



DIVISION OF STUDENT AFFAIRS
Student Housing & Residential Life

Residence Halls Service Agreement

This Residence Halls Service Agreement (this "Agreement") is entered into between the University of Houston, on behalf of the office of Student Housing & Residential Life (hereinafter referred to as "University"), and

Name: _____

Address: _____

Phone: _____

(hereinafter referred to as "Resident").

University agrees to provide a space in Cougar Village, Cougar Village 2, Cougar Place, Bayou Oaks, Moody Towers, Quadrangle or University Lofts (the "University-Operated Residence Halls") during the 2018 – 2019 academic year (the "License Term").

Residency in University-Operated Residence Halls is available only to full-time students enrolled and in good standing at the University of Houston (each, a "Student"). If Resident does not qualify as a Student at the time this Agreement is signed and submitted to University, or at any time during License Term, University may terminate this Agreement in accordance with the provisions of the Residence Halls Service Agreement Terms and Conditions attached to and incorporated within this Agreement for all purposes (the "Terms and Conditions"). This Agreement is Resident's personal, non-transferable license to occupy and use the residence space assigned to Resident (the "Unit") 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, Resident, and/or other students would best be served by terminating this Agreement. In addition, Resident acknowledges that convicted and/or registered sexual offenders are not allowed to live in University-Operated Residence Halls and hereby certifies that Resident is not a convicted and/or registered sexual offender and covenants that Resident will not permit access to University-Operated Residence halls to any convicted and/or registered sexual offender.

If Resident has not previously resided in University-Operated Residence Halls (a "First Time Resident"), Resident must submit, with this Agreement, three hundred dollars (\$300) in good and immediate funds to be held by University as partial pre-payment of Resident's housing costs under this Agreement (the "Pre-payment"). The Pre-payment will be credited against Resident's housing costs on or about the twelfth (12th) consecutive day of classes. Resident's attention is directed to Terms and Conditions Section 1-Rates and Payments and Section 4-Termination of Agreement, for additional information regarding treatment of the Pre-payment.

This Agreement is legal and binding for the term set forth above in this Agreement and is in effect when University receives the Pre-payment and an executed copy of this Agreement, which may accomplished via an electronic means. If Resident is not yet eighteen (18) years of age at the time this Agreement is executed, Resident's parent or legal guardian must also execute and be a party to this Agreement for the Agreement to be valid and enforceable.

Resident's occupancy of the Unit is governed by and subject to Resident's compliance with the Terms and Conditions, the Housing Resource Guide (as amended or modified from time to time, the "Resource Guide") published by Student Housing & Residential Life on its website (http://www.uh.edu/housing/information-guide/housing-resource-guide/index.php), and the Student Handbook (as amended or modified from time to time, the "Student Handbook") published by the University Office of the Dean of Students on its website (http://www.uh.edu/dos/publications/). By requesting housing and signing below, each of Resident and his or her parent or guardian (if applicable) acknowledges that Resident is subject to the Terms and Conditions, the Resource Guide, and the Student Handbook and agrees and covenants that Student will 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 Texas Government Code, you are entitled to receive and review the information; and (3) under section 559.004 of the Texas 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: _____

If Student is completing a hard copy of this Agreement, please return or mail your Residence Halls Service Agreement to: Student Housing & Residential Life, 4373 Cougar Village Drive, Houston, TX 77204-3018



**Residence Halls Service Agreement
Terms & Conditions**

The provisions of this document, identified and defined as the Terms and Conditions in the attached Residence Halls Service Agreement (the "Agreement"), further describe the terms and conditions applicable to Resident's license to occupy a Unit pursuant Agreement and constitute material terms of such Agreement. A capitalized term not specifically defined in these Terms and Conditions shall have the meaning assigned to it in the Agreement.

1. Rates and Payments:

- a. University reserves the right to change rates on not less than sixty (60) days' written notice to Resident.
- b. The Unit is charged by semester and payment is due concurrently with the deadline for payment of tuition and fees (approximately the tenth [10th] calendar day prior to the first day of class of such semester, subject to change by University). If any payment is fifteen (15) days past due or more, University will place a negative service indicator (or 'Hold') on Resident's account (which impacts Resident's official University records). University has the right to terminate this Agreement and require that Resident vacate the Unit if any payment is twenty (20) days past due or more.
- c. Student Fee Statements are available on line at <http://my.uh.edu> approximately two weeks prior to the first day of classes. If Resident has neither paid in full nor come to terms with University on alternate arrangements by the due date posted on Resident's on line fee statement, Resident will be dropped from classes and excluded from the Unit. Payments can be made on line at <http://my.uh.edu>, or by check or money order payable to the "University of Houston" and mailed or couriered to: Cashier's Office, P.O. Box 1023, Houston, Texas, 77001 or hand-delivered to the Cashier's Office located in the Welcome Center. **DO NOT SEND CASH.**
- d. Resident acknowledges and agrees that failure to make payments as and when required by the Agreement (including the Student Handbook) can result in the cancellation, suspension or termination of Resident's meal plan, or placing negative service indicator on Resident's account, and/or termination of Student's Residence Halls Services Agreement and removal of Resident from University-Operated Residence Halls. All costs associated with the collection of outstanding debts, including, for example, collection fees, reasonable attorneys' fees, cost of court and other related fees, will be assessed against Resident.
- e. Student agrees and understands that he or she waives his or her right to appeal any additional charge related to the Unit (such as, by way of example and not of limitation, damage, cleaning and/or fire safety) unless the written appeal received by the Housing Manager of Student Housing and Residential Life within sixty (60) business days of the charge.
- f. Occupancy of the Unit during the fall to spring semester break, spring to summer break, or the summer to fall break is expressly excluded from the license under the Agreement; *provided, however*, Resident's occupancy during any such breaks during the License Term may be included, subject to the terms and conditions found in the On Campus Resource Guide.

2. Assignment of Unit: The Agreement does not cover a specific room or building.

- a. Resident acknowledges and agrees that University has the right to reassign Students to Units and/or adjust the occupancy of Units to maximize space utilization, all as set forth in the Resource Guide. Resident agrees to accept any other Student as a roommate/suitemate.
- b. University, in 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.

3. Meal Plan Requirements:

- a. Resident must obtain and pay for a University meal plan during the entire License Term unless Resident's Unit is in University Lofts or Bayou Oaks. If Resident is required to obtain and pay for a meal plan in accordance with the immediately preceding sentence, and Resident has not done so on or before the with the deadline for payment of tuition and fees, Resident will be in default of its obligations under the Agreement and University will have the option to exercise its remedies including, but not limited to, termination.
- b. In addition to the foregoing, University shall have the option, but not the obligation, and Resident hereby authorizes University on Resident's behalf to select the default meal plan and charge Resident's account with the cost for such meal plan if Resident's Unit is not in University Lofts or Bayou Oaks and if Resident has failed or refused to select a meal plan on or before the with the deadline for payment of tuition and fees.
- c. Information regarding meal plans and on-campus dining options may be found at: <http://www.uh.edu/student-life/dining/>.

4. **Termination of Agreement by University:**

- a. University may terminate the Agreement on written notice to Resident because of Resident's default of its obligations to University, including but not limited to Resident's obligations under the Agreement (including the Resource Guide and Student Handbook). The amount of notice Resident will receive of University's termination depends on the seriousness of the cause. For example, if the cause is Resident's nonpayment or that Resident is no longer enrolled as a full-time student at the University of Houston, University's notice will provide sufficient opportunity for Resident to cure his or her default. Conversely (and by way of example, only), if University has reasonable cause to believe that Resident's conduct constitutes a threat of imminent harm to Resident, others, or to University property, University shall have the immediate right to exclude Resident from University-Operated Residence Halls on an interim basis in accordance with University policy.
- b. Resident's dismissal from University for any reason, or Resident's violation of the rules and regulations of University (including, but not limited to, these Terms and Conditions, the Resource Guide and/or the Student Handbook), or any other conduct by Resident for which the sanction of removal from University-Operated Residence Halls is assessed, shall constitute a material breach of the Agreement by Resident and shall be grounds for the immediate termination of the Agreement at University's discretion.
- c. Resident's account at the University will be debited for all costs, charges and fees incurred by Resident or by University on behalf of or because of Resident through the effective date of termination for any termination in accordance with Section 4a. In addition, Resident's account will be charged a termination fee of Seven Hundred Fifty Dollars (\$750) (the "**Termination Fee**");

5. **Termination of Agreement by Resident:**

- a. Termination by Resident Prior to Date of Occupancy. University will refund the Pre-payment in full to Resident's account within thirty (30) days after the effective date of Resident's termination if Resident delivers its termination notice by April 1 if the License Term begins with the fall semester, by December 1 if the License Term begins with the spring semester, and/or by May 1 if the License Term begins with the summer semester. If Resident's termination notice is received after the date required in accordance with the immediately preceding sentence, but before the Date of Occupancy (as defined below), University will not charge Resident a Termination Fee, but (i) if Resident is a First Time Resident, the Pre-payment will not be refunded, and (ii) if Resident is not a First Time Resident, Resident's account will be charged a late cancellation fee of Three Hundred Dollars (\$300). For all purposes under this Residence Halls Service Agreement, "**Date of Occupancy**" means the date identified in the Resource Guide as the earliest date Resident is eligible to take occupancy of the Unit.

b. Termination by Resident Subsequent to Date of Occupancy for Qualifying Event or December Graduation.

- (1) Resident may terminate the Agreement after the Date of Occupancy upon delivery of written notice to University specifying an effective date of termination not sooner than seven (7) days after University's receipt of such notice for any of the following reasons, each a "**Qualifying Event**":
 - (i) Resident withdraws from University for medical reasons. Resident's notice must be accompanied by documentation from Resident's physician;
 - (ii) Resident is drafted or commissioned by the U.S. Armed Forces for active duty; provided, Resident provides documentation to the University that Resident (1) is a member of the U.S. Armed Forces or reserves on active duty or a member of the National Guard called to active duty; and (2) has received orders for permanent change-of-station, or to deploy with a military unit placed on active military duty;
 - (iii) Resident enrolls and participates in an approved University study abroad program. Resident's notice must be accompanied by documentation from University Registrar or the appropriate Dean.
 - (iv) Resident is placed on academic suspension by University. Resident's notice must be accompanied by documentation from University Registrar;
 - (v) Resident is placed on academic dismissal by the University, or otherwise ceases to be enrolled in an approved University academic program. Resident's notice must be accompanied by documentation from University Registrar; or

In addition, a Resident graduating in December may terminate the Agreement effective on the date of graduation or commencement so long as Resident delivers written notice to University on or before the thirtieth (30th) consecutive calendar day before the date of graduation or commencement, as the case may be ("**December Graduation**").

- (2) Following a termination by Resident for a Qualifying Event or December Graduation, University will credit Resident's account with an amount equal to the prorated amount of pre-paid and unearned room charge for Resident's Unit.
 - (i) Within thirty (30) days after receipt of Resident's timely termination notice (together with any documentation required in accordance with Section 5b(1)) for a Qualified Event or December Graduation), University will advise Resident in writing of the charges and fees known as of that date that will be offset against any prepayment on Resident's account.
 - (ii) If Resident terminates because of a Qualifying Event pursuant to Section 5b(1)(iv), or Section 5b(1)(v), Resident's account will be charged the Termination Fee.

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c. Termination by Resident Subsequent to Date of Occupancy for Non-Qualifying Event. If Resident terminates the Agreement after the Date of Occupancy for a reason other than a Qualifying Event or December Graduation, or if Student fails to take occupancy of the Unit assigned to him or her following the Date of Occupancy, Resident’s account will be charged the full amount due under the Agreement for the License Term from Resident instead of the Termination Fee; *provided, however,* if University subsequently licenses the Unit to a Replacement Student, Resident’s account will be credited for the period (prorated on a per diem basis) the Replacement Student pays for the Unit. **“Replacement Student”** means a Student who had not been a licensed resident of any University-Operated Residence Hall during the academic term in which Resident terminates the Agreement as outlined in this Section 5c.

6. **Notices:** Any notice required or permitted to be given under the Agreement must be in writing and may be served by depositing same with the United States Postal Service, addressed to the party to be notified, postage prepaid and in registered or certified form, with return receipt requested; by hand delivery by reputable courier; or by deposit with Federal Express or other reputable courier for overnight delivery. Notice given as required herein will be effective on the date actually received at the address to which such notice was sent, or if delivery is refused or not accepted, such notice shall be effective on the date of such refusal or failure to accept delivery. For purposes of notice, the addresses of the parties will be as follows or to such other address that the parties may designate in writing.

If to University: Housing Manager
 Student Housing and Residential Life
 4373 Cougar Village Drive
 Houston, TX 77204-3018

If to Resident: _____

7. **Rules and Regulations:** The Agreement and Resident’s occupancy of the Unit is subject to all University rules, regulations, policies and procedures applicable to students and residents of University-Operated Residence Halls, including the terms, provisions and conditions of the Resource Guide and the Student Handbook.

- a. Among the rights reserved by University and further explained in those publications, University reserves the right:
- (i) To prohibit convicted sexual offenders from living in campus housing.
 - (ii) To enter any room (including the Unit) for the purpose of inspection, repair, cleaning, inventory, health and safety reviews, and emergencies.
 - (iii) To change or cancel Resident’s Unit assignment in the interest of order, health or safety, discipline, or other administrative reasons.
 - (iv) To levy and collect charges for:
 - (A) Damages to room, furnishings, and/or the building, and/or
 - (B) Unauthorized use of room, furnishings, and /or building, and /or
 - (C) Alterations of any room, furnishings, and/or building facilities, and/or
 - (D) Special cleaning necessitated by improper or unreasonable care of room, furnishings, and/or building.
 - (v) To change rates on sixty (60) days’ notice.
 - (vi) To terminate the Agreement if Resident’s accounts are not current.

- b. Resident further acknowledges his or her obligations and responsibilities pursuant to all such rules, regulations and procedures including, but not limited to:
- (i) fire safety equipment and fire prevention guidelines;
 - (ii) weapons;
 - (iii) access / entry requirements & guests;
 - (iv) alcohol and drugs;
 - (v) maintenance and cleaning of the Unit;
 - (vi) prevention of moisture accumulation and mold; and
 - (vii) ethernet services;

8. **Personal Property:** Resident may not, and will not authorize or empower another to, remove, alter or damage any furniture or other furnishings provided and located by University within the Unit or any University-Operated Residence Halls; such conduct is considered theft and Resident will be charged the full replacement cost of missing furniture. University is not responsible for loss or damage to personal property or injury to person, regardless of cause. Residents are strongly encouraged to insure their personal property and carry liability insurance. Any personal property remaining in the Unit after it has been vacated by Resident, whether willingly or not, will be removed and stored by University at Resident’s cost and will be deemed abandoned if Resident has not

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paid all such charges and collected his or her property within thirty (30) days after the date of vacatur. Abandoned property will be disposed of as determined by University in its sole discretion.

9. **Utilities; Services:** Each Unit in University-Operated Residence Halls is connected for utility service. University agrees to use commercially reasonable efforts to provide utility-powered services (such as, by way of example and not of limitation, ventilation, heating and air conditioning as well as, depending on the building and the Unit, elevator service, water and wastewater). Under no circumstances will University be held responsible or liable for interruptions in utility service. Further, University's responsibility to restore utility-powered services after an interruption is limited to commercially reasonable efforts. University will provide light housekeeping to common areas.
10. **Indemnification:** TO THE FULLEST EXTENT PERMITTED BY THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS, AND AS CONSIDERATION FOR THE TERMS AND CONDITIONS OF THE AGREEMENT, RESIDENT AGREES TO RELEASE, INDEMNIFY, PROTECT, DEFEND WITH COUNSEL APPROVED BY UNIVERSITY, AND HOLD HARMLESS UNIVERSITY AND/OR ANY OF ITS DIRECTORS, BOARD MEMBERS, TRUSTEES, OFFICERS, ADMINISTRATORS, AGENTS, EMPLOYEES, LICENSEES, CONTRACTORS, SUCCESSORS AND ASSIGNS ("**UNIVERSITY INDEMNITEES**") FROM ANY FROM ANY CLAIMS, DAMAGES, LOSSES, LIABILITIES, LIENS, COSTS AND/OR EXPENSES, CONTROVERSIES, CAUSES OF ACTION, LAWSUITS, PROCEEDINGS, INJURIES, JUDGMENTS AND EXPENSES (INCLUDING MEDIATION, SETTLEMENT, ATTORNEY FEES, AND OTHER COSTS OR EXPENSES) (EACH, A "**CLAIM**") IF THE CLAIM: (1) IS RELATED TO BODILY INJURY, SICKNESS, DISEASE, DEATH OR LOSS OR DAMAGE TO REAL OR PERSONAL PROPERTY, INCLUDING ANY LOSS OF USE RESULTING THEREFROM (COLLECTIVELY, "**DAMAGE**"); AND (2) CAUSED IN WHOLE OR IN PART BY ANY OF THE FOLLOWING: (A) A NEGLIGENT ACT OR OMISSION BY RESIDENT AND/OR RESIDENT'S INVITEES, GUESTS, PERMITTEES, LICENSEES, OR ANY OTHER PARTY FOR WHOSE ACTS RESIDENT MAY BE LIABLE (EACH, AN "**INDEMNIFYING PARTY**"); OR (B) THE REFUSAL OR FAILURE TO COMPLY WITH ANY OBLIGATION IN THE AGREEMENT BY AN INDEMNIFYING PARTY; OR (C) VIOLATION OF APPLICABLE LAW(S) BY AN INDEMNIFYING PARTY.
 - a. Notwithstanding the foregoing provisions of Section 10, Resident shall not be obligated to indemnify University Indemnitees from or against a Claim resulting from the negligence of a University Indemnitee when such negligence is the sole and proximate cause of the Damage which is the basis of the Claim. In the event University and Student are found jointly liable by a court of competent jurisdiction, liability for the claim will be apportioned comparatively in accordance with the laws of the State of Texas, without waiving any defenses of the parties under Texas law.

Note: Modification of the Form requires approval of OGC