This Agreement ("Agreement") is binding for the Fall 2015 and Spring 2016 semesters unless the student is graduated, transfers, marries, drops to a part-time academic load, or leaves school at the end of the fall term. Students who fulfill the residency requirement at mid-year are still bound by this agreement for the full year. All residents are required to pay for a meal plan. This Agreement is also binding for the Summer 2015 term if the student is enrolled in such term.

The undersigned student agrees to pay the University according to the published rate scale for the board plan and room in a residence hall for the academic year, which must be paid on or before the following established due dates for each semester: Summer 2015 - due May 19, 2015; Fall 2015 - due August 6, 2015; Spring 2016 - due January 6, 2016.

**DEPOSITS AND REFUND**

Resident hall students reviewing this Agreement have already paid a $400 deposit through Admissions. All room and dorm damage deposits may be credited to the student’s account at the time that the student moves off campus, but remains enrolled – or upon returning from studying abroad and moving off campus. This credit will be posted automatically if the student has fulfilled the residency requirement and not reserved a room for the upcoming year. Students who transfer, graduate, or withdraw are eligible for a refund credit of the room / dorm damage deposit(s). All scenarios mentioned in the sentence above are subject to deadlines for notifying Residential Life, as follows: 100% if the Residential Life Office is notified by June 1; 50% if notified by July 1; and no credit/refund will be offered after July 1.

If students have $400 in deposits on file, they will not have to make another room deposit as long as they are living on campus. (Note that deposit credits will be used to pay any charges on the student’s account; after all charges and credits have been posted, the difference will be refunded, either by E-Refund or by paper check.)

Students dismissed from the residence halls or from the University during the semester for academic or disciplinary reasons may receive, at the sole discretion of the Dean of Students, a pro rata refund or credit of room charges and 35 percent of all unspent board balances.

Students terminating their residence during the semester for any other reason are entitled only to a 35 percent refund of their unspent board balance and are held responsible for payment of the room charge for the entire year if they break their Agreement. Students terminating their residence at the end of a semester receive no refund on any remaining board balances; such students are held responsible for payment of the room charge for the entire year if they break their Agreement. Summer school residents are responsible for only the summer term charges.

Students initiating an Agreement after the beginning of a semester will receive a pro rata reduction for room and board charges when the Agreement is initiated two weeks or more after the start of the semester. On Agreements initiated during the first two weeks of a semester, charges are not pro-rated.

**DATES OF OCCUPANCY AND BOARD**

Residents may occupy their rooms as follows: New students 8:00 a.m. - Thursday, August 20; Returning students - 8:30 a.m. Saturday, August 22. Only members of student groups and organizations authorized by the Dean of Students and Director of Residential Life to return to campus and occupy their rooms before August 20, 2015 will be permitted to move their possessions into or occupy the rooms prior to this date.

All graduating seniors must vacate their rooms by noon, Sunday, May 15, 2016.

All other residents must vacate their rooms by noon, Thursday, May 12, 2016.

The residence halls will be closed and may not be entered by students, and board will not be offered, during the following time period:

- Semester Break: From noon, Saturday, December 19, 2015 - noon, Sunday, January 10, 2016 (graduating seniors may remain until noon on Sunday, December 20, 2015).

- Board will begin in the fall semester with the breakfast meal at 8:00 a.m., Friday, August 21, 2015. The last meal at the end of the spring semester will be breakfast on Sunday, May 15, 2016.

Money remaining on the Board Plan is not refundable at any time. However, discretionary declining balance dollars (Bonus Bucks) remaining at the end of the fall semester will be transferred to the spring semester. Discretionary declining balance dollars (Bonus Bucks) remaining on deposit at the end of the spring semester cannot be forwarded or transferred to the next academic year.

Summer 2015: Residence halls open on Tuesday, May 26, 2015, at 8 a.m. and close on Friday, July 10, 2015 at noon. A board plan is not offered during the summer; however, students may purchase and use Tiger Bucks at select ARAMARK locations Monday through Friday.

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

**TERMINATION OF RESIDENCE**

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

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

Failure to check in properly (including unauthorized early entry), check out properly or in a timely manner, or to complete the room inventory form may result in a charge to the resident. When withdrawing or at the end of the semester, students must check out within 24 hours of their last final examination or any other time that a student is requested to depart.

**ASSIGNMENT OF ROOMS**

The responsibility for the assignment of rooms and suites within the residence halls shall be with the Director of Residential Life. Preference in residence hall and room assignments will be given to continuing and incoming full-time undergraduate students. The University reserves the right to assign temporarily more students to a room than its normal capacity, and to reassign students to other rooms as it reasonably deems necessary or appropriate. A person who makes an unauthorized room change may be required to move back to his/her assigned room and/or pay a $50 fine.

If the student is assigned as a third person in a room designed for a two-person occupancy or as a fourth person in a room designed for a three-person occupancy, as certified by the Director of Residential Life, and if the residence halls are occupied to total capacity, the student shall be charged according to a reduced rate scale available from the Residential Life Office. (This reduced scale applies only to those who are assigned in these overcrowded situations and not to students who choose to live three or four in a room.)
In the event that single rooms are available, students (other than first year students) may apply with priority being determined by class rank and date of request, but are not available for first year students. A student without a roommate may be given the choice of paying for a single room or being reassigned with another student who does not have a roommate.

RULES AND REGULATIONS

Resident students are expected to familiarize themselves and comply with the policies stated on the Trinity University web site and in the Courses of Study Bulletin (these policies are incorporated into this Agreement by reference). Students are to comply with staff in the proper execution of their duties. All members of the University community are expected to conduct themselves in a manner marked by rational behavior, respect for others, and awareness of appropriate standards for a community of scholars. The University shall at all times have the right to change such policies or to amend them in any manner as it deems advisable, in its sole discretion, for the safety, care and cleanliness of the room and/or residence hall and for the preservation of good order therein. Notice of any such change or amendment shall be made available to the students.

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

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

Communal furniture may not be moved to rooms, balconies, or walkways. Fines may be assessed for each item of communal furniture or other University property moved without permission. Students are jointly (with other residents of their assigned building) responsible for care of public areas and equipment. Public areas are defined as those areas available for use by all students living on a wing, a floor, or within a hall. If the identity of the person responsible for such damage cannot be determined, the University may prorate the cost to repair the damages among all or any portion of the residents of the hall.

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

MISCELLANEOUS

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

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

Because being a residential campus is central to the mission of Trinity University, all unmarried undergraduate students are required to live on campus for three years (six fall and spring semesters). Students who study abroad, transfer in, or who stop attending the University and then re-enroll may qualify for certain exceptions.

This Agreement, together with the documents and policies identified herein, constitutes the entire agreement of the parties. This Agreement may be modified only in a writing signed by the parties below. This Agreement is not assignable. This Agreement is governed by the laws of the State of Texas, and all obligations of the parties are performable in Bexar County, Texas. With respect to liability, payment and indemnification obligations, "Student" means the student identified below and the parent/guardian/sponsor identified below, jointly and severally. In the event the University is unable to perform its obligations under this Agreement due to an act of God or other occurrence beyond its reasonable control, the University shall be excused from such performance obligations to the fullest extent allowed by law.

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

EXECUTED THIS ________________ day of ____________________________, 20__________________

Date

Month

Year

Student’s Name (Please print) ____________________________ Student’s Signature ____________

Parent/Guardian/Sponsor Signature ____________

Jennifer Adamo
Associate Director for Risk Management & Insurance

Wanda B. Olson
Director of Residential Life

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