

# On-Campus Housing Contract

## 2021-2022

### Terms and Conditions

#### Terms of Agreement

This contract is an agreement between the student and Baylor University or, if the student is a minor, between the student, guardian, and the University.

This contract is for one academic year, or remainder thereof, with the exception of all new incoming Residential College students. Residential College contracts are for two consecutive academic years. New incoming Residential College students must be released from their community before they are eligible to reside in a different community to fulfill their second year or occupancy. If a student opts to not select a space for their second year through Reapplication a space will be assigned to them.

The University's acceptance of this contract (issuing an assignment) guarantees a space in a residence hall, not in a specific building or room. This may also include temporary expanded occupancy housing.

An application becomes a binding contract with Baylor University and Campus Living & Learning upon the e-signing of the contract and submission of the application, or when the contract holder takes possession of their room, whichever comes first.

The services and products provided under this contract may not be sold, sublet, or transferred to others by the named student and/or student's guarantor.

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. It is the contract holder's responsibility, as a student under the age of 18, to inform their legal guardian(s) of the stipulations provided in these Terms and Conditions.

#### Eligibility

In order to be eligible for on-campus housing, the student must meet the following conditions:

- A. be a registered student in good academic standing; and
- B. be regularly attending classes; and
- C. maintain full time status (part-time status requires departmental approval); and
- D. be in good judicial standing with Baylor University; and
- E. be in good financial standing with Baylor University; and
- F. have met the Bacterial Meningitis Vaccination requirements of Baylor University
- G. have met any other required vaccination requirements required by Baylor University

## First-Year Requirement

All incoming first-year freshmen students are required to live on campus regardless of incoming credit hours and are guaranteed a space.

Exemptions from this requirement may be granted to students who meet at least one of the following criteria:

- A. are 21 years of age or older before the first class day of a semester;
- B. are married and/or have dependent child(ren);
- C. have an established residency with parents or legal guardians for at least six (6) months within McLennan County, have graduated from a McLennan County High School or McLennan County education equivalent, and have submitted a Residency Exemption Request Form prior to June 1.

## Termination of the Housing Contract by Baylor University

This contract will terminate in the event of the student's suspension or dismissal by Baylor Judicial Affairs or 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 return under the penalty of trespass. This termination may also include a financial penalty of room charges and fees for the rest of the academic year for not meeting contract terms.

The University reserves the right, at its discretion, to determine that a student's medical condition, current or past behavior, and/or criminal activity is such that the 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 decline or immediately terminate the contract. Registered sex offenders are not eligible to live on campus.

Baylor University may, at its sole discretion, cancel the on-campus housing assignment for any students if they do not meet the following criteria:

- A. If a returning or continuing student is not a full-time, registered student by May 1 of that year;

- B. If an incoming first-year or transfer student is not a full-time, registered student by July 1 of that year; or
- C. If any student has not financially settled their student account by July 31 of that year

## Withdrawal from University

A student must vacate an assigned space within 48 hours after his or her withdrawal from the University/residence halls, or as directed by Campus Living & Learning personnel. A student who withdraws may be eligible for a pro-rated refund.

## Period of Occupancy

Contract occupancy begins at 8:00 am on the Saturday prior to the first day of classes and ends at 12:00 noon the day after the last Baylor University final exam or 24 hours after the contract holder's last final, whichever comes first.

Graduating seniors who receive extended stay approval will need to vacate their room prior to 2:00 pm on the Saturday of graduation.

If the University postpones or cancels graduation ceremonies, all students, including graduating seniors, will be required to vacate their room by 12:00 noon the day after the last Baylor University final exam or 24 hours after the contract holder's last final, whichever comes first.

The contract period does not include early-arrival days or extended stay days. Students must receive prior approval and may be charged additional fees for these extended days.

Brooks Flats, North Village, and University Parks are open for current residents during the Winter Break period. There are no guests or visitation hours during break periods. 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.

## Assignment Policies, Changes, Consolidations, and Cancel Requests

### Discrimination

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

## Room Assignment

A student may occupy only his or her assigned room.

Room assignments are based upon a number of factors including the student's housing application complete date, roommate preferences, community preferences, and Campus Living & Learning's space availability.

Students seeking a residential accommodation based on a health/medical need (including an Emotional Support Animal) must first contact the Office of Access and Learning Accommodation (OALA) by the priority deadline of May 1 of the year attending. Requests received after the priority deadline will be considered as space allows. Approval must be final before an ESA will be permitted in a residence hall.

Residents are issued access cards (Student ID) or entrance keys that are not to be transferred or duplicated, and students are responsible for the use of assigned cards/keys. Lost, stolen, or missing cards/keys constitute a security risk and automatically result in rekeying or recoding a room lock at a cost to the student. Students are required to return all issued keys upon check-out.

## Room changes

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.

Purchasing the other space(s) of a room (room buyouts) may be available based upon the request of the student and approval from Campus Living & Learning.

## Consolidations

If vacancies occur in rooms during the course of a semester, the remaining residents must consolidate with other residents in similar situations, 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 residents to consolidate could result in an increased rate for lower occupancy and subject to student conduct.

## Open Room Spaces

Every effort will be made to assign a new resident to a space that matches the current resident in compatibility. The current resident does not have the right to deny the unpaid space to

another student by: refusing a roommate/suitemate, occupying the empty space, ) cluttering and/or refusing to clean and keep ready the space for a roommate to move-in, or by harassing new residents in an effort to persuade the new resident to not live with them. If any of these issues are discovered, the current resident would be in violation of the Guide to Community Living and subject to disciplinary action, removal from that space, as well as any additional cost of the other space (Buyout).

## Non-Occupancy

Non-occupancy of a residence hall space does not cancel the contractual obligation. Registered students who do not check into their assigned rooms 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 to which they are officially assigned.

## Temporary Expanded Occupancy Housing

There may be a need to assign students to temporary expanded occupancy 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. The available space that a student is reassigned to may not match their room or roommate preferences on their application. Expanded housing accommodations are provided at a reduced daily rate.

## Contract Binding Date

The Housing Contract Binding Date is 72 hours after the Housing Contract and Intent to Live on Campus is e-signed. Any student who is not already required to live on campus for that year such as new first year students and second year Residential College students have the ability to cancel their Housing Contract during this time. Upon 72 hours after the e-signing date the cancel option will expire.

## Request to Cancel Contract by Contract Holder

Once the contract becomes binding, the student will be released from this contract only for the following reasons:

- A. Not attending the University (graduation, withdrawal, transfer);
- B. Marriage (marriage certificate required for verification);
- C. Participation in an academically sponsored study abroad, student teaching, or internship program out of the Waco area;
- D. Called to active duty for military service

Releases based on the criteria outlined in A. are granted upon completion of the Cancel Form and receipt and verification of the student's and/or Baylor University, Paul L. Foster Success Center's notification.

Releases based on the criteria outlined in B. are granted upon the completion of the Housing Contract Release Request form and submission of a valid and completed marriage license.

Releases based on the criteria outline in C. and D., are granted upon completion of the Housing Contract Release request form and receipt and verification of the student's written cancellation to Campus Living & Learning before the beginning of the Fall semester. Releases based on criteria outlined in A., B., C., and D. that are known in the fall semester for the subsequent spring semester are granted through the Campus Living & Learning Spring Housing Cancellation process. Students who do not complete the required documentation with Campus Living & Learning before the assigned deadline will be assessed a \$300 fee.

In the event that a student is released based on criteria in items A., B., C., or D, but subsequently registers for any part of the remainder of the academic year, the terms of their housing contract will be reinstated and the student will be bound to the contractual obligation and associated room charges.

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.

No room credit will be given for cancellations effective 30 days before the close of each final examination week. Late cancellation requests may be subject to a \$300 Late Cancellation Fee.

Housing releases based upon medical reasons are submitted through the Office of Access and Learning Accommodation (OALA). OALA will collect information and medical documentation and work with the student who is seeking to be released on a medical basis. All medical documentation must be provided to OALA. A student should not submit medical documentation to the Housing office, a Residence Hall Director, or Community Leader.

## Checking Out

All students must completely check-out of their room during the official check-out process. Failure to complete the check-out process will result in an improper check-out status and may result in a fine.

## General Conditions, Liabilities, Campus Dining and Housing Room Rates and Fees

### Housing Costs

Housing rates are for the academic year and do not include early arrival days, semester break, or extended stay days. There may be additional charges for these extended days. All room assignments associated with a Living-Learning Center or Residential College include a program fee that is charged separately from the room contract. The program fee will not be refunded due to a room move after the 12<sup>th</sup> day of the semester.

Prior to the beginning of each semester, room charges will be billed in full.

Room damage will be assessed at the end of the term. All damage charges, cleaning charges, or other fees will be assessed to the student account after move out. An appeal process to any damage will be included in notification of the damage/cleaning/other fees.

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 who are evicted will be held financially responsible for residence hall charges and any applicable court or legal costs.

The Board of Regents, Baylor University, and Campus Living & Learning reserve the right to change the terms and conditions of the contract and/or to increase residence hall rates by giving 30-day 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.

### Liability, Insurance, and Responsibility

Residents of a room are held responsible for all associated costs related to damage beyond normal wear to the room or its furnishings.

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.

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.

Damages or the need for 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 Baylor University student account.

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.

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

## Room Search and Entry

Baylor has policies regarding when residential rooms may be entered and searched. The policy may be found in the Guide to Community Living located at [www.baylor.edu/cll](http://www.baylor.edu/cll).

## Campus Meal Plan

All new incoming freshman students, and all residents of Brooks Residential College and Teal Residential College are required to have a meal plan. Please see <https://www.baylor.edu/sfs/index.php?id=936925> for more details.

## General Conditions

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 the University.

No resident is to use his or her room, or permit it to be used, for any commercial purposes. Commercial soliciting in the residence halls is forbidden.

No pets shall be permitted in the residence halls, with the exception of fish in an aquarium of approved size (10 gallons or less) or as approved by the University as part of a medical accommodation.

Personal property left in student rooms after the period of occupancy has ended will be disposed of at the discretion of Campus Living & Learning.