Sam Houston State University
Residence Life
Student Affairs

Residence Life Contract Terms and Conditions

The below terms and conditions constitute the Housing Contract for the Contract Period of fall/spring, spring only, or summer between Sam Houston State University ("University" or "SHSU Residence Life") and the Contract Holder ("You") identified below. The University grants You a license to use an assigned room within the University housing system as Your temporary residence during the Contract Period, subject to the following terms and conditions:

1) Eligibility
   a) As outlined in the Sam Houston State University Catalog, all students who have graduated from high school within the current or previous calendar year must reside in University housing and purchase a meal plan for their first year, which will normally include the fall and spring semesters.
   b) For Long Semester Terms (fall/spring) You must be an enrolled student at the University actively pursuing a degree at the University to be eligible to live in the University residence halls. However, dropping to part-time status after the beginning of a semester will not terminate this Agreement.
   c) For the Summer Semester, You do not need to be enrolled in classes; however, You must be a continuing student at the University and have a future on-campus booking. A continuing student is enrolled for the previous Spring semester and/or the following Fall semester at the University. If You are not a continuing student, You must be enrolled for summer school.
   d) You must be able to perform Your independent tasks or have an attendant to assist You. The University does not provide attendant care services.
   e) Per House Bill 355, registered sex offenders are not permitted to live in University-owned housing, which includes the University residence halls and apartments.
2) Occupancy Dates
   a) Long Semester Terms (fall/spring): Residential Buildings are typically open in August the week before classes begin (in January the weekend before the start of classes) and close on the Sunday after Graduation ceremonies.
   b) Summer Occupancy: Designated building(s) will open the day before the enrolled summer session begins and will close on the last day of Your summer enrollment. Students in other communities seeking summer housing will be relocated as needed. To stay within the halls during the summer semester, You must sign an additional contract outside of the long semester term contract for an additional cost.
   c) The University may offer winter break housing at a designated fee as indicated on the website. If You plan to return to the same room in the spring semester, You may leave your (non-perishable) possessions in the room, but You will not be able to access the room between semesters.
3) Obligations and Responsibilities of You, the Contract Holder
   a) You agree to pay all charges as due and to comply with and abide by the terms and conditions of this Housing Contract, Residence Life Handbook, the Student Code of Conduct, University Policies, and all other University rules and regulations, which are now or, may in the future, be in effect, governing Your conduct or about the University residence hall (individually and collectively, "The University Regulations").
   b) By signing this Housing Contract, You acknowledge and agree that rates or fees are subject to change by legislative action or otherwise, including changes made to University Regulations. Such changes affecting the Housing Contract are officially announced and/or posted. The announcement or posting constitutes actual notice and the changes become effective and binding immediately.
   c) You agree that you will use Your assigned room only as your personal living space. You agree not to sell, sublease, or assign this Housing Contract and/or your assigned room to anyone, and if You violate this term of your Housing Contract, you understand that this Housing Contract may be terminated effectively immediately, and no refunds will be made.

d) You understand that if You violate any of the terms or conditions of this Housing Contract or University Regulations, You may be subject to disciplinary action, including the immediate termination of this Housing Contract. In such an event, the University may refuse to offer You a Housing Contract for the future.
e) You understand that if You engage in action or conduct the University determines is disruptive to the use and enjoyment of the residence halls by other students, or if You fail to adjust to and follow community living standards, including roommate contracts agreed upon by both roommates, You will be subject to disciplinary action and may be required to change residence within University-owned housing, or this Housing Contract may be terminated and the University may refuse to offer you a Housing Contract in the future.
f) You agree to keep Your Housing Contract and student information updated by use of the SHSU MySam Student Portal. Failure to provide this information can result in cancellation and charges made according to this Housing Contract.
g) You are required to vacate Your assigned space within 48 hours if not enrolled at the University. Exceptions may be made, on a case-by-case basis, provided such exceptions are in writing and are signed by the Executive Director of SHSU Residence Life or designee.

4) Payments
   a) You must submit a $50 non-refundable Application Fee with this Housing Contract (unless the University waives Your application fee). Rent fees are applied before the start of each term to Your student bill.
   b) You must make room payments to the Cashiering Services within the deadlines for full or installment payment schedules established by SHSU and published online before the beginning of each semester.
   c) Failure to meet payment deadlines will result in a hold being placed on Your student records and may result in late fees, denial of access to residential facilities, this Housing Contract may be terminated and You may be subject to eviction proceedings and denial of a future Housing Contract. This hold will keep You from registering or obtaining an official academic transcript. The University may employ the services of attorneys or outside collection agencies to assist in the collection of delinquent accounts on all financial obligations incurred and any fees related to these activities will be added to Your outstanding balance. Any payment made toward housing costs that are not needed will be applied to Your general account.
   d) If You are dismissed from the University residence hall or the University, or if You withdraw from the University for any reason, You are required to pay all charges and penalties accrued under this Housing Contract through Contract Termination deadlines.
5) Cancellation by You, the Contract Holder
   a) Your signed Housing Contract is binding, and You are responsible for the full amount of charges for the Contract Period except as indicated below.
   b) Before the start of the Contract Period
      i) You must cancel Your contract from the University Portal before the beginning of the contract period.
   c) During the Contract Period (including early arrival dates)
      i) Withdrawal or unenrollment from the University:
         (1) If You withdraw from the University through the Registrar's Office during the semester in which the cancellation occurs, Residence Life will notify you to schedule your check-out within 24 hours of withdrawal.
         (2) If You fail to register with the University during the semester in which the cancellation occurs, Residence Life will notify you to schedule your check-out within 24 hours after the University Census Day.
         (3) Once You complete your check-out with Residence Life, Your withdrawal or non-registration is confirmed by the Registrar, You will be billed all charges accrued under this Housing Contract according to Contract Termination deadlines.

ii) Maintaining Enrollment after Contract Termination
   (1) In any event mentioned below, You must fill out a Contract Termination Request through the Housing Portal.
   (2) If in the fall semester, You commit to an academic internship, academic study abroad, or academic co-op program for the spring semester, You must notify SHSU Residence Life on or before December 1 and submit required documentation. Once Your program commitment is confirmed, You will pay the University all charges accrued under this Housing Contract through the end of the fall semester.
   (3) You may apply to terminate your housing contract for financial hardship, extenuating health concerns or marriage. Specific documentation is required for consideration. If approved, You will be billed all charges accrued under this Housing Contract according to Contract Termination deadlines.

iii) Graduation during Contract Period
   (1) If you graduate from the University at the end of the fall semester, You must notify SHSU Residence Life on or before December 1. Once Your graduation is confirmed by the Registrar, You will pay to the University all charges accrued under this Housing Contract through the end of the fall semester.

iv) If You re-enroll in the University during the original Contract Period after canceling the Housing Contract under this section, You will be liable for all charges under the Housing Contract accruing throughout the Contract Period.

6) Termination of Housing Contract by the University
   a) SHSU Residence Life may terminate this Housing Contract and remove You from University housing if any of the following occurs:
      i) You are suspended, expelled, or otherwise removed from the University;
      ii) You breached any of the terms of this Housing Contract; or
      iii) If for any other reason, You cease to be enrolled at the University.
   b) You will be billed all charges accrued under this Housing Contract according to Contract Termination deadlines.
7) Room Assignments
   a) You are contracting for a space within the University residence hall system, not for a specific suite, hall, or room. The University assigns roommates without regard to race, color, national origin, age, religion, disability, veteran status, sexual orientation, gender identity or expression. Only the person(s) assigned to Your room by the University may reside in the room.
   b) The University may assign You to a flex space. If You are assigned to a flex space, You may not request termination of Your Housing Contract for that reason and You must accept a permanent space assignment when offered.
   c) The University reserves the right to make changes in room assignments for such reasons as the University determines to be appropriate in its sole and absolute discretion, including, without limitation, space utilization, consolidation of residents, roommate conflicts, pending disciplinary action, and non-compliance with University Regulations.
   d) The University may take such action as is necessary to control the use of rooms in the event of an epidemic or disaster or other conditions or circumstances that require such control. A room reassignment under these circumstances does not result in a decrease or an increase in the Housing Contract rate.
   e) If You fail to complete your move within 48 hours, You will incur additional fees as detailed in the Residence Life Handbook.
8) Check in to Residential Facilities
   a) You may check in on the designated arrival day for each semester.

b) Check-in occurs when You accept a room key or place any belongings in a room, at which point You are liable for the full amount of this Housing Contract.
c) If You fail to check in by 5 p.m. the day before classes begin, or after a scheduled late arrival date, the University will terminate Your Housing Contract. If Your Housing Contract start date is after the first day of class for the semester term and You fail to check in by the scheduled check-in date, the University may terminate Your Housing Contract.

9) Check Out of Residential Facilities
   a) You must follow the University's check-out procedures to receive clearance to check out. Failure to follow the University's check-out procedures will result in a minimum $50 improper check-out charge.
   b) If You fail to check out during Your scheduled appointment, You will be charged a $50 improper checkout charge. Further, You shall be liable for all damages, costs, and expenses arising out of or related to Your failure to complete a timely checkout, including without limitation, lost revenues, lodging expenses, and any attorney's fees. You agree to indemnify the University and prospective residents for all such damages, costs, and expenses.
10) Care of facilities: equipment: pets
   a) You are responsible for maintaining Your room in a neat and orderly fashion. You shall not cause or permit to be caused damage or alterations to the room, furniture, or equipment. All costs associated with repairs arising out of or related to Your failure to comply with these requirements shall be paid by You to the University promptly on demand.
   b) You understand that you shall be liable for damages or other losses that You or Your guest(s) cause to the residence hall, Your room, or any University furniture or equipment, except for ordinary wear and tear. You will be charged on a prorated basis for public area damage where responsible parties cannot be identified but where reasonable evidence exists that area students are responsible for the damage. You shall pay all such amounts to the University promptly on demand.
   c) For a list of approved and prohibited appliances, visit the Residence Life Handbook.
   d) You must be approved by the Office of Disability Services to have an Emotional Support Animal before the animal is brought into the room. Refer to Policies for On-Campus Residents with Animals for additional information.
11) Conduct
   a) You must comply with and abide by the terms and conditions of this Housing Contract, Residence Life Handbook, the Student Code of Conduct, University Policies, and all other University rules and regulations, which are now or, may in the future, be in effect, governing Your conduct or pertaining to the University residence hall (individually and collectively, "The University Regulations"), all applicable state and federal criminal and civil laws, rules, regulations, including but not limited to those governing the use or possession of alcoholic beverages, gambling, narcotics, controlled substances, and firearms, including all University rules regarding the carrying and storage of handguns by license holders.
   b) Solicitation, including door-to-door sales of goods or services, is not permitted in University residence halls.
12) Fire Safety
   a) Fire safety devices are installed in all residence halls. You and Your guests must immediately evacuate the residence hall any time a fire alarm sounds. Failure to evacuate may result in disciplinary action, including expulsion and fines. Tampering with fire safety equipment is a violation of state law and may result in disciplinary action, including expulsion. You may not disconnect, damage, or tamper in any way with fire safety devices. You will immediately report the malfunction of any fire safety device, including smoke detectors in Your room.
13) Rights and Obligations of the University
   a) University personnel may enter Your room at any time in the event of an emergency and at any reasonable time for any reasonable purpose, including, without limitation, inspection, maintenance, investigation of violations of

law, or in emergencies to ensure protection of health, safety, or property. By signing this Housing Contract, You understand that you are bound by the University's inspection and entry policies as they now exist or may be amended as outlined in the Residence Life Handbook.

b) The University has a duty to remedy or repair conditions materially affecting the physical health or safety of a student to the extent established by applicable law. You will give notice to the University specifying such conditions upon Your discovery of such conditions.
c) The University is not responsible for loss or damages to personal property as a result of fumigation or pest control.
d) The University is not responsible for loss or damages to personal property by theft, fire, or other casualty, whether such losses occur in Your room, public areas, or elsewhere in the residence hall. Items left in Your room when You check out will be disposed of by the University per University policies then in effect.
e) To maintain security standards, the University will install, change, or rekey any exterior door or window of Your room. A charge for labor, materials, overhead, and replacement keys provided by the University shall be paid by You if the University deems You responsible for those costs.
f) The University is not obligated to provide alternative housing for students or roommates of students on the basis of a short-term illness or condition, which does not qualify as an actual disability under applicable federal or state law.
g) The University's duties and obligations under this Housing Contract may be suspended immediately during all periods that University housing is closed because of force majeure events, including but not limited to, any fire, act of God, hurricane, war, government shutdown, order or action, government-mandated evacuation, act of terrorism, epidemic, pandemic, or any other event beyond the University's control. If such an event occurs, the University's duties and obligations in this Housing Contract may be postponed until the University, in its sole discretion, may safely reopen housing. If the University's operations are suspended due to an event under this section of the Housing Contract, the University is under no obligation to refund You any portion of the rent or fees paid.
h) The University may refuse to offer or cancel a Housing Contract or room assignment to an individual whose demands for housing are unable to be met.

14) Miscellaneous
a) This Housing Contract may be amended or supplemented only in writing signed by You and the University.
b) This Housing Contract contains the entire agreement between You and the University and no oral understanding or agreement not incorporated into the Housing Contract shall be binding on either party.
c) This Housing Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created by this Housing Contract shall be performable in Walker County, Texas.
d) If any provision contained in this Housing Contract is determined to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Housing Contract and this Housing Contract shall be construed as if such invalid, illegal or unenforceable provision has never been contained in this Housing Contract.

15) Notices
a) Any notice, request, or other communication required or permitted to be delivered under this Housing Contract shall be in writing and shall be deemed received when delivered by hand delivery, electronic mail, or overnight courier, three days after it is deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to:
i) Contract Holder at the address of Contract Holder's assigned room during the Contract Period

ii) Addressed to Contract Holder before or after the Contract Period or to Guarantor at the address stated in the Residence Hall Contract, or, if to the University, addressed to the University, Department of Residence Life, Box 2416, Huntsville, Texas, 77341.