

THE UNIVERSITY OF TEXAS AT SAN ANTONIO
OFFICE OF HOUSING AND RESIDENCE LIFE
UNIVERSITY HOUSING CONTRACT
2018-2019 Full Year
(Fall, Spring and Summer Semesters)
August 17, 2018 through July 31, 2019

This University Housing Contract (“Contract”) is a license to use a furnished room in a University residential facility on campus (“University Housing”) at The University of Texas at San Antonio (“University”) on the terms and conditions stated herein.

Definitions

For purposes of this Contract, the following terms shall have the meanings indicated below:

- “Student” - A person admitted to The University of Texas at San Antonio
- “Guarantor” - Parent/guardian if Student is a minor
- “Contract Period” - The period beginning August 17, 2018 and ending July 31, 2019. The Contract Period ends on July 31, 2018 to prepare units for future residents. *Current residents requiring an extended stay* to accommodate finals for the Ten-week Term and Second Five-week Term must request the extension by July 1, 2019. Residents should submit the request to (University Housing for the Office of Housing and Residence Life) by the deadline. University Housing will verify the resident’s academic schedule prior to approval. Requests submitted after the deadline will be reviewed but only approved if possible within the facility preparation schedule.
- “Proposed Contract Rate” - Pending approval from The University of Texas System, the Proposed Contract Rate is the amount Student and/or Guarantor will pay University for a license to use a furnished room for the duration of the Contract Period. Students will be informed of any change from the Proposed Contract Rate once the final rate is approved. Depending on which University facility and which room accommodation Student ultimately receives, the Proposed Contract Rate (does *not* include fees for the meal plan which is mandatory for residents with less than 48 credit hours) is as follows:

Type of Room for Laurel Village	Proposed Contract Rate for Contract Period	Fall and Spring Semester Proposed Contract Rate	Summer Semester Proposed Contract Rate
4 bedroom	\$9,083	\$3,486	\$2,112
2 bedroom	\$9,800	\$3,781	\$2,238

- “Daily Room Rate” - The daily amount charged for the use of the furnished room under this Contract is calculated by dividing the Proposed Contract Rate by the number of days within the Contract Period.
- The words “you” and “your” refer to Student; however, if Student is under 18 years old, “you” and “your” refer to both Student and Guarantor, jointly and severally, unless the context indicates the obligation rests solely on the Student.

I. Obligations and Agreements of Student and Guarantor

- a. You agree to pay all charges as due, and to comply with and abide by the following terms and conditions: the *UTSA Student Code of Conduct* located in the *UTSA Information Bulletin*; the *UTSA Handbook of Operating Procedures*; the *University Housing Resident Handbook*; the *Rules and Regulations* of the Board of Regents of The University of Texas System; and all other University rules, regulations and policies, which may now or in the future come into effect (individually and collectively, the “University Regulations”).
- b. You acknowledge and agree that rates or fees are subject to change by legislative action, as are University Regulations affecting this Contract. Changes and additions are officially announced and/or posted, and the announcement or posting constitutes actual notice. Changes and additions to University Regulations affecting this Contract become effective and binding on the first date of posting or official announcement.

- c. Any attempted assignment or subletting of this Contract by you is null and void.
- d. You agree that if you violate any of the terms or conditions of this Contract, have a poor payment history, or if the University determines you have violated the University Regulations and/or the terms and conditions of roommate contracts agreed upon by you and your roommate(s), or if you are disruptive to the use and enjoyment of University Housing by other students, the University may refuse to offer you a University Housing Contract in the future.
- e. You agree that if the University finds you to be in violation of this Contract or of any of the University Regulations, or if you are disruptive to the use and enjoyment of University Housing by other students: (1) you may be subject to disciplinary action (including but not limited to dismissal from the University); (2) you may be required to change University Housing residence halls; and/or (3) your license to use University Housing may be revoked and this Contract canceled and you may be required to withdraw from University Housing. If the University requires you to withdraw from University Housing, this Contract will be automatically canceled and you will pay all charges accrued under this Contract until you check out pursuant to Section VII, plus the Liquidated Damages Charge (defined below).
- f. You agree to keep your contact and student information updated by use of official University websites.

II. Conditions of Contract

- a. **This Contract is offered on the condition you are admitted to the University. This Contract does not guarantee you have been admitted to the University.** Only the Office of Admissions can grant admission to the University.
- b. You must be a registered full time student actively pursuing a degree at the University to be eligible to live in University Housing. Should your status change from full time to part time, you may be subject to removal or withdrawal from housing. However, dropping to part time status does not automatically make you exempt from living on-campus. All completed applications are ranked in the order of when they are received in order to assess priority for room assignments. However, if a returning student June 1 or a new incoming student is not registered by August 1, he or she may lose their priority status and be placed on a waitlist.
- c. Registered Sex Offenders are prohibited from working or living in University Housing and University Housing will not be provided to, or required of, any Registered Sex Offenders. Registered Sex Offenders are prohibited from being within the living areas of University Housing, including the University's Residence Hall and Apartments.

III. Payments, Deposits, and Charges

- a. University Housing charges will be included on your University fee statement. You will be assessed for the entire semester charge prior to the start of the semester, or you may request make installment payments. Your first payment, whether it is the full amount or the first installment, is due prior to check-in. Subsequent installment payments are due at the beginning of each month. Payments are considered late if payment is received on or after the 8th of each month. A \$30.00 late payment charge ("Late Payment Charge") will be assessed and a hold placed on your University record so you will be unable to register, graduate with your diploma, and/or receive an official transcript or refunds until your University Account is brought current and all payments and fees due are paid.
- b. Your failure to receive a statement or notice does not relieve you of the responsibility to pay on or before the due dates.
- c. If you fail to pay on a timely basis, you may have your license to use University Housing revoked, and you may be denied a future University Housing Contract.
- d. If you withdraw from or are dismissed from the University or University Housing for any reason, including enforced scholastic withdrawal, you will pay all charges accrued under this Contract until you check out pursuant to Section VII, plus **\$900.00 in liquidated damages**, to cover costs the University will incur and/or losses the University may suffer as a result of the withdrawal or dismissal ("Liquidated Damages Charge").
- a. The \$250.00 deposit which accompanied your University Housing application serves as a reservation/damage/room clearance deposit ("Deposit"). The Deposit will be refunded to you upon written request after all monies owed by you to the University under this Contract, , unless you have a completed contract for a future term or otherwise, have been paid and all other obligations under this Contract, including, without limitation, proper check-out procedures, have been fulfilled. If Student owes the University monies, the Deposit will be credited in the following order: (1) to any property and other damages associated with this Contract; (2) to any fees including, without limitation, an Improper Check-Out Charge (defined below) owed under this

- Contract; (3) to any outstanding charges owed under this Contract; (4) to any other outstanding debt owed to the University; (5) or if the student renews for a future booking, the deposit will be held with UTSA.
- b. A student who received a financial hardship waiver for the Deposit and cancels their Contract or otherwise owes fees or damages to the University will be responsible for paying the Cancellation Fee (defined below) or other fees or damages owed to the University.
 - c. You agree to pay all expenses incurred by the University in collecting the amounts due under this Contract, including collection fees up to a maximum of 33½% of the amount due plus attorney’s fees, court costs, and other costs.

IV. Cancellation of the Contract

You are responsible for paying the full Contract Rate for the entire Contract Period, unless the Contract is canceled in accordance with one of the provisions below. Depending on when and how the Contract is canceled, you may owe the University a Cancellation Fee. The “Cancellation Fee” charged by the University constitutes an amount that will compensate the University for the costs it will incur and/or losses it will suffer as a result of your cancellation, which costs and losses are difficult to quantify. As provided in Section III.e. above, your Deposit may be used to partially defray the Cancellation Fee.

a. **Cancellation Before the Start of the Contract Period**

Before May 1, 2018, you may cancel this Contract for any reason by providing notice of cancellation in writing to the Office of Housing and Residence Life to studenthousing@utsa.edu in accordance with Section XV.a. below. After May 1, a student may cancel for any of the following reasons as indicated in writing to the Office of Housing and Residence Life in accordance with this Contract:

- Is no longer enrolling at University or is withdrawing from University as confirmed by the Registrar;
- Experiences a life changing event such as marriage, divorce, legal separation, the birth or adoption of a child or children or other similar significant change to family circumstances;
- Has a documented disability or medical condition requiring accommodations that the University is unable to provide; or
- Enters into military service or receives orders for active duty military service during the Contract Period.

The Effective Date of Cancellation is the date your notice of cancellation is received by the Office of Housing and Residence Life. The table below lists the Cancellation Fee you will have to pay if you cancel your Contract before the beginning of the Contract Period:

Academic Year 2018-2019 Applicants:

<i>Effective Date Of Cancellation</i>	<i>Cancellation Fee</i>
Before May 1	No Fee
Between May 1 and May 31	\$250.00
Between June 1 and June 30	\$500.00
On or after July 1 and before the start of Contract Period	\$900.00

b. **Cancellation During the Contract Period**

University may cancel this Contract as provided in this Contract. For example, if you fail to check into University Housing in the time period required by this Contract, the University may terminate this Contract as outlined herein. However, once the Contract Period begins, you may cancel this Contract only in the situations described below:

- (1) If you fail to register, or cannot register with the University due to a hold on your University Account during the semester in which the cancellation occurs, you may cancel this Contract before the 12th class day by providing the Office of Housing and Residence Life notice in person or in writing to the address found in Section XV.a. When your non-registration is confirmed by the Registrar, you must pay to the University the Liquidated Damages Charge in addition to all charges accrued under the Contract until you check out pursuant to Section VII.
- (2) If you voluntarily or involuntarily withdraw from the University during the semester in which the cancellation occurs, you may cancel this Contract within 24 hours of withdrawal by providing the Office of Housing and Residence Life notice in person or in writing to the address found in Section XV.a. When your withdrawal is confirmed by the Registrar,

you must pay to the University the Liquidated Damages Charge in addition to all charges accrued under the Contract until you check out pursuant to Section VII. You are expected to check out and vacate your space within 24 hours of the cancellation of your Contract.

- (3) If you graduate from the University at the end of the fall semester, you must notify the Office of Housing and Residence Life on or before November 1, 2018. When the Registrar confirms your graduation, you shall pay to the University all charges accrued under the Contract through the end of the fall semester. If you graduate at the end of the fall semester and do not notify the Office of Housing and Residence Life by November 1st, you will pay all charges accrued under the Contract Period through the end of the fall semester plus the Liquidated Damages Charge.
- (4) If you graduate from the University at the end of the spring semester, you must notify the Office of Housing and Residence Life on or before April 1, 2019. When the Registrar confirms your graduation, you shall pay to the University all charges accrued under the Contract through the end of the spring semester. If you graduate at the end of the spring semester and do not notify the Office of Housing and Residence Life by April 1st, you will pay all charges accrued under the Contract Period through the end of the spring semester plus the Liquidated Damages Charge.
- (5) If you enroll in an official UTSA Study Aboard program, National Student Exchange Program or a UTSA internship abroad, for a semester or longer you must notify the Office of Housing and Residence Life on or before November 1, 2018 for the spring semester or April 1, 2019 for the summer. There is no cancellation penalty for students who enroll in the above programs and inform University in a timely manner though you are still responsible for any charges accrued under the Contract until you check out pursuant to Section VII.

<i>Effective Date Of Liquidated Damages Charge</i>	<i>Liquidated Damages Charge</i>
After the start of the Contract Period	\$900

V. Room Assignment

- a. The University assigns roommates without regard to race, sexual orientation, religion, or national origin. All units are single-gender assigned. Students with disabilities or other unique needs may request to make reasonable changes. Such requests must be in writing and submitted to Student Disabilities Services. Refer to <http://utsa.edu/disability/> for detailed information regarding the process.
- b. The University reserves the right to make changes in room assignments for such reasons as the University determines to be appropriate in its sole and absolute discretion, including, without limitation, moving students out of under-utilized areas, roommate conflicts, pending disciplinary action, and non-compliance with the University Regulations. Room re-assignments include but are not limited to: assignment to supplemental space for the consolidation of residents; and, except as provided in subsection c. below (for temporary assignments), shall not result in a decrease or an increase in the Contract Rate. If you fail to move to a new location within University Housing within 24 hours after the University has issued you authorization or direction to move, you will be assessed three (3) times the Daily Room Rate for each day you remain in the room you have been instructed to vacate.
- c. At the beginning of each semester, occupancy may first be expanded through the assignment of “doubles” to what are normally single occupancy rooms. New and returning students assigned to single occupancy rooms should be prepared to have a roommate and may not know until their arrival that a roommate has been temporarily assigned to and placed in their room. Occupancy may be further expanded by temporarily assigning students to space in a hotel or other facility as deemed appropriate by the Director of Housing and Residence Life in his/her sole discretion. Temporary assignments are used until permanent room accommodations become available. Temporary assignments may continue throughout the Contract Period. While in temporary assignments, students remain bound by all the provisions of this Contract. Beginning on the start of the contract and ending on the day permanent University Housing is made available, a student who is living in a temporary assignment will earn a discount credit, which will be divided into four payments based on his or her length of stay in the temporary assignment as listed in the below:
 - September 1, 2018 – 2.5%
 - October 1, 2018 – 2.5%
 - November 1, 2018 - 2.5%
 - December 1, 2018 - 2.5%

A student, who is in a temporary assignment for an entire semester, will earn a 10% discount credit on the Semester Contract Rate for that semester. Any discount under this provision will be credited to the student living in a temporary assignment on a monthly basis for so long as no permanent University Housing is available for the student.

VI. Check-In and Occupancy

- a. You may check in on the first day of the Contract Period.
- b. Unless you schedule a late arrival date, if you fail to check in by 4:00 p.m. two (2) days before classes begin, the University may terminate your Contract, and you will be charged the Liquidated Damages Charge. Failure to check in on or before a scheduled late arrival date will also result in you being charged the Liquidated Damages Charge.
- c. If you are permitted by the University to check in early, accept a room card or place any belongings in a room, you are fully bound by the Contract on the day you check in or begin using the room.
- d. Occupancy during the approved early check-in period will result in a room charge equivalent to the Daily Room Rate for each day before the first day of the Contract Period.
- e. Transfers to another University Housing facility during the Contract Period will be considered at the sole discretion of the University. All requests must be submitted in writing to the Office of Housing and Residence Life.

VII. Check-Out

- a. You must check out by 12:00 noon the day following your last final examination or on the last day of the Contract Period.
- b. You must follow the University's check-out procedures to receive clearance to check out. Failure to follow these procedures will result in a \$50.00 Improper Check-Out Charge.
- c. If you fail to follow the University's check-out procedures at the end of the Contract Period or within 24 hours after you withdraw from the University, prior to the end of the contract period, you will be charged the Daily Room Rate plus assessed three (3) times the Daily Room Rate for each day until you follow such check-out procedures or the University removes your property from the room pursuant to Section XII. Further, you shall indemnify the University and prospective residents for damages, costs and expenses arising out of or related to your failure to complete a timely, proper check-out, including, without limitation, lost revenues, lodging expenses, attorney fees and costs, and collection costs as specified above. If you graduate at the end of the semester and you have made a request, you may stay in your assigned room without additional charge through the date of the University commencement. To stay in your room through commencement, you must submit a written request to the Office of Housing and Residence Life on or before November 1st for fall commencement or April 15th for spring commencement. You must follow the University's check-out procedures by 12:00 noon the day following commencement, and if you fail to check out by such day, you will be charged the Daily Room Rate plus assessed three (3) times the Daily Room Rate for each day until you follow such check-out procedures or the University removes your property from the room pursuant to Section XII.
- d. Occupancy during the approved extended check-out period to accommodate the Ten-week Term and Second Five-Week Term finals will result in a room charge equivalent to the Daily Room Rate for each additional night after the end date of the Contract Period.

VIII. Care of Facilities, Equipment, and Pets

- a. You are responsible for keeping your room and housing unit in a neat and orderly fashion at all times. You shall not cause or permit to be caused damage or alterations to your room, apartment unit, furniture, or equipment. You shall pay all costs associated with the repairs including any testing arising out of or related to your failure to comply with the foregoing requirements to the University promptly on demand.
- b. You specifically agree to be liable for damages or other losses you or your guest(s) cause to University Housing, the Neighborhood Centers, the City Center, your housing unit, your room or any furniture or equipment, except for ordinary wear and tear. Title to the damaged property will remain with the University. You will be charged on a prorated basis for public area damage where responsible parties cannot be identified and where reasonable evidence exists that area students are responsible for the damage. You shall pay all such amounts to the University promptly on demand.
- c. A refrigerator and microwave are provided in each Chaparral Village and Laurel Village suite. No open flame or open heating element devices are permitted. Small appliances are allowed in the kitchenette area only. There is no cooking allowed in the individual bedrooms. Each Neighborhood Center has a full kitchen area which can be used for cooking. Each resident using the kitchen area is responsible for cleaning this area after use. Alvarez Hall has a full kitchen on the second floor which can be used for cooking. Each resident using the kitchen is responsible for cleaning this area after use.
- d. The possession or burning of candles, incense, charcoal, lighting fluids, kerosene, oil lamps, or other flame-emitting substances and articles are prohibited in University Housing.
- e. No pets are allowed except fish, Service Animals, and Emotional Support Animals. Fish are limited to a five-gallon or smaller volume aquarium. You are responsible for the care of your fish, Service Animal(s) and/or Emotional Support Animal(s).

IX. Conduct

- a. You are responsible for you and your guest's or guests' conduct and must adhere to the University Regulations.
- b. With the exception of firearms addressed in paragraph (c), use or possession of fireworks and lethal weapons or facsimiles is prohibited in or around any University Housing facility and may subject you to disciplinary action, including withdrawal from housing.
- c. Use or possession of firearms may be prohibited in or around certain University Housing facilities. You are responsible for reviewing and complying with the applicable University Regulations regarding such use and possession. Failure to comply may subject you to disciplinary action, including withdrawal from University Housing.
- d. Tobacco use*, gambling, narcotics, and controlled substances and/or drug paraphernalia are prohibited in or around any University Housing. *Note regarding use of Tobacco Products including but not limited to cigarettes (of any kind including herbal/spice cigarettes), cigars, pipes, water pipes (hookah), electronic cigarettes, smokeless tobacco, snuff, and chewing tobacco: The University is a tobacco and smoke free campus. Smoking and the use of Tobacco Products is prohibited in and on all University-owned and leased property including buildings, grounds, resident and University housing areas, parking lots and structures, green space, sidewalks, walk ways, as well as personal vehicles on the property. The Tobacco Free and Smoke Free Campus policy is contained in Section 9.36 of the University's *Handbook of Operating Procedures*. Additional information regarding use of Tobacco Products in University Housing can be found in the UTSA Office of Housing and Residence Life *Resident Handbook*.
- e. Alcoholic beverages are prohibited in or around University Housing with the exception of Laurel Village. Residents of Laurel Village who are 21 years of age or older may possess and/or consume alcoholic beverages as allowed by Texas law and in accordance with the provisions of the UTSA Office of Housing and Residence Life *Resident Handbook*.
- f. Solicitation, including door-to-door sales of goods and services, is not permitted in or around any University Housing facility.
- g. The possession, operation, charging or storage of Hoverboards, also known as Swagways, IO Hawks, Skywalkers, etc., is prohibited in or around any University Housing facility and may subject you to disciplinary action, including withdrawal from housing.

X. Fire Safety

Fire safety devices such as, but not limited to alarms, sprinkler systems, extinguishers, common area smoke detectors, pull station covers, and exit signs are installed in all housing units. Residents and guests must evacuate any time a fire alarm sounds. Failure to evacuate may result in disciplinary action, including expulsion and/or fines. Tampering with fire safety equipment is a violation of state law and University Regulations and may result in disciplinary action including payment for all damages costs, including expulsion. You may not disconnect, cover, damage, or tamper in any way with fire safety devices. Nothing may be hung from the sprinkler system. You will immediately report the malfunction of or damage to any fire safety device in your room, including smoke detectors, to a Housing and Residence Life staff member.

XI. Meals

- a. A meal plan is required for all students that have not completed more than 48 credit hours as recognized by the University Registrar by the beginning of the Contract Period. Unused portions of the meal plan contract are not refundable, nor do they roll over to another semester unless specifically defined by the meal plan.
- b. Meal service will begin the day after the official opening of University Housing each semester. No meal service will be provided during any University holiday, which includes Winter Break and other student holidays the University may designate. Dinner is the last meal served on the final day of exams each semester.

XII. Abandonment of Room, Abandonment of Personal Property, and University's Disposal of Personal Property

- a. Abandonment of your room/housing unit means: (1) in the University's reasonable judgment you appear to have moved out because of substantial removal of clothing, furniture, or personal belongings from the University Housing room and housing unit; and (2) either the date by which the Contract obligates you to leave such room has passed or no one has been in the room for five (5) consecutive days while charges are due and unpaid.
- b. If there has been abandonment of personal property in connection with the abandonment of your room, the University may remove and/or store all property remaining in the room or housing unit in accordance with subsection c. below (except personal

property that may be thrown away by the University if it is perishable [food, medicine, or plants] or worthless in the University's reasonable judgment). You are responsible for costs associated with the removal and storage of abandoned property.

- c. University's Disposal of Abandoned Personal Property in Abandoned Room: The custody and disposition of personal property abandoned in your room/housing unit shall be in accordance with the University's *Handbook of Operating Procedures* policy 9.07, Lost, Abandoned, and Unclaimed Personal Property.

XIII. Rights and Obligations of the University

- a. University personnel will enter your room at any time in the event of an emergency and at any time for any reasonable purpose, including, without limitation: inspection, preventive maintenance, routine maintenance requests, or investigation of violations of University Regulations. By signing the Contract, you specifically agree to be bound by the University Regulations as they now exist or may hereafter be amended and acknowledge the rights and obligations of the University.
- b. Any duty of the University to remedy or repair conditions materially affecting the physical health or safety is as established by applicable law. You will give written notice to the University specifying such conditions upon your discovery of such conditions.
- c. The University is not responsible for loss or damages to personal property by theft, fire or other casualty, whether such losses occur in your room, public areas, or elsewhere. Items left in your room or items temporarily stored by you in a University storage area when you check out will be disposed of by the University in accordance with University policies then in effect.
- d. At your request, the University will install, change or recode a security device on any exterior door or window of your room. You agree to pay a charge for all labor, materials and overhead associated with such installation, change, or recoding promptly upon delivery of a statement for same from University.
- e. In the event the University is prevented from completing the performance of any obligations under this Contract by an act of God or other occurrence whatsoever which is beyond the control of the University, the University shall be excused from the performance of such obligations to the full extent of the law.

XIV. Miscellaneous

- a. This Contract may be amended or supplemented only by an instrument in writing executed by you and the University. This Contract and all documents incorporated in it by reference contain the entire agreement of the parties and no oral understanding or agreement not incorporated into this Contract shall be binding on either of the parties.
- b. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created by this Contract shall be performed in Bexar County, Texas. If any one or more of the provisions contained in this Contract shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained therein.

XV. Notices

- a. Any notice, request, or other communication required or permitted to be delivered under this Contract shall be in writing and shall be deemed received when actually delivered by hand delivery, transmitted to your University assigned email account, sent by confirmed facsimile transmission, actually delivered by overnight carrier, received electronically by the University Office of Housing and Residence Life at utsahousing@utsa.edu; or three days after it is deposited in the United States mail, postage prepaid, certified mail, return receipt requested, and properly addressed as follows: (1) if provided to Student, a) during the Contract Period, the proper address is the Student's assigned room, or b) before or after the Contract Period, the proper address is the Student's Home Address listed below; (2) if provided to Guarantor, then the proper address is the Guarantor's Address listed below, or (3) if provided to the University, then the proper address is the University at the Office of Housing and Residence Life, One UTSA Circle, San Antonio, Texas 78249-0635.
- b. The Office of Housing and Residence Life utilizes email to communicate information including, but not limited to, assignments, billing issues, and waiting list status, so students are responsible for regularly checking their University student email account or their University designated re-direct email account as listed within ASAP.

XVI. Release and Consent for Use of Image

University Housing, its employees, and representatives have the right to take and use photographs, video, digital images, or otherwise recorded images of University Housing residents who are in public spaces, offices or at University Housing sponsored events. University Housing can publish such images or depictions for promotion, marketing, or educational purposes in any form, including but not limited to print, electronic, video, or Internet. University Housing has the right to edit, crop, retouch, or otherwise

alter or animate such images or depictions and residents waive the privilege of inspecting such images or depictions prior to publication. All images or recordings, in whatever medium, are the property of University Housing and can be used indefinitely without compensation to the resident. Resident releases the University and those acting pursuant to its authority from liability for any violation of any personal or proprietary right you may have in connection with such use. Residents who wish to opt-out of this release or withdraw consent must submit a written request to studenthousing@utsa.edu.

XVI. Method and Effect of Signing This Contract

a. For All Students:

Student will sign this Contract electronically by taking the following steps: (1) you will enter your initials in the space below and hit enter; and (2) you will then review information provided to you on a new screen and select the box indicating you agree to all Contract terms. By taking these steps, Student (1) certifies he/she has read this Contract in full and understands and agrees to all its terms and conditions; (2) agrees to pay all charges arising under this Contract and any extension thereof when due and in accordance with the regulations of The University of Texas at San Antonio, together with all fees and other costs for the collection of any amount not paid when due as specified herein; and (3) acknowledges the University will not grant the license described herein unless personal guarantee of payment of all charges or obligations under this Contract is made by you.

b. For Student who is a minor:

An electronic copy of this Contract will be provided to a Student who is a minor via email sent *to the email address provided in the on-line application completed by the Student*. Student must print out this Contract and fill in any missing information or make corrections to outdated information, sign this Contract, ensure the Guarantor also signs it, and return the fully signed Contract to the Office of Housing and Residence Life, One UTSA Circle, San Antonio, Texas 78249-0635. This Contract will not be effective until it is received by the University.

By signing this Contract, Student and Guarantor each; (a) certifies he/she has read this Contract in full and understands and agrees to all its terms and conditions; (b) agrees to pay all charges arising under this Contract and any extension thereof when due and in accordance with the regulations of The University of Texas at San Antonio, together with all fees and other costs for the collection of any amount not paid when due; and (c) acknowledges the University will not grant the license described herein unless personal guarantee of payment of all charges or obligations under this Contract is made by Student and Guarantor, if any.

Student's Name (*Print*): _____

Student's ID Number: _____

Student's E-mail Address: _____

Student's Home Address:

Street: _____

City: _____ State: _____ Zip: _____

Student's Signature: _____ Date: _____

Guarantor's Name (*Print*): _____

Guarantor's Mailing Address (*if different from Student's Home Address*):

Street: _____

City: _____ State: _____ Zip: _____

Guarantor's Signature: _____ Date: _____