Residence Hall, Suite, Townhome, and Meal Plan Agreement
Academic Year 2016-2017

This Residence Hall, Suite, Townhome, and Meal Plan Agreement (this “Agreement”) is entered into between Boise State University, on behalf of the Office of Housing & Residence Life (hereinafter referred to as “University”), and (hereinafter referred to as “Resident”).

Instructions: Please read all sections of this Agreement prior to submitting, including the Residence Halls, Suites, Townhomes, and Meal Plan Agreement Terms and Conditions attached to and incorporated within this Agreement for all purposes (the “Terms and Conditions”). By signing below and submitting this Agreement to the University, you understand and accept the terms and conditions and are legally bound under this Agreement, including the Terms and Conditions. This agreement is in effect from the date the University receives the deposit and an executed copy of this Agreement until the applicable Move-out date designated by the University (for Academic Year, Spring Semester, and Summer Semester), or until the expiration date indicated above (for Lincoln Townhomes only). If Resident is not yet eighteen (18) years of age at the time this Agreement is executed, Resident’s parent or legal guardian must also execute and be a party to this Agreement. The University will not accept an Agreement, and an Agreement shall not be valid and enforceable against the University for a Resident under eighteen (18) years of age, until signed by Resident’s parent or legal guardian.

University agrees to provide a space in Barnes Towers, Chaffee, Driscoll, Keiser, Morrison, and Taylor residence halls, University Square (Buildings D, E, F, G), University Suites (Clearwater, Payette, Selway), or Lincoln Townhomes (Aspen, Cedar, Hawthorne, Juniper, Spruce, Tamarack), further referred to as “University-Operated Residence Halls, Suites, and Townhomes” during the designated term indicated above (the “License Term”). The License Term is from the Move-in day designated by the University for the applicable Academic Year, Spring Semester, or Summer Semester selected above until the Move-out day designated by the University for the applicable Academic Year, Spring Semester or Summer Semester. For Lincoln Townhomes, the License Term is from the June 1 or August 1, as applicable, prior to the expiration date selected above. In the event an Agreement is entered into after the Move-in date, the License Term shall begin the date this Agreement is signed and the deposit is received and shall last until the applicable Move-out date or expiration date (for Lincoln Townhomes). This Agreement is Resident’s personal, non-transferable license to occupy and use the residence space assigned to Resident (the “Unit”) for limited purposes and is not a lease of University property.

Residency in University-Operated Residence Halls, Suites, and Townhomes is available only to full-time students enrolled and in good standing at Boise State University (each, a “Resident”). If Resident does not qualify as a student at the time this Agreement is signed and submitted to University, or at any time during License Term, University will terminate this Agreement in accordance with the provisions of the Terms and Conditions. The University shall assign each Resident’s housing, in its discretion, based on numerous factors, including but not limited to availability, date deposit is received, and Resident’s participation in specific residential programs. First Year students living in University-Operated Residence Halls, Suites, and Townhomes must maintain a dining services meal plan for the License Term. Acceptance and processing of this Agreement by the University does not constitute approval of academic admission to the University. Application for admission to the University does not entitle one to housing or constitute an Agreement for a residence hall.

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

Once the Agreement and application have been completed and deposit received ($250 for first time applicants or $150 for returning residential students), the Agreement can be processed. This deposit includes a non-refundable $25 processing fee. The University agrees to refund the deposit ($225 for first time applicants or $125 for current residential students) to Resident upon completion of all the provisions of this Agreement, including residing in the residence halls, suites, or townhomes for the full term of this Agreement, and if: a) the room to which Resident has been assigned is left in as good a condition as at the time that occupancy was taken by Resident, reasonable wear and tear expected and b) Resident has satisfied all other financial obligations to the University.

Resident’s occupancy of the Unit is governed by and subject to Resident’s compliance with the Terms and Conditions; Community Standards, and Procedures and Expectations (as amended or modified from time to time, the “Standards and Procedures”), and published by Housing & Residence Life on its website (http://housing.boisestate.edu); and the Student Code of Conduct (as amended or modified from time to time, the “Student Code of Conduct”) published by the University Office of the Dean of Students on its website (http://deanofstudents.boisestate.edu). By requesting on-campus housing and indicating your agreement to this document, each Resident (and parent/guardian, if applicable) acknowledges that Resident is subject to the Terms and Conditions, the Standards and Procedures, and the Student Code of Conduct and agrees and covenants that Student will abide by them.

If Student is completing a hard copy of this Agreement, please return or mail your Residence Hall, Suite, Townhome, and Meal Plan Agreement to: Housing & Residence Life, 1910 University Drive, Boise, ID 83725-1355

Office of the General Counsel
Residence Hall, Suite, Townhome, and Meal Plan Agreement
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Residence Hall, Suite, Townhome, and Meal Plan Agreement
Terms & Conditions

The provisions of this document, identified and defined as the Terms and Conditions in the attached Residence Hall, Suite, Townhome, and Meal Plan Agreement (the “Agreement”), further describe the terms and conditions applicable to Resident’s license to occupy a Unit and constitute materials terms of such Agreement.

1. Assignment of Unit and Occupancy: The Agreement does not cover a specific room or building.
   a. Resident acknowledges and agrees that University has the right to reassign Students to Units and/or adjust the occupancy of Units to maximize space utilization. Resident agrees to accept any other Student as a roommate/suitemate/townhome-mate.
   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. However, men and women will not be assigned to the same Unit (residence hall, suite, or townhome). Residents requesting special accommodations should contact Disability Resource Center.
   c. Any Student who plans on taking occupancy after the official Move-In Day will need to notify Housing and Residence Life in advance. This notification must be in writing and include the exact date of move in and reason for delayed move in.
   d. Occupancy of the Unit during the dates designated by the University as “Fall Break,” “Winter Break” (fall to spring semester break), and “Spring Break” is included in this license agreement with no additional fees.
   e. If the Resident’s Unit should at any time be rendered uninhabitable in whole or in part by fire or other casualty found to not be caused by Resident, the University may, at its option, repair and replace the damaged room within a reasonable time, find alternative suitable housing for the Resident, or immediately terminate this Agreement without liability to Resident. If Resident’s Unit is rendered uninhabitable due to the negligent or intentional actions or omissions of Resident, the University may terminate this Agreement and seek damages as provided herein for termination of the Agreement.
   f. Resident acknowledges and agrees that only the Resident and any roommate(s) who may be assigned by the University at its discretion will be permitted to occupy the Unit—subletting or ‘renting’ out the space is prohibited. No other occupants shall be permitted without the prior written approval of the University. Residents are responsible for the conduct of their guests and any damage to the room, suite, townhome, or building the guest may cause.
   g. Student must notify Housing and Residence Life if they have ever been convicted of a crime prior to moving into a Unit. Students must immediately notify Housing and Residence Life upon being convicted of a crime while living in the Unit. If Student has been convicted of a crime, Student must provide to Housing and Residence Life a statement with a complete description of their actions and full details of the charges/sanctions against him/her. The nature and timing of the offense will be taken into consideration when the initial application is reviewed. Housing and Residence Life will confer with University Security, and in some cases University legal counsel, to determine the fit of individuals with criminal convictions within the community to which they have applied. Failure to notify Housing and Residence Life of a conviction prior to occupancy or immediately upon conviction of a crime during Unit occupancy may be grounds for denial of housing or immediate removal.

2. Rates and Payments:
   a. University reserves the right to change rates following not less than sixty (60) days’ prior written notice to Resident.
   b. Housing and Meal Plan charges are posted to Resident’s student account on or around July 25 and December 1 for the next semester and are automatically divided into a “five-payment plan” with payments due by the 25th day of each month (first payment due July 25 and last payment due November 25 for Fall term; first payment due December 25 and last payment due April 25 for Spring term). This five-payment plan also applies to Resident’s receiving a housing assignment after July 25 or December 25.
   c. A late charge of 1.75% or $10.00, whichever is greater, will be assessed for each payment made after the first of the month following the monthly due date, as stated above.
   d. If any payment is sixty (60) days past due or more, University will place a negative service indicator (or ‘Hold’) on Resident’s account (which negatively impacts Resident’s official University records). University has the right to terminate this Agreement and require that Resident vacate the Unit if any payment is sixty (60) days past due or more.
   e. Student Fee Statements are available on line at http://my.boisestate.edu approximately one month prior to the first day of classes. If Resident has neither paid in full, met the five-payment plan deadline, or come to terms with University on alternate arrangements by the due date posted on Resident’s on line fee statement, Resident will be dropped from classes and excluded from the Unit. Payments can be made on line at http://my.boisestate.edu, or by check or money order payable to the “Boise State University” and mailed or couriered to: Student Financials Office, 1910 University Drive, Boise, ID 83725 or hand-delivered to the Student Financials Office located in the Administration Building. DO NOT SEND CASH.
   f. Resident acknowledges and agrees that failure to make payments when required by the Agreement can result in the cancellation, suspension, or termination of Resident’s meal plan, temporary removal of internet access, lock change, placing negative service indicator on Resident’s account, and/or termination of Student’s Residence Hall, Suite, Townhome, and Meal Plan Agreement and removal of Resident from University-Operated Residence Halls, Suites, or Townhomes. All costs associated with the collection of outstanding debts, including, for example, collection fees, reasonable attorneys’ fees, cost of court and other related fees, will be assessed against Resident.
3. Meal Plan Requirements:
   a. “First Year Residents” (as defined by the University) must obtain and pay for a University meal plan during the entire License Term regardless of housing assignment. Resident’s not identified as First Year Students by the University may select a meal plan. All Residents living in University-Owned Residence Halls, Suites, and Townhomes with a meal plan will have meal plan and housing charges combined and posted to Resident’s account, therefore subject to “Rates and Payments” section above.
   b. If Resident fails to follow payment deadlines outlined in the above section, Resident will be in default of its obligations under the Agreement and University will have the option to exercise its remedies including, but not limited to, termination.
   c. In addition to the foregoing, University shall have the option, but not the obligation, and First Year Resident hereby authorizes University on First Year Resident’s behalf, to select a default meal plan and charge First Year Resident’s account with the cost for such meal plan if Resident has failed or refused to select a meal plan on or before the deadline for payment.
   d. Limited or no food service may be available during breaks (Fall, Winter, Spring, Summer). Notification of food service offerings will be made prior to the break period.
   e. Information regarding meal plans and on-campus dining options may be found at: http://boisestate.campusdish.com.

4. Rules and Regulations: Resident’s occupancy of the Unit is subject to this Agreement and all University rules, regulations, policies and procedures applicable to students and residents of University-Operated Residence Halls, Suites, and Townhomes, including the terms, provisions and conditions of Housing and Residence Life Standards and Procedures and the Student Code of Conduct.
   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 Resident’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 levy and assess charges equally among residents in an affected room, suite, townhome, or community if responsibility for the damages/loss cannot be established.
      (vi) To charge for Resident-initiated assignment changes after the first one (which is free).
      (vii) To change rates on sixty (60) days’ notice.
      (viii) To terminate the Agreement if Resident’s accounts are not current.
   b. Resident further acknowledges his or her obligations and responsibilities pursuant to all such rules, regulations and procedures including, but not limited to those rules, regulations, and procedures pertaining to:
      (i) fire safety equipment and fire prevention guidelines;
      (ii) sexual harassment & assault
      (iii) weapons;
      (iv) access / entry requirements & guests;
      (v) alcohol and drugs;
      (vi) maintenance and cleaning of the Unit;
      (vii) prevention of moisture accumulation and mold; and
      (viii) ethernet and WiFi services

5. Personal Property: Resident 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-Owned Residence Halls, Suites, and Townhomes; such conduct is considered theft and Resident will be charged the full replacement cost of missing furniture or other furnishings. University is not responsible for loss or damage to personal property or injury to person, regardless of cause.
   a. The University shall not be liable for loss of or damage to Resident’s personal property, wherever situated, due to fire, smoke, power outage, theft, water, electric surge, or any other casualty or cause. Residents are strongly encouraged to insure their personal property and carry liability insurance. The University does not provide such coverage.
   b. Any personal property remaining in the Unit after it has been vacated by Resident, whether willingly or not, is subject to the terms set forth in Section 8.

6. Pets/Animals. Only fish (5 gallon tank or less) are permitted in the University-Operated Residence Halls, Suites, and Townhomes. Upon prior approval by Housing and Residence Life, an exception to this condition may be made for service and companion animals required by a Resident with a documented medical need. Any requests for reasonable accommodations must be made through the Boise State Disability Resource Center (DRC). In those instances when Resident provides adequate...
9. **Utilities & Services**: Each Unit in University-Operated Residence Halls, Suites, and Townhomes 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). University will provide light housekeeping to common areas. Resident is responsible for any and all expenses incurred for service over and above what is provided by the University.

8. **Requirement to Vacate Residence Halls, Suites, and Townhomes**: When this Agreement expires and has not been renewed in writing, or when this Agreement is otherwise terminated, Student shall immediately vacate the Unit and remove all of Resident’s property. If Resident’s property remains in or about a Unit after this Agreement has expired without renewal or has been terminated, the Resident will be charged for the removal of any property and daily storage fees. If Resident’s property is not reclaimed and storage fees paid within forty-eight (48) hours after the expiration or any termination of this Agreement, such property will be treated as abandoned property, and the University may donate or otherwise dispose of such property without liability.

   a. At the conclusion or termination of this Agreement, Resident must check-out of the residence hall, suite, or townhome by scheduling a check-out appointment with a Housing and Residence Life staff member where the appropriate inventory form(s) is completed and keys are returned. Resident’s account may be assessed an improper check-out charge of $150.00 and/or a lock change if check-out process is not followed and/or keys are not returned on time; in addition to applicable cleaning and damage charges.

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

   a. In addition to any other rights and remedies, University may terminate this Agreement upon the occurrence of any of the following circumstances:

      i. Resident fails to pay scheduled room and meal plan (if required) payments when due and such failure to pay continues for more than fifteen (15) days after the due date; except where the University has agreed in writing to extend the due date of such payment; or

      ii. Resident breaches, violates, or otherwise is in default of any of the terms and conditions of this Agreement; or

      iii. Resident ceases to be a student at the University. Residents must take at least eight credit hours; those who fall below eight credit hours without written permission from Housing and Residence Life may be subject to termination of their Agreement by the University. However, dropping below eight credit hours does not guarantee full financial release from Agreement; or

      iv. Resident fails to comply with the rules and regulations set forth in this Agreement, the Student Code of Conduct, University Policies, Housing and Residence Life Standards and Procedures, or any applicable local, state or federal law; or

      v. After 10th day of the semester Resident fails to physically move in to Assigned Room, and has not officially cancelled their housing application.

   b. The University may terminate this Agreement for any of the above reasons upon giving Resident forty-eight (48) hours written notice. The notice shall state the reason for termination and the termination date. After the termination date, the University shall be entitled, without further notice, to enter the Assigned Room and to repossess the same, and to remove Resident and Resident’s property without any liability for trespass or otherwise.

   c. Notwithstanding the provisions in this Section, the University specifically reserves the right to immediately remove any individual from the Residence Hall premises if the University, in its sole discretion, determines that the individual presents an immediate danger to their self, others or University property.

   d. In the event this Agreement is terminated in accordance with the provisions of this section, Resident shall be required to immediately surrender the Assigned Room and all University owned property to the University under the same terms and conditions as would apply under this Agreement if the surrender were to take place at the completion of this Agreement. The University may reassign the Assigned Room or any part thereof in the name of the University on such terms and conditions as the University may determine.

      i. No termination of this Agreement in accordance with the provisions of this section shall relieve the Resident of Resident’s obligations and liability under this Agreement and such liabilities and obligations shall survive any termination of this Agreement.

      c. Resident’s account at the University will be debited for all costs, charges and fees incurred by Resident or by University on behalf of or because of Resident through the effective date of termination for any termination in accordance with this Section. In addition, Resident’s account will be charged a termination fee of the lesser of Four Hundred Dollars ($400) or ½ (one-half) of the balance owed under this Agreement for the remainder of the Agreement term (the “Termination Fee”).

10. **Termination of Agreement by Resident**: 

    a. Cancellation Prior to Occupancy:

       i. To officially cancel a housing application, Resident must cancel their Room Reservation in writing prior to occupying the Unit by logging into MyHousing and completing a “Cancellation Form.” Agreement buyout
fees and deposit forfeiture guidelines for Academic Term and Lincoln Townhomes expiring July 31 are indicated below.

<table>
<thead>
<tr>
<th>Agreement Term</th>
<th>Cancellation Date:</th>
<th>Security Deposit is:</th>
<th>Contract Buyout fee is*:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Academic Year and Lincoln 12 Month</td>
<td>By May 31</td>
<td>Fully refunded</td>
<td>NA</td>
</tr>
<tr>
<td></td>
<td>June 1-June 30</td>
<td>Forfeited</td>
<td>NA</td>
</tr>
<tr>
<td></td>
<td>July 1-August 21</td>
<td>Forfeited</td>
<td>$400</td>
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<tr>
<td></td>
<td>August 22+</td>
<td>Forfeited</td>
<td>Not enrolled at Boise State: $400</td>
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<td></td>
<td></td>
<td></td>
<td>Enrolled in 1+ credits at Boise State: $400 or up to ½ of the remaining rate of the room for academic year</td>
</tr>
<tr>
<td>Spring Term</td>
<td>By December 1</td>
<td>Fully refunded</td>
<td>NA</td>
</tr>
<tr>
<td></td>
<td>December 1-25</td>
<td>Forfeited</td>
<td>NA</td>
</tr>
<tr>
<td></td>
<td>December 25-January 9</td>
<td>Forfeited</td>
<td>$400</td>
</tr>
<tr>
<td></td>
<td>January 10+</td>
<td>Forfeited</td>
<td>Not enrolled at Boise State: $400</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Enrolled in 1+ credits at Boise State: $400 or up to ½ of the remaining rate of the room for academic year</td>
</tr>
</tbody>
</table>

*Resident must apply to break this agreement and if approved, contract buyout fees may apply.

ii. If a Resident cancels their applications within 72 hours of completing it, and does not take occupancy of the assigned unit, the housing application will be cancelled and security deposit refunded. The application fee is non-refundable and no contract buyout fees apply.

iii. **Once Resident takes occupancy, the Resident shall be obligated to pay all amounts due under this Agreement for the full duration of the term of this Agreement.** If prior to the expiration of the Agreement, Resident ceases to be registered as a student at the University, Resident shall become ineligible for occupancy and shall forfeit the deposit and will be charged other applicable fees as indicated in Sections 10b and 10c of this Agreement.

b. **Termination Subsequent to Date of Occupancy for Qualifying Event or December Graduation.**

i. Resident may terminate the Agreement after the Date of Occupancy upon delivery of written notice to University specifying an effective date of termination not sooner than seven (7) days after University’s receipt of such notice for any of the following reasons, each a **"Qualifying Event"**:

1. Resident withdraws from University for medical reasons. Resident’s notice must be accompanied by documentation from Resident’s physician;
2. Resident is drafted or commissioned by the U.S. Armed Forces for active duty; provided, Resident provides documentation to the University that Resident (1) is a member of the U.S. Armed Forces or reserves on active duty or a member of the National Guard called to active duty; and (2) has received orders for permanent change-of-station, or to deploy with a military unit placed on active military duty;
3. Resident enrolls and participates in an approved University study abroad program. Resident’s notice must be accompanied by documentation from University Registrar or the appropriate Dean.
4. Resident is placed on academic suspension by University. Resident’s notice must be accompanied by documentation from University Registrar;
5. Resident is placed on academic dismissal by the University, or otherwise ceases to be enrolled in an approved University academic program. Resident’s notice must be accompanied by documentation from University Registrar; or

In addition, a Resident graduating in December may terminate the Agreement effective on the date of graduation or commencement so long as Resident delivers written notice to University on or before the thirtieth (30th) consecutive calendar day before the date of graduation or commencement, as the case may be ("December Graduation").

ii. Following a termination by Resident for a Qualifying Event or December Graduation, University will credit Resident’s account with an amount equal to the prorated amount of pre-paid and unearned room charge for Resident’s Unit.

(i) Within thirty (30) days after receipt of Resident’s timely termination notice (together with any documentation required in accordance with Section 10b(i) for a Qualified Event or December Graduation, University will advise Resident in writing of the charges and fees known as of that date that will be offset against any prepayment on Resident’s account.

(ii) If Resident terminates because of a Qualifying Event pursuant to Section 10b(i)(4), or Section 10b(i)(5), Resident’s account will be charged a Termination Fee.

c. **Termination Subsequent to Date of Occupancy for Non-Qualifying Event.** If Resident terminates the Agreement after the Date of Occupancy for a reason other than a Qualifying Event or December Graduation (See Section 10b), or if Resident fails to take occupancy of the Unit assigned to him or her following the Date of Occupancy, Resident shall forfeit their...
11. **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 and Residence Life
1910 University Drive
Boise, ID 83725-1355

If to Resident: ____________________________________________________________
______________________________________________________________
______________________________________________________________

12. **Limitations on Services:** Interruptions to the services provided by the University pursuant to this Agreement may occur by an act of nature, limited or restricted control or availability of resources as determined by the University, maintenance activities or other condition reasonably beyond administrative control. Standards and levels of services are determined by the University. Temporary failure to provide services (including, but not limited to, electricity, hot or cold water, heat and/or air conditioning, phone service, cable TV, internet/WiFi) shall not be a reason for reduction, abatement, or withholding of any portion of housing and/or meal plan fees or other payments legally due. No adjustment to the housing or meal plan fees or other compensation may be claimed by Resident for inconvenience or discomfort from the making of repairs, improvements to facilities, or temporary service outages.

13. **Severability/Non-Waiver/Remedies Cumulative:** This Agreement is intended to comply with all applicable law. If any one or more of the provisions of this Agreement shall be held invalid or unenforceable, such provision(s) shall be modified to the minimum extent necessary to make it valid and enforceable, and the validity and enforceability of all other provisions of this Agreement shall not be affected. The failure of the University to exercise any right or remedy shall not be deemed to be a waiver by the University of any such rights or remedies. No terms or conditions of this Agreement required to be performed by the Student and no breach thereof shall be waived, altered or modified except by the express agreement of the University. The receipt of payments by the University with the knowledge of the breach of any terms, covenants or conditions of the Agreement shall not be deemed a waiver of such breach. Remedies of the University under the terms of this Agreement are cumulative and are not exclusive of any other rights or remedies available at law or in equity.

14. **Indemnification:** To the fullest extent permitted by law, and as consideration for the terms and conditions of this Agreement, Resident agrees to release, indemnify, protect, defend with counsel mutually agreed upon by University and Resident, and hold harmless Boise State University, the State of Idaho and the State Board of Education and/or any of their respective component institutions, directors, board members, regents, trustees, officers, administrators, agents, employees, residents, successors and assigns (“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 any of the following: (a) 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) is caused in whole or in part by any or all of the Indemnitees; or (b) the refusal or failure to comply with any obligation in the Agreement by an Indemnitee; or (c) violation of applicable law(s) by an Indemnitee.

Boise State University has a policy of non-discrimination on the basis of race, color, national origin, religion, sex, age, sexual orientation, disability, or status as a Vietnam-era veteran. This policy applies to all programs, services, and facilities, and includes, but is not limited to, applications, admissions, access to programs and services and employment. Such discrimination is prohibited by Titles VI and VII of the Civil Rights Act of 1964, Title IX of the Educational Amendments of 1972, Sections 503 and 504 of the Rehabilitation Act of 1973, the Vietnam Era Veterans’ Readjustment Assistance Act of 1974, the Age Discrimination Act of 1975, the Age Discrimination in Employment Act Amendments of 1978, the Americans with Disabilities Act of 1990, the Civil Rights act of 1991, and other state and federal laws and regulations. Questions and concerns about the application of these laws and regulations may be directed to the Special Assistant to the President for Diversity and Human Rights, 208-885-9229, the Office of Civil Rights, U.S. Department of Education, or to the Office of Federal Contract Compliance Programs, U.S. Department of Labor.
All fees, tuitions, and other charges are subject to change at any time by the State Board of Education acting as the Board of Trustees for Boise State University.