

Southern Methodist University  
CONTRACT FOR ON-CAMPUS LIVING

Revised 12/2011

Student's Name \_\_\_\_\_

Last

First

Middle

SMU ID Number

Home Address \_\_\_\_\_

Street

City

State

Zip

**Instructions:** Read, sign and date this copy. Please print. Make a copy of the contract and application for your records.

For Entering First-Year Undergraduate Students and Transfer Students:

Incoming students apply for housing on-line after paying the \$550 matriculation fee to the Division of Enrollment Services. Students applying on-line will submit an electronic signature for the contract. ***Incoming students who are under 18 when completing the housing application must submit a paper copy of the contract with a parent or guardian signature to the Department of Residence Life & Student Housing.***

For Upperclass students (non-current residents):

Submit your completed housing application and contract, directly to Residence Life and Student Housing, Southern Methodist University, PO Box 750215, Dallas Texas 75275-0215. Your application will not be processed until all paperwork is received. (No deposit is required.)

For New Graduate Students:

Submit your completed housing application and contract, along with the \$100 non-refundable advance housing deposit (check or money order only) directly to Residence Life and Student Housing, Southern Methodist University, PO Box 750215, Dallas Texas 75275-0215. Your application will not be processed until all paperwork and deposit are received

For Current Residents reapplying for the following academic year:

Submit your completed housing application and contract to RLSH during the housing sign-up period as instructed. Applications will not be processed until all paperwork is received.

**1. PARTIES AND AGREEMENTS:**

- A. This contract is an agreement between Southern Methodist University, hereinafter referred to as the "University", and the student. If the student is under 18 years of age, this contract is also an agreement between the University and her/his parent(s), guardian(s), or other guarantor(s). The student must be enrolled at the University in order to live in residential facilities. The student agrees to accept and abide by the rules and regulations of the residential facility to which s/he is assigned.
- B. This contract is personal and may not be assigned or otherwise transferred to sorority or fraternity houses, nor to any other University department, organization or person, nor to any other person. The student's space may not be sublet or otherwise placed in occupancy, control, or care of another person or entity. Only those persons listed on the housing application may reside in the assigned space. Students may contract room space for residential purposes only. Other uses are in violation of University policy and may result in termination of the contract and/or disciplinary action.

**2. CONTRACT PERIOD:**

- A. **This is an academic year contract. Assignments are engaged for both the Fall and Spring semesters of the year for which the residence contract is made.** For Summer School, assignments are made for both summer terms unless otherwise noted by the student on the application.
- B. **One semester contracts** for Fall Semester must be approved in advance and are granted only for academic reasons, such as mid-year graduation, participation in a University study abroad program, a University co-op program, or a Perkins Internship program.
- C. **Periods of occupancy:** Rental charges cover only those periods of time the academic calendar requires the student to be present on campus. Each resident must leave the residence hall no later than 24 hours after her/his last examination, or no later than the announced date closing time, whichever comes first. At all other times, the residence halls will be closed. University students who must remain on campus during any such closed period may check with the Department of Residence Life and Student Housing for possible temporary accommodations. If space is available, it may be necessary for these students to move to rooms other than their regularly assigned room. Since rental charges do not cover these periods, there will be a daily charge for those who remain on campus when residence halls are otherwise closed. Students who leave the campus during a University recess (Fall Break, Winter Break or Spring Break) may leave their belongings, at their own risk, in their assigned space. The University reserves the right, with advance notice, to use student rooms during these periods if necessary. Residents assigned to an apartment style building may continue occupancy during academic recess periods occurring during the contract period. They must, however, vacate their assignment at the end of the contract period unless they are continuing in the same assignment with an additional contract. For summer occupancy, the summer contract period will determine the pro rata amount of rent.

**3. NON-REFUNDABLE ADVANCE HOUSING DEPOSIT:**

A \$100.00 non-refundable advance housing deposit is required of new first-year undergraduate, transfer undergraduate and new graduate students and must accompany this contract. The non-refundable deposit is applied to the rental charge for the first term of residence. In the event of cancellation, the deposit is forfeited.

**4. MEAL PLAN REQUIREMENT:**

- A. All undergraduate students living in traditional residence halls are required to participate in an approved meal plan offered by SMU Dining Services. Like the residence hall contract, the meal plan obligation is for the entire academic year and is billed and paid for on a semester basis. No refunds are issued for unused meals or for unused dining dollar balances during a semester's enrollment; nor is there a carry-forward option for unused meals. Unused dining dollars are forfeited at the end of the Spring semester. Information about meal plan options, costs and conditions is available from SMU Dining Services (101 Umphrey Lee Building), or by calling 214-768-2367.
- B. Graduate students and undergraduate students assigned to apartment style facilities are exempt from the Meal Plan Requirement.
- C. Refunds, when authorized by SMU Dining Services, will follow provisions in Paragraph 5, Cancellation of Contract.

## 5. CANCELLATION OF CONTRACT:

**A. Cancellation of contract prior to occupancy:** Cancellation will result in forfeiture of the deposit and may result in other charges as outlined below. Failure to check into the assigned space by 5:00 p.m. on the day prior to the first day of classes for each semester will result in cancellation of this contract by the University.

1. New First Year, Transfer & Graduate students: Cancellation will result in forfeiture of the advanced non-refundable housing deposit.
2. Returning residents with an assignment: Cancellation prior to June 1 will not be charged and are released from the rent obligation. Returning residents who cancel after June 1 and who remain enrolled at SMU will be charged 5% of the Fall semester rent obligation.
3. For Spring Semester, new residents who cancel after December 15 and who remain enrolled at SMU will be charged 5% of the Spring semester rent obligation

### B. Termination of the contract during occupancy:

1. **By the student:** Once a student checks in to the residential facility, the student is liable for room rent for the full term of the contract. The student is deemed to have checked in for the purposes of this contract by taking any of the following actions: Acceptance of a room key; or signing the check-in roster; or placement of personal belongings in the assigned room.
  - a. **Voluntary withdrawal from the University** will result in payment due for applicable charges (room rent, meal plan, damages and/or other charges) for the semester in which withdrawal is made. Pro-ration of rent and meal plan charges will be calculated per the tuition refund schedule established by the University. Residential facilities are available only for registered students; therefore, once the student is no longer registered, s/he agrees to vacate her/his room within 24 hours after withdrawal from the University.
  - b. **Voluntary withdrawal from the residential facility** while the student remains enrolled in the University, will result in rent being due for the full term of the contract, , and payment of any applicable damages and /or other charges.
2. **By the University:** Upon reasonable notice and for good cause, the University reserves the right to terminate this contract. Any termination by the University will be made by the Director of Residence Life and Student Housing or the Dean of Student Life. Good cause in this section means any conduct which disrupts the orderly administration and/or function of the University or any of its activities. Reasonable notice normally will not exceed seventy-two (72) hours, but may be less than seventy-two (72) hours. Termination of this contract by the University will result in rent being due for the full term of the contract, , and payment of applicable damages and/or other charges.

## 6. ASSIGNMENT TO ROOM OR APARTMENT:

- A. THE UNIVERSITY HAS A HETEROGENEOUS POPULATION, WITH STUDENTS COMING FROM A VARIETY OF BACKGROUNDS, BELIEFS, NATIONALITIES AND ETHNIC CULTURES. ROOMMATES ARE NOT ASSIGNED OR REASSIGNED ACCORDING TO RACE, COLOR, RELIGION, NATIONAL OR ETHNIC ORIGIN, SEXUAL ORIENTATION, AGE OR DISABILITY.
- B. THIS CONTRACT IS FOR SPACE ONLY and does not guarantee assignment to a particular hall, room or apartment, nor does it guarantee assignment with a specific roommate. The original copy of this contract and the applicable housing application form OR the equivalent electronic application and contract must be on file with the Department of Residence Life and Student Housing before an assignment will be processed. The University reserves the right to assign or reassign space for the benefit of the individual student and/or the living unit. Occupancy may be expanded through the assignment of students to temporary space (e.g., lounges, or the tripling of what are normally double-occupancy rooms). These over-assignment spaces are used on a temporary basis to meet demand for on-campus housing until regular assignments can be accomplished. Extended temporary assignments (longer than four weeks) will result in a prorated reduction in rent charges. The University reserves the right to change the assignment designation of a residential facility (e.g., from Upper-Class to Four-Class; from First-Year to Four-Class, and to move themed communities, etc.).
- C. PRIORITY OF ASSIGNMENT: Priority for room or apartment assignment is made on the basis of the date the completed application and contract are received by the Department of Residence Life and Student Housing.
- D. CONSOLIDATION OF ROOMMATES: Students who are assigned to a double-occupancy room and who lose a roommate or were not assigned a roommate will be required to either (1) accept the assignment of another roommate, or (2) accept assignment to another room in the same or different building. A student who fails to consolidate will receive an additional rental charge for single occupancy. All consolidation moves must take place within 5 days of written notice to the student. Pending space availability, students may be offered the opportunity to occupy a double room alone as a single at an increased room rent charge.
- E. REASSIGNMENTS (Room Changes): No requests for reassignment will be considered prior to September 1 for the fall semester or prior to January 20 for the spring semester.

## 7. FINANCIAL RESPONSIBILITY:

Room rent charges are per person, and are due and payable prior to the beginning of each academic semester according to policies established by the University. All payments for meal plans are likewise due and payable prior to the beginning of each academic semester. Rent charges are billed each semester via the SMU Student Account and are payable at SMU Enrollment Services. The University reserves the right to change all rates at the beginning of a fiscal year (June 1). Failure to check out of the residential facility per established procedures will result in a \$100.00 fine to the student, and payment of applicable damages and/or other charges.

## 8. RIGHT OF ENTRY:

The University reserves the right to enter student rooms at times convenient to its staff for purposes of inspection, administrative searches, verification of occupancy, policy enforcement, safety, health, maintenance, and to reclaim University property. The room may also be entered whenever a resident permanently vacates the room or whenever a resident vacates a room for a break period, to ensure that established check out and/or building closing procedures have been followed.

## 9. UNIVERSITY REGULATIONS:

- A. **Residency Requirements for First-Year Students:** All First-Year students must live in traditional University residence halls *and* complete 24 hours of University credit from SMU within the initial academic year (Fall and Spring Semesters) to satisfy University residency requirements. Requests for exceptions must be submitted in writing to the Director of Residence Life and Student Housing.
- B. **University Student Handbook:** Community Standards appearing in the most recent edition of the student handbook or other handbooks and publications that from time to time may be promulgated by the Department of Residence Life and Student Housing are made a part of this contract. In the event of a conflict between Community Standards appearing in the aforementioned publications and this contract, the provisions of this contract shall govern. The Department of Residence Life and Student Housing may establish or amend established Community Standards for University residential facilities as it deems necessary.
- C. **Fire Safety and Appliances:** The student agrees to comply with all University Fire and Safety Regulations. Violations of Fire & Safety Regulations may result in fines. Items allowed in the room or apartment include irons, radios/stereos, popcorn poppers, coffee pots and small (low watt usage) personal electrical equipment items (e.g., hairdryer, curling iron, etc.). Items NOT allowed in rooms or apartments include personal refrigerators larger than 3.1 cubic feet, halogen lamps, water beds, weapons, fireworks, food-preparation devices, microwave ovens, candles, bicycles, space heaters, satellite dishes or other external antennae, air conditioning units and ceiling fans. Microwave ovens are only permitted in apartment style facilities. Any personal property that would cause overcrowding, limit entrance and egress, or floor loading problems within the rooms must be removed immediately and stored at the owner's expense.

- D. **University Property:** Furnishings in student rooms (where applicable) may not be modified except as requested and approved by the Department of Residence Life and Student Housing for lofted or bunked beds. Bed modification requests must be made in writing and if granted, resident assumes all risks associated with such modification and use of modified furnishings. Furnishings in student rooms and common areas of residential facilities may not be removed from the room or common area.
- E. **Care of Space, Room and Hall:** The student is responsible for the condition and cleanliness of the room and all furnishings that are assigned to her/him. Damages within multiple occupancy student rooms are the joint responsibility of the students assigned if individual responsibility cannot be determined by the University.
- F. **Damage Charges:** The student shall pay replacement cost, including labor, materials and other costs for damages which are determined by the University not to be reasonable wear and tear. Adhesives, nails, tacks, etc., are not to be used on any surface except where bulletin or tack boards are provided. **Damage to common areas of residential facilities will be charged on a per person basis to residents of the hall or unit. Damage charges will be charged to the student's account(s).**
- G. **Pets:** For health and safety reasons, pets are not permitted in the residential facilities, nor in any building on campus, the exception being the verified need of an assist animal; e.g., a seeing-eye dog. Fish may be allowed within specified guidelines (see Community Standards for guidelines).

**10. LIABILITY:**

SOUTHERN METHODIST UNIVERSITY, ITS TRUSTEES, BOTH CORPORATELY AND INDIVIDUALLY, ITS OFFICERS, EMPLOYEES, AGENTS AND REPRESENTATIVES WILL NOT BE LIABLE FOR DEATH OR LOSSES OR DAMAGES TO PERSON OR PROPERTY OF STUDENT, STUDENT'S GUESTS OR OCCUPANTS CAUSED BY THEFT, BURGLARY, RAPE, ASSAULT, BATTERY, ARSON, MISCHIEF OR OTHER CRIME, VANDALISM, FIRE, SMOKE, WATER, LIGHTNING, RAIN, FLOOD, WATER LEAKS, HAIL, ICE, SNOW, EXPLOSION, INTERRUPTION OF UTILITIES, ELECTRICAL SHOCK, DEFECT IN ANY OF THE CONTENTS OF THE ROOM, LATENT DEFECT IN THE ROOM, APARTMENT OR RESIDENTIAL FACILITY, ACTS OF GOD, OTHER UNEXPLAINED PHENOMENA, ACTS OF OTHER RESIDENTS OR ANY OTHER CAUSE OTHER THAN THE GROSS NEGLIGENCE OF SOUTHERN METHODIST UNIVERSITY OR ITS REPRESENTATIVES ACTING IN THE SCOPE AND COURSE OF THEIR EMPLOYMENT. Student will indemnify, defend, and hold harmless Southern Methodist University, its Trustees, its officers, employees, agents and representatives for any liability, including costs and attorney's fees, due to death, loss or damage to person or property of student, guests, invitees, or others present in the room or on the campus with student's consent from any cause other than the gross negligence of Southern Methodist University or its employees or representatives acting in the scope and course of employment and from any liabilities arising as the result of the acts of student or others present with student's consent. **SOUTHERN METHODIST UNIVERSITY IS NOT AN INSURER AND STRONGLY RECOMMENDS THAT STUDENT SECURE INSURANCE TO PROTECT AGAINST ALL OF THE ABOVE OCCURRENCES.** Southern Methodist University shall have no duty regarding security of the room, apartment, residential facility, or campus other than to repair security devices, and even then, student acknowledges that Southern Methodist University is under no obligation or duty to inspect, test or repair any security device unless and until the Department of Residence Life and Student Housing has received written notice from student that a repair is necessary. STUDENT UNDERSTANDS THAT SOUTHERN METHODIST UNIVERSITY MAINTAINS ITS OWN POLICE DEPARTMENT FOR THE PURPOSE OF PROVIDING ENHANCED SECURITY AND PROTECTION ON THE SOUTHERN METHODIST UNIVERSITY CAMPUS, AND THAT THE EXISTENCE OF THE SMU P.D. IS NOT A GUARANTEED DETERRENT TO CRIME NOR A GUARANTEE OR WARRANTY THAT THERE WILL BE NO CRIMINAL ACTS OR THAT STUDENT WILL BE FREE FROM THE VIOLENT TENDENCIES OF THIRD PERSONS. STUDENT ACKNOWLEDGES AND AGREES THAT SOUTHERN METHODIST UNIVERSITY, ITS TRUSTEES, OFFICERS, EMPLOYEES, AGENTS AND REPRESENTATIVES ARE LIMITED IN THEIR ABILITY TO PROTECT STUDENT, STUDENT'S GUESTS AND INVITEES FROM CRIME, ACCIDENT, OR NATURAL CATASTROPHE.

**11. ADDRESSES FOR CORRESPONDENCE:**

- A. All correspondence required by this contract or otherwise relating to matters contained in this contract (including cancellations) from the student (or from parent(s), guardian(s), or other guarantor(s)) to the University shall be mailed to or otherwise delivered to the Department of Residence Life and Student Housing (101 Boaz Hall), SMU Box 750215, Dallas, Texas 75275-0215. (Fax Number: 214-768-4005)
- B. All correspondence required by this contract or otherwise relating to matters contained in this contract from the University to the student or to her/his parent(s), guardian(s), or other guarantor(s) shall be mailed to or delivered at the address designated for the student and for her/his parent, guardian, or other guarantor on the Residence Hall Application.

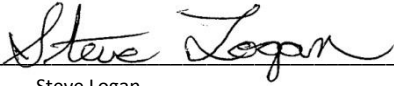
**12. SEVERABILITY:**

If any section of this contract is ruled illegal or invalid, such ruling shall not affect the validity or enforceability of the remainder of the provisions of the contract.

I have read, do understand and accept the terms of the "Contract for On Campus Living", Revised December 2011.

\_\_\_\_\_  
Student Signature

\_\_\_\_\_  
Signature of Parent, Guardian or Guarantor  
If Student is Under Age 18

\_\_\_\_\_  
Date  
  
\_\_\_\_\_  
Steve Logan  
Executive Director, Residence Life & Student Housing