

Fall 2011 Housing Food Service contract

1. Eligibility : Residents must be admitted students who are currently enrolled and registered for at least nine (9) credit hours at Texas Woman's University. Acceptance of this contract by the University DOES NOT constitute a commitment of admission to the University.

2. Period of Contract : This contract covers a minimum of one academic year consisting of the Fall and Spring semesters or one summer session or the Summer I, II, and III sessions. The student and her/his parent, guardian, or other guarantor, if required, agrees that if the student attends Texas Woman's University, she/he will live in University residence halls during the entire period of the contract or that portion of the contract period which remains after her/his enrollment.

3. Consideration of the Contract : Contracts are issued with the assumption that the student has been accepted for admission to and enrolled at the University. If the student fails to enroll she/he must give advance notice of residence hall cancellation as outlined below.

4. Period of Occupancy : The student may occupy an assigned space beginning the day the residence hall or apartment opens unless otherwise specified (see University Calendar for dates and times). Failure to occupy the space by 5 P.M. on the first day of classes could result in assignment of the space to another student. Every effort will be made to hold the original assignment if the Department of University Housing Assignment Office is notified in writing of the delayed arrival. It may be necessary on occasion to assign the late student to other University housing accommodations. Non-graduating students may remain in the halls at the end of the semester for twelve hours after their last scheduled examination or until 10 A.M. the day after the last officially scheduled examination per the official University Calendar, whichever comes earlier. Room accommodations will be provided for graduating students until immediately following graduation exercises. Occupancy of the space must terminate with completion of the contract.

5. Application/Contract Fee, Deposit and Rent Payments :

A . A \$25 nonrefundable application/contract fee along with a \$100 room deposit must be on file for each student applying for or reapplying for University Housing.

B . If the student elects the installment payment option the payments will be due according to the University Calendar. Failure to make these payments may result in eviction from University Housing and possible suspension from the University. Statements are available from the student's Pioneer Portal account.

C . The \$100 room deposit will be refunded upon request to the student upon satisfactory completion of the contract which includes checking out of the residence hall properly, leaving the room or apartment in good condition, and clearing the student's university account with the University Bursar. The condition of the room or apartment will be inventoried prior to student occupancy and again when the student checks out of the residence hall. The inventory will be used to evaluate the condition of the room. Charges assessed against the student for such items as improper check-out, damage, and/or

cleaning fees will be placed on the student's account and will be deducted from the \$100 deposit. If the university account is paid in full and there are no outstanding university charges on the account, the student may request a refund. If charges should exceed the \$100 deposit, the additional fees will be charged against the student's account. To allow for processing and handling, all refunds referred to in this contract will be disbursed to the student's TWU Higher One account within six weeks upon written request to the Department of University Housing.

D . At the completion of the contract, the student has the option of requesting that her/his deposit be refunded or transferred to hold a room for the following semester or academic year. If the student requests a deposit refund and later wishes to reapply for Housing, the student must resubmit the \$25 nonrefundable application fee and the \$100 deposit along with the Housing/Food Services application. NOTE: If charges are assessed against the student at the completion of the contract and the student wishes to transfer her/his deposit to the next semester or academic year, the student's university account will be charged. These charges must then be paid before the student may register for the next semester or academic year.

E . The deposit will be held for one year following the last date of residency. A student not requesting a refund during that period will automatically forfeit the \$100 deposit.

6. Cancellation, Refunds, and Other Notices: Contract cancellations and other notices must be submitted in writing to the Department of University Housing, Box 425380, Denton, Texas 76204-5380. Notifications submitted to other offices do not comply with this requirement and requested official action cannot be assured. The date such correspondence is received by the Department of University Housing, or if mailed, the date of the postmark thereon, if earlier, will constitute the basis for determining compliance with deadlines.

A. Procedures for Canceling Prior to Initial Occupancy: (Initial occupancy refers to the resident signing the contract, receiving the room or apartment key, and/or moving belongings into the room)

1. Cancellation will take place when written notification of desire to cancel is received by the Department of University Housing, on or before June 1 for the Academic Year (Fall/Spring), June 1 (Fall Semester only), December 1 (Spring Semester only), May 1 (Summer Sessions) for the specific semester during which the contract initially becomes effective.

2 . If the Department of University Housing Assignments Office has been notified of the cancellation in writing on or before June 1 for the Academic Year (Fall/Spring), June 1 (Fall Semester only), December 1 (Spring Semester only), May 1 (Summer Sessions) for the specific semester during which the contract initially becomes effective, the \$100 deposit will be refunded to the student upon request. If the student fails to occupy the reserved space or notification is not received; deposit will be forfeited by the student. A new Housing/Food Services application/contract, \$25 nonrefundable application/contract fee, and a \$100 deposit will be required if student should decide to enroll at a later date. 3. If proper cancellation information is given to the Department of University Housing and the student should decide to enroll later during the period of the initial contract and desires Housing/Food Services, the \$100 deposit should be forwarded to the Department of University Housing and the Housing/Food Services

application/contract the \$25 nonrefundable application/contract fee already on file will be applied to the remainder of the contract period.

B. Procedure for Canceling After Occupancy : After the student has taken occupancy (i.e., signed the contract, checked out keys, and/or moved her/his belongings into the room or apartment), she/he may cancel the contract providing she/he will not be in violation of the University Residency Requirement. The effective date of the refund will be the actual date the student officially checks out of the residence hall (See Residence Life Handbook for procedures.) If the student breaks the contract, the \$100 deposit will be forfeited and the student will be charged a \$300 failure to complete-contract fee for the Fall or Spring Semester or a \$100 failure-to-comply contract fee for Summer Sessions and a meal plan handling fee. A per-day charge for room or apartment and food services will be assessed for the number of days actually assigned. The remaining balance, if any, will be refunded. Refunds will not be issued beginning the twenty first (21st) day prior to the end of semester.

NOTE: An early termination of the contract without the \$300 or \$100 failure-to-complete-contract fee will only be given to a student who registers to student teach or will be participating in a departmental internship or affiliation away from campus. Upon confirmation of same, the student will be released from the contract when her/his student teaching or internship is scheduled to begin. A per-day charge for room and food services will be assessed for the number of days actually assigned.

C. Procedure for Canceling by the University after Occupancy : The University may cancel the contract if the student fails to meet any of the terms and conditions stated herein or for violation of University or residence hall regulations as stated in the Student Handbook or in the Residence Life Handbook which are made a part of the contract by reference. Cancellation of the contract for the reasons stated herein will result in the eviction of the student upon a three day notice, except where the University determines that the continued residency of the student would pose a danger to the life, health, or general well-being of other members of the residential community, in which case the student may be evicted with less than a 24-hours notice.

FOOD SERVICES

1 . The student agrees that, if living in the residence halls she/he will purchase a meal plan each semester for the entire period of the contract. If no meal plan is selected, the student will automatically be assigned and charged the minimum meal plan.

2. Refunds will not be given for missed meals due to academic scheduling problems or trips taken by the resident for academic or extracurricular purposes.

3. Students may spend the entire Dining Dollar balance in a semester, but the balance remaining at the end of the Fall semester will transfer to the Spring semester ONLY for those students continuing to reside in on-campus housing. Any carry-over balance is added to the student's Spring meal selections. Balances will not carry over to the following semester at the end of the Spring semester.

GENERAL PROCEDURES AND POLICES

1. The Housing/Food Services Contract is personal and may not be transferred or assigned to another person. It guarantees the student a bed space (not a particular room or apartment) in University residence halls. The Department of University Housing reserves the right to make all hall and room assignments and to make any subsequent changes considered advisable or necessary. If the student does not move within the time period designated by the University, University officials may pack and move the student's belongings to the new assignment and charge the student accordingly. If warranted, disciplinary action may also be taken.

2. In the event that the accommodations assigned to the student are destroyed or otherwise made unavailable and the University is not able to furnish other accommodations, the contract shall terminate. All rights and liabilities for the parties hereto shall cease and rental payments previously made by the student shall be refunded on a prorated basis for the period for which accommodations were not made available to the student.

3. All assignments are on a double-occupancy basis unless otherwise stated. Single occupants who do not reserve their rooms on a private basis and have an official confirmation letter of the private assignment agree to accept an assigned roommate or to move to another room upon the request of the Department of University Housing. A student occupying a room on a private basis for any reason will be charged the private occupancy rate.

4. Rules and regulations appearing in the most recent Residence Life Handbook which pertain to residency in the University residence halls, and others which may from time to time be developed by the Department of University Housing are made part of this contract. In the event of a conflict between the rules and regulations appearing in the Handbook and this contract, the provisions of this contract shall govern.

5. Although precautions are taken to maintain adequate security, the University does not assume any legal obligation to pay for injury to persons (including death) or loss or damage to items of personal property which occur in its buildings, storage facilities, or on its grounds prior to, during, or subsequent to the period of the contract. Students or their parents are encouraged to carry appropriate insurance to cover such losses.

6. Missing Persons Policy: Section 485(j), Missing Persons Procedures, of the Higher Education Opportunity Act - 2008, requires institutions of Higher Education that provide on-campus housing to students to establish a Missing Persons Notification policy and procedures. The University through the Department of University Housing will: Notify all students residing in on-campus housing that they have the option to designate an individual as a contact who will be contacted by the institution no later than

24 hours after the student is determined to be missing. Students under the age of 18 will have their custodial parent contacted. The contact information is located on the Housing application and must be completed at the time of application.

7. Bacterial Meningitis Immunization: The State of Texas requires that first time students or transfer students who plan to reside in on-campus housing must show evidence of vaccination against bacterial meningitis. The student must have received the vaccination at least 10 days prior to moving into the residence hall. A copy of the vaccination must be on file at the University before the student can take occupancy. Exceptions: A student is not required to submit evidence of receiving the vaccination against bacterial meningitis under the following circumstances: (1) the student submits to the institution: an affidavit signed by a physician who is registered and licensed to practice medicine the United States, stating in the physician's opinion, the vaccination required would be injurious to the health and well-being of the student; or an affidavit signed by the student stating that the student declines the vaccination for bacterial meningitis for reasons of conscience, including a religious belief. A conscientious exemption form from the Texas Department of State health Services must be used. This form can be found at: <http://www.dshs.state.tx.us/immunize/school/default.shtm> These exceptions do not apply during a disaster or public health emergency, terrorist attack, hostile military or paramilitary action, or extraordinary law enforcement emergency declared by an appropriate official or authority from the Texas Department of State health Services.

8. If any section or subsection of this contract becomes invalid, this will not affect the validity or enforceability of the remainder of the provision of the contract.

Contract Agreement

I make this application/contract with the understanding that my Housing/Food Service contract will be for the period of a full academic year (fall and spring semesters) unless I am applying to begin the spring or summer semester or have indicated fall only and am in compliance with the University Residency Requirement. I understand that I will be charged a failure to complete contract fee and a daily rate for housing/meals if I cancel my contract after occupancy. I also understand that if I should occupy a room on a single basis for any reason, I will be charged the single rate for the period of time that I am in this situation. If this housing application/contract is accepted, I agree to abide by all the rules and regulations of Texas Woman's University and the Department of University Housing.

By clicking agree I the undersigned student, have received, read, understand, and agree to the Housing/Food Services Contract terms and conditions