

**The University of Texas at Austin | Division of Student Affairs | Division of Housing & Food Service**  
**2017-2018 Residence Hall Contract Terms and Conditions**

The terms and conditions contained herein constitute the Residence Hall Contract between The University of Texas at Austin ("University") and Contract Holder ("You") and Guarantor ("Cosigner") (if applicable) identified therein. The University grants the Contract Holder a license to use an assigned room within the University housing system as the Contract Holder's temporary residence during the Contract Period, subject to the following terms and conditions:

### **I. Eligibility**

- A.** For Long Session (fall/spring) you must be a full time student enrolled at The University of Texas at Austin actively pursuing a degree at the University to be eligible to live in the University residence halls.
- B.** For Summer Session, you do not need to be enrolled in classes; however, you must be a continuing student at the University. A continuing student is enrolled for the previous and following long session at the University. If you are not a continuing student you must be enrolled for summer school.
- C.** You must be able to perform your own independent tasks or have an attendant to assist you. The University does not provide attendant care services.
- D.** Registered sex offenders are not permitted to live in University-owned housing, which includes the University residence halls.

### **II. Obligations and Responsibilities of the Contract Holder**

- 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 Hall Manual](#), the [Rules and Regulations of the Board of Regents of The University of Texas System](#), the [Handbook of Operating Procedures](#) and all other University rules and regulations, which are now or, may in the future, be in effect, governing the Contract Holder's 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 or otherwise, including changes to University Regulations, affecting the Contract. Such changes affecting the Contract are officially announced and/or posted. The announcement or posting constitutes actual notice and they become effective and binding immediately.
- C.** You agree that your assigned room will be used only as your personal living space. You may not sell or assign this Contract.
- D.** You agree that if you violate any of the terms or conditions of the Contract or any of the University Regulations you may be subject to disciplinary action, and/or, alternatively, this Contract may be terminated and the University may refuse to offer you a housing contract in the future.
- E.** You agree that if you engage in actions the University determines are disruptive to the use and enjoyment of the residence halls by other students, or if you fail to adjust to and follow community living standards, including roommate contracts agreed upon by both roommates, you will be subject to disciplinary action and may be required to change residence within the University hall, or, alternatively, this Contract may be terminated and the University may refuse to offer you a housing contract in the future.
- F.** You agree to keep your contract and student information updated by use of [official university websites](#).
- G.** You must vacate your assigned residence hall space by the last day of the contract period by 9 a.m. or check out within 24 hours after termination of this contract or notice of dismissal from the University or University housing.

### **III. Payments**

- A.** You must make an Advance Payment of \$300 with the contract (unless otherwise noted on the contract). The Contract will be cancelled without notice if you fail to make the Advance Payment (unless otherwise noted on the contract) and sign and return your contract by the expiration date as listed on the contract. When you accept occupancy in a University residence hall, the Advance Payment will be applied to your housing bill.
- B.** Statements are only available through the [My Housing](#) web site and may be printed from the web site.
  - 1. For Long Session (fall/spring) contracts payments are due the 1st of September, October, November, January, February and March.
  - 2. For spring only contracts, payments are due the 1<sup>st</sup> of January, February and March.
  - 3. If you pay less than the total semester amount due by the first due date of each semester, you will be assessed a \$50 installment charge per semester.
  - 4. For summer your bill must be paid in full by the due date. There is no installment plan for summer housing.
- C.** You must pay the minimum amount due by the due date to avoid both a \$25 late payment charge and bars against registration, degree conferment, and official transcripts.
- D.** If you fail to pay on a timely basis, this contract may be terminated and you may be subject to eviction proceedings and denial of a future contract. 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.
- E.** If you are dismissed from the University residence hall or the University or withdraw from the University for any reason, you will pay all charges accrued under the Contract through check out and will be charged \$300 in liquidated damages. If you are called to active military duty you will not be charged \$300 in liquidated damages.

### **IV. Cancellation by Contract Holder**

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

- A. Before the start of the Contract period.**

1. You must [cancel your contract](#) from the website or notify the Division of Housing & Food Service in writing, or by electronic mail. Phone cancellations are not accepted.
  - a) For Fall/Spring (long session) contracts:
    - i. If you cancel your contract on or before July 1, you will be charged \$300 in liquidated damages. If you are a **first time freshman not attending the University** and you cancel by [informing Admissions](#) and Housing of your decision on or before May 1, you will not be charged liquidated damages and your Advance Payment will be refunded
    - ii. If you cancel after July 1, you will be charged \$500 in liquidated damages.
    - iii. If you cancel after August 1, you will be charged \$1,000 in liquidated damages.
  - b) For spring contracts:
    - i. If you cancel your contract on or before December 31, you will be charged \$300 in liquidated damages.
    - ii. If you cancel after December 31, you will be charged \$500 in liquidated damages.
  - c) For summer session contracts:
    - i. If you cancel your contract you will be charged \$300 in liquidated damages.
    - ii. If you are not admitted to the University the University shall refund the Advance Payment.
2. If you do not accept occupancy in a University residence hall, fail to check in as required, or cancel the contract; the Advance Payment will be applied to the liquidated damages charge and is not refundable in any event.

**B. During the Contract Period** (Including early arrival dates)

1. In any event mentioned below you must fill out the [Residence Hall Release Request Form](#).
2. 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 12<sup>th</sup> class day for failure to register. Once your withdrawal or non-registration is confirmed by the Registrar, you will be charged \$300 in liquidated damages in addition to all charges accrued under the Contract through when Housing and Food Service received notification of official withdraw or termination.
3. 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 15. Once your graduation is confirmed by the Registrar, you will pay to the University all charges accrued under the Contract through the end of the fall semester. If you notify the Division of Housing and Food Service after November 15, you will be charged an additional \$300 in liquidated damages.
4. If in the fall semester, if you commit to an academic internship, academic study abroad or academic co-op program for the spring semester you must notify the Division of Housing and Food Service on or before November 15. Once your program commitment is confirmed, you will pay to the University all charges accrued under the Contract through the end of the fall semester. If you notify the Division of Housing and Food Service after November 15, you will be charged an additional \$300 in liquidated damages.
5. For summer contracts, if you have a contract for both sessions and cancel at the end of the first session, you must notify the Division of Housing and Food Service in person prior to the first day of first summer session final examinations. You will be charged \$300 in liquidated damages in addition to all charges accrued under the Contract.
6. If you re-enroll in the University during the original Contract Period after canceling the Contract under this section, (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.** You are contracting for space within the University residence hall system, not for a specific suite, hall or room. The University assigns roommates without regard to race, religion, sexual orientation, disability or national origin. Only the person(s) assigned to your room by the University may reside in the room.
- B.** If permanent space is not available, the University may assign you to a supplemental space until permanent space is available. If you are assigned to a supplemental space, you may not request termination of your contract for that reason and you must accept a permanent space assignment when offered. During the period you are assigned to a supplemental space, 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.
- 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, space utilization, consolidation of residents, roommate conflicts, pending disciplinary action, and non-compliance with the University Regulations. Further, the University may take such action as is necessary to control the use of rooms in the event of an epidemic or disaster or other conditions or circumstances that require such control. A room reassignment under these circumstances does 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 by the date required after the University has notified you of a room reassignment and issued you authorization or direction to move, you will be assessed triple room charges for the holdover period.

**VI. Check in to Residence Halls**

- A.** You may check in on the first day of the Contract Period, including early arrival dates.
- B.** Check in occurs when you accept a room key or place any belongings in a room at which point you are liable for the full amount of the Contract.

- C. If you fail to check in by 4 p.m. **the day** before classes begin, or after a scheduled late arrival date, the University will terminate your Contract and you will be charged \$1,000 in liquidated damages.
- D. For Long Session (fall/spring) contracts University Residence 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 \$50 room charge per day, billed upon check in or as otherwise noted and due on the first payment due date.

## VII. Check out

- A. 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.
- B. 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 \$50 per day room charge for the holdover period. Further, you shall be liable for all 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. Furthermore, you agree to indemnify the University and prospective residents for all such damages, costs and expenses.
- C. 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 by emailing [housing@austin.utexas.edu](mailto:housing@austin.utexas.edu) 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. Subject to University Regulations, no pets are permitted except fish in five gallon or less aquariums.

## IX. Conduct

- A. You must comply with and abide by all terms and conditions which are a part of the contract, the University General Information Catalog, the Residence Hall Manual, the Rules and Regulations of the Board of Regents of the University of Texas System, Handbook of Operating Procedures and all other University rules and regulations governing your conduct as a student, all applicable state and federal criminal and civil laws, rules, regulations, including but not limited to those governing the use or possession of alcoholic beverages, gambling, narcotics, controlled substances and firearms, including all university rules regarding the carrying and storage of handguns by license holders under the Handbook of Operating Procedures HOP 8-1060. Additional information regarding policies can be found in the Residence Hall Manual.
- B. Solicitation, including door-to-door sales of goods or services, is not permitted in University residence halls except as provide for under the Regents' Rule 80103, Section 2.10.

## 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. Dine In Dollars

- A. Dine In Dollars and Bevo Bucks are required as part of your Contract.
- B. You may transfer Bevo Bucks to Dine In Dollars. Dine In Dollars may not be transferred to Bevo Bucks and are nonrefundable.
- C. After you check out of the residence hall any remaining Dine In Dollars are transferred to a Rollover Plan and are forfeited after the next long semester.
- D. Bevo Bucks are refundable upon graduation or withdrawal from the University.
- E. Dine In Dollars and Bevo Bucks are not transferable to another person.
- F. Customized meal plans are not available.
- G. Additional information about [Dine In Dollars](#) and food prices are available on the web.
- H. Dining service will begin on the first day of the Contract Period. [Dining hours](#) are listed on the web.

## **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, investigation of violations of law, or in emergencies to ensure protection of health, safety or property. By signing the Contract, you specifically agree to be bound by the University's inspection and entry policies as they now exist or may hereafter be amended, as set forth in the University Regulations.
- B.** The University has a duty to remedy or repair conditions materially affecting the physical health or safety of a student as established by applicable law. You will give written notice to the University specifying such conditions upon your discovery of such conditions. The University is not responsible for loss or damages to personal property as a result of fumigation or pest control.
- 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.** The University may terminate or temporarily suspend performance of any part of this contract without notice in the event of an emergency or exigency that would make continued operation of student housing not feasible.
- F.** In the event that the University is prevented from completing the performance of any obligations under this Contract by an act of God, disaster, 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 Contract Holder 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, electronic mail, overnight courier, three days after it is deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to (1) Contract Holder at the address of Contract Holder's assigned room during the Contract Period; (2) addressed to Contract Holder 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 Service, P.O. Box 7666, Austin, Texas, 78713

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