

**OUR LADY OF THE LAKE UNIVERSITY
OFFICE OF RESIDENCE LIFE
OLLU HOUSING CONTRACT
SPRING 2018**

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.
- “Contract Period” - The period noted below, identified as SPRING 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:

2018 SPRING TERM

“Contract Period” – The period beginning January 13, 2018 and ending May 15, 2018

Type of Room	Contract Rate for 2018 SPRING TERM	Spring Semester Contract Rate
Apartment-Style Residence Hall (2 bedroom)	\$3,267	\$3,267/semester
Apartment-Style Residence Hall (4 bedroom)	\$2,850	\$2,850/semester
Centennial Hall (single occupancy)	\$2,650	\$2,650/semester
Flores Hall (double occupancy)	\$2,250	\$2,250/semester
Ayres Hall (double occupancy)	\$1,900	\$1,900/semester
Centennial Hall (triple occupancy)	\$1,900	\$1,900/semester

I. 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 University Housing *Resident 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 license to use University Housing may be revoked and this Contract canceled and you may be required to withdraw from University Housing. If the University requires you to withdraw 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, plus the Liquidated Damages Charge (defined below).
- f. You agree to keep your contact and student information updated by use of official University websites.

II. Conditions of Contract

- a. **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.
- b. You must be a registered student actively pursuing a degree at the University to be eligible to live in University Housing. Should your status change from full time to part time, you may be subject to removal or withdrawal from housing. However, dropping to part time status does not automatically make you exempt from living on-campus. If a new incoming student is not registered by January 1st, or for a returning student by December 15th, he or she may lose their priority status and be placed on a waitlist.

III. Payments, Deposits, 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, you may have your license 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 pursuant to Section VII, plus 20% of the Semester Contract Rate in liquidated damages, to cover costs the University will incur and/or losses the University may suffer as a result of the withdrawal or dismissal (“Liquidated Damages Charge”).
- d. The deposit which accompanied your University Housing application serves as a reservation/damage/room clearance deposit (“Deposit”). The Deposit will be 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. If Student owes the University monies, the Deposit will be credited 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.
- e. You agree to pay all expenses incurred by the University in collecting the amounts due under this Contract, including collection fees up to a maximum of 33⅓% of the amount due plus attorney’s fees, court costs, and other costs.

IV. 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. As provided in Section III.d. above, your Deposit may be used to partially defray the Cancellation Fee.

a. Cancellation Before the Start of the Contract Period

Before December 1, 2017, you may cancel this Contract for any reason by providing notice of cancellation in writing to the Office of Residence Life to residencelife@ollusa.edu in accordance with Section XV.a. below, and receive a full refund of the deposit.

On or after December 1, 2017, but prior to January 1, 2018 you may cancel this Contract for any reason by providing notice of cancellation in writing to the Office of Residence Life to residencelife@ollusa.edu in accordance with Section XV.a. below, and be charged a Cancellation Fee of \$200.

On or after January 1, 2018, but prior to the start of the Contract Period, you may cancel this Contract for any reason by providing notice of cancellation in writing to the Office of Residence Life to residencelife@ollusa.edu in accordance with Section XV.a. below, and be charged a Cancellation Fee of \$500.

The Effective Date of Cancellation is the date your notice of cancellation is received by the Office of Residence Life. The table below lists the Cancellation Fee you will have to pay if you cancel your Contract before the beginning of the Contract Period:

2018 Spring Term Applicants:

<i>Effective Date Of Cancellation</i>	<i>Cancellation Fee</i>
Before December 1, 2017	-0-
On or after December 1, 2017, and before January 1, 2018	\$200.00
On or after January 1, 2018, and before the start of Contract Period	\$500.00

b. Cancellation During the Contract Period

The University may cancel this Contract as provided in this Contract. For example, if you fail to check into University Housing in the time period required by this Contract, the University may terminate this Contract as outlined herein. However, once the Contract Period begins, you may cancel this Contract only in the situations described below:

- (1) If you fail to register, or cannot register with the University due to a hold on your University Account during the semester in which the cancellation occurs, you may cancel this Contract before the 12th class day by providing the Office of Residence Life notice in person or in writing to the address found in Section XV.a. When your non-registration is confirmed by the Registrar, you must pay to the University the Liquidated Damages Charge in addition to all charges accrued under the Contract until you check out pursuant to Section VII.
- (2) If you voluntarily or involuntarily withdraw from the University during the semester in which the cancellation occurs, you may cancel this Contract within 24 hours of withdrawal by providing the Office of Residence Life notice in person or in writing to the address found in Section XV.a. When your withdrawal is confirmed by the Registrar, you must pay to the University the Liquidated Damages Charge in addition to all charges accrued under the Contract until you check out pursuant to Section VII. You are expected to check out and vacate your space within 24 hours of the cancellation of your Contract.

<i>Effective Date Of Liquidated Damages Charge</i>	<i>Liquidated Damages Charge</i>
After the start of the Contract Period	20% of the Semester Contract Rate

V. Room Assignment

- a. The University assigns roommates without regard to race, sexual orientation, religion, or national origin. All units are single-gender assigned. Students with disabilities or other unique needs may request to make reasonable changes. Such requests must be in writing and submitted to the Office of Residence Life.
- b. The University reserves the right to make changes in room assignments for such reasons as the University determines to be appropriate in its sole and absolute discretion, including, without limitation, moving students out of under-utilized areas, roommate conflicts, pending disciplinary action, and non-compliance with the University Regulations. 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.

VI. Check-In and Occupancy

- a. You may check in on the first day of the Contract Period.
- b. Unless you schedule a late arrival date, if you fail to check in by 4:00 p.m. two (2) days before classes begin, the University may terminate your Contract, and you will be charged the Liquidated Damages Charge. Failure to check in on or before a scheduled late arrival date will also result in you being charged the Liquidated Damages Charge.
- 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.
- d. Transfers to another University Housing facility during the Contract Period will be considered at the sole discretion of the University. All requests must be submitted in writing to the Office of Residence Life and may incur a "Transfer Fee", if approved.

VII. Check-Out

- a. You must check out by 12:00 noon the day following 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 \$35.00 Improper Check-Out Charge.
- 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 pursuant to Section XII. 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. If you graduate at the end of the 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 April 15th for spring commencement. You must follow the University's check-out procedures by 7:00pm the day of 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.

VIII. Care of Facilities, Equipment, and Pets

- 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. No open flame or open heating element devices are permitted. Small appliances are allowed in the kitchenette area only. There is no cooking allowed in the individual bedrooms. Each resident using the kitchen area 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. No pets are allowed except fish. Fish are limited to a five-gallon or smaller volume aquarium. You are responsible for the care of your fish.

IX. Conduct

- a. You are responsible for you and your guest's or guests' conduct and must adhere to the University Regulations.
- b. 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.
- c. 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.
- d. 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.
- e. Alcoholic beverages are prohibited in University Housing with the exception of the apartment-style housing. Residents of the apartment-style housing 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 *Handbook*.
- f. Solicitation, including door-to-door sales of goods and services, is not permitted in or around any University Housing facility.
- g. 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.

X. Fire Safety

Fire safety devices such as, but not limited to alarms, sprinkler systems, extinguishers, common area smoke detectors, pull station covers, and exit signs are installed in all housing units. Residents and guests must evacuate any time a fire alarm sounds. Failure to evacuate may result in disciplinary action, including expulsion and/or fines. Tampering with fire safety equipment is a violation of state law and University Regulations and may result in disciplinary action, including expulsion. You may not disconnect, cover, damage, or tamper in any way with fire safety devices. Nothing may be hung from the sprinkler system. You will immediately report the malfunction of or damage to any fire safety device in your room, including smoke detectors, to a Residence Life staff member.

XI. Meals

- a. A meal plan is required for all students that reside on campus. Unused portions of the meal plan contract are not refundable, nor do they roll over to another semester unless specifically defined by the meal plan.
- b. Meal service will begin no later than the first day of class in 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.

XII. 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.

XIII. 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.
- d. At your request, the University will install, change or recode a security device on any exterior door or window of your room. You agree to pay a charge for all labor, materials and overhead associated with such installation, change, or recoding promptly upon delivery of a statement for same from University.
- e. 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.

XIV. 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.

XV. Notices

- a. Any notice, request, or other communication required or permitted to be delivered under this Contract shall be in writing and shall be deemed received when actually delivered by hand delivery, transmitted to your University assigned email account, sent by confirmed facsimile transmission, actually delivered by overnight carrier, received electronically by the OLLU Office of Residence Life at mrcenter@ollusa.edu; or three days after it is deposited in the United States mail, postage prepaid, certified mail, return receipt requested, and properly addressed as follows: (1) if provided to Student, a) during the Contract Period, the proper address is the Student's assigned room, or b) before or after the Contract Period, the proper address is the Student's Home Address listed below; or (2) if provided to the University, then the proper address is OLLU Office of Residence Life, 411 S.W. 24th Street, San Antonio, Texas 78207.
- b. 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.