

**The University of Texas Rio Grande Valley
Department of Housing and Residence Life (DHRL)
On Campus Student Housing Contract**

Applicable Contract Periods **{TermName}**: Fall 2020/Spring 2021-9month contract, Spring 2021, Mini Term 2020, Summer Sessions 2020.

This Student Housing Contract is for Contract Period: {TermName}

Please read the terms and conditions carefully as you will be held responsible for these standards.

1. CONTRACT AGREEMENT: These Terms and Conditions are part of the On Campus Student Housing Contract (the "Contract") between The University of Texas at Rio Grande Valley (collectively, the "University"), acting through its Department of Housing and Residential Life ("the University" or "DHRL"); agrees to provide a space in the university housing system to the The Student and the Guarantor (if applicable) who are identified in that Contract. As used in the Contract, the term "You" means the Student {UserName}.

2. ORAL REPRESENTATION POLICY: The University and the DHRL do not enter into any oral agreements or make any oral representation concerning this contract. The entire contract is expressed in writing and supersedes any understanding that may have been communicated orally or implied and no party to this contract is relying on any oral or implied agreement, representation or understanding of fact or policy that is not expressed in writing.

3. CANCELLATION: This is a legally binding agreement. Once submitted, the Student has three (3) business days to cancel the contract without penalty; the request to cancel must be received in writing. Once student takes possession of the room, or after (3) business days, the rules, contract early termination fees and dates will apply.

4. OCCUPANCY PERIOD: The occupancy period begins on the first official day of fall move-in and ends after the student's last final exam in the spring term. The contract terms apply to either the full occupancy period (fall and spring semesters), or if entered into after the start of the academic year, to the balance of the occupancy period beginning on the Student's move-in day. Housing contracts for summer terms are separate. DHRL uses UTRGV Academic Calendar to establish the occupancy period unless otherwise specified in writing.

5. BREAK PERIODS: Residence Halls (Unity & Heritage) are closed during the Thanksgiving, Winter, and Spring Academic breaks. Apartments (Village & Casa Bella & Troxel) remain continuously open during the occupancy period unless closed due to inclement weather or maintenance.

6. MEAL PLAN: The Student who resides in university residence halls (Unity, Heritage) is required to purchase a full residential dining plan (commuter plans are not acceptable). The Student who resides in Apartments (Village, Troxel) may choose either a residential plan, but is obligated to purchase dining dollars. Casa Bella Apartments residents are obligated to purchase dining dollars and no meal plan option are available.

7. PAYMENT OF FEES: The Student agrees to pay to the University the rate established by University. Room and board payments must be made to Student Accounting Services within the deadlines for full or installment payment schedules established by Student Accounting Services and published online prior to the beginning of each semester. Failure to meet payment deadlines will result in a hold being placed on the Student's records and may result in late fees and denial of access to residential and dining facilities. This hold will keep the Student from registering or obtaining an official academic transcript. The University may employ the services of attorneys or outside collection agencies to assist in the collection of delinquent accounts on all financial obligations incurred and any fees related to these activities will be

added to the outstanding balance. Students on instalment plans who have enough financial aid to cover the full or partial balance of the instalment plan cannot request an advance of that financial aid. All financial aid available must be applied to the entire student balance before a refund can be authorized.

8. AUTHORIZED ENTRY: The Student must permit any authorized agent of the University to enter the assigned unit for the purpose of inspection and maintenance, and, if determined necessary, for the purpose of enforcing reasonable rules and regulations insuring the safety, welfare and comfort of all students and the University. University staff may enter and search the Student's unit without permission or consent of the Student if reasonable suspicion exists of violation of University policy, concerns about safety of the students or guests, or situations that may cause harm to others.

I. Obligations and Agreements of Student and Guarantor.

The University grants Student a license to use the room the University assigns to Student as Student's temporary residence during the Contract Period, subject to the following terms and conditions.

a. You agree to pay all Contract charges when due and to comply with and abide by the provisions contained in this Contract, the Rules and Regulations of the Board of Regents of The University of Texas System, The University of Texas Rio Grande Valley Code of Student Conduct, The University of Texas Rio Grande Valley Alcohol and Other Drug Policies, The University of Texas Rio Grande Valley Handbook of Operating Procedures, the Resident Handbook, and all other University rules and regulations that may now or in the future come into effect governing student conduct or pertaining to the University residences (individually and collectively called the "University Regulations").

b. You acknowledge and agree that the rates and fees set out in the Contract are subject to change by legislative action, as are University Regulations and policies affecting the Contract. Changes and additions to the rates, fees, University Regulations and policies shall be officially announced and/or posted, and the announcement or posting constitutes actual notice to you. Changes and additions to the rates, fees, University Regulations and policies affecting the Contract become effective and binding at the first date of posting or official announcement, unless otherwise specified therein.

c. You agree not to sell, transfer or assign this Contract.

d. You agree that if you violate any of the terms or conditions of the Contract, or if the University determines that you have (i) disregarded the community living standards, including roommate contracts agreed upon by both roommates, or (ii) accumulated a history of delinquent payment to the University, then, the University may terminate your license and/or 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 University disciplinary action and may be required to withdraw from University housing. If the University requires you to withdraw from University housing, your license will be automatically cancelled and you will be charged \$1000.00 as an early termination fee in addition to all other unpaid charges accrued under the Contract through the date you check out.

f. You agree that if your actions are disruptive to the use and enjoyment of University housing facilities by other students, or if you fail to adjust to a community living environment, you will be subject to University disciplinary action, you may be required to change residence, and you may be required to withdraw from University housing. If the University requires you to withdraw from University housing, your license will be automatically cancelled and you will be charged \$1000 as an early termination fee in addition to all other unpaid charges accrued under the Contract through the date you check out.

g. You agree to keep the University accurately informed about your contact information and student information by updating that information using the University's official websites which

include www.utrgv.edu and the Department of Housing and Residence Life Website www.utrgv.edu/housing .

h. DEPOSIT REQUIREMENTS. New applicants for housing must deliver to the University a security deposit ("Deposit") payment in the amount of \$100.00 and a non-refundable \$50.00 application fee before your application will be processed. No interest is paid on the Deposit. University may draw upon the Deposit to pay (i) the costs of damage caused by you or your guests to your room or other University property, and (ii) any other charges owing by you under the Contract. The Deposit is not a limitation of your liability under this Contract, and you agree to pay University for all amounts owing by you under the Contract in excess of the amount of the Deposit.

i. We agree to furnish electric, water, sewer, cable TV service and internet access for the residence. The utilities are sub metered and may be used for normal household purposes and must not be wasted. If we detect or suspect abuse or waste of any utilities paid by us, we reserve the right to notify you of an increase in the base rent and you will be required to pay a higher charge.

j. Following the end of the Contract Period, if you have complied with the Contract, paid all sums you owe to University, surrendered your room in good condition (excepting only ordinary wear and tear), have provided a written forwarding address to University for refund of your Deposit, and submitted online deposit request form, then University will refund any balance of your Deposit to you on or before the 30th day after you check-out as required by Section VII.

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 student at the University and actively pursuing a degree at the University to be eligible to live in University housing.

III. Payments under this Contract

a. A statement for your payments will be available on your student account. You can review your student account online through MyUTRGV Assist (www.my.utrgv.edu). You may choose to pay for the entire housing bill prior to the start of the semester or you may choose an installment payment plan. To qualify for an installment plan for student housing a student must: be a current student at UTRGV; be free of any outstanding financial balance with UTRGV; have no form of financial aid (including scholarships) not yet applied to the student's housing and tuition fees for the semester; be registered for a minimum of six credit hours or more; pay a non-refundable fee of \$40.00 per semester for the installment plan; and student may be required to complete and sign a "Installment Plan Promissory Note." The installment payments are due on the designated dates outlined on the Residential Life website (www.utrgv.edu/housing). For any past due balances, a \$50.00 late fee for each past due payment will be assessed, in addition to any other charges under the Installment Plan Promissory Note. If the Installment Plan Promissory Note has been accelerated for default and we allow you to reinstate, and additional \$50 reinstatement fee will be assessed in addition to the other charges due under the promissory note. If you have two or more missed installment plan, you may be put into default and asked to pay balance in full.

b. Your failure to receive a statement does not relieve you of the responsibility to make payments due under this Contract on or before the due dates.

c. You agree to pay all expenses incurred by the University in collecting amounts due under this Contract, including attorneys fees, court costs, and other collection costs. If you fail to pay all such expenses within 15 days after notice from the University, University may revoke your license to use University housing and may decline to allow you to occupy University housing in the future.

d. If you withdraw from or are dismissed from the University for any reason, including enforced scholastic withdrawal, you will pay all charges accrued under the Contract through the date you check out of University housing (as required under Section VII) plus an early termination fee of \$1000, as provided in Section IV.

e. If you graduate from the University at the end of the fall semester, you must notify the Department of Residence Life on or before November 15. When the Registrar confirms your graduation, you will be required to pay to the University all charges accrued under the Contract through the end of the fall semester and you will not have to pay the early termination fee of \$1000.

IV. Cancellation of Contract by the Student

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

a. Before the start of the Contract Period:

1. For occupancy period Fall/Spring Semester-9month contract, You may cancel your Contract by notifying the DHRL in writing before July 1. If you cancel your Contract after July 1st up until August 1st for the Fall Semester you will be charged a \$300 housing termination fee. If you cancel the Contract prior to or on July 1st for Fall you will receive a refund of your Deposit minus the application fee. If you cancel after August 1st up until Official Record Date (Census Day, 12th Class Day for Fall), you will be charged \$500 as a housing termination fee and forfeit your deposit. If you cancel after the Official Record Date for Fall, you will be charged \$1000 as a housing termination fee and forfeit your deposit.

2. For occupancy period Spring only semester, You may cancel your Contract by notifying the DHRL in writing before December 1. If you cancel your Contract after December 1st up until January 1st for the Fall Semester you will be charged a \$300 housing termination fee. If you cancel the Contract prior to or on December 1st for Spring you will receive a refund of your Deposit minus the application fee. If you cancel after January 1st up until Official Record Date (Census Day, 12th Class Day for Spring), you will be charged \$500 as a housing termination fee and forfeit your deposit. If you cancel after the Official Record Date for Spring, you will be charged \$1000 as a housing termination fee and forfeit your deposit.

b. During the Contract Period:

1. If you cancel your assignment to a room in University Housing after the beginning of the Contract Period but before taking occupancy of your room, and before the Official Record Date (12th Class Day), you will be charged \$500 as a termination fee.

2. For occupancy period Fall/Spring Semester-9month contract, If you cancel your assignment to a room in University Housing after the beginning of the Contract up until the Official Record Date (Census Date, 12th Class Day) you will be charged a \$500 housing termination fee and forfeit your deposit, In addition to all charges accrued under the Contact through the date you check out, including a daily prorated room charge through your date of your vacating your room. If you cancel after the Official Record Date for Fall, you will be charged \$1000 as a housing termination fee and forfeit your deposit, In addition to all charges accrued under the Contact through the date you check out, including a daily prorated room charge through your date of your vacating your room.

3. For occupancy period Spring only semester contract, If you cancel your assignment to a room in University Housing after the beginning of the Contract up until the Official Record Date (Census Date, 12th Class Day) you will be charged a \$500 housing termination fee and forfeit your deposit, in addition to all charges accrued under the Contact through the date you check out, including a daily prorated room

charge through your date of you vacating your room. If you cancel after the Official Record Date for Spring, you will be charged \$1000 as a housing termination fee and forfeit your deposit, in addition to all charges accrued under the Contract through the date you check out, including a daily prorated room charge through your date of you vacating your room.

4. If you take occupancy of the room but fail to register for classes with the University, you must so notify DHRL in writing by the Official Record Date of the Contract Period. When non-registration is confirmed by the Registrar, you will be required to vacate your room within 24 hours and must pay to the University \$300 as a housing termination fee in addition to all charges accrued under the Contract through the date you check out, including a daily prorated room charge through your date of your vacating your room.

5. If you take occupancy of the room and register for classes with the University for the Contract Period, but during the Contract Period withdraw from the University, you must notify DHRL in writing within 24-hours of withdrawal. Once your withdrawal is confirmed by the Registrar, you will be required to vacate your room within 24 hours and must pay to the University \$300 as a housing termination fee in addition to all charges accrued under the Contract through the date you check out, including a daily prorated room charge through your date of your vacating your room.

6. If you fail to check in by 5 p.m. on the first day of classes without scheduling a late arrival with the University, or schedule a later arrival date and fail to check in on the scheduled date, the University may at its option terminate your license, in which event you will be charged \$300 as a termination fee.

V. Room Assignments

a. The University assigns roommates without regard to race, color, national origin, age, religion, disability, veterans' status, sexual orientation, gender identity or expression.

b. The University will only assign same genders together.

c. The University does not permit registered sex offenders to live in university housing.

d. Assignment to a specific building, type of housing, room/apartment capacity, or specific roommate is not guaranteed.

e. The University reserves the right to make housing assignments and to require assignment changes when considered advisable or necessary by the University.

f. For special accommodations, students with disabilities or other unique needs must make a written request for an accommodation to the Office of Student Accessibility Services.

g. If permanent space is not available in University housing, the University may place you in a supplemental space or waiting list until a permanent space is available. Only the person(s) assigned by the University to your room may reside in the room, suite or apartment.

h. The University reserves the right to make changes in room assignments for any reason 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 may include but are not limited to, an assignment to a supplemental space or a consolidation of residents, and shall not result in a decrease or an increase in your Contract Rate.

i. If your room assignment is changed by the University, and you fail to vacate your current room within twenty-four hours after the University has issued you an authorization or instruction to move, you will be assessed a daily charge equal to three times the daily room charge during the holdover period.

1. University will try to match roommates based on student preference profiles. However, the University cannot guarantee the requested preference in the room assignment process. If Student chooses to live with another Student based on a self-selection process, Student preference profiles shall not be considered by the University.
2. Students without disabilities may reside in Residence Hall/Apartments rooms which have been specifically designed to accommodate persons with disabilities. In the event a Residence Hall room is needed to accommodate a person with a disability, Student may be required to relocate to alternate University Campus Housing accommodations. In this instance, University shall pay reasonable moving expenses to relocate occupant(s) to alternate accommodations. In this instance, University shall provide no less than fourteen (14) days written notice prior to terminating the existing Contract.
3. If permanent space is not available, the UTRGV may place Student in temporary space until permanent space is available.
4. Only the person(s) assigned by DHRL to Student's room may reside in the room. 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, non-compliance with University Regulations, and disruptions to the community.
5. Single occupancy in double rooms is allowed only on University's prior approval, which may be withheld in its sole and absolute discretion. Single room occupancy in rooms designated as double occupancy will be charged at specified rates. If the University has a waitlist for Residence Hall bed space, single room contracts may be changed to double room contracts.
6. If Student's roommate vacates the double room or if Student's suitemates all vacate the suite, Student agrees to accept another roommate or suitemate as assigned. Student may be asked to move to another room if requested by the University. Failure to move may result in you being charged a single room rate and improper check out fee in addition to disciplinary actions
7. Room changes may be made only with the approval of DHRL. Hall, Building and/or room type changes may be made only with approval of DHRL. Students who complete a hall and/or room type change will may be required to sign a new contract.
8. University reserves the right to consolidate vacancies and close all or part of Residence Halls/Apartments.

VI. Check-in; occupancy

a. Returning students may check in on the Sunday prior to the first day of class as per the academic calendar, beginning at noon. New students may check in on their assigned date as indicated in their confirmation letter sent out by DHRL. The Director of Residence Life reserves the right to make changes to check-in dates as needed.

b. If you fail to check in by 5 p.m. on the first day of classes without scheduling a late arrival with the University, or schedule a later arrival date and fail to check in on the scheduled date, the University may at its option terminate your license, in which event you will be charged \$300 as a termination fee.

c. If you occupy a room with permission from the University prior to the start of the early check-in period, then for each day of occupancy during that period, you will pay a room charge equivalent to the daily room charge.

d. Requests to move to another room within the on-campus housing facility during the Contract Period will be granted at the sole discretion of the University. All transfer requests must be submitted in writing to the DHRL. All room transfers must be confirmed in writing prior to a move taking place.

VII. Check-out

- a. Except as provided below with respect to graduation, you must check out by 12:00 noon on 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 obligate you to pay a \$100 charge for unauthorized checkout in addition to any additional fees assessed by DRHL.
- 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, then (i) you will be charged for each additional day until you check out, at a rate equal to 1.5x the daily room charge for each day of the holdover period; and (ii) you shall indemnify the University and prospective residents of University housing 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 attorneys' fees. If you graduate at the end of the fall or spring semester, you may stay in your assigned room without additional charge through the date of the University commencement, however, you must (i) submit a written request to stay to DHRL not later than five days prior to commencement, and (ii) you must check out by 12:00 noon on the next day following commencement.

VIII. Care of Facilities; Equipment; and 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. You shall pay to the University promptly on demand all costs associated with the repairs arising out of or related to your failure to comply with the foregoing requirements.
- b. You agree to be liable, jointly and severally, for damages or other loss that you or your guest(s) cause to University housing, your room or any furniture, appliances, 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 damage to public areas of University housing, if reasonable evidence exists that students residing in your area are responsible for the damage. You shall pay all such amounts to the University promptly on demand.
- c. No open flame or open heating element devices are permitted. Please consult the Resident Handbook (www.utrgv.edu/housing) for a detailed listing of permitted small appliances.
- d. No pets are allowed in University housing. Only Service Animals and Emotional Support Animals approved as an accommodation by University may be allowed with restrictions as per DHRL policies.

IX. Conduct

- a. The University Regulations set out the community standards and policies expected of residents. A full listing of University policies is available in the Resident Handbook. Violations of any of those community standards and policies may result in termination of your license and/or disciplinary action under the campus judicial disciplinary process.
- b. In the event that the University is prevented from completing the performance of any obligations under this Contract by an act of God or any other occurrence whatsoever that is beyond the control of the University, the University shall be excused from the performance of such obligations to the full extent authorized by law.

X. Fire and Safety

1. Fire safety devices are installed in all rooms. Residents and guests must evacuate any time that a fire alarm sounds. Failure to evacuate may result in disciplinary action, including expulsion and/or

the imposition of monetary charges against violators. Tampering with fire safety equipment is a violation of state law and University Regulations and may result in disciplinary action, including but not limited to removal from University housing, expulsion from the University, sanctions, fines and/or the imposition of charges for applicable restitution. You may not disconnect, damage, or tamper in any way with fire safety devices. You will immediately report to a University staff member the malfunction of any fire safety device, including smoke detectors or sprinkler heads in your room.

2. Except as otherwise expressly provided by applicable law, the use or possession of fireworks, firearms, any lethal weapons or facsimiles thereof are prohibited in University housing and may subject the violator to disciplinary action, including expulsion from the University. For University policies on concealed carry on campus visit <http://www.utrgv.edu/campuscarry/>.
3. Smoking, firearms, gambling, narcotics, and controlled substances are prohibited in University housing.
4. Solicitation, including door-to-door sales of goods and services, is not permitted in University housing.

XI. Rights and obligations of the University

1. The Contract may not be amended or supplemented except in writing signed by the parties and must be accepted as written. The Contract and all documents incorporated in it contain the entire agreement of the parties. No oral understanding or agreement not incorporated into the Contract shall be binding on either of the parties.
2. By entering into this Contract, University does not waive its sovereign immunity under Texas law. The Contract shall be construed under and in accordance with the laws of the State of Texas. For students residing in Brownsville, Texas all obligations of the parties created by the Contract shall be performed in Cameron County, Texas. For students residing in Edinburg, Texas all obligations of the parties created by the Contract shall be performed in Hidalgo 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.
3. Capitalized words or phrases used in these terms and conditions have the respective meanings assigned to them in the Contract, unless the context clearly indicates otherwise.
4. University personnel may enter Student's 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 University's search and entry policies as they now exist or may hereafter be amended, as set forth in University Regulations.
5. Any duty of University to remedy or repair conditions materially affecting the physical health or safety of a student is as established by applicable law. Student shall give written notice to the DHRL specifying such conditions upon Student's discovery of such conditions.
6. University is not responsible for loss or damages to personal property by theft, fire or other casualty, whether such losses occur in Student's room, public areas, or elsewhere in the Residence Hall or Apartments. Items left in Student's room or items temporarily stored by Student in the University storage areas, when Student checks out, will be disposed of by University in accordance with University policies then in effect.
7. DHRL will install, change, or re-key a security device on any exterior door or window of Student's room after receiving a written request from Student. A charge for labor, materials, overhead and extra keys provided by the Department of Housing and Residence Life shall be paid by you promptly upon delivery of a statement for same from University, unless such charges are prohibited by applicable law.
8. University insurance doesn't cover the loss of or damage to your personal property. You are not required to buy renters or liability insurance. Insurance is not required but is still strongly recommended. Even if not required, we urge you to get your own insurance for losses due to theft, fire, water, pipe leaks, and similar occurrences. Renter's insurance doesn't cover losses

due to a flood. Information on renter's insurance is available from the Texas Department of Insurance (<https://www.tdi.state.tx.us/>).

9. Loss. Unless otherwise required by law, UTRGV is not liable to any resident, guest, or occupant for personal injury or damage, loss of personal property, or loss of business or personal income, from any cause, including fire, smoke, rain, flood, water leaks, hail, ice, snow, lightning, wind, explosions, interruption of utilities, pipe leaks, theft, vandalism, and negligent or intentional acts of residents, occupants, or guests. Unless we instruct otherwise, during freezing weather you must for 24 hours a day: (A) keep the apartment heated to at least 50° Fahrenheit, (B) keep cabinet and closet doors open, and (C) drip hot- and cold-water faucets. You'll be liable for any damage to our and others' property caused by broken water pipes due to your violating these requirements.

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 (a) when actually delivered by hand delivery, facsimile transmission, electronic mail, or overnight courier, or (b) three days after it is deposited in the United States mail, postage prepaid, certified mail, return receipt requested, (c) emailed and addressed to (1) Student at the address on file with the university; (2) Student's assigned room during the Contract Period; (3) addressed to Student before or after the Contract Period or to Guarantor at the address stated in the Contract, or (4) if to the University, addressed to the University at the Department Housing and Residence Life, 1201 University Blvd., Edinburg, Texas, 78539.

The On Campus Student Housing Contract is a legally binding agreement and should be read completely before the student approves the contract. The contract is valid for the specific academic term(s) or the remainder thereof. This online contract is a binding agreement for room and board at The University of Texas Rio Grande Valley (UTRGV).