

Residence Hall and Apartment Housing Contract
Academic Year 2024-2025

TEXAS A&M UNIVERSITY - COMMERCE
Residential Living and Learning
P.O. Box 3011
Commerce, TX 75429-3011

This Residence Hall and Apartment Housing Contract (“Housing Contract”) is a binding and enforceable contract between Texas A&M University-Commerce, a member of The Texas A&M University System, an agency of the State of Texas (hereafter referred to as the “University”) and the individual occupant, hereafter referred to as “Occupant” or “you/your”.

1. PURPOSE. The purpose of this Housing Contract is to provide space in an on-campus residence hall as space allows if Occupant completes the actions in the timeline herein described, but does not guarantee assignment to a particular room, roommate, or residence hall.

2. ELIGIBILITY. Occupant must be currently enrolled at the University, unless special approval has been granted by the Director of Residential Living and Learning or appointed designee. All occupants must meet the guidelines set by the state of Texas for current or future vaccinations, including bacterial meningitis, to live on-campus.

3. PERIOD OF HOUSING CONTRACT.

A. Traditional Freshmen, defined as recent high school graduates entering the University the academic year following their high school graduation date, are required by University policy to live on campus for fall and spring of one academic year. This is known as the First Year Live-On Requirement. Early high school graduates will be considered graduates of the next spring graduation and will have to live on campus for the following academic year. Students who start college with credits taken while in high school will be expected to complete the First Year Live-On Requirement, regardless of classification status.

B. The term of the Housing Contract is for Fall 2024 and Spring 2025 or for Spring 2025 if the Occupant begins the Housing Contract in the same term.

C. The Occupant may occupy the assigned room (the “Premises”) beginning on the day and time the halls officially open until the halls officially close. Failure to properly check-in to the residence hall by 9:00 a.m. on the first day of classes could result in assignment of the space to another occupant. Proper check-in consists of contacting a staff member in Occupant’s assigned hall during the check-in period between the hall opening date and 9:00 a.m. of the first class day and receiving Occupant’s room key and all check-in materials and publications. Every effort will be made to hold the original assignment if Residential Living and Learning is notified of an anticipated delayed arrival; however, it may be necessary to assign the late Occupant to other accommodations.

D. At the end of the term, proper check-out procedures are to be followed as listed in the Residential Living and Learning Community Standards Handbook and all closing information distributed before each semester's end. If Occupant is graduating and needs accommodations, Occupant should contact the Community Director.

E. Housing during periods when classes are not in session may be made available if the University determines there is sufficient demand. In such instances, additional charges will be required for each occupant desiring accommodations. The University reserves the right to consolidate interim occupants during break periods.

F. In the event that the assigned accommodations are destroyed, or otherwise made unavailable, and the University cannot furnish other accommodations, then this Housing Contract will be void. All rights and liabilities of the parties will cease, and the Occupancy Fee (as defined herein) previously made by the Occupant shall be refunded on a pro-rated basis for the period for which accommodations were not made available for the Occupant.

G. A student may submit a Commuter Authorization Request if the student will be living with a parent or legal guardian within 50 miles or less than one hour drive time from the University's campus. This document must be submitted before August 1st.

H. Moving in prior to the start of Housing Contract: If an Occupant opts to move into campus housing before the original start date of the Housing Contract, the Housing Contract will begin on the date the Occupant takes occupancy of the space. The Occupant will be responsible for all additional charges associated with arriving and moving in early.

4. RELATIONSHIP OF PARTIES. This Housing Contract creates a license to occupy and use the Premises assigned to the Occupant as the Occupant's temporary residence during the term of this Housing Contract and is not a lease of University's property. No landlord/tenant relationship will be construed between the University and the Occupant.

5. CONSIDERATION OF THE CONTRACT.

A. The Housing Contract is personal and non-transferable. It provides the Occupant a bed (not a particular room, residence hall, or roommate choice) on campus as space allows. Residential Living and Learning reserves the right to make all hall and room assignments and to make any subsequent change considered advisable or necessary. Occupants must not assign this Housing Contract or sublease their room or any portion of their room to another person during the Housing Contract period or otherwise. Occupants are not permitted to operate a business from the Premises, nor may they use their address as a business address in any way.

B. If the Occupant fails to enroll, the Occupant must give advance notice of residence hall cancellation as outlined in Section 17, Cancellation of Housing Contract.

C. The Occupant agrees to pay the University an occupancy fee and all other fees and charges (collectively, "Occupancy Fee") in accordance with the terms of this Housing Contract.

D. Parental or Sponsor's Guaranty. It is acknowledged by Occupant that the University, may, in its sole discretion, require as a condition of this Housing Contract, a binding parental or sponsor's guaranty, which guaranty will be a substantial inducement for University to enter into this Housing Contract. If the University requires a parental or sponsor's guaranty, and Occupant delivers a forged or otherwise false or invalid guaranty to the University, then the University reserves the right to immediately terminate this Housing Contract and retain the Application Fee of \$100, and report the incident to the Office of Student Rights and Responsibilities without thereby waiving the University's right to pursue all civil or criminal penalties which may be appropriate. Occupant acknowledges that this Housing Contract is an essential necessity of Occupant, and that Occupant is fully bound by all of its terms and conditions, regardless of Occupant's age or legal status.

6. OCCUPANCY FEE PAYMENTS AND ADDITIONAL CHARGES.

A. The University agrees to provide a bed, as space allows, after the Occupant has paid the application fee, signed the Housing Contract, submitted the housing application, submitted required vaccination records, registered for classes for term of contract and paid the Occupancy Fee. Returning spring occupants who do not complete a Returning Student Room Selection for the next academic year by the end of the spring semester will be considered a new applicant and will be required to pay the application fee on a new application.

B. Payment of fees: Occupant agrees to pay each semester's Occupancy Fee in accordance with the University's designated fee schedule and according to the established University fee deadlines. Failure to make the payments required hereunder may result in any or all of the following: termination of this Housing Contract; being barred from attending classes; removal from occupancy in University housing; withholding, as permitted by state and federal law, of the Occupant's transcript of grades, diploma and other academic records from the Occupant; notification to credit bureaus; or any other remedies in law or in equity. Expenses incurred in collecting the total amounts due under this Housing Contract, including collection fees, attorney fees, court costs, and any other expenses will be the Occupant's responsibility. Occupants have one year from the posted billing date to dispute any Residential Living and Learning room rate charges and ten (10) business days to dispute any additional housing charge other than the room rate. Billing invoices are sent to the Occupant's University email account. All charge disputes must be made in writing. After the one-year period expires or if the dispute is not made in writing, the Occupant forfeits all rights to dispute the charge.

7. ROOM ASSIGNMENTS.

A. The University draws students from many states, nations, races, and religions. It will be the responsibility of each Occupant to respect the rights of all occupants in University residence halls. Admission to the University and any of its sponsored programs is open to qualified individuals regardless of race, color, religion, gender, sexual orientation, national origin, or disability. Room and roommate assignments are made without regard to race, color, religion, sexual orientation, disability, or national origin.

B. During times of very high occupancy, the Occupant may be assigned to temporary housing. Occupants in temporary housing will be required to move into a permanent housing assignment

within 72 hours of being notified.

8. PRIVATE ROOMS. A private room is not guaranteed to any on-campus occupants during the academic year. Having a private room does not entitle the Occupant to make the room available to another occupant or non-occupant. During all semesters, Residential Living and Learning reserves the right to require single occupants of rooms to move together when to do so will: (1) reduce the cost of utilities; (2) facilitate cleaning; (3) make space available for the housing of special groups; (4) support the private room procedure; (5) to address emergency occupancy needs; or (6) otherwise benefit the University. If Occupant selects and is assigned a private room, and signed a private room contract addendum, the Occupant is obligated for the additional fee(s) for the academic year, even if Occupant later decides to accept a roommate or move to another room, unless approval has been granted by Residential Living and Learning to terminate the private room contract addendum.

9. HALL OR ROOM CHANGES.

A. Hall changes are made based on availability. Occupants changing halls during the Housing Contract period, from a less expensive to a more expensive hall, must pay the difference in Occupancy Fees. Occupancy Fee differentials will be computed pro-rated unless the move is completed before the first day of classes.

B. Occupants may request relocation to another room through the designated waitlist process. Moves must be approved by Residential Living and Learning before the move takes place. Occupants who move prior to receiving official approval may be subject to a \$100.00 charge and disciplinary procedures. Room change requests due to roommate, maintenance, or safety concerns should be handled through the staff in the assigned hall instead of the waitlist process.

10. CARE OF SPACE, ROOM, AND HALL.

A. The Occupant is responsible for the condition of the Premises and all furnishings that are assigned to Occupant, and Occupant shall reimburse the University for all damage to the Premises and damage to or loss of the furnishings, other than normal wear and tear. The Occupant is also responsible for the cleanliness of the Premises and Occupant shall reimburse the University for all cleaning costs in excess of normal cleaning costs. Damages within the Premises are the combined responsibility of the occupants assigned. Damage to the common areas of the residence halls, where the cause is not known, will be assessed on a pro-rated basis to occupants of the entire hall or only those residing in the specific area where the damage occurred, depending on the location.

B. For the consideration stated herein, the University agrees to provide a room in a livable condition and will make an effort in conjunction with the Occupant to create a worthwhile, educationally relevant, living experience in an environment suitable for studying and sleeping. Except in cases of Occupant's negligence, the University agrees to make necessary room repairs in reasonable time. Advance approval must be obtained from Residential Living and Learning before any substantial changes are made to or within residence hall rooms. The University will

not be responsible for disruptions in service that are beyond the University's control. In the event of utility or facility disruptions, the Occupancy Fee will not be reimbursed.

C. Occupants will use the housing portal to enter work orders for the Premises.

11. ROOM ENTRY. The University reserves the right to enter the Premises for the purposes of inspection, improvement, repair, to control the rooms in the event of an epidemic or emergency, or for any other purpose as stated in the University's Student Guidebook and the Residential Living and Learning Community Standards Handbook, to include suspected violations of University or departmental procedures.

12. RENEWAL OPTION. The Occupant may renew Occupant's Housing Contract each academic year during the renewal period in the spring as space permits. Occupants choosing the renewal option agree to be bound by all terms, conditions, and policies which include having a schedule of classes for fall semester of the application year to reapply during the renewal period.

13. PROCEDURES. Procedures appearing in the current Residential Living and Learning Community Standards Handbook and Student Guidebook which pertain to residency in University residence halls, and others which may from time to time be developed by Residential Living and Learning, are made a part of this Housing Contract by reference. In the event of a conflict between the procedures appearing in the aforementioned documents and this Housing Contract, the provisions of this Housing Contract shall govern. Copies of these publications are available on the University and Residential Living and Learning website.

14. MEAL PLAN REQUIREMENT. All residential students are required to have a meal plan that meets the meal plan requirements outlined in the Texas A&M University-Commerce Academic Year 2024-2025 Meal Plan Contract.

15. LIABILITY/INDEMNITY. Neither the University, nor the University's respective employees, agents and affiliates, will be liable to Occupant or any of Occupant's guests for injury, damage, or loss to person or property caused by, arising from, or associated with the criminal conduct of Occupant or other persons, including without limitation theft, burglary, assault, vandalism, or other crimes, or Occupant's personal conflict with Occupant's roommates or other residents. The University has no duty to remove ice, sleet or snow, but it may do so in whole or in part, with or without notice to Occupant. **EXCEPT FOR THOSE CLAIMS ARISING OUT OF THE UNIVERSITY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, AND ONLY TO THE EXTENT PERMITTED BY THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS, OCCUPANT, FOR OCCUPANT AND FOR OCCUPANT'S FAMILY, GUESTS AND INVITEES, RELEASE UNIVERSITY, AND UNIVERSITY'S OFFICERS, DIRECTORS, EMPLOYEES, MANAGERS, AGENTS, AFFILIATES, SUCCESSORS AND ASSIGNEES (collectively, the "RELEASED PARTIES") FROM ANY AND ALL CLAIMS AND/OR DAMAGES (i) FOR LOSS OR THEFT OF OCCUPANT'S OR OCCUPANT'S GUEST'S PERSONAL PROPERTY AND/OR AN OWNED OR OPERATED VEHICLE, AND/OR (ii) WHICH MAY ARISE OUT OF ANY ACCIDENTS OR INJURIES TO OCCUPANT, MEMBERS OF OCCUPANT'S FAMILY OR OCCUPANT'S GUESTS, IN, ON, OR ABOUT THE**

PREMISES, THE APARTMENT, THE BUILDING OR THE APARTMENT COMMUNITY, EVEN IF SUCH CLAIM OR DAMAGE WAS CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE RELEASED PARTIES. OCCUPANT ASSUMES FOR OCCUPANT, AND OCCUPANT'S FAMILY, GUESTS AND INVITEES, ANY AND ALL RISKS IN CONNECTION WITH USE OF THE PREMISES INCLUDING THE BEDROOM, APARTMENT, THE COMMON AREAS, THE APARTMENT COMMUNITY OR THE APARTMENT COMMUNITY'S RECREATIONAL FACILITIES OR OTHER AMENITIES, IT BEING UNDERSTOOD THAT ALL SUCH FACILITIES AND AMENITIES ARE GRATUITOUSLY SUPPLIED FOR OCCUPANT'S AND OTHER'S USE, AND AT THE USER'S SOLE RISK. OCCUPANT AGREES TO DEFEND, HOLD HARMLESS, AND INDEMNIFY THE UNIVERSITY AND EACH OF THE RELEASED PARTIES FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, ACTIONS, COSTS AND DAMAGES WHICH UNIVERISTY OR THE RELEASED PARTIES MAY SUFFER OR INCUR AS A RESULT OF OCCUPANT'S OR OCCUPANT'S FAMILY'S, GUEST'S OR INVITEE'S NEGLIGENCE OR WILLFUL MISCONDUCT AND/OR VIOLATION OF THIS HOUSING CONTRACT.

16. LIMITATION OF LIABILITY/INSURANCE

A. Although precautions are taken to maintain adequate security and safety, the University does not assume any legal obligation for injury to person (including death) or loss or damage to items of personal property which occurs in its buildings or on its grounds prior to, during, or subsequent to the period of the Housing Contract. The Occupant agrees to hold the University harmless and indemnify it from any liability resulting from the use of the residence hall.

B. NONLIABILITY OF THE UNIVERSITY. Occupant assumes all risk of loss or damage of Occupant's property brought into the Premises which may be caused by water leakage, fire, windstorm, explosion, or other cause, or by the act or omission of any other occupant or person. Occupant agrees to indemnify and hold harmless University, its officers, agents and employees from and against any and all claims for injury, loss, claims, demands, suits, damages to person or property, or judgments arising out of damages to same, including claims by Occupant's insurance carrier, regardless of cause, arising out of or resulting from damage, injury or loss alleged to have been sustained by Occupant. Loss due to alleged theft should be reported immediately to the University Police Department to be officially documented.

C. INSURANCE. Occupant acknowledges that the University is not liable for Occupant's personal injury, damage or loss to Occupant's personal property. **THE UNIVERSITY STRONGLY ENCOURAGES OCCUPANT TO CARRY PERSONAL PROPERTY, CASUALTY AND LIABILITY INSURANCE.**

17. CANCELLATION OF HOUSING CONTRACT.

A. General. Once this Housing Contract is signed, it becomes a binding Housing Contract between the Occupant (or his/her parent, or guardian, as required) and the University. Failure to fulfill the covenants herein, except in the manner specified in subparagraphs D(1) and E(1) of

this section, constitutes a breach of this Housing Contract and will result in the Occupant being charged the full amount or a pro-rated amount plus cancellation fees if a Housing Contract Release Request is approved.

B. Cancellation fees.

For Occupants who signed the Academic Year Housing Contract for Fall and Spring Terms:
If cancelled through the application or in writing on/before July 15, 2024: NO FEE
If cancelled in writing between July 16, 2024 - December 13, 2024: \$600 FEE
If cancelled in writing between December 14, 2024 - May 1, 2025: \$900 FEE

For Occupants who signed the Academic Year Housing Contract for Spring Only:
If cancelled in writing on/before January 1, 2025: NO FEE
If canceled in writing between January 2, 2025 - May 1, 2025: \$900 FEE

In the event the Occupant does not officially check in to a housing assignment, but did not cancel the Housing Contract in writing, the Occupant will be subject to the full Occupancy Fee for the room they are assigned.

C. Cancellation by Occupant prior to occupancy. The Occupant must cancel the Housing Contract in writing, through the Housing Contract Release Request, no later than July 15 for the fall semester, or January 1 for occupants beginning occupancy during the spring, to not receive a cancellation fee. Cancellation fees for cancellation after July 15 (for the fall term) and January 1 (for the Spring-only term) deadlines are described in section 17B. Enrolled occupants beginning the First Year Live-On Requirement will not be allowed to cancel a Housing Contract until a Commuter Authorization Form has been submitted and approved.

D. Early termination by the Occupant after occupancy.

(1) The Occupant may terminate this Housing Contract during the academic year if the Occupant withdraws. The Occupant will be subject to the cancellation fee outlined in section 17(B). The Occupant must follow normal check-out procedures before departing campus.

(2) The Occupant may terminate this Housing Contract if the Occupant obtains an approved Housing Contract Release from Residential Living and Learning. The Occupant will be subject to the cancellation fee. There is a Housing Contract Release Request process for extreme, extenuating circumstances that occur after the official move-in day. Making arrangements to live off campus or signing an off-campus lease agreement before a Housing Contract Release is granted will not guarantee a Housing Contract Release. For first-year occupants, submitting a Commuter Authorization Request is not an acceptable substitution for a Housing Contract Release Request. Only students who do not move onto campus are allowed to submit a Commuter Authorization Request.

(3) If the Occupant moves out of the Premises without approval, the Occupant will be held financially responsible for the Housing Contract. The Occupant may request termination of the Housing Contract through the Housing Contract Release Request process for extreme,

extenuating personal reasons and each request will be considered individually, with most occupants being expected to complete the Housing Contract for the spring semester. If the Housing Contract Release Request is approved, the Occupant is still subject to the cancellation fee. The Occupant should not live off campus or sign an off-campus lease agreement unless their request for a Housing Contract Release is granted.

E. Early termination by the Occupant between semesters (Housing Contract Release Request submitted BY December 13th).

(1) The Occupant may terminate this Housing Contract at the end of the Fall term with no fee if the Occupant will be graduating in Fall 2024, the Occupant is student teaching/participating in an internship required by academic program for the Spring 2025 term, the Occupant is participating in a University-sponsored study abroad program, or there are not sufficient classes within an Occupant's major to remain full-time for Spring 2025. Once the Housing Contract Release Request has been approved by Residential Living and Learning, the Occupant may check out and will not be responsible for further charges. This arrangement is for those occupants who complete the Housing Contract Release Request by December 15th and check-out of the Premises prior to 5pm on the final day of the Fall term.

(2) If an Occupant will not be enrolled at the University for Spring 2025, and if they submit the Housing Contract Release Request by December 13, 2024, they will be subject to the \$600 cancellation fee as long as they check out prior to 5pm on the final day of the Fall term.

F. Students choosing not to enroll for the spring semester (notification submitted AFTER December 13th): Should the Occupant decide not to return and enroll for the spring semester after the halls are closed for the winter break, the following procedures will apply: the Occupant must notify Residential Living and Learning of intent not to enroll through the Housing Contract Release Request and request access to the Occupant's room to pick up personal effects and officially check-out. The Occupant will be charged the \$900 cancellation fee outlined in section 17.B. If the Occupant has not removed items by the Housing Contract start date for Spring 2025, the Occupant will be charged an additional \$200 to have their items removed from the room and for the room to be professionally cleaned.

G. Termination by the University: If the Occupant is suspended, dismissed, expelled or otherwise removed from the University or the residence halls for disciplinary or academic reasons or fails to enroll, the University will have the right to terminate this Housing Contract. In such cases, the Occupant will be required to vacate the Premises within forty-eight (48) hours after notification of such action by the University or sooner if in the opinion of Residential Living and Learning there is a threat to the welfare of other occupants or property. When Residential Living and Learning believes that the continued presence of the Occupant in the Premises poses a continuing danger to person or property or presents a threat of disruption of the normal operations of the residence halls, the Occupant may be removed from the Premises pending the outcome of an occupant housing appeal proceeding to determine the Occupant's future housing status. If the Occupant is removed from the Premises for behavior not in keeping with Residential Living and Learning community standards and procedures (as defined in the Residential Living and Learning Community Standards Handbook and the Student Guidebook),

or removed from the Premises due to academic reasons, the Occupant will receive no refund and be subject to the \$600 cancellation fee if contracts are terminated during the Fall term and will receive no refund if terminated during the Spring term.

H. Termination due to withdrawal during term: If the Occupant withdraws from classes in the middle of a term, the Occupant will be required to vacate the Premises within forty-eight (48) hours. The Occupant will be subject to the cancellation fees outlined in section 17.B. The Occupant will not receive a refund or proration of the Occupancy Fee if the Occupant is removed or withdraws after the official Last Day to Withdraw.

18. ENTIRE AGREEMENT, NO MODIFICATIONS. This Housing Contract and the documents referenced herein constitute the sole and entire agreement between the University and the Occupant. The University is not and will not be bound by any representations, agreements, or promises, written or oral, which are not contained in this Housing Contract and the documents referenced herein. This Housing Contract may not be amended or otherwise altered except by mutual agreement in writing by both the University and the Occupant.

19. MISCELLANEOUS PROVISIONS

A. If any section or subsection of this Housing Contract is ruled to be illegal or invalid, it will not affect the validity or enforceability of the remaining provisions of the Housing Contract.

B. This Housing Contract does not constitute a commitment of admission to the University.

C. This Housing Contract may be terminated only under the conditions specified herein.

20. TERMINATION OR SUSPENSION DUE TO EMERGENCY EVENT. If, at any time during the term of this Housing Contract, the University determines that closure of University Residence Halls or Apartments or vacating same (“Closure”) is necessary or advisable due to an emergency, as a result of any governmental order or action, or due to a Force Majeure event (“Emergency Event”), the University may terminate or suspend the Housing Contract. Suspension of the Housing Contract does not extend the term of the Housing Contract. Upon cessation of the Emergency Event, as determined by the University, the Housing Contract suspension will cease, and the Housing Contract and all of its terms and conditions continue in full force and effect.

21. FORCE MAJEURE. If either party fails to fulfill its obligations hereunder (other than an obligation for the payment of money), when such failure is due to an act of God, or other circumstance beyond its reasonable control, including but not limited to fire, flood, pandemic, epidemic, quarantine, national or regional emergencies, governmental order or action, civil commotion, riot, war (declared and undeclared), revolution, acts of foreign or domestic terrorism, or embargos, (each, a "Force Majeure Event") whether or not foreseeable or preventable through the exercise of reasonable diligence, occurs, is implemented or becomes effective during the term of this Housing Contract and makes it unsafe (or gives rise to a health risk), impracticable, onerous, uneconomic, or burdensome for either party to proceed with or continue the performance of this Housing Contract or any part thereof, then said failure will be excused for the duration of such

Force Majeure Event(s) and for such a time thereafter as is reasonable to enable the parties to resume performance under this Housing Contract, provided however, that in no event will such time extend for a period of more than 30 days. For the avoidance of doubt, the COVID-19 pandemic and any governmental changes or closures related thereto will be deemed Force Majeure Event(s), even to the extent reasonably foreseeable by either party as of the date of this Housing Contract.

If the University terminates or suspends the Housing Contract due to an Emergency Event, the Occupant must check out by following the check-out protocol listed in the official notice from Residential Living and Learning.

Housing adjustment amounts, if any, will be prorated based upon the time remaining in the Housing Contract term and the actual date the Occupant's personal property is completely removed from the Premises and the key is returned to the University. No Housing adjustment will be made if the date of termination or suspension of the Housing Contract occurs after the last day of classes if finals are being given online.

Notwithstanding the foregoing, if an Emergency Event results in the University switching to a remote-teaching environment, but the University determines not to close University-owned and operated residence halls and apartments and not to suspend or terminate the Housing Contract, the Occupant may still remove all of the Occupant's personal property and vacate the Premises, but in such a case the Occupant will not be entitled to a Housing adjustment and all of the terms and conditions of the Housing Contract will remain in full force and effect. Furthermore, if the Occupant opts to check out early, the Occupant must notify Occupant's hall staff and follow all specified move-out procedures.

The University offers 24-hour response to emergency maintenance service requests. Call 911 in case of emergency, including without limitation, fire and other life-threatening situations. Emergencies are considered any situation which jeopardizes life or property and requires immediate attention. For after-hours maintenance emergencies, call the after-hours Resident Assistant On Duty phone number and explain the situation. For non-emergency service requests, the Occupant should submit a Work Order through the housing portal.

22. CONTRACT VIOLATION. The University has the right to determine when provisions of this Housing Contract are violated and to determine the appropriate course of action, up to and including terminating this Housing Contract.

23. GOVERNING LAW. This Housing Contract is to be governed by and construed in accordance with the laws of the State of Texas. Venue for any action hereunder will be Hunt County, Texas.

24. SEVERABILITY. If any provision of this Housing Contract is invalid or unenforceable under applicable law, it won't invalidate the remainder of the Housing Contract or change the intent of the parties. Neither an invalid clause nor the omission of initials on any page invalidates this Housing Contract.

25. HEADINGS. The headings preceding each paragraph are inserted merely for convenience and will not be deemed part of the Housing Contract terms.

26. PERSONS BOUND. All terms, provisions, covenants and conditions of this Housing Contract will bind and benefit the University, Manager, if any, and Occupant, their legal representatives, successors and assigners.

27. TIME OF ESSENCE. Time is of the essence with respect to this Housing Contract and to each and every term and condition herein contained and especially those provisions concerning payments to be made by Occupant.

28. WAIVER. THE FAILURE OF THE UNIVERSITY OR MANAGER, IF ANY, TO INSIST UPON A STRICT PERFORMANCE OF ANY TERM OR CONDITION OF THIS HOUSING CONTRACT, OR TO EXERCISE ANY RIGHT HEREIN CONFERRED IN ANY ONE OR MORE INSTANCES WILL NOT BE DEEMED A WAIVER OR RELINQUISHMENT OF ANY RIGHT OR REMEDY THAT THE UNIVERSITY, OR MANAGER, IF ANY, MAY HAVE AND WILL NOT BE DEEMED A WAIVER OF ANY SUBSEQUENT BREACH OF SUCH TERM OR CONDITION.

29. ATTORNEY'S FEES. In the event the University or Manager, if any, employs an attorney to represent it in connection with this Housing Contract, whether litigation be instituted or not, Occupant is obligated to reimburse to the University or Manager, if any, for attorneys' fees or other costs and expenses incurred by the University or Manager, if any, in connection therewith.

30. CLASS ACTION WAIVER. The Occupant agrees to not participate in any class action claims against the University or its representatives. The Occupant must file any claim against the University individually, and *expressly waives the ability to bring, represent, join or otherwise maintain a class action, collective action or similar proceeding against the University in any forum.*

THE OCCUPANT UNDERSTANDS THAT, WITHOUT THIS WAIVER, THE OCCUPANT COULD BE A PARTY IN A CLASS ACTION LAWSUIT. BY SIGNING THIS HOUSING CONTRACT, THE OCCUPANT ACCEPTS THIS WAIVER AND CHOOSES TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY. THE PROVISIONS OF THIS PARAGRAPH WILL SURVIVE THE TERMINATION OR EXPIRATION OF THIS HOUSING CONTRACT.