



OFFICE OF RESIDENCE LIFE

411 SW 24th St. • San Antonio, Texas 78207
210-434-6711, Ext. 2313 • 800-436-6558 • 210-431-4064 Fax

STAPLE DEPOSIT CHECK HERE

RESIDENCE HALL APPLICATION/AGREEMENT

This is an agreement between Our Lady of the Lake University (OLLU) and the individual student for **residence hall space only**. It does not constitute a commitment of admission to OLLU. This contract may be terminated only under the conditions specified herein. Student, parents, and/or guardians are urged to carefully read this agreement. When this form is completed and returned to the Office of Residence Life, Our Lady of the Lake University, 411 SW 24th St., San Antonio, Texas 78207-4689, it becomes a valid agreement between the student, his/her parent or guardian if the student is younger than 18 years of age, and the University. Completion of this agreement is for a **residence hall space only** and does not guarantee assignment to a particular room or residence hall. This agreement is binding regardless of the particular residence hall assignment. Please read carefully and sign both copies. **A \$200 deposit must accompany this agreement.**

PLEASE PRINT OR TYPE

Housing Request for **ACADEMIC TERM** (Contract Period: August 16, 2017 – May 15, 2018)
ONLY Apartment-Style Residence Hall remains open during break between Fall and Spring Semesters

FULL TERM (Contract Period: August 16, 2017 – July 31, 2018)
ONLY Apartment-Style Residence Hall offers the FULL TERM option

Name _____
Last First Middle

Home Address _____
Number and Street (Apt.#, P.O. Box #)

_____ *City State Zip*

Gender Female Male Birth Date _____ Email _____
Month Day Year

Home Phone (_____) _____ Cell Phone (_____) _____

Major _____ Minor _____ Undecided Are you a smoker? Yes No

Are you an OLLU athlete? Yes No If yes, what sport do you play? _____

CHECK THE APPROPRIATE RESPONSES:

CATEGORY <input type="checkbox"/> New <input type="checkbox"/> New Transfer <input type="checkbox"/> Returning <i>(Lived on OLLU campus before)</i> <input type="checkbox"/> Returning/Commuter <i>(Never lived on campus before)</i>	YEARS AS RESIDENT <input type="checkbox"/> First year on Campus <input type="checkbox"/> Second year on Campus <input type="checkbox"/> Third year on Campus <input type="checkbox"/> Fourth year on Campus <input type="checkbox"/> Fifth year on Campus	CLASSIFICATION <input type="checkbox"/> Freshman <input type="checkbox"/> Sophomore <input type="checkbox"/> Junior <input type="checkbox"/> Senior <input type="checkbox"/> Graduate <input type="checkbox"/> International	MEAL PLAN <input type="checkbox"/> Plan B <input type="checkbox"/> Plan C <input type="checkbox"/> Plan D <i>(Bexar County Residents and International Students Only)</i>
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BUILDING/ROOM TYPE PREFERENCE: *(Please note first, second, third, and fourth choice. No preferences are guaranteed.)*

Apartment-Style Residence Hall (2 BR/1 Bath) _____ Apartment-Style Residence Hall (4 BR/2 Bath) _____

Centennial Single _____ Flores Double _____ Ayres Double _____ Centennial Triple _____

Do you require a handicap accessible space? Yes No
If yes, please explain need _____

Roommate Preference (If any) _____

Which is most important to you? Your Roommate Preference Your Building Preference

Emergency Contact _____
Name Telephone Number

My signature indicates that I have read and agree to be bound by the conditions noted on the following six pages of this application/agreement.

Signature of Resident _____ Date _____ Signature of Parent/Guardian _____ Date _____
(If applicant is younger than 18 years of age)

OFFICE USE ONLY: PLEASE DO NOT WRITE BELOW THIS LINE

ID Number _____ Date Received _____
Room Assignment 1 _____ Date _____
Room Assignment 2 _____ Date _____

RESIDENCE LIFE AGREEMENT

SECTION 1. PERIOD OF AGREEMENT:

- A. The term of this agreement is for the entire academic year (Fall and Spring Semester), or if entered into after the start of the Fall Semester, for the remainder of the entire academic year. (NOTE: Room payments do not cover periods between semesters and the residence halls must be vacated during this period.) The University reserves the right to utilize rooms as necessary during periods between semesters. Students will be given at least two weeks notice to vacate their room during these periods, if needed.
- B. In the event that the assigned accommodations, for reasons beyond the control of the University such as fire, flood, or other disaster are otherwise made unavailable and the University cannot furnish other accommodations, the agreement will terminate without penalty to either party. All rights and liabilities of the parties shall cease and payments previously made by the student shall be refunded on a prorated basis for the period which accommodations were unavailable to the student. **In this event the full \$100 will be refunded to the student, upon request, less any outstanding charges.**

SECTION 2. CONSIDERATION OF THE AGREEMENT:

- A. The residence hall agreement is personal and may not be transferred or assigned to another person. It guarantees the student a space (not a particular room or residence hall) on campus. The Office of Residence Life reserves the right to make all hall and room assignments and to make any subsequent changes considered advisable or necessary. Residents are not permitted to "sublease" their room to another student during the contract period, nor permit any other person to occupy it for any period of time without written authorization from the Office of Residence Life.
- B. Students may contract room space for residential purposes only. Other uses are in violation of University policy and may result in the termination of the agreement and/or disciplinary action. No commercial activities are permitted.

SECTION 3. DEPOSIT AND ROOM PAYMENTS:

The \$100 deposit, which must accompany the application, serves as a combination reservation/damage/room clearance deposit. The deposit may not be applied to payments owed by the student. The deposit will be refunded to the student upon request when all monies owed by the resident to the University are paid and the Residence Life Agreement is fulfilled. Failure to properly check out of the hall may result in a substantial monetary charge to the student. At the end of each semester, Residence Life staff will inspect each room for damages. Previous charges, other damages, or assessments left unpaid at the time the student leaves the Residence Life system, may be deducted from the \$100 deposit. Each semester's room charge will be due according to the established University fee deadlines. Failure to pay room charges accordingly could result in immediate removal from the residence halls, loss of future priority, and/or registration and transcript blocks; and such failure does not constitute cancellation of this agreement by the resident.

SECTION 4. CANCELLATION OF RESIDENCE HALL ASSIGNMENT:

- A. Cancellations prior to the start of the Academic Year: There is NO cancellation deadline for a residence hall application; however, after an Agreement is signed and a space is accepted, requests to cancel the residence hall reservation must be made in person or in writing to the Office of Residence Life by:

July 1 for a 100% deposit refund (\$100)

(Notifications submitted to offices other than the Office of Residence Life DO NOT comply with this requirement and requested action cannot be assured.) The date upon which the cancellation request is received will constitute the basis for determining compliance with the deadline. Upon failure to cancel a reservation as outlined above, the University shall have the right to retain all or portion of the deposit at its discretion

- B. Termination of Agreement During Occupancy:

1. **By the Student:** Once a student has accepted a key and/or moved belongings in the assigned space, the Residence Life Agreement is binding for the entire academic year (fall and spring) or any remaining portion if the agreement is signed after the Fall semester opening. The student may terminate this agreement subject to the published University refund/charge schedule, including any assessment for damages to the premises.

For students graduating at the end of the Fall semester or participating in cooperative education, student teaching, or study abroad programs, or who will be married prior to March 15 of the Spring semester, the deposit will be refunded if written notification is received by December 1 and written substantiation is provided. Cancellations after December 1 will be in Paragraph (b).

- (a) Students who wish to cancel the agreement for the Spring semester due to academic ineligibility will receive a refund of the \$100 deposit, and a refund of room payments for spring if cancellation occurs prior to classes.
 - (b) Cancellation of agreement for the Spring semester: The student will forfeit the \$100 deposit, but receive a refund of room payment if cancellation occurs prior to the Spring semester classes.
 - (c) Exceptions to the above will be determined by the Director of Residence Life.
2. **By the University:** If a student is withdrawn, suspended, dismissed, expelled or otherwise removed from the residence halls for disciplinary reasons, the University shall have the right to terminate the agreement. In addition, a student may be required to move out of the residence halls if deemed seriously ill (as determined by a medical provider) or have a contagious illness that would endanger the health and well-being of other residents. In such cases the student will be required to vacate the room within 48 hours after receipt of notice from the University, or sooner if so directed by the Director of Residence Life or his/her designee. Students who are withdrawn, suspended, dismissed, or expelled will receive a full refund of the

deposit, provided there are no damages beyond normal wear and tear or any outstanding balances, and the charges will be prorated according to University refund policies. Upon reasonable notice and good cause, the University reserves the right to terminate this agreement. Any termination by the University will be made by the Director of Residence Life or his/her designee or through the student judicial process as outlined in the University Student Handbook.

SECTION 5. REJECTION OF HALL ASSIGNMENT:

The student should only apply for the semester in which he/she can accept an assignment. Upon rejection of an assignment offer, the student's original priority is lost and a new priority is established based on the date the reapplication is submitted.

SECTION 6. RESPONSIBILITY FOR THE ROOM:

- A. The University agrees to provide a room in a livable condition and shall make every reasonable effort in conjunction with the student to create a worthwhile, educationally relevant, living experience in an environment suitable for studying and sleeping. Except in cases of student negligence, the University agrees to make necessary room repairs in a reasonable time. Advance written notice must be obtained from the Director of Residence Life before any material changes are made to or within residence hall rooms. This includes painting, construction of lofts, and structural renovations to the room and its contents, etc. The University agrees to provide garbage collection, hot and cold water in a reasonable quantity, and electricity in sufficient quantity to heat/cool the facility. The University shall not be responsible for disruption in service that is beyond University control and there will be no adjustment on the charges assessed.
- B. The student shall be held accountable for the condition of the room (other than normal wear and tear) and all furnishings assigned to that room, and shall reimburse the University for all damage or loss of these furnishings and accommodations. Students are responsible for maintaining the cleanliness of their rooms and residence hall public areas. Additionally, students may be held responsible for abnormal wear, damages or cleaning in public areas of their halls, including billing of damages to individual students when confirmed, as well as billing of damages or abnormal cleaning to living unit groups if damages and/or vandalism can be attributed to a specific floor, wing or section therein. Failure to pay the assessment may result in a registration, graduation, or transcript block, loss of deposit, or loss of future residence privileges.

SECTION 7. OVERASSIGNMENT ACCOMMODATIONS:

At the beginning of each fall, spring, and summer term, residence hall occupancy may be expanded through the assignment of students to study rooms, recreational rooms, and "doubling" of what are normally single-occupancy rooms or "tripling" of what are normally double-occupancy rooms. Students remaining in overassignment conditions after the fourth week of classes will receive a prorated reduction in room charges.

SECTION 8. CONSOLIDATIONS:

The University reserves the right to assign the additional space in a double or triple room to another student as that space becomes available. Furthermore, students in double or triple rooms who are without a roommate may be required to move to vacancies in order to consolidate room usage.

SECTION 9. SECURITY AND LIABILITY:

Although precautions are taken to maintain adequate security, the University does not assume any legal obligation for personal injury (including death, rape or assault) or loss or damage to items of personal property which occur in its buildings or on its grounds prior to, during, or subsequent to the period of this agreement. The University is not liable for any damage or loss of personal property belonging to students, their guests, or any other persons, resulting from fire, flood, plumbing leaks or backups, HVAC system malfunctions, sprinkler head discharge, or other malfunctions. Students are strongly encouraged to secure individual insurance for coverage of any personal property loss.

SECTION 10. EMERGENCY CONTACT:

If it is determined that a resident is missing, Our Lady of the Lake University Police Department or Student Life Office will begin calling the person(s) designated as an emergency contact on the Residence Hall Application/Agreement. If a student wishes to identify a different individual for notification, his or her contact information must be sent by email to the Office of Residence Life at residence@ollusa.edu

SECTION 11. ROOM ENTRY:

The University reserves the right to enter a student's room for the purposes of inspection of University property, to seek missing residence hall furnishings, improvements or repairs, to control the room in the event of an epidemic or an emergency, to ensure evacuation during fire drills, or for any other purposes as stated in the University Student Handbook, to include suspected violations of University or Residence Life policy.

SECTION 12. INSURANCE:

Students are strongly encouraged to secure coverage by an accident and health/sickness insurance plan, as well as individual insurance for coverage of any personal property loss.

SECTION 13. MISCELLANEOUS PROVISIONS:

The University has the right to determine when provisions of this agreement are violated and to determine the appropriate course of action. If any section or subsection of this contract is ruled to be illegal or invalid, this will not affect the validity or enforceability of the remaining provisions of the contract. The University reserves the right to refuse any application for University residence halls. This contract constitutes the entire agreement between the students and the University. No oral agreements have been made. No amendment to this contract is valid unless in writing and signed by both the student and the University. This contract shall be construed under the laws of the State of Texas.