

## 2025-2026 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 60-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 (HRL) website.

**1. TERM AND OCCUPANCY PERIOD:** The contract term is for both the fall semester and the spring semester of the 2025-2026 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 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 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.

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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 their meal plan – their 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 website 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 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 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

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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 their 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 their 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 HRL website. For detailed information and a list of required documentation for housing and academic accommodations see the Disability Resource Center website.

**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 HRL director. Prohibited alterations and improvements include but are not limited to painting, wallpapering, altering mini binds, drilling of holes, nailing, attaching of screws, thumb tacks, 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 their designee may prorate the cost to repair the damages and administrative fees among all or any of the residents, as is deemed fair by the HRL director/University. The student who fails

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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 HRL Handbook. All policies and procedures are subject to be amended at any time with proper notifications. Links to these documents are located on the HRL website.

**D. Check-Out:** The student agrees to follow the check-out procedures provided by HRL. 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 their own 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 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 HRL, 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:** Housing contracts are legally binding agreements between a student and Lamar University. Once a student has electronically submitted a housing contract, the student is obligated to comply with the contract

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terms, including making all payments owed for the term of the contract. A student wishing to cancel a housing contract prior to the end of a contract period may request a cancellation according to the procedures set forth by HRL.

### EARLY CANCELLATION

**A. Cancellation within 3 days.** Any student may cancel a housing contract by submitting a *Housing Cancellation Request Form* in the Housing Portal within 3 calendar days of the date the contract was submitted. Students cancelling within 3 days of submission are released from the contract without penalty and entitled to a refund of any deposited amounts.

**B. Cancellation by June 30.** Any student may cancel a housing contract by submitting a *Housing Cancellation Request Form* in the Housing Portal no later than June 30 of the year the contract period begins. Students cancelling by the June 30 deadline are released from the contract without penalty and entitled to a refund of any deposited amounts.

### LATE CANCELLATION

In most circumstances, approved housing contracts are ineligible for cancellation after June 30 of the contract year. However, a late request to cancel a housing contract may be approved in certain circumstances described below. All late requests to cancel an approved housing contract must be made by submitting a *Housing Cancellation Request Form* in the Housing Portal along with any supporting documentation. ***Cancellation requests do not suspend or terminate the student's obligations under the housing contract until the request is approved by HRL.***

**A. Cancellation Prior to the First Move-in Day for the Academic Year.** Late cancellation requests received prior to the first official move-in day for the academic year, will only be granted if the student is **not** enrolled in classes at either LU or LIT at the time of the cancellation request. However, if the student

later enrolls in classes at either LU or LIT during the original contract term, the student will be held responsible for fulfilling the agreement.

**B. Cancellation of Housing During the Academic Year.** Generally, after the first official move-in date, requests for cancellation are only considered for the following reasons:

1. **Voluntary Withdrawal.** A student who voluntarily withdraws from LU and/or LIT may have their housing contract cancelled with the approval of the institution's administration. A student seeking to cancel a housing contract due to voluntary withdrawal must submit a *Housing Cancellation Request Form* and written documentation of the institution's approval of the housing cancellation from an authorized institutional representative.
2. **Marriage.** The student becomes married after the contract term began and provides legal verification of the marriage to HRL.
3. **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 Cancellation Request Form is received by HRL.
4. **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 (e.g., student teaching, internship or similar program) that requires the student to leave Jefferson County. Students seeking a release from a housing contract due to participation in a university-approved program must submit a *Housing Cancellation Request Form* to HRL prior to departure from campus.

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5. **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 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.

**C. Requests to Cancel Due to Extenuating Circumstances.** Late requests to cancel a housing contract due to extenuating circumstances will be considered by the Housing Cancellation Review Committee according to the procedures listed on the HRL website.

1. **Extenuating circumstances.** Students must demonstrate that a significant, uncontrollable, and unforeseen life change occurred after they entered the housing contract that now requires release from the agreement.

**CANCELLATION 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 they 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 they are 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:** \_\_\_\_\_