

## Residence Hall/Apartment Contract Fall 2021 - Spring 2022

*This contract is for the full 2021-2022 academic year, and for the Spring Only 2022 term, as applicable.*

### Fall Semester Check-In/Out

- Wednesday August 11, 2021 from 9 a.m. – 5 p.m.: Check-In for **Honors and Social Justice LLC residents**
- Thursday, August 12, 2021 from 9 a.m. – 5 p.m.: Check-In for **new residents**
- Saturday, August 14, 2021 from 9 a.m. – 5 p.m.: Check-In for **returning residents**
- Friday, December 10, 2021 at 12p.m. - Residence halls close for Winter Break

### Spring Semester Check-In/Out

- Saturday, January 8, 2022 from 9 a.m. – 5 p.m.: Check-In for **new and returning residents**
- Friday, May 6, 2022 at 12p.m. - Residence halls and apartments close for summer

This OLLU Housing Contract (“Contract”) is a license to use a furnished room in a university residential facility on campus (“University Housing”) at Our Lady of the Lake University (“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 Our Lady of the Lake University
- The words “you” and “your” refer to Student.
- The phrase “unused days” refers to any days remaining in the Contract Period after a student has cancelled the Contract and vacated University Housing.
- “Contract Period” - The period identified as either **ACADEMIC TERM** or **SPRING ONLY TERM**.
- “Contract Rate” – The Contract Rate is the amount Student will pay University for a license to use a furnished room for the duration of the Contract Period. Depending on which University facility and which room accommodation Student ultimately receives, the Contract Rate (does *not* include fees for the meal plan which is mandatory for residents) is as follows:

### Contract Period:

**ACADEMIC TERM** – The period beginning August 12, 2021 and ending May 6, 2022

**SPRING ONLY TERM** – The period beginning January 9, 2022 and ending May 6, 2022

Type of Room	Contract Rate by SEMESTER*	Contract Rate ACADEMIC YEAR
Ayres Hall Single-Suite	\$2,150/semester	\$4,300
Centennial Hall Single-Private	\$2,750/semester	\$5,500
Centennial Hall Double-Private	\$2,345/semester	\$4,690
Flores Hall Single-Suite	\$2,330/semester	\$4,660
Flores Hall Double-Private	\$2,330/semester	\$4,660
Pacelli Hall Single-Suite	\$2,150/semester	\$4,300
Providence Hall Single-Suite	\$2,330/semester	\$4,660
Providence Hall Single-Private	\$2,750/semester	\$5,500
Lake View Apartments (2BR/1BA)	\$3,450/semester	\$6,900
Lake View Apartments (4BR/2BA)	\$3,010/semester	\$6,020

\* There is also a \$10 Dorm Activity Fee that is applied to each semester

## I. Eligibility and Conditions of Contract

- a. Any person who is seeking a degree, has been admitted, and will be enrolled at OLLU as a full-time student (12 or more credit hours for undergraduate and 6 or more for graduate) or a halftime student (6-11 credit hours for undergraduate and 3-6 for graduate) may enter into this contract with the university. Students who fall below or are enrolled under halftime status may be removed from on-campus housing.
- b. **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.
- c. If a student fails to enroll or pay fees and loses status as an enrolled student, the housing contract will be terminated, and the student must vacate the premises within 24 hours.
- d. A student may not sublet or rent a room assignment or permit another person to share a private room assignment. (i.e. Airbnb, HomeAway, Craigslist, private rental, etc.)
- e. **Students who will not be 17 years of age by check-in day are ineligible to live on campus.**
- f. A student whose housing contract is terminated by the university due to disciplinary reasons may have their semester's housing fees adjusted based upon the [university calculation schedule outlined in Section III](#).
- g. **In accordance with [Texas State Law SB 62](#), all entering or returning students under the age of 22 as of the university's first day of class for a particular semester must be immunized against bacterial meningitis. The immunization or a booster must have been received less than five years and at least 10 days prior to the first day of class.**

## II. COVID-19 Preparations

### a. Pre-Arrival Requirements

Prior to both Fall and Spring move-in, incoming residents will be required to show one of the following:

- a. Proof of a negative COVID-19 test dated within seven days of their arrival;
- b. Proof of the COVID-19 vaccination, or
- c. Proof of a positive COVID-19 test within 90 days of move in (which could continue to result in positive test results)

### b. Isolation or Quarantine Process

All students living on campus are required to have an isolation and quarantine plan. For students who can travel in a private vehicle and are within driving distance of their primary place of residence, we strongly recommend your plan include you conducting your period of isolation or quarantine in the comfort of your home. For those students living on-campus who cannot travel home, the university has set aside dedicated isolation and quarantine space. Meals will be delivered to students isolating and quarantining on campus and health services will check in on you daily to monitor your symptoms.

- a. Any student who has tested positive for COVID-19 or has been exposed to COVID-19 is required to complete the OLLU Self Report Form.
  - b. Residents who may have been exposed to COVID-19, and cannot travel home, will quarantine in a room for a minimum of 14 days before they can resume normal activities. Roommates and suitemates will be considered a "family unit" and will also need to quarantine as well if deemed necessary.
  - c. Residents who test positive for COVID-19, and cannot travel home, may be transferred to another housing assignment for the duration of their isolation or until alternate arrangements are made. Residents will need to isolate as instructed by their primary care physician and will follow additional guidelines set forward by OLLU Health Education Resource Office. Roommates and suitemates will be considered a "family unit" and will also need to quarantine as well if deemed necessary.
  - d. Notification may also be sent to other members of the residence hall where the impacted students reside. No personal information of the students in quarantine/isolation will be shared
- c. Students should also prepare that following both the Thanksgiving and Spring breaks, classes could move to remote/online instruction for the remainder of the fall and spring semesters respectively. Should this occur, students will be allowed to remain in the residence halls and use campus facilities and services, but classes and final exams will all be online (unless decided otherwise by the University). Students may remain on campus during remote operations but can choose to go home and remain home once the break begins.
- a. Traditional residence halls will still close for the Winter Break and the Lake View apartments will remain open. Students will be allowed to leave their belongings in their rooms until their return for the spring semester. In addition, any unused meal plan dollars will rollover to the spring semester. Lastly, students who travel out of U.S. may be required to show proof of a 14-day quarantine prior to their return to campus or may be required to quarantine on campus.

- d. OLLU will continue to monitor national news coverage and recommendations by the city, state, and federal governments in addition to the Center for Disease Control regarding COVID-19. Should this impact campus and/or housing operations, we will communicate this to you with as much notice as possible. Residents will discuss a plan of action with their parents, guardians, family, and/or friends for evacuating campus with a minimum of a weeks' notice; including international and out-of-state residents. OLLU will work with residents who have no other options for vacating campus; which could include off-campus housing at a hotel. If OLLU must shut down housing operations, all remaining residents will have to make alternative housing arrangements

### **III. Obligations and Agreements of Student**

- a. You agree to pay all charges as due, and to comply with and abide by the following terms and conditions: the OLLU *Student Code of Conduct* located in the OLLU *Information Bulletin*; the OLLU *Handbook of Operating Procedures*; the Office of Residence Life *Resident Student Policies and Procedures Handbook*; the *Rules and Regulations* of the Board of Trustees of Our Lady of the Lake University; 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, 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, 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 eligibility to use University Housing may be revoked, this Contract canceled, and you may be required to vacate from University Housing. If the University requires you to vacate 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, and may have their semester's housing fees pro-rated based upon the [university calculation schedule \(defined in Section III\)](#).
- f. You agree to keep your contact and student information updated by use of official University websites.

### **IV. Payments, Application Fees, 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, but you may request to make installment payments with the OLLU Student Business Office. Your first payment, whether it is the full amount or the first installment, is due prior to check-in. Subsequent installment payments, if approved, are due in accordance with arrangements made with the OLLU Student Business Office.
- b. If you fail to pay on a timely basis, or fail to finalize your payment arrangements, you may have your contract to use University Housing revoked, and you may be denied a future University Housing contract.
- c. If you withdraw from or are dismissed from the University or University Housing for any reason, including enforced scholastic withdrawal, you will pay all charges accrued under this Contract until you check out. The students remaining charges will be adjusted in accordance to the [university calculation schedule \(defined in Section III\)](#).
- d. For new and first-time residents, as of February 1, 2020, the \$200 non-refundable housing application fee which accompanied your University Housing application serves as a commitment to housing. Students who enrolled in housing prior to February 1, 2020 are eligible to have the application fee (Deposit) refunded to you upon written request after all monies owed by you to the University under this Contract, or otherwise, have been paid and all other obligations under this Contract, including, without limitation, proper check-out procedures, have been fulfilled.
- e. If the Student owes the University monies, the student account will be charged 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; and (4) to any other outstanding debt owed to the University.

## V. 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. You may cancel this Contract by providing the Office of Residence Life written notice via e-mail to [ResidenceLife@ollusa.edu](mailto:ResidenceLife@ollusa.edu).

### a. Cancellation Before the Start of the Contract Period

#### Academic Year 2021-2022 Full Term Contract

- a. A non-refundable \$200 housing application fee is due at the time of application.
- b. There is a Penalty Free Cancellation period between **February 1 – June 1, 2021** in which no cancellation fees will be assessed.
- c. Cancellation of the housing contract after June 1, but prior to the beginning of the Contract Period, will result in the assessment of a **\$300 Cancellation Fee**
  - i. **The non-refundable \$200 housing application fee cannot be applied to the \$300 cancellation fee.**
  - ii. Only the following scenarios qualify for exemption from the cancellation fee:
    1. Voluntary or involuntary cancellation of enrollment, graduation, or withdrawal from Our Lady of the Lake University
    2. Marriage as evidenced by a valid marriage license
    3. Participation in an OLLU Study Aboard program, National Student Exchange Program or an OLLU internship abroad, for a semester or longer.
    4. Significant and proven change in financial support (i.e. loss of job, scholarship, etc.) and verification by Financial Aid.
    5. Change of in-person to online course schedule (documentation required)
  - iii. Students who apply for housing and choose to commute after the Penalty Free Cancellation period has ended, and do not meet the criteria above, are subject to the cancellation fee.
  - iv. **Once a student checks-in to housing, they are subject to the terms of the Housing Contract.**

#### Spring 2022 Only Semester Contract

- d. A non-refundable \$200 housing application fee is due at the time of application.
- e. There is a Penalty Free Cancellation period between **October 1 – December 1, 2021** in which no cancellation fees will be assessed.
- f. Cancellation of the housing contract after December 1, but prior to the beginning of the Contract Period, will result in the assessment of a **\$300 Cancellation Fee**
  - i. **The non-refundable \$200 housing application fee cannot be applied to the \$300 cancellation fee.**
  - ii. Only the following scenarios qualify for exemption from the cancellation fee:
    1. Voluntary or involuntary cancellation of enrollment, graduation, or withdrawal from Our Lady of the Lake University
    2. Marriage as evidenced by a valid marriage license
    3. Participation in an OLLU Study Aboard program, National Student Exchange Program or an OLLU internship abroad, for a semester or longer.
    4. Significant and proven change in financial support (i.e. loss of job, scholarship, etc.) and verification by Financial Aid.
    5. Change of in-person to online course schedule (documentation required)
  - iii. Students who apply for housing and choose to commute after the Penalty Free Cancellation period has ended, and do not meet the criteria above, are subject to the cancellation fee.
  - iv. **Once a student checks-in to housing, they are subject to the terms of the Housing Contract**

### b. Cancellation During the Contract Period

- a. The Contract Period begins on August 12, 2021 (for the fall semester) or January 8, 2022 (for the spring semester), or upon check in, whichever is first. Once the Contract Period begins, or the student checks-in, the cancellation fee no longer applies, and the student is responsible for their housing costs.

- b. If you cancel the housing contract after the start of the Contract Period, you will be assessed all charges accrued under the contract and will be adjusted in accordance with the provided calculation schedule.
- c. As of August 12, 2021 (for the fall semester) or January 8, 2022 (for the spring semester), any student who cancels, withdraws or is removed from their housing assignment will be adjusted in accordance to the following [university calculation schedule](#) for any unused days remaining in the housing contract:
  - i. **Fall 2021**
    - 1. Move-In Weekend (8/11/21 – 8/15/21) – 100% charges adjusted
    - 2. 1-5 days after start of session (8/16/21 – 8/20/21) – 100% charges adjusted
    - 3. 6-19 days after start of session (8/21/21 – 9/10/21) – 50% charges adjusted
    - 4. 21+ days after start of session (9/11/21 – 12/8/21) – No charges adjusted
  - ii. **Spring 2022**
    - 1. Move In-Weekend (1/8/22 – 1/9/22) – 100% charges adjusted
    - 2. 1-5 days after start of session (1/10/22 – 1/14/22) – 100% charges adjusted
    - 3. 6-19 days after start of session (1/15/22 – 2/4/22) – 50% charges adjusted
    - 4. 20+ days after start of session (2/5/22 – 5/4/22) – No charges adjusted
  - iii. Weekends may or may not be included in calculation, depending on program, refer to posted calendars on the Registrar's website [www.ollusa.edu/registrar](http://www.ollusa.edu/registrar). Holidays are not included in calculation.
- d. Students may only cancel their housing contract after the above outlined periods under the following circumstances:
  - i. Voluntary or involuntary cancellation of enrollment, graduation, or withdrawal from Our Lady of the Lake University
  - ii. Marriage as evidenced by a valid marriage license
  - iii. Participation in an OLLU Study Aboard program, National Student Exchange Program or an OLLU internship abroad, for a semester or longer.
  - iv. Significant and proven change in financial support (i.e. loss of job, scholarship, etc.) and verification by Financial Aid.
  - v. Change of in-person to online course schedule (documentation required).
- e. Students with approved housing cancellations are still responsible for paying any cleaning costs or damages.

## **VI. Housing Assignments**

- a. The university cannot guarantee a student a specific room. Assignment to rooms in the residence halls and apartments will be made in accordance with housing priorities and available housing space.
- b. The student agrees to provide the information and preferences required on the housing application for hall, room, and roommate assignments.
- c. Requests for assignment with a specific roommate will be honored whenever possible but are not guaranteed.
- d. The Office of Residence Life attempts to match first-time freshmen with other first-time freshmen as roommates using the housing application. Occasionally, a first-time freshman may be matched with a transfer, international, or returning student.
- e. The majority of freshman students are housed in single-suite or double-private style rooms.
- f. Single-suite rooms, unless otherwise specified, are to be occupied by one person with an adjoining suitemate. Double-private rooms, unless otherwise specified, are to be occupied by two persons with a private restroom. If a vacancy occurs in the assigned room, the remaining student agrees to:
  - a. Accept another roommate as assigned, or
  - b. Move to another room if requested, or
  - c. Elect to pay additional charges and convert the room to single occupancy (when offered).
- g. The Office of Residence Life reserves the right to consolidate available spaces or to assign a double room as a single room at a private room rate.
- h. The student understands that the university makes all assignments without regard to race, color, religion, national origin, or sexual orientation.
- i. The university reserves the right to modify residence hall, apartment, and room assignments pre/post move in.
  - a. 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.

- j. The university reserves the right to cancel or terminate contracts for disciplinary reasons and/or dangerous or disruptive behavior, health, safety, catastrophe, closing of the facility, or irresolvable incompatibility of roommates.
- k. The university reserves the right to temporarily or permanently reassign a student for violation(s) of the university code of conduct or university policies.
- l. On occasion, a student may be placed in temporary housing at the beginning of the semester due to space availability. This is a temporary status and student will be moved into permanent rooms as space becomes available.
- m. Room occupancy may be modified at the university's discretion to meet housing needs.
- n. The University will occasionally host special guest students affiliated with the university through foreign exchange programs or other similar programs. The university reserves the right to house these students in open bed spaces within the residence halls. If a student desires to participate in such programs, they are encouraged to contact the Office of Residence Life at (210) 431-3941.

## VII. Assignment Changes

- a. Rooms will be occupied only upon assignment by the Office of Residence Life.
- b. Submission of a room change request does not guarantee approval. If the room change is approved and housing rates vary between rooms, students will be responsible for paying the higher housing rate for the remainder of the semester. If the rate is lower, the student will receive a reimbursement for the difference.
- c. Students who change rooms without residence life approval are subject to a \$75.00 improper move fee.
- d. The Office of Residence Life will not approve any room changes until after the 12th class day of the semester. Room changes are not allowed at any time unless they are approved by the Office of Residence Life.
  - a. Students will be given an opportunity to change rooms for two weeks after the 12<sup>th</sup> class day without penalty. After the room swap period, there will be a \$25 administrative fee assessed each time a student swaps rooms at their request.
- e. All students must receive authorization from the Office of Residence Life to cease to reside in their assigned room or to move from the residence halls or apartments.
- f. The Office of Residence Life reserves the right to levy an administrative charge for unauthorized moves and failure to follow proper check-in and check-out procedures.
- g. Students must check in on the assigned date unless they have been granted permission to arrive on an alternative check in date by the Office of Residence Life. All requests for early check-in are subject to a daily early arrival fee.
- h. Any exchanges, transfers, or cancellations of rooms must be approved by the Office of Residence Life.

## VIII. Check-In and Occupancy

- a. All resident students are issued a check in date and time.
- b. Unless you notify the Office of Residence Life of a late arrival date, if you fail to check in by 5:00 p.m. the day before classes begin, the University may terminate your Contract, and you may be charged additional fees based on the cancellation policy and the particulars of your failed arrival.
- c. If you are permitted by the University to check in early, accept a room access 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.

## IX. Check-Out

- a. You must check out 24 hours after your last final examination or by 12:00 noon on the last day of the Contract Period, whichever is sooner.
- b. **You must follow the University's check-out procedures to receive clearance to check out. Failure to follow these procedures will result in a \$75.00 Improper Check-Out Charge. Students who do not return their room key will be charged an additional \$60.00 re-core fee.**
- 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. 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.
- d. If you graduate at the end of the Fall Semester or Spring Semester and you have made a request, you may stay in your assigned room without additional charge through the date of the University commencement. To stay in your room through commencement, you must submit a written request to the Office of Residence Life on or

before December 1<sup>st</sup> for fall commencement or April 15<sup>th</sup> for spring commencement. You must follow the University's check-out procedures by 5:00pm 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.

#### **X. Care of Facilities, Equipment, and Pets/Emotional Support Animals**

- a. You are responsible for keeping your room and housing unit in a neat and orderly fashion at all times. 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, including your housing unit, your room or any 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 unit. Small appliances, except those with an open flame or open heating element, are permitted. There is no cooking allowed in the individual bedrooms. Each resident using the kitchen area in Lake View is responsible for cleaning this area after use.
- 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. Pet fish are allowed in any residence hall and are limited to a 10-gallon or smaller volume aquarium. You are responsible for the care of your fish. Cats and dogs with certain breed and weight restrictions are allowed in Ayres Hall if they have gone through the Office of Residence Life approval process and have paid the \$150 pet deposit fee. You can request a pet application by e-mailing [residencelife@ollusa.edu](mailto:residencelife@ollusa.edu).
- f. If the student would like to request an Emotional Support Animal (ESA), the Office of Residence Life will make every effort to accommodate students with approved ESAs based on a disabling condition. The student is required to follow the guidelines provided by the Accessibility Services Office (ASO). The ASO must approve a student to have an ESA within University Housing **before** the student brings the animal to campus. Students are required to complete the ESA registration process through ASO and Residence Life at the start of each new academic year; anytime a new animal is brought to campus or at the request of SSD and Residence Life staff.

#### **XI. Conduct**

- a. The student is expected to abide by the OLLU Office of Residence Life *Resident Student Policies and Procedures Handbook* which can be found on the student portal.
- b. You are responsible for you and your guest's or guests' conduct and must adhere to the University Regulations.
- c. With the exception of firearms addressed in paragraph (c), 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.
- d. Use or possession of firearms is prohibited in or around 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.
- e. Tobacco use\*, gambling, narcotics, and controlled substances and/or drug paraphernalia are prohibited in or around any University Housing. \*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: Smoking and the use of Tobacco Products is prohibited in University Housing facilities.
- f. Alcoholic beverages are prohibited in Centennial, Flores, and Pacelli Halls. Residents within Ayres Hall, Lake View Apartments, and Providence Hall 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 OLLU Office of Residence Life *Resident Student Policies and Procedures Handbook*.
- g. Solicitation, including door-to-door sales of goods and services, is not permitted in or around any University Housing facility.
- h. The possession, operation, charging or storage of Hoverboards is prohibited in or around any University Housing facility and may subject you to disciplinary action, including withdrawal from housing.

## **XII. Furnishings, Utilities, and Sanitation**

- a. The university agrees to equip each student with a bed, chest of drawers, closet or wardrobe, desk, and desk chair for each student at minimum. Lake View Apartments also come with a fully furnished living room and kitchen appliances
- b. Students may not move or rearrange any stationary furniture or remove any university provided furniture from their rooms. Additionally, students may not move any furniture belonging to the university into their rooms that was not originally intended to be in that room (i.e. public space furnishings).
- c. The student agrees to be responsible for keeping the room/apartment and its furnishings clean and free from damage, to cooperate with roommates in the common protection of property, and to advise the residence hall staff of any deteriorated conditions of the room or its furnishings.
- d. The university reserves the right to levy and collect charges and fees for damages to, unauthorized use of or alterations to rooms, apartments, furnishing, appliances, locks, or buildings.
- e. The university reserves the right to assess students of a hall, floor, or apartment community the expenses of repair or replacement of any property damaged in common areas used by those students and their guests, unless the individual or individuals responsible for the damage is identified. Students will be notified if such charges are levied.
- f. The student may not install equipment or make alterations or repairs to their room.
- g. Waterbeds and modifications to the intended use of room furnishings are prohibited.
- h. The construction of a loft for use in a student's room will result in a fine and removal and disposal of the loft by campus personnel.
- i. The university agrees to provide reasonable amounts of heat, water, and electricity during the contract period in the residence halls. Interruptions of one or all these services on a temporary basis for reasons of maintenance, repair, or catastrophe will not be considered a breach of this contract and the university assumes no responsibility for damages as a result of any interruptions, such as food spoilage.
- j. If an interruption occurs, the university agrees to restore the affected service within a reasonable time. The temporary failure or interruption of water, heat, utilities (including ID Card Access), or noise due to construction, shall give students no claim for damages or reduction of rent. The university will work to resolve any of the above-mentioned issues as soon as possible. Students should report such concerns to Residence Life staff immediately.
- k. **All maintenance requests must be submitted in writing via e-mail to [physicalplant@ollusa.edu](mailto:physicalplant@ollusa.edu).**
- l. During extreme weather conditions, students may be required to maintain certain minimum or maximum temperatures in their space and take other actions as requested. Notifications will be made via the student's university e-mail account. Failure to follow the prescribed step(s) may result in damages being charged to the student's student account. The university will not reimburse students for electricity usage in these instances.
- m. If a pest infestation is reported or discovered in the residence halls/apartments (i.e. bed bugs, cockroaches, ants), and it is determined by Facilities and Residence Life that a student, or their guest(s), introduced the pests and failed to report it immediately upon discovery, the student may be charged for the remediation of the infestation (i.e. pest control).

## **XIII. Board (Meal Plans)**

- a. A meal plan, board, is required for all students that reside on campus. Unused board plan at the end of the fall semester will roll over to the spring semester, unless the student is not registered for the Spring semester, in which unused board plan will be forfeited. Unused board plan at the end of the spring semester will roll over to the summer semester, unless the student is not registered for the Summer semester, in which unused board plan will be forfeited. Unused board plan at the end of July, or on a communicated deadline, will be forfeited and does not roll over in to the new academic year.
- b. Meal service will begin no later than the first day of class in the Fall Semester and the Spring Semester. No meal service will be provided during any University holiday, which includes Winter Break and other student holidays the University may designate.
- c. Students who cancel their housing are subject to the terms of the [cancellation process](#). Students with an approved cancellation are eligible for a meal plan adjustment based on the [university cancellation schedule](#).

## **XIV. 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, store, and/or dispose of all property remaining in the room or housing unit. You are responsible for costs associated with the removal and/or storage of abandoned property.

**XV. Rights and Obligations of the University**

- a. University personnel will 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. 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. It is recommended that the student should obtain renter's insurance as the university will not reimburse or cover the loss of personal property
- d. 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.

**XVI. 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.

**XVII. Notices**

- a. The Office of Residence Life utilizes email to communicate information including, but not limited to, assignments, billing issues, and waiting list status, so students are responsible for regularly checking their University student email account.
- b. Any notice, request, or other communication required, or information permitted to be delivered under this Contract shall be delivered through your University assigned email account. The aforementioned information will be deemed received when delivered electronically, without error, by the OLLU Office of Residence Life email ([residencelife@ollusa.edu](mailto:residencelife@ollusa.edu)) or designees of the Office of Residence Life.

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By submitting this application, I agree to abide by the terms of the Our Lady of the Lake University Office of Residence Life housing contract. If I am signing up for housing online, my completion of the application process binds me to the terms and conditions of this contract.

**I understand this contract is for the full 2021-2022 academic year** (with the exception of Spring-only students whereby the contract is for the applicable semester). I further understand that by agreeing to this contract, a non-refundable housing application fee of \$200 is due upon completion of the housing application.