

TEXAS A&M UNIVERSITY – COMMERCE

Residential Living and Learning

P.O. Box 3011

Commerce, TX 75429-3011

Single Student Housing Contract

Academic Year 2009 - 2010

This document is a contract between Texas A&M University-Commerce (a member of the Texas A&M University System, an agency of the State of Texas, hereafter referred to as “the University”) and the individual resident. It does not constitute a commitment of admission to the University. This contract may be terminated only under the conditions specified herein. Residents (parents and/or guardians) are urged to carefully read this contract in its entirety. When this contract is completed and returned to Residential Living and Learning it becomes a binding contract between the resident (his or her parent or guardian if the resident is under 18 years of age) and the University. **Completion of this contract guarantees space in an on-campus residence hall, but 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.**

1. ELIGIBILITY:

Residents must be currently enrolled, unless special approval has been granted by the Director of Residential Living and Learning or appointed designee. If the resident fails to be admitted to the University, he/she must give written notification to Residential Living and Learning in order to receive a refund of the room deposit. Acceptance of this contract by the University does not constitute a commitment of admission to the University.

2. PERIOD OF CONTRACT:

A. The term of this contract is the 2009-2010 Academic Year (Fall & Spring).

B. The resident may occupy an assigned room beginning on the day and time the halls officially open until the halls officially close. Failure to properly check-in to the residence hall by 9:00 a.m. on the first day of classes could result in assignment of the space to another resident. Further, upon such failure the University will have the right to retain the housing deposit as liquidated damages. Proper check-in consists of contacting a staff member in your assigned hall during the check-in period between the hall opening date and 9:00 a.m. of the first class day, receiving your room key and all check-in materials and publications. Every effort will be made to hold the original assignment if Residential Living and Learning is notified of an anticipated delayed arrival; however, it may be necessary to assign the late resident to other accommodations.

C. Termination of Occupancy will be twenty-four (24) hours after the resident's last examination for the semester for non-graduating residents or until published closing of halls, whichever comes first. Accommodations will be made for a graduating resident. Contact the Hall Director if this service is needed. Proper check-out procedures are to be followed as listed in the *Residential Living and Learning Handbook* and all closing information distributed prior to the end of each semester.

D. Housing during periods when classes are not in session may be made available if the University determines there is sufficient demand. In such instances, additional charges may be required for each resident desiring accommodations. The University reserves the right to consolidate interim residents during break periods.

E. In the event that the assigned accommodations are destroyed, or otherwise made unavailable, and the University cannot furnish other accommodations, then this contract is void. All rights and liabilities of the parties will cease and rental payments previously made by the resident shall be refunded on a pro-rated basis for the period for which accommodations were not made available for the resident.

F. The University residency requirement stipulates that all single beginning undergraduate students who are not commuting from the home of their parents or legal guardians must reside in University housing (residence halls) and are required to purchase a University meal plan of at least 10 meals per week. This policy covers all beginning students who are starting college in the same year as their date of graduation from high school. Students who have been out of high school for one year or more are exempt from this policy. Residents who graduate from high school early and begin attending the University in the Spring semester will be expected to live on campus the next academic year, which would be their regular freshman year, even if they have obtained sophomore status. Students who start college with credits taken while in high school will be expected to complete the academic year contract, regardless if sophomore status is attained at the end of the Fall semester.

3. CONSIDERATION OF THE CONTRACT:

A. The Housing and Meal Plan contract is personal and non-transferable. It guarantees the resident a space (not a particular room, residence hall, or roommate choice) on campus. Residential Living and Learning reserves the right to make all halls and room assignments and to make any subsequent change considered advisable or necessary. Residents are not permitted to sublease their room or any portion of their room to another resident during the contract period. Residents are not permitted to operate a business from their residence hall, nor may they use their address or University phone number as a business address in any way.

B. Residence hall contracts are issued with the assumption that the resident either has been or will be accepted for admission to the University. If the resident fails to enroll he/she must give advance notice of residence hall cancellation as outlined in section 15, Cancellation of Housing Contract.

C. The resident agrees to pay to the University a room fee in accordance with the terms of this contract. The resident also agrees to pay such other fees and charges as are required by the terms of this contract.

D. If the resident is less than eighteen (18) years of age, the parent or guardian further agrees that if the resident for any reason fails to make such payments, the parent or guardian will make all such payments to the University. The University will not enter into a contract with a minor resident. The parent or guardian agrees to guarantee payment as stated in this paragraph by affixing their signature above.

4. ROOM FEE PAYMENTS AND DEPOSITS:

A. The University agrees to guarantee space only after the resident has submitted a housing application, a room deposit, and properly signed and returned this contract. Failure to return this form prior to the due date of the contract (as stated on the assignment letter) may result in the resident losing the originally assigned room although he/she will still have a space reserved on campus until 9 a.m. of the first day of classes.

B. Payment of fees: Each semester's rent will be due according to the established University fee deadlines. Failure to make these payments may result in immediate suspension from the University and eviction from University housing. Failure to pay all fees may result in the University withholding transcript of grades, diploma and other academic records from the resident. Expenses incurred in collecting the total amounts due under this contract, including collection fees, attorney fees, and other costs, including court costs, will be the responsibility of the resident.

C. The room deposit constitutes a reservation deposit and a deposit against damages, unofficial check-out, or any other indebtedness to the University incurred by the resident. The deposit will remain on file each year as long as there are no unpaid fees or damages. Upon notification in writing, the deposit will be returned by mail provided the resident has paid all bills, officially checked out of the residence hall, and has no further indebtedness to the University. If the resident does not request, in writing, that the deposit be refunded, the deposit will be forfeited.

5. ROOM ASSIGNMENTS:

A. The University draws students from many states, nations, races and religions. It will be the responsibility of each resident to respect the rights of all residents in university residence halls. Admission to Texas A&M University-Commerce 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.

B. The student must move into the assigned room by 9 a.m. of the first day of classes or give prior written notice Residential Living and Learning or the student may be assigned to a different hall and/or room.

6. PRIVATE ROOMS:

A private room is not guaranteed to any on-campus resident during the academic year. However, if space permits, residents can request a private room. It does not entitle a resident to make the room available to another resident or non-resident. During all semesters, Residential Living and Learning reserves the right to require single occupants of rooms, except those who have contracted their rooms on a private basis, 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 procedure. Once a resident contracts for a room as a private, he/she is obligated for the additional fee for the academic year, even though he/she may later decide to accept a roommate or move to another room, unless approval has been granted by Residential Living and Learning to terminate the private room contract addendum.

7. HALL OR ROOM CHANGES:

A. 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 room rent. If the move is to a less expensive hall, the rent difference will be refunded, normally after the 12th class day. Rent differentials will be computed on a pro-rated basis unless the move is completed prior to the first day of classes.

B. Residents may request relocation to another room within the same residence hall, at times specified by Residential Living and Learning, throughout the year. Moves must be approved by the Hall Director or Residential Living and Learning before the move takes place. Residents who move prior to receiving written approval may be subject to a \$50.00 charge and disciplinary procedures.

8. CARE OF SPACE, ROOM, AND HALL:

A. The resident is responsible for the condition of the room and all furnishings that are assigned to him/her, and he/she shall reimburse the University for all damage to the room and damage to or loss of the furnishings, other than normal wear and tear. The resident is also responsible for the cleanliness of his/her room, and he/she shall reimburse the University for all cleaning costs in excess of normal cleaning costs. Damages within the room are the combined responsibility of the residents assigned. Damage to the common areas of the residence halls, where cause is not known, will be assessed on a pro-rated basis to residents of the entire hall or only those residing in the specific area where the damage occurred, depending on the locations.

B. For consideration thereof, the University agrees to provide a room in a livable 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 resident negligence, the University agrees to make necessary room repairs in reasonable time. Advance approval must be obtained from the Department of Residential Living and Learning before any substantial changes are made to or within residence hall rooms. The University will not be responsible for disruptions in service that are beyond University control. In the event of utility or facility disruptions, rent will not be reimbursed.

9. ROOM ENTRY:

The University reserves the right to enter residents' rooms for the purposes of inspection, improvement, repair, to control the rooms in the event of an epidemic or emergency, or for any other purpose as stated in the Texas A&M University-Commerce *Student's Guidebook* and the *Residential Living and Learning Handbook*, to include suspected violations of University or departmental procedures.

10. 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 remain on file each year as long as the resident remains enrolled and lives in a University residence hall. All residents choosing the renewal option agree to be bound by all terms, conditions, and policies.

11. PROCEDURES: Procedures appearing in the current *Residential Living and Learning Handbook* and *Student's Guidebook* which pertain to residency in university residence halls, and others which may from time to time be developed by Residential Living and Learning, are made a part of this contract by reference. In the event of a conflict between the procedures appearing in the aforementioned documents and this contract, the provisions of this contract shall govern. Copies of these publications are available at check-in and on the University's website.

12. SECURITY: Although precautions are taken to maintain adequate security, the University does not assume any legal obligation for personal injury (including death, rape or assault) or loss or damage to items of personal property which occur in its buildings or on its grounds prior to, during, or subsequent to the period of this contract. Residents and their parents are encouraged to carry appropriate insurance to cover such losses. Responsibility lies with each individual resident for him or her self and their community.

13. CANCELLATION DEADLINES:

In order to receive a refund of deposit, a cancellation notice must be received in writing by: July 1 for the Fall Semester or December 15 for the Spring Semester (for residents who move on campus for the spring).

14. CANCELLATION OF HOUSING CONTRACT:

A. General: Once the parties have signed this agreement, it becomes a binding contract between the resident (or his/her parent, or guardian, if required) and the University. Failure to fulfill the covenants herein, except in the manner specified in subparagraphs b, c, d, e, and f of this section constitutes a breach of contract and authorizes the use of the remedies described in paragraph 4.b of this contract.

B. Cancellation by resident prior to occupancy: The resident must cancel the contract in writing no later than July 1 in order to receive a refund of the deposit (December 15 for residents beginning occupancy during the spring semester). Residents subject to the freshman residency requirement will not be allowed to cancel the housing reservation until a Commuting Authorization Form has been submitted and approved.

C. Termination by the University: If a resident is suspended, dismissed, expelled or otherwise removed from the University or the residence halls for disciplinary or academic reasons or fail to enroll, the University will have the right to terminate this contract. In such cases, the resident will be required to vacate the room within forty-eight (48) hours after notification of such action by the University or sooner if in the opinion of Residential Living and Learning there is a threat to the welfare of residents or property. When Residential Living and Learning believes that the continued presence of the resident in the residence halls poses a continuing danger to person or property or presents a threat of disruption of the normal operations of the residence halls, the resident may be removed from housing pending the outcome of a resident housing appeal proceeding to determine the resident's future housing status. Residents who are removed from the residence halls for behavior not in keeping with residential Living and Learning community standards and procedures (as defined in the *Residential Living and Learning Handbook* and *Student's Guidebook*), as well as those students who are removed from the residence halls due to academic reasons, will automatically forfeit their housing deposit and are subject to pro-rated housing charges through the check-out date.

D. Early termination by resident after occupancy: The resident may terminate this contract during the academic year if he/she withdraws or obtains an approved contract release from Residential Living and Learning. The resident must not make arrangements to live off campus or sign an off campus lease agreement until their request for a contract release is granted. If a resident withdraws, the deposit will be forfeited and the rent will be pro-rated through the check-out date (If resident requests deposit to be held due to expected return to on-campus housing the following semester, deposit will be held; if resident does not return to campus housing the following semester, deposit will be forfeited.) If the resident is approved to terminate the contract and moves out of the hall prior to noon on the last day of late registration, he/she will only be charged on a pro-rated basis for the actual days he/she had access to the room and will forfeit the room deposit. If the resident is approved to terminate the contract and moves out of the hall after noon on the last day of late registration, he/she will forfeit the room deposit, be charged on a pro-rated basis through the check-out date, and will be charged 20% of the remainder of the room charges for the balance of the contract.

E. Early termination by the resident between semesters (requests submitted BEFORE close of fall semester): (1) The resident may terminate this contract between the fall and spring semesters if the resident will be student teaching, participating in an internship, or will no longer be enrolled. Once written verification has been confirmed by Residential Living and Learning, the resident may check out and will not be responsible for further charges. The deposit will be refunded upon written request. This arrangement is for those residents who inform the University and check-out of the residence hall before the winter holiday break begins. (2) If a resident moves out of the residence hall without approval, the resident will be held financially responsible for the contract. A student may request termination of the contract for personal reasons and each request will be considered individually, with most residents being expected to complete the contract for the spring semester. The resident must not make arrangements to live off campus or sign an off campus lease agreement until their request for a contract release is granted. If the resident's request is approved, the deposit will be forfeited and 20% of the spring charges will be assessed.

F. Students choosing to not enroll for the spring semester (notification submitted AFTER close of fall semester): Students who are planning to not enroll for the spring semester should follow the directions in section 15E (1). Should the resident decide to not return and enroll for the Spring semester after the halls are closed for the winter break, the following procedures will apply: Resident must notify Residential Living and Learning of intent to not enroll and request access to the resident's room to pick up personal effects and officially check-out. For those residents who do so before the residence halls open for the Spring semester, a charge of \$5 per day will be assessed from the date the residence halls closed for the winter break, along with forfeiture of deposit. For those residents who do not complete these procedures before the residence halls open, the \$5 per day will be charged along with the per diem for the assigned residence hall until check-out is completed.

15. ENTIRE AGREEMENT, NO MODIFICATIONS:

This document constitutes the sole and entire agreement between the University and the resident. This document supersedes all oral or written previous and contemporary understandings of agreement relating to matters contained herein. This agreement may not be amended or otherwise altered except by mutual agreement in writing by both the University and the resident.

16. MISCELLANEOUS PROVISIONS:

The University has the right to determine when provisions of this agreement 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.