2016-2017 Residence Hall Contract and
2016-2018 Residential College Contract for New Residents

Terms and Conditions

1. Terms of Agreement

1. This contract is an agreement between the student and the university or, if the student is a minor, between the student, guardian and the university and governs the academic year or remainder thereof. Only properly registered university students may reside in the residence halls or occupy space. Space may not be sublet.

2. This contract is for one academic year with the exception of all new incoming Residential College students. Residential College agreements are for two consecutive academic years (Freshman and Sophomore years).

3. The university’s acceptance of this agreement (issuing an assignment) guarantees a space in a residence hall, not in a specific building or room. This may also include expanded housing.

4. This agreement will amend in the event of the student’s suspension or dismissal from University Housing or the University by Baylor Judicial Affairs or dismissal from University Housing by Campus Living & Learning. The student agrees in any such instance to vacate the residence hall at the time set by the university. The student shall not enter any residence hall without the express written approval of the university, or to return under the penalty of trespass. This termination may also include a
financial penalty of room charges for the rest of the academic year for not meeting contract terms.

5. This agreement becomes binding upon the acceptance of this contract through the application or when the contract holder takes possession of the room, whichever comes first.

2. Period of Occupancy

1. Contract occupancy begins at 9:00 am on the Saturday prior to the first day of classes and ends at 12:00 pm on Wednesday at the end of finals week for the fall semester and 12:00 pm on Tuesday for the spring semester or 24 hours after the contract holder’s last final, whichever comes first. Graduating seniors will need to vacate their room prior to 2:00 pm on the Saturday of graduation with prior approval from Campus Living & Learning.

2. The contract period does not include Early-Arrival days, winter break, or extended days. (Options may be available for off-contract period occupancy)

3. Arbors, Fairmont, Gables, Brooks Flats, Heritage House North, Heritage House South and University Parks are open for the current residents during the winter break period. Limited university services are provided during these periods, and most campus facilities will be closed. There may be an additional charge and a required separate application for these non-contracted periods.

4. Only contracted residents are permitted in the residence halls during break periods. There are no guests or visitation hours during break periods.

5. Residents can be approved for an extended stay between the end of the spring semester and the beginning of summer sessions, and/or between the end of the summer session and beginning of the fall semester. A daily rate will be charged for all accommodations. A separate application is required.

6. Early-Arrival is available for students to move into their fall or spring booking before their contracted start date. The University may, at its sole discretion, accommodate a request for early
arrivals. There is an additional cost for each day prior to the contract start date, which will be billed to the student’s account. Incoming freshmen are approved for no-cost Early Arrival on the official “Move-In” days, which are prior to the official contract start date.

3. Eligibility

1. In order to be eligible for on-campus housing the student must meet the following conditions:
   1. The student must be a registered student in good academic standing; and
   2. The student must be regularly attending classes; and
   3. The student must maintain full time status; part-time status requires Departmental approval; and
   4. The student must be in good judicial standing with Baylor University; and
   5. The student must be in good financial standing with Baylor University; and
   6. The student must be in good standing with their Bacterial Meningitis Vaccination

4. Application

1. An application becomes a binding contract with Baylor University and Campus Living & Learning upon the submission of the application and e-signing of the contract, or when the contract holder takes possession of their room, whichever comes first. If eligible, this application may be cancelled by the student by notifying Campus Living & Learning in writing or through an online electronic application/cancellation system prior to the cancellation deadline (Reapplication Process Only).

2. The services and products provided under this contract may not be sold or transferred to others by the named student and/or student's guarantor. See "7. Release from, Termination of Contract, or Exemptions.”
3. All incoming first-year freshman students are required to live on campus. For exemptions to this see “7. Release from, Termination of Contract, or Exemptions.”

4. Students who are not registered for classes for the Fall and/or Spring semesters and do not check into their assigned rooms will automatically have their room contracts cancelled.

5. Students need to be aware that there are no special provisions or exceptions made for any contract holder who may be under the age of 18 at the time this Contract is accepted. All minor students need to further understand that it is the contract holder’s option, as a student under the age of 18, to inform their legal guardian(s) of the stipulations provided in these Terms and Conditions.

6. The university reserves the right, at its discretion, to determine that a student’s medical condition, past behavior, and/or criminal activity is such that the best interests of the university, the student, and/or other students would be best served by alteration or cancellation of the housing contract. If the university becomes aware that a student has a record of criminal conviction(s) or other actions indicating behavior that could pose a risk to person or property and/or could be injurious or disruptive to the residence hall community or the living/learning environment, the university may not accept or may immediately terminate the contract. Registered sex offenders are not eligible to live on campus.

5. Room Assignments, Changes, and Consolidations

1. A student may occupy only his or her assigned room.

2. Room assignments for incoming freshmen are based upon a number of factors including a student’s: housing preferences, Enrollment Deposit date, housing application complete date, roommate preferences, your roommate’s preferences, and community preferences. Students are also impacted by the preferences of the other students who paid their Enrollment Deposits and submitted a housing application earlier than them.
Unfortunately, space restrictions hinder the ability to match every student according to their multiple preferences.

3. The student is contracting for a space within the residential communities only, not for a specific building, room configuration, suite, or apartment. Campus Living & Learning reserves the right to reassign any student to a different space, or adjust the occupancy of a room in order to maximize space utilization or satisfy other Baylor University needs. Furthermore, Baylor University can take such action as it deems necessary to control the use of residential community space in the event of an epidemic, disaster, overcapacity or other conditions or circumstances that require such control and/or access.

4. Non-occupancy of residence hall space does not cancel the contractual obligation. Registered students who do not check into their assigned rooms and do not notify Campus Living & Learning in writing by the first day of classes may lose the specific space assigned to them and be transferred to a different room, based upon the needs of the university or community, but will still be billed for the room they are officially assigned to.

5. The university does not discriminate in room assignments on the basis of race, color, creed, national origin, religion, age, disability, or associational preference(s).

6. There may be a need to assign students to Expanded Housing to accommodate the number of requests for residence hall space. These students will receive permanent assignments as space becomes available and will be required to move. Expanded Housing accommodations are provided at a reduced daily rate.

7. If vacancies occur in rooms during the course of a semester, the remaining resident(s) must consolidate with another resident(s) in similar situation(s), or choose to pay the adjusted rate according to actual room occupancy. Available options depend upon occupancy at the time of vacancy. Refusal by the remaining resident(s) to consolidate could result in an increased rate for lower occupancy.
8. Purchasing the other space(s) of a room may be available from Campus Living & Learning throughout the semester. Single rooms will be made available based upon availability and need. It will be at the discretion of Campus Living & Learning if and when these will be offered.

6. Costs

1. Housing rates are for the academic year and do not include early arrival days, semester break, or interim housing. There may be additional charges for these time frames.
2. All room assignments associated with a Living-Learning Center or Residential College include a program fee that is charged separately from the room contract.
3. At the beginning of each semester, room charges will be billed in full.
4. A student's failure to satisfy the financial responsibilities as part of this contract and in accordance with the payment schedule may result in contract cancellation pursuant to university rules and regulations. Residents sent through eviction proceedings will be held financially responsible for residence hall charges and any applicable court or legal costs.
5. The Board of Regents, Baylor University, and Campus Living & Learning reserves the right to change the terms and conditions of the contract and/or to increase residence hall rates by giving 30 days notice in advance, and the student and/or his or her guarantor will have the option of electing either to accept the increased rate and enter into a new contract or to terminate the contract on the date of the increase if eligible.

7. Release from, Termination of Contract, or Exemptions

1. Once the contract becomes binding, the student will be released from this contract only for the following reasons:
   1. Not attending the university (graduation, withdrawal, transfer);
   2. Marriage, (marriage certificate required for verification);
3. Participation in an academically sponsored study abroad, student teaching, or internship program out of the Waco area;
4. Called to active duty for military service;
5. Significant and unforeseen health or financial reason occurring after the Contract cancellation deadline. A request for release for this reason must be documented by the student and reviewed and approved by Campus Living & Learning; or
6. Disciplinary eviction from the residence halls.

2. Releases based on the criteria outlined in item (a) are granted to incoming Baylor students upon cancelling both their acceptance and this Residence Contract. Students must notify the Admissions Office, and this Contract will be cancelled using the applicable Admissions cancellation date.

3. Releases based on the criteria outlined in items a., b., c., and d. are granted upon verification and receipt of the student's written cancellation at Campus Living & Learning. Release based on the criteria outlined in item e. is a special circumstance and will require a petition for contract release to Campus Living & Learning.

4. In the event that a release is approved, the student is entitled to a refund of room charges in accordance with the refund policy. The student's University Bill will be credited on a pro rata basis according to the date of written cancellation or the date the room was vacated, whichever is later. Any credit will appear on the next month's University Bill. No room credit will be given for cancellations effective two (2) weeks before the close of each final examination week.

5. A student who has a residence hall contract for the academic year and cancels their room contract due to not attending the University but subsequently registers for any part of the remainder of the academic year may be bound to the remainder of the contractual obligation.
6. A student must vacate an assigned space within 24 hours after his or her withdrawal or eviction from the university/residence halls, or as directed by Campus Living & Learning personnel.

7. Baylor University may, at its sole discretion, cancel the on-campus housing assignment for any students, if they do not meet the following criteria:
   1. if a returning or continuing student is not a full-time, registered student by May 1 of that year,
   2. or for incoming first-year or transfer students is not a full-time, registered student by July 1 of that year,
   3. or if any student has not financially settled their student account by July 31 of that year.

8. A student who is evicted from the residence halls for disciplinary reasons will be assessed the remainder of their contracted amount.

9. All incoming first-year students are required to live on campus. Exemptions from this requirement may be granted to students who meet at least one of the following criteria:
   1. The student is 21 years of age or older before the first class day of a semester;
   2. Married and /or have dependent children; or
   3. Have an established residency with parents or legal guardians at least three (3) or more months within the McLennan County borders.

8. Damages
   1. Residents of a room are held responsible for all associated costs related to damage beyond normal wear to the room or its furnishings.
   2. Residents may not change the residence hall facilities including electrical fixtures/appliances, room structures, and plumbing hardware nor remove or replace furniture supplied with the room.
3. Repair and maintenance issues are made only by university-authorized personnel. These individuals have access to all rooms for health, safety, maintenance, and custodial purposes.

4. Damages or excessive cleaning in public areas on the floor and stairwell (restrooms, lounges, study rooms) that are not attributable or chargeable to a specific individual or group shall be equally shared by the residents of the living area where those damages occur. The assessment of such damages is payable through the university bill.

9. Liability

1. The university assumes no liability for any loss or damage to the personal property of the resident and does not carry insurance on the personal property of the resident. Each resident should determine if his or her personal property is covered by their parents/guardians’ homeowner policy or should purchase whatever personal property insurance is desired.

2. The university is not responsible for injuries to the student or guests, which might result from the use of the premises.

10. Room Search and Entry

1. Baylor has policies regarding when residential rooms may be entered and searched. The policy may be found in the “Guide to Community Living.”

11. General Conditions

1. Students are expected to know and abide by federal and state law, policies and rules of the Board of Regents, State of Texas, Baylor University, Campus Living & Learning’s Guide to Community Living and the Terms and Conditions of the Residence Hall Contract. Violations of these rules are handled through the disciplinary procedures of the residence halls and/or through the university.

2. No resident is to use his or her room or permit it to be used for any commercial purposes. Commercial soliciting in the building or on the grounds is forbidden.
3. No pets shall be permitted in the residence halls, with the exception of fish in an aquarium of approved size or as approved by the university as part of a medical accommodation.

4. Personal property left in student rooms at the end of an academic year (first semester if applicable) will be disposed of after 5 business days at the discretion of Campus Living & Learning.

5. A student may, at the discretion of the Director of Campus Living & Learning/designee, be prohibited from entering or being present in certain residence hall locations or the entire residence hall system.

6. Residents are issued room and building entrance keys (or access cards with building codes) that are not to be transferred or duplicated, and students are responsible for the use and return of assigned keys (cards). Lost, stolen, or missing keys (cards) constitute a security risk and automatically result in rekeying or recoding a room lock at a cost to the student.