

**University of Hawai'i at Mānoa**  
**Student Housing Services**  
**2024–2025 Academic Year Residence Hall & Apartment Contract**

1. **PARTIES:** The parties to this Residence Hall & Apartment Contract ("**Contract**") are the University of Hawai'i ("**University**") for the benefit of the University of Hawai'i at Mānoa ("**UH Mānoa**"), Student Housing Services ("**UHM SHS**") and the undersigned student ("**Student**").
  
2. **TERM:** Subject to Section 6 below, the term of this Contract ("**Term**") is for the **2024-2025 Academic Year (Fall Semester and Spring Semester)**. Student shall remain financially liable for the entire Term regardless of the dates Student physically moves into or occupies the on-campus housing accommodations assigned by the University to Student ("**Assigned Space**"). Student is considered moved into or occupying the Assigned Space when Student either places, leaves or stores any personal property or belongings within the Assigned Space or is physically present within the Assigned Space (even in the absence of any personal property or belongings).
  - a. **Start Date.** The Term begins ("**Start Date**") on the earlier of (1) the first day of classes of the semester or session in which Student moves into the Assigned Space or (2) Student's assigned move-in date when the University permits Student to take occupancy of the Assigned Space.
  
  - b. **End Date.** Subject to subsection (i) below, the Term ends ("**End Date**") on the earlier of: (1) 5 pm on the last day of the final examination period of the final academic semester or session of the Term or (2) twenty-four (24) hours following Student's last or final exam of the Term or the date Student completes the last or final assignment or other event that is an alternative to the last or final examination which results in Student completing Student's last or final class, course, lab, practicum, fellowship, internship and/or similar academic/educational session or event contained in Student's registered class/course list of the final academic semester or session of the Term ("**Last Academic Event**").
    - i. Last Academic Event on last day of finals period. If Student's Last Academic Event is due or falls on the last day of the final examination period, Student's End Date is twenty-four (24) hours following Student's Last Academic Event.
  
3. **ELIGIBILITY:** To reside in the Assigned Space, Student must meet the following requirements at all times during the Term:
  - a. **Enrollment at University campus on O'ahu.** Student must be enrolled as a "full-time student" at a University of Hawai'i campus located on the island of O'ahu for the full Term. Full-time Students enrolled at UH Mānoa will be given priority; spaces will be made available to Students enrolled at other University campuses on O'ahu only after all eligible full-time UH Mānoa Students have been assigned.

To qualify as a "full-time student", a Student must be registered for a minimum number of credits as follows:

<u>Type of Term</u>	<u>Undergraduate</u>	<u>Graduate</u>
Academic Year <sup>1</sup> or Spring Semester	12 credits per semester	8 credits per semester
Summer Session(s)	3 credits per session	3 credits per session

<sup>1</sup>Academic Year consists of a Fall Semester and the following Spring Semester

- b. **Good judicial standing.** Student must be in good judicial standing with the University (meaning, that Student must not be subject to sanctions or other consequences related to violation of the University

Student Code of Conduct, University policies, procedures, rules or regulations, UHM SHS Community Standards, and/or this Contract, resulting in the suspension or loss of University housing privileges).

- c. **No delinquencies.** Student must not have any outstanding or pending prior or current year rents, charges and/or fees with UHM SHS that are delinquent or remain unpaid.

If Student fails to meet any of the eligibility requirements for occupying the Assigned Space at any time ("**Status Change**"), including before the Start Date or during the Term, the University reserves the right to refuse housing accommodations and/or terminate this Contract. Student is solely responsible for monitoring and tracking Student's current status and standing within the University. If a Status Change occurs after the Start Date, Student is responsible for immediately notifying UHM SHS in writing of Student's change in status and must vacate the Assigned Space within three (3) days of Student's Status Change.

- 4. **INVOICES, FEES & PAYMENTS:** Student may be assigned to a residence hall, including Hale Aloha (Lehua, 'Ilima, Mokihana, Lokelani), Johnson Hall, Frear Hall, Gateway House, Hale Kahawai & Hale Laulima, and Hale Ānuenue (collectively the "**Residence Halls**"), or an apartment, including Hale Wainani (collectively the "**Apartments**"). Information regarding the total housing fee ("**Housing Fee**") for the applicable Term is available on the UHM SHS website, [https://manoa.hawaii.edu/housing/apply/housing\\_rates/](https://manoa.hawaii.edu/housing/apply/housing_rates/). Student will receive one or more invoices (each, an "**Invoice**") detailing the Reservation Fee and/or Housing Fee for the Assigned Space and, if applicable, the Meal Program Fee for the Meal Program plan selected by Student (all as described in subsections (a)-(c) below), covering the following period(s):

2024-2025 Academic Year (Fall Semester & Spring Semester)		
	1 <sup>st</sup> (Fall) Semester	2 <sup>nd</sup> (Spring) Semester <sup>2</sup>
Housing Fee	Start Date to 12/20/24	12/21/24 to End Date
Meal Program Fee	Start Date to 12/21/24	01/10/25 to End Date

<sup>2</sup>The gap period between Fall Semester and Spring Semester ("**Winter Break**") is included in the Spring Semester invoice for Academic Year Contracts.

For Students assigned to Residence Halls or Apartments during the Academic Year or the Spring Semester, if such Student is assigned an Assigned Space after either the Fall or Spring Semester begins, the Housing Fee and the Meal Program Fee will be prorated based on the Student's Start Date.

- a. **Reservation Fee.** To reserve a space in University on-campus housing accommodations, Student must pay a reservation fee ("**Reservation Fee**") by the deadline stated on the applicable Invoice ("**Reservation Fee Deadline**"). Reservation Fee payment must be made with a VISA or Mastercard via the UHM SHS Payment Portal (see <https://www.housing.hawaii.edu/apply/payment/>). The Reservation Fee amount for the **2024-2025 Academic Year, 2025 Spring Semester and 2025 Summer Sessions** is **Four Hundred and No/100 Dollars (\$400.00)**.
  - i. Application of Reservation Fee. If Student timely assumes occupancy and physically occupies the Assigned Space:
    1. Conversion of portion to security deposit. **One Hundred and No/100 Dollars (\$100.00)** or twenty-five percent (25%) of the Reservation Fee will be converted to a security deposit retained by the University and will be refunded to Student, less any charges for damages and administrative fees, at the conclusion of the Term.
    2. Apply portion to Student account. **Three Hundred and No/100 Dollars (\$300.00)** or seventy-five percent (75%) of the Reservation Fee will be applied to Student's University account ("**MyUH Account**") and will offset balances on Student's MyUH Account including but not limited to Housing Fees.

- ii. Forfeiture. If Student elects not to take occupancy or otherwise fails to timely take occupancy of the Assigned Space, the Reservation Fee will be forfeited in its entirety.
  
- b. **Housing Fee**. Student agrees to pay off the balance of any Housing Fee by 4:00 pm on the Friday (or Thursday, if the Friday is a holiday) preceding the first day of classes of the applicable semester or session referenced in the Invoice ("**Full Payment Deadline**"). Payment may be paid online using a VISA or Mastercard via MyUH Line Pay. Cash and check payments may also be made at the UHM SHS Cashier's Office. Payment options are as follows:
  - i. Option 1 - Payment in full. Student may remit full payment of the Housing Fee for the Invoice ("**Full Payment**") using the MyUH Line Pay option (see <https://go.hawaii.edu/qTy>).
  - ii. Option 2 – Net of Financial Aid Payment. If Student has a confirmed financial aid award and furnishes sufficient evidence of such financial aid award to the University, Student shall submit payment for the amount remaining on the Invoice after deduction or credit for the financial aid award amount ("**Net of Financial Aid Payment**").
  - iii. Option 3 – Payment Based on University Installment Payment Plan (Academic Year and Spring Semester Terms only). For Students residing in University on-campus housing accommodations during the Academic Year or the Spring Semester only, if Student does not have or is unable to furnish the University with sufficient evidence of a financial aid award and/or is unable to submit Full Payment by the Full Payment Deadline, Student must sign up, agree in writing to the terms of, and comply with, the University Installment Payment Plan including timely remittance of all payments required thereunder (see <https://www.hawaii.edu/myuhinfo/payment-plan/#pp5>).
  
- c. **Meal Program Fee**. Participation in the University residential dining program ("**Meal Program**") is mandatory for (1) those assigned to the Residence Halls during the Academic Year or the Spring Semester, and (2) those assigned to the Residence Halls or Apartments during a Summer Session. Participation in the Meal Program is optional for residents of the Apartments during the Academic Year or the Spring Semester. The cost of the meal program selected by Student for the Term ("**Meal Program Fee**") is a separate fee, is prorated on a weekly basis and is not included in the Housing Fee. Any applicable Meal Program Fees are payable at the same time the Housing Fee is due and the same payment options described in subparagraphs (i)-(iii) in subsection (b) above apply.
  
- d. **Overdue payments**. If Student fails to make any payments under this Contract when due, resulting in an overdue balance in Student's account, any or all of the following may occur:
  - i. Late fee. Student will be assessed applicable late payment fees. A \$25.00 late fee will be assessed for each late payment of fees payable to UHM SHS in connection with this Contract, including late payment of the Housing Fee and/or Meal Program Fee.
  - ii. Hold on Student's account. The University will place a hold on Student's account which may adversely impact Student's ability to graduate, obtain academic transcripts and/or transfer credits to another institution. If the overdue balance on Student's account is \$200 or more, Student will not be permitted to register for classes in future semesters, or receive an Assigned Space in a future term, until full payment of the overdue balance is made or submitted by Student and received by the University.
  - iii. Acceleration of remaining obligations. The University may accelerate Student's remaining payment obligations during the Term relating to the Housing Fee and the Meal Program Fee and require Student to immediately submit payments sufficient to cover all such remaining obligations. Failure

to timely submit or remit in full such payment amounts covering Student's remaining obligations under this Contract may constitute a breach of this Contract and result in fines, probation, order to immediately vacate the Assigned Space or dismissal from the University's student housing facilities.

- iv. University may seek to recover overdue amounts. The University reserves the legal right to recover any amounts remaining unpaid in Student's account together with all costs and fees incurred during the recovery process, including but not limited to attorney fees, court costs and collection agency fees. During the recovery process, the University may disclose the overdue unpaid amounts and other relevant information to credit bureaus.

**5. CANCELLATION (Prior to Contract Start Date):** If Student desires to cancel the Contract prior to the Start Date, for any reason including a Status Change, Student must submit a cancellation notice from Student's official University email address to [uhmsh@hawaii.edu](mailto:uhmsh@hawaii.edu) by no later than seven (7) days prior to the Start Date. Student's cancellation of the Contract shall be deemed effective upon the University's receipt of Student's cancellation notice.

- a. **Forfeiture of Reservation Fee.** Once Student returns a signed Contract and submits the Reservation Fee payment to the University but elects not to move into the Assigned Space prior to the Start Date, the Reservation Fee submitted by Student will be forfeited in its entirety to the University.
- b. **Timely cancellation; Refund of Housing Fee.** If Student properly cancels the Contract prior to the Start Date, any Housing Fee payments made by Student to the University above and beyond the Reservation Fee will be refunded to Student's MyUH Account provided that Student did not incur any other obligations prior to the Start Date.
- c. **Untimely cancellation; Breakage Fee.** If Student fails to properly cancel the Contract seven (7) days or more prior to the Start Date, Student must pay University a Contract breakage fee ("**Breakage Fee**") of Sixty Percent (60%) of the of the Housing Fee payable to the University during the Term. The forfeited Reservation Fee is applied toward payment of the Breakage Fee. Any Housing Fee payments made by Student to the University above and beyond the Breakage Fee (after application of the forfeited Reservation Fee) will be refunded to Student's MyUH Account provided that Student did not incur any other obligations prior to the Start Date.

**6. TERMINATION (After the Contract Start Date):**

- a. **Early Termination.** Subject to Sections 6.b. and c. below, this Contract may be terminated prior to the End Date ("**Early Termination Date**"), as follows:
  - i. Termination by Student. If Student desires to terminate the Contract prior to the End Date, for any reason including a Status Change, Student must provide the University with a written notice of Student's intent to terminate this Contract at least seven (7) days prior to the Early Termination Date, including a detailed explanation of the circumstances surrounding the request.
  - ii. Termination by University. The University may immediately terminate this Contract upon written notice to Student specifying the Early Termination Date if (1) Student fails to timely notify the University of Student's Status Change and/or fails to vacate the Assigned Space within three (3) days after Student's Status Change, and/or (2) Student vacates the Assigned Space prior to the end of the Term and does not comply with the move-out obligations set forth in Section 16 of this Contract.

- b. **Breakage Fee; Refunds.** In the event of an early termination of this Contract, Student must pay University the Breakage Fee referenced in Section 5.c. above that is attributable to the portion of the Term remaining after the Early Termination Date, plus any applicable penalties, fees and charges. Student understands and agrees that notwithstanding Student's explanation for requesting early termination of this Contract, Student will not be entitled to, and the University shall not be obligated to pay to Student, any refund or credit for Housing Fee payments made by Student to occupy the Assigned Space for the portion of the Term remaining after the Early Termination Date.
- c. **Eligibility for partial refunds, relief from Breakage Fee.** The University may grant Student refunds and/or relief from assessment of the Breakage Fee in connection with early Contract terminations in limited circumstances. See "Terminating a Contract" at <https://manoa.hawaii.edu/housing/apply/contract-terms-and-conditions/> for more information. Students may dispute assessment of the Breakage Fee by submitting an appeal to UHM SHS. See <https://manoa.hawaii.edu/housing/appeals-process/#> for information on the appeal process.
- i. Determination of refund, Breakage Fee. If the University determines that Student is eligible for a partial refund of any Housing Fee payments made by Student to the University, Student understands that such refunds (if any) may result in the Housing Fee being prorated to correspond with the time period that Student occupied the Assigned Space.
  - ii. Processing of refunds. Student understands that applicable refunds of the Housing Fee will be applied to Student's MyUH Account. If applicable, refunds in Student's MyUH Account will be mailed to the address indicated on Student's MyUH web portal or deposited into Student's checking or savings account if Student has signed up for eRefund (see [https://www.sis.hawaii.edu/ssomanager/c/SSB?pkg=bwsztnet.P\\_ERefund](https://www.sis.hawaii.edu/ssomanager/c/SSB?pkg=bwsztnet.P_ERefund)). Money received from federal financial aid programs will be returned to the applicable University programs.

## 7. UHM SHS STANDARDS AND EXPECTATIONS:

- a. **UHM SHS Expectations.** The UHM SHS's standards and expectations described in this Section 7 ("**UHM SHS Expectations**") have been established to help students be part of communities that are inclusive, respectful and conducive to academic pursuits. All students who live in on-campus residential communities should feel welcome, valued and safe, and deserve to be treated with respect. All residents residing in the Residence Halls and the Apartments are responsible for knowing and complying with the UHM SHS Expectations, which include the UHM SHS application forms, this Contract, and the following codes, standards, policies and procedures, as they now exist or are hereafter amended:
- i. University Student Conduct Code (see <https://manoa.hawaii.edu/studentsuccess/conduct-code/>)
  - ii. UHM SHS Community Standards (see <https://manoa.hawaii.edu/housing/communitystandards/>)
  - iii. University Policies and Procedures (see <https://www.hawaii.edu/policy/>)
  - iv. All applicable state and federal laws
- b. **Violation of Housing Expectations.** Student understands that a violation of the UHM SHS Expectations, constitutes a breach of this Contract and may result in fines, probation or termination of this Contract and suspension and/or dismissal from the Assigned Space and UHM SHS facilities. Student further understands that the termination of this Contract as a result of a violation of the UHM SHS Expectations does not release them from their financial obligations for the full Term of this Contract. Incidents of alleged

violations of the UHM SHS Expectations will be processed in accordance with UHM SHS conduct process and procedures (see <https://manoa.hawaii.edu/housing/conductprocess/>)

## 8. MEAL PROGRAM:

- a. **Meal Program plans.** Information and details regarding the University's various Meal Program plan options can be found at: <https://manoa.hawaii.edu/housing/campuslife/residentialdining/>. Meal Program plans give students a bank of weekly meals to use around campus plus meal plan "points" that expire at the end of the Term.
- b. **Dining locations.** Meals are available at either the Hale Aloha or Gateway House residential dining facilities, The Market, or at select venues at the Campus Center. Meal plan points may be used at designated campus retail outlets.
- c. **Unused meals, meal plan points.** Student understands that with the exception of the Apartment Club meal plan, unused meals expire on Saturday each week and unused meal plan points are nonrefundable and nontransferable. The remaining meal plan point balance in Student's Meal Program account at the end of the Term will not be refunded and will not be rolled forward to any future Contract period.
- d. **Access to Meal Program meals and points.** A UH Mānoa ID card is required to access meals and points at campus food service venues using Student's Meal Program plan. Student accepts liability for the unauthorized use of meal swipes and/or points and agrees to report the loss of their UH Mānoa ID card to the Ticket, Information and ID Office at Campus Center in a timely fashion. UHM SHS will also not be held liable for costs related to the replacement of Student's UH Mānoa ID card.
- e. **Special diets.** Student recognizes the University cannot accommodate all requests for special diets. If Student has special dietary needs or other concerns that limit or affect participation in the mandatory Meal Program, Student must meet with the [UHM Office for Students with Disabilities \(KOKUA Program\)](#) to discuss possible Meal Program plan options and alternatives.
- f. **Meal Program cancellation.** If Student cancels participation in the Meal Program, Student must pay University a \$25.00 Meal Program cancellation penalty. Any Meal Program payments made by Student to the University above and beyond such cancellation penalty will be refunded to Student, prorated on a weekly basis. A prorated Meal Program Fee refund is available only until May 1<sup>st</sup> of the Academic Year and Spring Semester and not available for summer sessions. Student understands that applicable refunds of the Meal Program Fee will be applied to Student's MyUH Account.

## 9. ROOM ASSIGNMENT & REASSIGNMENT:

- a. **Room/Suite/Apartment Condition Form.** Student understands they are responsible for completing and submitting to UHM SHS a Room/Suite/Apartment Condition Form for the Assigned Space within 24 hours of moving in, transferring to a new room, and moving out.
- b. **Vacant space.** Student agrees to keep vacant space clean if occupying a double occupancy room as a sole occupant and understands that a student roommate may be assigned with 24 hours advance notice. If Student is found to be occupying an unassigned space, a fee may be imposed by the University.
- c. **Administrative reassignments.** The University reserves the right to reassign rooms at any time for (1) the sake of individual or group welfare, (2) to accommodate students with special needs, (3) to consolidate bed spaces for more efficient usage, or (4) to address a facility need that requires a unit to be vacated. This may include assigning an additional student to double occupancy rooms during periods of high demand—a

practice known as tripling. If an administrative reassignment results in a change in the applicable rate structure of Student's Assigned Space, the Housing Fee may be adjusted accordingly.

- d. **Unauthorized room changes.** Student must reside in the Assigned Space. If Student desires a room transfer, Student may submit a request to UHM SHS. If the Student does not complete their authorized room change within 48 hours or does not follow the proper procedures for completing the authorized room change, including the return of Student's room key, Student will be assessed a fee(s) for improper room change and/or missing key. If Student makes an unauthorized room change, Student will be charged a fee and may be charged the room rate for both rooms until the room change has been authorized by UHM SHS and the room initially assigned to Student has been vacated or Student has moved back to their original room.

10. **REASONABLE ACCOMMODATIONS:** If Student requires a modification or accommodation such as an accessible shower, single room, service animal or personal care attendant they must provide the [KOKUA Program](#) with documentation of their disability and related access need(s) by the deadline stated on the [UHM SHS website](#). There is no guarantee that accommodations will be provided for the requested Term if requests are received after stated deadlines. If the accommodation results in a change in the applicable rate structure of Student's Assigned Space, the Housing Fee shall be adjusted accordingly.

Protected health information (PHI) should only be initially shared with the KOKUA Program but Student hereby authorizes the University to disclose PHI and other information submitted by Student with other University personnel and contractors who are involved with providing services to Student.

11. **ENTRY & INSPECTION:** Student agrees to permit the University to enter the Assigned Space during normal daytime working hours to make repairs and alterations, conduct inspections and conduct safety checks. To the extent practicable, the University will provide twenty-four (24) hours' notice of planned entry to fulfill maintenance requests, perform repairs and conduct inspections. In cases of emergency where immediate access is necessary, Student waives their right to receive advance notice of entry. Student is responsible for relaying notices of planned entry to roommates, suitemates, or apartment-mates to keep them informed.
12. **MAINTENANCE & CONSTRUCTION:** Maintenance and construction activities generally take place during normal daytime working hours and may result in disturbances and disruptions including but not limited to increased traffic, noise and dust in the areas surrounding the Apartments and the Residence Halls. There may be both planned and unplanned utility shutdowns in the Apartments and the Residence Halls. By signing this Contract, Student agrees and acknowledges that there may be temporary disturbances and disruptions resulting from maintenance and construction activities.

### 13. ALTERATIONS & DAMAGES:

- a. **Student responsible for alterations & damages.** Student agrees to assume financial liability for any alterations or damages to the Assigned Space above and beyond normal wear and tear that were not identified on the Room/Suite/Apartment Condition Form at the time of move-in, including damages caused by Student's guests. Student shall not paint the Assigned Space nor make any permanent changes that damage the walls, ceiling or woodwork. Student's security deposit may be withheld to cover the cost of damages and Student assumes responsibility for all charges above and beyond the security deposit amount. If any damage occurs in the common areas of Student's Assigned Space, the individual(s) that caused the damage shall be responsible for paying any associated damage fees. If there is not sufficient evidence to determine who caused the damage, or there is a lack of consensus among all parties involved, each roommate, suite-mate, or apartment-mate will be responsible for an equal share of charges assessed for damage to a common area(s) within the Assigned Space.
- b. **Installation of air conditioners.** Student understands that the installation of air conditioners in the

Assigned Space is prohibited unless written permission is obtained from the University pursuant to a request by the UHM KOKUA Program due to Student's verifiable health-related condition or disability. If University permission is sought and obtained after the deadline listed on UHM SHS website, the University will attempt to accommodate the request but cannot guarantee that it will be fulfilled.

- c. **Repairs.** Student shall not perform or make arrangements with individuals outside of the University to perform any repairs, fix any damages or correct deficiencies in the Assigned Space. Student may elect that the University repair damages, correct deficiencies, or otherwise service the Assigned Space during the Term by submitting online requests at: <https://manoa.hawaii.edu/housing/servicerequests>.

14. **PROPERTY LOSS:** Student understands and agrees that the University takes no responsibility for the loss, theft, damage or destruction of Student's personal property from any cause whatsoever. Student may elect to carry personal property insurance at their own expense to protect any or all of Student's personal property.

15. **INFECTIOUS DISEASE:** The Residential Halls and the Apartments at the University are congregate living facilities that may present a risk of exposure to various infectious diseases. To reduce the risk of infection, practice frequent hand washing, social distancing and other measures recommended by public health officials. For more information, visit <http://cdc.gov>. Neither the University, nor any of its employees or agents will be held liable for any claims of loss, expense, or damage to Student relating to the acquisition or exposure to any infectious disease. Student waives the right to assert, submit, file and/or pursue any claim against the University related to, or arising from, the acquisition of or exposure to any infectious disease.

16. **VACATING THE PREMISES:**

- a. **Check out.** Student shall remove all personal belongings, clean and vacate the Assigned Space no later than 5 pm on the End Date or, if applicable, the Early Termination Date. To complete the checkout process, Student must return their room key and complete the established checkout procedures prior to vacating the Assigned Space.
- b. **Move out inspection.** Student shall return the Assigned Space in the same condition as it was received, normal wear and tear excepted. Once Student vacates the Assigned Space, the University will conduct a move-out inspection to determine if excessive wear and tear is observed in the Assigned Space or common area(s) occupied by Student. Student shall pay the University for costs to clean, repair, replace or restore any portion of the Assigned Space, including, without limitation, University-owned furniture, fixtures and appliances damaged by Student or Student's guest(s). If excessive wear and tear is observed, Student hereby authorizes the University to post additional charges to Student's MyUH Account.
- c. **Improper Checkout Fee; Abandonment.** If Student fails to complete the established checkout procedures and return the room key in accordance with Sections 16 a and b above, Student will be assessed a fee ("**Improper Checkout Fee**") for daily damages equal to one-hundred-fifty-percent (150%) of the average daily rate of the Assigned Space. Student will also be assessed any additional fees associated with boxing and storing Student's belongings left in the Assigned Space. The University will make reasonable efforts to protect Student's belongings from damage but shall not be liable for any damages that occur. Belongings left behind that remain unclaimed after 30 days shall be donated or disposed of and the University will not be held liable for the donation, disposal and/or replacement of any such items.

17. **BREACH OF CONTRACT:** In the event that Student breaches this Contract, the University may exercise and pursue any and all remedies permitted by law.

18. **FORCE MAJEURE:** The University shall not be deemed to be in default of or to have breached this Contract due to any failure in performance resulting from any force majeure event, including strikes, boycotts, picketing, slow-downs, work



stoppages, or labor disputes; restrictions or requirements imposed by laws or government actions with the force and effect of law; priorities, rationing, curtailment, or shortage of labor or materials; war, revolution, acts of terrorism, or any matter or thing resulting therefrom; embargoes, acts of God, or severe weather or climatic conditions (such as storms, hurricanes, typhoons, earthquakes, tornadoes, volcanic eruptions, earth movements, tsunamis, and floods); acts of the public enemy, acts of superior governmental authority, riots, rebellion, sabotage, fire, or accidents; epidemics, pandemics, quarantines, or regional, national, or international public health emergencies; or any other cause or causes beyond the University's reasonable control. Should the University reasonably anticipate that the force majeure event will last more than fourteen (14) calendar days, the University reserves the right to terminate this Contract upon written notice to Student. In such an event, Student will not be held liable for any Contract termination or breakage fees.

- 19. **ENFORCIBILITY:** If any provision in this Contract is found to be illegal, void, or unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in effect.
- 20. **INDEMNIFICATION AND ATTORNEY FEES:** Student agrees to indemnify, defend and hold harmless the University from any actions, claims, losses, damages, and expenses that the University may sustain as a result of any acts and/or omissions of Student and/or Student's guests or invitees.
- 21. **ENTIRE AGREEMENT:** This Contract, and the documents incorporated by reference herein, contain all the terms and conditions as agreed upon by the parties regarding the subject matter of the Contract and supersedes any prior agreements, oral or written, and all other communications between the parties relating to the Contract. Student represents that no promise, inducement or agreement not herein discussed has been made between the parties on the subjects addressed herein.
- 22. **GOVERNING LAW; JURISDICTION:** This Contract shall be governed by, interpreted, construed, and enforced in accordance with the laws of the State of Hawai'i. Student acknowledges and agrees that the Circuit Court of the First Circuit shall have jurisdiction over this matter to enforce the terms of this Contract.

By signing this Contract I agree to respect and adhere to all policies and procedures pertaining to the University of Hawaii at Mānoa Student Housing Services outlined in this Contract, the UHM SHS [Community Standards](https://manoa.hawaii.edu/housing/communitystandards/) (<https://manoa.hawaii.edu/housing/communitystandards/>), the University Student Conduct Code and any other university publication(s) referenced herein which are made as part of this Contract by reference and may be amended in the future. If I am under 18 years of age, I understand the signature of my parent or guardian is required.

**Name of Student (print):** \_\_\_\_\_ **ID#:** \_\_\_\_\_

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

**Name of Parents/Guardians:** \_\_\_\_\_ **Date:** \_\_\_\_\_

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

*Required if Student is under 18 years of age*