

The below terms and conditions constitute the **Housing Contract** for the Contract Period of fall/spring, spring only, or summer between **Texas State University** (“University” or “DHRL”) and the **Contract Holder** (“You”) identified below. The University grants you a license to use an assigned room within the University housing system as your temporary residence during the Contract Period, subject to the following terms and conditions:

1. Eligibility

- a. As outlined in University Policy and Procedure Statement 07.03.01, all new students under the age of 20 with fewer than 30 credit hours (as of September 1 for fall admission or January 1 for spring admission) are required to live in on-campus University housing. All students who graduated from high school within 12 months preceding the semester of their admission are required to live in on-campus University housing.
- b. For Long Semester Terms (fall/spring) you must be an enrolled student at the University actively pursuing a degree at the University to be eligible to live in the University residence halls. Dropping to part-time status after the beginning of a semester, however, will not terminate this Agreement.
- c. For Summer Semester, you do not need to be enrolled in classes; however, you must be a continuing student at the University. A continuing student is enrolled for the previous Spring semester and/or the following Fall semester at the University. If you are not a continuing student, you must be enrolled for summer school.
- d. You must be able to perform your own independent tasks or have an attendant to assist You. The University does not provide attendant care services.
- e. Per House Bill 355, registered sex offenders are not permitted to live in University-owned housing, which includes the University residence halls and apartments.

2. Occupancy Dates

- a. Long Semester Terms (fall/spring): Residential Buildings (Residence Halls and University Apartments) are typically open in August the week before classes start and close on the last day of finals for the fall and spring semesters.
- b. Summer Occupancy: Designated University Apartments will open the weekend before the enrolled summer session begins and will close on the last day of your summer enrollment. Students in other communities seeking summer housing will be relocated as needed. In order to stay within the Apartments during the summer semester, you must sign an additional contract outside of the long semester term contract for an additional cost.
- c. A student not enrolled in spring classes must vacate University residential premises by the last day of finals for the fall semester.
- d. The contract period ends 24 hours after your last final examination or your graduation ceremony. Exceptions may be made on a case-by-case basis by the Executive Director of DHRL or designee, which exceptions must be in writing and signed by both parties. For Long Semesters (fall/spring) contracts, University Residence Halls will close between the fall and spring semesters as published on the housing website. If you plan to return to the same room in the spring semester, you may leave your (non-perishable) possessions in the room, but you will not be able to access the room between semesters.
- e. The University may offer winter break housing at a designated fee as indicated on the [website](#).

3. Obligations and Responsibilities of You, the Contract Holder

- a. You agree to pay all charges as due and to comply with and abide by the terms and conditions of this Housing Contract, the [Student Handbook/Code of Student Conduct](#), the [Student Rights Responsibilities Guide](#), and all other University rules and regulations, which are now or, may in the future, be in effect, governing your conduct or pertaining to the University Residential Buildings (individually and collectively, “The University Regulations”).
- b. By signing this Housing Contract, you acknowledge and agree that rates or fees are subject to change by legislative action or otherwise, including pursuant to changes made to University Regulations. Such changes affecting the Housing Contract are officially announced and/or posted. The announcement or posting constitutes actual notice and the changes become effective and binding immediately.
- c. You agree that you will use your assigned room only as your personal living space. you agree not to sell, sublease, or assign this Housing Contract and/or your assigned room to anyone, and if you violate this term of your Housing Contract, you understand that this Housing Contract may be terminated effectively immediately, and no refunds will be made.
- d. You understand that if you violate any of the terms or conditions of this Housing Contract or University Regulations, you may be subject to disciplinary action, including the immediate termination of this Housing Contract. In such event, University may refuse to offer you a Housing Contract for the future.
- e. You understand that if you engage in action or conduct the University determines is disruptive to the use and enjoyment of the Residential Buildings by other students, or if you fail to adjust to and follow community living

standards, including roommate contracts agreed upon by both roommates, you will be subject to disciplinary action and may be required to change residence within University-owned housing, or, alternatively, this Housing Contract may be terminated and the University may refuse to offer you a Housing Contract in the future.

- f. You agree to keep your Housing Contract and student information updated by use of the [Texas State Housing Portal](#). Failure to provide this information can result in cancellation of and charges made pursuant to this Housing Contract.
- g. You are required to vacate your assigned space within 48 hours if not enrolled at the University. Exceptions may be made, on a case-by-case basis, provided such exceptions are in writing and are signed by the Executive Director of DHRL or designee.

4. **Payments**

- a. You must submit \$300 as advance rent with this Housing Contract (unless the University waived your application fee). This Housing Contract will be cancelled without notice if you fail to submit the advance rent payment (unless the University waived your application fee) and this Housing Contract by the Housing Contract closure date. When you accept occupancy in a University Residential Building, the advance rent will be applied to your student bill.
- b. You must make room and board payments to the department of Student Business Services within the deadlines for full or installment payment schedules established by Student Business Services and published online prior to the beginning of each semester.
- c. Failure to meet payment deadlines will result in a hold being placed on your student records and may result in late fees, denial of access to residential and dining facilities, and this Housing Contract may be terminated and you may be subject to eviction proceedings and denial of a future Housing Contract. This hold will keep you from registering or obtaining an official academic transcript. The University may employ the services of attorneys or outside collection agencies to assist in the collection of delinquent accounts on all financial obligations incurred and any fees related to these activities will be added to your outstanding balance. Any payment made toward housing costs that are not needed will be applied to the Student's general account.
- d. If you are dismissed from the University Residential Building or the University, or if you withdraw from the University for any reason, you are required to pay all charges accrued under this Housing Contract through the date of check out.
- e. First-year Students: If you do not have an assigned space on campus by August 1, you will be responsible for 100% of the lowest two-person priced room offered. Upon assignment to a space, your charges will be adjusted to account for the assigned space.
- f. Upper-class Students: If you do not select a space on campus by August 1, you will be responsible for 100% of charges for the lowest apartment rate on campus. Upon assignment to a space, your charges will be adjusted to account for the assigned space.

5. **Cancellation by You, the Contract Holder**

- a. Your signed Housing Contract is binding, and you are responsible for the full amount of charges for the Contract Period except as indicated below.
- b. **Before the start of the Contract Period**
 - i. You must [cancel your contract](#) from the University Portal.
 - ii. You can find the policy, housing and advance rent refund amounts, and dates on the website [here](#).
 - iii. Submitting a cancellation request does not guarantee a cancellation (unless withdrawn/graduation). You will be emailed regarding the University's decision. Online requests for cancellation will not be accepted without all required documentation attached.
- c. **During the Contract Period** (including early arrival dates)
 - i. In any event mentioned below, you must fill out a [cancellation request](#) through the Housing Portal.
 - ii. If you withdraw from the University during the semester in which the cancellation occurs, you must notify DHRL within 24-hours of withdrawal to schedule your check out.
 - iii. If you fail to register with the University during the semester in which the cancellation occurs, you must notify DHRL by the University Census Day.
 - iv. Once your withdrawal or non-registration is confirmed by the Registrar, you will be charged all charges accrued under this Housing Contract, pro-rated according to the [Cancellation Deadline & Refund scheduled](#) through when DHRL received notification of official withdraw, termination, or checkout.
 - v. If you graduate from the University at the end of the fall semester, you must notify DHRL on or before November 15. Once your graduation is confirmed by the Registrar, you will pay to the University all charges accrued under this Housing Contract through the end of the fall semester.
 - vi. If in the fall semester, you commit to an academic internship, academic study abroad, or academic co-op program for the spring semester, you must notify DHRL on or before November 15. Once your program commitment is confirmed, you will pay University all charges accrued under this Housing Contract through the end of the fall semester.

- vii. For summer Housing Contracts, if you have a Housing Contract for both semesters and cancel at the end of the first semester, you must notify DHRL in person prior to the first day of the first summer semester final examinations.
- viii. If you re-enroll in the University during the original Contract Period after canceling the Housing Contract under this section, you will be liable for all charges under the Housing Contract accruing throughout the Contract Period.

6. Room Assignments

- a. You are contracting for a space within the University Residential Building system, not for a specific suite, hall, apartment or room. The University assigns roommates without regard to race, color, national origin, age, religion, disability, veterans' status, sexual orientation, gender identity or expression. Only the person(s) assigned to your room by the University may reside in the room.
- b. The University may assign you to a flex space. If you are assigned to a flex space, you may not request termination of your Housing Contract for that reason and you must accept a permanent space assignment when offered.
- c. The University reserves the right to make changes in room assignments for such reasons as the University determines to be appropriate in its sole and absolute discretion, including, without limitation, space utilization, consolidation of residents, roommate conflicts, pending disciplinary action, and non-compliance with University Regulations. Further, the University may take such action as is necessary to control the use of rooms in the event of an epidemic or disaster or other conditions or circumstances that require such control. A room reassignment under these circumstances does not result in a decrease or an increase in the Housing Contract rate.
- d. If you fail to move to a new location within the Residential Building by the date required after the University has notified you of a room reassignment and issued you authorization or direction to move, you will be assessed double room charges for the holdover period.
- e. Summer Transitions: Students requesting summer housing may be required to relocate to alternative spaces as deemed necessary by DHRL. This includes but is not limited to intersession or interim housing assignments that may differ from a summer assignment.

7. Check in to Residence Buildings

- a. You may check in on the designated arrival day for each semester.
- b. Check in occurs when you accept a room key or place any belongings in a room, at which point you are liable for the full amount of this Housing Contract.
- c. If you fail to check in by 4 p.m. **the day** before classes begin, or after a scheduled late arrival date, the University will terminate your Housing Contract. If your Housing Contract start date is after the first day of class for the semester term and you fail to check in by the scheduled check in date, the University may terminate your Housing Contract.

8. Check Out

- a. You must follow the University's check out procedures to receive clearance to check out. Failure to follow the University's check out procedures will result in a \$150 improper check out charge.
- b. If you fail to check out within 24 hours after your last final examination or your graduation ceremony or within 48 hours after you withdraw from the University, you will be charged a \$150 improper check out charge. Further, you shall be liable for all damages, costs, and expenses arising out of or related to your failure to complete a timely check out, including without limitation, lost revenues, lodging expenses, and any attorney's fees. You agree to indemnify the University and prospective residents for all such damages, costs, and expenses.
- c. If you graduate at the end of the fall or spring semester, you may stay in the Residential Building in consolidated areas without additional charge through the date of the University and your college commencement. You must request to stay by emailing reslife@txstate.edu on or before ten days prior to the commencement. You shall check out of your assigned room during the normal check out period and shall move to the consolidated area as assigned by the University.

9. Care of facilities: equipment: pets

- a. You are responsible for maintaining your room in a neat and orderly fashion. You shall not cause or permit to be caused damage or alterations to the room, furniture, or equipment. All costs associated with repairs arising out of or related to your failure to comply with these requirements shall be paid by you to the University promptly on demand.
- b. You understand that you shall be liable for damages or other losses that you or your guest(s) cause to the Residential Building, your room, or any University furniture or equipment, except for ordinary wear and tear. You will be charged on a prorated basis for public area damage where responsible parties cannot be identified but where reasonable evidence exists that area students are responsible for the damage. You shall pay all such amounts to University promptly on demand.
- c. For a list of approved and prohibited appliances, visit the [Student Rights Responsibilities Guide](#).

- d. Subject to University Regulations, no pets are permitted except fish in ten gallon or less aquariums. You must be approved by the Disability Services to have an Emotional Support Animal prior to the animal being brought into the room.

10. Conduct

- a. You must comply with and abide by all terms and conditions in this Housing Contract, the [Student Handbook/Code of Student Conduct](#), the [Student Rights Responsibilities Guide](#), and all other University rules and regulations, all applicable state and federal criminal and civil laws, rules, regulations, including but not limited to those governing the use or possession of alcoholic beverages, gambling, narcotics, controlled substances, and firearms, including all University rules regarding the carrying and storage of handguns by license holders.
- b. Solicitation, including door-to-door sales of goods or services, is not permitted in university Residential Buildings.

11. Fire Safety

- a. Fire safety devices are installed in all Residential Buildings. You and your guests must immediately evacuate the Residential Building any time a fire alarm sounds. Failure to evacuate may result in disciplinary action, including expulsion and fines. Tampering with fire safety equipment is a violation of state law and University Regulations and may result in disciplinary action, including expulsion. You may not disconnect, damage, or tamper in any way with fire safety devices. You will immediately report to the area desk the malfunction of any fire safety device, including smoke detectors in your room.

12. Meal Plan

- a. You are required to purchase a full residential dining plan (commuter plans are not acceptable). The only exception to this requirement is if you reside in the University Apartments where you may choose either a residential or a commuter plan but are not obligated to make a dining plan purchase due to availability of kitchen in each apartment unit.

13. Rights and Obligations of the University

- a. University personnel may enter your room at any time in the event of an emergency and at any reasonable time for any reasonable purpose, including, without limitation, inspection, maintenance, investigation of violations of law, or in emergencies to ensure protection of health, safety, or property. By signing this Housing Contract, you understand that you are bound by the University's inspection and entry policies as they now exist or may be amended as set forth in the Student Rights Responsibilities Guide.
- b. The University has a duty to remedy or repair conditions materially affecting the physical health or safety of a student as established by applicable law. You will give notice to the University specifying such conditions upon your discovery of such conditions. The University is not responsible for loss or damages to personal property as a result of fumigation or pest control.
- c. MOLD/MILDEW CLAUSE: You acknowledge and understand that (a) the assigned space is located in a climate with temperature, humidity, and other naturally occurring conditions that normally allow the growth of mold and mildew in locations where dampness or moisture are present; and (b) upon moving into the assigned space, you will have control over and knowledge concerning conditions in the interior of the assigned space. Therefore, you agree to:
 - i. a. Set thermostats (if applicable) to provide appropriate climate control. If directions are provided, please follow instructions.
 - ii. b. Maintain the assigned space in a clean condition by mopping, vacuuming, or wiping hard surfaces with a household cleaner.
 - iii. c. Remove visible moisture or condensation on floors, walls, windows, ceilings, and other surfaces promptly.
 - iv. d. Take other measures as may be necessary to prevent mold or mildew from accumulating in the assigned space (including without limitation to reporting immediately to the university any evidence of water leaks or mold or mildew-like growth).
- d. The University is not responsible for loss or damages to personal property by theft, fire, or other casualty, whether such losses occur in your room, public areas, or elsewhere in the residence hall. Items left in your room when you check out will be disposed of by the University in accordance with University policies then in effect.
- e. To maintain security standards, University will install, change, or rekey a security device on any exterior door or window of your room. A charge for labor, materials, overhead and replacement keys provided by the University shall be paid by you if the University deems you responsible for those costs.
- f. FORCE MAJEURE: The University's duties and obligations under this Housing Contract may be suspended immediately during all periods that University housing is closed because of force majeure events, including but not limited to, any fire, act of God, hurricane, war, government shutdown, order or action, government-mandated evacuation, act of terrorism, epidemic, pandemic, or any other event beyond the University's control. If such an event occurs, the University's duties and obligations in this Housing Contract may be postponed until

such time as the University, in its sole discretion, may safely reopen housing. In the event that the University's operations are suspended due to an event under this section of the Housing Contract, the University is under no obligation to refund you any portion of the rent or fees paid.

- g. The University may refuse to offer or cancel a Housing Contract or room assignment to an individual whose demands for housing are unable to be met.

14. Termination of Housing Contract by University

- a. DHRL may terminate this Housing Contract and remove you from University housing if any of the following occurs:
 - i. You are suspended, expelled, or otherwise removed from the University;
 - ii. You breached any of the terms of this Housing Contract ; or
 - iii. If for any other reason, you cease to be enrolled at the University.
- b. If the University terminates this Housing Contract for administrative or conduct reasons, you will not receive a refund.

15. Miscellaneous

- a. This Housing Contract may be amended or supplemented only in writing signed by you and University.
- b. This Housing Contract contains the entire agreement between you and University and no oral understanding or agreement not incorporated into the Housing Contract shall be binding on either party.
- c. This Housing Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created by this Housing Contract shall be performable in Hays County, Texas.
- d. If any provision contained in this Housing Contract is determined to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Housing Contract and this Housing Contract shall be construed as if such invalid, illegal or unenforceable provision has never been contained in this Housing Contract.

16. Notices

- a. Any notice, request, or other communication required or permitted to be delivered under this Housing Contract shall be in writing and shall be deemed received when actually delivered by hand delivery, electronic mail, overnight courier, three days after it is deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to:
 - i. Contract Holder at the address of Contract Holder's assigned room during the Contract Period
 - ii. Addressed to Contract Holder before or after the Contract Period or to Guarantor at the address stated in the Residence Hall Contract, or, if to the University, addressed to the University, Housing and Residential Life 515 N. Comanche, San Marcos, Texas, 78666.

17. Final Disclosure

- a. By accepting this contract, I agree that I have read and understand the terms and conditions of the Texas State University Housing Contract, the Texas State University Code of Student Conduct and all DHRL policies and procedures.