

## 2012-2013 Terms and Conditions (Contract is for full academic year)

This contract is an agreement between Sam Houston State University (the “University”), a member of The Texas State University System, and an agency of the State of Texas, and the individual student (the “Resident”) who is identified via the MySam Housing Portal. This contract does not constitute a commitment of admission as a student to the University. This contract may be terminated only under the conditions specified herein. Before entering into this contract, the Resident (parents and/or guardians) are urged to carefully read this contract. When the residence hall space acceptance form for newly assigned students, or contract renewal for returning students, is completed electronically and transmitted to The Department of Residence Life via the MySam Portal, it becomes a binding contract between the Resident (his or her parent or guardian if the student is under 18 years of age) and the University. Completion of this contract is for a space on-campus only and does not guarantee assignment to a particular room, roommate or residence hall. This contract is binding regardless of the particular residence hall, roommate or room assignment. By the Resident’s electronic signature below, the Resident acknowledges they read and agree to the terms of this contract.

### Housing Provisions:

#### I. CONTRACT PERIOD:

- A. The term of this contract is for the full academic year (Fall 2012 to Spring 2013), or if entered into after the start of the Fall semester, for the remainder of the academic year. Housing charges do not cover periods between semesters. The University reserves the right to utilize rooms as necessary between semesters. Residents will be given prior notice to turn in their key and vacate their room during these periods.
- B. The Resident may occupy an assigned room beginning on the day the halls officially open until the halls officially close. Failure to properly check into the residence hall as instructed by the University Residence Life department could result in the assignment of the room to another Resident. Further, upon such failure, the University shall have the right to retain the \$200.00 housing deposit (the “Housing Deposit”) which accompanied the housing application as liquidated damages. The University shall provide check-in procedures at least one (1) week prior to the required check-in time and check-out procedures at least one (1) week prior to graduation each semester.
- C. Any Resident moving into or leaving a hall before official opening or after the closing date must have approval from the Director of Residence Life or designee and will be charged a room rate in addition to the normal housing charges.

**II. CONSIDERATION OF THE CONTRACT:** This contract is personal and non-transferable. It guarantees the Resident a license to occupy and use a space on campus (not a particular room, residence hall, or roommate choice). The University reserves the right to make all hall and room assignments and to make any subsequent changes considered advisable or necessary. **Residents are not permitted to assign or sublease their room to any person.** Residents may use rooms for Residential purposes only. Other uses are in violation of University policy and may result in the termination of the contract and/or disciplinary action. This contract is issued only after the University has officially accepted a student for admission.

**III. ELIGIBILITY FOR RESIDENCY:** The Resident must be enrolled as a student during their term of occupancy. There is no minimum number of hours that must be taken by the Resident. Housing charges are based on a double occupancy basis and the Resident will share the room with the assigned roommate(s). There are extra fees required for a private room (if space is available). The Resident shall vacate University housing within 48 hours if they cease to be an enrolled student at the University.

**IV. DEPOSIT:** The Resident shall deposit two hundred dollars (\$200.00), which is not a housing charge 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 the Resident’s breach of any terms, conditions and or articles contained herein, or for past due balances with the University. In the event the Resident properly performs all the terms, conditions and/or articles of this contract, the University shall the deposit 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. The University may use the deposit to cover charges for damage repair, cleaning, and/or charges for which the Resident is legally liable under this contract. The Resident shall be

responsible for any charges in addition to the amount covered by the deposit. Resident's deposit must remain on file with the University in order to renew a housing reservation for the following summer and/or academic year.

**V. HOUSING CHARGE PAYMENTS:** Housing charges are billed each semester and are subject to change without notice. Each semester's housing charges will be due according to established University fee deadlines. Failure to pay the required housing charges could result in immediate removal from housing, loss of future housing priority, and/or registration and transcript blocks.

**VI. PAYMENT OF ACCOUNTS:**

- A. Housing charges for the fall and spring semesters may be made according to the payment schedules: Plan A - Balance of semester housing charges at registration; or Plan B - 1/2 Balance of semester housing charge due at registration with the remainder due in two equal payments (before the 6th class week and 11th class week respectively) including any installment fees the University may assess. Refer to Resident's fee statement for exact due dates for payments.
- B. Housing charges will follow University tuition payment schedules. Rates are as published in the current rate schedules and brochures and are subject to change as approved by the Board of Regents, Texas State University System.
- C. **All housing charges, fees, and damage charges are due immediately upon request and will be considered delinquent if not paid within ten (10) days. Failure to meet financial obligations to the University may result in any or all of the following noninclusive sanctions: dismissal from the University, withholding future registration privileges, withholding the issuance of an official transcript, withholding the conferring of a degree, and/or barring readmission.**
- D. 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 Resident will be required to pay all collection costs, including collection agency fees, legal fees, and other costs incurred in collecting the amounts due.

**VII. CANCELLATIONS:**

- A. **FOR FALL SEMESTER:** This contract must be canceled, in writing, by July 1, 2012 before the start of the academic year covered by this contract, in order to receive a \$190.00 refund of the room deposit (\$200.00 less \$10.00). Cancellations after July 1, 2012 but before August 16, 2012 forfeit \$100.00 of the deposit (\$200.00 less \$100.00). Cancellations received after August 16, 2012 will forfeit entire \$200.00 deposit. Residents canceling a reservation within 10 days of making the reservation will receive \$190.00 refund (\$200.00 less \$10.00), provided they have not accepted a key at check-in.
- B. **FROM FALL TO SPRING:** If Resident is not attending Sam Houston State University for the Spring semester of the academic year, the Resident must cancel the contract in writing by December 1, 2012 in order to be eligible for a refund, according to section VIII., REFUNDS, of the Resident room deposit. If Resident re-enrolls for the spring semester, Resident is still responsible for fulfilling the terms of the contract; please refer to section XVII., TERMINATION OF CONTRACT.
- C. **FOR SPRING (new reservations only):** This contract must be canceled, in writing, by January 4, 2013 in order to receive a \$190.00 refund of the room deposit (\$200.00 less \$10.00). Cancellations received after January 4, 2013 will forfeit entire \$200.00 deposit.

**VIII. REFUNDS:** All refunds (including deposits) to the 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 the amount applied to a housing debt will then be applied to other debts owed to the University. The Resident shall be refunded the amount in excess of a debt owed to the University in accordance with the refund policy and procedures established by the Bursar Office of the University.

**IX. HOUSING CHARGE REFUND SCHEDULE:** This contract is for the full entire academic year. If a Resident terminates this contract during the Fall semester (or during the Spring semester if the Spring semester is the Resident's first semester at the University), the Resident will be responsible for the rent until the day of official check-out. Rent will be pro-rated on a daily basis.

**X. ROOM ASSIGNMENTS:**

- A. The Resident is not guaranteed a specific assignment. The University reserves the right to make assignments and reassignments of accommodations as considered necessary.
- B. When single vacancies occur, consolidation may be required unless arrangements and payments are made for a private room; private rooms require an additional charge of 1/2 the double occupancy housing plan rate for the semester. If the Resident does not comply with a consolidation request by the given date, the Resident may be assessed the private room rate. (See XIII., PRIVATE ROOMS).
- C. The Resident agrees that any change in room status, such as a private room, moving into a premium room, or changing on-campus facilities may affect the housing plan rate. Any refund of the overpayment will be refunded according to section VIII.,

REFUNDS. Any additional charges will be assessed to the Resident's account and will be due within ten (10) days from when the move or change in room status is completed.

- D. The University draws students from many states, nations, races and religions. Each Resident shall respect the rights of all students in University residence halls. Admission to the University and any of its sponsored programs is open to qualified individuals regardless of race, color, religion, sex, national origin, or disability. Room and roommate assignments are made without regard to race, color, religion, disability, or national origin.
- E. The Resident's room is assigned according to the date of the deposit and the Resident has supplied the University with appropriate Bacterial Meningitis Vaccination verification (if applicable). Temporary assignments will be made for a Resident who applied after all permanent spaces have been assigned. The same contract terms will apply to the Resident assigned to temporary space that apply to all other Residents.
- F. Specific roommate requests will be honored when individuals are mutually specified and adequate space exists. The average housing application date of both roommates will be used to make assignments for both individuals. The University does not guarantee that all roommate requests can be arranged.
- G. 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.

#### **XI. RESPONSIBILITIES FOR THE ROOM:**

- A. The University agrees to provide a room in a habitable condition and will make an effort in conjunction with the Resident to create a worthwhile, educationally relevant living experience in an environment suitable for studying and sleeping. Except in cases of the Resident's negligence, the University agrees to make necessary room repairs in a reasonable time. The University agrees to provide garbage collection, hot and cold water in reasonable quantity, and electricity in sufficient quantity to heat/cool the facility according to the heating/cooling system of the residence hall. The University will not be responsible for disruptions in service that are beyond University control. In the event of utility or facility disruptions, housing charges will not be reimbursed. The Resident is highly encouraged to have either renter's insurance or personal property insurance for their belongings while living on campus.
- B. Resident shall neither make nor cause to be made any improvements, additions, or alterations of any kind to the premises. The Resident will be held accountable for the condition of the room (other than normal wear and tear) and all furnishings assigned to that room, and will reimburse the University for all damage to or loss of these furnishings and accommodations. The Resident is responsible for maintaining the cleanliness of their rooms and residence hall public areas. Additionally, the Resident may be held accountable for any abnormal wear, damages, or cleaning in public areas of their hall to include billing of damages to individual Residents when confirmed, as well as billing of damages or abnormal cleaning to living unit groups if damages and/or vandalism can be attributed to a specific floor, ramp, wing, or a section therein. Determination of the amount of such loss or damage will be made by the University. Failure to pay the assessment may result in a registration, graduation, and transcript block, loss of the housing deposit and/or loss of future housing privileges.

**XII. TEMPORARY ASSIGNMENT ACCOMMODATIONS:** At the beginning of each semester, occupancy may be expanded through the assignment of a Resident to "tripling" of what are normally double-occupancy rooms. A new Resident assigned to permanent spaces as well as returning residence hall students should be prepared to be assigned a third roommate and may not know until their arrival that a temporary assignment has been placed in their room. Temporary assignment spaces are used until regular double occupancy room accommodations become available, which may be the entire semester. Residents who accept over assignment accommodations are bound by all the provisions of this contract. Residents remaining in temporary assignment conditions after the third week of classes will receive a prorated reduction in their housing charges.

**XIII. PRIVATE ROOMS:** A private room is not guaranteed to any Resident during the academic year. However, if space permits, private rooms may be available for an additional charge on a semester basis only. During all semesters, the University reserves the right to require single occupants of rooms, except those who have paid for a private room, to move together when to do so will: (1) reduce the cost of utilities, (2) facilitate cleaning, (3) make space available for the housing of special groups, or (4) support the private room policy. (See X. (A), ROOM ASSIGNMENTS).

**XIV. HALL CHANGES:** Hall changes are made based on availability. Residents changing halls during the contract period, from a less expensive to a more expensive hall, will be required to pay the difference in housing charges. If the move is to a less expensive hall, the housing fee difference will be refunded according to section VIII. REFUNDS. Housing fee differentials will be computed on a prorated basis unless the move is completed prior to the first day of classes. The hall staff must first approve the request, before the move(s) can take place. Residents who move prior to receiving written approval may be subject to a \$100.00 charge and disciplinary procedures.

**XV. ROOM CHANGES:** A Resident may request relocation to another room within the same residence hall, at times

specified by the University, throughout the year. Residents must submit Room Change Requests forms to their hall staff. The hall staff must first approve the request, before the move(s) can take place. Residents who move prior to receiving written approval may be subject to a \$100.00 charge and disciplinary procedures.

**XVI. RENEWAL OPTION:** All eligible Residents may renew their contract each academic year during the contract renewal period in the Spring. The entire housing deposit will be transferred each semester as long as the Resident remains enrolled and lives in a University residence facility. All Residents choosing the renewal option agree to be bound by all policies, terms and conditions of this contract.

**XVII. TERMINATION OF CONTRACT:**

- A. This contract is binding for the full academic year (both fall and spring semesters).
- B. Only official resignation from the University will immediately terminate this contract; the room deposit will be forfeited, with housing charge assessed according to section IX. HOUSING CHARGE REFUND SCHEDULE. A Resident who remains enrolled in the University, but moves out of University housing without approval from the Department of Residence Life, will be charged for the entire term of the contract and the room deposit will be refunded provided check-out procedures are followed and all housing accounts are paid in full.
- C. The University may terminate this contract and take possession of the room for violation of this contract, University rules, regulations, or policies. Residents 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. The Resident may terminate this contract only through completion of the terms set forth herein.
- D. The Resident may request early termination of this contract in writing to the Department of Residence Life **only under specific circumstances that did not previously exist at the time the contract became active (at check-in)**. *This does NOT result in automatic approval, and cancellation will only be approved for certain mitigating circumstances, provided that appropriate documentation or evidence is supplied by Resident. If early termination is APPROVED, Resident will forfeit room deposit and liquidated damages of \$100.00 will be assessed for housing. Housing charges will be prorated by day until proper and official check-out is completed.*

**XVIII. TERMINATION BY THE UNIVERSITY:** If a Resident is suspended, dismissed, expelled, or otherwise removed from the University or the Residence Halls for disciplinary reasons, the University has the right to terminate the contract. In such cases, the Resident will be required to vacate the room within 48 hours after notification of such action by the University, or sooner if, in the opinion of the Director of Residence Life or designee, there is a threat to the welfare of persons or property. When the Director of Residence Life or designee believes that the continued presence of a Resident in the residence halls poses a continuing danger to persons or property or presents a threat of disrupting the normal operations of the residence halls, the Resident may be removed from campus housing. A Resident who is removed from a residence hall for behavior not in-keeping with this contract will automatically forfeit their housing deposit and are subject to housing charge assessed according to section IX. HOUSING CHARGE REFUND SCHEDULE. By signing this Contract the Resident grants the University the right to conduct a criminal background check on the Resident at any time, either prior to room assignment or during the term of this contract. The University reserves the right to deny a Resident a room or immediately remove a student from university housing based on information obtained in a criminal background check, including, without limitation, when the Resident is a registered sex offender (whether public or nonpublic). This provision should not be interpreted to impose a duty on the university to run a criminal background check on any Resident.

**XIX. BREACH OF CONTRACT:** The Resident will be considered in breach of this contract for, but not limited to: violation of policies and regulations referred to in this contract, failure to make payments as scheduled, or for failure to abide by the terms and conditions of this contract. Nothing herein shall be considered a limitation or derogation of the University's right to terminate this contract under section XVII. TERMINATION OF CONTRACT.

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

**XXI. PERSONAL INJURY / PERSONAL PROPERTY INSURANCE:** Although reasonable steps are taken to maintain all university facilities and grounds and to provide adequate security, the University does **NOT** assume responsibility for loss or damage to personal property or for any personal injury (including death, rape or assault), caused by acts of nature, fire, water, smoke, utility or equipment malfunctions, or caused by the negligent or criminal conduct or acts of any student Resident, guest or

invitee of any student Resident, which occur in its buildings or on its grounds, prior to, during or subsequent to the period of this contract. *The University maintains NO insurance for personal property loss for a Resident, and therefore, it is recommended that the student consider insuring valuable property.*

**XXII. APPLICABLE POLICIES AND REGULATIONS:** Upon acceptance of the contract the Resident is subject to policies, rules, and regulations as published in the **Residence Hall and Apartment Handbook, SHSU Undergraduate Catalogue, Student Guidelines Handbook and Daily Planner**, all other publications of the University, and the Texas State University System Rules and Regulations as part of this contract. In the event of a conflict in published policies, the provisions of this contract will govern. Copies of these publications are available in the Department of Residence Life and posted on the Department's website.

**XXIII. FINANCIAL AID:** The University will apply financial aid (scholarships, loans, grants, etc.) against the Resident's housing charges owed to the University including unpaid balances, despite any payment plan option elected by the Resident or conflicting contract terms or references herein.

**XXIV. RELATIONSHIP OF PARTIES:** This contract creates a license to occupy and use a room assigned to the Resident as the Resident's temporary residence during the term of this contract and is not a lease of University property. No landlord/tenant relationship shall be construed between the University and the Resident.

**XXV. 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 or to terminate this license to occupy and use a room. 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.

**XXVI. WAIVER AND INDEMNITY:** WITH THE EXCEPTION OF THOSE CLAIMS ARISING OUT OF THE UNIVERSITY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, THE UNIVERSITY SHALL NOT BE LIABLE TO THE RESIDENT, OR THOSE CLAIMING THROUGH OR UNDER THE RESIDENT, FOR INJURY, DEATH OR PROPERTY DAMAGE CAUSED BY ACTS OF NATURE, FIRE, WATER, SMOKE, UTILITY OR EQUIPMENT MALFUNCTIONS, OR CAUSED BY THE NEGLIGENT CONDUCT OR ACTS OF ANY OTHER PERSON OCCURRING IN, ON OR ABOUT THE RESIDENCE HALLS, AND THE RESIDENT SHALL INDEMNIFY THE UNIVERSITY AND HOLD IT HARMLESS FROM ANY SUCH CLAIM OR DAMAGE.

**XXVII. CONFLICTING PROVISIONS:** The University has the right to determine when provisions of this contract are violated and to determine the appropriate course of action. If any section or subsection of this contract is ruled to be illegal or invalid, this will not affect the validity or enforceability of the remaining provisions of the contract.

**XXVIII. GOVERNING LAW:** The validity of this contract and all matters pertaining thereto, including but not limited to, matters of performance, non-performance, breach, remedies, procedures, rights, duties, and interpretation or construction shall be governed and determined by the Constitution and the laws of the State of Texas. Any lawsuit to enforce this contract must be brought in Walker County, Texas.

## **Additional Meal Plan Provisions for "First Year Students"**

**I. DEFINITION:** A "First Year Student" is a student who has graduated from high school the previous year to attending Sam Houston State University.

**II. DINING PLAN REQUIREMENT:** A First Year Student that is also a Resident shall purchase a University dining plan (All Access, 20 Meals per week, or 15 Meals per week) for the full academic year (or remainder of the academic year for those that apply for housing after the beginning of the fall semester). All other Residents are not required to purchase a dining plan, but are encouraged to do so. Any exceptions to the dining plan requirement will be determined by the Director of Residence Life or designee.

**III. TERMINATION: IN THE EVENT THIS CONTRACT IS TERMINATED FOR ANY REASON PRIOR TO THE END OF THE ACADEMIC YEAR, IT WILL NOT TERMINATE THE DINING PLAN CONTRACT. A RESIDENT MUST TERMINATE THE DINING PLAN CONTRACT BASED ON THAT CONTRACT. It is the student's responsibility to cancel or modify their dining plan upon early termination of this contract.**