



On-Campus Housing Contract

2023-2024

2023-2025

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 the remainder thereof, except for all first-year incoming Residential College students who preferenced the Residential College they are assigned to on their housing application. First-Year Residential College contracts are for two consecutive academic years. First-year students are required to have an approved meal plan their first year. Teal and Brooks Residential College residents are required to have an approved meal plan for all semesters of occupancy. 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, 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 the 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

To be eligible for on-campus housing, the student must meet the following conditions:

- be a registered student in good academic standing; and
- be regularly attending classes; and
- maintain full-time status (part-time status requires departmental approval); and
- be in good judicial standing with Baylor University; and
- be in good financial standing with Baylor University; and
- have met the Bacterial Meningitis Vaccination requirements of Baylor University.

First-Year Requirement

All incoming first-year 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 submit a Residency Exemption Request Form prior to June 1 and meet at least one of the following criteria:

- are 21 years of age or older before the first day of class of a semester;
- are married and/or have a dependent child(ren);
- have an established residency with parents or legal guardians for at least six (6) months within McLennan County and have graduated from a McLennan County High School or McLennan County education equivalent.

Residential Colleges

All first-year students who preference a Residential College and receive an assignment with a Residential College they preferenced will be held to the two-year housing contract. All first-year students who receive an assignment within a Residential College but did not preference that Residential College in their application will be held to a one-year housing contract. All first-year students who apply for housing in the Spring term and preference a Residential College and receive an assignment in a Residential College they preferenced will be required to live on campus the subsequent academic year. Such students will not be required to live on campus for the Fall term of the third academic year. The University will consider such students to have fulfilled their two-year housing contract after three semesters (Spring, Fall, and the following Spring). All students who fall under the

two-year housing contract are required to participate in the Reapplication process. Failure to participate in Reapplication may result in the student losing their place within the Residential College and being assigned another space on-campus, or forfeiture of on-campus housing and financial liability for the broken housing contract, equivalent to the student's on-campus housing room rate. All students who fall under the two-year housing contract but wish to live on-campus outside of the Residential College are required to be released from their Residential College by the Program Director. Any student who participates in Reapplication and preferences any Residential College and is placed within a Residential College will be held to a one-year housing contract.

Termination by University

The student's obligations under this contract will be amended as follows in the event of the student's suspension or dismissal for disciplinary reasons 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, and shall not thereafter, on penalty of prosecution for trespass, enter any residence hall without the express written approval of the University. Termination for disciplinary reasons may also include a financial charge equivalent to room charges and fees for the rest of the academic year. 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 a 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 in the following circumstances:

- if a returning or continuing student is not a full-time, registered student by May 1 of that year; or
- if an incoming first-year or transfer student is not a full-time, registered student by July of that year; or

- if any student has not financially settled their student account by July 31 of that year.

Withdrawal from the University

A student must vacate an assigned space within 48 hours after his or her withdrawal from the University, or when directed to vacate by Campus Living & Learning personnel.

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 day of 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. 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.

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 several factors including the student's housing application complete date, roommate preferences, community preferences, and Campus Living & Learning's space availability. Students with disabilities must submit an Application for Reasonable Accommodations to the Office of Access and Learning Accommodation by the Priority Deadline of May 1 of the year attending. Requests received after the

Priority Deadline will be considered as space allows. 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. Students who receive approval for a room buyout may still receive a roommate if deemed necessary by Campus Living & Learning. In such a situation, the remainder of the student's room buyout will be refunded.

Consolidations

If vacancies occur in rooms during a semester, the remaining residents may be required to 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.

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 on the needs of the University or community. The student who is registered but not checked in 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.

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 item A. are granted upon 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., C., and D. are granted upon receipt and verification of the student's written cancellation to Campus Living & Learning. 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. If 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. If 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.

General Conditions, Liabilities, 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 12th class day. Prior to the beginning of each semester, room charges will be billed in full. 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 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. Residents may not make repairs or perform maintenance on their assigned premises, fixtures, or furniture. Any circumstances requiring repair or maintenance must be reported to Campus Living & Learning. University authorized personnel 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. Such damages will be assessed to the Baylor University student accounts of the residents. 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 on Campus Living & Learning's Contracts & Policies Page.

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, apart from 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.