

# Texas Woman's University

## Department of University Housing

### Family Housing

### Family Housing Contract

We are pleased you are considering a TWU campus apartment as your choice of residence. The on-campus location, academic atmosphere and reasonable rates combine to make these apartments an exceptional housing opportunity.

**Please keep this Contract information for your records.**

### Application Instructions

An application may be submitted at any time; however, at the time housing is desired (move-in date) all eligibility requirements must be met. Early application is encouraged as assignments are made "first-come, first served" according to the date that the application and fees are received. Submitting an application does not guarantee an assignment.

Return your completed application, a \$25 nonrefundable application fee and \$100 deposit to:

**Texas Woman's University  
Department of University Housing  
P.O. Box 425380  
Denton, TX 76204-5380**

Upon receipt of the application and correct fees, your name will be placed on the waiting list for the semester or session that housing is desired.

If an apartment is not available for the time you request housing, and you do not need family housing, you may choose to be placed in a traditional room. Traditional student rooms are available for married students without children. If a married student without children resides in a traditional room, the minimum meal plan must also be purchased. Limited cooking facilities are available in the residence halls, however, no cooking is allowed in the traditional rooms. Note: A Housing and Food Service Contract must be submitted for a traditional student room.

### Eligibility

Meeting and maintaining appropriate student, married or single parent student status are key factors in obtaining an assignment for the TWU campus apartments.

The size of the apartment determines the number of occupants. Two-bedroom apartments will accommodate a maximum of four occupants (husband, wife and two children; single parent and two children). Three-bedroom apartments will accommodate a maximum of six occupants (husband, wife and four children; single parent and four children). Only married students (maximum of two occupants) without children may occupy traditional student rooms.

### Definitions

■ Any legally married couple, as recognized in the State of Texas with or without child(ren), or a single parent who has legal custody of a child(ren) is eligible. One of the couple or the single parent must be an enrolled, degree seeking TWU student to be eligible.

■ A valid marriage license, birth certificate(s) and/or adoption paper(s) must be presented at the time of contract signing to verify eligibility. Only individuals meeting eligibility noted previously may occupy the apartment, and they must reside together for the duration of the contract period.

■ Each student resident must be currently enrolled at TWU in a minimum of 9 credit hours per semester for Fall and Spring, and 3 credit hours for each summer term. In the case of families, at least one spouse must be currently enrolled in a minimum of 9 credit hours per semester for the Fall and Spring and 3 credit hours for each summer term. The TWU student resident must be a degree-seeking student to reside in a University apartment.

### Assignments

Assignments are made approximately one month in advance of the beginning of the semester for which housing has been requested. Every effort is made to assign applicants for the time housing is desired and to the area of first preference; however, vacancy status at the time of the assignment may necessitate assignment to an applicant's second or third choice. A transfer to another location may be requested after occupancy, if space becomes available, and the resident is on that waiting list. If an applicant declines an assignment, but wishes to remain on the waiting list for the current or some future term, the applicant must request this in writing. The applicant will then be allowed to stay on the waiting list.

### Contract

■ Upon signing the contract, residents agree to the conditions of the contract. It is imperative to read your contract in full before signing. The following statements are intended to provide general information only. Specific questions should be addressed to the TWU Department of University Housing.

■ The first month's rent is pro-rated based on the effective move-in date and is due at the time of occupancy (if the resident moves in after the 15<sup>th</sup> of the month, the initial payment will include the remainder of the month plus the next full month). Each succeeding monthly payment is due on the first day of the month. Rent is considered in arrears if not paid by the fifth working

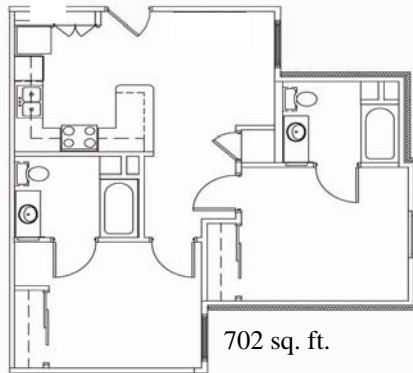
For the most recent contract terms please visit the web at: [www.twu.edu/housing](http://www.twu.edu/housing)

## Contract Continued

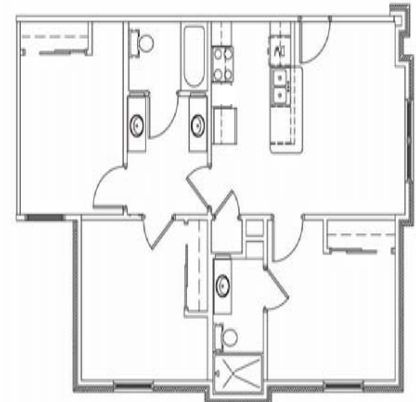
day of the month for which it applies. Once a student's rent is considered in arrears all remaining rent will be billed to the student's account on a semester basis.

- Obtaining and maintaining student and/or married/single parent student status is an essential factor for retaining eligibility. This status is monitored closely by the Department of University Housing.
- Washing machines, clothes dryers, or dishwashers are not permitted in any on-campus apartment. All buildings have well equipped laundry rooms and apartment kitchens.
- University and housing regulations can be found in the Student Handbook the Residence Life Handbook, and the Lowry Woods Community Handbook. Particular policies to note are: a) pets are not allowed on the premises at any time with the exception of fish (maximum 10-gallon tank). This restriction is for safety and health reasons; b) alcoholic beverages can only be consumed by legal adults (21 years and older) in the confines of the apartment or room; c) cooking is not permitted in traditional student rooms; d) waterbeds are not permitted; e) children under 12 must be supervised at all times; f) the student resident is responsible for her/his spouse and child(ren)'s actions.
- Termination of contract by the resident is limited to the end of the semester / session except for academic dismissal, disciplinary suspension or withdrawal from the University. Obtaining approval for premature termination for any other reason is difficult. Vacating in advance of the expiration or termination date does not relieve the resident of rent responsibility unless the apartment can be occupied by the next eligible resident.
- The University may, upon proper written notice, terminate the contract or deny contract renewal when the resident ceases to be eligible or is found in violation of any of the contract conditions or University policies. These conditions include, but are not limited to: residents failing to meet eligibility requirements; being in arrears on rent payments; subletting or permitting persons other than

## TYPICAL FLOOR PLANS



**The Lowry Woods Community  
2 Bedroom**



**The Lowry Woods Community  
3 Bedroom**

those covered by the application and contract to live in the apartment and/or keeping a pet. The University reserves the right to assign/reassign apartments during the term of the contract. The contract is a legally binding document which, once signed, both the resident and the University are expected to honor.

- Rent for the entire semester is posted to the student's account prior to the beginning of the semester. Each month's rent is due no later than the 5th of each month.

### ResNet In Room Computer Access

The Lowry Woods Community offers in-room computer data connections. Computers attach to the RESNET Internet system by means of a network interface card and Ethernet patch cable that you must supply. If you are considering a computer purchase have the network interface card installed by the computer vendor.

### Right to review and correct

With few exceptions you are entitled, upon your request, to be informed about

the information Texas Woman's University collects about you. Under Sections 552.021 and 552.023 of the Texas government Code, you are entitled to receive and review the information. Under 559.004 of the Texas Government Code, you are entitled to have TWU correct information about you held by us that is incorrect, in accordance with the procedures set forth in the TWU Policy Manual. The information that TWU collects will be retained and maintained as required by Texas records retention laws (Sect. 441.180 et seq. of the Texas Government Code) and rules. Different types of information are kept for different periods of time.

### Cancellations

Cancellations of applications, petitions to cancel contracts, and other notices must be submitted in writing to the Department of University Housing (address on front page). Cancellation deadlines are:

June 1	Fall semester
December 15	Spring Semester
May 1	Summer I semester
May 1	Summer III semester
June 15	Summer II semester

Students canceling after these deadlines

will forfeit their \$100 apartment deposit.

The date which notices or petitions are received by the Department of University Housing or, if mailed, the date of the postmark, will constitute the basis for determining compliance with deadlines. Notices to the students will be sent by U.S. Mail and will be addressed to the student designated on the Family Housing Contract.

## 2010 – 2011

### Family Housing Rates

The monthly rental charge includes all utilities, local telephone service, garbage service, and normal maintenance and repair. Unfurnished rate:

Two-Bedroom	\$813.00 per month
Three-Bedroom	\$1036.00 per month
Two-Bedroom furnished	\$904.00 per month

Note: Rates are subject to change.

### Resident Responsibility

#### Responsibilities of the Resident include:

1. Keep the apartment clean and free of dirt, garbage and trash. All trash and garbage should be disposed of daily in the dumpsters.
2. Help keep walks, balconies, hallways, stairways, and laundry areas clean and free of dirt and clutter.
3. Help keep grounds and other common areas in a clean and safe condition and free of toys and clutter.
4. Report all needed repairs to the front desk of the residence hall immediately. Repair of damages resulting from carelessness or negligence on the part of the resident will be charged to the resident.
5. Repair any holes in the walls resulting from hanging pictures or shelves prior to vacating the apartment. If the holes are not repaired, the resident will be charged for the damage.
6. Thoroughly clean the apartment upon vacating. Residents who vacate their apartment without cleaning properly should expect to be charged for the time and materials required to complete the job.

### Cleanliness

University Housing acknowledges that many differences exist as to what is acceptable in the way of cleanliness and housekeeping. It is not always possible to clean all apartments between occupancy to the degree desired and still meet required housing dates. Therefore, new residents should anticipate doing some housecleaning upon arrival in order to satisfy their own standards of cleanliness.

### Renters Insurance

Texas Woman's University cannot be responsible for lost, stolen, or damaged personal property. Residents wishing to protect themselves from the possibility of such losses should be covered with the appropriate renters insurance.

### Apartment styles and sizes

Apartment styles and sizes vary. There are two- and three-bedroom units in a "Furnished or Unfurnished" condition. All apartments and traditional rooms include central heat and air conditioning, as well as local telephone service, basic cable service, and data connection. Linens, bedding, table and floor lamps, dishes and other such personal items are not provided. Each tenant contracts for long distance telephone service independently. Laundry facilities are available in each building. The furnished units contain items as outlined below.

- Full size bed in each bedroom.
- Desk, chair, end table and dresser.
- Loveseat, sidechair, ottoman, end table and bookcase.
- Refrigerator, stove, dishwasher, garbage disposal, and kitchen barstools.

#### Notes:

- The University reserves the right to alter or discontinue without notice any furnished item; this includes blinds.
- At no time, and under no circumstances, may University furnishings be removed from the apartment by the resident.
- Unfurnished apartments have only stove, refrigerator, dishwasher, and garbage disposal provided.

■ At the time of occupancy, the resident will be required to sign an Apartment Occupancy Clearance Form. This form is a statement of the conditions of the apartment/room and all University furniture and equipment within. Upon departure, the resident will be asked to sign the form again after the apartment is inspected by the staff and will be responsible for any damages and excess cleaning.

■ Apartment/Room keys will be issued to the resident at the time of occupancy. There is a \$50 key and lock charge for a lock change and new keys if the resident(s) loses the key(s).

### Child Care

An after school and summer recreation program is offered through the Department of University Housing for school age children of TWU students. This facility, The Clubhouse, is located in the Lowry Woods Community. Please contact the Housing Office for more information and current rates.

A number of other day care facilities are also available within the city of Denton.

### Schools

TWU campus apartments are located within the Denton Independent School District. Enrollment and transportation arrangements for the children are the responsibility of the parents. For additional information, please contact the Denton Independent School District, 1307 N. Locust, Denton, TX 76201; (940) 369-0000.

### Department of University Housing

If we may be of assistance or answer questions you have about the apartments, please contact us:

Department of University Housing  
Texas Woman's University  
P.O. Box 425380  
Denton, TX 76204  
(940) 898-3676  
(940) 898-3638 (fax)  
[housing@twu.edu](mailto:housing@twu.edu)

## 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.

## 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 in the University Housing Office 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.

(2) 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.

### Notice

All housing and food service rates are subject to change without notice. For more information about housing, contact the Department of University Housing, Texas Woman's University, P. O. Box 425380, Denton, TX 76204-5380, phone (940) 898-3676, or send an email to: [housing@twu.edu](mailto:housing@twu.edu). For the most recent contract terms please visit the web at: [www.twu.edu/housing](http://www.twu.edu/housing)



Department of University Housing

P. O. Box 425380

Denton, TX 76204-5380

940-898-3676

940-898-3638 Fax

Email: [Housing@twu.edu](mailto:Housing@twu.edu)

[www.twu.edu/housing](http://www.twu.edu/housing)

# Contract for Family Housing

Department of University Housing ♦ Texas Woman's University  
336 Jones Hall ♦ P.O. Box 425380 ♦ Denton, TX 76204-5380 ♦ (940) 898-3676  
E-mail: Housing@twu.edu ♦ World Wide Web: www.twu.edu/housing

Please complete all information and attach a check or money order for \$125 (\$25 non-refundable housing application/contract fee and \$100 deposit). Make check payable to Texas Woman's University or, if paying by credit card, complete section 6 below.  
**Keep the yellow copy and return the white copy of this application/contract and applicable fees to the TWU Housing Office at the address shown above.**

**DO NOT SEND CASH. DO NOT SEND WITH APPLICATION FOR ADMISSION.**

**THIS APPLICATION CONTAINS CONTRACT INFORMATION.**

**WHEN YOU SIGN THIS APPLICATION/CONTRACT, YOU ARE SIGNING A LEGALLY BINDING DOCUMENT.**

## ■ 1. Student's Name and Social Security Number

(Please print clearly)

\_\_\_\_\_  Male  Female  
Last Name

\_\_\_\_\_ Middle Name  
First Name

\_\_\_\_\_ TWU ID Number or Social Security Number

## ■ 2. Mailing Address and Personal Data

\_\_\_\_\_ Street

\_\_\_\_\_ City State Zip Code

\_\_\_\_\_ Telephone Number

Birth Date: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
Month Day Year

email: \_\_\_\_\_

Please check:  Female  Smoker  
 Male  Non-smoker

Classification:  Freshman  Sophomore  
 Junior  Senior  
 Graduate Student

\_\_\_\_\_  Male  Female  
Spouse's Name

\_\_\_\_\_  Male  Female  
Child's Name

\_\_\_\_\_  Male  Female  
Child's Name

\_\_\_\_\_  Male  Female  
Child's Name

## ■ 3. In Case of Emergency, Contact:

\_\_\_\_\_ First Name Last Name

\_\_\_\_\_ Telephone Number

\_\_\_\_\_ Relationship

## ■ 4. Apartment Preference

- 2 Bedroom unfurnished Apartment in Smith-Carroll Hall  
 2 Bedroom furnished Apartment in Smith-Carroll Hall  
 2 Bedroom unfurnished Apartment in Sayers Hall  
 2 Bedroom unfurnished Apartment in Mary Hufford Hall  
 3 Bedroom unfurnished Apartment in Mary Hufford Hall  
 Wheelchair accessible apartment (please attach Medical documentation)  
 Hearing impaired apartment (please attach Medical documentation)

## ■ 5. Contract Period

(Check only ONE and indicate year.)

- Fall 20\_\_ & Spring 20\_\_  Summer I & II 20\_\_  
 Fall Semester ONLY 20\_\_  Summer I ONLY 20\_\_  
 Spring Semester ONLY 20\_\_  Summer II ONLY 20\_\_

## ■ 6. Deposit Payment by Credit Card

MasterCard  VISA

\_\_\_\_\_ Card Number Exp. Date

\_\_\_\_\_ Print Cardholder's Name as it appears on Card

\_\_\_\_\_ Cardholder's Signature

## ■ 7. Contract Agreement

■ I make this application/contract with the understanding that my Family Housing 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 equivalent to one month's rent and a daily rate for housing if I cancel my contract after occupancy. 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.

■ The University agrees to provide housing accommodations and the student agrees to pay Texas Woman's University the amount for such accommodations during the period of the contract or the specified failure-to-complete contract fees, if the student decides to break the contract.

■ **I, the undersigned student, have received, read, understand, and agree to the Family Housing Contract terms and conditions.**

\_\_\_\_\_ Signature of Applicant Date

(Guardians signature required if student is under 18 years of age) Date

### Information Regarding Use of Your Social Security Number

In accordance with Leg. House Bill 1922, an individual is entitled to request to be informed about the information collected about them; receive and review their information; and correct any incorrect information. (Chapters 552 and 559 of the Texas Government Code)

Disclosure of your social security number is required to make a room assignment at Texas Woman's University. Your social security number will be used as a unique number to maintain a permanent record in University Housing for your room assignment, meal plan and billing at the University. Any further disclosure of your social security number will be governed by the Public Information Act.

TEXAS WOMAN'S UNIVERSITY is an Equal Opportunity University complying with federal requirements prohibiting discriminatory activities.

### For Office Use Only

Date: \_\_\_\_\_ App Fee: \_\_\_\_\_ Dep: \_\_\_\_\_  
Rec #: \_\_\_\_\_ Entered: \_\_\_\_\_ By: \_\_\_\_\_

### Initial Assignment

Initial Assignment/Description of Premises: The University hereby contracts to the Student Resident, and the Student Resident hereby contracts from the University the premises, known as:

\_\_\_\_\_ Building Unit Type

### Routing Information:

**White Copy (original) - Return to University Housing**  
**Yellow Copy (duplicate) - Applicant**

## Terms and Conditions of the Contract

The Student Resident and contracted family occupants agree to comply with and abide by all terms and conditions which appear in this contract, the Texas Woman's University Student Handbook, the printed Family Housing Apartment contract, instructions, and regulations, the Residence Life Handbook, and all other University rules and regulations governing the conduct of students which are now in effect and any that may be adopted and published at a later date.

**Eligibility:** Student Residents must be degree seeking, fully enrolled students at Texas Woman's University taking a minimum of 9 credit hours each semester for the Fall and Spring, and a minimum of 3 credit hours each summer term. Regardless of any other provisions of this agreement, the Student Resident is ineligible to continue to reside in campus apartments unless the Student Resident is enrolled for at least the minimum hours each semester/summer session as previously stated. Student Residents living in Family Housing must be accompanied by their husband or wife, or must have at least one child residing with them. See Contract instructions and Regulations for more detailed eligibility information. Acceptance of this contract by the University DOES NOT constitute a commitment of admission to the University.

**Contract Term:** The University Apartments are to be occupied and used solely for private residential purposes for a term of one semester, two semesters or one or two summer terms as noted in the contract unless renewed or terminated as herein provided.

**Occupant Status:** Only the Student Resident(s) and legally dependant family members as identified on the Single Parent and Married Contract may occupy the apartment. All persons listed on the contract must reside in the assigned apartment for the term of the Contract. Any change in occupant status must be reported in writing to the Assistant Director of University Housing. A Resident will not be permitted to remain in Texas Woman's University Apartments if eligibility requirements are not being met by the Student Resident. The Student Resident agrees that the apartment will be occupied by the residents listed in the Single Parent and Married Housing Contract. No other residents are permitted. Persons not listed on the original contract may not stay for more than three consecutive days without written consent from the Complex Area Coordinator and not more than 15 days in any academic semester or both summer terms.

**Contract:** The Family Housing Contract is personal and may not be transferred or assigned to another person or persons. The Department of University Housing reserves the right to make all apartment assignments and to make any subsequent changes considered advisable or necessary.

**Application Fee And Deposit:** A \$25 nonrefundable application fee along with a \$100 apartment deposit must accompany the Married and Single Parent Student Housing Contract.

A. The \$100 apartment deposit will be refunded to the Student Resident upon satisfactory completion of the contract which includes checking out of the apartment properly, leaving it in good condition and clearing the Student Resident's account with the Bursar's Office. The condition of the apartment will be inventoried prior to Student Resident occupancy and again when the student checks out of the apartment. This inventory will be used to evaluate the condition of the apartment. Charges assessed against the Student Resident for such items as improper check-out, damages and/or cleaning fees will be deducted from the \$100 deposit. The remainder, if any, of the deposit will be credited to the student's university account. If the university account is paid in full and there are no outstanding university charges on the account, the Student Resident may request a refund. If charges should exceed the \$100 deposit, the additional fees will be charged against the Student Resident's account. To allow for processing and handling, all refunds referred to in this contract will be forwarded to the student via her/his TWU One Card within six weeks upon written request by the student resident to the Department of University Housing.

B. At the completion of the contract, the Student Resident has the option of requesting that her/his deposit be refunded or transferred to hold an apartment for the following semester or academic year. If the Student Resident requests a deposit refund and later wishes to reapply for a campus apartment, the student must resubmit the \$25 non-refundable application fee and the \$100 room deposit along with the Family Housing Contract. NOTE: If charges are assessed against the Student Resident at the completion of the contract and the student wishes to transfer her/his deposit for 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.

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

**Rent Payments:** The first month's rent is prorated based on the effective move-in date and is due at the time of occupancy. (If the resident moves in after the 15th of the month, the initial payment will include the remainder of the month plus the next full month.) Each succeeding monthly payment is due on the first day of the month. Rent is considered in arrears if not paid by the fifth working day of the month for which it applies. The Student Resident will pay the monthly rental to the Bursar's Office on the Denton Campus. Student Residents with unpaid accounts by the 20th of the month may be advised in writing that the contract will terminate at the end of the month and if the account remains unpaid, the Student Resident may have to vacate her/his apartment. Any alternate arrangements for payment must be made in writing with the Housing Office in advance. If a request for alternate arrangements is made as a result of Financial Aid, written verification from the Financial Aid Office will be required.

**Dates of Occupancy:** An apartment reservation will not be held beyond 48 hours from the occupancy date specified to the new Student Resident by the Department of University Housing. No credit will be given for the period the space is held unoccupied. The contract period will be for one or two semesters, after which time a new contract may be made if the resident is a continuing student at Texas Woman's University. The ending date for withdrawal from any semester is the date that the halls officially close. The move-in date for any semester is the official date the halls open and is the date that the rent begins. Special permission may be granted for a move-in date prior to the beginning of the semester and the rent will be prorated from that particular date.

**Care of Apartment and Equipment:** Authorized representatives of the University shall have the right to enter any apartment at any time for the purpose of inspection, maintenance, insect extermination, or response to an emergency. The Student Resident shall be responsible for all damage to University property during her/his time of occupancy.

**Washers, Dryers, and other large appliances:** Washing machines and dryers are located in the laundry room of each building for residents' use and convenience. The apartments are not equipped to accommodate washers or dryers and these are not permitted. Stoves, refrigerators, and dishwashers other than those furnished by Texas Woman's University are not permitted. Violation of these rules can result in termination of the apartment contract.

**Loss of Property:** The Student Resident shall be responsible for the security of her/his own property. It is agreed that the University is not responsible for theft, damage, or other loss of money, valuables or personal effects of any resident. The Student Resident is urged to obtain renter's insurance. The Student Resident agrees that any personal effects, valuables or other property left in the apartment or in a storage area after the expiration of the contract's rental period will be considered abandoned property and may be disposed of through sale, donation, or in such other manner as the University in its sole discretion may determine.

**Vacating Premises:** Apartments must be vacated once the apartment has been inspected and checkout completed. All apartments will be inspected before deposit return can be issued by the Department of University Housing.

**Cancellation Provisions:** Cancellation or petitions to cancel contract, and other notices must be submitted in writing to the Department of University Housing, P. O. 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) will constitute the basis for determining compliance with deadlines.

A. Cancellation prior to occupancy will take place when written notification of desire to cancel is received by the Department of University Housing Office, at least one month (30 days) before the contract initially becomes effective.

B. If enrollment does not take place and if the Department of University Housing Office has not been notified in writing thirty days before the contract initially becomes effective, the contract will be suspended and the \$100 deposit will be retained by the University.

C. If proper cancellation information is given to the Department of University Housing Office and the student should decide to enroll later during the period of initial contract and desires housing, the \$100 deposit should be forwarded to the Department of University Housing Office. The Family Housing Contract and the \$25 nonrefundable application fee already on file will be applied to the remainder of the contract period, if space is available. NOTE: If a refund is due the effective date of any refund will be the actual date the Student Resident officially checks out of the apartment. Cancellation of the contract after occupancy will result in the loss of the \$100 deposit.

D. Cancellation of the contract after occupancy will result in the loss of the \$100 deposit, a per day charge for the period of occupancy, and a contract breakage fee equivalent to one month's rent.

E. An early termination of the contract after occupancy without any financial penalty will be given only to a Student Resident who registers to student teach or will be participating in a departmental internship or affiliation away from campus. Upon confirmation of the same, the Student Resident will be released from the contract when her/his student teaching or internship is scheduled to begin. A per day charge for apartment rent will be assessed for the number of days actually assigned.

**Procedure for Canceling by the University After Occupancy:** The University may cancel the contract if the Student Resident fails to meet the full terms and conditions stated herein or for violation of University or residence hall regulations as stated in the **Student Handbook**, **Residence Life Handbook**, or regulations which are made a part of this contract by reference. Cancellation of the contract for the above reasons may result in the eviction of the Student Resident upon three days notice, except where the University determines that the continued residency of the Student Resident would pose a danger to the life, limb, health, or general well-being of other members of the residential community, in which event the Student Resident may be evicted upon 24 hours notice. The Student Resident will be charged the daily apartment rate through the date of official check-out. NOTE: All apartments will be inspected before a clearance will be issued by the residence hall staff. Student Residents will be assessed for all damages to apartments and furnishings. Any Student Resident who does not check out properly will be assessed an improper check-out fee which may include a fee for any key not returned at check-out.

**Pets:** The University does not permit pets of any kind in University apartments and/or around University premises, except for fish aquariums (maximum of 10 gallons). Failure to comply with this provision can result in immediate termination of the contract and forfeiture of the deposit.

**Assigned Accommodations Unavailable:** In the event that the accommodations assigned to the Student Resident are destroyed, damaged, 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 Resident.

**Health and Safety Responsibilities:** When a Student Resident's apartment is determined by the University Housing officials to be in such a state as to pose a health or safety risk, the Student Resident will be given 24 hours to clean the apartment and rectify the situation. If this is not done, the University may take necessary steps to remove the risk and charge the student accordingly or the rental may be terminated and the student evicted. If the situation should reoccur, eviction may then take place.

**Supervision of Children:** Children under 12 years of age must be supervised at all times.

**Actions by Family Members and Guests:** Student Residents are responsible for the action of their children and other family members and/or guests. Harassing or disruptive behavior on the part of family members (children, spouse, or guest) or actions which adversely effect residents or others, may result in disciplinary action including eviction.

**Furnishings:** Apartment furnishings may not be removed from the apartment(s) in which they are inventoried. Upon checking out of the hall, all apartment furnishings should be in a condition similar to that documented at the time of check-in.

**Keys:** Keys will be issued to the Student Resident upon arrival at the beginning of the occupancy period. Keys cannot be transferred or given to other persons. Extra keys will not be given out nor may a Student Resident duplicate a key. Lost keys must be reported immediately to the Residence Hall Office. Stolen keys, keys said to be mislaid temporarily, and keys not returned at the end of the occupancy period or at the time of move-out will be considered lost keys. In all cases when an apartment key is lost, the core of the lock will be changed and new keys will be issued. The Student Resident will be charged for the cost of the core and cutting keys.

**Tampering with Fire Equipment:** Tampering in any way with residence hall smoke detectors, fire alarms, sprinklers, and fire equipment is prohibited. Disciplinary action up to and including dismissal from the University and eviction from the apartment may result.

**Candles and Incense:** Candles and incense can present a fire and safety hazard and therefore are not permitted in campus apartments.

**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.

**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.

**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 in the University Housing Office 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 in 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.

**Texas Woman's University** is an Equal Opportunity University complying with federal requirements prohibiting discriminatory activities.