

TEXAS A&M UNIVERSITY
Department of Residence Life and Office of the Commandant
University Housing Contract
Residence Halls, Corps of Cadets Halls, and University Apartments - White Creek
Bed or Bedroom/Pay By Semester/Utilities Included
Academic Year Fall 2018 – Spring 2019 (with 12 month contract option)
VPSA Approved 7/5/17

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. This document becomes a binding contract between the Student (or their parent or guardian if the student is under 18 years of age) and the University when either (a) 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 (b) when a space offer is made to a student who has requested a space on-campus and is on the wait list, or (c) 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. 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.****

Print Student Name: Last First MI

Student University Identification Number (UIN)

Date

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

DEFINITION OF TERMS:

(A) The term “Academic Year” shall mean the Fall 2018 and Spring 2019 semesters 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 “White Creek” shall mean the apartments located in the University Apartments at White Creek only.

(F) 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 default term of this Contract is for the **Academic Year**, or if entered into after the start of the Fall semester, for the remainder of the Academic Year. The University reserves the right to utilize rooms as necessary between semesters. Students will be given prior notice to turn in their keys and vacate their room during these periods. Students wanting to live in Residence Halls and Corps Halls during the summer will need to sign a separate summer housing contract.

- Students living in Residence Halls and Corps Halls have a 9 month contract. Housing charges do not cover periods when the university is closed between the fall and spring semesters (winter break).

- Students living in University Apartments have a 9½ month contract by default and may stay in their assigned apartment when the University is closed for the winter break.

- Students living at the University Apartments have the option to sign a 12-month Contract and extend the period of the contract for their apartment from 9½ months to 12 months. Students who have a 12-month lease may be moved over the summer to consolidate summer school students (based on occupancy rates).

(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.

- Residence Halls and the Corps Halls typically open in mid-August, 1 week before the first class day and close on the date of the last commencement ceremony in May.

- University Apartments 9 ½ month contract: Typically open in early-August, 2 weeks before the first class day and close 1 week after the date of the last commencement ceremony in May.

- University Apartments 12 month contract: Typically open in mid-August, 2 weeks before the first class day, and close July 31. Extensions will be allowed for students graduating in August until one day after summer session commencement ceremony.

(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 semester could result in the assignment of the room/apartment to another student. 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 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 winter break, but do not checkout or remove their belongings before the halls/apartments open for the spring semester, 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 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 Application charge are dependent upon the student's continued enrollment in the University as a full-time student (at least nine hours/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 in any on-campus property, residents must be full-time students enrolled in a degree-producing program at the University.

3. HOUSING CHARGE PAYMENTS:

(A) **HOUSING CHARGES: Housing charges are billed by semester and are subject to change without notice.** Each semester'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 Application Charge:** This charge must be paid at the time of the application. This payment serves as a space reservation. The Housing Application Charge is not applied to housing rent charges. The housing application charge is a one-time charge for as long as the student remains on campus and is non-refundable after it has been paid. If a student cancels their housing and later returns to on-campus housing, the student would repay the housing application charge.

4. **HOUSING CHARGE/REFUND SCHEDULE:** This Contract is binding for the **entire Academic Year** (Fall and Spring Semesters) or any remaining portion thereof if the Contract is signed after the start of classes of the Fall semester. For University Apartments students who extend their contract to 12 months, the contract is binding for the Fall, Spring and Summer semesters. If a student terminates this Contract for the Fall or Spring semester (Summer if a 12 month contract), the student will be responsible for the following housing charges:

(A) CHARGES FOR THE FALL SEMESTER (All New to Housing Student):

- Prior to May 1st – no penalty
- May 2nd to May 30th – \$500
- June 1st to Aug 14th – \$1000
- August 15th (or after move) – 100% of Fall semester rent

(B) CHARGES FOR THE FALL SEMESTER (Fall Returning Student):

- Prior to April 1st – no penalty
- April 1st to May 30th – \$500
- June 1st to Aug 14th – \$1000
- August 15th (or after move) – 100% of Fall semester rent
- Corps of Cadet students only: Prior to July 14th – no penalty. After July 15th, student follows the above schedule based on the date of cancellation.

(C) CHARGES FOR THE SPRING SEMESTER (Fall Assigned Students Only):

- Students who cancel their housing assignment after the student has moved in for the Fall is subject to 100% of the Spring semester rent.

(D) CHARGES FOR THE SPRING SEMESTER (New Spring Assigned Students Only):

- Prior to December 1st – no penalty
- December 1st to Jan 14th – \$500
- January 15th (or after student has moved in) – 100% of Spring semester rent

(E) CHARGES FOR THE SUMMER SEMESTER (12 Month Contracts at University Apartments Only):

- Prior to May 1st – no penalty
- May 1st to 5th class day – \$500
- After 6th class day – 100% of summer semester rent.

5. TERMINATION OF THIS CONTRACT BY THE STUDENT:

This Contract is binding for the **entire Academic Year** (Fall and Spring Semesters) or any remaining portion thereof if the Contract is signed after the start of classes in the Fall semester. For University Apartments students who extend their contract to 12 months, the contract is binding for the Fall, Spring and Summer semesters. UNLESS ONE OF THE EXCEPTIONS OUTLINED IN SECTION 5B APPLIES, ANY TERMINATION OF THIS CONTRACT BY THE STUDENT AFTER SIGNING THE CONTRACT WILL RESULT IN LATE TERMINATIONS CHARGE 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) **EXCEPTIONS.** Exceptions to the housing charge/refund schedule may be granted for students who **graduate** at the end of the Fall semester, 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 Spring semester 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 **November 15th**. Exceptions may also be made for students who are academically restricted from re-enrollment or who become medically unable to return for the Spring (or summer if a 12 month contract) semester if written notification is received prior to the beginning of classes for the Spring (or Summer if a 12 month contract) semester. 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 will 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 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, is a direct threat to persons or property, or is significantly disruptive to the normal operations of the residence halls/apartments, the student may be removed from University Housing pending the outcome of a student conduct process and/or administrative contract review. Students who are removed from University Housing for reasons stated in this paragraph are subject to the charges outlined in Sections 4 and 5 of this Contract, and may not be eligible to apply for future on-campus housing. In addition, by signing this Contract, the Student grants the University the right to conduct a criminal background check, criminal history screening or sex offender registry 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:** All eligible students may renew their contract each academic year during the contract renewal period in the Spring. If approved to remain on campus, then room booking charge will be transferred each semester as long as the student remains enrolled and living in University Housing. Residents choosing to renew their contract for an additional academic year agree to be bound by all policies, terms and conditions of this Contract and the

next academic year housing contract upon electronically signing the housing contract renewal.

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, basic television service, 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 the Student Conduct Office. Failure to pay the assessment may result in a registration, graduation, and transcript block, and/or loss of future housing privileges. Students have 90 calendar days from the date of any damage billing to appeal those charges. All damage billing appeals must be made in writing. Exceptions can be made by the Director of Residence Life, or designee.

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 residence hall rooms. Students will not be "tripled" in the University Apartments. 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 in their housing charges. Students who are offered a permanent space, but decline that offer to stay in their temporary space may be approved on a case-by-cases basis. Students who are approved to stay

in this temporary space on a semester basis only will be charged the regular room rent for that assigned space (prorated to the date of approval).

12. PRIVATE ROOMS: A private room is not guaranteed to any resident during the Academic Year. However, if space permits, private rooms may be available for an additional charge on a semester basis only. During all semesters, 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 12th 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 \$100.00 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 highly encouraged 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 refunded to the student's account.

(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. Housing application charge, once paid, will not be refunded.

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) Students living in a Residence Hall and White Creek only: All freshmen (classified as U1s with less than 30 hours of college credit) are required to have a minimum dining plan for the full Academic Year (or remainder of the Academic Year for those that apply for housing after the beginning of the fall semester). Any exceptions to the dining plan requirement will be determined by the Executive Director of University Dining or designee.

(B) Corps of Cadets members only: All Corps of Cadet members are required to have a minimum Corps Dining Plan for the full Academic Year (or remainder of the Academic Year for those that apply for the Corps after the beginning of the fall semester). Any exceptions to the minimum Corps Dining Plan requirement must be approved by the Commandant of Cadets or designee.

(C) IN THE EVENT THIS CONTRACT IS TERMINATED FOR ANY REASON PRIOR TO THE END OF THE ACADEMIC YEAR, 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.

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.