

**STUDENT HOUSING AND MEAL PLAN
LICENSE AGREEMENT
ACADEMIC YEAR 202 2-2023**

This Student Housing and Meal Plan License Agreement (this "Agreement") is a legally binding agreement entered into among and between the individual signing this Agreement to access 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 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. 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, Great Basin, Juniper, Manita, Nevada Living Learning Community, Nye, Peavine, Sierra 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 and 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 fees are received, and Resident's participation in specific residential programs. Acceptance 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 constitute an agreement by the University to provide a student housing.

Prior to executing this Agreement, Resident must have completed the application for housing (Application) available through the Department of Residential Life, Housing, and Food Services

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.

- 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 services (such as, by way of example and not of limitation, ventilation, heating, water and wastewater) and WiFi to every Unit 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 in their Unit in these designated locations.
- c. University will provide light housekeeping to building common areas; Resident is responsible for all cleaning within apartment.

1. If termination is granted for any circumstance other than a Qualifying Event, including but not

- 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 (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 (72) hours' prior written notice, except in cases of emergency, of any termination pursuant to Section XI. 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 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 into housing, and to immediately remove any individual from Housing of 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 X(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 prorated refund of any housing fees applicable to periods after Resident is 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 disorders, 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, anticipated 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 result in 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; or for 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 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, refundable 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 that 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 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 delivered

b. Entire Agreement: This Agreement contains the entire agreement between Resident