

**2021-2022 RESIDENCE HALL
BOARD AND RESIDENTIAL LICENSE AGREEMENT
For Summer, Fall, and Spring Semesters**

This Board and Residential License Agreement (“Agreement”) is entered into between the undersigned student and Trinity University (the “University”) and is binding for the Fall 2021 and Spring 2022 semesters unless the student graduates, transfers, marries, or or studies abroad in the Spring term. Additionally, the University reserves the right to void this Agreement and terminate residency if the student drops to a part-time academic load. Students who fulfill the residency requirement at mid-year are still bound by this Agreement for the full year. All residents are required to pay for a meal plan. This Agreement is also binding for the Summer 2021 semester if the student is enrolled in said semester.

The undersigned student agrees to pay the University room and board charges according to the published rate scale for the board plan and room in a residence hall for the academic year, which must be paid on or before the following established due dates for each semester: Summer 2021 – due May 2021; Fall 2021 – due August 2021; Spring 2022 – due January 2022. If this Agreement is executed after the first two weeks of a semester in which occupancy will commence, the undersigned student will receive a pro rata reduction for room and board charges. If this Agreement is executed during or before the first two weeks of a semester in which occupancy will commence, the undersigned student will not receive a pro rata reduction for room and board charges. The undersigned student is also required to pay for a meal plan.

The undersigned 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.

DEPOSITS AND REFUND

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, he or she will not be required to make another deposit as long as he or she lives 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 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.

DATES OF OCCUPANCY AND BOARD

Residents may occupy their rooms as follows: New students – 8:00 a.m. Friday, August 20, 2021; Returning students – 8:30 a.m. Saturday, August 21, 2021. Only members of student groups and organizations authorized by the Director of Residential Life to return to campus and occupy their rooms before August 21, 2021 will be permitted to move their possessions into or occupy the rooms prior to these dates. All graduating seniors must vacate their rooms by noon, Sunday, May 15, 2022. All other residents must vacate their rooms by noon, Thursday, May 12, 2022.

The residence halls will be closed and may not be entered by students, nor will board be offered, from noon, Saturday, December 18, 2021 through noon, Sunday, January 9, 2022 (graduating seniors may remain until noon on Sunday, December 19, 2021).

Board will begin in the fall semester with the breakfast meal at 8:00 a.m., Friday, August 20, 2021. The last meal at the end of the spring semester will be breakfast on Sunday, May 15, 2022. Money remaining on the board plan is not refundable at any time. However, discretionary declining balance dollars (Bonus Bucks) remaining at the end of the fall semester will be transferred to the spring semester. Discretionary declining balance dollars (Bonus Bucks) remaining on deposit at the end of the spring semester cannot be forwarded or transferred to the next academic year.

Summer 2021: Residence halls open on Tuesday, May 25, 2021, at 8:00 a.m. and close on Friday, July 9, 2021, at noon. A board plan is not offered during the summer; however, students may purchase and use Tiger Bucks at select ARAMARK locations Monday through Friday.

All dates set forth in this Agreement are subject to change with the official University calendar.

TERMINATION OF RESIDENCE

The undersigned student’s residence status shall terminate on the date the undersigned student is required to vacate their assigned room under this Agreement or upon notice from the University. In cases of dismissal from the residence halls or of a student’s leaving the University at times other than the official closing of semesters, termination of residence shall be the day of dismissal or the day of termination of student status. Only students may reside in University-operated residence halls. Non-registered persons may not reside in University-operated residence halls unless approved as an accommodation for a disabled student.

The undersigned student may seek to terminate this Agreement early by submitting a written request to the University at least 60 days prior to the undersigned student’s proposed date of early termination (the “Early Termination Date”). If the University approves the termination request before the undersigned student moves into a residence hall, the undersigned student shall be released from this Agreement and may be eligible for a credit refund for the Deposit as set forth below. If the University approves the termination request after the undersigned student moves into a residence hall, the undersigned

student shall remain obligated to pay room and board charges for the full year unless the University approves in writing an Academic or Military Exception or unless such obligations are otherwise waived, in whole or in part, by the University, in writing, and the undersigned student may be eligible for a credit refund for the Deposit as set forth below. The University will approve a request for an Academic Exception in the following instances: (a) the undersigned student is scheduled to graduate from the University, (b) the undersigned student is enrolled in a University-sanctioned study abroad program or (c) the undersigned student is enrolled in a University-sanctioned for-credit internship which requires daily travel farther than 45 miles from campus. The University will approve a request for a Military Exception if the undersigned student has received official orders requiring military deployment for more than 30 continuous days during the academic year. The undersigned student must submit written documentation evidencing the reason for the request for an Academic or Military Exception as may be required by the University. If the termination request is received on or before June 1, the undersigned student shall receive a 100% credit refund for the Deposit. If the Termination Notice is received after June 1, but on or before July 1, the undersigned student shall receive a 50% credit refund for the Deposit. If the Termination Notice is received after July 1, the Deposit shall be deemed forfeited and the undersigned student shall receive no credit refund for the Deposit.

Any of the undersigned student's personal belongings remaining in the room after residence has been terminated will be considered to have been abandoned and may be disposed of by the University in its sole discretion, and the undersigned student shall have no cause of action for such disposal.

ASSIGNMENT OF ROOMS

The responsibility for the assignment of rooms and suites within the residence halls shall be with the Director of Residential Life. Preference in residence hall and room assignments will be given to continuing and incoming full-time undergraduate students. The University reserves the right to temporarily assign more students to a room than its normal capacity, and to temporarily or permanently reassign the undersigned student to another room as it reasonably deems necessary or appropriate. If the undersigned student makes an unauthorized room change, he or she may be required to move back to their assigned room and may be assessed a \$50.00 fine.

If the undersigned student is assigned as a third person in a room designed for a two-person occupancy or as a fourth person in a room designed for a three-person occupancy, as certified by the Director of Residential Life, and if the residence halls are occupied to total capacity, the undersigned student shall be charged according to a reduced rate scale available from the Residential Life Office. This reduced scale applies only to those who are assigned in these overcrowded situations.

In the event that single rooms are available, students may apply with priority being determined by completed cumulative hours. A student without a roommate may be given the choice of paying for a single room (space permitting) or being reassigned with another student who does not have a roommate. Single rooms are not permitted for first year students unless the student receives written permission from the Residential Life Office or an accommodation through Student Accessibility Services.

RULES AND REGULATIONS

The undersigned student must familiarize himself or herself with, and comply with, the policies stated on the Trinity University web site 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 for the preservation of good order therein. Notice of any such change or amendment shall be made available to the undersigned student.

Most policy violations will be viewed as student disciplinary cases and handled by the campus judicial system. However, the University reserves its right as innkeeper to treat certain violations of this Agreement as a breach of this Agreement and take appropriate action (e.g., assessment of fines, reassignment, eviction, changing locks, etc.). Therefore, the undersigned student is advised that the University reserves the right to take immediate administrative action (e.g., evict the undersigned student from the halls, or—in case of a non-resident— deny him/her access to the halls), as well as to charge the undersigned student with a violation of University policy for violations of the terms of this Agreement. If the University determines that the undersigned student has violated the standards and policies identified and referenced herein, the University may refuse to offer the undersigned student a residential agreement in the future. Administrative sanctions assessed by the Residential Life staff may be appealed to the Dean of Students.

The undersigned student is responsible for any damages to the room, its furnishings, or fixtures. If special cleaning is necessary, the undersigned student will be charged accordingly. No alterations may be made to the room, its fixtures, or furnishings without approval of the Director of Residential Life. All room furniture is to remain in rooms, even if there is only one occupant. No outside aeriels, antennae, satellite dishes, or water beds are permitted. The undersigned student agrees to pay for any damage caused to University property as a result of the negligence, carelessness, accident, or abuse by the undersigned student or their guests. Payment is due upon demand.

University 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.. Students are jointly (with other residents of their assigned building) responsible for the care of 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 hall. 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 residents of the hall.

Any student who causes damage (or whose guest causes damage) to rooms, lounges, hallways, or any other parts of residence halls or furnishings therein will be assessed for such damages. Appeals of room damage assessments must be made in writing by the undersigned student within 30 days of the assessment.

The undersigned student shall not assign, sublicense, rent or otherwise purport to grant or contract for occupancy rights to their assigned room for any period of time or in any capacity to any other person. The foregoing sentence prohibits the undersigned student from granting or transferring any temporary or permanent occupancy rights to their assigned room, including, without limitation, sublicensing any part of their assigned room and offering their assigned room for use in conjunction with Airbnb, Couchsurfing or similar short-term lodging programs.

Failure to check in properly (including unauthorized early entry), check out properly or in a timely manner, or to complete the room inventory form may result in a charge to the undersigned student. When withdrawing or at the end of the semester, students must check out within 48 hours of their last final examination or any other time that a student is requested to depart.

WAIVER AND RELEASE

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 HE OR SHE MAY NOW OR IN THE FUTURE HAVE AGAINST THE UNIVERSITY AND ANY OF ITS AFFILIATES AND PROPERTY MANAGERS, AND ANY OF THEIR RESPECTIVE OFFICERS, TRUSTEES, DIRECTORS, AGENTS, REPRESENTATIVES, AND EMPLOYEES (COLLECTIVELY, THE "LICENSOR PARTIES") FOR (I) PERSONAL INJURY, PROPERTY DAMAGE, 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 LICENSOR PARTIES.

INDEMNIFICATION EXCEPT TO THE EXTENT ARISING FROM THE WILLFUL MISCONDUCT OF LICENSOR OR ITS AGENTS, THE UNDERSIGNED STUDENT AGREES TO INDEMNIFY, HOLD HARMLESS, DEFEND, AND SAVE THE LICENSOR 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 LICENSOR PARTIES.

MISCELLANEOUS

The undersigned student (and parent/guardian/sponsor, if applicable) hereby expressly authorizes and agrees that authorized individuals of the University including Residential Life staff shall have access to the room covered by this Agreement in order to conduct health and safety inspections, check for maintenance required, damage to the room or furnishings, janitorial and maintenance service, or for other institutional purposes, including verifying compliance with University rules and regulations or for probable cause for law enforcement purposes and when otherwise appropriate in the judgment of a University staff member. Student rooms will be entered for maintenance purposes during holiday and break periods when residence halls are closed, but students may not enter during these periods.

Trinity University will not be liable for losses to persons or property 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, unless due to the gross negligence of the University. Students are advised to maintain their own insurance to cover any such losses. The student agrees to indemnify and hold the University harmless from any claims or damages payable as a result of negligence or acts or omissions to act by the student or any other persons in violation of this Agreement or University policy.

Because being a residential campus is central to the mission of the University, all unmarried undergraduate students are required to live on campus for three years (six fall and spring semesters). Students who study abroad, transfer in, or who stop attending the University and then re-enroll will have that time count towards their three year requirement.

This Agreement, together with the documents and policies identified herein, constitutes the entire agreement of the parties. This Agreement may be modified only in a writing signed by the University and the undersigned student. This Agreement is governed by the laws of the State of Texas, and all obligations of the parties are performable in Bexar County, Texas. With respect to liability, payment and indemnification obligations, "student" means the student identified below and the parent/guardian/sponsor identified below, jointly and severally. In the event the University is unable to perform its obligations under this Agreement due to an act of God or other occurrence beyond its reasonable control, the University shall be excused from such performance obligations to the fullest extent allowed by law.

If the undersigned student is under eighteen years of age, this Agreement must be countersigned by the parent, guardian, or an adult sponsor of the student before it becomes effective. At the time of their residence in the residence halls, the undersigned student must be enrolled at the University.

EXECUTED THIS _____ day of _____, 20____
Date Month Year

Student's Name (Please print) Student's Signature Parent/Guardian/Sponsor Signature

Jennifer G. Adamo
Director for Risk Management & Insurance

Deborah Tyson
Director of Residential Life

Questions? Contact Residential Life at (210) 999-7219 (reslife@trinity.edu)