

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

## Fall 2023-Spring 2024 Academic Year

This UNLV Office of Housing & Residential Life Residence and Dining Hall License Contract (“**Contract**”) is a legally binding contract entered into by and between the individual signing this Contract (“**Resident**”) to reside in the Residence Halls (defined below) and the Board of Regents of the Nevada System of Higher Education (“**NSHE**”), on behalf of the University of Nevada, Las Vegas (hereinafter referred to as “**University**” or “**UNLV**”) for the agreed-upon Contract Term (defined below).

The “**Residence Hall(s)**” refer to the First-year and traditional Residence Hall Living as described on the UNLV website (currently located at <https://www.unlv.edu/housing/housing-options/complexes-and-buildings>, but placement on the UNLV website is subject to change).

“**Room**” is the space assigned to the Resident in the applicable Residence Hall for the agreed-upon Contract Term.

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

By electronically signing the Contract, you, the Resident, further represent that you have read, understand, and accept the terms and conditions of this Contract, and are knowingly and voluntarily agreeing to be legally bound thereby.

If Resident is not yet eighteen (18) years of age at the time this Contract is executed, Resident’s parent or legal guardian must also electronically execute and be a party to this Contract.

Please read all sections of this Contract carefully prior to signing (electronically) and submitting this Contract which includes the below Terms and Conditions (the “**Terms and Conditions**”), the UNLV Office of Housing & Residential Life Policies and Procedures (“**Policies and Procedures**”), the Office of Housing & Residential Life Network and Computer Lab Policies (“**Housing Technology Policy**”), and the Addendum to the UNLV Office of Housing & Residential Life and Dining Hall License Contract (the “**Addendum**”).

### Terms and Conditions

Resident and University agree to adhere to the Terms and Conditions set forth herein.

1. Contract Execution
  - A. Provided Resident meets all eligibility requirements, and subject to space availability, this Contract is duly executed when:

- i. The “**Housing Application**” (currently set forth at <https://www.unlv.edu/housing/apply/applying-for-residence-hall-housing>, but placement on the UNLV website is subject to change) is properly submitted and;
        1. The Resident electronically signs the Contract.
        2. The nonrefundable \$125.00 “**Housing Application Fee**” is paid by the new Resident.
      - ii. The Resident receives confirmation of their Room assignment, Meal Plan, and all associated fees at the email address provided by Resident on MyUNLV.
    - B. The University shall assign each Resident’s Room, in its discretion, based on numerous factors, including but not limited to availability, date that the Housing Application and Housing Application Fee are received, and Resident’s participation in specific residential programs. Acceptance and processing of this Contract by the University does not constitute approval of academic admission to the University.
    - C. By signing this Contract, Resident certifies that all information in the Housing Application is truthful, accurate, and complete. Resident hereby confirms that Resident is not a convicted and/or registered sexual offender and covenants that Resident will not permit access to the Residence Halls by any convicted and/or registered sexual offender. To the maximum extent permitted by law, University reserves the right, at its sole discretion, to determine if any past or present behavior, conduct, or activity of any Resident is such that the interest of University, Resident, and/or other students would be best served by denying the Housing Application, not assigning the Resident to a Room and/or terminating the Contract.
  2. **Contract Nontransferable**

This Contract is Resident’s personal, non-transferable license to occupy and use the Room. The Resident may not lease, sublease, license, sublicense, assign, delegate or otherwise grant any rights under this Contract to any other party.
  3. **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 UNLV student taking six (6) or more credits is eligible to enter into this Contract with the University.
    - B. Exception to the regular student taking six (6) or more credits status may be provided if, in consultation with the UNLV Office of Financial Aid & Scholarships, International Programs, and/or the UNLV Disability Resource Center (as applicable), it is determined that the Resident requires special accommodations. \* Note, Bridge student participants in good standing can be provided housing per this Contract upon the Office of Housing & Residential Life’s confirmation of their status with the UNLV department managing the Bridge program.
    - C. Resident must, at all times during the Contract Term, remain in good standing

with the University. For the purposes of this Contract, “good standing” means that Resident does not have any outstanding fees or acts of academic or behavioral misconduct and has complied or is complying with any and all sanctions imposed by the University.

- D. Residents must have all immunizations required by applicable law/regulations or by the Nevada System of Higher Education. 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. Except as otherwise expressly communicated to the residents by University in writing (email acceptable), residents must provide proof of the Neisseria meningitidis vaccine and any other applicable vaccines/immunizations directly to the Office of the Registrar as set forth at forth on the Registrar’s website (currently located at- <https://www.unlv.edu/registrar/immunizations>).
  - E. Residents must comply with any applicable University infectious disease (including but not limited to COVID-19) requirements related to residing in an on-campus Housing & Residential Life facility or UNLV enrollment that may be implemented during the Contract Term.
  - F. Resident must not be a “registered sex offender” as defined in Title 4, Chapter 1, Section 36 of the Board of Regents Handbook.
  - G. Failure to meet and maintain the above eligibility criteria shall be grounds for the University to terminate this Contract. If this Contract is terminated based upon Resident’s failure to meet and maintain such eligibility criteria, Resident may be charged the applicable cancellation fees set forth in this Contract.
4. Contract Duration and Contract Services Period
- 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.
    - i. For the 2023-2024 academic year, the “**Contract Term**” dates are as follows:
      - 1. Fall 2023: August 24, 2023 – December 16, 2023
      - 2. Spring 2024: January 13, 2024 – May 11, 2024\*The above dates include the first day of Residence Hall move-in and last day of move-out. These dates would only be modified with advance written (email acceptable) notice.
  - B. Winter Break housing requires a separate contractual agreement. All residents are sent a Winter Break application via email prior to the start of Winter Break that describes the criteria for application acceptance. Not all applications are accepted.
  - C. Summer Session requires a separate contractual agreement which is for that session only. Residents will be notified via email when the Summer Session contract application is available. Residents are responsible for filling out any Summer Session contract application.
  - D. For information and conditions about Contract releases, terminations,

cancellations, and refunds, please refer to this Contract or contact the Office of Housing & Residential Life. The Office of Housing & 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 (Meal Plan) fees, which will accrue against they/their account whether or not services are taken.

- E. Neither Room accommodations nor the Meal Plan in the Dining Commons are provided during the period between the Fall and Spring Semesters. Room accommodations and the Meal Plan in the Dining Commons are provided during Thanksgiving and Spring Break recesses.
  - F. The University agrees that the Resident, at they/their own risk may leave or store personal property in they/their Room during the Winter Break recess, but not during the Summer Sessions or between the Spring and Fall Semesters.
  - G. Information and specific dates of services regarding the Meal Plan, Dining Dollars, and campus Dining Services can be found at: <https://www.unlv.edu/housing/dining-plans> (the exact location on the website is subject to change) and in Section 15 of this Contract.
5. Nondiscrimination
- A. University agrees to comply with all applicable federal, state, and local authorities requiring nondiscrimination, including but not limited to Titles VI and VII of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990 (ADA), and the Age Discrimination Act of 1975. University is an equal opportunity employer. The University does not exclude from participation in, deny the benefits of, or subject any individual to discrimination on the basis of race, color, national origin, sex, sexual orientation, gender identity, disability, income, protected veteran status, limited English proficiency, or any other status protected under applicable federal, state, or local law.
  - 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 & Residential Life at UNLV will make Room assignments for all Residents based on the gender identified within MyUNLV as recorded with the Office of the Registrar. If MyUNLV does not list your information (gender, preferred name etc..) in the way that you identify/prefer, please contact the Office of the Registrar.
6. Room Assignments
- A. University agrees to consider the information and preferences indicated in the Living Requests Section on the Housing Application. However, no guarantee of a specific Room assignment is offered, implied, or made in this Contract or in the Housing Application.
  - B. University agrees not to alter the Resident's Room assignment, once made, except for disciplinary reasons; catastrophe; closing of facility/Residence Hall;

consolidation of vacancies; force majeure (including any pandemic considerations); fire, life and safety considerations; applicable changes in law or NSHE/University policies that necessitate Room change(s); compliance with ADA regulations; change of gender identity; unavailability of space; unpaid Residence Hall fees; or at the request of the Resident.

- C. University reserves the right to consolidate vacancies.
  - D. 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 resident assistant (“RA”), then obtain a Room Change Request Form, complete the form, and return it to a RA. Residents 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.
7. 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, one (1) dresser, a clothing storage space, one (1) wastepaper basket, and one (1) recycle basket. Curtains or blinds will be provided for room windows.  
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, a clothing storage space, one (1) wastepaper basket, and one (1) recycling basket. Curtains or blinds will be provided for room windows.
8. 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.
9. 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.
10. 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.

11. 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 local, state, and federal laws.
- D. Except as indicated in this Section, 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.

12. Liability - Assumption of Risks

- A. The University will not assume responsibility for any resident's or other person's loss of money or valuables or for loss of or damage to property, or for 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. 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 insurance of the Resident's parents/guardians.
- C. Resident agrees to hold harmless, release, defend, and indemnify NSHE, the University and its respective employees, affiliates, members, and Regents ("**Released Parties**") from all losses, 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 of they/their guests; and for (ii) the use, occupancy, presence at ,or other interaction with the premises/Residence Hall(s), 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 or in this Contract is intended to waive nor should be construed as a waiver of such limitation. Notwithstanding anything to the contrary herein and regardless of choice of law, University hereby asserts and shall be entitled to claim sovereign immunity and be entitled to all applicable

liability limits and statutory protections, including, but not limited to those set forth in NRS Chapter 41.

### **Resident Obligations**

#### 13. Enrolled Status

- A. The Resident agrees to become and remain enrolled as determined by they/their admission classification for each academic semester within the Contract Term (or remain in good standing with the Bridge program, as applicable), 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 during the Contract Term.
- B. 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 Contract Term. Eligibility will continue as long as the Resident maintains they/their enrollment (or good standing with the Bridge program, as applicable).
- C. The Resident agrees to vacate the assigned Residence Hall Room and check out at the applicable Residence Hall office within 72 hours after loss of status as an enrolled student (or loss of good standing with the Bridge program, as applicable). If the Resident fails to vacate within the 72 hours, the University may take possession of the assigned Room, change the locks to that Room, and charge all costs associated with that change to the Resident.

#### 14. Fees and Payments

- A. Rates are set annually and published on the Housing and Residential Life website (<https://www.unlv.edu/housing/costs/residence-hall-costs>). University reserves the right to change rates following not less than sixty (60) days' prior written (email acceptable) notice to Resident.
- B. In consideration for the right to occupy the Room, Resident hereby agrees to make payments to the University in accordance with the Fee Schedule which is located on the Cashiering & Student Accounts website ([www.unlv.edu/cashiering/pay](http://www.unlv.edu/cashiering/pay)).
- C. Residents can view their charges by logging on to their MyUNLV account through the University website ([www.unlv.edu](http://www.unlv.edu)). Payments can be made online via Resident's MyUNLV account, or by check or money order payable to the "NSHE Board of Regents" and mailed or couriered to: Cashiering & Student Accounts, University of Nevada, Las Vegas, Box 451015, 4505 S. Maryland Pkwy, Las Vegas, NV 89154-1015. **DO NOT SEND CASH.** A payment plan is available through Cashiering and Student Accounts.
- D. A late charge of \$25.00 per day (up to \$250), will be assessed for any late payment at the beginning of the applicable semester; or 10% of any remaining balance of payment plan installment past the due date specified on Resident's account. If any payment is one (1) day or more past due, University will place a negative service indicator (or 'Hold') on Resident's account (which negatively impacts Resident's official University records). Additionally, University reserves

the right to terminate this Contract and require that Resident vacate the Room if any payment is thirty (30) days or more past due.

- E. Where the University has agreed in writing (email acceptable) to extend the due date of any payment, Resident shall be required to make all such payments by the due date provided in the written agreement. If Resident fails to comply with agreed upon payment plan or extended due date, Resident will be considered in default of this Contract and the University may, but shall not be required to, terminate the Contract immediately and pursue any and all available remedies.
- F. Resident acknowledges and agrees that failure to make payments as required by the Contract may result in the cancellation, suspension, or termination of components of Resident's Room and Meal Plan, placing negative service indicator on Resident's account, and/or termination of the Contract. All costs associated with the collection of outstanding debts, including, for example, collection fees, collection agency fees, reasonable attorneys' fees, cost of court and other related fees, will be assessed against Resident.
- G. Resident agrees and understands that Resident waives Resident's right to appeal any additional charge related to the Room (such as, by way of example and not limited to, damage, cleaning, and/or fire safety) unless the written appeal is received by Housing and Residential Life within sixty (60) calendar days of the charge being assessed.
- H. If Resident disputes a housing, Meal Plan, or damage charge placed on their account, they must appeal the decision in writing within sixty (60) days from the date the charge is applied on the Resident's account. Requests to appeal a charge can be directed to [housing@unlv.edu](mailto:housing@unlv.edu), and there is one level of appeal. Appeal requests received after this time frame will not be considered.

#### 15. Meal Plan and Dining Services

- A. The University agrees to supply a dining service ID (via the Resident's RebelCard) at the cost of the applicable meal plan, which grants the Resident a specified number of meals in a communal dining facility (referred to as the "**Dining Commons**"), hereinafter referred to as "**Meal Plan**", at times when classes and final exams are being held. There are 236 days of Meal Plan services in the Dining Commons during any academic year. "**Dining Services**" available on campus include the Dining Commons and various retail locations in the UNLV Student Union and at other campus locations. Dining Services at retail locations and in the Dining Commons may be available for additional use/days using a Resident's available Dining Dollars or for individually purchased meals. "**Dining Dollars**" are monies that can be loaded onto a student/resident's RebelCard and used to purchase food and other sundry items at certain campus Dining Services locations, as well as to purchase additional meals at the Dining Commons. Additional information and specific dates of services regarding the Meal Plan, Dining Dollars, and campus Dining Services can be found at: <https://www.unlv.edu/housing/dining-plans> (the exact location on the website is subject to change).
- B. The Resident agrees that their Meal Plan choice is binding for the entire Contract Term EXCEPT THAT:



- i. The Resident may change their Meal Plan through the third week of University classes each Fall or Spring Semester (as applicable- no Meal Plan changes are permitted during the Summer Sessions). After that time, no change may be made for that semester. Approval is contingent upon the current Meal Plan 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 and Meal Plan balances will be adjusted depending on the Meal Plan change.
  - v. Meal Plan Change Forms are available at the Office of Housing & Residential Life.
- C. The Resident agrees to obtain their RebelCard and to present it to gain access to each authorized meal.
- D. Unused meals will not be reimbursed.
- E. Meals from an individual Resident's Meal Plan may not be transferred to another individual Resident's Meal Plan (note, however, that certain Meal Plans have guest meal swipes, and donated Meal Plan swipes can be used for charitable dining programs on campus).
- F. 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.
- G. The Resident is required to have a Meal Plan.
- H. The "All Dining Dollar" Meal Plan is for returning residents or non-traditional independent students only. The Office of Housing & Residential Life reserves the right to determine which residents are eligible for this Meal Plan.
- I. Specific information on campus Dining Services (including retail locations), Dining Dollars, the Dining Commons, and Meal Plans can be found at: <https://unlv.campusdish.com/> (Dining Service's location on the UNLV website is subject to change).

## 16. Assignments

- A. The Resident agrees to provide the University with the information and preferences requested on the Housing Application for the purpose of Residence Hall, Room, and roommate assignment, as applicable.
- B. The Resident agrees to officially check in at the assigned Residence Hall each semester and to accept the assigned Room.
- C. The Resident agrees to observe the Residence Hall/Room change procedures established by the University and to have prior written (email acceptable) approval from the Office of Housing & Residential Life before making a change of Residence Hall and/or Room assignment.
- D. If a vacancy occurs in the assigned Room, the remaining resident(s) agree to keep the vacant Room space(s) empty and to accept other roommates as assigned.
- E. The Resident agrees that, should they fail to occupy the assigned Room by noon (Las Vegas time) of the second day of the Term, the Resident's assignment to a

particular Room may be forfeited unless they have timely requested in writing (email acceptable) that the Office of Housing & Residential Life to retain the Room assignment. In such a forfeiture of assigned Room, the Resident agrees to accept another available Residence Hall Room.

- F. The Resident agrees that upon acceptance to a special living area, they will participate in the program requirements, or move to another Room upon University request.

#### 17. 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/Room, 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 Residence Hall building except as expressly permitted in writing (email acceptable) 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, put foreign objects down toilets or drains, 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 the Room/facilities for which the Resident is responsible or to pay an equal portion of charges assessed to all residents of a Room when those persons responsible fail to assume responsibility for the charges.
- D. The Resident agrees to use the Residence Hall, the Room, common areas, residential corridors, all rooms, equipment, and furnishings in a careful and proper manner; to contribute to the orderliness and cleanliness of all Residence Hall areas; to cooperate in the common protection of property; and to promptly notify 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, 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 their assigned Residence Hall, 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 and/or storage of scooters, roller skates, skateboards, or two wheeled self-balancing board/hover boards other wheeled transportation devices by nondisabled residents 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.

## 18. 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 following: the Contract Terms & Conditions; the Policies and Procedures; the Housing Technology Policy; the Addendum; the Guide to Community Living, as amended from time to time (currently located at <https://www.unlv.edu/housing/resources>, location on website subject to change); the Nevada System of Higher Education Student Handbook, as amended from time to time; the Student Conduct Code, as amended from time to time (<https://www.unlv.edu/studentconduct/forms>); and the Rules and Disciplinary Procedures for Members of the University Community, as may be amended from time to time; and posted (or disseminated via email notification) Residence Halls rules established by University officials and/or Residence Hall student governing bodies. Resident must also comply with all applicable local, state, and federal laws.
- B. The NSHE 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 Student Conduct 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>.
- C. The Resident agrees storing, possessing, using, distributing, selling, bartering, manufacturing, exchanging, or giving away controlled substances as defined by either the Nevada Revised Statutes, by federal law, or by NSHE Code is a violation of the Student Conduct Code. The Resident 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.
- D. 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 they may be required to remove stereos or musical instruments from the Room if the use of such equipment is causing a disturbance.
- E. 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.
- F. 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 and Residence Hall building to building. During quiet hours, within reason, noise is restricted to the resident’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.

- G. 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.
- H. 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.
- I. The Resident agrees that use of the assigned Room or any part of Residence Halls, Dining Commons, and dining facilities to advertise, sell, solicit, or conduct a business by any other person is prohibited, except as authorized in writing by the Office of Housing & Residential Life.
- J. 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 identity or expression, 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 Conduct Code and the Rules and Disciplinary Procedures for the Members of the University Community.
- K. 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.
- L. 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.

#### 19. Breach of Contract

- A. Any act or omission that is inconsistent with the terms of this Contract, applicable law, the NSHE Code (currently located at <https://nshe.nevada.edu/leadership-policy/board-of-regents/procedures-guidelines-manual/>), the Student Handbook, the Student Conduct Code (currently located at <https://www.unlv.edu/studentconduct/forms>), the Guide to Community Living (currently located at <https://www.unlv.edu/housing/resources>), or any rules or regulations promulgated by NSHE, the Office of Housing & Residential Life, or the University (a list of some of the current policies is currently located at <https://www.unlv.edu/policies/related>), 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 of this Contract, or NSHE/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 Contract Term (calculated on a per-diem basis for housing and Meal Plan/dining charges).
- 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 of this Contract, or University rules and regulations.

#### Mutual Provisions

##### 20. 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 Office Housing & Residential Life.
  - i. Withdrawal from the University after paying fees but before classes begin;
  - ii. Non-enrollment (or loss of good standing from the Bridge program, as applicable);
  - 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 Halls or that would be intensified within the Residence Halls 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 applicable semester must visit the Office of Housing & Residential Life to arrange for departure and/or for any refund due pursuant to this Contract. The Resident must remove all personal belongings and officially check out at their Residence Hall office within 72 hours of the Contract inactivation or of withdrawal from the University. If the Resident fails to vacate within 72 hours, the University may take possession of the assigned Room, 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 Contract Term, the Resident agrees to fulfill any balance of this Contract Term with the University.

##### 21. Termination by Resident / Contract Buyout

- A. Residents may obtain relief from the financial obligations of the Contract upon payment of the formulated costs of: (i) 100 percent of the pro-rated Contract base rate for the portion of the Contract Term already elapsed, plus (ii) 75 percent of the pro-rated Contract base rate for the full remaining Contract Term, calculated on a per-diem basis for housing and Meal Plan/dining charges. Credit will be given for any payment on the Contract previously made at the time of buyout.

22. Release From Contract Obligations

- A. Authority for release from any Contract obligations as outlined in this Contract is held solely and exclusively by the Office of Housing & Residential Life.
- B. Release from Contract obligations is not given after the beginning date of the Term of Contract other than as outlined in this Contract. The University assumes that the Resident 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 Contract Term WITHOUT a release from Contract obligations and remains enrolled continues to be liable for Residence Hall room and Meal Plan/dining fees, which will accrue against they/their account whether or not services are taken.

23. 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 Room within 72 hours after the Contract has been terminated. If the Resident fails to vacate the Room within 72 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, the Resident will remain responsible for payment of 100 percent of the Contract base rate for the full Contract Term.

24. Contract Cancellation

- A. Residents may cancel this Contract prior to commencing occupancy, only with written notice by the following dates and under the following conditions:
  - i. New Residents
    - 1. A Contract beginning with the Fall Semester may be canceled by written request delivered by July 1, 2023. A Contract beginning with the Spring Semester may be canceled by written request delivered by January 2, 2024. After these dates, the applicant must cancel the Contract by delivering written notice prior to the scheduled commencement date of the applicable Contract Term **and a \$500.00 cancellation fee will be due.**
  - ii. Returning (Renewing) Residents
    - 1. A Contract beginning with the Fall Semester may be canceled by written request delivered by July 1, 2023. A Contract beginning with the Spring Semester may be canceled by written request delivered by January 2, 2024. 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 21.

- B. Written notice of cancellation must be made in writing 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 that the terms of the Contract will remain fully in effect unless and until written approval is given by the Office of Housing & Residential Life in response to the Resident's written request for Contract cancellation.

25. Refunds

- A. The \$125.00 Housing Application fee is nonrefundable.
- B. All fees paid for Residence Hall occupancy will be refunded (with the exception of the \$125.00 Housing Application fee and the applicable cancellation fee) if the Contract is timely cancelled as provided in Section 24.
- C. If the Contract is not cancelled, the Resident will be responsible for all Housing and Meal Plan/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 housing and Meal Plan/dining hall fees.
- F. If space/room is not available due to maximum occupancy limitations, the Contract may be withdrawn by the University upon written notice.

26. Requirement to Vacate Housing

- A. At the conclusion or termination of this Contract, Resident must check-out of Housing by turning in an Express Check Out Form to the designated location(s). Resident must remove all personal belongings and trash from the Room. Failure to follow this process correctly will result in an improper check-out fee of \$100.00 in addition to applicable cleaning and damage charges.
  - i. If Resident occupies their room assigned for the full Contract Term, Resident is required to vacate by 12:00 PM on Saturday, May 11, 2024, unless Resident has been approved for a Spring Semester late stay or to live in Summer Session housing per a separate Summer Session housing contract.
  - ii. If Resident terminates this Contract prior to the end of the Contract Term, Resident must vacate and remove all belongings within seventy-two (72) hours of approved Contract release.
  - iii. If Resident's property remains in the Room after this Contract has expired or been terminated, the Resident will be charged for removal of any property and daily storage fees. If Resident's property is not reclaimed and storage fees paid within thirty (30) days after the expiration or termination of this Contract, such property will be treated as abandoned property, and the University may donate or otherwise dispose of such property without liability.

27. Failure to Occupy Room Assignment

- A. If Resident fails to physically move into the assigned Room and does not cancel this Contract in writing to the Office of Housing & Residential Life, as provided

herein, Resident is not automatically released from Contract obligations.

- i. If Resident does not occupy an assigned Room by noon of the second day of the applicable semester and is not enrolled in classes (or in good standing with the Bridge program, as applicable), then at the University's option exercised on written notice at any time thereafter, Resident forfeits the assigned Room and will be responsible for prorated housing and dining/Meal plan charges through the date of such forfeiture.
- i. If Resident does not occupy an assigned Room and is enrolled in classes (or in good standing with the Bridge program, as applicable) at the University for the applicable semester, Resident will be held to the cancellation and termination provisions described in Sections 21 and 24.
- ii. If Resident does not occupy an assigned Room and is administratively disenrolled (or removed from the Bridge program, as applicable) for non-payment of fees, Resident will be responsible for prorated housing and dining/Meal Plan charges through the date the University dropped all classes (or lost good standing in the Bridge program, as applicable).
- iii. If Release of Contract form is received, Resident will be responsible for charges outlined in Section 24 based on the date of received Contract release.

#### 28. Controlling Law

Resident agrees that this Contract 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. Any and all disputes arising out of or in connection with this Contract shall be litigated in a court of competent jurisdiction in Clark County, State of Nevada, and Resident expressly consents to the jurisdiction of said court.

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

### **Alcohol**

The Office of Housing & Residential Life and the University comply with all federal, state, and municipal regulations regarding the sale, possession, and consumption of alcoholic beverages. The UNLV Office 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 Student Conduct officer within the Office of Housing & Residential Life or the Office of Student Conduct 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 placed on Student Conduct Probation and 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 and their Conduct Probation timeline will also be extended. 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 resident’s 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 Housing and Dining Hall License 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 Office of Student Conduct and the Office of 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 resident 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 Contract outlines a set of behavioral conditions to adhere to during the Contract Term. 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 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 & 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 of Housing & Residential Life reserves the right to utilize the following consolidation policy, as needed:

1. After the traditional room change week each applicable semester, at semester breaks, and in emergency situations, the Office of Housing & Residential Life reserves the right to consolidate residents residing alone in multiple occupancy rooms. This means that a resident, upon notification, may be required to vacate they/their room and move into another space/room 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 & 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, residents will be given a specific amount of time to determine the option that is most fitting for their situation. Residents opting to fill their vacancy will be offered assistance by the Office of Housing & Residential Life.
3. Housing and Residential Life staff will coordinate an opportunity for residents to meet other residents 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 the Office of Housing & Residential Life Policies and Procedures. If the Office of Housing & Residential Life receives information that a resident is discouraging prospective roommates, the student may be subject to Student Conduct Code protocol and may be assessed the single room rate on a pro-rata basis for the remainder of the applicable 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 & 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 residents residing in rooms alone to stay in close contact with the Office of Housing & Residential Life about their circumstances.
7. Residents living in a room/suite with a vacancy will receive correspondence from the Office of Housing & Residential Life describing their options. Residents required to move due to the consolidation policy will be required to move within seventy-two (72) hours of receipt of their email.
8. The Office of Housing & Residential Life will make efforts to keep residents affected by the Consolidation Policy within the same building and suite type (if available spaces exist).
9. Residents 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 or federal law is a violation of the 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. **The Office of 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 Marijuana Housing Policy**

Nevada State law permits the use, possession, and cultivation of 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 marijuana is therefore prohibited in University of Nevada, Las Vegas housing facilities on the University of Nevada, Las Vegas premises. Even if a resident, student, faculty, or staff member is permitted under Nevada State Law to use, possess, and/or cultivate marijuana, this activity cannot occur on University of Nevada, Las Vegas premises. A resident may submit a request to the Assistant Vice President for Student Life or designee to be released from the Residence and Dining Hall Contract if they require the use of marijuana for medical purposes, but not for recreational use.

### **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 the Office of 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 written permission from the Office of Housing & Residential Life. 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 Office of 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 are in the Residence Hall(s) 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 resident to inform the guest of these rules. The host resident 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 residential housing 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 Office of 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 Residence Hall/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 & 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 Residence Hall building. Unapproved banners or displays may not be hung or affixed to the outside of a University building or in interior public areas.

### **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 a Residence Hall 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. RAs or the residential housing community may mediate disputes involving courtesy hours.

### **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 the Office of Housing & Residential Life and University disciplinary action.

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

### **General**

1. Housing & Residential Life network connections (Currently "**ResNet**," but the specific software is subject to change), 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, email, internet browsing, etc.).
2. Internet entertainment (non-academic web browsing, personal email, games, IRC etc.).

To prevent damage to the printers, only the paper purchased by the Office of Housing & Residential Life may be used in the Housing & Residential Life computer lab printers. Residents found in violation of these policies; or any applicable 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: <https://www.it.unlv.edu/cybersecurity/report-copyright-issues>.

### **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 License Contract  
Fall 2023 – Spring 2024 Academic Year**

This Addendum is hereby added to the UNLV Office of Housing & Residential Life Residence and Dining Hall License 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. The University has put in place preventative measures to reduce the spread of communicable infectious diseases, including without limitation COVID-19; however, Resident understands and acknowledges that infectious diseases are a public health risk, and the University cannot guarantee Resident safety or immunity from infection.

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 infectious diseases, including without limitation 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 there are potential risks of being exposed to or infected by an infectious disease, including without limitation COVID-19. Resident acknowledges that there are infectious diseases, including without limitation COVID-19, that can be highly contagious and 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 an infectious disease, including without limitation 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 an infectious disease, including without limitation 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 an infectious disease, including without limitation 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 infectious disease, including without limitation 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, infectious disease (including without limitation 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 AND RELOCATION**

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 infectious diseases (including without limitation 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 infectious diseases such as, but not limited to, COVID-19.
8. Resident acknowledges and understands that the circumstances regarding existing and new infectious diseases frequently change 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 & Residential Life  
Terms 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 of the UNLV Office of Housing & Residential Life Residence and Dining Hall License Contract for the Contract Term. Those terms 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)*