

**The University of Texas at San Antonio**  
**The Office of Housing & Residence Life**  
**RESIDENCE HALL CONTRACT TERMS AND CONDITIONS**  
**2009-2010**

The following terms and conditions are incorporated by reference and become a part of Housing and Residence Life Residence Hall Contract between the University, Student and Guarantor, if identified therein. Capitalized words or phrases used in these terms and conditions have the respective meanings assigned to them in the Housing and Residence Life Residence Hall Contract, unless the context clearly states otherwise. "You" means Student and Guarantor, jointly and severally. "Contract" refers to both the following Residence Hall Contract Terms and Conditions and the Office of Housing and Residence Life Residence Hall Contract.

**I. Obligations and Agreements of Student and Guarantor**

- a. You agree to pay all charges as due and to comply with and abide by these terms and conditions, the UTSA Student Code of Conduct located in the UTSA Information Bulletin, the UTSA Handbook of Operating Procedures, the Housing and Residence Life Handbook, the Rules and Regulations of the Board of Regents of The University of Texas System, and all other University rules and regulations, which may now or in the future come into effect, governing student conduct or pertaining to the University residence halls (individually and collectively, the "University Regulations").
- b. You acknowledge and agree that rates or fees are subject to change by legislative action, as are institutional regulations and policies affecting the Contract. Changes and additions are officially announced and/or posted. The announcement or posting constitutes actual notice. Changes and additions to institutional regulations and policies affecting the Contract become effective and binding at the first date of posting or official announcement.
- c. You agree not to sell or assign this Contract.
- d. You agree that if you violate any of the terms or conditions of the Contract, have a poor payment history, or if the University determines that you have repeatedly disregarded the community living standards, which standards shall include the terms and conditions of roommate contracts agreed upon by both roommates, the University may refuse to offer you a housing contract in the future.
- e. You agree that if the University finds you to be in violation of the Contract or of any of the University Regulations, you will be subject to disciplinary action, your license to use University housing may be revoked, and you may be required to withdraw from housing. If the University requires you to withdraw from University housing, the Contract will be automatically cancelled and you will pay all charges accrued under the Contract until you check out pursuant to Section VII, plus \$500 in liquidated damages.
- f. You agree that if your actions are disruptive to the use and enjoyment of University housing facilities by other students, or if you fail to adjust to a community living environment, you will be subject to disciplinary action and may be required to change residence halls or to withdraw from University housing. If the University requires you to withdraw from University housing, the contract will be automatically cancelled and you will pay all charges accrued under the Contract until you check out pursuant to Section VII, plus \$500 in liquidated damages.
- g. You agree to keep your contact and student information updated by use of official university websites.

**II. Conditions of Contract**

The Contract is offered on the condition that you are admitted to the University. The Contract does not guarantee that you have been admitted to the University. Only the Office of Admissions can grant admission to the University. You must be a student at the University and actively pursuing a degree at the University to be eligible to live in University housing. 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 the University's Residence Halls and Apartments.

**III. Payments**

- a. Housing charges will be included on your University fee statement. You may opt to pay the entire semester amount prior to the start of the semester or you may opt to make monthly 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 2<sup>nd</sup> of each month; provided, however, that if the 1<sup>st</sup> falls on a weekend or recognized student holiday, then payments will be considered late on or after the Tuesday following a weekend due date or on or after the 2<sup>nd</sup> business day following a recognized student holiday. A \$30.00 late payment charge will be assessed and a bar will be placed on your UTSA record so that you will be unable to register, graduate with your diploma, and/or receive an official transcript or refunds.
- b. Your failure to receive a statement does not relieve you of the responsibility to pay on or before the due dates.
- c. You agree to pay all expenses incurred by the University in collecting the total amounts due under this Contract, including collection fees up to a maximum of 33 1/3% of the amount due, attorney's fees, court costs, and other costs. 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 for any reason, including enforced scholastic withdrawal, you will pay all charges accrued under the Contract until you check out pursuant to Section VII, plus \$500 in liquidated damages.
- e. If you are dismissed from on-campus housing, you will pay all charges accrued under the Contract until you check out pursuant to Section VII, plus \$500 in liquidated damages.
- f. The \$150.00 deposit which accompanied the housing application, serves as a reservation/damage/room clearance deposit. The deposit will be refunded to the student upon written request when all monies owed by the resident to the University are paid and the Housing Contract is fulfilled. Failure to properly check out of the unit may result in a monetary charge to the student. This charge, and other damages, or assessments left unpaid at the time the student leaves may be deducted from the \$150.00 deposit.

#### **IV. Cancellation of the Contract**

You are responsible for the full amount of the Contract Period, unless you cancel the Contract in compliance with one of the provisions below.

- a. Before the start of the contract period (fall semester): You must cancel your contract by notifying the Department of Housing & Residence Life in writing before the start of the Contract Period. If you are not a first-time freshman, and if you cancel your contract after July 1, you will be charged \$325 in liquidated damages. If you are a first-time freshman and cancel the Contract prior to or on August 1, you will receive a refund of only the \$150 deposit that you paid at the time you accepted a space with Housing and Residence Life; but, note, however that the \$50.00 application fee that you paid along with your deposit is non-refundable. If you are a first-time freshman and cancel after August 1 but prior to the start of the contract period, you will be charged \$150 in liquidated damages.
- b. If you cancel your assignment after the beginning of the Contract Period and before taking occupancy, you will be charged \$500 in liquidated damages.
- c. After occupancy:
  - i. If you withdraw from the University or fail to register with the University during the semester in which the cancellation occurs, you must notify The Department of Housing & Residence Life in person within 24-hours of withdrawal or by the 12<sup>th</sup> class day for failure to register. When your withdrawal or non-registration is confirmed by the Registrar, you must pay to the University \$500 in liquidated damages in addition to all charges accrued under the Contract until you check out pursuant to Section VII.
  - ii. If you graduate from the University at the end of the fall semester, you must notify the Department of Housing & Residence Life on or before November 15. 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 Department of Housing & Residence Life by November 15, you will pay all charges accrued under the Contract Period through the end of the fall semester plus \$500 in liquidated damages. If you re-enroll in the University during the original Contract Period after canceling the Contract pursuant to this section, you will be charged \$500 in liquidated damages.
- d. Before the contract period for new spring applicants (spring semester): You must cancel your contract by notifying the Department of Housing & Residence Life in writing before the start of the Contract Period. If you are a new applicant for the spring semester and cancel the Contract prior to 30 days before the start of classes for a spring semester, you will receive a refund of only the \$150 deposit that you paid at the time you accepted a space in on-campus housing; but, note, however that the \$50.00 application fee that you paid along with your deposit is non-refundable. If you are a new spring applicant and cancel after 30 days prior to the start of the spring semester but prior to the start of the contract period, you will be charged \$150 in liquidated damages. If you are a new spring applicant, and cancel after the start of the contract period and before taking occupancy, you will be charged \$500 in liquidated damages.
- e. Before the contract period summer applicants (summer): You must cancel you contract if you are a summer applicant by notifying the Department of Housing & Residence Life in writing before the start of the Contract Period. If you are a summer applicant and cancel the Contract prior to 20 days prior to the start of the Contract period, you will receive a refund of only the \$150 deposit that you paid at the time you accepted the space with Housing and Residence Life; but note, however that the \$50 application fee that you paid along with your deposit is non-refundable. If you are a summer applicant and cancel after the 20 days prior to the contract start date but prior to the start of the Contract, you will be charged \$150 in liquidated damages. If you are a summer applicant and cancel after the start of the contract period and before taking occupancy you will be charged \$500 liquidated damages.

#### **V. Room Assignments**

- a. The University assigns roommates without regard to race, religion or national origin. For special accommodations, students with disabilities or other unique needs must make a written request to the Office of Housing & Residence Life.
- b. If permanent space is not available, the University may place you in supplemental space until permanent space is available. During this period, you will earn a credit of 10% of the Daily Room Rate (which is calculated by dividing the Contract Rate by the number of days in the Contract Period). The credit is applied when you are assigned to a permanent space. A supplemental contract will automatically convert to a permanent contract with no written action required when you are offered a permanent space. Only the person(s) assigned by the University to your room may reside in the room.
- c. 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, 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 shall not result in a decrease or an increase in the Contract Rate.
- d. If you fail to move to a new location within Housing and Residence Life within twenty-four hours after the University has issued you authorization or direction to move, you will be assessed three times the Daily Room Rate for each day that you remain in the room that you have been instructed to vacate.
- e. At the beginning of each semester, occupancy may be expanded through the assignment of “doubles” of what are normally single occupancy rooms. New students assigned to permanent spaces as well as returning students should be prepared to have a second roommate and may not know until their arrival that a temporary assignment has been placed in their room. Temporary assignments are used until regular single room accommodations become available, which may be the entire semester. Students who accept over assignment accommodations are bound by all the provisions of this contract. Students remaining in temporary assignments conditions after the second week of classes will receive a prorated reduction in rent.
- f. The Office of Housing and Residence Life reserves the right to consolidate individuals residing in apartments that are occupied by fewer residents than design capacity. Consolidation is designed to reduce energy consumption and to ensure that residents charged the same rates receive comparable accommodations.

**VI. Check-in; 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 p.m. two days before classes begin, the University will terminate your Contract and you will be charged \$500 in liquidated damages. Failure to check in on or before a scheduled late arrival date also results in a \$500 liquidated damage 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 on-campus housing facility during the contract period will be considered at the sole discretion of the University. All requests will be submitted to the Department of Housing & Residence Life.

**VII. Check out**

- a. You must check out by 12:00 (noon) the day following the last final examination during 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 improper check out charge.
- c. If you fail to follow the University's check out procedures by the last day of the Contract Period or within 24 hours after you withdraw from the University, you will be charged the Daily Room Rate plus 10% of this 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, and attorney fees. If you graduate at the end of the spring semester and you have made a proper 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 Department of Housing and Residence Life on or before ten days prior to commencement. You must follow the University's check out procedures by 12:00 (noon) the day following commencement, and if you fail to so check out by such day, you will be charged the Daily Room Rate plus 10% of this rate for each day until you follow such check out procedures or the University removes your property from the room pursuant to Section XII.

**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 the room and apartment unit, furniture, or equipment. You shall pay all costs associated with the repairs 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 loss that you or your guest(s) cause to on-campus housing facilities, 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 housing unit. 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. Candles are prohibited in the residence halls.
- d. No pets are allowed except fish in ten -gallon or less aquariums.

**IX. Conduct**

- a. You are responsible for yours and your guests' conduct and must adhere to The UTSA Student Code of Conduct located in the UTSA Information Bulletin, the UTSA Handbook of Operating Procedures, the Housing and Residence Life Handbook, the Rules and Regulations of the Board of Regents of The University of Texas System, and all other University rules and regulations, which may now or in the future come into effect, governing student conduct or pertaining to the University residence halls (individually and collectively, the "University Regulations").
- b. Use or possession of fireworks, firearms, any lethal weapons or facsimiles is prohibited in any on-campus housing facility and may subject you to disciplinary action, including withdrawal from housing.
- c. Alcoholic beverages, smoking, firearms, gambling, narcotics, and controlled substances are prohibited in any on-campus housing facility.
- d. Solicitation, including door-to-door sales of goods and services, is not permitted in any on-campus housing facility.

**X. Fire Safety**

Fire safety devices are installed in all housing units. Residents and guests must evacuate any time that 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 expulsion. You may not disconnect, damage, or tamper in any way with fire safety devices. You will immediately report to a Housing and Residence Life staff member the malfunction of or damage to any fire safety device, including smoke detectors in your room.

**XI. Meals**

- a. A meal plan is required in order for you to reside in on-campus housing. Unused portions of the meal plan contract are not refundable nor do they roll over to another semester.
- b. Meal service will begin the day after the official opening of on-campus housing each semester. No meal service will be provided during any University holidays, which include Winter Break, Winter Session and other student holidays that the University may designate. The last meal served is dinner on the final day of exams each semester.

**XII. Abandonment**

“Abandonment”, as used in the license, means that (1) you appear to have moved out in the University’s reasonable judgment because of substantial removal of clothes, furniture or personal belongings from the residence hall 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 the rent is due and unpaid. If there has been an abandonment of the unit, the University may remove and/or store all property remaining in the room or common area at your expense. Property removed after abandonment may be thrown away by the University if it is perishable (food, medicine, or plants) or worthless in the University’s reasonable judgment. All other property removed and stored by the University shall, after sixty (60) days, become the property of the University to be either used or disposed of in accordance with the Rules and Regulations of the Board of Regents of The University of Texas System.

**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’s search and entry policies as they now exist or may hereafter be amended, as set forth in the University Regulations.
- 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 that 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. The Contract may be amended or supplemented only by an instrument in writing executed by you and the University. The Contract and all documents incorporated in it contain the entire agreement of the parties and no oral understanding or agreement not incorporated into the Contract shall be binding on either of the parties.
- b. The Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created by the Contract shall be performed in Bexar County, Texas. If any one or more of the provisions contained in the 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 the Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained therein.

**XV. Notices**

Any notice, request, or other communication required or permitted to be delivered under the Contract shall be in writing and shall be deemed received when actually delivered by hand delivery, facsimile transmission, overnight carrier, three days after it is deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to (1) Student at the address of the Student’s assigned room during the Contract Period; (2) addressed to Student before or after the Contract Period or to Guarantor at the address stated in the Contract, or if to the University; (3) addressed to Guarantor at the address stated in the Contract; or (4) addressed to the University at the Department of Housing & Residence Life, 6900 North Loop, 1604 West, San Antonio, Texas 78249-0635.