

TEXAS A&M UNIVERSITY
Department of Residence Life
Housing Contract/Academic Year Fall 2009 – Spring 2010

This contract is an agreement between Texas A&M University, a component of The Texas A&M University System, an agency of the State of Texas, and the individual student. This contract does not apply to continuing members of the Corps of Cadets nor those who apply for Corps of Cadet housing. It does not constitute a commitment of admission to the University. This contract may be terminated only under the conditions specified herein. **Students (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 form for returning students is completed and returned to the Texas A&M University, Housing Assignments Office, 1258 TAMU, College Station, Texas, 77843-1258, or is completed electronically and transmitted to the Housing Office via electronic means, it becomes a binding contract between the student (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. **I have read and agree to the terms of this contract.**

(Please print)

Name	Last	First	MI	UIN
Date				Student Signature (parent or guardian if student is under 18 years of age)

1. PERIOD OF CONTRACT:

A. The term of this contract is for the **Fall 2009-Spring 2010 academic year**, or if entered into after the start of the Fall semester, for the remainder of the academic year. Room rent payments do not cover periods between semesters. The University reserves the right to utilize rooms as necessary between semesters. Students will be given prior notice to vacate their room during these periods if needed.

B. The student 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 by 5:00 p.m. on the day before class begins each semester could result in the assignment of the room to another student. 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 5:00 p.m. of the day before classes begin, receiving your room key and all check-in materials and publications. Every effort will be made to hold the original assignment if the Housing Assignments Office is notified of an anticipated delayed arrival however, it may be necessary to assign the late student to other accommodations. All students must check out of the hall and remove belongings within 24 hours after graduation or the last University final examination period. Proper check out consists of contacting a staff member within your assigned hall, returning room to original, clean condition, having your room inventoried, returning your keys, and completing the necessary paperwork. Housing, during periods when classes are not in session, may be available if there is sufficient demand. Additional rent will be required of each student desiring such accommodations. The University reserves the right to consolidate interim students during break periods into one residence hall. Students must sign an Interim Housing Agreement prior to moving in during the interim period.

C. In the event that the assigned accommodations are destroyed, or otherwise made unavailable, and the University cannot furnish other accommodations, then this contract will terminate. All rights and liabilities of the parties will cease and rental payments previously made by the student will be refunded to the student upon request.

D. Any student 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 daily room rate in addition to the normal rent.

2. CONSIDERATION OF THE CONTRACT:

A. The residence hall contract is personal and non-transferable. **It guarantees the student a space (not a particular room, residence hall, or roommate choice) on campus.** The Housing Assignments Office reserves the right to make all hall and room assignments and to make any subsequent changes considered advisable or necessary. Spence, Briggs and Kiest halls were originally part of the Corps of Cadets housing and may revert back in the future. Residents are not permitted to sublease their room to another student during the contract period.

B. Students may contract room space 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.

C. A residence hall contract is issued only after the University has officially accepted a student for admission. If a student fails to enroll, advance Notice of Residence Hall Cancellation must be provided as outlined in Section 4 of this contract. Continuance of this contract and/or transfer of deposit are dependent upon the student's continued enrollment in the University as a fulltime student (nine hours/semester). The student must vacate the halls within forty-eight hours after withdrawal from the University or cancellation of this housing contract. Failure to do so may result in billing and/or charges.

3. ROOM RENT PAYMENTS: Each semester's rent will be due according to established University fee deadlines. Failure to pay room rent accordingly

could result in immediate removal from housing, loss of future housing priority, and/or registration and transcript blocks.

4. ROOM RENT REFUND SCHEDULE: This contract is for the full academic year. Room rent is billed each semester and is subject to change without notice. If an individual cancels his or her Housing Contract based on the reasons sighted in section 5.c, of this contract the following refund schedule will apply. **All other cancellations are subject to the forfeitures and charges outlined in section 5.c, of the contract.**

- 100% room rent if cancellation occurs prior to 1st class day
- 80% room rent if cancellation occurs during the 1st five class days
- 70% room rent if cancellation occurs during the 2nd five class days
- 50% room rent if cancellation occurs during the 3rd five class days
- 25% room rent if cancellation occurs during the 4th five class days
- NO REFUND if cancellation occurs after the 4th week of classes

5. CANCELLATION OF RESIDENCE HALL CONTRACT:

A. DEPOSIT: The \$300.00 deposit, which accompanied the housing application, serves as a reservation/damage/room clearance deposit. The deposit is not applied to housing rent. The deposit will be refunded to THE STUDENT upon written request when all monies owed by the resident to the University are paid and the Housing Contract is fulfilled. Failure to properly check out of the hall may result in a monetary charge to the student. This charge, and other damages, or assessment left unpaid at the time the student leaves the Texas A&M University Housing System, may be deducted from the \$300.00 deposit.

B. CANCELLATIONS PRIOR TO THE START OF THE ACADEMIC YEAR: There is NO cancellation deadline for a residence hall application; however after a space is accepted and the contract is signed, requests to cancel the residence hall reservation must be made in person, or in writing to the Housing Assignments Office by the student on or before:

Returning Students

- April 1 - 100% deposit refund (\$300)**
- April 2 – April 15 -75% deposit refund (\$225)**
- April 16 – May 1 -50% deposit refund (\$150)**
- May 2 – May 15 - 25% deposit refund (\$75)**
- After May 15 DEPOSIT WILL NOT BE REFUNDED**

New Students

- May 1 –100% deposit refund (\$300)**
- May 2 – May 15 25% deposit refund (\$75)**
- After May 15 DEPOSIT WILL NOT BE REFUNDED**

Notifications submitted to offices other than the Housing Assignments Office do NOT comply with this requirement and requested action cannot be assured. **The date upon which the cancellation request is received in the Housing Assignments Office will constitute the basis for determining compliance with the deadline.** Upon failure to cancel a reservation as outlined above, the University will have the right to retain all of the \$300.00 deposit. Exceptions will be made for students who are academically restricted from enrollment or who are medically unable to attend, as long as written notification and verification of the conditions are provided to the Housing Assignments Office.

All rent paid will be refunded according to the Schedule outlined in Section 4. After a deposit waiver has been approved and this contract is signed and returned, you will be bound by all terms of this contract. Failure to comply with the cancellation deadlines will result in a bill for the deposit amount as liquidated damages.

C. CANCELLATION OF CONTRACT DURING ACADEMIC YEAR:

This contract is binding for the entire academic year (Fall and Spring Semesters) or any remaining portion if the contract is signed after the start of classes of the Fall semester. Any request to cancel the housing contract will result in forfeiture of the \$300.00 deposit. Any cancellation for the spring semester not outlined in the exceptions listed below will be subject to an additional charge equal to 50% of the spring semester's room rent. Room rent will be refunded according to the schedule outlined in Section 4. **Exceptions** will be granted for students who will **graduate** at the end of the Fall semester, participate in **cooperative education, student teaching, (not in the local area), or study abroad program** for the Spring semester if written notification is received in the Housing Assignments Office by November 15. Written verification of the aforementioned conditions for exceptions must also be provided. Exceptions will also be made for students who are academically restricted from re-enrollment or who become medically unable to return to the Spring semester if written notification is received prior to the beginning of classes for the Spring semester. Exceptions to the above will be determined by the Director of Residence Life or designee.

D. FOR SPRING SEMESTER NEW ASSIGNMENTS ONLY: There is no cancellation deadline for a residence hall application; however, after a space is accepted and the contract is signed, requests to cancel a reservation of a Spring semester new assignment will be made according to the following schedule:

October 31 for 100% deposit refund (\$300.00)

November 1-November 30 for a 50% deposit refund (\$150.00)

After December 1 deposit will not be refunded

6. CANCELLATION BY THE UNIVERSITY: If a student is suspended, dismissed, expelled or otherwise removed from the University or the Residence Halls for disciplinary reasons, the University will have the right to terminate the contract. In such cases, the student will be required to vacate the room within forty-eight 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 residents or property. When the Director of Residence Life or designee believes that the continued presence of a student 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. Students who are removed from the Residence Halls for behavior not in-keeping with Residence Life community standards and rules will automatically forfeit their housing deposit and are subject to the cancellation fees and charges outlined in section 5.C of this contract.

7. REFUNDS: All refunds referred to in this contract will normally be submitted to the Fiscal Office for payment within 30 days after termination of the contract. New contract deposits are not refundable for six weeks.

8. 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 student remains enrolled and lives in a University residence hall. All students choosing the renewal option agree to be bound by all terms, conditions, and policies.

9. REJECTION OF HALL ASSIGNMENT: Upon rejection of an assignment offer, the student's original priority is lost and a new priority is established based on the date the assignment rejection statement is submitted to the Housing Assignments Office.

10. RESPONSIBILITIES FOR THE ROOM:

A. The University agrees to provide a room in a liveable condition and will make an effort in conjunction with the student to create a worthwhile, educationally relevant living experience in an environment suitable for studying and sleeping. Except in cases of student negligence, the University agrees to make necessary room repairs in a reasonable time. Advance approval must be obtained from the Department of Residence Life before any substantial changes are made to residence hall rooms. This includes painting, construction of lofts, and structural renovations to the room and its contents, etc. 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, rent will not be reimbursed.

B. The student 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. Students are responsible for maintaining the cleanliness of their rooms and residence hall public areas. Additionally, students may be held accountable for any abnormal wear, damages or cleaning in public areas of their hall to include billing of damages to individual students 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. Students may be referred to Student Conflict Resolution Services. Failure to pay the assessment may result in a registration, graduation, and transcript block, loss of the housing deposit and loss of future housing privileges.

11. TEMPORARY ASSIGNMENT ACCOMMODATIONS:

At the beginning of each semester, occupancy may be expanded through the assignment of students to study rooms, recreational rooms, and "tripling" of what are normally double-occupancy rooms. New students 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. Students who accept over assignment accommodations are bound by all the provisions of this contract. Students remaining in temporary assignment conditions after the third week of classes will receive a prorated reduction.

12. PRIVATE ROOMS: A private room is not guaranteed to any on-campus resident during the academic year. However, if space permits, students can purchase a private room lease on a semester basis only. During all semesters, the Department of Residence Life reserves the right to require single occupants of rooms, except those who have reserved 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 policy.

13. 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 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 prorated basis unless the move is completed prior to the first day of classes.

14. ROOM CHANGES: Residents may request relocation to another room within the same residence hall, at times specified by the Housing Assignments Office, throughout the year. Residents must submit Room Change Requests forms to the 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 \$25.00 charge and disciplinary procedures.

15. SECURITY and INSURANCE: Although reasonable steps are taken to maintain all university facilities and grounds and to provide adequate security, Texas A&M University is not liable for the loss of 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 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. Student residents are strongly advised to carry a renter's insurance policy. The University only carries insurance on University owned buildings and property and such insurance will not cover the cost of replacing residents' property and personal items.

16. ROOM ENTRY: The University reserves the right to enter a student's room for the purposes of inspection of University property, to seek missing residence hall furnishings, to initiate improvements or repairs, pest control measures, to control the rooms in the event of an epidemic or an emergency, to insure evacuation during fire drills, or for any other purposes as stated in the University Regulations or Residence Hall Handbook, to include suspected violations of University or Housing policy.

17. RULES AND REGULATIONS: Rules and regulations appearing in the most recent Residence Hall Handbook, University Regulations, and all published policies of individual Housing Areas, are made a 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 distributed at check-in during the Fall, Spring, and Summer semesters and posted on the Department Web site.

18. CORRESPONDENCE AND REFUNDS: Housing Assignments Office correspondence and University billing refunds will be mailed to the student at the address designated by the student in his or her housing file. Address changes should be reported to the University Records Office.

19. ROOM ASSIGNMENTS: The University draws students from many states, nations, races and religions. It will be the responsibility of each student to respect the rights of all residents in University residence halls. Admission to Texas A&M 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.

20. 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.

21. GOVERNING LAW: The validity of this Agreement 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.