



DIVISION OF STUDENT AFFAIRS  
Student Housing & Residential Life

## Residence Halls Short Term Guest Service Agreement

This Residence Halls Short Term Guest Service Agreement (this “*Agreement*”) is entered into between the University of Houston, on behalf of the office of Student Housing & Residential Life (hereinafter referred to as “*University*”), and

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Cellular Phone: \_\_\_\_\_

(hereinafter referred to as “*Guest*”).

University agrees to provide a space in Cougar Village, Cougar Village 2, Cougar Place, Bayou Oaks, Moody Towers, The Quad, or University Lofts (the “*University-Operated Residence Halls*”) between the dates of \_\_\_\_\_ and \_\_\_\_\_ (“*License Term*”).

Short term guest residency in University-Operated Residence Halls is available only to individuals who are not enrolled in coursework at the University of Houston (each a “*Guest*”). If at any time between the License Term the Guest enrolls and begins coursework, they will be considered a “student.” Enrolled students do not qualify for Short Term Guest residency. If at any time during the License Term the individual does not qualify as a Guest, the University may terminate this Agreement in accordance with the provisions of the Residence Halls Short Term Guest Service Agreement Terms and Conditions attached to and incorporated within this Agreement for all purposes (the “*Terms and Conditions*”). This Agreement is Guest’s personal, non-transferable license to occupy and use the residence space assigned to the Guest (the “*Unit*”) for limited purposes and is not a lease of University property.

University reserves the right, at its sole discretion to determine if any past behavior, conduct, or activity of any student is such that the interest of University, Guest, and/or other students would best be served by terminating this Agreement. In addition, the Guest acknowledges that convicted and/or registered sexual offenders are not allowed to live in University-Operated Residence Halls and hereby certifies that the Guest is not a convicted and/or registered sexual offender and covenants that Guest will not permit access to University-Operated Residence halls to any convicted and/or registered sexual offender.

This Agreement is legal and binding for the term set forth above in this Agreement and is in effect when University receives the executed copy of this Agreement, which may be accomplished via an electronic means. The Guest’s occupancy of the Unit is governed by and subject to Guest’s compliance with the Terms and Conditions, the Housing Resource Guide (as amended or modified from time to time, the “*Resource Guide*”) published by Student Housing & Residential Life on its website, (<http://www.uh.edu/housing>). By requesting housing and signing below, **Guest acknowledges that they are subject to the Terms and Conditions, the Resource Guide, and the Student Code of Conduct and agrees that Guest will abide by them.**

**State law requires that you be informed of the following:** (1) with few exceptions, you are entitled on request to be informed about the information University collects about you by use of this form; (2) under sections 552.021 and 552.023 of the Texas Government Code, you are entitled to receive and review the information; and (3) under section 559.004 of the Texas Government Code, you are entitled to have University correct information about you that is incorrect.

\_\_\_\_\_  
Guest Signature

\_\_\_\_\_  
Date

## Residence Halls Short Guest Term Service Agreement Terms & Conditions

The provisions of this document, identified and defined as the Terms and Conditions in the attached Residence Hall Short Term Guest Service Agreement (the “*Agreement*”), further describe the terms and conditions applicable to Guest’s license to occupy a Unit pursuant Agreement and constitute material terms of such Agreement. A capitalized term not specifically defined in these Terms and Conditions shall have the meaning assigned to it in the Agreement.

1. **Eligibility**

- a. Guest is required to participate in a structured internship, research or employment/volunteer position in the Houston, Texas or surrounding area for the duration of the License Term. University reserves the right to verify proof at any given time during the License Term.
- b. Guest must be at least eighteen (18) years of age.

2. **Rates and Payments:**

- a. The Unit is charged at the prevailing rates found online at <http://www.uh.edu/housing>. Payment equal to 50% of total fees is due thirty (30) days prior to the first date of License Term. The remaining 50% is due at the midpoint of License Term. University has the right to terminate this Agreement and require that the Guest vacate the Unit if any payment is ten (10) days past due or more.
- b. If Guest has neither paid in full nor come to terms with University on alternate arrangements by the due date posted on the invoice, they will be excluded from the Unit. Payments must be made online through the Student Housing & Residential Life payment portal listed on the invoice or through Student Housing & Residential Life.
- c. Guest acknowledges and agrees that all costs associated with the collection of outstanding debts, including, for example, collection fees, reasonable attorney’s fees, cost of court and other related fees will be assessed against the Guest.
- d. Guest agrees and understands that they waive their right to appeal any additional charge related to the Unit (such as, by way of example and not of limitation, damage, cleaning and/or fire safety) unless the written appeal is received by Student Housing & Residential Life within thirty (30) business days of the charge.

3. **Assignment of Unit:** The Agreement does not cover a specific room or building.

- a. Guest acknowledges and agrees that University has the right to assign Units and/or adjust the physical location Units to maximize space utilization.
- b. University, in compliance with the Civil Rights Act of 1964 and Title 9 of the Higher Education Act, does not discriminate on the basis of age, race, ethnic background, national origin, handicap, veteran status, or gender in any of its policies, practices or procedures.

4. **Termination of Agreement by University:**

- a. University may terminate the Agreement on written notice to Guest because of Guest’s default of its obligations to University, including but not limited to Guest’s obligations under the Agreement. The amount of notice Guest will receive of University’s termination depends on the seriousness of the cause. For example, if the cause is Guest’s nonpayment or that Guest enrolled as a student at the University of Houston, University’s notice will provide sufficient opportunity for Guest to cure their default. Conversely (and by way of example, only), if University has reasonable cause to believe that Guest’s conduct constitutes a threat of imminent harm to Guest, others, or to University property, University shall have the immediate right to exclude Guest from University-Operated Residence Halls.
- b. If Guest’s participation in internship, research or employment/volunteer opportunity should cease for any reason, the Guest will be deemed ineligible. In this event, fees for remaining dates will be prorated and/or refunded according to occupancy dates.
- c. If Guest fails to check into the Unit assigned to them within three days of License Term, the University retains the right to terminate the Agreement. In this event, all submitted fees will be refunded upon request.

**5. Cancellation of Agreement by Guest:**

- a. Cancellation by Guest prior to the first date of License Term is permissible without penalty. All cancellation requests must be submitted in writing to Student Housing & Residential Life by the Guest. Cancellations must be received and subsequently confirmed via e-mail to [housing@uh.edu](mailto:housing@uh.edu). All payments submitted will be refunded in full if Guest has not occupied the unit. Occupying the unit entails taking possession of keys and/or access card.
- b. Cancellation by Guest after the first date of License Term will result in fees equal to each day/night Guest occupies the Unit. If a written cancellation notice is received after the first day of License Term but Guest has occupied the Unit, fees will be refunded for any remaining days post departure. Departure is defined as returning keys and/or access card in addition to removing all personal belongings.

**6. Appeals:** In order to appeal a University of Houston Student Housing & Residential Life fee, the Guest must follow the guidelines below:

- a. Any appeal made must be done in writing, accompanied by supporting documentation and submitted to the Director of Student Housing & Residential Life or designee via e-mail to [housing@uh.edu](mailto:housing@uh.edu) no later than thirty (30) days after the fee was assessed. If Guest fails to file an appeal within this deadline, the Guest's right to an appeal is deemed waived. Appeals not in this format and/or that do not include supporting documentation will be rejected and will not be considered. The Guest will be notified of the outcome of the appeal within thirty (30) business days upon receipt of the appeal.
- b. The decision of the Director of Student Housing & Residential Life or designee regarding the appeal is final. No further appeals shall be considered thereafter.

**7. Notices:** Any notice required or permitted to be given under the Agreement must be in writing and may be served by depositing same with the United States Postal Service, addressed to the party to be notified, postage prepaid and in registered or certified form, with return receipt requested; by hand delivery by reputable courier; or by deposit with Federal Express or other reputable courier for overnight delivery. Notice given as required herein will be effective on the date actually received at the address to which such notice was sent, or if delivery is refused or not accepted, such notice shall be effective on the date of such refusal or failure to accept delivery. For purposes of notice, the addresses of the parties will be as follows or to such other address that the parties may designate in writing.

Director  
Student Housing & Residential Life  
4373 Cougar Village Drive  
Houston, TX 77204-3018

**8. Rules and Regulations:** The Agreement and Guest's occupancy of the Unit is subject to all University rules, regulations, policies and procedures applicable to occupants of University-Operated Residence Halls, including the terms, provisions and conditions of the Resource Guide and the Student Handbook. Guests are subject to all local, state and federal laws.

- a. Among the rights reserved by University and further explained in those publications, University reserves the right:
  - (i) To prohibit convicted sexual offenders from living in campus housing.
  - (ii) To enter any room (including the Unit) for the purpose of inspection, repair, cleaning, inventory, health and safety reviews, and emergencies.
  - (iii) To change or cancel Guest's Unit assignment in the interest of order, health or safety, discipline, or other administrative reasons.
  - (iv) To levy and collect charges for:
    - (A) Damages to room, furnishings, and/or the building, and/or
    - (B) Unauthorized use of room, furnishings, and /or building, and/or
    - (C) Alterations of any room, furnishings, and/or building facilities, and/or
    - (D) Special cleaning necessitated by improper or unreasonable care of room, furnishings, and/or building.
  - (v) To terminate the Agreement if Guest's accounts are not current.
- b. Guest further acknowledges their obligations and responsibilities pursuant to all such rules, regulations and procedures including, but not limited to:

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- (i) fire safety equipment and fire prevention guidelines;
  - (ii) weapons;
  - (iii) access / entry requirements & guests;
  - (iv) alcohol and drugs;
  - (v) maintenance and cleaning of the Unit;
  - (vi) prevention of moisture accumulation and mold; and
  - (vii) Wi-Fi services;
9. **Personal Property:** Guest is required to provide proof of insurance for a minimum of \$20,000 for personal property and \$100,000 liability insurance encompassing all dates within the License Term. University is not responsible for loss or damage to personal property or injury to person regardless of cause. Guest may not authorize or empower another to, remove, alter or damage any furniture or other furnishings provided and located by University within the Unit or any University-Operated Residence Halls; such conduct is considered theft and Guest will be charged the full replacement cost of missing amenity. Any personal property remaining in the Unit after it has been vacated by Guest, whether willingly or not, will be deemed abandoned. Abandoned property will be disposed of as determined by University in its sole discretion.
10. **Utilities; Services:** Each Unit in University-Operated Residence Halls is connected for utility service. University agrees to use commercially reasonable efforts to provide utility-powered services (such as, by way of example and not of limitation, ventilation, heating and air conditioning as well as, depending on the building and the Unit, elevator service, water and wastewater). Under no circumstances will University be held responsible or liable for interruptions in utility service. Further, University's responsibility to restore utility-powered services after an interruption is limited to commercially reasonable efforts. University will provide light housekeeping to common areas.
11. **Indemnification:** TO THE FULLEST EXTENT PERMITTED BY THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS, AND AS CONSIDERATION FOR THE TERMS AND CONDITIONS OF THE AGREEMENT, GUEST AGREES TO RELEASE, INDEMNIFY, PROTECT, DEFEND WITH COUNSEL APPROVED BY UNIVERSITY, AND HOLD HARMLESS UNIVERSITY AND/OR ANY OF ITS DIRECTORS, BOARD MEMBERS, TRUSTEES, OFFICERS, ADMINISTRATORS, AGENTS, EMPLOYEES, LICENSEES, CONTRACTORS, SUCCESSORS AND ASSIGNS ("**UNIVERSITY INDEMNITEES**") FROM ANY CLAIMS, DAMAGES, LOSSES, LIABILITIES, LIENS, COSTS AND/OR EXPENSES, CONTROVERSIES, CAUSES OF ACTION, LAWSUITS, PROCEEDINGS, INJURIES, JUDGMENTS AND EXPENSES (INCLUDING MEDIATION, SETTLEMENT, ATTORNEY FEES, AND OTHER COSTS OR EXPENSES) (EACH, A "**CLAIM**") IF THE CLAIM: (1) IS RELATED TO BODILY INJURY, SICKNESS, DISEASE, DEATH OR LOSS OR DAMAGE TO REAL OR PERSONAL PROPERTY, INCLUDING ANY LOSS OF USE RESULTING THEREFROM (COLLECTIVELY, "**DAMAGE**"); AND (2) CAUSED IN WHOLE OR IN PART BY ANY OF THE FOLLOWING: (A) A NEGLIGENT ACT OR OMISSION BY GUEST AND/OR GUEST'S INVITEES, GUESTS, PERMITTEES, LICENSEES, OR ANY OTHER PARTY FOR WHOSE ACTS GUEST MAY BE LIABLE (EACH, AN "**INDEMNIFYING PARTY**"); OR (B) THE REFUSAL OR FAILURE TO COMPLY WITH ANY OBLIGATION IN THE AGREEMENT BY AN INDEMNIFYING PARTY; OR (C) VIOLATION OF APPLICABLE LAW(S) BY AN INDEMNIFYING PARTY.
- a. Notwithstanding the foregoing provisions of Section 11, Guest shall not be obligated to indemnify University Indemnitees from or against a Claim resulting from the negligence of a University Indemnatee when such negligence is the sole and proximate cause of the Damage which is the basis of the Claim. In the event University and Guest are found jointly liable by a court of competent jurisdiction, liability for the claim will be apportioned comparatively in accordance with the laws of the State of Texas, without waiving any defenses of the parties under Texas law.