

2011-2012 First Year Students Residence Hall Contract Terms and Conditions (Contract is for full academic year)

HOUSING PROVISIONS:

I. 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 the 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. 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.

II. ELIGIBILITY FOR RESIDENCY: All residents of University housing must be enrolled students during their term of occupancy. There is no minimum number of hours that must be taken as long as the student is enrolled. Rooms are rented on a double occupancy basis and students are expected to share the room with the assigned roommate(s). There are extra fees required for a premium double assignment (larger size double room) or a private room (if space is available). Residence hall space may not be sub-leased under any circumstances. All un-enrolled students must vacate University housing 48 hours after they become un-enrolled.

III. ASSIGNMENTS: Students are not guaranteed a specific assignment. The University reserves the right to make assignments and re-assignments of accommodations as considered necessary. 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 rent rate for the semester. If student does not comply with a consolidation request by the given date, student may be assessed the private room rate. Room assignments are made without regard to race, color, religion, or national origin. New students are assigned according to the date of the deposit. Temporary assignments will be made for those students who have applied after all permanent spaces have been assigned. The same contract terms will apply to students assigned to temporary space that apply to all other students. Specific roommate requests will be honored when individuals are mutually specified and adequate space exists. The most recent deposit date will be used to make assignments for both individuals. Transfers to another residence hall may cause an adjustment in amount of rent owed. Any decrease will be prorated and refunded to student according to section XII., REFUNDS. Any increase in rent will be assessed to the student's account. 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.

IV. ROOM ENTRY: The University reserves the right to enter a student's room for the following reasons: during regular business hours (and at other times with advance notice, if possible, to the student) 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 student); 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 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 room.

V. PROPERTY DAMAGE: The student is responsible for the assigned room and its contents and will be charged for any and all damages occurring during the term of occupancy. The student is liable for any damage to any University property, including lobbies, hallways, and other public areas, which is caused by his or her willful actions or negligence. The student is also liable for damage to or tampering with fire safety equipment to include smoke detectors and fire extinguishers. *Students may be held accountable for any abnormal wear, damages or cleaning in public areas of their residence hall to include billing all members of living unit groups if damages and/or vandalism is attributed to a specific floor, wing, or section therein.* The students will not be liable for normal wear and tear. Damage to University property may subject a student to disciplinary and/or legal actions in addition to being charged for the damages. When charges are made, the said amount is due immediately upon receipt of a bill in order that the room deposit will remain on file. Delinquent damage charges may be deducted from the room deposit and/or be handled as provided under section X., PAYMENT OF ACCOUNTS.

VI. LIABILITY: The University does not assume responsibility for loss or damage to personal property of students, including property stored during or between terms of occupancy. *The University maintains no insurance for personal loss, and therefore, it is recommended that the student consider insuring valuable property.*

GENERAL PROVISIONS:

VII. APPLICABLE POLICIES AND REGULATIONS: Upon acceptance of the contract the student is subject to policies, rules, and regulations as published in the **Residence Life Brochure, Residence Hall 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](#).

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

IX. TERMINATION OF CONTRACT: This contract is binding for the full academic year (both fall and spring semesters). Only official resignation from the University will immediately terminate this contract; the room deposit will be forfeited, with room rent and meal plan will be prorated on a daily basis. Students who remain enrolled in the University, but move out of University housing without approval from the Department of Residence Life, will continue to be charged for rent and the meal plan for the entire term of the contract and the room deposit will be refunded provided check-out procedures are followed and all housing and food accounts are paid in full. 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. The student may terminate this contract only through completion of the terms set forth herein. The student 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 student. If early termination is APPROVED, student will forfeit room deposit, liquidated damages of \$100.00 will be assessed for housing, and \$25.00 for meal plan if applicable. Rent and meal plan will be prorated by day until proper and official check-out is completed.*

X. PAYMENT OF ACCOUNTS: Rent and meal plan payments for the fall and spring semesters may be made according to the payment schedules: Plan A - Balance of semester rent and meal plan charge due at registration; or Plan B - 1/2 Balance of semester rent and meal plan 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 student's fee statement for exact due dates for payments. Rent and meal plan 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. A late fee of \$10.00 will be assessed if payment is received after the above deadlines. **All rent, 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 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.

XI. BREACH OF CONTRACT: This contract will be considered to have been breached for: violation of 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 IX., TERMINATION OF CONTRACT.

XII. REFUNDS: All refunds (including deposits) to student 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 refunded to the student and will be distributed to the student by the method indicated on the student's BearkatOne Card.

XIII. CANCELLATIONS FOR FALL: This contract must be canceled, in writing, by July 1, 2011 in order to receive a \$190.00 refund of the room deposit (\$200.00 less \$10.00). Cancellations after July 1, 2011 and by August 17, 2011 forfeit \$100.00 of the deposit (\$200.00 less \$100.00). Cancellations received after August 17, 2011 will forfeit entire \$200.00 deposit. Students canceling a reservation within 10 days of making the reservation will receive \$190 refund (\$200 less \$10.00), provided they have not accepted a key at check-in. **FROM FALL TO SPRING:** If student is not attending Sam Houston State University for the Spring 2012 semester, the student must cancel the contract in writing by December 1, 2011 in order to be eligible for a refund, according to section XII., REFUNDS, of the student room deposit. If student re-enrolls for the spring semester, student is still responsible for fulfilling the terms of the contract; please refer to section IX., TERMINATION OF CONTRACT.

CANCELLATIONS FOR SPRING (new reservations only): This contract must be canceled, in writing, by January 6, 2012 in order to receive a \$190.00 refund of the room deposit (\$200.00 less \$10.00). Cancellations received after January 6, 2012 will forfeit entire \$200.00 deposit.

XIV. CHANGING ROOM STATUS: Student agrees that any change in room status, such as a private room, moving into a premium room, or changing residence halls, will affect the rental rate. Any refund of the overpayment will be refunded according to section XII., REFUNDS. Any additional charges will be assessed to the student's account and will be due within ten days from when the move or change in room status is completed.

MEAL PLAN PROVISIONS:

XV. SELECTION, LOCATIONS, RATES, COLLECTION:

The delivery of this contract by Sam Houston State University to the student constitutes an offer of dining accommodations. Due to varying number of students contracted for dining services, the University reserves the right to limit and/or modify cafeteria service hours and/or to close one of the cafeterias during the contracted period. Student also agree and understand should this contract be turned over to a collection agency for nonpayment that student is liable for the collection agency fees, as well as attorney's fees and court cost incurred by the University and/or the collection agency.

All first year students are required to purchase one of three options: a 7 day 20 meal plan, a 7 day 15 meal plan, or an Any 160 meal plan for the full academic year (fall and spring semesters). If no meal plan is indicated, student agrees, by default, to contract for the 7 day 15 meal plan. (A meal is defined as one entry per meal period.) All three first year meal plan options cost the same.

XVI. MEAL PLAN PAYMENT: **If the required payment is late, the meal plan will become inactive and admission to the cafeteria(s) will be barred until the payment is made in full; full board charges will continue to accrue.** A \$10.00 late charge will be assessed for all late payments as per section X., PAYMENT OF ACCOUNTS. Student will be liable for the full payment plus any late charges assessed. As described in the SHSU catalogues, 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 re-admission. **The University may also turn past due accounts over to the credit bureau and the amount due will be posted on the student's credit report as past due.**

XVII. CHANGE OF MEAL PLANS: First year students may change between the 20 and 15 meal plan for no penalty. First year students on the Any 160 meal plan may not change to another meal plan until all 160 meals have been used. At that time, student may choose another meal plan and pay the pro-rated amount. Bonus Points may be affected, as per section XVIII., BEARKAT EXPRESS AND BONUS POINTS, below.

XVIII. BEARKAT EXPRESS AND BONUS POINTS: Bonus points for the meal plans are published in the Residence Life brochure and are on the Residence Life website at www.shsu.edu/reslife. Any bonus points that a student may receive from signing the meal plan contract require the student to remain on the plan the entire semester. Early termination of the contract will be cause for immediate cancellation of the bonus points offer. If the student has used part or all of the bonus points and thereafter is approved for termination of contract, in accordance with section IX., TERMINATION OF CONTRACT, the student's meal plan prior to the conclusion of the semester, **the student will be required to reimburse the University the entire bonus points originally granted to the student** by deduction from the meal plan refund due the student or, if the student is not entitled to a refund, the student shall be charged for the entire amount of the bonus points at the time the meal plan is canceled. Money deposited into student's Bearkat Express account is non-refundable and the free bonus points may not be redeemed in cash. Remaining money that has been deposited into the Bearkat Express account, including bonus points, will be deleted at the end of the second summer session. The student may use the Bearkat Express at any of the ARAMARK facilities on the SHSU campus. If student contracts for a meal plan after the fifth day of class, student will receive a prorated amount of bonus points. The remaining balance in the Bearkat Express account at the end of the second summer session will be forfeited.