



The University of Texas at Brownsville

Office Use Only	
Date Received: _____	Time: _____
Staff: _____	Initials: _____

ON CAMPUS HOUSING CONTRACT

Please complete and sign this contract and return this application to:
The Office of Residential Life, 2651 FJRM Ave., Brownsville, Texas, 78520.

Name: _____ Student ID: _____ Date of Birth: _____

Gender: Male Female

Emergency Contact Information	
Name: _____	
Phone: _____	

This On-campus housing contract (the "Contract"), when accepted in writing by University, is a contract for the periods specified within the 2012-2013 Academic Year granting a license to Student to use a room in a University housing facility on the terms and conditions stated herein. Student agrees that the University's designation of a particular room assignment for Student in University's notice of acceptance is incorporated into this Contract by reference.

The "Contract Period" is for

- Fall Semester: Beginning August 25, 2012 and ending December 14, 2012 (12:00 noon)
 - Spring Semester: Beginning January 12, 2013 and ending May 10, 2013 (12:00 noon)
 - Entire Academic Year: Beginning August 25, 2012 and ending May 10, 2013 (12:00 noon)**
- **Guarantor's excluding the Winter Holiday Break*

The "Contract Rate" for each semester is \$1680 for a double room and \$2100 for a single room.

I/We the undersigned Student and Guarantor, if applicable, certify that I/we have read in full the separate document entitled On-Campus Residence Contract Terms and Conditions and understand and agree that the terms of that document are incorporated into this contract and both documents constitute the "Contract." I/We acknowledge that University Regulations may be found in the Rules and Regulations of the Board of Regents of The University of Texas System, The University of Texas at Brownsville Code of Student Conduct, The University of Texas at Brownsville Alcohol and Other Drug Policies, the University of Texas at Brownsville Handbook of Operating Procedures, the Residence Life Handbook, and I/we agree to abide by them.

I/We acknowledge that the Department of Residential Life will not grant the license described herein unless personal guarantee of payment of all charges or obligations under the Contract is made. I/We, jointly and severally, further agree to pay all charges arising under the Contract and any extension thereof when due and in accordance with the University Regulations, together with all fees and other reasonable costs for the collection of any amount not paid when due.

A student under the age of eighteen (18) years is required to have this Contract signed by a parent, guardian or other person of legal responsibility as the Guarantor. The execution of this contract by Student and Guarantor, if applicable, constitutes your acceptance of the Contract.

Student Signature: _____ Date Signed: _____

Student's Email Address: _____

Contract Guarantor: (required if student is under 18 years)

Guarantor's Name (Print): _____ Signature: _____

Guarantor's Home Address: _____
Street City State Zip

Guarantor's Email Address: _____ Home Phone: _____ Day Phone: _____

Please feel free to add any additional information that will help us meet your housing needs. Please return this application, a signed copy of the contract, and/or all inquiries to:
The Office of Residential Life, 2651 FJRM Avenue, Brownsville, Texas, 78520

Before your application can be accepted, all first-time applicants must:

1. Have a completed application and signed contract and
2. remit a non-refundable \$20 application fee and refundable \$200 deposit

Please note: Casa Bella Residential Life has a "Zero Tolerance" policy for drugs and alcohol. Residents found in possession or use of alcohol or drugs will be referred to the campus judicial office. Please refer to <http://www.utb.edu/housing> for all the policies relating to campus housing.

The University of Texas at Brownsville does not discriminate on the basis of race, color, national origin, sex, religion, or disability for employment or provisions of service.



Casa Bella

RESIDENTIAL LIFE

The University of Texas at Brownsville



ON-CAMPUS HOUSING CONTRACT

These Terms and Conditions are part of the On Campus Housing Contract (the `Contract`) between The University of Texas at Brownsville (the `University`) and the Student and the Guarantor (if applicable) who are identified in that Contract. As used in the Contract, the term `You` means the Student and (if applicable) the Guarantor, jointly and severally.

The University grants Student a license to use the room the University assigns to Student as Student's temporary residence during the Contract Period, subject to the following terms and conditions.

I. Obligations and Agreements of Student and Guarantor.

a. You agree to pay all Contract charges when due and to comply with and abide by the provisions contained in this Contract, the Rules and Regulations of the Board of Regents of The University of Texas System, The University of Texas at Brownsville code of Student Conduct, The University of Texas at Brownsville Alcohol and Other Drug Policies, The University of Texas at Brownsville Handbook of Operating Procedures, the Residence Life Handbook, and all other University rules and regulations that may now or in the future come into effect governing student conduct or pertaining to the University residences (individually and collectively called the `University Regulations`.)

b. You acknowledge and agree that the rates and fees set out in the Contract are subject to change by legislative action, as are University Regulations and policies affecting the Contract. Changes and additions to the rates, fees, University Regulations and policies shall be officially announced and/or posted, and the announcement or posting constitutes actual notice to you. Changes and additions to the rates, fees, University Regulations and policies affecting the Contract become effective and binding at the first date of posting or official announcement, unless otherwise specified therein.

c. You agree not to sell, transfer or assign this Contract.

d. You agree that if you violate any of the terms or conditions of the Contract, or if the University determines that you have (i) disregarded the community living standards, including roommate contracts agreed upon by both roommates, or (ii) accumulated a history of delinquent payment to the University, then, the University may terminate your license and/or refuse to offer you a housing contract in the future.

e. You agree that if you are found by the University to be in violation of the Contract or of any of the University Regulations, you will be subject to University disciplinary action and may be required to withdraw from University housing. If the University requires you to withdraw from University housing, your license will be automatically canceled and you will be charged for \$300 as an early termination fee in addition to all other unpaid charges accrued under the Contract through the date you check out.

f. You agree that if your actions are disruptive to the use and enjoyment of University housing facilities by other students, or if you fail to adjust to a community living environment, you will be subject to University disciplinary action, you may be required to change residence, and you may be required to withdraw from University housing. If the University requires you to withdraw from University housing, your license will be automatically canceled and you will be charged for \$300 as an early termination fee in addition to all other unpaid charges accrued under the Contract through the date you check out.

g. You agree to keep the University accurately informed about your contact information and student information by updating that information using the University's official websites.

h. **DEPOSIT REQUIREMENTS.** New applicants for housing must deliver to the University a security deposit (`Deposit`) payment in the amount of \$200.00 and a non-refundable \$20.00 application fee before your application will be processed. No interest is paid on the Deposit. University may draw upon the Deposit to pay (i) the costs of damage caused by you or your guests to your room or other University property, and (ii) any other charges owing by you under the Contract.

The Deposit is not a limitation of your liability under this Contract, and you agree to pay University for all amounts owing by you under the Contract in excess of the amount of the Deposit. Following the end of the Contract Period, if you have complied with the Contract, paid all sums you owe to University, surrendered your room in good condition (excepting only ordinary wear and tear), and have provided a written forwarding address to University for refund of your Deposit, then University will refund any balance of your Deposit to you on or before the 30th day after you check-out as required by Section VII. You must deliver your forwarding address to University by submitting a Housing Deposit Refund Application form.

i. We agree to furnish electric, water, sewer, cable TV service and Internet access for the apartment. The utilities are sub-metered and may be used for normal household purposes and must not be wasted. If we detect or suspect abuse or waste of any utilities paid by us, we reserve the right to notify you of an increase in the base rent and you will be required to pay a higher charge.

II. Conditions of Contract

The Contract is offered on the condition that you are admitted to the University. The Contract does not guarantee that you have been admitted to the University. Only the Office of Admissions can grant admission to the University. You must be a student at the University and actively pursuing a degree at the University to be eligible to live in University housing.

III. Payments under this Contract

a. A statement for your payments will be available via Scorpion Online. You may choose to pay for the entire housing bill prior to the start of the semester or you may choose an installment payment plan. To qualify for an installment plan for student housing a student must: be a current student at UTB or TSC; be free of any outstanding financial balance with UTB or TSC; have no form of financial aid, including any scholarship programs; be registered for a minimum of six credit hours or more; pay a non-refundable fee of \$25.00 for the installment plan and one-quarter of your total bill for housing; and complete and sign a "Residential Life Installment Plan Promissory Note." The installment payments are due on the designated dates outlined on the Residential Life website. For any past due balances, a \$5.00 late fee for each past due payment will be assessed, in addition to any other charges under the Installment Plan Promissory Note. If the Installment Plan Promissory Note has been accelerated for default and we allow you to reinstate, and additional \$25 reinstatement fee will be assessed in addition to the other charges due under the promissory note.



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ON-CAMPUS HOUSING CONTRACT - CONTINUED

IV. Cancellation of Contract by the Student

You are responsible for the full amount of all housing charges for the Contract Period, unless you cancel the Contract in compliance with one of the provisions below.

a. Before the start of the Contract Period: You may cancel your Contract by notifying the Department of Residential Life in writing before the start of the Contract Period. If you are not a first time freshman, and if you cancel your Contract after July 1st for the Fall Semester or after December 15th for the Spring Semester, you will be charged a \$300 housing termination fee. If you are a first-time freshman and cancel the Contract prior to or on August 1st, you will receive a refund of your Deposit minus the application fee. If you are a first-time student and cancel after August 1st for Fall and Jan 1st for Spring but prior to the start of the Contract Period, you will be charged \$175 as a housing termination fee.

b. If you cancel your assignment to a room in University Housing after the beginning of the Contract Period and before taking occupancy, you will be charged \$500 as a termination fee.

c. During the Contract Period:

A. If you withdraw from the University or fail to register with the University during the semester in which the cancellation occurs, you must notify The Department of Residential Life in person within 24-hours of withdrawal or by the 12th class day for failure to register. When your withdrawal or non-registration is confirmed by the Registrar, you will be required to pay to the University \$300 as a housing termination fee in addition to all charges accrued under the Contract through the date you check out, including a daily room charge through your date of your vacating your room. As used in this Contract, the term "daily room charge" shall mean a charge of \$15.00 per day for a double room and \$22.25 per day for a single room.

B. If you graduate from the University at the end of the fall semester, you must notify the Department of Residential Life on or before November 15. When the Registrar confirms your graduation, you will be required to pay to the University all charges accrued under the Contract through the end of the fall semester.

V. Room Assignments

a. The University assigns roommates without regard to race, religion, or national origin. For special accommodations, students with disabilities or other unique needs must make a written request to the Office of Residential Life.

b. If permanent space is not available in University housing, the University may place you in a supplemental space or waiting list until a permanent space is available. Only the person(s) assigned by the University to your room may reside in the room.

c. The University reserves the right to make changes in room assignments for any reason the University determines to be appropriate in its sole and absolute discretion, including without limitation, roommate conflicts, pending disciplinary action, and non-compliance with the University Regulations. Room re-assignments may include but are not limited to, an assignment to a supplemental space or a consolidation of residents, and shall not result in a decrease or an increase in your Contract Rate.

d. If your room assignment is changed by the University, and you fail to vacate your current room within twenty-four hours after the University has issued you an authorization or instruction to move, you will be assessed a daily charge equal to three times the daily room charge during the holdover period.

VI. Check-in; occupancy

a. Returning students may check in on the Saturday prior to the first day of class, beginning at 8:00 AM. New students may check in on their assigned date as indicated in their confirmation letter.

b. If you fail to check in by 5 p.m. on the first day of classes without scheduling a late arrival with the University, or schedule a later arrival date and fail to check in on the scheduled date, the University may at its option terminate your license, in which event you will be charged \$500 as a termination fee.

c. If you occupy a room with permission from the University prior to the start of the early check-in period, then for each day of occupancy during that period, you will pay a room charge equivalent to the daily room charge.

d. Requests to move to another room within the on-campus housing facility during the Contract Period will be granted at the sole discretion of the University. All transfer requests must be submitted in writing to the Department of Residential Life. All room transfers must be confirmed in writing prior to a move taking place.

VII. Check-out

a. Except as provided below with respect to graduation, you must check out by 12:00 noon on the day following the last final examination during the Contract Period.

b. You must follow the University check out procedures to receive clearance to check out. Failure to follow these procedures will obligate you to pay a \$50 charge for unauthorized checkout.

c. If you fail to check out by the last day of the Contract Period or within 24 hours after you withdraw from the University, then (i) you will be charged for each additional day until you check out, at a rate equal to 1.5x the daily room charge for each day of the holdover period; and (ii) you shall indemnify the University and prospective residents of University housing for damages, costs and expenses arising out of or related to your failure to complete a timely check out, including, without limitation, lost revenues, lodging expenses, and attorneys fees. If you graduate at the end of the spring semester, you may stay in your assigned room without additional charge through the date of the University commencement, however, you must (i) submit a written request to stay to the Department of Residential Life not later than five days prior to commencement, and (ii) you must check out by 12:00 noon on the next day following commencement.



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ON-CAMPUS HOUSING CONTRACT - CONTINUED

VIII. Care of Facilities; Equipment; and Pets

a. You are responsible for keeping your room in a neat and orderly fashion at all times. You shall not cause or permit to be caused damage or alterations to the room, furniture, or equipment. You shall pay to the University promptly on demand all costs associated with the repairs arising out of or related to your failure to comply with the foregoing requirements.

b. You agree to be liable for damages or other loss that you or your guest(s) cause to University housing, your room or any furniture or equipment, except for ordinary wear and tear. Title to the damaged property will remain with the University. You will be charged on a prorated basis for damage to public areas of University housing, if reasonable evidence exists that students residing in your area are responsible for the damage. You shall pay all such amounts to the University promptly on demand.

c. A refrigerator and microwave is provided in each room. No open flame or open heating element devices are permitted. Please consult the Residential Life Handbook for a detailed listing of permitted small appliances.

d. No pets are allowed in University housing.

IX. Conduct:

The University Regulations set out the community standards and policies expected of residents. A full listing of the University of Texas at Brownsville Residential Life policies is available in the Housing Handbook. Violations of any of those community standards and policies may result in termination of your license and/or disciplinary action under the Campus Judicial disciplinary process:

a. Except as otherwise expressly provided by applicable law, the use or possession of fireworks, firearms, any lethal weapons or facsimiles thereof are prohibited in University housing and may subject the violator to disciplinary action, including expulsion from the University.

b. Alcoholic beverages, smoking, firearms, gambling, narcotics, and controlled substances are prohibited in University housing.

c. Solicitation, including door-to-door sales of goods and services, is not permitted in University housing.

X. Fire Safety

a. Fire safety devices are installed in all rooms. Residents and guests must evacuate any time that a fire alarm sounds. Failure to evacuate may result in disciplinary action, including expulsion and/or the imposition of monetary charges against violators. Tampering with fire safety equipment is a violation of state law and University Regulations and may result in disciplinary action, including but not limited to removal from University housing, expulsion from the University, and/or the imposition of charges for applicable restitution. You may not disconnect, damage, or tamper in any way with fire safety devices. You will immediately report to a University staff member the malfunction of any fire safety device, including smoke detectors or sprinkler heads in your room.

XI. Rights and obligations of the University

a. University personnel may enter your room at any time in the event of an emergency and at any reasonable time for any reasonable purpose, including, without limitation, inspection, maintenance or investigation of violations of University Regulations. By signing the Contract, you specifically agree to be bound by the University search and entry policies as they now exist or may hereafter be amended, as set forth in the University Regulations.

b. Any duty of the University to remedy or repair conditions materially affecting the physical health or safety of a resident is as established by applicable law. You will give written notice to the University specifying any such conditions promptly upon your discovery of such conditions.

c. The University is not responsible for loss or damages to personal property by theft, fire or other casualty, whether such losses occur in your room, public areas, or elsewhere. Items left in your room or in a University storage area when you check out will be disposed of by the University in accordance with University Regulations and policies then in effect.

d. Upon your written request, the University will install, change or recode a security device on any exterior door or window of your room. A charge for labor, materials and overhead by the University shall be paid by you.

e. In the event that the University is prevented from completing the performance of any obligations under this Contract by an act of God or any other occurrence whatsoever that is beyond the control of the University, the University shall be excused from the performance of such obligations to the full extent authorized by law.

XII. Miscellaneous

a. The Contract may not be amended or supplemented except in writing signed by the parties and must be accepted as written. The Contract and all documents incorporated in it contain the entire agreement of the parties. No oral understanding or agreement not incorporated into the Contract shall be binding on either of the parties.

b. The Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created by the Contract shall be performed in Cameron County, Texas. If any one or more of the provisions contained in the Contract shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof and the Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained therein.

c. Capitalized words or phrases used in these terms and conditions have the respective meanings assigned to them in the Contract, unless the context clearly indicates otherwise.

XIII. Notices

Any notice, request, or other communication required or permitted to be delivered under the Contract shall be in writing and shall be deemed received (a) when actually delivered by hand delivery, facsimile transmission, or overnight courier, or (b) three days after it is deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to (1) Student at the address of the Student assigned room during the Contract Period; (2) addressed to Student before or after the Contract Period or to Guarantor at the address stated in the Contract, or (3) if to the University, addressed to the University at the Department of Residential Life, , 2651 FJRM Avenue, Brownsville, Texas, 78520.