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 an electronic approval through the online housing application portal.

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.

UNIVERSITY HOUSING POLICY: In support of the mission of the University and the value of on campus living, all first-year full-time students (those enrolled in 12 or more semester credit hours) are required to live in on-campus university housing. Exemptions may be granted for those students who (1) reside with a parent, guardian, or other adult relative in the local area; (2) are 21 years of age by the first day of class; (3) enroll only in evening or long distance classes; (4) are married or have dependent children; (5) have an approved medical exemption signed by a doctor; or (6) have earned 24 or more semester credit hours in residence at an accredited college or university.

1. TERM AND OCCUPANCY PERIOD: The contract term is for the Summer I or Summer II session. The occupancy period begins on the first official day of Summer I or Summer II move-in and ends 24 hours after the student’s last final exam of the Summer I or Summer II session. The contract terms and conditions apply either to the full occupancy period, or if entered into after the start of Summer I or Summer II, to the balance of the occupancy period beginning on the student’s move-in day. 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 Residence Life (“DRL”). 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, DRL 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 3 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). Three-person suite options are not available for the summer semester. 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. The costs shown are for one summer session. Unused meals and balances 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. Reapplication for meal plans must be made each semester. Reapplication for meal plans must be made each semester.

4. APPLICATION FEE: The Student is not required to submit the $150 application fee for the Summer I or Summer II sessions.

5. PAYMENT OF FEES: 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 DRL 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 in full per established University fee deadlines. Payment 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 freshman 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: DRL 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 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 DRL 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 DRL 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 of Fees.

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 DRL 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 DRL) 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 DRL), 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 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. The rules and dates below will apply. All requests for cancellation must be submitted in writing to DRL. Requests for cancellation made to other offices will not be honored. Requests will not be accepted without all required documentation attached.

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

A. Summer I Cancellation

When a completed Housing Contract
Cancellation Request Form is received by the Office of Residence Life prior to June 1, 2019 the contract will be cancelled without penalty. After June 1, students who remain enrolled in Summer I classes will be responsible for all Summer I charges. After June 1, students who are not enrolled in Summer I classes will be released from their housing and dining hall contracts without penalty.

B. Summer II Cancellation

When a completed Housing Contract Cancellation Request Form is received by the Office of Residence Life prior to July 1, 2019, the contract will be cancelled without penalty. After July 1, students who remain enrolled in Summer II classes will be responsible for all Summer II charges. After July 1, students who are not enrolled in Summer II classes will be released from their housing and dining hall contracts without penalty.

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 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: ___________