

STEPHEN F. AUSTIN STATE UNIVERSITY
RESIDENCE LIFE DEPARTMENT

2021-2022 RESIDENCE HALL CONTRACT
TERMS AND CONDITIONS

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

August 20, 2021 – May 7, 2022
May 8, 2022 – August 6, 2022

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 the Residence Life 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.
 - Residence hall charges are defined as room fees.
 - Breaks are defined as Thanksgiving, winter, and spring break.
2. **Fees and Payment:** All residence hall charges are established by the Board of Regents. All fees may be paid in full or in three (3) installment payments as established by the university. Damage charges are determined by the Department of 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 the Business Office.
 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. The Residence Life director reserves 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 the Department of 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. The Residence Life Department 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 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. 9, 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. 9 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 by mail, or may access and submit online the Special Accommodations Request Form from the Residence Life 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. The Residence Life Department will consult with the Disability Services Department and/or the Residence Life Accommodations Assessment Committee 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 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. 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 the Residence Life Department 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. 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 Department of 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 are 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 the Residence Life Department, 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. Fail 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 Department or the university: Forfeit deposit (unless notification to the Residence Life Department 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. The Department of 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 the Residence Life Department 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. The Residence Life Department 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:** In addition to current visitation guidelines regarding curfew, visitation privileges have been amended to allow no more than two additional people in a room or suite at any given time. In addition, both roommates have to agree to this visitation policy before they are allowed to have guests visit.
28. **Housing COVID-19 Health and Safety Procedures:** In response to the COVID-19 pandemic, Stephen F. Austin State University ("University") has modified its normal campus operating procedures to protect the health and safety of the University community. In accordance with Student's agreement to abide by all applicable law and all University policies and procedures, Student shall comply with the following requirements, as implemented and directed by University, when residing in any University Housing facility.
- A. Compliance with Federal Guidelines Concerning Residing on Campus.** The U.S. Centers for Disease Control and Prevention ("CDC") and the Texas State Department of Health, has provided guidance concerning prevention measures to be implemented in light of the COVID-19 pandemic. University requires Student to comply with all guidance set forth by the CDC, including but not limited to social distancing and maintaining proper hygiene practices. Current CDC guidance includes, but is not limited to:
1. Face coverings that cover your nose and mouth are required to be worn by all individuals on the SFA campus in all indoor public areas, including elevators, hallways, and common spaces.
 2. Using best efforts to maintain a physical distance of at least six feet between individuals in common areas.
 3. In addition to existing visitation policies, the limit to the number of guests per occupant is one (1) individual.
 4. Washing hands frequently with soap and water for at least 20 seconds.
 5. Using hand sanitizer with at least 60% alcohol if soap and water are not available.
 6. Cleaning and disinfecting frequently touched objects and surfaces within Student living space, such as workstations, keyboards, telephones, private restrooms and doorknobs.
 7. Avoiding use of other persons' phones, computers, books, or other personal items.
 8. Ensuring persons who are sick stay home until CDC criteria for return are met. Also ensuring that persons who are in close contact with someone who is sick also stay home until CDC guidelines are met.
- B. Notification to University in Event of Positive COVID-19 Case.** In the event that Student (a) tests positive for COVID-19, or (b) has been in close contact with someone that tests positive for COVID-19, then Student shall immediately notify University officials, self-isolate until CDC guidelines for recovery are met, and assist University in identifying any other persons on the University campus who may have come in contact with Student. If Student is required to self-isolate due to possible COVID-19 exposure or a positive test, Student may be asked to temporarily vacate their current housing location and move to a different location to complete self-isolation until the Student meets the CDC guidelines for return.
- If Student believes they have been infected with COVID-19 or is exhibiting symptoms of COVID-19, they are urged to contact the Health Clinic at 936-468-4008 to speak with a nurse. For guidance on symptoms associated with COVID-19, Student is referred to <https://www.cdc.gov/coronavirus/2019-ncov/symptoms-testing/symptoms.html>.
- C. Compliance with Further Guidelines.** Due to the changing nature of the COVID-19 pandemic, Student shall comply with further CDC and other federal, state, and local directives; modifications to University operating procedures; and directives of University relating to protection of the health and safety of the University community, including but not limited to any University procedures instituted for move out of residences halls enacted in the event residence halls are closed for some period of time as a result of COVID-19.

The director of Residence Life 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.