

**TEXAS A&M UNIVERSITY
DEPARTMENT OF RESIDENCE LIFE
UNIVERSITY HOUSING CONTRACT**

University Apartments – The Gardens

**Entire Apartment or Individual Bedroom / 9-1/2 or 12 Month / Pay Housing Charges Plus Electricity
Monthly
For All Gardens Leases 2021-2026**

This University Housing Contract (“Contract”) is an agreement between Texas A&M University (“TAMU” or “University”), a member of the Texas A&M University System, an agency of the State of Texas, and the individual student named below. This Contract does not constitute a commitment of admission to the University. This Contract may be terminated only under the conditions specified herein. **Students must carefully read this Contract.** Upon execution by the student, this becomes a binding contract between the student and TAMU. An electronic or facsimile (fax) copy of this Contract with the appropriate signature(s) (including electronic signatures) will be construed the same as the original and is legally binding on all parties hereto.

TERMS AND CONDITIONS

1. RESIDENT ELIGIBILITY:

Only TAMU students or TAMU students and their legally dependent spouses and children may reside in University Apartments. Student residents must be full-time graduate or undergraduate students at TAMU enrolled in a degree producing program as defined by the most current TAMU graduate or undergraduate catalog. Exception can be made for students who are sponsored by TAMU’s Study Abroad Program. Student residents must also meet at least one of the following criteria: Graduate student, married student, student with a dependent child or children, international student, US military veteran student, student who is at least 21 years old, or an undergraduate student who has completed at least 24 semester hours or 2 semesters in residence at a 2 or 4 year college. Students who become Post Doctoral students will need to apply for a Faculty/Staff/Post Doc apartment. At least a 60 day notice will be given to student residents when eligibility terms are amended.

2A. APARTMENT OCCUPANCY AND ASSIGNMENT – WHEN RENTING ENTIRE APARTMENT:

Each apartment must have at least one student resident living in the apartment during the term of this Contract. A maximum of two adult residents per bedroom is allowed in an apartment. Adult resident is defined as a student resident per Part 1 (Resident Eligibility) or a non-student spouse of a student resident. Student residents of opposite genders may share a bedroom or apartment, but only upon request of the student residents, and only if both student residents mutually agree to be roommates

The following occupancy scenarios are allowed in each BEDROOM of an apartment:

- a. One student resident living alone - or - one student resident living with dependent children.
- b. Two student residents living together - or - two student residents living with dependent children.
- c. One student resident living with a (student or non-student) spouse - or - one student resident living with a (student or non-student) spouse and dependent children.

2B. APARTMENT OCCUPANCY AND ASSIGNMENT – WHEN RENTING INDIVIDUAL BEDROOM:

A maximum of one student resident as defined by Part 1 (Resident Eligibility) is allowed per bedroom. No one else may occupy the bedroom with the student resident. Student residents living in the same apartment (occupying separate bedrooms) must both have signed a separate “Individual Bedroom” contract. Student residents of opposite genders may share an apartment (not bedroom), but only

upon request of the student residents, and only if both student residents mutually agree to be roommates. If the Department of Residence Life assigns a roommate, the roommate will be of the same gender.

In addition, the following conditions will apply regarding occupancy and assignment of apartments:

- a. TAMU has the right to assign a roommate to any vacant bedroom in an apartment rented by a student resident who has signed an “Individual Bedroom” contract and is living alone in the apartment. This can be done at any time for operating efficiency.
- b. TAMU has the right to relocate a student resident who has signed an “Individual Bedroom” contract and is living alone in an apartment to another apartment with another student who has signed an “Individual Bedroom” contract and is living alone in the apartment. This can be done at any time for operating efficiency

3. MONTHLY HOUSING CHARGES:

- a. Monthly housing charges are approved by the TAMU President, and are subject to periodic adjustment. Adjustments to monthly housing charges are binding on all student residents presently residing in an apartment and on all prospective student residents who have applied for residency. A minimum 60 day notice will be given to all student residents currently residing in an apartment when monthly housing charges are adjusted.
- b. Student residents are responsible for paying all monthly housing charges plus electricity for the entire term of the Contract (from “Contract Begin Date” through “Contract End Date”) unless terminated as outlined in paragraph 6.
- c. Monthly housing charges are due and begin on the Contract Begin Date specified on this Contract. Monthly housing charges will not be prorated if the student resident moves in after the Contract Begin Date or moves out before the Contract End Date.

d1. **WHEN RENTING ENTIRE APARTMENT** (with or without a roommate) – When two or more student residents (not married to each other) occupy one apartment, all student residents assigned to the apartment are jointly liable for all of the monthly charges (housing, electricity, telephone and damages). When splitting rent payments with a roommate, if one roommate is late with or does not make a rent payment, then both roommates will be held responsible for the late or missed rent payment. When

one or more students move out prior to the Contract End Date, the remaining roommate(s) are responsible for 100% of the housing charges (rent and electric until the Contract End Date. Monthly housing charges plus electricity, storage (if contracted), and telephone service (if subscribed) must be paid in full each month in U.S. dollars (ACH electronic payments or credit card payment only) and are due by the seventh calendar day of the month. If any of these monthly charges are not paid by this deadline, a late fee of \$40 will be assessed after the due date. Student residents who fail to pay any monthly charges and associated late fee charges prior to 5:00 p.m. on the tenth calendar day of the month will be subject to termination of this Contract, removal from the apartment and possible conduct charges from TAMU.

- d2. WHEN RENTING INDIVIDUAL BEDROOM - When two student residents occupy one apartment under "Individual Bedroom" contracts, all student residents assigned to the apartment are individually liable for their individual bedroom housing charges, but jointly liable for all common/shared spaces (kitchen, dining room, living room, bathroom, hallways and closets) and all shared monthly charges (electricity, telephone and common area damages). Monthly housing charges plus electricity, storage (if contracted), and telephone service (if subscribed) must be paid in full each month in U.S. dollars (ACH electronic payments or credit card payment only) and are due by the seventh calendar day of the month. If any of these monthly charges are not paid by the deadline, a late fee of \$40 will be assessed after the due date. Student residents who fail to pay any monthly charges and associated late fees prior to 5:00 p.m. on the tenth calendar day of the month will be subject to termination of this Contract, removal from the apartment and possible conduct charges from TAMU.
- e. Only cashier's checks, money orders or personal checks will be accepted. Do not send cash payments through the US Post Office.
- f. Student resident(s) must sign this Contract and pay the non-refundable application fee to hold an apartment assignment prior to occupancy.

(Section 3.) Student Resident Initials _____

4. PROCEDURE FOR MOVING OUT OF THE APARTMENT:

Student residents may choose to have a check out appointment with a Department of Residence Life Staff member or they may choose an express check out.

- a. If a student resident chooses a check out appointment, they will need to schedule the check-out appointment on the housing portal 72 hours prior to move out. A staff member will arrive at the apartment at the scheduled appointment time with the apartment inventory sheet that was completed at move in. The staff member will conduct a check out inspection to determine the cleanliness of the apartment and the condition of the apartment and furnishings. The staff member will record the final electric meter reading. The inventory form will be submitted to the office to determine if there are any cleaning or damage charges to be assessed to the student resident(s). The staff member will collect all keys to the apartment and storage unit, if applicable.
- b. Student Residents may choose an Express Check-Out. The student resident puts their key in an envelope with their name, apartment number and UIN and drops it in the key drop box. Student residents who choose an Express Check-Out waive the right to contest any damage or cleaning charges.

- c. Student Residents must remove all of their possessions and clean the apartment prior to moving out. If the student resident is not ready to check-out at the time of the check-out appointment, the staff member may reschedule at their convenience or the residence can follow the Express Check-Out process.
- d. Failure to vacate the apartment on the specified day will result in an additional charge of double the daily rate until the apartment/room is vacant.

5. UTILITIES:

TAMU will furnish the following utility services without extra charge to the student resident: Hot and cold water, sewer, garbage collection, basic television service, and internet service. TAMU will not be responsible for disruptions of service beyond TAMU control. In the event of utility or facility disruptions, monthly housing charges will not be abated or reimbursed. Expanded cable service and telephone service are available at the student resident's additional expense. All electricity charges are paid by the student resident.

(Section 5.) Student Resident Initials _____

6. CONTRACT TERM AND TERMINATION OF OCCUPANCY

The Contract Term is either 9-1/2 (ends in May) or 12 months (ends in July) as defined herein and determined by the "Contract Begin Date" and the "Contract End Date" above, unless terminated as outlined below. This Contract is legally binding once it has been electronically signed and submitted. You may be given the opportunity to sign a new or renewal housing contract for another term during the term of this Contract, however signing a new or renewal housing contract for another term during the term of this Contract does not guarantee you will be assigned to the same apartment. Student residents are responsible for paying monthly housing charges plus electricity (and any other subscribed, optional or assessed charges) for the entire term of this unless terminated as outlined below.

- a. The only approved reasons for contract cancellation are: graduation, military service in the Armed Forces of the United States, participation in a cooperative education (Co-Op)/internship/Practicum, student teaching (not in the local area) or a study abroad program. After this Contract is signed, requests to vacate and cancel this Contract must be made in writing (either through the housing portal, hand delivery, fax, email or U.S. Mail) to the University Apartments Office by the student resident. A request to cancel must be accompanied by proof of the reason for cancellation and must be received and approved by TAMU by November 15th (if cancelling for the Spring term). Exceptions will also be made for students who are academically restricted from re-enrollment or who become medically unable to return if written confirmation is received by a medical provider. **Whether an exception applies will be determined by the Executive Director of Residence Life, or designee, in their sole discretion.**
- b. Cancellation of any agreed upon apartment assignment by the student resident prior to occupancy, for an approved reason as outlined in 6a, but after the student has signed the housing contact, will result in the student resident being assessed an early termination fee of \$500.
- c. After moving into the apartment, residents who meet one of the approved contract cancellation reasons outlined in 6a will need to submit a request to vacate at least 30 days prior to their anticipated departure date. In addition, residents who meet one of the approved contract cancellation reasons outlined in 6a will be assessed an early termination fee of \$500 and will be

responsible for a minimum of 30 days rent and electric charges or rent and electric charges through the end of the month the resident moves out if staying longer than 30 days from The Gardens Office receiving the request to vacate. Residents who do not meet any of the approved reasons to cancel will be responsible for their rent and electric charges until the Contract End Date.

- d. Students who will not be enrolled at Texas A&M or who have not secured the appropriate Visa will pay 30 days rent and a \$500 early termination fee. The Department of Residence Life will do an enrollment verification. If the student is enrolled, the student will be charged rent and electric charges for the duration of the Contract.
- e. If a student withdraws from the University, the student will pay 30 days rent and electric charges from the date the student notifies Residence Life. Additionally, the student will be charged a \$500 early termination fee. This termination request must be in writing (as stated above).
- f. **TERMINATION BY TEXAS A&M UNIVERSITY - TAMU** may terminate the student resident's right to occupancy in accordance with State Laws and TAMU Rules under the following conditions: When a student resident fails to pay all or a portion of the monthly housing charges or other charges when due; when a student resident, spouse or child fails to comply with all terms and conditions herein outlined; when a student resident fails to or is not permitted to register as a full-time student in TAMU; when a student resident is suspended, dismissed or expelled from TAMU; when a student resident is removed from the University housing for disciplinary reasons; if TAMU closes all or part of the University housing; or if pending the outcome of a student conduct process and/or administrative contract review the Director of Residence Life (or designee) believes the continued presence of a student resident living in University housing poses a continuing danger to persons or property, is a direct threat to persons or property, or is significantly disruptive to the normal operations of University housing. **By signing this Contract, the student grants TAMU the right to conduct a criminal background check, criminal history screening or sex offender registry check on the student at any time, either prior to apartment assignment or during the term of this Contract.** TAMU reserves the right to deny a student an apartment or immediately remove a student from University housing based on information obtained in a criminal background check, including, without limitation, when the student is a registered sex offender (whether public or nonpublic). This provision should not be interpreted to impose a duty on TAMU to run a criminal background check on any student. Student residents removed from University housing for any reasons stated in this paragraph, for non-payment of monthly charges, for violating terms of this contract or for disciplinary reasons will be assessed monthly housing charges equal to the amount of remaining months of rent and electric charges until the Contract End Date. The housing charges will be posted to the student's account on the housing portal each month. If not paid by the 10th day of the month, the charges will be added to the student's University account and governed by the rules and regulations of Student Business Services. A block will be placed on the student's account and not removed until the bill is paid in full. The student may not be eligible for future on campus housing.

(Section 6.) Student Resident Initials _____

7. RULES AND REGULATIONS:

TAMU rules and regulations, Student Rules, all rules and procedures

outlined in the most recent Department of Residence Life Handbook, and all other published rules and procedures set forth by the Department of Residence Life (collectively, the "Rules and Regulations") are made a part of this Contract and incorporated herein. In the event of a conflict in between the Rules and Regulations and this Contract, the provisions of this Contract will govern. Department of Residence Life Rules and Regulations are available online at <https://reslife.tamu.edu/rules/>.

- a. Student residents, family members and guests are responsible for abiding by all Federal, State and local laws, and the Rules and Regulations.
- b. Student residents are responsible for the behavior of their family members or guests at all times and are obligated to inform them of the Rules and Regulations.
- c. Violations of Rules and Regulations or applicable law by a family member or guest may result in disciplinary action against both the student and the family member or guest.
- d. Student residents who violate the terms and conditions of this Contract, the Rules and Regulations, or any local, State or Federal Law may be subject to university disciplinary action and/or termination of this Contract.
- e. It is expected that all students, family members and guests respectfully comply with the direction of TAMU officials who are acting in the official performance of their duties and responsibilities. This includes but is not limited to producing valid identification and changing behavior when asked.
- f. The Department of Residence Life may exclude from the apartment community, family members or guests who are not obeying applicable laws or the Rules and Regulations, or those who are causing a disturbance among residents, neighbors, visitors or staff.

8. STUDENT RESIDENT'S RESPONSIBILITIES:

Maintenance responsibilities are shared by TAMU, student residents and family members residing in University housing, and all shall cooperate in the care of the apartments and the grounds of the apartment complex.

- a. Student residents and family members must exercise reasonable care with the apartment in which they reside and all TAMU owned equipment, fixtures, and furnishings. Upon occupancy, the student resident will inspect the apartment, report any deficiencies, and sign for the apartment condition, equipment, furniture and furnishings. Other than normal wear and tear, the student resident will be held responsible for and will reimburse TAMU for all damages to the apartment and damages to or loss of equipment, fixtures or furnishings. Normal wear and tear and damages will be determined solely by the University Apartments Office staff. Appeals of charges for unpaid rent, electric charges, damages, and/or cleaning charges need to be made within 12 months of move-out or posting of billing charges. Appeals made after 12 months may not be reviewed.
- b. Student residents shall notify the University Apartment Office of damage to or need to repair University property. Examples include but are not limited to water leaks, pests (bugs) and potential mold growth.
- c. Student residents and family members may not paint or alter the apartment in which they reside, nor may they alter the building, equipment or grounds surrounding the building. Wallpaper, contact paper, floor tile or adhesive carpet squares are not allowed to be used to decorate or refurbish the apartment.
- d. Student residents and family members shall permit entry into the apartment by authorized agents of TAMU without prior notice

during reasonable hours when entry is necessary to provide maintenance (pest control treatments, inspections, testing, work orders, on-going repairs, improvements or other similar reasons), to conduct fire-life-safety inspections, to enforce suspected violations of the Rules and Regulations, to control the apartment in case of an epidemic or emergency, or for any other reasonable purpose.

- e. Assigning and/or subletting is not permitted under any circumstances. Student residents may not allow anyone to live in their apartment who is not listed above as a family member of the student resident or who has not signed a separate housing contact with TAMU for the apartment.
- f. Written permission from the Residence Life Assistant Director, or designee, is required if a guest or guests are to remain in excess of two weeks (14 calendar days). Written permission needs to be granted prior to the arrival of the guest.
- g. All rubbish, garbage and waste must be disposed of in the dumpsters located throughout the apartment complex. Failure to do so may result in a \$25.00 charge per incident.
- h. Smoke detectors have been installed in each sleeping area and in the living room or dining area. Tampering with these units by removing them from where they are installed, attempting to remove the power cell or any other modification will disable the unit and is strictly prohibited. Student residents will be charged for repairs and may be subject to contract termination, disciplinary action and/or civil or criminal charges or penalties as a result of their tampering with the units.
- i. Parents or caregivers must supervise children at all times. All staff members are required to abide by Texas reporting laws for abusive and neglectful supervision. Texas Family Code defines neglectful supervision as placing a child in or failing to remove a child from a situation that requires judgment or actions beyond the child's level of maturity, physical condition, or mental abilities.
- j. Student residents and family members who leave for longer than 5 days are encouraged to let University Apartment staff members know they will be gone. Student residents are required to set the heating/air conditioning thermostats to a maintenance setting (76 degrees Fahrenheit) and the fan needs to be in the on position while they are away to prevent any damage or moisture-related issues. Student residents who do not set their thermostats to the prescribed maintenance setting, will be held financially responsible for any damages to the apartment and any necessary environmental remediation issues.

9. ADDITIONAL CONDITIONS OF OCCUPANCY:

- a. ANTENNAS AND AERIALS – Radio, television or satellite antennas may not be attached to the exterior of an apartment or on the grounds outside an apartment.
- b. AUTOMOBILES, MOTORCYCLES AND TRAILERS: All vehicles must be registered with the Transportation Services Department, parked in designated parking spaces, and shall be operated in accordance with University Motor Vehicle Regulations. At no time shall vehicles (including moving vans) be parked on sidewalks or lawn areas.
- c. BUSINESSES: Student residents and family members may not operate a business or businesses from the apartment.
- d. PETS/SERVICE/ASSISTANCE ANIMALS: The only animals allowed in the University Apartments are fish living in an aquarium (20 gallon maximum), service animals (as defined by the Americans with Disabilities Act), assistance animals (as defined by the Fair Housing Act), and the official university

mascot.

- e. HEATING/COOLING: Student residents must obtain written permission from the Residence Life Assistant Director, or designee, before using any devices or appliances for heating or cooling other than those which are provided by the University, not including box fans.
- f. SOLICITING: Door to door solicitation is not allowed. Student residents should notify the University Police Department (979-845-2345) if solicitors or salespeople go from door to door within the apartment complex.
- g. STORAGE: Storing personal property outside the apartment, including on porches, is not allowed. Bicycles and charcoal barbecue grills are allowed in approved areas only.
- h. FIRE ESCAPES: It is a criminal offense to obstruct a fire escape, hallway, or entrance leading to a fire escape in a manner that prevents free access to or use of the fire escape. All balconies, porches, hallways and breezeways are designed as fire escapes and, in compliance with Texas fire escape laws, may not be used as storage areas or blocked in any way.
- i. APPLIANCES: Washing machines, dryers, dishwashers, air conditioners and ceiling fans are not allowed other than those provided by the University.
- j. KEYS: A maximum of one key per adult resident may be signed out. Apartment keys may not be given or loaned to any person who is not an approved resident of the apartment occupied.

10. WAIVER AND INDEMNITY: WITH THE EXCEPTION OF THOSE CLAIMS ARISING OUT OF TAMU'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, AND ONLY TO THE EXTENT PERMITTED BY THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS, TAMU SHALL NOT BE LIABLE TO THE STUDENT RESIDENT, OR THOSE CLAIMING THROUGH OR UNDER THE STUDENT RESIDENT, FOR INJURY, DEATH OR PROPERTY DAMAGE CAUSED BY ACTS OF NATURE, FIRE, WATER, SMOKE, UTILITY OR EQUIPMENT MALFUNCTIONS, OR CAUSED BY THE NEGLIGENT CONDUCT OR ACTS OF ANY OTHER PERSON OCCURRING IN, ON OR ABOUT THE APARTMENT, AND THE STUDENT RESIDENT SHALL INDEMNIFY TAMU AND HOLD IT HARMLESS FROM ANY SUCH CLAIM OR DAMAGE.

11. SECURITY and PERSONAL PROPERTY INSURANCE: Although reasonable steps are taken to maintain all university facilities and grounds and to provide adequate security, TAMU is not liable for the loss of or damage to personal property, or for any personal injury (including death, rape or assault), caused by acts of nature, fire, water, smoke, utility or equipment malfunctions, or caused by the negligent or criminal conduct or acts of any student resident, family member, or guest or invitee of any student resident, which occur in its buildings or on its grounds, prior to, during or subsequent to the period of this Contract. Student residents are strongly advised to carry their own personal property (i.e. renter's) insurance policy. See Residence Life Handbook for additional information. TAMU only carries insurance on TAMU-owned buildings and TAMU-owned property, and such insurance will not cover the cost of replacing residents' property and personal items.

12. RELATIONSHIP OF PARTIES: This Contract creates a license to occupy and use the apartment assigned to the student resident as the student resident's temporary residence during the term of this Contract and is not a lease of University property. No landlord/tenant relationship shall be construed between TAMU and

the student resident.

13. FORCE MAJEURE:

If the University fails to fulfill its obligations hereunder when such failure is due to an act of God, or other circumstance beyond its reasonable control, including but not limited to fire, flood, pandemic, epidemic, quarantine, national or regional emergencies, governmental order or action, civil commotion, riot, war (declared and undeclared), revolution, acts of foreign or domestic terrorism, or embargos, whether or not foreseeable or preventable through the exercise of reasonable diligence, occurs, is implemented or becomes effective during the term of this Contract and makes it unsafe (or gives rise to a health risk), impracticable, onerous, uneconomic, or burdensome for the University to proceed with or continue the performance of services or any other obligations herein, then said failure shall be excused for the duration of such event and for such a time thereafter as is reasonable to enable the University to resume performance under this Contract.

14. CLOSURES DUE TO EMERGENCY EVENTS:

If there is an emergency event and the University decides closure of the student housing facilities are necessary, the University may terminate or suspend this Contract and students must vacate the facility and remove their belongings, then they may request a

Housing Adjustment (refund/credit). However, if there is an emergency event and the University does not close the facilities or require students to vacate, students may still do so, but this Contract will remain in full effect and students will not be entitled to a Housing Adjustment (refund/credit) even if they voluntarily chose to vacate. Additional information can be found here: <https://reslife.tamu.edu/termination-due-to-emergency/>.

15. MISCELLANEOUS PROVISIONS:

TAMU has the right to determine when provisions of this Contract are violated and to determine the appropriate course of action. If any section or subsection of this Contract is ruled to be illegal or invalid, it will not affect the validity or enforceability of the remaining provisions of the Contract.

16. GOVERNING LAW: The validity of this Contract and all matters pertaining thereto, including but not limited to, matters of performance, non-performance, breach, remedies, procedures, rights, duties, and interpretation or construction shall be governed and determined by the Constitution and the laws of the State of Texas. Any lawsuit to enforce this Contract must be brought in Brazos County, Texas.

SIGNATURE AND CERTIFICATION

I certify that I have read and accept this Housing Contract including all of the Terms and Conditions herein.

Student Resident Signature: _____

Date: _____

VPSA Approved 11.13.20