

STEPHEN F. AUSTIN STATE UNIVERSITY
CAMPUS LIVING AND DINING

2023-2024 RESIDENCE HALL CONTRACT
TERMS AND CONDITIONS

Nine-month Contract (Fall/Spring)
Summer - Only Contract

August 25, 2023 – May 11, 2024
May 12, 2024 – August 10, 2024

1. **Campus Residence Hall 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 less than 60 earned hours and are under 21 years of age are required to live in university residence halls or receive an off-campus permit. Students are not required to live on campus during summer semesters. Residence hall spaces are not provided for families. Available space is determined by Residence Life (Campus Living and Dining Department). Students will abide by all policies stated in the university General Bulletin, Student Handbook and the Community Guidelines. Admission to the university does not guarantee a residence hall assignment, and submitting a request does not guarantee a space will be available. The university reserves the right, at its discretion, to determine that the interests of the university, the student, and/or other students would be best served by alteration or cancellation of the Residence Hall Contract. If the university becomes aware that a 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 the living/learning environment, the university may not accept or may immediately terminate the contract. Registered sex offenders are not permitted to reside in campus residence halls.

Residence Life Terms:

- Units are defined as a resident(s) room in a facility.
 - Residential meal plans are required in all residence halls except units with a full kitchen. If you do not select a meal plan before the start of the semester, you will be assigned a default meal plan.
 - Residence hall charges are defined as room fees.
 - All residents will be automatically assigned a mailbox in the student center and are responsible for the nominal rental fee each semester
 - Breaks are defined as Thanksgiving, winter, and spring break.
2. **Fees and Payment:** All residence hall charges are for the academic year and do not include early arrival days, semester break or extended stays. All fees must be paid in full by the deadlines established by the university. Damage charges are determined by Residence Life.
- Contract Break Fee: \$250 for terminating this contract as described in Section 17.
 - Fee payment is made by the appropriate due date as set by Student Business Services.
 - Failure to pay the student account bill or any monies due and owing Stephen F. Austin State University by the scheduled due date, Stephen F. Austin State University will result in a financial hold on the student account, preventing registration for classes, requesting a transcript or renewing the housing contract.
3. **Period of Contract:** This contract is for the period stated above. The contract period for students moving on campus before or 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 signed contract.
4. **Residence Hall Deposit:** All new applicants for university residence halls are required to submit a \$100 residence hall deposit with the application. The \$100 deposit must remain on file as long as the student resides on campus. Refer to the Cancellation Provisions (Section 17) for refund deadlines.
5. **Changes in Assignment:** This agreement is a license to occupy a space and is not a guarantee of a particular facility, room or roommate. Residence Life administrators reserve the right to assign and reassign residence hall spaces, including temporary residence hall space, 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, as determined by Residence Life, may be required to move into another unit, be removed from the residence halls, and/or may be subject to disciplinary action. If a vacancy occurs during the year, the student agrees to accept another roommate or move into another unit as requested by the Residence Life official. Residence Life reserves the right to consolidate rooms of any student who, for whatever reason, is left without a roommate. Students who fail to abide by the consolidation process will be billed the additional charge for a private room.
6. **Use of Space:** Rooms are for student residence purposes only, and use of facility for any commercial purpose whatsoever is strictly prohibited. Students may not operate any "for profit or personal gain" enterprise from any part of university residence halls, including, but not limited to, Web-based or e-commerce businesses. The student agrees not to sell, sublease, or assign this contract to anyone.
7. **Assignment Policy:** No person shall, on the basis of race, color, religion, national origin, sex, age, disability, genetic information, citizenship, veteran status, sexual orientation, gender identity, or gender expression be subject to unlawful discrimination or be unlawfully 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-year students living on campus will select an assignment to facilities designated for first-year students as space is available. All other incoming students will select a room in a non-first-year or first-year and upper-level blended facility. Priority for new students is based on the date the residence hall application, contract, and deposit are received and the date the students are admitted to the university. Students who are admitted late, apply for housing late, submit their deposit late, register after Aug. 8, or have been suspended and readmitted, may not receive a permanent assignment until the first day of class. Students who have not registered by Aug. 8 may have their initial residence hall assignment dropped and select another space at a later date. All applicants must be eligible to live on campus before they are able to select a room assignment.

8. **Special Accommodations:** Students who require special accommodations in a residence hall facility may request a Special Accommodations Request Form online through the Special Accommodations Request Form from the Disability Services website. Completion of the form is requested for the purpose of providing reasonable residence hall accommodations for students with documented permanent disabilities. A student must provide professional documentation of his or her disability in addition to the Special Accommodations Request Form in order to be eligible for special accommodations. Disability Services will consult with Residence Life regarding documentation of a disability and provisions of accommodations. Alternate forms of this material are available upon request.
9. **Conditions of Occupancy:** Completion of any portion of the check-in procedure (i.e. accepting of key, placing personal belongings in residence halls, completing an inventory sheet, etc.) shall constitute occupancy. A student assumes responsibility for the condition of the unit upon occupancy. Residence hall reservations will not be held beyond 6 p.m. the night before classes begin unless the student notifies Residence Life 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. Non-occupancy of residence hall space does not terminate any contractual obligation. Registered students who do not check into their assigned room and who do not notify Residence Life in writing by the first class day may lose their preference to the space assigned to them, but will still be responsible for room charges if required to reside on campus. All housing residents must remain enrolled in classes each semester to remain eligible to

reside in campus housing. Students enrolled for eight hours or less may live off campus if they are granted an off-campus permit; see Cancellation Provisions (Section 17). Residents are responsible for payment of entire contract period. Some residence halls are closed during official university holidays and between semesters.

10. **Furnishings:** Any furniture or appliances furnished by the university may not be removed from the unit or common areas. No additional door locks, appliances or furnishings may be attached to Residence Life property.
11. **Temporary Assignments:** At the beginning of each semester, housing capacity may be expanded through the assignment of students to study rooms or recreational rooms, or by adding additional beds to traditional rooms. New students assigned to permanent spaces as well as returning students should be prepared to be assigned an additional roommate and may not know until their arrival that a temporary assignment has been made to their room. Temporary assignment spaces are used until a permanent assignment becomes available, which, although unlikely, may be the entire semester. Students receiving a temporary assignment may not request termination of their contract for that reason and must accept a permanent assignment when offered.
12. **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 or maintenance, or for reasons listed in Community Guidelines.
13. **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, rooms, 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 by students and staff at check-in.
14. **Private Rooms** (excluding Lodge and Village building 1 and 3): Private rooms may be available, when space permits, for an additional fee on a semester basis only.
15. **Property Loss:** The student shall be responsible for the security of his or her own property. The university is not responsible for any damage to the unit or personal effects as a result of theft, vandalism, fire or maintenance failure. **The university strongly recommends that students obtain insurance 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/checks out of the facility shall be abandoned property and will be removed by the university. The student may be billed for the removal and/or storage of the property. This property may be disposed of through sales, donation, or in such a manner as the university, at its sole discretion, may determine.
16. **Vacating:** Any student who checks out during the contract period should refer to Section 17 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 his or her 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. Residence hall 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 residence hall 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, including the break contract fee.

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 the date the building closes for the semester.

17. **Cancellation Provisions:** All cancellations of residence hall applications or contracts must be made through Residence Life Services 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 through the student's mySFA account no later than June 1 for the fall semester, Dec. 20 for the spring semester or May 1 for any summer session. Any applicant enrolled at Stephen F. Austin State University who fails to cancel by the above dates will be subject to the provisions for Termination of Contract during Contract Period. If cancellation is made after the appropriate deadline, the entire residence hall 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 beginning of the contract period. The entire deposit also is forfeited if the residence hall facility is occupied for less than the full semester or summer term.

If cancellation is made after the appropriate deadline, or if the applicant fails to occupy the space by 6 p.m. the night before classes begin of the contract period and prior communication has not been received by Residence Life it will result in a cancellation of the contract by the university and forfeiture of the residence hall deposit. If a resident does not meet the criteria to live off campus, he or she will be charged the lowest room rate available.
 - B. **Termination of Contract during Contract Period** – Students may cancel this contract according to the following provisions and charges.
 1. Withdraw from the university during the contract period: Forfeit deposit; pay any damage fees, unit charges (prorated through the official date of checkout) and a Contract Break Fee (stated in Section 2).
 2. Receive authorization to move out during contract period: Forfeit deposit; pay any damage fees, unit charges (prorated through the official date of checkout) and a Contract Break Fee (stated in Section 2).
 3. Apply for an off-campus permit (before Dec. 20): Meet eligibility requirements (for the spring semester) and complete the permit prior to the first class day in the spring. Student must move out of the residence hall at the end of the fall semester and pay any damage fees and residence hall charges through the end of the fall semester. Deposit is refunded.
 4. Failure to remove all belongings in December if not residing on campus for the spring semester: Forfeit deposit, pay any damage fees, unit charges (prorated through the official date of checkout) and a Contract Break Fee (stated in Section 2). If all belongings are removed the day the facility opens in the spring, a Contract Break Fee will not be assessed.
 5. Move off campus without an off-campus permit during the contract period: Forfeit deposit and pay any damage fees. Unit charges will remain on student's account until the student has an approved off-campus permit for the current semester or withdraws from the university.
 6. Graduate 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 on or before the designated date listed in this contract.
 - C. **Termination of Contract during Contract Period by University** – The university may cancel this contract according to the following provisions and charges listed below. No Contract Break Fee will be assessed unless specified. Meal plan charges (if applicable) will be prorated through the end of the week of the official check-out date.
 1. Disciplinary suspension from Residence Life or the university: Forfeit deposit (unless notification to Residence Life prior to cancellation deadlines); pay damage fees and room charges through the end of the semester.
 2. Failure to meet the full terms and conditions stated herein, failure to maintain student status, failure to pay charges, or violation of university or community regulations as stated in the Student Handbook, General Bulletin, Community Guidelines or university policy manual, which are made 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 prorated through the official date of checkout.

3. **Academic suspension of student:** The student will be notified and the residence hall 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.
 4. **Residence Life reserves the right to terminate this contract at any time for any reason deemed in the best interest of the university and the department.** The student would then be required to vacate university facilities immediately.
18. **Refund Provision:** Unit charges will be prorated through the official date of checkout and meal plan charges (if applicable) will be prorated through the end of the week of the official date of checkout. No residence hall fee 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, employment, class conflicts, or any mechanical, maintenance, heating/air conditioning malfunctions. Students withdrawing from the university can expedite their refund process by following the proper checkout procedure. Semester residence hall charges do not cover holiday periods when the university is not in session.

Residence hall deposits, less any amount owed to the university, are returned to students (a) who graduate, (b) who are withdrawn from or denied admission by the university due to scholastic deficiencies, or (c) as specified in Section 17. Residence hall deposits will be credited to the student's university tuition/fee account within four to six weeks after cancellation or after the end of the semester. Refunds will be issued for any credit balance remaining on the tuition/fee account after the deposit is applied.

19. **Appeals:** Students may appeal housing charges in writing by sending an email to reslife@sfasu.edu.
20. **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.
21. **Time of Essence:** Time is of the essence in the satisfaction of all terms of the agreements contracted in this contract.
22. **Addresses for Correspondence:** All correspondence required by this contract or otherwise related to matters contained in this contract from the student to Residence Life shall be submitted online through mySFA, by email to reslife@sfasu.edu, or by fax to (936) 468-2074. Answers are available by phone at (936) 468-2601.
23. **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.
24. **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.
25. **Changes to Contract:** The university reserves the right to make additional rules and regulations. Residence Life agrees to make every reasonable effort to inform resident students of any regulation changes or pertinent policy information.
26. **Relationship of Parties:** This contract creates a license for the use of university-owned facilities by students who reside in the university residence halls. No landlord/tenant relationship shall be construed between the university and its students.
27. **Visitation:** Residents are allowed no more than two additional people in a room or suite at any given time. In addition, all roommates or suitemates must agree to this visitation policy before they are allowed to have guests visit.
28. **Housing Health and Safety Procedures:** In the event of pandemic, epidemic, viral outbreak, health crisis, or other emergency ("Emergency"), University may, at its sole discretion, implement new or modified health and safety procedures in order to protect the health and safety of the University community. In the event of Emergency, Student agrees to adhere to all such procedures and related directives from University when residing on University's campus, including all check out procedures that may be issued from the University.

Residence Life staff and the student (and parent, guardian or other guarantor, if the student is under 18 years of age) have read and accepted every provision of this contract. In witness whereof the parties have caused this contract to be duly executed intending to be bound thereby.

Residence Hall Contract Addendum - Minor Students in Residence

(Minor: a person under 18 years of age on the date they move into the university residence halls)

The purpose of this Addendum is to acknowledge and make certain that all minor students and their parent/guardian have a clear understanding of the implications of having a minor student live on campus at Stephen F. Austin State University. It is important that all involved parties have a shared understanding of how the University views the presence of minor students in the residence halls, and how the staff will approach certain issues, should they arise, in this adult environment. As such, this Addendum must be signed and received by Residence Life before the student will be allowed to move on campus.

First, it is our expectation that both the student and their parent or guardian understand that the student will be living in an environment that is designed for adult students. The staff, therefore, will not be assuming the role of substitute parents to minor students, nor will they monitor minor students' behavior or view their choices differently than they would those of students aged 18 years and older.

Secondly, Residence Life expects that the student and their parent or guardian have had a discussion of the realities and potential risks of living away from home in an adult environment, and that they have determined that the student has the maturity to live and function in this setting. We also expect that the student is empowered and capable of making day-to-day academic and life-style decisions and choices on their own. This is extremely important, as the student will be held accountable for their actions. Both the parents or guardians and minor student understand that the student will be subject to and expected to comply with the same university or community regulations (including the Student Handbook, General Bulletin, Community Guidelines or university policy manual) as students who are 18 and over.

Finally, parents/guardians must understand that the Family Educational Rights and Privacy Act (FERPA) prohibits the University, with limited exceptions, from communicating with third parties (including a parent/guardian) about a university student unless they have received the student's written consent to do so. Without written consent, all communications about the minor student's performance, including academic and behavioral performance, will occur with the student directly. Moreover, a critical component of Residence Life's educational mission is to work directly with students to prepare them for successful lives and prosperous careers. When primary communications occur between the University and a parent/guardian, as opposed to between the University and student, these goals are compromised.

NOTE: If the student is an emancipated minor, the student may sign and submit this addendum without the signature of a parent/guardian, but a copy of the court documents that corroborate their emancipated status must be attached or already on file with Residence Life.