



UNIVERSITY of HOUSTON



Residence Halls Service Agreement

This Agreement is entered into between the University of Houston, hereinafter referred to as the "University," and Name: Address: Phone: hereinafter referred to as "Student" for the period noted.

Please Check Appropriate Box(s): Residency for Academic Term(s): Academic Year Spring Semester Summer Semester (check all that apply) Session I Session II Session I-IV Session IV Room Assignment made based on date Agreement received by UH Housing Services.

University agrees to provide a space in University-Operated Residence Halls (Moody Towers, Quadrangle, and Cougar Place) during the designated academic period indicated above.

Residing in University-Operated Residence Halls is considered a fundamental part of Student's education, therefore such residency is only a license to occupy and use the residence space assigned Student for limited purposes and is not a lease of University property.

University reserves the right, at its sole discretion to determine if any past behavior, conduct, or activity of any student is such that the interest of University, Student, and/or other students would best be served by terminating this Residence Halls Service Agreement. In addition, Student acknowledges that convicted Sexual Offenders are not allowed to live in University Housing.

The three hundred dollar (\$300) deposit will be used as a security deposit, as allowed by Texas law. Under the Terms and Conditions please read section one (1) for information on payments and section five (5) for information on Termination of Agreement.

This Agreement is legal and binding for the period set forth in this Agreement and is in effect when University receives the executed Agreement.

I represent to University and University does rely herein that I am eighteen (18) years of age or older at the time of the signed Agreement. If I am under the age of eighteen (18) years, then one of my parents or legal guardians has signed the Agreement and that person is hereby made a party of this Agreement subject to the terms and conditions herein set forth.

Student's occupancy is governed by the regulations set forth in the University of Houston's "Residence Halls Service Agreement Terms and Conditions", which are incorporated herein, and the "Campus Living Planner" and "University of Houston's Student Handbook", which are provided at the beginning of the semester, or viewed on line, or upon request, as now written or as may be amended from time to time by the Board of Regents. Student acknowledges by his/her signature below and by initialing each page, receiving the University of Houston "Residence Halls Service Agreement Terms and Conditions" provided within this six page Agreement, and he/she agrees to abide by them.

"State law requires that you be informed of the following: (1) with few exceptions, you are entitled on request to be informed about the information University collects about you by use of this form; (2) under sections 552.021 and 552.023 of the Government Code, you are entitled to receive and review the information; and (3) under section 559.004 of the Government Code, you are entitled to have University correct information about you that is incorrect."

Student Signature Date Student ID #:

Parent/Guardian Signature Date Name:

Return or mail your Residence Halls Service Agreement to:

UH Housing Services 4361 Wheeler, Room 108 Houston, TX 77004

Note: Modification of this Form requires approval of OGC

Keep the Pink Copy of each page for your records.



UNIVERSITY of HOUSTON



Residence Halls Service Agreement Terms & Conditions

1. Rates and Payments:

- a. This Agreement covers Residence Halls Services and Requirements for the designated term(s). Room charges will be by the semester and paid in accordance to the University of Houston Financial Schedule. University reserves the right to change rates 60 days after due notice given to Students. Should Student's Account become 15 days past due, they will be notified to contact the Housing Office and a Stop will be placed on Student's Account until the account is current. When the account becomes 20 days past due, proceedings will be brought to vacate the space licensed under this Agreement.
- b. Student Fee Statements will be available on line at <http://www.stu.uh.edu/uoh/newmenusys/intro.jsp> approximately two weeks prior to the first day of classes. Financial payment or financial arrangements must be made by the due date posted on Student's on line fee statement or Students will be dropped from classes. Financial payments can be made on line at <https://www.stu.uh.edu/uoh/newmenusys/intro.jsp>, or payments (check or money order) payable to the "University of Houston" can be mailed to: Cashier's Office, P.O. Box 1023, Houston, Texas, 77001 or take to: Room 6, E. Cullen Bldg. **DO NOT SEND CASH.**
- c. Payments do not cover room during the fall to spring semester break, spring to summer break, or the summer to fall break. Availability of space, the process for sign up and rates for break periods will be announced prior to each break. Approved early check-ins or late check-outs beyond the dates provided on the term of this agreement will be at an additional daily charge provided by the Area Coordinator's Office.
- d. Student agrees and understands that failure to make payments under the conditions of this Agreement and in accordance with the "University of Houston Student Handbook" can result in the cancellation of meals or placing a stop on Student's official University records and/or eviction from the Residence Halls. Past due amounts may be referred to the Office of University Collections in which case a collection fee may be assessed. Furthermore, all costs associated with the collection of outstanding debts will be assessed against Student. All attorneys' fees, cost of court and other related fees caused by any legal action arising under this Agreement shall be assessed against Student or individual against whom the action is taken.
- e. Student agrees and understands that any appeal of any room, damage, cleaning, fire safety or miscellaneous charges on your University account must be received in writing within sixty (60) business days of the charge to the Housing Office.

2. Assignment of Residence Halls Space: This Agreement does not cover a specific room, or building.

- a. Student agrees that University has the right to reassign housing space and/or adjust the occupancy of rooms to maximize space utilization upon due notification to Student. University, under compliance with the Civil Rights Act of 1964 and Title 9 of the Higher Education Act, does not discriminate on the basis of age, race, ethnic background, national origin, handicap, veteran status, or gender in any of its policies, practices or procedures. However, men and women will not be assigned to the same suite. Student agrees to accept any other student as a roommate/suitemate. The Housing Services Office will make every effort to fulfill your request during the assignment process.
- b. Room change requests will be taken after the first two weeks of classes each semester in the Area Office. Every attempt will be made to assist students with their room or roommate assignment. At times space will not allow changes and in that case the staff will assist with roommate mediation and roommate or suitemate agreements so that the living environment is acceptable,

3. Meal Plan Requirements:

- a. University's requires that students assigned to the Moody Towers or the Quadrangle be on a meal plan each semester of occupancy. By signing this Agreement, Student agrees to participate in the meal plan program if assigned to Moody Towers or the Quadrangle. Students can review meal plan options by visiting: <http://www.campusdish.com/en-US/CSSW/UnivofHouston/MealPlans/>
- b. Two weeks prior to the first day of classes, students can go to the "Enrollment Services" website and click on the "optional fees" link to sign up for a residential meal plan. Student understands that if he/she fails to choose a meal plan option he/she will automatically be placed on the 15

meal plan the Friday prior to the first day of classes. All requirements, restrictions, limitations, terms and conditions listed on the web site will apply.

4. **Security Deposit:** The \$300 security deposit will be refunded in full providing that:
 - a. There are no outstanding debts to University, and
 - b. Student has fulfilled the term of the agreement, and
 - c. There are no cleaning, damage or checkout charges against Student's account.
5. **Termination of Agreement:** Subject to the conditions and deadlines set out below, Student may terminate this agreement if written notice is received by the Housing Services Office.
 - a. Agreement Termination Prior To Students Occupancy of Room
 - i. Limited Refund 1st Deadline - if written notice of termination is received by June 11th (for the academic year) or by December 1st (for Students entering for the spring semester) or by May 1st (for the summer sessions) a refund of \$200 of the \$300 deposit will be credited to Student's account within 30 days.
 - ii. Limited Refund 2nd Deadline - if written notice is received after the dates listed above but no later than 30 business days before the first day of classes, a refund of \$100 of the \$300 deposit will be credited to Student's account within 30 days.
 - iii. No Refund- there will be no refund of deposit if Agreement cancellation is received after 30 business days prior to the first day of classes in any semester.
 - iv. Implies Cancellations - Students entering the Residence Halls for any semester or summer session must be checked - in by 4:00 p.m. on the Sunday prior to the first day of classes. Failure to comply will result in a forfeiture of \$300.00 in addition to the deposit, the cancellation of this agreement and the reassignment of your space. Exception to the above cancellation may be extended to those students who provide the Housing Services Office with prior written notification of any delays in checking-in.
 - v. Full Refund of deposit will be given if, for any reason, University refused admittance. In order to receive the refund, Student must furnish the Housing Service Office written notice of non-acceptance to University before the 15th class day of each semester.
 - b. Agreement Release Subsequent to Occupancy. Student may be released at any time during his or her Agreement period by meeting all of the following requirements.
 - i. A written application for Release (as provided by the Area Coordinator's office) must be filed.
 - ii. Payment of an additional forfeiture fee of \$400 (four hundred dollars), plus any accrued housing charges during occupancy. Failure to meet the cancellation deadline between semesters (December 1st, deadline for Spring cancellations) will result in an additional late notification fee of \$50.00.
 - iii. Exceptions to the forfeiture fee are as follows: (A) Medical withdrawal from the University of Houston (B) Academic suspension (C) Military Reasons (D) Transfer to Partnership Property (E) Graduation. Please note official documentation is required for all exceptions.
 - iv. Refunds and charges are subject to a full and timely checkout which includes a room clearance documented by a staff member, return of room key to the Area Coordinator's Office, and charges for any damages or lost furniture. Weekly charges will accrue until Student checks out or written notification is received in the Housing Office.
6. **University Reserves the Right:**
 - a. To prohibit convicted sexual offenders from living in campus housing.
 - b. To enter any room for the purpose of inspection, repair, cleaning, inventory, health and safety hazards, or other emergencies.
 - c. To change or cancel your assignment in the interest of order, health or safety, discipline, or other administrative reasons.
 - d. To levy and collect charges for:
 - i. Damages to room, furnishings, and/or the building, and/or
 - ii. Unauthorized use of room, furnishings, and /or building, and /or
 - iii. Alterations of any room, furnishings, and/or building facilities, and/or
 - iv. Special cleaning necessitated by improper or unreasonable care of room, furnishings, and/or building, and

- v. Disciplinary actions arising from violations of rules, regulations, policies and procedural information of the Residence Halls.
 - e. To change rates 60 days after due notification given to its Students.
 - f. To cancel this Agreement for outstanding debts to University.
7. **Rules and Regulations:** Student agrees as a condition of this agreement to comply with all University and Student Housing rules, regulations, policies and procedural information, incorporated herein by reference to the "University of Houston Handbook", and "Campus Living Planner" and available on the Residential Life and Housing web site, which are now in effect or that are amended, or enacted during the term of this Agreement.
8. **Loss of Property:** University shall not be responsible for any losses or damages regarding any and all personal property of Students, regardless of the cause(s) of said losses or damages. It is strongly suggested that all Students insure their personal property and carry liability insurance.
9. **Abandonment of Personal Property:** Students who leave the halls are responsible for removing from the building and premise all personal property. Property, which is not removed at the time of departure, will be considered abandoned and will be removed by University at Student's expense. Student will be given the opportunity to claim his/her personal belongings within a 30-day period. After 30-days these items will be disposed of by the Residence Halls.
10. **Utilities:** University agrees to use reasonable care in furnishing utilities, provided that University shall not be responsible for the failure to furnish utilities in an emergency situation (including but without limitations, heating, air-conditioning, water, gas, electricity, sewer and garbage services) and the obligations of Student under this agreement shall not be affected by the failure of University to provide utilities, or shall any claim accrue by reason thereof.
11. **Student Resident Safety and Security Responsibilities:** Student Residents acknowledge responsibility for the following:
- a. Fire Safety Equipment and Prevention Guidelines
 - i. Each room and building has Fire Safety Equipment that has been put in place to protect life and property. Students are responsible to adhere to all Safety Regulations and to notify the staff of any misuse or abuse of equipment that would jeopardize the community.
 - ii. Sprinklers in rooms and hallways should not be tampered with in any way. Avoid the following: throwing items that could hit a sprinkler head, hanging on sprinkler pipes, or hanging items on sprinkler pipes.
 - iii. Students are not allowed to have any of the following items in their living area: Candles (even decorator items), grills, open coil cooking devices, halogen lamps, and space heaters.
 - iv. Tampering with Fire Safety Equipment or possession of any non approved items will result in fines, community service and could potentially result in removal from the residential community.
 - b. Weapons Prohibited on University Property (A weapon in your vehicle constitutes possession)
 - i. Students are not permitted to possess firearms anywhere on university property: including stun guns, compressed-air guns, pellet guns, BB guns, shotguns or toys that look like guns.
 - ii. Students are not permitted to possess illegal knives including those used as decoration.
 - iii. Students are not permitted to possess num - chuks or fighting stars.
 - iv. Students are not permitted to possess dangerous chemicals, fireworks or any explosive device of any description.
 - c. Access Door/Entry Requirements & Guest Policy
 - i. Students are responsible for having his or her Cougar 1Card (Access Card) with them at all times.
 - ii. In Moody Towers each guest must be signed in at the entry desk.
 - iii. Students must be responsible for their guest at all times once signed in or escorted into the building or area and until that guest exits the building or area.
 - iv. Students must not assist individuals in gaining access to a building or area by signing them in or allowing them to tag along on entry.

- v. The Guest Policy limits visitation to protect the rights of all Students. Students sharing a space should talk about and come to an agreement on standards of behavior within shared space. Both roommates must agree on Guest visitation during the day or overnight. Overnight visitation is limited to 48 hours with the agreement of both roommates.
 - vi. Guest of the opposite gender must go to the same gender floor (Moody Towers) to use the bathroom.
 - vii. If roommates cannot come to agreement or cannot adhere to agreed upon standards to the point that behavior is violating one roommate's rights to study, sleep, or comfort, they should contact the Resident Assistant on their floor or the Area Coordinator in their area for assistance.
- d. Alcohol/Drugs Policies and Responsibilities
- i. Residential Life and Housing encourages Students to be responsible and knowledgeable when making choices about the use of Alcohol and Drugs. At all times Students should make choices that ensure their safety and healthy continuation toward their academic goals.
 - ii. Students are responsible for knowing all policies contained in the Student Handbook.
 - iii. University Alcohol Policies follow Texas State Law and prohibits drinking under the age of 21.
 - iv. Students that are not 21 years of age cannot drink alcohol on state property.
 - v. Students that are 21 years of age can responsibly drink alcohol in their rooms with their doors closed.
 - vi. Students that are 21 years of age and have a roommate that is not 21 years of age cannot keep or drink alcohol in their room when their roommate is present.
 - vii. Students cannot drink alcohol in the public areas including but not limited to lounges, hallways, porches, courtyards or parking lots.
 - viii. Drugs are not allowed unless prescribed by a doctor and in the appropriate person's possession.
 - ix. Drug paraphernalia (bongs, pipes, papers, etc.) are not allowed.
 - x. Students that are found in violation of alcohol or drug policies (depending on circumstances) could have the following consequences: counseling, community service, ticket, arrest, Residence Halls Probation, University Probation, Residence Halls eviction, University suspension, University expulsion, loss of financial aid or any combination of the above. Students will be responsible for legal fees or University penalties.
- e. Room Cleaning
- i. Student is responsible for cleaning his/her room on a regular basis (suggest once a week) unless otherwise contracted for with Housekeeping Services (<http://www.housing.uh.edu/cleaning.doc>)
 - ii. Cleaning the room includes: Mopping & dusting floors, Vacuuming Carpeted floors, wiping down with disinfectant/dusting surfaces, cleaning/disinfecting suite bathroom (Quad and Cougar Place), dusting blinds.
 - iii. To improve hygiene it is also suggested that bed linens/towels are washed weekly.
- f. Moisture Accumulation/Mold Prevention Guidelines
- i. Student shall remove any visible moisture accumulation in the room, including on walls (entirely or partially obstructed by desks, beds, or other furniture), windows; floors; ceilings; fixtures; blinds; etc. Mop up spills and thoroughly dry affected area as soon as possible after the occurrence; do not leave wet clothing or towels for long periods in your room/closet/bathroom.
TIP: after shower leave door open and allow bathroom to air out (Quad & Cougar Place).
 - ii. DAMP RID (moisture absorber and freshener product) is available in Cougar Place (one per Student). DAMP RID can also be purchased at Bed Bath and Beyond stores.
 - iii. Clean and dust the room area regularly, particularly the kitchenette area (Cougar Place) and the bathroom area (Quadrangle and Cougar Place).
 - iv. Keep blinds open unless it would otherwise be inappropriate to do so.

- v. Do not pack clothing in closets so tight that it prevents airflow.
 - vi. Students shall promptly notify work order control by calling (3-6060) or emailing <http://fixit.housing.uh.edu/> and contacting the Area Office of the following conditions :
 - 1) A water leak, excessive moisture, or standing water inside the premises.
 - 2) A water leak, excessive moisture, or standing water in any community common area.
 - 3) Mold growth or what may be perceived to be mold growth, in or on the premises or any surfaces (walls - entirely or partially obstructed by desks, beds, or other furniture; windows; floors; ceilings; fixtures; blinds; etc., that persists after Student has tried several times to remove it with household cleaning solutions, such as Lysol or Pine-Sol disinfectants, Tilex Mildew Remover, or Clorox, or a combination of water and bleach.
 - 4) A malfunction in any part of the heating, air-conditioning, or ventilation system in the room should be reported to Resident Assistant on the floor, and to UH Residential Life and Housing through the work order control system by calling (3-6060) or emailing <http://fixit.housing.uh.edu/>. This will be evident by temperature, excessive moisture condensation on windows or in the room.
 - g. Ethernet Services Guidelines
 - i. Residential Life and Housing provides direct connections to the Ethernet/University Network. The basic rate service is available to Students as a courtesy, at no charge.
 - ii. Student will not resell this service or otherwise charge others to use it. Further, Student will not redistribute the service whether or not Student receives compensation for such redistribution (this includes the use of wireless access points and routers). The service that is provided is a residential service provided for personal, non-commercial use only. Student agrees not to use the service for operation as an Internet provider, for the hosting of websites or for any business enterprise.
 - iii. Residential Life and Housing reserves the right to limit the amount of bandwidth available to any Student.
 - h. Student Responsibility
 - i. Student is responsible to upkeep the room space and furnishings assigned to them and will be held accountable for any damage or misuse of services or equipment.
 - ii. The furniture provided by University will not be removed from the room or be stored. Removing furniture from the room is considered theft. The replacement cost of missing furniture will be charged to Student when the room is vacated.
 - iii. Residential Life and Housing will do announced monthly room checks and unannounced safety checks and will hold Students accountable for any cleanliness issues, safety violations, or service abuse.
 - iv. Student shall be responsible for any damages sustained to the premises or to Student's person or property as a result of Student's failure to comply with the terms outlined in this document.
 - v. Students are strongly advised to secure renters insurance or other applicable insurance to cover any loss or damage to personal property and liability for damage to others personal property.
12. **Indemnification:** University shall not be liable or responsible to Student for any loss or damage to any property or person occasioned by theft, act of God, public enemy, injunction, riot, strike, insurrection, war, court order, requisition, or order of governmental body or authority or any similar matters. Student shall indemnify, defend, and hold University harmless from and against any and all fines, suits, claims, demands, losses, liabilities, actions, and costs (including attorney's fees) arising from (a) any injury to person or damage to property caused by any act, omission, or neglect of Student, Student's agents, servants, employees, or invitees, (b) Student's use of the facilities under the Agreement or the conduct of Student's business, (c) any activity, work, or thing done, permitted or suffered by Student under the Agreement, or (d) any breach or default in the performance of any obligation on Student's part to be performed under the terms of Agreement.