



## Housing Contract Terms and Conditions

### Email as Official Method of Communication

#### 2018-2019

TWU's primary source for correspondence with students is through the student's TWU email. Messages sent by the University may include time sensitive information regarding student accounts, announcements, and class information. Students are responsible for checking their TWU email on a regular basis and should clean out their email boxes diligently to ensure all mail is delivered. For more information regarding your Pioneer Portal and TWU email, visit [www.twu.edu](http://www.twu.edu) or contact the IT Help desk at 940-898-3971. Students should add [housing@twu.edu](mailto:housing@twu.edu) to their email address contact list in order to avoid having important mail filtered in to "junk" mail.

University Housing and Residence Life utilizes email to communicate information including, but not limited to: assignments, billing issues, and waiting list status.

### Definitions

For purposes of this Contract, the following terms have the following meanings:

- **Residence Hall** - All portions of a building, as well as its immediate outside surroundings, whether on or off campus, made available by TWU for Student living accommodations.
- **Apartment**-A University-assigned unit including any assigned exterior storage closets, patios, porches, balconies and stairwells.
- **Common Areas** - Lobbies, lounges, stairwells, hallways, laundries, bathrooms, exercise rooms, basements, walkways, lawns and parking areas.
- **Student**-A person admitted to Texas Woman's University
- **Co-residents**- children, spouses, roommates

## Contract Terms and Conditions

1) **RESIDENCY REQUIREMENT:** All full-time undergraduates (taking 12 or more credit hours) who have not completed 60 credit hours are required to live in University Housing. Exceptions are made for students residing with their parent or legal guardian within a 40 mile commutable radius of the campus, students who are at least 21 years of age, students who are married by the first day of classes, students who are active military or veterans of military service, students with children, or students who have completed 48 hours with a cumulative GPA of 3.0. Students who wish to be exempt must apply for an exemption prior to the start of the academic year (spring for spring-only residents). Requests for exemption will be reviewed by a Housing administrator. All decisions made shall be considered final. Once the contract is signed and the academic year has begun, an exemption will not be granted, nor will the contract be cancelled for this purpose.

2) **CONTRACT AGREEMENT:** This contract is for a space in University Housing and Residence Life, and covers the entire:

- Academic year (both Fall and Spring semesters), or any portion of the contract remaining at the time this contract is completed.
- Spring semester only or any portion of the contract remaining at the time this contract is completed.
- This contract does not include Summer terms.

Residing in University residence halls requires participation in the University's dining program. Students who live in University

apartments or TWU Select properties and fall under the residency requirement are required to have at least a residential commuter plan. Students who live in University apartments or TWU Select properties who do not fall under the residency requirement are not required to participate in the University's residential dining program.

**Acceptance of this contract by the University DOES NOT constitute a commitment of admission to the University. If any section or subsection of this contract becomes invalid, this will not affect the validity or enforceability of the remainder of the provision of the contract.**

If the student wishes to cancel their housing contract, they may do so in accordance to paragraph 13.

3) **ELIGIBILITY FOR RESIDENCY:** A person must be admitted as a full time, degree-seeking Texas Woman's University undergraduate (12 hours) to be eligible for University Housing. The student must remain enrolled full-time throughout the term of this contract.

4) **OCCUPANCY PERIOD:** Occupancy refers to the student completing the contract, checking out keys, and/or moving her/his belongings into the room or apartment. If on an academic year contract (fall and spring semesters) or the spring only contract, then the contract covers the student's residency from the official opening of residential communities through 24 hours after the student's last final exam of the TWU Spring semester or until noon on the last day

of the Spring semester per the TWU academic calendar, whichever comes first. Students who will not be enrolled for the Spring semester must check out within 24 hours after the student's last final exam of the TWU Fall semester or by noon on the last day of the Fall semester per the TWU Academic Calendar, whichever comes first. University Housing and Residence Life considers the student to be occupying the assigned accommodation when the student signs for room keys at check-in day until keys are returned to the Department at checkout.

- 5) **ASSIGNMENT:** Texas Woman's University is an equal opportunity institution and, as such, assigns space to qualified, enrolled, degree-seeking students without regard to race, color, religion, national origin, disability, or age, as provided by law and in accordance with the University's respect for personal dignity and University Housing and Residence Life's commitment to valuing human diversity. Basic housing is a room occupied by two persons of the same gender.

Registered sex offenders and students convicted of any felony will not be eligible to live in the University residence halls or apartments.

Assignments to a specific building, type of housing, room/apartment capacity, or specific roommate(s) are not guaranteed.

University housing is not guaranteed by completing the housing application process. If a prospective resident has completed the housing application process by the appropriate deadline and the University is unable to grant housing due to occupancy levels, he or she will be refunded their deposit.

Students with contracts may request consideration for accommodation. The Student will be required to work through Disability Services for Students. For detailed information and a list of required documentation, see <https://www.twu.edu/disability-services/>

- 6) **ASSIGNMENT PROCEDURES AND PRIORITIES:** First priority goes to current residential students who participate in the process known as the "Priority Room Selection." In general, residents will have the opportunity to select their preference for their own room in a residence hall or apartment, dependent upon the date on which the completed and signed housing contract and \$100 deposit and \$50 application fee are received by the Department of Housing and Residence Life. Preferences are based on availability and cannot be guaranteed. Residents whose \$100 deposit and \$50 application fee are received by University Housing and Residence Life after established deadlines for selecting their housing preference will be assigned a room based upon preferences submitted by the student as available spaces allow. The University will attempt to honor roommate requests when students involved have indicated each other as roommates on the housing contract, and both have applied within one week of each other. This request must be received by March 1 for fall and December 1 for spring. The student agrees to accept the assigned space, regardless of preference, and may only cancel the contract according to those terms outlined in paragraph 13. As space becomes limited, preference will be given to incoming Freshmen/First-Time-in-College students and sophomores because they are covered under the residency requirement.

- 7) **TEMPORARY ASSIGNMENT ACCOMMODATIONS:** At the beginning of each semester, occupancy may be expanded through the assignment of students to "tripling" of what are normally double-occupancy residence hall rooms. Temporary assignment spaces are used until regular double occupancy room accommodations become available. Students who accept temporary assignment accommodations are bound by all the provisions of this Contract. Students assigned to a triple space are initially billed for double occupancy. Students remaining in a triple after one month will receive a prorated reduction in their housing charges. Students who are offered a permanent space, but decline that offer to stay in their temporary space may be approved on a case-by-cases basis.

- 8) **USE OF ASSIGNED SPACE:** Occupancy of space is permitted only by the student to whom the space is assigned. Space may not be sublet to any other person(s). The student may not share assigned space with any other individual(s) not officially assigned by the University. The student may not refuse or prevent another assigned student from residing in a shared space (bedroom or apartment). If the student refuses or prevents a new occupant from residing in a shared space, conduct action (including eviction), may be imposed on the student. Use of space for specific visitation and guest policy information is governed by the Residence Life Handbook available on the TWU Housing website.

- 9) **CHANGES IN ASSIGNMENTS:** Room changes may be made only after written approval is communicated from University Housing and Residence Life. Failure to follow established room change procedures as outlined in the Residence Life Handbook available on the TWU Housing website, will constitute breach of this contract and may be grounds for cancellation, charges for occupying a second room, conduct action, or any of the foregoing. The University reserves the right to reassign a resident due to unforeseen events, including, but not limited to, enrollment fluctuations, facility problems, or staff changes.

- 10) **CONSOLIDATION AND VACANCY OPTION:** Consolidation is defined as the moving together of residents by University Housing and Residence Life who are paying for a double occupancy room but for some reason, not necessarily because of their actions, are currently in a room with no assigned roommate; or are living in an apartment with empty rooms within the apartment. Double rooms are normally occupied by two students and a 2, 3 or 4 bedroom apartment is occupied by said number of students. If one or more of the occupants does not check in, or, later moves out, the remaining residents may be required to consolidate.

- 11) **PAYMENT OF FEES:** The student agrees to accept the assigned space in University Housing and Residence Life and pay housing fees on or before the published payment dates. Current rates and fees can be found at [www.twu.edu/housing](http://www.twu.edu/housing). It is the responsibility of the student to routinely check his/her student account to determine outstanding balances. Statements are available from the student's Pioneer Portal account. Students who receive financial aid awards are required to pay all housing costs not covered by their awards (after tuition and fees are paid), by the payment date set by the University. Financial aid may not be used to pay the required housing deposit and application fee. Room rates are reduced only for the student who is assigned a space AFTER the conclusion of the FIRST WEEK of classes. Rates are also adjusted on a pro-rated basis if the room type changes. Failure to pay fees in a timely manner will be a material breach of this contract.

- a. **Application Fee-** Student agrees to pay the \$50 nonrefundable and non-transferrable application/contract fee for University Housing.
- b. **Deposit-** Student agrees to pay a security deposit of \$100 prior to taking possession of a room. The \$100 room deposit will be refunded upon request to the student upon satisfactory completion of the contract which includes checking out of the residence hall or apartment properly, leaving the room or apartment in good condition, and clearing the student's university account with the University Bursar's Office. The condition of the room or apartment will be inventoried prior to student occupancy and again when the student checks out of the residence hall. The inventory will be used to evaluate the condition of the room. Charges assessed against the student for such items as improper checkout, damage, and/or cleaning fees will be placed on the student's account and will be deducted from the \$100 deposit. If the university account is paid in full and there are no outstanding university charges on the account, the student may request a refund. If charges should exceed the \$100 deposit, the additional fees will be charged against the student's account. To allow for processing and handling, all refunds referred to in this contract will be disbursed to the student's account within two weeks upon written request to the Department of University Housing and Residence Life. At the completion of the contract, the student has the option of requesting that her/his deposit be refunded or transferred to hold a room for the following semester or academic year. If the student requests a deposit refund and later wishes to reapply for housing, the student must resubmit the \$50 nonrefundable application fee and the \$100 deposit along with the housing application. NOTE: If charges are assessed against the student at the completion of the contract and the student wishes to transfer her/his deposit to the next semester or academic year, the student's university account will be charged. These charges must then be paid before the student may register for the next semester or academic year. The deposit will be held for one year following the last date of residency. A student not requesting a refund during that period will automatically forfeit the \$100 deposit.

Student understands that in order to be eligible for a refunded deposit; written notification of intent to cancel must be received by the Department of University Housing and Residence Life, on or before June 1 for the Academic Year (Fall/Spring), December 1 (Spring Semester only), May 1 (Summer Sessions) for the specific semester during which the contract initially becomes effective.

Student understands that failure to occupy the reserved space or failure to properly notify the Department of University Housing and Residence Life of canceling prior to initial occupancy will forfeit student's deposit.

Student understands that, a new housing application/contract, \$50 nonrefundable application/contract fee, and a \$100 deposit will be required if student should decide to enroll at a later date.

If proper cancellation information is given to University Housing and Residence Life and the student should decide to enroll later during the period of the initial contract, the \$100 deposit should be forwarded to the housing contract and the \$50 nonrefundable application/contract fee already on file will be applied to the remainder of the contract period.

- 12) **CHECKOUT:** The student must check-out within 24 hours after the student's last final exam of the Spring semester (Fall semester for those not enrolling for the Spring semester), or by noon on the last day of the semester per the TWU Academic Calendar, whichever comes first. The student is to vacate the space within 48 hours after withdrawal or dismissal from the University, or be held liable for room charges beyond his/her last date of attendance. Failure to move out within the prescribed period may result in a \$100 per day charge, conduct action, or any or all of the foregoing. In the case of eviction, the University will not be held responsible for student belongings and reserves the right to take possession of and discard such belongings, change all applicable locks, and charge the student for all necessary expenses. The student is expected to complete a proper check out prior to leaving the assigned space, as outlined in the Residence Life Handbook available on the TWU Housing website. When one occupant in a room/apartment moves out while others remain, each is equally and jointly responsible for cleaning the room, bathroom, and common areas. If any of those spaces are found to be in an unacceptable condition, cleaning services will be provided and all residents will be held liable for cleaning charges. The student must also complete and sign the Room Condition Report form and return all keys to a Residence Hall/Apt. staff member. If the student is departing prior to the end of the academic year, a Cancellation form must be completed prior to checkout. Failure to comply with this process may result in additional charges.
- 13) **CONTRACT CANCELLATION AND REFUNDS:** At a minimum, this contract is in force as long as the Student is officially enrolled during the Academic Year as outlined in Paragraph 2, and as long as the Student remains in good standing. The Student may request a cancellation of the contract by completing a Cancellation Form according to the following guidelines:
  - a. She/he may cancel the contract provided she/he will not be in violation of the University Residency Requirement.
  - b. If the student is denied admission to the University, there shall be no cancellation fee and a full refund of any refundable payments will be made.
  - c. Students evicted from Housing will be responsible for payment of the entire semester's room rent. The housing deposit will also be forfeited.
  - d. **Fall Cancellations-**Students who cancel for the Fall by June 1 will be refunded their \$100 deposit. Students who cancel by July 1 will be refunded half (\$50) of their deposit. Students who cancel after July 1, but before August 1, will forfeit their entire (\$100) housing deposit. Students cancelling after August 1 will forfeit their deposit and be charged \$100. The student who does not check into the assigned space by the first day of classes for the Fall semester will be assessed a \$350 cancellation fee. The student's assignment will also be forfeited and the student will need to submit a new housing contract, \$100 deposit and \$50 nonrefundable application fee for future terms.
  - e. **Spring Cancellations-**Students who lived on campus in the fall and are cancelling for the Spring will be assessed a \$350 cancellation fee. The Student will need to submit a new housing contract, \$100 deposit and \$50 nonrefundable application fee for future terms.
  - f. **Spring Only Contract Cancellations-**Students who cancel for the Spring by Dec. 1 will not be charged a cancellation fee. Students cancelling after Dec. 1, but before January 1 will forfeit their

deposit. Students cancelling after Jan. 1 will forfeit their deposit and be charged a \$350 cancellation fee.

- g. The University will waive cancellation fees if cancellation is the result of
- full time student teaching or an academic internship;
  - withdrawal from the University on the recommendation of Student Health Services;
  - academic disqualification;
  - graduation;
  - or such other circumstances with the prior approval of the Director of Housing and Residence Life

Documentation is required. Students must also complete a cancellation form. Residents who wish to return to University Housing and Residence Life afterwards are not guaranteed a space.

- h. The contract of the Student who is suspended or dismissed from the University for the spring semester, or subsequent terms, for academic reasons will be cancelled. It is the responsibility of the Student to inform the Department of University Housing and Residence Life of his/her academic status and subsequent need for a contract cancellation. If Student notification and removal of all personal belongings occurs prior to January 1, no charges will be applied. After January 1, a \$350 cancellation fee plus a \$100 housing charge will be assessed until the official date of checkout.

- 14) **FOOD SERVICES:** The student agrees that, if living in the residence halls she/he will purchase a meal plan each semester for the entire period of the contract. Students living in Lowry Woods, Grove Street apartments, or in a TWU Select property are not required to have a meal plan. If no meal plan is selected, the student will automatically be assigned and charged the minimum meal plan. Refunds will not be given for missed meals due to academic scheduling problems or trips taken by the resident for academic or extracurricular purposes. Students may spend the entire Dining Dollar balance in a semester, and the balance remaining at the end of the fall semester will transfer to the spring semester ONLY for those students continuing to reside in on-campus housing. Any carry-over balance is added to the student's spring meal selections. Balances will not carry over to the following semester at the end of the spring semester.

- 15) **BEHAVIOR AND CONDUCT:** The Student is responsible for knowing and observing University policies, rules, regulations and procedures as set forth in the TWU Student Handbook, Student Code of Conduct, and the Residence Life Handbook. These resources are available online at [www.twu.edu](http://www.twu.edu). The Student is also responsible for observing all applicable federal, state, and local regulations and laws. The University reserves the right to make other rules and regulations as in its judgment may be necessary for the safety, care, and cleanliness of the premises and for the preservation of order. Student agrees to abide by all additional rules and regulations that are adopted. Any student whose contract is terminated as a result of violating The Student Code of Conduct, Residence Life Handbook or as a result of any other conduct sanction, will be held financially responsible for the entire semester's room rent. Failure to abide by all University policies, rules, regulations and procedures and federal, state and local regulations and laws may result in contract modification or termination.

- 16) **CARE OF FACILITIES:** Student is responsible for care of rooms, furnishings, and equipment in University Housing and Residence Life. Student is responsible for keeping the assigned unit clean and sanitary. In order for the campus to remain committed to environmental responsibility, the student is responsible for disposing of trash and recyclable materials in bins provided in all common areas. The student agrees to cooperate with roommates in the common protection of University and personal property. The student also agrees to refrain from modifying the space in any way, except as expressly permitted in writing by the University Housing and Residence Life Office, and to promptly pay all assessed charges for damages, special cleaning, or maintenance resulting from misuse or modification of the facility. The student is jointly liable with roommates and/or suitemates for assessed charges in the room, apartment, or common area of the residence hall, unless the responsible individual is identified.

- 17) **KEYS/CARD ACCESS:** Student agrees not to duplicate any keys assigned, or to transfer their keys or identification card to another person, and will be subject to conduct action or termination of this contract if this occurs. If keys are not returned at check out, or if the keys are lost or stolen, the student agrees to pay for all lock changes and key replacements. Student is responsible for securing the assigned unit at all times and taking such precautions as is necessary for personal and property protection.

- 18) **EMERGENCY ACCESS:** The University reserves the right to have authorized University staff, property management personnel, state officials, and other authorized personnel enter the student's rooms/apartments with prior notice (24 – 48 hours) at reasonable times to inspect, maintain, and repair the premises and furnishings. Students are expected to promptly report damages and necessary repairs, in accordance with established and published procedures. In the event of an emergency, notice may be given immediately before entering. In accordance with the Residence Life Handbook, when authorized personnel have a reasonable belief that a violation of a University or Housing regulation, local ordinance, state or federal statute is in progress, and/or other emergency purposes exist, they may enter the student's rooms/apartments/suites/house without notice. Student's online submission of this contract constitutes explicit consent for authorized personnel to enter the student's rooms, apartments, and/or suites without notice for such purposes.

- 19) **LIMITATION OF UNIVERSITY LIABILITY:** The University is not liable for damage to or loss of personal property, or failure or interruption of utilities. Students are encouraged to review family homeowner's insurance policies or to carry personal renter's insurance. Student understands that the University's insurance does not cover a student's belongings from losses not caused by the University's negligence. The University is not liable for any personal conflict of students with co-residents, resident's guests or invitees, or with any other residents that reside in on-campus residence halls or apartments. Therefore, a conflict between students does not constitute grounds for contract termination. The University shall not be liable for any death, injury, damage or loss to person or property, including, but not limited to, any death, injury, damage or loss caused by burglary, assault, vandalism, theft or any other crimes, negligence of others, wind, rain, flood, hail, ice, snow, lightning, fire, smoke, explosions, natural disaster or other acts of God, or any other cause beyond the reasonable control of the

University; and the Student hereby expressly waives all claims for such death, injury, damage or loss. Resident agrees to indemnify, defend and hold harmless the University, and its respective officers, directors, members, managers, agents, employees and legal representatives from any and all liabilities, claims, suits, demands, losses, damages, fines, penalties, fees, costs or expenses (including, but not limited to, reasonable attorney's fees, costs and expenses if permitted by prevailing law) arising by reason of any death, injury, damage or loss sustained by any person, including Student, Student's guests and invitees to the extent not caused by any omission, fault, negligence, or other misconduct by the University.

**20) IMMUNIZATION:** The student, or parent or guardian of the student, will be required to provide a certificate signed by a health practitioner or an official immunization record showing the student has received the bacterial meningitis vaccination or booster during the five-year period prior to enrollment, and not less than 10 days before the move - in day. Documentation may be faxed, scanned & emailed, mailed, or hand delivered to the Office of Admission Processing. Students, 22 years of age or older, are not required to file the exemption or show proof of the vaccination.

**21) PHOTO RELEASE:** The Student grants Texas Woman's University permission to: record Student's participation in and appearance on videotape, audiotape, film, photograph or any other medium; use Student's name, likeness, voice and biographical material in connection with such recordings; exhibit or distribute such recordings in whole or in part without restrictions or limitation for any legal purpose, including without limitation, educational or promotional purposes, which the University and those acting pursuant to its authority deem appropriate; and copyright such recordings in its own name or to publish, to market and to assign such recordings without consideration, compensation or report to Student. Should a student (or, if under 18 years of age, his/her parent/guardian) NOT want to be photographed or recorded, or have their name, voice, or biographical material used in connection with any such recording, please obtain a copy of the appropriate Opt Out of Photograph Release form available at the University Housing and Residence Life (Building 39 on the campus map), complete it by August 1 for Fall and January 3 for Spring, and return it to University Housing and Residence Life, Main Office. Unless you complete an appropriate Opt Out of Photograph Release form, your presence in or around University Housing and Residence Life facilities and/or properties, as well as on and off campus University Housing and Residence Life sponsored events, will constitute your consent to the capturing and/or use of your image and/or voice, name and biographical material by the Department of Housing & Residence Life and will expressly and impliedly waive any claims or rights, whether in law or equity, related thereto.

**22) CONTRACT MODIFICATION OR TERMINATION:** This contract may be modified or terminated for cause as determined by the Director of Housing or his/her designee. If the contract is terminated for cause, the Student will be required to pay the remainder of the semester's rent. In addition, the Director of Housing or designee reserves the right to terminate or modify the terms of this contract when the Student has been charged or convicted of a crime or crimes against persons or property, is involved in any other conduct that may threaten their safety and

security or that of other residents, or engages in conduct that is in violation of federal, state, and local laws or University policy. The Student will be given notice and an opportunity to appeal to the Director of Housing or designee the basis for any proposed modification or termination of this contract, and in cases involving conduct in violation of federal, state, and local laws or University policy, the procedures under such regulation shall apply. Students appeals must be submitted within 3 business days after the Student receives notice of the decision; any further hearing on such appeal may be held at the discretion of the Director of University Housing and Residence Life; and that the decision of the Director is final.

**23) ILLEGAL SUBSTANCE:** The University has a campus-wide zero tolerance for illegal substance, the purpose of which is to promote a healthy learning environment on campus. Any illegal possession, use, delivery, sale, or distribution of illegal drugs, controlled substances or drug paraphernalia will result in a termination of this contract and an eviction from University Housing. Unlawful possession, use or abuse of alcohol is strictly prohibited in and on all property owned, leased or controlled (temporarily or permanently) by the university or at any university event. The University has a strict no-tolerance policy towards underage drinking and driving while intoxicated or under the influence of alcohol. The university condemns any act related to the consumption of alcohol that impairs, interferes, or endangers the safety or enjoyment of others, including the individual who chooses to consume the alcohol. Any student whose contract is terminated as a result of violating the Student Code of Conduct, Residence Life Handbook or as a result of any other disciplinary sanction, will be held financially responsible for the full amount of the contract for semester only.