

Angelo State University
Housing COVID-19 Health and Safety Procedures

In response to the COVID-19 pandemic, Angelo State University, a component institution of the Texas Tech University System (“University”) has modified its normal campus operating procedures to protect the health and safety of the University community. In accordance with Student’s agreement to abide by all applicable law and all University policies and procedures, Student shall comply with the following requirements, as implemented and directed by University, when residing in any University Housing facility.

1. **Compliance with Federal Guidelines Concerning Residing on Campus.** The U.S. Centers for Disease Control and Prevention (“CDC”) has provided guidance concerning prevention measures to be implemented in light of the COVID-19 pandemic. Current guidance from the CDC may be found at <https://www.cdc.gov/coronavirus/2019-ncov/community/colleges-universities/index.html>. University requires Student to comply with all guidance set forth by the CDC, including but not limited to social distancing and maintaining proper hygiene practices. Current CDC guidance includes, but is not limited to:
 - Using best efforts to maintain a social distance of at least six feet between individuals in common areas.
 - Limit the number of guests per occupant to one (1) individual.
 - Washing hands frequently with soap and water for at least 20 seconds.
 - Using hand sanitizer with at least 60% alcohol if soap and water are not available.
 - Avoiding use of other persons’ phones, computers, books, or other personal items.

2. **Compliance with University Requirements.** University requires Student to comply with all guidance set forth by the University and includes, but is not limited to:
 - Student will complete the Daily Wellness Screening everyday they are on or will be coming to the University campus.
 - Student will wear facial coverings upon arriving on campus or entering public spaces as noted in the face covering policy, <https://www.angelo.edu/content/files/27359-ttus-policy-for-face-coverings-on-campus>
 - If a student fails the Daily Wellness Screening they will utilize the Shannon Doctor on Demand app for a consultation with a medical professional.
 - If instructed to be tested for the COVID-19 virus by a medical professional, student will need to identify themselves as an ASU student when testing.
 - Student is expected to provide the ASU COVID-19 Strike Force (Contact Tracer) with any requested information, including the results of their COVID-19 test.
 - Student is expected to comply with all university instructions regarding going into, being in, and leaving quarantine and/or isolation. Be aware that food will be provided via no contact delivery in the event of quarantine and/or isolation.

3. **Updates to University Housing Contract.** Student is advised that University has updated its policies in light of COVID-19. The University Housing Contract is revised as follows:

X. Contract Cancellation or Termination

- A. **Cancellation by Student Prior to Occupancy:** This Contract may be cancelled by Student prior to occupancy provided the student meets eligibility requirements to reside off campus and written notification of cancellation is received in the Office of Housing & Residential Programs before August 15th for students requesting cancellation prior to the fall semester, and/or before January 10th for students requesting cancellation prior to the spring semester.
- B. **Cancellation by the Student after Occupancy:** This contract is binding for the entire contract term. If eligible, the student may terminate this contract subject to one of the following and pay appropriate charges, including any charge for damages, charges for loss of keys, charges for any property left after Student moves out that the University must dispose of, and/or amount owed for meal plans:

Cancellation Reason	Room/Dining Plan Charges and/or Refunds
Move out of assigned space prior to University deadline to withdraw from the University	Student will be charged a prorated amount based upon the date they provide written notice to the Office of Housing and Residential Programs so long as the notice is received prior to the deadline to withdraw from the University. Unused meal plan credits will roll over to the subsequent semester for returning students. Students not returning forfeit any unused meal plan credits.
Move out of assigned space after deadline to withdraw from the University.	No refund will be given.

Suspension/withdrawal from the University before the deadline to withdraw from the University	Suspension /withdrawal before the official withdrawal deadline will result in prorated daily room and dining plan fees based on the overall semester fees. Blue Meal Plans are Non-Refundable
Suspension/withdrawal from the University after the deadline to withdraw from the University	Suspension / withdrawal after the withdrawal deadline will result in a full charge of room and dining plan fees for the semester.

C. **Cancellation by the University.** Student may be entitled to a refund by the University for housing charges only under the follow circumstances:

Cancellation Reason	Room/Dining Plan Charges and/or Refunds
Force Majeure Event	Student may be refunded a pro-rata portion of their housing charges based upon the date on which Student is asked to move out and the remaining time left on the term of this Contract if a force majeure event occurs. Student acknowledges that there are certain administrative and facilities costs that remain regardless of the existence of a force majeure event. The University may withhold from any refund provided herein any such amount to cover said administrative and facilities costs incurred or to be incurred by University over the remainder of the term of this Contract.
Termination Due to Lack of Space	Housing charges will be refunded by the University within 10 business days after University notifies Student of the termination of this Contract due to lack of space. Student shall have the option to elect to continue with the dining plan selected, change dining plans or terminate their dining plan for a refund.

D. A room is considered occupied upon issuance of the key to the student. Student will be responsible for full room and dining plan after issuance of the room key unless the student withdraws from the University. Failure to occupy the assigned space by the first day of classes for each semester may result in a room reassignment with room and dining plan charges for the semester applied to the student’s bill through the Student Accounts Office. University reserves the right to limit the number of students per room and/or reassign students to residence halls based upon the discretion of the Office of Housing and Residential Programs. If reassigned, student is responsible for the then applicable charges for the room in which they are assigned, based on occupancy and the current rate for the residence hall assigned.

XXII. GENERAL PROVISIONS (the following provisions are added)

- E. **Force Majeure.** “Event of Force Majeure” means an event beyond the control of Contractor or University which prevents or makes a party’s compliance with any of its obligations under this Contract illegal or impracticable, including but not limited to: act of God (including, without limitation, fire, explosion, earthquake, tornado, drought, and flood); act or threats of terrorism; epidemic, pandemic, viral outbreak, or health crisis; or directive of governmental authority. No party will be considered in breach of this Contract to the extent that performance of their respective obligations is prevented or made illegal or impracticable by an Event of Force Majeure that arises during the term (or after execution of the Contract but prior to the beginning of the term). A party asserting an Event of Force Majeure hereunder (“Affected Party”) will give reasonable notice to the other party of an Event of Force Majeure upon it being foreseen by, or becoming known to, Affected Party.
- F. **Emergency Health and Safety Procedures.** In the event of pandemic, epidemic, viral outbreak, health crisis, or other emergency (“Emergency”), University may, at its sole discretion, implement new or modified health and safety procedures in order to protect the health and safety of the University community. In the event of Emergency, Student agrees to adhere to all such procedures and related directives from University when residing on University’s campus, including all check out procedures that may be issued from the University.
- G. **Compliance with Further Guidelines.** Due to the changing nature of the COVID-19 pandemic, Student shall comply with further CDC and other federal, state, and local directives; modifications to University operating procedures; and directives of University relating to protection of the health and safety of the University community, including but not limited to any University procedures instituted for move out of residence halls enacted in the event residence halls are closed for some period of time as a result of COVID-19.