

# **UNLV Office of Housing & Residential Life Residence and Dining Hall Contract**

## **Terms & Conditions for the Fall 2021-Spring 2022 Academic Year**

### **Nature of Contract**

#### **1. Contract Offer**

- A. The delivery of this Contract by the University of Nevada, Las Vegas Housing & Residential Life Office, to the student named, constitutes an offer of accommodations and services in the University's residence halls.
- B. This offer is contingent upon its acceptance and return by the response date specified, or until there is no space available within the University's residence halls.

#### **2. Contract Execution**

- A. This Residence and Dining Hall Contract is duly executed when:
  - i. The named student signs the Contract.
  - ii. The named student submits the signed Contract to the Housing & Residential Life Office with the appropriate fee as described below.
- B. A nonrefundable \$125.00 application fee is paid by each new student resident when submitting the application for housing.
- C. Housing & Residential Life reserves the right to execute a contract with a student should the student meet the requirements of the first year on-campus housing policy, is enrolled in more than six (6) credit hours and has not submitted a Residence and Dining Hall Contract.

#### **3. Contract Parties**

- A. This Contract is between the Board of Regents of the Nevada System of Higher Education on behalf of the University of Nevada, Las Vegas, hereinafter referred to as the "University," and the person, hereinafter referred to as the "Resident," whose signature appears on the Contract. This Contract is not transferable. The Resident may not lease, sublease, license, sublicense, assign, delegate or otherwise grant any rights under this Contract, including any right to access, occupancy, meals or services, to any other party.

#### **4. Eligibility**

- A. Any unmarried person or married person living away from spouse and/or children who has been admitted to or has enrolled in the University as a regular student taking six (6) or more credits is eligible to enter into this Residence and Dining Hall Contract with the University.
- B. Exception to the regular student taking six (6) or more credits status may be provided if in consultation with Student Financial Aid and Scholarships and/or the Disability Resource Center it is determined that the student requires special accommodations.
- C. In addition to the immunizations required for all Nevada System of Higher

Education students, state regulations require freshmen under 23 years of age to have an immunization for Neisseria meningitidis in order to reside in an on-campus Housing & Residential Life facility. Students must provide proof of the Neisseria meningitidis vaccine directly to The Office of the Registrar

5. Contract Duration

- A. This Residence and Dining Hall Contract is effective for the full academic year (Fall and Spring semesters), or for such portion of the academic year as may remain at the time this Contract is signed. This Contract is binding on the University and on the Resident for the entire Term of Contract and cannot be terminated except under conditions cited in this Contract.
- B. Summer Session requires a separate contractual agreement and is for that session only.

6. Services Period

- A. The University agrees to furnish to the Resident a space in the Residence Halls, hereinafter referred to as "Room," and to grant the Resident the use of the facilities of the residence hall. The University agrees to supply a food service ID (via the Resident's RebelCard), which grants the Resident the appropriate number of meals in a dining facility at times when classes and final exams are being held. These dates are further specified in the Services Calendar.
- B. Neither room accommodations nor meal service is provided during periods between Fall and Spring semesters. Room accommodations and meal service are provided during Thanksgiving and Spring Break recesses.
- C. The University agrees that the Resident, at they/their own risk may leave or store personal property in they/their Room during the semester recess, but not during the summer period between Spring and Fall semesters.

7. Nondiscrimination

- A. The University agrees to offer residence hall space to eligible students without discrimination based on race, color, creed, religion, national origin, gender, sexual orientation, age, or handicap and commits itself to promote equal opportunity for all in the University residence and dining halls.
- B. In keeping with the mission of the University of Nevada, Las Vegas to promote and support an open and inclusive environment, the Office of Housing and Residential Life at UNLV will make room assignments for all residents consistent with their gender identity. All residents will be assigned based on the gender identified within MyUNLV. If MyUNLV does not list your information (gender, preferred name etc...) in the way that you identify/prefer please contact the Registrar's Office.

8. Room Assignments

- A. The University agrees to consider the information and preferences indicated in the Assignment Preferences section on the housing application. However, no guarantee of a specific Room assignment is offered, implied, or made hereby.
- B. The University agrees not to alter the Resident's Room assignment, once made,

except for disciplinary reasons, catastrophe, closing of facility, consolidation of vacancies, compliance with ADA regulations, unavailability of space, unpaid Residence Hall fees, or at the request of the Resident.

C. The University reserves the right to consolidate vacancies.

9. Furnishings

A. The University agrees to provide the Resident with the following room furniture and furnishings: one (1) single bed, one (1) mattress, one (1) desk and chair, and clothing storage space. Two (2) wastepaper baskets will be provided for each room. Curtains or blinds will be provided for room windows.

i. Deluxe Single rooms will be furnished with one (1) full size bed, one (1) full size mattress, one (1) desk and chair, one (1) sectional sofa, one (1) TV stand, one (1) 32" TV and clothing storage space. One (1) wastepaper basket will be provided for each room. Curtains or blinds will be provided for room windows.

10. Utilities

A. The University agrees to provide reasonable heat, air conditioning, water, electricity, plumbing and waste disposal consistent with University policies during the Contract services period.

11. Sanitation

A. The University agrees to provide working plumbing services and to provide trash removal from areas as specified by the Office of Housing & Residential Life.

B. The University agrees to assist residents with cleaning services for hallways, common lounges, and common restrooms. The Resident is responsible for regular cleaning and trash removal of they/their room and bathroom.

C. The University agrees to provide laundry machines and dryers in each group of residence halls.

12. Repairs

A. The University agrees to make all repairs and perform maintenance in the residence hall and the Resident's Room through its authorized personnel. Repairs will be made to the Room and University furnishings upon request or in accordance with routine schedules.

13. Room Entry and Inspections

A. The University affirms its respect for each Resident's right to privacy in they/their Room and agrees to give reasonable notice prior to making inspections for damage and cleanliness.

B. The University regards room entry for purposes of improvements, maintenance, cleaning, recovery of unauthorized University-owned property, and fire and safety as necessary for the health and general welfare of all residents; therefore entry is agreed to and authorized by the Resident.

C. The University and Resident agree that entry and search of rooms by University or law enforcement officials for purposes of discovering violations of University

regulations or local, state, or federal law will be consistent with state and federal laws.

- D. Except as indicated in this section, the University agrees that entry without notice will be made only in emergencies or to enforce University policies and to protect or ensure protection of life, limb, or property.

14. Fee and Service Changes

- A. The University reserves the right to change fee rates and discontinue facilities and services not expressly agreed in this contract.

15. Liability - Assumption of Risks

- A. Neither the University nor its designated property manager (AVS Housing Group, LLC) nor its successor assume responsibility for any Resident's or other person's loss of money or valuables or for loss of or damage to property, or injuries sustained on the premises, including without limitation those caused by criminal conduct of other persons, including theft, assault, vandalism or other acts of third parties.
- B. The University urges the Resident to obtain insurance against such losses. Student health and accident insurance is available from the Student Health Center on campus. Renter's insurance is available from many property insurers and may be available from the homeowner's insurer for the parents of certain students.
- C. Resident agrees to hold harmless, release, defend and indemnify the University and its designated property manager and its/their respective employees, affiliates, members and Regents ("Released Parties") from all loss, liability and/or claims for injury or death to persons or damage or theft to property arising in whole or in part from: (i) the negligent acts, omissions or intentional wrongdoing of Resident or they/their guests; or (ii) the use, occupancy, presence at or other interaction with the premises or any part or contents thereof by Resident or they/their guests.
- D. Resident agrees to reimburse, indemnify and hold harmless the Released Parties from any and all claims, lawsuits, actions, costs, damages (including liquidated damages as specified) or losses, including reasonable attorneys' fees, costs and expenses that a Released Party incurs or may incur as a result of any breach of this Contract by Resident.
- E. Nevada Law (NRS 41.035) limits the University's liability for injury to person or property. Nothing in this Section 15 or in this Contract is intended to waive nor should be construed as a waiver of such limitation.

**Resident Obligations**

16. Enrolled Status

- A. The Resident agrees to become and remain enrolled as determined by they/their admission classification for each academic semester within the period of this Contract and to report to the Office of Housing & Residential Life any failure or inability to register for classes on or before the opening of the residence halls for occupancy each semester.
- B. The University agrees that the Resident does not automatically lose eligibility for living in residence halls when dropping to less than full-time credit hours as

determined by they/their admission classification for any one semester within the Term of this Contract. Eligibility will continue as long as the resident maintains they/their enrollment.

- C. The Resident agrees to vacate the assigned residence hall space and check out at the hall office within 48 hours after loss of status as an enrolled student. If the Resident fails to vacate within the 48 hours, the University may take possession of the assigned space, change the locks to that room/suite, and charge all costs associated with that change to the Resident.

#### 17. Fees and Payments

- A. The Resident agrees to pay residence and dining hall fees for residence hall accommodations and services according to the current residence and dining hall “Fees and Payment Dates”.
- B. The Resident agrees that any deviation from the established schedule of payment must be approved by the Office of Housing & Residential Life in advance of payment due date.
- C. The Resident agrees to pay a late payment penalty after any due date according to the University late payment penalty schedule. The late payment penalty for residence halls fees is assessed IN ADDITION to any penalty assessed for late payment of tuition fees.
- D. The Resident agrees that failure to make payments as prescribed does not relieve the Resident of Contract obligations and understands that nonpayment may result in denial of residence hall services, in cancellation of current student enrollment, and in denial of subsequent University registration until the amounts due are paid. Delinquent accounts may be turned over to a collection agency. In such cases, the Resident will be liable for all collection fees.
- E. The Resident agrees to pay the activity fee assessed by Residence Hall Association and collected with Residence Hall fees on behalf of Residence Hall Association.
- F. Any Resident that signs this Contract and does not move into the Residence Hall (“No Show”) will be subject to the terms and conditions of this Contract until a contract release is completed. The Resident will be responsible for all charges against they/their account.

#### 18. Food Service

- A. The Resident agrees that the meal options choice is binding for the entire Term of Contract EXCEPT THAT:
  - i. The Resident may change they/their meal plan through the third week of classes each semester. After that time, no change may be made for that semester. Approval is contingent upon the current meal balance and dining dollar balance. This change will become effective within two-three business days.
  - ii. Any additional fee or refund that may be due will be calculated based on the effective date of the change.
  - iii. The Resident agrees to pay a processing fee to change the meal plan.
  - iv. Dining Dollar amounts will be adjusted depending on the meal plan

change.

- B. The Resident agrees to obtain they/their RebelCard and to present it to gain access to each authorized meal.
- C. Unused meals will not be reimbursed.
- D. Meals from an individual resident's meal plan may not be transferred to another individual resident's meal plan.
- E. The Resident agrees to report a lost RebelCard and to purchase a replacement card prior to the next meal service. Meals charged against an unreported lost meal card will not be reimbursed.
- F. The Resident is required to have a meal plan.
- G. The "All Dining Dollar" meal plan is for returning residents or non-traditional independent students only. The Office of Housing and Residential Life reserves the right to determine which students are eligible for this meal plan.

#### 19. Assignments

- A. The Resident agrees to provide the University with the information and preferences requested on the housing application for the purpose of hall, room, and roommate assignment.
- B. The Resident agrees to officially check in at the assigned residence hall each semester and to accept the assigned space.
- C. The Resident agrees to observe the hall/room change procedures established by the University and to have prior written approval from the Housing & Residential Life Office before making a change of hall and/or room assignment.
- D. If a vacancy occurs in the assigned room, the remaining Resident(s) agree to accept other roommates as assigned.
- E. The Resident agrees that, should he/she fail to occupy the assigned space by noon of the first class day each semester, the Resident's assignment to a particular room (or suite) may be forfeited unless she/he has requested the Housing & Residential Life Office to retain the assignment. In such a forfeiture of assigned space, the Resident agrees to accept other available residence hall accommodations.
- F. The Resident agrees that upon acceptance to a special living area, she/he will participate in the program requirements or move to another room upon University request.
- G. The Office of Housing and Residential Life seeks to efficiently and effectively utilize all available spaces in housing to accommodate the housing needs of all students. The purpose of the consolidation policy is to ensure spaces for incoming students and rectify the inequitable condition which exists when many students end up living alone (without roommates) in rooms traditionally designated as double rooms/suites.

#### 20. Care of Facilities

- A. The Resident agrees to be directly and financially responsible for keeping the assigned room and its furnishings clean and free from damage, reasonable wear and tear excepted, to cooperate with roommates in the common protection of property and in maintenance of the living space, and to promptly advise the University of any deteriorating conditions of the room or its furnishings so timely

repairs can be made.

- B. The Resident agrees not to modify or cause or allow the modification of the assigned room or other parts of the building except as expressly permitted in writing by the Office of Housing & Residential Life. The Resident agrees not to paint, move in additional furniture, adhere items to walls that cause holes or damage, or install non-university approved lofts.
- C. The Resident agrees to pay actual charges when assessed for room damages or special housekeeping or maintenance services necessary due to misuse or abuse of facilities for which the Resident is responsible or to pay an equal portion of charges assessed to all occupants of a room when those persons responsible fail to assume responsibility for the charges.
- D. The Resident agrees to use common areas, residential corridor and rooms, and equipment and furnishings in a careful and proper manner, to contribute to the orderliness and cleanliness of all areas, to cooperate in the common protection of property, and to promptly advise the University of any deteriorated or hazardous conditions so timely repairs can be made. The Resident agrees to pay actual charges when assessed for public area damages or special housekeeping or maintenance services necessary due to misuse or abuse of facilities for which all residents are responsible or to pay an equal portion of charges assessed to all residents of the building when those persons responsible fail to assume responsibility for the charges.
- E. The Resident agrees to be responsible for the key/cardkey to they/their assigned building, room, or suite, not to have the key duplicated, not to transfer use of the key, and to (if applicable) surrender the key at the end of each semester upon check out for the recess period.
- F. The use of scooters, roller skates, skateboards, or two wheeled self-balancing board/hover boards other wheeled transportation devices by nondisabled students on or adjacent to Housing and Residential Life property is prohibited.
- G. The storage of motorized scooters, bicycles, two wheeled self-balancing board/hover boards or other wheeled transportation devices by nondisabled students on or adjacent to Housing & Residential Life property is prohibited. The Resident agrees to pay actual charges when assessed for damage caused by the use of such items.

## 21. Behavior and Conduct

- A. The Resident agrees to become aware of and observe all published rules affecting they/their status with the University, including, without limitation, the Housing & Residential Life Terms & Conditions, Guide to Community Living, Nevada System of Higher Education Student Handbook, Student Code of Conduct, and Rules and Disciplinary Procedures for members of the University community, and posted residence halls rules established by University officials and/or residence hall student governing bodies.
- B. The Resident agrees storing, possessing, using, distributing, selling, bartering, manufacturing, exchanging, or giving away controlled substances as defined by the Nevada Revised Statutes is a violation of the Nevada System of Higher Education Student Conduct Code. The student may face University disciplinary

action as well as legal consequences. The Nevada System of Higher Education has implemented a zero tolerance policy in relation to these types of offenses. Allegations that can be substantiated will result in Contract termination plus liquidated damages for the involved resident.

- C. The Resident agrees to conduct themselves in such a manner as to allow others the quiet enjoyment of the residence halls and dining commons. The Resident agrees to avoid causing excessive noise and/or disruptive behavior and understands that he/she may be required to provide and use earphones or to remove stereos or musical instruments from the room if the use of such equipment is causing a disturbance.
- D. The resident agrees that behavior that interferes with the quiet enjoyment of the premises by other residents, behavior that attempts to force another resident to move from their space, and/or behavior that discriminates against another resident, particularly roommates, suitemates and newly assigned residents, will be considered by the University to be sufficient grounds for reassignment and disciplinary action.
- E. To ensure the quiet enjoyment of the residence halls, the resident agrees to abide by established quiet hours and courtesy hours, which may vary from floor to floor. During quiet hours, within reason, noise is restricted to the occupant's room such that the Resident agrees that noise from conversation, electronic devices, musical instruments, and the like will not be heard outside of the room. Residents on Study-Intensive floors agree to a 24-hour quiet hour policy.
- F. The Resident agrees to membership in the respective student governing bodies of the residence hall to which the Resident is assigned, including all rights, privileges, and responsibilities of such membership.
- G. The Resident agrees that occupancy of the assigned room is limited to the individuals assigned to that room, that the room will be used only as personal living space, and that the space will not be loaned, rented, leased, subleased, licensed or sublicensed to, or otherwise occupied by persons not assigned by the University to that space, for any length of time.
- H. The Resident agrees that use of the assigned room or any part of residence halls and dining facilities to advertise, sell, solicit, or conduct a business by any other person is prohibited, except as authorized in writing by the Housing & Residential Life Office.
- I. Harassment is any verbal, visual, electronic, or physical conduct that is sufficiently severe, persistent, or pervasive that it adversely affects, or has the purpose or logical consequence of interfering with, any student's educational program or creates an intimidating, hostile, or offensive environment within the University community. Harassing any person because of race, ethnicity, religion, gender, sexual orientation, age, creed, national origin, disability, veteran status, or on any other basis will not be tolerated. Violations of this policy may result in disciplinary action as outlined in the Student Code of Conduct and the Rules and Disciplinary Procedures for the members of the university community.
- J. All spaces, including resident rooms, balconies and entryways, within Housing & Residential Life are designated nonsmoking areas (e-cigarettes are also prohibited in these locations). Violations of this policy may result in disciplinary action as



outlined in the Student Code of Conduct.

- K. Residents are responsible for choices they make. In the presence of a policy violation, you may attempt to stop the violation, contact residential staff, and/or immediately remove yourself from the situation and the vicinity of the violation. If you choose to remain at the scene of a policy violation, you will be included on the incident report and may also be held accountable for a policy violation.

## 22. Breach of Contract

- A. Any act or omission that is inconsistent with the terms of this Contract, the NSHE Code, Nevada System of Higher Education Student Handbook, Student Code of Conduct, Guide to Community Living or any rules or regulations promulgated by Nevada System of Higher Education's Department of Housing and Residential Life, or the University shall constitute a breach of this Contract.
- B. The Resident agrees that the University reserves the right to reassign or remove from the Residence Halls, residents who, by their behavior, have exhibited disregard for the residential community and/or the specific living area environment, the Terms and Conditions of this Contract, or University rules and regulations.
- C. The Resident understands that breach of Contract may also result in assessment of liquidated damages in the amount of 75 percent of the pro-rated contract rate for the remaining Term of the Contract (calculated on a per-diem basis for housing charges and as to unused meals and dining dollars for meal plans).
- D. The Resident agrees that the University reserves the right to *temporarily* reassign or remove from the residence halls residents who, by their behavior, have exhibited disregard for the residential community and/or the specific living area, the Terms and Conditions of this Contract, or University rules and regulations.

## **Mutual Provisions**

### 23. Withdrawal from the University and Contract Inactivation

- A. The parties agree that this Contract may be inactivated only under the conditions listed below. Written documentation and request must be given to and approved by the Housing & Residential Life Office.
  - i. Withdrawal from the University after paying fees but before classes begin;
  - ii. Non-enrollment;
  - iii. Affiliation with special University programs away from the metropolitan Las Vegas area for the entire semester;
  - iv. Academic dismissal;
  - v. Graduation from the University of Nevada, Las Vegas;
  - vi. Change in medical status sufficient to prohibit adequate functioning within the residence hall or that would be intensified within the residence hall after reasonable adjustments in assignment, access, or other modification. Pre-existing conditions that may become the basis for a request for release must be identified when the Contract is submitted.
- B. The Resident whose Contract is inactivated during the semester must visit the Housing & Residential Life Office to arrange for departure and/or for any refund due (Section 28). The Resident must remove all personal belongings and officially

check out at they/their residence hall office within 48 hours of the Contract inactivation or of withdrawal from the University. If the Resident fails to vacate within 48 hours, the University may take possession of the assigned space, change the locks to that room/suite, and charge all costs associated with that change to the Resident.

- C. After this Contract has been inactivated, if the Resident becomes enrolled full time during the Term of Contract, the Resident agrees to fulfill any balance of the term of this Contract with the University.

24. Termination by Resident / Contract Buyout

- A. Residents may obtain relief from the financial obligations of the Contract upon payment of the formulated costs of 75 percent of the pro-rated Contract base rate for the full remaining Term of Contract, calculated on a per-diem basis for housing charges and as to unused meals and dining dollars for meal plans. Credit will be given for any payment on the Contract previously made at the time of buyout.

25. Release From Contract Obligations

- A. Authority for release from any Contract obligations as outlined in Sections 23, 24, 25, and 27 is held solely and exclusively by the Housing & Residential Life Office.
- B. Release from Contract obligations is not given after the beginning date of the Term of Contract other than as outlined in Sections 23, 24, 25, and 27. The University assumes that the person signing this Contract has reviewed they/their financial resources and medical, religious, dietary, and other needs prior to signing this Contract.
- C. The Resident who moves out of a residence hall during the Term of Contract WITHOUT a release from Contract obligations and remains enrolled continues to be liable for residence hall room and board fees, which will accrue against they/their account whether or not services are taken.

26. Termination by the University

- A. The Resident agrees that the University may terminate this Contract upon breach hereof. In the event of termination, the University may take possession of the assigned space within 48 hours after the Contract has been terminated. If the Resident fails to vacate the space within 48 hours, the University may change the locks to the room/suite and charge all costs associated with that change to the Resident.
- B. The Resident understands that the University may terminate this Contract if the Resident has unpaid fees or charges, current or previous, with the University or if the Resident was ineligible for a Contract offer for any reason.
- C. In the event of termination under this Section 26, the Resident will remain responsible for payment of 100 percent of the Contract base rate for the full Contract Term.

27. Contract Cancellation

- A. Residents may cancel this Contract prior to commencing occupancy, only with

written notice by the following dates and under the following terms:

i. New Residents

1. A Contract beginning with the Fall Semester may be canceled by written request delivered by July 1, 2021. A Contract beginning with the Spring Semester may be canceled by written request delivered by January 2, 2022. After these dates, if the applicant cancels the Contract and does not move in due to non-enrollment at the University, a \$500.00 cancellation fee will be due (with no further buyout fee).

ii. Returning (Renewing) Residents

1. A Contract beginning with the Fall Semester may be canceled by written request delivered by July 1, 2021. A Contract beginning with the Spring Semester may be canceled by written request delivered by January 2, 2022. Cancellation requests submitted on or before these dates will require a \$500.00 cancellation fee. After these dates, cancellation or failure to move in will be treated as termination under Section 24.

- B. Written notice of cancellation must be made to the Office of Housing & Residential Life. Notification by other means, including telephone calls, or to other University offices will not be accepted and will not constitute a cancellation.
- C. The Resident agrees to the Terms and Conditions of the Contract until written approval is given to they/their request for Contract cancellation.

28. Refunds

- A. The application fee is nonrefundable.
- B. All fees paid for Residence Hall occupancy will be refunded (with the exception of the \$125.00 application fee and the applicable cancellation fee) if the Contract is timely cancelled as provided in Section 27.
- C. If the Contract is not cancelled, the Resident will be responsible for all housing and dining charges.
- D. In the event the Resident does not attend the University, prepaid early arrival fees will not be refunded.
- E. Termination of this Contract as the result of disciplinary action will result in forfeiture of residence and dining hall fees.
- F. If space is not available due to maximum occupancy, the Contract may be withdrawn by the University and the initial payment fee will be refunded in full.

## **UNLV Office of Housing and Residential Life Policies and Procedures**

### **Alcohol**

Housing & Residential Life and the University comply with all federal, state, and municipal regulations regarding the sale, possession, and consumption of alcoholic beverages. Housing & Residential Life policies are intended to foster an atmosphere conducive to individual choice concerning the responsible consumption of alcohol. The misuse of alcohol, therefore, does not in

any way limit the responsibility of residents for the consequences of their behavior.

**In keeping with Nevada state law, only residents who are 21 years old or older may consume alcoholic beverages. Alcohol may be consumed only in the privacy of the resident's own room or in a room of another resident who is at least 21 years old. Residents under the age of 21 may not consume alcohol nor may alcohol be brought into an "underage room" — that is, a room in which either resident is under 21 years old.**

**The quantity of alcohol that may be brought into a room of a legal-aged resident is a quantity that would contribute to responsible personal use.** Beer kegs, party balls, other bulk alcohol containers, and devices that are created for the rapid consumption of alcohol ("beer bongs") are prohibited in the residence halls. Possession of more than 24 12-ounce containers of beer, 1.89 liters of distilled spirits ("hard liquor"), or three 750 milliliters bottles of wine in any one room constitutes a level of alcohol that promotes excessive alcohol consumption that can lead to community disruption and is therefore, not permitted.

**Alcohol is not permitted in common areas** regardless of the age of the residents involved. Common areas include, but are not limited to, balconies, lounges, hallways, lobbies, elevators, and outside the buildings.

**Underage residents who are found in possession of or are in the presence of alcohol or any resident who is in possession of alcohol in an underage room or in a common area will be required to immediately dispose of the alcohol.** Violations of the alcohol policy will be addressed as prescribed in the Alcohol Violation Response Policy.

### **Alcohol Violation Response Policy**

The misuse (underage drinking, drinking in unauthorized areas, etc.) and abuse of alcohol (drinking to an extent such that one's behavior and judgment are impaired or result in disruption of others) are the primary contributing factors to behavioral problems in the residence halls. The effects of alcohol misuse and abuse include excessive noise, interpersonal conflicts, and vandalism. The individual who misuses or abuses alcohol not only negatively affects the community but also endangers him/herself. This policy is designed, first, to assist the resident who, through the misuse or abuse of alcohol, is violating community standards and, second, to protect the community from the effects of the resident who continues to misuse or abuse alcohol.

1. Upon initial\* alcohol-related violation of community standards and the University Student Code of Conduct, the resident will be required to meet with a university judicial officer and will be assigned to complete an Alcohol Assessment On-Line Program. This program will cost the participant a minimal processing fee.
2. Upon a second\* alcohol-related violation, the resident will be required to attend the University Alcohol Awareness Intervention Workshop. This three-hour workshop is designed to assist the resident in understanding they/their alcohol use behavior and make decisions regarding more appropriate behavior.
3. Upon a third\* alcohol-related violation, the resident will be referred to Counseling and Psychological Services for a drug/alcohol assessment to determine if alcohol abuse counseling or other intervention is warranted. In addition, the resident will be required to comply with a behavioral contract designed to eliminate they/their use of alcohol within

the residence hall community and to prevent him/her from being under the influence of alcohol in the residence hall community. The resident will pay the cost of the drug/alcohol assessment.

4. Should the prior efforts fail and another\* alcohol-related violation occurs, the resident will be considered to have no control over they/their behavior. Given the pattern of community violations and the need to prevent further violations, the resident will be presented with two options:
  - a. Enter an alcohol abuse treatment program and remain in treatment until self-control is regained.
  - b. Face Contract termination.

\*While this policy is structured in a step-by-step sequence to provide the resident with the opportunity to learn from they/their choices and to accept the responsibility of those choices, the Nevada System of Higher Education Office of Student Conduct and Housing & Residential Life retain the right to respond to the resident at any level and in any manner that is appropriate, given the context of the situation.

### **Appliances**

Fire hazards, personal injuries, and property damage can result from the use and storage of the following appliances in the residence halls: grills (BBQ or otherwise), stoves, unapproved microwaves, hot plates, toaster ovens, space heaters, sun lamps, halogen lamps, and electric blankets. Therefore, these items are NOT allowed in the residence halls. Increased bug and rodent populations, food spoilage, and odors also result from trying to cook in residence hall rooms that are not equipped with adequate cooking facilities. Hot air poppers, coffee pots, and other appliances that have enclosed elements and Underwriter's Laboratory approval may be used in student rooms. Approved appliances should be plugged directly into a wall receptacle. Only approved power strips can be used. Multi-plug adapters and extension cords shall not be used. Power strips cannot be plugged into another power strip.

### **Behavior and Conduct**

Your Residence and Dining Hall Contract outlines a set of behavioral conditions to adhere to during the duration of your contract. As a resident, you agree that "behavior that interferes with the quiet enjoyment of the premises by roommates, behavior that attempts to force a roommate to move out of a room, and behavior that discriminates against a current roommate or against a newly assigned occupant will be considered by the university to be sufficient grounds for reassigning the current occupants and taking disciplinary action." Furthermore, you have agreed that "occupancy of the assigned room is limited to residents assigned to that room, that the room will be used only as living space, and that the space will not be loaned to or occupied by persons not assigned to that space." Should you have questions about the behavioral expectations outlined in the Housing & Residential Life contract, please contact your Residential Life Coordinator.

### **Bicycles and Vehicles**

Bicycles and vehicles, including gas or electric powered transportation cannot be stored anywhere in the residence halls (except those permitted through the Americans with Disabilities Act). During building evacuation, bicycles that are stored in the building can become obstacles, inhibiting a resident's ability to leave the building quickly and safely. Bicycle racks are located outside each residence hall. A sturdy locking device is recommended as protection against theft. You are also encouraged to register your bike with University Police. Housing & Residential Life residents are subject to the University's parking rules.

### **Candles and Incense**

The use and/or storage of candles or incense can result in injuries, fires, and property damage. Therefore, candles, incense, or other devices with an open flame are **NOT** permitted in the residence halls.

### **Consolidation**

The Office of Housing and Residential Life seeks to efficiently and effectively utilize all available spaces in housing to accommodate the housing needs of all students. The purpose of the policy is to ensure spaces for incoming students and rectify the inequitable condition which exists when many students end up living alone (without roommates) in rooms traditionally designated as double rooms/suites. As such, the office reserves the right to utilize the following consolidation policy, as needed:

1. After the traditional room change week each semester, at semester breaks, and in emergency situations, the Office of Housing & Residential Life reserves the right to consolidate students residing alone in multiple occupancy rooms. This means that a student, upon notification, may be required to vacate her/his room and move into another space on campus. This is an effort to use each room to its capacity.
2. If at any time, a resident's roommate should move out, the remaining resident will be notified by the Office of Housing and Residential Life of their options, which may include finding a new roommate or in some cases, opting to pay for a double-as-single room. Depending on the circumstances, students will be given a specific amount of time to determine the option that is most fitting for their situation. Students opting to fill their vacancy will be offered assistance by the Office of Housing and Residential Life.
3. Housing and Residential Life staff will coordinate an opportunity for students to meet other students who have been identified for consolidation.
4. Should you be identified for consolidation with-in a few weeks of final exam period, you will need to keep your room sufficiently clean for the arrival of a new roommate at any time without notice.
5. Any attempt on the part of the remaining student to discourage, refuse or intimidate a potential or newly assigned roommate is a violation of Housing & Residential Life policies. If the Office of Housing and Residential Life receives information that a resident is discouraging prospective roommates, the student may be subject to student conduct protocol and may be assessed the single room rate on a pro-rata basis for the remainder of the semester. Should your room not be "roommate ready" at any time, you will be assessed the cost of cleaning and repairing it to a suitable condition.
6. It is the intention of the Office of Housing and Residential Life to notify any remaining

roommate of another person moving into a vacancy. However, under some circumstances (such as emergency moves or late admits) this notification may not be possible. It is best for students residing in rooms alone to stay in close contact with the Office of Housing and Residential Life about their circumstances.

7. Students living in a room/suite with a vacancy will receive correspondence from the Office of Housing and Residential Life describing their options. Students required to move due to the consolidation policy will be required to move within seventy-two (72) hours of receipt of their e-mail.
8. The Office of Housing and Residential Life will make efforts to keep students affected by the Consolidation Policy within the same building and suite type (if available spaces exist).
9. Students with vacancies are encouraged to seek out roommates or a new room/suite during the traditional Room Change Week period.

### **Controlled Substance Violation Response Policy (Drug Policy)**

The storing, possessing, using, distributing, selling, bartering, manufacturing, exchanging, or giving away of controlled substances/drugs or the possession of drug paraphernalia as defined by the Nevada Revised Statutes is a violation of the Nevada System of Higher Education Student Conduct Code. It has been well established that in locations where these activities occur, theft, assault, vandalism, and other crimes occur more frequently. The association between the presence of controlled substances/drugs and behaviors antithetical to a safe/secure living environment requires strong action to minimize the potential negative effect. Therefore, allegations of storing, possessing, using, distributing, selling, bartering, manufacturing, exchanging, or giving away controlled substances/drugs or the possession of drug paraphernalia will be thoroughly investigated according to the Student Conduct Code procedures. The student may face university disciplinary action as well as legal consequences. **Nevada System of Higher Education Housing & Residential Life has implemented a ZERO TOLERANCE POLICY in relation to these types of offenses. Allegations that can be substantiated will result in Contract termination plus liquidated damages for the involved resident.**

### **UNLV Medical Marijuana Housing Policy**

Nevada State law permits the use, possession, and cultivation of medical marijuana. However, federal law prohibits use, possession, and/or cultivation in educational institutions and other recipients of federal funds. The use, possession, and/or cultivation of medical marijuana is therefore prohibited in University of Nevada Las Vegas housing facilities on the University of Nevada Las Vegas premises. Even if a student, faculty or staff member possess a Medical Marijuana Registry identification card under Nevada State Law permitting the use, possession, and/or cultivation of medical marijuana, this activity cannot occur on University of Nevada Las Vegas premises. Therefore, a student may submit a request to the Assistant Vice President for Student Services or designee to be released from the Residence and Dining Hall Contract.

### **Fire Alarms**

Smoke detectors, fire extinguishers, alarm pull stations, and fire alarm horns are there for resident safety in case of fire. Covering or tampering with safety and emergency equipment

jeopardizes everyone's safety and is strictly prohibited. Allegations of tampering with fire equipment that can be substantiated will be referred to the Nevada System of Higher Education Office of Student Conduct. In addition, the involved residents may face Housing & Residential Life action as well as legal consequences.

### **Furniture**

Furniture in the lounges and study areas is provided for the benefit of all residents and is to remain in common areas. As outlined in your Residence and Dining Hall Contract, residents cannot move additional furniture into their rooms and/or remove any furniture from their rooms without permission from the Housing & Residential Life Office. Furthermore, residents agree to use common area equipment carefully and properly. Removal of lounge furniture from its original location is considered theft, and residents found in violation of this policy may be referred to the Housing & Residential Life Disciplinary System as well as the University Disciplinary System. In addition, residents are responsible for common area furniture damage and costs associated with moving the furniture back to its original location. Missing furniture may be recovered through announced room inspections.

### **Guests**

Residents may invite guests into their residence hall, understanding that the host resident must escort the guest whenever they/their is in the building and may not charge or accept any payment or other consideration for allowing a guest access to a residence hall. Guests must adhere to all University rules and residence hall policies and procedures and the hosting resident is responsible for they/their guests' actions. It is the responsibility of the host to inform the guest of these rules. The host can be held financially responsible for the actions of the guest as well as face disciplinary action for the guest's behavior. In cases of misconduct, the guest may be removed from the residence hall and prohibited from returning. Roommates will determine when guests may visit the room (mediation by staff will occur if consensus cannot be reached). Overnight visitation is allowed for no more than 3 days per month for any guest (combining stays in any residents' rooms), with the approval of the roommate. No guest may stay overnight in a residence hall room without the host resident being present. Residents of one residence hall are considered guests in all other residence halls and therefore, must adhere to guest procedures.

### **Lost Keys/RebelCard**

The safety of the residence halls is a primary concern for the Nevada System of Higher Education and Housing & Residential Life staff. Access to the residence halls is restricted in an effort to increase resident safety. Room access cards (your RebelCard) provide access to residence hall rooms. A lost access card can provide a nonresident with access to a building community and room if the card is not reported missing. It is very important that lost room cards be reported immediately to the Office of Housing and Residential Life so that security can be maintained. When reporting a lost card, your card's access will be revoked to ensure your room security.

### **Lounge and Common Area Use**



Lounges and study areas are provided for the benefit of all residents. They are available for residents to use to host friends, as a meeting space, to watch TV, to study, or to play games. Due to the potential of personal injury, property damage, and noise, corridors and lounges are not to be used for sporting events or horseplay. Because lounges cannot be locked like room doors, residents or guests may not sleep in the lounges unless it is part of an official hall-sponsored event. Alcohol and smoking (including e-cigarettes) are not permitted in common areas. Furniture may not be removed from the lounges to be relocated to a resident's room, another floor, or outside of the building. Unapproved banners or displays may not be hung or affixed to the outside of a building or in interior public areas.

### **Meal Plan Changes**

Residents may change they/their meal plan through the third week of classes each semester (due to the brevity of summer terms we do not offer meal plan change options). After that time, no change may be made for that semester. Approval is contingent upon the current meal balance and dining dollar balance. This change will become effective within two-three business days. A processing fee will be charged to change the meal plan. Meal Plan Change Forms are available at the Housing & Residential Life Office. Any additional fee or refund that may be due will be calculated based on the effective date of the change.

### **Meningitis Vaccination Requirement**

In addition to the immunizations required for all Nevada System of Higher Education students, state regulations require freshmen under 23 years of age to have an immunization for Neisseria meningitidis in order to reside in an on-campus Housing & Residential Life facility. Students must provide proof of the Neisseria meningitidis vaccine directly to the Office of the Registrar.

### **Pets**

Safety and sanitary considerations prohibit the presence of pets in the residence halls. Except for fish, pets are prohibited from being inside residence halls. If a pet is found in the building, the responsible resident(s) will be asked to remove the pet within 24 hours. If the pet is not removed within the given time period, the Residential Life Coordinator may have the pet removed at the risk and expense of the resident. In addition, the responsible resident(s) will be charged for cleaning and any damages that were caused by the pet during its stay in the residence halls. Requests for service animals in the residence halls must be processed through the Disability Resource Center.

### **Quiet Hours & Courtesy Hours**

All residential communities will have the opportunity to establish Quiet Hours except for the pre-set Quiet Hours from 10:00 p.m. to 8:00 a.m. The "Study Intensive" community has 24-hour Quiet Hours. Residents on the Study Intensive floor cannot choose less restrictive Quiet Hours than those pre-set. Residents who are not able to abide by these expectations may be moved to a non-Study Intensive floor. During quiet hours, residents are responsible for maintaining a level

of quiet such that sound, electronic or otherwise, shall not be heard outside the confines of their room. Failure to abide by listed or selected quiet hours may result in judicial action and potential removal for repeated offenses.

When quiet hours are not in effect, all of the communities have courtesy hours. During courtesy hours, residents are expected to maintain a level of quiet such that they are not disrupting others. Residents are expected to confront others if they are being disrupted; residents are also expected to respond to others' noise complaints by reducing the level of noise. Resident Assistants or the community may mediate disputes involving courtesy hours.

### **Residence and Dining Hall Contract**

All University of Nevada, Las Vegas Housing & Residential Life residents have signed and agreed to the terms and conditions of the Residence and Dining Hall Contract for the entire stated term. Students who have housing contracts are expected to honor the provisions of those contracts to the fullest while living on campus. Be sure to read your contract and all of its terms and conditions carefully so that you will know what is expected of you, including the following.

1. **Contract Duration**

As stated in your contract, "the Residence and Dining Hall Contract is effective for the full academic year, fall and spring semester, or for such portion of the academic year as may remain at the time this contract is signed. This contract is binding on the university and on the resident for the entire term of contract and cannot be terminated except under the conditions cited in this contract."

2. **Contract Release**

For information and conditions about contract releases, terminations, cancellations, and refunds, please refer to your Residence and Dining Hall Contract or contact the Housing & Residential Life Office. The Office of Housing and Residential Life must approve all contract adjustments. A resident who moves out of a residence hall during the term of contract WITHOUT a release from contract obligations and remains enrolled at the university continues to be liable for residence hall room and board fees, which will accrue against they/their account whether or not services are taken.

### **Room Changes**

Residents may request a room change during the third week of classes each semester. In order to request a room change, first discuss the request with the RA then obtain a Room Change Request Form. Complete the form and return it to a RA. You may need to schedule an appointment to meet with the Residential Life Coordinator to discuss the request. The nature of the request (that is, how restrictive in the terms are of where to live) and the number of room vacancies will determine how quickly the request can be honored. During periods of full occupancy, only mutual "room swaps" can be approved. Residents who change rooms without written permission will be required to move back to their original rooms and follow the proper room change procedures.

### **Student Conduct Code**

The Board of Regents has defined the behavioral expectations for students as well as the procedures to be used when violations of these expectations occur. The code can be thought of as the university rules and disciplinary procedures. Please become familiar with the code so that you are aware of the rules that apply to you while living on campus. You may view the Student Conduct Code at <https://www.unlv.edu/studentconduct/forms>.

## **Weapons**

The Nevada System of Higher Education Dangerous Weapon Policy states: “Dangerous weapons will not be permitted on campus without the express written approval of the Nevada System of Higher Education President or Authorized Designee. This policy shall apply to all persons on the campus of the University of Nevada, Las Vegas, except law enforcement officers in the performance of their duties.” The residence halls are on the university campus and, therefore, dangerous weapons as defined by Nevada Revised Statutes (NRS) 202.265 are not permitted in the residence halls. Residents found in possession of firearms or weapons of any type (real or facsimile) will be subject to Housing & Residential Life and University disciplinary action.

## **UNLV Office of Housing and Residential Life Network and Computer Lab Use Policies**

### **General**

1. Housing & Residential Life network connections (ResNet), labs, and equipment are for use by residents of UNLV Housing & Residential Life only.
2. Housing & Residential Life network connections, labs and equipment are for academic use only. Any other use, commercial or otherwise, is prohibited.
3. Residents shall not change hardware or software configuration of Housing & Residential Life equipment. To request any change, including software installation or reconfiguration, contact Rebel Repair at 702-895-5324.
4. Residents shall not use the Housing & Residential Life network in a manner that intentionally or negligently disrupts normal network use and service. Such disruption includes, but is not limited to, the intentional or negligent propagation of computer viruses; sending offensive messages; knowingly causing a system crash; or denying reasonable use of Housing & Residential Life network and computer resources to others; the violation of others' personal privacy; and the unauthorized access to protected and/or private network resources.
5. Residents shall not violate the legal protection provided by copyrights, licenses, or other legal means. They shall not make copies of any licensed or copyrighted computer program found on any Housing & Residential Life or other Nevada System of Higher Education computer or storage device. They shall not share with others: messages, information, or data that is private, licensed, proprietary, or covered by non-disclosure agreements.
6. Residents are responsible for any printing to Housing & Residential Life printers from their account, computer, or network connection. Residents are responsible for the print charges generated by that printing.
7. The Nevada System of Higher Education CODE sections covering computer and

network usage shall be followed. Copies of the relevant sections may be obtained by calling 702-720-3300.

### **Network Connections**

1. Housing & Residential Life network connections are provided for client use only. Servers are not permitted. Servers include any device that offers services over the network or that allows incoming network connections.
2. Housing & Residential Life network connections are a shared resource. Residents shall limit the network traffic to and from their computer to an amount that allows others reasonable use of the network. For example, a user should refrain from long term, continuous downloading of media files, applications, or other large files.
3. Residents shall keep a working anti-virus program installed, keep their anti-virus definitions current, and keep the critical system updates current.

### **Lab Use**

Residents must have their Nevada System of Higher Education identification card (RebelCard) with them to use any Housing & Residential Life computer lab. All computer labs and equipment are to be used in the following priority order:

1. Academic uses (papers, projects, e-mail, internet browsing, etc.).
2. Internet entertainment (non-academic web browsing, personal e-mail, games, IRC etc.).

To prevent damage to the printers, only the paper purchased by Housing & Residential Life may be used in the Housing & Residential Life computer lab printers. Residents found in violation of these policies; or any federal, state or local law; will be asked to leave the labs and/or may lose network connection privileges; and may be subject to disciplinary action and/or prosecution.

### **Nevada System of Higher Education Copyright Policy Annual Disclosure**

Nevada System of Higher Education respects the rights of copyright holders and seeks to discourage and prevent copyright infringement on campus. We want you to be aware of the laws and policies concerning the illegal downloading and sharing of copyrighted material.

All users of the Nevada System of Higher Education network, including computer labs and wireless network users, are required to abide by and comply with all state and federal laws and Nevada System of Higher Education policies governing copyrights and trademarks.

### **What is Copyright Infringement?**

From the U.S. Department of Education:

*Copyright infringement is the act of exercising, without permission or legal authority, one or more of the exclusive rights granted to the copyright owner under section 106 of the Copyright Act (Title 17 of the United States Code). These rights include the right to reproduce or distribute a copyrighted work. In the file-sharing context, downloading or uploading substantial parts of a copyrighted work without authority constitutes an*

*infringement. Copyrighted materials can include, but are not limited to, text, graphics, music, movies, presentation and photographs.*

When you share or download files using peer-to-peer (P2P) file sharing software you leave behind a digital fingerprint that can be easily traced back to you and the Nevada System of Higher Education Copyright holders regularly monitor traffic from file sharing software and send notices to networks found to be violating copyright law. Under the Digital Millennium Copyright Act (DMCA), network owners such as Nevada System of Higher Education are required to respond to these notices.

### **Civil and Criminal Penalties**

From the U.S. Department of Education:

*Penalties for copyright infringement include civil and criminal penalties. In general, anyone found liable for civil copyright infringement may incur either actual damages or “statutory” damages affixed at not less than \$750 and not more than \$30,000 per work infringed. For “willful” infringement, a court may award up to \$150,000 per work infringed. A court can include other costs and attorneys’ fees. For details, see Title 17, United States Code, Sections 504, 505. Willful copyright infringement can also result in criminal penalties, including imprisonment of up to five years and fines of up to \$250,000 per offense.*

### **Penalties at Nevada System of Higher Education**

In addition to the civil and criminal penalties, we would like to remind you that Nevada System of Higher Education policies forbid the sharing or distributing of copyrighted material without the consent of the author. Failure to comply with these policies may result in restriction or loss of University network access and/or disciplinary action through the Office of Student Conduct.

### **Notification Procedures**

Nevada System of Higher Education employs a vigorous program of accepting and responding to DMCA notices sent from copyright holders. Learn about Nevada System of Higher Education’s process and find out how it could affect you: <http://oit.unlv.edu/p2p>.

### **Legal Alternatives**

You have many alternatives to illegal file sharing and downloading in order to avoid civil, criminal, and policy entanglements. Learn about the legal alternatives: <http://www.educause.edu/legalcontent>.

## **ADDENDUM to UNLV Office of Housing & Residential Life Residence and Dining Hall Contract Summer Session 2021**

## **Fall 2021 – Spring 2022 Academic Year**

This Addendum is hereby added to the UNLV Office of Housing & Residential Life Residence and Dining Hall Contract (the “**Contract**”). Capitalized terms used in this Addendum but not defined shall have the meanings assigned to those terms in the Contract.

Resident understands and acknowledges that COVID-19 is a global pandemic. On March 13, 2020, the President of the United States declared that the outbreak of COVID-19 in the United States constitutes a national emergency. The Governor of the State of Nevada also declared a State of Emergency in the State of Nevada because of COVID-19.

With full appreciation of these facts, Resident understands and acknowledges that the decision to move into the Residence Halls is voluntary. Resident understands and agrees that residing in the Residence Halls involves certain risks, which include potential exposure to and infection by COVID-19. In consideration of University issuing the Contract allowing Resident to move into the Residence Halls, Resident **expressly** and **knowingly** agrees as follows:

### **INFORMED CONSENT**

Resident understands and acknowledges that COVID-19 is highly contagious, that it is believed to spread mainly from person-to-person contact, and that residing in the Residence Halls may increase the potential for Resident to be exposed to, or infected by, COVID-19, including through interaction with fellow residents, fellow students, faculty, staff, volunteers, visitors and vendors. In addition, Resident understands that by being exposed to, or infected by, COVID-19, Resident 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 those of Resident, and that there may be other risks not known to Resident or not reasonably foreseeable at this time. Resident further understands and agrees that any injury, illness, temporary or permanent disability, or death that Resident may sustain by any means is Resident’s responsibility, except for those occurrences due to the University’s gross negligence or intentional misconduct.

### **ASSUMPTION OF RISK**

Resident knowingly and voluntarily assumes all risks associated with living in the Residence Halls, including but not limited to, the risk of illness, death, bodily injury, temporary or permanent disability, exposure to and/or infection with COVID-19, and other risks that are unknown at this time. With full understanding of the aforementioned risks, Resident **knowingly and voluntarily** assumes all such risks, both known and unknown, even if arising from the acts of UNLV, unless they arise from gross negligence or intentional misconduct by the University and/or the Released Parties, and Resident assumes full responsibility for COVID-19 related consequences of Resident’s decision to reside in the Residence Halls.

### **RELEASE, WAIVER OF LIABILITY AND INDEMNITY**

To the extent authorized by law, Resident agrees not to sue and hereby releases and forever discharges the University and the Released Parties from all present and future claims,

liabilities, losses, demands, causes of actions (known or unknown), suits, judgments, costs, expenses and attorneys' fees, of any type for any harm or loss (including, but not limited to, those arising from economic loss, death, illness, disability, injury or property damage) which arise out of, occur during, or are in any way the result of exposure to, or infection by, COVID-19, in connection with residing in the Residence Halls, REGARDLESS OF WHETHER THE DEATH, ILLNESS, DISABILITY OR INJURY IS CAUSED BY NEGLIGENCE OF THE UNIVERSITY OR THE RELEASED PARTIES, UNLESS CAUSED BY THE GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT OF THE UNIVERSITY AND/OR THE RELEASED PARTIES, AND REGARDLESS OF WHETHER THE DEATH, ILLNESS, DISABILITY OR INJURY, OCCURS BEFORE, DURING OR AFTER RESIDENCE IN THE RESIDENCE HALLS. Resident further agrees that the University and/or the Released Parties are not in any way responsible for any loss, death, illness, disability, injury or damage that Resident sustains as a result of Resident's own acts.

Resident agrees to indemnify, defend, and hold harmless the University and the Released Parties for any and all liability whatsoever for any and all damages, losses or injuries (including personal injury, death, illness, medical expenses, disability, loss of capacity, property damage, court costs, attorneys' fees, or other loss) which arise out of, result from, occur during, or are connected in any manner with Resident's occupancy of the Residence Halls. Resident understands and acknowledges that this Addendum, including the waiver, release, and indemnification, shall be binding on Resident and Resident's heirs, family, estate, executors, administrators, representatives, successors, and assigns.

#### **REPRESENTATIONS AND CONSENT TO TESTING**

1. Resident consents to testing in the event the Resident shows symptoms of COVID-19. According to the Center for Disease Control ("CDC"), symptoms of COVID-19 may include, but are not limited to, fever, cough, loss of smell, or shortness of breath.
2. Resident will inform the University if he/she/they has experienced COVID-19 symptoms in the fourteen (14) days prior to commencing occupancy.
3. Resident will not travel outside of the United States or to an area under a travel health advisory within fourteen (14) days prior to commencing occupancy, or during the Contract Term.
4. Resident will not care for, or have close contact with, any person with COVID-19, with any person reasonably suspected of having COVID-19, with any person who traveled outside of the United States, or with any person who traveled in an area under a travel health advisory within fourteen (14) days prior to commencing occupancy.
5. Resident acknowledges that food and beverage options on campus, including the Dining Hall, may be limited, and that available options may consist of "grab and go" service only.
6. Resident agrees to comply with, and conduct himself/herself/themself in accordance with, all University policies and procedures adopted in response to COVID-19, including policies restricting visitors, guests, events, and social activities, and policies restricting resident occupancy in common areas, and answering questions related to any contact tracing.

7. Resident acknowledges and agrees that the University has the right to terminate the Contract if the University determines that my conduct is detrimental to the best interests of the University, or if my conduct violates policies or procedures instituted by the University to reduce the spread of COVID-19.
8. Resident acknowledges and understands that the circumstances regarding COVID-19 are changing from day to day and that, accordingly, the CDC guidelines and related University policies are regularly modified and updated, and Resident accepts full responsibility for being familiar with the most recent updates (including those relating to self-monitoring, self-reporting, social distancing, use of face coverings, and hygiene).
9. Resident consents to being relocated to another Room, building, hotel, residence or dwelling, on or off campus, in the discretion of the University, it is in the best interest of the Resident's health and safety and/or the health and safety of other residents or staff of the Residence Halls.

### **FORCE MAJEURE**

Neither University nor Resident shall be considered in default in the performance of its obligations under the Contract if such performance is prevented or delayed by "Force Majeure." Force Majeure shall be understood to be any cause which is beyond the reasonable control of the party affected and which is forthwith, by notice from the party affected, brought to the attention of the other party, including but not limited to, war, hostilities, revolution, civil commotion, strike, lockout, epidemic, pandemic, accident, fire, wind or flood or because of any law, order, proclamation, ruling, regulation, directive or ordinance or any government or subdivision of government, or because of any act of God. In the event the University is unable to provide Resident housing because of Force Majeure, the University will provide Resident a prorated refund under the Contract of the Residential Life Room fee and Residential Life Meal Plan fee. Other activity and student fees may not be refunded by the University. In the event that the University is unable to provide Resident housing because of Force Majeure, Resident would be responsible for Resident's costs of moving all personal items (and/or storing, as applicable) out of the Residence Halls and making needed travel arrangements, just as a Resident would do at the normal expiration of the Contract Term.

### **CONTROLLING LAW**

Resident agrees that this Addendum is to be construed under the laws of the State of Nevada (excluding any laws or principals regarding the conflict or choice of laws), including the provisions of Nevada Revised Statutes Chapter 41.

### **SEVERABILITY**

If any term or provision of this Addendum shall be held invalid, illegal, unenforceable, or in conflict with any law governing this Addendum, the validity of the remaining portions of the Addendum shall continue in full legal force and effect.

### **CERTIFICATION**

Resident hereby certifies that Resident has read this entire document, understands its terms, that by signing it, Resident is giving up substantial legal rights that Resident might otherwise have, and that Resident has signed it knowingly and voluntarily.



**UNLV Office of Housing and Residential Life**  
**Terms & Conditions Acknowledgment**

In signing this contract, I acknowledge I have received a copy of my housing contract. I agree to read and abide by the Terms and Conditions of the Residence and Dining Hall Contract as published separately for the full term of the contract. Those Terms and Conditions are incorporated herein by this reference to same as if set forth herein in full. I understand that this agreement obligates me to reside in the residence halls for the entire academic year or remainder thereof as applicable.

**Student Name** \_\_\_\_\_

**NSHE ID Number** \_\_\_\_\_

**Student Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**Parent/Guardian Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

*(If student is under 18 years old at the time of signing this contract)*