TRINITY UNIVERSITY HOUSING AGREEMENT FOR ON-CAMPUS LIVING 2023-2024 FALL & SPRING

PURPOSE: NOT A LEASE

The purpose of this Agreement is to establish financial and other relationships between Trinity University Residential Life and the Student relating to the Student's occupancy in on-campus housing. The Student hereby acknowledges and agrees that this Agreement (i) creates a license and does not create a landlord and tenant relationship, and (ii) is not subject to any landlord-tenant laws, including, without limitation, Chapter 92 of the Texas Property Code.

PARTIES AND AGREEMENTS

- A. This Housing Agreement is between Trinity University (the "University"), and the Student. If the Student is under 18 years of age, this Housing Agreement is also an agreement between the University and their parent(s), guardian(s), or other guarantor(s). The Student must be enrolled at the University to live in residential facilities. The Student agrees to accept and abide by the rules and regulations of the residential facility to which the Student is assigned.
- B. For Students sharing an Assigned Space within a Room/Suite/Unit, each Student understands and agrees as follows:
 - i. Each Student shall have the opportunity to occupy the common spaces within the Room/Suite/Unit.
 - ii. Upon termination of a Student's possession of an Assigned Space, by notice from Residential Life, lapse of time or otherwise, or if a Student vacates, the Student or Students remaining in possession agree that Residential Life shall have the right to access the vacating Student's Assigned Space in accordance with this Agreement.
 - iii. In the event Residential Life or the University decides to remove a student from on-campus housing, Residential Life may, but shall not be obligated to, reassign another Trinity Student (as defined below) to take the vacating Student's place in the Assigned Space and the Room, upon terms and conditions determined solely by Residential Life.
 - iv. Any Student remaining in possession of the Room/Unit/Suite shall not use the vacating Student's Assigned Space and shall not place any personal belongings therein.
- C. This Housing Agreement does not convey a legal interest in real property. This Housing Agreement may not be assigned to any person or entity, including, but not limited to, any other University department, organization, or person. The Student's Assigned Space may not be sublet or otherwise placed in occupancy, control, or care of another person or entity. Only those persons assigned to the space by Residential Life may reside in the assigned space. Students may occupy the space for residential purposes only. Other uses violate University policy and may result in termination of the Housing Agreement and/or disciplinary action.

RESIDENCY REQUIREMENT

- A. The University requires all first, second, and third-year undergraduate Students to reside in on-campus housing.
- B. Residency-required Students who enroll at the University will be administratively assigned and charged for housing even if no Housing Agreement has been submitted and if no approved residency exemption is on file.
- C. Residency requirement is based on high school graduation date, which determines requirement and assignment.
- D. Students living in University housing must be considered "full-time" students. A student reaches full-time status when enrolled in at least 12 credit hours.
- E. Exemptions to the Residency Requirement may be requested on the basis of hardship due to financial need, medical/disability reasons, or personal circumstances. To be considered for an exemption, the Student must first submit a formal request in writing to the Residential Life Office at reslife@trinity.edu Submission of a request for release does not guarantee release from the Housing License Agreement. The determination of release is

subject to the discretion of the Director of Residential Life.

LENGTH OF HOUSING AGREEMENT

- A. This Housing Agreement is for one full academic year or any remainder of the academic year if submitted after the year begins.
- B. Exceptions for a "Fall Only" or "Spring Only" Housing Agreement will be made for Students participating in University-approved Study Abroad, University- acknowledged withdrawals from the University, or for Students graduating in December. (Subject to verification).
- C. The Summer Housing term is determined by specific program and need. Summer housing is subject to availability and will require an additional application and Housing Agreement. Students will be notified of summer housing opportunities via their Trinity emails each spring.

FINANCIAL RESPONSIBILITY, PAYMENT AND FEES

- A. Advance Housing Deposit: The undersigned Student has already paid or will pay, upon execution of this Agreement, a \$400.00 deposit (the "Deposit") through the University's Office of Admissions. If the undersigned Student has \$400.00 in deposits on file with the University, they will not be required to make another deposit as long as they reside on campus. The Deposit may be credited to the undersigned Student's account at the time that the undersigned Student (i) moves off campus but remains enrolled or (ii) returns from studying abroad and moves off campus. The Deposit will be automatically credited to the undersigned Student's account if the undersigned Student has fulfilled the University's on-campus residency requirement and has not reserved a room for the upcoming year. As set forth below, the undersigned Student may be eligible for a refund credit of the Deposit if he or she transfers, graduates, or withdraws from the University. The Deposit will be used to pay any charges on the undersigned Student's account; after all charges and credits have been posted, the difference will be refunded, either by E-Refund or by paper check.
- B. **Payment**: Room charges are billed to the Trinity University Student account each semester before the start of the term. Charges are due and payable before the beginning of the term according to established Trinity University practices. The University reserves the right to change all rates at the beginning of a fiscal year (June 1)
- C. Room and Board Fees: Student agrees to pay the University room and board charges according to the published rate scale for the board plan and room in on-campus housing for the academic year, which must be paid on or before the established due dates for each semester: Trinity Billing & Payment Cycle. Housing and Meal Plan rates can be found in the Housing & Meal Plan Pricing Guide. If this Agreement is cancelled before the University's add/drop period of that semester, the undersigned Student will receive a prorated refund for room and board charges. If this Agreement is cancelled after the University's add/drop period of that semester, the undersigned Student will not receive a prorated refund for room charges, but will receive a 35% refund of unused meal plan. Room and board fees are billed to the Student Account, along with tuition, and may be paid to the Student Financial Services Office through your student account before the start of each term. Payment is due on the same date as tuition. Failure to pay room and board fees when due may result in actions including, but not limited to, late payment fees, removal from campus housing, cancellation of registration, withholding of grades, diplomas, and transcripts, and/or refusal to permit future registration. Room and board fees are non-refundable, and Students will not receive credit for housing during any period when on-campus housing is closed due to a campus emergency or circumstances beyond the control of the University, including but not limited to: weather; interruption of utilities; war; fire, flood, or other acts of God; or strike or work shortage, infectious disease, including, but not limited to COVID-19 or another pandemic, whether determined by the University or other public health authorities, subject to Trinity University policies and procedures.
- D. Late Application Fee: Students submitting a Housing Agreement after July 1 are subject to a late application fee of \$50.00

ROOM ASSIGNMENT & CHANGES

A. Room Assignment

- i. This Housing Agreement is for space only and does not guarantee that assignment will be to a specific location, building, or room type, nor does it guarantee a specific roommate.
- ii. Roommates **are not** assigned or reassigned according to race, color, religion, national or ethnic origin, sexual orientation, age or disability, or any other protected class.
- iii. The University reserves the right to assign and reassign space at any time when considered necessary by the University.
- iv. A signed Housing Agreement must be received before an assignment will be made. Lack of assignment due to failure to submit a Housing Agreement does not release a Student from their housing requirement. Students will be billed for housing if they fall under the three-year Residency Requirement, regardless of housing application status.
- v. Room occupancy limits are maintained following fire safety codes. The University shall determine maximum occupancy.

B. Room Changes

- i. The University may move residents in response to unforeseen or extraordinary circumstances and/or vacancies in a room, including consolidating Students into a room. If a move occurs, the Student agrees to change by the designated deadline. In the event there is not another living in a room designed for more than one Student occupant, the Student agrees that the unoccupied portion of the room will remain vacant, secure, and maintained in a manner to allow for immediate occupancy by another Student.
- ii. Room change requests will not be considered before the second week of classes each semester.
- iii. Students needing a room change due to roommate-related concerns that threaten the health or safety of student should contact Residential Life with their concerns. Residential Life will review requests on a case-by-case basis and may decide to make room changes based on current availability. The decision is within Residence Life's sole discretion.

MEAL PLAN REQUIREMENTS

- A. All Students living on the main campus must purchase a residential meal plan through Dining Services for the duration of occupancy.
 - i. City Vista residents are not required to purchase a residential meal plan but will have the option to purchase one.
 - ii. Commuter meal plans are only available to City Vista and off-campus Students.
- B. Refunds for cancellations are processed by Student Financial Services and must follow University-established refund schedules.

ADA ACCOMMODATIONS

- A. Students seeking housing or dining-related accommodations on the basis of disability must request all accommodation(s) through the Student Accessibility Services (SAS) Office (https://www.trinity.edu/directory/departments-offices/student-accessibility-services).
- B. For information related to Emotional Support Animals, reference the University's Emotional Support Animal Policy on the Policy Portal. https://policies.trinity.edu/a8376318-ebd6-421f-be63-acf8c88376a1_d96cdcf6-2a41-4f92-a702-0f91892ea9df.html

OCCUPANCY

Opening and closing dates of residential facilities are established annually and are published on the Residential Life website. The University reserves the right to adjust move-in/move-out dates and times.

A. Move-In

- i. Fall and Spring Semesters:
 - 1. Students may move into their assigned room on their assigned move-in date. Only members of student groups authorized by the Director of Residential Life to return to occupy their rooms

before the posted opening date will be permitted to move their possessions into or occupy the rooms before these dates.

B. Move Out

- i. Students must move out of their assigned space at the end of each semester no later than 24 hours after their last final or by the established closing date, whichever comes first. Failure to check out of an assigned room per established procedures may result in a minimum of a \$50.00 fine.
- ii. At the end of the occupancy, the Student's space will be inspected by the University. The Student is financially responsible for any damaged or missing property, as well as any additional fees for improper cleaning. Students sharing a room will be held jointly responsible and equally liable for damages unless it can be otherwise determined specific individual(s) should be held exclusively liable.
- iii. If a Student refuses to vacate the room, the Student consents to the University removing all property from the room and securing it in a storage facility at the Student's expense. The University may dispose of Student's unclaimed property after 30 days without prior notice to the Student. The University will not be held responsible for any abandoned, stored, or disposed of the property. This provision shall survive if any part of the Housing License Agreement is deemed void.
- iv. Students/Residents who will not return for the Spring semester must notify the University Registrar's Office, move out of their room and check out within 48 hours after their last final exam or by the established closing date for Fall semesters, whichever occurs first.

C. Winter Break

- i. Main Campus Residence Halls will close during the Winter Break period. Students leave their belongings in their assigned space but may not access or occupy the space during the break.
- ii. City Vista will remain open during the Winter Break period allowing students to access their assigned and common spaces. Students who do not plan to return in the Spring must complete their move-out before Winter Break.

D. Withdrawals/Students Not Returning in The Spring

- i. Students who withdraw from classes and/or the University for any reason are no longer eligible to live on-campus and must move out of their room and check out within 48 hours of withdrawal. When applicable (before the add/drop period ends), any pro-rated refund of the room is determined using the University's established schedule, and the date a Student vacates and formally checks out of their room.
- ii. Students who will not return for the Spring semester must notify the University Registrar's Office, move out of their room and check out within 48 hours after their last final exam, or by the established closing date for Fall semesters, whichever occurs first.

CARE OF SPACE AND ROOM DAMAGES

- A. Room: No alterations may be made to the Room/Suite/Unit, its fixtures, or furnishings without the approval of the Director of Residential Life or their designee. All university-provided furniture will remain in the Room/Suite/Unit, regardless of occupancy. Any items that may damage or permanently alter the space are prohibited. The undersigned Student agrees to pay for any damage caused to University property due to the negligence, carelessness, accident, or abuse by the undersigned Student or their guests. Payment is due upon demand.
- B. **Keys** (**City Vista only**): Room keys, including unit, mail keys, parking decals, and key fobs, must be returned when occupancy is terminated. These keys remain the property of the University at all times, and the Student agrees not to loan or duplicate keys that have been issued by the University. Lost or stolen keys must be reported immediately, and the Student will be billed any related replacement costs.
- C. Common Areas: Students are jointly (with other residents of their assigned building) responsible for caring for public areas and equipment. Public areas are defined as those areas available for use by all students living on a wing, a floor, or within a building. If the identity of the person responsible for such damage cannot be determined, the University may prorate the cost to repair the damages among all or any portion of the hall's residents.
- D. **Furniture**: University-provided furniture may not be moved from its assigned location (e.g., public spaces, residence hall rooms). Fines may be assessed for each piece of furniture, or other University property moved without permission.
- E. **Damage Charges**: Any Student who causes damage (or whose guest causes damage) to Rooms/Units/Suites, lounges, hallways, or any other parts of residence halls or furnishings therein will be billed for the assessed

damages or advanced cleaning. Appeals of room damage assessments must be made in writing by the undersigned Student to Residential Life at reslife@trinity.edu within 30 days of the Damage Notice.

CANCELLATION, RELEASE & TERMINATION

All requests for cancellation or release of the Housing Agreement shall be submitted, in writing, to the Office of Residential Life at reslife@trinity.edu.

Cancellation by Student

A. No Residency Requirement

- i. **Before Occupancy-** Students who are not required to live on campus may request to cancel their oncampus housing applications before occupancy according to the schedule below:
 - Cancellations by June 1 will receive a refund/credit of 100% of the deposit
 - Cancellations by July 1 will receive a refund/credit of 50% of the deposit
 - Cancellations after July 1 will forfeit the deposit and receive 0% credit/refund.
- ii. **After Occupancy-** Students who are not required to live on campus may request to cancel their Housing Agreement. Cancellations after the drop/add deadline are ineligible for a refund.
- B. **Residency Required-** Students who are required to live on campus may only be released from their Housing Agreement if they are approved for a or the agreement is terminated by the University.

Cancellation, Release & Termination by The University

- A. Failure to Complete Check-In: The University may cancel the Student's room assignment if the Student fails to complete check-in for the assigned space by the first day of each semester. To avoid assignment cancellation, the Student must send a request for later arrival to the Office of Residential Life before the first day of the semester. If the Student fails to check in, the Student will be billed for the Room and Board Fees for the duration of the Housing License Agreement. The University may re- assign space to a later-arriving Student who has not previously provided the University of their intent to check in after the start of the semester, and any reassignment is subject to space availability
- B. **Residency Requirement Exemption:** Exemptions to the Residency Requirement may be requested on the basis of hardship or extenuating circumstances due to financial need, medical/disability reasons or personal circumstances. To be considered for an exemption, the Student must submit a formal request in writing to the Residential Life Office at reslife@trinity.edu. Submission of a request for release does not guarantee release from the Housing License Agreement. The determination of release is subject to the discretion of the Director of Residential Life.
 - i. **Releases Before Occupancy**-Students who are released from their Housing Agreement before occupancy are eligible for a deposit refund based on the schedule below:
 - Cancellations by June 1 will receive a refund/credit of 100% of the deposit
 - Cancellations by July 1 will receive a refund/credit of 50% of the deposit
 - Cancellations after July 1 will forfeit the deposit and receive 0% credit/refund.
 - ii. **Releases After Occupancy-** Students released from their Housing Agreement after the drop/add deadline are ineligible for proration or refund.
- C. Withdrawals/Students Not Returning for Spring Term: Students who withdraw from classes and/or the University for any reason are no longer eligible to live on-campus, terminating the Housing Agreement. Students must leave their room and complete a check-out process within 48 hours of withdrawal. Students who complete a checkout process after the drop/add date are ineligible for proration or refund.
 - i. Students/Residents who will not return for the Spring semester must notify the University Registrar's Office, move out of their room and check out within 48 hours after their last final exam or by the established closing date for Fall semesters, whichever occurs first.

D. Housing Agreement Termination

i. Upon reasonable notice, the University reserves the right to terminate this Housing Agreement. The decision to terminate the Housing Agreement will be made by the Vice President for Student Affairs, Dean of Students, or the Director of Residential Life, in consultation with University partners when appropriate.

The Agreement may be terminated for the following reasons, but the list is not dispositive: any conduct which disrupts the orderly administration and/or function of the University or any of its activities, for violations of the Student Code of Conduct, and in some cases based on reports of misconduct (including violations of the law and/or issues related to safety). Reasonable notice normally will not exceed 72 hours but may be less than 72 hours, depending on the circumstances. Termination of this Housing License Agreement by the University will result in the Student being financially responsible for the entirety of their Housing License Agreement.

ii. If the Student is suspended or dismissed from the University, they must vacate and properly check out of the assigned space within 24 hours of such notification by Trinity University. Students suspended or dismissed from the University are not eligible for a refund of their housing costs for the full period of the Housing Agreement.

STUDENT CONDUCT

The undersigned Student must familiarize themselves with and comply with the policies stated on the Trinity University website (policies.trinity.edu) and in the Courses of Study Bulletin (these policies are incorporated into this Agreement by reference). The undersigned Student shall comply with staff in the proper execution of their duties. The undersigned Student, as a member of the University community, is expected to conduct himself or herself in a manner marked by rational behavior, respect for others, and awareness of appropriate standards for a community of scholars. The University shall at all times have the right to change such policies or to amend them in any manner as it deems advisable, in its sole discretion, for the safety, care, and cleanliness of the room and/or residence hall and the preservation of good order therein.

- A. The Student agrees to comply with all applicable federal, state, and local laws, regulations, and ordinances while in residence, as well as applicable University policies and procedures, which may be found here: https://policies.trinity.edu/, including but not limited to the Trinity University Student Code of Conduct and Community Standards which may be found here: https://policies.trinity.edu/student-studentconduct.html?v=84565.
- B. The Student agrees to abide by the terms of this Housing Agreement and comply with all Residential Life policies and procedures, all University policies and procedures, and the University's Courses of Study Bulletin, all of which are made part of this Housing License Agreement by reference. The University reserves the right to change its rules, policies, and procedures at any time without advance notice. However, notice of any substantive change or amendment shall be made available to the Student via email notice.
- C. The Student agrees to abide by and comply with all COVID-19 and/or other pandemic-related policies and procedures as outlined by the University
- D. The Student agrees to comply promptly and fully with verbal or written instructions of University employees and to act as a responsible member of their on-campus community.
- E. The University may invoke an immediate interim removal from campus housing if the Director of Residential Life or his/her designees concludes such action is necessary. This removal may occur prior to and continue until the University has determined the outcome of any formal disciplinary proceedings.

RIGHT OF ENTRY

A. The University reserves the right to enter Student rooms at its discretion at times convenient to its staff, including but not limited to for purposes of inspection, administrative searches, verification of occupancy, policy enforcement, safety, health, maintenance, and reclaim University property. The room may also be entered whenever a Student permanently vacates the room or whenever a resident vacates a room for a break period to ensure that established check-out and/or building closing procedures have been followed.

WAIVER AND RELEASE

A. THE UNIVERSITY PROVIDES BI-WEEKLY CLEANING OF BATHROOM SPACES AND TOILET PAPER REPLACEMENT IN MAIN CAMPUS RESIDENCE HALLS ONLY. CLEANING SCHEDULES ARE SET BY THE CUSTODIAL SERVICES TEAM EACH SEMESTER. THE UNIVERSITY PROVIDES FIRE SAFETY TRAINING, PEST CONTROL SERVICES, ROUTINE MAINTENANCE, IT SERVICES, AND ACCESS TO THE STUDENT'S ASSIGNED SPACE.

B. THE UNDERSIGNED STUDENT HEREBY WAIVES AND RELEASES ANY AND ALL CLAIMS, DAMAGES, SUITS, AND CAUSES OF ACTION, WHETHER KNOWN, UNKNOWN, SUSPECTED, OR UNSUSPECTED (COLLECTIVELY, "CLAIMS"), THAT THEY MAY NOW OR IN THE FUTURE HAVE AGAINST THE UNIVERSITY AND ANY OF ITS AFFILIATES AND PROPERTY MANAGERS, AND ANY OF THEIR RESPECTIVE TRUSTEES, OFFICERS, EMPLOYEES, AGENTS, AND VOLUNTEERS (COLLECTIVELY, THE "RESIDENTIAL LIFE PARTIES") FOR (I) PERSONAL INJURY, PROPERTY DAMAGE. PHYSICAL OR EMOTIONAL HARM OR DEATH THAT MAY ARISE FROM THE USE OF THE ASSIGNED ROOM AND/OR RESIDENCE HALL BY THE UNDERSIGNED STUDENT OR THEIR AGENTS, GUESTS, OR INVITEES AND (II) ANY LOSS OR DAMAGE TO THE PERSONAL PROPERTY OF THE UNDERSIGNED STUDENT OR THEIR AGENTS, GUESTS, OR INVITEES, INCLUDING, WITHOUT LIMITATION, LOSS OR DAMAGE CAUSED BY OTHER PERSONS, THEFT, BURGLARY, ASSAULT, VANDALISM, OR OTHER CRIMES, FIRE, FLOOD, WATER, OR ANY OTHER ACTS OF GOD, OR BY THE INTERRUPTIONS OF UTILITIES. THE PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT, REGARDLESS OF THE CAUSE OF SUCH EXPIRATION OR EARLIER TERMINATION, AND WILL APPLY EVEN IF SUCH INJURY, LOSS, DAMAGE, OR DEATH IS CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR, TO THE FULLEST EXTENT ALLOWED BY LAW, GROSS NEGLIGENCE OF ANY ONE OR MORE OF THE RESIDENTIAL LIFE PARTIES.

INDEMNIFICATION

EXCEPT TO THE EXTENT ARISING FROM THE WILLFUL MISCONDUCT OF RESIDENTIAL LIFE OR ITS AGENTS, THE UNDERSIGNED STUDENT AGREES TO INDEMNIFY, HOLD HARMLESS, DEFEND, AND SAVE THE RESIDENTIAL LIFE PARTIES FROM AND AGAINST ANY AND ALL CLAIMS (I) FROM ANY ACCIDENT, INJURY, OR DAMAGE WHATSOEVER TO ANY PERSON, OR TO PROPERTY OF ANY PERSON, WHERE SUCH ACCIDENT, INJURY, OR DAMAGE RESULTS OR IS CLAIMED TO HAVE RESULTED FROM ANY ACT OR OMISSION ON THE PART OF THE UNDERSIGNED STUDENT OR THEIR AGENTS, GUESTS, OR INVITEES; OR (II) FROM ANY DEFAULT OR BREACH BY THE UNDERSIGNED STUDENT UNDER THE TERMS OR COVENANTS OF THIS AGREEMENT. THIS INDEMNITY AGREEMENT SHALL INCLUDE INDEMNITY AGAINST ALL LOSSES, COSTS, DAMAGES, EXPENSES, AND LIABILITIES INCURRED IN OR IN CONNECTION WITH ANY SUCH CLAIM OR ANY PROCEEDING BROUGHT THEREON, AND THE DEFENSE THEREOF, INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES. THE PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT, REGARDLESS OF THE CAUSE OF SUCH EXPIRATION OR EARLIER TERMINATION, AND WILL APPLY EVEN IF SUCH ACCIDENT, INJURY, OR DAMAGE IS CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR, TO THE FULLEST EXTENT ALLOWED BY LAW, GROSS NEGLIGENCE OF ANY ONE OR MORE OF THE RESIDENTIAL LIFE PARTIES.

THE UNIVERSITY IS NOT AN INSURER AND STRONGLY RECOMMENDS THAT STUDENTS SECURE SUFFICIENT INSURANCE COVERAGE TO PROTECT AGAINST ALL OF THE ABOVE OCCURRENCES.

The University shall have no duty regarding the security of the room, apartment, residential facilities, personal property, or campus other than to repair security devices, and even then, Student acknowledges that the University is under no obligation or duty to inspect, test or repair any security device unless and until the Office of Residential Life has received written notice from Student that a repair is necessary.

SEVERABILITY

If any section of this Housing License Agreement is ruled illegal or invalid, such a ruling shall not affect the validity or enforceability of the remainder of the provisions of the Housing License Agreement.

SIGNATURE

I ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THE 2022-2023 TRINITY UNIVERSITY HOUSING LICENSE AGREEMENT

Student Name (please print)	Trinity University ID
Student Signature	Date
Signature of Parent, Guardian or Guarantor (If Student is Under Age 18)	Director of Residential Life