

THE UNIVERSITY OF TEXAS AT SAN ANTONIO
OFFICE OF HOUSING AND RESIDENCE LIFE
UNIVERSITY HOUSING CONTRACT
2022-2023 Academic Year
(Fall and Spring Semesters)
August 19, 2022 – May 10, 2023

This University Housing Contract (“Contract”) is a license to use a furnished room in a University residential facility on campus (“University Housing”) at The University of Texas at San Antonio (“University”) on the terms and conditions stated herein.

Definitions

For purposes of this Contract, the following terms shall have the meanings indicated below:

- “Student” - A person admitted to The University of Texas at San Antonio.
- “Guarantor” - Parent/guardian if Student is a minor.
- “Contract Period” - The period beginning August 19, 2022, and ending May 10, 2023.
- “Proposed Contract Rate” - Pending approval from The University of Texas System, the Proposed Contract Rate is the amount Student and/or Guarantor will pay University for a license to use a furnished room for the duration of the Contract Period. Students will be informed of any change from the Proposed Contract Rate once the final rate is approved. Depending on which University facility and which room accommodation Student ultimately receives, the Proposed Contract Rate (that does not include fees for the meal plan which is mandatory for residents with 48 or less credit hours) is as follows:

Chaparral and Laurel Village	Proposed Contract Rate for Academic Term	Proposed Contract Rate for Semester
4 bedroom	\$8,484	\$4,242
2 bedroom	\$9,210	\$4,605
4 bedroom double	\$5,214	\$2,607
Alvarez Hall	Proposed Contract Rate for Academic Term	Proposed Contract Rate for Semester
Individual room	\$8,320	\$4,160
Chisholm Hall	Proposed Contract Rate for Academic Term	Proposed Contract Rate for Semester
Single	\$10,254	\$5,127
Double	\$6,620	\$3,310
Triple	\$5,228	\$2,614
Guadalupe Hall	Proposed Contract Rate for Academic Term	Proposed Contract Rate for Semester
Single	\$9,770	\$4,885
Double	\$6,540	\$3,270

- “Daily Room Rate” - The daily amount charged for the use of the furnished room under this Contract is calculated for each term by dividing the Proposed Contract Rate by term by the number of days within the Contract Period associated with each term.

- The words “you” and “your” refer to Student; however, if Student is under 18 years old, “you” and “your” refer to both Student and Guarantor, jointly and severally, unless the context indicates the obligation rests solely on the Student.
- “University Housing” - The Office of Housing and Residence Life staffs, operates, and manages on-campus properties owned by UTSA and is referred to as University Housing.
- “Census Date” – UTSA’s Census Date is the last day of the semester to drop or withdraw from your courses without it showing on your academic record.

I. Obligations and Agreements of Student and Guarantor

- a. You agree to pay all charges as due, and to comply with and abide by the following terms and conditions: the UTSA Student Code of Conduct; the UTSA Handbook of Operating Procedures; the University Housing Resident Handbook; the Rules and Regulations of the Board of Regents of The University of Texas System; and all other University rules, regulations and policies, which may now or in the future come into effect (individually and collectively, the “University Regulations”).
- b. You acknowledge and agree that rates or fees are subject to change by legislative action, as are University Regulations affecting this Contract. Changes and additions are officially announced and/or posted, and the announcement or posting constitutes actual notice. Changes and additions to University Regulations affecting this Contract become effective and binding on the first date of posting or official announcement.
- c. Any attempted assignment or subletting of this Contract by you is null and void.
- d. You agree that if you violate any of the terms or conditions of this Contract, have a poor payment history, or if the University determines you have violated the University Regulations and/or the terms and conditions of roommate contracts agreed upon by you and your roommate(s), or if you are disruptive to the use and enjoyment of University Housing by other students, the University may refuse to offer you a University Housing contract in the future.
- e. You agree that if the University finds you to be in violation of this Contract or of any of the University Regulations, have a poor payment history, or if you are disruptive to the use and enjoyment of University Housing by other students: (1) you may be subject to disciplinary action (including but not limited to dismissal from the University); (2) you may be required to change University Housing residence halls; and/or (3) your license to use University Housing may be revoked and this Contract canceled and you may be required to withdraw from University Housing. If the University requires you to withdraw from University Housing, this Contract will be automatically canceled and you will pay all charges accrued under this Contract until you check out pursuant to Section VII, plus the Liquidated Damages Charge (defined below).
- f. You agree to keep your contact and student information updated by use of official University websites.

II. Conditions of Contract

- a. **This Contract is offered on the condition you are admitted to the University. This Contract does not guarantee you have been admitted to the University.** Only the Office of Admissions can grant admission to the University.
- b. You must be a registered full-time student actively pursuing a degree at the University, or engaged in a University-sponsored academic activity, to be eligible to live in University Housing. Should your status change from full time to part time, you may be subject to removal or withdrawal from housing. However, dropping to part-time status does not automatically make you exempt from living on-campus. All completed applications are ranked in the order of when they are received in

order to assess priority for room assignments. However, if a new incoming student is not registered by August 1 or, for a returning student, June 1, he or she may lose their priority status and be placed on a waitlist.

- c. Registered Sex Offenders are prohibited from working or living in University Housing and University Housing will not be provided to, or required of, any Registered Sex Offenders. Registered Sex Offenders are prohibited from being within the living areas of University Housing, including the University's Residence Hall and Apartments.
- d. This contract is offered by University Housing with the intent to provide housing regardless of changes to the academic schedule or manner of instruction provided by the University. University Housing does not anticipate closing or issuing a refund as a result of such adjustments.
- e. This contract is offered for the use of a furnished room within University Housing. This contract does not guarantee assignment to a specific housing facility or room type. University Housing reserves the right to utilize housing facilities and adjust housing assignments as necessary to achieve University objectives.

III. Payments, Deposits, and Charges

- a. University Housing charges will be included on your University fee statement. You will be assessed for the entire semester charge prior to the start of the semester. Payment is due according to University tuition and fee payment schedules. If payment is not made by the due date, a late payment charge ("Late Payment Charge") will be assessed according to University schedules. If a Late Payment Charge has been assessed, a hold may be placed on your University record for outstanding charges and you will be unable to register, graduate with your diploma, and/or receive an official transcript or refunds until your University Account is brought current and all payments and fees due are paid.
- b. Failure to receive a statement or notice does not relieve you of the responsibility to pay on or before the due dates.
- c. If you fail to pay on a timely basis, you may have your license to use University Housing revoked, and you may be denied a future University Housing Contract.
- d. If you withdraw from or are dismissed from the University or University Housing for any reason during the contract period, including enforced scholastic withdrawal, you will pay all charges accrued under this Contract until you check out pursuant to Section VII, plus **\$900.00 in liquidated damages**, to cover costs the University will incur and/or losses the University may suffer as a result of the withdrawal or dismissal ("Liquidated Damages Charge").
- e. The \$50 application fee which accompanied your University Housing application is non-refundable.
 - A Student with a financial hardship waiver may defer payment of the fee until the Census Date of the initial term associated with this Contract.
 - If the fee is deferred, University Housing will post a \$50 charge to Student's account to correspond with the Census Date of the term and the potential dispersal of available financial aid.
 - Student is responsible for paying the deferred non-refundable application fee even if Student fails to complete the application process, fails to enroll or withdraws from University, or is approved for a contract release prior to the start of the term and the dispersal of available financial aid.
- f. The \$250.00 deposit which accompanied your University Housing application serves as a reservation/damage/room clearance deposit ("Deposit"). The Deposit will be refunded to you upon written request after all monies owed by you to the University under this Contract, unless you have a completed contract for a future term or otherwise, have been paid and all other obligations under this Contract, including, without limitation, proper check-out procedures, have been fulfilled. If Student owes the University monies, the Deposit will be credited in the following order: (1) to any

- property and other damages associated with this Contract; (2) to any fees including, without limitation, an Improper Check-Out Charge (defined below) owed under this Contract; (3) to any outstanding charges owed under this Contract; (4) to any other outstanding debt owed to the University; (5) or if the student renews for a future booking, the deposit will be held with UTSA.
- g. A student who received a financial hardship waiver for the Deposit and cancels their Contract or otherwise owes fees or damages to the University will be responsible for paying the Cancellation Fee (defined below) or other fees or damages owed to the University.
- h. You agree to pay all expenses incurred by the University in collecting the amounts due under this Contract, including collection fees up to a maximum of 33 $\frac{1}{3}$ % of the amount due plus attorney's fees, court costs, and other costs.

IV. Cancellation of the Contract

You are responsible for paying the full Contract Rate for the entire Contract Period, unless the Contract is canceled in accordance with one of the provisions below. Depending on when and how the Contract is canceled, you may owe the University a Cancellation Fee. The "Cancellation Fee" charged by the University constitutes an amount that will compensate the University for the costs it will incur and/or losses it will suffer as a result of your cancellation, which costs and losses are difficult to quantify. As provided in Section III.e. above, your Deposit may be used to partially defray the Cancellation Fee.

a. Cancellation Before the Start of the Contract Period

You may request to cancel this Contract for any of the following reasons as indicated in writing to the Office of Housing and Residence Life (studenthousing@utsa.edu) and by completing the cancellation request form which will be provided via email in accordance with this Contract:

- Is no longer enrolling at University or is withdrawing from University as confirmed by the Registrar;
- Has a documented disability or medical condition requiring accommodations that the University is **unable** to reasonably provide which must be reviewed by University Accommodations/Disability Services; or
- Enters into military service or receives orders for active duty military service during the Contract Period.

University will review your request for contract cancellation and provide notice regarding University's decision. The Effective Date of Cancellation is the date your notice of cancellation (via cancellation request form) is received by the Office of Housing and Residence Life. The table below lists the Cancellation Fee you will have to pay if you cancel your Contract before the beginning of the Contract Period:

Academic Year 2022-2023 Applicants:

Effective Date Of Cancellation	Cancellation Fee
Before May 1	No Fee
May 1 through May 31	\$250.00
June 1, through June 30	\$500.00
July 1 and before the start of Contract Period	\$900.00

b. Cancellation During the Contract Period

University may cancel this Contract as provided in this Contract. For example, if you fail to check into University Housing in the time period required by this Contract, the University **may** terminate

this Contract as outlined herein. Failure to check into your unit does not guarantee an automatic cancellation if you remain a registered student with the University. However, once the Contract Period begins, you may request to cancel this Contract for any of the following reasons as indicated in writing to the Office of Housing and Residence Life (studenthousing@utsa.edu) and by completing the cancellation request form which will be provided via email in accordance with this Contract:

- (1) If you fail to register, or cannot register with the University due to a hold on your University Account during the semester in which the cancellation occurs, you may cancel this Contract before the 12th class day by providing the Office of Housing and Residence Life (studenthousing@utsa.edu) proof of your graduation date along with the cancellation request form which will be provided via email found in Section XV.a. When your non-registration is confirmed by the Registrar as of Census Date of the semester, you must pay to the University the Liquidated Damages Charge in addition to all charges accrued under the Contract until you check out pursuant to Section VII.
- (2) If you voluntarily or involuntarily withdraw from the University during the semester in which the cancellation occurs, you may cancel this Contract within 24 hours of withdrawal by providing the Office of Housing and Residence Life (studenthousing@utsa.edu) notice and by completing the cancellation request form which will be provided via email. When your withdrawal is confirmed by the Registrar, you must pay to the University the Liquidated Damages Charge in addition to all charges accrued under the Contract until you check out pursuant to Section VII. You are expected to check out and vacate your space within 24 hours of the cancellation of your Contract.
- (3) If you graduate from the University at the end of the fall semester, you must notify the Office of Housing and Residence Life (studenthousing@utsa.edu) and complete the cancellation request form on or before November 1, 2022. We will provide the form via email upon your request to the Office of Housing and Residence Life (studenthousing@utsa.edu). When the Registrar confirms your graduation, you shall pay to the University all charges accrued under the Contract through the end of the fall semester. If you graduate at the end of the fall semester and do not notify the Office of Housing and Residence Life by November 1st, you will pay all charges accrued under the Contract Period through the end of the fall semester plus the Liquidated Damages Charge.
- (4) If you enroll in an official UTSA Study Aboard program, National Student Exchange Program or a UTSA internship abroad, for a semester or longer you must notify the Office of Housing and Residence Life (studenthousing@utsa.edu) and complete the cancellation request form on or before November 1, 2022 for the spring semester. We will provide the form via email upon your request to the Office of Housing and Residence Life. There is no cancellation penalty for students who enroll in the above programs and inform University in by November 1, 2022 though you are still responsible for any charges accrued under the Contract until you check out pursuant to Section VII. If you fail to notify the Office of Housing and Residence Life by November 1st, you will pay all charges accrued under the Contract Period through the end of the fall semester plus the Liquidated Damages Charge.
- (5) If you receive orders for active duty military service effective during the remainder of the Contract Period. Please notify the Office of Housing and Residence Life with your orders via the cancellation request form which will be provided via email.

Effective Date Of Liquidated Damages Charge	Liquidated Damages Charge
After the start of the Contract Period	\$900

c. Termination of Contract During Emergencies

- (1) If part or all of university housing is closed due to an emergency or natural disaster, the University may adjust or terminate this contract without prior notice. The University may extend this contract an equivalent amount of time as the closure to address the loss of use of university housing and to provide for future use. In no event shall the University be obliged to provide alternate housing to the Student or to rebuild or replace any affected premises. Please note that if the Student initially had a scholarship that covered housing fees, the amount will be credited back to the original form of scholarship.

V. Room Assignment

- a. The University assigns roommates without regard to race, color, sexual orientation, religion, or national origin. All units are single-gender assigned unless designated as a Gender Inclusive Housing (GIH) option. Students assigned to GIH Units have self-opted into the GIH option with the understanding that their roommate(s) may not identify as the same gender or sex. Students who feel they have a physical or emotional condition that may impact their room assignment should notify University Housing. University Housing may be able to address concerns through standard business practices. In the event that a student with disabilities needs an individual accommodation, the student will need to submit a written request for accommodation to UTSA's ADA Coordinator. Refer to <http://utsa.edu/ada/ContactUs.html> for information and instructions.
- b. The University reserves the right to make changes in room assignments for such reasons as the University determines to be appropriate in its sole and absolute discretion, including, without limitation, closing housing facilities, moving students out of under-utilized areas, roommate conflicts, pending disciplinary action, health or medical safety, and non-compliance with the University Regulations. **This contract is offered for the use of a furnished room within University Housing and does not guarantee assignment to a specific housing facility or room type.** Room reassignments include but are not limited to: assignment to a different housing facility or room type, consolidation of residents, assignment to supplemental space; and, except as provided in subsection c. below (for temporary assignments), shall not result in a decrease or an increase in the Contract Rate. If you fail to move to a new location within University Housing within 24 hours after the University has issued you authorization or direction to move, you will be assessed three (3) times the Daily Room Rate for each day you remain in the room you have been instructed to vacate.
- c. Occupancy may be expanded through the assignment of "doubles" to what are normally single occupancy rooms. Students assigned to overflow rooms should be prepared to have a roommate and may not know until arrival that a roommate has been temporarily assigned to and placed in their room. Additional furniture in overflow rooms will not be removed and must remain within the unit. Occupancy may be further expanded by temporarily assigning students to space in a hotel or other facility as deemed appropriate by the Executive Director of Housing and Residence Life in his/her sole discretion. Temporary assignments are used until permanent room accommodations become available. Temporary assignments may continue throughout the Contract Period. While in temporary assignments, students remain bound by all the provisions of this Contract. Beginning on the date of check in and ending on the day permanent University Housing is made available, a student who is living in a temporary assignment will earn a discount credit, based on his assignment in the temporary location as listed below:

- | | |
|----------------------------|-------------------------|
| • September 1, 2022 - 2.5% | February 1, 2023 – 2.5% |
| • October 1, 2022 – 2.5% | March 1, 2023 – 2.5% |
| • November 1, 2022 – 2.5% | April 1, 2023 – 2.5% |
| • December 1, 2022 – 2.5% | May 1, 2023 – 2.5% |

If a student is in a temporary assignment for an entire semester, the total discount will equate to a 10% reduction of the Semester Contract Rate for that semester. Any discount under this provision

will be credited to the student living in a temporary assignment on a monthly basis for so long as no permanent University Housing is available for the student.

VI. Check-In and Occupancy

- a. University Housing will provide the check in schedule and instructions to accommodate the move in process. Check-in will occur over a number of days prior to the start of the Contract Period in order to better control crowds and traffic flow. Adhering to the check in schedule will not result in an additional room charge.
- b. Unless you schedule a late arrival date, if you fail to check in by 4:00 p.m. the day before classes begin, the University may terminate your Contract at the sole discretion of the University, and you will be charged the Liquidated Damages Charge. Failure to check in on or before a scheduled late arrival date will also result in you being charged the Liquidated Damages Charge. Failure to check into your unit does not guarantee automatic housing cancellation if you remain a registered student with the University.
- c. If you are permitted by the University to check in early, accept a room card, or place any belongings in a room, you are fully bound by the Contract on the day you check in or begin using the room.
- d. Early occupancy outside of the University Housing provided check-in schedule will result in a room charge equivalent to the Daily Room Rate for each day before the first day of the Contract Period.
- e. Transfers to another University Housing facility during the Contract Period will be considered at the sole discretion of the University. All requests are submitted via room change request form which can be provided upon request via studenthousing@utsa.edu for the Residence Life team to review.

VII. Check-Out

- a. You must check out by 12:00 noon the day following your last final examination during the Contract Period or by noon on the day after the close of the Contract Period.
- b. You must follow the University's check-out procedures by completing the checkout form located at each front desk and on the website. This form will also be emailed to you at the end of your contract period. Failure to follow these procedures will result in a \$75.00 Improper Check-Out Charge.
- c. If you fail to follow the University's check-out procedures at the end of the Contract Period or within 24 hours after you withdraw from the University, prior to the end of the contract period, you will be charged the Daily Room Rate plus assessed three (3) times the Daily Room Rate for each day until you follow such check-out procedures or the University removes your property from the room pursuant to Section XII. Further, you shall indemnify the University and prospective residents for damages, costs and expenses arising out of or related to your failure to complete a timely, proper check-out, including, without limitation, lost revenues, lodging expenses, attorney fees and costs, and collection costs as specified above. If you graduate at the end of a semester, you may stay in your assigned room without additional charge through the date of the University commencement. You must notify the Office of Housing and Residence Life (studenthousing@utsa.edu) prior to April 1st in order to avoid any late departure fees. You must follow the University's check-out procedures by 12:00 noon the day following commencement, and if you fail to check out by such day, you will be charged the Daily Room Rate plus assessed three (3) times the Daily Room Rate for each day until you follow such check-out procedures or the University removes your property from the room pursuant to Section XII.

VIII. Care of Facilities, Equipment, and Animals

- a. You are responsible for keeping your room and housing unit in a neat and orderly fashion at all times, including cleaning and sanitizing shared amenities within your unit to minimize the spread of communicable diseases. All residents share responsibility for the care of their room and housing unit. You shall not cause or permit to be caused damage or alterations to your room, apartment unit, furniture, or equipment. You shall pay all costs associated with the repairs including any testing arising out of or related to your failure to comply with the foregoing requirements to the University promptly on demand.
- b. You specifically agree to be liable for damages or other losses you or your guest(s) cause to University Housing, the Neighborhood Centers, the City Center, laundry rooms, public lounges and kitchens, your housing unit, your bedroom, or any University furniture or equipment, except for ordinary wear and tear. Title to the damaged property will remain with the University. You will be charged on a prorated basis for public area damage where responsible parties cannot be identified and where reasonable evidence exists that area students are responsible for the damage. You shall pay all such amounts to the University promptly on demand.
- c. A refrigerator and microwave are provided in each Chaparral Village and Laurel Village suite. No open flame or open heating element devices are permitted within suites. Small appliances are allowed in the suite kitchenette area only. There is no cooking allowed in the individual bedrooms. Each Neighborhood Center has a full kitchen area which can be used for cooking. Each resident using the kitchen area is responsible for cleaning this area after use. Alvarez, Chisholm and Guadalupe Halls have full kitchens within each community, including ovens, cooktops and microwaves, which can be used for cooking. Each resident using the kitchen is responsible for cleaning this area after use. There is no cooking allowed in individual bedrooms or outside the community kitchen area.
- d. The possession or burning of candles, incense, charcoal, lighting fluids, kerosene, oil lamps, or other flame-emitting substances and articles are prohibited in University Housing.
- e. No pets are allowed except fish, Service Animals, and Emotional Support Animals. Fish are limited to a five-gallon or smaller volume aquarium. You are responsible for the care of your fish, Service Animal(s) and/or Emotional Support Animal(s).

IX. Conduct

- a. You are responsible for you and your guest(s)' conduct and such conduct must adhere to the University Regulations.
- b. With the exception of firearms addressed in paragraph (c), the use or possession of fireworks and lethal weapons or facsimiles is prohibited in or around any University Housing facility and may subject you to disciplinary action, including withdrawal from housing.
- c. Use or possession of firearms may be prohibited in or around certain University Housing facilities. You are responsible for reviewing and complying with the applicable University Regulations regarding such use and possession. Failure to comply may subject you to disciplinary action, including withdrawal from University Housing.
- d. Tobacco use*, gambling, narcotics, and controlled substances and/or drug paraphernalia are prohibited in or around any University Housing facility. *Note regarding use of Tobacco Products including but not limited to cigarettes (of any kind including herbal/spice cigarettes), cigars, pipes, water pipes (hookah), electronic cigarettes, smokeless tobacco, snuff, and chewing tobacco. The University is a tobacco and smoke free campus. Smoking and the use of Tobacco Products is prohibited in and on all University-owned and leased property including buildings, grounds, resident and University housing areas, parking lots and structures, green space, sidewalks, walk ways, as well as personal vehicles on the property. The Tobacco Free and Smoke Free Campus policy is contained in Section 9.36 of the University's Handbook of Operating Procedures.

Additional information regarding use of tobacco products in University Housing facilities can be found in the UTSA Office of Housing and Residence Life Resident Handbook.

- e. Alcoholic beverages are prohibited in or around University Housing with the exception of Laurel Village. Residents of Laurel Village who are 21 years of age or older may possess and/or consume alcoholic beverages as allowed by Texas law and in accordance with the provisions of the UTSA Office of Housing and Residence Life Resident Handbook.
- f. Solicitation, including door-to-door sales of goods and services, is not permitted in or around any University Housing facility.
- g. The possession, operation, charging or storage of Hoverboards, also known as Swagways, IO Hawks, Skywalkers, etc., is prohibited in or around any University Housing facility and may subject you to disciplinary action, including withdrawal from housing.

X. Fire Safety

Fire safety devices such as, but not limited to alarms, sprinkler systems, extinguishers, common area smoke detectors, pull station covers, and exit signs are installed in all housing units. Residents and guests must evacuate any time a fire alarm activates. Failure to evacuate may result in disciplinary action, including expulsion and/or fines. Tampering with fire safety equipment is a violation of state law and University Regulations and may result in disciplinary action including restitution, including expulsion. You may not disconnect, cover, damage, or tamper in any way with fire safety devices. Nothing may be hung from the sprinkler system. You will immediately report the malfunction of or damage to any fire safety device in your room, including smoke detectors, to a Housing and Residence Life staff member.

XI. Meals

- a. A meal plan is required for all students that have not completed more than 48 credit hours as recognized by the University Registrar by the beginning of the Contract Period. Unused portions of the meal plan contract are not refundable, nor do they roll over to another semester unless specifically defined by the meal plan.

XII. Abandonment of Room, Abandonment of Personal Property, and University's Disposal of Personal Property

- a. Abandonment of your room/housing unit means: (1) in the University's reasonable judgment you appear to have moved out because of substantial removal of clothing, furniture, or personal belongings from the University Housing room and housing unit; and (2) either the date by which the Contract obligates you to leave such room has passed or no one has been in the room for five (5) consecutive days while charges are due and unpaid.
- b. If there has been abandonment of personal property in connection with the abandonment of your room, the University may remove and/or store all property remaining in the room or housing unit in accordance with subsection c. below (except personal property that may be thrown away by the University if it is perishable [food, medicine, or plants] or worthless in the University's reasonable judgment). You are responsible for costs associated with the removal and storage of abandoned property.
- c. University's Disposal of Abandoned Personal Property in Abandoned Room: The custody and disposition of personal property abandoned in your room/housing unit shall be in accordance with UTSA policy 9.07 (Lost, Abandoned, and Unclaimed Personal Property).

XIII. Rights and Obligations of the University

- a. University personnel may enter your room at any time in the event of an emergency and at any time for any reasonable purpose, including, without limitation: inspection, preventive maintenance, routine maintenance requests, or investigation of violations of University Regulations. By signing the Contract, you specifically agree to be bound by the University Regulations as they now exist or may hereafter be amended and acknowledge the rights and obligations of the University.
- b. Any duty of the University to remedy or repair conditions materially affecting the physical health or safety is as established by applicable law. You will give written notice to the University specifying such conditions upon your discovery of such conditions.
- c. The University is not responsible for loss or damages to personal property by theft, fire or other casualty, whether such losses occur in your room, public areas, or elsewhere. It is encouraged that each resident carry renter's insurance or be covered under a parent's homeowner insurance policy throughout occupancy, including the early check-in period. Items left in your room or items temporarily stored by you in a University storage area when you check out will be disposed of by the University in accordance with University policies then in effect.
- d. At your request, the University will install, change, or recode a security device on any exterior door or window of your room. You agree to pay a charge for all labor, materials and overhead associated with such installation, change, or recoding promptly upon delivery of a statement for same from University.
- e. In the event the University is prevented from completing the performance of any obligations under this Contract by an act of God or other occurrence whatsoever which is beyond the control of the University, the University shall be excused from the performance of such obligations to the full extent of the law.
- f. The University reserves the right to maintain the safety of the premises by any means, including but not limited to temporarily or permanently removing the Student from university housing.

XIV. Miscellaneous

- a. This Contract may be amended or supplemented only by an instrument in writing executed by you and the University. This Contract and all documents incorporated in it by reference contain the entire agreement of the parties and no oral understanding or agreement not incorporated into this Contract shall be binding on either of the parties.
- b. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created by this Contract shall be performed in Bexar County, Texas. If any one or more of the provisions contained in this Contract shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained therein.

XV. Notices

- a. Any notice, request, or other communication required or permitted to be delivered under this Contract shall be in writing and shall be deemed received when actually delivered by hand delivery, transmitted to Student's UTSA assigned email account, sent by confirmed facsimile transmission, actually delivered by overnight carrier, received electronically by the University Office of Housing and Residence Life at studenthousing@utsa.edu; or three days after it is deposited in the United States mail, postage prepaid, certified mail, return receipt requested, and properly addressed as follows: (1) if provided to Student, a) during the Contract Period, the proper address is the Student's assigned room, or b) before or after the Contract Period, the proper address is the Student's Home Address listed within ASAP; (2) if provided to Guarantor, then the proper address is the Guarantor's Address listed below, or (3) if provided to the University, then the proper address

is the University at the Office of Housing and Residence Life, One UTSA Circle, San Antonio, Texas 78249- 0635

- b. The Office of Housing and Residence Life communicates directly with the Student and utilizes email to communicate information including, but not limited to, assignments, billing issues, and waiting list status. The Office of Housing and Residence Life will communicate with Guarantors infrequently. Student is responsible for regularly checking their UTSA student email account. Student is responsible for official information communicated by University Housing and informing Guarantor.

XVI. Release and Consent for Use of Image

University Housing, its employees, and representatives have the right to take and use photographs, video, digital images, or otherwise recorded images of University Housing residents who are in public spaces, offices or at University Housing sponsored events. University Housing can publish such images or depictions for promotion, marketing, or educational purposes in any form, including but not limited to print, electronic, video, or Internet. University Housing has the right to edit, crop, retouch, or otherwise alter such images or depictions and students waive the privilege of inspecting such images or depictions prior to publication. All images or recordings, in whatever medium, are the property of University Housing and can be used indefinitely without compensation to the resident. Resident releases the University and those acting pursuant to its authority from liability for any violation of any personal or proprietary right you may have in connection with such use. Residents who wish to opt-out of this release or withdraw consent must submit a written request to the Office of Housing and Residence Life at studenthousing@utsa.edu.

XVII. Method and Effect of Signing This Contract

a. For All Students:

Student will sign this Contract electronically by taking the following steps: (1) you will enter your First and Last Name in the electronic contract page; and (2) you will enter your Banner ID as your electronic Signature to agree to all Contract terms. By taking these steps, Student (1) certifies he/she has read this Contract in full and understands and agrees to all its terms and conditions; (2) agrees to pay all charges arising under this Contract and any extension thereof when due and in accordance with the regulations of The University of Texas at San Antonio, together with all fees and other costs for the collection of any amount not paid when due as specified herein; and (3) acknowledges the University will not grant the license described herein unless personal guarantee of payment of all charges or obligations under this Contract is made by you.

b. For Student who is a minor:

An electronic copy of this Contract will be provided to a Student to review. During the application process there will a Guarantor Information step in which the Guarantor over the age of 18 must enter their information. These minor students will also be sent an email to the student email address for both their signature and their Guarantor's. Student must fill in any missing information or make corrections to outdated information, sign this Contract, ensure the Guarantor also signs it, and return the fully signed Contract to the Office of Housing and Residence Life via email at studenthousing@utsa.edu. This Contract will not be effective until it is received by the University. Students will receive the approval email once their contract has been received.

By signing this Contract, Student and Guarantor each; (a) certifies he/she has read this Contract in full and understands and agrees to all its terms and conditions; (b) agrees to pay all charges arising under this Contract and any extension thereof when due and in accordance with the regulations of The University of Texas at San Antonio, together with all fees and other costs for the collection of any amount not paid

when due; and (c) acknowledges the University will not grant the license described herein unless personal guarantee of payment of all charges or obligations under this Contract is made by Student and Guarantor, if any; (d) acknowledges Student is the contract holder and responsible for all communication and coordination with the University regarding this contract.

Student's Name (Print): _____

Student's ID Number: _____

Student's E-mail Address: _____

Student's Home Address: _____

Street: _____

City: _____ State: Zip: _____

Student's Signature: _____ Date: _____

Guarantor's Name (Print): _____

Guarantor's Mailing Address (if different from Student's Home Address):

Street: _____

City: _____ State: Zip: _____

Guarantor's Signature: _____ Date: _____