

**TEXAS A&M UNIVERSITY**  
**Department of Residence Life and Office of the Commandant**  
**University Housing Contract**

**Residence Halls, Corps of Cadets Halls, University Apartments (Gardens Bldgs. M & N and White Creek)**  
**Bed or Bedroom/Pay By Session/Utilities Included**  
**Summer 2017**

This University Housing Contract (“Contract”) is an agreement between Texas A&M University (the “University”), a member of The Texas A&M University System, and an agency of the State of Texas, and the individual student named below (“Student”). This Contract also applies to members of the Corps of Cadets for Corps housing. It does not constitute a commitment of admission to the University. This Contract may be terminated only under the conditions specified herein. **Students and their parents and/or guardians are urged to carefully read this Contract.** When the Space Acceptance Form for newly assigned 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 Assignments Office or Corps Housing Office via electronic means, or when a space offer is made to a returning student who has requested a space on-campus during the Housing Decision or Contract Renewal process, it becomes a binding contract between the Student or their parent or guardian if the student is under 18 years of age, and the University. Completion of this Contract is for a space in University housing only and does not guarantee assignment to a particular room, roommate, residence hall, or style of residence hall or apartment. This Contract is binding regardless of the particular residence hall, apartment, roommate or room assignment. **By my signature below, I acknowledge that I have read and agree to the terms of this Contract.**

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**Print Student Name: Last                      First**  
**MI**

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**Student University Identification Number (UIN)**

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**Date**

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**Student Signature (parent or guardian if student is under 18 years of age)**

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**DEFINITION OF TERMS:**

- (A)** The term “Summer 2017” shall mean Summer Session I, Summer Session II or Gateway at the University.
- (B)** The term “Residence Halls” shall mean any type of dormitory-style living accommodations except any residence halls used exclusively for housing members of the Corps of Cadets.
- (C)** The term “Corps Halls” shall mean all dormitory-style living accommodations used exclusively for housing members of the Corps of Cadets.
- (D)** The term “University Apartments” shall mean the apartment-style living accommodations located in the Gardens Buildings M & N, and White Creek.
- (E)** The term “Gardens M&N” shall mean the apartments located in the University Apartments at the Gardens, Buildings M&N only.
- (F)** The term “White Creek” shall mean the apartments located in the University Apartments at White Creek only.
- (G)** The term “University Housing” shall mean all Residence Halls, Corps Halls and University Apartments operated or controlled by the University for the purpose of providing housing to Students.

**1. PERIOD OF CONTRACT:**

- (A)** The term of this Contract is for **Summer 2017**, or if entered into after the start of a summer session, for the remainder of that session. Students living in Gardens M&N and White Creek only will be for the entire summer or the

remainder of the summer if entered after the start of the summer school session. The University reserves the right to utilize rooms as necessary between sessions. Students will be given prior notice to turn in their keys and vacate their room during these periods.

- (B)** The student may occupy an assigned room/apartment beginning on the day University Housing officially opens (“Move-In Date”) until the day University Housing officially closes (“Move-Out Date”). Move-In and Move-Out Dates vary each year and are announced approximately 6 months prior to occupancy.

- (C)** Failure to properly check into the Student’s assigned residence hall/apartment by 5:00 p.m. on the day before class begins each session could result in the assignment of the room/apartment to another student. Further, upon such failure, the University shall have the right to retain the \$300 housing deposit (the “Housing Deposit”) which accompanied the housing application as liquidated damages. Proper check-in consists of contacting a hall/apartment staff member in the student’s assigned hall/apartment during the check-in period (between Move-In Date for that property and 5:00 p.m. of the day before classes begin) and receiving a room key and all check-in materials and publications. Additionally, students living in University Apartments will be required to complete an on-line orientation prior to move in. Every effort will be made to hold the original assignment if the Housing Assignments Office or the Corps Housing Office is notified

of an anticipated delayed arrival; however, it may be necessary to assign the late student to other accommodations.

**(D)** All students living in the Residence Halls or Corps Halls must check out of the hall and remove their belongings by the Move-Out Date established for those properties. All students living in the University Apartments must check out of their apartment and remove their belongings by the Move-Out Date established for University Apartments. Proper check out consists of returning the room/apartment to its original, clean condition, contacting a hall/apartment staff member in the student's assigned hall/apartment, having the room/apartment inventoried with the staff member, returning the keys, and completing the necessary paperwork.

**(E)** University Housing during periods when classes are not in session may be available if there is sufficient demand. Additional housing charges will be required of each student desiring such accommodations.

**(F)** The University reserves the right to consolidate interim students into one residence hall during break periods. Students must sign an Interim Housing Agreement prior to moving in during the interim period.

**(G)** 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 housing charges previously paid by the student will be prorated and refunded to the student upon request.

**(H)** Any student moving into any type of University Housing before Move-In Date or leaving after Move-Out 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 housing charges. Students who withdraw from the University at the session break, but do not checkout or remove their belongings before the halls/apartments open for the next session, will be charged a daily late-checkout fee until their belongings are completely removed. Additional late penalties may apply as well.

## **2. CONSIDERATION OF THE CONTRACT:**

**(A)** This Contract is personal and non-transferable. **It guarantees the student a license to occupy and use a space in University Housing (not a particular room, residence hall, style of hall or apartment, or roommate choice).** The Housing Assignments Office reserves the right to make room assignments and to make any subsequent changes considered advisable or necessary. Students are not permitted to assign or sublease their room/apartment to another student. Every effort will be made to assign a student based on the semester/session rate of halls/apartments requested by the student, but the University reserves the right to assign students to any University Housing based on availability and occupancy rates.

**(B)** Students may use rooms/apartments 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)** This 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/apartment termination must be provided as outlined in Section 5(A) of this Contract. Continuance of this Contract and/or transfer of the Housing Deposit are dependent upon the student's continued enrollment in the University as a full-time student (at least 6 hours for the summer semester). The student must properly check out and vacate the hall/apartment within forty-eight (48) hours after withdrawal from the University or termination of this Contract. Failure to do so may result in additional billing and/or charges.

**(D)** To be eligible to live at Gardens M&N, residents must be full-time students enrolled in a degree-producing program at the University. Residents must also meet at least one of the following criteria: Graduate student, international student, US military veteran student, student who is at least 21 years old, or an undergraduate student who has completed at least 30 semester hours or two semesters in residence at a two or four year college. Undergraduate students on Campus Housing Probation or higher for housing matters, or on Conduct Review or higher for discipline matters, or Scholastically Deficient (review or probation) for grade matters are not eligible to live at Gardens M&N. During the period of occupancy, if a student is placed on any of the aforementioned statuses for disciplinary or academic reasons, the University reserves the right to reassign the student to another space in University Housing or to terminate this Contract. Exceptions to this may be granted on a case-by-case basis by the Director of Residence Life (or designee) in their sole discretion.

## **3. HOUSING CHARGE PAYMENTS AND HOUSING DEPOSIT:**

**(A) HOUSING CHARGES: Housing charges are billed by session and are subject to change without notice.** Each session'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 University Housing, loss of future housing priority, and/or registration and transcript blocks.

**(B) HOUSING DEPOSIT:** The Housing Deposit, which accompanied the housing application, serves as a space reservation and damage deposit. The Housing Deposit is not applied to housing charges. The Housing Deposit will be refunded to the Student upon written request when all monies owed by the Student to the University are paid and the Student has fulfilled all obligations under this Contract. Failure to properly check out of the hall/apartment may result in a monetary charge to the Student. This charge, and other damages or assessments left unpaid at the time the Student leaves the Texas A&M University Housing System, may be deducted from the Housing Deposit.

**4. HOUSING CHARGE/REFUND SCHEDULE:** This Contract is binding for Summer 2017 only or any remaining portion thereof if the Contract is signed after the start of

classes for any summer session. If a student terminates this Summer 2017 Contract, the student will be responsible for the following housing charges:

**CHARGES FOR THE SUMMER SESSIONS:**

- 25% of housing charges for termination between the 1<sup>st</sup> class day and 6<sup>th</sup> class day.
- 50% of housing charges for termination between the 7<sup>th</sup> class day and the 12<sup>th</sup> class day.
- 75% of housing charges for termination between the 13<sup>th</sup> class day and the 18<sup>th</sup> class day.
- 100% of housing charges for termination after the 19<sup>th</sup> class day.

**5. TERMINATION OF THIS CONTRACT BY THE STUDENT:**

This Contract is binding for Summer 2017 only or any remaining portion thereof if the Contract is signed after the start of classes for any summer session. UNLESS ONE OF THE EXCEPTIONS OUTLINED IN SECTION 5C APPLIES, ANY TERMINATION OF THIS CONTRACT BY THE STUDENT AFTER SIGNING THE CONTRACT WILL RESULT IN FORFEITURE OF THE HOUSING DEPOSIT AS OUTLINED BELOW, AND THE STUDENT WILL BE FINANCIALLY RESPONSIBLE FOR HOUSING CHARGES ACCORDING TO THE HOUSING CHARGE/REFUND SCHEDULE OUTLINED IN SECTION 4.

**(A) TERMINATION PROCEDURES:**

After this Contract is signed, notification of termination of this Contract must be made on-line or in writing/e-mail/fax to the Housing Assignments Office, the Corps Area Housing Office or to the University Apartments Office (as applicable). Notifications of termination submitted to offices other than the Housing Assignments Office, the Corps Area Housing Office or the University Apartments Office (as applicable) DO NOT comply with this requirement and the requested action cannot be assured. **The date upon which the termination is received in the Housing Assignments Office or Corps Housing Office will constitute the basis for determining compliance with any and all deadlines in this Contract.**

**(B) HOUSING DEPOSIT REFUND SCHEDULE**

Terminations made by the Student must be received on or before the following dates to be entitled to a Housing Deposit refund. The Student will be held responsible for housing charges outlined in Section 4 and the Housing Deposit refund will be made according to the following schedule:

- **After contract is signed until May 1 – 100% Housing Deposit refund (\$300)**
- **After May 1 – HOUSING DEPOSIT WILL NOT BE REFUNDED**

If the Student fails to terminate this Contract as outlined above, the University has the right to retain the entire \$300.00 Housing Deposit. Exceptions will be made for students who are academically restricted from enrollment or who are

medically unable to attend the University as long as written notification and verification of the conditions are provided to the Housing Assignments Office, the Corps Area Housing Office or University Apartments Office (as applicable). If a deposit deferral has been submitted and/or approved and this Contract is signed, the student will be bound by all terms of this Contract and failure to comply with the termination deadlines herein will result in a bill for the deposit amount as liquidated damages.

**(C) EXCEPTIONS.** Exceptions to the Housing Deposit forfeiture and housing charge/refund schedule may be granted for students who **graduate** at the end of Summer Session I, enlist in the Armed Forces of the United States, are accepted into one of the Service Academies, or participate in a **cooperative education/internship, student teaching (not in the local area), or a study abroad program** for the second session if written notification and verification of the aforementioned condition is received in the Housing Assignments Office, Corps Housing Office, or University Apartments Office (as applicable) by **May 1<sup>st</sup>**. Exceptions may also be made for students who are academically restricted from re-enrollment or who become medically unable to return for Summer 2017 if written notification is received prior to the beginning of classes for the summer session. **Whether an exception applies will be determined by the Director of Residence Life or designee in their sole discretion.**

**6. TERMINATION OF THIS CONTRACT BY THE UNIVERSITY:**

If a student is suspended, expelled, or otherwise removed from the University or University Housing for disciplinary reasons, the University has the right to terminate the Contract. In such cases, the student will be required to vacate the room/apartment within 48 hours after notification of such action by the University, or sooner if, in the opinion of the Director of Residence Life/Commandant of Cadets 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 student living in University Housing poses a continuing danger to persons or property or presents a threat of disrupting the normal operations of the residence halls/apartments, the student may be removed from University Housing pending the outcome of a hearing. Students who are removed from University Housing for behavior not in-keeping with Residence Life community standards and rules will automatically forfeit their Housing Deposit and are subject to the charges outlined in Sections 4 and 5 of this Contract. **In addition, by signing this Contract, the Student grants the University the right to conduct a criminal background check on the Student at any time, either prior to room assignment or during the term of this Contract.** The University reserves the right to deny a student a room or immediately remove a student from University Housing based on information obtained in a criminal background check, including, without limitation, when the student 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 student.

**7. RENEWAL OPTION:** If a student lived on campus during the spring semester and renewed their contract for the fall semester, the entire Housing Deposit will be transferred to the summer semester and then to the fall semester as long as the student remains enrolled and living in University Housing.

**8. REJECTION OF HALL/APARTMENT ASSIGNMENT:** If the student rejects an assignment offer, the student terminates this Contract effective on the date the written rejection is submitted to the Housing Assignments Office and the provisions in Sections 4 and 5 shall apply.

**9. RESIGNATION FROM THE CORPS:** Resignation or academic suspension from the Corps of Cadets does not release the Student from this Contract. If the Student resigns his/her membership in, or is suspended by or removed from the Corps of Cadets, but continues enrollment at the University, the Student is required to fulfill the terms of this Contract by moving into other University Housing if space is available. If space is not available, the Department of Residence Life may terminate this Contract. A student leaving the Corps of Cadets, for whatever reason, will not be permitted to live in Corps Halls due to the absence of space availability in the Residence Halls or University Apartments. A student leaving the Corps of Cadets is required to complete all necessary resignation/transfer paperwork, properly check-out and vacate the Corps Halls within forty-eight (48) hours. Failure to do so may result in additional billing and/or charges.

**10. RESPONSIBILITIES FOR THE ROOM/APARTMENT:**

**(A)** The University agrees to provide a room/apartment in a habitable 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 room/apartment. This includes, but is not limited to painting, construction of lofts, and structural renovations to the room and its contents, etc. The University agrees to provide garbage collection, cable television, internet connection, 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/apartment building. Local telephone service is available at an additional charge to student residents. On-site mail boxes are provided for University Apartments residents only. Mail boxes are available for rent at an additional charge for Residence Halls and Corps Halls. 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. All

students are highly encouraged to have either renter's insurance or personal property insurance for their belongings while living in University Housing.

**(B)** The student will be held accountable for the condition of the room/apartment (other than normal wear and tear) and all furnishings assigned to that room/apartment, 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 room/apartment. Additionally, students may be held accountable for any abnormal wear, damages, or cleaning in public areas of their hall/apartment 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/or loss of future housing privileges.

**11. TEMPORARY ASSIGNMENT**

**ACCOMMODATIONS:** At the beginning of each session, occupancy may be expanded in residence halls and Corps halls through the assignment of students to study rooms, recreational rooms, and "tripling" of what are normally double-occupancy residence hall 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 session. 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 in their housing charges.

**12. PRIVATE ROOMS:** A private room is not guaranteed to any resident during Summer 2017. However, if space permits, private rooms may be available for an additional charge on a session basis only. During all sessions, the Department of Residence Life/Office of the Commandant reserves the right to require single occupants of rooms, except those who have paid for a private room, to move together when to doing 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/APARTMENT CHANGES:**

Hall/apartment changes are made based on availability. Residents changing halls or apartments during the contract period, from a less expensive to a more expensive hall or apartment, will be required to pay the difference in housing charges. If the move is to a less expensive hall or apartment, the housing fee difference will be refunded, normally after the

12<sup>th</sup> class day. Housing fee differentials will be computed on a prorated basis unless the move is completed prior to the first day of classes.

**14. ROOM CHANGES:** Students may request relocation to another room within the same residence hall or same apartment style in another building, at times specified by the Housing Assignments Office/Corps Housing Office, throughout the year. Residents must submit Room Change Requests forms to their hall/apartment staff. The hall/apartment 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. 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 STUDENT, OR THOSE CLAIMING THROUGH OR UNDER THE STUDENT, 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 OR APARTMENTS, AND THE STUDENT SHALL INDEMNIFY THE UNIVERSITY AND HOLD IT HARMLESS FROM ANY SUCH CLAIM OR DAMAGE.**

**16. SECURITY AND PERSONAL PROPERTY INSURANCE:** Although reasonable steps are taken to maintain all University Housing and grounds and to provide adequate security, the 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 or criminal conduct or acts of any student resident, guest or invitee of any student resident, which occurs 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 personal property (i.e. renter's) insurance policy for their belongings while living in University Housing. 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.

**17. ROOM/APARTMENT ENTRY:** The University reserves the right to enter a student's room or apartment for the purposes of inspection of University property, pest control measures, to seek missing University-owned furnishings, to initiate improvements or repairs, to control the rooms/apartments 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, Residence Hall Handbook, University Apartments Resident

Handbook or Cadet Resident Handbook, to include suspected violations of University Rules, Student Rules, or Housing policies.

**18. RULES AND REGULATIONS:** Rules and regulations appearing in the most recent Residence Hall Handbook, University Apartments Resident Handbook, University Regulations, and all published policies of individual Housing Areas, are made a part of this Contract. For Corps of Cadets, rules and regulations appearing in The Standard, Cadet Resident Handbook, and all published policies of the Office of the Commandant are also 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's website.

**19. CORRESPONDENCE AND REFUNDS:**

**(A)** Housing Assignments Office, University Apartments Office, Corps Housing 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.

**(B)** All refunds referred to in this Contract will normally be submitted to the Student Business Services office for payment within 30 days after termination of the Contract. New contract housing deposits are not refundable for six weeks.

**20. SPACE 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 living in University Housing. 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. Space and roommate assignments are made without regard to race, color, religion, disability, or national origin.

**21. RELATIONSHIP OF PARTIES:** This Contract creates a license to occupy and use the room or apartment assigned to the student as the student'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 student.

**22. VEHICLE PARKING:** Parking permits are not included in the housing charges. Students will need to purchase a separate parking permit from Transportation Services.

**23. DINING PLAN REQUIREMENT:**

**(A)** Dining Plans are not required for students who live on campus for Summer 2017.

**(B)** Students may choose to have a dining plan. Dining charges will be due according to established University fee deadlines. Failure to pay dining charges by the set deadlines may result in immediate loss of dining privileges, and/or registration and transcript block.

**(C) IN THE EVENT THIS CONTRACT IS TERMINATED FOR ANY REASON PRIOR TO THE**

**END OF THE SUMMER 2017, THE STUDENT MUST CONTACT UNIVERSITY DINING TO CANCEL/MODIFY THEIR DINING PLAN.** It is the Student's responsibility to cancel or modify their dining plan through University Dining upon early termination of this Contract.

**(D)** All other terms and conditions of the dining plan, including exceptions, penalties, refunds and conversions, are governed by University Dining and a separate dining plan agreement entered into by each student when selecting and paying for a dining plan. The terms and conditions can be found at <http://dining.tamu.edu> and are incorporated herein by reference as if set forth in full.

**24. MISCELLANEOUS 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, it will not affect the validity or enforceability of the remaining provisions of the contract.

**25. 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 Brazos County, Texas.

VPSA Approved 10/3/16

Approved 10/3/16