

TEXAS WESLEYAN
HOUSING CONTRACT TERMS & CONDITIONS FOR THE RESIDENCE HALLS
Academic Year 2019-2020

1. TERMS OF AGREEMENT

- a. This contract is held between the student (also referred to as “you” and/or “resident” and Texas Wesleyan University. If the student is a minor, this is an agreement between the student, guardian, and the University.
- b. The University’s acceptance of this agreement (a room assignment or notice of the University’s acceptance of the contract, whichever comes first) guarantees you a space in a residence hall, not a specific building or room. Your assigned space may include a triple room.
- c. This agreement will be terminated immediately if you are suspended or dismissed from the residence hall or University. In any such instance, you agree to vacate the residence hall and not return without written approval of the University. You may be assessed a financial penalty for not meeting the full contract terms.
- d. Your electronic signature and application fee payment indicate your agreement to the terms and conditions of the contract. This agreement becomes binding seven (7) days after you receive notice of acceptance of the contract, or when the student takes possession of the room, whichever comes first.
- e. No verbal statement by any party is considered an agreement or waiver of any term or condition, whether expressed or implied. This document constitutes the entire agreement of the parties.

2. ELIGIBILITY

- a. Admitted students at least 16 years of age by August 1, 2019 are eligible to apply and live in the residence halls.
- b. You must be an enrolled student at Texas Wesleyan University for at least nine (9) credits on the twelfth (12th) day of classes, or otherwise determined by the Office of Residence Life.
- c. You must be able to perform your own independent tasks with reasonable accommodations. You are responsible for your own self-care including appropriate personal hygiene, mental health, management of medical conditions/illnesses, and/or disability-related personal needs. You are expected to utilize resources available to provide care for yourself. Students with the inability or perceived inability to care for themselves and/or who cause harm to themselves or others may be asked to adhere to an action plan and/or leave the residence halls.
- d. If your physical or mental health may jeopardize your or another resident’s safety or well-being, you may be required to have an examination by a physician or university counselor to determine if you have the ability to live safely and independently in an unsupervised environment. If the physician or counselor determines that a health or safety concern exists, the Assistant Director of Residence Life/designee may amend or suspend your housing contract.
- e. Subject to applicable obligations and University policy, the University reserves the right to determine that a student’s medical condition, past behavior, and/or criminal activity is such that the interest of the University, the student, and/or other students would be best served by alteration or cancelation of the housing contract. If the University becomes aware that you have a record of criminal conviction(s) or other actions indicating behavior that could pose a risk to person or property and/or could be injurious or disruptive to the residence hall community or learning environment, the University may not accept your application or may immediately terminate the contract.
- f. Registered sex offenders are not eligible for University housing.

3. CONTRACT TERM

- a. This housing contract is for the full academic year – fall and spring semesters, with a start date of August 16, 2019 and an end date of May 16, 2020. The contract does not include housing accommodations during the Winter Break period between fall and spring semesters.
- b. There is not a “fall only” contract option.
- c. Contracts that begin spring semester include only the spring semester.
- d. Winter Break housing is available to students with a housing contract for an additional fee. You must apply for and pay to remain in the residence halls during Winter Break. Applications for Winter Break housing does not guarantee approval. Students who graduate or withdraw from the University at the end of fall semester are not eligible for Winter Break housing.

4. APPLICATION

- a. You must submit a completed application online, a one-time \$200 housing security deposit, and a non-refundable \$25 application fee to be offered a room assignment.
 - i. The security deposit will be applied to your student account once your enrollment in classes has been confirmed.

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- b. If you are under the age of 18 when you apply, your application must be electronically signed by a parent or guardian. The parent or guardian signature does not give any additional contractual rights, or allow your parent or guardian to receive any information protected by the Family and Educational Rights and Privacy Act (FERPA).
- c. Your application becomes a binding contract seven (7) days after you receive notice of acceptance of the contract or when you take possession of the room, whichever comes first.
- d. You may cancel your application by notifying the Office of Residence Life in writing within the seven (7) day revocation period, or by canceling your application online in the Housing Portal.
- e. You may not sell or transfer your housing contract to another student.
- f. You may not sublet your room space to another student.

5. CONTRACT CANCELLATIONS

- a. You may be released from your housing contract without financial penalty based on the criteria below if you submit a request in writing with documentation:
 - i. You are not attending the University due to graduation, withdrawal, transfer, academic dismissal;
 - ii. You are married and living with your spouse in the community (marriage certificate required for verification);
 - iii. You are caring for a dependent child (birth certificate and health records required for verification);
 - iv. Release from the room and/or board approved by the Office of Residence Life for documented conditions of emergency. Such releases may specify that the resident pay a pro-rated amount for their room and/or board.
 - v. You will be participating in an academically-sponsored study abroad, co-op, student teaching, or internship program outside of the Fort Worth area (acceptance verification required); or
 - vi. You are called to duty for active military service (military orders required for verification).

6. CONTRACT BUYOUTS

- a. The university is not obligated to provide a release for any other reason than those listed in Section 5. However, a release granted for any other reason shall require the resident to purchase fifty percent (50%) of the value of their housing contract and buy out their meal plan based on the rates outlined in Section 13g.

7. CONTRACT TERMINATIONS

- a. Your housing contract may be terminated in relation to any of the following circumstances:
 - i. You are found responsible for violating the Student Code of Conduct or any other applicable law or University regulation;
 - ii. You fail to register for courses; or
 - iii. You fail to pay your University Bill.
- b. If your housing contract is terminated you will be responsible for the full cost of your housing contract.

8. COSTS

- a. You agree to pay the room and meal plan rates established by the Board of Trustees. Your rate is determined by the type of room you are assigned and the meal plan you select. The Board of Trustees reserves the right to change the approved contract rates during the term of the contract by giving a 30 day advance notice.
- b. Housing costs do not include accommodations for early arrival, winter break, or interim housing periods.
- c. Your room and meal plan charges will be billed in full by the beginning of each semester.
- d. You will be responsible for the cost of your room and meal plan regardless of whether or not you pick up keys and move into the room.
- e. If you fail to satisfy your financial responsibilities to the University, your room contract and/or your meal plan may be cancelled according to University rules and regulations. If you are sent through termination/eviction proceedings, you will be responsible for residence hall charge and any applicable court or legal costs.
- f. If your room assignment and/or rate changes, prorated charges/credits will be assessed to your University Bill to reflect the new rate.

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9. OCCUPANCY DATES

- a. Fall Semester
 - i. Contract housing for all students begins on Friday, August 16, 2019, and continues until noon (12:00 pm) on Saturday, December 14, 2019, or 24 hours after your last final exam, whichever comes sooner.
 - ii. Move-in dates are as follows:
 - 1. New residents will have a move-in date of Sunday, August 11, 2019 at no additional charge.
 - 2. Returning residents may move in on Friday, August 16, 2019.
 - iii. Fall Early Arrival
 - 1. Returning residents may move in early starting on Sunday, August 11, 2019 with prior approval from the Office of Residence Life for an additional charge of \$20 per day.
 - 2. Early arrival charges will be added to your fall University Bill and are non-negotiable.
- b. Spring Semester
 - i. Contract housing begins for all on Sunday, January 12, 2020 and ends on Saturday, May 16, 2020 at noon (12:00 pm) or 24 hours after your last final exam, whichever comes sooner.
 - ii. Spring Early Arrival
 - 1. All residents may move in early on Monday, January 6, 2020 with prior approval from the Office of Residence Life for an additional charge of \$20 per day.
 - 2. Early arrival charges will be added to your spring University Bill and are non-negotiable.
- c. Break Periods
 - i. Thanksgiving Break – Sunday, November 24, 2019 to Sunday, December 1, 2019 – residence halls remain open with no meal service beginning Monday, November 25, 2019.
 - ii. Winter Break – Saturday, December 14, 2019 – Sunday, January 12, 2020. No meal service beginning Wednesday, December 11 2019.
 - iii. Spring Break – Sunday, March 15, 2020 to Sunday, March 22, 2020 – residence halls remain open with no meal service beginning Saturday, March 14, 2020.
 - iv. Easter Break – Thursday, April 9, 2020 to Sunday, April 12, 2020 – residence halls remain open with no meal service beginning Saturday, April 12, 2020.

10. ASSIGNMENT POLICY, CHANGES, AND CONSOLIDATIONS

- a. Room Assignments
 - i. The University agrees to assign a residence hall space only after the applicant has submitted a housing deposit and agreed to the terms of the housing contract.
 - ii. The University does not consider age, race, creed, religion, disability, sexual orientation, or nationality when making your room assignment.
 - iii. Priority of room assignment is based on the date that the student's completed housing contract is received.
 - iv. Students with disabilities must submit a Reasonable Request for Accommodations if they are requesting accommodations in their room assignment.
 - v. The University will attempt to honor your preferences, however, does not guarantee a room assignment in a particular room type, building, or with a specific roommate.
 - vi. The University reserves the right to assign/reassign you to any space in the residence halls, even if it is not your preference.
 - vii. If you are assigned to a room/apartment that is designed as a space for a resident with a disability, the University reserves the right to change your room assignment should an applicant/resident with a disability require use of the space.
- b. Expanded Housing
 - i. There may be a need to assign you to a triple room to accommodate the number of requests for residence hall space. You will pay a reduced daily rate during your time in a triple room.
 - ii. Triple rooms will be assigned to students based on the date that the student's completed housing contract is received, starting with the latest completed housing contract received. Students can also self-select to live in a triple room.
 - iii. Students will have the opportunity to be re-assigned once additional space in the residence halls become available. Priority for re-assignment is based on the date that the student's completed housing contract is received, with the earliest completed housing contract having first priority for re-assignment.

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- iv. The re-assignment space may not include your room, building, or roommate preference.
- c. Room Changes
 - i. You may only occupy your assigned room.
 - ii. Room changes require the written permission of the Assistant Director of Housing Operations/designee.
 - iii. Unauthorized room changes or failure to move out of a room at a designated time will result in being required to move back to your authorized assignment and/or disciplinary action and fees.
 - iv. Room changes are not permitted during the first twelve (12) days of class each semester.
- d. Room Consolidations
 - i. The University retains the right of assignment at all times during the contract period.
 - ii. If a vacancy occurs in your room during the course of a semester, the University retains the right to consolidate a resident into this space.
 - iii. The option to purchase the other portion of your room may be available from the University throughout the semester. Single rooms will be made available based on availability and need. It will be at the discretion of the University when these will be offered.
 - 1. The cost to purchase the other portion of a room would be fifty percent (50%) of the remaining value of that room space's contract.

11. ROOMMATES

- a. The University will share your name, postal and email addresses, and telephone number, which are all considered public directory information, with any assigned roommate(s) unless a FERPA restriction is in place on this data. You can restrict some or all of your directory information online in RamLink.
- b. In order to request a specific person as your roommate, the request must be mutual and submitted by the required deadline.
- c. There is no guarantee of an assignment with a specific individual. Failure to honor your roommate preferences will not void your housing contract. Assignment changes or contract decisions are made on an individual basis, and are not influenced by actual or preferred roommate pairings. Decisions made regarding your contract or assignment will not alter the status of your roommate's contract or assignment.
- d. If you participate in activities that bully, intimidate, harass, and/or physically harm a roommate or potential roommate either in person, verbally, or through electronic medium (including but not limited to social media websites, texts, email, and/or instant messaging), the University reserves the right to change your assignment to a different room and/or residence hall, and/or cancel your housing contract.
- e. The University reserves the right to change your room and/or building assignment if you and roommate are unable to resolve incompatibility problems.

12. ROOM ENTRY AND SEARCH

- a. You have the right to be secure in your residence hall room against unreasonable entry, search, and seizure. Entry, search, and seizure by peace officers is governed by law. It is a lawful request for a residence hall staff member or Campus Security officer to ask a student to open their room door. Failure to comply constitutes a policy violation and will result in disciplinary actions.
- b. University officials may enter your room under the following circumstances:
 - i. Maintenance and custodial services requested by the occupant(s) or university personnel is being performed;
 - ii. Routine inspection of rooms for safety, health, and general upkeep purposes or if maintenance is performed;
 - iii. There is a perceived risk to safety, health, and/or occupant(s) or institutional property;
 - iv. During announced break times;
 - v. There is a reasonable suspicion that a university policy is being violated;
 - vi. Turning off an alarm, loud stereo/music, or loud TV when residents are not present or not responding; or
 - vii. There is a search warrant being carried out by a member of law enforcement.

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13. MEAL PLANS

- a. Costs
 - i. You agree to pay the meal plan rate determined by the Board of Trustees. Your rate is determined by the meal plan you select.
 - ii. The Board of Trustees reserves the right to change the approved contract rates during the term of the contract by giving a 30 day advance notice.
- b. Eligibility
 - i. Students, faculty, and staff living off-campus may purchase a meal plan.
 - ii. All students living in the residence halls are required to select either a Gold or Platinum meal plan.
 - iii. Graduate students living on-campus may opt out of a meal plan.
 - iv. If you do not select a meal plan online you will be assigned the Platinum meal plan.
- c. Dates
 - i. Meal plans begin at the start of the contract date and continue while classes are in session.
- d. Usage
 - i. You must present your Student ID to the cashier to use your meal plan.
 - ii. Meal plan swipes do not carry over from one semester to the next.
 - iii. Flex Dollars carry over from fall to spring and do not expire until the end of the spring semester.
 - iv. Unused meals are forfeited and non-refundable.
- e. Dietary Needs
 - i. Menus in the Market Places satisfy nutritional needs for the majority of medical dietary requirements and religious/lifestyle practices. Dining staff are available to work with students to meet specific dietary needs.
 - ii. A Dietary Needs Form must be submitted with documentation.
- f. Changes
 - i. Meal plans may not be sold or transferred to another student.
 - ii. You may change your meal plan during the first twelve (12) days of each semester.
 - 1. Fall semester meal plan changes must be made by Tuesday, September 3, 2019.
 - 2. Spring semester meal plan changes must be made by Thursday, January 30, 2020.
 - iii. Meal plans purchased after the deadlines outlined in 13.f.ii may be changed within five (5) business days from the date of purchase.
- g. Cancellations
 - i. Only graduate-level residents may choose to cancel their meal plan.
 - ii. If you cancel your residence hall contract, your meal plan will be canceled.
 - iii. All meal plan cancellations will be subject to the meal plan refund schedule
 - 1. Fall Semester

Cancelling on, or before:	Refund amount:
August 16, 2019	100%
August 23, 2019	90%
August 30, 2019	80%
September 6, 2019	70%
September 13, 2019	60%
September 20, 2019	50%
September 27, 2019	40%
October 4, 2019	30%
October 11, 2019	20%
October 18, 2019	10%
After October 18, 2019	No refund

2. Spring Semester

Cancelling on, or before:	Refund amount:
January 12, 2020	100%
January 19, 2020	90%
January 26, 2020	80%
February 2, 2020	70%
February 9, 2020	60%
February 16, 2020	50%

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February 23, 2020	40%
March 1, 2020	30%
March 8, 2020	20%
March 15, 2020	10%
After October 15, 2020	No refund

h. Refunds

- i. Meals missed because of late move-in, specific diets, religious beliefs and activities, employment, or classes scheduled during the meal hours are not refundable.
- ii. Refunds for cancelled meal plans will be made based up on the weekly refund rate schedule, regardless of the number of meals eaten. This schedule may be found in Section 13.g.iii.

14. KEYS AND ACCESS CARDS

- a. You will be issued a key to your room upon check-in and you may also be issued a building key, access card, and/or a key fob.
- b. You are responsible for the use and return of your assigned keys and/or access cards. You cannot duplicate or transfer your keys to someone else.
- c. Lost, stolen, or missing keys/access cards constitute a security risk and automatically result in rekeying a room at a cost to the student.
 - i. Once a request to rekey a room lock has been submitted, it cannot be reversed.

15. DAMAGES

- a. You are responsible for all associated costs related to damage beyond normal wear to the room or its furnishings. Your room will be inspected before move-in and you will have an opportunity to update any damages that may have been missed via an electronic form. It is your responsibility to report any damages in writing within one week of moving into your room.
- b. You may not change the residence hall facilities nor remove or replace furniture supplied within the room or building.
- c. Repair and maintenance issues are only remedied by University-authorized personnel. These individuals have access to all rooms for health, safety, maintenance, and custodial purposes.
- d. Damages or excessive cleaning in public areas on the floor and stairwell (restrooms, lounges, study rooms, hallway, etc.) that are not attributable or chargeable to a specific individual or group shall be equally shared by the residents of the living area where those damages occur. The assessment of such damages is payable upon demand.
- e. You are advised to purchase renter's insurance for personal coverage. University liability for loss of or damage to the personal property of the student or for injury to the student's person while the student is a resident is set forth in section 16 below.
- f. Personal property left in student rooms after check-out will be disposed of after seven (7) days at the discretion of the University.

16. LIABILITY

- a. The University assumes no liability for any loss or damage to the personal property of the resident, except as caused by negligent acts of its employees, and does not carry insurance on the personal property of the resident. Each resident should determine if their personal property is covered by their family's/guardian's homeowner's or other insurance policies and should purchase personal property insurance as needed.
- b. In the event the premises or part thereof are destroyed or substantially damaged by fire or other unavoidable accident so as to render it unfit for the student's use, the University shall not be obligated to rebuild said premises. If said premises shall remain unusable for a period in excess of thirty (30) days, the student shall have the option of terminating this contract by giving written notice to the University or of reserving the right to occupy the premises when the same is rebuilt and becomes available. During the time the student is unable to use said premises or any part thereof, the student shall not be obligated to pay any portion of the room cost, but the University shall not be liable to the student for loss of use of the premises, including the expense of alternate accommodations.
- c. The University is not responsible for injuries to the student or invitees which might result from the use of the premises.

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17. GENERAL CONDITIONS

- a.** Students are expected to know and abide by federal and state law; policies and rules of the Board of Trustees, The Texas Wesleyan University Student Code of Conduct, and residence hall specific policies; and the terms and conditions of the residence hall contract. Violations of these rules are handled through the disciplinary procedures of the residence halls and/or through the University.
- b.** No resident is to use their room or permit it to be used for any commercial purposes. Commercial soliciting in the building or on the grounds is forbidden.
- c.** No pets shall be permitted in the residence halls, with the exception of fish in an aquarium of approved size or as approved by the University as part of a medical accommodation.
- d.** A student may, at the discretion of the Office of the Dean of Students, law enforcement, or the Office of Residence Life, be prohibited from entering or being present in certain residence hall locations or the entire residence hall system.