

Summer 2022 Housing & Dining Contract

Email as Official Method of Communication

Texas Woman's University's (TWU) 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 or contact the IT Help desk at 940-898-3971. Students should add housing@twu.edu to their email address contact list in order to avoid having important mail filtered in to "junk" mail.

Housing & Dining 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, 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

Terms and Conditions

1. **CONTRACT TERM:** This contract covers all summer sessions.
2. **ELIGIBILITY FOR RESIDENCY:** A person must be admitted as a full-time, degree-seeking Texas Woman's University student to be eligible for University Housing. The student must remain enrolled full-time throughout the term of this contract.
3. **OCCUPANCY PERIOD:** Occupancy is from the date and time designated for official opening until the date and time designated for official closing of the residence halls and University apartments for each Summer session. Residence hall and University apartment closings will follow the last scheduled examination for each session or session. Room rent does not cover occupancy between sessions. University Housing reserves the right to provide housing during the break period between the last Summer session and the Fall session in specific buildings on a limited, centralized basis and for an additional charge. Housing & Dining considers the student to be occupying the assigned accommodation when the student signs for room keys at check-in and keys are returned to the Department at checkout.
4. **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 Housing and Dining'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 may 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 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 special accommodation. The Student will be required to work through Disability Services for Students. For detailed information and a list of required documentation, see <http://www.twu.edu/disability-services/>
5. **ASSIGNMENT PROCEDURES AND PRIORITIES:** Assignment preferences are based on availability and cannot be guaranteed. Completed applications received by Housing & Dining 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 submitted materials at the same time. This request must be received by May 1. The student agrees to accept the assigned space, regardless of preference, and may only cancel the contract according to those terms outlined in section 10.
6. **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

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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), single room rental fees, or both, 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.

7. **CHANGES IN ASSIGNMENTS:** Room changes may be made only after written approval is communicated from Housing and Dining. 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.
8. **CONSOLIDATION AND VACANCY OPTION:** Consolidation is defined as the moving together of residents by Housing & Dining 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 or 3 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.
9. **PAYMENT OF FEES:** The student agrees to accept the assigned space in University Housing and pay Housing & Dining fees on or before the published payment dates. Current Housing & Dining rates and fees can be found at www.twu.edu/housing. It is the responsibility of the student to routinely check his/her student account to determine outstanding balances.

Students who receive financial aid awards are required to pay all Housing & Dining 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 and board 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 or meal plan type changes. Failure to pay fees in a timely manner will be a material breach of this contract.

- **Application Fee-** Student agrees to pay the \$50 nonrefundable and non-transferrable application/contract fee for University Housing.
 - **Deposit-** Student agrees to pay a security deposit of \$100 prior to taking possession of a room. The \$100 room deposit will be refunded to the student upon satisfactory completion of the contract, which includes checking out of the residence hall or apartment properly and leaving the room or apartment in good condition.
10. **CHECKOUT:** The student must checkout within 24 hours after the student's last final exam of summer session which student has applied or by noon on the last day of the summer session 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 \$50 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.
 11. **CONTRACT CANCELLATION AND REFUNDS:** At a minimum, this contract is in force as long as the Student is officially enrolled during the Summer 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. 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.
 - b. Students evicted from Housing will be responsible for payment of the entire Summer session room rent. The housing deposit will also be forfeited.
 - c. The University will waive cancellation fees if cancellation is the result of
 - withdrawal from the University on the recommendation of Student Health Services;

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- academic disqualification;
- graduation.

Documentation is required. Students must also complete a cancellation form. Residents who wish to return to Housing & Dining are not guaranteed a space.

CANCELLATION CHARGES FOR THE SUMMER

- No deposit refund if cancelling contract (at any time).
- After May 1-No deposit refund, \$350.00 cancellation fee
- No show-\$350 cancellation fee
- After move in-\$350 cancellation fee and prorated costs up to ten days
- Students cancelling their assignment after occupying their space beyond ten days will be charged the entire sessions rent.

12. DINING SERVICES: The student agrees that, if living in the residence halls she/he will purchase a meal plan each session for the entire period of the contract. If no meal plan is selected, the student will automatically be assigned charged a five week meal plan, per five or six week term. Students living in apartment communities are not required to have a meal plan.

Meal plans are effective during the defined contract period, as outlined in Section 3. Dining and retail locations may be closed or offer limited service during University breaks and the summer terms.

Residents may change to a higher dining plan at any time during the term, and may change to a lower dining plan through the 4th class day each summer session. More than two (2) meal plan changes at any time during the contract term will result in a \$50 administrative fee for each additional change.

Cancellations

- If a meal plan participant cancels a meal plan they will be charged a \$100 cancellation fee and billed for all Dining Dollars used.
- Refunds will not be given for missed meals due to academic scheduling problems or trips taken by the resident for academic or extracurricular purposes.
- Dining Dollar balances will not carry over to the Fall session.

Exemptions

The University, in unique circumstances, may exempt a student from the required meal plan for documented medical conditions. It should be noted that all documentation must be submitted to the Executive Director of Housing & Dining by the census day in order for a request to be considered for that session. Please note that the meal plan exemptions requests will only be considered for those who demonstrate that a campus dining plan cannot in any way satisfy their dietary needs and provide appropriate supporting documentation. It is the responsibility of the student to obtain any and all required approvals or necessary documentation.

13. 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. 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 disciplinary sanction, will be held financially responsible for the entire session'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.

14. CARE OF FACILITIES: Student is responsible for care of rooms, furnishings, and equipment in University Housing. 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 Housing & Dining Office, and to promptly pay all assessed charges for damages, special cleaning, or maintenance resulting from misuse or

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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.

- 15. 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.
- 16. 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 signature on this contract and/or online submission electronically of this contract constitutes explicit consent for authorized personnel to enter the student's rooms, apartments, and/or suites without notice for such purposes.
- 17. 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, Executive 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.
- 18. 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 and emailed, mailed, or hand delivered to the Office of Registrar or 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.
- 19. 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 Housing & Dining office (Mary's Hall, Parliament Village-Building 125 on the campus map). Complete it by May 1 for the Summer Sessions and return it to the Housing & Dining main Office. Unless you complete an appropriate Opt Out of Photograph Release form, your presence in or around Housing & Dining facilities and/or properties, as well as on and off campus Housing & Dining sponsored events, will constitute your consent to the capturing and/or use of your image and/or voice, name and biographical material by Housing & Dining and will expressly and impliedly waive any claims or rights, whether in law or equity, related thereto.
- 20. CONTRACT MODIFICATION OR TERMINATION:** This contract may be modified or terminated for cause as determined by the Executive Director of Housing & Dining or his/her designee. If the contract is terminated for cause, the

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Student will be required to pay the remainder of the session's rent. In addition, the Executive Director of Housing & Dining 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 Executive Director of Housing & Dining 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 Executive Director of Housing and Dining; and that the decision of the Executive Director is final.

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 the remainder of the contract term.

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.