

**Live-In Professional Housing Agreement**

This Live-In Professional (L-IP) Housing Agreement (this "Agreement") is entered into by and between the University of Houston ("University"), on behalf of the office of Student Housing & Residential Life (hereinafter referred to as ("*University*")) and

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_

(hereinafter referred to as "*L-IP*") an individual employed and/or appointed by the University as a live-in professional for Student Housing & Residential Life (hereinafter referred to as "*SHRL*")

The University will provide the L-IP the use and occupancy of a University-assigned furnished staff apartment in one of the University's residential buildings for its students ("Apartment") and related benefits and amenities, subject to the terms and conditions specified in this Agreement.

This Agreement is intended to constitute a **license** for the use of an Apartment as assigned by the University, and it is further intended that this Agreement will not constitute a lease and will not create or transfer an interest in or a lien upon real estate.

L-IP's right to use and occupy the Apartment is conditioned upon L-IP's employment or appointment as a live-in professional for SHRL. The Apartment is being provided to the L-IP solely for the purpose of allowing L-IP to carry out their professional responsibilities as a L-IP.

It is also a requirement of L-IP's employment or appointment that the L-IP reside on the University's campus in one of the University's residential buildings for its students and that L-IP establish as their primary residence, the Apartment designated by the University.

L-IP's Apartment will be designated by SHRL in its sole discretion. SHRL will take into account operational and programming needs when designating the Apartment for L-IP. The University may reassign the L-IP to an alternate apartment at any time at the sole discretion of the University.

L-IP may not transfer or assign the right to occupy L-IP's Apartment (or any part of said Apartment), or any of the other rights or benefits granted hereunder, to another person. Additionally, L-IP may not rent, sell, or exchange for cash or other compensation, the Apartment, any portion of it, or any of the benefits and amenities provided under this Agreement.

L-IP's compliance with this Agreement is a condition of L-IP's employment or appointment as a L-IP. L-IP's failure to abide by any of the terms of this Agreement may be grounds for the University to take action against L-IP, including, but not limited to, termination of employment. If L-IP breaches any term of this Agreement, L-IP shall be in default and may be required by the University to vacate pursuant to Section 1, "Separation/Termination" in the Terms and Conditions attached hereto.

The term of this Agreement shall commence on L-IP's first day of occupancy of an Apartment pursuant to L-IP's employment or appointment as a University live-in professional for SHRL regardless of the date of execution and shall continue in effect through L-IP's last day of employment as a University live-in professional or the day L-IP vacates an Apartment, whichever is later.

This Agreement is legal and binding for the term set forth above in this Agreement and is in effect when University receives an executed copy of this Agreement, which may accomplished via an electronic means

L-IP's occupancy of L-IP's Apartment is governed by and subject to L-IP's compliance with the Terms and Conditions (attached hereto), 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/information-guide/housing-resource-guide/index.php>), the Student Housing & Residential Life Operations Manual, and the Student Handbook (as amended or modified from time to time, the "*Student Handbook*") published by the University Office of the Dean of Students on its website (<http://www.uh.edu/dos>). By signing below, L-IP acknowledges that L-IP is subject to the Terms and Conditions, the Resource Guide, the Student Housing & Residential Life Operations Manual, and the Student Handbook, that University may revise such documents at any time during the term of this Agreement in its sole discretion, and agrees and covenants that L-IP will abide by them at all times during the term of this Agreement.

**Form No. OGC-S-2021-01**

**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.

EXECUTED as of the date listed below.

\_\_\_\_\_  
Live-In Professional Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
University Employee Identification Number

**If L-IP is completing a hard copy of this Agreement, please return or mail your Residence Halls Service Agreement to:**  
Student Housing & Residential Life, 4373 Cougar Village Drive , Houston, TX 77204-3018

*Live-In Professional Housing Agreement Terms & Conditions  
On Following Pages*

***Note: Modification of this Form requires approval of OGC***

Live-In Professional Housing Agreement  
Terms & Conditions

The provisions of this document, identified and defined as the Terms and Conditions in the attached Live-In Professional Housing Agreement (this "Agreement"), further describe the terms and conditions applicable to L-IP's license to occupy an apartment (referred to herein as the "Unit" or the "Apartment") pursuant to this 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 this Agreement.

1. **Separation/Termination:** If, for any reason, L-IP's employment with SHRL ends or is terminated, L-IP (and Other Occupants) may be asked to vacate the Apartment within 72 hours or such end or termination, *provided however*, that the University shall have the right to require that L-IP (and Other Occupants) vacate immediately, if the University determines that continued occupancy by L-IP or an Other Occupant represents a threat to the health, safety, or welfare of any member of the University community.
2. **Additional Occupants:** One other adult, L-IP's minor dependent children, and/or minors under L-IP's legal guardianship (collectively "Other Occupants") may reside with L-IP in the Apartment, provided that L-IP has obtained prior approval for each Other Occupant from the University. In order to request University approval of Other Occupants, L-IP shall complete the Additional Occupant in Staff Apartment Protocol. L-IP agrees to abide by the Additional Occupant in Staff Apartment Protocol, which is attached as Appendix A and incorporated as part of this Agreement by this reference
3. **Pets:** L-IPs will be permitted to own, and have in their Apartment, a maximum of one (1) pet. The L-IP wishing to have a pet may have one (1) dog OR one (1) cat. The pet shall be no more than (fourteen) 14 inches in height at the front shoulder and weigh no more than forty (40) pounds at full maturity. The foregoing applies to both purebred and mixed breed dogs. For purposes of this agreement, aggressive or potentially aggressive breeds of dogs are listed below and constitute the Restricted Breed list. No dogs of the following breeds or a mix of any of the following breeds are permitted: Pit Bull (a.k.a. Staffordshire Terrier or Bull Terrier); German Shepherd; Malamute; Doberman Pinscher; Rottweiler; Chow Chow; Husky; Wolf Hybrids. Exceptions to this policy are determined by the Director of Residential Life in accordance with Departmental and University policies. Other Occupants (as defined in Section 2 hereinabove) will not be permitted to have their own separate pets.

L-IP is responsible for the conduct of the pet. L-IP shall ensure the pet is registered with SHRL according to the Student Housing and Residential Life Live-In Professional Animal Policy and Procedure, complies with the terms and conditions of this Agreement, all applicable SHRL and University policies, including, but not limited to, the Student Conduct Code, and all federal, state and local laws. L-IP will also ensure the pet's behavior or actions will not negatively impact L-IP's ability to carry out L-IP's job duties, will not be disruptive to others, and will not interfere with others' quiet enjoyment of the premises.

The University has the discretion to require pet to vacate the Apartment and leave University premises at any time for reasons including, but not limited to the L-IP or pet(s) not complying with the terms and conditions of this Agreement; violating University policies; violating any federal, state, or local laws; or otherwise disrupting the operations of the University or affecting a significant University interest.

4. **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.

If to University:     Housing Manager  
                             Student Housing and Residential Life  
                             4373 Cougar Village Drive  
                             Houston, TX 77204-3018

If to L-IP:             \_\_\_\_\_  
                             \_\_\_\_\_  
                             \_\_\_\_\_  
                             \_\_\_\_\_

5. **Rules and Regulations:** The Agreement and L-IP's occupancy of the Unit is subject to all University rules, regulations, policies and procedures applicable to students and residents of University-Operated Residence Halls, including the terms, provisions and conditions of the Resource Guide and the Student Handbook.
  - 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.

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- (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 L-IP'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 change rates on sixty (60) days' notice.
  - (vi) To terminate this Agreement if L-IP's accounts are not current.
- b. L-IP further acknowledges his or her obligations and responsibilities pursuant to all such rules, regulations and procedures including, but not limited to:
- (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) ethernet services;
6. **Personal Property:** L-IP may not, and will 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 L-IP will be charged the full replacement cost of missing furniture. University is not responsible for loss or damage to personal property or injury to person, regardless of cause. L-IPs are strongly encouraged to insure their personal property and carry liability insurance. Any personal property remaining in the Unit after it has been vacated by L-IP, whether willingly or not, will be removed and stored by University at L-IP's cost and will be deemed abandoned if L-IP has not paid all such charges and collected his or her property within thirty (30) days after the date of vacatur. Abandoned property will be disposed of as determined by University in its sole discretion.
7. **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.
8. **Governing Law and Venue.** This Agreement will be governed by the laws of the State of Texas without regard to choice of law principles. In the event of any suit or action arising from this Agreement, the parties consent to jurisdiction of the courts in Harris County, Texas.
9. **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 THIS AGREEMENT, L-IP 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 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 L-IP AND/OR OTHER OCCUPANTS, L-IP'S INVITEES, GUESTS, PERMITTEES, LICENSEES, OR ANY OTHER PARTY FOR WHOSE ACTS L-IP MAY BE LIABLE (EACH, AN "**INDEMNIFYING PARTY**"); OR (B) THE REFUSAL OR FAILURE TO COMPLY WITH ANY OBLIGATION IN THIS AGREEMENT BY AN INDEMNIFYING PARTY; OR (C) VIOLATION OF APPLICABLE LAW(S) BY AN INDEMNIFYING PARTY.