

TEXAS A&M UNIVERSITY – COMMERCE
Residential Living and Learning
Family Apartment Contract/Academic Year 2009 - 2010

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 resident. It does not constitute a commitment of admission to the University. This contract may be terminated only under the conditions specified herein. Residents (parents and/or guardians) are urged to carefully read this contract in its entirety. When this contract is submitted it becomes a binding contract between the resident (his or her parent or guardian if the resident is under 18 years of age) and the University. Completion of this contract a guarantee space in an on-campus apartment, but does not guarantee assignment to a particular apartment. This contract is binding regardless of the particular apartment assignment.

Resident's Name (please print)	Student ID Number
The resident (and the parent or guardian, if required) has read and accepted every provision of the contract. Therefore, by signature, the parties have executed this contract.	
 Director, Residential Living and Learning	Resident's Signature
	Date
Name (printed) of Parent or Guardian if Resident is under 18 years of age	Signature of Parent or Guardian if Resident is under 18 years of age
	Date

1. ELIGIBILITY:

Residents must be married with or without children (copy of marriage certificate required), or a single parent with dependent child living with resident (copy of custodial documents required), and currently enrolled. Non married partners are not allowed to live in A&M-Commerce on-campus housing. If the resident fails to be admitted to the University, he/she must give written notification to Residential Living and Learning in order to receive a refund of the room deposit. Acceptance of this contract by the University does not constitute a commitment of admission to the University.

2. PERIOD OF CONTRACT:

A. The term of this contract is the 2009-2010 Academic Year, (Fall & Spring).

B. The resident may occupy an assigned apartment beginning on the day and time the halls officially open until the halls officially close. Failure to properly check-in to the apartment by 9:00 a.m. on the first day of classes could result in assignment of the space to another resident. Further, upon such failure the University will have the right to retain the housing deposit as liquidated damages. 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 the Residential Living and Learning Office is notified of an anticipated delayed arrival; however, it may be necessary to assign the late resident to other accommodations.

C. 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 resident shall be refunded on a pro-rated basis for the period for which accommodations were not made available for the resident.

3. CONSIDERATION OF THE CONTRACT:

A. The family apartment contract is personal and non-transferable. It guarantees the resident a space (not a particular apartment) on campus. Residential Living and Learning reserves the right to make all apartment assignments and to make any subsequent change considered advisable or necessary. Residents are not permitted to sublease their apartment or any portion of their apartment to another resident during the contract period. Residents are not permitted to operate a business from their apartment, nor may they use their address or University phone number as a business address in any way.

B. Apartment contracts are issued with the assumption that the resident either has been or will be accepted for admission to the University. If the resident fails to enroll he/she must give advance notice of residence hall cancellation as outlined in section 13, Cancellation of Family Apartment Contract.

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

D. If the resident is under eighteen (18) years of age, the parent or guardian further agrees that if the resident for any reason fails to make such payments, the parent or guardian will make all such payments to the University. The University will not enter into a contract with a minor resident. The parent or guardian agrees to guarantee payment as stated in this paragraph by affixing their signature above.

4. APARTMENT FEE PAYMENTS AND DEPOSITS:

A. The University agrees to guarantee space only after the resident has submitted a housing application, an apartment deposit, and properly signed and returned this contract. Failure to return this form prior to the due date of the contract (as stated on the assignment letter) may result in the resident losing the originally assigned apartment although resident will still have a space reserved on campus until 9 a.m. of the first day of classes.

B. Payment of fees: Each semester's rent 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 university housing. Failure to pay all fees may result in the University withholding transcript of grades, diploma and other academic records from the resident. 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 resident.

C. The apartment deposit constitutes a reservation deposit and a deposit against damages, unofficial check-out, or any other indebtedness to the University incurred by the resident. The deposit will remain on file each year as long as there are no unpaid fees or damages. Upon notification in writing, the deposit will be returned by mail provided the resident has paid all bills, officially checked out of the residence hall, and has no further indebtedness to the University. If the resident does not request, in writing, that the deposit be refunded, the deposit will be forfeited.

5. APARTMENT ASSIGNMENTS:

A. The University draws students from many states, nations, races and religions. It will be the responsibility of each resident to respect the rights of all residents 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, sex, national origin, or disability. Apartment assignments are made without regard to race, color, religion, disability, or national origin.

B. The student must move into the assigned room by 9 a.m. of the first day of classes or give prior written notice to Residential Living and Learning or the student may be assigned to a different apartment.

6. APARTMENT CHANGES:

A. Apartment changes are made based on availability.

B. Residents may request relocation to another apartment, at times specified by Residential Living and Learning, throughout the year. Moves must be approved by the Hall Director or Residential Living and Learning before the move takes place. Residents, who move prior to receiving written approval, may be subject to a \$50.00 charge and disciplinary procedures.

7. CARE OF APARTMENT AND HALL:

A. The resident is responsible for the condition of the apartment and all furnishings that are assigned to him/her, and he/she shall reimburse the University for all damage to the apartment and damage to or loss of the furnishings, other than normal wear and tear. The resident is also responsible for the cleanliness of his/her apartment, and he/she shall reimburse the University for all cleaning costs in excess of normal cleaning costs. Damage to the common areas of the residence halls, where cause is not known, will be assessed on a pro-rated basis to residents 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 an apartment in a livable condition and will make an effort in conjunction with the resident to create a worthwhile, educationally relevant, living experience in an environment suitable for studying and sleeping. Except in cases of resident 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 an apartment. The University will not be responsible for disruptions in service that are beyond University control. In the event of utility or facility disruptions, rent will not be reimbursed.

8. APARTMENT ENTRY:

The University reserves the right to enter residents' apartments for the purposes of inspection, improvements, repair, to control the apartment in the event of an epidemic or emergency, or for any other purpose as stated in the Texas A&M University-Commerce *Student's Guidebook* and the *Residential Living and Learning Handbook*, to include suspected violations of University or departmental procedures.

9. RENEWAL OPTION:

All eligible residents may renew their contract each academic year during the contract renewal period in the Spring. The entire housing deposit will remain on file each year as long as the resident remains enrolled and lives in a University apartment. All residents choosing the renewal option agree to be bound by all terms, conditions, and policies.

10. PROCEDURES: Procedures appearing in the current *Residential Living and Learning Handbook* and *Student's 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 at check-in and website.

11. SECURITY: Although precautions are taken to maintain adequate security, the University does not assume any legal obligation for personal injury (including death, rape or assault) or loss or damage to items of personal property which occur in its buildings or on its grounds prior to, during, or subsequent to the period of this contract. Residents and their parents are encouraged to carry appropriate insurance to cover such losses. Responsibility lies with each individual resident for him or her self and their community.

12. CANCELLATION DEADLINES: In order to receive a refund of deposit, a cancellation notice must be received in writing by: July 1 for the Fall Semester and December 15 for the Spring Semester (for residents who move on campus for the spring).

13. CANCELLATION OF FAMILY APARTMENT CONTRACT:

A. General: Once the parties have signed this agreement, it becomes a binding contract between the resident (or his/her parent, or guardian, if required) and the University. Failure to fulfill the covenants herein, except in the manner specified in subparagraphs b, c, d, e, and f of this section, constitutes a breach of contract and authorizes the use of the remedies described in paragraph 4.b. of this contract.

B. Cancellation by resident prior to occupancy: The resident must cancel the contract in writing no later than July 1 in order to receive a refund of the deposit (December 15 for residents beginning occupancy during the spring semester).

C. Termination by the University: If a resident 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 resident 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 resident 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 resident may be removed from housing pending the outcome of a resident housing appeal proceeding to determine the resident's future housing status. Residents who are 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 Handbook* and *Student's Guidebook*), as well as those students who are removed from the residence halls due to academic reasons, will automatically forfeit their housing deposit and are subject to pro-rated housing charges through the check-out date.

D. Early termination by resident after occupancy: The resident may terminate this contract during the academic year if he/she withdraws or obtains an approved contract release from Residential Living and Learning. The resident must not make arrangements to live off campus or sign an off campus lease agreement until their request for a contract release is granted. If a resident withdraws, the deposit will be forfeited and the rent will be pro-rated through the check-out date (if resident requests deposit to be held due to expected return to on-campus housing the following semester, deposit will be held; if resident does not return to campus housing the following semester, deposit will be forfeited). If the resident is approved to terminate the contract and moves out of the hall prior to noon on the last day of late registration, he/she will only be charged on a pro-rated basis for the actual days he/she had access to the room and will forfeit the room deposit. If the resident is approved to terminate the contract and moves out of the hall after noon on the last day of late registration, he/she will forfeit the room deposit, be charged on a pro-rated basis through the check-out date, and will be charged 20% of the remainder of the room charges for the balance of the contract.

E. Early termination by the resident between semesters (requests submitted BEFORE close of fall semester): (1) The resident may terminate this contract between the fall and spring semesters if the resident will be student teaching, participating in an internship, or will no longer be enrolled. Once written verification has been confirmed by Residential Living and Learning, the resident may check out and will not be responsible for further charges. The deposit will be refunded upon written request. This arrangement is for those residents who inform the University and check-out of the residence hall before the winter holiday break begins. (2) If a resident moves out of the residence hall without approval, the resident will be held financially responsible for the contract. A student may request termination of the contract for personal reasons and each request will be considered individually, with most residents being expected to complete the contract for the spring semester. The resident must not make arrangements to live off campus or sign an off campus lease agreement until their request for a contract release is granted. If the resident's request is approved, the deposit will be forfeited and 20% of the spring charges will be assessed.

F. Students choosing to not enroll for the spring semester (notification submitted AFTER close of fall semester): Students who are planning to not enroll for the spring semester should follow the directions in section 13E (1). Should the resident decide to not return and enroll for the Spring semester after the halls are closed for the winter break, the following procedures will apply: Resident must notify Residential Living and Learning of intent to not enroll and request access to the resident's room to pick up personal effects and officially check-out. For those residents who do so before the residence halls open for the Spring semester, a charge of \$5 per day will be assessed from the date the residence halls closed for the winter break, along with forfeiture of deposit. For those residents who do not complete these procedures before the residence halls open, the \$5 per day will be charged along with the per diem for the assigned residence hall until check-out is completed.

14. ENTIRE AGREEMENT, NO MODIFICATIONS:

This document constitutes the sole and entire agreement between the University and the resident. 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 resident.

15. 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.

