

TEXAS WESLEYAN
HOUSING CONTRACT TERMS & CONDITIONS FOR THE RESIDENCE HALLS
Academic Year 2022-2023

1. TERMS OF AGREEMENT

- a. This contract is held between the student 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 student a space in a residence hall, not a specific building or room. Student's assigned space may include a triple room.
- c. This agreement will be terminated immediately if student is suspended or dismissed from the residence hall or University. In any such instance, student agrees to vacate the residence hall and not return without written approval of the University. In the event of suspension student is still responsible for the full cost of room and board.
- d. Student's electronic signature and deposit payment indicate student's agreement to the terms and conditions of the contract. This agreement becomes binding seven (7) days after student receives notice of room assignment, 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, 2022 are eligible to apply and live in the residence halls.
- b. Student must be an enrolled student at Texas Wesleyan University for at least six (6) credits on the twelfth (12th) day of classes **and** be in good financial standing with Texas Wesleyan University.
- c. Student must be able to perform their own independent tasks with reasonable accommodations. Student is responsible for their own self-care including appropriate personal hygiene, mental health, management of medical conditions/illnesses, and/or disability-related personal needs. Student is expected to utilize resources available to provide care for themselves. 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 face suspension from the residence halls.
- d. If student's physical or mental health may jeopardize their or another resident's safety or well-being, student may be required to have an examination by a physician or university counselor to determine if they 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 Director of Housing and Residence Life/designee may amend or suspend student's 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 student has 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 student's application or may immediately terminate the contract.
- f. Registered sex offenders are not eligible for University housing without a thorough review of their criminal history and an agreement between the university and student regarding conduct expectations.

3. CONTRACT TERM

- a. This housing contract is for the **full academic year** – Fall 2022 **and** Spring 2023 semesters, with a start date of August 18, 2022 and an end date of May 14, 2023. The contract does not include housing accommodations during the Winter Break period (December 18, 2022 to January 9, 2023) 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, with a start date of January 9, 2023
- d. Winter Break housing is available to students with a separate housing contract for an additional fee of \$400. Student 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.

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4. APPLICATION

- a. Student must submit a completed application online, a one-time \$100 non-refundable housing deposit to be offered a room assignment.
- b. If student is under the age of 18 when they apply, student's contract must also 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. Student's application becomes a binding contract seven (7) days after student receives notice of room assignment or when student takes possession of the room, whichever comes first.
- d. Student may cancel their contract at no charge by notifying the Office of Residence Life in writing or by canceling the contract online in myHousing (www.txwes.edu/myhousing) within the seven (7) day revocation period.
- e. Student may not sell or transfer their housing contract to another student.
- f. Student may not sublet their room space to another student.

5. CONTRACT CANCELLATIONS

- a. Student may be released from their housing contract without financial penalty based on the criteria below if student submits a request via myHousing (www.txwes.edu/myhousing) and submits required documentation:
 - i. Student is not attending the University due to graduation, withdrawal, transfer, academic dismissal;
 - ii. Student is married and living with their spouse in the community (marriage certificate required for verification);
 - iii. Student is caring for a dependent child (birth certificate or 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. Student 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. Student is 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 student buy out their meal plan based on the rates outlined in Section 13g and the student will be responsible for the following housing charges:

Cancellation Schedule	Cancellation Fees
Before June 1	No Cancellation Fees
June 1-July 31	Twenty five percent (25%) of the value of the housing contract
Aug 1-Move in	Fifty percent (50%) of the value of the housing contract
After Move in	Fifty percent (50%) of the value of the housing contract plus the Daily Contract Rate multiplied by the number of days between the Contract start date and the later of the date you cancel contract or vacates the room.

7. CONTRACT TERMINATIONS

- a. Student's housing contract may be terminated in relation to any of the following circumstances:
 - i. Student is found responsible for violating the Student Code of Conduct or any other applicable law or University regulation;
 - ii. Student fails to register for courses; or
 - iii. Student fails to pay University Bill.
- b. If student's housing contract is terminated they will be responsible for the full cost of their housing contract unless housing staff determines that a lower charge is appropriate.

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8. COSTS

- a. Student agrees to pay the room and meal plan rates established by the Board of Trustees. Student's rate is determined by the type of room and meal plan they are assigned. 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. Student's room and meal plan charges will be billed in full within ten (10) business days of their contract binding date.
- d. Student will be responsible for the cost of their room and meal plan regardless of whether or not they pick up keys and move into the room.
- e. If student fails to satisfy their financial responsibilities to the University, their room contract and/or their meal plan may be cancelled according to University rules and regulations. If student is sent through termination/eviction proceedings, student will be responsible for residence hall charges and any applicable court or legal costs.
- f. If student's assignment and/or rate changes, prorated charges/credits will be assessed to their University Bill to reflect the new rate.

9. OCCUPANCY DATES

- a. Fall Semester
 - i. Contract housing for all students begins on Thursday, August 18, 2022, and continues until noon (12:00 pm) on Sunday, December 18, 2022, or 24 hours after your last final exam, whichever comes sooner.
 - ii. Move-in dates are as follows:
 1. First Year students will have a move-in date of Thursday, August 18, 2022 at no additional charge.
 2. All other students may move in on Friday, August 19, 2022.
 - iii. Fall Early Arrival
 1. Returning residents may move in early starting on Thursday, August 18, 2022 with prior approval from the Office of Residence Life for an additional charge of \$20 per day. Students wishing to move in early must submit an Early Arrival request through myHousing (www.txwes.edu/myhousing).
 2. Early arrival charges will be added to the student's fall University Bill and are non-negotiable.
- b. Spring Semester
 - i. Contract housing begins for all on Monday, January 9, 2023 and ends on Sunday, May 14, 2023 at noon (12:00 pm) or 24 hours after the student's last final exam, whichever comes sooner.
 - ii. Spring Early Arrival
 1. All residents may move in early starting on Thursday, January 5, 2023 with prior approval from the Office of Residence Life for an additional charge of \$20 per day. Residents wishing to move in early must submit an Early Arrival request through myHousing (www.txwes.edu/myhousing).
 2. Early arrival charges will be added to the student's spring University Bill and are non-negotiable.
- c. Break Periods
 - i. Students are eligible to stay on-campus during the following break periods at no additional charge with written approval from the Office of Residence Life. Students staying over these break periods must notify the Office of Residence Life that they will remain in the halls.
 1. **Thanksgiving Break** – Sunday, November 20, 2022 to Sunday, November 27, 2022 – residence halls remain open with no meal service beginning Monday, November 21, 2022.
 2. **Spring Break** – Sunday, March 12, 2023 to Sunday, March 19, 2023 – residence halls remain open with no meal service beginning Saturday, March 11, 2023.
 3. **Easter Break** – Thursday, April 6, 2023 to Sunday, April 9, 2023 – residence halls remain open.
 - ii. **Winter Break** (December 18, 2022 – January 9, 2023) is not included in this Housing Contract. Students who need to stay on-campus for Winter Break must complete the Winter Break Housing application in myHousing and pay an additional charge of \$400 that will be added to University bill. No meal service beginning Wednesday, December 14 2022.

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10. VACATING ROOM, CHECKOUT

- a. During the Fall and Spring Semesters, student shall vacate student's room within 24 hours after student's last final exam finishes or by noon on the last day of the semester whichever comes first.
- b. If student withdraws from University during Contract period, student must vacate the room within forty-eight (48) hours after withdrawal.
- c. Student must complete all Texas Wesleyan Residence Life checkout procedures and return all keys in order to avoid improper checkout charges. Failure to follow these procedures will result in improper checkout charge (\$100). Failure to return keys will result in additional charges (\$7-\$135) for lock re-cores, key replacement per key. An improper checkout may include but is not limited to: failure to clean, or checkout with a member of Residence Life staff.
- d. If student graduates at the end of the Fall or Spring semester, student may stay in the Residence Halls without additional charge through the date of student's commencement ceremonies if student makes a Late Stay Request through myHousing on or before the tenth day prior to the ending date of the Contract Period.
- e. If student needs to stay late due to extenuating circumstances, they may submit a Late Stay Request through myHousing. Late Stay Requests must be submitted on or before the tenth day prior to the ending date of the Contract Period. Student may only request a late stay up to 48 hours past the ending date of the Contract Period.
- f. Abandonment: Student shall be deemed to have abandoned the Premises when all of the following have occurred; (1) Student appears to have moved out in Texas Wesleyan's reasonable judgement; (2) clothes, furniture, and personal belongings have been substantially removed in Texas Wesleyan's reasonable judgement; (3) student has not responded for 2 days for Texas Wesleyan's attempts to contact via email, phone, stating that Texas Wesleyan considers the Premises abandoned. Abandonment ends student's right of possession and gives Texas Wesleyan the immediate right to remove items of personal property, clean, and reassign the space. Property removed after an abandonment may be disposed of in any manner deemed appropriate by Texas Wesleyan. Texas Wesleyan has no duty to store property after abandonment.

11. ASSIGNMENT POLICY, CHANGES, AND CONSOLIDATIONS

- a. Room Assignments
 - i. The University agrees to assign a residence hall space only after the student 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 room assignments.
 - 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 student's room 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 students to any space in the residence halls, even if it is not their preference. If the university assigns student to a space that is more expensive than their listed preference, student will be notified of this change in cost and will have a seven (7) day window to cancel without additional charge.
 - vii. If student is assigned to a room/apartment that is designed as a space for a resident with a disability, the University reserves the right to change student's 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 student to a triple room to accommodate the number of requests for residence hall space. Student will pay a reduced rate during their 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.

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- iii. Student 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.
- iv. The re-assignment space may not include student's room, building, or roommate preference.
- c. Room Changes
 - i. Student may only occupy their assigned room.
 - ii. Room changes require the electronic written permission of the Assistant Director of Residence Life 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 student's authorized assignment and/or disciplinary action and fees.
 - iv. Room changes are not permitted during the first twelve (12) days of class each semester or the last two weeks of the 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 student's room during the course of a semester, the University retains the right to consolidate another student into this space.
 - iii. The option to purchase the other portion of student's 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.

12. ROOMMATES

- a. The University will share student's name, Texas Wesleyan email address, which are all considered public directory information, with any assigned roommate(s) unless a FERPA restriction is in place on this data. Student can restrict some or all of their directory information online in RamLink.
- b. In order to request a specific person as student's roommate, the request must be mutual and submitted through myHousing by the priority deadline of June 12, 2022
- c. There is no guarantee of an assignment with a specific individual. Failure to honor a roommate preference will not void the 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 student's contract or assignment will not alter the status of your roommate's contract or assignment.
- d. If student participates 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 student's assignment to a different room and/or residence hall, and/or cancel the housing contract. You will also be referred to the Dean of Students Office.
- e. The University reserves the right to change student's room and/or building assignment if student and roommate are unable to resolve incompatibility problems.

13. ROOM ENTRY AND SEARCH

- a. Student has the right to be secure in their 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 student's 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;

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- 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.

14. MEAL PLANS

- a. Costs
 - i. Student agrees to pay the meal plan rate determined by the Board of Trustees.
 - 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. All undergraduate students living in the residence halls are required to select the Platinum meal plan.
 - ii. Graduate students living on-campus may opt out of a 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. Student must present their Student ID to the cashier to use their meal plan.
 - ii. Meal plan swipes do not carry over from one semester to the next.
 - iii. RamBucks 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 Dora’s Cafe 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 Residence Life Accommodation Request Form must be submitted with appropriate documentation to housing@txwes.edu.
- f. Changes
 - i. Meal plans may not be sold or transferred to another student.
 - ii. Student may change their meal plan during the first twelve (12) days of each semester.
 - 1. Fall semester meal plan changes must be made by Tuesday, September 6, 2022.
 - 2. Spring semester meal plan changes must be made by Thursday, January 26, 2023.
 - 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. Meal Plan Cancellations
 - i. Only graduate-level students may choose to cancel their meal plan.
 - ii. If student cancels their residence hall contract, their 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 18, 2022	100%
August 25, 2022	90%
September 1, 2022	80%
September 8, 2022	70%
September 15, 2022	60%
September 22, 2022	50%
September 29, 2022	40%
October 6, 2022	30%
October 13, 2022	20%
October 20, 2022	10%

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After October 22, 2022	No refund
2. Spring Semester	
Cancelling on, or before:	Refund amount:
January 9, 2023	100%
January 16, 2023	90%
January 23, 2023	80%
January 30, 2023	70%
February 6, 2023	60%
February 13, 2023	50%
February 20, 2023	40%
February 27, 2023	30%
March 6, 2023	20%
March 13, 2023	10%
After March 13, 2023	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.

15. KEYS AND ACCESS CARDS

- a. Student will be issued a key to their room upon check-in and student may also be issued a building key, access card, and/or a key fob.
- b. Student is responsible for the use and return of their assigned keys and/or access cards. Student cannot duplicate or transfer their 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.

16. DAMAGES

- a. Student is responsible for all associated costs related to damage beyond normal wear to the room and/or its furnishings. Student's room will be inspected before move-in and student will have an opportunity to update any damages that may have been missed via an electronic form. It is student's responsibility to report any damages in writing within 48 hours of moving into their room.
- b. Student 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 students of the living area where those damages occur. The assessment of such damages is payable upon demand.
- e. Student is 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 at the discretion of the University.

17. LIABILITY

- a. The University assumes no liability for any loss or damage to the personal property of the student and does not carry insurance on the personal property of the student. Each student should determine if their personal property is

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covered by their family's/guardian's homeowner's, or other insurance policies, and should purchase personal property/renters 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.

18. GENERAL CONDITIONS

- a.** Students are expected to know and abide by federal and state law; 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 student 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.