

UNIVERSITY of HOUSTON
RESIDENTIAL LIFE & HOUSING

Residence Halls Service Agreement
(this "Agreement")

This Residence Halls Service 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) for term of this Agreement:			
<input type="checkbox"/>	Academic Year		
<input type="checkbox"/>	Spring Semester		
<input type="checkbox"/>	Summer Semester (check all that apply)		
<input type="checkbox"/>	Session I	<input type="checkbox"/>	Session II
<input type="checkbox"/>	Session I-IV	<input type="checkbox"/>	Session IV
Room Assignment made based on date Agreement received by UH Housing Services.			

University agrees to provide a space in Cougar Village, Moody Towers, or Quadrangle (the "University-Operated Residence Halls") 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. This Agreement is personal and non-transferable, and it is not a commitment of admission to the University.

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 Agreement. In addition, Student acknowledges that convicted and/or registered sexual offenders are not allowed to live in University Housing.

Student must pay to the University a three hundred dollar (\$300) deposit (the "Deposit"), which 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 Deposit and an executed copy of this Agreement.

Student represents to University and University does rely herein that Student is eighteen (18) years of age or older at the time this Agreement is executed. If Student is under the age of eighteen (18) years, then one of Student's parents or legal guardians has signed this Agreement and that person is hereby made a party to this Agreement, subject to the Terms and Conditions attached to this Agreement.

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 "Housing Guide" 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 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

UNIVERSITY of HOUSTON

RESIDENTIAL LIFE & HOUSING

Residence Halls Service Agreement Terms & Conditions

The University grants to Student a license to use the University Operated Residence Halls. The terms and conditions described herein are incorporated in the Residence Halls Service Agreement (the "Agreement") by reference. Capitalized terms used in these terms and conditions have the respective meanings assigned to them in the Agreement, unless otherwise defined in these terms and conditions.

1. Rates and Payments:

- a. 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 the Agreement.
- b. Student Fee Statements will be available on line at <http://myuh.edu/> 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 <http://myuh.edu/>, or payments (check or money order) payable to the "University of Houston" can be mailed to: Student Financial Services, University of Houston, 9 E Cullen Building, Houston, Texas 77024-2008 or take to: The Welcome Center, Room 114. **DO NOT SEND CASH.**
- c. Payments do not cover room accommodations 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 the 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 the 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 the 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: The 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 Coordinator 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 University-Operated Residence Halls be on a meal plan each semester of occupancy. By signing the Agreement, Student agrees to participate in the meal plan program if assigned to the University-Operated Residence Halls. Students will be required to complete a meal plan agreement. Students can review meal plan options by visiting: <http://www.campusdish.com/en-US/CSSW/UnivofHouston/MealPlans/>
 - b. Students should visit “MyUH” to select a residential meal plan. Student understands that if he/she fails to choose a residential meal plan option he/she will automatically be placed on the default meal plan. 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 within thirty (30) days following the expiration of the Agreement provided 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 following conditions and deadlines set out below, Student may terminate the Agreement if written notice is received by the Housing Office within the time required herein.

a. **Termination Prior to Occupancy.**

Security Deposit Refunds. If Student terminates the Agreement prior to start of the Academic Year, Spring Semester, or Summer Semester, as applicable, the Student shall receive a refund of the security deposit in accordance with the following schedule, and such refund shall be returned to the Student’s account within thirty (30) days:

<u>Academic Year Termination Date Deadline</u>	<u>Refund Amount</u>
On or before May 15 th	\$300
May 16 th – June 11 th	\$200
30 th day before the first day of class	\$100
30 th day after the first day of class	NO REFUND

For newly admitted students for the Spring Semester:

<u>Spring Semester Termination Date Deadline</u>	<u>Refund Amount</u>
On or before October 15 th	\$300
October 16 th – December 1 st	\$200
30 th day before the first day of class	\$100
30 th day after the first day of class	NO REFUND

For summer Semester Students:

<u>Summer Semester Termination Deadline:</u>	<u>Refund Amount</u>
On or before March 15 th	\$300
March 16 th – May 1 st	\$200
30 th day before the first day of class	\$100
30 th day after the first day of class	NO REFUND

b. **Termination After Occupancy.**

Room Charge Refunds Subsequent to Occupancy. If Student provides a written notice of termination of the Agreement to the Housing Office subsequent to occupancy, as a result of the conditions provided in 5(c), and within the time required below, Student may be released from the Agreement and shall receive room charge refunds in the following amounts:

<u>Withdrawal/Termination Notice Deadline</u>	<u>Room Charge Refund Amount</u>
Before the 1 st day of class	100% minus security deposit and \$50 administrative fee

During first week of classes	80% of room charges minus deposit and \$50 administrative fee
During second week of classes	70% of room charges minus deposit and \$50 administration fee
During third week of classes	50% of room charges minus deposit and \$50 administration fee
During fourth week of classes	25% of room charges minus deposit and \$50 administration fee
After the fourth week of classes	NO REFUNDS WILL BE GIVEN

c. Conditions to be released from the Agreement. The University may release Student from the Agreement subject to the following conditions:

- (i) Student withdraws from the University for medical reasons;
- (ii) Student is denied admission to University;
- (iii) Student is placed on academic suspension by University;
- (iv) Student is placed on academic dismissal by the University, or otherwise ceases to be enrolled in an approved University academic program;
- (v) Student enlists or is drafted or commissioned in the U.S. Military; provided, Student provides documentation to the University that Student (1) is (i) a member of the U.S. Armed Forces or reserves on active duty or (ii) a member of the National Guard called to active duty; and (2) Student (i) receives orders for permanent change-of-station, or (ii) receives orders to deploy with a military unit placed on active military duty;
- (vi) Student enrolls and participates in an approved University study abroad program;
- (vii) Student transfers to another University partnership property; or
- (viii) Student graduates in December.
- (ix) Student completes his/her study in the University’s student exchange program.

Items (i) through (ix) shall be collectively referred to as a “Qualifying Event”). In order to request such a release, within seven (7) days after a Qualifying Event, Student shall submit to University Housing Office a letter requesting release from the Agreement, along with correspondence from the University’s Registrar’s Office or Dean’s Office or from Student’s physician or military commander, or any other authorized representative, as applicable, confirming the existence of a Qualifying Event. After receiving such documentation, University will provide a written response granting or denying Student’s request for a release from the Agreement. Any release granted by University shall not relieve Student of its obligations incurred prior to the effective date of such release and such release will not be effective until Student has complied with all such obligations. Termination of the Agreement due to a Qualifying Event is subject to a forfeiture fee in the amount of four hundred dollars (\$400) (the “Forfeiture Fee”) plus any accrued housing charges during occupancy; provided, however, the University may waive the Forfeiture Fee in its sole and absolute discretion.

If Student’s termination of the Agreement is not due to a Qualifying Event or if Student fails to move-in his/her space within the time listed in the University’s Housing Office move-in schedule, the University may assess room charges to Student for the full academic year, spring or summer semester, as applicable; provided, however, if University subsequently licenses the Student’s space to another student, Student shall be liable to University for room charges on a prorated basis. Further, any release from the Agreement approved by University for reasons other than a Qualifying Event, may be subject to a Forfeiture Fee, which may be waived in the University’s sole and absolute discretion, plus any accrued housing charges during occupancy.

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 the Agreement for outstanding debts to University.
7. **Rules and Regulations:** Student agrees as a condition of the 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" (the "Student Handbook"), and "Housing Guide" 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 the 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 the 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 Card (Access Card) with them at all times.
 - ii. In Moody Towers and Cougar Village 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 an 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 (Cougar Village and Quadrangle), 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 (Cougar Village and Quadrangle).
 - ii. To the extent the Agreement is for a license in Cougar Village, the following shall apply, DAMP RID (moisture absorber and freshner 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 and the bathroom area (Cougar Village, Quadrangle and).
 - 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.