

2021-2022 Lamar University Housing Contract Terms and Conditions

This contract is an agreement between Lamar University (hereinafter “LU” or “University”), a member of The Texas State University System, and an agency of the State of Texas and the individual student (hereinafter “Student” or “Resident”). If the Student is not 18 years of age at the time of submitting the Housing Application, a parent or legal guardian is required to indicate acceptance of the terms and conditions contained in this agreement by submitting the *Housing Contract*.

This contract is not a lease but a license to occupy a space in a University residence hall in connection with the Student’s pursuit of an education at the University or at the Lamar Institute of Technology (hereinafter “LIT”) and confers no residence rights on any person who is not enrolled and in good standing at one of these institutions. The license does not guarantee a particular room, residence hall or roommate choice. The Student’s residence rights may be revoked at any time due to: the failure to maintain enrollment as a student at LU/LIT, failure to meet academic requirements at LU/LIT, the imposition of disciplinary sanctions, or termination of the contract by the University for any reason, including but not limited to:

- the Student’s willful disregard of responsibilities and duties under this contract or for the rights of others;
- the creation of circumstances that could in the sole opinion of the University, jeopardize the safety or property of others; or
- judicial/disciplinary action by LU/LIT or by state or federal courts.

FIRST-YEAR HOUSING EXPECTATION: All Lamar University first-year, full-time students are required to live on campus. Lamar provides students with meaningful living-learning experiences and it is a time of significant transition for a first-year student. A full-time first-year student is defined as a student who has graduated from high school and have fewer

than 30 earned college credits. In accordance with the housing expectation, all first-year, full-time students are required to live in campus housing for the entirety of their first year unless they meet one of the following criteria to be *considered* for an exemption:

- (1) Reside with a parent in the **local Beaumont** area (Students that lived within a 30-mile radius from Lamar University during their senior year in high school and will continue to live with the same parent)
- (2) Married and/or have dependent children in residence
- (3) Earned 30 or more semester credit hours since high school graduation at an accredited college or university

The Housing Exemption Request can be found on the Housing and Residence Life website.

RESIDENCE LIFE INCENTIVE PROGRAM

Residence Life is offering a special incentive for Lamar University students in good standing living in university housing.

Current LU residents (2020-2021 academic year- Fall & Spring semesters) who sign a housing contract for the 2021-2022 academic year are eligible and will receive a \$400 housing credit for the 2021-2022 academic year (\$200 per semester).

Eligibility requirements: (1) residents must live in university housing for the entire academic year immediately prior to the academic year in which the housing credit is applied; (2) residents must have completed at least 30 credit hours at LU; (3) residents must have at least a 2.8 cumulative grade point average; (4) the resident’s account balance with the university must be current and (5) the resident must occupy a room in university housing when the credit is applied. Residents who have a university or academic scholarship or an athletic scholarship from LU are not eligible for the housing credit. The credit will only be applied to room rent in university housing. The credit **will not be applied** to meal plans, tuition, fees, books or other university charges nor will the

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resident receive the credit as cash or cash equivalents.

1. TERM AND OCCUPANCY PERIOD: The contract term is for both the fall semester and the spring semester of the 2021-2022 academic year. The occupancy period begins on the first official day of fall move-in and ends 24 hours after the student's last final exam of the spring semester. The contract terms and conditions apply either to the full occupancy period (fall and spring semesters), or if entered into after the start of an academic year, to the balance of the occupancy period beginning on the student's move-in day. Contracts for summer terms are separate. Contracts for graduating seniors shall end at 5 p.m. on the day following graduation day.

In accordance with the University's academic calendar, residence halls are closed at the end of each semester and during official University holidays and breaks at a time and date specified by the academic calendar and/or the Department of Housing and Residence Life ("HRL"). Students who are unable to leave campus during breaks may submit a break housing request on a space available basis. The student will be charged an additional fee and may be relocated during the break.

At the end of the contract term, HRL staff will enter the Student's housing assignment as the Student vacates the premises for inspection and cleaning purposes to prepare for the next occupant.

2. ELIGIBILITY FOR OCCUPANCY IN UNIVERSITY HOUSING: The Resident must be enrolled in at least 6 semester credit hours at LU/LIT or participating in the TALH program during their term of occupancy. Housing charges are based on a double occupancy basis and the Resident will share the space with the assigned roommate(s). Graduate residents may be assigned three to a suite. There are extra fees required for a private room (if space is available).

The Resident shall vacate university housing within 24 hours if they cease to be an enrolled student. Discontinued enrollment, for any reason, will not terminate the Student's responsibilities under this contract, nor will there be a refund of housing or meal plan charges during the period of discontinued enrollment, except as specified in the Cancellation section below.

3. MEAL PLANS: Students residing in university housing are required to purchase a meal plan. There are several plans from which to choose. The various meal plan options and costs are located on the HRL website. The costs shown are for one semester. Unused meals do not carry over from semester to semester. If unused, the balance of unused meals and leftover monetary balance is forfeited. If a student exceeds his/her meal plan – he/she can add to their existing plan.

4. DOWN PAYMENT: The Student must submit a \$150 down payment at the time of completing the contract. The down payment will be converted to a credit after the Student has occupied the assigned space. If the Student cancels within the first semester of occupancy, the down payment will be forfeited. HRL will not consider any housing contract that is not accompanied by full payment of the down payment.

5. PAYMENT: The Student agrees to pay to the University the rate established by the Board of Regents, Texas State University System for housing and the selected meal plan for the applicable term. Rates will be posted on the HRL webpage when they become available. Housing charges and meal plan charges are billed each semester and are subject to change without notice. Each semester's housing and meal plan charges will be due according to established University fee deadlines. All LIT residents must make payment either in full or in three (3) installments per semester per established University fee deadlines. Payment

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for housing and meal plan charges by all residents must be made at the LU Cashiers Office.

All other charges (damages/cleaning/late check-out etc.) must be paid in full upon notification of the charge. Failure to meet financial obligations to LU/LIT may result in any or all of the following non-inclusive sanctions: dismissal from the University, withholding of future registration privileges, withholding of official transcripts, withholding of the conferring of a degree; removal from housing, and/or barring readmission.

6. SPACE ASSIGNMENT: This contract is for space in the residence halls, not a specific hall, room or roommate.

- A. The University assigns roommates without regard to race, religion, sexual orientation, disability or natural origin.
- B. Assignment to a specific building, type of housing, room/apartment capacity, or a specific roommate is not guaranteed.
- C. The University does not permit registered sex offenders to live in university housing.
- D. The University reserves the right to make housing assignments and to require assignment changes when considered advisable or necessary by the University.

7. ASSIGNMENT PROCEDURES AND

PRIORITIES: First priority to university housing will be given to full time freshmen who are required to live on campus and second priority will be given to students who lived in university housing the previous contract term. New residents will be assigned according to the receipt date of their completed contract and application fee. The University will attempt to honor roommate requests when both students involved have identified each other as roommates. If a roommate does not claim his or her space, the Student may be assigned a

new roommate or be given the option to purchase the room as a private for an additional charge as determined by the University. Students in partially occupied units may be consolidated with another student within the assigned facility or a different housing facility.

8. SPECIAL ACCOMMODATIONS: HRL will consider requests for accommodations (including service animals) based on medical conditions and disabilities. The Student who requests accommodation can be more fully accommodated if the need is indicated on his/her housing application; the Student will also be required to work through the Disability Resource Center. Students who need accommodation to live on campus should complete the Request for Housing Disability Accommodation form located on the Residence Life website. For detailed information and a list of required documentation for housing and academic accommodations see the Disability Resource Center webpage.

9. UNIVERSITY RESPONSIBILITY: The University agrees to provide a space (room) in a habitable condition reasonably suitable for studying and sleeping. Except in cases of the resident's negligence, the University agrees to make necessary room repairs in a reasonable time after notification. The University agrees to provide garbage collection, hot and cold water in reasonable quantity, and electricity in sufficient quantity to heat/cool the facility according to the heating/cooling system of the residence hall. The University will not be responsible for disruptions in service that are beyond the University's control. In the event of utility or facility disruptions, housing charges will not be reimbursed.

10. STUDENT RESPONSIBILITY:

A. Use of Space: The assigned space is only to be occupied by the Student to whom the space is assigned. The Student may not sublet or assign the space, nor may the Student have long-term guests. Assigned units are for student residence purposes only. The student

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may not operate any “for profit or personal gain” enterprise from any part of university housing, including but not limited to, web-based or e-commerce businesses.

B. Alterations and Damages: The Student shall use reasonable diligence in care of the assigned space. The Student may not make any alterations or improvements to University property without the specific written consent of the HRL director. Prohibited alterations and improvements include but are not limited to: painting, wallpapering, drilling of holes, nailing, attaching of screws, installing antennas or phone/electrical outlets, defacing or otherwise altering the premises, of any walls, fixtures, appliances, or equipment owned by the University.

The Student agrees to pay for damage caused to University property as a result of negligence, carelessness, accident or abuse. Payment is due upon demand. If the identity of the person responsible for damages cannot be determined after investigation, the HRL director or his/her designee may prorate the cost to repair the damages and administrative fees among all of or any of the residents, as is deemed fair by the H&RL director/University. The Student who fails to pay for damages will be subject to the penalties in *Section 5. Payment*.

C. Incorporation of Rules and Regulations: The Student shall comply with all rules and regulations of the University. The rules and regulations include but are not limited to those contained in the University’s Comprehensive Catalog; Student Code of Conduct and Residence Life’s Rules, Regulations, and Policies as may be amended from time to time. Links to these documents are located on the Residence Life webpage.

D. Check-Out: The Student agrees to follow the check-out procedures (including room cleaning) provided in the housing guidelines posted on-line by HRL or available from Residence Life. Failure to check-out as

prescribed will result in a fee of \$100 in addition to cleaning and/or damage charges. The Student agrees to vacate the space within 24 hours if no longer enrolled. The Student will be charged until checked out of the facility.

E. Abandoned Property: Any property left in the space assigned to the Student after the Student vacates university housing may be handled, removed or disposed of at the risk and expense of the Student and the University shall in no event be responsible for any such property. The Student shall be liable for reasonable storage fees incurred and charged by the University for the storage of such property, but the University is under no obligation to provide storage. The University is not responsible for the loss of property. Items placed in storage will only be kept for a limited time and then discarded.

11. DAMAGES TO PERSONS OR PROPERTY: LU/LIT (including HRL) is not liable for damages or losses to person or property caused by other persons, theft, burglary, assault, vandalism, or other crimes or actionable offenses of any kind. Nor is the University liable for damages caused by fire, smoke, water, water leaks, rain, hail, ice, snow, flood, explosions, or interruption of utility services unless such damage is due to the negligence of the University. **The Student is strongly encouraged to secure insurance, at his or her expense to protect against loss from any of the above-mentioned occurrences.**

The Student agrees to hold harmless LU/LIT (including HRL), and all staff, employees, trustees, and successors from any claims or damages payable as a result of the negligence or acts of omissions or acts by the student or any other person in violation of this contract or University policy.

12. ROOM ENTRY: The University reserves the right to enter a Student’s assigned space/room/unit in cases of emergency and during regular business hours and at other times with advance notice, if possible to the

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Resident, for the following reasons: to conduct periodic maintenance, custodial, and safety checks; to perform necessary maintenance; when the University reasonably believes any person(s) occupying the room may be physically harmed or in danger; and when the University reasonably believes that University rules, regulations and/or policies are being violated; or to verify occupancy.

13. TERMINATION: The University may terminate this contract at its sole discretion, if the Student: (1) fails to pay for any charges when due; (2) fails to be enrolled at the University or at LIT; (3) fails to obey the terms of this contract, University policies, the rules, regulations and policies established by Residence Life, or the Student Code of Conduct. If the University terminates this contract, the University shall refund prepaid funds to the Student *pro rata*, minus administrative, judicial and other fees as determined, unless a University judicial and/or administrative process removes the Student from the facility or the University. In that case, the Student will receive no refund.

14. CANCELLATION: This is a legally binding agreement. Once submitted, the Student has until June 30, 2021 or three (3) business days after signing/submitted online, whichever is later, to cancel the contract without penalty. After that, the rules and dates below will apply. **All requests for cancellation must be submitted in writing to HRL. Requests for cancellation made to other offices will not be honored.** Requests will not be accepted without all required documentation attached.

A. Any student wishing to cancel their housing contract must submit a *Housing Contract Cancellation Request Form* (available online at the Housing and Residence Life webpage) or from Residence Life to the Director of Housing & Residence Life. Cancellation requests do not suspend or terminate the student's obligations under the Housing Contract until the request is officially approved by Housing & Residence Life.

B. Cancellation of Housing Prior to the First Day of Classes for the Academic Year. When the cancellation request is received after June 30th and prior to the first official move-in day for the academic year; the following will occur:

1. If the student has an approved contract on file and enrolls in classes at either LU or LIT during the term of the contract, the student will be held responsible for fulfilling the agreement, including full payment of room charges (including meal plan), and a space will be reserved for the student in a residence hall.
2. If a new student has an approved contract on file, but does not enroll in classes at either LU or LIT during the term of the contract, the agreement will be cancelled and room rent charges will be removed from the student's account, and the student will forfeit the application fee.
3. If a current resident student in university housing submits a new housing contract for the next academic year, but does not enroll in classes for the semester indicated in the application, the agreement will be cancelled, and the student will be charged a liquidated fee of \$500.

C. Cancellation of Housing During the Academic Year. Generally, once classes have begun, requests for cancellation are only considered for the following reasons:

1. Voluntary withdrawal from university housing after the student has officially withdrawn from the University and/or LIT with the appropriate written notification and approval as required by the University.
2. Marriage, after the contract term began and legal verification has been provided to Residence Life.
3. For reasons other than those listed, the student must be able to demonstrate that a significant, uncontrollable, and unforeseen change has occurred since the time that the contract was signed/submitted online, that now requires release from the agreement. Verifiable third-party documentation that supports the

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request must be provided at the time the request is made.

In the above cases, if cancellation is approved, the agreement will be cancelled and the **student will be charged on a *pro rata* basis for the time spent in university housing as well as 50% of the remaining charges for the remainder of the contract term. A student who files a request for cancellation after the eighth week of class of either the fall or spring semester will be charged for the entire semester plus 50 % of any additional semester/term** e.g. if a two semester agreement is cancelled in November, the student will be charged the full amount for the fall semester for housing and meals and the student will also be charged 50% of the total amount due for the spring semester. Any amount due the student for room charges (minus any outstanding balances remaining on the student's account) will be refunded to the student by the University Cashier's Office pursuant to policies established by that Office. Vacating the premises and/or non-occupation of the assigned space does not release the student from contractual obligations.

D. Cancellation of Housing for Special Circumstances. Students may also request cancellation of their housing contract in the following situations. In these cases, if approved, the students will be released from their housing agreement without being assessed a cancellation fee or penalty; however, the student will be charged for room rent and the meal plan on a *pro rata* basis for the time spent in university housing.

1. Graduation. A student will be released from the contract at the end of the fall semester if requirements for graduation have been completed and the Housing Contract Cancellation Request Form is received by Residence Life prior to November 15th of the fall semester.

2. University Approved Program. A student will be released from the contract for the period

of time the student is participating in a University approved study abroad program or other comparable University approved program that requires the student to leave Jefferson County (e.g. student teaching or an internship or similar program) and the Housing Contract Cancellation Request Form is received by Housing and Residence Life prior to departure from campus.

3. Active Military/National Guard. A student will be released from the contract if they are called to active military duty so long as the student submits a Housing Contract Cancellation Request Form and a copy of their military orders. The student must have been in the military/National Guard prior to signing the Housing Contract to be considered for release.

E. Cancellation of Housing due to No Show. In the event an enrolled student with an approved contract does not arrive to check into their on-campus assignment, the student will be held responsible for fulfilling the agreement, including full payment of room and meal plan charges and a space will be reserved for the student in residential housing.

15. ATTORNEY'S FEES

In the event the University is required to employ an attorney to enforce this Housing Contract and the payment of all amounts due pursuant to the contract, Student agrees to pay the reasonable attorney's fees incurred by the University.

16. MENINGITIS REQUIREMENT

Texas state law requires students who are new to the campus to have a meningitis immunization at least 10 days prior to enrollment. Evidence of being immunized against bacterial meningitis must be provided to the Admissions Department prior to receiving a residence hall assignment.

SIGNATURES

By signing and/or submitting this Housing Contract online, the student understands that

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he/she will be bound by the terms and conditions contained in this Agreement and in the documents that have been incorporated by reference. The student certifies that he/she is at least 18 years of age or the student's parent or legal guardian is signing below. A parent or guardian's signature does not give any additional contractual rights or allow a parent or guardian to receive any information protected by the Family Educational Rights and Privacy Act (FERPA).

Student Name (print):

Signature:

Student LU/LIT ID#: _____

Student's Date of Birth _____

Date: _____