1. **CONTRACT AGREEMENT:** The Texas State University, acting through the 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 Student's shall end at 6pm the day after graduation. Transition housing follows the end of the spring term and the beginning of summer I, as well as, the end of summer II and the start of the fall term. Students who utilize transition housing, but cancel their summer contract, will be charged a housing fee (which includes the daily cost of housing and a $100 late move-out charge).

5. **MEAL PLAN:** The Student who resides in a university residence hall is required to purchase a full residential dining plan (commuter plans are not acceptable).

6. **PRE-PAYMENT:** Students with a valid housing contract for Spring 2022 and/or Fall 2022 are not required to submit the pre-payment.

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 INFORMATION:** The University assigns roommates without regard to race, color, national origin, age, religion, disability veteran's status, sexual orientation, gender identity or expression. Assignment to a specific building, type of housing, room/apartment capacity, or specific not guaranteed. The University does not permit registered sex offenders to live in university housing. The University will not assign different genders together. 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 completion 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.

10. **ACCOMMODATIONS:** Students with contracts may request consideration for accommodations. The Student will be required to work through the Office of Disability Services. For detailed information and a list of required documentation, see University Housing Accommodations.

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; **Student Handbook/Code of Student Conduct & Resident Guide to Rights and Responsibilities.**

D. **Checkout:**
   1. The Student agrees to follow the checkout procedures provided in the housing guidelines online. Failure to check out as instructed will result in an improper check-out fee of $150, in addition to cleaning or damage charges.
   2. The Student agrees to vacate the assigned space within 48 hours if no longer enrolled. The student will be charged until checked out of the facility.
   3. 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 loss of property. Items placed in storage will only be stored 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 to the student for personal injury, death or property damage arising from but not limited to, personal injury, death or property damage caused by other persons, theft, burglary, assault, vandalism or other crimes, fire, flood, water leaks, rain, hail, ice, snow, smoke, explosions, interruptions of utilities, pandemics and epidemics, or other natural phenomena. 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. **Indemnification:** The Student agrees to indemnify and hold harmless the University, the DHRL and all staff, employees, and successors from any claims or causes of action of any and all claimants arising out of this contract, including but not limited to those claims and causes of action based on the alleged negligence or wrongful conduct of the University, the DHRL and all their staff, employees, and successors.

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 ensuring 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**: This is a legally binding agreement. Once submitted, the Student has three business days to cancel the contract without penalty; the request to cancel must be received online in the Texas State StarRez Housing Portal.

A. Requests Prior to Beginning of 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 verified by the Office of Financial Aid.
   - Is no longer enrolling at Texas State University.
   - Has a documented disability or medical condition requiring accommodations that the DHRL is unable to provide as verified by the Office of Disability Services.

B. Requests After Beginning of Occupancy Period:
   - Once the occupancy period begins (see Section 4) for the Student, requests for cancellation of the contract will only be considered if the Student withdraws, graduates, becomes legally married, or has been assigned a student teaching/internship location outside of the San Marcos area.

17. **FINAL DISCLOSURE**: By accepting this contract, I agree that I have read and understand the terms and conditions of the Texas State University Housing Contract, the Texas State University Code of Student Conduct and all DHRL policies and procedures.