1. **Contract Agreement:** The Texas State University, 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:** In support of the mission of the university and the value of on-campus living, all new students under the age of 20 with fewer than 30 credit hours (by September 1 for fall admission or January 1 for spring admission) are required to live in on-campus university housing. All students who graduated from high school within 12 months preceding the semester of their admission are also required to live on campus.

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 occupancy period begins on the first official day of fall move-in and ends 24 hours after the student’s last final exam. The contract terms apply to either the full occupancy period (fall and spring semesters), or if entered into after the start of the academic year, to the balance of the occupancy period beginning on the Student’s move-in day. Contracts for graduating seniors shall end at 6 pm on graduation day. Contracts for summer terms are separate.

5. **Break Periods:** All residence halls and Bobcat Village Apartments are open during the Thanksgiving and Spring Break periods at no additional charge; however, students must register for permission to have access to their place of residence during these periods. During the Winter/Semester Break period, most residences will not be open. The Student who wishes to stay for Winter/Semester Break may submit a “break housing” request, which will be accommodated on an “as-available” basis. An additional, per-day charge is assessed for residence halls (Bobcat Village remains open at no additional charge). For the purpose of Winter/Semester Break, those halls identified as “available” are outlined on our web page after January 1st each year, for the following fall semester.

6. **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 kitchen in each apartment unit.

7. **Prepayment:** The Student must submit $300, which will be converted to a credit after the Student has occupied the assigned space. If the Student cancels within the first semester of occupancy, the $300 will be forfeited.

8. **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. Any payment made toward housing costs that are not needed will be applied to the Student’s general account.

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

10. **Assignment Procedures and Priorities:** New residents will be assigned according to the receipt date of their contract and prepayment submission. 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 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 fee of up to $250.00.

11. **Special Accommodations:** The DHRL will consider requests for accommodations (including service animals) based on medical conditions and disabilities. The Student will also be required to work through the Office for Disability Services. For detailed information and a list of required documentation, see [https://bit.ly/1MIDMcS](https://bit.ly/1MIDMcS)

12. **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 Damage** – 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
13. 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.

14. 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.

15. 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.

16. 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.

17. CANCELLATION: This is a legally binding agreement. Once submitted, the Student has three business days to cancel the contract without penalty. After that, the rules and dates below will apply. All requests must be submitted in writing to the DHRL (requests to other offices will not be honored). Requests will not be accepted without all required documentation attached.

A. Requests Prior to Beginning of Occupancy Period –

1) The date by which the complete cancellation request (including all supporting documents) is received determines the prepayment refund amount.

   Deadlines are below.

   - Fall/Spring Contracts:
     May 1 – $200; July 1 – $150; August 1 – $100
     After August 1 – No refund

   - Spring Only Contracts:
     Nov. 1 – $200; Dec. 1 – $150; Jan. 1 – $100
     After January 1 – No refund

2) Cancellation requests, dated as outlined above, are only accepted if the Student...

   - Is no longer enrolling at Texas State University.
   - Is commuting from a parent/legal guardian’s home within a 60-mile driving distance of the university's San Marcos campus and completes the request prior to occupancy period.
   - Has a financial need after all aid has been awarded and accepted. (Financial Aid will verify.)
   - Has a documented disability or medical condition requiring accommodations that the DHRL is unable to provide. (Office of Disability Services or the Student Health Center must verify.)

B. Requests After Beginning of Occupancy Period –

   Once the occupancy period begins and/or the Student has occupied the assigned unit, requests will only be accepted if the Student withdraws, 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, will forfeit all prepayments and may accrue administrative and/or other fees.

DEPARTMENT OF HOUSING AND RESIDENTIAL LIFE
601 UNIVERSITY DRIVE | SAN MARCOS, TEXAS 78666-4616 | PHONE 512.245.2382 | FAX 512.245.6419 | WWW.TXSTATE.EDU

Texas State University, founded in 1899, is a member of the Texas State University System.