

***Entrance Into Rooms:***

University officials (Campus Police, Physical Plant, and Residence Life Staff) reserve the right to enter any assigned room. The University, when able, will give reasonable notice to an occupant before such entry, except in the case of emergency. The student's right to privacy is an important consideration exercised before entering a room. For purpose of health and safety inspections, repair and maintenance, assessment of damages, inventory of University property, determination of compliance with University policies, or emergencies where imminent danger to life, safety, health or property is reasonably suspected, University officials are authorized to enter residence hall rooms without prior notice.

***Mandatory Meetings:***

The University of the Incarnate Word will require that students attend a number of mandatory residence hall meetings, not to exceed 10 meetings during the Academic year.

**Statement of Understanding**

By signing the Occupancy Agreement, you agree to the following:

The agreement is for the Fall, Spring, and Summer Semesters of 2007-2008. If you are enrolled at the University of the Incarnate Word, you will be charged for the room and meal plan for the entire academic year whether you live on campus or not, unless you cancel in writing with Office of Residence Life according to cancellation procedures stated in this document.

Updated January 2007

University of the Incarnate Word  
Office of Residence Life  
4301 Broadway CPO 306  
San Antonio, TX 78209



**Occupancy Agreement Policy  
and Information**

**Occupancy**

**The Occupancy Agreement is for a space in the UIW Residence Halls and not for a particular type or size of room.**

**Meal Plan Requirement**

All resident students are required to purchase a meal plan each semester, including summer semester. Meal plan options are determined by building assignment.

**Eligibility for Occupancy**

Only those persons enrolled as full-time students (12 credit hours for undergraduates and 9 credit hours for graduates) at the University of the Incarnate Word are eligible to enter into and sign the Occupancy Agreement. The Director of Residence Life must approve exceptions to this policy.

**Term of Occupancy**

The terms of this Agreement are in effect for the Fall, Spring, and Summer semesters of the academic year listed on the Occupancy Agreement. Exceptions to these terms must be specified at the time the Occupancy Agreement is signed.

**Application for Occupancy**

This Occupancy Agreement is for students who have met the eligibility requirements to live in campus housing. A check or money order in the amount of \$225 must accompany each new Application for Housing to act as the housing and damage deposit. The check or money order should be made payable to the University of the Incarnate Word.

If this Agreement is for a student returning to the residence halls, the original deposit will carry forward as a housing and-damage deposit as long as it has not been previously forfeited or refunded.

### **Cancellation of Housing and Meal Plan Agreement**

For students who have applied for housing, the Housing Application and Occupancy Agreement may be cancelled and the \$225 advance room deposit refunded according to the refund schedule only if the request for such cancellation is received IN WRITING in the Office of Residence Life and is postmarked on or before the following dates:

#### **Fall Applications**

- **Before May 1**                      **100% Refund**
- **Before July 2**                     **50% Refund**
- **After July 2**                        **No Refund**

#### **Spring Applications**

- **Before Nov 30**                    **100% Refund**
- **Before Dec 17**                   **50% Refund**
- **After Dec 17**                     **No Refund**

### **Start of Occupancy**

The student may occupy an assigned room beginning on the day halls open for a given semester until the halls officially close. Failure to properly check into the residence hall by noon two days before classes begin each semester could result in the room being assigned to another student. Furthermore, upon such failure, the University shall have the right to retain the housing and damage deposit as liquidated damages.

Proper check in consists of checking in at the Student Center during the check-in period and receiving your room key, all check-in materials, publications and completing the room inventory condition form and returning that form to the appropriate Residence Life staff member, at the prescribed or required time.

Every effort will be made to hold the original assignment if the Office of Residence Life is notified of an anticipated delay of arrival.

rary overflow situation will be without compensation to either the assigned or temporary residents. If the time period of temporary overflow exceeds 4 weeks, then adjustments can be made at the Director's discretion to the room rate of those students.

### ***Policy Understanding:***

Students agree to observe and abide by the rules, regulations, and standards of the University of the Incarnate Word found in the *Student Handbook* now in effect, and as may be issued from time to time, and to comply with the terms and conditions of occupancy as stated in this document or included in the *Guidelines for Community Living on Campus* in the Residence Halls or posted in the residence halls.

### ***Damages:***

The resident further agrees that all damages caused by the resident or caused by the resident's guest(s) to the property of The University will be repaired at the expense of the resident. It is further agreed that all damages occurring on the floor or building will be shared equally by all residents of that floor or building when individuals causing the damage cannot be precisely determined by The University. These charges will be billed to the residents of that room or floor of the building and charged against those residents' student accounts or damage deposits at the end of each semester or academic year at the discretion of the University.

### ***Personal Property:***

The University of the Incarnate Word assumes no responsibility for the loss, destruction, damage, water damage or theft of students' personal possessions at any time, including those times when students are attending or absent from the University. Students are encouraged to inventory their personal possessions periodically, engrave their names on all personal possessions, and record the serial numbers of personal possessions, keeping them in a safe place. Moreover, students are encouraged to obtain personal property insurance for their personal possessions. Students should understand that the University of the Incarnate Word's insurance program covers only University property and does not extend to the personal property of the students.

### **Meal Plan Refunds**

If cancellation of the Occupancy Agreement is approved, the student may choose one of the following two options:

- The remaining balance of the meal plan will be refunded or
- The meal plan may be continued and may be utilized as long as the student is enrolled at UIW.

**The Director of Residence Life reserves the right to determine exceptions to the Termination and Cancellation of Agreement During Occupancy policies. Failure to follow the Termination or Cancellation Procedures set out above may result in the continuing obligation for the full 2007-2008 academic year.**

### **Refunds**

All refunds referred to in this agreement will normally be submitted to the Business Office for payment within 30 days after termination of the agreement. Refund checks take at least 45 days to be ready after termination of the agreement.

### **Other Conditions of the Agreement**

#### ***Room Changes:***

The University reserves the right to make room changes or consolidate residents during and prior to occupancy for the good of the resident or residence community. If the new assignment is for space with a different rate, the student's account will be adjusted accordingly. If the student initiates the room change, the charge will be for the higher of the two rates. The University reserves the right to assign the additional space in a room to another student as that space becomes available.

#### ***Temporary Overflow Housing:***

The University reserves the right to assign three students to a double room, two students to a single, and four to a triple for a temporary period of time usually not to exceed four weeks. This tempo-

If occupancy occurs during the course of an academic year, the student will be assessed a prorated amount for the room and board based on the number of days remaining in the period between the signing of the Occupancy Agreement and the conclusion of the academic year.

### **Occupancy Conditions**

Once the student occupies the residence hall room, the resident agrees to pay all charges for the space for the Occupancy Agreement period, without reduction or refund, unless the Director of Residence Life has approved the termination of this Occupancy Agreement. (Contact the Office of Residence Life prior to canceling this Occupancy Agreement).

If the Housing Application and Occupancy Agreement are not cancelled under the provisions listed above, the \$225 deposit will be forfeited. It is refundable, minus damage and assessment charges, upon request, after the student checks out of the residence hall room at the end of the agreement period. A member of the Residence Life staff will inspect the residence hall room with the student present to determine if damage charges will be applied.

The housing and damage deposit held for all students will be refunded provided checkout procedures are followed, no damage charges are incurred, and all accounts are paid in full.

The Residence Halls are furnished with beds, dressers, desks and desk chairs. The University agrees to provide, and the resident agrees to maintain, the assigned space and all public areas on the immediate floor, which are accessible to the resident in a clean, safe, and sanitary condition. No room alterations are permitted without the express written consent of the Office of Residence Life. This includes painting of rooms, construction of lofts, or otherwise changing the physical structure of the room or furnishings. Residents are responsible for damages done to the room.

### **Termination or Cancellation of Agreement During Occupancy**

**The Occupancy Agreement is a binding contract for the full 2007-2008 academic year.** The student may terminate or seek cancellation of this contract as follows:

**All students:** All students leaving the residence halls are required to fill out a Housing Departure Form. Failure to do so will result in a \$25.00 charge. Housing Departure Forms may be obtained from the Campus Life Office.

*Termination of the Occupancy Agreement during occupancy:*

**Fall Semester Students stating on the UIW-Housing Application that he/she will be leaving the University:** For students graduating at the end of the Fall Semester, participating in a recognized UIW program, or leaving the university after the Fall Semester as indicated on the Housing Application, the deposit will be refunded on the condition they follow the proper exiting procedures by filling out the Housing Departure Form and checking out of their residence hall room. Written notification and supporting documentation must be received by deadline dates posted each semester. Failure to follow this procedure will result in forfeiture of the housing deposit.

**Students suspended, dismissed, or expelled from school or from the Residence Halls for disciplinary reasons:** The University shall have the right to terminate the Occupancy Agreement. In such cases, the student will be required to vacate the room within 24 hours after receipt of notice from the University, or sooner, if so directed by the Director of Residence Life. These students will be charged \$750 and their housing and damage deposit will be forfeited.

**Administrative Termination:** For Administrative purposes, such as “enforced academic withdrawal,” or other administrative reasons that do not fall under disciplinary sanctions, the University reserves the right to terminate the Occupancy Agreement. The Director of Residence Life, the Dean of Campus Life, or the appropriate appointed University Official will make any termination of the Occupancy Agreement by the University.

Reasonable notice will normally be 48 hours where it is deemed that the student does not pose a danger to other students.

Students who pose a danger to residents, themselves and staff members will be asked to leave the residence hall immediately. If the Director of Residence Life chooses to cancel the Occupancy Agreement, arrangements would be made for the individual in question to retrieve belongings at a later date to be determined by Residence Life officials.

*Cancellation of Occupancy Agreement during Occupancy:*

**Academic Ineligibility:** Students who cancel the contract for the spring semester due to academic ineligibility will receive a refund of the \$225 housing/damage deposit and refund of the room and board charges for Spring if cancellation occurs prior to the start of Spring semester, as long as these students follow the proper exiting procedures by filling out the Housing Departure Form and properly checking out of their residence hall room.

**Other cancellations:** Students who cancel their Occupancy Agreement before the start of a semester, but after the cancellation deadline, or at any time during the academic year may, with the approval of the Director of Residence Life, be released from their Occupancy Agreement only upon the following conditions:

- *Students who cancel the agreement in this way forfeit the \$225 housing/damage deposit and are required to relinquish all keys and access to the residence hall room.*
- *A fee of \$500 will be assessed if cancellation occurs and is approved before the beginning of a semester or at any time during the academic year (including semester break cancellations).*
- *If the Director of Residence Life approves the cancellation of this Agreement, the balance due for that semester will be prorated.*
- *If you request cancellation due to an existing medical condition, you must submit supporting medical documentation to the Director of Residence Life.*

**Appeals:** *Appeals of decision by the Director of Residence Life regarding cancellation of the Occupancy Agreement must be done in writing.*