

TEXAS A&M UNIVERSITY -TEXARKANA
Office of Residence Life

Residence Hall Contract

2020-2021

This document is a contract between Texas A&M University – Texarkana (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 submitted to the Office of Residence Life 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, but does not guarantee assignment to a particular location, room or roommate. This contract is binding regardless of the particular roommate or room assignment.

1. ELIGIBILITY:

Residents must be currently enrolled, unless special approval has been granted by the Assistant Vice President of Student Affairs or appointed designee. Acceptance of this contract by the University does not constitute a commitment of admission to the University.

2. PERIOD OF CONTRACT:

A. Rooms are contracted for 1 academic year (Fall and Spring Semesters) or the remainder of the academic year if entered after the beginning of the fall semester.

B. The resident may occupy an assigned room beginning on the day and time the hall officially opens until the hall officially closes. 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. Proper check-in consists of contacting a staff member 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 the Office of Residence Life 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 the hall, whichever comes first. **Accommodations will be made for a graduating resident.** Contact the hall staff members if this service is needed. Proper check-out procedures are to be followed as listed in the Residence Life Housing Guide 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's Housing Requirement stipulates that all single beginning undergraduate students who are not commuting from the home of their parents or legal guardians (within a 30-mile radius) must reside in University housing until the student meets at least one exemption. Exemptions can be found in the Residence Life Housing Guide.

3. CONSIDERATION OF THE CONTRACT:

A. The Housing contract is personal and non-transferable. It guarantees the resident a space (not a particular room or roommate choice) on or off campus. The Office of Residence Life reserves the right to make all 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 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 14, 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.

4. FEE PAYMENTS:

A. The University agrees to guarantee space only after the resident has submitted a housing application, application fee and properly signed this contract. Failure to electronically sign this form may result in the resident losing the originally assigned room although he/she will still have a space reserved on or off campus until 9 a.m. of the first day of classes. Returning residents who do not complete reapplication for the next academic year by the end of the spring semester, will be considered New Applicants and are required to pay the application fee on a new application.

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. Students have one year from the posted billing date to dispute any Office of

Residence Life charges. All requests to dispute charges must be made in writing. After the one-year period expires or if the request is not made in writing, the student forfeits all rights to dispute the charge.

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 – Texarkana and any of its sponsored programs is open to qualified individuals regardless of race, color, religion, gender, sexual orientation, national origin, or disability. Room and roommate assignments are made without regard to race, color, religion, sexual orientation, disability, or national origin.

B. The student must move into the assigned location by 9 a.m. of the first day of classes or give prior written notice to The Office of Residence Life or the student may be assigned to a different 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. Having a private room does not entitle a resident to make the room available to another resident or non-resident. During all semesters, The Office of Residence Life 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 contract 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 The Office of Residence Life to terminate the private room contract addendum.

7. HALL OR ROOM CHANGES:

A. Hall changes are made based on availability. Residents changing rooms during the contract period, from a less expensive to a more expensive room, will be required to pay the difference in room rent. If the move is to a less expensive room, 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 at times specified by the Office of Residence Life, throughout the year. Moves must be approved by the Residence Life Coordinator or The Office of Residence Life before the move takes place. Residents who move prior to receiving written approval may be subject to a fine 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 any damages 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 any 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 Office of Residence Life 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 – Texarkana Student Code of Conduct and the Office of Residence Life Housing Guide 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. All residents choosing the renewal option agree to be bound by all terms, conditions, and policies.

11. PROCEDURES:

Procedures appearing in the current The Office of Residence Life Housing Guide and Student Handbook which pertain to residency in university residence halls, and others which may from time to time be developed by the Office of Residence Life, 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 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 herself and their community.

13. CANCELLATION DEADLINES:

A cancellation notice must be received in writing by: July 15 for the fall semester or December 15 for the spring semester (for residents beginning occupancy during 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 15 for the fall semester or December 15 for the spring semester for residents beginning occupancy during the spring. Enrolled residents that do not meet the housing exemptions will not be allowed to cancel a housing reservation until all Housing Exemption Forms 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 The Office of Residence Life there is a threat to the welfare of residents or property. When The Office of Residence Life 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 The Office of Residence Life community standards and procedures (as defined in the Office of Residence Life Housing Guide and Student Handbook), as well as those students who are removed from the residence halls due to academic reasons, will not be refunded their housing charges.

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 the Office of Residence Life. Making arrangements to live off campus or signing an off campus lease agreement before a contract release is granted will not guarantee a contract release. If a resident withdraws, the rent will be pro-rated through the check-out date. 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. 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 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.

The resident may terminate this contract during the academic year if he/she withdraws or obtains an approved contract release from the Office of Residence Life. Making arrangements to live off campus or signing an off campus lease agreement before a contract release is granted will not guarantee a contract release. If a resident withdraws, the rent will be pro-rated through the check-out date. 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 a \$500 cancellation fee.

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 the Office of Residence Life, the resident may check out and will not be responsible for further charges. 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 should 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, 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 the Office of Residence Life 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 prorated amount will be assessed from the date the residence halls closed for the winter break until the check-out is completed. For those residents who do not complete these procedures before the residence halls open, the prorated amount will be charged for the winter break along with the per diem for the assigned residence hall until check-out is completed.

G. TERMINATION OR SUSPENSION DUE TO EMERGENCY EVENT:

If, at any time during the Term of a University Housing Contract (the "Contract"), the University determines that closure of Texas A&M University-Texarkana or the residence hall, Bringle Lake Village, is necessary or advisable due to an emergency; as a result of any governmental order or action; or a Force Majeure event ("Emergency Event"), the University may terminate or suspend the Contract. Suspension of the Contract does not extend the Contract Term. Upon cessation of the Emergency Event, as determined by the University, the Contract suspension will cease and the Contract and all of its terms and conditions continue in full force and effect.

Force Majeure. Force Majeure is defined as: 1) acts of God; 2) war; 3) act(s) of terrorism; 4) fires; 5) explosions; 6) natural disasters, to include without limitation, hurricanes, floods, and tornadoes; 7) failure of transportation; 8) strike(s); 9) loss or shortage of transportation facilities; 10) lockout, or commandeering of materials, products, plants or facilities by the government or other order (both federal and state); 11) interruptions by government or court orders (both federal and state); 12) present and future orders of any regulatory body having proper jurisdiction; 13) civil disturbances, to include without limitation, riots, rebellions, and insurrections; 14) epidemic(s), pandemic(s), or other national, state, or regional emergency(ies); and 15) any other cause not enumerated above, but which is beyond the reasonable control of the University and which by the exercise of all reasonable due diligence, the University is unable to overcome.

MOVE-OUT PROCEDURES:

Upon notification of an Emergency Event that necessitates Closure, the student will be required to remove all of the student's personal property and vacate the room/apartment no later than 15 days after notification by the University of such Emergency Event. The student must move out

and return all keys per checkout procedures, which will be provided to the student in the notification of the Emergency Event sent to the student.

If the student's personal property is not completely removed from the student's assigned room/apartment by the specified deadline, such personal property will be deemed abandoned. If there has been abandonment of the student's personal property in connection with the student's room/apartment, the University may remove, dispose of, and/or store all such property remaining in the student's room/apartment. The University is not responsible for loss of or damages to the student's abandoned personal property. The student is responsible for costs associated with the removal, disposal, and storage of the abandoned personal property as well as the cost of remediating any unsafe, unsanitary, or odiferous condition of the student's room/apartment due to the student's failure to vacate the student's room/apartment by the specified deadline.

Failure to follow the specified move-out/checkout procedures may result in the denial of a housing charge refund or credit ("Housing Adjustment") request. The University may, at its sole discretion, issue a credit in lieu of a refund.

The date upon which the student removes all of the student's personal property, returns the room/apartment key, and vacates the room/apartment will constitute the basis for determining compliance with any and all deadlines herein, including but not limited to the amount of the Housing Adjustment, if any.

HOUSING ADJUSTMENT REQUESTS:

If the University terminates or suspends the Contract due to an Emergency Event, the student must submit a request for a Housing Adjustment within 15 days of the University's termination or suspension notice via their housing portal (specific instructions will be provided in the notification of the Emergency Event sent to the student). Requests for Housing

Adjustments submitted via any other method DO NOT comply with this requirement and may result in a denial of or delay in receiving any Housing Adjustment.

Housing Adjustment amounts, if any, will be prorated based upon the time remaining in the Contract term and the actual date the student's personal property is completely removed from the room/apartment and the key is returned. No Housing Adjustment will be made if the date of termination or suspension of the Contract occurs after the last day of classes if finals are being given online. Furthermore, in the event the Contract is suspended and NOT terminated, monthly payments and/or payment plan payments ("Payments") may be suspended by the University, at its sole discretion. If the University elects to suspend Payments, Payments will resume upon cessation of the Emergency Event, as determined by University, and the Contract and all of its terms and conditions continue in full force and effect. Students will be eligible for a Housing Adjustment, if any, only to the extent that the student's overall account with the University is settled and results in a credit balance.

Housing Adjustments exclude, without limitation, deposits and other fees or charges associated with the applicable housing.

Notwithstanding the foregoing, if an Emergency Event results in the University switching to a remote-teaching environment but the University determines not to close Bringle Lake Village and not to suspend or terminate the Contract, the student may still remove all of the student's personal property and vacate the room/apartment, but in such a case the student will not be entitled to a Housing Adjustment and all of the terms and conditions of the Contract will remain in full force and effect. Furthermore, if the student elects to vacate the premises under these

circumstances, the student must submit a contract cancellation request via their housing portal and notify the Housing Assignments Office, or designee, in a timely manner and must follow all specified move-out procedures.

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.

[Last Revised June 3, 2020]