



HOUSING & DINING

TEXAS WOMAN'S UNIVERSITY

Housing & Dining License Agreement

Definitions

The following terms have the following meanings:

- Apartment** - A University-assigned space including any assigned exterior storage closets, patios, porches, balconies, and stairwells.
- Co-residents** - Legally dependent minor children, spouses, roommates.
- Effective Date** - 24 hours after submission of the Housing & Dining License for non-family housing and 24 hours after all required family housing documentation is received for family housing.
- License Term** - Duration of time that Student may be in assigned space in University Housing. This is the Summer Housing Session for which the Student applied.
- Move-In Day** - The first day Student may move into 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 immediate outside surroundings, whether on or off campus, made available by TWU for Student living accommodations.
- Student** - Individual admitted to Texas Woman's University.
- Summer Term** - TWU's Summer 2024 Term from May 13 - August 9, 2024
- Termination Date** - The last day of the License Term, or if applicable, the last day of the approved License Term extension.
- University Housing** - Housing assigned by Texas Woman's University, including Residence Halls, Apartments, and off-campus housing.

GENERAL PROVISIONS

This Housing & Dining License Agreement ("License") is an agreement between Texas Woman's University ("University" or "TWU"), an agency of the State of Texas, on behalf of its Department of University Housing & Dining ("Housing & Dining") and the individual student named below ("Student"). Housing & Dining is committed to offering a living environment where individual growth effectively takes place and where classroom learning is integrated into the daily living experience.

This agreement grants Student a license to occupy an assigned space within University Housing for the limited purpose of temporary residence during the License Term and is not a lease of University property. No landlord and tenant relationship shall be construed between TWU and Student. This License details a set of terms and conditions to which Student must adhere.

Submission of this License by Student constitutes Student's request for an assignment in University Housing only and does not guarantee an actual assignment nor an assignment to a particular Apartment or Residence Hall.

Student's electronic signature (or if a minor/under 18 years of age, their parent/guardian's signature) below serves as acknowledgment of Student having read and agreeing to abide by all conditions, terms and policies specified in the License, TWU Student Handbook, TWU Student Code of Conduct, and the TWU Residence Life Handbook. The TWU Student Handbook, TWU Student Code of Conduct, and the TWU Residence Life Handbook are available online at www.twu.edu.

1. **INCORPORATION:** TWU Student Handbook, TWU Student Code of Conduct, and TWU Residence Life Handbook, except to the extent expressly modified herein, are hereby incorporated by reference herein, with the same force and effect as if set forth in full in this License.
2. **OFFICIAL METHOD(S) OF COMMUNICATION:** TWU's primary means of communication with Student is through the Student's TWU email. Messages sent by the University may include time sensitive information regarding Student accounts, announcements, and class information. Student is responsible for checking their TWU email on a regular basis and should clean out their email boxes diligently.

Housing & Dining utilizes TWU email and the Housing portal to communicate information including, but not limited to, housing assignments, billing issues related to Housing & Dining, and housing waiting list status.

Any notice, request, or other communication required or permitted to be delivered under the License shall be in writing and

shall be deemed received when:

- Actually delivered by hand delivery;
- Sent by email or via Housing portal to Student's TWU email address;
- Sent by email or via Housing portal to TWU at housing@twu.edu;
- Affixed to the inside of main entry door of Student's assigned space;
- Deposited in the United States Postal Service mail, postage prepaid and addressed to Student at the address of Student's assigned space ; and/or
- Deposited in the United States Postal Service mail with postage prepaid addressed to Student, before or after the License Term, at the address obtained from Student or contained in Student's TWU records.

For more information regarding Pioneer Portal and TWU email, visit www.twu.edu or contact the IT Help Desk at 940-898-3971. Student should add housing@twu.edu to their email address contacts, which may help avoid important housing mail being filtered into "junk" mail.

3. **UNIVERSITY HOUSING ELIGIBILITY:** To be eligible for residing in University Housing, Student must be enrolled in at least one 3-credit class during the Summer Term. Eligibility to reside in University Housing will be lost, if enrollment is not maintained.

Registered sex offenders, individuals convicted of any felony, and individuals involved in any conduct that may threaten the safety and security of others will not be eligible to live in University Housing. **In addition, by signing this License, Student grants the University the right to conduct criminal background check(s), criminal history screening(s), and sex offender registry check(s) on Student at any time, either prior to assignment of space or during the License Term.**

Family Housing Eligibility

Apartment assignments are subject to availability, occupancy limits, and the number of residents. In addition to the aforementioned University Housing eligibility requirements, to qualify for family housing, Student under Texas law:

- Must be legally married;
- Must be a single parent who has legal custody of a child or children; or
- Must be a legal guardian of a child or children.

Furthermore, Student must reside with the spouse; child or children; or a combination of spouse, child, and children. A copy of a valid marriage license, court order(s), birth certificate(s) and/or adoption paper(s) must be received by Housing & Dining before a License will be effective for a Family Housing assigned space.

Only Student, Student's spouse, and Student's **legally dependent** family members, as defined under applicable Texas law, are eligible for family housing within University Housing. Any change in family status must be reported through the Housing portal within seven (7) days and may effect eligibility to remain in family housing.

Parents or guardians must have children supervised at all times. TWU is required to abide by Texas reporting laws for abusive and neglectful supervision. Texas Family Code defines neglectful supervision as placing a child in or failing to remove a child from a situation that requires judgment or actions beyond the child's level of maturity, physical condition, or mental abilities.

Off-Campus

Due to high demand and availability, in addition to the above UNIVERSITY HOUSING ELIGIBILITY requirements, TWU may assign Student to off-campus housing with facilities that TWU has an agreement. Student assigned to TWU's off-campus housing shall comply with the terms of this License and the terms/rules of TWU's off-campus housing provider. TWU, in its sole-discretion, may reassign Student from off-campus housing to on-campus University Housing when space becomes available; Student will have two (2) calendar days to move from TWU's off-campus housing into on-campus University Housing.

4. **CO-RESIDENTS:** The University will attempt to honor roommate requests when individuals involved have indicated each other as roommates. The University will attempt to honor requests for Family Housing occupancy as well, in accordance with the Family Housing Eligibility requirements.
5. **LICENSE TERM:** The License Term shall only begin after Student has enrolled in classes and has submitted this License to Housing & Dining. The Effective Date shall be twenty-four (24) hours after both conditions, enrollment in classes and

submission of License, have occurred. The Termination Date is the last day of the License Term or if applicable, the last day of the approved License Term extension. Occupancy is from the date and time designated for Move-In Day until the date and time designated for Move-Out of the residence halls and University apartments for the specified Summer Housing Session selected by Student. Housing & Dining considers Student to be occupying the assigned accommodation during the period from when Student signs for room keys at check-in and when keys are returned to University Housing at checkout.

University Housing may, at its in own discretion, offer housing during the break period between the end of the 2024 Summer Term and the start of the 2024 Fall Term in specific buildings on a limited, centralized basis and for an additional charge.

6. **IMMUNIZATION:** Student, or parent or guardian of Student, will be required to provide Admissions Processing the documentation required by current law showing 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 Student is exempt from the requirement. If Student is 22 years of age or older, then Student is not required to file the exemption or show proof of the vaccination.
7. **PAYMENT OF FEES:** Student agrees to accept the assigned space in University Housing and pay Housing & Dining fees as established by the University for the applicable Academic Term on or before the published payment dates. Rates and fees may be found at www.twu.edu/housing. It is the responsibility of the Student to routinely check their Student account to determine outstanding balances.

If Student receives financial aid awards, then Student is required to pay all Housing & 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 are reduced only for 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 changes. Failure to pay fees in a timely manner will be a material breach of this License.

The adopted University Housing and meal plan rates will be effective for the License Term. University Housing will be available for check-in on the first day of the selected Summer Housing Session.

- **Application Fee** - Student agrees to pay the \$50 nonrefundable and non-transferrable License fee.
 - **Deposit** - Student agrees to pay a security deposit of \$100 at the time that Student signs the License.
 - If University is unable to grant housing due to occupancy levels, then the security deposit will be refunded to the Student's TWU account. If there are outstanding charges from TWU on the account, then the security deposit will first be applied to those charges before being refunded to Student.
 - Upon satisfactory completion of the License, which includes compliance with License and the University's determination of the condition of the assigned space, the security deposit or a portion thereof, may be refunded to Student's TWU account. If there are outstanding charges from TWU on the account, then the security deposit will first be applied to those charges before being refunded to Student.
8. **COLLECTION COSTS:** Student agrees to pay to TWU upon demand all costs and expenses incurred by TWU in enforcing the provisions of this License, including without limitation, all collection fees, reasonable attorney fees, court costs, and costs of suit.
 9. **ACCOMMODATIONS:** Individuals needing a housing accommodation should contact "Disability Services for Students Office." For detailed information and a list of required documentation, see <https://www.twu.edu/disability-services/>. Individuals may request consideration for accommodation. Priority is given to individuals applying by May 1. While late requests for accommodations may be submitted, such requests are subject to availability of assigned spaces.
 10. **ANIMAL:** Service animals and emotional support animals are permitted, in accordance with TWU's University Regulation and Procedure ("URP") 01.245 Animals on Campus. TWU does not permit pets in University Housing. TWU shall remove an unauthorized animal from University Housing by leaving a written notice on Student's main entry door of TWU's intent to remove the animal within 24 hours. TWU may turn the animal over to a humane society, local authority, or rescue organization. TWU is not liable for loss, harm, sickness, or death of the animal, unless due to TWU's gross negligence. Student shall be charged for all costs associated with the removal of the unauthorized animal and any remediation and maintenance work that is associated with the housing of the unauthorized animal. For purposes of License, a fish in a fish bowl or aquarium (up to a maximum 10-gallon tank) is permitted in University Housing.
 11. **COMMUNAL LIVING:** Student understands that by residing in University Housing that Student is assuming the risks associated with communal living and, as in any shared space or shared living environment, those risks include potential exposure to contagious viruses and infectious disease.

12. **PHOTO RELEASE:** Student expressly grants TWU 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 TWU's own name or to publish, to market and to assign such recordings without consideration, compensation or report to Student.

Should Student (or, if a minor/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, Student (or, if a minor/under 18 years of age, their parent/guardian) must complete a copy of the appropriate Opt Out of Photograph Release form available at the Housing & Dining office and submit it to Housing & Dining through one of the official methods of communications. Unless Student completes the Opt Out of Photograph Release form, their presence in or around Housing & Dining facilities and properties, as well as at on and off campus Housing & Dining sponsored events, will constitute their consent to the capturing and/or use of their image and/or voice, name and biographical material by the Department of Housing & Dining and they expressly and impliedly waive any claims or rights, whether in law or equity, related thereto.

13. **GOVERNING LAW:** This License and all matters pertaining thereto, including but not limited to, matters of performance, non-performance, breach, remedies, procedures, rights, duties, and interpretation or construction shall be governed and determined by the laws of the State of Texas. Any lawsuit to enforce this License must be brought in Denton County, Texas.
14. **EXPRESSLY GRANTED ACCESS: UNIVERSITY EMPLOYEES, FIRST RESPONDERS, AND LAW ENFORCEMENT, MAY ENTER STUDENT'S ASSIGNED SPACE AT ANY TIME IN THE EVENT OF AN EMERGENCY, TO PERFORM A WELFARE CHECK, TO PERFORM NOTICE DELIVERY, TO INVESTIGATE CRIMINAL ACTIVITY, AND TO INVESTIGATE VIOLATIONS OF UNIVERSITY POLICIES AND PROCEDURES. STUDENT SHALL BE HELD RESPONSIBLE FOR THE CONSEQUENCES OF WHAT IS OBSERVED AFTER ENTRY, INCLUDING BUT NOT LIMITED TO, VIOLATIONS OF FEDERAL, STATE, OR LOCAL LAWS DISCOVERED AFTER ENTRY INTO THEIR ASSIGNED SPACE.**

CHECK-IN AND ACCEPTANCE OF ASSIGNED SPACE

15. **CHECK-IN:** Check-in occurs on or after Move-In Day. When a Student is issued a room key and they take possession of the key, they are considered checked-in and moved-in. Student has forty-eight (48) hours from being moved-in to check their room for damages and submit the Room Condition Report.
16. **EARLY ARRIVAL AND SHORT TERM EXTENSION:** If Student wants to move-in before Move-In Day ("Early arrival") and/or obtain a short-term extension to the License Term, then Student must submit the applicable form(s) available on the Housing portal and obtain written approval from Housing & Dining. Additional fees may apply.
17. **FAILURE TO TIMELY CHECK-IN:** Student must check in to their assigned space by 5pm on the first day of class during the Summer Housing Session they selected, unless written special arrangements are made with Housing & Dining. This License will be terminated at 5pm on the first day of class of the selected Summer Housing Session for failure to complete proper check in procedures or for failure to obtain special arrangements for check in.

RULES FOR ASSIGNED SPACE

18. **ASSIGNMENT:** TWU shall not discriminate and will assign spaces in accordance with applicable laws. The University reserves the sole right:
- To assign roommates;
 - To change room assignments for reasons of health, safety, incompatibility, or necessity;
 - To consolidate vacancies (this does not apply to family housing); and
 - To make assignments and reassignments wherever there are vacancies (this does not apply to family housing).
19. **USE OF ASSIGNED SPACE:** Occupancy of assigned space is permitted only by Student to whom the space is assigned. In family housing, University Housing space must be occupied only by the Student and family members on record with TWU. Student may not share assigned space with any other individual(s) not officially assigned to that space by the University. Subleases are expressly prohibited. Visitation and guest policy information is governed by the TWU Residence Life Handbook, available on the Housing & Dining website, and prior approval from Housing & Dining must be obtained. Student may not refuse or

prevent another assigned individual from residing in the assigned space. If Student refuses or prevents a new occupant from residing in assigned space, conduct action (including eviction), may be taken against Student or, at the University's discretion, Student may be reassigned space as a single occupant and financially charged accordingly.

20. **RESIDENTIAL PURPOSES:** Assigned space shall be used solely for residential purposes, and no business activity or any other business-related activity is permitted in the assigned space.
21. **DINING SERVICES:** Student agrees that, while living in the Residence Halls (e.g. Guinn, Stark, and Parliament Village) or TWU off-campus housing that Student will purchase a summer meal plan matching the number of weeks of Summer Housing Session occupancy. This meal plan will be automatically charged to Student's account. Individuals living in Lowry Woods apartments are not required to purchase a meal plan, and may select from any residential or commuter meal plan option.
22. **BEHAVIOR AND CONDUCT:** Student is responsible for knowing and observing University policies, rules, regulations and procedures including those in the TWU Student Handbook, TWU Student Code of Conduct, and the TWU Residence Life Handbook. Student is also responsible for the behavior of their family members and visitors at all times and may be subject to conduct sanctions and default remedies for actions undertaken by the family member or visitors. 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 License is terminated as a result of violating TWU Student Handbook, The TWU Student Code of Conduct, TWU 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 License modification or termination.
23. **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 License 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, Licensed, 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 License is terminated as a result of violating the TWU 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.
24. **ROOM CHANGES:** Student may request relocation to another room or space at specified times through the Housing portal. If Student moves prior to receiving written approval or fails to move within the time provided, then Student shall be subject to a \$100 charge and conduct action. Room changes are not guaranteed.
25. **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 License if this occurs. If keys are not returned at check out or if the keys are lost or stolen, Student agrees to pay for all lock changes and key replacements. Student is responsible for securing the assigned space at all times and taking such precautions as is permitted, for personal and property protection.

MAINTENANCE AND CARE OF ASSIGNED SPACES

26. **CARE OF ASSIGNED SPACE:** Student must exercise responsible care of rooms, furnishings, and equipment in assigned space. Student is responsible for keeping the assigned space clean and sanitary and for disposing of trash and recyclable materials in bins provided by TWU. Student agrees to cooperate with Co-residents in the common protection of University and personal property. 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. Student is jointly liable with Co-residents for assessed charges in the room, Apartment, or shared spaces of the Residence Hall, unless the responsible individual is identified. It is a criminal offense to obstruct a fire escape, hallway, or entrance leading to a fire escape in a manner that prevents free access to or use of the fire escape. All balconies, porches, hallways and breezeways may not be used as storage areas or blocked in any way.
27. **DUTY TO REPAIR:** Student shall promptly give written notice to TWU via a work request on TWU's Facilities Management & Construction website for any maintenance needs. By submission of the work request, Student expressly authorizes TWU to enter the assigned space with no notice. Student shall be responsible to pay for damages resulting from failure to promptly report any such conditions. In the event of mechanical, electrical, or water difficulties, the University shall make reasonable

effort to restore service as promptly as possible, but shall give no abatement in room rates, release from obligations of this License or be held liable for inconvenience or damage to property due to a loss of service or the inability to restore service. TWU shall act with reasonable diligence, and Student shall not be entitled to any compensation, abatement, or refund during any period of repair. If there is an emergency, as determined in the sole discretion of the University, then authorized University employees may enter immediately without having a work order so the problem can be addressed, further damages may be prevented, and health and safety standards are maintained. Emergencies include, but are not limited to, malfunction of utilities or equipment, fire damage, water leaks, mold, electrical problems, broken or missing locks or latches, and any condition which poses a material hazard to the assigned space or the health, or safety of persons.

28. **LIMITATION OF UNIVERSITY LIABILITY:** 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 Student hereby expressly waives all claims for such death, injury, damage or loss. Student 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 family, Student's guests, and invitees. Student is encouraged to obtain personal renter's insurance.
29. **EMERGENCY:** Student shall waive any notice requirement and permit TWU, law enforcement, medical personnel, and other first responders, to enter Student's assigned space, when TWU, in its sole discretion, has 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.

CONCLUSION OF LICENSE TERM

30. **STUDENT REQUESTED CANCELLATIONS:**

License cancellation:

Student may request a cancellation of the License by completing a Cancellation Form, available on the Housing portal. Cancelling this License will result in the assessment of fees and no refund of the housing deposit, as outlined in the Residence Life Handbook. Proration is based on the date the Student checks out and returns their key.

CANCELLATION CHARGES FOR THE SUMMER HOUSING SESSION

Student is responsible for payment of the following charges for cancellations after the stated time:

- After May 10-\$350
- No Show-\$350
- After Check-in - \$350 and prorated cost up to ten days
- Students cancelling their assignment after occupying their space beyond ten days will be charged the entire session's rent.

The University will waive cancellation fees if the cancellation application is submitted before Move-In 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.

Meal plan cancellation:

- If a Student who has purchased a meal plan cancels their License before the License Term, the Student will not be charged for cancelling the meal plan.
- If a Student who has purchased a meal plan cancels their License during the License Term and moves out of University Housing, Student will be charged a \$100 meal plan cancellation fee, billed for all Dining Dollars used, and refunded unused Dining Dollars. However, if Student remains enrolled in at least one TWU course during the Summer Term, Student may opt to keep their meal plan.
- Refunds will not be given due to academic scheduling problems or trips taken by the resident for academic or extracurricular purposes.
- Dining Dollar balances will expire at the end of the Summer Term.

Meal Plan Exemption:

The University, in unique circumstances, may exempt 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 & Dining or designee at least two weeks before the start of the Student’s License Term in order for a meal plan exemption request to be considered or approved. Please note that 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 Student’s responsibility to obtain all required approvals and necessary documentation.

- 31. **STUDENT REMOVAL BY TWU:** If Student is suspended, expelled, or otherwise removed from the University or Housing for disciplinary reasons or violation of this License, the University will terminate the License. In such cases, Student will be required to vacate the assigned room within 72 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 Student living in Housing is not in the best interest of the institution, including if 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 or Apartments, Student may be removed from Housing pending the outcome of a conduct process and/or administrative review. If Student is removed from University Housing for reasons stated in this section, then Student will be held financially responsible for the entire semester’s room rent, deemed ineligible to reside in University Housing in the future, and will have the housing deposit forfeited.
- 32. **DEFAULT:** If Student fails to timely make any payment or perform any obligation required of Student under this License or otherwise breaches this License through action, omission, or failure to act, Student shall be in default of this License.
- 33. **TWU DEFAULT REMEDIES:** All TWU default remedies are cumulative. Any delay or postponement by TWU to take action does not waive TWU’s rights or remedies. Upon Student’s default, TWU may, without the requirement of any further demand or notice of any kind and without waiver of any other right or remedy, enforce any remedy provided under this License or applicable law for such default, including, without limitation:
 - The right to terminate this License upon written notice thereof to Student;
 - The right to terminate/deactivate Student’s TWU Pioneer ID Card (“Student ID Card”) as it relates to premises within the scope of authority of Housing & Dining;
 - The right to assess a late fee for any late payment of a monetary obligation owing to TWU; and/or
 - The right to refuse to enter into any future License of University Housing to Student.

DEFAULT CONDITION	TWU’S NOTICE TO VACATE
Rent or any other payment owing to TWU is due and unpaid for 30 calendar days after the start of an academic semester.	TWU shall provide a written notice for Student to vacate within three (3) calendars days.
Failure to remain enrolled in courses (or student placements like internships, capstone, etc.) at or through TWU.	TWU shall provide a written notice for Student to vacate within three (3) calendars days.
Failure to comply with eligibility requirements for family housing.	TWU shall provide a written notice for Student to vacate within three (3) calendars days.
Outcome of conduct proceedings governed by TWU URP: 06.200	TWU shall provide a written notice for Student to vacate within three (3) calendars days.
Any other default under this License for which a specific period of notice of termination is not expressly stated.	TWU shall provide a written notice for Student to vacate within seven (7) calendars days.
If in TWU’s sole determination and reasonable belief it determines Student’s actions pose life-threatening danger to self or others, prior written notice is not required, and Student may be subject to immediate and permanent removal from University Housing.	

- 34. **ABANDONMENT:** Abandonment automatically terminates License. Student shall be deemed to have abandoned when all of the following have occurred in TWU’s sole reasonable judgment:
 - Student appears to have moved out;
 - Student’s clothes, furniture, and personal belongings have been substantially removed; and

- Student has not responded by email, for three (3) calendars days, to TWU's notice left on the inside of the main entry door, stating that TWU considers the assigned space abandoned.
35. **CHECK-OUT:** Student is expected to complete a proper check out prior to leaving the assigned space, as outlined in the TWU Residence Life Handbook. Failure to move out within the prescribed period may result in a \$100 per day charge, conduct action, and/or TWU exercising its aforementioned default remedies. Student is jointly liable with Co-residents for assessed charges in the room, apartment, or shared spaces of the Residence Hall, unless the responsible individual is identified.
 36. **STUDENT'S PROPERTY:** TWU will not be held responsible for Student's property during License Term, after abandonment, after License Termination, or after conclusion of License Term. Student agrees that at the conclusion of the License Term, regardless of reason, that Student shall remove all of Student's personal property from assigned space. Any and all such property of Student not removed by such date shall, at the sole option of TWU, irrevocably become the sole property of TWU. Student waives all rights to notice and all common law and statutory claims and causes of action which it may have against TWU subsequent to such date as regards the storage, destruction, damage, loss of use and ownership of the personal property affected by the terms of this section. Student acknowledges TWU's need to permit other individuals to reside in University Housing and understands that the forfeitures and waivers provided herein are necessary to aid TWU in providing University Housing to other individuals. Student is encouraged to contact Housing & Dining as soon as possible after the conclusion of the License Term to discuss retrieving any personal property left behind; there are no guarantees made that the personal property will still be available though.
 37. **LICENSE CONCLUDED:** Abandonment, conclusion of License Term, or termination of License, shall result in the changing of locks to assigned space and the deactivation of Student's TWU Pioneer ID Card ("Student ID Card"), as it relates to premises within the scope of authority of Housing & Dining.

SPECIAL CIRCUMSTANCES IN THE EVENT OF A PUBLIC HEALTH CRISIS

This section, Numbers 38 - 40, applies only in the event of a public health crisis.

38. **CRISIS:** Student agrees that a public health crisis may adversely affect the Student's TWU experience, as TWU adheres to evolving federal, state and local executive orders and laws.
39. **HEALTH AND SAFETY:** TWU expects that everyone will act in a manner that demonstrates respect and consideration for those around them, including respect and consideration for the health and safety of everyone living in University Housing. Student is prohibited from creating or exacerbating a health or safety hazard within University Housing; TWU may request or require a Student or visitor to leave if their continued presence poses a health or safety risk for the University Housing community. Student is required to comply with health and safety laws, orders, ordinances, regulations and health and safety guidance adopted by TWU as it relates to a public health crisis. Guidance is expected to evolve as a public health crisis evolves.
40. **TERMINATION OF LICENSE DURING EMERGENCIES:** TWU reserves the sole right to terminate this License due to a public health crisis or emergency needs. Temporary University Housing closures shall not automatically terminate a Student's obligations under the License. In no event shall TWU be obligated to provide alternate housing or to rebuild or replace any affected premises.

ENTIRE AGREEMENT

41. **NOTICE OF CONFLICT PROVISION:** If there is a conflict between terms and conditions of this License and the Special Circumstances In the Event of a Public Health Crisis section, then the Special Circumstances in the Event of a Public Health Crisis section will control, so long as a public health crisis remains.
42. **HEADINGS:** All headings in this License are for convenience of reference only and shall not be given any substantive effect in limiting or otherwise construing any provision herein.
43. **REDUCED SERVICES:** Utility services and meals may be limited or suspended during University holidays or prolonged breaks in the interest of energy conservation, maintenance, staffing needs, or safety, during University breaks, holidays or other official closures.
44. **MISCELLANEOUS:** The University has the right to determine when provisions of this License are violated and to determine the appropriate course of action. If any provision of this License is ruled to be illegal or invalid, it will not affect the validity or enforceability of the remaining provisions of the License.
45. **OUT OF SERVICE:** Student agrees that TWU may unilaterally elect to take any University Housing out of service. If this occurs,

then TWU may unilaterally amend the License upon written notice to Student, given not less than thirty (30) days prior to University Housing being put into Out Of Service status.

46. **FORCE MAJEURE:** University shall not be held liable or responsible to Student nor be deemed to have defaulted under or breached this License for failure or delay in fulfilling or performing any obligation under this License 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.
47. **WAIVER:** A waiver by TWU for a breach of any term or condition by Student, under this License is not a waiver for a breach of any other term or condition by Student, or of any subsequent breach of the same term or condition. No term or condition of this License shall be considered waived unless such a waiver shall be expressed in writing as a formal amendment to this License and executed by TWU and Student.
48. **ENTIRE AGREEMENT:** The License and all documents incorporated herein, constitutes the entire agreement between Student and TWU, with regard to the subject matter hereof. This License supersedes all previous understandings and discussions, whether oral, written, and/or via email correspondence.

I understand this is a legally binding agreement, and I have read, understand, and will comply with the terms and conditions in this License.