

STEPHEN F. AUSTIN STATE UNIVERSITY - RESIDENCE LIFE DEPARTMENT  
**2009-2010 HOUSING CONTRACT**  
*TERMS AND CONDITIONS*

- Campus Housing Policy:** This contract is made in consideration of the fact that the student will be accepted for admission to the university or will be enrolled in an approved university-sponsored program. All students who have completed fewer than 60 hours and are under 21 years old are required to live in university housing. Students will abide by all policies stated in the university General Bulletin, Student Handbook and the Community Guidelines Handbook. Registered sex offenders are not permitted to reside in campus housing.  
**Housing Terms:**
  - Units are defined as a resident room in a facility.
  - Meal plans (7/14, 7/20 or 210) are required in all residence halls except units with a full kitchen in Lumberjack Village B-unit, Garner and University Woods.
  - Housing charges are defined as room (if applicable) fees.
  - Breaks are defined as Thanksgiving, winter and spring break.
- Fees and Payments:** All Housing charges are established each year by the university Board of Regents. All fees may be paid in full or in three (3) installment payments as established by the university.
  - Contract Break Fee: \$250.00
  - Fee payment is made in the Business Office.
- Period of Contract:** This contract is for the period stated above. The contract period for students moving on campus after the beginning of the contract period will be for the remainder of the above stated contract period. All residents remaining on campus between contract periods are covered under the contract terms and conditions of the previous contract signed.
- Housing Deposit:** All new applicants for university housing are required to submit a \$50 deposit with the application. An additional \$50 deposit to confirm the assignment must be submitted with this signed contract by the confirmation deadline date stated below. Contract renewals do not require an additional \$50 deposit. The \$100 deposit must remain on file as long as the student resides on campus. Refer to Cancellation Provisions (section 18) for refund deadlines. Failure to meet this deadline may result in a change in assignment of facility but will maintain a reservation of a space on campus.
- Changes in Assignment:** This agreement is a license to occupy space and is not a guarantee for a particular residence hall, room, apartment or roommate. The Residence Life Director reserves the right to assign and reassign housing spaces, including temporary housing, when such action is deemed necessary for the benefit of the individual student, the group or the university. Students may change unit assignments only with the approval of a Residence Life official. Any student whose actions are found to be detrimental to the welfare of the student living group may be required to move into another unit or be removed from the housing and/or may be subject to disciplinary action. The Residence Life Department reserves the right to consolidate any student who, for whatever reason, is left without a roommate after the priority sign-up process for the upcoming semester.
- Non-Transferable:** The student agrees not to sell, sublease or assign this contract to anyone.
- Assignment Policy:** No person shall, on the basis of race, color, religion, sex, age, national origin, familial status, disability or veteran status, be subjected to discrimination or be excluded from participation in or denied the benefits of employment or any educational program or activity operated by Stephen F. Austin State University. SFA is an Equal Opportunity Provider.  
  
First priority of housing assignment is given to residents who have resided in university housing the preceding long semester. Second priority is given to new applicants based on the date that the Housing Application is received and the date they are admitted to the university. Students who are accepted late, apply for housing late, fail to sign their contract by the deadline date, or have been suspended and readmitted late, may not receive a permanent assignment until the first day of class. All applicants must be eligible to live on campus before an assignment will be made.

- Special Accommodations:** Students who require special accommodations in a housing facility are requested to submit their individual needs on the Residence Life website under the Housing Accommodations Request Form, or it may be mailed upon request. Completion of the form is requested for the purpose of providing reasonable housing accommodations for students with documented disabilities. Students must provide professional documentation of their disability in addition to the Housing Accommodations Request Form in order to be eligible for special accommodations. The Residence Life Department will consult with the Disability Services Department and/or the Housing Accommodations Assessment Committee regarding documentation of a disability and provision of accommodations. Alternate forms of this material are available upon request.
- Conditions of Occupancy:** Completion of any portion of the check-in procedure (i.e. accepting of key, placing personal belongings in housing, completing an inventory sheet, etc.) shall constitute occupancy. A student assumes responsibility for the condition of the unit upon occupancy. Housing reservations will not be held beyond the first day of classes unless the student notifies the Residence Life Department in writing of the student's intention to occupy the space at a later date. No credit will be given for the period the space is held unoccupied. All residents must remain enrolled in classes each semester to remain eligible to reside in campus housing unless specified below. Residents who do not enroll in classes will be required to vacate immediately. Students enrolled for eight hours or less may live off campus if they apply for an off-campus permit; see Cancellation Provisions (Section 18). Residents are responsible for payment for the entire contract period.  
  
Residence Halls (except University Woods and Garner) are closed during official university holidays and between semesters.
- Furnishings:** Any furniture or appliances provided by the university may not be removed from the unit or common areas. No additional locks, appliances or furnishings may be attached to the housing property.
- Entry to Student Rooms:** Authorized representatives of the university reserve the right to enter any space on campus at any time for the purpose of inspection, maintenance or reasons listed in the Community Guidelines.
- Damages:** The student shall be responsible for all damage to university property during the term of occupancy. University property includes but is not limited to units, lobbies, porches, furniture and any other university property. This includes the window, screen and both sides of the front door. All existing damage to the unit must be documented on the Inventory Sheet at check-in.
- Private Rooms (excluding Lodge and Village):** Private rooms are available, when space permits, for an additional fee.
- Consolidation:** If a vacancy occurs during the year, the student agrees to accept another roommate or move into another unit as requested by a Residence Life Official. The Residence Life Department reserves the right to consolidate any student who, for whatever reason, is left without a roommate or after the priority sign-up process for the upcoming semester.
- Property Loss:** Students shall be responsible for the security of their own property. The university is not responsible for any damage to a unit or personal effects as a result of theft, vandalism, fire or maintenance failure. The university strongly recommends that students insure coverage of all personal belongings. The student agrees that any personal effects, valuables or other property of the student left in the facility, after the student vacates the facility, shall be abandoned property and will be removed by the university. This property may be disposed of through sales, donation or in such a manner as the university, at its sole discretion, may determine.
- Refund Provision:** Semester Housing charges do not cover holiday periods when the university is not in session (except in Garner and University Woods). Unit charges will be prorated through the official date of checkout, and meal plan charges

Detach and return bottom portion to SFA.

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**2009-2010 HOUSING CONTRACT**  
**STEPHEN F. AUSTIN STATE UNIVERSITY**  
**RESIDENCE LIFE DEPARTMENT**

Return contract and \$50 confirmation deposit on or before: July 20, 2009

9 Month Contract (Fall/Spring) August 27, 2009 to May 15, 2010

Failure to return by this date may result in a change of assignment but will maintain a space on campus if required to live on campus.

**Students and their parents or guardians are urged to carefully read the contents of this Housing Contract. When the contract is signed, it becomes a binding agreement - a contract between the student and the university.**

*My signature below indicates that I have read, understand and agree to the terms and conditions stated in this contract.*

Name \_\_\_\_\_ I.D. Number \_\_\_\_\_  
(please print full name)

Home Address \_\_\_\_\_  
Street (Route or Box) \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Cell Phone (\_\_\_\_\_) \_\_\_\_\_

\_\_\_\_\_  
Student Signature \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
Director of Residence Life, Stephen F. Austin State University \_\_\_\_\_  
Signature of Parent, Guardian or other Guarantor (if under 18)

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For credit card payment, please complete the information below and return by mail.

MC  Visa  Discover  AMEX

Exp. Date: \_\_\_\_\_ Amount: \$ \_\_\_\_\_

Name of Student: \_\_\_\_\_

Name on Card: \_\_\_\_\_

Card Number:

V-Code:  (last three digits found on back of the credit card, or four digits found on front of AMEX)

Cardholder's Signature: \_\_\_\_\_

(if applicable) will be prorated through the end of the week of the official date of checkout. No Housing refunds will be made for checkouts occurring during the last two weeks of a semester. No refunds will be made for missed meals, special diets, religious activities, employment, class conflicts or any mechanical, maintenance or heating/air conditioning malfunctions. Students withdrawing from the university can expedite their refund process by following the proper checkout procedure.

**Housing deposits, less any amount owed to the university, are returned to students who (a) graduate, (b) are withdrawn from or denied admission to the university due to scholastic deficiencies or (c) meet criteria for cancellation (see Section 18). Housing deposits will be credited to the student's university tuition/fee account within 4-6 weeks. Refunds will be issued for any credit balance remaining on the tuition/fee account after the deposit is applied.**

- Vacating:** Any student who checks out during the contract period should reference section 18 for Cancellation Provisions. All such withdrawals must be preapproved by the Residence Life Department. Students withdrawing from the university prior to the end of the semester must vacate their unit prior to completing the withdrawal process. When a student changes units or moves out of any facility, all units will be inspected by a Residence Life Official for damages and cleanliness, as stated in the checkout policy. Housing charges continue until the student is officially checked out by the Residence Life Official or other authorized university representative and all keys are returned. Unless the housing contract states otherwise, unit charges will be prorated through the official date of checkout. Failure to abide by proper checkout procedures will result in forfeiture of deposit plus any additional charges.

Students may be required to vacate the facility within 12 hours of their last final exam unless the exam is on the last day of scheduled exams, in which case students must vacate by 2 p.m. on last day of the contract period.

- Cancellation Provisions:** All cancellations of housing applications or contracts must be made on mySFA.

**A. Cancellation of Contract Prior to Contract Period** - If the student is not returning to Stephen F. Austin State University, this contract may be terminated on the Residence Life website or in writing to the Residence Life Department no later than July 1 for the fall semester; December 20 for the spring semester; or May 20 for summer I and summer II. Any applicant failing to cancel by the above dates who enrolls at Stephen F. Austin State University will be subject to the provisions for Termination of Contract During Contract Period. If cancellation is made after the appropriate deadline, the entire housing deposit is forfeited. Students applying for housing after the cancellation deadlines will forfeit the entire deposit if they fail to cancel their reservation in writing prior to the opening of Housing Facilities. The entire deposit is also forfeited if the housing facility is occupied for less than the full semester or summer term.

Cancellation made after the appropriate deadline -- the applicant fails to occupy the space prior to the first class day of the contract period, or prior communication has not been received by the Residence Life Department -- will result in a cancellation of the contract by the university and forfeiture of the housing deposit. If a resident does not meet the criteria to live off-campus, then he or she will be charged room and board at the lowest rate available.

**B. Termination of Contract during Contract Period** - Students may cancel this contract according to the following provisions and charges:

- Withdrawal from the university during the contract period. Forfeit deposit; pay any damage fees; unit charges will be prorated through the official date of checkout; and pay a Contract Break Fee as stated in Section 2.
- Receive authorization to move off campus during the semester. Forfeit deposit; pay any damage fees; unit charges will be prorated through the official date of checkout; and pay a Contract Break Fee as stated in Section 2.
- Apply for an off-campus permit or meet eligibility requirements, for the spring semester before December 20, and receive the permit prior to the 12th class day in the spring. Student must move out of housing at the end of the fall semester. Refund deposit; pay any damage fees and housing charges through the end of the fall semester.
- Receive authorization to move out during contract period. Forfeit deposit; pay any damage fees; unit charges will be prorated through the official date of checkout; and pay a Contract Break Fee as stated in Section 2.
- Fail to remove all belongings in December and do not reside on campus for the spring semester. Forfeit deposit; pay any damage fees; unit charges will be prorated through the official date of checkout; and pay a Contract Break

Fee as stated in Section 2. If all belongings are removed the day that the facility opens in spring, a Contract Break Fee will not be assessed.

- Move off campus without an off-campus permit during the contract period. Forfeit deposit; pay any damage fees; and unit charges will remain on student's account until the student has an approved off-campus permit or withdraws from the university.
- Graduation at the end of the fall semester during the contract period. Pay any damage fees and unit charges through the semester of graduation. Deposit will be refunded if the student completes cancellation form on mySFA.
- Disciplinary suspension from Residence Life or the university. Forfeit deposit (unless notification is sent to the Residence Life Department prior to cancellation deadlines); pay damage fees; and unit charges will be prorated through the official date of checkout.
- The university may cancel this contract if the student fails to meet the full terms and conditions stated herein, fails to maintain student status, fails to pay charges, or violates university or community regulations as stated in the Student Handbook, General Bulletin, and Community Guidelines, which are made a part of this contract by this reference. Cancellation of the contract for the above reasons may result in the student being required to move upon 24-hours notice. The student will forfeit the deposit and pay damage fees and unit charges will be prorated through the official date of checkout.
- The university may cancel this contract if the student is placed on academic suspension. The student will be notified, and the housing deposit will be refunded after the last day to register for the semester, less any prior deductions. If admission is granted at a later date, the student must reapply for housing unless he/she meets the criteria and receives an off-campus permit.
- Failure to enroll for classes. Forfeit deposit; pay any damage fees and unit charges will be prorated through the official date of checkout; and pay a Contract Break Fee as stated in Section 2.
- Receive authorization to move off campus between the fall and spring semesters after the December 20 cancellation date. Forfeit deposit; pay any damage fees and unit charges will be prorated through the official date of checkout; and pay a Contract Break Fee as stated in Section 2.
- Meal plan charges (if applicable) will be prorated through the end of the week of the official check out date.

**19. Binding Contract:** This contract is a binding commitment for the entire contract period. The student shall be responsible for the full amount of charges accumulated for the contract period. If payment is not made, the student will not be allowed to register for any succeeding academic period and will not be allowed to receive a university transcript. As mandated by the SFA Board of Regents, any unpaid balance will be turned over for collection to a collection agency. The fee charged by the collection agency will be added to the student's account. This contract creates a license for the use of university-owned facilities by students who reside in university housing. No landlord/tenant relationship shall be construed between the university and its students.

**20. Time of Essence:** Time is of the essence in the satisfaction of all terms of the agreements contracted in this contract.

**21. Addresses for Correspondence:**

**Correspondence** - All correspondence required by this contract or otherwise relating to matters contained in this contract from the student to the Residence Life Department shall be submitted online through mySFA or email housing@sfasu.edu, phone (936) 468-2601 or fax (936) 468-2074.

**22. Entire Contract. No Modifications:** This contract embodies the whole agreement of the parties. There are no provisos, terms, conditions or obligations other than those contained herein, and this contract shall supersede all previous communications, representations or agreements, either verbal or written, between the parties hereto. None of the parties has any authority to waive, alter or enlarge this contract.

**23. Severability:** If any section of this contract is ruled illegal or invalid, such ruling shall not affect the validity or enforceability of the remainder of the provisions of the contract.

**24. Relationship of Parties:** This contract creates a license for the use of university-owned facilities by students who reside in university housing. No landlord/tenant relationship shall be construed between the university and its students. The Residence Life Director and the student have read and accepted every provision of this contract. In witness whereof the parties have executed this contract.

**RESIDENCE LIFE DEPARTMENT  
HOUSING CONTRACT**

(Complete Reverse Side - PLEASE PRINT)

**INSTRUCTIONS TO STUDENT**

- Print all of the information requested on the front of the card and sign the contract.
- Detach the bottom section of this contract and keep the top part for your records.
- Return the signed contract (bottom portion only) and the \$50 confirmation deposit to the following address:

Accounts Receivable  
P. O. Box 13053, SFA Station  
Nacogdoches, Texas 75962-3053

ACCOUNTS RECEIVABLE OFFICE USE ONLY	RESIDENCE LIFE OFFICE USE ONLY
_____ Check      Date Received	Date Received _____
_____ Cash	Date Entered _____
_____ VISA/MC/DISC/AMEX	Staff Initials _____