LICENSE AGREEMENT

The Residence and Dining Hall License Agreement

A legal and binding agreement between you and the University of Nevada, Reno

Important

The Residence and Dining Hall License Agreement (License Agreement) is a legal and binding agreement between you and the Board of Regents, NSHE, obo University of Nevada, Reno (University). By submitting the License Agreement Signature Form or License Agreement Web Form (collectively referred to as the License Agreement Form), you are making a commitment and agreeing to pay for services for a full academic year (or the remainder of the academic year if you enter into the License Agreement after the start of the fall semester).

Admission to the University

Application for admission to the University and application for on-campus housing are separate transactions, acted upon separately by the University. (Note: Submission of the License Agreement Form does not guarantee that housing will be available.)

Before Entering Into License Agreement

Carefully read the entire License Agreement in order to understand what you are agreeing to. Review your financial resources and your medical, religious, and dietary needs as you make your plans for the entire academic year. Make sure you can commit to all the terms of the License Agreement before submitting the License Agreement Form. Freshmen students, (regardless if they are living on campus or not) are also required to submit proof of having received the Meningococcal (MCV4) vaccination on or after age 16 unless excused because of medical or religious reasons. This License Agreement cannot be transferred, assigned, or subject to another party, in whole or in part.

Whom Do I Contact for Information?

Information regarding campus housing, assignment procedures, and food service may be obtained from the Department of Residential Life, Housing and Food Service, located in Juniper Hall by calling (775) 784-1113 or emailing housing@unr.edu. Please see our web site at: http://www.unr.edu/housing.

License Agreement Form Information

The information outlined below will help you complete your License Agreement Form for room and board. If you have additional questions, please contact the Department of Residential Life, Housing and Food Service. You are encouraged to complete the License Agreement Form and submit it with your initial payment as soon as possible. Please refer to the rates information available on our web site.

Room Assignments

Room assignments are based on the information you provide. Considerable effort is made to honor specific requests and to meet individual needs when making room and roommate assignments. However, heavy demands for University housing sometime make it impossible to satisfy all individual requests.

Living Options

Indicate your preference for living options. Smoking is not allowed in any of the residence halls. Please refer to the following definitions when completing this section. Please refer to the residence hall information on our web site or contact our office for specific information.

Residence Halls: Argenta, Juniper, Nye, Peavine, and Sierra Halls and The Nevada Living Learning Community.
Apartments: Canada Hall is the apartment-styled residence hall where priority is given to returning residents and transfer students who have a sophomore status or higher.
Academic Pursuit/Quiet Study: A section of the residence hall designated as a quiet area with an atmosphere conducive to study.
Substance Free Lifestyle Area: Based on availability and interest, a substance free lifestyle living area may be available for those residents wishing to live a lifestyle free of tobacco, alcohol, and other drugs.
Living Learning Community: These are floors, sections or entire residence halls where students request to live near others and share a particular interest in academics, social and cultural issues and activities. Students must complete a separate application to participate in these communities.
Gender Inclusive Housing: A living area that allows students to live together regardless of gender identity or biological sex in an environment in which they feel safe and supported. These areas are not intended as a living option for students in a relationship with one another, which is strongly discouraged.

Room Preferences

Triple: The majority of the student rooms in the residence halls are triple rooms designed and furnished for three students. Triple rooms are the most popular and least expensive type of room.
Double: A few residence halls offer double rooms designed and furnished for two students. Rates for these rooms vary with the residence hall.
Single: There are a limited number of single rooms. Single room assignments are made for students on a "space-available" basis according to the room assignment priority system. If we are unable to accommodate a student's request for a single, they will automatically be assigned to a double room.
Premium Double: There are a limited number of these larger double rooms only available in Sierra Hall. These rooms are designed and furnished for two students but they may be furnished to accommodate three or four students at a double room rate for overflow housing.
Premium Single: There may be a limited number of these larger single rooms offered in Sierra Hall.
Guaranteed Private: These rooms are contingent on availability. These private rooms are double rooms that are occupied as singles and are granted on an academic year basis, if available. The cost is twice the double room rate.
Accidental Private: The accidental private status is only available when the residence hall system is no longer at maximum occupancy, there is no applicant pool, and if a student in a double room is without a roommate. The student may have the option of assuming the double room as a single for the accidental private rate. These are for the remainder of the academic year on a "space-available" basis. In the event of full occupancy, students occupying accidental privates may be required to assume a roommate and return to a double status. In the event that a student is in a double room without a roommate and has not been assigned an accidental private, the available space must be ready for immediate occupancy at all times. If the space is not available for immediate occupancy or if a student expresses interest in moving into the space and is dissuaded, the current occupant will automatically be assessed accidental private charges.

Meal Plans

All first year students in college who have not reached the age of twenty-one by the first day of class of their first semester who live in the residence halls are required to purchase a residential meal plan for both fall and spring semesters. For specific meal plan requirements and additional information, please refer to the meal plan information on our web site (www.unr.edu/housing). Those freshmen who do not indicate a choice of meal plan will be assigned and billed for a Plan C Premium Option. No refund is given for unused meals or Foodbucks. Your Foodbucks do not expire at the end of either the fall or spring semester. The Foodbucks balance remains for you to use as long as you remain at the University and your account does not become inactive. An account is considered inactive if there is no use for a period of 16 months. Meal plans may be changed among the residential meal plans, including the A, B, C, and D Premium Option Plans during the first three weeks of classes or during the semester break. Meal Plans can only be changed once during each change period. No meal plan holders may loan their card to anyone else to use.

Eligibility for On-Campus Housing

To be eligible for on-campus housing, you must:
1. Complete and submit the License Agreement Form, along with the required initial payment;
2. Submit a signed Parent or Guardian Signature Form (if you are under 18 at the time you submit your License Agreement Form);
3. Accept admittance to the University;
4. Provide verification of Meningococcal vaccination;
5. Enroll in a minimum of 12 credits of coursework at the University; and
6. Not be a “registered sex offender” as defined in Title 4, Chapter 1, Section 34 of the Board of Regents Handbook.
Satisfying the above eligibility criteria does not guarantee that housing will be available. Failure to meet and maintain such eligibility criteria, however, shall be grounds for the University to terminate this License Agreement.

Terms and Conditions of Occupancy

The License Agreement is the legally binding agreement for a full academic year, Spring Only, and/or summer session between the student and the University covering room and board in the residence halls. Both parties assume the rights and responsibilities outlined in the License Agreement and all supporting documents upon acceptance of the License Agreement Form. This License Agreement is not a lease and shall not be construed as establishing a relationship of landlord and tenant between the University and students who occupy the residence halls.

LICENSE AGREEMENT PERIOD

The license agreement period is for the entire academic year (or the remainder thereof) and/or summer session. Indicate on the License Agreement Form which semester you desire to have your License Agreement go into effect by checking the appropriate box. A financial penalty may result for persons failing to fulfill the entire license period - see the section of the Terms and Conditions of Occupancy titled Charges/Refunds. The license period begins on the opening day of the residence halls and ends upon completion of the student's last final exam, but no later than 11:00 a.m. the day following final examinations each semester at the University. Sierra Hall is available during the Winter Break for an additional charge. All of the other residence halls are closed, but residents may leave their belongings in their room during this period. The University will not process room refunds as long as the student remains enrolled, the student's personal belongings remain in the room, or until the student is officially checked out of the room. A resident's occupancy in University housing is terminated only upon approved release, official check out, and all keys are returned.

ADMISSION TO THE UNIVERSITY OF NEVADA

Acceptance of the License Agreement Form does not confirm admission to the University. Assignment in on-campus housing is contingent upon final acceptance for admission by the University. The University reserves the right to refuse any application for on-campus housing by returning the reservation deposit.

DEPOSIT INFORMATION

A $325 payment, which includes a $125 security deposit and $200 initial payment, must accompany the License Agreement Form for housing on-campus for the applicable license period. In addition to the initial payment, a second payment of $175 is due by June 15th (December 1st for Spring Only). Since the deposit is a reservation security deposit, charges cannot be made against the deposit during the license period. The deposit is also required to insure the University against loss through unpaid room charges, property loss, and excessive wear and tear. At the end of the license period, the deposit will be refunded less outstanding housing or other University charges. Full refund of the deposit is made only to students who fulfill the license agreement period.

Refund of the deposit, or any remaining balance, will be applied to your student account approximately six weeks after check out. No refund of the deposit is made for any cancellations, including those withdrawing from the University or seeking release from the License Agreement.

VACCINATIONS

Regulations passed by the Nevada Division of Health require that, any freshman college student (regardless if they are living on campus or not) are also required to submit proof of having received the Meningococcal (MCV4) vaccine, unless excused because of medical or religious reasons. You will not receive your room assignment unless we have your Meningitis vaccination record on file in our office. Failure to provide this record does not release you from your License Agreement or its financial obligation.

CHARGES/CANCELLATIONS/REFUNDS

Room and Board charges are indicated on the rates information section of our web site. All charges will be posted to the student's University account. Amounts are due as indicated in the University Class Schedule. Failure to pay the amount on or before the due date will result in action by the University including, but not limited to, eviction, exclusion from meals, academic holds, payment due in full, the assessment of a late fee, and the account may be turned over to a collection agency with the collection fees added to the unpaid balance. If a student cancels the License Agreement in writing prior to June 15th (December 1st for Spring Only License Agreement) all fees except the security deposit will be refunded. If a student cancels the License Agreement in writing between June 16th and July 31st (December 2nd and January 1st for Spring Only License Agreement), all fees except the security deposit and initial payment will be refunded. Cancellations between August 1st (January 2nd for Spring Only License Agreement) and the opening date of the residence halls will forfeit the security deposit, in addition to 25 percent of the room charge for the semester. License Agreements with no room assignment and insufficient enrollment in University coursework may, in the University's discretion, be cancelled by the University with forfeiture of the deposit and initial payment. If a student cancels the License Agreement for approved reasons from the University on or after the opening date of the halls, credits/refunds will be made only to those persons who receive approval in accordance with the Residential Life, Housing and Food Service refund policy.

Credits for semester room and board charges are issued according to the following schedule:
Through the 2nd week of class - 75 percent credit
3rd through 6th week - 50 percent credit
7th through 8th week - 25 percent credit
After 8th week - NO credit or refund is issued

No refunds or credits are issued to enrolled students who move out of the residence halls. NOTE: Residents who have been officially released at the end of fall semester are reminded that they must officially check out. Otherwise, occupancy charges will continue into the spring semester.

For Summer Session Only: If a student cancels a summer session term License Agreement prior to May 1st, all fees except the security deposit will be refunded. For cancellations of a summer session License Agreement after May 1st, residents must give at least a thirty (30) day notice in writing prior to the departure (or cancellation) date. Summer residents who fail to give thirty (30) days notice will be charged an amount equal to a charge for a thirty (30) day period from the date of notification.

TERMINATION OF LICENSE AGREEMENT

Late Arrivals/No Shows/Cancellations A student is considered a "no show" if he/she has not officially checked into the residence hall by 12:00 noon of the first day of class. Students must notify the Department of Residential Life, Housing and Food Service (in writing) prior to opening day if they will be late in arriving. Previously assigned spaces cannot be held past 12:00 noon of the first day of class without prior arrangements. Failure to occupy assigned housing does not nullify the License Agreement. The License Agreement may be terminated if the student withdraws from the University and TMCC during the License Agreement period or if the student is released from his/her License Agreement obligations by the University.

Should the student enroll in any course work at the University and/or TMCC during the academic year, the License Agreement will automatically be reinstated and the student will be financially responsible for room and board charges. Release from the License Agreement is possible only under special circumstances approved by the University. To be considered for release, the student must file a request with the Department of Residential Life, Housing and Food Service. Only if the request is approved will the student be released from the License Agreement. All requests for cancellations must be submitted (in writing) directly to the Department of Residential Life, Housing and Food Service or sent by registered mail. Stipulations concerning the disposition of the reservation/ security deposit upon termination of the License Agreement are outlined in the Deposit Information section.

CANCELLATION DUE TO MISCONDUCT

The University may administratively cancel the License Agreement if the student demonstrates an inability to abide by the requirements for group living, which the student agrees to by entering into the License Agreement. Additionally, violation of University and/or residence hall rules and regulations (including but not limited to the Student Handbook), state laws, or conduct which is otherwise detrimental to the student or to the welfare of residence hall residents, may be the basis for disciplinary action against the student, assessment of fines or damage charges, termination of the agreement and the initiation of eviction proceedings. If a student is evicted for disciplinary or administrative reasons, refunds will be handled in accordance with the refund schedule and the student will be assessed an additional cancellation charge of $250.00.

ROOM CONDITION AND FURNISHINGS

Each student is required to sign a Room Condition Form acknowledging receipt of all property assigned to them when he/she moves into the room. The student is financially responsible for the general condition of the room, furnishings, and the equipment assigned to the room, including loss, damage, or special cleaning necessitated by improper care of rooms and equipment. Charges for loss of equipment, damages to, or defacement of, any area in common use (lounges, hallways, bathrooms) may be assessed against residents of the area or hall. Students are responsible for maintaining the cleanliness of their rooms/suites. Residents are encouraged to add furnishings to their rooms which individualize their living area but do not create safety, fire or health hazards. Upon finding damages when moving into a room, residents are required to report them immediately to the Resident Assistant in charge. Furniture and fixtures provided by the University for use in a particular room are not to be removed from the room.

The room may be used only as a private residence. Residents are not allowed to carry on any business or remunerative purposes from the residence hall or to inscribe or affix any sign or advertisement, or notice on any part of the inside or outside of the building or premises.

At the end of the license period, residents are expected to follow the established housing checkout procedures which include (1) removal of all personal belongings from the room, (2) thoroughly cleaning & vacuuming, (3) arranging an appointment with a Resident Assistant to check out, (4) returning room key, and (5) completion of the checkout portion of the Room Condition Form. Students who fail to comply with these procedures will be assessed an improper checkout charge in addition to other charges for which the student is responsible. In those instances where items are left in the residence halls after the owner or resident has moved out of the hall, the Department of Residential Life, Housing and Food Service shall declare the items abandoned in favor of the University. The Department of Residential Life, Housing and Food Service will dispose of the items or turn them over to charity. Residents may be charged for removal and/or storage of items.

The University shall furnish heat and electricity to the room assigned to the student. The University shall have the right to interrupt temporarily such utilities or services where necessary because of accident, emergency, repairs, alterations, or improvements which in the judgment of the University are necessary or desirable. No diminution or abatement of rent or other compensation shall be claimed by the student, nor shall this License Agreement or any of the obligations of the student hereunder be affected or reduced by such interruption or curtailment.

ASSIGNMENT PROCESS

Preference for residence hall space is given to full-time enrolled students of the University. In order to be assigned, students must be enrolled in at least 12 credits at the University. Subject to availability of space, the University will assign housing according to requested preferences. However, the University does not guarantee assignments to a particular building, type of housing, or with a specific roommate.

The University provides accessible housing for students with disabilities. Since assignment is made on a space available basis, early application is essential. Please contact the Department of Residential Life, Housing and Food Service and the Disability Resource Center for additional information.

Assignments are made for new students by date, in the order in which their License Agreement Form, initial payment, and deposits are received. Full consideration is given to each student's preferences. We are generally able to match mutually requested roommates when they are submitted at the same time. To help ensure the roommate assignment of your choice, please submit both License Agreement Forms at, or near, the same time. License Agreement Forms must request each other as roommates. Chances of receiving your first choice of assignment are improved if you return your License Agreement Form as early as possible.

Assignments will normally be made on the basis of two students per bedroom. However, demand for housing may require that the University assign temporary spaces and/or three or four persons per bedroom, and thus the University reserves the right to assign in this manner. Students are expected to remain in the room and hall to which they are assigned and are encouraged to try to work out differences with their roommate before requesting a room change.

The University reserves the right to assign or reassign housing as it deems necessary. Students occupying a double or triple room and paying the corresponding room rate may be required, if one or more vacancies occur in the room, to move to another double or triple room, accept additional roommates or pay for the room as an accidental private (if a double room) or accidental double (if a triple room). It is the student's responsibility to select the desired roommates (other residents without a roommate) and negotiate who will move to which room. Students remaining in a room alone as a result of refusal to move to another room or to accept other roommates will be charged the guaranteed private room rate commencing with the date of single occupancy.

POLICIES

Students residing on campus are required to comply with the policies contained in the Student Handbook, which are made a part of this License Agreement. The Student Handbook is available on our web site (www.unr.edu/housing).

UNIVERSITY LIABILITY

The University does not assume any obligation or liability for loss or damage to items of personal property which may occur in the buildings or on its grounds, prior to, during or subsequent to the period of this License Agreement. Students are encouraged to keep rooms locked at all times and carry private insurance on personal possessions.

RIGHTS RESERVED BY THE UNIVERSITY

1. Notification: To the fullest extent permitted by applicable law, the University reserves the right to notify family members, emergency contacts, guarantors, or University scholarship providers when deemed necessary; for example, in case of medical emergency, infectious disease, underage alcohol violations, substance or drug abuse, behavioral misconduct, or financial issues.
2. Room Entry: University officials reserve the right to enter and inspect residence hall rooms or apartments at any time without prior notification. Inspections will occur when necessary to protect and maintain the

property of the University, the health and safety of its students or whenever necessary to aid in the basic responsibility of the University regarding discipline and maintenance of an educational atmosphere. Police will be contacted in incidents which may involve drugs, weapons, stolen property, or criminal activity. In addition, emergency personnel may be contacted if residents or guests are unable to care for themselves or when their health or safety is at risk.

3. TERMINATION BY THE UNIVERSITY: Upon reasonable notice and for good cause, the University reserves the right to terminate this License Agreement. Reasonable notice of termination will normally be 48 hours, but may be less if the University's deems appropriate. Examples of good cause include, but are not limited to, failure to make payment of charges, suspension or withdrawal from the University, failure to meet and maintain the eligibility criteria to live in on-campus housing, disciplinary or administrative action, and/or failure to comply with the policies and rules contained in the Student Handbook. If this License Agreement is terminated by the University, the same schedule of charges cited in Charges/Refunds will apply.

4. Renovation/ Construction: Due to the University's ongoing commitment to provide students with a high-quality living environment, renovation work or construction projects may at times cause some inconvenience. Such inconvenience does not constitute release from the License Agreement, abatement of rent or other compensation.

Complete the License Agreement Form

Submit the License Agreement Form with the required initial payment. Rooms are assigned on a first-come, first-served basis. Unless the Department of Residential Life, Housing and Food Service is notified in writing, your address and phone number listed on the License Agreement Form will be released to your roommate upon assignment. Submission of the License Agreement Form constitutes an electronic signature as outlined in NRS 719.

Students UNDER THE AGE OF 18 must have a parent or guardian sign and date the Guarantor section of the License Agreement Form (paper copy) or complete and mail or FAX the Guarantor Signature Form to our office (web form) before their application becomes active. Failure to submit the Guarantor Signature Form does not constitute release from the License Agreement.