



2024-2025 Trinity University Housing License Agreement

Summer, Fall, and Spring Semesters

PARTIES

This Trinity University Housing License Agreement (“Agreement”) is entered into between the undersigned student and Trinity University (the “University”). If the Student is under 18 (18) years of age, this Agreement is also an agreement between the University and their parents(s), guardians(s), or other guarantor(s).

PURPOSE

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

This Housing Agreement does not convey a legal interest in real property. This Housing Agreement may not be assigned to any person or entity. 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 this Housing Agreement and/or disciplinary action.

LENGTH OF THE AGREEMENT

This Housing Agreement is for one full academic year or any remainder of the academic year and is binding for both the Fall and Spring semesters unless the student participates in a university-sponsored study abroad program, withdraws, graduates, or marries.

Summer Housing is subject to availability and will require a separate additional application and Housing Agreement.

RESIDENCY REQUIREMENT

Being a residential campus is central to the mission of Trinity University. Therefore, full-time undergraduate students must live on campus for three years from the date of matriculation.

- The University requires all full-time undergraduate students to live on campus for three (3) years, which is determined by the semester of matriculation (enrollment) at the University.
- For transfer students, the three-year requirement will be determined by the semester of matriculation at their first institution.
- Students living in University housing must be considered “full-time” students. A student reaches full-time status when enrolled in at least twelve 12 credit hours.
- 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 no approved residency exemption is on file.

Exceptions to the three-year residency requirement are rare but may be granted in limited circumstances, such as for students with medical/disability needs that cannot be accommodated or in a marital or parental status.

To be considered for an exemption, students must submit a written request, which will be reviewed by the Director of Residential Life and a committee of relevant campus partners. They will determine whether the student is eligible for release from the residency requirement. The decision rendered by the committee is final and not subject to additional review.

FINANCIAL RESPONSIBILITY

Payment

Room charges are billed to the Trinity University Student account each semester before the start of the term. According to established Trinity University practices, charges are due and payable before the beginning of the term. The University reserves the right to change all rates at the beginning of a fiscal year (June 1).

Room & Board Fees

All students living in lower campus residence halls must purchase a residential meal plan through Dining Services for the duration of occupancy. 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 are in the Housing & [Meal Plan Pricing Guide](#). If this Agreement is canceled 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 canceled 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 the 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.

Deposits & Refunds

The undersigned student has already paid, or will pay upon executing this Agreement, a \$400.00 deposit (the "Deposit") through the University's Office of Admissions. The Deposit will be applied as a credit to the Student's first-semester account statement. 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 a 0% refund/credit of the Deposit

Students released from their Housing Agreement after the Fall drop/add deadline are ineligible for proration or refund.

ROOM ASSIGNMENT

A signed Housing Agreement is required before an assignment will be made. This Agreement is for a space only and does not guarantee an assignment to any specific location, building, room type, or a specific roommate.

- The University reserves the right to assign and reassign space and room occupancy at any time when considered necessary by the University.
- 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.
- Residential Life must review and approve any and all room change requests. If the undersigned student makes an unauthorized room change or occupies an unassigned space without written approval from Residential Life, the student will be returned to their original assignment and could incur charges for the use of additional space.
- In the event that there is an unoccupied/unassigned space in a room, the unoccupied portion of the room will remain vacant, secure, and maintained in a manner fit to receive a new occupant at all times.

HOUSING ACCOMMODATIONS

Students seeking housing or dining-related due to disability must request all accommodation(s) through the Student Accessibility Services (SAS) Office. For information related to Emotional Support Animals, reference the University's Emotional Support Animal Policy on the Policy Portal.

OCCUPANCY

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

- **Move-in:** 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.
- **Winter Break:** Lower campus residence halls will close during the Winter Break period. Students may leave their belongings in their assigned space but may not access or occupy the space during the break. 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.
- **Move-out:** Students must move out of their assigned space no later than 24 hours after their last final exam 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.

Right of Entry

The University reserves the right to enter Student rooms at its discretion at times convenient to its staff, including but not limited to inspection, conducting administrative searches, verification of occupancy, policy enforcement, safety, health, facility maintenance, and to 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.

CARE OF SPACE

Rooms & Suites

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.

Public 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. University-provided furniture may not be moved from its assigned public location to any other public area or Room/Suite/Unit. Fines may be assessed for each piece of furniture, or other University property moved without permission. If the identity of the person responsible for any 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.

Keys

All keys including access cards, unit keys, mail keys, parking decals, and key fobs 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.

Abandoned Property

The University will not be held responsible for abandoned, stored, or disposed of property. This provision shall survive if any part of the Housing License Agreement is deemed void. 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.

Damages

At the end of the occupancy, the University will inspect Student's space. The Student is financially responsible for any damaged or missing property, and any fees for additional cleaning. Students sharing a room will be held jointly responsible and equally liable for damages unless it can be otherwise determined that the specific individual(s) should be held exclusively liable.

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

Students who have satisfied the Residency Requirement and are not required to live on campus may request to cancel their Housing Agreement prior to occupancy. If this Agreement is canceled before the University's add/drop period of that semester, the undersigned Student will receive a prorated refund for room charges. Cancellation requests after the fall semester drop/add deadline are ineligible for proration or refund. Students who have not satisfied their Residency Requirement may only be released from their Housing Agreement if they are approved for a Housing Exemption or the Housing Agreement is terminated by the University.

Release from the Housing Agreement

Students who are required to live on campus as per the Residency Requirement may be released from their Housing Agreement under the following conditions:

- **Graduation:** Students graduating in the fall semester will be released from their Housing Agreement after their graduation.
- **Study Abroad:** Students participating in University-sponsored study abroad programs will be released from their Housing Agreement for the duration of their program.
- **Withdraw:** Students who drop below full-time status, withdraw from all classes/or the university are no longer eligible to live on campus, terminating the Housing Agreement. Students who complete their move-out after the drop/add date are ineligible for proration or refund.
- **Residency Requirement Exemption:** To be considered for an exemption, students must submit a formal written request to be reviewed by the Director of Residential Life and a committee of relevant campus partners for determination of release from the residency requirement. Students requesting release from their Housing Agreement after the fall semester drop/add deadline are ineligible for proration or refund.

Termination

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 other university partners where appropriate.

The Agreement can be terminated for various reasons, which may include but are not limited to:

1. Any conduct that disrupts the orderly administration and/or function of the University or any of its activities,
2. Violations of the Student Code of Conduct, and
3. In some cases based on reports of misconduct (including violations of the law and/or issues related to safety).

If the University terminates this Agreement, it will provide the Student with “reasonable notice” of such termination, which the University defines as seventy-two (72) hours. However, the University reserves the right to terminate this Agreement with less than reasonable notice if circumstances require it.

Termination of this Housing Agreement by the University will result in the Student being financially responsible for the entirety of their Housing Agreement. If the Student is suspended or dismissed from the University, they must vacate and properly check out of the assigned space within twenty-four (24) hours of such notification by Trinity University. Students suspended or dismissed from the University are not eligible for a refund or proration of their housing costs for the full period of the Housing Agreement.

STUDENT CONDUCT

The undersigned Student agrees to comply with all applicable federal, state and local laws, regulations, and ordinances while in residence, as well as the University policies and procedures stated in the Trinity University Policy Portal and Courses of Study Bulletin (these policies are incorporated into this Agreement by reference). The University reserves the right to change its rules, policies, and procedures at any time without advance notice.

The Student agrees to comply promptly and fully with the verbal or written instructions of University employees and to act as a responsible member of the community.

The University may invoke an immediate interim removal from campus housing or an immediate interim change in room assignment if the Director of Residential Life or their designee concludes that such action is necessary. The removal may occur prior to and continue until the University has determined the outcome of any formal disciplinary proceedings.

STUDENT LIABILITY AND PERSONAL PROPERTY

By entering into this Agreement, the Student agrees to the following:

1. The Student is personally liable for loss or damage to the room, residence hall, provided furnishings, and common areas. Students may be held individually responsible for loss or damage. Additionally, all Students of a room or hall are liable for damages to furnishings, fixtures, etc. in common spaces (bathrooms, hallways, lounges, etc.). Community billing may occur as a result of loss or damage to common spaces.
2. University-owned property may not be removed from the assigned room. Costs associated with room damage or extra custodial services will be charged to the residents of the room.
3. The Student agrees to hold harmless and indemnify Trinity University for all loss or damage to the residence hall, Trinity University property, and the property of others caused by the Student and/or the Student's guest(s).
4. Trinity University is not responsible for lost, damaged, or stolen property belonging to the Student, the Student's guest(s), or others, regardless of where the loss, theft, or damage occurred.
5. Trinity University strongly recommends that Students have renter's insurance. Renters insurance provides valuable protection for personal belongings that are damaged or stolen. Additionally, it can provide financial protection for unintentional damages to a residence hall or bodily injury for which the Student is responsible.

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 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.

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.

SIGNATURE

I ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THE 2024-2025 TRINITY UNIVERSITY HOUSING LICENSE AGREEMENT.

If the undersigned student is under eighteen (18) years of age, this Agreement must be countersigned by the Student's parent, guardian, or guarantor over the age of eighteen 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)
Signature

Student's Signature

Parent/Guardian/Sponsor



Rachel Boaz Toppel
Interim Director of Residential Life