The terms and conditions contained herein constitute the Residence Hall Contract for the Contract Period of August 1, 2020 to July 31, 2021 between The University of Texas at Austin ("University") and Contract Holder ("You") and Guarantor ("Cosigner") (if applicable) identified therein. The contract begins on August 1, 2020, and the first date a new Contract Holder can move-in to their room is August 15, 2020. The University grants the Contract Holder a license to use an assigned room within the University housing system at 2400 Nueces as the Contract Holder’s temporary residence during the Contract Period, subject to the following terms and conditions:

I. **Eligibility**
   
   **A.** You must be a graduate student at The University of Texas at Austin; or a continuing undergraduate student and in good standing with the University. First time in college (FTIC) freshmen students are not permitted to live in 2400 Nueces.
   
   **B.** For Long Session Terms (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 2400 Nueces.
   
   **C.** For Summer Sessions, 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 Spring semester and the following Fall semester at the University. If you are not a continuing student you must be enrolled for summer school.
   
   **D.** 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.
   
   **E.** Registered sex offenders are not permitted to live in University-owned housing, including but not limited to 2400 Nueces.

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 contract 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.** By signing the contract, 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 agree not to sell, sublease or assign this Contract and/or your assigned room or any portion of the apartment, and if you violate this term of your contract, you acknowledge and agree that your contract may be terminated.
   
   **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 2400 Nueces by other residents, or if you fail to adjust to and follow community living standards, including roommate contracts agreed upon by each roommate, you will be subject to disciplinary action and may be required to change residence within University-owned housing, 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](#). Failure to provide this information can result in cancellation and charges made pursuant to your contract.
   
   **G.** You must vacate 2400 Nueces by 9 a.m. on the last day of the contract period or check out within 24 hours after termination of this contract or notice of dismissal from the University or University housing.
   
   **H.** Contract terms: All contracts will terminate on July 31st.
   
   **I.** If you are a current Contract Holder, your renewal contract will become effective at 12:00 a.m. on the beginning date of the contract. If you are a new Contract Holder, your contract will become effective at 12:00 a.m. on the beginning date of the contract; however, you may not move-in to your room prior to Saturday, August 15, 2020.
   
   **J.** If you are eligible and the University decides to renew your contract renewal notices are emailed out during the contract period each year to current contract holders. You must either renew your contract or vacate by the end of the Contract period. University housing will make every effort to notify you of your renewal by email. However, it is your responsibility to meet the renewal deadline date whether you receive a notice or not.

III. **Payments**
   
   **A.** You must make an Advance Payment of $300 with the contract (unless otherwise noted in writing). The Contract will be cancelled without notice if you fail to make the Advance Payment (unless otherwise noted in writing) and sign and return your contract by the expiration date as listed in the contract offer. When you accept occupancy in 2400 Nueces, the Advance Payment will be applied to your housing bill.
   
   **B.** Payment is divided into 12 equal installments. All installments are due on the first of the month, beginning August 1, without demand or notification, and late after the fifth of the month. The August installment will be considered late after the fifth of
September. If payment is received after the fifth of the month, or if it is less than the full amount due, a late fee of $50 will be charged to your account, and a bar may be placed against your registration, degree conferment, and official transcripts.

C. As a courtesy, a billing reminder will be emailed to the email address on file with the University. All remittances must be made payable to The University of Texas at Austin. Payments may be submitted electronically through the UT Direct system, or delivered in person to the Bursar’s Office. Failure to receive a billing reminder email does not relieve you of the responsibility for paying by the deadline.

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, plus attorney’s fees, court costs, and other costs.

E. If you are dismissed from University Housing or the University or withdraw from the University for any reason, you are required to pay all charges accrued under the Contract, pro-rated through your check-out date, 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

Your signed contract is binding and you are responsible for the full amount of charges for the contract period except as indicated below:

A. Before the start of the Contract period.
   1. You must cancel your contract from the website or notify University housing in writing, or by electronic mail. Phone cancellations are not accepted.
      a) If you cancel your contract on or before April 1, you will be charged $300 in liquidated damages.
      b) If you cancel after April 1, you will be charged $500 in liquidated damages.
      c) If you cancel after May 1, you will be charged $1,000 in liquidated damages.
   2. If you do not accept occupancy in 2400 Nueces, 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 during the semester in which the cancellation occurs, you must notify University Housing in person within 24-hours.
   3. If you fail to register with the University during the semester in which the cancellation occurs, you must notify University Housing by 12th class day.
   4. 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, pro-rated through when University Housing received notification of official withdrawal or termination or your check-out date, whichever occurs last.
   5. If you graduate from the University at the end of the fall semester, you must notify Housing and Dining 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 Housing and Dining after November 15, you will be charged an additional $300 in liquidated damages.
   6. Contract Holders who occupy their assigned room for less than 7 months of the contract year are subject to contract cancellation. The maximum amount of time that a Contract Holder may be on extended leave from their room is 5 months per contract period.
   7. If in the fall semester, you commit to an academic internship, academic study abroad or academic co-op program for the spring semester you must notify Housing and Dining 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 Housing and Dining after November 15, you will be charged an additional $300 in liquidated damages.
   8. 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 a space within 2400 Nueces, not for a specific suite 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. 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.
C. If you fail to move to a new location within 2400 Nueces 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
A. All new residents may check in no earlier than Saturday, August 15, 2020.
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 in the Fall semester, or by your scheduled late arrival date, the University may terminate your Contract and you may be charged $1,000 in liquidated damages. If your Contract start date is after the first day of class in the Fall semester and You fail to check in by the scheduled check in date, the University may terminate your Contract and you may be charged $300 in liquidated damages.
D. Occupancy during approved early check-in period will result in a $50 room charge per person per day, billed upon check in or as otherwise noted and due on the first payment due date. Check-in prior to Saturday, August 15th must be approved by University Housing and Dining.

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 hour 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.

VIII. Care of facilities; equipment; pets
A. You are responsible for keeping your room and associated common areas in a neat and orderly fashion at all times. You shall not cause or permit to be caused damage or alterations to the room, common areas, 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 building, 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 residents of the building are responsible for the damage. You shall pay all such amounts to University promptly on demand.
C. Subject to University Regulations, no pets are permitted except fish in five gallon or less aquariums. If you have been approved by Services for Students with Disabilities to have a Service or Emotional Support Animal, you must notify University Housing and Dining and submit all required documentation prior to the animal being brought into the room.
D. We may regulate the use of patios, balconies, and porches.

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, including 2400 Nueces, except as provided for under the Regents’ Rule 80103, Section 2.10.

X. Fire Safety
Fire safety devices are installed in 2400 Nueces. Residents and guests must evacuate the building 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. 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. To maintain security standards, 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 if the University deems you responsible for those costs.

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.

G. The University may refuse to offer or cancel a housing contract or room assignment to an individual whose demands for housing are unable to be met.

XII. 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 2400 Nueces Contract, unless the context clearly indicates otherwise. "You" means Contract Holder and Guarantor, jointly and severally.

XIII. 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 2400 Nueces Contract, or, if to the University, (3) addressed to the University at Housing and Dining, P.O. Box 7666, Austin, Texas, 78713.