

Academic Year 2022-2023 Contract Agreement

TEXAS A&M UNIVERSITY - COMMERCE
Residential Living and Learning
P.O. Box 3011
Commerce, TX 75429-3011
Residence Hall and Apartment Contract
Academic Year 2022-2023

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 occupant, hereafter referred to as “Occupant” . .

1. **PURPOSE.** The sole purpose of this contract is to guarantee space in an on-campus residence hall as space allows, but does not guarantee assignment to a particular room, roommate, or residence hall if occupant completes action herein described in the timeline given.
2. **ELIGIBILITY.** Occupant must be currently enrolled, unless special approval has been granted by the Director of Residential Living and Learning or appointed designee. All occupants must meet the guidelines set by the state of Texas for current or future vaccinations, including bacterial meningitis, to live on-campus.

3. 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. 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 occupants, rooms are contracted for the fall and spring of one (1) academic year.

B. The Occupant 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 occupant. 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 Occupant 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 occupant, 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 occupant desiring accommodations. The University reserves the right to consolidate interim occupants 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 Occupant shall be refunded on a pro-rated basis for the period for which accommodations were not made available for the Occupant.

F. A student may submit a Commuter Authorization Request if the student will be living with a parent or legal guardian within 50 miles or less than one hour drive time from the Commerce campus. This document must be submitted before August 1st of the first semester the student enters the university.

G. Moving in prior to the start of contract: If an Occupant opts to move into campus housing before the original start date of the housing contract, the housing contract will begin on the date the Occupant takes occupancy of the space. The Occupant will be responsible for all additional charges associated with arriving early.

3. RELATIONSHIP OF PARTIES. This Contract creates a license to occupy and use the Premises assigned to the Occupant as the Occupant's temporary residence during the term of this Contract and is not a lease of University's property. No landlord/tenant relationship will be construed between the University and the Occupant.

4. CONSIDERATION OF THE CONTRACT.

A. The Housing contract is personal and non-transferable. It guarantees the Occupant a bed, (not a particular room, residence hall, or roommate choice) on campus as space allows. Residential Living and Learning reserves the right to make all hall and room assignments and to make any subsequent change considered advisable or necessary. Occupants are not permitted to sublease their room or any portion of their room to another person during the contract period. Occupants 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. If the Occupant fails to enroll he/she must give advance notice of residence hall cancellation as outlined in section 16, Cancellation of Housing Contract.

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

D. PARENTAL OR SPONSOR'S GUARANTY. It is acknowledged by Occupant that the University, may, in its sole discretion, require as a condition of this Contract, a binding parental or sponsor's guaranty, which guaranty will be a substantial inducement for University to enter into this Contract. If the University requires a parental or sponsor's guaranty, and Occupant delivers a forged or otherwise false or invalid guaranty to the University, then the University reserves the right to immediately cancel this Contract and retain the Application Fee of \$100, and report the incident to the Office of Student Rights and Responsibilities without thereby waiving the University's right to pursue all civil or criminal penalties which may be appropriate. Occupant acknowledges that this Contract is for an essential necessity of Occupant, and that Occupant is fully bound by all of its terms and conditions, regardless of Occupant's age or legal status.

5. OCCUPANCY FEE PAYMENTS AND ADDITIONAL CHARGES.

A. The University agrees to guarantee a bed, as space allows, after the Occupant has paid the application fee, signed the contracts, and submitted the application. Returning spring occupants 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 occupancy fee 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 occupancy within University housing. Failure to pay all fees may result in the University withholding transcript of grades, diploma and other academic records from the Occupant. 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 Occupant. Occupants 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. Billing announcements are sent to the Occupant's University email account. 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 Occupant forfeits all rights to dispute the charge.

6. ROOM ASSIGNMENTS.

A. The University draws students from many states, nations, races and religions. It will be the responsibility of each Occupant to respect the rights of all Occupants 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. During times of very high occupancy, the Occupant may be assigned to temporary housing. Occupants in temporary housing will be required to move into a permanent housing assignment within 72 hours of being notified.

7. PRIVATE ROOMS. A private room is not guaranteed to any on-campus occupants during the academic year. Having a private room does not entitle the Occupant to make the room available to another occupant or non-occupant. 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 the Occupant elects a room as a private, the Occupant 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.

8. HALL OR ROOM CHANGES.

A. Hall changes are made based on availability. Occupants 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. Occupants 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. Occupants 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 the assigned hall instead of the waitlist process.

9. CARE OF SPACE, ROOM, AND HALL.

A. The Occupant 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 Occupant 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 occupants assigned. Damage to the common areas of the residence halls, where cause is not known, will be assessed on a pro-rated basis to occupants 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 Occupant to create a worthwhile, educationally relevant, living experience in an environment suitable for studying and sleeping. Except in cases of Occupant's 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 the University's control. In the event of utility or facility disruptions, rent will not be reimbursed.

C. Occupants will use the housing portal to enter work orders for their assigned space.

10. ROOM ENTRY. The University reserves the right to enter the Occupant's room 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.

11. RENEWAL OPTION. The Occupant may renew their contract each academic year during the contract renewal period in the spring as space permits. Occupants 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.

12. 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.

13. MEAL PLAN REQUIREMENT. All residential students are required to have a meal plan that meets the meal plan requirements outlined in the Texas A&M University-Commerce Academic Year 2022-2023 Meal Plan Contract.

14. LIABILITY/INDEMNITY. Neither we nor the University, or our respective employees, agents and affiliates, will be liable to you or any of your guests for injury, damage, or loss to person or property caused by, arising from, or associated with the criminal conduct of you or other persons, including without limitation theft, burglary, assault, vandalism, or other crimes, or your personal conflict with your roommates. We have no duty to remove ice, sleet or snow, but we may do so in whole or in part, with or without notice to you. **EXCEPT FOR THOSE CLAIMS ARISING OUT OF THE UNIVERSITY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, AND ONLY TO THE EXTENT PERMITTED BY THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS, YOU, FOR YOURSELF AND FOR YOUR GUESTS, RELEASE US AND THE MANAGER, AND OUR RESPECTIVE SUCCESSORS AND ASSIGNEES AND OUR AND THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS AND AFFILIATES (collectively, the "RELEASED PARTIES") FROM ANY AND ALL CLAIMS AND/OR DAMAGES (i) FOR LOSS OR THEFT OF YOUR OR YOUR GUEST'S PERSONAL PROPERTY AND/OR AN OWNED OR OPERATED VEHICLE, AND/OR (ii) WHICH MAY ARISE OUT OF ANY ACCIDENTS OR INJURIES TO YOU, MEMBERS OF YOUR FAMILY OR YOUR GUESTS, IN, ON, OR ABOUT THE PREMISES, THE APARTMENT, THE**

BUILDING OR THE APARTMENT COMMUNITY, EVEN IF SUCH CLAIM OR DAMAGE WAS CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE RELEASED PARTIES. YOU ASSUME FOR YOURSELF AND ALL MEMBERS OF YOUR FAMILY AND YOUR GUESTS, ANY AND ALL RISKS IN CONNECTION WITH USE OF THE PREMISES INCLUDING THE BEDROOM, APARTMENT, THE COMMON AREAS, THE APARTMENT COMMUNITY OR THE APARTMENT COMMUNITY'S RECREATIONAL FACILITIES OR OTHER AMENITIES, IT BEING UNDERSTOOD THAT ALL SUCH FACILITIES AND AMENITIES ARE GRATUITOUSLY SUPPLIED FOR YOUR USE, AND AT THE USER'S SOLE RISK. YOU HEREBY INDEMNIFY THE UNIVERSITY AND MANAGER AND EACH OF THE RELEASED PARTIES FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, ACTIONS, COSTS AND DAMAGES WHICH WE OR ANY OF THEM MAY SUFFER OR INCUR AS A RESULT OF YOUR NEGLIGENCE, WILLFUL MISCONDUCT AND/OR VIOLATION OF THIS CONTRACT. If Occupant files suit against us and a judgment is found in our favor, the Occupant will pay all legal fees we incurred in defense of the suit. Occupant also waives their right to a jury trial.

15. 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 Occupant agrees to hold the University harmless and indemnify it from any and all liability resulting from the use of the residence hall by the Occupant. Furthermore, the Occupant and his or her parent(s)/guardian(s) or other guarantor are encouraged to carry appropriate insurance to cover such losses.

B. INSURANCE.

The Occupant is responsible for obtaining his/her own property, casualty and liability insurance. **THE UNIVERSITY STRONGLY ENCOURAGES THE OCCUPANT TO CARRY PERSONAL PROPERTY INSURANCE.**

The Occupant acknowledges the following:

1. The University is not liable for any damage or loss to Occupant's personal property.
2. If the Occupant does not have a Personal Property Insurance policy and does not plan to obtain a policy during the Contract Term that the University is not liable for personal injury, damage, or loss of personal property for any cause.

C. NONLIABILITY OF THE UNIVERSITY. Occupant assumes all risk of loss or damage of Occupant's property brought into the Premises which may be caused by water leakage, fire, windstorm, explosion, or other cause, or by the act or omission of any other Occupant or person. Occupant agrees to indemnify and hold harmless University, its officers, agents and employees from and against any and all claims for injury, loss, claims, demands, suits, damages to person or

property, or judgments arising out of damages to same, including claims by your insurance carrier, regardless of cause, arising out of or resulting from damage, injury or loss alleged to have been sustained by Occupant. Loss, due to alleged theft, should be reported immediately to the University Police Department to be officially documented

16. CANCELLATION OF HOUSING CONTRACT.

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

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

If cancelled through the application or in writing on/before July 15, 2022 NO FEE

If cancelled in writing July 16, 2022 - December 15, 2022 \$500 FEE

If cancelled in writing December 16, 2022-May 1, 2023 \$800 FEE

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

If cancelled in writing on/before January 1, 2023 NO FEE

If canceled in writing January 2, 2023-May 31, 2023 \$800 FEE

Occupants in the University Two Year live-on requirement, as described in section 3A, 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.

In the event the Occupant does not officially check in to a housing assignment, but did not cancel their housing in writing, the Occupant will be subject to the full room fees for the room they are assigned.

C. Cancellation by Occupant prior to occupancy. The Occupant must cancel the contract in writing, through the Contract Release Request, no later than July 15 for the fall semester or January 1st (for occupants beginning occupancy during the spring) to not receive a cancellation fee. Cancellation fees for cancelling after July 15th (for the fall term) and January 1st (for the Spring-only term) deadlines are described in section 16B. Enrolled occupants 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 occupants 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 the Occupant after occupancy. (1) The Occupant may terminate this contract during the academic year if he/she withdraws. The Occupant will be subject to the cancellation fee outlined in section 16B. The Occupant must follow normal check-out procedures before departing campus. (2) The Occupant may terminate this contract if they obtain an

approved contract release from Residential Living and Learning. The Occupant will be subject to the 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 occupants, 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. (3) If The Occupant moves out of the residence hall without approval, the occupant will be held financially responsible for the contract. The Occupant 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 occupants being expected to complete the contract for the spring semester. If the Contract Release Request is approved, the Occupant is still subject to the cancellation fee. The Occupant should not make arrangements to live off campus or sign an off campus lease agreement until their request for a contract release is granted.

E. Early termination by the Occupant between semesters (Contract Release Request submitted BY December 15th). (1) The Occupant may terminate this contract at the end of the Fall term with no fee if the Occupant will be graduating in Fall 2022, the Occupant is student teaching/participating in an internship required by academic program for the Spring 2023 term, the Occupant is participating in a university-sponsored study abroad program, or there are not sufficient classes within an Occupant's major to remain full-time for Spring 2023. Once the Contract Release Request has been approved by Residential Living and Learning the Occupant may check out and will not be responsible for further charges. This arrangement is for those occupants who complete the Contract Release Request by December 15th and check-out of the residence hall prior to 5pm on the final day of the Fall term. (2) If an Occupant will not be enrolled at TAMUC for Spring 2023, and if they submit the Contract Release Request by December 15, 2022, they will be subject to the \$500 cancellation fee.

F. Students choosing to not enroll for the spring semester (notification submitted AFTER December 15th). Students who are planning to not enroll for the spring semester should follow the directions in section 16E (1). Should the Occupant decide to not return and enroll for the spring semester after the halls are closed for the winter break, the following procedures will apply: the Occupant must notify Residential Living and Learning of intent to not enroll through the Contract Release Request and request access to the Occupant's room to pick up personal effects and officially check-out. The Occupant will be charged the \$800 cancellation fee outlined in section 16B. If the Occupant has not removed items by the housing contract start date for Spring 2023, the Occupant will be charged an additional \$200 to have their items removed from the room and for the room to be professionally cleaned.

G. Termination by the University: If the Occupant 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 Occupant 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 Occupant 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 Occupant may be removed from housing pending the outcome of a resident occupant housing appeal proceeding to determine the Occupant's future housing status. If the Occupant is 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), or removed from the residence halls due to academic reasons, are subject to the cancellation fees outlined in section 16B.

H. Termination due to withdrawal during term: If the Occupant withdraws from classes in the middle of a term, they will be required to vacate the room within forty-eight (48) hours. The Occupant will be subject to the cancellation fees outlined in section 16B. The Occupant will not receive a refund or proration for housing costs if they are removed or withdraw after the official Last Day to Withdraw.

17. ENTIRE AGREEMENT, NO MODIFICATIONS. This document constitutes the sole and entire agreement between the University and the Occupant. 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 Occupant.

18. 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.

A. This Contract does not constitute a commitment of admission to the University. This contract may be terminated only under the conditions specified herein.

B. When this contract is completed and submitted to Residential Living and Learning it becomes a binding contract between the Occupant (his or her parent or guardian if the Occupant is under 18 years of age) and the University.

19. 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.

20. FORCE MAJEURE. If either party fails to fulfill its obligations hereunder (other than an obligation for the payment of money), when such failure is due to an act of God, or other circumstance beyond its reasonable control, including but not limited to fire, flood, pandemic, epidemic, quarantine, national or regional emergencies, governmental order or action, civil commotion, riot, war (declared and undeclared), revolution, acts of foreign or domestic terrorism, or embargos, (each, a "Force Majeure Event") whether or not foreseeable or preventable through the exercise of reasonable diligence, occurs, is implemented or becomes effective during the term of this Contract and makes it unsafe (or gives rise to a health risk), impracticable, onerous, uneconomic, or burdensome for either party to proceed with or continue the performance of this Contract or any part thereof, then said failure will be excused for the duration of such Force Majeure Event(s) and for such a time thereafter as is reasonable to enable the parties to resume performance under this Contract, provided however, that in no event will such time extend for a period of more than 30 days. For the avoidance of doubt, the COVID-19 pandemic and any governmental changes or closures related thereto will be deemed Force Majeure Event(s), even to the extent reasonably foreseeable by either party as of the Effective Date of this Contract.

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.

We offer 24 hour response to emergency maintenance service requests. Call 911 in case of fire and other life-threatening situations. Emergencies are considered to be any situation, which places life or property in jeopardy and requires immediate attention. For after-hours maintenance emergencies, call the after-hours Resident Assistant On Duty phone number and explain the situation. For non-emergency service requests, please submit a Work Order through the housing portal.

21. CONTRACT VIOLATION.

University has the right to determine when provisions of this Contract are violated and to determine the appropriate course of action, up to and including terminating this Contract.

22. GOVERNING LAW.

This Contract is to be governed by and construed in accordance with the laws of the State of Texas. If any of the terms or conditions hereof conflict with such law, then such terms or conditions will be deemed inoperative and null and void insofar as they may be in conflict therewith and will be deemed modified and amended to conform to such law. Venue for any action hereunder will be Hunt County, Texas.

23. SEVERABILITY.

If any provision of this Contract is invalid or unenforceable under applicable law, it won't invalidate the remainder of the Contract or change the intent of the parties. Neither an invalid clause nor the omission of initials on any page invalidates this Contract.

24. ENTIRE AGREEMENT.

It is expressly understood and agreed that this Contract contains the entire agreement between the parties hereto and that the University is not and will not be bound by any representations, agreements, or promises, oral or written, which are not contained in this Contract. This Contract may not be modified orally.

25. HEADINGS.

The headings preceding each paragraph herein are inserted merely as a matter of convenience, and will not be deemed to be a part of the Contract Terms.

26. PERSONS BOUND.

All of the terms, provisions, covenants and conditions of this Contract will bind and inure to the benefit of Manager and Occupant, their legal representatives, successors and assigns.

27. TIME OF ESSENCE.

Time is of the essence with respect to this Contract and to each and every term and condition herein contained and especially those provisions concerning payments to be made by Occupant.

28. WAIVER. THE FAILURE OF THE MANAGER TO INSIST UPON A STRICT PERFORMANCE OF ANY TERM OR CONDITION OF THIS CONTRACT, OR TO EXERCISE ANY RIGHT HEREIN CONFERRED IN ANY ONE OR MORE INSTANCES WILL NOT BE DEEMED A WAIVER OR RELINQUISHMENT OF ANY RIGHT OR REMEDY THAT THE MANAGER MAY HAVE AND WILL NOT BE DEEMED A WAIVER OF ANY SUBSEQUENT BREACH OF SUCH TERM OR CONDITION.

29. ATTORNEY'S FEES. In the event the University or Manager is required to employ an attorney to represent it in connection with the enforcement of this Contract, whether the litigation be instituted or not, Occupant is obligated to reimburse to the University or Manager all such attorney's fees incurred by the University, and, in the event of litigation, Occupant is liable for reimbursement to the University of all costs incurred in connection therewith.

30. INDEMNIFICATION. OCCUPANT HEREBY AGREES TO DEFEND, HOLD HARMLESS AND INDEMNIFY THE UNIVERSITY, ITS AGENTS, EMPLOYEES, SUCCESSORS AND ASSIGNS, AGAINST ALL ACTIONS, CAUSES OF ACTIONS, CLAIMS, LIABILITIES AND DAMAGES OF EVERY KIND AND NATURE WHATSOEVER TO PERSONS AND/OR PROPERTY ARISING OUT OF OR RESULTING FROM THE ACTIONS OF OCCUPANT, OCCUPANT'S GUESTS AND/OR INVITEES. THIS INDEMNIFICATION ALSO INCLUDES REASONABLE EXPENSES, INCLUDING ATTORNEY'S FEES, INCURRED BY THE UNIVERSITY IN CONNECTION WITH THE DEFENSE PAYMENT AND/OR SETTLEMENT OF ANY SUCH ACTIONS, CAUSES OF ACTIONS, LIABILITY AND DAMAGES.

32. CLASS ACTION WAIVER. The Occupant agrees to not participate in any class action claims against the University or its representatives. The Occupant must file any claim against the University individually, and *expressly waive the ability to bring, represent, join or otherwise maintain a class action, collective action or similar proceeding against the University in any forum.*

THE OCCUPANT UNDERSTANDS THAT, WITHOUT THIS WAIVER, THE OCCUPANT COULD BE A PARTY IN A CLASS ACTION LAWSUIT. BY SIGNING THIS CONTRACT, THE OCCUPANT ACCEPTS THIS WAIVER AND CHOOSES TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY. THE PROVISIONS OF THIS PARAGRAPH WILL SURVIVE THE TERMINATION OR EXPIRATION OF THIS CONTRACT.