

# UNIVERSITY OF HARTFORD

## OFFICE OF RESIDENTIAL LIFE

### The 2023-2024 Student Housing License Agreement

This Student Housing License Agreement (“Agreement”) is entered into and between the University of Hartford, West Hartford, Connecticut (“University”) and the student (“Resident”), and that Resident’s parent or legal guardian if Resident is a minor child subject to the terms and conditions outlined in this Agreement. Violation of any part of this Agreement can result in the removal from housing.

#### 1. General Terms and Conditions, Duration of Agreement, and Dates of Occupancy

This Agreement constitutes a license for the use of University Housing and does not grant the Resident property rights to their assigned housing unit (“Unit”), but instead a revocable privilege to use the assigned Unit. The Resident cannot sublet, assign, or transfer this Agreement to another individual. In exchange for a license to use University Housing, the Resident agrees to pay all fees specified and read and comply with all rules, regulations, policies, and addendums set forth in [The Source](#) and on the [University website](#), as well as any documentation provided by the Office of Residential Life (“ORL”). The University uses email as the official and preferred method of communication. The ORL will notify Residents of any changes to the Agreement via email and by posting new information on the [University website](#). In the event of any inconsistency between the Agreement and other documents, the terms of this Agreement shall prevail. Residents assume total responsibility for their Unit and for the behavior and activities which occur within all assigned living areas. Failure to fulfill the terms of this paragraph may lead to the University terminating this Agreement, removing the Resident from on-campus housing, and a community standards process resulting in sanction, up to and including expulsion.

Residents may view their completed Agreement in the Housing Portal at any time.

The University’s residential facilities are solely intended for occupancy by registered students. To be eligible for Housing a Resident must be at least sixteen (16) years of age by the first day of the occupancy period, be enrolled in classes for the duration of time they are living in Housing, and maintain at least 12-credit hours per semester, unless granted permission by the Director of Residential Life or designee (“Director”). The University reserves the right, in its sole discretion, to terminate the Resident’s license if the Resident fails to meet these requirements at any time.

The Agreement is effective upon the University’s acceptance of a submitted housing application. It is binding for the entire academic year or that portion of the academic year remaining when occupancy begins. Details regarding the occupancy period, including move-in and move-out dates are outlined on the [Academic Calendar](#). The occupancy period is subject to change due to unforeseen changes to the academic calendar. The Resident or their possessions may not occupy a Unit outside of the occupancy period unless otherwise specified by the ORL. Residents requesting to live in Housing outside of occupancy period must be approved to do so in advance and may be subject to an additional charge. This includes Residents who request to arrive early, to depart late, Winter Break housing, and Summer housing.

The Resident, except under the conditions listed in the Residential Housing Cancellation Policy (Section 6) and Release from Agreement (Section 7), cannot terminate this Agreement. Failure to officially check-in does not release a Resident from the financial obligations for Housing. Similarly, not returning between semesters does not release a Resident from the financial obligations for Housing.

If the Resident foresees a need to arrive after the assigned arrival date, the Resident must notify the ORL in writing before that assigned arrival date. The University has no obligation to hold the assigned Unit later than the first day of classes unless the ORL has been notified by the Resident. Failure to notify the ORL may result in being removed from the Unit, as well as Housing, and assessment of the Residential Housing Cancellation Policy (Section 6).

The Resident must vacate the occupied Unit and return issued key(s) no later than 24 hours after their last final for Spring semester or by 10 a.m. on the day following the conclusion of the final exams period. Residents who are no longer considered enrolled students, are released from the Agreement any time prior to the end of the spring semester, or are approved to depart late must vacate their housing assignment by the date and time specified by the ORL. All belongings must be removed from Unit at the time of departure from campus or the Agreement ends, whichever comes first. Residents forfeit any and all rights to any items left in the Unit at the end of the Agreement term, or when a student is removed from Housing. All items will, at the University's sole discretion, be reused, donated or discarded. In the event a Resident leaves his or her room in such a condition that it requires the attention of cleaning and/or facilities staff, a cleaning and/or repair fee may be assessed to the Resident.

## **2. Housing Assignments**

Housing assignments are made as space permits and following procedures established by the ORL. Priority will be given to full-time, degree seeking Residents. The University reserves the right to place a Resident in an overflow accommodation until a regular Unit is available. Once Housing is filled, the ORL will place Residents on a waiting list in order of completed Agreements.

New Residents reserve a space in Housing on a first-come, first-served basis by submitting a Housing Deposit and properly completed Agreement. New Residents who complete the application process by June 15 will be notified of their Housing assignment by late July. New Residents who complete the application process after June 15 will be notified of their Housing assignment on a rolling basis.

Returning and graduate Residents reserve a space in Housing on a first-come, first-served basis by submitting a Housing Application Fee and properly completed Agreement. Returning and graduate Residents in good standing who complete the application process by March 20 may select a specific Unit during the ~~room~~ housing selection period in the Spring semester. Returning and graduate Residents who complete the application process after March 20 or do not select a Unit during the housing selection period will be notified of their Housing Assignment on a rolling basis.

While the ORL takes information provided by Residents into consideration when assigning Units, this Agreement does not guarantee a specific roommate, or the availability of a specific Unit, building or room

type. The University reserves the right to reassign a Resident to any Unit based on University need, subject to an appropriate charge adjustment.

- a. Assignments: The ORL cannot accept roommate requests based upon race, color, religion, national and ethnic origin, pregnancy or pregnancy-related conditions, present or past history of disability, marital or family status, sexual orientation, veteran status, personal characteristics or genetic information.
- b. Vacancies: When a vacancy occurs, the ORL may 1) assign a Resident to the vacancy; 2) allow the remaining room/suite-/apartment-mate(s) to identify a Resident to fill the vacancy; 3) reassign the remaining room/suite-/apartment-mate(s) to another Unit; or 4) allow the remaining Resident to “buyout” the room.
- c. Buyouts: A buyout is when a Resident pays an additional fee to not have a roommate in a double-occupancy housing unit. Buyouts are not guaranteed and typically offered to Residents who are in a double-occupancy room by themselves once the semester has begun, in September and January, if space allows. Buyouts are not available in all buildings or for all room types.
- d. Maintenance Projects: Facilities-related projects to make improvements or respond to maintenance concerns may need to be completed when rooms are occupied. In some cases, Residents may need to be temporarily or permanently relocated. Relocation due to facilities-related issues is not grounds to be released from this Agreement or reimbursed for moving or other expenses.
- e. Utility Disruptions and Outages: Weather or building system failures may disrupt utilities or cause an outage. In some cases, Residents may need to be temporarily or permanently relocated. Relocation or inconvenience due to weather or system failures are not grounds to be released from this Agreement or reimbursed for moving or other expenses.
- f. Administrative Room Changes: The Director can require a Resident to move to another Unit at any time. The University will make every effort to provide reasonable notice and time to complete the move, but establishing this timeframe is at the discretion of the Director. Any Resident who does not comply with a request may be subject to Conduct action and/or termination of the Agreement.
- g. Room Changes: Residents must follow the room change procedures outlined by the ORL. All moves must be approved in advance by the ORL. Any Resident involved in an unauthorized room change – including changing bedrooms within a suite or apartment – may be subject to an Improper Check-Out Fee, required to move back to their assigned Unit, and/or Conduct action.
- h. Medical Housing and Emotional Support Animals: Residents with a disability, as defined by the Americans with Disabilities Act, may apply for medical housing or an Emotional Support Animal. Additional information regarding medical housing and assistance animals can be found on the [Access-Ability Services website](#).

### **3. Fees and Charges**

Residential Housing and Dining Fees are approved annually by the Board of Regents. However, the University reserves the right to make adjustment as deemed necessary and appropriate by the Vice President of Student Affairs or designee, at any time during the term of this Agreement.

All fees and charges must be paid per the billing procedures and by the deadlines outlined on the [Bursar's website](#). The University has a right to assess a late or cancellation fee, prevent participation in any housing process, deny residency, cancel this Agreement, require the Resident to immediately vacate Housing, or place a financial hold on a student's account for overdue balances. Accounts with financial holds will have a restriction placed on transactions such as future registration activity, adding additional dining dollars, release of transcripts, and release of diploma.

- a. Housing Deposit: New incoming students (defined as students who are enrolled at the University for their first semester) must pay a \$150 Housing Deposit as part of the New Student Admission Deposit process. This one-time deposit provides incoming residential students access to the Housing Application. The \$150 Housing Deposit will be applied as a credit to the Resident's student account. The \$150 Housing Deposit is non-refundable for anyone who does not attend the University.
- b. Housing Application Fee: Returning (defined as students who have been enrolled at the University for at least one semester) and graduate students must pay a \$75 Housing Application Fee each academic year to participate in Housing Selection or request a room assignment. This annual fee provides returning residential students access to the Housing Application. The \$75 Housing Application Fee is non-refundable.
- c. Residential Housing Fee: The Resident must pay the cost of their Unit for the entire academic year or that portion of the academic year remaining when occupancy begins. Cost varies by building and room type. The Residential Housing Fee is paid in two installments: one for the fall semester and one for the spring semester. The Resident is responsible for any increase in housing charges for a room change they initiate or accept.
- d. Dining Fee: The Resident must pay the cost of their designated residential meal plan for the entire academic year or that portion of the academic year remaining when occupancy begins. The Dining Fee is paid in two installments: one for the fall semester and one for the spring semester. The Dining Fee varies by meal plan. The Resident is responsible for any increase in dining fees for a meal plan change they initiate or accept.
- e. Early Departure: Any Resident who vacates their Unit early is subject to the Residential Housing Fees outlined in the Residential Housing Cancellation Policy (Section 6).
- f. Lock Change Fee: The Resident will be billed for any key(s) reported as lost or not returned to the ORL when vacating their Unit.
- g. Improper Check-In/Check-Out Fee: The Resident will be billed \$150 for not following proper check-in or check-out procedures as outlined in [The Source](#) or on the [Residential Life Website](#).
- h. Damage Billing Charge: The Resident will be billed the cost of additional cleaning, removal of property not original to the space, and any necessary repair or replacement unrelated to normal wear and tear to return a Unit to its original condition. If the University is unable to attribute an applicable charge to a specific Resident or group of Residents, the University will assess damages among the occupants of the Unit, building, and/or area. Residents cannot assign responsibility for damages to room/suite-/apartment-mates.

Parking is not included in Residential Housing and Dining Fees. Parking permits for any and all areas of campus must be applied for and purchased at Public Safety.

#### **4. Housing Requirement**

Living on campus is an integral part of the UHart experience. All full-time undergraduate students must live in on-campus housing and participate in a meal plan during their first two years at the University, barring exceptions listed below. Housing assignments are for the entire academic year (fall and spring semesters). Living on-campus during the summer or winter does not count towards the two-year residency requirement.

**Exceptions to the Residential Living Requirement are made for students who meet at least one of the following criteria:**

- Student's permanent address—as used for tax purposes—is within 60 miles of the University's mailing address [determined by GPS] and student is living with parent(s) or guardian(s) at this address
- Student is transferring from another college or university
- Student has a documented hardship
- Student has a documented medical need that necessitates the need to live off campus
- Student is studying abroad for the semester
- Student is married and living with spouse or has dependents
- Student is a military veteran
- Student is 23 years of age or older
- Student has received an exception from the Executive Director of Residential Life due to extenuating circumstances

Residents requesting an exception to the Residential Living Requirement should follow the instructions on the [Housing website, Housing Requirement](#).

Students who do not follow the guidelines of the Residential Living Requirement will be in violation of the Code of Student Conduct and will face sanctions as described in the Code. In addition, students not approved for an exception will be charged standard pricing for room and board as part of routine billing procedures and are subject to fees outlined in the Residential Housing Cancellation Policy (Section 6).

#### **5. Meal Plan Requirement**

The Resident is required to participate in a University Dining Services (“Dining”) residential meal plan. First-year Residents who do not select a plan are defaulted to the Unlimited 7-Day All Access Meal Plan. Returning and transfer Residents who do not select a plan are defaulted to the 165 Block Meal Plan. Graduate Residents who live in designated graduate Housing are exempt from this requirement. The Resident's selected meal plan will be in effect for the duration of the fall and spring semesters, excluding official break periods. Meal plan options, costs, and other information can be found on the [Dining website](#). The Dining Refund Policy can be found on the [Bursar's website](#). Residents are responsible for their own meals when meal plans are not in effect.

## 6. Residential Housing Cancellation Policy

For the purposes of this policy:

- An **incoming student** is defined as an undergraduate student who is enrolled at the University of Hartford for their first semester. An incoming student in the fall term is considered a returning student in the spring term.
- A **returning student** is defined as an undergraduate student who has been enrolled at the University of Hartford for one or more semesters.
- A **graduate student** is defined as a student who is enrolled at the University of Hartford with a graduate classification.

The Agreement is for the academic year, both fall and spring terms, unless entered into after the fall term has concluded.

Any Resident who vacates their assigned Unit or requests a financial adjustment to their room charge when cancelling their housing for the term and/or academic year will be held to the following policy and timelines:

### Cancelling Housing – Withdrawing from the Institution

<b>Dates</b>	<b>Residential Cancellation Fee <i>Incoming, Returning, and Graduate Students</i></b>
Withdrawal prior to moving in or the first day of classes (whichever comes first)	\$0
Withdrawal within the first week of classes	\$250
Withdrawal within the second week of classes	\$500
Withdrawal within the third week of classes	\$750
Withdrawal within the fourth week of classes	\$1000
Withdrawal after the fourth week of classes	Room/Apartment Charge for the Term

### Cancelling Only Housing – Fall

<b>Dates</b>	<b>Residential Cancellation Fee <i>Incoming Students</i></b>	<b>Residential Cancellation Fee <i>Returning and Graduate Students</i></b>
Cancelling prior to July 15	\$0	\$500
Cancelling July 15 – prior to moving in or the first day of	\$0	\$1000

classes (whichever comes first)		
Cancelling within the first week of classes	\$250	\$1250
Cancelling within the second week classes	\$500	\$1500
Cancelling within the third week of classes	\$750	\$1750
Cancelling within the fourth week of classes	\$1000	\$2000
Cancelling after the fourth week of classes	Room/Apartment Charges for the Academic Year	Room/Apartment Charges for the Academic Year

### **Cancelling Only Housing – Spring**

<b>Dates</b>	<b>Residential Cancellation Fee <i>SPRING ONLY Incoming, Returning, and Graduate Students</i></b>	<b>Residential Cancellation Fee <i>FULL ACADEMIC YEAR Incoming, Returning, and Graduate Students</i></b>
Cancelling prior to moving in or the first day of classes	\$0	Room/Apartment Charge for the Term
Cancelling within the first week of classes	\$250	Room/Apartment Charge for the Term
Cancelling within the second week of classes	\$500	Room/Apartment Charge for the Term
Cancelling within the third week of classes	\$750	Room/Apartment Charge for the Term
Cancelling within the fourth week of classes	\$1000	Room/Apartment Charge for the Term
Cancelling after the fourth week of classes	Room/Apartment Charge for the Term	Room/Apartment Charge for the Term

The University [housing requirement](#) requires full-time undergraduate students to live in on-campus housing and participate in a meal plan during their first two years, barring outlined exceptions (Section 4).

Any Resident who would like to cancel their Agreement before the end of the academic year must submit a Housing Agreement Cancellation Form. Submitting a form does not mean a Resident will be approved to be released from the Agreement. Residents who do not meet one or more of the criteria on this Agreement (Section 7) will be billed a Residential Cancellation Fee or Room/Apartment Charge for the term or academic year as part of routine billing procedures. Housing cancellations are effective the date a Housing Agreement Cancellation Form is submitted to the ORL, or the date the room is vacated, whichever is later, if the Housing Agreement Cancellation Form is approved.

Any Resident who is removed from housing as a result of disciplinary action, or the community standards process, will not receive any financial adjustment to their room charges for the academic year.

## **7. Release from Agreement**

At the time of the Resident's completion of a Housing Agreement Cancellation Form, the Resident must indicate that they are intending to request a release from the Agreement. All requests to be released from the Agreement will be reviewed. The ORL will contact other campus offices to verify a Resident's documentation, as needed.

In order to be approved for a Release from the Agreement, a Resident must meet one or more of the following criteria:

- a. Resident will be active status in the military during the term of the Agreement
- b. Resident transfers to a different institution
- c. Resident graduates (release based on date of graduation)
- d. Resident is studying abroad for the semester with an affiliated University program
- e. Resident is experiencing a new, documented hardship not present or known at the time the Housing Application was submitted
- f. Resident is experiencing a new, documented medical need that cannot be accommodated successfully in any available on-campus living option.

If the Resident does not meet one or more of these criteria, they are subject to the policies and procedures in the Agreement and the Residential Housing Cancellation Policy (Section 6). Housing cancellations are effective the date a Housing Agreement Cancellation Form is submitted to the ORL, or the date the room is vacated, whichever is later, if the Housing Agreement Cancellation Form is approved.

Residents who have not completed the two-year Housing requirement and have not been granted an exception, will be charged standard pricing for room and board as a part of our routine billing procedures.

## **8. Termination of Agreement**

The University holds the right to terminate this Agreement at any time for reasons including but not limited to violations to the student code of conduct as noted in [The Source](#); a breach of the conditions of this Agreement; unpaid University charges and fees; public health, safety, or emergency reasons that the University deems necessary for closure of the residence halls, campus dining, or the University; or the Resident does not meet the academic standards of the University. In the event this Agreement is terminated, the University shall have the unconditional right to take complete possession of the Unit, by any lawful means, without being guilty of any manner of trespass and without prejudice to any other remedies.



No portion of the Residential Housing Fee will be refunded if a Resident is suspended or dismissed from Housing or the University. The Resident must leave their assigned Unit immediately upon termination of the Agreement and no later than 48 hours after the time of termination notification. Upon termination of the Agreement, a Resident may appeal by sending a written appeal to the Director no later than three (3) days after first receiving notice. The Director will respond within five (5) academic days of receiving an appeal by hard-copy or by email. The Director's decision is final.

The University may deny or terminate housing to any student with a criminal and/or behavioral history, including previous disciplinary sanctions from another institution that resulted in expulsion, suspension, or removal from university housing. Students must share this information when submitting a Housing Application or within 48 hours of any change to their criminal and/or behavioral history by submitting the following information, in writing to the Director: (1) a detailed statement of explanation of the criminal or behavioral history, (2) the sanction/sentence pending or imposed, and (3) the student's first/last name, student ID number and contact information.

The University reserves the right to revoke and end this Agreement at any time in its sole discretion as a result of COVID-19 or other public health emergencies. The University, at its sole discretion, may offer some credit or reimbursement to impacted students based on circumstances and information available at that time.

All belongings must be removed from Unit at the time of departure from campus or the Agreement ends, whichever comes first. Any belongings remaining in the Unit will be considered abandoned property and the Resident will be responsible for the cost of disposing of these items.

## **9. Housing Policies and Procedures**

Residents are responsible for all the rules, regulations, policies, and addendums set forth in [The Source](#) and on the [University website](#), as well as any documentation provided by the ORL.

## **10. Resident Health and Safety**

Residents agree to review and abide by all policies, procedures, rules and regulations of the University that are or shall become effective while this Agreement is in effect, including any rules, policies, procedures and guidance related to testing, quarantine, and conduct during any health or safety emergency. All students electing to reside in University Housing expressly acknowledge and agree that the University cannot guarantee the University Housing will be free from any communicable health condition, including but not limited to COVID-19.

## **11. Miscellaneous**

- a. Connecticut Law: Connecticut law applies in interpreting the Agreement, excluding any choice of law's provisions. Residents agree to submit to the jurisdiction of the federal and state courts of Connecticut for the resolution of any disputes arising hereunder.
- b. Binding Affect: The Agreement is binding upon and insures to each signing Resident including that respective Resident's heirs, administrators, executors, successors, and assigns.
- c. Severance: If any provision of this Agreement shall be found to be invalid, the remaining provisions hereof shall continue in full force and effect.
- d. Right to Modify: The University may modify its Housing and other policies at any time, with or without notice. Except as noted herein, the Agreement may not be modified without the express written consent of the University.
- e. Entire Agreement: The provisions set forth in the Agreement constitute an entire understanding between the University and Resident and supersede any communication or previous understanding with respect to its subject matter. No written or oral understanding – directly or indirectly related to this Agreement – exists that is not set forth in the Agreement.
- f. Waiver: The waiver of or breach of any condition of this Agreement shall not be considered to be a waiver of any other condition. If any condition of this Agreement shall be held to be invalid, the remainder of the Agreement shall be valid and enforceable.

By signing this 2023-2034 Student Housing License Agreement, the Resident is stating they have read, understand, and accept the terms and conditions set forth in this Agreement for the University.

Agreement signatures must be electronically submitted through the StarRez housing portal. Agreements will not be accepted if they are signed by pen and emailed, faxed, mailed, or otherwise submitted to the ORL.

Signature Line (print name, date, signature)

**If the Resident is a minor child, the Resident's parent and/or guardian must also agree that they have read, understand and accept the terms and conditions set forth in this Agreement.**