

Western Texas College Residence Hall and Dining Contract

Fall _____ or Spring _____ Student SSN: _____

| | | | | | | | |
|--------------|---|--|---------------------------------|--|---|-------------------------------|-------------------------------|
| Last Name | | | First | Middle | Student Email Address | | |
| Home Address | | | | | | (Area Code) Home Phone Number | |
| City | | | | State | Zip | | (Area Code) Cell Phone Number |
| County | Academic Class <input type="checkbox"/> Freshman <input type="checkbox"/> Sophomore | | <input type="checkbox"/> Female | <input type="checkbox"/> New Student | <input type="checkbox"/> Transfer Student | | Birthdate |
| | | | <input type="checkbox"/> Male | <input type="checkbox"/> Returning Student | | | |

Have you ever entered into a plea of guilty; been found guilty by a referee, jury or court; been convicted of a felony or misdemeanor (excluding traffic offense); and/or have any current pending charges as outlined in #1D of the Contract Conditions? **Please circle one:** YES or NO If YES, please explain the charge and the city and state in which it occurred.

| | | | | | | | |
|---|--|------|-------|-------------------------------|-------------------------------|--|--|
| Name of Parent/Guardian/Emergency Contact | | | | Parent/Guardian Email Address | | | |
| Home | | City | State | Zip | (Area Code) Home Phone Number | | |
| (Area Code) Cell Phone Number | | | | (Area Code) Work Phone Number | | | |

**FIRST-YEAR HOUSING GUARANTEE REQUIRES CONTRACT SUBMISSION, PREPAYMENT AND IMMUNIZATION FORMS TO BE RECEIVED BY MAY 1. STUDENTS SUBMITTING AFTER THE GUARANTEE DATE MAY BE PLACED ON A WAIT LIST UNTIL SPACE BECOMES AVAILABLE.
HALL PREFERENCES: REQUESTS ARE NOT GUARANTEED AND ASSIGNMENTS ARE MADE UPON SPACE AVAILABILITY.**

| | | | | | |
|---------------------------|----|----|--|--|--|
| Residence Hall Preference | | | Roommate preference by name (<i>only mutual requests considered but not guaranteed</i>): | | |
| 1. | 2. | 3. | | | |

I grant permission to release my home address, telephone number, and College email address to my roommate(s): YES NO

| | | | |
|---|--|--------------------------------------|--|
| Will you be participating in athletics at Western Texas College? If so check all that apply: | | What are your hobbies and interests? | |
| <input type="checkbox"/> Soccer <input type="checkbox"/> Baseball <input type="checkbox"/> Softball <input type="checkbox"/> Basketball <input type="checkbox"/> Golf <input type="checkbox"/> Volleyball <input type="checkbox"/> Cross Country <input type="checkbox"/> Track and Field <input type="checkbox"/> Rodeo | | _____ _____ | |

| | | | |
|---|---|--|-----------------------------------|
| I am a: <input type="checkbox"/> Smoker <input type="checkbox"/> Non-Smoker All accommodations are smoke-free | Habits (Check most applicable): <input type="checkbox"/> Go to sleep and wake up early | <input type="checkbox"/> Go to sleep late and sleep in <input type="checkbox"/> I need noise when I study <input type="checkbox"/> I need quiet when I study | Indicate major field(s) of study: |
|---|---|--|-----------------------------------|

Accommodations due to physical/mental medical conditions. Note physical condition if needed for assignment purposes - This information may be released to select College personnel for emergency response. Students requesting specific accommodations should contact the Student Success Center. Accommodation requests will not be honored without confirmation

Insurance Information: Every student living on-campus at Western Texas College is required to have current insurance in case of sickness or accidental injury. WTC insurance is always secondary to the students' insurance which must serve as primary.
Insurance Provider: _____ Policy Number: _____

CONTRACT TERMS AND CONDITIONS

As noted in the Contract Conditions on the REVERSE side, the CONTRACT PERIOD shall be for the ENTIRE ACADEMIC YEAR (fall and spring semesters) or remaining part thereof. If you do not wish to contract the full academic year, you must obtain the consent of the Director of Housing or his/her designee.

By signing this Contract, the Student acknowledges that all terms and conditions of said Contract have been read and understood and that in consideration of the provision of housing accommodations and food service, the student hereby agrees to abide by all terms and conditions as set forth herein.

The Student hereby acknowledges and agrees that he/she is subject to an increase in current College housing accommodations and food service fees, which increase will, if assessed, be fixed by the College at a date subsequent to the execution of this Contract. Also, this Contract may be subject to a multiple fee structure for various College residence facilities and/or food services.

Sign and Return Completed CONTRACT with the required housing deposit of \$250.00 and the completed WTC Immunization Form to:

**Western Texas College
Housing
6200 College Ave.
Snyder, TX 79549**

For questions regarding CONTRACT terms and conditions, please call (325) 574-7649 or visit www.wtc.edu/housing

(If student is under 18, parent or guardian must co-sign)

| | | | |
|-------------------|------|---------------------|------|
| _____ | Date | _____ | Date |
| Student Signature | | Co-signer Signature | |

Contract Conditions

1. This is a Contract. Read Thoroughly. It is understood that:

A. The contract is for both residence hall accommodations and a food plan for the ENTIRE academic year or remaining part thereof unless otherwise approved by the Director of Student Housing and so noted on the reverse side, or terminated as per term #2 below. A meal plan is required for all residential students. If a meal plan is not selected, the default plan will be assigned. The default meal plan is 19 meals a week.

B. Residence hall accommodations are defined as any space in the Western Texas College housing system and not for a particular room or building. The College, at its sole discretion, may assign, reassign and/or augment design capacity living areas in order to meet demand for housing applications and assignments.

C. This contract must be accompanied by a deposit of (except as outlined in #2 below) \$250.00 and the WTC Immunization Forms. A proof of medical insurance is also required. Application for housing is NOT-COMplete until all proper forms have been submitted.

D. This contract will be accepted only on behalf of a person who has been admitted as a STUDENT to the College. Post Secondary students are not eligible to reside on campus. Students with a plea of guilty to, a finding of guilty by a referee, jury or court, or a conviction of any of the following may disqualify a student from residing on-campus: (1) a felony; (2) a sexual offense; (3) an offense of violence; (4) a theft offense; (5) a drug abuse offence; (6) substantially comparable conduct to (1) through (5) above, occurring in a jurisdiction outside the state of Texas.

E. Students under the age of 21 whose official residence is outside of a 50-mile radius of the College are required to reside on campus during the academic year in College owned/operated residence halls or apartments unless pre-qualified for exemption to this policy as outlined below and so long as space is available. Students whom have an established residence within a 50 mile radius of the College, will be reaching the age of 21 years by August 15 prior to the start of the fall semester, have the required number of credits (30+ credit hours), married students, or students who live with a close adult relative are exempt from the Residential Policy. Students 21 years of age and older can be granted residency status on a space available basis after all students whose on-campus residence is required have been accommodated.

F. Before such STUDENT may reside in residence facilities, he/she must be registered for a minimum of twelve (12) credit hours during the term(s) of this Contract. Failure to maintain minimum credit hour registration will terminate this Contract and the STUDENT will be required to immediately vacate residence facilities. However, if the STUDENT subsequently satisfies the minimum credit hour registration requirement, the terms and conditions of the Contract will remain in effect.

G. Before any STUDENT may reside in residence facilities, the STUDENT, and if a minor the STUDENT's parents or legal guardian(s), shall pay or make arrangements to pay to the College the required fees for service by the designated due dates as adopted by the COLLEGE in the event of changed in economic conditions and/or budgetary restrictions, shall have the right to change rates charged and/or payment(s) due for either room or board fees upon written notice to the STUDENT by the COLLEGE.

H. The balance of fees for each semester shall fall due and payable according to the fee schedule as indicated on the College website. Failure to pay room and board fees by the established and published due date will terminate this contract and the STUDENT will be required to immediately vacate the residence facilities.

I. The STUDENT'S use of residence facilities is subject to the conditions of this Contract, superseding all previous Contracts and understandings as well as any verbal statements or telephone conversations made with the STUDENT or STUDENT'S parents or legal guardian(s) concerning this contract.

J. Requests for disability-related housing accommodations should be submitted directly to the Office of Student Services; Western Texas College, Student Housing, 6200 College Ave. Snyder, TX 79549. In order for accommodation requests to be considered for housing assignments, students must submit documentation of a current impairment(s) that substantially limits a major life activity. This documentation should be submitted directly to the Office of Student Life as soon as possible, preferably at the time the Housing Contract is submitted.

K. All information provided on the Contract is accurate and complete. It is understood that information included on the Contract may be verified at any time, including random verification of background information and criminal history. Results of criminal background checks will be made a part of the STUDENT'S education record; but such records are public records and may be subject to disclosure pursuant to Texas' public records law.

L. As part of the application to reside in College resident facilities, STUDENT signature, and parent/signature when STUDENT is under the age of 18, denotes consent to a criminal background search and authorizes the COLLEGE to obtain and review criminal records and dispositions through a method deemed appropriate by the COLLEGE. If denied the opportunity to reside in COLLEGE residence facilities on the basis of information received from a criminal background check. STUDENT may request and will be provided with a copy of the information. If STUDENT disagrees with the accuracy of any information concerning the criminal background check, STUDENT will notify the COLLEGE of any challenge to the information within five (5) days of receipt of the report. The COLLEGE will not make a final decision regarding STUDENT'S eligibility to reside in the COLLEGE residence facilities until the STUDENT has had reasonable opportunity to address the accuracy of information.

Contract Conditions

2. Refund/release and forfeiture policy. A refund of paid Housing Accommodations and Food Services fees, will be paid in the following situations:

- A. Non-attendance or complete withdrawal by the STUDENT from Western Texas College prior to the start of the Contract term.
- B. The STUDENT terminates the Contract on or before the 12th day of class of the semester.

****After the 12th day of class of a semester, refunds for Housing Accommodations and Food Services will only be given for special circumstances upon approval from the Dean of Students.**

3. **No Show Policy.** The COLLEGE will hold the STUDENT'S assignment until the close of business on Wednesday of the first week of each semester. At that time the room will be reassigned and the STUDENT'S Contract will be cancelled.

4. The COLLEGE will furnish room accommodations during the time the COLLEGE is deemed "in session" as indicated by the College website. Some residence facilities may remain open during the COLLEGE break periods (e.g. Thanksgiving, winter/semester break and spring break). STUDENTS residing in those buildings, which remain open during any of the COLLEGE'S break periods, may maintain room occupancy. STUDENTS will be required to register with the Office of Student Housing for break period housing.

5. The STUDENT may leave possessions in the STUDENT'S room during break periods occurring within the academic year, except that the COLLEGE may, upon advanced notice, require the STUDENT'S room to be vacated completely during any such period. The COLLEGE will not be responsible for any loss or damage, from any cause, to the personal property of the STUDENT. Furthermore, the COLLEGE will not be responsible for any liability whatsoever to person or property of the STUDENT. STUDENT assumes all responsibility for suitable personal and property liability protection at anytime during the period of residency to include break periods. The STUDENT is encouraged to obtain personal property insurance. In cases of emergency, STUDENT authorizes COLLEGE to deliver any or all such property or possessions of STUDENT to the emergency contact or as otherwise designated by STUDENT.

6. The COLLEGE acknowledges, and the STUDENT is hereby made aware, that criminal activity, personal injury, and theft may occur, and the risk exists for such future occurrences on COLLEGE premises, specifically within and around housing and dining facilities. Therefore, the STUDENT agrees to assume responsibility for his or her own personal safety and security, as well as for his or her own personal belongings.

7. The STUDENT must vacate and remove personal property from STUDENT'S room within twenty-four (24) hours after withdrawal from the COLLEGE or termination of this Contract; the Director of Student Housing or his/her designee may request the STUDENT to vacate STUDENT'S room within twenty-four (24) hours after the STUDENT'S last final examination each academic session.

8. The STUDENT hereby agrees to accept the room and board assignment as provided by the COLLEGE. The COLLEGE agrees to consider information and requests submitted by the STUDENT; but the COLLEGE implies no guarantee of a specific assignment.

9. Discriminatory requests or practices are contrary to the philosophy of the COLLEGE and will not be considered by the COLLEGE.

10. The COLLEGE may require the STUDENT to relocate during the term(s) of Contract in an effort to consolidate occupancy due to vacancies or to accommodate other operational needs (e.g. remodeling/renovation projects; unusual demand for on-campus housing accommodations; interruption in utility services, etc.).

Contract Conditions

11. The STUDENT hereby agrees to conform to the rules and regulations governing the conduct of STUDENTS of the COLLEGE and residence life system. Such rules and regulations are set forth in the Student Handbook concerning conduct and other published policies of the COLLEGE as adapted and, from time to time, amended by the COLLEGE. The STUDENT hereby agrees to abide by any such rules and regulations and the COLLEGE reserves the right to change such rules and regulations, as the COLLEGE may deem timely and appropriate. Documents and policies referenced are available at <http://www.wtc.edu> and the STUDENT agrees that said documents and policies by reference are incorporated in this Contract as a part thereof. WTC may terminate this agreement prior to the expiration of the term of this agreement and require the STUDENT to vacate the residence facility after a hearing is held in which it is determined that the STUDENT'S behavior shows a disregard for the residential community and/or the specific living environment; the STUDENT misrepresented any fact on the Housing Contract; or the STUDENT has violated any term of this Contract or the college's rules and policies. Written notice of the hearing will be given to the STUDENT. Disciplinary procedures may be obtained from the Office of Student Services. In cases of allegations of misconduct, the status of an accused student will not be changed while case is pending against the student, unless the Director of Student Housing or his/her designee, determines that an interim suspension is necessary to preserve the safety and well-being of the COLLEGE residence community or the accused student. In all cases involving felony charges, or in cases where the student's behavior is determined, in the sole discretion of the COLLEGE, to constitute a direct threat to the health, physical or emotional safety of the student, other students, faculty, or staff, the COLLEGE may immediately suspend the STUDENT from residence facilities. A hearing to determine whether the student is eligible to return to the residence community shall be held as soon as practicable after the STUDENT'S suspension from residential facilities. The STUDENT understands and agrees that a temporary denial of access to residential facilities pursuant to an interim suspension does not constitute a termination of the CONTRACT. In situations of CONTRACT suspension or termination, the COLLEGE may remove and provide for safeguarding of all STUDENT'S possessions or property in the residence facilities whether accompanied by the STUDENT or not.

12. It is agreed that the STUDENT will not use said premises on the COLLEGE property for any unlawful purposes and/or to conduct a personal business enterprise, nor assign this Contract, or sublet the premises assigned to the STUDENT; nor sell, transfer, or otherwise permit the use of personal food service privileges under this Contract to another person.

13. The STUDENT agrees to surrender possession of the premises in as good order and condition as when initially occupied, reasonable use and natural wear and tear thereof, and damages by fire or unavoidable casualty without fault of the STUDENT, excepted. Only the COLLEGE through its authorized personnel shall make all repairs and maintenance in the residence halls. Billing damages and final inspections of STUDENT(s) rooms are at the discretion of the Student Housing staff.

14. The STUDENT agrees to use due care in the use of the assigned living unit, the furniture and appliances therein, and of all other parts of COLLEGE property. All COLLEGE property, which has been furnished to the assigned living unit, must remain in the living unit during the STUDENT term of occupancy. Charges for special cleaning, keys and repairing damages or replacing any loss to COLLEGE property necessitated by lack of due care on the part of the STUDENT(s) and/or guests will be billed to the resident(s) responsible for damages and/or charges. If the damage and/or charges cannot be attributed to an individual resident, the amount will be appropriately divided and charged to all resident(s) of the living area.

15. College officials have the right to enter property owned, leased or operated by the COLLEGE for purposes of inspecting for cleanliness, orderliness, safety and maintenance. However, in cases involving suspicion of misconduct as defined in the Student Handbook, except under extreme emergency circumstances, student premises and possessions shall not be searched without first obtaining proper authorization. Notwithstanding the foregoing, Security has the right to enter property, subject to the normal requirements of applicable policy and law.