - 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;
 - 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;
 - Failure of Resident to maintain eligibility status to live in Housing, including failure to maintain status as a student at University enrolled in at least twelve (12) units per semester (or six (6) units for graduate students);
 - Resident's breach of any term or condition of this Agreement, including failure to pay required fees in accordance herewith;
 - Administrative necessity of University;
 - Suspension or other conduct action against the Resident, including without limitation conduct which violates any policies or procedures instituted by the University to reduce the spread of infectious diseases such as, but not limited to, COVID-19.
- b. University shall provide Resident not less than seventy-two (72) hours' prior written notice, except in cases of emergency, of any termination pursuant to Section XI(a). 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 to the University 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 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 may pursue any available remedy, including pursuing an action for unlawful detainer or other similar suit. The University may reassign the Unit or any part thereof on such terms and conditions as the University may determine.
- c. Notwithstanding the provisions in this Section or any other provisions of the Agreement, the University specifically reserves the right to prevent an individual from moving-in to housing, and to immediately remove any individual from 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 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 on behalf of, or because of, Resident through the License Term. If the effective date of termination occurs in the Fall semester, University reserves the right to hold Resident accountable for paying all housing charges through the end of the Fall semester, as opposed to the full License Term. If applicable, Resident's

account will be charged a contract cancellation fee in accordance with the License Agreement Cancellation Fee chart in Section IX(c).

XII. Destruction or Unavailability:

- a. If the Resident's Unit should at any time be rendered uninhabitable in whole or in part by any cause whatsoever, other than the acts or omissions of Resident or any of Resident's guests, the University may, at its option, repair and replace the damaged room within a reasonable time, relocate Resident to alternative Housing, 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 may terminate this Agreement and pursue any rights any remedies it may have against Resident under this Agreement or at law.
- b. In the event that bed space is unavailable as the result of conditions not reasonably foreseen at the time this Agreement is made, provided University is unable to accommodate Resident in alternative Housing, Resident shall be entitled to a pro-rated refund of any housing fees applicable to periods after Resident was required to vacate. Such conditions include, but are not limited, to accidents, floods, slides, fires, earthquakes, winds, storms, explosions, natural disasters, or other casualties of any nature; enemy or hostile governmental action; wars, blockades, insurrections, or civil disorder; strikes, lockouts or labor disputes; law, order, proclamation, ruling, regulation, directive, or ordinance of any governmental authority having jurisdiction; pandemics, epidemics, or other outbreaks of disease or infection; unanticipated interruption of basic services; a drop in the rate of cancellations not reasonably foreseen by University, if such drop results in an overbooking of available housing facilities.

XIII. Treatment of Indebtedness:

- a. Resident acknowledges that failure to satisfy the financial obligations of this License Agreement may, to the maximum extent permitted by law, result in the following:
 - Imposition of a late fee, in accordance with the fee schedule
 - The cancellation, suspension, or termination of components of Resident's meal plan
 - Temporary removal of internet access and/or cable access
 - Lock change
 - Placing a negative service indicator on Resident's account,
 - Termination of the Agreement
 - Eviction
 - Offset of paychecks, loans, grants or scholarship payable through the University, and/or income tax refunds or rebates
 - Legal action to collect unpaid obligations

XIV. Right of Entry:

- a. University shall have the right to enter the premises occupied by Resident for the purposes of emergency, health, safety, fire and life safety, occupancy management, facility maintenance, management of applicable rules and regulations, or for any other lawful purpose. University shall exercise these rights reasonably with respect for Resident's right to be free from unreasonable searches and intrusions into study or privacy.

XV. Notices:

- a. Resident agrees that while Resident is enrolled at the University, University 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, applicable housing information, student conduct communication, or termination of this Agreement.
- b. 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.
- c. University acknowledges 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 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.
- d. For purposes of notice to University relating to this Agreement at any time before, during or after Resident's enrollment at the University, Resident must email written notice to housing@unr.edu and/or mail served by depositing the same with the United States Postal Service, addressed to Residential 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:

Residential Life, Housing, and Food Services
Mail Stop 0060
University of Nevada, Reno
Reno, NV. 89557

XVI. Indemnification:

- a. To the maximum extent permitted by law, and as consideration for the terms and conditions of this Agreement, Resident agrees to indemnify, defend, and hold harmless the Board of Regents, the Nevada System of Higher Education, the University of Nevada, Reno, the State of Nevada, and their respective regents, officers, administrators, agents, employees, volunteers, representatives, successors and assigns (“Indemnitees”) from any and all claims, damages, losses, liabilities, liens, costs and/or expenses, controversies, causes of action, lawsuits, proceedings, injuries (including death), judgments and expenses (including 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) any infectious disease Resident or Resident’s guest (each an “Indemnifying Party”) contracts or is otherwise exposed to as a result of residing, visiting, or otherwise being in Housing; (b) an act or omission by an Indemnifying Party; (c) the refusal or failure to comply with any obligation in the Agreement by an Indemnifying Party; or (d) violation of applicable law(s) by an Indemnifying Party.
- b. Notwithstanding the foregoing, 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. Nothing contained in this Agreement shall be construed to waive or limit University’s defense of sovereign immunity, which defense is hereby expressly reserved, nor to waive or limit the protections afforded to University under NRS 41.0305 to 41.039.

XVII. Miscellaneous:

- a. Non-Waiver: Resident and University acknowledge the waiver of any breach of a term or condition of the Agreement shall not constitute a waiver of any subsequent breach.
- b. Entire Agreement: This Agreement contains the entire agreement between Resident and University regarding the subject matter hereof the Agreement. This Agreement supersedes any prior agreements, understandings or negotiations, whether written or oral. This Agreement may be amended only through a written document executed by both parties.
- c. Governing Law and Venue: This Agreement shall be construed and interpreted according to the laws of the State of Nevada. Venue for any dispute or litigation arising out of or in connection with this Agreement shall be in the Second Judicial District Court in and for the County of Washoe, State of Nevada
- d. Severability: If any provision or any portion of any provision of this Agreement shall be held invalid, illegal, or unenforceable, the remaining provisions or portions of any provisions shall be valid and enforceable to the extent possible.
- e. Force Majeure: Neither party shall be deemed to be in violation of this Agreement if it is prevented or delayed from performing any of its obligations hereunder (except Resident’s payment obligations) due to accidents, floods, slides, fires, earthquakes, winds, storms, explosions, natural disasters, or other casualties of any nature; enemy or hostile governmental action; wars, blockades, insurrections, or civil disorder; strikes, lockouts or labor disputes; law, order, proclamation, ruling, regulation, directive, or ordinance of any governmental authority having jurisdiction; pandemics, epidemics, or other outbreaks of disease or infection; or unanticipated interruption of basic services. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Agreement after the intervening cause ceases.