



Bearkat Village Apartments Application

NAME LAST FIRST MI SAM ID #

PERMANENT ADDRESS NUMBER & STREET OR PO BOX CITY STATE ZIP CODE

PERMANENT TELEPHONE NUMBER ()

DATE OF BIRTH MARITAL STATUS HIGH SCHOOL GRADUATION DATE:

GENDER: MALE FEMALE CLASSIFICATION: FRESHMAN SOPHOMORE JUNIOR SENIOR GRADUATE TRANSFER STUDENT? YES NO TRANSFER HOURS COMPLETED:

SEMESTER/YEAR APPLYING FOR: YEAR FALL and SPRING SPRING only SUMMER I SUMMER II

ANY SPECIAL NEEDS REQUIRED IN AN APARTMENT REGARDING PHYSICAL DISABILITY? (Will not in any way impact equal access or equal treatment in allocation of University facilities or services)

PLEASE EXPLAIN:

LIST FULL NAME AND SAM ID# OF PREFERRED ROOMMATE:

A room deposit of \$200 must accompany this application. The delivery of this contract by Sam Houston State University to the student named constitutes an offer of housing. This contract becomes effective upon execution of the agreement by both the student and an authorized University official. I, the undersigned student, do hereby acknowledge that I have fully read and agree to the attached document entitled BEARKAT VILLAGE APARTMENT CONTRACT TERMS AND CONDITIONS and do thereby agree that I will be legally bound by this contract and the attached document. Failure to abide by this contract is cause for legal and/or disciplinary action against me by the University. I UNDERSTAND THAT THIS CONTRACT IS BINDING FOR THE FULL ACADEMIC YEAR (BOTH FALL AND SPRING SEMESTERS) OR REMAINDER OF THE ACADEMIC YEAR IN WHICH THE CONTRACT IS SIGNED.

STUDENT SIGNATURE DATE PARENT OR GUARDIAN SIGNATURE (if student is under age 18) DATE

Visa or Mastercard # Exp.Date

Authorized signature

Please note: A \$200.00 deposit must accompany this application in order to make a reservation. You must be admitted to the University before we can process your application.

FOR OFFICE USE ONLY: Date received : Deposit Receipt#: Deposit Refund:

2009 Summer Bearkat Village Apartments Contract Terms and Conditions

HOUSING PROVISIONS:

I. ELIGIBILITY FOR RESIDENCY: All residents of University housing must be enrolled students (a minimum of 3 hours) during their term of occupancy. Apartments are rented on a double occupancy basis and students are expected to share the apartment with the assigned roommate. Apartment space may not be sub-leased under any circumstances. The University reserves the right to withdraw assignments previously made as considered necessary. In the best interest of the community as a whole, the University reserves the right to refuse on-campus housing to students who may have a criminal history, history of behavioral problems, or disruptive/uncooperative conduct. All un-enrolled students must vacate University housing 48 hours after they become un-enrolled.

II. CONTRACT TERMS: The University does hereby rent and contract unto Resident, a furnished University owned apartment of the apartment complex known as S.H.S.U. Bearkat Village Apartments, located at 2400 - 2401 Montgomery Road, Huntsville, Texas 77341, in the city of Huntsville, County of Walker, State of Texas, for the 2008 Summer Session(s). **Students may check in to Bearkat Village Apartments no earlier than June 8, 2009, and may check out no later than August 7, 2009.**

III. RENT: The term "Resident" as used here applies to the signatory of this contract.

- a. Rental payments for the summer sessions may be made according to the payment schedules listed on the Resident's university fee statement and may be paid as a lump sum at the beginning of the semester or split into equal payments as indicated on the fee statement. If rent is not paid by the 5th of the month, an additional late charge of \$10.00 will be added to the Resident's account.
- b. Monthly statements will not be sent. Each Resident is responsible for paying the established monthly rent until the lease is terminated.
- c. Housing payments may be mailed, or paid in person, to the Department of Residence Life, Box 2416, Huntsville, Texas 77341-2416, on-line at SamWeb, or to the Cashier's Office, Box 2273, Sam Houston State University, Huntsville, Texas 77341-2273. Failure to pay the amount owed on time may result in any or all of the following noninclusive sanctions: dismissal from the University, withholding future registration privileges, withholding the issuance of grades or an official transcript, withholding the conferring of a degree, and/or barring re-admission. If amounts become past due, the University reserves the right to report the account to the Credit Bureau. This will also initiate internal collection efforts and could cause the University to employ an outside collection agency to recover the debt. If any collection efforts must be made, the student will be required to pay all collection costs, including collection agency fees, legal fees, and other costs incurred in collecting the amounts due.
- d. The University shall have the right to increase rental rates at the beginning of any semester as circumstances warrant, by giving Resident at least sixty (60) days advance written notice of the increased rental rates, in which case the Resident may elect to remain in the apartment and pay the increased rate or vacate the apartment and terminate this lease as of the effective date of the increase. If Resident elects to vacate and terminate, notice must be given to the University at least thirty (30) days prior to the date the new rate becomes effective and the Resident must vacate the premises no later than the effective date of the increase, or at the end of the contract period, whichever comes first.

IV. DEPOSIT: Each Resident shall deposit two hundred dollars (\$200.00), which is not a rental payment, to ensure the performance of this contract by the Resident. The University shall keep and retain the deposit for payment of damages suffered due to Resident's breach of any terms, conditions and/or articles contained herein, or for past due balances with the Department of Residence Life. In the event the Resident properly performs all the terms, conditions and/or articles of this contract, the said deposit shall be refunded by the University within thirty (30) days of the effective termination date of this contract. If, however, the University decides to retain all or part of the deposit, the University agrees to provide the Resident with a written description and itemized list for all deductions to which it was applied, and return the balance of the deposit, if any, to the Resident. Such deductions shall be limited to charges for damage repair, cleaning, and/or charges for which the Resident is legally liable under this contract. It is further understood that should the deposit be insufficient to satisfy the above, the Resident shall be responsible for that additional amount needed over the deposit.

V. TERMINATION:

- a. It is specifically agreed that the Agreements of Resident (see section VII.) are conditions and special provisions of this lease and if Resident violates any agreement the University has the right to terminate this lease agreement without advance notice.
- b. Resident hereby waives any right to receive advance notice of termination because of any breach of condition by Resident.
- c. Resident may request the University to terminate this lease agreement when special circumstances exist. Requests for such special termination should be made in writing to the Residence Life Office stating the reasons for the request. When early termination occurs, the Resident will forfeit the deposit, liquidated damages of \$100.00 will be assessed for housing, and rent will be prorated through the date of check-out.
- d. The University may terminate this contract and take possession of the room for violation of this contract, University rules, regulations, or policies. Students may be denied future contracts based on past behavioral incidents, including, but not limited to drugs, alcohol, and vandalism related incidents. If the University requires the contract to be terminated for behaviors including, but not limited to violations of the Code of Student Conduct and Discipline, the room deposit will be forfeited.

VI. UTILITIES: The University shall cover all costs of water, sewage, electricity, ethernet access, local telephone and basic television cable service. Utilities shall be used only for normal household purposes and not wasted.

VII. AGREEMENTS OF RESIDENT: Resident expressly agrees that:

- a. Resident shall pay for all damages to the apartment unit and the furnishings, normal wear being expected. The resident is also liable for damage to or tampering with fire safety equipment to include smoke detectors and fire extinguishers.
- b. Resident may not replace University owned furnished bed with water furniture.
- c. Resident shall comply with city, county, state, and federal laws and regulations and all rules and regulations of Sam Houston State University and the Department of Residence Life.
- d. Clothes washers and/or dryers will not be installed in any apartment.
- e. Resident shall not assign or sublet this lease, or any of his/her rights concerning this apartment unit, or any part thereof, or interest herein.

- f. Resident shall not allow any other person, or persons to occupy any part of the apartment unit other than the assigned roommate. Cohabitation is strictly prohibited.
- g. Resident shall not keep firearms, explosives, or any noxious, dangerous, or flammable substances within the apartment unit.
- h. The apartment unit shall be used for residential purposes only by the Resident.
- i. Resident will use the premises in a reasonable manner, having due regard for the rights of other residents, especially with respect to access, cleanliness, and noise.
- j. Resident shall report to the University any change in personal status that affects his/her qualification for residing in this apartment.

VIII. PHYSICAL IMPROVEMENTS AND ALTERATIONS: Resident shall neither make nor cause to be made any improvements, additions, or alterations of any kind to the premises.

IX. CASUALTY LOSS: If the premises or any part thereof are damaged or destroyed by fire or other, the University shall have the option to rebuild or replace such damage to terminate this lease. If the University should elect to restore the premises, the University shall not be liable for any inconvenience or annoyance caused Resident arising from necessary repairs.

X. UNIVERSITY'S RIGHT TO ACCESS: The University reserves the right to enter a resident's apartment for the following reasons: during regular business hours (and at other times with advance notice, if possible, to the resident(s)) to conduct periodic maintenance, custodial and safety checks; to perform necessary maintenance during regular business hours (and at other times with advance notice, if possible, to the resident(s)); when the University reasonably believes any person(s) occupying the apartment may be physically harmed or in danger; and when the University reasonably believes University rules, regulations, and/or policies are being violated in the apartment. When the University reasonably believes University rules, regulations, and/or policies are being violated in the room, University officials may perform administrative searches of students' personal property in the apartment.

XI. BREACH OF CONTRACT: Breach of contract will result in forfeiture of the deposit of Resident and termination of the contract. This contract will be considered to have been breached for: failure to check out properly, violation of policies and regulations established by the University, failure to make payments as scheduled, or for failure to abide by the terms and conditions of the contract.

XII. LIABILITY: Resident hereby understands and agrees that the University will not be liable for any damages or losses to persons or property caused by the Resident, guests of the Resident or roommate's and/or their guests. The University shall neither be liable for personal injuries or damages or losses of Resident's or roommate's person or personal property caused by theft, vandalism, fire, smoke, natural phenomena, or other catastrophic influences. The University maintains no insurance for personal loss; therefore, it is recommended that the Resident consider insuring valuable property.

XIII. APPLICABLE POLICIES AND REGULATIONS: Upon acceptance of this contract the Resident is subject to policies, rules, and regulations as published in the Residence Life Brochure, the Apartment Handbook, the University catalogues, Student Guidelines Handbook and Daily Planner, and all other publications of the University.

XV. FINANCIAL AID PAYMENTS: It is understood and agreed that any University administered financial aid (scholarships, loans, grants, etc.) may be applied in total by the University against the resident's semester rent and/or board charges, including unpaid balances, despite any payment plan option elected by the resident or conflicting contract terms or references herein.

XVI. REFUNDS: All refunds (including deposits) to resident will be first applied to any outstanding debt to the University including, but not limited to, past due accounts and future installment payments. Any refund that is more than these types of payments will be distributed to the student by the method indicated on the student's BearkatOne Card.

XVII. CANCELLATIONS FOR SUMMER: This contract must be canceled, in writing, by May 20, 2009 for Summer Session I and July 1, 2009 for Summer Session II in order to receive a \$190.00 refund of the apartment deposit (\$200.00 less \$10.00). Students who cancel their reservation after these deadlines will forfeit entire \$200.00 deposit.

Resident acknowledges that institutional regulations and policies affecting housing agreements are subject to changes and additions. Such changes and additions to institutional regulations and policies shall be officially announced and/or posted on bulletin board(s) in the apartment complex and this announcement or posting shall constitute actual notice to the Resident. The changes shall become effective and binding at the first date of posting or official announcement. The delivery of this contract by Sam Houston State University to the Resident named constitutes an offer of housing accommodations. The contract becomes effective upon execution of the agreement by both the Resident and an authorized University official.