



# Residential Living & Learning Housing Contract

## Residential Living & Learning Requirements

All first time, first year students are required to live on campus for two (2) full academic years (summer semesters not included) and purchase a minimum 10 Meal/Week Plan. Transfer students under 21 years of age with less than 12 hour are required to live on campus for two full academic years while transfer students under 21 years of age with greater than or equal to 12 hours are required to live on campus for one full academic year. An academic year is defined as beginning with the Fall semester and concluding at the end of the Spring semester. Dual credit course earnings are excluded from calculating any semester hour totals. Students who reside on-campus in a non-apartment assignment are required to purchase a minimum 10 Meal/Week Plan. *No registered sex offender may live in any campus (University owned or operated) residential facility.*

## Housing Options

All residence halls feature rooms with cable service, two high-speed Ethernet computer connections, and a micro-fridge. Utilities and furnishings are included in the price. All on-campus residents also receive a campus post office box.

Note: All on-campus housing is assigned based on the date of completion, which is determined by completing the on-line application, receipt of the \$100.00 deposit **and** verification of acceptance to the University.

## Residential Living & Learning Application/Contract (Please read before providing your electronic signature)

This application/contract is an agreement between the University and the individual student and/or parent or legal guardian, if the student is under 18 years of age. **This is a legally binding document.** It does not constitute a commitment of admission to the University. This application/contract may be canceled or terminated only under the conditions specified herein. Student, parents and/or legal guardians are urged to carefully read this application/contract. When the Housing application/contract is completed and submitted through our on-line application process to **Residential Living & Learning**, it becomes a binding contract between the student, his/her parent, and/or legal guardian, and the University. Completion of this application/contract is for a space on campus only and does not guarantee assignment to a particular room, residence hall, or apartment. Violations of Residential Living & Learning policy, or the University Code of Student Conduct may result in one or more of the following sanctions: an oral or written reprimand, monetary restitution for damage to university property, a monetary fine, a work requirement, conduct probation, trespass from other residence halls or apartments, or removal from university housing. Violations of sufficient severity will be referred to the Office of Student Judicial Affairs, which may result in additional sanctions to the student.

### **1. Period of Contract:**

- A. **The term of this contract is for the entire academic year** (Fall and Spring), or if entered after the start of the Fall semester, for the remainder of the academic year. Room rent payments do not cover periods between semesters, holidays, or spring break. Students wishing to or required to continue residing on campus for the next academic year must sign a new contract during the established enrollment period.
- B. The student may occupy an assigned room beginning on the day the halls open until the halls officially close with the exception of the periods listed in 1-A. Failure to properly check into the residence hall by 5:00 p.m. by the first day of classes each semester could result in re-assignment. Further, upon such failure, the University has the right to retain the housing deposit for administrative costs. Proper check-in consists of contacting a housing staff member in your assigned hall during the check-in period which is between the hall opening day and 5:00 p.m. on the first class day, and receiving a room key and completing all check-in materials and publications. Every effort will be made to hold the original assignment if Residential Living & Learning is notified of anticipated delayed arrival, however, it may be necessary to assign the late student to other accommodations.
- C. In the event that the assigned accommodations are destroyed or otherwise made unavailable and the University cannot furnish other accommodations, the contract will terminate. All rights and liabilities of the parties shall cease and rental payments previously made by the student shall be refunded on a pro-rated basis for the period of which accommodations was unavailable to the student. In this situation, the full \$100.00 deposit will be refunded to the student upon request.

### **2. Consideration of the Contract:**

- A. The residence hall application/contract is personal and may not be transferred or assigned to another person. It guarantees the student a space (not a particular room or residence hall). Residential Living & Learning reserves the right to make all hall and room assignments and to make any subsequent changes considered advisable or necessary. Residents are not permitted to sublease their room to another student during the contract period.
- B. Students may contract room space for residential purposes only. Other uses violate University policy and may result in the termination of the contract and/or disciplinary action.
- C. If a student fails to enroll, advance notice of residence hall cancellation must be provided as outlined in section 4 of this agreement.

### **3. Deposit and Room Payments:**

- A. The application is not processed until the \$100 deposit is received. The deposit is not applied to housing rent. The deposit will be refunded to the student upon request when the housing contract and live-on requirement has been fulfilled. Failure to properly check out of the hall will result in the loss of the deposit. Other damages or assessments left unpaid at the time the student leaves the Tarleton State University housing system may be deducted from the \$100.00 deposit. Each semester's rent is included with tuition and fees and is due at the time set by the University. Failure to pay room rent accordingly may result in immediate removal from housing and a registration/transcript block being applied.

- 4. Cancellation of Residence Hall Assignments Prior to Occupancy:** In order to receive a refund of the deposit and without further obligation the applicant must submit, in writing, a notice of cancellation. The deadline is contingent upon the applicant's status:

### Fall Semester

Returning Student May 15  
Incoming Student June 1

Spring Semester December 15

Summer I April 15  
Summer II May 1

- A. (Notifications submitted to offices other than Residential Living & Learning **DO NOT** comply with this requirement.) The refund will not be processed if a cancellation notice is not received in Residential Living & Learning by the appropriate deadline. The date the cancellation request is received will constitute the basis for determining compliance with the deadline. In the event that the student's admission or enrollment is cancelled for failure to meet University requirements for admission that is beyond the student's control, the full deposit will be refunded.

### 5. Termination of Contract During Occupancy:

- A. **By the student:** The residence hall contract is binding for **the entire academic year (Fall and Spring)**, or any remaining portion if the contract is signed after the Fall semester begins (date of official move-in.) The student may terminate this contract subject to the following:
- i. Cancellations during the Fall or Spring Semester due to withdrawal will result in the forfeiture of your \$100.00 deposit. A refund will be made of unused residence hall rent and meal plan paid and penalties assessed (10%) pending date student officially checks out of his/her room and returns his/her key.
  - ii. At the end of fall: Students graduating, participating in student teaching outside of the Stephenville school district, out of state internships, or who can provide proof of marriage before the start of the Spring semester, or withdrawing for the Spring semester, deposit will be refunded (with a proper check-out and no damages) if written notification is received by December 15 and written substantiation is provided.
  - iii. Students who, on account of academic ineligibility, cancel the contract for the Spring semester by the established deadline will be refunded the \$100.00 deposit (with proper check-out and no damages.)
  - iv. Students who remain enrolled in the University, but move out of university housing before completion of the entire academic year, without prior written permission from the Director of Residential Living & Learning, will be violating University policy and will be charged room rent and board for the entire term of the contract.
- B. Students who desire to terminate the contract for any reason not specified above and while still enrolling in classes, are subject to forfeiture of the housing deposit and must also pay 80% of housing fees for the academic year.
- C. **By the University:** If the student is suspended, dismissed, expelled or otherwise removed from the University or the residence halls for disciplinary reasons, the University will have the right to terminate the contract. In such cases the student will be required to vacate the room within twenty-four hours after notification of such action by the University, or sooner if in the opinion of the Director of Residential Living & Learning or designee there is a threat to the welfare of residents or property. When the Director of Residential Living & Learning or designee believes that the continued presence of a student in the residence halls poses a continuing danger to persons or property or presents a threat of disrupting the normal operations of the residence

halls, the resident may be removed from campus housing pending the outcome of a student disciplinary proceeding to determine the resident's future housing status. Students who are removed from the residence halls for behavior not in keeping with Residential Living & Learning community standards and rules will automatically forfeit their housing deposit and are still bound to the financial obligation of the application/contract.

**6. Refunds:** All refunds referred to in this contract will normally be submitted to the Business Office for payment within 30 days after termination of the contract.

**7. Renewal Option:** A contract is required each academic year until the student meets the requirements set forth in the Tarleton State University Graduate/Undergraduate Catalog.

**8. Room and Apartment Assignments:** Your submittal of this application/contract and deposit constitutes an application to University Housing. Assignments are based upon available space and the date this application and deposit meet the requirements for completion in the Residential Living & Learning Office. Statement of your preference in no way guarantees your assignment to a specific facility. No response to room assignment confirmation notification could result in the loss of priority assignment. The University draws students from many diverse backgrounds. It will be the responsibility of each student to respect the rights of all residents in University housing. Admission to Tarleton State University and any of its sponsored programs is open to qualified individuals regardless of race, color, religion, sex, national origin or educationally unrelated disabilities. In order for a student to receive a housing assignment, he/she must be an admitted student to Tarleton State University.

#### **9. Responsibilities for the Room:**

- A. The University agrees to provide a room in livable condition and shall make an effort with the student to create a worthwhile, educationally relevant living experience in an environment suitable for sleeping and studying. Except in cases of student negligence, the University agrees to make necessary room repairs in a reasonable time. Advance approval must be obtained from Residential Living & Learning before any substantial changes are made to or within residence hall rooms. This includes painting, structural renovations to the room and its contents, etc. The University agrees to provide garbage collection, hot and cold water in reasonable quantity and electricity in sufficient quantity to heat/cool the facility according to the heating/cooling system of the residence halls. The University shall not be responsible for disruptions in service that are beyond University control. In case of utility or facility disruptions, rent will not be reimbursed.
- B. The student will be held accountable for the condition of the room and all furnishings assigned to that room, and shall be charged for all damage to or loss of these furnishings and accommodations. Students are responsible for maintaining the cleanliness of their rooms and residence hall public areas. Additionally, students may be held accountable for any abnormal wear, damages or cleaning in public areas of their hall. This includes billing of damages to individual students when confirmed, as well as billing of damages or abnormal cleaning to living unit groups if damages and/or vandalism can be attributed to a specific section therein. Determination of the amount of loss or damage shall be made by Residential Living & Learning. Failure to pay the assessment may result in registration/transcript blocks, additional charges and/or loss of housing privileges.

**10. Over Assignment Accommodations:** At the beginning of each Fall, Spring, and Summer semester, residence hall occupancy may be expanded through the assignments of students to

study rooms, recreation rooms, and tripling of what are normal double-occupancy rooms. These over assignment spaces are used until regular double occupancy room accommodations become available. All the provisions of this contract bind students placed in over assignment accommodations.

**11. Private Rooms/Consolidation:** Residential Living & Learning does not guarantee any on-campus resident a private room during the academic year. Throughout the semester, Residential Living & Learning reserves the right to require single occupants of rooms to move together when doing so will: (1) reduce the cost of utilities, (2) simplify cleaning, or (3) make space available for housing of special groups. In the event a private room is available, the cost of occupancy will be one and one-half (1 ½) times the assigned rate.

**12. Hall Changes:** Residents changing halls during the contract period from a less expensive to a more expensive hall will be required to pay the difference in room rent. If the move is to a less expensive hall, the rent difference will be refunded on a pro-rated basis if paid in full.

**13. Security/Maintenance:** Although precautions are taken to maintain each facility with adequate security, the University does not assume any legal obligation for personal injury (including death, rape, or assault) or loss or damage of items of personal property that occur in its buildings or on its grounds before, during or following the period of this contract. Students and their parents are encouraged to carry appropriate insurance to cover such losses.

**14. Room Entry:** The University reserves the right to enter a student's room: to inspect University property, to seek missing residence hall furnishings, for improvements or repair, to control the room in case of epidemic or emergency; to ensure evacuation during fire or fire drill, to ensure room cleanliness and sanitation, and to ensure compliance with any federal, state, local law and/or university rule, regulation or Texas A&M University System policy, to check for suspected violations regarding the possession or use of alcohol, other illegal or controlled substances, firearms and other contraband, or for any purpose as stated in the University Regulations, Student Handbook, or housing policies.

**15. Rules and Regulations:** Rules and regulations appearing in the most recent Student Handbook, University Regulations, and all published policies of Residential Living & Learning are made a part of this contract. In case of conflicts in published policies, the provisions of this contract shall govern.

**16. Notifications and Refunds:** All housing correspondence/refunds will be mailed to the student's address listed as permanent with the Tarleton State University Registrar.

**17. Pets:** Pets are not allowed in University Housing with the exception of fish in a properly maintained aquarium. The aquarium tank can be no larger than 10 gallons. Students considering obtaining an aquarium with fish should be aware that ALL electrical items must be disconnected during break periods. Aquariums containing anything other than fish are prohibited. Fines can be up to a \$250.00 fee for pets in addition to any restitution for damages caused by the pet and referral to the Office of Judicial Affairs.

**18. Summer Housing:** The summer housing contract is for either/both summer sessions. Upon application, on-campus housing for each/both summer sessions is provided while space is available. However, this does not guarantee the student a room on campus for the following Fall semester. Fall assignments will not be based on a student's summer assignment.

**19. Miscellaneous Provisions:** The University has the right to determine when provisions of this agreement are violated and to decide the appropriate course of action. If any section or subsection of this contract is ruled to be illegal or invalid, this will not affect the validity or enforcement of the remaining provisions of the contract.

**20. Damages:** The student (parent, and/or legal guardian, if student is under 18 years of age) will be responsible for the payment of all costs due to damages.

**21. Meningitis Vaccination:** Pursuant to HB 4189 signed into Law for the State of Texas, all residence hall students must have received the Meningitis vaccination effective January 1, 2010. Students must submit documentation of receiving the vaccination ten days (10) prior to occupancy. Any student failing to document the vaccination is required to meet on-campus housing requirements but must provide off-campus accommodations at his or her own expense until proper vaccination records are provided to Residential Living & Learning.

The student submitting a Housing application/contract electronically shall be held responsible to all of the terms and conditions stated herein. The authentication procedures for GWeb Information Systems (portal students enter into RMS Student Web) serve as an electronic signature for students. Submitting the application/contract and being offered an assignment by the University enters the student into a legally binding contract with the University and financially obligates the student to pay for the full term of the Housing application/contract.

**This contract constitutes an obligation to reside on-campus for a full academic year.**

**To avoid a delay in processing your Housing application/contract, submit payment over the phone with the Tarleton State University Cashier's Office (254-968-9607).**