

Angelo State University – Student Housing Contractual Agreement

Academic Year 2012 - 2013

THIS IS A BINDING LEGAL DOCUMENT - PLEASE READ IT CAREFULLY.

This HOUSING CONTRACT is between Angelo State University, San Angelo, Texas, hereinafter referred to as “UNIVERSITY,” and the undersigned, hereinafter referred to as “STUDENT.”

I. DEFINITION OF TERMS

- A. **Cancellation** - Before occupancy (see definition below) and prior to the date that the residence halls officially open for occupancy; STUDENT may cancel his/her application for housing by notifying the UNIVERSITY Residential Programs Office in writing. Refunds are subject to the refund policy found elsewhere herein.
- B. **Occupancy** - Occupancy is defined by the availability/issuance of a key to STUDENT for a specified room/apartment and does not require actual physical presence of STUDENT and/or his/her possessions.
- C. **Termination** - Termination occurs at the end of occupancy or when the contractual relationship between STUDENT and UNIVERSITY is discontinued. Termination is possible after occupancy when initiated by UNIVERSITY for disciplinary reasons or for failure of STUDENT to maintain eligibility.
- D. **Eviction** - Upon administrative/disciplinary termination of the Contract, STUDENT is required to vacate the assigned room/apartment within twenty-four (24) hours of receipt of notice from UNIVERSITY. If STUDENT does not vacate the assigned room/apartment, UNIVERSITY may take any action it deems appropriate including applying to the appropriate court for eviction or restitution of the property. Eviction carries a financial penalty and may result in the denial of future applications for campus housing.
- E. **Improper Check-Out** - STUDENT fails to follow established procedures for checking out of his/her room/apartment. Improper check-outs carry a financial penalty plus the charge for the lock changes if the keys are not returned on time and any other applicable cleaning and damage charges.
- F. **Policies/Regulations** - For the purpose of this Contract, Policies/Regulations include but are not limited to: policies of the Board of Regents, Texas Tech University System as they are adopted from time to time; the UNIVERSITY Student Handbook; University Undergraduate Catalog, University Graduate Catalog, the UNIVERSITY Parking Policies; the UNIVERSITY Sales and Solicitation Policies; the UNIVERSITY Housing & Residential Programs Handbook, and the policies and regulations of the Housing & Residential Programs Department. The policies and regulations may be amended from time to time during the occupancy period. STUDENT shall comply completely and fully and be bound by these Policies/Regulations. STUDENT has the obligation to be fully aware of Policies/Regulations that affect this Contractual relationship. Policies/Regulations found in UNIVERSITY Publications that are available for distribution may be obtained annually, one per student. Applicable UNIVERSITY Publications and related information may also be found on the UNIVERSITY’S web page at www.angelo.edu.
- G. **Standard Academic Year** - For the purposes of this Contract, Standard Academic Year shall be defined as the period of time beginning at 8:00m on the date that the residence halls officially open for check-in immediately preceding the start of fall semester classes, as published in the most

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current University Bulletin, and ending 24 hours after completion of STUDENT'S last final of the Spring semester. For STUDENTS officially participating in spring graduation exercises, the Standard Academic Year ends at noon on the Sunday immediately following spring graduation exercises.

- H. **Student Housing** - For the purpose of this Contract, the following areas are defined as Student Housing: Carr Residence Hall, Centennial Village, Concho Hall, Robert Massie Hall, Mary P. Massie Hall, Texan Hall, Plaza Verde, and Vanderventer Apartments (including any use of these facilities as overflow/temporary housing). Student housing is not an open, public forum. As such, no distribution of materials nor any sales, solicitation, or advertising shall occur without prior written authorization of the Director of Residential Programs.
- I. **Releases** - A STUDENT who becomes eligible for exemption to the UNIVERSITY **Housing Policy** after entering into this academic year contractual agreement, may petition the Office of Housing & Residential Programs for a release from the Student Housing Contractual Agreement . Release from this contractual agreement is contingent upon the student meeting specified criteria as defined elsewhere in this contractual agreement and may have financial implications. Requests for release will not be accepted after applicable deadlines found elsewhere herein.
- J. **Service Animals** - A Service Animal, as defined by the Americans with Disabilities Act, is any guide dog, signal dog, or other animal individually trained or certified to provide assistance to an individual with a disability. Service Animals are not pets.

II. APPLICATIONS AND ASSIGNMENTS

- A. UNIVERSITY will assign accommodations subject to the space available.
- B. UNIVERSITY will make every effort to honor STUDENT'S request with regard to preference of room, roommate, and residence hall but does not guarantee assignments to particular buildings, types of accommodations, specific rooms or apartments, roommates, or single rooms.
- C. UNIVERSITY reserves the right to change or cancel assignments in the interest of order, health, safety, effective space utilization or discipline, with appropriate written notice to the extent reasonably practicable under the circumstances.
- D. Assignment to housing space is contingent upon receipt by the Housing & Residential Programs office of a completed Student Housing Application, \$200.00 non-refundable application fee, and provided STUDENT has fulfilled all requirements for assignment to UNIVERSITY housing and admission to UNIVERSITY.
- E. UNIVERSITY reserves the right to assign or reassign STUDENT to a particular housing facility, as UNIVERSITY deems necessary. Such assignments/reassignments may occur prior to or after STUDENT assumes occupancy of the residential unit in accordance with the Consolidation Policy published in the Housing & Residential Programs Handbook.
- F. UNIVERSITY reserves the right to assign another student to the room without prior notice.

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- G. Private rooms will be granted on the basis of availability and are subject to charges specified in the UNIVERSITY Residence Hall Room and Board Rate Sheet.

III. ELIGIBILITY FOR STUDENT HOUSING

- A. STUDENT agrees to enroll as a full-time student at UNIVERSITY in each long (fall and spring) semester covered by this Contract.
- B. Eligibility for residency under this Contract is not lost when STUDENT drops to part-time status during the Contract period; however, if STUDENT drops to below nine (9) semester credit hours, continued residency is subject to written approval by the Director of Housing & Residential Programs. Prior STUDENT involvement in any disciplinary incidents may be taken into consideration in determining authorization to continue to reside on campus.
- C. Special eligibility requirements for designated Honors Housing floors in Texan Hall exist related to their designation as an academic Honors living area. Honors area requirements can be found in the Residence Hall Handbook, on-line at www.angelo.edu/liveoncampus or by contacting the Housing & Residential Programs Office.
- D. STUDENTS enrolled during the regular academic year are not required to enroll during summer terms in order to continue occupancy providing they have otherwise maintained a viable relationship with UNIVERSITY (i.e., pre-registered for fall classes, submitted a fall housing application, or other similar condition).
- E. STUDENT is expected to take the initiative in notifying the Director of Housing & Residential Programs, or his/her designee, of any irregularities in enrollment status or other special circumstances that may affect eligibility for occupancy.

IV. PERMIT FOR USE/RESTRICTIONS

- A. STUDENT is provided a room under this Contract for his/her use only. Use of the room by another party except as authorized by UNIVERSITY in writing is in violation of UNIVERSITY policy and will subject STUDENT to disciplinary action and/or may result in termination of this Contract.
- B. Room assignments are not transferable; subletting is not permitted.
- C. STUDENT agrees that under no circumstances shall s/he:
 - 1. Allow overnight visitors or guests in University housing.
 - 2. Allow pets of any kind in the housing facility. Service animals are not pets and in accordance with ADA regulations are permitted in the residential facilities. Specific information regarding UNIVERSITY'S Policy regarding service animals may be obtained from the Student Life Office.
 - 3. Use the housing facility for any form of business activities or promotional ventures.

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V. TEMPORARY ACCOMMODATIONS

When demand for housing accommodations exceeds the available space, UNIVERSITY reserves the right to assign an additional student to a room or make other temporary arrangements, including the use of off-campus facilities.

VI. CONSOLIDATION POLICIES

When deemed necessary by UNIVERSITY, STUDENT may be required to move to other accommodations as detailed below. When such circumstances occur, STUDENT agrees to complete the move within the time specified by the Housing & Residential Programs Office - usually 48 hours.

- A. To vacate a floor, wing, room, apartment, building, complex when extraneous circumstances require;
- B. To consolidate students as set forth in the Consolidation Policy as listed in the Residential Programs Handbook;
- C. To control the use of rooms/apartments with medical direction, in the event of a severe health problem or epidemic;
- D. To provide necessary space to accommodate staffing needs;
- E. To reassign to areas to accommodate the current gender mix;
- F. To vacate an area for the purpose of major repairs or facility failures;
- G. To temporarily close facilities during extended UNIVERSITY break periods;
- H. When unusual conditions occur affecting the health or safety of STUDENT or others;
- I. To maximize space use efficiency and/or to meet building occupancy requirements;
- J. As part of the Student Conduct/Judicial process and/or as needed to maintain order and an appropriate living-learning environment.

VII. CONTRACT PERIOD AND PAYMENT PROVISIONS

- A. This Contract is for UNIVERSITY housing and board during the standard academic year unless otherwise noted in this Contract. The term of occupancy shall be for the entire academic year (fall and spring semesters) or if entered into after the start of the fall semester, for the remainder of the fall and spring semesters.
- B. The term of occupancy includes UNIVERSITY holidays (days during the standard academic year when classes are not held) that fall between the residence hall opening date and residence hall closing date, as specified elsewhere herein. Occupancy ends at the conclusion of the Contract period or

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when STUDENT has received written authorization from the Director of Housing & Residential Programs; or his/her designee, to terminate this Contract.

- C. Occupancy at times other than those specified above may be allowed on a space available basis and for an additional fee, in cases where the STUDENT has received prior authorization from the Director of Housing & Residential Programs or his/her designee, and has made payment in advance of occupancy, in accordance with the break housing policy.

VIII. BREAK HOUSING SERVICE PERIOD

- A. Breaks are defined as the following periods during which classes are not offered:
 - 1. Fall break: Period of days between the end of summer session two classes and the date the residence halls open for Academic year check-in;
 - 2. Summer break: Period of days between the end of the standard academic year and prior to the date the residence halls open for summer session one check-in.
- B. Residents desiring housing during break periods may request to stay in designated UNIVERSITY residence hall(s) for an additional fee. Residents may be required to move to a different housing facility for the break.
- C. Meal service for residents is provided during any break and holiday periods including: Thanksgiving, Christmas, and Spring Break.

IX. FINANCIAL OBLIGATIONS

- A. STUDENT agrees to pay the established rate for room and board as specified in the UNIVERSITY's Residence Hall Room and Board Rate Sheet. A copy of the current Room and Board Rate are attached as Addendum A hereto, and may be obtained from the Residential Programs Office by calling (325) 942-2035. A copy may also be found on the university web page at www.angelo.edu/liveoncampus.
- B. Charges for room and board are due and payable at the UNIVERSITY Cashier's (Student Accounts) Office in conjunction with other charges (i.e. tuition, fees, etc.) on the following dates:
 - 1. Fall Semester: August 24th 2012 for payment in full or for first installment deadline if STUDENT has selected installment payment option. Subsequent Fall semester installment deadlines are:
 - i. October 1, 2012
 - ii. November 1, 2012
 - iii. December 3, 2012
 - 2. Spring semester: January 11, 2013 for payment in full or for first installment deadline if STUDENT has selected installment payment option. Subsequent Spring semester installment deadlines are:

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- i. March 1, 2013
 - ii. April 1, 2013
 - iii. May 1, 2013
- C. Room and board charges shall be assessed on an academic year's basis with 60% of the academic year room charges, as defined in Section (I) (G) herein, cost due and payable in the fall semester and 40% of the academic year room cost due and payable in the spring semester.
- D. Room and board charges are subject to all applicable policies and procedures as established by UNIVERSITY and are subject to change by the Board of Regents of the Texas Tech University System.
- E. If STUDENT does not meet financial obligations to UNIVERSITY, STUDENT is subject to removal from UNIVERSITY housing and dismissal from UNIVERSITY. Other actions for failure to meet financial obligations to UNIVERSITY, as published in the UNIVERSITY Student Handbook, Residence Hall Handbook; University Catalogue, include the withholding of future registration privileges, the withholding of the issuance of an official certified transcript, the withholding of the conferring of a degree, and a bar against readmission to UNIVERSITY. Expenses incurred by UNIVERSITY in collecting the total amounts due under this Contract, including collection fees, attorney fees, court costs, and other costs, will be the responsibility of STUDENT.
- F. STUDENT agrees to pay UNIVERSITY for any damages incurred to the premises during this occupancy (including group damage billing) and for all expenses incurred by UNIVERSITY in restoring the room/apartment and its contents to clean and good condition, as determined by designated Housing & Residential Programs staff, save reasonable wear and tear and acts of nature or otherwise reasonably beyond STUDENT'S control.
- G. STUDENT agrees to pay UNIVERSITY other fees that may be requested or assessed from time to time (such as administrative fees or fees related to UNIVERSITY'S discipline process).

X. CONTRACT CANCELLATION OR TERMINATION

- A. This Contract may be canceled by STUDENT prior to occupancy provided the student meets eligibility requirements to reside off campus as specified in UNIVERSITY Housing Policy; and written notification of cancellation, signed and dated by STUDENT, is received in the Office of Housing & Residential Programs on or before **JULY 15** for students requesting Contract cancellation or termination for the Fall semester and/or; on or before **DECEMBER 15** for students requesting Contract release or termination for the Spring semester. Students requesting cancellation of their Student Housing Contractual Agreement must satisfy at least one provision of the Housing Policy **AND** be formally approved through the established Exemption process to reside off campus under the terms of the UNIVERSITY'S Housing Policy. **Liquidated Damage charges may apply for early Contract release or cancellation.** See XII. Contract Releases. Early Contract release or cancellation may result in assessment of **Liquidated Damage Charges as specified in XII,C: Contract Releases**, in the contractual agreement.
- B. If STUDENT does not claim the assigned housing accommodation by noon on the first day of class each semester, or if STUDENT has not officially initiated procedures for enrollment in UNIVERSITY by

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that time, this Contract may be voided by UNIVERSITY. Pro-rated room and board charges may apply.

- C. If STUDENT does not claim the assigned housing accommodation by noon on the first day of class each semester, and if STUDENT is officially enrolled in classes in UNIVERSITY, STUDENT is liable for all applicable room and board charges.
- D. If STUDENT violates UNIVERSITY policies, rules, and regulations defined in Section 1 Paragraph F, or law, the UNIVERSITY may terminate this Contract and require that the STUDENT vacate the room within 24 hours after receipt of notice to vacate. Under these circumstances the STUDENT will be liable for fifty percent (50%) of remaining academic year room charges under this Contract.

XI. REFUNDS

- A. All refunds for room and board payments authorized under this Contract will be made in accordance with the refund provisions specified in this Student Contractual Agreement.
- B. No refunds of room and board payments for UNIVERSITY housing will be made for any reason after the deadline to officially withdraw from the UNIVERSITY as published in the current UNIVERSITY's academic calendar.
- C. Any refunds will be processed only after all terms of this Contract have been satisfied.

XII. CONTRACT RELEASES

- A. STUDENT may request release from this Contract for the academic year by submitting a written request for release to the Office of Housing & Residential Programs on or before July 15th. STUDENT may request release from this Contract for Spring semester by submitting a written request for release to the Office of Housing & Residential Programs on or before December 15th. Residential Programs will approve the request ONLY if one or more of the following circumstances exist:
 - 1. STUDENT will graduate or terminate enrollment at the close of the summer session for academic year release or at the end of the Fall semester for Spring semester release.
 - 2. STUDENT will be married prior to the beginning of the applicable Fall or Spring semester.
 - 3. STUDENT will have earned 60 hours of college level work prior to the beginning of the applicable fall semester for academic year release; or by the end of Fall semester for Spring semester release.
 - 4. STUDENT will turn 21 years of age prior to the beginning of the applicable semester.
 - 5. STUDENT will have completed his/her fourth consecutive long semester in University housing.

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6. STUDENT seeking approval for Contract release by the Office of Housing & Residential Programs due to a qualifying hardship or other compelling reason that occurred after July 15th for the Academic year/Fall semester or after December 15th for Spring semester.
 7. STUDENT has a student teaching, study abroad, or intern assignment that requires residence in another city at a distance greater than 100 miles from the campus.
- B. STUDENT who qualifies for release from this Contract under provisions (XII)(A)(1), (XII)(A)(2), and (XII)(A)(7), may be released without penalty upon receiving written approval by the Office of Residential Programs.
- C. If STUDENT receives a release from this Contract under a provision other than those set forth in Section XII. B., STUDENT will pay UNIVERSITY 50 percent (50%) of the applicable academic year housing charges for academic year release or 50 percent (50%) of applicable Spring semester housing charges for Spring semester release; as liquidated damages, and not as a penalty. This charge will cover UNIVERSITY'S administrative and re-rental expenses, and the parties agree that this charge is reasonable. Liquidated Damage Charges must be paid in full by no later than August 1 for Academic year/Fall semester release and no later than December 20 for Spring semester Contract release. Failure to complete payment of Liquidated Damage Charges by the applicable above stated deadline(s) may result in rescindment of approval of the Contract release request.

XIII. BOARD OPTIONS

- A. Meal Service, as provided by UNIVERSITY, is included in this Contract for STUDENT in Mary P. Massie Hall, Robert Massie Hall, Centennial Village, Concho Hall, Texan Hall, Plaza Verde, Carr Hall, and those STUDENTS in XIII (B) who choose a meal plan option. Prior to the beginning of each academic year, STUDENT must choose from one of the meal plan options offered by UNIVERSITY. STUDENTS who are required to carry a meal plan, but who fail to select a meal plan by the published deadline(s), will be assigned the default meal plan, currently, Meal Plan A.
- B. Meal Service is optional for STUDENTS in Vanderventer Apartments, summer school residents, and for any STUDENT in any campus residential housing facility who has earned 60 or more hours of college level work.
- C. Meal service provided by UNIVERSITY under this Contract is for use of STUDENT only. STUDENT'S authorization for use of meal service by another party will subject STUDENT to disciplinary action.
- D. The first meal of the fall semester will be breakfast on the Friday before the start of classes, and the last meal of the fall semester will be dinner on the last class day of the semester. The first meal of the spring semester will be breakfast on the Saturday before classes start, and the last meal of the spring semester will be dinner on the last class day of the semester.

XIV. LIABILITY

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- A. STUDENT is liable for payment of any damages to UNIVERSITY property in his/her room in accordance with the published University list of maintenance /cleaning charges.
- B. STUDENT is liable for payment of a pro rata share, along with other occupants, for any damages which occur in the housing facility, or for any loss of furnishings which cannot be attributed to the action or negligence of a particular occupant or to another party.
- C. STUDENT will not be liable for damages caused by acts of nature or for normal wear and tear.
- D. STUDENT will receive an itemized statement for the full amount of such damages, and payment of the said amount shall be due immediately.
- E. UNIVERSITY will not be liable for theft, or for loss, damage, or destruction of personal property belonging to, or in the custody of STUDENT, including loss from fire, windstorm, or other causes. Students are encouraged to carry personal renters insurance or to see if they are eligible for coverage under parent's homeowners policy.

XV. INDEMNIFICATION

ANGELO STATE UNIVERSITY AND ITS OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES, SHALL NOT BE LIABLE OR RESPONSIBLE FOR, AND SHALL BE SAVED AND HELD HARMLESS BY STUDENT FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, OR LIABILITIES OF ANY CHARACTER, TYPE, OR DESCRIPTION, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, (COLLECTIVELY REFERRED TO AS "CLAIMS" IN THE REMAINDER OF THIS SECTION), ARISING OUT OF, CONNECTED WITH OR RESULTING FROM ANY ACTS OR OMISSIONS OF STUDENT INCLUDING CLAIMS ARISING IN WHOLE OR IN PART FROM THE NEGLIGENCE OF ANGELO STATE UNIVERSITY OR ITS OFFICERS, AGENTS, REPRESENTATIVES OR EMPLOYEES.

XVI. CONDITION OF ROOM

- A. STUDENT agrees to properly clean his/her room and keep it clean and in reasonable order. Failure to do so may be cause for termination of CONTRACT and/or applicable cleaning charges being applied.
- B. Painting of the room or any portion thereof is prohibited, and the hanging of articles in the room may be done only in accordance with UNIVERSITY policy. (See residence hall staff for more information.)
- C. In accordance with Housing Policy as defined in the Residence Hall Handbook, STUDENT shall not make any modification or physical changes in room, or attach fixtures, pictures, plaques, etc. to walls, doors, or ceilings, except as authorized by UNIVERSITY.
- D. UNIVERSITY and STUDENT shall cooperate in the care of the dwelling and grounds. STUDENT is responsible for exercising reasonable care so as not to cause a disorderly, unsafe, or unsanitary condition to occur.

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- E. STUDENT shall notify Residential Programs Staff of damage or needed repairs in a timely manner via the established work order procedure as outlined in the Resident Hall Handbook.

XVII. SERVICES BY UNIVERSITY

- A. UNIVERSITY will not provide maid service for STUDENT'S living unit, but will keep community areas and halls clean and in good order. STUDENT, however, is responsible for his/her misuse of community areas.
- B. 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 each individual residence hall. UNIVERSITY shall not be responsible for disruptions in service that are beyond UNIVERSITY control.

XVIII. PRIVACY OF STUDENT OCCUPIED ROOMS

- A. The privacy of student rooms in UNIVERSITY housing will be respected by UNIVERSITY personnel. No room shall be entered without knocking, except in emergencies. STUDENT agrees and acknowledges that in the absence of occupants, authorized UNIVERSITY personnel may enter rooms for the purposes of routine inventory; maintenance or repair, to determine compliance with UNIVERSITY regulations and policies or federal, state, and local criminal laws where there is a reasonable cause to believe that a violation has occurred or is taking place and for health or safety inspections.
- B. STUDENT agrees and acknowledges that authorized UNIVERSITY personnel may conduct a search of STUDENT'S room to determine compliance with UNIVERSITY regulations and policies or federal, state, and local criminal laws where there is a reasonable cause to believe that a violation has occurred or is taking place.

XIX. NONDISCRIMINATION

UNIVERSITY does not illegally discriminate when making assignments and will reject requests for assignment based upon reasons of race, color, religion, age, gender, disabilities, or national origin.

XX. UNIVERSITY POLICIES, RULES, AND REGULATIONS

STUDENT agrees to abide by law, and all UNIVERSITY policies, rules, and regulations published in the Undergraduate/Graduate Bulletin, Student Handbook, and Residence Hall Handbook, University Parking Regulations, and other official UNIVERSITY and Texas Tech University System publications.

XXI. CORRESPONDENCE WITH THE ASU OFFICE OF Housing & Residential Programs

You may contact the Office of Housing & Residential Programs through the U.S. mail at the following address:

- ASU Office of Housing & Residential Programs, ASU Station # 11016,

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San Angelo, TX 76909-1016.

- Our e-mail address is housing@angelo.edu.
- Our web address is: www.angelo.edu/liveoncampus.
- Our FAX number is (325) 942-2239.
- Our phone number is: 325-942-2035.

Please include your name and Campus ID Number (CID) on all correspondence.

XXII. GENERAL PROVISIONS

- A. The Parties herein construe this Student Housing Contractual Agreement under the laws of the State of Texas and perform obligations in Tom Green County, Texas.
- B. The dispute resolution process provided for in Texas Gov't Code, Chapter 2260 shall be used by UNIVERSITY and STUDENT to resolve any dispute arising under the Contract.
- C. In the event that any provision of this Contract is later determined to be invalid, void, or unenforceable, then the remaining terms, provisions, covenants, and conditions of this Contract shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated.
- D. This agreement may be executed in multiple copies which are all part and parcel of the same agreement.

THIS IS A BINDING LEGAL DOCUMENT - PLEASE READ IT CAREFULLY.

IMPORTANT NOTICE: Submission and acceptance of a Student Housing Application form executes this Contract and implies acceptance on the part of STUDENT of all terms and conditions stated herein.

Revised: January 2012