

THIS IS A BINDING LEGAL DOCUMENT - PLEASE READ IT CAREFULLY.

This HOUSING CONTRACT is between Angelo State University, San Angelo, Texas, hereinafter referred to as "UNIVERSITY," and the undersigned, hereinafter referred to as "STUDENT."

I. DEFINITION OF TERMS

- A. **New Student** – Any student who is residing in campus housing for the first time, and who submits a "new student housing application."
- B. **Renewal Student** – Any student who is residing in campus housing for a second or additional academic year(s), or who participates in a renewal student room selection, or who submits a "renewal student housing application."
- C. **Recontracting Student** – Any student who has a break in on campus housing of one or more semesters, excluding summer terms, or who submits a "recontracting student housing application."
- D. **Cancellation** - Before occupancy (see definition below) and prior to the date that the residence halls officially open for occupancy; STUDENT may cancel his/her application for housing by notifying the Office of Housing and Residential Programs - in writing – provided the student has officially withdrawn from the UNIVERSITY or meets housing exemption requirements. Requests for contract cancellations during the course of the contract will be subject to the provisions set forth in **X. Contract Cancellation or Termination, C.** Refunds, contract cancellations and contract breakages are subject to both the refund policy and housing requirements found elsewhere herein (See Section X for cancellation procedures).
- E. **Occupancy** - Occupancy is defined by the availability/issuance of a key to STUDENT for a specified room/apartment and does not require actual physical presence of STUDENT and/or student's possessions.
- F. **Termination** - Termination occurs at the end of occupancy or when the contractual relationship between STUDENT and UNIVERSITY is discontinued. Termination is possible after occupancy when initiated by UNIVERSITY for disciplinary reasons or for failure of STUDENT to maintain eligibility.
- G. **Eviction** - Upon administrative/disciplinary termination of the Contract, STUDENT is required to vacate the assigned room/apartment within twenty-four (24) hours of receipt of notice from UNIVERSITY. If STUDENT does not vacate the assigned room/apartment, UNIVERSITY may take any action it deems appropriate including applying to the appropriate court for eviction or restitution of the property. Eviction carries a financial penalty and may result in the denial of future applications for campus housing.
- H. **Improper Check-Out** - STUDENT fails to follow established procedures for checking out of student's room/apartment. Improper check-outs carry a financial penalty plus the charge for the lock changes if the keys are not returned and any other applicable cleaning and damage charges. All personal belongings left in the room/apartment will be collected by staff and subject to the Abandoned Property policy found in the Housing Handbook.
- I. **Policies/Regulations** - For the purpose of this Contract, Policies/Regulations include but are not limited to: policies of the Board of Regents, Texas Tech University System as they are adopted from time to time; University Operating Policies, including the Housing Policy (OP 60.02); the

UNIVERSITY Student Handbook; University Undergraduate Catalog, University Graduate Catalog, the UNIVERSITY Parking Policies; the UNIVERSITY Sales and Solicitation Policies; the UNIVERSITY Housing & Residential Programs Handbook, and the policies and regulations of the Housing & Residential Programs Department. The policies and regulations may be amended from time to time during the occupancy period. STUDENT shall comply completely and fully and be bound by these Policies/Regulations. STUDENT has the obligation to be fully aware of Policies/Regulations that affect this Contractual relationship. Policies/Regulations found in UNIVERSITY Publications that are available for distribution may be obtained annually, one per student. Applicable UNIVERSITY Publications and related information may also be found on the UNIVERSITY'S web page at: www.angelo.edu.

- J. **Standard Academic Year** - For the purposes of this Contract, Standard Academic Year shall be defined as the period of time beginning at 8:00am on the date that the residence halls officially open for check-in immediately preceding the start of fall semester classes, as published in the most current University Calendar, and ending 24 hours after completion of STUDENT'S last final of the Spring semester. For STUDENTS officially participating in spring graduation exercises, the Standard Academic Year ends at noon on the Sunday immediately following spring graduation exercises.
- K. **Summer Term(s)** - For the purposes of this Contract, Summer terms are defined as any academic period taking place between the end of the Spring semester and the start of the Fall semester.
- L. **Student Housing** - For the purpose of this Contract, the following areas are defined as Student Housing: Carr Residence Hall, Centennial Village, Robert Massie Hall, Mary P. Massie Hall, Texan Hall, Plaza Verde, and Vanderventer Apartments (including any use of these facilities as overflow/temporary housing). Student housing is not an open, public forum. As such, no distribution of neither materials nor any sales, solicitation, or advertising shall occur without prior written authorization from the Director of Housing and Residential Programs.
- M. **Releases** - A STUDENT who becomes eligible for exemption to the UNIVERSITY **Housing Policy** after entering into this academic year contractual agreement, may petition the Office of Housing & Residential Programs for a release from the Student Housing Contractual Agreement. Release from this contractual agreement is contingent upon the student meeting specified criteria as defined elsewhere in this contractual agreement and may have financial implications. Requests for release will not be accepted after applicable deadlines found elsewhere herein, unless STUDENT can demonstrate evidence of a special circumstance.
- N. **Service and/or Emotional Support Animals (ESA)** - A Service Animal, as defined by the Americans with Disabilities Act, is any guide dog, signal dog, or other animal individually trained or certified to provide assistance to an individual with a disability. Service Animals are not pets. Emotional Support Animals are defined as physician-prescribed animals necessary for students' health, well-being, and academic success. Emotional support animals must be approved through both the office of Disability Services and the Director of Housing prior to their arrival on campus.

II. APPLICATIONS AND ASSIGNMENTS

- A. UNIVERSITY will assign accommodations subject to the space available.
- B. UNIVERSITY will make every effort to honor STUDENT'S request with regard to preference of

- room, roommate, and residence hall but does not guarantee assignments to particular buildings, types of accommodations, specific rooms or apartments, roommates, or single rooms.
- C. UNIVERSITY reserves the right to change or cancel assignments in the interest of order, health, safety, effective space utilization or discipline, with appropriate written and/or verbal notice to the extent reasonably practicable under the circumstances.
 - D. Assignment to housing space is contingent upon receipt by the Housing & Residential Programs office of a completed Student Housing Application, \$100.00 non-refundable application fee for Fall/Spring contracts, or \$50.00 non-refundable application fee for Summer contracts, and provided STUDENT has fulfilled all requirements for assignment to UNIVERSITY housing and admission to UNIVERSITY.
 - E. UNIVERSITY reserves the right to assign or reassign STUDENT to a particular housing facility, as UNIVERSITY deems necessary. Such assignments/reassignments may occur prior to or after STUDENT assumes occupancy of the residential unit in accordance with the Consolidation Policy (**see section VI**) published in the Housing and Residential Programs Handbook.
 - F. UNIVERSITY reserves the right to assign another student to a multiple bed unit without prior notice.
 - G. Private rooms will be granted on the basis of availability, at the discretion of the Director of Housing and Residential Programs or his/her designee, and are subject to charges specified in the UNIVERSITY Residence Hall Room and Board Rate Sheet.

III. ELIGIBILITY FOR STUDENT HOUSING

- A. STUDENT agrees to enroll as a full-time student (12 credit hours) at UNIVERSITY in each long (fall and spring) semester covered by this Contract.
- B. Eligibility for residency under this Contract is not lost when STUDENT drops to part-time status during the Contract period; however, if STUDENT drops to below nine (9) semester credit hours, continued residency is subject to written approval by the Director of Housing and Residential Programs. Prior STUDENT involvement in any disciplinary incidents may be taken into consideration in determining authorization to continue to reside on campus.
- C. Housing and Residential Programs has several designated Living/Learning Communities (LLCs) with their own eligibility requirements. Those requirements can be found in the Residence Hall Handbook which is online at www.angelo.edu/liveoncampus or by contacting the Housing and Residential Programs Office or the academic department with whom the LLC is affiliated. Space in the LLCs is limited and students not satisfying eligibility requirements may be relocated.
- D. STUDENTS desiring to continue occupancy during the summer are not required to be enrolled for summer term classes; however, if they are not enrolled STUDENTS must demonstrate their intention for a continued relationship with the UNIVERSITY (i.e., pre-registered for fall classes, submitted a fall housing application, and/or other similar condition deemed appropriate by the Director of Housing and Residential Programs or his/her designee).

- E. STUDENT is expected to take the initiative in notifying the Director of Housing and Residential Programs, or his/her designee, of any irregularities in enrollment status or other special circumstances that may affect eligibility for occupancy.
- F. STUDENT may be required to provide relevant documentation or be evaluated by a UNIVERSITY designee, affirming STUDENT is able to return to UNIVERSITY residence hall(s) following a hospitalization for a physical or mental health condition/emergency.

IV. PERMIT FOR USE/RESTRICTIONS

- A. STUDENT is provided a room under this Contract for his/her use only. Use of the room by another party except as authorized by UNIVERSITY in writing is in violation of UNIVERSITY policy and will subject STUDENT to disciplinary action and/or may result in termination of this Contract.
- B. Room assignments are not transferable; subletting is not permitted.
- C. STUDENT agrees that under no circumstances shall student :
 - 1. Allow overnight visitors or guests in University housing without receiving prior written permission from the Area Coordinator of their building.
 - 2. Allow pets of any kind in the housing facility. Service and/or ESA animals are not pets and in accordance with ADA regulations are permitted in the residential facilities. Specific information regarding UNIVERSITY'S Policy regarding service and/or ESA animals may be obtained from the Student Disability Services Office.
***Note: ESA animals must be approved through the established procedure from the Student Disability Services Office prior to being brought into University housing.**
 - 3. Use the housing facility for any form of business activities or promotional ventures.

V. TEMPORARY ACCOMMODATIONS

When demand for housing accommodations exceeds the available space or there are extenuating circumstances (such as facility issues), UNIVERSITY reserves the right to assign an additional student to a room or make other temporary arrangements, including the use of off-campus facilities.

VI. CONSOLIDATION POLICIES

When deemed necessary by UNIVERSITY, STUDENT may be required to move to other accommodations as detailed below. When such circumstances occur, STUDENT agrees to complete the move within the time specified by the Housing & Residential Programs Office - usually 24-48 hours.

- A. To vacate a floor, wing, room, apartment, building, complex when extraneous circumstances require;
- B. To consolidate students as set forth in the Consolidation Policy as listed in the Residential Programs Handbook;
- C. To control the use of rooms/apartments with medical direction, in the event of a severe

health problem or epidemic;

- D. To provide necessary space to accommodate staffing needs;
- E. To reassign to areas to accommodate the current gender mix;
- F. To vacate an area for the purpose of major repairs or facility failures;
- G. To temporarily close facilities during extended UNIVERSITY break periods;
- H. When unusual conditions occur affecting the health or safety of STUDENT or others;
- I. To maximize space use efficiency and/or to meet building occupancy requirements;
- J. As part of the Student Conduct/Judicial process and/or as needed to maintain order and an appropriate living-learning environment.

VII. CONTRACT PERIOD AND PAYMENT PROVISIONS

- A. This Contract is for UNIVERSITY housing and board during the standard academic year unless otherwise noted in this Contract. For New Students, the term of occupancy shall be for the entire academic year (fall and spring semesters) or if entered into after the start of the fall semester, for the remainder of the fall and spring semesters. For Renewal Students, the term of occupancy shall be for one semester if beginning in the Fall term, renewing automatically to the Spring term, unless otherwise cancelled by the student. For Recontracting Students, the term of occupancy shall be for one semester if beginning in the Fall term, renewing automatically to the Spring term, unless otherwise cancelled by the student.
- B. The term of occupancy includes UNIVERSITY holidays (days during the standard academic year when classes are not held) that fall between the residence hall opening date and residence hall closing date, as specified elsewhere herein. Occupancy ends at the conclusion of the Contract period or when STUDENT has received written authorization from the Director of Housing and Residential Programs; or his/her designee, to terminate this Contract.
- C. Occupancy at times other than those specified above may be allowed on a space available basis and for an additional fee, in cases where the STUDENT has received prior authorization from the Director of Housing and Residential Programs or his/her designee, and has made payment in advance of occupancy, in accordance with the break housing policy.

VIII. BREAK HOUSING

- A. Breaks are defined as the following periods during which classes are not offered:
 - 1. Fall break: Period of days between the end of summer session two classes and the date the residence halls open for Academic year check-in;
 - 2. Summer break: Period of days between the end of the standard academic year and prior to

the date the residence halls open for summer session one check-in.

3. Winter break: Period of days between the last class day of the Fall Term and the date the residence halls open for Spring term check-in.
- B. STUDENT desiring housing during break periods may request to stay in designated UNIVERSITY residence hall(s). Additional fee(s) may apply. STUDENT may be required to move to a different housing facility for the break.
 - C. STUDENT is only eligible for BREAK HOUSING if they reside in UNIVERSITY residence hall(s) for a minimum of 25% of the subsequent academic term. Failure to meet the 25% occupancy may result in the assessment of **Break Housing Charges**.
 - D. Meal service will be provided for STUDENT during any break and holiday periods including: Fall Break, Winter Break and Spring Break, with at least 1 meal per day to be served, provided that STUDENT has purchased or otherwise agreed to a GOLD meal plan both before and after the break period in question.

IX. FINANCIAL OBLIGATIONS

- A. STUDENT agrees to pay the established rate for room and board as specified in the UNIVERSITY's Residence Hall Room and Board Rate Sheet. A copy of the current Room and Board Rates may be obtained from the Housing and Residential Programs Office. A copy may also be found on the university web page at www.angelo.edu/liveoncampus. Proposed rates will be published until they are approved by the Board of Regents.
- B. Charges for room and board are due and payable at the UNIVERSITY Cashier's (Student Accounts) Office in conjunction with other charges (i.e. tuition, fees, etc.) according to the due date, or according to the installment plan dates as published by the UNIVERSITY Cashier's (Student Accounts) Office.
- C. Room and board charges are subject to all applicable policies and procedures as established by UNIVERSITY and are subject to change by the Board of Regents of the Texas Tech University System.
- D. If STUDENT does not meet financial obligations to UNIVERSITY, STUDENT is subject to removal from UNIVERSITY housing and dismissal from UNIVERSITY. Other actions for failure to meet financial obligations to UNIVERSITY, as published in the UNIVERSITY Student Handbook, Residence Hall Handbook; University Catalogue, include the withholding of future registration privileges, the withholding of the issuance of an official certified transcript, the withholding of the conferring of a degree, and a bar against readmission to UNIVERSITY. Expenses incurred by UNIVERSITY in collecting the total amounts due under this Contract, including collection fees, attorney fees, court costs, and other costs, will be the responsibility of STUDENT.
- E. STUDENT agrees to pay UNIVERSITY for any damages incurred to the premises during this occupancy (including group damage billing) and for all expenses incurred by UNIVERSITY in restoring the room/apartment and its contents to clean and good condition, as determined by the designated Housing & Residential Programs staff, save reasonable wear and tear and acts of nature or otherwise reasonably beyond STUDENT'S control.

- F. STUDENT agrees to pay UNIVERSITY other fees that may be requested or assessed from time to time (such as administrative fees, Liquidated Damage Charges, or fees related to UNIVERSITY'S discipline process).

X. CONTRACT CANCELLATION OR TERMINATION

- A. This Contract may be cancelled by STUDENT prior to occupancy provided the student meets eligibility requirements to reside off campus as specified in UNIVERSITY Housing Policy (OP 60.02); and written notification of cancellation, is received by the Office of Housing & Residential Programs on or before **AUGUST 15th** for students requesting Contract cancellation or termination prior to the Fall semester and/or; on or before **JANUARY 10th** for students requesting Contract release or termination for the Spring semester. Requests for contract cancellations during the course of the contract will be subject to the provisions set forth in **X. Contract Cancellation or Termination, C.**
- B. For New Students, ASU Housing Contractual Agreements are for both a fall and spring semester, except in the case of Spring-Only students, and as such, contract cancellations approved during the course of the contract may result in assessment of **Liquidated Damage Charges as specified in XII, C: Contract Releases**, in the contractual agreement. For Renewal Students and Recontracting Students, ASU Housing Contractual Agreements are for a single semester, if starting in the Fall term, automatically renewing for the Spring term unless otherwise cancelled by the student as specified in **Section X. Contract Cancellation or Termination, A.**
- C. Students requesting cancellation of their Student Housing Contractual Agreement must satisfy at least one provision of the Housing Policy (OP 60.02) **AND** be formally approved through the established Exemption/Cancellation Process to reside off campus under the terms of the UNIVERSITY'S Housing Policy. **Liquidated Damage charges may apply for early Contract release or cancellation. See XII. Contract Releases.**
- D. If STUDENT does not claim the assigned housing accommodation by noon on the first day of class each semester, or if STUDENT has not officially initiated procedures for enrollment in UNIVERSITY by that time, this Contract may be voided by UNIVERSITY. Pro-rated room and board charges and **Break Housing Charges** may apply.
- E. If STUDENT does not claim the assigned housing accommodation by noon on the first day of class each semester, and if STUDENT is officially enrolled in classes in UNIVERSITY, STUDENT is liable for all applicable room and board charges.
- F. If STUDENT cancels housing or does not return to the university following Break Housing, (see section VIII. Break Housing) **Break Housing Charges** may apply.
- G. If STUDENT violates UNIVERSITY policies, rules, and regulations defined in **Section I, H** or law, the UNIVERSITY may terminate this Contract and require that the STUDENT vacate the room within 24 hours after receipt of notice to vacate. Under these circumstances the STUDENT will be liable for **Liquidated Damage Charges as specified in XII, C: Contract Releases.**

XI. REFUNDS

- A. All refunds for room and board payments authorized under this Contract will be made in accordance with the refund provisions specified in this Student Contractual Agreement.
- B. No refunds of room and board payments for UNIVERSITY housing will be made for any reason after the deadline to officially withdraw from the UNIVERSITY as published in the current UNIVERSITY's academic calendar.
- C. Any refunds will be processed only after all terms of this Contract have been satisfied.

XII. CONTRACT RELEASES

- A. STUDENT may request release from this Contract for the academic year by submitting a written request for release to the Office of Housing & Residential Programs on or before August 15th for cancellations prior to the start of the fall term. STUDENT may request release from this Contract for spring semester by submitting a written request for release to the Office of Housing & Residential Programs on or before January 10th. Housing & Residential Programs will approve the request ONLY if one or more of the following circumstances exist:
 - 1. STUDENT is a RENEWAL STUDENT, OR STUDENT is a NEW STUDENT who transferred after living in on-campus housing at an institution of higher education for at least 1 year (two long semesters) after graduating high school.
 - 2. STUDENT will graduate or terminate enrollment at the close of the summer session for academic year release or at the end of the fall semester for spring semester release.
 - 3. STUDENT will be married prior to the beginning of the applicable fall or spring semester.
 - 4. STUDENT will turn 21 years of age prior to the beginning of the applicable semester. (Spring contract releases may be subject to **Liquidated Damage Charges as specified in XII, C: Contract Releases**, in the contractual agreement.)
 - 5. STUDENT will reside with parent, grandparent or sibling, at an established residence, within 70 miles of the UNIVERSITY campus. (Spring contract releases may be subject to **Liquidated Damage Charges as specified in XII, C: Contract Releases**, in the contractual agreement.)
 - 6. STUDENT obtains approval for Contract release by the Office of Housing & Residential Programs due to a qualifying hardship or other compelling reason that occurred after August 15th for the Academic year/fall semester or after January 10th for spring semester. (Spring contract releases may be subject to **Liquidated Damage Charges as specified in XII, C: Contract Releases**, in the contractual agreement.)
 - 7. STUDENT has a student teaching, study abroad, or intern assignment that requires residence in another city at a distance greater than 70 miles from the UNIVERSITY campus.
 - 8. STUDENT has at least six months of active-duty military service.

- B. STUDENT who qualifies for release from this Contract under provisions (XII)(A)(1), (XII)(A)(2), (XII)(A)(3), and (XII)(A)(7), may be released without penalty upon receiving written approval by the Office of Housing & Residential Programs.
- C. If STUDENT receives a release from this Contract under a provision other than those set forth in Section XII. B., STUDENT, will pay UNIVERSITY \$800.00 for contract release at any point prior to the start of the academic year, or during the academic year; as liquidated damages, and not as a penalty. This charge will cover UNIVERSITY'S administrative and re-rental expenses, and the parties agree that this charge is reasonable. Liquidated Damage Charges will be applied to the STUDENT'S account in the term that corresponds with the term for which the contract release is granted. Failure to complete payment of Liquidated Damage Charges may result in rescindment of approval of the Contract release request.
- D. If STUDENT receives a release from this Contract under any provision and has continued to occupy a UNIVERSITY residence hall room during any Break Housing period (**see section VIII**), STUDENT will pay UNIVERISTY \$25.00 per day of occupancy after the end date of the previous term until STUDENT has followed established procedures for checking out of student's room/apartment with hall staff. Charges will be automatically applied to STUDENT'S university bill.

XIII. BOARD OPTIONS

- A. NEW STUDENTS are required to carry a GOLD MEAL plan unless they live in the Vanderventer Apartments. (STUDENTS in XIII (C) who choose a meal plan option, may do so, but are not required to do so.)
- B. RENEWAL and RECONTRACTING STUDENTS are required to carry either a GOLD MEAL plan or BLUE MEAL Plan unless they live in the Vanderventer Apartments. (STUDENTS in XIII (C) who choose a meal plan option, may do so, but are not required to do so.)
- C. Meal Service is optional for STUDENTS in Vanderventer Apartments and summer school residents.
- D. Prior to the beginning of each academic year, STUDENT must choose from one of the meal plan options offered by UNIVERSITY. STUDENTS who are required to carry a meal plan, but who fail to select a meal plan by the published deadline(s), will be assigned the GOLD meal plan that offers the most number of meals per week.
- E. Meal service provided by UNIVERSITY under this Contract is for use of STUDENT only. STUDENT'S authorization for use of meal service by another party will subject STUDENT to disciplinary action.

XIV. LIABILITY

- A. STUDENT is liable for payment of any damages to UNIVERSITY property in their room in accordance with the published University list of maintenance /cleaning charges.
- B. STUDENT is liable for payment of a pro rata share, along with other occupants, for any damages

which occur in the housing facility, or for any loss of furnishings which cannot be attributed to the action or negligence of a particular occupant or to another party.

- C. STUDENT will not be liable for damages caused by acts of nature or for normal wear and tear.
- D. STUDENT will receive an itemized statement for the full amount of such damages, and payment of the said amount shall be due immediately.
- E. UNIVERSITY will not be liable for theft, or for loss, damage, or destruction of personal property belonging to, or in the custody of STUDENT, including loss from fire, windstorm, or other causes. Students are encouraged to carry personal renters insurance or to see if they are eligible for coverage under parent's homeowner's policy.

XV. INDEMNIFICATION

ANGELO STATE UNIVERSITY AND ITS OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES, SHALL NOT BE LIABLE OR RESPONSIBLE FOR, AND SHALL BE SAVED AND HELD HARMLESS BY STUDENT FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, OR LIABILITIES OF ANY CHARACTER, TYPE, OR DESCRIPTION, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, (COLLECTIVELY REFERRED TO AS "CLAIMS" IN THE REMAINDER OF THIS SECTION), ARISING OUT OF, CONNECTED WITH OR RESULTING FROM ANY ACTS OR OMISSIONS OF STUDENT INCLUDING CLAIMS ARISING IN WHOLE OR IN PART FROM THE NEGLIGENCE OF ANGELO STATE UNIVERSITY OR ITS OFFICERS, AGENTS, REPRESENTATIVES OR EMPLOYEES.

XVI. CONDITION OF ROOM

- A. STUDENT agrees to properly clean their room and keep it clean and in reasonable order. Failure to do so may be cause for termination of CONTRACT and/or applicable cleaning charges being applied.
- B. Painting of the room or any portion thereof is prohibited, and the hanging of articles in the room may be done only in accordance with UNIVERSITY policy. (See residence hall staff for more information.)
- C. In accordance with Housing Policy as defined in the Residence Hall Handbook, STUDENT shall not make any modification or physical changes in room, or attach fixtures, pictures, plaques, etc. to walls, doors, or ceilings, except as authorized by UNIVERSITY.
- D. UNIVERSITY and STUDENT shall cooperate in the care of the dwelling and grounds. STUDENT is responsible for exercising reasonable care so as not to cause a disorderly, unsafe, or unsanitary condition to occur.
- E. STUDENT shall notify the Housing and Residential Programs Staff of damage or needed repairs in a timely manner via the established work order procedure as outlined in the Residence Hall Handbook.

XVII. SERVICES BY UNIVERSITY

- A. UNIVERSITY will not provide maid service for STUDENT'S living unit, but will keep community areas and halls clean and in good order. STUDENT, however, is responsible for their misuse of community areas.
- B. UNIVERSITY agrees to provide garbage collection, hot and cold water in reasonable quantity, and electricity in sufficient quantity to heat/cool the facility according to the heating/cooling system of each individual residence hall. UNIVERSITY shall not be responsible for disruptions in service that are beyond UNIVERSITY control.

XVIII. PRIVACY OF STUDENT OCCUPIED ROOMS

- A. The privacy of student rooms in UNIVERSITY housing will be respected by UNIVERSITY personnel. No room shall be entered without knocking, except in emergencies. STUDENT agrees and acknowledges that in the absence of occupants, authorized UNIVERSITY personnel may enter rooms for the purposes of routine inventory; maintenance or repair, to determine compliance with UNIVERSITY regulations and policies or federal, state, and local criminal laws where there is a reasonable cause to believe that a violation has occurred or is taking place and for health or safety inspections.
- B. STUDENT agrees and acknowledges that authorized UNIVERSITY personnel may conduct a search of STUDENT'S room to determine compliance with UNIVERSITY regulations and policies or federal, state, and local criminal laws where there is a reasonable cause to believe that a violation has occurred or is taking place.

XIX. NONDISCRIMINATION

UNIVERSITY does not illegally discriminate when making assignments and will reject requests for assignment based upon discrimination against race, color, religion, age, gender, disabilities, or national origin.

XX. UNIVERSITY POLICIES, RULES, AND REGULATIONS

STUDENT agrees to abide by law, and all UNIVERSITY policies, rules, and regulations published in the Undergraduate/Graduate Bulletin, Student Handbook, Residence Hall Handbook, University Parking Regulations, and other official UNIVERSITY and Texas Tech University System publications.

XXI. CORRESPONDENCE WITH THE ASU OFFICE OF Housing and Residential Programs

You may contact the Office of Housing and Residential Programs at the following:

- ASU Office of Housing and Residential Programs, ASU Station # 11016, San Angelo, TX 76909-1016.
- Our e-mail address is housing@angelo.edu.
- Our web address is: www.angelo.edu/liveoncampus.
- Our FAX number is (325) 942-2239.
- Our phone number is: 325-942-2035.

Please include your name and Campus ID Number (CID) on all correspondence.

XXII. GENERAL PROVISIONS

- A. The Parties herein construe this Student Housing Contractual Agreement under the laws of the State of Texas and perform obligations in Tom Green County, Texas.
- B. The dispute resolution process provided for in Texas Gov't Code, Chapter 2260 shall be used by UNIVERSITY and STUDENT to resolve any dispute arising under the Contract.
- C. In the event that any provision of this Contract is later determined to be invalid, void, or unenforceable, then the remaining terms, provisions, covenants, and conditions of this Contract shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated.
- D. This agreement may be executed in multiple copies which are all part and parcel of the same agreement.

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IMPORTANT NOTICE: Submission and acceptance of a Student Housing Application form executes this Contract and implies acceptance on the part of STUDENT of all terms and conditions stated herein.

Revised: February 2020