1. **CONTRACT AGREEMENT:** The Texas State University-San Marcos, acting through its Department of Housing and Residential Life ("the University" or "DHRL") agrees to provide a space in the university housing system to the student (hereafter referred to as the "Student"). The Student agrees to be enrolled at Texas State University.

2. **UNIVERSITY HOUSING POLICY:** The University housing policy applies only to the fall and spring semesters. On-campus housing during the summer is optional.

3. **ORAL REPRESENTATION POLICY:** The University and the DHRL do not enter into any oral agreements or make any oral representation concerning this contract. The entire contract is expressed in writing and supersedes any understanding that may have been communicated orally or implied and no party to this contract is relying on any oral or implied agreement, representation or understanding of fact or policy that is not expressed in writing.

4. **OCCUPANCY PERIOD:** The terms of this contract apply to either the summer term indicated on the contract acceptance form, or if entered into after the start of a term, to the balance of the term beginning on the Student’s assigned move-in day. It is in effect through 24 hours after the student’s last final exam. Contracts for graduating seniors shall end at 6 pm on graduation day.

5. **MEAL PLAN:** The Student who resides in university residence halls is required to purchase a full residential dining plan (commuter plans are not acceptable). The Student who resides in Bobcat Village may choose either a residential or a commuter plan, but is not obligated to make a dining plan purchase due to availability of full kitchen in each apartment unit.

6. **PREPAYMENT:** Students with a valid reservation for spring 2015 and/or fall 2016 are not required to submit the prepayment.

7. **PAYMENT OF FEES:** The Student agrees to pay to the University the rate established by the Board of Regents, Texas State University System. Room and board payments must be made to Student Business Services within the deadlines for full or installment payment schedules established by Student Business Services and published online prior to the beginning of each semester. Failure to meet payment deadlines will result in a hold being placed on the Student’s records and may result in late fees and denial of access to residential and dining facilities. This hold will keep the Student from registering or obtaining an official academic transcript. The University may employ the services of attorneys or outside collection agencies to assist in the collection of delinquent accounts on all financial obligations incurred and any fees related to these activities will be added to the outstanding balance.

8. **ASSIGNMENT:** The University assigns roommates without regard to race, religion, sexual orientation, disability or national origin. Assignment to a specific building, type of housing, room/apartment capacity, or specific roommate is not guaranteed. The University does not permit registered sex offenders to live in university housing. The University reserves the right to make housing assignments and to require assignment changes when considered advisable or necessary by the University.

9. **ASSIGNMENT PROCEDURES AND PRIORITIES:** New residents will be assigned according to the receipt date of their contract. The University will attempt to honor roommate requests when both students involved have indicated each other as roommates. If a roommate does not claim his or her space, the Student may be assigned a new roommate or be given the option to purchase the assigned room as a private for an additional charge, as determined by the University. Students in partially occupied units may be consolidated with another student within the assigned facility or a different housing facility. Students in apartment-style housing who request a move after check-in is complete may be charged an administrative move charge of up to $250.

10. **SPECIAL ACCOMMODATIONS:** The DHRL has procedures for reviewing requests for accommodations (including service animals) based on medical conditions and disabilities. DHRL will determine appropriate accommodations in consultation with the students and the University’s Office for Disability Services. For detailed information and a list of required documentation, see http://www.ods.txstate.edu/Student-Resources/ODS-Services/Procedures-for-Housing.html

11. **STUDENT RESPONSIBILITY**

   A. **Use of Space** – The space is to only be occupied by the Student to whom the space is assigned. The Student may not sublet or have long-term guests. Assigned units are for student residence purposes only. The Student may not operate any “for profit or personal gain” enterprise from any part of University housing, including but not limited to, web-based or e-commerce businesses.

   B. **Alterations and Damages** – The Student shall use reasonable diligence in care of the assigned unit, its furnishings and in the facility’s common areas. The Student may not make alterations to University property without the specific written consent of the DHRL director or designee. The Student agrees to pay for damage caused to University property as a result of negligence, carelessness, accident or abuse. Payment is due upon demand. If the identity of the person responsible for damages cannot be determined after investigation, the DHRL director or designee may prorate the cost to repair the damages and administrative fees among all or any portion of the residents, as is deemed fair. The Student who fails to pay for damages will be subject to the penalties in section 7, Payment of Fees.

   C. **Rules and Regulations** – The Student shall comply with all rules and regulations of the University. The rules and regulations published online by the DHRL and the Office of the Dean of Students are hereby incorporated into this legally binding contract.

   D. **Checkout** – The Student agrees to follow the checkout procedures provided in the housing guidelines online. Failure to check out as instructed will result in a fee of
$150, in addition to cleaning or damage charges. The Student agrees to vacate the space within 72 hours if no longer enrolled at the University. Any property of the student left on University property after the termination of this contract may be handled, removed or disposed of at the risk and expense of the Student and the University shall in no event be responsible for any such property. The Student shall be liable for reasonable storage fees and administrative fees incurred and charged by the University in storage of such property, but the University is under no obligation to provide storage. The University is not responsible for any loss of property. Items placed in storage will only be kept for 30 days and then discarded.

12. UNIVERSITY SERVICES: The University agrees to provide warm and cool water in reasonable quantities, electricity and heating, and if applicable, cooling, according to the heating and cooling system of the individual building. The University is not liable for disruptions in service that are restored in a reasonable amount of time, or for interruptions in service for which notifications are provided to students in a timely fashion. The University shall not be liable for damages, liquidated or otherwise, for interruptions in services that result from the actions of any person or entity other than the DHRL or the University, by any malfunction of any service or facility provided by any other University department, the City of San Marcos, outside providers, any act of nature, fire, war, civil disturbance, or act of government, or by any other cause beyond the direct control of the DHRL. The University shall not be liable for disruptions of service that are not made known in writing by the student to the director of the DHRL or designee.

13. DAMAGE TO PERSONS OR PROPERTY: The DHRL is not liable for damages or losses to person or property caused by other persons, theft, burglary, assault, vandalism or other crimes, fire, flood, water leaks, rain, hail, ice, snow, smoke, explosions, interruptions of utilities, or other natural phenomena, unless same is due to the negligence of the DHRL. The Student is strongly recommended to secure insurance, at his or her own expense, to protect against loss from any of the above-mentioned occurrences. The Student agrees to hold harmless and indemnify the University, the DHRL and all staff, employees, and successors from any claims or damages payable as a result of negligence or acts of omissions or acts by the student or any other persons in violation of this contract or University policy.

14. AUTHORIZED ENTRY: The Student must permit any authorized agent of the University to enter the assigned unit for the purpose of inspection and maintenance, and, if determined necessary, for the purpose of enforcing reasonable rules and regulations insuring the safety, welfare and comfort of all students and the University. University staff may enter and search the Student’s unit without permission or consent of the Student if reasonable suspicion exists of violation of University policy, concerns about safety of the students or guests, or situations that may cause harm to others.

15. TERMINATION: The University may terminate this contract at its sole discretion, if the student: (1) fails to pay for any charges when due; (2) fails to be enrolled in the University; or (3) fails to obey the terms of this contract, University policies, the online housing standards or the University Student Handbook. If the University terminates this contract, the University and the DHRL shall refund prepaid funds to the student pro rata, minus administrative, judicial and other fees as determined, unless a University judicial process removes the Student from the facility. In that case, the Student will receive no refund.

16. CANCELLATION: Once the contract is signed, the Student has 72 hours (three business days) to cancel without penalty. After those 72 hours, the rules below will apply and the requests must be submitted in writing to the DHRL with supporting documentation. The University will not honor requests submitted to offices other than the DHRL.

A. Cancellation Prior to Occupancy – Requests are accepted only if the Student...

- Is commuting from a parent/legal guardian’s home within a 60-mile driving distance of the university’s San Marcos campus.
- Has a financial need. (Financial Aid must verify.)
- Is no longer enrolling at Texas State University.
- Has a documented disability or medical condition requiring accommodations that the DHRL is unable to provide. (Student Health Center or the Office of Disability Services must verify.)

B. During Occupancy – Once term begins and/or the Student has occupied the assigned unit, requests will only be accepted if the Student graduates, is involved in student teaching or an internship program requiring absence from campus or becomes legally married. The Student who falls in one of these categories and fails to cancel, within 30 days prior to departure and may accrue administrative and/or other fees.

By signing and submitting the contract acceptance, the Student understands that the contract is a binding legal document. The contract embodies the entire agreement between the Student, the DHRL and the University. No amendment to this contract is valid, unless in writing and signed by the Student and the Director of the Department of Housing and Residential Life. This contract shall be construed under the laws of the State of Texas. Any clause in this contract declared invalid by law shall not invalidate the remainder of the contract.