



TYLER JUNIOR COLLEGE

**Residential Life and Housing Department
2023 – 2024 Residence Hall Contract Terms and Conditions**

9 Month Contract (Fall and Spring)

Per academic calendar and move-in/move-out dates

NOTE: YOU ARE SIGNING A LEGALLY BINDING CONTRACT

1. **Parties and General Agreement:** Tyler Junior College ("TJC") grants to Student ("Student") a license to occupy and use a room assigned to Student within a TJC Residence Hall as a temporary residence subject to the stated terms and conditions and during the dates set forth herein. The license granted herein is personal and not transferable and is not for a particular room or Residence Hall. This Contract is not a guarantee for a particular Residence Hall or room within a particular Residence Hall. This Contract is not a lease and does not create a landlord/tenant relationship between the parties.

If Student is under the age of 18 as of the date of contract execution, Student's parent or legal guardian must sign this Contract and must make all payments to TJC under this Contract if Student fails to do so. Parent or guardian, by signing this Contract, guarantees all payments required in this Contract and thus is referred to herein as "Guarantor." For purposes of this Contract, use of the term "Student" means Student and Guarantor, jointly and severally, to the extent that Student is under the age of 18. If the Student signs this Contract prior to the age of 18 and has failed to get the requisite signature of a parent or legal guardian, the Contract may be terminated by TJC and termination penalties and fees shall be assessed.

In exchange for the payments set forth herein, TJC agrees to provide a temporary residence for the dates set forth hereinto. Each Student is assigned to a two-person room with a shared bathroom. A full meal plan is required and charges for the meal plan will be itemized and shown as a separate charge from the room charge.

2. **Contract Period:** The term of this contract is for the period stated above ("Contract Period"). The Contract Period for Student residency begins with the official Residence Hall Opening date for the Fall semester which is on August 24, 2023 and ends the day after Student's last final examination of the Spring 2024 semester. The Contract Period for students moving on campus after the beginning of the contract period will be for the remainder of the above stated contract period. All Residence Halls are closed during breaks established by TJC such as Thanksgiving Break, Winter Break, and Spring Break. If a student is unable to find alternative housing during these campus closures, they must contact a professional staff member of the Residential Life & Housing office. Based on the circumstances, these students will be offered a \$35 per night rate to stay on campus. During these non-occupancy periods,

Students cannot live in the Residence Halls. Resident Meal Plan food service will not be available during these periods.

3. **Eligibility Requirements:** The following are the requirements to be eligible for on campus housing:

A. **Hours.** Student must be enrolled full time in classes at TJC in at least 12 hours per semester, 6 of which must be college level course work ("Full-Time Status"). A Student not enrolled in classes will not be able to remain in a Residence Hall. Every Student must maintain Full Time Status while living in a TJC Residence Hall. If a Student drops classes and falls below the required 12 semester hour enrollment status, he/she must immediately inform the Residential Life & Housing Office and request a written waiver to continue living in a Residence Hall, which will be granted or denied in TJC's sole discretion. If such a waiver is not requested, or is not granted, Student may be removed from the residence hall and the license granted herein may be revoked.

B. **GPA.** To remain eligible to live in a TJC Residence Hall, the student must remain in good academic standing with TJC. If a student's GPA falls below 1.5 (first-year) or 2.0 (returning), but are still considered a student by TJC, they may be removed from the residence halls in TJC's sole discretion if they have demonstrated lack of respect for housing policies or any conduct issues in addition to falling below the above-mentioned GPA standards. If the student is placed on academic probation, the individual circumstance will be reviewed on a case by case basis and the student may be required to leave TJC housing within 72 hours of notice. Students who are academically suspended by TJC will not be permitted to move-in or return to reside in the residence halls unless they successfully appeal the suspension and it is overturned.

C. **Age.** A student must be at least 17 years old as of the first day of the Contract Period in order to be eligible to live in a TJC Residence Hall. In very limited circumstances, the Residential Life and Housing Office may, in its sole discretion, grant an exception to this minimum age requirement for good cause as shown.

D. **Criminal/Discipline.** Student must have an acceptable criminal background check in order to be eligible for housing. Registered sex offenders are not permitted to live in or be within the living areas of a Residence Hall. A Student who has been removed from a Residence Hall due to Housing disciplinary action is not eligible to live in a Residence Hall. TJC may perform a criminal background check at any time and may revoke the license granted to Student and terminate this Contract if the check is not acceptable at any time.

E. **Deposits.** All housing processing fees and room deposits must be paid in full in a timely manner.

4. **Payments, Fees, and Deposit:**

A. A two-person room with shared bathroom has a per semester cost of \$2,970.00 for Crossroads Hall, and Ornelas Hall, \$1,600.00 Bateman, Claridge, Holley, Hudnall, Sledge, and Vaughn Halls. The mandatory meal plan has a per semester cost of \$1,485.00 For Students assigned to a Residence Hall room after the third day of classes, the semester charge will be prorated based on the number of days remaining in the semester. A Student living in a private room will have an additional fee charged, per semester, of \$1,485 for Crossroads and Ornelas, \$800 for Bateman, Claridge, Holley, Hudnall, Sledge, and Vaughn Halls.

- B. All room and board charges must be paid in full before Student can move into the assigned Residence Hall. Payment will be considered received if: (1) payment in full is made to Business Services (2) proof of Financial Aid awarded & accepted scholarships, grants, and loans is made available to the Residential Life & Housing Department (3) proof of a Payment Plan being established with TJC Business Services is made available to Residential Life & Housing Department.
- C. If Student fails to pay the amounts set forth herein by the fifth day after its due date, TJC may terminate this Contract at its sole option and require Student to vacate the Residence Hall with three (3) days written notice.
- D. **If Student is suspended or dismissed from a Residence Hall or TJC, or this Contract is terminated by TJC in accordance with the terms set forth herein, the meal plan is stopped the day resident is removed from housing. Room charges and meal plan usage are not adjusted for days that Student resided in the hall. Room charges and meal plan usage follow TJC refund guidelines.**
- E. If a student is not registered for classes and/or does not have a payment method secured by August 1st, the student's housing placement will be cancelled.
- F. **Cancellation and Refunds: A student who wants to terminate this contract and gives written notice as required herein prior to the deadlines below will be assessed the following charges:**

<u>Contract Begins Fall Term</u>			<u>Contract Begins Spring Term</u>		
Prior to May 15 th	—	No Fee	Prior to December 1 st	—	No Fee
May 15 th -July 10 th	—	\$300	December 2 nd -December 31 st	—	\$300
July 11 th and after	—	\$600	January 1 st and after	—	\$600

A Student who does not move into his/her assigned room, does not give prior notice per the schedule herein, or chooses to move out of a Residence Hall prior to the end of the Contract Period, will have a \$600 cancellation charge applied to the Student's account. Any refund amount owed to Student, if any, will be based on the TJC refund guidelines associated with tuition and fee refunds. A written notice must be sent to the TJC Residential Life & Housing Department by Student by the deadline herein in order to be eligible for any refund.

- G. **Refund of Semester Payment:** Students who cancel this Contract for Spring semester in writing before the January opening date for Spring housing will be assessed a \$600 cancellation charge, but will not be assessed any Spring housing and meal plan charges.
- H. All housing processing fees and room deposits must be paid in full in a timely manner or the Student is not eligible for housing and the room reservation will be cancelled.
- I. Student will be charged and is legally responsible for all costs and fees incurred through the termination of this Contract, and any deposit or credit may be used to pay such charges.
- J. If Student seeks to terminate this Contract due to early graduation from TJC, being called to active duty in the United States Military, or medical reasons that prevent Student from living in Residence Hall or attending TJC, then he/she must send written notice of same along with all necessary or requested documentation to support same to the address for notices set forth

herein in a timely manner, and as soon as reasonably possible. TJC will consider same request for termination, and, if granted, the fees set forth herein will not be assessed.

- K. **Appeals:** In order to appeal a Tyler Junior College Residential Life & Housing fee, the Student must follow the guidelines below:

1. Any appeal made must be done in writing, to the address/email indicated herein under "Notices," accompanied by supporting documentation and submitted to the Assistant Director, Housing Operations & Administrative Services or designee no later than thirty (30) days after the fee was assessed. If Student fails to file an appeal within this deadline, the Student's right to an appeal is deemed waived. Appeals not in this format and/or that do not include supporting documentation will be rejected and will not be considered. The student will be notified of the outcome of the appeal within thirty (30) days upon receipt of the appeal.

2. If the Student wishes to appeal the decision of the Assistant Director, Housing Operations & Administrative Services, they must indicate this to the AD who will then send it to the appeals committee/designee. The decision of the committee if they are referred to is final. No further appeals shall be considered thereafter.

5. **Room Assignments:**

- A. When making Residence Hall assignments, TJC gives equal consideration to all applicants without regard to race, creed, color, national origin, gender, age, disability or veteran status. The Residential Life & Housing Department reserves the right to assign and re-assign housing spaces at any time. Students may only change room assignments with the written consent of the Residential Life & Housing Department.
- B. When Student rooms have a single space available, Students will be consolidated so every room will be fully occupied with two (2) Students. Room consolidation assignments will be made by the Residential Life & Housing Department staff.
- C. Between the 12th and 15th class day, room changes within the same Hall can be requested. Students should contact their Hall staff to request a room change. Between the 12th and 15th class day, Hall changes can be requested by contacting the Residential Life & Housing office.
- D. If, after the 15th class day, a Hall is not 100% occupied and private room space is available, signs will be posted in the Hall where the available space is located. The signs will list the amount of the additional private room charge, the number of private rooms available, the time(s) to register for a private room, and the location(s) to register for a private room. Private rooms are assigned on a first come, first served basis.

When a private room is assigned, the additional private room charge will be placed on the student's account.

- E. Only the persons assigned by TJC to Student's Room may reside there.
- F. Occupancy of assigned space is contingent upon the timely receipt of required fees and the return of a properly signed contract.

6. **Move-In Occupancy:**

- A. Student may move in on the first day of the Contract Period.
- B. If student fails to move in two days after classes begin, the assigned Student will be considered a “no show” and forfeit the assigned space unless Student makes prior written arrangements with the Housing Office to move in on a later date.
- C. Occupancy of Student's room by Student shall constitute Student's confirmation that the room (including equipment, furniture, and fixtures) is clean, sanitary, and in good working order and condition at the time of occupancy. A Student is considered to occupy an assigned room when any part of the check-in procedure is completed (key access issued, completion of room inventory sheet, putting belongings in room, etc.).
- D. All Residence Halls will close at 10:00am the day after final exams end in the Fall and Spring semesters.
- E. Returning students may leave Student's possessions in the room, but Student will not be able to live in or visit the room between semesters. TJC accepts no responsibility for items left in the room between Fall and Spring semesters.
- F. When a Student checks into their assigned Residence Hall, they may be issued a temporary key to open the Hall entry door and a Student's assigned room. The temporary key will deactivate after three weeks (21 business days) and the Student will be locked out. During the week the temporary card is active, the Student will get their TJC ID card coded at the Residential Life & Housing office or a location designated by the Residential Life & Housing office. The ID card will be used as their Hall and room key. When the ID card is coded, the temporary key will be returned to Residential Life & Housing. Failure to return the temporary key will result in a \$25.00 charge being added to the Student's account. The temporary key and the Student's TJC ID card should never be given to another person or left unsecured. Entry to the Hall through unauthorized areas or allowing unauthorized persons into the Hall will result in appropriate disciplinary action. Lost or misplaced keys should be immediately reported to the Residential Life & Housing, Campus Safety and the Dining Services offices.

7. **Check-Out Procedure:**

- A. When a Student moves out of the Residence Hall they must check-out with a member of the Hall staff and remove all personal possessions from the room. Any items left in the assigned space after final check-out will be considered abandoned property and be thrown away by TJC. When leaving, rooms and bathrooms must be cleaned. Failure to clean the room and/or properly check-out with a staff member will result in a \$200 cleaning and a \$200 improper check-out fine(s) being added to the Student's account. The specific periods of check-in and check-out, as well as check-in and check-out instructions, are in the Residence Hall Handbook.
- B. Student shall vacate Student's room by 10:00am the day the Residence Hall closes for breaks established by TJC. If student has classes or TJC work responsibilities, student shall vacate Student's room by 7:00pm the day the Residence Hall closes for breaks established by TJC. Student shall vacate Student's room 24 hours following their last final examination at the end of each semester, or session, during the Contract Period. Failure to vacate the hall by the established times, or contact the hall staff in advance to request an extension, will result in a \$50 fine being added to the Student's account.

- C. If Student withdraws from TJC during the Contract Period, Student must vacate the room within twenty- four (24) hours after withdrawal. Failure to follow these procedures will result in charges as outlined herein. Additionally, Student will receive a \$600 cancellation charge.
- D. Student must complete all TJC Residential Life & Housing Department checkout procedures and return all mailbox keys in order to avoid improper checkout charges. Failure to follow those procedures will result in improper checkout charges (\$250). Failure to return keys will result in an additional \$ 55.00 charge for lock changes per key. An improper checkout may include, but is not limited to: failure to clean, vacuum, sign check-out paperwork or check out with the Resident Assistant.

If Student fails to vacate by the last day of the Contract Period or within twenty-four (24) hours after Student withdraws from TJC, Student will be charged \$100.00 in liquidated damages per day for the holdover period. Further, Student shall indemnify TJC and prospective residents from damages, costs, and expenses

- E. If Student graduates at the end of the Fall or Spring semester, Student may stay in the Residence Halls without additional charge through the date of Student's commencement ceremonies if Student makes a written request to the hall's Area Coordinator, Residence Director or Sr. RA on or before the tenth day prior to the ending date of the Contract Period. Fairing out of, or related to, Student's failure to timely vacate including, without limitation, lost revenues, lodging expenses, and attorneys' fees.

8. **Obligations of TJC**

- A. TJC personnel may enter Student's room at any time in the event of an emergency and at any reasonable time for any reasonable purpose, including, without limitation, inspection, maintenance, or investigation of violation of TJC Regulations.
- B. TJC is not responsible for loss or damages to personal property by theft, fire, or other casualty, whether such loss occurs in Student's room, public areas, or elsewhere in the Residence Hall. Items left in Student's room when Student checks out, will be disposed of by TJC in accordance with TJC policies then in effect.
- C. The Residential Life & Housing Department will install, change, or re-key a security device on any exterior door of Student's room after receiving a written request from Student. A charge for labor, materials, overhead, and extra keys provided by the Residential Life & Housing Department shall be paid by Student promptly upon delivery of a statement for same from TJC, unless such charges are prohibited by applicable law.
- D. In the event that TJC is prevented from completing the performance of any obligations under the Contract by an act of God or other occurrence whatsoever that is beyond the control of TJC, TJC shall be excused from the performance of such obligation to the full extent allowed by law.
- E. Maintenance Requests: There are no additional charges for routine maintenance work. If there is a maintenance issue, it is the Student's responsibility to submit a maintenance request in a timely manner. Students should submit a work order, using the on-line request system. Maintenance personnel make repairs as work orders are received.

9. **Conduct and Care of Room**

A. **Property Damage:**

1. TJC and the Residential Life & Housing Department will not be held liable for any damages or losses to person or property caused by another person, theft, burglary, assault, vandalism, or other crimes, fire, flood, water leaks, rain, hail, ice, snow, explosions, interruptions of utilities or other natural occurrences. The Student is responsible for the assigned room and its contents. It is highly recommended that Students carry insurance on their possessions. Valuable items, including cash, should not be kept in the Student's room, especially during official breaks established by TJC.
2. The Student is liable for any damage to TJC property caused by his or her willful actions or negligence. If the person causing the damage cannot be identified, the residents of the room bear the charges for the damage. The Student will not be liable for damages caused by acts of God or for normal wear and tear. The Student will receive a bill for the full amount of any abovementioned damages. When damages or conditions requiring special cleaning occur in public areas and the person responsible cannot be identified, the residents of the building may be required to reimburse TJC for repair, replacement, and/or cleaning charges. These Students may also be required to pay additional fines or suffer other disciplinary consequences if damages or cleaning expenses were caused by vandalism or other purposeful acts.
3. Student agrees to be liable for all property damage or losses caused by Student, his or her guests or invitees, to his or her assigned room, the Residence Hall, or any contents of same.
4. Student is responsible for the condition of the assigned room and all furnishings assigned to him/her and Student shall reimburse TJC for all damages to the room or its furnishings other than normal wear and tear. Student is also responsible for cleaning his/her room and shall reimburse TJC for all cleaning costs in excess of normal wear and tear.
5. Damages within the assigned room are the combined responsibility of the Students assigned. Damage to the common areas of the Residence Hall, where the cause is not known, will be assigned on a pro-rated basis to Students in the entire hall or the specific area where the damage occurred, depending on location.

B. **Care of Facilities**

1. Student is responsible for keeping Student's room in a neat and orderly fashion at all times. Student shall not cause or permit to be caused damage or alterations to the room, furniture, or equipment. All costs associated with repairs arising from or related to Student's failure to comply with the foregoing requirements shall be paid by Student to TJC promptly on demand.
2. Student residents may not paint or alter the room in which they reside, nor may they alter the building, equipment, or grounds surrounding the building. Wallpaper, contact paper, floor tile, or adhesive carpet squares are not allowed to be used to decorate or refurbish the room.
3. Students must remove all of their personal belongings out of the bathrooms over the winter break so that the bathrooms can be deep cleaned. Any items left in the assigned bathroom during winter break will be deemed abandoned property and shall be the property of TJC to be disposed of in TJC's discretion.

- C. **Rules and Regulations:** The Student will comply with all the rules and regulations outlined in the Resident's Code of Conduct, the Residence Hall Handbook, all TJC Board Policies, and the TJC "Student Code of Conduct" which are now in effect or may in the future come into effect. Residential Life & Housing Department rules and regulations are considered a part of this legally binding Student contract and are specifically incorporated herein by reference. It is the Student's sole responsibility to read such documents and be familiar with same. The Resident's Code of Conduct and the Residence Hall Handbook are available on the TJC public web-site. In addition, all Students must attend mandatory hall/floor meetings, conducted by the Hall staff, on various dates throughout each semester. At this meeting, Resident Hall expectations, rules and guidelines will be reviewed. Student's failure to abide by the Residential Life & Housing Department's rules and regulations as set forth in the Resident Hall Handbook, Housing Policies, TJC Code of Student Conduct, TJC Board Policies, or any rules reviewed at mandatory hall/floor meetings may result in termination of this Contract, and/or the Student's suspension or dismissals from a Residence Hall. If Student is dismissed for any type of conduct violation, the student is responsible for the entire semester charges of room and meal plan. Student will also receive an additional \$600 cancellation charge applied to their account.

10. **Obligations and Agreement of Student and Guarantor**

- A. Student agrees to pay all charges as due and to comply with and abide by these terms and conditions, the TJC Catalog, the current Housing Policies contained within the Rules and Regulations of the Board of Trustees of TJC, Policies of TJC, and all other TJC rules, policies, and regulations which are now in effect or may in the future come into effect, governing student conduct or pertaining to TJC residence halls (individually and collectively "TJC Regulations").
- B. Student acknowledges and agrees that rates or fees are subject to change by legislative or Board actions or otherwise, as are TJC Regulations and TJC Housing Policies. Changes and additions are officially announced and/or posted. The announcement or posting constitutes actual notice. Changes and additions to TJC Regulations and TJC Housing Policy become effective and binding at the first date of posting or official announcement.
- C. If Student violates any of the terms or conditions of the Contract, or if TJC determines that Student has repeatedly disregarded the community living standards and/or endangered the community, TJC may remove student from on-campus housing, suspend Student from the college or refuse to offer Student a TJC Housing Contract in the future.
- D. If Student is subject to TJC disciplinary action, Student may be required to change residence within TJC Housing or to withdraw from TJC Housing. If TJC requires Student to withdraw from TJC Housing, the Contract will be automatically cancelled. Any Student whose actions pose life-threatening danger to self or others is subject to immediate and permanent removal from TJC Housing without prior written notice.
- E. Student agrees to advise TJC in writing of any change of address, identification number, or telephone number. Failure to provide this information may result in cancellation of Contract at TJC's option.
- F. No additional persons may occupy the assigned space.
- G. The furniture and appliances provided by TJC will not be removed from the assigned space or be stored.

- H. Students are responsible for the condition of the assigned space during the contract period and shall reimburse TJC for all cleaning costs in excess of normal cleaning costs incurred after vacating the assigned space.
 - I. Conducting business of any kind from the assigned space or public space is prohibited.
 - J. Student shall comply with all laws, including but not limited to all laws regarding the use of alcohol, weapons, and controlled substances. Noncompliance will subject Student to disciplinary action, which may include suspension from the Residence Hall.
 - K. Student may not possess or use any open flames or open heating element devices, fireworks, or other similar flammable objects or devices.
 - L. The Student must allow entry of a TJC Official (including but not limited to a TJC police officer or licensed peace officer) for maintenance, room health and safety inspections, or when it is deemed necessary by a TJC Official. Residential Life & Housing Department staff members are considered TJC Officials.
 - M. Student has no reasonable expectations of privacy in any common area.
11. **Termination of Contract:** This Contract may be terminated by TJC at TJC's option for the reasons set forth below or for any other reason stated herein. If TJC terminates this Contract, it will give reasonable notice and, in some circumstances, an opportunity to cure (i.e., for non-payment). However, TJC may also immediately terminate the Contract in some circumstances.
- A. Graduation or transferring between the Fall and Spring semesters.
 - B. Academic suspension at the end of the Fall semester.
 - C. **Disciplinary Reasons.** Any Student whose actions are found to be detrimental to the welfare of the Student living community will be removed from on campus housing. Failure to comply with the Residence Hall rules and regulations will result in disciplinary action. Student sanctions may include, but not be limited to, fines, performing Community Service, removal from the Residence Hall, and the issuance of a Criminal Trespass Warrant. Students who are administratively removed from the Residence Hall for disciplinary reasons must move out within 24 hours of notification.
 - D. Administrative suspension, removal, or expulsion from TJC for any reason.
 - E. Failure to pay all costs set forth in this Contract or otherwise required by TJC (such as, but not limited to, tuition or fees).
 - F. Any violation or material breach of any term or condition of this Contract, Student's failure to meet eligibility requirements set forth herein, or failure to pass criminal background check.
 - G. Any student who voluntarily leaves for any reason, is removed for conduct violations, or leaves TJC housing for any other reason will have a break contract fee of \$600.00 added to their account.
 - H. Violation of any provision of the Residential Life & Housing Department rules and regulation or other publication.
 - I. Violation of TJC Board policies, rules, or regulations.

J. Failure to move in by the first day of classes.

12. **WAIVER AND INDEMNITY:** TJC SHALL NOT BE LIABLE TO THE STUDENT, OR THOSE CLAIMING THROUGH OR UNDER THE STUDENT, FOR INJURY, DEATH, OR PROPERTY DAMAGE CAUSED BY ACTS OF NATURE, FIRE, WATER, SMOKE, UTILITY OR EQUIPMENT MALFUNCTIONS, OR CAUSED BY THE NEGLIGENT CONDUCT OR ACTS OF ANY OTHER PERSON OCCURRING IN, ON, OR ABOUT THE ROOM, AND THE STUDENT SHALL INDEMNIFY TJC AND HOLD IT HARMLESS FROM ANY SUCH CLAIM OR DAMAGE.

13. **Security, Liability and Personal Property Insurance.** Although reasonable steps are taken to maintain all TJC facilities and grounds and to provide adequate security, TJC is not liable for the loss of or damage to personal property, or for any personal injury (including death, rape, or assault), caused by acts of nature, fire, water, smoke, utility or equipment malfunctions, or caused by the negligent or criminal conduct or acts of any Student, family member, guest, or invitee of any Student, which occur in its buildings or on its grounds prior to, during, or subsequent to the period of this Contract. Student is strongly advised to carry his or her own personal property (i.e., renter's) insurance policy. TJC only carries insurance on TJC-owned buildings and TJC-owned property, and such insurance will not cover the cost of replacing Student's property and personal items.

14. **Criminal Guidelines and Standards and Criminal Background Release.** This Contract and all application materials will be considered by TJC in accordance with its Residential Life and Housing Department's Criminal History Record Guidelines and Standards. TJC reserves the right to decline any application or remove any Student from a Residence Hall in accordance with same and in accordance with applicable law(s). By signing below, I understand and agree that I am authorizing TJC and QuickSearch LLC to obtain criminal history information on me at any time and as many times as TJC deems necessary. I further understand that I must complete a criminal background check release whenever TJC requests to have my application or contract renewal considered, and I agree to provide same to TJC. My failure to do so may result in termination of this Contract, and/or my removal from a Residence Hall. I release TJC and QuickSearch LLC from any liability whatsoever related to the release of criminal background records to TJC. All new students or students that are not returning the immediate semester to housing must complete an electronic background check form through QuickSearch LLC.

15. **Concealed Handguns.** If a student is a holder of a Texas license to carry a concealed handgun ("Holder") then it is Student's responsibility to know and follow all current and applicable state and federal laws and TJC Policies regarding carrying a concealed handgun, whether enacted now or in the future. Student is responsible for informing any guests of TJC Policies regarding carrying a concealed handgun. By signing this Contract, any Holder agrees to know and follow all such applicable laws and policies of TJC and Student understands and agrees that any violation of TJC's Campus Carry Policies by Student or his/her guests may subject him/her to disciplinary action and the cancellation of this Contract. The open carrying of hand guns or other guns is prohibited on any part of the TJC campus, including the residence halls.

16. **Force Majeure.** In the event that TJC is prevented from completing any obligations under this Contract by an act of God, government order, epidemic, pandemic, quarantine or shelter in place order, or any other occurrence whatsoever that is beyond TJC's control, TJC shall be fully excused from performance of same obligations to the fullest extent allowed by law.

17. **LIMITATION OF LIABILITY.** TJC cannot and does not assume any legal obligation or liability whatsoever for any injury to student or student's property, or any other person, which occurs in its

residential housing. This includes losses, events, or circumstances not directly within the control of TJC, including but not limited to, contagious/communicable diseases, natural disasters, riots, war, bed bugs, mold, or fire (collectively "Losses"). By signing below, student agrees to hold TJC harmless and to waive and forever release any such claims arising out of or related to such Losses.

18. **Miscellaneous**

- A. **Venue.** 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 performable in Smith County, Texas. Any lawsuit arising out of or related to this Contract will be filed in Smith 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 hereof and the Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- B. **Attorneys' Fees.** In the event the Student breaches or defaults on this Contract or any of the terms and conditions hereof, including, but not limited to the payment of room charges, he or she will be liable for any and all damages, collection costs, court costs, and attorneys' fees incurred by TJC as a result of such breach or default.
- C. **Smoking. TJC is a Tobacco Free Campus.** The use of tobacco products or simulation of same (including electronic cigarettes, vaping, cigarettes, cigars, pipes, smokeless tobacco, and other tobacco products) by Students, staff, faculty, and visitors is prohibited on all TJC properties. Thus, smoking and/or vaping will not be permitted inside Residence Halls or on campus.
- D. **Weapons.** Use or possession of firearms or weapons is prohibited on campus and in the Residence Hall. However, if the Student has a Texas license to carry a concealed handgun, then student may possess such a weapon if done in full compliance with state and federal laws and TJC Board Policies. Please refer to paragraph 16 herein for more specific contractual requirements regarding concealed handguns.
- E. **Alcohol, Gambling, and Drugs.** Alcoholic beverages, gambling, and controlled substances and/or drug paraphernalia are prohibited on campus or in the Residence Halls.
- F. **Assignments Prohibited.**
1. This Contract is personal and may not be assigned or otherwise transferred, nor may the Student's space be sublet or otherwise placed in the occupancy, control, or care of another person or entity.
 2. The Student may not sublet or otherwise place in the occupancy, control, or care of another person or entity any space associated with the Student's assigned space, including but not limited to community areas such as hallways, bathrooms, lobbies, kitchens, or any unassigned spaces.
- G. **Guarantor.** If there is a Guarantor, any notice, request, or communication sent to TJC by either Student or Guarantor shall be binding on both Student and Guarantor and any notice sent by TJC to Student is binding on Guarantor.
- H. **Accommodations.** Special accommodation space in TJC Residence Halls is very limited, is subject to availability, and is not guaranteed. Students requesting to receive consideration for

Americans with Disabilities Act (ADA) accommodations must: (1) verify their disability with the Office for Support Services by completing all necessary paperwork and be determined eligible for services, and (2) adhere to timely provision of medical documentation to the Residential Life and Housing Department from a qualified medical professional stating the diagnosis or medical condition, the accommodation needed, and why the specific accommodation is necessary or required. New applicants must submit this required medical documentation along with their application. Students who have previously lived in a TJC Residence Hall must provide this medical documentation each semester at least three (3) weeks prior to the first day of the semester.

- I. **Pets.** No pets are permitted. Service and/or emotional support animals are only allowed when approved in advance through Residential Life & Housing Department and Disability Services. Any such animals are subject to any existing or enacted TJC and/or Residential Life & Housing Department policies.
- J. **Destruction of TJC Property.** In the event that the assigned room is destroyed or is otherwise unavailable and TJC cannot furnish other accommodations, then this Contract is automatically void.
- K. **Health and Safety Rules.** To the extent that TJC or TJC Residential Life and Housing enacts COVID-19 or any other health and safety rules during the Contract Term, Student agrees to strictly abide by same at all times such rules or protocols are in effect.
- L. **Notices.** Any notice required or permitted to be given under the Agreement must be in writing and may be served by depositing same with the United States Postal Service, addressed to the party to be notified, postage prepaid and in registered or certified form, with return receipt requested; by hand delivery by reputable courier; or by deposit with Federal Express or other reputable courier for overnight delivery or via email to the email address indicated herein. Notice given as required herein will be effective on the date actually received at the address to which such notice was sent, or if delivery is refused or not accepted, such notice shall be effective on the date of such refusal or failure to accept delivery. For purposes of notice, the addresses of the parties will be as follows or to such other address that the parties may designate in writing.

If to TJC via USPS:

Assistant Director
Housing Operations & Administrative Services
Residential Life & Housing
1415 S Baxter Ave, Tyler, TX 75701

Or via email to:

housing@tjc.edu

If to Student/Guarantor:

To address or email address listed below under the Student and/or Guarantor's signature(s).

I understand and accept that this contract is a binding agreement between the Student and Tyler Junior College for the Contract Period stated above, or the remainder of the academic year in which it is signed. If Student is under the age of 18, his/her parent or legal guardian must sign below in order for this agreement to be binding. By signing this Contract, Parent or Guardian agrees to be a Guarantor and thus guarantees all payments required herein. I understand and accept all terms and conditions of this Contract. In addition, by signing below, Student and/or Parent/Guardian grants TJC the right to conduct criminal background check(s) on Student at any time, either prior to or during the Contract period. I

consent to conducting this transaction electronically and understand, agree, and intend that my electronic signature below be binding and enforceable.

Student's Name: _____ TJC ID Number: _____
(Print name)

Student's Signature: _____

Home Address: _____

City State Zip
Cell Phone: (_____) _____ Email: _____

IF STUDENT IS UNDER 18 YEARS OF AGE:

Guarantor's Name: _____
(Print name)

Guarantor's Signature: _____

Home Address: _____

City State Zip
Cell Phone: (_____) _____ Email: _____