

TEXAS A&M UNIVERSITY - COMMERCE
Residential Living and Learning
P.O. Box 3011
Commerce, TX 75429-3011
Residence Hall and Apartment Contract
Academic Year 2021-2022

This document is a contract between Texas A&M University-Commerce (a member of the Texas A&M University System, an agency of the State of Texas, hereafter referred to as “the University”) and the individual resident. It does not constitute a commitment of admission to the University. This contract may be terminated only under the conditions specified herein.

Residents (parents and/or guardians) are urged to carefully read this contract in its entirety.

When this contract is completed and submitted to Residential Living and Learning it becomes a binding contract between the resident (his or her parent or guardian if the resident is under 18 years of age) and the University. Completion of this contract guarantees space in an on-campus residence hall as space allows, but does not guarantee assignment to a particular room, roommate, or residence hall if individual resident completes action herein described in the timeline given. This contract is binding regardless of the particular residence hall, roommate, or room assignment.

1. ELIGIBILITY:

Residents must be currently enrolled, unless special approval has been granted by the Director of Residential Living and Learning or appointed designee. All residents must meet the guidelines set by the state of Texas for current meningitis vaccinations to live on-campus. Acceptance of this contract by the University does not constitute a commitment of admission to the University. Family Housing residents must be married with or without children (copy of marriage certificate and birth certificates required), or a single parent with dependent child under the age of 18 years old living with the resident (copy of birth certificate or most recent custodial documents required). Non-married partners are not allowed to live in A&M-Commerce on-campus housing. Family housing is only available for residents in a Family Housing Academic Year 20-21 contract that complete the Academic Year 21-22 contract by April 15, 2021. Family Housing will no longer be available when the Academic Year 21-22 contract ends.

2.PERIOD OF CONTRACT:

A. Traditional Freshmen, defined as recent high school graduates entering the university the academic year following their high school graduation date, are required by University policy to live on campus for fall and spring of two (2) consecutive academic years. This is known as the Two Year Live-On Requirement. Early graduates from high school will be considered graduates of the next spring graduation and will be required to live on campus for the following two academic years. Students who start college with credits taken while in high school will be expected to complete the Two Year Live-On Requirement, regardless of classification status. Once a student enters a housing contract for their first academic year, they must fulfill the Two

Year Live-On requirement. Charges for housing will be placed on a student's account for their second academic year, even if they do not sign a housing contract for the second year.

For all other students, rooms are contracted for the fall and spring of one (1) academic year.

B. The resident may occupy an assigned room beginning on the day and time the halls officially open until the halls officially close. Failure to properly check-in to the residence hall by 9:00 a.m. on the first day of classes could result in assignment of the space to another resident. Proper check-in consists of contacting a staff member in your assigned hall during the check-in period between the hall opening date and 9:00 a.m. of the first class day, receiving your room key and all check-in materials and publications. Every effort will be made to hold the original assignment if Residential Living and Learning is notified of an anticipated delayed arrival; however, it may be necessary to assign the late resident to other accommodations.

C. At the end of the term, proper check-out procedures are to be followed as listed in the Residential Living and Learning Community Standards Handbook and all closing information distributed prior to the end of each semester. Accommodations will be made for a graduating resident, contact the Community Director if this service is needed.

D. Housing during periods when classes are not in session may be made available if the University determines there is sufficient demand. In such instances, additional charges will be required for each resident desiring accommodations. The University reserves the right to consolidate interim residents during break periods.

E. In the event that the assigned accommodations are destroyed, or otherwise made unavailable, and the University cannot furnish other accommodations, then this contract is void. All rights and liabilities of the parties will cease and rental payments previously made by the resident shall be refunded on a pro-rated basis for the period for which accommodations were not made available for the resident.

F. A student may apply for housing exemption through the Commuter Authorization Request if they will be commuting from the home of their parents or legal guardians (within a 50 mile driving route to the university). This document must be submitted before August 1st of the first semester the student enters the university.

3. CONSIDERATION OF THE CONTRACT:

A. The Housing contract is personal and non-transferable. It guarantees the resident a space (not a particular room, residence hall, or roommate choice) on campus as space allows. Residential Living and Learning reserves the right to make all halls and room assignments and to make any subsequent change considered advisable or necessary. Residents are not permitted to sublease their room or any portion of their room to another person during the contract period. Residents are not permitted to operate a business from their residence hall, nor may they use their address as a business address in any way.

B. Residence hall and apartment contracts are issued with the assumption that the resident either has been or will be accepted for admission to the University. If the resident fails to enroll he/she

must give advance notice of residence hall cancellation as outlined in section 13, Cancellation of Housing Contract.

C. The resident agrees to pay to the University a room fee in accordance with the terms of this contract. The resident also agrees to pay such other fees and charges as are required by the terms of this contract.

D. If the resident is less than eighteen (18) years of age, the parent or guardian further agrees that if the resident for any reason fails to make such payments, the parent or guardian will make all such payments to the University. The University will not enter into a contract with a minor resident. The parent or guardian agrees to guarantee payment as stated in this paragraph. If a minor student turns 18 after the parent and student have signed the contract, the student becomes fully responsible for the contract on the day they legally turn 18.

4. FEE PAYMENTS:

A. The University agrees to guarantee a bed, as space allows, after the resident has paid the application fee, signed the contracts, and submitted the application. Returning spring residents who do not complete Returning Student Room Selection for the next academic year by the end of the spring semester will be considered New Applicants and will be required to pay the application fee on a new application.

B. Payment of fees: Each semester's rent will be due according to the established University fee deadlines. Failure to make these payments may result in immediate suspension from the University and eviction from University housing. Failure to pay all fees may result in the University withholding transcript of grades, diploma and other academic records from the resident. Expenses incurred in collecting the total amounts due under this contract, including collection fees, attorney fees, and other costs, including court costs, will be the responsibility of the resident. Students have one year from the posted billing date to dispute any Residential Living and Learning room rate charges and ten (10) business days to dispute any additional housing charge other than the room rate. All requests to dispute charges must be made in writing. After the one year period expires or if the request is not made in writing, the student forfeits all rights to dispute the charge.

5. ROOM ASSIGNMENTS:

A. The University draws students from many states, nations, races and religions. It will be the responsibility of each resident to respect the rights of all residents in university residence halls. Admission to Texas A&M University-Commerce and any of its sponsored programs is open to qualified individuals regardless of race, color, religion, gender, sexual orientation, national origin, or disability. Room and roommate assignments are made without regard to race, color, religion, sexual orientation, disability, or national origin.

B. The student must move into the assigned location by 9 a.m. of the first day of classes or give prior written notice to Residential Living and Learning or the student may be assigned to a different hall and/or room.

C. During times of very high occupancy, students may be assigned to temporary housing. Students in temporary housing will be required to move into a permanent housing assignment within 72 hours of being notified.

6. PRIVATE ROOMS:

A private room is not guaranteed to any on-campus resident during the academic year. Having a private room does not entitle a resident to make the room available to another resident or non-resident. During all semesters, Residential Living and Learning reserves the right to require single occupants of rooms, to move together when to do so will: (1) reduce the cost of utilities; (2) facilitate cleaning; (3) make space available for the housing of special groups; (4) support the private room procedure; or (5) to address emergency occupancy needs. Once a resident elects a room as a private, he/she is obligated for the additional fee for the academic year, even though he/she may later decide to accept a roommate or move to another room, unless approval has been granted by Residential Living and Learning to terminate the private room contract addendum.

7. HALL OR ROOM CHANGES:

A. Hall changes are made based on availability. Residents changing halls during the contract period, from a less expensive to a more expensive hall, will be required to pay the difference in room rent. Rent differentials will be computed on a pro-rated basis unless the move is completed prior to the first day of classes.

B. Residents may request relocation to another room through the designated waitlist process. Moves must be approved by Residential Living and Learning before the move takes place. Residents who move prior to receiving official approval may be subject to a \$100.00 charge and disciplinary procedures. Room change requests due to roommate, maintenance, or safety concerns should be handled through the staff in assigned hall instead of the waitlist process.

8. CARE OF SPACE, ROOM, AND HALL:

A. The resident is responsible for the condition of the room and all furnishings that are assigned to him/her, and he/she shall reimburse the University for all damage to the room and damage to or loss of the furnishings, other than normal wear and tear. The resident is also responsible for the cleanliness of his/her room, and he/she shall reimburse the University for all cleaning costs in excess of normal cleaning costs. Damages within the room are the combined responsibility of the residents assigned. Damage to the common areas of the residence halls, where cause is not known, will be assessed on a pro-rated basis to residents of the entire hall or only those residing in the specific area where the damage occurred, depending on the locations.

B. For consideration thereof, the University agrees to provide a room in a livable condition and will make an effort in conjunction with the resident to create a worthwhile, educationally relevant, living experience in an environment suitable for studying and sleeping. Except in cases of resident negligence, the University agrees to make necessary room repairs in reasonable time. Advance approval must be obtained from Residential Living and Learning before any substantial changes are made to or within residence hall rooms. The University will not be responsible for disruptions in service that are beyond University control. In the event of utility or facility disruptions, rent will not be reimbursed.

9. ROOM ENTRY:

The University reserves the right to enter residents' rooms for the purposes of inspection, improvement, repair, to control the rooms in the event of an epidemic or emergency, or for any other purpose as stated in the Texas A&M University-Commerce Student Guidebook and the Residential Living and Learning Community Standards Handbook, to include suspected violations of University or departmental procedures.

10. RENEWAL OPTION:

All eligible residents may renew their contract each academic year during the contract renewal period in the spring as space permits. All residents choosing the renewal option agree to be bound by all terms, conditions, and policies which include having a schedule of classes for fall semester of the application year to reapply during the contract renewal period.

11. PROCEDURES:

Procedures appearing in the current Residential Living and Learning Community Standards Handbook and Student Guidebook which pertain to residency in university residence halls, and others which may from time to time be developed by Residential Living and Learning, are made a part of this contract by reference. In the event of a conflict between the procedures appearing in the aforementioned documents and this contract, the provisions of this contract shall govern. Copies of these publications are available on the University and Residential Living and Learning website.

12. LIMITATION OF LIABILITY:

A. Although precautions are taken to maintain adequate security and safety, the University does not assume any legal obligation for injury to person (including death) or loss or damage to items of personal property which occurs in its buildings or on its grounds prior to, during, or subsequent to the period of the agreement. The student agrees to hold the University harmless and indemnify it from any and all liability resulting from the use of the residence hall by the student. Furthermore, the student and his or her parent(s)/guardian(s) or other guarantor are encouraged to carry appropriate insurance to cover such losses.

B Property/Renters Insurance: Occasionally, incidents such as fire, theft, flood, and other occurrences may cause damage to student property stored in campus residence hall rooms. The Office of Residential Living and Learning strongly encourages students to either (1) make arrangements with the home owners insurance company of their parent (s)/guardian(s) to insure coverage for personal belongings, or (2) purchase separate renters insurance. In some instances, the home owners insurance will cover damage to property of a dependent child in a state-owned facility (such as a residence hall), but this is not a universal truth. Students should consult their parent(s)/guardian(s) and their insurance agent to decide whether or not personal belongings on campus are already covered, and if there might be any limitations to coverage. While reviewing coverage, be sure to review any applicable deductible. If not covered, or if coverage cannot be added, students should ask the insurance agent about purchasing a separate insurance policy that most closely aligns with his or her needs.

C. The university and its staff are not responsible for any student property left in residence hall rooms or public areas of residence halls. In the event that student property is left in residence

halls upon check-out or after the housing contract period has ended, the property will be considered abandoned and removed at the owner's expense. Abandoned property will be properly disposed of, donated, or turned over to UPD. Storage is not available in any of our residence halls. No space is available for students who wish to store belongings over the summer or while they are not enrolled.

13. CANCELLATION OF HOUSING CONTRACT:

A. General: Once the parties have signed this agreement, it becomes a binding contract between the resident (or his/her parent, or guardian, if required) and the University. Failure to fulfill the covenants herein, except in the manner specified in subparagraphs D(1) and E(1) of this section, constitutes a breach of contract and will result in the resident being charged the full amount or a pro-rated amount plus cancellation fees if a Contract Release Request is approved.

B. Cancellation fees: For students who signed the Academic Year contract for Fall and Spring Terms:

If cancelled through the application or in writing on/before July 15, 2021 NO FEE

If cancelled in writing July 16, 2021-July 31, 2021 \$300 FEE

If cancelled in writing August 1, 2021-May 1, 2022 \$500 FEE

For students who signed the Academic Year contract for Spring Only:

If cancelled in writing on/before to January 1, 2022 NO FEE

If canceled in writing January 2, 2022-May 31, 2022 \$500 FEE

Students in the University Two Year live-on requirement, as described in section 2A, who are enrolled at the university during the terms of the contract, may not cancel their contracts except through the official Contract Release Request process.

All enrolled students, in this contract, that do not officially check in to a housing assignment, but did not cancel their housing in writing, will be subject to the full room fees for the room they are assigned.

C. Cancellation by resident prior to occupancy: The resident must cancel the contract in writing, through the Contract Release Request, no later than July 15 for the fall semester or January 1st (for residents beginning occupancy during the spring) to not receive a cancellation fee.

Cancellation fees for cancelling July 15th (for the fall term) and January 1st (for the Spring-only term) deadlines are described in section 13B. Enrolled residents beginning the first year of the Two Year Live-On Requirement will not be allowed to cancel a housing reservation until a Commuter Authorization Form has been submitted and approved. Enrolled residents beginning the second year of the Two Year Live-On Requirement will not be allowed to cancel a housing reservation unless a Contract Release Request has been submitted and approved.

D. Early termination by resident after occupancy: (1) The resident may terminate this contract during the academic year if he/she withdraws. The resident will be subject to the \$500 cancellation fee. The resident must follow normal check-out procedures before departing campus. (2) The resident may terminate this contract if they obtain an approved contract release from Residential Living and Learning. The resident will be subject to the \$500 cancellation fee.

There is a Contract Release Request process for extreme, extenuating circumstances that occur after the official move-in day. Making arrangements to live off campus or signing an off campus lease agreement before a contract release is granted will not guarantee a contract release. For first-year residents, submitting a Commuter Authorization Request is not an acceptable substitution for a Contract Release Request. Only students who do not move onto campus are allowed to submit a Commuter Authorization Request.

E. Early termination by the resident between semesters (requests submitted BEFORE close of fall semester): (1) The resident may terminate this contract between the fall and spring semesters if the resident will be graduating, student teaching, participating in an internship required by academic program, or will no longer be enrolled. Once the Contract Release Request has been approved by Residential Living and Learning the resident may check out and will not be responsible for further charges. This arrangement is for those residents who inform the University and check-out of the residence hall prior to 5pm on the final day of the Fall term. (2) If a resident moves out of the residence hall without approval, the resident will be held financially responsible for the contract. A student may request termination of the contract through the Contract Release Request process for extreme, extenuating personal reasons and each request will be considered individually, with most residents being expected to complete the contract for the spring semester. If the Contract Release Request is approved, the resident is still subject to the \$500 cancellation fee. The resident should not make arrangements to live off campus or sign an off campus lease agreement until their request for a contract release is granted.

F. Students choosing to not enroll for the spring semester (notification submitted AFTER close of fall semester): Students who are planning to not enroll for the spring semester should follow the directions in section 13E (1). Should the resident decide to not return and enroll for the spring semester after the halls are closed for the winter break, the following procedures will apply: Resident must notify Residential Living and Learning of intent to not enroll through the Contract Release Request and request access to the resident's room to pick up personal effects and officially check-out. The resident will be charged the \$500 cancellation fee outlined in section 13B and daily room rate for the space for the period of the break or the Late Winter Break charge, whichever is the lower cost.

G. Termination by the University: If a resident is suspended, dismissed, expelled or otherwise removed from the University or the residence halls for disciplinary or academic reasons or fail to enroll, the University will have the right to terminate this contract. In such cases, the resident will be required to vacate the room within forty-eight (48) hours after notification of such action by the University or sooner if in the opinion of Residential Living and Learning there is a threat to the welfare of residents or property. When Residential Living and Learning believes that the continued presence of the resident in the residence halls poses a continuing danger to person or property or presents a threat of disruption of the normal operations of the residence halls, the resident may be removed from housing pending the outcome of a resident housing appeal proceeding to determine the resident's future housing status. Residents who are removed from the residence halls for behavior not in keeping with Residential Living and Learning community standards and procedures (as defined in the Residential Living and Learning Community Standards Handbook and the Student Guidebook), as well as those students who are removed

from the residence halls due to academic reasons, are subject to the cancellation fees outlined in section 13A.

H. Termination due to withdrawal during term: If a resident withdraws from classes in the middle of a term, they will be required to vacate the room within forty-eight (48) hours. Residents will be subject to the cancellation fees outlined in section 13B. Residents will not receive a refund or proration for housing costs if they are removed or withdraw after the official Last Day to Withdraw.

14. ENTIRE AGREEMENT, NO MODIFICATIONS:

This document constitutes the sole and entire agreement between the University and the resident. This document supersedes all oral or written previous and contemporary understandings of agreement relating to matters contained herein. This agreement may not be amended or otherwise altered except by mutual agreement in writing by both the University and the resident.

15. MISCELLANEOUS PROVISIONS:

The University has the right to determine when provisions of this agreement are violated and to determine the appropriate course of action. If any section or subsection of this contract is ruled to be illegal or invalid, this will not affect the validity or enforceability of the remaining provisions of the contract.

16. TERMINATION OR SUSPENSION DUE TO EMERGENCY EVENT:

If, at any time during the Term of a University Housing Contract (the "Contract"), the University determines that closure of Texas A&M University-Commerce Residence Halls or Apartments or vacating same ("Closure") is necessary or advisable due to an emergency; as a result of any governmental order or action; or a Force Majeure event ("Emergency Event"), the University may terminate or suspend the Contract. Suspension of the Contract does not extend the Contract Term. Upon cessation of the Emergency Event, as determined by the University, the Contract suspension will cease and the Contract and all of its terms and conditions continue in full force and effect.

Force Majeure. Force Majeure is defined as: 1) acts of God; 2) war; 3) act(s) of terrorism; 4) fires; 5) explosions; 6) natural disasters, to include without limitation, hurricanes, floods, and tornadoes; 7) failure of transportation; 8) strike(s); 9) loss or shortage of transportation facilities; 10) lockout, or commandeering of materials, products, plants or facilities by the government or other order (both federal and state); 11) interruptions by government or court orders (both federal and state); 12) present and future orders of any regulatory body having proper jurisdiction; 13) civil disturbances, to include without limitation, riots, rebellions, and insurrections; 14) epidemic(s), pandemic(s), or other national, state, or regional emergency(ies); and 15) any other cause not enumerated above, but which is beyond the reasonable control of the University and which by the exercise of all reasonable due diligence, the University is unable to overcome. If the University terminates or suspends the Contract due to an Emergency Event, the student must check out by following the check-out protocol listed in the official notice from Residential Living and Learning.

Housing Adjustment amounts, if any, will be prorated based upon the time remaining in the Contract term and the actual date the student's personal property is completely removed from the room/apartment and the key is returned. No Housing Adjustment will be made if the date of termination or suspension of the Contract occurs after the last day of classes if finals are being given online.

Notwithstanding the foregoing, if an Emergency Event results in the University switching to a remote-teaching environment but the University determines not to close university-owned and operated residence halls and apartments and not to suspend or terminate the Contract, the student may still remove all of the student's personal property and vacate the room/apartment, but in such a case the student will not be entitled to a Housing Adjustment and all of the terms and conditions of the Contract will remain in full force and effect. Furthermore, if the student opts to check out early, they must notify their hall staff and follow all specified move-out procedures.

17. MEAL PLAN REQUIREMENT:

Any residential student who enrolls at the University within one (1) year of high school graduation is required to have the 19 Meal Plan. Any residential student who enrolls at TAMUC within two (2) years of high school graduation may select from any of the meal plans offered to residential students.