

# 2023-2024 Texas Woman's University Housing & Dining Contract

## Terms and Conditions

### Definitions

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

**Academic Year** - The term "Academic Year" shall mean the Fall and Spring semesters at the University.  
**Apartment** - A University-assigned unit including any assigned exterior storage closets, patios, porches, balconies and stairwells.  
**Common Areas** - Lobbies, lounges, stairways, hallways, laundries, bathrooms, exercise rooms, basements, walkways, lawns and parking areas.  
**Co-residents** - legally dependent minor children, spouses, roommates.  
**Opening Day** - The advertised Fall or Spring official first move-in day for the residence halls or apartments.  
**Resident** - A current occupant assigned to a space in University housing.  
**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.  
**Student** - A person admitted to Texas Woman's University.  
**University housing** - Housing assigned by TWU for students and authorized family members, including residence halls and apartments.

- EMAIL AS OFFICIAL METHOD OF COMMUNICATION:** Texas Woman's University primary means of communication 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. 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 which may help avoid important housing mail being filtered into "junk" mail.  
  
Housing & Dining utilizes email to communicate information including, but not limited to, housing assignments, billing issues related to housing and dining, and housing waiting list status.
- CONTRACT TERM:** This contract is effective for the applicable Academic Year at signing, or if entered into after the start of the Fall semester, for the remainder of the applicable Academic Year. This contract is issued only after the University has officially accepted a student for admission.
- UNIVERSITY HOUSING ELIGIBILITY:** A person must be admitted as a full-time, degree-seeking Texas Woman's University student to be eligible for University housing. The student resident loses eligibility if the student does not remain enrolled full-time throughout the term of this contract.

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

### Family Housing Eligibility

In addition to the above University housing eligibility requirements, a student must be legally married, as recognized in the State of Texas, or be a single parent who has legal custody of a child(ren) to be eligible for family housing. Further, the student must reside in the assigned University housing with their legal partner, or at least one minor child for whom the student (or their legal partner) has legal custody. Meeting and maintaining appropriate student, married or single parent student status are key factors in obtaining an assignment for the TWU campus family housing apartments.

A valid marriage license, birth certificate(s) and/or adoption paper(s) must be presented at the time of contract signing to verify eligibility. If a child is part of a shared custody situation, a copy of the custody documentation must be provided to Housing & Dining.

The size of the apartment assigned is determined by the number of occupants. A two-bedroom apartment will accommodate a maximum of four occupants (legal partners and two children; single parent and two children). Three-bedroom apartments will accommodate a maximum of six occupants (legal partners and four children; single parent and four children).

Only the student, their spouse, and **legally dependent** family members as identified on the housing application may occupy the apartment. All persons listed on the application must reside in the assigned apartment for the term of the contract. Any change in occupant status must be reported in writing to the Assistant Director for Housing Administrative Services. A resident will not be permitted to remain in Texas Woman's University Apartments if eligibility requirements are not being met by the student. The student agrees that the apartment will be occupied only by the individuals listed on the housing application who have been approved by the University. No other individuals are permitted without prior approval. To request approval, the student must follow the visitor and guest policies stated in the Residence Life Handbook.

If a resident in family housing gets married or gives birth to a child, they must notify Housing & Dining within seven (7) days of the marriage or birth and provide supporting documentation (e.g. birth certificate, marriage license) to request approval for additional occupant(s).

4. **RESIDENCY REQUIREMENT:** All full-time undergraduates (taking 12 or more credit hours) who have not completed 60 credit hours are required to live in on campus 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,
  - students who are active military or veterans of military service, or
  - students with legally dependent children.

Students who wish to be exempt must apply for an exemption prior to the residence halls Opening Day. A Housing & Dining administrator will review requests for exemption. All decisions made shall be considered final. Once the contract is signed, if an exemption is later granted, the student may be responsible for the cancellation charges.

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

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

Housing is not guaranteed by completing the housing application process. If a prospective resident has completed the Housing & Dining application process and the University is unable to grant housing due to occupancy levels, they will be refunded their deposit.

6. **ACCOMMODATIONS:** Students needing a housing accommodation should contact Disability Services for Students. For detailed information and a list of required documentation, see <https://www.twu.edu/disability-services/>. Students with contracts may request consideration for accommodation. Priority is given to students applying by June 1. While late requests for accommodations may be submitted, such requests are subject to room availability.
7. **ROOMMATES:** The University will attempt to honor roommate requests when students involved have indicated each other as roommates within the student roommate matching program supported by Housing & Dining, and both have applied within the same self-selection period.

8. **USE OF ASSIGNED SPACE:** Occupancy of space in University housing is permitted only by the student to whom the space is assigned. In family housing, University housing space must be occupied only by the student and family members as specified in the Family Housing section of this document. 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 to that space by the University. Use of space for specific visitation and guest policy information is governed by the Residence Life Handbook available on the TWU Housing & Dining website and prior approval must be obtained. 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 taken against the student or, at the University's discretion, if they pay for all empty beds in a room/ apartment and there is room available for all others elsewhere, the student may be assigned space as a single occupant.
9. **ROOM CHANGES:** Students may request relocation to another room or space at times specified by Housing & Dining, throughout the year. A Resident's Room Change request must be made to their Residence Director. The Residence Director must first approve the request, before the move(s) can take place. Upon approval, the student has 48 hours to relocate. Any student who moves prior to receiving written approval or after the 48 hours will be subject to a \$100.00 charge and student conduct action. Room changes are not guaranteed. The resident must be eligible to live in the housing requested. If approved, the resident will have their bill prorated for their previous housing and for their new housing.
10. **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. Double rooms are normally occupied by two students and a two or three bed apartment is normally occupied by two or three students respectively. If one or more of the occupants does not check in, or, later moves out, the remaining residents may be required to consolidate. Consolidation may also take place before the start of a term. This does not apply to family housing.
11. **PAYMENT OF FEES:** The student agrees to accept the assigned space in University housing and pay housing and dining fees as established by the University for the applicable Academic Year on or before the published payment dates. 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 their student account to determine outstanding balances.

Students who receive financial aid awards are required to pay all housing and dining costs not covered by their awards by the payment date set by the University. Financial aid may not be used to pay the required housing deposit and application fee without approval from Housing & Dining. 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, before the 11<sup>th</sup> day of class, and thereafter changes will be subject to additional fees provided herein. Failure to pay fees in a timely manner will be a material breach of this contract.

The adopted University housing and meal plan rates will be effective for the contract term. University housing will be available for check-in Opening Day in the Fall semester through the closing of University housing in May, subject to the terms herein and rules and regulations of the University.

- **Application Fee-** Student agrees to pay the \$50 nonrefundable and non-transferrable application/contract fee for Housing.
  - **Deposit-** Student agrees to pay a security deposit of \$100 at the time of signing the contract. 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 in compliance with Housing & Dining policy, rules and instructions and after the University determines the assigned housing was left in good condition.
12. **CONTRACT CANCELLATION CHARGE AND REFUNDS:** The Student may request a cancellation of the contract by completing a Cancellation Form according to the following guidelines:

- They may cancel the contract provided they will not be in violation of the University Residency Requirement.
- If the student is denied admission to the University, there will be no cancellation fee, and a full refund of any refundable payments will be made.
- Students removed from Housing at any time will be responsible for payment of the entire semester's room rent. The housing deposit will also be forfeited.

**CANCELLATION CHARGES FOR THE FALL SEMESTER**

The deposit will be forfeited if the contract is canceled at any time. Additionally, the student is responsible for payment of the following charges for cancellations after the stated time:

- After June 1-\$350
- After August 1-\$500
- After Opening Day-\$500 and 20% of their semester's rent (80% will be refunded)
- After September 1-\$500 and 50% of their semester's rent (50% will be refunded)
- After October 1-\$500 and their entire semester's rent

**CANCELLATION CHARGES FOR THE SPRING SEMESTER**

Students assigned housing in the Fall of the academic year who cancel the contract for the Spring semester will forfeit the deposit. Additionally, the student is responsible for payment of the following charges for cancellations at the stated time:

- Before the start of the Spring semester-\$750
- After Spring Opening Day-\$500 and 20% of their semester's rent (80% will be refunded)
- After February 1-\$500 and 50% of their semester's rent (50% will be refunded)
- After March 1-their entire semester's rent

**CANCELLATION CHARGES FOR THE SPRING SEMESTER (Spring Only Contract)**

Students with a contract for only the Spring semester who cancel the contract will forfeit the deposit. Additionally, the student is responsible for payment of the following charges for cancellations at the stated times:

- After December 1-\$350
- After January 1-\$500
- After Opening Day-\$500 and 20% of their semester's rent (80% will be refunded)
- After-February 1-\$500 and 50% of their semester's rent (50% will be refunded)
- After March 1-their entire semester's rent

The University will waive cancellation fees if the cancellation application is submitted before Opening Day and documentation supports that the cancellation is the result of:

- medical withdrawal from the University;
- academic disqualification, e.g. academic suspension or credit hour enrollment;
- moving to another TWU campus; or
- such other circumstances with the prior approval of the Executive Director of Housing & Dining or their designee.

The University will waive cancellation fees if a cancellation application is submitted, and documentation is provided by November 1 that supports the following:

- the student is engaged in full time student teaching or an academic internship;
- the student has graduated; or
- the student is in a study abroad through TWU.

Residents who wish to return to University housing are not guaranteed a space and will be considered a new on campus student. If a student is not enrolled a minimum two weeks prior to Opening Day, their room assignment will be cancelled, and they will not be charged cancellation fees. A request for an exception to the enrollment deadline for returning students will be considered upon the student's written communication to the Housing & Dining Office.

### **MEAL PLAN CANCELLATION**

- If a meal plan participant cancels a meal plan before Opening Day of each semester, they will be charged a \$100 cancellation fee.
- If a meal plan participant cancels a meal plan after Opening Day but before the 11<sup>th</sup> class day of each semester, the meal plan charge will be prorated based on use. They will also be charged a \$100 cancellation fee.
- A meal plan participant may not cancel or receive a refund for a meal plan after the 11<sup>th</sup> class day of the semester.
- Refunds will not be given for missed meals, including those missed 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, or the balance remaining at the end of the Fall semester will transfer to the Spring semester ONLY for continuing students. 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.

### **Exemptions**

The University, in unique circumstances, may exempt a student from the required meal plan for documented medical conditions or religious dietary observance. It should be noted that all documentation must be submitted to the Executive Director of Housing and Dining or designee by the 11<sup>th</sup> class day in order for a request to be considered for that semester. 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 they must provide appropriate supporting documentation. It is the responsibility of the student to obtain any and all required approvals or necessary documentation.

13. **TERMINATION OF THIS CONTRACT BY THE UNIVERSITY:** The student must check in to their assigned room by 5pm on the first day of class of the term they are scheduled to move in, unless written special arrangements are made with the Housing & Dining Office. Contracts will be cancelled at 5pm on the first day of class of the semester for failure to complete proper check in procedures or for failure to obtain special arrangements for check in.

If a student is suspended, expelled, or otherwise removed from the University or Housing for disciplinary reasons, the University will terminate the contract. In such cases, the student will be required to vacate the room/apartment within 48 hours after notification of such action by the University, or sooner if directed by the Executive Director of Housing & Dining or designee. When the Executive Director of Housing & Dining or designee believes that the continued presence of a student living in Housing is not in the best interest of the institution, including if the student poses a danger to persons or property, is a direct threat to persons or property, or is significantly disruptive to the normal operations of the residence halls/apartments, the student may be removed from Housing pending the outcome of a student conduct process and/or administrative contract review. Students who are removed from Housing for reasons stated in this paragraph will be held financially responsible for the entire semester's room rent, and may not be eligible to apply for future on campus housing.

**Force Majeure:** University shall not be held liable or responsible to Student nor be deemed to have defaulted under or breached this contract for failure or delay in fulfilling or performing any obligation under this contract when such failure or delay is caused by or results from causes beyond the reasonable control of the University, including but not limited to fire, floods, pandemics, embargoes, war, acts of war, insurrections, riots, strikes, lockouts or other labor disturbances, or acts of God; provided, however, that the University shall use reasonable commercial efforts to avoid or remove such causes of nonperformance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed. The University shall provide the student party with prompt written notice of any delay or failure to perform that occurs by reason of force majeure.

14. **CHECK-IN:** Check-in occurs on or after Opening Day. If a student needs to move-in before Opening Day, they must provide a written request and obtain written approval from Housing & Dining, and additional fees may apply. When a student is issued a room key and they take possession of the key, they are considered checked-in and moved-in. At the time of move-in, residents should check their room for damages. If there are any damages

at the time of move-in, then residents should contact their RA within forty-eight (48) hours of moving in to ensure their Room Condition Report is up-to-date.

15. **CHECK-OUT:** 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 their 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. The University will not be held responsible for student belongings that are not timely removed by dates provided for in rules or instructions by University officials 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. Failure to follow the check-out policy may result in additional charges.

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 responsible for cleaning charges. The student must also return all keys to a Residence Hall/Apt. staff member. If the student is departing prior to April 15, a cancellation form must be completed prior to checkout. Failure to comply with this process may result in additional charges.

16. **BEHAVIOR AND CONDUCT:** The Student is responsible for knowing and observing University policies, rules, regulations and procedures including those 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 in its best interest, including those deemed 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.
17. **CARE OF FACILITIES:** The Student is responsible for care of rooms, furnishings, and equipment in 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 designated Housing & Dining staff 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.
18. **KEYS/CARD ACCESS:** Student agrees not to duplicate any keys assigned or 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. If the keys are not returned within two business days of the end of the Spring semester, the student will be billed for the lock change, and any items remaining in their assigned space will be treated as abandoned property. Student is responsible for securing the assigned unit at all times and taking such precautions as is necessary for personal and property protection.
19. **ROOM ACCESS:** The University reserves the right to have authorized University staff, property management personnel, state officials, and other authorized personnel enter the student's assigned living space at reasonable times with at least two days' notice to inspect, maintain, and repair the premises and furnishings. If a student submits a work request, by submission of the request they authorize room access with no notice.

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 emergencies exist, they may enter the student's rooms/apartments/suites/house without notice. Student's submission of this contract, whether online or in some other format, constitutes explicit consent for authorized personnel to enter the student's rooms, apartments, and/or suites without notice for such purposes.

20. **DINING SERVICES:** The student agrees that, while living in the residence halls (e.g. Guinn, Stark, Parliament Village) they will purchase a residential meal plan for the entire period of the contract. If no meal plan is selected, the student will automatically be assigned and charged the 15 meals per week plan. Students living in Lowry Woods apartments are not required to purchase a meal plan, and may select from any residential or commuter meal plan option. Lowry Woods residents will be provided \$50 Dining Dollars that will be included in each semester's rent.

Meal plans are available for use from Opening Day of the Fall semester through the close of University housing in May; dining and retail locations may be closed or offer limited service during University breaks, holidays or other official closures.

Board Meals from all plans can be used according to the number of meals in the plan during the meal periods allowed per day. Unused board meals do not carry over and reset each Saturday.

Residents may change to a different residential meal plan through the 11th class day each academic term. Residents may not change their semester meal plan after the 11<sup>th</sup> class day of the academic term. More than two (2) meal plan changes, after the initial selection will result in a \$50 administrative fee for each additional change.

21. **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 renters insurance. Student understands that the University's insurance generally does not cover a student's belongings from losses. Further, the University is not liable for any personal conflict between students and co-residents, resident's guests or invitees, or with any other individuals, in on campus residence halls or apartments. 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 except as provide by law; 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.

22. **IMMUNIZATION:** The student, or parent or guardian of the student, will be required to provide Admissions Processing the documentation required by current law 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 or that the student is exempt from the requirement. Students, 22 years of age or older, are not required to file the exemption or show proof of the vaccination.

23. **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. The Student also grants Texas Woman's University permission to 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, their parent/guardian) NOT want to be photographed or recorded, or have their name, voice, or biographical material used in connection with any such recording, the student must complete a copy of the appropriate Opt Out of Photograph Release form available at the Housing & Dining office and return it. Unless you complete the Opt Out of Photograph Release form, your presence in or around Housing & Dining facilities and/or properties, as well as at 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 the Department of Housing & Dining and you expressly and impliedly waive any claims or rights, whether in law or equity, related thereto.

24. **ILLEGAL SUBSTANCE:** The University has a campus-wide zero tolerance for illegal substances, 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 may result in a termination of this contract and an eviction from Housing, if the student is found responsible. 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, driving while intoxicated and being 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 semester's rent.
25. **SURVIVAL:** Expiration or termination of the contract for any reason does not release Student from any liability or obligation set forth in the contract that is expressly stated to survive any such expiration or termination, that by its nature would be intended to be applicable following any such expiration or termination, or that is necessary to fulfill the essential purpose of the contract, including without limitation the provisions regarding indemnification, confidentiality, and rights and remedies upon termination.