

**2011 ANGELO STATE UNIVERSITY
SUMMER HOUSING CONTRACTUAL AGREEMENT
San Angelo, Texas**

**SUMMER HOUSING 2011 WILL BE AT VANDERVENTER APARTMENTS
AND CARR HALL AS NEEDED.**

THIS IS A BINDING LEGAL DOCUMENT - PLEASE READ IT CAREFULLY

This **SUMMER HOUSING CONTRACTUAL AGREEMENT** is between Angelo State University, San Angelo, Texas, hereinafter referred to as "UNIVERSITY, and the undersigned, hereinafter referred to as RESIDENT.

I. CONTRACT PERIOD AND PAYMENT PROVISIONS

- A. This Contract is for University housing and board during the standard Summer Sessions unless otherwise noted in this contract.
- B. Occupancy at times other than the standard summer sessions may be allowed on a space available basis and for an additional fee, in cases where RESIDENT has received prior authorization from the Director of Residential Programs, or his/her designee, and has made payment in advance of occupancy in accordance with the Break Housing policy.
- C. RESIDENT agrees to pay the established summer session rate for room and board as specified in the UNIVERSITY Residence Hall Room and Board Rate Sheet. A copy of the current Room and Board Rate Sheet may found on the web at: www.angelo.edu/dept/residential_programs Rates are subject to change without prior notice.

II. FINANCIAL OBLIGATIONS

- A. If RESIDENT does not meet financial obligations to UNIVERSITY, RESIDENT 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 Texas Tech University System/Rules and Regulations, 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, and other costs, including court costs, will be the responsibility of RESIDENT.

III. BOARD OPTIONS

- A. Meal Service is optional for summer school residents.
- B. Meal service provided by UNIVERSITY under this Contract is for use of RESIDENT only. RESIDENT's authorization for use of meal service by another party will subject RESIDENT to disciplinary action.
- C. Meal Service for the Summer Sessions is available 7 days per week as part of the summer meal plan option(s). The first meal of the Summer Sessions is breakfast on the first day of class of each Summer Session.

IV. ELIGIBILITY

- A. RESIDENT who lived in campus housing during the preceding Spring semester is not required to enroll for classes during the Summer Sessions provided RESIDENT has pre-registered for classes for the subsequent Fall semester.
- B. Incoming RESIDENT agrees to enroll as a student at UNIVERSITY during each Summer Session or be pre-registered for Fall semester.

V. BREAK HOUSING / SERVICE PERIOD

- A. Breaks are defined as those periods of time outside of the standard contract period. These periods of time when classes are not in session are not covered by this contract.
- B. RESIDENT needing housing during break periods may request to stay in designated UNIVERSITY residence halls for an additional fee.
- C. RESIDENT will be liable for all applicable Break Housing Charges.

VI. CONTRACT CANCELLATION OR TERMINATION

- A. This Contract may be canceled by RESIDENT without penalty provided written notification of cancellation

signed and dated by RESIDENT is received in the Office of Residential Programs on or before **MAY 1 for the First Summer Session and on or before JUNE 15 for the Second Summer Session**.

- B. If RESIDENT does not claim the assigned housing accommodation by noon on the first day of class each Summer Session, this Contract may be voided by UNIVERSITY.
- C. If RESIDENT engages in conduct which is in violation of state or federal law, UNIVERSITY policies, rules, and regulations specified in section XVI of this Contract and this conduct is deemed by UNIVERSITY to justify RESIDENT's removal from the residential unit, UNIVERSITY shall have the right to terminate the contract. In such case, RESIDENT will be required to vacate the residential unit within twenty-four (24) hours after receipt of notice from UNIVERSITY, and RESIDENT will be liable for 50% of room charges for the original contract period.
- D. RESIDENT who is removed from campus housing for disciplinary reasons may be prohibited from living on campus in the future.
- E. RESIDENT 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 RESIDENT to disciplinary action and/or may result in termination of the Contract by UNIVERSITY.

VII. 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 Housing Contract.
- B. Any refunds will be processed only after all terms of the Contract have been satisfied.

VIII. LIABILITY

- A. RESIDENT is liable for payment of any damages to UNIVERSITY property in his/her room in accordance with the University policy related to maintenance /cleaning charges. RESIDENT is also liable for payment of a pro rata share, along with other occupants, for any other 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. RESIDENT will not be liable for damages caused by acts of nature or for normal wear and tear. RESIDENT will receive an itemized statement for the full amount of such damages, and the said amount shall be due immediately.
- B. UNIVERSITY will not be liable for theft, or for loss, damage, or destruction of personal property belonging to or in the custody of RESIDENT, including loss from fire, windstorm, or other causes, unless such loss or damage is a direct result of negligence on the part of UNIVERSITY.

XI. INDEMNIFICATION

- A. 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.

X. ROOM AND ROOMMATE ASSIGNMENTS

- A. Assignment to housing space is contingent upon receipt by the Residential Programs office of the housing application and \$50.00 non-refundable summer housing application fee and provided RESIDENT has fulfilled all requirements for admission to UNIVERSITY.
- B. UNIVERSITY reserves the right to assign or reassign RESIDENT to a particular housing facility as UNIVERSITY deems necessary. Such assignment/reassignment may occur prior to or after RESIDENT assumes occupancy of the residential unit in accordance with the Consolidation Policy published in the Residence Hall Handbook. Every effort will be made to honor RESIDENT's request in regard to preference of roommate; however, no guarantee is assured. UNIVERSITY reserves the right to assign another student to the room without prior notice except when RESIDENT has a private room contract; except as specified in XV. Temporary Accommodations.

XI. CONDITION OF ROOM

- A. RESIDENT 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 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. RESIDENT 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. (See residence hall staff for more information.)

XII. SERVICES BY UNIVERSITY

- A. UNIVERSITY will not provide maid service for RESIDENT's living unit, but will keep community areas and halls clean and in good order. RESIDENT, 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.

XIII. PRIVACY OF STUDENT OCCUPIED ROOMS

- A. The privacy of student rooms in UNIVERSITY housing will be respected by UNIVERSITY personnel, and no room shall be entered without knocking. RESIDENT agrees and acknowledges that in the absence of occupants, rooms may be entered by authorized UNIVERSITY personnel for routine inventory, maintenance or repair, and health or safety inspections or to ensure compliance with university policies and state law.
- B. RESIDENT agrees and acknowledges that authorized UNIVERSITY personnel may conduct a search of RESIDENT'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.

XVI. RESTRICTIONS

RESIDENT agrees that under no circumstances shall he/she:

- (1) Allow overnight visitors or guests in UNIVERSITY housing
- (2) Enter into any agreement with another party or group to sublease any part of a housing facility.
- (3) Allow pets of any kind in the housing facility. Service animals are not pets.
- (4) Use the housing facility for any form of business activities or promotional ventures.

XV. NONDISCRIMINATION

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

XVI. TEMPORARY ACCOMMODATIONS

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

XVII. UNIVERSITY POLICIES, RULES, AND REGULATIONS

Upon acceptance of this Contract and enrollment as a student, RESIDENT agrees to abide by all UNIVERSITY policies, rules, and regulations published in the Undergraduate/Graduate Bulletin, Student Handbook, and Residence Hall Handbook.

XVIII. CORRESPONDENCE WITH THE ASU OFFICE OF RESIDENTIAL PROGRAMS

You may contact the Office of Residential Programs through the U.S. mail at the following address: ASU Office of Residential Programs, ASU Station 11016, San Angelo, TX 76909-1016. Our e-mail address is Housing@angelo.edu. Our FAX number is (325) 942-2239. Please include your name and your Campus Identification Number on all correspondence.

XVI. 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.