

This contract is an agreement between Texas State Technical College and the individual student and/or parent or legal guardian of students under 18. This is a binding contract and may be cancelled or terminated ONLY under the conditions specified herein. Completion of this contract is for space in campus housing only and does not guarantee a particular room or facility. This contract is binding regardless of the particular assignment. You should read the provision of this contract carefully as you will be obligated to the terms and length of the contract.

1. TERMS / LENGTH OF CONTRACT:

- A. The term of this contract is for TWELVE MONTHS, BEGINNING WITH EACH FALL SEMESTER AND EXPIRING AT THE COMPLETION OF THE SUMMER SEMESTER, or for the remaining portion thereof if entered into after the beginning of the contract period. Facilities may be closed during all semester breaks, including the holiday break (December), spring break and between summer and fall semesters. This contract is a legal and binding document and may ONLY be terminated by means defined in this contract.
- B. Students may occupy space in housing beginning on the day facilities are designated to open until the day facilities officially close (advance notice will be provided regarding closing dates). Failure to properly checked-in by 5p.m. on the first day of class may result in the assignment of the space being voided and reassigned to another student. In such occurrence the deposit will be forfeited. Proper check-in includes, receipt of a signed housing contract, receipt of key and move-in packet from the Housing Office between the official move-in date and 5 p.m. on the first day of class. Assignment will only be held for a delayed check-in provided advance notice has been made to the Housing Office. TSTC will confirm a space reservation ONLY after receipt of a Housing application, applicable deposit and housing contract. Returning residents may renew contracts for the next year by signing a new contract prior to the completion of the terms of this contract.
- C. In the event the assigned accommodations are destroyed, such as fire, natural disaster, or other acts of God or unavailability due to circumstances beyond the of control of TSTC and no other accommodations can be furnished, this contract will be terminated. All rights and liabilities shall cease and payments that may have been made will be prorated or refunded including the deposit.
- D. All assignments will be made with full consideration for the request of the student, dependent on space availability and time of application. An application is not valid without the housing deposit. TSTC reserves the right to assign student to specific locations for the benefit of the student, other students, the living unit, or campus community. Assignments are made without regard to race, color, religion, age or national origin. It is the responsibility of each student to respect the rights of all residents in campus housing. Consideration is given to persons with disabilities, when requested, in order to make reasonable accommodations. In the event that a living unit is below 50% occupancy, TSTC reserves the right to implement consolidation procedures which may require the reassignment and relocation of students. Students are not guaranteed a private room

2. CONSIDERATION OF THE CONTRACT:

- A. The housing contract is a personal agreement and cannot be transferred or assigned to another person. It guarantees the student a space, not a particular assignment. Residents are not permitted to sub-lease their assignment.
- B. This contract is to cover space for residential purposes only. Other uses are in violation of TSTC policy and may result in the termination of the contract and/or disciplinary action.
- C. Students must enroll and remain enrolled for the continuation of this contract. Once a student is no longer enrolled at TSTC, the institution reserves the right to terminate this contract. In the event a student does not enroll or withdraws from TSTC, written notice must be provided to the Housing Office 30 days prior to the 1st day of the next semester by the student or the deposit will be forfeited.
- D. Once a student is no longer eligible for campus housing under the terms of this contract, and the institution has terminated this contract, or the student is delinquent in the payment of housing fees. TSTC will begin eviction procedures. Students will be notified, in writing, of the reason for termination and the requirement to remove all belongings, vacate the property, and check out properly. Failure to comply will result in TSTC filing formal eviction proceeding with the appropriate court of law.

3. DEPOSITS / PAYMENTS / REFUNDS:

- A. The deposit serves as a reservation, damage and cleaning deposit. The refundable portion of the deposit will be refunded, upon request, when all monies owed by the student to the institution are paid, the contract fulfilled, and proper check-out is completed.
- B. Housing fees can be paid in full prior to occupancy or according to the approved installment plan. Each student agrees to pay the rental fees and all properly billed charges (i.e. damage, cleaning, etc.) as specified by TSTC. Charges are due and payable as they occur. Deposits will be forfeited for students who fail to check out properly, have damages to their residence, fail to provide adequate notification of cancellation in accordance with this contract, or fail to fulfill the terms of this contract. Any damages in excess of the deposit will be billed to the student.
- C. All refunds referred to in this contract will be submitted to the Student Accounting Office for payment after termination of the contract, check out, and inspection and will require thirty (30) days for processing.

4. CANCELLATION PRIOR TO OCCUPANCY:

All cancellations must be submitted in writing to the Housing Office and received at least 30 days prior to the first day of class in order to receive a refund of the deposit.

5. TERMINATION OF THIS CONTRACT:

A. By The Student:

1. Students may cancel this contract for the following reasons ONLY (as applicable to each Campus): (1) graduation from TSTC; (2) withdraw from TSTC; (3) Marriage; (4) turn 2; (5) enroll as a part-time student, taking 9 hours per semester or less; (7) military service. Students who are paying on the installment plan will not receive a refund.
2. Students who remain enrolled and do not fulfill the terms of this contract without prior written approval of the Housing Office will be charged the full rental fees for the entirety of this contract, as long as they remain enrolled.

B. By TSTC:

1. Upon reasonable notice and good cause TSTC reserve the right to terminate this agreement and the student will forfeit the right to occupy space in campus housing. Good cause in this section means any conduct which disrupts administration and/or function of TSTC or its activities. Reasonable notice shall normally constitute seventy-two (72) hours. Such terminations will be authorized by the Housing Office.
2. If disciplinary action, initiated against a student by TSTC, includes: Suspension of campus housing privileges, suspension, dismissal or expulsion from the institution or other restriction on housing or enrollment, this contract will be immediately terminated as a result. In such cases, the student will have (72) hours to vacate and will receive a prorated refund of fees provided there are no damages or monies owed to the institution.

6. RESPONSIBILITY FOR FACILITIES:

- A. TSTC expects careful use and care for its property. Rooms and furnishing wherein are to be used in the manner for which they are designed. The student will be held accountable for the condition of the assigned facility (other than normal wear and tear) and all furnishings assigned to that facility and shall reimburse the institution for all damages to or losses of these items or accommodations. No TSTC property located in a room, apartment, lodge or lounge area may be moved from one area to another at any time.
- B. Damages caused by the guest of a resident are the responsibility of the host resident. All residents have the responsibility to report any damages and the responsible party to the Housing Office in a timely manner or risk being charged for those damages. Additionally, students will be responsible for the cleanliness of the assigned facility.
- C. Students assigned to facilities with roommates will be responsible for any damages to the common area of the facility. TSTC reserves the right to bill all individuals equally for damages to common areas when the responsible party cannot be identified. Each student has the responsibility to report such damages to the Housing Office for such damages.
- D. All damages will be charged to the responsible party(s) and determination of the charges and amounts will be made by TSTC.
- E. Each student is responsible for completing and returning a Condition Report, within 72 hours of receipt of assignment that documents the condition of the facility at the time of acceptance. Failure to do so will place responsibilities for all damages, at the time of check-out, to the student.
- F. TSTC shall assume no responsibility for the theft, destruction, or loss of items belonging to or in custody of the resident for any cause. Students are required to remove all valuables during periods they may be absent from their residence and obtain rental insurance to cover the loss valuables.

7. SECURITY/SAFETY

TSTC does not assume any responsibility or legal obligation for personal injury (including death, assault, sexual assault) or loss or damage to items of personal property which occur in its building or on its grounds prior to, during or subsequent to the period of the contract. TSTC cannot ensure the safety of any person or property on institutional property.

8. ROOM ENTRY:

TSTC reserves the right to enter a student's residence for the purposes of inspection of property, to seek missing items, improvements or repairs, to control rooms in the of epidemic or an emergency, to ensure compliance with Federal, State, Local Laws, or regulations, upon reasonable cause to check for violations regarding the possession of illegal or prohibited items as identified in the student guide. By accepting and entering in this contract, residents consent to the entry described in this section.

9. RULES AND REGULATIONS

All students are responsible for knowledge and compliance with policies and procedures as defined in the Student Handbook Code of Student Conduct and Housing policies. All published policies and procedures are made part of this contract I the event of a conflict in published policies, this contract shall govern.

10. MISCELLANEOUS

I understand and consent to the provisions identified in this contract, including section eight (8), regarding entry. TSTC has the right to determine when the provisions of this agreement are violated and to determine the appropriate course of action. If any section or subsection of his contract is ruled to be illegal or invalid, this will not affect the validity or enforceability of the remaining provisions of the contract.