

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 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.