

The University of Texas at Austin
Division of Housing & Food Service
Residence Hall Contract Terms and Conditions
2004-2005 Long Session

These terms and conditions are incorporated by this reference in the Residence Hall Contract between The University of Texas at Austin ("University") and Student ("You") and Guarantor (if applicable) identified therein. The University grants Student a license to use the furnished room the University assigns to Student as Student's temporary residence during the Contract Period, subject to the following terms and conditions.

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 **University General Information Catalog**, the **Residence Halls 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, **or if University determines that you have disregarded the community living standards, including roommate contracts agreed upon by both roommates, or poor payment history**, the University may refuse to offer you a housing contract in the future.
- E. You agree that if you are found by the University to be in violation of the Contract or of any of the University Regulations, you will be subject to disciplinary action and may be required to withdraw from housing. If the University requires you to withdraw from University housing, the contract will be automatically cancelled and \$300 in liquidated damages will be charged.
- F. You agree that if your actions are disruptive to the use and enjoyment of the residence halls 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 within the University halls. If the University requires you to withdraw from University housing, the contract will be automatically cancelled and \$300 liquidated damages will be charged.
- G. You agree to keep your contract 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 full-time student at the University and actively pursuing a degree at the University to be eligible to live in the University residence halls.

III. Payments

- A. You must make an Advance Payment of **\$300 with the contract** for the long session. The Contract will be cancelled without notice if you fail to make the Advance Payment and return your contract by the offer expiration date.
 - 1. If you accept occupancy in a University residence hall, the Advance Payment will be applied to your housing bill.
 - 2. If you do not accept occupancy in a University residence hall, the Advance Payment will be applied to a liquidated damage charge.
 - 3. If you are not a first time freshman, the Advance Payment is not refundable in any event. If you will be a first time freshman resident and cancel the Contract prior to or on May 1, the University will refund the Advance Payment. After May 1, the Advance Payment is not refundable in any event.
- B. A statement will be sent to the address you designate. If you pay less than the total semester amount due by the first due date of each semester, you will be assessed an \$8 service charge per semester. You must pay the minimum amount due by the due date to avoid both a \$10 late payment charge and bars against registration, degree conferment, official transcripts, and refunds.
- C. Your failure to receive the statement does not relieve you of the responsibility to pay on or before the due date.
- D. 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 be subject to eviction proceedings and denial of a future contract offering.
- E. If you are dismissed from the University because of enforced scholastic withdrawal, you will pay all charges accrued under the Contract through check out plus \$300 in liquidated damages.
- F. If you are dismissed from the hall or the University, you will pay all charges accrued under the Contract through check out plus \$300 in liquidated damages.
- G. If you withdraw from the University, you will pay all charges accrued under the Contract through check out plus \$300 in liquidated damages.

IV. Cancellation by Student

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.** You must cancel your contract from the website or notify the Division of Housing & Food Service in writing before the start of the contract period. **If you are not a first time freshman, the Advance Payment is not refundable in any event, and if you cancel your contract after May 1, you will be charged \$500 in liquidated damages. If you are a first-time freshman and cancel the Contract prior to or on May 1, the University will refund the Advance Payment; the Advance Payment is not refundable if you cancel the Contract after May 1 in any event.**
- B. **During the Contract Period.**
 - 1. 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 Division of Housing and Food Service in person within 24-hours of withdrawal or by 12th class day for failure to register. Your withdrawal or non-registration is confirmed by the Registrar, and you pay to the University \$300 in liquidated damages in addition to all charges accrued under the Contract through check out.
 - 2. If you graduate from the University at the end of the fall semester, you must notify the Division of Housing and Food Service on or before November 15th. Your graduation is confirmed by the Registrar, and you 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 Division of Housing and Food Service by November 15th, you will pay all charges accrued under the Contract through the end of the semester plus \$300 in liquidated damages.
 - 3. If you re-enroll in the University during the original Contract Period after canceling the Contract pursuant to Section IV. B., you will be liable for all charges under the Contract accruing throughout the Contract Period plus \$300 in liquidated damages.

V. Room assignments

- A. The University assigns roommates without regard to race, religion or national origin.
- 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 10% credit on the daily rate of the room portion of the Contract. The credit is applied when you are assigned to a permanent space. 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 and 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 the residence halls within twenty-four hours after the University has issued you authorization or direction to move, you will be assessed triple charges for the holdover period.

VI. Check in; occupancy

- A. You may check in on the first day of the Contract Period.
- B. **If you fail to check in by 4 p.m. three days before classes begin, The University will terminate your Contract and you will be charged \$500 in liquidated damages. Scheduling a late arrival date on the web site and failure to check in results in \$500 liquidated damage charge.**
- C. If you are permitted by the University to check in early, accept a room key or place any belongings in a room, you are liable for the Contract.
- D. Halls will close between the fall and spring semesters at 9 a.m. on the day following the last final examination. If you plan to return to the same room in the spring semester, you may leave your possessions in the room, but you will not be able to access the room between semesters.
- E. The University may make a room available for special occupancy between semesters at an additional charge.
- F. Occupancy during approved early check-in period will result in a \$35 room charge per day.

VII. Check out

- A. You must check out by 9 a.m. 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 \$25 improper check out charge.**
- C. If you fail to check out by the last day of the Contract Period or within 24 hours after you withdraw from the University, you will be charged \$35 per day room charge for the holdover period. 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 check out, including, without limitation, lost revenues, lodging expenses, and attorney's fees. If you graduate at the end of the spring semester, you may stay in the residence halls in consolidated areas without additional charge through the date of the University and your college commencement. You must request to stay in writing to the residence hall coordinator on or before ten days prior to the commencement. You shall check out of your assigned room during the normal check out period and shall move to the consolidated area as assigned by the University.

VIII. Care of facilities; equipment; pets

- A. You are responsible for keeping your room in a neat and orderly fashion at all times. You shall not cause or permit to be caused damage or alterations to the room, furniture or equipment. All costs associated with repairs arising out of or related to your failure to comply with the foregoing requirements shall be paid by you 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 the residence hall, 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 University promptly on demand.
- C. One MicroFridge unit is provided in each room. No heating, cooking appliances or open flame devices, including microwave ovens or refrigeration units not provided by the University are permitted in student rooms.
- D. No pets are permitted except fish in five gallon or less aquariums.

IX. Conduct

- A. Use or possession of fireworks, firearms, any lethal weapons or facsimiles is prohibited in residence halls and may subject you to disciplinary action, including expulsion.
- B. You shall comply with all applicable state and federal criminal and civil laws, rules and regulations governing the use or possession of alcoholic beverages, firearms, gambling, narcotics, and controlled substances. All such laws, rules and regulations are enforced in University residence halls.
- C. Solicitation, including door-to-door sales of goods or services, is not permitted in University residence halls.

X. Fire Safety

Fire safety devices are installed in all residence halls. Residents and guests must evacuate the residence hall any time that a fire alarm sounds. Failure to evacuate may result in disciplinary action, including expulsion and 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 the area desk the malfunction of any fire safety device, including smoke detectors in your room.

XI. Meals

- A. A meal plan is a required part of your Contract. You will receive Dine In Dollars and Bevo Bucks. You may transfer Bevo Bucks to Dine In Dollars. Dine In Dollars may not be transferred to Bevo Bucks and are non refundable. Dine In Dollars remaining at the end of the contract period will automatically transfer to a plan that expires one semester after the end of the contract period. Dine In Dollars and Bevo Bucks are not transferable to another person. Check the web site for updated dining service availability. Special meals, including medical and religion-related diets, are not available
- B. Meal service will begin on the first day of the Contract Period.

XII. Rights and obligations of the University

- A. University personnel may enter your room at any time in the event of an emergency and at any reasonable time for any reasonable purpose, including, without limitation, inspection, maintenance 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 of a student 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 in the residence hall. Items left in your room or items temporarily stored by you in the University's storage areas when you check out will be disposed of by the University in accordance with University policies then in effect.
- D. The University will install, change or rekey a security device on any exterior door or window of your room. **A charge for labor, materials, overhead and extra keys provided by the University shall be paid by you.**
- 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 allowed by law.

XIII. 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 performable in Travis 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.
- C. Capitalized words or phrases used in these terms and conditions have the respective meanings assigned to them in the Residence Hall Contract, unless the context clearly indicates otherwise. **"You" means Student and Guarantor, jointly and severally.**

XIV. 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 courier, 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 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 Residence Hall Contract, or, if to the University, (3) addressed to the University at the Division of Housing and Food Services, P.O. Box 7666, Austin, Texas, 78713