



TEXAS WOMAN'S UNIVERSITY™

REQUEST FOR PROPOSAL

RFP Number: RFP-731-24-006-JC

Off-Campus Student Housing

**PROPOSALS MUST BE RECEIVED BEFORE:
January 31, 2024 at 2:00 PM**

NOTE: ONLY PROPOSALS SUBMITTED ONLINE WILL BE ACCEPTED.
Proposal must be submitted online in TWU's electronic bidding portal
<https://www.bidnetdirect.com/texas/twu>
before the hour and date specified for receipt of proposal.

Online bidding system closes at exactly 2:00 PM. Please allow sufficient time to upload your documents. Late submittals will not be accepted.

Proposals will be received online until the date and time established for receipt. After receipt, only the names of proposers will be made public. Prices and other proposal details will only be divulged after the award of a Contract, if one is made.

SUBMIT ONLINE RESPONSES TO:

<https://www.bidnetdirect.com/texas/twu>

TABLE OF CONTENTS

SECTION 1	GENERAL INFORMATION	4
	1.1 Introduction	
	1.2 Information about Texas Woman's University	
	1.3 Mission Statement	
	1.4 Scope of Goods and/or Services	
	1.5 Term of Award	
	1.6 Schedule of Events	
	1.7 TWU's Right to Reject	
	1.8 Historically Underutilized Business (HUB) Firms	
	1.9 Definitions/Glossary of Terms	
SECTION 2	PROPOSAL REQUIREMENTS AND PROCEDURES	11
	2.1 Questions by Proposers	
	2.2 Communications with TWU Personnel	
	2.3 Proposal Formatting and Presentation Requirements	
	2.4 Submittal Instructions for Proposals	
	2.5 HUB Subcontracting Plan	
	2.6 Right to Modify, Rescind, or Revoke RFP	
	2.7 Signature and Certification of Proposer	
	2.8 Compliance with Applicable Laws, Regulations, Ordinances, Board of Regents Policies, TWU Policies and Procedures	
	2.9 Compliance with RFP Requirements	
	2.10 Binding Effect of Proposal	
	2.11 Right of Rejection	
	2.12 Use and Disclosure of Information	
	2.13 Extension of Pricing and Terms & Conditions	
	2.14 Withdrawal or Modification	
	2.15 Risk of Loss, Damage, Delay	
	2.16 Proposal Opening	
SECTION 3	PROPOSAL CONTENTS	15
	3.1 Objectives	
	3.2 Project Details	
	3.3 Mandatory Requirements/Conditions	
	3.4 Preferred Requirements/ Conditions	
	3.5 Delivery and Inspection	
	3.6 Invoicing and Payment	
	3.7 Compensation and Fees	
	3.8 Alternate Proposals	
SECTION 4	EVALUATION CRITERIA FOR AWARD	20
	4.1 Evaluation Process	

- 4.2 Proposer's Acceptance of Evaluation Methodology
- 4.3 Evaluation Criteria and Weights
- 4.4 Consideration of Additional Information
- 4.5 Oral Presentations/Interviews
- 4.6 Award Process
- 4.7 Best and Final Offer
- 4.8 Award of Contract
- 4.9 Proposer/Vendor Protest

SECTION 5 PROPOSER'S QUESTIONNAIRE 22

SECTION 6 GENERAL TERMS AND CONDITIONS 23

- 6.1 Publicity
- 6.2 Independent Vendor Status
- 6.3 Subcontractors
- 6.4 Insurance Requirements
- 6.5 Acceptance of Products and Services
- 6.6 Infringement of Patents and Copyrights
- 6.7 Taxes
- 6.8 Technology Access
- 6.9 Federal Funding
- 6.10 Time of Performance
- 6.11 Default
- 6.12 Termination
- 6.13 Contract Requirements
- 6.14 Access to Documents
- 6.15 Right to Audit
- 6.16 Non-Disclosure
- 6.17 Severability
- 6.18 Non-Waiver of Defaults
- 6.19 Assignment
- 6.20 Texas Public Information Act
- 6.21 Registration of Sex Offenders
- 6.22 Indemnification
- 6.23 Governing Law
- 6.24 Dispute Resolution
- 6.25 Warranties
- 6.26 Disclosure of Interested Parties
- 6.27 Texas Agency Required Certifications

SECTION 7 EXECUTION OF OFFER AND AFFIRMATIONS 33

ATTACHMENTS – Master Lease Agreement Template; Res-Life Handbook

SECTION 1 GENERAL INFORMATION

1.1 Introduction

Texas Woman's University ("TWU") is seeking competitive responses to a Request for Proposal ("RFP") for a Master Lease Agreement with one or more Denton property owners or managers to provide Off-Campus Student housing for up to 300 undergraduate students. This RFP provides sufficient information for interested parties ("Proposers") to prepare and submit Proposals for consideration by TWU. Additional information may be made available by written request to the point of contact indicated provided on the RFP coversheet.

The Proposal should be prepared simply and economically, providing a straightforward, concise description of the Proposer's ability to meet the requirements of this RFP. Emphasis should be on completeness, clarity of content, responsiveness to the requirements, and an understanding of TWU's needs.

By submitting a Proposal, the Proposer certifies that it understands this RFP and has full knowledge of the scope, nature, quality, and quantity of the work to be performed, the detailed requirements of the Services to be provided, and the conditions under which the Services are to be performed. The Proposer also understands that all costs relating to preparing and responding to this RFP will be the sole responsibility of the Proposer. If selected by TWU, the Proposer will notify TWU immediately of any material change in any matters with regard to which the Proposer has made a statement or representation or provided information.

Proposers are cautioned to read the information contained in this Request for Proposal (RFP) carefully and to submit a complete response to all requirements and questions as directed.

1.2 Information about Texas Woman's University

Founded in 1901 as a college for women, the university has grown its mission of serving marginalized populations in higher education over the past 122 years and is recognized as one of the most ethnically diverse student bodies in the nation. In addition to its distinctive position as the nation's only university system with a woman-focused mission, it is known for its contributions and leadership in the fields of education, nutrition, the arts, sciences, business, nursing, and health care professions. Students have described their experience on the picturesque, flagship Denton campus as "a private feel at a public cost."

Texas Woman's faculty and staff are passionate defenders of an experiential teaching and learning environment— "we learn to do by doing"—where they provide students with opportunities to engage in campus, workplace, and community activities that can help shape their sense of purpose, their appreciation for building quality personal and professional relationships, and their grit to stand up against life's challenges.

Now that the state established the overarching system designation, the university is beginning to operationalize a plan to form independent universities for its three geographically dispersed campuses—health science centers in each of Houston and Dallas and its main campus in Denton, 40 miles north of Dallas on the northern edge of the DFW Metroplex. Each campus is located within some of the fastest growing municipalities in the nation. As a whole, the university has a \$1.8 billion annual economic impact on the state.

Colleges and Academic Programs

The **College of Arts and Sciences**, with more than 5,000 students, is the largest of the five colleges at Texas Woman's. It offers most of its programs on the Denton campus. Areas of study include arts,

humanities, social sciences, natural sciences, mathematics, and computer science. The **College of Health Sciences** offers programs in Denton, Dallas, and Houston as well as online. Its academic programs include the School of Occupational Therapy, the School of Physical Therapy, and programs in communication sciences, dental hygiene, health studies, kinesiology, and nutrition and food sciences. The **College of Nursing** offers programs on all three campuses, including undergraduate, master's, and doctoral programs. The **College of Professional Education** includes programs in library and information sciences, family sciences, teacher education, and reading. Texas Woman's newest college, the **College of Business**, offers programs in accounting, business administration, finance, management, human resource management, marketing, and healthcare administration through convenient modalities, including seven-week terms.

The university offers 120 undergraduate and graduate degrees (bachelor's: 46, master's: 52 and doctoral: 22) in traditional, online, and hybrid formats. It is the only public, general academic university in Texas to offer doctoral degrees in occupational therapy, physical therapy, dance, and multicultural women's and gender studies. Approximately one in ten of the university's students are men, who have been admitted to the university's health science programs since 1972 and all undergraduate programs since 1994.

Athletics

Pioneer student-athletes boast over 81 consecutive semesters with a collective GPA of 3.0 and higher, demonstrating their commitment to academics. At the same time, the Pioneers have achieved 12 national titles in gymnastics, one in softball, and can count more than 32 Academic All-American athletes across five NCAA Division II sports—basketball, gymnastics, soccer, softball, and volleyball. The university recently added four new competitive sports teams including artistic swimming, dance, STUNT, and wrestling. TWU Athletics add a richness and depth of pride to campus life.

Chancellor Feyten started #campuswithaheart to spotlight the Texas Woman's culture that insists on excellence in academics, facilities, services, and learning outcomes that maximize opportunities for all students. The focus on health and wellbeing in her five-year strategic plan bolsters a 'whole-person' education element empowering graduates to thrive in an ever-changing global economy. She has championed infrastructure projects; belonging initiatives, including greater intentionality focused on serving various identities; philanthropic engagement, more than tripling the value of TWU Foundation assets and shepherding both the largest single gift in university history and the largest total investment from an individual—the two totaling more than \$35 million. With over \$17 million in public and private funds, she led an initiative to found the Jane Nelson Institute for Women's Leadership including centers with a statewide scope on women entrepreneurs and women in politics and public policy.

Points of Pride

In its more than 120 years, the university has achieved national acclaim in a number of academic programs, from nursing and nutrition to physical therapy, occupational therapy, and library and information studies. After creating the state's first home economics labs in the early 1900s, university nutrition faculty led **bone density research with NASA** during the first space missions. The university also was the **first university in Texas** to offer a Culinology® degree program, which provides students an opportunity to combine both culinary arts and food science training. This certification program provides the food industry with product development employees.

Texas Woman's faculty developed the treatment model now taught globally in occupational therapy. It is the only university in the state to offer adapted physical education master's and doctoral degree specializations. In addition, the university is home to Texas' first TeachLive™ lab, where teacher candidates practice their skills on student avatars.

Texas Woman's provides access to one of **only 12 Reading Recovery university training centers** and the only Reading Recovery Spanish language intervention training center in the country. Reading Recovery is the world's most widely researched intervention for young children having extreme difficulty with early literacy learning.

Nine women who taught visual arts at the university from the 1920s through the 1970s are considered the "Pioneers of Modernism" in Texas. Today, Texas Woman's visual arts faculty and students continue to receive national recognition for their work. The university also established Texas' first department of music in 1915, and a century later, Texas Woman's music students perform across the nation, including at the Kennedy Center and Carnegie Hall.

The **music therapy program** is the oldest ongoing program in Texas and one of the first programs of its kind in the United States. Promising external national research suggests that music therapy may have a role to play in minimizing the effects of stroke and helping to improve stroke patients' quality of life. For more than 30 years, **The TWU Stroke Center** has been at the forefront of research and the rehabilitation of stroke and traumatic brain injury. The center, located on the Dallas campus, evaluates and develops new treatment regimens to improve speech, language, cognition and motor outcomes – at no cost to qualified patients.

Supervised by faculty, TWU's graduate students have opportunities in The Stroke Center - Dallas to gain experience working with individual clients, assessing their communication needs, outlining a plan of care and providing outpatient services. Services include speech and language therapy, physical therapy, occupational therapy assessment and intervention and psychosocial counseling.

Texas Woman's **faculty research, often conducted with undergraduate students**, affects the lives of Texans and others. Whether it is developing programs to reduce violence against women around the world, working with veterans and their families, expanding access for children with autism or identifying more effective ways to treat cancer cells, faculty are working to improve lives and make a difference.

The median first-year earnings of Texas Woman's bachelor's degree graduates are one of the highest among Texas public universities. Some 85% of bachelor's degree graduates are employed or enrolled in graduate school within one year of graduation. Over half of the undergraduate students are first-generation college students to which one alumna remarked: "you have not just changed my life, but my children's lives and all the generations that follow."

The university takes pride in providing students with a whole person educational experience. Its focus on service, health and wellbeing, respect for diversity in all dimensions (*U.S. News & World Report* ranks the university **fourth in the nation for diversity**) and a safe campus environment (Texas Woman's is **among the safest campuses in the nation**) are among the hallmarks of a Texas Woman's education. The university also recognized as one of the **best in Texas for students with children** and nationally recognized as **Military Friendly®**. Additionally, the university appears on the *U.S. News & World Report* **Social Mobility** list for national universities, which measures graduation rates of students who received federal Pell grants.

The publication also recognizes Texas Woman's online graduate nursing and education degrees as being among the nation's best and ranked specific master's programs in nursing education and family nurse practitioner among **the country's top 10**. In 2020, California education nonprofit Educate to Career announced TWU as a top university for its ability to provide a **quality education during the economic crisis brought on by the coronavirus pandemic**.

In 2015, the university established two new institutes that have gained important traction. The **Jane**

Nelson Institute for Women's Leadership has three centers focused on helping Texas achieve its goal of being No. 1 in the United States for women entrepreneurs, enabling women leaders in politics and public policy, and encouraging and developing student leaders. This institute leverages Texas Woman's collections of women's history— including its designation as the home of the Texas Women's Hall of Fame and the national repository and research center for the Women's Airforce Service Pilots (WASP) archives. It also houses the Sue S. Bancroft Leadership Hall, which serves as an archive and interactive learning center featuring Texas women in politics.

The **Woodcock Institute for the Advancement of Neurocognitive Research and Applied Practice** pursues interdisciplinary research into the cognitive profiles of individuals with diagnosed exceptionalities (learning disabilities, neuropsychological conditions, behavioral and psychiatric disorders, and giftedness).

1.3 Mission Statement

Texas Woman's University cultivates engaged leaders and global citizens by leveraging its historical strengths in health, liberal arts, and education and its standing as the nation's largest public university primarily for women. Committed to transformational learning, discovery, and service in an inclusive environment that embraces diversity, Texas Woman's inspires excellence and a pioneering spirit

1.4 Scope of Goods and/or Services

TWU is seeking Proposals from one or more responsive and responsible Proposer(s) for Off-Campus Student Housing. TWU will execute a Master Lease Agreement with one or more Denton property owners or managers who will provide student housing for up to 300 undergraduate students. It is preferred that the housing will be situated close to the Denton TWU campus.

1.5 Term of Award

The term for an awarded Contract under this RFP is anticipated to begin on the date of the last signature, and to expire two (2) years from that date. Unless terminated earlier pursuant to the Contract terms, any Contract may be renewed for up to three (3), one (1) year Renewal terms upon mutual agreement of the parties, to be evidenced in writing sixty (60) days prior to the expiration date of the initial or then current renewal term.

Automatic renewals shall not be utilized unless approval is obtained from the Board of Regents outside of an original four year term. The contract will require a termination without cause provision of sixty (60) days or less.

1.6 Schedule of Events

TWU will make a good faith effort to follow the timeline below for evaluating, negotiating and issuing an award:

Distribution of RFP	12/21/2023
Deadline for Submission of Written Questions.....	1/12/2024 5:00 PM CT
Responses to Questions Submitted.....	1/19/2024 5:00 PM CT
Deadline for Submission/Delivery of Proposals.....	1/31/2024 2:00 PM CT
Evaluation of Proposals	2/02/2024
Award Recommendation.....	2/19/2024

* All dates are tentative and subject to change

1.7 TWU's Right to Reject

This RFP does not commit TWU to select a proposer or to award a Contract to any proposer. TWU reserves the right to accept or reject, in whole or in part, any proposal it receives pursuant to this RFP. Proposals which are qualified with conditional clauses or alterations or items not specified in the RFP documents, or irregularities of any kind, are subject to disqualification by TWU at its option. If TWU receives fewer than three proposals, TWU has the right to reissue this RFP in order to gain additional competitive proposals.

1.8 Historically Underutilized Business (HUB) Firms

TWU endeavors to promote full and equal opportunity for businesses to supply TWU with goods and/or services that are necessary to support TWU's educational mission. In this regard, TWU commits to select Proposers in accordance with (i) TWU needs, (ii) TWU resources, (iii) HUB goals and guidelines established by the Texas legislature and Statewide Procurement Division (SPD), and (iv) TWU policies and procedures for contracting with HUBs, specifically URP I.13.a Historically Underutilized Businesses. Proposers shall allow TWU full access to documentation relating to its HUB program and any HUB Subcontracting plans. Failure to comply with any provision of the state or University's HUB regulations may result in immediate cancellation of any Contract.

1.9 Definitions/Glossary of Terms

Addendum: A written change, addition, alteration, correction, or revision to a Solicitation document or a Contract.

Amendment: An agreed addition to, deletion from, correction, or modification of a Contract signed by all authorized parties. An Amendment may include a renewal or extension of a Contract.

Assignment: An authorized legal transfer of contractual rights from one party to another party.

Award: The act of accepting a bid, proposal or offer; thereby resulting in a Contract or Purchase order between TWU and the Proposer.

Best Value: Factors to be considered in determining best overall value for TWU in accordance with [Texas Education Code §51.9335 \(b\)](#).

Best and Final Offer (BAFO): The result of final negotiations with responsive Proposers during the RFP process.

Comptroller: The Texas Comptroller of Public Accounts.

Conflict of Interest: A Conflict of Interest refers to a situation in which an employee's financial, professional, or other personal considerations may directly or indirectly affect, or have the appearance of affecting, the employee's judgment in exercising any duty or responsibility, including the conduct or reporting of research, owed to the Institution.

Consultant: An individual or firm that provides Consulting Services to an Institution and does not involve the traditional relationship of employer and employee [Texas Government Code § 2254.021](#).

Contract: A legally binding written agreement executed between TWU and a third party in which the parties agree to perform in accordance with the obligations therein. Contracts include, but are not limited to: letter agreements, co-operative agreements, memorandums of understanding (MOU), Interagency Contracts, Interlocal Contracts, easements, licenses, leases, and Purchase Orders.

Contract Administration: Following the award of a Contract, the department level actions to oversee full compliance with all of the terms and conditions contained within a Contract.

Contract Administrator: The Contract Administrator is the department level individual responsible for adherence to all provisions contained within a Contract and for managing the performance of a Contract.

Contractor: An entity or individual that has a Contract to provide Goods or Services to TWU. For the purposes of this RFP, Contractor is used interchangeably with the term "Proposer".

Escalation Clause: A provision in a Contract that allows for increasing or decreasing the Contract price for Goods or Services in step with market prices, an agreed-upon benchmark such as the consumer price index (CPI), or when maintenance and operating costs increase or decrease.

Fiscal Year (FY): The twelve-month period starting September 1 and closing on August 31 covered by the State's annual budget.

Negotiations: Conferring, discussing, or bargaining to reach a mutual agreement between two or more parties.

Opening Date: The date and time, after submission of Proposals, when sealed Proposal Responses are opened.

Procurement (Procure): Purchasing, renting, leasing, or otherwise acquiring any Goods or Services, including all functions that pertain to the acquisition through Contract Close-out.

Proposal: A Response to a Request for Proposals (RFP) and intended to be used as a basis to negotiate a Contract award.

Proposer: An entity submitting a Proposal to a Request for Proposal. The term includes anyone authorized to act on behalf of the individual or other entity that submits a Proposal, such as agents, employees, and representatives.

Purchase Order: A signed written acceptance of an offer from a vendor. A purchase order may serve as the legal and binding Contract between parties.

Renewal: The process where an existing Contract is renewed for an additional time period in accordance with the terms and conditions of the original Contract.

Request for Proposal (RFP): A Solicitation requesting submittal of a Proposal in response to the required Specifications and usually includes some form of a cost Proposal. The RFP process allows for Negotiations between a Proposer and the issuing Institution.

Responsive: The Proposer has complied with all material aspects of the Solicitation, including submission of all required documents in accordance with the Specifications.

Scope of Work (or "SOW"): A detailed, written description of the conceptual requirements contained within the Specifications.

Scoring Matrix: A chart used to document the evaluation criteria of a Proposal.

Service(s): The furnishing of labor, time, and effort by a Contractor or Auxiliary Enterprise, including for

a Construction Project, which may involve to a lesser degree, the delivery or supply of products.

Solicitation: A method or process used to obtain Responses for the purpose of gathering information or entering into a Contract.

Solicitation Conference: A meeting chaired by the Procurement Services Office which is designed to help potential Proposers understand the requirements of a Solicitation. May also be known as a Pre-proposal Conference.

Specification(s): Description of the requirements for Goods or Services including the Scope of Work, to be fulfilled by a Contractor.

Subcontractor: An individual or business entity retained by a Contractor to perform part of a Contractor's duties under a Contract.

Vendor: A supplier of goods and/or services that is awarded and contracts with TWU.

Vendor Debarment: The status of any Vendor who is debarred from conducting business with an Institution by either the Texas Comptroller or the federal government. Debarment protects the State from risks associated with awarding Contracts to Vendors who have exhibited an inability or unwillingness to fulfill contractual requirements or who have displayed improper conduct. Debarment may include a Vendor's successors-in-interest. Debarment does not relieve the Vendor from responsibility for fulfilling existing obligations.

SECTION 2 PROPOSAL REQUIREMENTS AND PROCEDURES

2.1 Questions by Proposers

Questions must be submitted in writing by the date indicated in the section entitled "Schedule of Events." The questions, written TWU response, and addenda related to the RFP, if any, will be posted on the State of Texas Electronic State Business Daily (ESBD) website <http://www.txsmartbuy.com/sp>. Only those replies to inquiries which are made by formal written addenda shall be binding. Oral and other interpretations or clarification will be without legal effect. If TWU determines a question has been sufficiently answered in the RFP, the inquiring proposer will be referred to the relevant section of the RFP. **Note: It is the responsibility of the Proposer to check the ESBD website for any and all addenda posted for this RFP.**

Questions must be emailed to the following purchaser:

Jamie Cogdell, CTPM
Twubids@twu.edu
Texas Woman's University
Procurement and Contract Services

2.2 Communications with TWU Personnel

Except as provided in this RFP and as otherwise necessary for the conduct of ongoing TWU business operations, proposers are expressly and absolutely prohibited from engaging in communications with TWU personnel who are involved in any manner in drafting of the RFP, in the review and/or evaluation of the Proposals, selection of a proposer, in selection of a Contractor, or negotiation or formalization of a Contract. If any proposer engages in conduct or communications that TWU determines is contrary to the prohibitions set forth in this section, TWU may, at its sole discretion, disqualify the proposer and withdraw the proposer's proposal from consideration.

2.3 Proposal Formatting and Presentation Requirements

2.3.1 The Proposal itself must contain all the components in the following order:

- Background of the proposer;
- Proposer's responses to the section entitled "Questionnaire";
- Schedule of costs and fees;
- Scope of work, including a program overview;
- Insurance and bonds (if requested);
- HUB subcontracting plan (***required*** for proposals valued at \geq \$100,000);
- W9; and
- Signed Affirmations and Conflict of Interest.

2.3.2 The Proposal must include a table of contents, which should contain sufficient detail to facilitate easy reference to the sections of the Proposal.

2.3.3 Preprinted material should be referenced in the proposal and included as labeled attachments, provided as a separate section of the proposal and clearly identified in the table of contents

2.3.4 All pages are to be typed on 8 ½ x 11-inch paper and numbered sequentially.

2.4 Submittal Instructions for Proposals

- 2.4.1 The Proposals must be signed by the responding company's official authorized to commit such Proposals. **Failure to sign the Execution of Offer will be basis for Proposal disqualification.**
- 2.4.2 All proposals must be submitted/or received no later than the date and time indicated in the section entitled "Schedule of Events."
- 2.4.3 Proposers must verify that all components referenced in 2.3.1 have been attached and submitted.

2.5 HUB Subcontracting Plan

TWU has determined that there are subcontracting opportunities. The Proposer must include a subcontracting plan for any Proposal anticipated to result in a Contract exceeding \$100,000, even if the Proposer intends to self-perform. Supporting documentation must be submitted with the subcontracting plan. Credit can be received for first and second tier (subcontractors of subcontractors).

For assistance with preparation of the subcontracting plan, email TWUbids@twu.edu.

A HUB Subcontracting Form **must** be completed and returned with any proposal to be considered responsive if TWU has determined there is a possibility of subcontracting.

HSP forms can be found at <https://comptroller.texas.gov/purchasing/vendor/hub/forms.php>. Additional information about the State of Texas HUB requirements is available on the Texas Comptroller's website under the "Historically Underutilized Business (HUB) Program" link <https://comptroller.texas.gov/purchasing/vendor/hub/>

TWU is relying upon the Proposer's expertise to fully identify subcontracting opportunities that best align with their organization and this procurement request. Proposers, who intend to subcontract, are responsible for identifying all areas that will be subcontracted. In accordance with 34 TAC §20.11, a subcontractor means a person who contracts with a prime contractor to work, to supply commodities, or contribute toward completing work for a governmental entity.

2.6 Right to Modify, Rescind, or Revoke the RFP

TWU reserves the rights to modify, rescind, or revoke this RFP in whole or in part at any time prior to the date on which the authorized representative of TWU executes a Contract with the selected Proposer.

2.7 Signature and Certification of Proposer

The Proposal must be signed and dated by a representative of the Proposer who is legally authorized to bind the Proposer to the terms and conditions contained in this RFP and to compliance with the information submitted in the Proposal. Each Proposer submitting a Proposal certifies to both (a) the completeness and accuracy of the information provided in the Proposal and (b) the authority of the individual whose signature appears on the Affirmations and Conflict of Interest to bind the Proposer. Proposals submitted without the required signature shall be disqualified.

2.8 Compliance with Applicable Laws, Regulations, Ordinances, Board of Regents Policies, TWU Policies and Procedures

By submitting a Proposal, the Proposer agrees to and shall comply with all applicable local, state, and

federal laws and regulations, as well as with all applicable policies and procedures of Texas Woman's University.

2.9 Compliance with RFP Requirements

By submitting a Proposal and by signing the Affirmations and Conflict of Interest, the Proposer agrees to be bound by the requirements set forth in this RFP, TWU's General Terms and Conditions contained in the RFP, all of which will be incorporated into and be made a part of any Contract awarded by TWU. TWU, at its sole discretion, may disqualify a proposal from consideration if TWU determines a proposal is non-responsive and/or non-compliant in whole or in part with the requirements set forth in this RFP.

2.10 Binding Effect of Proposal

Unless otherwise agreed in writing signed by Chief Procurement Officer, each Proposer agrees to and shall be bound by the information and documentation provided with the proposal, including prices quoted for services. Proposals are to be valid for TWU's acceptance for a minimum of 270 days from the submittal deadline date to allow time for evaluation, selection, Negotiations, and any unforeseen delays. Proposals, if accepted, shall remain valid for the duration of the Contract.

2.11 Right of Rejection

A proposal consisting of only alternate Services (i.e., a proposal that offers Services different from those requested by this RFP and is not otherwise invited) may be considered non-responsive by TWU and is subject to rejection.

2.12 Use and Disclosure of Information

Proposers acknowledge that TWU is an agency of the State of Texas and is therefore required to comply with the [Texas Public Information Act](#). If a proposal includes proprietary data, trade secrets, or information the Proposer wishes to except from public disclosure, then the Proposer must specifically label such data, secrets, or information as follows: "PRIVILEGED AND CONFIDENTIAL – PROPRIETARY INFORMATION." To the extent permitted by law, information labeled by the Proposer as proprietary will be used by TWU only for purposes related to or arising out of the (a) evaluation of proposals, (b) selection of a Proposer pursuant to the RFP process, and (c) negotiation and execution of a Contract, if any, with the Proposer selected.

If the proposer marks the whole Proposal or substantive portions of the Proposal as confidential, TWU in its sole discretion may declare the proposal non-responsive.

By submitting a Proposal, Proposer hereby grants a limited license to reproduce the Proposal in order to comply with any legal requirement including but not limited to the Texas Public Information Act and legislative budget board requirements.

2.13 Extension of Pricing and Terms and Conditions

Proposers are requested to extend the pricing and all terms and conditions offered in their proposal to state agencies listed as institutions of higher education as defined by Section 61.003, Education Code, as well as other State of Texas "Certified," public educational entities. In the event an award is made, the individual agencies may or may not elect to use the Contract.

2.14 Withdrawal or Modification

No proposal may be changed, amended or modified after it has been submitted or filed in response to this

solicitation, except for obvious errors in extension or as part of the negotiating process which are approved by the Chief Procurement Officer. However, a proposal may be withdrawn and resubmitted any time prior to the time set for receipt of proposals. No proposal may be withdrawn after the submittal deadline without approval by TWU, which shall be based on Proposer's submittal in writing of a reason acceptable to TWU.

2.15 Risk of Loss, Damage, Delay

Proposer acknowledges and agrees to release and hold harmless TWU, its campus components, Board of Regents, officers, employees, agents and personnel, from and against any and all claims, liability, damages and costs, including court costs and attorneys' fees, arising out of or pursuant to submission or delivery of the proposal or failure to submit or deliver the proposal to Procurement and Contract Services at Texas Woman's University, as designated in the submittal instruction sections of this RFP.

2.16 Proposal Opening

Proposals will be opened online after the deadline. For convenience, Proposers wanting a list of proposals submitted can email the TWU contact person listed in section 2.1 after the opening. All submitted proposals become the property of TWU after the RFP submittal deadline/opening date and will not be returned.

SECTION 3 PROPOSAL CONTENTS/DETAILS

3.1 Objectives

TWU is seeking proposals from responsive and responsible proposer(s) for a Master Lease Agreement with one or more Denton property owners or managers with properties situated close to the TWU Denton campus. The initial term of the Agreement would be two (2) years, in accordance with the requirements/conditions set forth in the Sealed Proposal Request No. RFP-731-24-006-JC.

The Contract is based on this RFP, the Proposal, and the Proposer's technical specifications supporting it.

3.2 Project Details

TWU Housing and Dining is looking to acquire off-campus student housing to accommodate overflow of on-campus living. Preference will be given to owner(s) who can accommodate the students all at one building or in close proximity of each other. TWU housing staff must have access to all units listed in the proposal by July 1, 2024. If this is not possible, an explanation must be provided in the proposal as to when available. The typical student lease term (move-in) will be mid-August, 2024 through (move-out) mid-May, 2025. Units will remain available for rollover occupancy and summer occupancy.

TWU will consider leasing with one (1) or more apartment/housing complexes for up to a total of 300 bedrooms with no fewer than 30 bedrooms at any property. The units must be standard apartment size with private bedrooms. A standard apartment unit is considered to be a unit with full kitchen including standard-size appliances, living room, at least one bathroom with tub/shower, and at least one bedroom. TWU will provide the required tenant proof of property rental insurance.

Arrangements will be made to view all properties meeting the requirements of this project after all responses have been received and scored by evaluation committee. Procurement will contact the top scored vendors to schedule a site tour, including any unit available. Site visits will be scheduled beginning-mid February.

TWU will review the public crime data for the property and vicinity of all bidders. This data will factor into the awarding of the bid. If tenant policies by the property conflict with TWU student conduct policies, the conflict will be addressed by Room Entry Process (see attached Residence Life Handbook – room entry page 38).

3.3 Mandatory Requirements/Conditions

- 3.3.1 Description of a standard unit, including all amenities, provided for each unit/building.
- 3.3.2 Distance to TWU Denton campus must be no more than 5 miles, preference is location close to campus.
- 3.3.3 Provide floor plans of the proposed units with details of units on an overall site plan.
- 3.3.4 Provide a description/site plan of the entire complex and all buildings. This should include a description of facility lighting, walkways, elevations, construction materials, photographs, elevators, emergency evacuation routes and assembly locations, fire alarm and sprinkler system, etc. if applicable. Note any features not available on site plan.
- 3.3.5 All units must have the following features:
 - 1. Door viewer on entry door.
 - 2. Smoke detectors within the unit.
 - 3. Blinds or window treatments for privacy.
 - 4. Standard size kitchen appliances (oven, stovetop, dishwasher, refrigerator).
 - 5. Heating and Air Conditioning controlled within the unit. Central a/c and heating

preferred.

- 3.3.5 Master lease will be negotiated between TWU and Owner/Manager. If there are additional residency contract requirements please explain requirements in response. Lease terms will be subject to negotiation and TWU will make no legal or financial commitment until a formal lease agreement is signed by an authorized contracting officer of TWU (see Master Lease Template attached).
- 3.3.6 Explanation of the registration and residency policy for emotional support animals as recognized by the Fair Housing Act. TWU students will not be permitted to have pets unless they are an emotional support animal as defined.
- 3.3.7 A 10-year catastrophic damage history of the proposed units, if applicable. This would include flood and fire damage history report.
- 3.3.8 Provide a description of the tenant mail and package process and services.
- 3.3.9 Provide a description of the tenant laundry facility services, including any applicable rates.
- 3.3.10 Parking must be available. Response to include information regarding tenant parking and policies. If parking is an additional tenant fee, explain and provide cost in the pricing proposal. TWU Public Safety will patrol apartment building parking lots and vehicles must have TWU parking decals purchased through TWU Parking office.
- 3.3.11 Provide information regarding security and safety features of the property and for each individual unit.
- 3.3.12 Describe availability of handicap accessible apartments and how amenities meet disability standards.
- 3.3.13 Wireless Internet within units must be provided by the proposer. Describe the type of internet provided. Wireless internet access to all apartments and individual rooms shall meet the minimum specifications:
- Internet bandwidth shall be equal to or greater than 100 Mbps down/10 Mbps up (per unit, up to 2 bedrooms) or 150 Mbps down/10 Mbps up (per unit, 3-4 bedrooms).
 - Wireless signal in each apartment shall be -67 dBm or stronger at 2.4 GHz in all four corners and the center of each bedroom and living area (excluding kitchens and bathrooms).
 - IEEE standard 802.11ax (Wi-Fi 6) shall be supported.
- 3.3.14 Maintenance/Make-Ready: Before the occupancy of a unit by a student, respondent/owner will make the units move-in ready, at owners expense, in accordance with TWU student housing standards (see attached Resident Life Handbook for TWU housing standards). Owner to provide day-to-day maintenance and shall be responsible for building services including maintenance, repairs, landscaping, pest control and trash removal. Response to maintenance and repairs calls must be addressed within 48 hours (2 business days) of the request. If more time is required, a written explanation must be provided to TWU Housing & Dining.
- 3.3.17 Custodial services: Owner/Manager shall be responsible, at their expense, for cleaning of units, both partial occupancy and complete units, after a student moves out. Custodial services will be required for unit make-ready prior to students moving in. All carpet in units will be shampooed (at minimum) one time per year for all occupied units.
- 3.3.18 All leased apartment units must comply with all codes as adopted by the City of Denton, including but not limited to City of Denton adopted Building Code, Fire Code and Life Safety Codes. Proposer should provide information about the most recent code compliance inspections conducted by the city. Apartments are subject to inspection by TWU Environmental, Safety & Health and State Fire Marshal's Office personnel, individually or in conjunction with city inspectors. Owner shall be responsible for any and all cost related to code compliance requirements and shall respond to code compliance citations within the time provided by the City.
- 3.3.19 Apartment complexes must have well maintained landscaping with adequate lights illuminating the apartment building, walkways, and parking lots. Shrubbery and trees must be trimmed so as not to create any safety hazards or block lights.

- 3.3.20 In the event TWU desires certain improvements made to the properties, reasonable improvements will be made, including but not limited to, landscaping, exterior lighting, signage, and anything relating to the safety and security of TWU students. This shall be a negotiated cost between TWU and the owners or managers.
- 3.3.21 TWU will be permitted to add yard, building, lobby, and apartment signage to identify the TWU area of the apartment complex.
- 3.3.22 University shall have access to the space at all times during the agreement. TWU shall have the right to remove existing locks and install new locks on apartment entry doors, and maintain keys and lock services provided by TWU personnel. Respondents will be responsible for hardware and maintenance of door (knob/level). Bedrooms must be able to be locked.
- 3.3.23 Provide the address of the buildings, the year they were built, and details of any renovations from the past 10 years.
- 3.3.24 Explain the ownership of your property:
1. Name of owner and if applicable, name of management company
 2. Type of entity (individual, partnership, LLC, etc.)
 3. Provide most recent W9. W9 must be signed within the year 2023.
 4. Address of owner
 5. Years the property has been owned by the owner
 6. What other properties in Denton are owned by this owner
 7. Who manages this property and direct contact information
- 3.3.25 Criminal Background Checks: Owner will provide a 24/7 emergency on call number and responsible individual. All maintenance personnel, subcontractors, and other employees of the Owner who will interact with TWU students and staff are required to complete Criminal Background Checks annually in compliance with the following:
- Social Security Verification or Validation;
 - Alias and Address History;
 - Terrorist Watch List Search;
 - National Criminal Database Search (for the past ten (10) years);
 - Federal Criminal Records Search (all names or aliases and all jurisdictions resided in for the past ten (10) years);
 - County Criminal Court Records Search (all names or aliases and all counties resided in for the past ten (10) years); and
 - National Sexual Offender Registry Search.
- Individuals with relevant convictions will not be permitted to interact with TWU staff or students unless continuously escorted by another individual for whom a criminal background check has been completed and passed without any relevant convictions. The following types of convictions are generally considered relevant to any activities at TWU: Injury to person(s), Injury to property, Murder, Sexual misconduct, Theft, Threats and Weapons.
- Additional offenses that may be relevant include those related to the work to be performed. Examples include: criminal traffic offenses (e.g. DWI, DUI) if work involves driving vehicles or operation of heavy equipment.
- Individuals must notify their immediate supervisor and TWU point of contact of any arrest, indictment, conviction, or other adjudication for any felony or offense of moral turpitude (including offenses involving dishonesty, fraud, deceit, theft, misrepresentation, deliberate violence) no later than five (5) business days after such arrest, indictment, conviction, or other adjudication.
 - The cost for background checks is at the owner's expense.
- TWU URP <https://public.powerdms.com/TWU1/documents/1747832> contains the complete policy.

3.4 Preferred Requirements/Conditions

- 3.4.1 Include information regarding proximity to public transportation. Preference will be given to facilities that are pedestrian and bicycle accessible and within close proximity to a public transit stop. Availability of bicycle racks or storage will also be considered.
- 3.4.2 Units reserved for TWU will be located near each other on the property. If this is not possible, it would then be preferred for the units to be in an area of the property designated for college students. The type of residents of the complex should be described in the proposal.
- 3.4.3 Furnished Units preferred. If this is an option for the proposed units, please provide a detailed description of what furniture is provided in each unit.
- 3.4.4 Units located within a garden-style arrangement or with entry doors in interior secure hallways.
- 3.4.5 Proposed units will have been built or renovated since 2013.
- 3.4.6 Building fire alarm system with sprinkler system within units and National Fire Protection Agency 1 and 101 compliance.
- 3.4.7 Free Laundry facilities available to all tenants at all times and/or washer and dryer in unit.
- 3.4.8 For TWU staff/RAs – One (1) unit available per 80 beds on-site at no cost to TWU.

3.5 Delivery and Inspection

- 3.5.1 All units provided in proposal for TWU students will be inspected prior to agreeing to any lease and all items must be included as addressed in RFP requirements under Mandatory and Preferred Requirements/Conditions.

3.6 Invoicing and Payment

- 3.6.1 Proposer(s) shall be required to submit invoices to Texas Woman's University Procurement and Contract Services, P.O. Box 425439, Denton, Texas 76204-5439 or email to twupayables@twu.edu.
- 3.6.2 All invoices will be paid net 30 in compliance with Texas laws. All invoices must reference a valid purchase order or will be returned as non-compliant. No order shall be placed without a valid TWU purchase order.
- 3.6.3 Proposer(s) may submit a proposal for a prompt payment discount.

3.7 Compensation and Fees

- 3.7.1 Provide a compensation schedule in response to this RFP, include an estimated maximum amount including any incidental expenses. Proposer(s) should also provide an estimated fixed fee amount that will be charged for additional expenses (if any). No deposits will be required of the students or TWU. Monthly rent charges will be paid in arrears.

The RFP Pricing Response must include the following:

- The number and type of each unit available with a total bedroom count and square footage of each apartment type.
- The monthly rate for each unit, without additional fees.
- Utilities (i.e. heat, electric, gas, water/sewer, internet, and garbage/recycling)
 - These must be in the name of the owner/property manager.
 - Please explain if there is a monthly allowance or threshold.
 - TWU must be given access to review the monthly utility charges for each individual unit.
- If the property is proposing both furnished and unfurnished units, both rates should be provided, noting which rate is for each type of unit.
- Applicable required monthly fees for each unit and a description of what those fees include.
- Listing of any optional monthly charges.

3.8 Alternate Proposals

TWU will not consider alternate proposals outside this RFP for required services that expand or are different from these specifications.

However, the Proposer may take the opportunity to relate to TWU any new or different services (not presented in the prior sections) which it feels may be useful or of interest to TWU.

SECTION 4 EVALUATION AND AWARD PROCESS

4.1 Evaluation Process

TWU will utilize a proposal Evaluation Team for the evaluation of this RFP. The award will be based on the proposal judged to be in the best interest of TWU, and the judgment in this regard shall be considered final. Any Contract resulting from this request shall be awarded to the Proposer providing the Best Value to TWU.

Under section 51.9335 of the Texas Education Code in determining what is the best value to an institution of higher education, TWU shall consider the purchase price, the reputation of the Proposer and of the Proposer's goods or services, the quality of the Proposer's goods or services, the extent to which the goods or services meet TWU's needs, the Proposer's past relationship with TWU, the impact on the ability of TWU to comply with laws and rules relating to historically underutilized businesses and to the procurement of goods and services from persons with disabilities, the total long-term cost to TWU of acquiring the Proposer's goods or services, any other relevant factor that a private business entity would consider in selecting a vendor and the use of material in construction or repair to real property that is not proprietary to a single vendor unless the institution provides written justification in the request for bids for use of the unique material specified.

4.2 Proposer's Acceptance of Evaluation Methodology

Submission of a proposal indicates Proposer's acceptance of the evaluation method and Proposer's recognition that some subjective judgments must be made by TWU during the awarding of evaluation criteria points.

4.3 Evaluation Criteria and Weights

Each proposal shall be evaluated on the ability to meet TWU's requirements and to provide the Best Value to TWU. Proposal shall be evaluated by awarding points to each of the following evaluation criteria.

The evaluation will be based on the following system:

Criteria	Points
Number of Apartments Available in the Proposed Complex	15
Safety and Security	25
Location	25
Cost	10
Ability to Satisfy Mandatory Requirements/Conditions	25
Total	100

4.4 Consideration of Additional Information

Consideration may also be given to any additional written information and comments that may serve to clarify the proposal information to TWU. TWU expects clear and concise answers to all questions.

4.5 Oral Presentations/Interviews

Upon completion of the initial review and evaluation of the proposals submitted, selected Proposers may be invited to participate in oral presentations. Oral presentations/interviews are an option of the evaluation team and may or may not be conducted; therefore, proposals should be complete when

submitted by the deadline indicated in the section entitled "Schedule of Events."

4.6 Award Process

During the opening, proposals will be acknowledged publicly to identify the names of the Proposers, but will be afforded security sufficient to preclude disclosure of the contents of the proposal, including prices or other information, prior to award. After opening, an award may be made on the basis of the proposals initially submitted, without discussion, clarification or modification, or on the basis of negotiation with any of the Proposers or, at TWU's sole option and discretion, TWU may discuss or negotiate all elements of the proposal with selected Proposers which represent a competitive range of proposals. For purposes of negotiation, a competitive range of acceptable or potentially acceptable proposals may be established comprising the highest rated proposal(s).

4.7 Best and Final Offer

When deemed appropriate by the Evaluation Team, after the submission of proposals but before the final selection of the successful proposal, TWU may request Proposers to provide a best and final offer. TWU is not bound to accept the best-priced proposal if that proposal is not the most advantageous to TWU as determined by the evaluation team.

4.8 Award of Contract

TWU reserves the right to award a Contract, award multiple Contracts to more than one Proposer, to reject any and all Proposals, or terminate the RFP process.

Contract Documents

The Contract entered into by the parties shall be in the form of the Contract (sample attached) which will reference in priority order: the RFP, the Proposal, and applicable statement of work (SOW) and purchase order which shall be referred to collectively as the Contract.

4.9 Proposer/Vendor Protest

Any actual or prospective Proposer or vendor who is aggrieved in connection with the solicitation, evaluation or award of a Contract may formally protest to the Chief Procurement Officer.

SECTION 5 PROPOSER'S QUESTIONNAIRE

The Proposer recognizes that in selecting a supplier, TWU will rely in part on the answers provided in response to this section. Accordingly, Proposer certifies that to the best of its knowledge, all responses are true, correct and complete. TWU reserves the right to contact references or contact names listed below and shall be free from any liability to Proposer for conducting such inquiry.

- 5.1** Provide a summary of the Proposer's overall property units, how long owned, locations and all properties owned. Provide information on the Proposer's experience related to the scope of work outlined in this RFP, as well as its current work load, facilities, resources and experience that clearly demonstrate its ability to successfully complete the work required within the constraints stated.
- 5.2** Provide the name and email address of a point-of-contact for the submitted proposal response. This point-of-contact will not be recognized as, or accepted in lieu of, the "Proposer Signature" requirements in Section 7 of this document.
- 5.3** Provide a copy of your company's audited financial statements **if requested** for the past two years.
- 5.4** Provide a brief description of projects completed or commodities sold within the past five years. The projects or commodities should be similar to the scope of work or desired goods described in this RFP. Include, as applicable, project description and location or commodities sold, description of services or commodities provided, budget performance and schedule performance, key personnel involved, client name, contact name and phone number. Particular weight will be given to similar projects in higher education.
- 5.6** Provide three professional references (key contact names, titles, and telephone numbers) that have direct knowledge of your ability to provide the type of goods and/or services outlined in this RFP. Particular weight will be given to references provided in higher education.
- 5.7** Provide a list of any professional organizations the Proposer is a member of or actively involved with.
- 5.8** Provide any details of all pending litigation or claims filed against your company in the past ten years that would negatively impact your company's performance under a Contract with TWU.
- 5.9** Provide a completed and signed W9 for your company.
- 5.10** Is your company currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, please explain the impact both in organizational and directional terms.
- 5.11** Is your company currently in default on any loan Contract or financing Contract with any bank, financial institution, or other entity? If yes, specify date(s), details, circumstances, and prospects for resolution.

SECTION 6 GENERAL TERMS AND CONDITIONS

These General Terms and Conditions or ones that are substantially similar will be contained in any resulting Contract or purchase orders arising out of this RFP. If the Proposer takes exception to any of the following General Terms and Conditions set forth, the Proposer must submit a list of the exceptions as part of its proposal. The Proposer's exceptions will be reviewed by TWU and may result in disqualification of the Proposer's proposal as non-responsive to this RFP. If Proposer's exceptions do not result in disqualification of Proposer's proposal, then TWU may consider Proposer's exceptions when TWU evaluates the Proposer's proposal. In addition, and to the extent they do not conflict with these terms in any resulting contract, TWU purchase order terms and conditions will apply to all purchases of goods and services by TWU <https://www.twu.edu/procurement/terms-and-conditions/>

6.1 Publicity

Proposer agrees that it shall not publicize a Contract or disclose, confirm or deny any details thereof to third parties or use any photographs or video recordings of TWU's name or protected marks in connection with any sales promotion or publicity event without the prior express written approval of TWU.

6.2 Independent Contractor Status

Contractor is an independent contractor. Contractor is not a state employee, partner, joint venture, or agent of TWU. As an independent contractor, Contractor is solely responsible for all taxes, withholdings, and other statutory or contractual obligations of any sort including worker's compensation insurance. Contractor is responsible for its conduct of business operation, including employee salaries, travel expenses, etc.

6.3 Subcontractors

Subcontractors providing goods or services under the Contract shall meet the same requirements and level of experience required of the Proposer. No subcontractor under the Contract shall relieve the Proposer of the responsibility for ensuring the requested goods or services are provided. Proposers planning to subcontract all or a portion of the work to be performed shall identify the proposed subcontractors in their submitted proposals. If selected by TWU, vendor will not delegate any of its duties or responsibilities under this RFP or the Contract to any subcontractor, except as expressly provided in the Contract.

6.4 Insurance Requirements

6.4.1 Insurance

Contractor agrees to maintain, at Contractor's sole expense, and provide proof of insurance meeting TWU's Third Party Insurance Standards (www.twu.edu/media/documents/risk-management/TWU-Third-Party-Insurance-Standards.pdf). By requiring such minimum insurance, the University shall not be deemed or construed to have assessed the risk that may be applicable to the Contractor. Therefore, the Contractor shall assess its own risks and, if it deems appropriate, maintain higher limits and/or broader coverages. The Contractor is not relieved of any liability or obligations assumed or pursuant to the contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

The Contractor's failure to comply with the requirements of this section shall be considered a breach of this Agreement.

Proof of Insurance Coverage will be forwarded to Texas Woman's University Procurement and Contract Services, P.O. Box 425439, Denton, Texas 76204-5439 or email to twucontracts@twu.edu.

6.4.2 Additional Insured, Subrogation

All policies must include a waiver of subrogation favoring TWU. With the exception of the Workers' Compensation and Professional Liability policies, TWU shall be an additional insured on all policies.

6.4.3 Certificates of Coverage

At least thirty (30) days prior to the effective date of the Contract and at least thirty (30) days prior to the commencement of any renewal term of the Contract, the vendor shall furnish Procurement and Contract Services with certificates of insurance in a form acceptable to TWU's Risk Manager, certifying that the vendor carries the required insurance policies and coverage. The certificates shall be sent to Procurement and Contract Services, at the address or email listed in section 2.1.

6.4.4 Notification of Cancellation

The vendor will endeavor to notify TWU's Office of Procurement and Contract Services 30 days before any material change or cancellation of any insurance policy. In the event the vendor receives notice of modification or cancellation of any of the policies required under the Contract, then prior to the effective date of modification or cancellation of the policy, the vendor shall obtain a policy of insurance affording the required coverage from an insurance carrier acceptable to TWU's Risk Manager. If the vendor fails to obtain such an insurance policy, TWU may immediately terminate the Contract without further notice to the vendor.

6.5 Acceptance of Products and Services

All products furnished and all services performed under the Contract shall be to the satisfaction of TWU and in accordance with the specifications, terms and conditions of this Contract. TWU reserves the right to inspect the products furnished or the services performed and to determine the quality, acceptability and fitness of such products or services.

6.6 Infringement of Patents and Copyrights

The vendor agrees to protect TWU from claims involving infringement of patents or copyrights. If applicable to any awarded Contract, Vendor will defend, at its expense, any proceeding against TWU ("Claim") to the extent such Claim is based upon an allegation that Vendor's product, as of its delivery date under the Contract, infringes a valid United States patent or copyright or misappropriates a third party's trade secret. Vendor will indemnify TWU for any judgments, settlements and reasonable attorney fees resulting from a Claim.

6.7 Taxes

6.7.1 TWU, as an agency of the State of Texas, qualifies for exemption from state and local sales and use taxes pursuant to the provisions of the Texas Limited Sales, Excise, and Use Tax Act. The vendor may claim exemption from payment of applicable state taxes by complying with such procedures as may be prescribed by the State Comptroller of Public Accounts.

6.7.2 The vendor shall collect and pay all taxes imposed upon the sale of items included in the Contract, as required by federal, state or local law. The vendor shall be responsible for and pay

all social security, unemployment insurance, old age retirement and other federal and state taxes that are measured by the wages, salaries, or other remuneration paid to persons employed by the vendor.

6.8 Technology Access

The vendor expressly acknowledges that state funds may not be expended in connection with the purchase of electronic and information resources (EIR) unless that EIR meets certain statutory requirements relating to accessibility as required by Texas Administrative Code (TAC) 206 and 213. Accordingly the vendor represents and warrants to TWU that the EIR provided to TWU complies with the accessibility requirements as outlined in 1 TAC 206 and 213 by providing (1) a completed Voluntary Product Accessibility Template (VPAT) attesting to the EIR's accessible features and capabilities or (2) providing a similarly formatted document as the VPAT attesting to the EIR's accessible features and capabilities.

6.9 Federal Funding

6.9.1 This Contract may be funded wholly or partially with federal funds. The Proposer shall comply with all applicable provisions of federal law. TWU utilizes <https://www.whitehouse.gov/omb/information-for-agencies/circulars/> and <http://www.gsa.gov> for all federal guidelines.

6.10 Time of Performance

Time is of the essence in the rendering of services and delivery of products under a Contract. Contractor agrees to perform all obligations and render services on the schedules set forth in this proposal or as agreed upon in a written Contract. TWU will have no obligation to accept late performance by the Contractor.

6.11 Default

In the event that the vendor fails to carry out or comply with any of the terms and conditions of the Contract, TWU may notify the vendor of such failure or default in writing and demand that the failure or default be remedied within ten (10) days; and in the event that the vendor fails to remedy such failure or default within the ten (10) day period, TWU shall have the right to cancel the Contract upon thirty (30) days written notice.

The cancellation of the Contract, under any circumstances whatsoever, shall not effect or relieve vendor from any obligation or liability that may have been incurred or will be incurred pursuant to the Contract and such cancellation by TWU shall not limit any other right or remedy available to TWU at law or in equity.

6.12 Termination

6.12.1 Upon award, the Contract may be terminated, without penalty, by TWU or the vendor with or without cause by giving at least thirty (30) days written notice of such termination.

6.12.2 Upon award, the Contract is subject to termination, without penalty, in whole or in part, if funds are not appropriated by the legislature of the State of Texas.

6.12.3 The Contract may be terminated by either the vendor or by TWU upon thirty (30) days written notice to the other, if the other party fails to perform or comply with any of the material terms, covenants, Contracts or conditions hereof, and such failure is not cured during such thirty (30) day period.

- 6.12.4 TWU may terminate the Contract immediately without further notice if the vendor (i) petitions for reorganization under the Bankruptcy Code or is adjudged bankrupt; (ii) becomes insolvent or a receiver is appointed due to the insolvency; or (iii) makes a general assignments or sale of its assets or business for the benefit of creditors.
- 6.12.5 In no event shall such termination by TWU as provided for under this section give rise to any liability on the part of TWU including, but not limited to, claims of vendor for compensation for anticipated profits, unabsorbed overhead, or interest on borrowing. TWU's sole obligation hereunder is to pay vendor for products or services received prior to the date of termination.

6.13 Contractual Requirements

- 6.13.1 Contract administration will be by TWU Procurement and Contract Services. No modification or amendment to any awarded Contract shall become valid unless agreed to by TWU in writing and signed by both parties. All correspondence regarding modifications or amendments to an awarded Contract must be forwarded to the TWU Procurement and Contract Services Department for prior review and approval. Only the Chief Procurement Officer or his/her designee will be authorized to process changes or amendments. All amendments must be signed by the same person who signed the original Contract or a person with institutional approval authority.
- 6.13.2 Proposer(s) shall reference the applicable TWU contract number on all quotes and invoices.
- 6.13.3 Proposer(s) shall accept a purchase order. Purchase orders will be submitted by fax or email depending on the Proposer(s) preference. No work shall commence at any time unless a valid purchase order has been received by the Proposer. TWU is not liable to pay any order that is not submitted on a TWU purchase order.
- 6.13.4 All changes must be supported by a written Purchase Order Change Notice prepared and processed by TWU Procurement and Contract Services. Other TWU personnel do not have the authority to issue changes, oral or written, to the resulting purchase order.

6.14 Retention of Documents

The vendor will maintain records generated pursuant to the Contract for the full term of the Contract plus a period of at least seven (7) years after expiration or termination of the Contract.

6.15 Right to Audit

- 6.15.1 The vendor understands that acceptance of funds under any Contract awarded from this RFP acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. The vendor further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. The vendor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the vendor and the requirement to cooperate is included in any subcontract awards.
- 6.15.2 TWU shall have the right, at its sole cost, to either use its own employees or engage an independent third party to audit the financial records of a vendor pertaining to any awarded Contract for the preceding forty eight (48) month period. Such audit shall be completed by TWU or its representatives at the vendor's office, on reasonable advance notice, and on dates and times mutually agreed to by the parties. In the event such audit reveals any underpayment to or overpayment by TWU, the vendor shall promptly pay the amount to TWU. If such audit reveals any overpayment to or underpayment by TWU, TWU shall promptly pay the amount to the

vendor.

6.16 Confidentiality

Vendor and TWU acknowledge that they or their employees may, in the performance of the resultant Contract, come into the possession of proprietary or confidential information owned by or in the possession of the other. Neither party shall use any such information for its own benefit or make such information available to any person, firm, corporation, or other organizations, whether or not directly or indirectly affiliated with vendor or TWU unless required by law.

In the course of providing services during the term of the Contract, Vendor may have access to student education records and HIPPA records that are subject to the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. 1232g, *et seq.* and the regulations promulgated there under. Such information is considered confidential and is therefore protected. To the extent that Vendor has access to "education records" under the Contract, it is deemed a "school official," as each of these terms are defined under FERPA. Vendor agrees that it shall not use education records for any purpose other than in the performance of the Contract. Except as required by law, Vendor shall not disclose or share education records with any third party unless permitted by the terms of the Contract or to subcontractors who have agreed to maintain the confidentiality of the education records to the same extent required of Vendor under the Contract.

Vendor shall not make available information on any student, faculty, or staff member for marketing purposes.

6.17 Severability

If one or more provisions of the resultant Contract, or the application of any provision to any party or circumstance, is held invalid, unenforceable, or illegal in any respect, the remainder of the Contract and the application of the provision to other parties or circumstances shall remain valid and in full force and effect.

6.18 Non-Waiver of Defaults

Any failure of TWU at any time to enforce or require the strict keeping and performance of any of the terms and conditions of this Contract shall not constitute a waiver of such terms, conditions, or rights, and shall not affect or impair it or the right of TWU at any time to avail itself of same.

6.19 Assignment

Neither this Contract, nor any rights or obligations of monies due hereunder are assignable or transferable (as security for advances or otherwise) unless agreed to in writing by TWU. Vendor shall not subcontract any portion of services encompassed by the Contract without TWU's prior written approval. TWU shall not be required to recognize any assignment or subcontract made without its prior written approval, and any such assignment by vendor shall be wholly void and ineffective for all purposes unless made in conformity with this section.

6.20 Texas Public Information Act

All information, documentation and other material submitted by vendor under this proposal is subject to public disclosure under the Texas Public Information Act (the "Act") (Texas Government Code, Chapter 552). Vendor is hereby notified that TWU strictly adheres to this statute and the interpretations thereof

rendered by the Courts and Texas Attorney General.

TWU will use reasonable efforts to maintain the confidentiality of vendors' submitted information except where TWU is required to disclose it under the Act. The Texas Attorney General will ultimately decide whether a vendor's proprietary information (such as financial information, client lists, etc.) is released to the public, however TWU will use reasonable efforts to give a vendor notice of requests for its proprietary information in accordance with the Act. TWU cannot represent vendor interests to the Texas Attorney General and vendors seeking to protect their proprietary information will be required to submit a letter, brief, or memorandum to the Attorney General with reasons in support of withholding their information. Please note that in general, contracting information as defined by the Act, including vendor pricing information, will be disclosed under the Texas Public Information Act. If vendors have further questions regarding the Texas Public Information Act, they should seek appropriate legal counsel.

In submitting this bid for Contract with TWU, the Vendor understands that any contract awarded must comply with applicable sections of Subchapter J, Chapter 552 of the Texas Government Code (the "Texas Public Information Act" or "TPIA"), including Section 552.371. Such Contract will contain the following required verbiage outlining Vendor responsibilities:

Vendor must:

- (1) preserve all contracting information related to the Contract as provided by the records retention requirements applicable to TWU for the duration of the Contract;
- (2) promptly provide to TWU any contracting information related to the Contract that is in the custody or possession of the Vendor on request of TWU; and
- (3) on completion of the Contract, either:
 - (A) provide at no cost to TWU all contracting information related to the Contract that is in the custody or possession of the Vendor; or
 - (B) preserve the contracting information related to the Contract as provided by the records retention requirements applicable to TWU.

As required by the TPIA, Vendor hereby acknowledges the following applies to the Contract between TWU and Vendor on this bid:

"The requirements of Subchapter J, Chapter 552, Government Code, may apply to this bid and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter."

Further, in addition to the possible termination of the Contract, Vendor acknowledges that failure to comply with the requirements of the TPIA may negatively affect Vendor's eligibility to bid on future contracts with TWU.

The definition of "contracting information" above is provided in Section 552.003(7) of the Government Code.

6.21 Registration of Sex Offenders

All sex offenders required to register with local law enforcement authorities under Chapter 62.151 of the

Texas Code Of Criminal Procedure who intend to work on any campus of TWU for a consecutive period exceeding fourteen (14) days or for an aggregate period exceeding thirty (30) days in a calendar year are required to register with the TWU Department of Public Safety (DPS) within 7 days of beginning work on any campus of TWU. In addition, such sex offenders are required to notify DPS within seven (7) days of terminating work on any campus. Therefore, if employees and/or agents of vendors and subcontractors will be performing work on any TWU campus, it is the vendor's responsibility to comply with this requirement. For additional information, please contact DPS at Hubbard Hall Lower Level, 301 Administration Drive, Denton, TX 76201 940-898-2911, or <https://www.twu.edu/dps/>

6.22 Indemnification

The vendor agrees to and shall indemnify and hold harmless TWU, its Board of Regents, officers, agents, employees, and personnel, against any and all liability, claims, suits, losses, costs and legal fees caused by, arising out of, or resulting from any negligent act or omission of the vendor in the performance and/or failure to perform within the Contract including the negligent acts or omission of any subcontractor or any direct or indirect employees of the vendor or subcontractors. The indemnification obligations set forth in the Contract shall survive termination or expiration of the Contract.

6.23 Governing Law

Denton County, Texas shall be the proper place of venue for suit on or in respect of this Contract. The Contract and all of the rights and obligations of the parties hereto and all of the terms and conditions hereof shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas.

6.24 Dispute Resolution

The dispute resolution process provided for in the Texas Government Code, Chapter 2260 shall be used, as further described herein, by TWU and the contracting party in an attempt to resolve any unresolved claim for breach of contract arising under the Contract and made by the contracting party.

- (a) A contracting party's claim for breach of this contract that the parties cannot resolve in the ordinary course of business shall be submitted to the negotiation process provided in Government Code, Chapter 2260, Subchapter B. To initiate the process, the contracting party shall submit written notice, as required by Subchapter B, to the Chief Procurement Officer. Said notice specifically states that the provisions of Chapter 2260, Subchapter B, are being invoked. A copy of the notice shall also be given to all other representatives of TWU and the contracting party that are otherwise entitled to notice under this Contract. Compliance by the contracting party with Subchapter B is a condition precedent to the filing of a contested case proceeding under Government Code, Chapter 2260, Subchapter C.
- (b) The contested case process provided in Government Code Chapter 2260, Subchapter C, shall be the contracting party's sole and exclusive process for seeking a remedy for an alleged breach of contract by TWU if the parties are unable to resolve their disputes in the ordinary course of business or under Chapter 2260, Subchapter B, unless, after considering the recommendation of the Administrative Law Judge, the Legislature grants the contracting party consent to sue under Chapter 107 of the civil Practices and Remedies Code.
- (c) Neither the execution of this contract by TWU nor any other conduct of any representative of TWU relating to the contract shall be considered a waiver of TWU's sovereign immunity to suit.
- (d) The dispute resolution process provided for in Government Code Chapter 2260 will not, at any time, affect TWU's right of ability to bring suit against the contracting party for disputes arising under this Contract, nor will it affect TWU's ability to assert all claims and defenses in a lawsuit.

- (e) Pursuant to Chapter 2260, the submission, processing and resolution of the contracting party's claim is governed by the published rules adopted by the Texas Attorney General's Office, as currently effective, hereafter enacted or subsequently amended.
- (f) Notwithstanding any other provision of the Contract to the contrary, unless otherwise requested or approved in writing by TWU the contracting party shall continue performance and shall not be excused from performance during the period any breach of contract claim or dispute is pending under either of the above processes; however, the contracting party may suspend performance during the pendency of such claim or dispute if the contracting party has complied with all provisions of Section 2251.051, Texas Government Code, and such suspension of performance is expressly applicable and authorized under that law.

6.25 Warranties

The Contractor warrants and implies that Goods delivered to TWU under the Contract are merchantable and fit for use for the particular purpose set forth in the Contract. The Contractor warrants that Services furnished under the Contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of the Contract. TWU may provide the Contractor with notice of any defect or nonconformance on or before the time period set forth in the Contract. The Contractor will correct or re-perform, at no cost to TWU, any Service that does not conform to the requirements of the Contract.

6.26 Disclosure of Interested Parties

As applicable and pursuant to Texas Government Code § 2252.908, the Contractor must complete [Form 1295](#) for certification and filing with the Texas Ethics Commission no later than thirty (30) days after the effective date of the Contract. The form is found at <https://www.ethics.state.tx.us/>.

6.27 Texas Agency Required Certifications:

Tax Certifications. By executing this Agreement OWNER certifies that, upon the effective date of this Agreement, either: (1) it is not delinquent in payment of State of Texas corporate franchise taxes; or (2) it is not subject to the payment of such taxes. If OWNER is a taxable entity as defined by Chapter 171, Texas Tax Code ("Chapter 171"), then OWNER certifies that it is not currently delinquent in the payment of any taxes due under Chapter 171, or that OWNER is exempt from the payment of those taxes, or that Owner is an out-of-state taxable entity that is not subject to those taxes, whichever is applicable. Delinquent taxes or other indebtedness shall be considered a breach of this Agreement.

Representations and Warranties by Vendor. If Owner is a corporation or a limited liability company, Owner warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver this Agreement, and the individual executing this Agreement on behalf of Owner has been duly authorized to act for and bind Owner

Texas Family Code Child Support Certification. Owner certifies if he/she is a child support obligor, he/she is no more than 30 days delinquent in paying child support. Pursuant to Section 231.006, Texas Family Code, Owner certifies that it is not ineligible to receive the award of or payments under this Agreement and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.

Payment of Debt or Delinquency to the State. Pursuant to Sections 2107.008 and 2252.903, Texas

Government Code, Owner agrees that any payments owing to Owner under this Agreement may be applied directly toward any debt or delinquency that Owner owes the State of Texas or any agency of the State of Texas regardless of when it arises, until such debt or delinquency is paid in full.

State Auditor's Office. Owner understands that acceptance of funds under this Agreement constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, "Auditor"), to conduct an audit or investigation in connection with those funds pursuant to Section 51.9335(c) of the Texas Education Code. Owner agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation providing all records requested. Owner will include this provision in all contracts with permitted subcontractor.

No Financial Interest. Owner warrants, represents, and covenants that, in performing this Agreement, it will use reasonable care to ensure it does not employ any person who has any direct or indirect financial interest in the transaction that is the subject of this Agreement.

Prohibited Bids and Contracts. Under Section 2155.004 of the Texas Government Code, Owner certifies that it is not ineligible to receive this Agreement and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate.

Suspension or Disbarment. Owner certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, neither are in the process of being declared ineligible or being debarred, nor is either Owner or any of its principals voluntarily excluded from covered transactions by any federal department or agency. Customer may immediately terminate this Agreement without penalty if Owner's certification herein is inaccurate or becomes inaccurate.

Buy Texas Certification. As required by Section 2155.4441 Texas Government Code, Owner agrees that it will buy Texas products and materials for use in providing the services contemplated herein when such products and materials are available at a comparable price and within a comparable period of time when compared to non-Texas products and materials.

Boycott Certification. Pursuant to Texas Government Code Chapter 2271.002, Owner certifies that either (1) it meets an exemption criteria under Section 2271.002; or (2) it does not boycott Israel and will not boycott Israel during the term of the Agreement. Owner acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate. If Owner meets an exemption, it shall provide Customer written notice of what that exemption is at the time the Agreement is made. Pursuant to Texas Government Code Chapter 2274, if Owner has 10 or more full-time employees and the Owner is to receive \$100,000 or more in value for goods and services provided to Customer under this Agreement, Owner certifies that it does not boycott energy companies and will not boycott energy companies during the term of this Agreement. Owner acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

Health and Safety Code Certification. Owner will comply with Subchapter A, Chapter 161, Health and Safety Code 161.0085(c) which prohibits requiring a customer to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from the business.

Anti Terrorism Certification. As required by Texas Government Code Section 2252.152, Owner represents and warrants that it is not a company prohibited under Section 2252.152 or identified by (1) the Texas Comptroller as a company with business operations in Sudan; (2) the Texas State Pension Review Board as a company with business operations in Iran; or (3) the Texas Comptroller as a company known to have contracts with, or known to provide supplies or services to, a foreign terrorist organization. Excepted from this prohibition are companies the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran or foreign terrorist organizations.

General Appropriations Act Certification. Owner acknowledges and agrees that under article IX, Section 6.25 of the General Appropriations Act, and except as provided therein, funds may not be distributed under this Agreement to any individual or entity that: (1) Performs an abortion procedure that is not reimbursable under the state's Medicaid program; (2) Is commonly owned, managed, or controlled by an entity that performs an abortion procedure that is not reimbursable under the states' Medicaid program; or (3) Is a franchise or affiliate of an entity that performs an abortion procedure that is not reimbursable under the state's Medicaid program.

Firearm Certification. As required by Subtitle F (State and Local Contracts and Fund Management), Title 10, Texas Government Code, if the total amount paid to Owner under this Agreement by Customer equals one hundred thousand dollars (\$100,000.00) or more, Owner represents and warrants that it (a) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (b) will not discriminate during the term of the agreement against a firearm entity or firearm trade association.

Duty to Maintain Records. Owner shall maintain adequate records to support its charges, procedures, and performance to Customer for all work related to this Agreement to ensure proper accounting for all costs and performances related to this Agreement

SECTION 7 EXECUTION OF OFFER AND AFFIRMATIONS

Signing this proposal with a false statement is a material breach of Contract and shall void the submitted proposal or any resulting Contracts, and the Proposer may be removed from all proposal lists. By signature hereon affixed, the Proposer hereby certifies that:

- 7.1 The Proposer is not currently delinquent in the payment of any debt or taxes owed the State of Texas.
- 7.2 Proposer agrees that any payments due under this Contract will be applied towards any debt, including but not limited to delinquent taxes and child support that is owed to the State of Texas.
- 7.3 Proposer certifies as follows: "Pursuant to Section 231.006, Family Code, re: child support, the Proposer certifies that the individual or business entity named in this proposal is not ineligible to receive the specified payment and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate."

Furthermore, any Proposer subject to Section 231.006, Family Code, must include names and social security numbers of each person with at least 25% ownership of the business entity submitting the proposal. This information must be provided prior to award. Enter the name and social security numbers for each person below. Proposers that have pre-registered this information on the Texas Comptroller of Public Accounts Centralized Master Bidders' List will be deemed to have satisfied this requirement.

Name:	SS#
Name:	SS#:
Name:	SS#:

- 7.4 The Proposer has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted proposal.
- 7.5 The Proposer has not received compensation for participation in the preparation of the specifications for this RFP.
- 7.6 Neither the Proposer nor the firm, corporation, partnership or institution represented by the Proposer, or anyone acting for such firm, corporation or institution has violated the antitrust laws of this State, codified in Section 15.01, et seq., Texas Business and Commerce Code, or the Federal Antitrust Laws, nor communicated directly or indirectly the proposal made to any competitor or any other person engaged in such line of business.
- 7.7 The Proposer certifies that the vendor and/or principals are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal agency, and have not within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a government entity with commission of any of these offenses.
- 7.8 Under Section 2155.006(b) of the Texas Government Code, a state university may not accept a proposal or award a Contract, including a Contract for which purchasing authority is delegated to a state university, that includes a proposed financial participation by a person who, during the five-year

period preceding the date of the proposal or award, has been: (i) convicted of violating a federal law in connection with a Contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005; or (ii) assessed a penalty in a federal civil or administrative enforcement action in connection with a Contract awarded by the federal government for relief, recovery or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005.

- 7.9 Proposer agrees to comply with Government Code 2155.4441, pertaining to service Contract use of products produced in the State of Texas when such products and materials are available at a price and delivery time comparable to products and materials produced outside of Texas.
- 7.10 To the extent this RFP relates to a project as defined Tex. Gov't Code §2252.201(5) (a project to construct, remodel, or alter a building, structure, or infrastructure; to supply material for such a project; or to finance, refinance, or provide funds for such a project), and no exemption in Tex. Gov't Code §2252.203 applies, any iron or steel product produced through a manufacturing process and used in the project that is the subject of this RFP must be produced in the United States as defined in Tex. Gov't Code §2252.201(4).
- 7.11 Pursuant to Texas Gov't Code Section 2270.001, Proposer affirmatively states that it does not boycott Israel. Additionally, Proposer shall not engage in a boycott of Israel during the term of any award or Contract.
- 7.12 Proposer certifies that they are in compliance with section 669.003 of the Government Code, relating to contracting with executive head of a State agency. If section 669.003 applies, Proposer will complete the following information in order for the proposal to be evaluated:

Name of Former Executive: _____

Name of State Agency: _____

Date of Separation from State Agency: _____

Position with Proposer: _____

Date of Employment with Proposer: _____

- 7.13 **Any resulting Contract is not prohibited under Texas Government Code §2261.252(b) and Proposer agrees that if Proposer's certification is or becomes untrue, the Contract is void, and the Proposer will not seek and waives its right to seek any legal or equitable remedy for past or future performance under the Contract, including damages, whether under breach of contract, unjust enrichment, or any other legal theory; specific performance; and injunctive relief.**

7.14 Conflict of Interest

- 7.14.1 The vendor certifies that (i) no relationship, whether by blood, marriage, business association, capital funding Contract or by any other such kinship or connection to the second degree of consanguinity exists between any owner of any Proposer that is a sole proprietorship, the officers or directors of any Proposer that is a corporation, the partners of any Proposer that is a partnership, the joint ventures of any Proposer that is a joint venture or the members or managers of any Proposer that is a limited liability company, on one hand, and an employee of any component of TWU, on the other hand, other than the relationships which have been previously disclosed to TWU in writing and (ii) Proposer has not been an employee of TWU within the immediate twelve (12) months prior to the submittal deadline. All disclosures by

Proposer in connection with this affirmation will be subject to administrative review and approval before TWU enters into a Contract with Proposer. Any violation of this conflict of interest policy shall result in immediate cancellation of any resulting Contract in addition to a potential debarment of the vendor from doing business with the State of Texas.

7.14.2 No officer or employee of Proposer is in any dual employment positions with TWU that would result in a conflict of interest in relation to his/her position at TWU. If such circumstance arises, the employee shall remove himself/herself from the Procurement process and disclose the relationship to his/her direct supervisor and to the Chief Procurement Officer. A TWU department may not hire a vendor if a current TWU employee of such department is also employed by such vendor; a current employee of such department has a direct or indirect ownership interest in such vendor; and/or the hiring of such vendor would result in the furtherance of any private interest or gain for a current employee of such department. If the owner of any such vendor who provides services to TWU is a TWU employee, compliant payment to any vendor classified as a sole proprietorship or an individual shall be made through the Payroll Services department.

7.14.3 Proposer will make all disclosures required under Texas Government Code § 2252.908 upon award of a Contract that has a value of at least \$1 million.

7.15 Conflict of Interest Affirmation:

By signing and submitting the Proposal, the Proposer confirms that it acknowledges compliance and has provided all relevant information required below.

- The Proposer represents and warrants that its provision of Goods or Services or other performance under the Contract will not constitute an actual or potential Conflict of Interest and represent and warrant that it will not reasonably create even the appearance of impropriety.
- Disclose any current or former employees who are current or former employees of the Institution.

<u>Former Employee Name</u>	<u>TWU Department</u>
_____	_____
_____	_____
_____	_____
_____	_____

- Disclose any actual or proposed personnel who are, or are related to, current or former employees of the Institution.

<u>Actual or Proposed Personnel</u>	<u>Related Party</u>
_____	_____
_____	_____
_____	_____
_____	_____

- The Proposer represents and warrants that it has not given and will not give, at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant or employee or representative of TWU in connection with the Solicitation or any resulting Contract.

- Neither the Proposer nor the Proposer's principals (including, but not limited to, an owner, proprietor, sole or majority shareholder, director, president, or managing partner) are debarred, suspended, or otherwise excluded from doing business with TWU. TWU may also verify that an entity or principals are not debarred, suspended or otherwise excluded to confirm that no Contracts are awarded, extended or renewed.

Proposer Information and Signature

Proposer certifies that the individual signing this document and the documents made a part of this RFP is authorized to sign such documents on behalf of Proposer and to bind Proposer under any Contract that may result from the submission of Proposer's proposal.

By signing the proposal, the vendor certifies that if a Texas address is shown as the address of the vendor, the vendor qualifies as a Texas Resident Bidder, as defined in 34 TAC sec. 20.38.

Payee Identification Number (PIN): _____

Sole Proprietor should also enter social security No.: _____

Proposer/Company: _____

Name (Typed/Printed): _____

Title: _____

Street: _____

City/State/Zip: _____

Telephone No.: _____

Fax No.: _____

E-mail: _____

Signature (INK): _____

Other Preferences as defined in 34 TAC sec. 20.38 (check any that are applicable)

- Supplies, materials, equipment, or services produced in TX/ offered by TX bidders
- Agricultural products produced or grown in TX
- Agricultural products and services offered by TX bidders
- USA produced supplies, materials, or equipment
- Products of persons with mental or physical disabilities
- Products made of recycled, remanufactured, or environmentally sensitive materials including recycled steel
- Energy efficient products
- Rubberized asphalt paving material
- Recycled motor oil and lubricants
- Products produced at facilities located on formerly contaminated property
- Products and services from economically depressed or blighted areas

THIS SHEET MUST BE COMPLETED, SIGNED, AND RETURNED WITH PROPOSER'S PROPOSAL. FAILURE TO SIGN AND RETURN THIS SHEET WILL RESULT IN THE REJECTION OF YOUR PROPOSAL.

TWU Housing Services Agreement

HOUSING MASTER LEASE AGREEMENT

This Housing Agreement (this “Agreement”) is made and entered into by and between Texas Woman’s University, a public University organized under Chapter 107 of the Texas Education Code, whose main office address is at 304 Administration Drive, Denton TX. 76201 (“University”), and _____ a corporation with its principal place of business at [insert address] _____ (“Lessor”), effective as of [insert date, e.g. August 1, 2024] (“Effective Date”); subject only to approval of the TWU Board of Regents.

Whereas, the University has a need to expand its student housing program through the use of local, off-campus, residential units, and;

Whereas, the University issued RFP [RFP #] for the purpose of procuring leased housing and related services, and;

Whereas, Lessor owns or manages residential property and was the successful bidder pursuant to its representations on RFP[RFP #], and;

Now therefore, in consideration of the premises set forth above, and for other good and valuable consideration, the receipt of which is acknowledged by the parties, University and Lessor hereby agree as follows:

1. Lessor’s Services or Deliverables.

Lessor will provide the services as set forth in **Exhibit A**, Statement of Work, attached hereto and incorporated for all purposes (“the Services”).

2. Compensation.

As consideration for the Services provided by Lessor in accordance with this Agreement, University will pay Lessor, for each month of an Academic Year, the amounts reflected on **Exhibit A** for Program Property made available as part of the Services (collectively, the “Program Fees”). As used herein, a “Unit” is an apartment unit within a multi-family residential project. Lessor will deliver a correct invoice to University by the 5th business day of the month, or as soon thereafter as is reasonably practicable. Upon receipt of this invoice, the Program Fees shall be paid in arrears, within thirty (30) days of receipt and approval of invoice with payment sent to the address for Lessor. The parties agree that any delay in receipt of the correct invoice will result in a delay in payment by an equal number of days. Any Program Fees received after the time and date due will be subject to a late fee as provided by state law for state agencies of the state of Texas pursuant to Chapter 2251 of the Texas Government Code (as amended or revised). A “Business Day” is any day other than Saturday, Sunday, and days on which TWU is closed.

TWU Housing Services Agreement

3. Term.

This term of this Agreement shall be from [insert term, e.g. August 1, 2024 through July 31, 2026 _____](and may be extended by the terms of this Agreement, the “Term”) unless earlier terminated in accordance with Section 7. Parties will have the option to renew this Agreement for two (2) additional one (1) year terms. Lessor will provide written notice to University (which notice may be by email) of the Program Fees it proposes for an extension to the Term, on or before December 31st of the end of the current Term (the “Renewal Notice”). University may either accept such Program Fees or reject the same in writing to Lessor on or before the April 30st following Lessor’s submission of the Renewal Notice. University’s failure to accept or reject the terms of this Renewal Notice will be deemed a rejection. In the event of such rejection, this Agreement will terminate at the conclusion of the Term.

4. Licenses, Permits, Taxes, Fees, Laws and Regulations.

4.1 Lessor warrants that it will obtain, maintain in effect, and pay the cost for all licenses, permits, or certifications that may be necessary for Lessor's performance of this Agreement.

4.2 Lessor will be responsible for the payment of all taxes, excises, fees, payroll deductions, employee benefits (if any), fines, penalties or other payments required by federal, state, or local law or regulation in connection with Lessor's performance of this Agreement.

4.3 Lessor will comply with, and will be responsible for requiring its officers and employees to comply with all applicable federal, state, and local laws and regulations and applicable University board policies and relevant University policies and procedures.

4.4 Lessor certifies that it has the right to lease, provide the services and make the representations that are the subject of this Agreement. If this certification is or becomes incorrect, University may withhold any sums due to Lessor under this Agreement. Withholding of sums pursuant to this provision does not preclude any additional remedies and damages to which University may be entitled.

5. Confidentiality and Safeguarding of University Records; Press Releases; Public Information.

5.1 Under this Agreement, Lessor may (1) create, (2) receive from or on behalf of University, or (3) have access to, records or record systems (collectively, “**University Records**”). Among other things, University Records may contain social security numbers, credit card numbers, or data protected or made confidential or sensitive by applicable federal, state, and local, laws, regulations, and ordinances, including the Gramm-Leach-Bliley Act (Public Law No: 106-102) and the Family

TWU Housing Services Agreement

Educational Rights and Privacy Act, 20 U.S.C. §1232g (“**FERPA**”). If University Records are subject to FERPA, (1) University designates Lessor as a University official with a legitimate educational interest in University Records, and (2) acknowledges that its improper disclosure or redisclosure of personally identifiable information from University Records will result in Lessor’s exclusion from eligibility to contract with University for at least five (5) years. Lessor represents, warrants, and agrees that it will: (1) hold University Records in strict confidence and will not use or disclose University Records except as (a) permitted or required by this Agreement, (b) required by law, or (c) otherwise authorized by University in writing; (2) safeguard University Records according to commercially reasonable administrative, physical and technical standards (such as standards established by (i) the National Institute of Standards and Technology and (ii) the Center for Internet Security, the Gramm-Leach-Bliley Act, as well as the Payment Card Industry Data Security Standards) that are no less rigorous than best practices in the data security industry; (3) continually monitor its operations and take any action necessary to assure that University Records are safeguarded and the confidentiality of University Records is maintained in accordance with all applicable federal, state and local, laws, regulations, and ordinances, including FERPA and the Gramm-Leach Bliley Act, and the terms of this Agreement; and (4) comply with the University’s rules, policies, and procedures regarding access to and use of University’s computer systems. At the request of University, Lessor agrees to provide University with a written summary of the procedures Lessor uses to safeguard and maintain the confidentiality of University Records.

5.1.1 **Notice of Impermissible Use.** If an impermissible use or disclosure of any University Records occurs, Lessor will provide written notice to University within one (1) business day after Lessor’s discovery of that use or disclosure. Lessor will also promptly provide University with all information requested by University regarding the impermissible use or disclosure.

5.1.2 **Return of University Records.** Lessor agrees that within thirty (30) days after the expiration or termination of this Agreement, for any reason, all University Records created or received from or on behalf of University will be (1) returned to University, with no copies retained by Lessor; or (2) if return is not feasible, destroyed. Twenty (20) days before destruction of any University Records, Lessor will provide University with written notice of Lessor’s intent to destroy University Records. Within five (5) days after destruction, Lessor will confirm to University in writing the destruction of University Records.

5.1.3 **Disclosure.** If Lessor discloses any University Records to a permitted subcontractor or agent, Lessor will require the permitted subcontractor or agent to comply with the same restrictions and obligations as are imposed on Lessor by this Section.

TWU Housing Services Agreement

- 5.1.4 **Press Releases.** Except when defined as part of the Services, Lessor will not make any press releases, public statements, or advertisement referring to the Services or the engagement of Lessor as an independent contractor of University in connection with the Services, or release any information relative to the Agreement for publication, advertisement or any other purpose without the prior written approval of University. University will notice Lessor reasonably promptly following any media requests regarding the subjects of this Agreement.
- 5.1.5 **Public Information.** University strictly adheres to all statutes, court decisions and the opinions of the Texas Attorney General with respect to disclosure of public information under the *Texas Public Information Act*, Chapter 552, *Texas Government Code*. In accordance with the *Texas Public Information Act*, Chapter 552, *Texas Government Code*, and at no additional charge to the University, Lessor will make any information created or exchanged pursuant to this Agreement (and not exempt from disclosure under such law) available in a format reasonable requested by University that is accessible by the public.
- 5.1.6 **Texas Public Information Act – Subchapter J Requirements.** Pursuant to [Section 552.372, Texas Government Code](#), for agreements with a total value in excess of \$1,000,000, Lessor must: (1) preserve all contracting information (ref. [Section 442.003\(7\), Texas Government Code](#)) related to this Agreement as provided by the records retention requirements applicable to University for duration of this Agreement; (2) promptly provide to the University any contracting information related to this Agreement that is in the custody or possession of Lessor on request of the University; and (3) on completion of this Agreement, either (A) provide at no cost to the University all contracting information related to this Agreement that is in the custody or possession of Lessor or (B) preserve the contracting information related to this Agreement as provided by the records retention requirements applicable to the University.
- 5.1.7 **Termination.** In addition to any other termination rights set forth in this Agreement and any other rights at law or equity, if Lessor breaches any of the restrictions or obligations set forth in this Section, University may immediately terminate this Agreement without notice or opportunity to cure.
- 5.1.8 **Duration.** The restrictions and obligations under this Section will survive expiration or termination of this Agreement for any reason.

6. Independent Contractor.

TWU Housing Services Agreement

For all purposes of this Agreement and notwithstanding any provision of this Agreement to the contrary, Lessor is an independent contractor and is not a state employee, partner, joint venturer, or agent of University. Lessor will not bind nor attempt to bind University to any agreement or contract. As an independent contractor, Lessor is solely responsible for all taxes, withholdings, and other statutory or contractual obligations of any sort, including but not limited to workers' compensation insurance.

7. Termination.

- 7.1 Prior to University taking possession of the Premises, in order to cancel this Agreement after it is executed, University shall pay a cancellation fee of [insert # of months] rent.
- 7.2 This Agreement may be terminated for convenience by University with or without penalty, effective as of May 31, 2025 by written notice delivered to Lessor not later than January 30, 2025. No releasing fees shall be applicable to such termination of this Agreement. Other terms of this Agreement may be modified during the Term hereof by written agreement signed by the parties.
- 7.3 This Agreement may be terminated by either Party in the event of default of this Agreement beyond any applicable notice and cure periods. If either party shall fail to comply with any material provision of this Agreement, and with respect to any non-monetary obligation, such failure continues for a period of fifteen (15) days following written notice from the other party of the same, the other party shall have all rights and remedies at law or in equity.
- 7.4 If any of the Program Property is materially damaged by fire or other casualty, or taken by condemnation (or threatened to be so taken) or otherwise rendered uninhabitable, University may terminate this Agreement within fifteen (15) days after the occurrence of such casualty or condemnation by giving Lessor notice of such termination. If following any such casualty or condemnation University elects not to terminate this Agreement, Lessor will, within a reasonable time, repair or restore any damage to the Program Property. During such repair or restoration, if the Program Property is habitable, there shall be a reasonable reduction of the Program Fees for any unusable portion of the Program Property.

8. Insurance.

- 8.1 Lessor agrees to maintain, at Lessor's sole expense, and to cause its agents, suppliers and permitted subcontractors (if any) to maintain, at their sole expense, the following insurance coverage in at least the amounts specified:

TWU Housing Services Agreement

- 8.1.1. Workers Compensation: Statutory Limits;
 - 8.1.2. Employer's Liability: \$1,000,000 per accident and employee;
 - 8.1.3. Commercial General Liability (including contractual liability):
 - 8.1.4. \$1,000,000 per occurrence;
 - 8.1.5. Umbrella Insurance: \$2,000,000 per incident and \$2,000,000 in aggregate;
 - 8.1.6. Auto Liability: \$1,000,000 combined single limit; and
 - 8.1.7. Products/Completed Operations Insurance in the aggregate amount of \$2,000,000;
 - 8.1.8. Personal and Advertising Injury Liability Insurance in the aggregate amount of \$1,000,000; and
 - 8.1.9. All other insurance required by state or federal law.
- 8.2. A thirty (30) day notice of cancellation is required on all policies. Certificates of insurance verifying the foregoing requirements will be provided to University prior to commencement of any services under this Agreement. If a policy is written on a claims-made basis and the policy is cancelled, terminated or non-renewed at any time during the Term, Lessor will purchase an "extended reporting period" for at least a period of two (2) years beyond the termination or expiration of the Term.
- 8.3. Lessor will cause Owner to maintain, at Owner's sole expense, the following insurance coverage in at least the amounts specified:
- 8.3.1. Workers Compensation: Statutory Limits;
 - 8.3.2. Commercial General Liability (including contractual liability):
 - \$1,000,000 per occurrence and \$2,000,000 in aggregate;
 - Auto Liability: \$1,000,000 combined single limit; and
 - All other insurance required by state or federal law
- 8.4. Verification of Insurance Coverage will be forwarded to: [insert appropriate office]
- 8.5. University, as a public entity, is entitled to governmental immunity protections under applicable state law, however, it shall, during the Term, at its sole cost and expense, carry comprehensive general liability insurance and property insurance covering the Program Property, with liability limits of at least \$1,000,000 each occurrence and \$2,000,000 annual aggregate in the event governmental immunity protections are determined by a court of competent jurisdiction to not apply. University shall deliver a certificate evidencing such insurance to Lessor prior to the commencement of each Academic Year. University agrees to inform all occupants of the Units that no party carries personal property insurance for the contents of the Units, and that such occupant is occupying that Unit at its sole risk with regard to its personal property.

TWU Housing Services Agreement

9. Indemnification.

- 9.1. Lessor agrees to hold harmless, defend and indemnify University against losses and damages caused by the actions or inactions of Lessor or its affiliates, parents, subsidiaries or their respective employees or agents in connection with the Agreement. To the extent permitted by the laws and Constitution of the State of Texas, University agrees to hold harmless, defend and indemnify Lessor against losses and damaged caused by the actions or inactions of University or its employees or agent in connection with this Agreement.
- 9.2. Each party agrees that it shall give the other prompt notice of any claim, threatened, or made, or suit instituted against it that the party claims could result in a claim for indemnification above. The parties agree that in the event that indemnification is sought, the party seeking indemnification will furnish the indemnifying party, upon request, all information and assistance for defense against such claim, suit, or demand.
- 9.3. The foregoing indemnities and obligations shall survive any termination or expiration of this Agreement.

10. Breach of Contract Claims.

- 10.1. To the extent that Chapter 2260, *Texas Government Code*, is applicable to this Agreement and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, will be used by University and Lessor to attempt to resolve any claim for breach of contract made by Lessor that cannot be resolved in the ordinary course of business. The chief business officer of University will examine Lessor's claim and any counterclaim and negotiate with Lessor in an effort to resolve such claims. The parties specifically agree that (i) neither the execution of this Agreement by University nor any other conduct, action, or inaction of any representative of University relating to this Agreement constitutes or is intended to constitute a waiver of University's or the state's sovereign immunity to suit; and (ii) University has not waived its right to seek redress in the courts.

11. Miscellaneous.

- 11.1 Assignment. Neither party may assign this Agreement, in whole or in part, without the prior written consent of the other party.
- 11.2 Representations and Warranties by Lessor. If Lessor is a corporation or a limited liability company, Lessor warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization and is duly authorized and in good standing to

TWU Housing Services Agreement

conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver this Agreement, and the individual executing this Agreement on behalf of Lessor has been duly authorized to act for and bind Lessor and property owner.

- 11.3 Tax Certifications. If Lessor is a taxable entity as defined by Chapter 171, *Texas Tax Code* ("Chapter 171"), then Lessor certifies that it is not currently delinquent in the payment of any taxes due under Chapter 171, or that Lessor is exempt from the payment of those taxes, or that Lessor is an out-of-state taxable entity that is not subject to those taxes, whichever is applicable.
- 11.4 Texas Family Code Child Support Certification. Pursuant to Section 231.006, *Texas Family Code*, Lessor certifies that it is not ineligible to receive the award of or payments under this Agreement and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.
- 11.5 Payment of Debt or Delinquency to the State. Pursuant to Sections 2107.008 and 2252.903, *Texas Government Code*, Lessor agrees that any payments owing to Lessor under this Agreement may be applied directly toward any debt or delinquency that Lessor owes the State of Texas or any agency of the State of Texas regardless of when it arises, until such debt or delinquency is paid in full.
- 11.6 Loss of Funding. Performance by University under this Agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "Legislature") and/or allocation of funds by the Board of Regents of Texas Woman's University System (the "Board"). If the Legislature fails to appropriate or allot the necessary funds, or the Board fails to allocate the necessary funds, then University will issue written notice to Lessor and University may terminate this Agreement without further duty or obligation hereunder. Lessor acknowledges that appropriation, allotment, and allocation of funds are beyond the control of University.
- 11.7 Entire Agreement; Modifications. This Agreement supersedes all prior agreements, written or oral, between Lessor and University and will constitute the entire Agreement and understanding between the parties with respect to the subject matter hereof. This Agreement and each of its provisions will be binding upon the parties and may not be waived, modified, amended, or altered except by a writing signed by authorized representatives of University and Lessor.
- 11.8 State Auditor's Office. Lessor understands that acceptance of funds under this Agreement constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, "Auditor"), to conduct an audit or investigation in connection with those funds pursuant to Section 51.9335(c) of the *Texas Education Code*. Lessor agrees to cooperate with the Auditor in the conduct

TWU Housing Services Agreement

of the audit or investigation, including without limitation providing all records requested. Lessor will include this provision in all contracts with permitted subcontractors.

- 11.9 Force Majeure. Neither party hereto will be liable or responsible to the other for any loss or damage or for any delays or failure to perform due to causes beyond its reasonable control including, but not limited to, acts of God, strikes, epidemics, war, riots, civil unrest, flood, fire, tsunami, volcano, sabotage, air space closure, ground stop(s), a U.S. Department of State Travel Warning or any other circumstances of like character (“force majeure occurrence”).
- 11.10 Venue; Governing Law. Denton County, Texas, will be the proper place of venue for suit on or in respect of this Agreement. This Agreement and all of the rights and obligations of the parties hereto and all of the terms and conditions hereof will be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas.
- 11.11 Ethics Matters; No Financial Interest. Lessor and its employees, agents, representatives and subcontractors have read and understand University’s Conflicts of Interest Policy, State of Texas Standards of Conduct and Conflict of Interest Provisions available at www.statutes.legis.state.tx.us/docs/gv/htm/gv.572.htm, and applicable state ethics laws and rules. Neither Lessor nor its employees, agents, representatives, or subcontractor will knowingly assist or knowingly cause University employees to violate University’s Conflicts of Interest Policy, provisions described by State of Texas Standards of Conduct and Conflict of Interest Provisions, or applicable state ethics laws or rules. Lessor represents and warrants that, to the actual knowledge of Lessor, no member of the Board or any University employee has a direct or indirect financial interest in the transaction that is the subject of this Agreement. Lessor further warrants, represents, and covenants that, in performing this Agreement, it will use reasonable care to ensure it does not knowingly employ any person who has any such interest.
- 11.12 Waivers. No delay or omission in exercising any right accruing upon a default in performance of this Agreement will impair any right or be construed to be a waiver of any right. A waiver of any default under this Agreement will not be construed to be a waiver of any subsequent default under this Agreement.
- 11.13 Confidential Student Information. “Confidential Student Information” is defined as information that is personally identifiable to a student who is or was enrolled at University by any of the following means: the student’s name, the name of the student’s parent or other family members; the address of the student or student’s family; a personal identifier, such as an identification number, or biometric record; other indirect identifiers, including but not limited to the student’s date of birth,

TWU Housing Services Agreement

place of birth, and mother's maiden name; or any other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community to identify the student with reasonable certainty and includes information supplied to Lessor by University as well as any information provided by University's students and third parties to Lessor.

Lessor acknowledges that this Agreement may result in Lessor's access to Confidential Student Information, and that access to and disclosure of Confidential Student Information is restricted by University policy and federal law, namely the Family Educational Rights and Privacy Act ("FERPA").

Lessor agrees to hold Confidential Student Information in strict confidence. Lessor will not use or disclose Confidential Student Information received from or on behalf of University (or its students) except as permitted or required by this Agreement, as required by law, or as otherwise authorized in writing by University. Lessor agrees not to use Confidential Student Information for any purpose other than the purpose for which the disclosure was made. Lessor agrees that only Lessor's employees who have a legitimate business need in performing this Agreement will be given access by Lessor to the Confidential Student Information.

Lessor agrees that Lessor is under the direct control of University with respect to the use and maintenance of Confidential Student Information. If Lessor has materially breached any of its confidentiality obligations under this Agreement or has violated FERPA, University, in its sole discretion, will have the right to require Lessor to submit to a plan of monitoring and reporting; provide Lessor with a fifteen (15) day period to cure the breach; or terminate the Agreement immediately. Before exercising any of these options, University will provide written notice to Lessor describing the violation and the action it intends to take. If the Family Policy Compliance Office of the U.S. Department of Education determines that Lessor improperly disclosed personally identifiable information obtained from University's education records, University may not allow the Lessor access to education records for at least five years.

Lessor will, within one day of discovery, report to University any use or disclosure of Confidential Student Information not authorized by this Agreement or in writing by University. Lessor's report will identify: (i) the nature of the unauthorized use or disclosure, (ii) the Confidential Student Information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Lessor has done or will do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Lessor has taken or will take to prevent future similar unauthorized use or disclosure. Lessor will provide such other information, including a written report, as reasonably requested by University.

TWU Housing Services Agreement

The restrictions and obligations under this Section will survive expiration or termination of this Agreement for any reason.

11.14. Responsibility for Individuals Performing Services; Criminal Background Checks.

Each individual who is assigned to perform the Services under this Agreement will be an employee of Lessor or the Owner or an employee of a subcontractor engaged by Lessor. Lessor is responsible for the performance of all individuals performing the Services under this Agreement. Prior to commencing the Services, Lessor will have an appropriate criminal background screening performed on all the individuals who may come into contact with a University student and cause Owner to have an appropriate criminal background screening performed on all individuals it employs who could have contact with a University student and supply such information to Lessor. Lessor will determine on a case-by-case basis whether each individual assigned to perform the Services is qualified to provide the services. Lessor will not knowingly assign, and will cause Owner to not knowingly assign, any individual to provide services who has a history of criminal conduct unacceptable interactions with University students, including violent or sexual offenses.

Prior to commencing performance of the Services under this Agreement, Lessor will provide University a letter signed by an authorized representative of Lessor certifying compliance with this Section.

11.15. Certification regarding Boycotting Israel.

If (1) this agreement has a total value in excess of \$100,000, and (2) Lessor is a for-profit business with at least ten (10) employees, then pursuant to Chapter 2270, Texas Government Code, Lessor certifies it (1) does not currently boycott Israel; and (2) will not boycott Israel during the Term of this Agreement. Lessor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate

11.16. Lessor Verification regarding Boycotting Energy Companies.

If (1) this agreement has a total value in excess of \$100,000, and (2) Lessor is a for-profit business with at least ten (10) employees, then, if applicable, pursuant to Chapter 2274, *Texas Government Code (enacted by [SB 13, 87th Texas Legislature, Regular Session \(2021\)](#))*, Lessor verifies (1) it does not boycott energy companies and (2) it will not boycott energy companies during the term of this Agreement. Lessor acknowledges this Agreement may be terminated and payment withheld if this verification is inaccurate.

11.17. Lessor Verification regarding Discrimination against Firearm Entities or Trade Associations.

If (1) this agreement has a total value in excess of \$100,000 and will be paid wholly or partly from public funds, and (2) Lessor is a for-profit

TWU Housing Services Agreement

business with at least ten (10) employees, then, if applicable, pursuant to Chapter 2274, *Texas Government Code* (enacted by [SB 19, 87th Texas Legislature, Regular Session \(2021\)](#)), Lessor verifies (1) it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and (2) it will not discriminate during the term of this Agreement against a firearm entity or firearm trade association. Lessor acknowledges this Agreement may be terminated and payment withheld if this verification is inaccurate.

- 11.18. Certification regarding COVID-19 Vaccination. Pursuant to Section 161.0085, *Texas Health and Safety Code* (enacted by [SB 968, 87th Texas Legislature, Regular Session \(2021\)](#)), Lessor certifies that it does not require a customer to provide any documentation certifying the customer's COVID- 19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from Lessor's business. Lessor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
- 11.19. Certification regarding Business with Certain Countries and Organizations. Pursuant to Subchapter F, Chapter 2252, *Texas Government Code*, Lessor certifies Lessor is not engaged in Business with Iran, Sudan, or a foreign terrorist organization. Lessor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
- 11.20. Federal Requirements for Telecommunications Equipment or Services. Lessor represents that it will not provide covered telecommunications equipment or services, as defined in 47 CFR § 200.216, to University in the performance of this Agreement or any contract, subcontracts, or other contractual instrument resulting from this Agreement. In the event Lessor identifies covered telecommunications equipment or services, as defined in 47 CFR §200.216, used as a substantial or essential component of any system, or as critical technology as part of any system, during performance of this Agreement, or Lessor is notified of such by a subcontractor at any tier or by any other source, Lessor shall report information about the contract, equipment item, and mitigation measures to University within one (1) business day, and provide University with an update within ten (10) business days that includes measures to prevent recurrence.
- 11.21. Debarment and Suspension. Under Presidential [Executive Order 12549](#) and [Executive Order 12689](#), Texas Woman's University may not contract with parties listed on the General Services Administration's [System for Award Management \(SAM\)](#). SAM identifies (via active exclusions) entities that have been debarred, suspended, or excluded from receiving federal contracts, subcontracts, or federal assistance and benefits. In compliance with the Code of Federal

TWU Housing Services Agreement

Regulations (CFR) Section 180.300, the university includes suspension/debarment provisions in its purchase orders. By accepting the university's purchase order, the supplier is certifying that, to the best of its knowledge, the supplier and/or any of its principals are not suspended or debarred. Lessor certifies that it is not subject to debarment or suspension by the U.S. government and the Texas government. Further, Lessor certifies that it is not subject to a vendor hold by the State of Texas. Lessor certifies that it is not subject to debarment or suspension by the Texas Comptroller.

11.22. Cybersecurity Training Program. If Lessor has access to University's controlled or confidential information (as defined at [Data Classification](#)), or University's computer(s), then pursuant to Section 2054.5192, *Texas Government Code*, Lessor and its subcontractors, officers, and employees must complete a cybersecurity training program certified under Section 2054.519, *Texas Government Code* and selected by the University. The cybersecurity training program must be completed by Lessor and its subcontractors, officers, and employees during the term and any renewal period of this Agreement. Lessor shall verify completion of the program to the University.

11.23. Notices. All notices, demands, requests, consents, and other communications required or permitted to be given pursuant to the terms of this Agreement shall be in writing, and shall be deemed to be have been properly given if sent by personal delivery, reputable overnight carrier, or facsimile, with computer generated confirmation of receipt, and shall be deemed received upon receipt. For such purposes, the same shall be addressed as follows, or to such other address as may be requested by such party at least ten (10) days in advance:

University:

Department of University Housing

Texas Woman's University

Box 425380

Denton, Texas 76204

Attn:

Associate Director for University Housing

Ph: (940) 898-3676

Fax: (940)898-3638

_____:

11.24. Invoices. University agrees that it shall, with reasonable promptness, give notice to Lessor of any invoice or request for payment that it believes is incorrect.

TWU Housing Services Agreement

11.25. Time of the Essence. Time is of the essence of this Agreement, and of every term hereof.

11.26. No Third-Party Beneficiaries. Unless expressly stated herein, the parties both disclaim any intention to create rights or interests in favor of any third parties pursuant to the terms and conditions of this Agreement, and no third party may claim to be a beneficiary of any rights or remedies reserved to University or Lessor hereunder unless such party is the permitted successor or assign of either party.

Both parties acknowledge that they are duly authorized to act and enter into this agreement. University and Lessor have executed and delivered this Agreement to be effective as of the Effective Date.

Texas Woman’s University

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Attached:

- Exhibit A – Statement of Work
- Appendix A- TWU Apartment Occupancy and Clearance Form

TWU Housing Services Agreement

Exhibit A Statement of Work-

Notwithstanding any other provision In this Agreement (other than as stated below in this paragraph), Lessor's performance of the Services will (1) conform to the specifications and requirements of that certain Request for Proposal related to University Housing Service for Texas Woman's University, RFP No. (the "RFP"), which is Incorporated by reference for all purposes, and (2) to the extent consistent with the RFP, will conform with Lessor's proposal, dated [insert date] ("Lessor's Proposal") which was submitted by Lessor in response to the RFP and is incorporated by reference for all purposes. To the extent that the RFP or Lessor's Proposal conflict with the terms of this Agreement, the terms of this Agreement will control.

I. Project: Housing Services Program

University wishes to expand its student housing program through the use of local, off-campus, residential apartment units. Lessor wishes to identify certain residential properties and provide rights to such residential properties to University for use in the expansion of its student housing program on the terms and conditions stated In the Agreement.

II. Services or Deliverables. Lessor will provide the following services or deliverables:

1. Program Properties List

	1.	2.	3.
Property Name			
Property Address			
Total Units	units	units	units
Total Parking	spaces	spaces	spaces
Rate Per Month	\$/one-bed \$/two-bed	\$/one-bed \$/two-bed	\$/one-bed \$/two-bed

- 1.1 Total compensation to Lessor will not exceed [insert total amount] without the prior approval of University.
- 1.2 Other properties may be added by addendum as Program Properties by written agreement of the parties.

TWU Housing Services Agreement

2. Use of Program Properties:

- 2.1. University shall have the exclusive right to occupy and sublease the Program Properties during the Academic Year for the purpose of residential housing; student housing will be pursuant to University's student housing program. Program Properties shall be occupied by students of University at University's sole discretion. As used herein, the term "Academic Year" shall mean the period beginning on August 1 of a calendar year and ending on May 31 of the following calendar year.
- 2.2. Lessor shall have the exclusive right to occupy the Program Properties during all periods other than the Academic Year.
- 2.3. During the period between the commencement of an Academic Year and the occupancy of a Unit by a student, Lessor and University will cooperate to make the Units move-in-ready for students in accordance with the TWU Apartment Occupancy and Clearance Form "Appendix A" and photo/video documentation of each Unit shall be made. As used herein, a "Unit" shall mean an apartment unit within a Program Property.
- 2.4. Subject to state and local ordinances, University shall have the right to place signage at each Program Property identifying the Program Property as University housing,. Such signage shall at all times remain the property of University and shall be immediately removed from all Program Properties upon expiration or earlier termination of this Agreement. University shall maintain all signage in good condition. University acknowledges that Lessor may also maintain signage at the Program Properties, identifying Lessor's role in providing the services hereunder.
- 2.5. Lessor agrees that it has delivered the applicable rules and regulations of each Program Property to University prior to the date of this Agreement, and University agrees that it will enforce such rules and regulations with respect to the use of a Unit in Program Property, including rules and regulations regarding parking at a Program Property.
- 2.6. Pets shall be prohibited in all units. Service animals and emotional support animals are not pets under this agreement and shall be permitted with appropriate documentation.
- 2.7. University agrees that it subleases will require the Program Property shall (i) be used in such manner that safeguards each Unit and the property within each Unit (ii) be maintained in a clean and sanitary condition, and surrendered after each Academic Year in the same condition as when occupied, normal wear and tear excepted, (iii) be used only in compliance with all laws, statutes, ordinances and regulations, federal, state, county, or municipal, now or hereinafter in force, applicable to the Units, a Program Property, and University, and in a manner so as not to disturb other occupants of a Program Property. In the event any student occupying a Program

TWU Housing Services Agreement

Property pursuant to this Agreement violates these requirements, University will be responsible for removing such student from the Program Property in the event such removal is warranted.

- 2.8. University agrees that no alterations may be made to any Unit in any Program Property unless expressly permitted pursuant to this Agreement.
- 2.9. University agrees that Lessor shall have the right to periodically inspect any Unit in Program Property provided, however, that Lessor gives University at least twenty-four hours' notice of inspection and that University shall at all times have the right to accompany Lessor on such inspection. Lessor shall also have the right to access a Unit in connection with the maintenance and repair obligations contained herein, and in the event of an emergency, without prior notice.
- 2.10. Unless caused by the negligence or intentional misconduct of such party, Lessor is not responsible for any harm to any personal property of University, including the personal property of any occupant, guest or invitee of an occupant in possession of a Unit pursuant to University's sublease to student.

3. Safety of Program Properties

- 3.1. Lessor shall comply with all federal, state and local safety codes applicable to the Program Property.
- 3.2. All reports, completed investigations of and citations for non-compliance shall be provided by University to Lessor, and Lessor shall take commercially reasonable efforts to remediate any code violation and complete any necessary repairs or maintenance arising from the same within a reasonable period of time thereafter.
- 3.3. Lessor shall be responsible for any and all cost related to Code Compliance requirements.

4. Maintenance and Services.

- 4.1. Lessor shall provide for each Unit in a Program Property normal maintenance of the Unit, which shall include repair and replacement of appliances and other Unit fixtures arising from normal wear and tear typical for a residential apartment unit.
- 4.2. The parties agree that prior to the occupancy of a Unit for an Academic Year, the parties will inspect each Unit together, photographing, or creating video documentation, the condition of the same.

Further, Lessor will, at the University's request, join the University for inspection after move-out again photographing or creating video documentation to determine any damages beyond normal wear and tear. Lessor shall notify University in writing of any

TWU Housing Services Agreement

damages to the leased premises in the Program Property and detail the amount necessary to repair such damages or restore such leased premises to prior condition, reasonable wear and tear excepted. Reasonable wear and tear shall include routine cleaning and repainting at the end of the Term. University shall pay such amounts in accordance with Texas Government Code, section 2251.

- 4.3. Any requests for maintenance to a Unit shall be provided by University to Lessor, and Lessor shall take commercially reasonable efforts to investigate such request within twenty-four (24) hours of receipt of the same and complete any necessary repairs or maintenance arising from the same within a reasonable period of time thereafter.
- 4.4. All utilities and services shall be in the name of Lessor. All set-up charges and installation fees for utilities and services to a Unit, including but not limited to, cable, high speed internet, electricity, water, sewer, gas and trash, shall be billed to Lessor directly by the service provider. Lessor shall bill University monthly for the actual costs of such set-up charges and installation fees and University shall pay Lessor for the same within thirty (30) days of receipt of a correct invoice from Lessor for the same.
- 4.5. Lessor has included within the Program Fees allowances for the cost of (i) electricity, (ii) gas (If applicable), (iii) water, (iv) trash collection, (v) basic cable/satellite television service (which shall be selected by Lessor, In its sole discretion), and (vi) high speed internet access (collectively, the "Unit Service"). Lessor will pay such Unit Services; provided, however, that any costs for Unit Services in excess of (a) \$[amount] for a one-bed Unit and (b) \$[amount] for any two-Bed Unit shall be paid by University within thirty (30) days of receipt of a materially correct invoice from Lessor for the same.
- 4.6. Lessor will maintain the general areas and grounds including but not limited to all security devices, appliances, and furnishings in working order and in a neat, clean, and sanitary fashion.

5. Program Property Improvements.

- 5.1. In the event University desires certain improvements be made to Program Properties, reasonable improvements will be made.
- 5.2. Upon installation such will become the property of the owner of the Program Property. University may make requests for such improvements to Lessor in writing, and the parties will agree to the cost and scope of improvements and the timing of the same and document the same in writing. Promptly following the completion of such improvements, and the receipt of a correct invoice by University, University will pay Lessor for such improvements pursuant to the agreed-upon cost.

6. Surrender.

TWU Housing Services Agreement

- 6.1 On or before May 31 of each calendar year, University shall cause all Units to be vacated in the condition required by this Agreement. In the event any Unit is not completely vacated (including all material personal property of the occupant of the Unit), University shall pay a per diem Fee in the amount of \$[amount] per day for a one-bed Unit, and \$[amount] per day for a two-bed Unit. Such amounts shall be due within thirty (30) days of a correct written demand for the same.
- 6.2 Rollover Occupancy. During the Summer Months of June and July, University will pay the Lessor for each summer for students who are continuing from the Spring semester to the Fall semester and who will remain in the same unit; \$[amount] for each one bedroom unit and \$[amount] for each two bed room unit.

2023-24 Residence Life Handbook

Housing & Dining



TEXAS WOMAN'S
UNIVERSITY™

TABLE OF CONTENTS

Welcome	6
Vision	7
Mission	7
Residential Curriculum	7
Valuing Human Diversity	7
Housing & Dining Staff	8
Central Office	8
Professional Staff	8
Residence Halls and Apartments Staff	10
Student Staff	10
Living Learning Communities	12
Types of Living Learning Communities	13
Community Living	15
Leadership Opportunities	15
Roommate Agreements	17
Family Housing	18
The Clubhouse	18
Community Health and Safety	19
Health and Safety Inspections	19
Prohibited Items	19
COVID-19 Procedures	21
Residential Services	23
Academic Support Office	23
Accessible Spaces	24
Building Access	24
Computer Labs	24
Custodial Services	24
Elevators	24
Fitness Center	25
Front Desk	25
Guinn-Stark Commons	25
Laundry	25
	2

Mail and Packages	26
Makerspace	27
Multipurpose Room (MPR)	27
Narcan	27
Pest Control	27
TWUNet	28
Study Lounges	29
Televisions	29
Training Room	29
Vending Machines	29
Dining Services	29
Dining Office	29
Meal Plans	29
Exemptions	30
Dining Dollars	31
Dining Options	31
The Market	32
Living on Campus	32
Residency Requirement	32
Eligibility	32
Housing & Dining Contract	33
Failure to Fulfill Housing & Dining Contract	34
Assignments	34
Housing and Meal Plan Payments	34
Opening and Closing of the Halls	35
Break Housing	35
Collection Drives	36
Sustainability	36
Moving In	37
Cleaning Personal Space	37
Furnishings	37
Damages	38
Decorations	38
Room Entry	38
Work Orders	39
Vacancies	39
Addressing Concerns	39

Room Changes	40
Checking Out of Your Space	40
Checkout Form Sample & Procedures	41
Checkout Cleaning Checklist	42
Refund of Deposit	44
Policies	44
Abandoned Property	44
Alcohol	45
Bicycles	45
Chalking	45
Commercial Solicitation and Demonstration	46
Cooking	46
Damages and Cleaning Charges	47
Darts and Dartboards	51
Decorations	51
Electrical Appliances	52
Gambling	53
Hoverboards	53
Illegal Substances and Drugs	53
Keys	53
Motorcycles and Mopeds	54
Murals	54
Noise	54
Paint	55
Pets	55
Posting Policy and Procedure	56
Public Space Reservations	56
Quiet Hours	57
Research	57
Skateboards and Skates	57
Stairwells and Hallways	57
Tobacco	58
Vehicles	58
Visitation and Guest Policies	58
Weapons and Firearms	60
Windows and Balconies	61

Student Conduct	61
Student Rights and Responsibilities	62
Resident Rights and Responsibilities	63
Cooperation with University Officials	64
Conduct Review Process	64
Housing & Dining Appeals Process	65
Emergency Procedures	65
Active Shooter	65
Evacuation Routes: Emergency Assembly Areas (EAAs)	66
Fire	68
Tornadoes and Severe Thunderstorms	68
Power Outages	69
Bomb Threat	70
Illness or Injury	70
Missing Person	71
Sexual Misconduct	71
Reporting Incidents	72
Addendum	73
TWU Housing & Dining Contract	73

Please note that all of the following information in this document is subject to change. Refer to the TWU Housing & Dining website for the most current version of the handbook. Updated August 2023.

Welcome

Whether you are returning to campus or experiencing TWU campus life for the first time, all of us at TWU Housing & Dining are happy that you have chosen to enjoy the many benefits of living on campus. You have chosen to live in a very diverse community with students of many different backgrounds and beliefs. Living in an inclusive community will provide various opportunities for personal growth that are built upon empathy and respect. The mission of the Department of University Housing & Dining is to provide opportunities for academic success, leadership, diverse interactions, and campus engagement within a safe, compassionate, and inclusive environment.

TWU Housing & Dining offers a wide range of activities and opportunities for student engagement. Being involved on campus helps you find new friends, develop leadership skills, enhance your resume, discover career opportunities, and grow as an individual! If you are interested in leadership or employment opportunities, then we have options for you, too! The Residence Hall Association (RHA) and Community Interns allow you to become actively involved in making a positive difference at TWU, gain leadership skills, and have fun working in a team environment. Employment opportunities are available as front desk Student Assistants, Clubhouse Recreation Leaders, Maintenance Assistants, and Pioneer Kitchen staff—just to name a few!

The Residence Life Handbook is designed to be a guide for all residential students at Texas Woman's University. This handbook is considered an extension of your Housing & Dining Contract. If you have questions, concerns, or suggestions about the policies, activities, or services that TWU Housing & Dining offers, please contact any member of our staff or stop by our central office, located in Parliament Village, Mary's Hall.

We are so excited to watch you grow and excel in all areas of your life as you pursue your education. Your TWU Housing & Dining team will be cheering you on and always ready to help along the way. Wishing you much success, fun, and great memories this year!



Jill Eckardt

Executive Director of TWU Housing & Dining

Vision

The vision of Housing & Dining is to enrich the student experience by creating a stimulating environment that encourages civility, well-being, and academic success. When they are fully engaged in the community, residents will acquire skills and knowledge that will enable them to become successful leaders in the world.

Mission

The mission of the Department of University Housing & Dining is to provide opportunities for academic success, leadership, diverse interactions and campus engagement within a safe, compassionate, and inclusive environment.

Residential Curriculum

Housing & Dining puts student learning at the heart of our work. The residential curriculum ensures that our residence halls cultivate the best learning environment possible for residents. Our curriculum is closely related to the Mission and Vision of Housing & Dining wherein residents are encouraged to become leaders and global citizens in a community climate that inspires excellence and a pioneering spirit.

Additionally, Housing & Dining provides a community environment wherein residents are encouraged to engage in the lifelong learning experience. Residents learn about maintaining a sense of well-being, practicing marketable skills, and pursuing intellectual development. These experiences contribute to residents' ability to contribute to their communities as compassionate neighbors and trailblazing leaders.

Welcome to the N.E.S.T.

As **Neighbors**, students will be able to identify their roles and responsibilities as community members, build meaningful relationships, and develop a positive sense of belonging in the TWU and Denton communities.

As **Explorers**, students will learn more about who they are and what they want out of work, school, and relationships. Students will also learn to be more mindful of their own identities and how these identities interact with the community.

As **Scholars**, students will have opportunities to ignite their passions for learning and will discover learning strategies to increase resiliency and motivation.

As **Trailblazers**, students will learn how to leave their mark on campus and make a positive impact in their communities by finding their own paths and encouraging others to do the same.

Valuing Human Diversity

Housing & Dining is committed to building and strengthening relationships with everyone who works and lives within our residence halls and apartments. As a

community, we actively seek ways to support interaction and promote awareness and understanding of the diversity that exists within and outside of Texas Woman's University. We encourage each member of our community to continue the lifelong process of refining the skills and attitudes needed to appreciate and value differences in others.

The diversity of our community and the varied perspectives, talents, and life experiences reflected in it drive our desire to provide a welcoming environment. We encourage acceptance and appreciation of all people regardless of race, gender identity, age, ethnicity, abilities, sexual orientation, nationality, religion, political affiliation, or socioeconomic background. We believe that each person has worth and should be treated with dignity and respect. Acts of bigotry, discrimination, or harassment will not be tolerated.

If at any time you feel disparaged or disrespected in the residence halls or apartments, please report your concerns to a full-time Housing & Dining staff member.

Realizing our shared vision requires that we all act with courage, grace, generosity, and boldness. Only together can we truly build a welcoming, diverse, and pioneering community.

Housing & Dining Staff

Central Office

The Housing & Dining central office is located on the south side of the first floor of Mary's Hall in Parliament Village.

Housing & Dining
703 Administration Drive
Denton, TX 76204-5380

Phone: (940) 898-3676
Email: housing@twu.edu
Website: <http://www.twu.edu/housing>

Professional Staff

Area Coordinator

The Area Coordinator (AC) is a full-time professional who lives on-site and is responsible for the administrative, facility, and risk management of their assigned area. Additionally, the AC assists in the development of residential education goals and implementation measures. Area coordinators supervise Residence Directors within their area.

Assistant Director - Housing Administrative Services: Beth Eppinger

The Assistant Director for Housing Administrative Services is responsible for the supervision of the University Housing & Dining business and administrative operations for the central office, and the residential communities.

Assistant Director - Housing Facilities: Tonya Gilbeaux

The Assistant Director - Housing Facilities is directly responsible for oversight of the facility components of the overall housing program. They serve as a liaison to the Department of Facilities Management and Construction.

Assistant Director - Residence Education: Miguel Najera

The Assistant Director for Residence Education is responsible for management of the residential student development program, advising Residence Hall Association, Living Learning Communities, and Academic Support Offices.

Associate Director - Housing & Dining: Vik Arunkumar

The Associate Director for University Housing & Dining is responsible for the management and supervision of the residence life and Clubhouse staff members, residential student conduct process, summer conferences, and the day-to-day residential functions of the department.

Executive Director: Jill Eckardt

The Executive Director is responsible for providing leadership for the administrative, budgetary, curricular, programmatic, and auxiliary operations of University Housing & Dining. They also serve as the contract liaison with Pioneer Kitchen.

Integration Analyst: Jennifer Gray

The Integration Analyst is responsible for defining, testing, analyzing, and maintaining new software applications in support of the achievement of the university's business requirements. They also provide the technical expertise required for advanced information technology systems and are responsible for ensuring the successful integration of both administrative, auxiliary, and academic systems.

Residence Education Coordinator - LLC

The Living Learning Community Coordinator is a full-time professional who lives off-site and is responsible for the coordination and operation of the Living Learning Communities program that promotes student learning, academic success, and community.

Residence Director

The Residence Director (RD) is a full-time professional who lives on-site and provides leadership for staff and students in the residential area. The RD manages the general operations of the residential facility.

Residence Education Coordinator - Academic Initiatives

The Residence Education Coordinator is a full-time professional who lives off-site and is responsible for the administrative, programmatic, and day-to-day operations of the Academic Support Offices.

Residence Halls and Apartments Staff

The residence halls and apartments are managed and supported by teams of individuals who live on-site including professional staff and student paraprofessionals. These teams plan and schedule activities designed to promote an exchange of ideas, experiences, attitudes, and interests while being conducive to academic achievement. Residents are encouraged to actively participate in their residential communities, which includes getting to know their Resident Assistants and Residence Directors.

Residence Halls and Apartments Front Desk Contact Information:

- Guinn Hall: (940) 898-3636
- Lowry Woods Apartments: (940) 898-3785
- Parliament Village: (940) 898-3655
- Stark Hall: (940) 898-3694

Residence Life Professional Staff Contact Information:

- Guinn Hall Residence Director: TBA: (940) 898-3612
- Lowry Woods Apartments Residence Director: Alisha Hannah: (940) 898-3788
- Parliament Village Area Coordinator: Crystal Romero: (940) 898-3787
- Parliament Village North and South Hall Residence Director: : Nancy Perez-Ramirez (940) 898-3699
- Parliament Village Mary's Hall Residence Director: Nicki Neely: (940) 898-2995
- Stark Hall Residence Director: D'Kevion Traylor (940) 898-3697

Student Staff

Academic Support Assistant

The Academic Support Assistant (ASA) is an undergraduate student who has been selected to serve as an academic liaison for students in all halls. The ASA will facilitate academic programming for residents while working closely with the Resident Assistant staff.

Academic Support Tutor

The Academic Support Tutor (AST) is an undergraduate or graduate student who has been selected to serve as an academic tutor for residents in all halls. The AST will facilitate one on one tutoring and course specific group tutoring for residents.

Maintenance Assistant

The Maintenance Assistant provides support to the Assistant Director for Housing Facilities in maintaining the residential buildings, moving furniture/equipment to and from campus locations, setting up tables and chairs for special events, and assisting with safety inspections and compliance with safety codes.

Recreation Coordinator

The Recreation Coordinator is responsible for assisting the Family Services Coordinator with the program development for the Clubhouse after-school and Summer recreational program. This person serves as the on-site supervisor for the Recreation Leaders in the absence of the Family Services Coordinator.

Recreation Leader

The Recreation Leaders implement planned programs at The Clubhouse. The students hired in this position have recreational, elementary education, or child development backgrounds.

Resident Assistant

The Resident Assistant (RA) is a student staff member who lives in the residential community to serve as the primary resource to the residents for information and assistance. They create a community environment conducive to academic success and personal development, develop community consideration for the rights of others on the floor, organize activities to contribute to students' personal growth, counsel residents on personal concerns, refer students to appropriate resources, communicate residence hall regulations, assist residents in acceptance of responsibility, protect the health and safety of residents, and assist the Residence Director in general administration of the hall.

Student Assistant

The front desk in each residence hall is staffed by Student Assistants (SAs) and RAs. They are responsible for assisting and checking in visitors and guests to the building, answering the phone, helping students with lockouts, and other administrative tasks which may arise.

Student Technology Assistant

The Student Technology Assistant (STA) is responsible for the oversight of the equipment found in the various residential computer labs and makers space. The STA provides customer service and technical support to residential/dining staff and housing students through on site assistance and technology maintenance.

Student Manager

The Student Manager (SM) is a senior member of the residence hall staff who assists the Residence Director(s) in managing the overall operation of the building while also providing peer leadership to Resident Assistants and Community Interns.

Living Learning Communities

Living Learning Communities (LLCs) at Texas Woman's University provide student-learning opportunities that strengthen the student's intellectual and personal growth. They are designed to combine in-class and out-of-class experiences that complement and extend classroom learning by fostering faculty and resident interaction.

The various communities are structured so that students have involvement in the LLC program. Participants in LLC are enrolled in the same class(es) and participate in social and academic groups while residing in Parliament Village. All courses offered in the LLC program are a part of the University core curriculum.

LLC alumni serve as the Resident Assistants (RAs) and Academic Support Assistants (ASAs) for the communities providing valuable resources and assistance to the residents in the community.

Participation Requirements of Living Learning Communities

- Enroll in required LLC courses during the Fall and Spring semesters
- Participate in LLC retreat prior to the first day of classes
- Participate in weekly study hours
- Participate in floor activities for social and educational enhancement
- Participate in UNIV 1231 out of class activities
- Attend LLC sponsored events during the Fall and Spring semesters
- Attend the End of the Year Awards and Recognition Ceremony

UNIV 1231

TWU's first-year seminar, UNIV 1231, provides an opportunity for students to identify

their individual learning styles and to develop the skills necessary to learn and succeed in their academic program. The course emphasizes effective integration of learning style with academic skills, personal management, and resource utilization.

UNIV 1231 is required for all first-year students and some special student groups (Honors, LLC, etc.) who are transferring to TWU with less than thirteen credit hours. For students who are members of an LLC: Dual credit, IB credit, and AP credit does NOT count as exemptions for enrollment in UNIV 1231.

Types of Living Learning Communities

College Connections LLCs

Students participating in the College Connections LLCs are placed based on their major/college and are enrolled in a block of courses together for both the Fall and Spring semesters. Students who are a part of a College Connections LLC must have a roommate with a major in the same college.

Arts LLC

Students majoring in arts, dance, drama, and music are invited to apply to this exciting LLC which is designed to expand involvement with the arts through structured and unstructured experiences.

Commuter LC

In conjunction with the Campus Alliance for Resource Education (CARE) Office, this community offers students living at home and commuting to campus a unique opportunity. Members of the Commuter Learning Community program will enroll UNIV 1231 together. Although Commuter LC students do not live together, this is the next best thing to the traditional residential experience.

Health Professions LLC

As the demands of today's health professions continue to grow, you can grow with them by immersing yourself in the hands-on, experiential environment of the Health Professions LLC. This community promotes a culture focused on increasing community members' understanding of numerous fields in health professions. Health professions majors include biochemistry, biology, chemistry, communication sciences & disorders, pre-dental hygiene, health studies, kinesiology, pre-nursing, nutrition and food sciences, pre-occupational therapy, and pre-physical therapy.

Psychology Majors LLC

Specifically for psychology majors, this LLC encourages residents to have academic-focused conversations and study groups around their field of study. This

encourages enriching conversations regarding the field of psychology that would not be found in any other LLC.

Pioneer Connections LLCs

ADELANTE LLC

The ADELANTE Leadership Program, through the Office of Diversity, Inclusion and Outreach (DIO), is designed for student leaders who want to cultivate their leadership development, strengthen cultural pride among their local communities, build mentor relationships, and increase civic engagement. The four-year scholarship program is designed to intentionally provide comprehensive support for 40 students per cohort and continue developing and mentoring cohorts through degree completion.

Honors LLC

In this program, students take UNIV 1231 together and may have additional opportunities to work on special projects. To participate in the Honors LLC, students must be admitted to the TWU Honors Scholars Program.

Legacy Leaders

Recipients of the Jane Nelson Institute for Women's Leadership Legacy Leaders scholarship are encouraged to participate in the Legacy Leaders LLC. All Legacy Leaders will complete a first-year experience course together in the Fall and participate in co-curricular activities throughout their first academic year and their general time at TWU. Students must be admitted to the Legacy Leaders scholarship program prior to LLC membership.

McDavid Scholars

McDavid Scholars take the First Year Experience course together in the Fall semester, as well as participate in mentorship and activities through the Scholar Programs Department. Being part of the McDavid Scholars Program – residents also have individualized advising and additional opportunities to get involved in TWU campus life through the Scholar Programs Department.

President Leadership Council

Students in the President's Leadership Council (PLC) complete a First-Year Experience course together in the Fall and participate in co-curricular leadership activities throughout the first year. PLC students also participate in service with other PLC students throughout their time at TWU. Students must be admitted to the President's Leadership Council prior to LLC membership.

Terry Scholars

Terry Scholarship Program recipients complete the First-Year Experience course together in the Fall semester. All Terry Scholars are members of the Terry Scholars Student Organization which provides additional opportunities to be involved in TWU campus life.

Texas Leadership Scholars

Texas Leadership Scholars take the First Year Experience course together in the Fall semester, as well as participate in mentorship and activities through the Scholar Programs Department. Being part of the TX Leadership Scholars Program – residents also have individualized advising and additional opportunities to get involved in TWU campus life through the Scholar Programs Department.

Transfer LLC

Students participating in the Transfer LLC will enjoy activities aimed at their success assimilating to TWU both academically and socially. Transfer LLC is located in Stark Hall, and is for new-to-TWU sophomore students transferring from another institution. Transfer LLC is open to any major.

Community Living

Life in campus housing begins with getting along with your roommate, but it doesn't end there. When you live in the TWU residence halls or apartments, you become part of a community. This community will gradually take on new meaning for you as it becomes your new home. The RA in your community, the Community Internsl, and the Residence Hall Association will plan events designed to help you get to know the other people in your community. While these events are optional, your participation will help establish a sense of friendship among community members.

Community living has some similarities to living with roommates. Both require that you are considerate of the other people and that you take the time to get to know others. Your RA will be meeting with the residents in your living area to assist you in establishing agreements for your floor and hall/apartment community.

Leadership Opportunities

Residence Hall Association

Residence Hall Association (RHA) is a student-led organization that serves residents living on campus. RHA works with the Housing staff and residents in the development of residence hall and apartment policies, programs, and facilities. With the cooperation of the Community Interns, a variety of activities are provided in order to bring the residents, hall, and apartment communities together. RHA acts as a liaison

between residential students and Housing & Dining. The RHA Executive Board includes the following positions:

- **President:** Maya Landgrebe
- **Vice President:** Leanne Mathew
- **Secretary:** Kierstin Caver
- **Finance Officer:** Amelia Cervantez
- **Publicity Coordinator:** Mario Garcia
- **National Communications Coordinator:** Christiane Segovia
- **National Communications Coordinator In-Training:** TBA
- **Advisor:** Miguel Najera

The responsibilities of RHA include:

- To serve as the general advocacy body affecting residence halls and apartment communities.
- To facilitate social, educational, and/or advocacy community events for residential students
- To promote facility improvements in the residence halls and apartment communities.
- To advise each Community Intern in the establishment of an autonomous governmental structure.
- To provide leadership development within the residence halls and apartment communities.
- To provide community interaction opportunities for all residential students.
- To represent residence hall and apartment community students in a variety of University committees and forums.

The RHA office is located in the Guinn-Stark Commons. You may visit the RHA office or call (940) 898-3618 during RHA's office hours to get in contact with the Executive Board.

National Residence Hall Honorary, Nancy Murphy-Chadwick Chapter

The National Residence Hall Honorary (NRHH) is the premiere honorary supported by the leading national organization advocating for the interests and welfare of residence hall and apartment students while also providing opportunities for their personal growth and development. NRHH strives to provide recognition for individuals who have contributed to the advancement of college and university housing. NRHH strives to recognize the top 1% of student leaders living on campus. NRHH encourages the development and continued commitment to leadership within the areas of recognition, community service, and scholastics on the local, regional, and national levels. The NRHH officer positions include:

- **President:** Alessandra Huizar
- **Vice President of Recognition:** Deniyah Taylor

- **Vice President of Selection and Induction:** TBA
- **Secretary:** TBA
- **Treasurer:** TBA
- **Advisor:** Crystal Romero

Community Interns

The Community Intern program provides a fantastic leadership opportunity for residents who are looking to contribute to the campus experience. Each residential community has Community Interns that work under RHA to plan and host events tailored to their specific residence hall, advocate for students' needs, and develop lasting relationships within the community. Community Interns work one-on-one with the RHA Executive Board and their residence hall's Student Manager Co-Advisor in a peer-mentor relationship in order to develop their own sense of leadership and confidence on campus. Community Intern positions are as follows::

- Lead Intern
- Vice President of Financial Operations
- Vice President of Administration
- Vice President of Community Relations

Roommate Agreements

With Housing & Dining, your room is more than just a place to sleep and study. In fact, it is a place for you to fully immerse yourself in the college experience. The quality of life that you choose to have in your assigned room will depend on you, your roommate, and the relationship you have with one another. It really is the small things that can add up to roommate conflicts. Open communication is the key to having a successful year with your roommate. To facilitate this process of open communication, Housing & Dining strongly encourages you to complete a Roommate Agreement with your roommate at the beginning of the Fall semester and then again at the beginning of the Spring semester.

You will receive instructions from your RA about how to complete the Roommate Agreement process. The Roommate Agreement is not a requirement for living on campus, though it is highly encouraged for each set of roommates. This binding document allows you and your roommate to communicate goals, expectations, and boundaries for your shared space. How will you keep the common spaces clean? How will the room be arranged? What are your feelings on borrowing personal items and sharing food? What do each of your schedules look like? Is someone an early bird and another roommate a night owl? These types of questions will prompt you and your roommate to consider and create a set of agreed upon guidelines for your shared space that you both feel comfortable with moving forward.

The end goal of the Roommate Agreement process is that both you and your roommate walk away feeling prepared for living together for the months to come. This process allows both parties to familiarize themselves with each other's preferences, differences, and boundaries with consideration and respect. Taking this time to lay the groundwork for a successful roommate relationship may prevent roommate conflicts from occurring in the first place.

However, if you find yourself in a roommate conflict, both you and your roommate have the ability to revisit and edit your Roommate Agreement. If you find yourself in the middle of any conflict, remember that every situation has at least two individuals involved who have the right to be heard and accepted. Furthermore, you may contact your RA at any time for assistance in resolving roommate conflicts.

Family Housing

Family housing is available in the Lowry Woods Community. These apartments are unfurnished. The size of the assigned apartment is determined by the number of occupants. Two-bedroom apartments will accommodate a maximum of four occupants (including a legally married couple and two children or a single parent and two children). Three-bedroom apartments will accommodate a maximum of six occupants (including a legally married couple and four children or a single parent and four children). As outlined in the Housing & Dining contract, family housing is valid and in effect so long as the student is enrolled in courses and remains in good standing during the academic year.

The Clubhouse

The Clubhouse is an afterschool and summer day-camp enrichment program designed for school-age children between the ages of 5 and 12 (at the time of the child's enrollment) of enrolled TWU students. Children of TWU students living on campus in family housing will be given priority for this program. Priority placement deadlines are July 15 for the Fall and March 15 for the Summer. Non-students affiliated with TWU will be considered on a space available basis. Activities implemented at the Clubhouse include games promoting social and emotional development, community service projects, cooking, sports, arts and crafts, fitness activities, music, math and science enrichment activities, storytelling, reading, swimming, field trips, and other fun activities!

Community Health and Safety

Health and Safety Inspections

To ensure the safety and wellbeing of all residents, residence life staff will conduct

health and safety inspections of all resident spaces at least twice each semester. In Lowry Woods, inspections may occur more frequently. Inspections are typically announced in advance. However, TWU Housing & Dining reserves the right to make unannounced inspections. Residents are not required to be present during health and safety inspections, though they are welcome to participate in the process. Regardless of the resident's presence during the inspection, they will be notified of the inspection's results.

These inspections allow residence life staff to monitor safety levels, identify maintenance issues, and provide opportunities for health and safety awareness education for residents. Residents are expected to comply with all state and federal laws and TWU policies and procedures. TWU Housing & Dining appreciates resident cooperation during the health and safety inspection process and will make every effort to minimize any inconvenience to residents. Any policy violations will be addressed during the health and safety inspections and may lead to disciplinary sanctions. Residents should refer to the list of Prohibited Items listed in this handbook starting on Page 20 to avoid policy violations and potential charges. Policy violations can result in disciplinary action including but not limited to educational sanctions, confiscation of prohibited items, monetary fines, cancellation of Housing & Dining contract, and possible legal action.

Residents must comply with all requests from TWU Housing & Dining pertaining to the correction of any health and safety concerns or violations found during the inspection process. Residents will be promptly notified of these concerns or violations and will have a maximum of 48 hours to correct these violations. However, if the violation represents a life-threatening risk, then the resident will have to respond immediately. TWU Housing & Dining reserves the right to immediately confiscate prohibited items. The TWU Department of Public Safety will be notified if any illegal items are found in a room and/or apartment.

Prohibited Items

TWU Housing & Dining wants you to be both comfortable and safe in your on campus living environment. The following items have been identified as threatening to the safety and wellbeing of residents and, therefore, are prohibited in the residence halls and apartments. If any prohibited items are found in a room and/or apartment, the item(s) will be confiscated or the owner of the item(s) will be asked to remove the item(s) from the residential premises immediately. The resident will be able to claim confiscated items from their Residence Director. At the end of the semester, all confiscated items not claimed by their owner will be disposed of permanently.

Any item denoted with an asterisk (*) is permitted only in the apartments and are, therefore, still considered prohibited in the residence halls.

- Air fryers*
- Broilers
- Candles with or without burned wicks
- Dart boards
- Deep fryers
- Extension cords without surge protection
- Fireworks
- Flammable or combustible materials
- George Foreman-style grills*
- Halogen lamps
- Holiday string lights emitting heat
- Hot plates
- Immersion heaters
- Incense/sage
- Multi-plugs/outlet adapters
- Open-coil coffee pots without thermostatic control
- Open-coil hot pots (close-coil hot pots are permitted)
- Open-faced or open-coiled electrical heating appliances
- Plug-in air fresheners
- Refrigerators larger than 4.6 cubic feet
- Rice cookers*
- Routers
- Slow cookers*
- Space heaters
- Sun lamps
- Toasters*
- TV sets exceeding 1.5 Amperes (or 180 Watts) of power
- Warmers (e.g., oil, potpourri, wax)
- Electronic Door Monitoring Devices (e.g., smart doorbell, camera, alarm)
- Chain locks

Be sure that all items used within the residential communities are being used in accordance with their guidelines and are in proper operating condition. Some health and safety concerns do not pertain to the item specifically, but instead they relate to how the item is used. Examples of this type of health and safety violation include but are not limited to:

- Draped fabric extending from floor to ceiling
- Decorations blocking air vents, fire detectors, sprinkler systems, or doors
- Decorations propping doors open or preventing doors from being opened completely
- Hanging items from fire detectors or sprinkler systems
- Removing fire detectors or sprinkler systems

COVID-19 Procedures

TWU Housing & Dining is committed to maintaining a safe and welcoming environment for residents and staff. Thus, we encourage everyone to respect the safety guidelines and procedures offered by the Center for Disease Control and Prevention (CDC), the Texas government, the university, and the Housing & Dining department. If you have questions or concerns about Housing's COVID-19

procedures, contact the Housing Office or TWU's Risk Management department at risk@twu.edu or 940-898-4001.

How to Self-Screen

Assess yourself for any of the following possible signs or symptoms of COVID-19:

- Feeling feverish or having a temperature greater than 100°F
- Chills or repeated shaking with chills
- Unexplained new or worsening cough
- Shortness of breath or breathing difficulties
- Unexplained muscle aches and pains
- Unexplained sore throat
- New loss of taste or smell
- Unexplained headache
- Diarrhea

Any resident who has identified any of the above symptoms should NOT leave their room and/or apartment and should contact their medical provider. Students who are seeking medical services with university Student Health Services (SHS) should call the SHS office at (940) 898-3826 before visiting the office in person. Residents' guests who exhibit any of the above symptoms should leave campus, return to their own home, and contact their medical provider. If residents have access to at-home COVID-19 tests, they should use them to help determine whether or not they are infected.

What if I test positive for COVID-19?

Residents who are confirmed or suspected of having COVID-19 should follow isolation procedures as recommended by the [CDC](#). These procedures include staying isolated for at least five (5) full days and wearing a well-fitting mask if they must be around others in their room and/or apartment. For isolation purposes, day zero (0) is the first day of symptoms or a positive viral test; day one (1) is the first full day after symptoms developed or the test specimen was collected. You may refer to the [CDC's isolation calculator](#) to help you determine how long you must remain in isolation.

Residents should continue to monitor symptoms and contact their medical providers if symptoms worsen. The following symptoms are indicative of a medical emergency and warrant immediate medical attention. In such cases, go to an emergency room or call 911:

- Breathing difficulties
- Persistent pain or pressure in the chest
- New confusion
- Inability to wake or stay awake
- Bluish lips or face

Isolation may end at least five (5) full days after testing positive if it has been at least twenty-four (24) hours since the resolution of fever (without the use of fever-reducing medications) and other symptoms are improving. If the resident tested positive for COVID-19 but did not have any symptoms, they may end isolation at least five (5) full days after testing positive.

Additionally, it is important that residents take extra precautions for at least ten (10) full days after positive test results, such as wearing a well-fitting mask and avoiding being around people who may become very sick if exposed to COVID-19 (e.g., people over the age of 65, people with certain medical conditions, people who are pregnant, and anyone who remains unvaccinated against COVID-19).

What if I am exposed to COVID-19?

If a resident is exposed to COVID-19 and they are fully vaccinated or have had a confirmed case of COVID-19 in the past 90 days, then they do not need to isolate, according to the [CDC](#). However, they should watch for symptoms, get tested at least five (5) days after they last had close contact, and take extra precautions (e.g., wearing a well-fitting mask) for at least ten (10) full days after their last exposure. If a resident begins to develop symptoms of COVID-19, they should follow the procedures for isolation (see: “What if I test positive for COVID-19?”).

If a resident is exposed to COVID-19 and is not up-to-date on COVID-19 vaccinations, then they should isolate for at least five (5) full days and wear a well-fitting mask if they must be around others in their room and/or apartment. For isolation purposes, day one (1) is the first full day after their last contact with a person who has COVID-19. Residents should get tested at least five (5) days after they last had close contact with a COVID-19 case and continue to take extra precautions (e.g., wearing a well-fitting mask) for at least ten (10) full days after their last exposure. If a resident begins to develop symptoms of COVID-19, they should follow the procedures for isolation (see: “What if I test positive for COVID-19?”).

I need to isolate, but I don’t wish to do so in my room. What are my options?

Residents who determine that they need to isolate are welcome to do so at an off-campus location of their choice. If residents choose to isolate off-campus, they

should not return to campus until their isolation period is over (i.e., they should not come back and forth to campus during the time they are meant to be isolating). If there is a roommate conflict regarding isolation in a shared space, please contact your Resident Assistant for guidance and mediation.

TWU will continue to monitor the local conditions and CDC guidelines in order to make appropriate changes to relevant procedures. For the most up-to-date information about COVID-19 policies, procedures, and resources, visit the [TWU Coronavirus website](#).

Residential Services

Academic Support Office

The Academic Support Office (ASO), located in Guinn Hall 105 and the Parliament Village Mary's Hall collaboration space attached to the computer lab, is your in-housing residential student resource for assistance with your educational progress. We want you to be as successful as possible during your time at Texas Woman's University, so we are here to help with any academic issues you might face in person or online.

Our Academic Support Assistants (ASAs) can assist you with issues stemming from academic transition, time management, study skills, and much more. They can also help with career readiness and presentation assistance. Additionally, our ASAs can act as liaisons for other areas of support throughout TWU and help you to navigate the various resources available to you.

Our Academic Support Tutors (AST) can assist you with improving your academic performance. They are able to tutor in multiple academic disciplines. The AST's offer both individual tutoring and group tutoring sessions. Successful residents take advantage of tutoring early each semester. Academic success is within your reach. We are here to help you meet your goals.

The Academic Support Office provides opportunities to connect virtually or in person. We offer tutoring, workshops on academic skills, a physical location to study in and so much more. Stop by the ASO to see what we can offer you.

Accessible Spaces

There are rooms available for students with mobility and hearing impairments in the residence halls and apartments. For more information, contact the central housing office.

Building Access

The outside doors of our buildings are locked 24 hours a day. If you are a resident of these buildings, the outside doors can be unlocked electronically by the student ID card. Lost ID cards should be reported immediately to the Housing & Dining Office for deactivation. This will prevent anyone from using the lost card to gain access to the residence halls. Physical replacement cards can be obtained at campus ID Services located in Hubbard Hall. Temporary access cards are available at the front desk of the residence hall. Temporary access cards can only be kept for 24 hours before they must be returned.

Computer Labs

Guinn and Stark Halls share a computer lab with printers in the Commons area. The Lowry Woods Community Center includes a computer lab with computers and printers. Parliament Village offers access to a computer lab located on the first floor of Mary's Hall. Students access these computer labs using their TWU ID card. All computer labs are accessible 24/7.

Custodial Services

TWU custodial staff are responsible for the daily cleaning of the public spaces in each residential community including lounges, lobbies, hallways, and community bathrooms. These public spaces are sanitized daily Monday–Friday. However, most of the residential community upkeep falls on the responsibility of residents. For instance, custodians are not responsible for moving furniture or cleaning any mess caused by resident negligence. Therefore, residents may be assessed the cost of any additional cleaning provided by custodial staff as a result of residents' unnecessary messes. Furthermore, residents are responsible for cleaning their own rooms and/or apartments. Please note that charges will be assessed for any trash left by residents in the breezeways of the Lowry Woods apartments.

Elevators

Elevators are located in Guinn, Stark, and Parliament Village. All of these elevators are equipped with timing devices that keep the elevator doors open for only a short period of time and maximize elevator use. Never attempt to manually close or hold open elevator doors. Doing so is dangerous and may cause serious damage to elevator equipment. Elevator emergency equipment is for emergency use only. Residents who drop items down the elevator shafts should contact the front desk of their residential community. An elevator repair representative will be contacted to attempt to retrieve the item(s) at the resident's expense. The average cost per hour for an elevator repair representative is \$75–\$350.

Fitness Center

Parliament Village offers access to a small fitness center specifically to residents living in Parliament Village. The fitness center includes four treadmills, a jump rope, and an exercise bench. This is an unsupervised space.

Front Desk

The front desk in each residence hall or apartment community is staffed by RAs and SAs. These student staff members are responsible for assisting and checking in visitors to the building, answering the phone, helping students with concerns, and other administrative tasks that may arise.

Residence Halls and Apartments Front Desk Contact Information:

- Guinn Hall: (940) 898-3636
- Stark Hall: (940) 898-3694
- Parliament Village: (940) 898-3655
- Lowry Woods Apartments: (940) 898-3785

Front Desk Hours of Operation:

- Guinn, Stark, and Parliament Village: Monday–Sunday 7:00am to 2:30am
- Lowry Woods: Monday–Sunday 8:00am to 12:00am

Guinn-Stark Commons

The Guinn–Stark Commons is a space that holds approximately 100 people in a multitude of setup styles. The Guinn–Stark Commons has A/V capabilities and can be reserved for programming, trainings, or other events through the [Mazevo](#) site. Groups may be charged a service fee.

Laundry

Laundry rooms that include washing machines and dryers are available in each residential community for resident use only. These machines are free of cost. If a resident is discovered to be using the laundry facilities for non–resident items, then the resident will face disciplinary action.

The Speed Queen App gives you access to monitor status and availability of machines in the laundry room and helps you view the remaining cycle time on your laundry machine.

Always remove your items from the washing machines and dryers as promptly as possible. Unattended clothing left in a residence hall laundry room will be collected and placed in bins every Friday. Items stored in bins will be kept on location for 7 days in designated bins located in each residence hall laundry room. All unclaimed items will be donated via the purple donation boxes located outside of the residence halls once the 7 day period has expired. Be courteous to fellow residents who may need to use the machines after you. To prevent mold growth, leave the washing machine door and soap dispenser slightly ajar after you are finished using the machine. Additionally, clean out the dryer’s filter after each use. If any laundry

machine is not working properly, then use the QR code on the machine to report a non-working machine.

Mail and Packages

Individuals living in the residence halls and apartments may receive packages delivered by Amazon, UPS, USPS, and FedEx.

All Amazon, UPS, and FedEx packages are typically delivered to the front desk of each community by the company, but TWU Housing & Dining cannot control which delivery companies will make successful delivery. USPS mail and packages are delivered once daily Monday – Friday to each front desk by TWU staff. The front desk staff will NOT accept mail or packages with incomplete or incorrect addresses or recipient names. To ensure that the front desk staff can accept your mail and packages, make sure that the address and your full legal name is complete and correct.

When your package is delivered and accepted, the front desk staff will log the package into our package system called Notifii. Then, you will receive a notification via your TWU email from Notifii that your package has been delivered. Your packages will remain at the front desk until you retrieve them. You are responsible for checking your email to see if a package has been delivered to the front desk of your community. You must have your TWU ID available to show the front desk staff. You will not receive notifications if you receive mail. Only package notifications are sent.

If you are no longer a resident, or the mail or package cannot be determined to whom it belongs, the mail or package will be immediately returned to sender. Any unclaimed mail or packages at the end of each semester will be returned to sender. You are responsible for checking for your mail, and you are responsible for registering a mail forwarded address with USPS upon move-out. The front desk is not responsible for lost, stolen, or damaged items. When having mail or packages sent, students MUST use the following addresses for delivery and MUST include their building and room number:

Guinn Hall Address

F.Name L. Name
420 East University Dr.
Guinn Hall (Room#)
Denton, TX 76204

Stark Hall Address

F.Name L. Name
1719 N. Bell Ave.
Stark Hall (Room#)

Denton, TX 76204

Parliament Village

F.Name L. Name

703 Administration Dr.

Parliament Village (Building)(Room#)

Denton, TX 76204

Lowry Woods Address

F.Name L. Name

1600 Oakland Street

Lowry Woods (Building)(Apt #)

Denton, TX 76204

Makerspace

Parliament Village provides a Makerspace with two 3D printers, a 3D scanner, a laser cutter, and a SynDaver simulated body and arm to inspire the imagination of Parliament Village residents. The space aims to provide resources for various course projects as well as offer a creative outlet for students to work individually and collaborate with classmates. Only residents of Parliament Village may use the Makerspace.

Multipurpose Room (MPR)

The Multipurpose Room located in Parliament Village holds approximately 150-175 people in a multitude of setup styles. The Multipurpose Room has A/V capabilities and can be reserved for programming, training, or other events through the [Mazevo](#) site. Groups may be charged a service fee.

Narcan

Narcan is a life saving drug used to reverse an opioid overdose. Narcan is available at all the residence hall and apartment front desks.

Pest Control

Extermination services are provided by Facilities Management and Construction. Residents may be asked to clear closets, remove dresser drawers, cover food items, or assist in other necessary ways to facilitate an effective pest control program. To avoid pest infestations, residents should always adhere to sensible cleaning practices. Improperly stored food, dirty dishes, and trash all attract insects, roaches, and mice. You and your fellow residents maintaining cleanliness can do more to control pests than any quantity of pesticides. However, if pest problems do occur in your room and/or apartment, notify the front desk of your residential community and submit a work order.

TWUNet

TWUNet is Housing & Dining's Internet service available in the residential communities. TWUNet lets you connect your personal computing device by a wired or wireless connection, directly to TWU's data communications network, and through the University network, to the Internet. There is no extra charge for the TWUNet service.

Installing a personal router on the TWU residential network causes problems on the network and is a violation of Housing & Dining policy. Do not bring a personal router to connect to the network. Texas Woman's University nor Housing & Dining guarantee that your computing device will work on the TWUNet system.

Always use an antivirus program. Antivirus programs are designed to protect your computing device from possible virus infections. Without anti-virus software there is high risk of a breach or infection from viruses on a high speed network. Do not bring your computing device to TWU with plans to attach to the network without an installed antivirus program.

Malware and Spyware

Most people are familiar with freeware, shareware, cookies, media players, interactive content, and file sharing. What they may not realize is that some of the aforementioned may contain code or components that allow the developers of these applications and tools to actually collect and disseminate information about those using them. They can track your surfing habits, abuse your Internet connection by sending this data to a third party, profile your shopping preferences, hijack your browser start page or pages, alter important system files, and can do this without your knowledge or permission. The security and privacy implications of these exploits should be quite obvious and undesirable on any system or network.

File Sharing

File sharing programs like Bittorrent are expressly forbidden on the TWUNet system. If these programs or other file sharing programs or high traffic use caused by viruses are detected on your TWUNet data port, you will be disconnected from the TWUNet system.

Sharing music illegally and violating copyright is a clear violation of the [Computer and Software Acceptable Use Policy](#).

Study Lounges

Study lounges are located in Guinn Hall and Parliament Village. These spaces are available for individual and group study sessions. No reservations required.

Televisions

Floor lounges that have a television can be used by students to stream online content using their electronic devices. Remotes can be checked out at the front desk of the corresponding residence hall.

Training Room

Parliament Village provides a Training Room that holds approximately 25–30 people with chairs and tables in a flexible setup. The Training Room has A/V capabilities and is used for training, meetings, and other small programming within the residence hall.

Vending Machines

For your convenience, vending machines are located in each residence hall. If you lose money in the vending machine you will need to go to the Office of the Bursar or ID Services for a refund. The front desk does not provide refunds.

Dining Services

Dining Office

The TWU Dining offices are located in the TWU Dining Hall.

Meal Plans

Residential meal plans are required for students living on campus in Stark, Guinn and Parliament Village. However, all students can sign up and enjoy the convenience of dining on campus. Lowry Woods residents are provided \$50 dining dollars each semester that is included in the semester's rent. When a student signs the Housing & Dining Contract to live in the residence halls, they agree to purchase a meal plan each semester for the entire period of the contract. If the student fails to select a meal plan, then the student will be automatically assigned and charged the 15 meals per week residential meal plan. Meal plans are easy to use and give you access to all dining locations across campus. The plans include a combination of meal swipes, for entrance into our dining hall, and Dining Dollars are a stored value account used to make purchases at other retail locations across campus. Meal swipes will expire at the end of the fall semester, but Dining Dollars will roll over from fall semester to spring semester.

Students who are not required to purchase a residential plan have the option of purchasing a commuter meal plan. For meal plan price listings, please visit the [TWU Dining website](#). Refunds will not be given for missed meals due to academic scheduling conflicts or trips taken by the resident for academic and/or extracurricular reasons. Residents may change to a different residential meal plan through the 11th class day each academic term. Residents may not change their semester meal plan after the 11th class day of the academic term. More than two (2) meal plan changes, after the initial selection will result in a \$50 administrative fee for each additional change. If a meal plan participant cancels their meal plan before

Opening Day of a given semester, then they will be charged a \$100 cancellation fee. If a meal plan participant cancels a meal plan after Opening Day but before the 11th class day of each semester, the meal plan charge will be prorated based on use, plus the \$100 cancellation fee. A meal plan participant may not cancel or receive a refund for a meal plan after the 11th day of the semester.

10-Meal Plan with \$275 Dining Dollars

The 10-Meal Plan meal plan allows up to 10 meals per week in the Dining Hall for every week of the semester. Meals will reset on Saturday. If all 10 meals have not been used, they will expire. Meals do not roll over from week to week. Dining Dollars in the amount of \$275 are included and can be used at any retail dining location throughout the semester.

15-Meal Plan with \$275 Dining Dollars

The 15-Meal Plan meal plan allows up to 15 meals per week in the Dining Hall for every week of the semester. Meals will reset on Saturday. If all 15 meals have not been used, they will expire. Meals do not roll over from week to week. Dining Dollars in the amount of \$275 are included and can be used at any retail dining location throughout the semester.

Block 100 Meal Plan with \$750 Dining Dollars

The Block Meal Plan allows you to choose when you want to eat in the Dining Hall. With this meal plan, you will have 100 meals per semester in the Dining Hall. Use the \$750 Dining Dollars to add variety and convenience to your day. Dining Dollars can be used at any retail dining location including the dining hall. Meals and dining dollars will rollover to the spring semester if unused.

Exemptions

The university, in unique circumstances, may exempt a student from the required meal plan for documented medical conditions or religious dietary observance. It should be noted that all documentation must be submitted to the Executive Director of Housing & Dining by the 11th class day in order for a request to be considered for that semester. Meal plan exemption requests will only be considered for those who demonstrate that a campus dining plan cannot in any way satisfy their dietary needs and provide appropriate supporting documentation. It is the responsibility of the student to obtain any and all required approvals or necessary documentation. For more information regarding the meal plan exemption process, refer to the [TWU Dining website](#).

Dining Dollars

Dining Dollars are a stored value account used to make purchases at retail dining locations and athletic concessions. Dining Dollars may also be used for catering at on-campus events. Meal swipes expire at the end of the semester; however, Dining Dollars will roll over from fall semester to spring semester. Dining Dollars expire at the end of the spring semester. Residents may add Dining Dollars to their account

throughout the semester. Refer to the [TWU Dining Website](#) for more information about this process.

Dining Options

Every campus dining location accepts TWU meal plans, cash, and most credit cards. All locations and hours of service can be found on the [TWU Dining website](#). Hours are subject to change during scheduled holidays and when residence halls are closed. Dining options include:

The Dining Hall

The Dining Hall is an all-you-care-to-eat dine-in option as well as a to-go program. Reusable to-go containers allow you to take a meal to go. Once you have finished your meal, simply return the container to the Dining Hall for washing and exchange.

Retail Dining Options

- ACE Sushi
- Bunsen Tea Lab
- Chick-fil-A
- Mondo Subs
- Peet's Coffee
- Denton Eats
- Qdoba Mexican Eats
- Hera's Kitchen
- Starbucks
- The Market

Hours

Location	Time	Time	Time	Time
Dining Hall	7:30am-9:00pm	7:30am-8:00pm	10:30am-8:00pm	10:30am-8:00pm
	Closed 3:00pm-4:00pm	Closed 3:00pm-4:00pm		
Starbucks	7:30am - 10:00pm	7:30am-3:00pm	11:00am-4:00pm	11:00am-10:00pm
Market	12:00pm-11:00pm	12:00pm-8:00pm	12:00pm-8:00pm	12:00pm-11:00pm
Peets	7:30am-5:00pm	Closed	Closed	Closed
Mondos	7:30am-4:00pm	Closed	Closed	Closed
CFA	10:00am-8:00pm	10:00am-5:00pm	10:00am-5:00pm	Closed
Qdoba	10:00am-7:00pm	10:00am-5:00pm	Closed	Closed
Denton Eats	10:00am-6:00pm	10:00am-3:00pm	Closed	Closed
Bunsen Tea Lab	10:00am-7:00pm	10:00am-3:00pm	Closed	12:00pm-7:00pm
Hera's Kitchen	7:30am-7:30pm	7:30am-7:30pm	9:00am-3:00pm	9:00am-3:00pm

The Market

The Market is a convenience store located within Guinn-Stark Commons. The Market provides non-food items, groceries, and made-to-order pizza and wings as well as grab-n-go options including sushi. All residents have access to the market through the northeast doors of the Commons.

Living on Campus

Residency Requirement

All TWU full-time, single undergraduate students who have not completed 60 TWU-approved credit hours and will be under the age of 21 at the start of their first semester are required to live on campus in university residential communities unless one of the following exceptions applies:

- Living with parents or legal guardians within the commuting distance of 40 miles
- Active duty military or veterans of military service
- Legally married
- Living with dependent children

To comply with the residency requirement, you must do one of the following (all applications and forms can also be found on the TWU Housing website):

- Complete a [University Housing Application](#).
- Complete a Residency Exemption Request in the [housing portal](#). All exemption requests, except for certifying that you will be living with a parent/legal guardian within 40 miles of the Denton campus, require documentation to be uploaded when submitting the form.

All applications and forms will be reviewed and subject to final approval by the TWU Housing & Dining department. Once the contract is signed, if an exemption is later granted, the student may be responsible for the cancellation charges.

Eligibility

To be eligible for living on campus, residents must be enrolled and registered as a full-time (at least 12 credit hours) student at TWU. Priority is given to students within the residency requirement who are also enrolled as full-time students.

Students will not be allowed to move into the residence halls/apartments without being registered for classes. In the event that a resident is not registered as a full-time student while living on campus, the resident will be expected to vacate the room/apartment within 48 hours of notification.

All students who want to live on campus must sign the TWU Housing & Dining Contract before they move into their assigned room/apartment. This contract is a binding agreement between the student and the university. Additionally, a meal plan is required for all residents living on campus (except for those living in Lowry Woods apartments).

Housing & Dining Contract

At a minimum, the Housing & Dining Contract is in force as long as the student is officially enrolled and registered during the academic year and remains in good standing with the university. The student may request a cancellation of the contract by completing a Cancellation Form according to the following guidelines:

- They may cancel the contract provided they will not be in violation of the University Residency Requirement.
- If the student is denied admission to the University, there will be no cancellation fee, and a full refund of any refundable payments will be made.
- Students removed from Housing at any time will be responsible for payment of the entire semester's room rent. The housing deposit will also be forfeited.

Cancellation Charges for the Fall Semester

- No deposit refund if canceling contract (at any time)
- After June 1: \$350
- After August 1: \$500
- After Opening Day: \$500 + 20% of semester's rent
- After September 1: \$500 + 50% of semester's rent
- After October 1: \$500 + entire semester's rent

Cancellation Charges for the Spring Semester

Fall assigned students if canceling before the start of the Spring Semester will forfeit their deposit. Additional cancellation fees :

- Before the start of the Spring semester: \$750
- After Spring Opening Day: \$500 + 20% of semester's rent
- After February 1: \$500 + 50% of semester's rent
- After March 1: \$500 + entire semester's rent

Cancellation Charges for the Spring Semester (for students who have spring-only contracts)

- No deposit refund if canceling contract (at any time)
- After December 1: \$350
- After January 1: \$500
- After Opening Day: \$500 + 20% of semester's rent
- After February 1: \$500 + 50% of semester's rent
- After March 1: \$500 + entire semester's rent

Termination of the Housing & Dining Contract by the University

If a student is suspended, expelled, or otherwise removed from the University or Housing for disciplinary reasons, the University will terminate the contract. In such cases, the student will be required to vacate the room/apartment within 48 hours after notification of such action by the University, or sooner if directed by the Executive Director of Housing & Dining or designee. When the Executive Director of Housing & Dining or designee believes that the continued presence of a student living in Housing is not in the best interest of the institution, including if the student poses a danger to persons or property, is a direct threat to persons or property, or is significantly disruptive to the normal operations of the residence halls/apartments, the student may be removed from Housing pending the outcome of a student conduct process and/or administrative contract review. Students who are removed from Housing for reasons stated in this paragraph will be held financially responsible for the entire semester's room rent, and may not be eligible to apply for future on campus housing.

Failure to Fulfill Housing & Dining Contract

A student may cancel the contract after occupancy (i.e., received room keys) if they will not be in violation of the University Residency Requirement. The effective date of any refund will be the actual date the student officially checks out of the residence hall.

Assignments

An assignment guarantees a space (not specific rooms) within the residence halls and apartments. The student may not refuse or prevent another assigned student from residing in a shared space (bedroom or apartment). Housing & Dining reserves the right to reassign students to other spaces when it appears to be in the best interest of the individual and/or the University. Housing & Dining also reserves the right to consolidate students who have not paid for a private room and have no roommate. Private rooms, selected roommates, and particular room requests are accommodated whenever possible.

Housing and Meal Plan Payments

Fees and charges for Housing & Dining appear on your student account as a one-time charge for each semester and are due on or before the published payment dates. Students may choose to enter into a payment plan by registering online through their payment portal. Failure to pay the Housing & Dining fees and charges may result in action by the University, which may include eviction from on campus housing. The residence halls/apartments operate on a limited, self-supporting budget with no outside funding, so it is imperative that all accounts are paid on time. Students are encouraged to arrange their finances to avoid delinquency. Otherwise, a student's registration, grades, and transcripts may be blocked. Additionally, a student may also be evicted from on campus housing. Students who have severe financial conflicts or concerns should contact the university Financial Aid Office for assistance prior to the beginning of the semester.

Opening and Closing

University residence halls and apartments will open as announced prior to the first day of class for each semester.

- For Thanksgiving break, the residence halls and apartments will reduce services at 7:00pm on November 22, 2023 and will revert to regular services at 12:00pm on November 26, 2023.
- For semester break, the residence halls and apartments will reduce services at 12:00pm on December 15, 2023 and will revert to regular services at 12:00pm on January 14, 2024.
- For Spring Break, the residence halls and apartments will reduce services at 7:00pm on March 8, 2024 and will revert to regular services at 12:00pm on March 17, 2024.
- For the end of Spring Semester, the residence halls and apartments will close at 12:00pm on Friday, May 10, 2024.

Any adjustments to the dates and times listed above will be announced to all assigned current residents.

Non-graduating residents may remain in the halls and apartments at the end of the semester twenty-four (24) hours after their last scheduled examination or by the time the building closes for the break, whichever is earlier. Space accommodations will be provided for graduating residents until immediately following graduation exercises.

Break Housing

Students wishing to stay in their current residence hall or apartment during Thanksgiving break, between semesters, or during Spring break must register for break housing online in advance. Residential communities' front desks will be under limited operating hours during breaks. There is no charge for break housing for continuing residents.

Students who will not remain on campus the following semester or term are not eligible for break housing. Break housing is a special service only for continuing students. Information will be sent out from the Department of Housing & Dining at least two (2) weeks prior to a break period.

Sustainability

Housing & Dining is partners with the University Sustainability committee and Facilities department to implement several sustainability initiatives including:

- Explaining recycling guidelines for the residence halls and apartments (e.g., do not throw food containers away in the recycling bins because they are contaminated with grease and food residue)
- Installing energy monitoring systems in several rooms in Guinn Hall, which adjust room temperature based on activity within the room
- Offering participation in the [Green Room Certification Program](#), which allows residents to self-assess their sustainability practices

Do you want to conserve energy, reduce utility costs, and promote sustainability? Here are a few sustainability practices that you can implement today:

- Turn off lights when not in use
- Turn off the water when brushing your teeth, washing your face, or shaving
- Print on both sides of the paper
- Use reusable water bottles, dishes, and silverware; avoid using paper plates
- Only wash *full* loads of laundry
- Donate unwanted items
- Shop at thrift stores (we have several great thrift stores in Denton!)
- Participate in Meatless Mondays
- Carpool as much as possible
- Only put approved materials in recycling bins

Collection Drives

Individuals and organizations who want to conduct collection drives within the residence halls and/or apartments must request authorization from the Assistant Director for Housing Facilities. Upon approval, collection boxes and containers for drives will be permitted in designated locations for a specific amount of time. The Assistant Director for Housing Facilities will determine the location of the collection sites. Collection containers must have five sides, be sturdy, and be fully lined with trash bags to capture any spillage from cans and bottles. The containers must be emptied on a daily basis. If it is determined by TWU Housing & Dining staff that the container and/or its contents is causing a health/safety hazard as a result of being improperly maintained, then the staff will remove the container and its contents and may dispose of it as they see fit without notification to the responsible individual(s) or organization(s). When possible, the responsible individual(s) or organization(s) will be contacted to remove the containers, unless the condition is such that the container must be removed immediately.

Moving In

Each room's Room Condition Report (RCR) is prepared before the resident's arrival, and it notes the condition of the space. The RCR lists all damages and conditions of the space and university property. At the time of move-in, residents should check

their room for damages. If there are any damages at the time of move-in, the resident must contact their RA within forty-eight (48) hours of moving-in to ensure the RCR is up-to-date. Your RA will be able to correct the RCR for you. Each room's RCR is kept on file and will be referred to at the time of your move-out.

Housing & Dining strongly encourages students to purchase renter's insurance that covers a student's property in the case of accidental damage or theft. Students can purchase a renter's insurance policy from NSSI (www.nssi.com) or GradGuard (<https://gradguard.com/renters/twu>).

Cleaning Personal Space

Residents are responsible for cleaning their own assigned spaces using their own cleaning supplies. Parliament Village's community bathrooms are cleaned by custodial staff. However, Parliament Village residents are responsible for keeping the bathrooms clean between custodial cleanings. Housing & Dining encourages every resident to regularly sanitize and disinfect their space, especially frequently touched surfaces.

Furnishings

Guinn, Stark, and Parliament Village

Each room in these residence hall communities is furnished with a twin XL-size bed, lockable cabinet, dresser, desk, chair, and closet for each occupant. Additionally, each room has a 3.4 cubic foot MicroFridge (microwave-refrigerator combination) for the residents' use.

Lowry Woods

Each apartment (excluding those in Family Housing) has fully-furnished living rooms and bedrooms. Living room furnishings include a sofa, an armchair, an end table, and 2-3 dining chairs. Bedroom furnishings include a full-size bed, a lockable cabinet, a dresser, a desk, and a chair. Each apartment (including those in Family Housing) has a microwave, stove, full-size refrigerator, and dishwasher.

In any assigned space on campus, Housing & Dining does NOT accept requests for removing furniture from the room. All furniture must remain in its original and assigned space. Furniture placed in lobbies or common areas should NOT be placed in individual resident rooms for any reason.

Residents in every residence hall or apartment are responsible for the condition of their room and/or apartment furnishings. At the time of your move-in, you should report missing or damaged furniture to your RA. If any furniture is not in the room or is damaged at the time of your move-out, then you will be assigned a charge to replace the lost or damaged furniture.

Waterbeds, homemade bunk beds, and homemade lofts are NOT permitted in the residence halls and apartments. Lofts are limited in quantity but may be provided to residents upon request. More than two bed configurations at any time during the contract term will result in a \$50 administrative fee for each additional bed height change after the first two. Housing and Dining is not responsible for any injury sustained as a result of a bed being lofted. Additionally, due to safety regulations, concrete blocks and bricks are NOT permitted in the residence halls.

Damages

When you are ready to move out of your assigned space, you should remove all your belongings from the space and clean the space thoroughly. Your RA will refer to the Room Condition Report from the beginning of the semester to check for any damages that may have occurred during your occupancy. If damages are found, then you will be assigned a fee for the damages. Refer to Pages 47-51 for a list of damage charges.

Decorations

Your assigned space is your “home away from home” and we understand you may want to make it as comfortable and cozy as you can while you are here. Housing & Dining encourages residents to decorate their rooms. However, decorations should never create safety hazards or cause damage to the space. Refer to Page 51 for more information regarding decoration guidelines.

Room Entry

Housing & Dining respects your right to privacy. However, Housing & Dining also reserves the right to enter residential spaces for the following reasonable purposes:

- Room inspections
- Health and safety inspections
- Maintenance requests and repairs
- Possible policy violations
- Suspicion of an accident
- Emergencies wherein the well-being of a resident is in jeopardy

Residential spaces may be searched for cause only by authorized civil authorities. In the case of suspected criminal violations, a search warrant issued by a magistrate will be used to authorize the search.

Work Orders

Trained professionals who are employed by the Facilities Management and

Construction Department make repairs to university property and address maintenance concerns on campus. All reports and/or requests for maintenance issues in the residence halls and apartments should be submitted via a [work order request](#). You can find more information about work orders on the TWU website. If a work order request has not been addressed within a reasonable time (24-48 business hours), then you should contact your RA or the front desk of your community.

Vacancies

Throughout the semester, the Residence Director (RD) will keep track of all residents who live in their community. Housing & Dining reserves the right to fill any vacancy in the residence halls and apartments.

Residents who have a vacancy in their room or apartment must be prepared to receive a roommate at any given time. In such cases, residents must be welcoming to prospective roommates and should never discourage other residents from occupying any vacant space within the residence halls or apartments. Residents who attempt to discourage other residents from moving into a vacant space may be relocated to a new room or referred for other disciplinary action.

If you live in a double occupancy space without a roommate, you will not be charged the rate for a single occupancy space unless you request it in writing, there is space elsewhere to assign the resident, and Housing & Dining approves the request. You may not occupy both sides of the space by spreading your belongings throughout the space or using furniture designated to the other side of the space. Residents who are found occupying more than their assigned space will be billed for the additional space. Please refer to the Assignments section for further information.

Addressing Concerns

Most problems that occur in the residence halls and apartments can be solved within the community. If you have a concern while living in the residence halls or apartments, you should first contact your RA. Depending on the severity of the issue, the RA may decide to contact the community's RD.

If the resident believes their RA has not found a viable solution, or in cases where the RA may be perceived as part of the problem, the resident may speak directly to the community's RD. All RDs work in offices located near the front desk of their community. After contacting and communicating with the RD, residents who remain dissatisfied with their situation may make an appointment with the Area Coordinator or Associate Director for Housing & Dining by calling the Housing & Dining central office number.

Room Changes

TWU Housing & Dining hopes that you will be happy in your room assignment, but if you find it necessary to request a room change, please do the following:

1. Talk with your RA about your concerns. Sometimes you can work out conflicts or other problems without having to move. This is always the first step before requesting a room change.
2. If you still want to move, complete a Room Change Request form at your residence hall or apartment front desk. All room changes are submitted to your Residence Director for approval before the change can take place. Be sure that you definitely want to make the move before completing a form. If you change your mind, you may be affecting other residents who have requested to move into your vacated space.
3. Room change forms will not be accepted before the 12th class day of the semester. It could take two or three days to process your request. At the beginning of each semester, room changes cannot begin until the 12th class day. Students in temporary housing spaces will then be moved into permanent spaces before other room changes can be considered.
4. If we are able to approve your request, you will receive an approval notice indicating that you will have a 48-hour period to make your move, unless the move is approved on a Friday (the Residence Director in your community may extend your deadline to move through the upcoming Monday). Others may be involved with your move, so please abide by these parameters.
5. If you change rooms without receiving approval, you will be automatically charged for two rooms for the period of time you reside in the new room prior to receiving official approval and will be billed the appropriate lock change charge. There may be reasons that we cannot approve the room change. If this occurs, you will then have to move back to your original assigned room.

We need to know where our residents are residing for their security and comfort, so please work with us when you desire to change rooms.

Checking Out of Your Space

Prior to the end of the term

Students who find it necessary to withdraw from classes must initiate a formal withdrawal through the Student Life Office. Requests for withdrawal forms are available on the TWU website or in the Student Life Office. After completing this form, you must do the following:

1. Complete the university Housing & Dining Cancellation Form using the [instructions](#) on the TWU Housing website.

2. Remove all of your personal belongings from your room and/or apartment.
3. Refer to the [Checkout Cleaning Checklist](#) available in this handbook starting on Page 42.
4. Report any outstanding work orders to your RA.
5. Proceed to the front desk and hand your room key to the desk staff member.
 - a. If you are checking out when the front desk is closed, place your key in a checkout envelope, fill in the blanks on the envelope, and place it in the drop box at the front desk.
 - b. Follow any additional instructions the desk staff member provides you at the time of your check out.

Any charges for damages, missing furniture, or lost key(s) will be assessed by the Residence Director. You will receive notice of the approximate damage costs, if applicable. Residents who check out prior to the end of the term of the contract will forfeit their \$100 deposit and will be charged the applicable contract breakage fees. Failure to follow proper check-out procedures will result in a \$100 fine.

At the end of the term

If you are graduating or terminating your contract at the end of the Fall Semester, then you will complete steps 1-5 from the above instructions. If you are moving out at the end of the Spring Semester, then you will complete steps 2-5 from the above instructions. Failure to follow proper checkout procedures will result in a \$100 fine.

Checkout Form Sample & Procedures

Before signing and submitting this form, please read carefully all of the information regarding the Check-Out Process, including the terms listed below.

- Prepare your room for check-out (follow instructions on the Check-Out Checklist).
- Read, complete and sign this Check-Out form.
- Turn in the Check-Out form and your room key to the Front Desk for your residential community.

Name: _____
 ID: _____ Date: _____
 Building & Room/Apartment #: _____
 Check any that apply:

Staff Use Only
Received by: _____
Date: _____
Time: _____

- I will return to housing _____ semester
- I will not be returning to TWU
- I will be graduating
- Withdrawing
- Transferring
- Study abroad/Student Teaching

By signing this form, I understand and agree to the following terms of the Check-Out Process:

- I am participating in the Check-Out Process.
- I will properly prepare my room/apartment for move-out (as stated in the Requirements for Check-Out document) and fully comply with the requirements of the Check-Out Process.
- I understand that Residence Life staff will conduct a complete inspection of my room/apartment after the final student assigned to the room/apartment departs. I am waiving my right to be present during the check-out inspection.
- I acknowledge that I am responsible for ANY discrepancies from my original Room Condition Report and understand that I may be billed for damages.
- Failure to return my assigned key will result in a \$50-200 lock change charge assessed to my student account.

Student Signature

Check-out Cleaning Checklist

Most cleaning and damage charges that residents accumulate at the end of the academic year are the result of residents not returning their room and/or apartment to the condition they were at the beginning of the academic year. Additionally, when residents fail to clean regularly and thoroughly, the resulting build-up of grime can be difficult to remove, which can lead to cleaning charges. The most common examples of room assessments that result in cleaning and/or damage charges include:

- Insufficient cleaning (e.g., unswept floors, dusty surfaces, dirty refrigerators, etc.)
- Wall holes, tape residue, paint peels
- Burns and/or burn holes

- Stained carpets and/or tiles that cannot be cleaned
- Clogged toilets with food, grease, toys, or other items
- Pet odors and/or stains
- Smoke odors from prohibited items such as vapor and marijuana
- Jammed garbage disposals with excessive amounts of material and/or inappropriate material

To avoid charges, adhere to the following end-of-year cleaning checklist:

Living Room (for apartment housing only)

- Vacuum carpets, including the carpet underneath and around furniture
- Dust and wipe down all furniture, including underneath cushions and inside drawers
- Wash inside the windows and windowsills
- Ensure window blinds and fixtures are attached properly
- Remove all sticky residue from all surfaces, including doors and walls
- Wipe down doors to remove scuffs
- Dust light fixtures

Bathroom

- Sweep and mop the floor
- Wash countertops, sink, and mirrors
- Disinfect and scrub the inside and outside of the toilet and bathtub, including around the base
- Remove all soap scum and mildew from the shower ceiling
- Empty and wipe down the linen closet (for apartment housing only)

Bedroom

- Vacuum carpets, including the carpet underneath and around furniture
- Dust and wipe down all furniture, including desk drawers, dresser drawers, nightstand drawers, and closet shelves
- Ensure window blinds and fixtures are attached properly
- Wash inside and outside of the refrigerator, freezer, and microwave
- Defrost the MicroFridge, wipe the MicroFridge dry, unplug the MicroFridge, leave the fridge and freezer doors of the MicroFridge open

Kitchen (for apartment housing only)

- Sweep and mop the floor
- Disinfect and scrub countertops and sink

- Wash inside and outside of the refrigerator, freezer, and microwave
- Scrub the oven, range top, drip pans, and broiler pan drawer
- Wipe down all cabinets and pantry shelves to remove residue
- Clean out garbage disposal and dishwasher
- Ensure all appliances are present (i.e., broiler pan, oven racks, microwave plate etc.)
- Leave the fire extinguisher underneath the kitchen sink
- Throw away all food in the refrigerator, cabinets, and pantry

General

- Remove all trash and dispose of it in the closest dumpster or trash room
- Remove all command hooks with caution to avoid paint chips
- Wipe down doors to remove scuffs
- Dust light fixtures

Breezeways (for apartment housing only) and hallways (for residence halls only)

- Remove all personal belongings and trash
- Clean any stains in the area around your room and/or apartment

Refund of Deposit

The \$100 room deposit will be automatically refunded to the student who will not be returning to on campus housing the following academic year and has satisfactorily completed the current contract, which includes checking out of the residence halls/apartments properly and leaving the room or apartment in good condition. The deposit refund will be credited to your student account minus any room damage or cleaning charges or monies owed to the University, if applicable.

Policies

Abandoned Property

Abandoned property includes items of value that are left behind when residents move out of their rooms and/or apartments. Abandoned property will be inventoried and stored for thirty (30) days after the resident's move out date. The resident will be notified via email to collect their abandoned property. If the abandoned property is not claimed within thirty (30) days of the date included in the email, Housing will permanently dispose of the items. Additionally, residents who leave behind abandoned property will be charged an hourly rate for the time required to inventory the items AND a daily rate for storage of the items.

Alcohol

Residents and guests must comply with federal, state, and local laws concerning the possession, sale, and consumption of alcoholic beverages. Residents who are of lawful age (at least 21 years old) may consume and possess alcohol in the privacy of their assigned room. However, for the safety of and legal concerns for all residents involved, a resident may not consume nor possess alcohol in their assigned space if their roommate is not of lawful age.

Additionally, alcoholic beverages should always be used in moderation to ensure each resident's right to privacy, sleep, and study within their room and/or apartment. Sufficient reasons for appropriate disciplinary action by the department or university include but are not limited to: disruptive behavior, lack of cleanliness in the residence halls and/or apartments, or any other drinking habits that may be injurious to the health, education, and wellbeing of an individual or those around them.

Bicycles

All bicycles must be registered with the TWU Department of Public Safety, and all cyclists must abide by all traffic regulations. Bicycles must be parked in designated bicycle storage areas, which are placed in convenient locations throughout campus. Housing & Dining encourages residents to secure their bicycles to designated bicycle racks with locks and chains. Bicycles are not to be parked anywhere in the residence halls and/or apartments, except for in designated bicycle storage areas. Approval for indoor bicycle storage must be received from the Residence Director of the community. Bicycle riding is prohibited in hallways, stairwells, and other common areas.

Chalking

Chalk used anywhere on campus must be made for use on sidewalks and must be easily removed by water. Chalking is only allowed on smooth sidewalks where the weather or sprinklers will eventually remove the chalking. Profanity and/or harassment will not be tolerated.

The following areas/campus locations that are prohibited from chalking are listed below, but not limited to:

- Stairwells (Interior & Exterior)
- Sidewalks with an overhang of any kind
- Sidewalks around the perimeter of the ACT building
- Bricked areas anywhere on campus
- Gravel or non-smooth sidewalks
- Any structure or building on campus
- Sidewalks around the Little Chapel
- Parking lots where cars are traveling and parking

Commercial Solicitation and Demonstration

First and foremost, residents are not permitted to operate any kind of business out of their rooms/apartments. Any policy violations regarding commercial solicitation and demonstration may lead to disciplinary sanctions.

Commercial solicitation is prohibited in the residence halls and/or apartments. Commercial solicitation is defined as the selling or disseminating information for the purpose of facilitating the sale of goods, services, and/or any activity that attempts to raise funds (whether through the sale of goods or services or donations for any entity that is not a charitable organization). Representatives of commercial organizations may enter student rooms/apartments only by the invitation of the residents. However, door-to-door solicitation is not permitted, which includes the passing out of flyers or notices under or on resident room/apartment doors. Organizations that violate these policies will not be permitted in the residence halls and/or apartments.

Commercial demonstrations are only permitted in the room/apartment of a student host who has made a prior application to TWU Housing & Dining. Sales may not be made at the demonstration. Organization representatives may consummate sales on an individual basis in the rooms of those students who wish to purchase merchandise. Representatives who present their products and their hosts, are responsible for compliance with all applicable University and TWU Housing & Dining policies. Organizations that violate these policies will not be permitted in the residence halls and/or apartments.

Cooking

Cooking is permitted only in specifically designated cooking areas including apartment kitchens and common area kitchens in each of the residence halls. Frying food in common area kitchens is prohibited. Residents who choose to prepare snacks and/or quick meals in the common area kitchens must take no more than two (2) hours to prepare their food items.

Additionally, the only cooking appliances permitted in the residence halls include the following: UL-approved coffee pots, popcorn poppers, hot pots, and the university-provided MicroFridges. All cooking equipment used in the residence halls and/or apartments must be in excellent working condition.

Refer to Pages 19-20 for a complete list of prohibited items. Any policy violations will be addressed during the health and safety inspections and may lead to disciplinary sanctions.

Damages and Cleaning Charges

Upon signing the TWU Housing & Dining contract and moving into your assigned space, it is your responsibility to review the Room Condition Report with your Resident Assistant and note the condition of your assigned room. Any damages discovered at the time of your checkout that are not previously reported on the Room Condition Report will be your responsibility. You may be assessed damage charges or cleaning charges, which are determined by TWU Housing & Dining and must be paid promptly. Failure to pay the assigned fees will result in a hold or block of your registration and/or issuance of grades or transcripts. Residents who have excessive damages and/or cleaning charges will not be allowed to return to TWU residence halls and apartments and risk eviction during the semester.

The nonexhaustive list of charges below are the **minimum amount** that could be assessed. Depending on the type of damage or degree of cleaning required, the charge(s) will increase to the appropriate level to account for the cost of standard labor. If an outside contractor is needed, a service charge will also be assessed. Any items not listed below will have charges assessed on an individual basis.

General Charges	
Cleaning	\$50-\$250
Paint	Entire room: \$250 Entire wall: \$100 Paint peel/chip or nail/tack hole: \$10 each
Large hallway mirror	\$100
Large fixed glass in entrance	\$160-\$300
Window glass	\$75-\$250
Window screen	\$30-\$50
Glass door replacement	\$500
Fire extinguisher replacement	\$40-\$90
Plumbing retrieval	\$50
Key retrieval from elevator	\$75-\$500
Removal of abandoned property	\$100-\$250

Lounge Furniture and Decorations	
Piano	Grand: \$2,500 Upright: \$1,000 Piano bench: \$350 Repairs: \$75
Flat-screen television	\$600-\$1,500
Sofa	\$600
Loveseat	\$400
Arm chair	\$300
Coffee table	\$300
End table	\$250
Dining table	\$200
Dining chair	\$130
Artwork	\$150-\$300
Silk plants	\$100
Residence Hall Rooms	
MicroFridge replacement Microwave only	\$425 \$200
Glass tray in MicroFridge	\$60
Ice tray	\$4
Junior loft bed	\$250 Mattress: \$150
Floor Tile -VCT	\$25.00 Per Tile
Three-drawer dresser	\$350
Pedestal desk	\$400
Desk chair	\$150
Multi-use cube	\$300
Small bookcase	\$200

Desk/dresser repairs	\$100
Locking cabinet/Hinges	\$350/\$15
Thermostat	\$60
Medicine cabinet	Replacement: \$50 Glass shelves: \$10 Glass mirror: \$45
Doors	\$200 Door numbers: \$20
Light fixtures	\$45-\$125
Re-bolting windows	\$20
Bathroom stall lock	\$20
Commode	\$175 Commode seat: \$40
Sink	\$150
Shower curtain rod	\$15
Lock change	\$50
Apartments	
Refrigerator	\$550
Crisper bin	\$40 Crisper bin cover: \$80
Shelf bar	\$45
Garbage disposal	\$80
Dishwasher	\$375
Dishwasher utensil basket	\$45
Basket Wheels	\$10
Burner eye	\$30
Broiler pan	\$25
Oven	\$500 Vent hood: \$90 Drip pans: \$7-\$9 Knobs: \$10

Split desk	\$400
Coffee table	\$250
End table	\$200
Dining room table	\$450
Dining chair	\$150
Barstool	\$75
Sofa	Three-seater: \$800 Two-seater: \$650
Occasional chair	\$450
Recover seat cushion	\$180 each
Pedestal desk	\$400
Locking cabinet/Hinges	\$350/\$15
Desk chair	\$150
Study table	\$325
Dresser	Three-drawer: \$350 Four-drawer: \$450
Closet door mirror	\$250
Vanity	Mirror: \$200 Light fixture: \$100 Sink: \$200
Entertainment center	\$500
Bookcase	\$250
Full-size bed	\$500 Mattress: \$250
Lock change	Two-bedroom: \$150 Three bedroom: \$200
Carpet	Replacement: \$300 Cleaning: \$100 Tile Square \$25
Ceiling fan	\$250
Shower curtain rod	\$20

Doors	\$200
Commode	\$175
Commode seat:	\$40

Darts and Dartboards

Due to the potential danger to both persons and property, dartboards are prohibited in the residence halls and apartments. However, velcro "darts" are permitted.

Decorations

TWU Housing & Dining encourages all residents to use best judgment when decorating their rooms and/or apartments. Remember: you are responsible for all damages sustained in your room and/or apartment while you live on campus.

Refer to the following procedures when considering adding decorations to and around your residential space. First and foremost, due to safety concerns, posting signs or posters on emergency exit doors, exit signs, and fire extinguishers is prohibited. Due to the use of decorations and lighting, the danger of fire typically increases during the holiday season. To ensure safety within the residence halls, all residents should observe the following policies and procedures:

- I. Live holiday trees and greenery are not permitted anywhere in the residence halls. However, artificial trees are permitted in the residence halls and/or apartments. Electrical lighting is permitted on all artificial trees only if they do not emit heat and they are approved by a nationally recognized testing laboratory (e.g., UL). Thus, one direct plug in each socket, adapters, or surge protectors with multiple sockets are allowed.
- II. Only fire retardant or flameproof decorations (proof required) may be used in student rooms, floor lounges, public lounges, the lobby areas, and on trees.
- III. Students may decorate lounges, lounge windows, lobbies, and main hallway windows. However, only masking tape may be used on windows. Artificial snow may only be used on windows.
 - A. Permission to decorate the residence hall and/or apartment lobby must be obtained from the Residence Director before decorating.
 - B. Permission to decorate community lounges, lounge windows, and/or hallway windows must be obtained from the Resident Assistant before decorating.
- IV. Lights and fire retardant paper decorations may be placed on the cement wall surrounding your room window, but they are not allowed on the window frame. No decorations (i.e., paper, lights, etc.) are permitted in rooms or apartment windows or frames.
- V. All lights must be unplugged each night.

- VI. Decorations should not obstruct doorways, corridors, stairways, access to fire and emergency equipment, or obscure exit signs.

Residents who were responsible for decorating public spaces within the residence halls and/or apartments must remove all decorations and thoroughly clean the previously decorated spaces before the residence halls close for the breaks.

Electrical Appliances

To maintain the safety and security of all residents on campus, it is important that you follow all TWU Housing policies and procedures regarding the use of electrical appliances in the residence halls and apartments.

First and foremost, TWU Housing & Dining encourages all residents to refer to Pages 19 - 20 for an updated list of prohibited items to avoid item confiscation, potential charges, and/or disciplinary sanctions. Additionally, residents should refer to the following information regarding the use of electrical appliances in the residence halls.

- Television sets are permitted in student rooms. If a resident mounts a television to the wall, then the resident will be responsible for any sustained wall damages and charges.
- Refrigerators 4.6 cubic feet or smaller are permitted.
 - Larger appliances, such as microwaves and refrigerators, must not be plugged into a power strip or extension cord; these appliances must be plugged directly into a properly installed outlet.
- Appliances such as radios, stereos, desk lamps, and electric blankets are permitted. However, the total electrical requirements of these items must not exceed the capability of the system. Additionally, these items must be in safe working condition and stored properly.
- Power strips, multi-outlet adapters, and uninterruptible power supplies (UPSs) are permitted; however, they must have a resettable circuit breaker and are only permitted to be directly plugged into a properly installed outlet.
 - Power strips, multi-outlet adapters, UPSs, and stringed lights may never be "daisy-chained" (one plugged into another).
 - All power strips, multi-outlet adapters, and UPSs must be UL-listed and clearly marked as such. "Homemade" extension cords fabricated out of a length of wire and an outlet box are not permitted.
 - Extension cords are not permitted.

As a general tip, never overload outlets or power strips. Tripping circuit breakers are a warning sign not to be ignored. If you have questions about the amount of equipment that may be plugged into an outlet or power strip, contact Risk Management. Never use any power strip that shows signs of damage or overheating. Additionally, when using electrical equipment near any source of moisture, the

equipment must be plugged into a Ground Fault Circuit Interrupter (GFCI) equipped outlet or a GFCI adapter directly plugged into a properly installed outlet.

Gambling

Gambling for money or stakes representing money on university property is a violation of state law and is therefore prohibited.

Hoverboards

The use of hoverboards is prohibited on campus.

Illegal Substances and Drugs

The use of illegal drugs is prohibited on university property. TWU students who use illegal substances and/or drugs will be subject to penalties outlined in the Student Handbook, which may include eviction from TWU Housing, disciplinary suspension, or expulsion from the university.

Keys

When residents move into their assigned room or apartment, they are issued a key. This key is for the exclusive use of the assigned resident and should remain in their possession to ensure the safety and security of the room, apartment, and personal property.

In the event a key is lost, the student should immediately notify the front desk staff. If the key is not found within twenty-four (24) hours, the lock to the room will be changed and new keys will be issued to the residents living in the room or apartment. Here are the charges for lost keys and subsequent lock changes for each of the residential communities:

- **Stark Hall:** \$50
- **Guinn Hall:** \$50
- **Parliament Village:** \$50
- **Lowry Woods Two-Bedroom Apartment:** \$150
- **Lowry Woods Three-Bedroom Apartment:** \$200

If you do not return your original room or apartment key upon checking out of your space, then you will be assessed the above charges.

If you feel at risk due to your key being lost or stolen, then you may request an emergency lock change. However, you must explain the circumstances surrounding

this request to the front desk staff. If the locksmith cannot come out in a reasonable period of time, then you will be offered a temporary relocation, if possible.

In the event that you lock yourself out of your room, then you may check out a lockout key out at the front desk of your community. Lockout keys should only be used to unlock your door, so you can grab your actual room key and then immediately return the lockout key to the front desk. **You have only fifteen (15) minutes to use and return the lockout key;** otherwise, you will be charged \$25.

Note: **residents are only permitted two (2) free lockouts per academic year**—not per semester. For the third lockout and each lockout thereafter, you will be charged \$25 per lockout. Additionally, student-installed locking hardware on the residence hall or apartment doors is strictly prohibited.

Motorcycles and Mopeds

All motorcycles and mopeds require a university vehicle parking permit, which can be purchased online by visiting the [TWU Parking website](#). Motorcycles must be parked in university parking lots. On the other hand, mopeds may be parked in university parking lots or chained to bicycle racks.

Murals

Residents who want to design and paint murals on a public wall of their on campus community may do so upon approval. Residents should work with their RA to develop the mural design. Additionally, the residents living in or around the painted area must also approve of all mural designs. Then, Housing & Dining must approve the mural design before the mural may be painted. At this point, the university will supply approved paint and equipment; only these materials may be used for the mural. Please note that mural painting is not permitted in individual resident rooms and/or apartments.

Noise

Noise includes any sound, human or otherwise, in your room and/or apartment that can be heard and is disturbing to other individuals either in the same room and/or apartment or nearby rooms and/or apartments. All residents reserve the right to be free from excessive noise at any time while in the residence halls and/or apartments.

Residents must remember that courtesy and good judgment must be observed at all times. With this being said, please note that sound carries easily throughout the residence halls and apartments. Common courtesy and compromise can make community living a positive experience for everyone. TWU Housing is committed to

creating and maintaining an environment within the residence halls and/or apartments that allows for a reasonable degree of order and a maximum degree of personal freedom and privacy.

Excessive noise (e.g., yelling, loud talking, loud voices, laughter, stereos including stereos that emit a heavy bass tone regardless of volume, amplified instruments, TVs, radios, animals making noise, etc.) is an infringement on the rights of other residents and is unacceptable. Noise violations are often viewed subjectively by both students and staff. The following examples constitute clear violations of the noise policy and may result in disciplinary action:

- Noises, music, or voices that is clearly distinguishable in the hallway
- Heavy percussion or bass sounds that vibrate through any walls, doors, ceilings, or floors
- Alarms sounding or music playing while no one is present in the room
- Pounding on doors or bouncing sports equipment or other items on the walls or floor of an apartment or hallway
- Failure to respect quiet/courtesy hours (refer to Page 57)

If you should have a concern regarding noise coming from your neighbor's room, contact your neighbor directly and respectfully. If the noise should continue on a repeated basis, contact the front desk or your Resident Assistant for assistance. If noise violations are reported during the campus-wide 24-hour quiet hours, then the violation will be dealt with immediately. Residents who infringe upon the rights of others to sleep and study will be referred to the Residence Director.

Paint

Residents who want to have their room and/or apartment painted should submit a work order. Only rooms with clear signs of wear and tear will be painted. The color choice for all rooms is TWU signature white.

Pets

No Pets are allowed in the residence halls and/or apartments. Only the following types of animals are permitted::

- Emotional Support Animals or service animals approved by the TWU Office of Disability Services for Students (DSS)
- A Fish in a fish bowl or aquarium (up to a maximum 10-gallon tank)

The resident/owner of these animals assume full responsibility for the care, upkeep, damages, extermination, and cleaning fees associated with the animal. Failure to comply with these policies may result in disciplinary actions via the Student Conduct process. Representing an untrained animal as a trained service animal is a misdemeanor punishable by a fine up to \$300 and 30 hours of community service.

Animal owners should clean up after and properly dispose of animal waste in a safe and sanitary manner.

Posting Policy and Procedure

Texas Woman's University Housing & Dining prohibits the placement of flyers and promotional materials within residential buildings or on the outside surfaces of a TWU residential building unless the flyer or promotional material bears an official university logo. All flyers not featuring an official university department logo will be removed and discarded. All university approved organizations who wish to post flyers in the residence halls or around the apartments must first submit the flyer for approval using the Request to Post Flyer in Residential Communities Form, which can be obtained from the Housing & Dining Office. You will be notified via the email you listed on the request form whether your flyer was approved or denied. Additionally, flyers must also be approved and on file at the Center for Student Development. Any and all flyers in the residence halls or around the apartments must be approved by Housing & Dining and follow TWU flyer policies and standards. Any and all flyers posted without approval from Housing & Dining will be removed and discarded.

Public Space Reservations

All public space reservation requests for the residence halls and apartments will be reviewed by the Assistant Director for Housing Facilities and the Residence Director who directly supervises where the requested space is located. Please note that some fees may apply.

Non-registered and non-residence hall groups must undergo the housing facility registration process, which includes completing the Residence Hall Facility Use application and agreement form. These documents can be found in the Housing & Dining office and must be submitted a minimum of twenty (20) days prior to the event. The application must have the written approval of their designee or the Assistant Director for Housing facilities.

For TWU departments and registered student organizations, reservation requests for the Guinn-Stark commons & lounges, Parliament Village courtyard, and Multipurpose Room (MPR) should be submitted online via [Mazevo](#). Registered residence hall organizations should contact the Residence Director who directly supervises where the requested space is located in addition to completing the registration process.

Quiet Hours

All residents reserve the right to be free from excessive noise at any time while in the residence halls and/or apartments. Residents must remember that courtesy and good judgment must be observed at all times. With this being said, TWU Housing strictly enforces designated Quiet Hours in order to protect this right. During Quiet Hours, all residents are expected to refrain from making excessive noise. Here are the established Quiet Hours for all residence halls and/or apartments:

- **Sunday-Thursday** → 11:00 pm to 7:00 am
- **Friday-Saturday** → 1:00 am to 7:00 am

These are the minimum Quiet Hours; any floor or building may expand these hours, if doing so becomes necessary or desired. Furthermore, campus-wide 24-hour Quiet Hours will be established during finals weeks, which begins on the first day of finals and ends on the last day of finals. Signage declaring 24-Hour Quiet Hours will be posted in the residence halls and apartments.

Sound equipment such as stereos, radios, TVs, and sound amplifiers may only be used if they do not infringe upon the rights of others. Thus, the use of headphones is highly encouraged.

Research

Research may be conducted in residence halls and apartments with prior written approval from the Executive Director of Housing & Dining or their designee.

Skateboards and Skates

The use of skateboards, rollerblades, and roller skates are prohibited on campus.

Stairwells and Hallways

Stairwells and hallways must be kept free of furniture, debris, and other materials to prevent safety hazards. Residents who leave personal belongings or trash in the hallways and breezeways will be fined. Each bag of trash left in the hallway will incur a fee of \$30. For every day that the bag(s) remain in the hallways, stairwells, or breezeway an additional \$10 fee will be added. Fighting, roughhousing, throwing, bouncing, or kicking of objects in hallways, stairwells, and other common areas are prohibited. Spray painting is prohibited anywhere inside the residence halls and apartments, which includes the stairwells and hallways.

Tobacco

Texas Woman's University discourages the use of all tobacco products and prohibits the use of all tobacco products on property owned and/or operated by Texas Woman's University. The use of vapor (vape) pens, e-cigarettes (e-cigs), and similar devices is prohibited in the residence halls and campus apartments. The use of tobacco products is prohibited indoors and outdoors at the Denton, Dallas, and Houston campuses, facilities, and all student housing units.

Vehicles

Anyone parking a vehicle on campus must obtain an up-to-date parking permit from the TWU Parking Office. All TWU Parking Rules and Regulations will be strictly enforced. All car washing and major automotive repairs are prohibited on campus. Visitors may obtain parking permits on the [TWU Parking website](#).

Visitation and Guest Policies

The responsibility of these policies rests upon the individual, who must maintain their conduct in a manner which takes into consideration roommate(s) or other concerned parties and acts in accordance with all University and residence hall policies. Violations of these responsibilities will be subject to student conduct action, which includes the removal of the privilege to participate in visitation or to host visitors; repeated violations may be grounds for removing the individual or individuals from that living area.

- A **resident** is defined as an individual who has a current Housing & Dining signed contract for a residence hall or apartment.
- A **visitor** is defined as any individual not living in that residence hall/building who visits a TWU student in their residence hall room, apartment, or assigned building.
- An **overnight visitor** is defined as any individual who stays overnight in a TWU residence hall or apartment at the invitation of one of the assigned room/apartment residents and with permission of the roommate(s) within the established Housing & Dining visitation policy.
- A **host** is defined as any resident in any TWU residence hall or apartment who invites an individual into their residence hall or apartment building or assigned residence hall room or apartment for any length of time.
- **Cohabitation** is defined as hosting any individual in a TWU residence hall room or apartment who is not assigned to that specific space for a period of time exceeding two consecutive days/nights in a given week. Cohabitation in

the residence halls or apartments is a violation of the contract between Housing & Dining and the resident.

Visitation Policy

The Visitation Policy provides assigned residents with the opportunity to host visitors in their residence hall rooms or apartments.

1. A maximum of two visitors per resident can be checked in at any time (this includes residents from another TWU residence hall). No more than six (6) people can be in a room at any time, including assigned residents. Visitors must be escorted at all times by their hosts. An exemption of more than 6 guests may be made for family members at the discretion of the residence hall staff.
2. Twenty-four hour visitation is permitted for all TWU properties.

Guest Policy

The Guest Policy provides assigned residents with the opportunity to host visitors in their residence hall rooms or apartments for forty-eight (48) hours within a given week.

1. Residents may host a visitor overnight in their TWU residence hall room or apartment with permission of the roommate(s).
2. Visitors may not stay more than 48 hours unless the host has been granted permission by their respective Resident Director.
3. Cohabitation in the residence halls is a violation of the contract between Housing & Dining and the resident. Cohabitation is defined as hosting any visitor (resident or non-resident) exceeding 48 hours within a given week without permission from the Resident Director.

Host Responsibilities

1. The resident host must meet their visitor at the front door of the residence hall. If a visitor has entered the building without their host they are to wait in the lobby.
2. All visitors must be registered at the residence hall desk in accordance with the procedures of that building. A resident of the building must sign in the visitor at the front desk and then accompany the visitor while in the building. Proper identification (government issued- or college/university ID) must be presented by the visitor when registering at the front desk. Temporary paper IDs are not accepted unless supplemented with an additional photo ID card.
 - a. Visitors must be accompanied by their host at all times and in all areas of residence hall, including in the room of the host.

- b. The host must check their visitor in and out at the front desk each time they leave or re-enter the residence hall building. Visitors should not be left in the resident host's room while the host is not present.
- c. Proper concern for the rights of roommates as provided for in the Rights and Responsibilities of the Resident (refer to Pages 62 - 63) must be honored.
- d. Visitors must comply with all residence hall and University regulations, which include residence hall quiet hours.
- e. Each resident host is responsible for the actions and behavior of their visitor(s) and could be subject to student conduct action.

Special Considerations

A visitor is not only being sponsored by the host but is also being sponsored through the courtesy of the roommate of the host, when applicable, and other residents of that floor or wing. Visitors should recognize this courtesy and respect the rights of residents.

Personal Safety

Residents should be aware that uninvited visitors to the floor, building, or apartment complex jeopardize the security of all residents. Residents are encouraged to immediately notify a residence hall staff member or, if circumstances warrant, University police.

Weapons and Firearms

The use or possession of firearms, fireworks, or any other illegal or lethal weapon anywhere in TWU Housing or within the immediate vicinity, on the TWU campuses is prohibited by law. Under state law, weapons prohibited in TWU housing or the immediate vicinity currently include, but are not limited to; any club, explosive weapon, firearm, firearm silencer, handgun, switchblade knife, knife, knuckles, machine gun, short-barrel firearm, armor -piercing ammunition, ammunition, hoax bomb, chemical dispensing device (other than a small chemical dispenser sold commercially for personal protection), blow gun, stun gun, bow, arrow, sword, slingshot, racetrack, or zip gun. Additional items prohibited in TWU Housing include fireworks, toy look-alike guns, paintball guns, pellet and BB guns, and decorative firearms (operable or inoperable). Pursuant to state law, these weapons are prohibited on the TWU campuses. The unlawful use or possession of a firearm constitutes a third-degree felony.

Notwithstanding the above, individuals licensed by the State of Texas to carry a concealed handgun may, in accordance with state law, be in possession of a

handgun in University owned or managed housing. A licensed holder in University owned or managed housing must have their handgun on or about their person or safely secured or stored to prevent tampering or theft. The handgun must be stored in a combination or electronic locking steel safe when the handgun is not on or about their person. The gun owner is responsible for reviewing and complying with all applicable University policies and procedures regarding such use and possession. Failure to comply with University regulations, may subject the student to disciplinary action, including contract termination from University Housing, TWU probation and/or suspension.

Windows and Balconies

Window screens, stops, or seals may not be loosened or removed from windows for any reason. Dropping, throwing, or in any other manner allowing objects (liquid or solid) to be ejected out of windows or off balconies is prohibited and will result in disciplinary action. Residents who have windows or balconies are responsible for any object ejected from their windows or balconies. Residents are not permitted to walk on the roof of any building.

Student Conduct

Texas Woman's University is an academic community committed to transformational learning, discovery, and service in a caring environment that embraces diversity and promotes the wellbeing of our students. As an academic community, the University has an interest in the education, ethics, safety, and welfare of all members of this community and in fostering an environment consistent with the educational mission, purpose, and processes of the University. When students voluntarily enter the University, they assume obligations of performance and behavior reflective of the University's mission and values. Expectations of students in the University community are higher than those of other citizens.

In a community of learning, willful disruption of the educational environment, destruction of property, and interference with the orderly process of the University or with the rights of other members of the University will not be tolerated. Any violation of this policy is subject to review and action by the Housing & Dining conduct officer. Violations may be referred to the University Student Conduct Board for further action.

As members of Texas Woman's University, students have rights and responsibilities. In addition, the University has expectations regarding the behavior of its members which extend beyond the classroom into all aspects of life. The mission of the Office of Civility and Community Standards is to educate students about civic expectations and prohibited conduct, promote student learning, academic integrity and

accountability, and facilitate the development of thoughtful, responsible, and engaged members of the community. This Office's purpose reflects and promotes the core values of Texas Woman's University including striving for collaboration, embracing diversity, and treating one another with care while keeping the well-being of all a priority. Through the Student Code of Conduct, the Office of Civility and Community Standards strives to address, reduce and prevent behavior that undermines academic success and detracts from the educational mission of the University; to ensure the health and safety of the University community; and to provide timely support and resources for students.

Student Rights and Responsibilities

With the Student Conduct process in mind, each TWU student and student organization enjoy the following rights:

- The right to an environment in the residence halls, academic buildings, and other areas on campus which will be as conducive as possible to study and serious inquiry.
- The right to inquire about and to recommend improvements in policies, regulations, and procedures affecting the welfare of students through appropriate channels such as student government, administrative offices, and various committees.
- The right to a fair hearing (Code of Conduct Review Hearing) when charged with violation of University regulations.
- The right to have their conduct proceedings addressed in a timely manner.
- The right to bring witnesses to a hearing who are pertinent to the charges in question.
- The right to bring an advocate, which may include legal counsel, to a hearing for the sole purpose of support.
- The right to request special accommodations for concerns for personal safety, well-being, or fears of confrontation during the hearing by requesting separate facilities through technological means for hearings.

With the Student Conduct process in mind, each TWU student and student organization enjoy the following responsibilities:

- The responsibility for being fully acquainted with published regulations and for complying with these regulations in the interest of an orderly and productive community.
- The responsibility for respecting the rights and property of other persons in the University community.

- The responsibility for knowing that each student's conduct reflects not only upon the student but also upon the University and the members of the community, and that conduct must be judged accordingly.
- The responsibility to help maintain a safe environment by reporting suspicious, inappropriate, or dangerous behavior to University employees.

Resident Rights and Responsibilities

With the Student Conduct process in mind, each resident has certain individual rights and responsibilities that must be held in high regard. However, these rights carry with them a reciprocal responsibility on the part of the individual to ensure those same rights for other residents.

1. Primary rights of the resident include:
 - a. The right to read and study in their room and/or apartment without undue interference.
 - i. Unreasonable noise and other distractions inhibit the exercise of this right.
 - b. The right to sleep, the right to their personal belongings, the right to free access to one's room and/or apartment and suite facilities, and the right to a clean living environment.
 - c. The right to have grievances heard.
 - i. Residents have the right to initiate referrals to residence hall staff and/or to the disciplinary process regarding a person's behavior that infringes on their rights and the rights of others.
 - d. The right to be free from fear, intimidation, and physical and/or emotional harm.
 - e. The right to access a variety of programs and services.
2. Additional rights of the resident that should be protected but should not infringe upon the reasonable exercise of the primary rights defined above:
 - a. The right to personal privacy. All persons should have freedom from interference with their personal activities and should be able to maintain privacy.
 - b. The right to host guests. All students should have the opportunity to maintain personal contacts and friendships with other persons to fulfill their needs for socialization. Guests are expected to respect the above-stated rights of the roommate of the host and of other residents.

Any violation of these rights is subject to review and action by the Residence Life Conduct Review Board and/or the Housing & Dining conduct officer. Violations may be referred to the University Student Conduct Board for further action.

Cooperation with University Officials

Residents and/or guests must comply with directions from any University official, which includes TWU Housing & Dining staff members. Verbal and physical abuse from residents and/or guests toward any staff member will not be tolerated. Any violation of this policy is subject to review and action by the Housing & Dining conduct officer. Violations may be referred to the University Student Conduct Board for further action.

Conduct Review Process

In an effort to maintain an environment compatible with the University's function as an educational institution, a process for the review of inappropriate conduct and/or policy violations is in place. For specific information on this process, please refer to the Housing & Dining "Residence Hall Conduct Review Procedures and Student Rights" form which you may obtain from your Residence Director or the central Housing office.

In accordance with the Residence Hall Conduct Review process, conduct officers have the authority to impose any of the following sanctions for violations:

- Recommend termination of housing contract
- Verbal or written warning (reprimand)
- Educational sanction (project assignment) and/or community service
- Reassignment within the residence halls
- Restriction from an area(s) within the residence halls
- Suspension of hall rights and privileges
- Restitution
- Hall Probation
- Residence Life probation

A conduct review case may also be referred to the Student Life Code of Conduct Review Committee for action.

Housing & Dining Appeals Process

Students found responsible for violating any TWU Housing & Dining policy may appeal the decision of the conduct officer by delivering a written notice of appeal written seventy-two (72) hours following the receipt of the post hearing determination. An appeal should contain information relevant to the hearing.

- A Residence Director or Area Coordinator sanction may be appealed to the Associate Director of Housing & Dining.
- The Associate Director of Housing & Dining sanction may be appealed to the Executive Director of Housing & Dining.
- The decision of the Executive Director of Housing & Dining is final.

If the student is not satisfied after going through the previous appeal process they may choose to go to the Vice President for Student Life.

Visit the [TWU Student Code of Conduct website](#) to view a complete description of all student conduct policies and procedures.

Emergency Procedures

Active Shooter

An active shooter is considered a suspect or assailant whose activity is immediately causing serious injury or death, and has not been contained.

You may be notified of an active shooter situation on campus via the following means:

- Hearing gunshots
- Receiving a Pioneer Alert (TWU DPS never sends active shooter alerts as a drill; if you get an alert about an active shooter, then it is real)
- Receiving a text message or phone call
- Receiving an email
- Seeing a social media update (follow Pioneer Alert on Twitter)

In the event of an active shooter situation, it is important to quickly determine the most reasonable way to protect your own life. Remember that visitors are likely to follow the lead of students, faculty, and staff during an active shooter situation.

1. **RUN** → If there is an accessible escape path, attempt to evacuate the premises. Be sure to do the following:
 - a. Evacuate regardless of whether others agree to follow.
 - b. Leave your belongings behind.

- c. Help others escape, if possible.
 - d. Prevent individuals from entering an area where the active shooter may be.
 - e. Do not attempt to move wounded people who cannot move on their own.
 - f. Keep your hands visible to responding police.
 - g. Follow the instructions of any police officer encountered during your escape.
 - h. Call TWU DPS when you are safe.
2. **HIDE** → If evacuation is not possible, find a place to hide where the active shooter is less likely to find you. Your hiding place should:
 - a. Be out of the active shooter's view.
 - b. Provide protection if shots are fired in your direction (i.e., an office with a closed and locked door, behind a concrete wall or heavy desk).
 - c. Not trap you or restrict your options for movement.
 3. **FIGHT** → As a last resort, and only when your life is in imminent danger, attempt to disrupt and/or incapacitate the active shooter by:
 - a. Any means necessary using improvised weaponry.
 - b. Acting as aggressively and as violent as possible against the shooter if confronted. Coordinating together with others to incapacitate the shooter, by any means necessary.
 - c. Fight for your life.
 - d. Yelling loudly as you fight for your life.
 - e. Committing to your actions.
 - f. If you feel you are about to be shot, and the shooter is close, attack the shooter's weapon to prevent it being used against you.

Evacuation Routes: Emergency Assembly Areas (EAAs)

There are designated assembly areas for each building, all of which are at least one hundred (100) feet from the building. The exit route from the building will determine which area to use. If one site is not available due to equipment or other obstructions, one of the other sites should be used instead. In all instances keep clear of all roadways, parking lots, and sidewalks to ensure a clear path for first responders.

Stark Hall EAA: The south sidewalk by Redbud Lane and the gardens; west lawn area by the gardens and greenhouse.

- Residents using the south stairwell for evacuation: continue downstairs and exit through the south stairwell emergency exit door. Do not exit through the first floor lobby.
- Residents using the north stairwell for evacuation: continue downstairs and exit into the lobby, using the west exterior doors to exit outside.

- Residents in the basement laundry room can use the west dock doors of the building and proceed up the driveway to the designated meeting place for the building. Residents cannot gather on the stairs or porches of the building(s).

Guinn Hall EAA: Northwest lawn near Little Chapel, beyond the volleyball court and Alumni House; lawn at the south side of Little Chapel near the gardens; lawn by Bell Ave near the Commons.

- Residents should exit through the north or south stairwells. Once in the lobby, residents will proceed out the south lobby (back) exterior doors.
- Residents in the basement laundry room can use the east dock doors of the building and proceed up the driveway to the designated meeting place for the building. Residents cannot gather on the stairs or porches of the building(s).

North Hall EAA: North lawn area on the low ropes course.

- Residents using the west stairwell for evacuation: continue downstairs and exit through the west stairwell emergency exit door. Do not exit through the first floor lobby.
- Residents using the east stairwell for evacuation: continue downstairs, using the east exterior doors to exit outside.
- Residents using the center stairwell of the building proceed out the north lobby doors to the designated meeting place for the building.
- Residents cannot gather in the courtyard.

South Hall EAA: Pioneer Park lawn area.

- Residents using the west stairwell for evacuation: continue downstairs and exit through the west stairwell emergency exit door. Do not exit through the first floor lobby.
- Residents using the east stairwell for evacuation: continue downstairs, using the east exterior doors to exit outside.
- Residents using the center stairwell of the building proceed out the south lobby doors to the designated meeting place for the building.
- Residents cannot gather in the courtyard.

Mary's Hall EAA: Lawn area past parking lot, east of tennis courts..

- Residents using the south stairwell for evacuation: continue downstairs and exit through the south stairwell emergency exit door. Do not exit through the first floor lobby.
- Residents using the north stairwell for evacuation: continue downstairs, using the north exterior doors to exit outside.
- Residents using the center stairwell of the building proceed out the lobby doors to the designated meeting place for the building.
- Residents cannot gather in the courtyard or the parking lot.

Lowry Woods EAA: North lawn across the parking lot by Locust St.; East lawn area

near the gardens. In all instances keep clear of all roadways, parking lots, and sidewalks to ensure a clear path for first responders.

- Residents should exit their building using the nearest safe exit route located on each side of the building. Residents and children exiting the Community Center should move to the nearest safe exit as directed by staff.

Fire

In the event of a fire in the residence halls or apartments, it is important to remain calm and follow all of the following procedures:

- Upon hearing the building's fire alarm or seeing smoke or fire, stop all normal activities and take immediate action. Never assume it is a false alarm. If there is a fire or smoke but the fire alarm has not yet been activated, then use the fire alarm pull station.
- If it is safe to do so, turn off all heat-producing equipment and secure any other hazardous materials to prevent a secondary emergency.
- As you exit the building through the nearest emergency exit, gently touch doors before opening them and close all doors and windows, if it is safe to do so. Furthermore, you should warn other individuals as you exit the building.
- Never use the elevators during a fire evacuation. Proceed down the stairwells to exit the building. Once you're safely outside, gather in the designated safety areas. Never go back into the building for any reason until an authorized university official gives the all-clear for everyone to reenter the building. Refrain from propping or holding open doors. Buildings with enclosed stairwells (All except Lowry) have a fire wall for the safety of the residents. For individuals who are unable to use the stairwells, it is important to remain calm and on the stairwell landing with the stairwell door closed. Inform other individuals to tell first responders of your location.
- In the event that you become trapped during a fire evacuation, keep all doors closed and place a wet cloth underneath them to keep smoke out. Contact TWU DPS at 940-898-2911 to inform them of your location.

Tornadoes and Severe Thunderstorms

Tornadoes

A **tornado watch** will be issued when weather conditions are favorable for the development of a tornado. In the event of a tornado watch, you must be ready to act in the case of worsened weather conditions. A **tornado warning** will be issued if there has been a tornado spotted in the immediate area. In the event of tornado warning (which is typically signaled by a building-wide siren or a university-issued Pioneer Alert), you should refer to the following procedures:

- Stay inside and advise others to do the same.
- If it is safe to do so, turn off heat-producing equipment.
- Shelter-in-place in one of the designated safety areas inside the building (Maps of these locations can be found [here](#)).
- Monitor your phone for updates from Pioneer Alert regarding the situation. You can also receive weather updates and alerts via Twitter @TWUReady and @PioneerAlert.
- Wait for a notification from Pioneer Alert to resume normal operations before leaving the shelter-in-place location.

Severe Thunderstorms

If a severe thunderstorm warning is issued for the university, then you should refer to the following procedures:

- Stay inside until the storm passes and advise others to do the same.
- If you are in an area surrounded by windows, then move toward the interior of the room to avoid possible injury from shattered glass.
- If instructed to do so in the case of severe hail and/or winds exceeding 80 mph, stop all activities and shelter-in-place in one of the designated safety areas inside the building.
- Monitor your phone for updates from Pioneer Alert regarding the situation. You can also receive weather updates and alerts via Twitter @TWUReady and @PioneerAlert.

Power Outages

Power outages may occur at any time throughout the year. Typically, power outages occur during severe thunderstorms or ice/snow storms. TWU Housing & Dining encourages residents to always be prepared for power outages. Therefore, in the event of a power outage, it is important to remain calm and refer to the following procedures:

- Whether you are in your room and/or apartment or in a public area such as a stairwell, hallway, or lounge, it is important to stop moving in order to allow your eyes to adjust to the lower light level.
- Follow all instructions by TWU Housing & Dining staff or TWU DPS.
- Do not use the elevators.
- Keep an easily accessible flashlight and batteries in your room and/or apartment. Miniature flashlights are a great tool that you can keep in your

backpack or purse.

- Turn off all lights, appliances, and computers to avoid a power surge on the system once power is restored.
- Keep all refrigerators—miniature or otherwise—closed throughout the power outage.
- Do not use candles or other open flames for lighting purposes.
- Do not spam or tax the emergency telephone systems or GroupMe message groups to tell them about the power outage. The TWU Housing & Dining staff and TWU DPS will already have information about the situation.
- Residents who have disabilities should use a buddy system if they must leave their room and/or apartment.

Bomb Threat

Bomb threats usually come by telephone. If you receive a bomb threat call, remain calm and obtain as much information as possible from the caller including the following:

- When is the bomb going off?
- Where is the bomb now?
- What does the bomb look like?
- What will cause the bomb to go off?
- Where are you calling from?
- What is your name?
- What is your address?

After the phone call, immediately notify TWU DPS at 940-898-2911 with the information you obtained about the bomb threat. Describe the caller's voice, any background noises you heard, and the exact wording of the message. Do not touch suspicious packages. Instead, inform TWU DPS of any suspicious packages, items, or people in the area. Always follow instructions from first responders.

Illness or Injury

If you are ill or sustain an injury, you are encouraged to contact a member of the TWU Housing & Dining staff for assistance. These staff members will contact the proper personnel to assist in taking care of your particular needs.

Missing Person

Housing & Dining 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.

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 report of a missing person is initiated when University staff are notified of or become aware of a potential missing residential student. Upon notification of possible missing person housing staff will initiate a missing person report. The 24-hour period begins at the time of notification.

TWU Housing & Dining staff must follow missing person procedures to report and investigate the missing person. Trigger events that will cause a person to be considered missing include contact from concerned individuals, including University officials, about an individual's absence or lack of contact that is contrary to their normal behavior and/or if unusual circumstances may have caused the absence. TWU Housing & Dining staff will collaborate with TWU DPS to follow state guidelines regarding notification and location of missing persons.

Sexual Misconduct

Texas Woman's University is committed to a safe academic and working environment. It is the policy of TWU to provide an educational and working environment for its students, faculty, and staff that is free from sexual misconduct. TWU will not tolerate any act of sexual misconduct. In accordance with federal and state law, the University prohibits all acts of sexual misconduct in its application and admission processes; educational programs and activities; employment policies, procedures and processes; and university facilities.

TWU takes active measures to prevent such conduct and investigates and takes remedial action when appropriate. Individuals who alone, or in concert with others, participate or attempt to participate in prohibited conduct are subject to disciplinary action by the university, notwithstanding any action that may be taken by civil or criminal authorities. Detailed sexual misconduct policy can be found on the [TWU Civility and Community Standards website](#). Students and other individuals, including guests of the University, are encouraged to report suspected sexual misconduct to

the Title IX Coordinator, a Deputy Title IX Coordinator, or the Office of Civility and Community Standards.

All reported incidents will be investigated and, as appropriate, referred to the criminal courts for prosecution, and/or to the Office of Civility and Community Standards for University discipline. Victim counseling and mental health services are available through the Counseling and Psychological Services and other non-university agencies. Please note that all TWU employees, including TWU Housing & Dining staff, are considered mandatory reporters. Therefore if you report information about sexual misconduct to a TWU Housing & Dining staff member, then the staff member must promptly report the misconduct to the Office of Civility and Community Standards (civility@twu.edu or 940-898-2968).

Reporting Incidents

The front desk staff in each residential community are available to handle emergency situations. Should an emergency occur after the front desk's operating hours, the on-call staff can be contacted by dialing the front desk numbers. Additionally, TWU DPS can always be contacted by calling (940) 898-2911. Incidents which occur on university property including crimes, health emergencies, fires, or other similar occurrences should be reported to the Residence Director and TWU DPS.

Addendum

2023-2024 Texas Woman’s University Housing & Dining Contract Terms and Conditions

Definitions
For purposes of this Contract, the following terms have the following meanings:
<p>Academic Year - The term “Academic Year” shall mean the Fall and Spring semesters at the University. Apartment - A University-assigned unit including any assigned exterior storage closets, patios, porches, balconies and stairwells.</p> <p>Common Areas - Lobbies, lounges, stairways, hallways, laundries, bathrooms, exercise rooms, basements, walkways, lawns and parking areas.</p> <p>Co-residents - legally dependent minor children, spouses, roommates.</p> <p>Opening Day - The advertised Fall or Spring official first move-in day for the residence halls or apartments.</p> <p>Resident - A current occupant assigned to a space in University housing.</p> <p>Residence Hall - All portions of a building, as well as its immediate outside surroundings, whether on or off campus, made available by TWU for Student living accommodations.</p> <p>Student - A person admitted to Texas Woman’s University.</p> <p>University housing - Housing assigned by TWU for students and authorized family members, including residence halls and apartments.</p>

1. **EMAIL AS OFFICIAL METHOD OF COMMUNICATION:** Texas Woman’s University primary means of communication with students is through the student’s TWU email. Messages sent by the University may include time sensitive information regarding student accounts, announcements, and class information. Students are responsible for checking their TWU email on a regular basis and should clean out their email boxes diligently. For more information regarding your Pioneer Portal and TWU email, visit www.twu.edu or contact the IT Help Desk at 940-898-3971. Students should add housing@twu.edu to their email address contact which may help avoid important housing mail being filtered into “junk” mail.

Housing & Dining utilizes email to communicate information including, but not limited to, housing assignments, billing issues related to housing and dining, and housing waiting list status.

2. **CONTRACT TERM:** This contract is effective for the applicable Academic Year at signing, or if entered into after the start of the Fall semester, for the remainder of the applicable Academic Year. This contract is issued only after the University has officially accepted a student for admission.
3. **UNIVERSITY HOUSING ELIGIBILITY:** A person must be admitted as a full-time, degree-seeking Texas Woman’s University student to be eligible for University housing. The student resident loses eligibility if the student does not remain enrolled full-time throughout the term of this contract.

Registered sex offenders and students convicted of any felony will not be eligible to live in the University residence halls or apartments.

Family Housing Eligibility

In addition to the above University housing eligibility requirements, a student must be legally married, as recognized in the State of Texas, or be a single parent who has legal custody of a child(ren) to be eligible for family housing. Further, the student must reside in the assigned University housing with their legal partner, or at least one minor child for whom the student (or their legal partner) has legal custody. Meeting and maintaining appropriate student, married or single parent student status are key factors in obtaining an assignment for the TWU campus family housing apartments.

A valid marriage license, birth certificate(s) and/or adoption paper(s) must be presented at the time of contract signing to verify eligibility. If a child is part of a shared custody situation, a copy of the custody documentation must be provided to Housing & Dining. The size of the apartment assigned is determined by the number of occupants. A two-bedroom apartment will accommodate a maximum of four occupants (legal partners and two children; single parent and two children). Three-bedroom apartments will accommodate a maximum of six occupants (legal partners and four children; single parent and four children).

Only the student, their spouse, and **legally dependent** family members as identified on the housing application may occupy the apartment. All persons listed on the application 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 for Housing Administrative Services. A resident will not be permitted to remain in Texas Woman's University Apartments if eligibility requirements are not being met by the student. The student agrees that the apartment will be occupied only by the individuals listed on the housing application who have been approved by the University. No other individuals are permitted without prior approval. To request approval, the student must follow the visitor and guest policies stated in the Residence Life Handbook.

If a resident in family housing gets married or gives birth to a child, they must notify Housing & Dining within seven (7) days of the marriage or birth and provide supporting documentation (e.g. birth certificate, marriage license) to request approval for additional occupant(s).

4. **RESIDENCY REQUIREMENT:** All full-time undergraduates (taking 12 or more credit hours) who have not completed 60 credit hours are required to live in on campus housing. Exceptions are made for:
 - students residing with their parent or legal guardian within a 40 mile commutable radius of the campus,
 - students who are at least 21 years of age,
 - students who are married,
 - students who are active military or veterans of military service, or
 - students with legally dependent children.

Students who wish to be exempt must apply for an exemption prior to the residence

halls Opening Day. A Housing & Dining administrator will review requests for exemption. All decisions made shall be considered final. Once the contract is signed, if an exemption is later granted, the student may be responsible for the cancellation charges.

5. **ASSIGNMENT:** Texas Woman's University is an equal opportunity institution and, as such, assigns space to qualified, enrolled, degree-seeking full-time students without regard to race, color, religion, sexual orientation, national origin, disability, or age, as provided by law and in accordance with the University's respect for personal dignity and Housing & Dining's commitment to valuing human diversity. Basic housing is a room occupied by two persons of the same gender, except in the gender inclusive designated community.

Assignments to a specific building, type of housing, room/apartment capacity, or specific roommate(s) are not guaranteed.

Housing is not guaranteed by completing the housing application process. If a prospective resident has completed the Housing & Dining application process and the University is unable to grant housing due to occupancy levels, they will be refunded their deposit.

6. **ACCOMMODATIONS:** Students needing a housing accommodation should contact Disability Services for Students. For detailed information and a list of required documentation, see <https://www.twu.edu/disability-services/>. Students with contracts may request consideration for accommodation. Priority is given to students applying by June 1. While late requests for accommodations may be submitted, such requests are subject to room availability.
7. **ROOMMATES:** The University will attempt to honor roommate requests when students involved have indicated each other as roommates within the student roommate matching program supported by Housing & Dining, and both have applied within the same self-selection period.
8. **USE OF ASSIGNED SPACE:** Occupancy of space in University housing is permitted only by the student to whom the space is assigned. In family housing, University housing space must be occupied only by the student and family members as specified in the Family Housing section of this document. Space may not be sublet to any other person(s). The student may not share assigned space with any other individual(s) not officially assigned to that space by the University. Use of space for specific visitation and guest policy information is governed by the Residence Life Handbook available on the TWU Housing & Dining website and prior approval must be obtained. The student may not refuse or prevent another assigned student from residing in a shared space (bedroom or apartment). If the student refuses or prevents a new occupant from residing in a shared space, conduct action (including eviction), may be taken against the student or, at the University's discretion, if they pay for all empty beds in a room/ apartment and there is room available for all others elsewhere, the student may be assigned space as a single occupant.
9. **ROOM CHANGES:** Students may request relocation to another room or space at times specified by Housing & Dining, throughout the year. A Resident's Room Change request must be made to their Residence Director. The Residence Director must first

approve the request, before the move(s) can take place. Upon approval, the student has 48 hours to relocate. Any student who moves prior to receiving written approval or after the 48 hours will be subject to a \$100.00 charge and student conduct action. Room changes are not guaranteed. The resident must be eligible to live in the housing requested. If approved, the resident will have their bill prorated for their previous housing and for their new housing.

10. **CONSOLIDATION AND VACANCY OPTION:** Consolidation is defined as the moving together of residents by Housing & Dining who are paying for a double occupancy room but for some reason, not necessarily because of their actions, are currently in a room with no assigned roommate; or are living in an apartment with empty rooms. Double rooms are normally occupied by two students and a two or three bed apartment is normally occupied by two or three students respectively. If one or more of the occupants does not check in, or, later moves out, the remaining residents may be required to consolidate. Consolidation may also take place before the start of a term. This does not apply to family housing.
11. **PAYMENT OF FEES:** The student agrees to accept the assigned space in University housing and pay housing and dining fees as established by the University for the applicable Academic Year on or before the published payment dates. Rates and fees can be found at www.twu.edu/housing. It is the responsibility of the student to routinely check their student account to determine outstanding balances.

Students who receive financial aid awards are required to pay all housing and dining costs not covered by their awards by the payment date set by the University. Financial aid may not be used to pay the required housing deposit and application fee without approval from Housing & Dining. Room rates and board are reduced only for the student who is assigned a space AFTER the conclusion of the FIRST WEEK of classes. Rates are also adjusted on a pro-rated basis if the room or meal plan type changes, before the 11th day of class, and thereafter changes will be subject to additional fees provided herein. Failure to pay fees in a timely manner will be a material breach of this contract.

The adopted University housing and meal plan rates will be effective for the contract term. University housing will be available for check-in Opening Day in the Fall semester through the closing of University housing in May, subject to the terms herein and rules and regulations of the University.

- **Application Fee-** Student agrees to pay the \$50 nonrefundable and non-transferrable application/contract fee for Housing.
 - **Deposit-** Student agrees to pay a security deposit of \$100 at the time of signing the contract. The \$100 room deposit will be refunded to the student upon satisfactory completion of the contract which includes checking out of the residence hall or apartment in compliance with Housing & Dining policy, rules and instructions and after the University determines the assigned housing was left in good condition.
12. **CONTRACT CANCELLATION CHARGE AND REFUNDS:** The Student may request a cancellation of the contract by completing a Cancellation Form according to the following guidelines:
 - They may cancel the contract provided they will not be in violation of the University Residency Requirement.

- If the student is denied admission to the University, there will be no cancellation fee, and a full refund of any refundable payments will be made.
- Students removed from Housing at any time will be responsible for payment of the entire semester's room rent. The housing deposit will also be forfeited.

CANCELLATION CHARGES FOR THE FALL SEMESTER

The deposit will be forfeited if the contract is canceled at any time. Additionally, the student is responsible for payment of the following charges for cancellations after the stated time:

- After June 1-\$350
- After August 1-\$500
- After Opening Day-\$500 and 20% of their semester's rent (80% will be refunded)
- After September 1-\$500 and 50% of their semester's rent (50% will be refunded)
- After October 1-\$500 and their entire semester's rent

CANCELLATION CHARGES FOR THE SPRING SEMESTER

Students assigned housing in the Fall of the academic year who cancel the contract for the Spring semester will forfeit the deposit. Additionally, the student is responsible for payment of the following charges for cancellations at the stated time:

- Before the start of the Spring semester-\$750
- After Spring Opening Day-\$500 and 20% of their semester's rent (80% will be refunded)
- After February 1-\$500 and 50% of their semester's rent (50% will be refunded)
- After March 1-their entire semester's rent

CANCELLATION CHARGES FOR THE SPRING SEMESTER (Spring Only Contract)

Students with a contract for only the Spring semester who cancel the contract will forfeit the deposit. Additionally, the student is responsible for payment of the following charges for cancellations at the stated times:

- After December 1-\$350
- After January 1-\$500
- After Opening Day-\$500 and 20% of their semester's rent (80% will be refunded)
- After-February 1-\$500 and 50% of their semester's rent (50% will be refunded)
- After March 1-their entire semester's rent

The University will waive cancellation fees if the cancellation application is submitted before Opening Day and documentation supports that the cancellation is the result of:

- medical withdrawal from the University;
- academic disqualification, e.g. academic suspension or credit hour enrollment;
- moving to another TWU campus; or
- such other circumstances with the prior approval of the Executive Director of Housing & Dining or their designee.

The University will waive cancellation fees if a cancellation application is submitted, and documentation is provided by November 1 that supports the following:

- the student is engaged in full time student teaching or an academic internship;
- the student has graduated; or
- the student is in a study abroad through TWU.

Residents who wish to return to University housing are not guaranteed a space and will be considered a new on campus student. If a student is not enrolled a minimum two weeks prior to Opening Day, their room assignment will be cancelled, and they will not be charged cancellation fees. A request for an exception to the enrollment deadline for returning students will be considered upon the student's written communication to the Housing & Dining Office.

MEAL PLAN CANCELLATION

- If a meal plan participant cancels a meal plan before Opening Day of each semester, they will be charged a \$100 cancellation fee.
- If a meal plan participant cancels a meal plan after Opening Day but before the 11th class day of each semester, the meal plan charge will be prorated based on use. They will also be charged a \$100 cancellation fee.
- A meal plan participant may not cancel or receive a refund for a meal plan after the 11th class day of the semester.
- Refunds will not be given for missed meals, including those missed due to academic scheduling problems or trips taken by the resident for academic or extracurricular purposes.

Students may spend the entire Dining Dollar balance in a semester, or the balance remaining at the end of the Fall semester will transfer to the Spring semester ONLY for continuing students. 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.

Exemptions

The University, in unique circumstances, may exempt a student from the required meal plan for documented medical conditions or religious dietary observance. It should be noted that all documentation must be submitted to the Executive Director of Housing and Dining or designee by the 11th class day in order for a request to be considered for that semester. Please note that the meal plan exemptions requests will only be considered for those who demonstrate that a campus dining plan cannot in any way satisfy their dietary needs, and they must provide appropriate supporting documentation. It is the responsibility of the student to obtain any and all required approvals or necessary documentation.

13. **TERMINATION OF THIS CONTRACT BY THE UNIVERSITY:** The student must check in to their assigned room by 5pm on the first day of class of the term they are scheduled to move in, unless written special arrangements are made with the Housing & Dining Office. Contracts will be cancelled at 5pm on the first day of class of the semester for failure to complete proper check in procedures or for failure to obtain special arrangements for check in.

If a student is suspended, expelled, or otherwise removed from the University or Housing for disciplinary reasons, the University will terminate the contract. In such cases, the student will be required to vacate the room/apartment within 48 hours after notification of such action by the University, or sooner if directed by the Executive Director of Housing & Dining or designee. When the Executive Director of Housing & Dining or designee believes that the continued presence of a student living in Housing is not in the best interest of the institution, including if the student poses a danger to persons or property, is a direct threat to persons or property, or is significantly disruptive to the normal operations of the residence halls/apartments, the student may be removed from Housing pending the outcome of a student conduct process and/or administrative contract review. Students who are removed from Housing for reasons stated in this paragraph will be held financially responsible for the entire semester's room rent, and may not be eligible to apply for future on campus housing.

Force Majeure: University shall not be held liable or responsible to Student nor be deemed to have defaulted under or breached this contract for failure or delay in fulfilling or performing any obligation under this contract when such failure or delay is caused by or results from causes beyond the reasonable control of the University, including but not limited to fire, floods, pandemics, embargoes, war, acts of war, insurrections, riots, strikes, lockouts or other labor disturbances, or acts of God; provided, however, that the University shall use reasonable commercial efforts to avoid or remove such causes of nonperformance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed. The University shall provide the student party with prompt written notice of any delay or failure to perform that occurs by reason of force majeure.

14. **CHECK-IN:** Check-in occurs on or after Opening Day. If a student needs to move-in before Opening Day, they must provide a written request and obtain written approval from Housing & Dining, and additional fees may apply. When a student is issued a room key and they take possession of the key, they are considered checked-in and moved-in. At the time of move-in, residents should check their room for damages. If there are any damages at the time of move-in, then residents should contact their RA within forty-eight (48) hours of moving in to ensure their Room Condition Report is up-to-date.
15. **CHECK-OUT:** The student must check-out within 24 hours after the student's last final exam of the Spring semester (Fall semester for those not enrolling for the Spring semester), or by noon on the last day of the semester per the TWU Academic Calendar, whichever comes first. The student is to vacate the space within 48 hours after withdrawal or dismissal from the University, or be held liable for room charges beyond their last date of attendance. Failure to move out within the prescribed period may result in a \$100 per day charge, conduct action, or any or all of the foregoing. The University will not be held responsible for student belongings that are not timely removed by dates provided for in rules or instructions by University officials and reserves the right to take possession of and discard such belongings, change all applicable locks, and charge the student for all necessary expenses. The student is expected to complete a proper check out prior to leaving the assigned space, as outlined in the Residence Life Handbook available on the TWU Housing website. Failure to follow the check-out policy may result in additional charges.

When one occupant in a room/apartment moves out while others remain, each is equally and jointly responsible for cleaning the room, bathroom, and common areas. If any of those spaces are found to be in an unacceptable condition, cleaning

services will be provided and all residents will be held responsible for cleaning charges. The student must also return all keys to a Residence Hall/Apt. staff member. If the student is departing prior to April 15, a cancellation form must be completed prior to checkout. Failure to comply with this process may result in additional charges.

16. **BEHAVIOR AND CONDUCT:** The Student is responsible for knowing and observing University policies, rules, regulations and procedures including those in the TWU Student Handbook, Student Code of Conduct, and the Residence Life Handbook. These resources are available online at www.twu.edu. The Student is also responsible for observing all applicable federal, state, and local regulations and laws. The University reserves the right to make other rules and regulations as in its judgment may be in its best interest, including those deemed necessary for the safety, care, and cleanliness of the premises and for the preservation of order. Student agrees to abide by all additional rules and regulations that are adopted. Any student whose contract is terminated as a result of violating The Student Code of Conduct, Residence Life Handbook or as a result of any other conduct sanction, will be held financially responsible for the entire semester's room rent. Failure to abide by all University policies, rules, regulations and procedures and federal, state and local regulations and laws may result in contract modification or termination.

17. **CARE OF FACILITIES:** The Student is responsible for care of rooms, furnishings, and equipment in Housing. Student is responsible for keeping the assigned unit clean and sanitary. In order for the campus to remain committed to environmental responsibility, the student is responsible for disposing of trash and recyclable materials in bins provided in all common areas. The student agrees to cooperate with roommates in the common protection of University and personal property. The student also agrees to refrain from modifying the space in any way, except as expressly permitted in writing by designated Housing & Dining staff and to promptly pay all assessed charges for damages, special cleaning, or maintenance resulting from misuse or modification of the facility. The student is jointly liable with roommates and/or suitemates for assessed charges in the room, apartment, or common area of the residence hall, unless the responsible individual is identified.

18. **KEYS/CARD ACCESS:** Student agrees not to duplicate any keys assigned or transfer their keys or identification card to another person, and will be subject to conduct action or termination of this contract if this occurs. If keys are not returned at check out or if the keys are lost or stolen, the student agrees to pay for all lock changes and key replacements. If the keys are not returned within two business days of the end of the Spring semester, the student will be billed for the lock change, and any items remaining in their assigned space will be treated as abandoned property. Student is responsible for securing the assigned unit at all times and taking such precautions as is necessary for personal and property protection.

19. **ROOM ACCESS:** The University reserves the right to have authorized University staff, property management personnel, state officials, and other authorized personnel enter the student's assigned living space at reasonable times with at least two days' notice to inspect, maintain, and repair the premises and furnishings. If a student submits a work request, by submission of the request they authorize room access with no notice.

Students are expected to promptly report damages and necessary repairs, in accordance with established and published procedures. In the event of an emergency, notice may be given immediately before entering. In accordance with

the Residence Life Handbook, when authorized personnel have a reasonable belief that a violation of a University or Housing regulation, local ordinance, state or federal statute is in progress, and/or other emergencies exist, they may enter the student's rooms/apartments/suites/house without notice. Student's submission of this contract, whether online or in some other format, constitutes explicit consent for authorized personnel to enter the student's rooms, apartments, and/or suites without notice for such purposes.

20. **DINING SERVICES:** The student agrees that, while living in the residence halls (e.g. Guinn, Stark, Parliament Village) they will purchase a residential meal plan for the entire period of the contract. If no meal plan is selected, the student will automatically be assigned and charged the 15 meals per week plan. Students living in Lowry Woods apartments are not required to purchase a meal plan, and may select from any residential or commuter meal plan option. Lowry Woods residents will be provided \$50 Dining Dollars that will be included in each semester's rent.

Meal plans are available for use from Opening Day of the Fall semester through the close of University housing in May; dining and retail locations may be closed or offer limited service during University breaks, holidays or other official closures.

Board Meals from all plans can be used according to the number of meals in the plan during the meal periods allowed per day. Unused board meals do not carry over and reset each Saturday.

Residents may change to a different residential meal plan through the 11th class day each academic term. Residents may not change their semester meal plan after the 11th class day of the academic term. More than two (2) meal plan changes, after the initial selection will result in a \$50 administrative fee for each additional change.

21. **LIMITATION OF UNIVERSITY LIABILITY:** The University is not liable for damage to or loss of personal property, or failure or interruption of utilities. Students are encouraged to review family homeowner's insurance policies or to carry personal renters insurance. Student understands that the University's insurance generally does not cover a student's belongings from losses. Further, the University is not liable for any personal conflict between students and co-residents, resident's guests or invitees, or with any other individuals, in on campus residence halls or apartments. A conflict between students does not constitute grounds for contract termination.

The University shall not be liable for any death, injury, damage or loss to person or property, including, but not limited to, any death, injury, damage or loss caused by burglary, assault, vandalism, theft or any other crimes, negligence of others, wind, rain, flood, hail, ice, snow, lightning, fire, smoke, explosions, natural disaster or other acts of God, or any other cause except as provide by law; and the Student hereby expressly waives all claims for such death, injury, damage or loss. Resident agrees to indemnify, defend and hold harmless the University, and its respective officers, directors, members, managers, agents, employees and legal representatives from any and all liabilities, claims, suits, demands, losses, damages, fines, penalties, fees, costs or expenses (including, but not limited to, reasonable attorney's fees, costs and expenses if permitted by prevailing law) arising by reason of any death, injury, damage or loss sustained by any person, including Student, Student's guests and invitees.

22. **IMMUNIZATION:** The student, or parent or guardian of the student, will be required to

provide Admissions Processing the documentation required by current law showing the student has received the bacterial meningitis vaccination or booster during the five-year period prior to enrollment, and not less than 10 days before the move-day or that the student is exempt from the requirement. Students, 22 years of age or older, are not required to file the exemption or show proof of the vaccination.

23. **PHOTO RELEASE:** The Student grants Texas Woman's University permission to record Student's participation in and appearance on videotape, audiotape, film, photograph or any other medium. The Student also grants Texas Woman's University permission to use Student's name, likeness, voice and biographical material in connection with such recordings; exhibit or distribute such recordings in whole or in part without restrictions or limitation for any legal purpose, including without limitation, educational or promotional purposes, which the University and those acting pursuant to its authority deem appropriate; and copyright such recordings in its own name or to publish, to market and to assign such recordings without consideration, compensation or report to Student. Should a student (or, if under 18 years of age, their parent/guardian) NOT want to be photographed or recorded, or have their name, voice, or biographical material used in connection with any such recording, the student must complete a copy of the appropriate Opt Out of Photograph Release form available at the Housing & Dining office and return it. Unless you complete the Opt Out of Photograph Release form, your presence in or around Housing & Dining facilities and/or properties, as well as at on and off campus Housing & Dining sponsored events, will constitute your consent to the capturing and/or use of your image and/or voice, name and biographical material by the Department of Housing & Dining and you expressly and impliedly waive any claims or rights, whether in law or equity, related thereto.

24. **ILLEGAL SUBSTANCE:** The University has a campus-wide zero tolerance for illegal substances, the purpose of which is to promote a healthy learning environment on campus. Any illegal possession, use, delivery, sale, or distribution of illegal drugs, controlled substances or drug paraphernalia may result in a termination of this contract and an eviction from Housing, if the student is found responsible. Unlawful possession, use or abuse of alcohol is strictly prohibited in and on all property owned, leased or controlled (temporarily or permanently) by the university or at any university event. The University has a strict no-tolerance policy towards underage drinking, driving while intoxicated and being under the influence of alcohol. The University condemns any act related to the consumption of alcohol that impairs, interferes, or endangers the safety or enjoyment of others, including the individual who chooses to consume the alcohol. Any student whose contract is terminated as a result of violating the Student Code of Conduct, Residence Life Handbook or as a result of any other disciplinary sanction, will be held financially responsible for the semester's rent.

25. **SURVIVAL:** Expiration or termination of the contract for any reason does not release Student from any liability or obligation set forth in the contract that is expressly stated to survive any such expiration or termination, that by its nature would be intended to be applicable following any such expiration or termination, or that is necessary to fulfill the essential purpose of the contract, including without limitation the provisions regarding indemnification, confidentiality, and rights and remedies upon termination.