

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 and to the terms of this contract.
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 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 6pm on graduation day. Housing 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 a university residence hall 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. **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.
8. **ASSIGNMENT INFORMATION:**
 - A. The University assigns roommates without regard to race, color, national origin, age, religion, disability, veterans’ status, sexual orientation, gender identity or expression.
 - B. The University will only assign same genders together.
 - C. The University does not permit registered sex offenders to live in university housing.
 - D. Assignment to a specific building, type of housing, room/apartment capacity, or specific roommate is not guaranteed.
 - E. 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:**

- A. A limited number of 2018-2019 enrolled students will be offered an opportunity to contract and self-select a space, based upon projected, incoming new freshmen numbers. The contract/assignment process for continuing students will generally take place prior to the self-selection process for incoming new students.
 - B. Incoming new students will be assigned a date to self-select a space according to the complete date of their contract and pre-payment submission. Students who do not self-select during their assigned space selection period will be assigned by DHRL after all other contract holders have been assigned.
 - C. Assignment changes may only be made during specific room/hall change periods as outlined on our website.
 - D. The Student may be assigned a new roommate if the original roommate does not claim their space. The Student may be given the option to purchase the vacant space for an additional charge, only if space is available.
 - E. Students in partially occupied units may be consolidated with another student within the assigned facility or a different housing facility.
 - F. If space is available, residents may be offered opportunities to relocate; differences in rates for varying room types will be assessed on a prorated basis.
 - G. 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, to cover additional cleaning and preparation costs.
10. **ACCOMMODATIONS:** Students with contracts may request consideration for accommodations. The Student will also be required to work through the Office of Disability Services. For detailed information and a list of required documentation, see <http://bit.ly/ODShousing>.
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:**
 - 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, as a result of, but not limited to 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, 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 their 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 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 pre-paid 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 (3) business days to cancel the contract without penalty; the request to cancel must be received online in the Texas State StarRez Housing Portal. After that, the rules, refund amounts and dates, below, will apply. Requests to cancel must be submitted online to the DHRL (request for cancellation sent to other offices will not be honored). Online requests for cancellation will not be accepted without all required documentation attached. For any category of student, below, the Student who fails to enroll or who officially withdraws and then enrolls or re-enrolls in classes during the same academic year will have the housing and meal plan contract reactivated and charges added to the university student billing account.
 - A. For current 2018 – 2019 enrolled students – PRIOR TO THE START OF THE OCCUPANCY PERIOD:
 1. Current 2018-2019 enrolled students who submit housing contracts for 2019-2020 may cancel and receive a \$250 refund, if cancelled in writing no later than 5:00 p.m., March 1, 2019.
 2. Written requests for cancellation received after March 1, for current 2018-2019 Housing Contract holders are only considered for those reasons outlined below. Requests received after March 1, 2019 will result in forfeiture of the \$300 pre-payment.
 - a) The Student will no longer be enrolled at Texas State University for the 2019-2020 year; subsequent enrollment in 2019-2020 academic year will result in reinstatement of the contract and all charges.
 - b) The Student has a significant change in financial circumstances that was not present before March 1st. The Student must have a Free Application for Federal Student Aid (FAFSA) for 2019-2020 on file, all aid must be awarded and accepted prior to consideration of a request of this type. The office of Financial Aid and Scholarships will verify all student need and available aid. Official documentation of the change in financial circumstances must be submitted at the time of the request for cancellation.
 - c) The Student has a documented disability or medical condition requiring an accommodation that the DHRL is unable to provide. The Office of Disability Services or the Student Health Center will verify disability and the specific needed accommodation. DHRL will make final determination regarding its ability to make the accommodation.
 - d) Current 2018-2019 students will not be required to reside in on-campus housing for the subsequent year; as a result, requests to cancel the 2019-2020 contract after the March 1st deadline in order to commute from home will not be considered.
 - B. For new 2019 – 2020 students – PRIOR TO THE START OF THE OCCUPANCY PERIOD:
 1. Students who are new to Texas State for the 2019-2020 year may use the dates, deadlines and guidelines, as outlined below, to make requests for a cancellation of the Contract. The date by which the complete cancellation request (including all supporting documents) is received determines the pre-payment refund amount.
 2. Requests for cancellation must be submitted for consideration in writing, and all necessary documentation must be included at the time of submission. Incomplete requests will be returned. Requests for cancellation are only considered for these reasons:

- a) The Student will no longer be enrolled at Texas State University for the 2019-2020 year; subsequent enrollment in 2019-2020 academic year will result in reinstatement of the contract and all charges.
- b) The Student has a significant change in financial circumstances that was not identified in the Free Application for Federal Student Aid (FAFSA). The Student must have a FAFSA for 2019-2020 on file, all aid must be awarded and accepted prior to consideration of a request of this type. The office of Financial Aid and Scholarships will verify all student need and available aid. Official documentation of the change in financial circumstances must be submitted at the time of the request for cancellation.
- c) The Student has a documented disability or medical condition requiring an accommodation that the DHRL is unable to provide. The Office of Disability Services or the Student Health Center will verify disability and the specific accommodation needed. DHRL will make final determination regarding its ability to make the accommodation.
- d) The Student who is, by policy, required to reside in on-campus housing and who subsequently wishes to commute from a parent or legal guardian's home, which is within a 60-mile driving distance of the university's San Marcos campus. The request to cancel a contract will only be considered prior to July 1, 2019; after that date, the contract will not be cancelled for this reason.

C. Refund Schedule and Cancellation Deadlines:

- 1. For full academic year contracts (Fall 2019 – Spring 2020)

Before:

March 1, 2019	\$250.00 - Current Students	\$250.00 - New Students
May 1, 2019	\$200.00 - Current Students	\$250.00 - New Students
June 1, 2019	\$150.00 - Current Students	\$150.00 - New Students
July 1, 2019	\$100.00 - Current Students	\$100.00 - New Students
After July 1, 2019	No Refund	

- 2. For spring-only contracts (Spring 2020)

Before:

November 1, 2019	\$250.00
December 1, 2019	\$150.00
After December 1, 2019	No Refund

D. For all Students After Beginning of Occupancy Period:

- 1. 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.
 - 2. The Student who falls into one of these categories and fails to submit a request for cancellation prior to December 1, 2018, may accrue prorated charges for the spring semester, depending upon the check-out date.
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.