

**The University of Texas Rio Grande Valley
Department of Housing and Residence Life (DHRL)
On Campus Student Housing Contract**

Applicable Contract Periods:
Fall 2025/Spring 2026 - 9 month contract
Fall 2025/Summer I 2026 -12 month contract
Summer I 2025/Miniterm 2026 -12 month contract
Summer II 2025/Summer 1 2026 - 12 month contract

1. General Terms and Conditions

Please read the terms and conditions carefully as you will be held responsible for these standards.

a. Contract Agreement

These Terms and Conditions are part of the On Campus Student Housing Contract (the “Contract”) between The University of Texas at Rio Grande Valley (collectively, the “University”), acting through its Department of Housing and Residence Life (“the University” or “DHRL”); agrees to provide a space in the university housing system to the Student and the Guarantor (if applicable) who are identified in that Contract. As used in the Contract, the term “You” means the Student {UserName}.

b. Oral Representation

The University and the DHRL do not enter into any oral agreements or make any oral representation concerning this contract. The entire contract is expressed in writing and supersedes any understanding that may have been communicated orally or implied and no party to this contract is relying on any oral or implied agreement, representation or understanding of fact or policy that is not expressed in writing.

c. Contract Periods

The University grants student temporary residence during the dates outlined in the contract period selected.

Contract Period	Contract Start Date	Contract End Date
Fall 2024/Spring 2025 – 9 month	Friday, August 29, 2025	Thursday, May 14, 2026
Fall 2025/Summer II 2026 – 12 month	Friday, August 29, 2025	Friday, August 21, 2026
Summer 1 2025/Miniterm 2026 - 12 month	Sunday, June 8, 2025	Friday, June 5, 2026
Summer II 2025/Summer 1 2026 – 12 month	Wednesday, July 16, 2025	Tuesday, July 14, 2026

d. Break Periods

Residence Halls (Unity, Heritage, & Troxel Hall) are closed during the Thanksgiving, Winter, and Spring Academic breaks. Apartments (Village & Casa Bella) remain continuously open during the contract period unless closed due to inclement weather, maintenance or other events the university may designate.

e. Meal Plan

As a student who resides in university residence halls (Unity, Heritage & Troxel), your Housing contract includes your choice of residential meal plans (commuter plans are not acceptable). The student who resides in Apartments

(Village) may choose either a residential meal plan, or at a minimum, is required to purchase dining dollars. Casa Bella Apartments residents are required to purchase dining dollars. Casa Bella residents taking courses in Edinburg may contact dining@utrgv.edu for additional meal plan options. Please review section 14 for additional policies.

f. Payment of Fees

The student agrees to pay the University the rate established by the institution. Room and board payments must be made to Student Business Services within the deadlines for full or installment payment schedules established by Student Business Services and published online prior to the beginning of each semester. Failure to meet payment deadlines will result in a hold being placed on the Student's records and may result in late fees and denial of access to residential and dining facilities. A hold from registering for classes may also be placed on the Student until payment is made. The University may employ the services of attorneys or outside collection agencies to assist in the collection of delinquent accounts on all financial obligations incurred and any fees related to these activities will be added to the outstanding balance. Students on installment plans who have enough financial aid to cover the full or partial balance of the installment plan cannot request an advance of that financial aid. All financial aid available must be applied to the entire student balance before a refund can be authorized.

g. Authorized Entry

The Student must permit any authorized agent of the University to enter the assigned unit for the purpose of inspection and maintenance, and, if determined necessary, for the purpose of enforcing reasonable rules and regulations ensuring the safety, welfare and comfort of all students and the University. University staff may enter and search the Student's unit without permission or consent of the Student if reasonable suspicion exists of violation of University policy, concerns about safety of the students or guests, or situations that may cause harm to others.

2. Obligations and Agreements of Student and Guarantor

The University grants Student a license to use the room as Student's temporary residence during the contract period, subject to the following terms and conditions.

a. You agree to pay all Contract charges when due and to comply with and abide by the provisions contained in this Contract, the Rules and Regulations of the Board of Regents of The University of Texas System, The University of Texas Rio Grande Valley's Student Code of Conduct, The University of Texas Rio Grande Valley Alcohol and Other Drug Policies, The University of Texas Rio Grande Valley Handbook of Operating Procedures, the Resident Handbook, and all other University rules and regulations that may now or in the future come into effect governing student conduct or pertaining to the University residential facilities (individually and collectively called the "University Regulations").

b. You acknowledge and agree that the rates and fees set out in the Contract are subject to change by legislative action, as are University Regulations and policies affecting the Contract. Changes and additions to the rates, fees, University Regulations and policies shall be officially announced and/or posted, and the announcement or posting constitutes actual notice to you. Changes and additions to the rates, fees, University Regulations and policies affecting the Contract become effective and binding at the first date of posting or official announcement, unless otherwise specified therein.

c. You agree not to sell, transfer or assign this Contract.

d. You agree that if you violate any of the terms or conditions of the Contract, or if the University determines that you have (i) disregarded the community living standards, including roommate contracts agreed upon by both roommates, or (ii) accumulated a history of delinquent payments to the University, then, the University may terminate your license and/or refuse to offer you a housing contract in the future.

e. You agree that if you are found by the University to be in violation of the Contract or of any of the University Regulations, you will be subject to University disciplinary action and may be required to withdraw from University housing. The Early Termination Notice Fee will be applied as referenced in Section 5.

f. You agree that if your actions are disruptive to the use and enjoyment of University housing facilities by other students, or if you fail to adjust to a community living environment, you will be subject to University disciplinary action, you may be required to change residence, and you may be required to withdraw from University housing. The Early Termination Notice Fee will be applied as referenced in Section 5.

g. You agree to keep the University accurately informed about your contact information and student information by updating that information using the University's official websites which include www.my.utrgv.edu/home (housing portal) and the Department of Housing and Residence Life Website www.utrgv.edu/housing

h. Deposit Requirements. Applicants for housing will have a security deposit ("Deposit") payment in the amount of \$100.00 and a non-refundable \$50.00 application fee applied to their student account. No interest is paid on the Deposit. University may draw upon the Deposit to pay (i) the costs of damage caused by you or your guests to your room or other University property, and (ii) any other charges owed by you under this Contract. The Deposit does not limit your financial liability under this Contract. If you owe an amount exceeding the deposit, you agree to pay the University for all amounts owed by you under the Contract that is in excess of the amount of the Deposit.

i. We agree to furnish electric, water, sewer, and internet access for the residence. The utilities are sub metered and may be used for normal household purposes and must not be wasted. If we detect or suspect abuse or waste of any utilities paid by us, we reserve the right to notify you of an increase in the base rent and you will be required to pay a higher charge.

j. Following the end of the Contract Period, if you have complied with the Contract, paid all sums you owe to University, surrendered your room in good condition (excepting only ordinary wear and tear), have provided a written forwarding address to University for refund of your Deposit, and submitted online deposit request form, then University will refund any balance of your Deposit to you on or before the 30th day after you check-out as required by Section VII.

3. Conditions of Contract

a. The Contract is offered on the condition that you are admitted to the University. The Contract does not guarantee that you have been admitted to the University. Only the Office of Admissions can grant admission to the University. You must be a student at the University and actively pursuing a degree at the University to be eligible to live in University housing.

b. You must be a registered full-time student actively pursuing a degree at the University, or engaged in a University-sponsored academic activity, to be eligible to live in University Housing. Should your status change from full time to part time, you may be subject to removal or withdrawal from housing. However, dropping to part-time status does not automatically make you exempt from living on-campus. All completed applications are ranked in the order of when they are received in order to assess priority for room

assignments. However, if a new incoming student is not registered by August 1 or for a returning student June 1, he or she may lose their priority status and be placed on a waitlist.

c. This contract is offered by University Housing with the intent to provide housing regardless of changes to the academic schedule or manner of instruction provided by the University. University Housing does not anticipate closing or issuing a refund as a result of such adjustments.

d. At any time, University Housing may request or require a resident to relocate from Housing when that resident's continued presence in the housing community poses a health or safety risk for community members.

4. Payments and Charges

a. University housing charges will be included on your University fee statement. You can review your student account online through MyUTRGV Assist (www.my.utrgv.edu). You may choose to pay for the entire housing bill prior to the start of the semester or you may select the institutional installment payment plan.

b. Your failure to receive a statement does not relieve you of the responsibility to make payments due under this Contract on or before the due dates.

c. You agree to pay all expenses incurred by the University in collecting amounts due under this Contract, including attorneys fees, court costs, and other collection costs. If you fail to pay all such expenses within 15 days after notice from the University, University may revoke your license to use University housing and may decline to allow you to occupy University housing in the future.

d. If you withdraw from or are dismissed from the University for any reason, including enforced scholastic withdrawal, you will pay all charges accrued under the Contract through the date you check out of University housing (as required under Section VII) plus an early termination fee of \$1000, as provided in Section IV

e. If you graduate from the University at the end of the fall semester, you must notify the Department of Housing and Residence Life on or before November 15. When the Registrar confirms your graduation, you will be required to pay to the University all charges accrued under the Contract through the end of the fall semester and you will not have to pay the early termination fee of \$1,000.

f. "Daily Room Rate" - The daily amount charged for the use of the furnished room under this Contract is calculated by dividing the Contract Rate total by the number of days within the Contract Period.

5. Cancellation of Contract by the Student

You are responsible for the full amount of all housing charges for the Contract Period, unless you cancel the Contract in compliance with one of the provisions below.

a. Before the start of the Contract Period:

1. For occupancy period Fall/Spring Semester - 9 month contract and Fall/Summer II Semester - 12 month contract, you may cancel your Contract by notifying the DHRL in writing before July 1. If you cancel the Contract prior to or on July 1st for Fall you will receive a refund of your Deposit minus the application fee. If

you cancel your Contract after July 1st up until August 1st for the Fall Semester you will be charged a \$300 housing termination fee. If you cancel after August 1st up until Official Record Date (Census Day, 12th Class Day for Fall), you will be charged \$500 as a housing termination fee and forfeit your deposit. If you cancel after the Official Record Date for Fall, you will be charged \$1,000 as a housing termination fee and forfeit your deposit.

2. For 12 month contract periods starting in Summer Session I or II, you may cancel by the corresponding term's payment deadline to receive a refund of your deposit, minus the application fee. If you cancel the contract after the term's payment deadline and up to the first class day of the term the contract begins, the student will be charged a \$300 housing termination fee. For cancellations after 1st class day to the Official Record Date (Census Day, 4th Class Day for Summer), you will be charged \$500 as a housing termination fee and forfeit your deposit. If you cancel after the Official Record Date for summer, you will be charged \$1,000 as a housing termination fee and forfeit your deposit.
3. For occupancy period Spring only semester, you may cancel your Contract by notifying the DHRL in writing before December 1. If you cancel the Contract prior to or on December 1st for Spring, you will receive a refund of your Deposit minus the application fee. If you cancel your Contract after December 1st up until January 1st for the Fall Semester you will be charged a \$300 housing termination fee. If you cancel after January 1st up until Official Record Date (Census Day, 12th Class Day for Spring), you will be charged \$500 as a housing termination fee and forfeit your deposit. If you cancel after the Official Record Date for Spring, you will be charged \$1,000 as a housing termination fee and forfeit your deposit.

b. During the Contract Period:

1. If you cancel your assignment to a room in University Housing after the beginning of the Contract Period but before taking occupancy of your room, and before the Official Record Date (**Census Date**), you will be charged \$500 as a termination fee.
2. For occupancy period Fall/Spring Semester- 9 month contract and 12 month contracts. If you cancel your assignment to a room in University Housing after the beginning of the Contract up until the Official Record Date (Census Date) you will be charged a \$500 housing termination fee and forfeit your deposit, in addition to all charges accrued under the Contract through the date you check out, including a daily prorated room charge through the date of vacating your room. If you cancel after the Official Record Date (Census Date), you will be charged \$1,000 as a housing termination fee and forfeit your deposit, in addition to all charges accrued under the Contract through the date you check out, including a daily prorated room charge through the date of you vacating your room.
3. For occupancy period Spring only semester contract, if you cancel your assignment to a room in University Housing after the beginning of the contract up until the Official Record Date (Census Date, 12th Class Day) you will be charged a \$500 housing termination fee and forfeit your deposit, in addition to all charges accrued under the Contract through the date you check out, including a daily prorated room charge through your date of you vacating your room. If you cancel after the Official Record Date for Spring, you will be charged \$1000 as a housing termination fee and forfeit your deposit, in addition to all charges accrued under the Contract through the date you check out, including a daily prorated room charge through the date of you vacating your room.
4. If you take occupancy of the room but fail to register for classes with the University, you must notify DHRL in writing by the Official Record Date (Census Date) of the Contract Period. When non-registration is confirmed by the Registrar, you will be required to vacate your room within 24 hours and must pay to the University \$1,000 as a housing termination fee in addition to all charges accrued under the Contract through the date you check out, including a daily prorated room charge through the date of vacating your room.
5. If you take occupancy of the room and register for classes with the University for the Contract Period, but during the Contract Period withdraw from the University, you must notify DHRL in writing within 24 -hours of withdrawal. Once your withdrawal is confirmed by the Registrar, you will be required to vacate your room within 24 hours and must pay to the University \$1,000 as a housing termination fee in addition to all charges accrued under the Contract through the date you check out, including a daily prorated room charge through your date of your vacating your room.

6. If you fail to check in by 5 p.m. on the first day of classes without scheduling a late arrival with the University, or schedule a later arrival date and fail to check in on the scheduled date, the University may at its option terminate your contract, in which event you will be charged an early termination fee of \$500.

c. Termination of Contract During Emergencies

1. If part or all of university housing is closed due to an emergency or natural disaster, the University may adjust or terminate this contract without prior notice. The University may extend this contract an equivalent duration as the closure to address the loss of use of university housing and to provide for future use. In no event shall the University be obligated to provide alternate housing to the Student or to rebuild or replace any affected premises. Please note that if the Student initially received a housing scholarship, the amount will be credited back to the original scholarship fund.

d. Exemption of Early Termination Notice Fees

1. Residents may request an exemption to the early termination fees by submitting a request in writing by no later than October 1 for the fall semester and March 1 for the spring semester. Students who reside on campus during Summer I or II, may request an exemption to the early termination fees by submitting a request in writing no later than the term's last day to withdraw or drop a class. Request for exemptions must be supported through documentation. Acceptable reasons to submit an exemption to early termination notice fees include graduation, internship/student teaching, married/parent, documented disability or medical condition preventing student from living on campus, documented financial hardship, military service.

6. Room Assignments

- a. The University assigns roommates without regard to race, color, national origin, age, religion, disability, veterans' status, sexual orientation, gender identity or expression.
- b. The University will only assign same genders together.
- c. The University does not permit registered sex offenders to live in university housing.
- d. Assignment to a specific building, type of housing, room/apartment capacity, or specific roommate is not guaranteed.
- e. The University reserves the right to make housing assignments and to require assignment changes when considered advisable or necessary by the University.
- f. For special accommodations, students with disabilities or other unique needs must make a written request for an accommodation to the Office of Student Accessibility Services.
- g. If permanent space is not available in University housing, the University may place you in a supplemental space or waiting list until a permanent space is available. Only the person(s) assigned by the University to your room may reside in the room, suite or apartment.
- h. The University reserves the right to make changes in room assignments for any reason the University determines to be appropriate in its sole and absolute discretion, including without limitation, roommate

conflicts, pending disciplinary action, and non-compliance with the University Regulations. Room reassignments may include but are not limited to, an assignment to a supplemental space or a consolidation of residents, and shall not result in a decrease or an increase in your Contract Rate.

i. If your room assignment is changed by the University, and you fail to vacate your current room within twenty-four hours after the University has issued you an authorization or instruction to move, you will be assessed a daily charge equal to three times the daily room charge during the holdover period.

j. University will try to match roommates based on student preference profiles. However, the University cannot guarantee the requested preference in the room assignment process. If Student chooses to live with another Student based on a self-selection process, Student preference profiles shall not be considered by the University.

k. Students without disabilities may reside in Residence Hall/Apartment rooms which have been specifically designed to accommodate persons with disabilities. In the event a Residence Hall room is needed to accommodate a person with a disability, Student may be required to relocate to alternate University Campus Housing accommodations. In this instance, University shall pay reasonable moving expenses to relocate occupant(s) to alternate accommodations. In this instance, University shall provide no less than fourteen (14) days written notice prior to terminating the existing Contract

l. If permanent space is not available, the UTRGV may place Student in temporary space until permanent space is available.

m. Only the person(s) assigned by DHRL to Student's room may reside in the room. The University reserves the right to make changes in room assignments for such reasons as the University determines to be appropriate in its sole and absolute discretion, including, without limitation, roommate conflicts, pending disciplinary action, non-compliance with University Regulations, and disruptions to the community.

n. Single occupancy in double rooms is allowed only on University's prior approval, which may be withheld in its sole and absolute discretion. Single room occupancy in rooms designated as double occupancy will be charged at specified rates. If the University has a waitlist for Residence Hall bed space, single room contracts may be changed to double room contracts.

o. If Student's roommate vacates the double room or if Student's suitemates all vacate the suite, Student agrees to accept another roommate or suitemate as assigned. Student may be asked to move to another room if requested by the University. Failure to move may result in you being charged a single room rate and improper check out fee in addition to disciplinary actions

p. Room changes may be made only with the approval of DHRL. Hall, Building and/or room type changes may be made only with approval of DHRL. Students who complete a hall and/or room type change will may be required to sign a new contract.

q. University reserves the right to consolidate vacancies and close all or part of Residence Halls/Apartments

7. Check-in; Occupancy

a. Students may check in on their assigned date as indicated in their confirmation letter sent out by DHRL. The Director of Residence Life reserves the right to make changes to check-in dates as needed.

b. If you occupy a room with permission from the University prior to the start of the early check-in period, then for each day of occupancy during that period, you will pay a room charge equivalent to the daily room charge.

c. Requests to move to another room within the on-campus housing facility during the Contract Period will be granted at the sole discretion of the University. All transfer requests must be submitted in writing to the DHRL. All room transfers must be confirmed in writing prior to a move taking place.

8. Check-out; Vacating Room

a. For the long semester, fall and spring, except as provided below with respect to graduation, you must check out by 12:00 noon on the day following the last final examination during the Contract Period.

b. You must follow the University's check out procedures to receive clearance to check out. Failure to follow these procedures will obligate you to pay a \$100 Improper Check Out Fee for unauthorized checkout in addition to any fees assessed by DRHL.

c. If you fail to check out by the last day of the Contract Period or within 24 hours after you withdraw from the University, then (i) you will be charged for each additional day until you check out, at a rate equal to 1.5x the daily room charge for each day of the holdover period; and (ii) you shall indemnify the University and prospective residents of University housing for damages, costs and expenses arising out of, or related to, your failure to complete a timely check out, including, without limitation, lost revenues, lodging expenses, and attorneys' fees.

d. If you graduate at the end of the fall or spring semester, you may stay in your assigned room without additional charge through the date of the University commencement, however, you must (i) submit a written request to stay to DHRL not later than five days prior to commencement, and (ii) you must check out by 12:00 noon on the next day following commencement.

9. Care of Facilities; Equipment; and Animals

a. You are responsible for keeping your room in a neat and orderly fashion at all times. You shall not cause or permit to be caused damage or alterations to the room, furniture, or equipment. You shall pay to the University promptly on demand all costs associated with the repairs arising out of or related to your failure to comply with the foregoing requirements.

b. You agree to be liable, jointly and severally, for damages or other loss that you or your guest(s) cause to University housing, your room or any furniture, appliances, or equipment, except for ordinary wear and tear. Title to the damaged property will remain with the University. You will be charged on a prorated basis for damage to public areas of University housing, if reasonable evidence exists that students residing in your area are responsible for the damage. You shall pay all such amounts to the University promptly on demand.

c. No open flame or open heating element devices are permitted. Please consult the Resident Handbook (www.utrgv.edu/housing) for a detailed listing of permitted appliances.

d. No animals are allowed in University housing. Only Service Animals and University approved Emotional Support Animals may be allowed. Compliance with restrictions for animals as per DHRL policies is required.

e. You agree to clean and sanitize shared amenities within your unit to minimize the spread of communicable diseases. All residents share responsibility for the care of their room and housing unit.

f. The number of guests allowed in a room may be reduced to address campus response to communicable diseases.

g. Students' ability to use meeting spaces, study rooms, TV Rooms, community kitchens, gyms and other common areas in residence halls and apartments may be limited or closed to mitigate the spread of communicable diseases at the discretion of DHRL.

10. Conduct

a. The University Regulations set out the community standards and policies expected of residents. A full listing of University policies is available in the Resident Handbook. Violations of any of those community standards and policies may result in termination of your license and/or disciplinary action under the campus judicial disciplinary process.

b. In the event that the University is prevented from completing the performance of any obligations under this Contract by an act of God or any other occurrence whatsoever that is beyond the control of the University, the University shall be excused from the performance of such obligations to the full extent authorized by law.

11. Fire and Safety

a. Fire safety devices are installed in all rooms. Residents and guests must evacuate any time that a fire alarm sounds. Failure to evacuate may result in disciplinary action, including expulsion and/or the imposition of monetary charges against violators. Tampering with fire safety equipment is a violation of state law and University Regulations and may result in disciplinary action, including but not limited to removal from University housing, expulsion from the University, sanctions, fines and/or the imposition of charges for applicable restitution. You may not disconnect, damage, or tamper in any way with fire safety devices. You will immediately report to a University staff member the malfunction of any fire safety device, including smoke detectors or sprinkler heads in your room.

b. Except as otherwise expressly provided by applicable law, the use or possession of fireworks, firearms, any lethal weapons or facsimiles thereof are prohibited in University housing and may subject the violator to disciplinary action, including expulsion from the University. For University policies on concealed carry on campus visit <http://www.utrgv.edu/campuscarry/>.

c. Smoking, firearms, gambling, narcotics, and controlled substances are prohibited in University housing.

d. Solicitation, including door-to-door sales of goods and services, is not permitted in University housing.

12. Rights and Obligations of the University

a. The Contract may not be amended or supplemented except in writing signed by the parties and must be accepted as written. The Contract and all documents incorporated in it contain the entire agreement of the parties. No oral understanding or agreement not incorporated into the Contract shall be binding on either of the parties

b. By entering into this Contract, the University does not waive its sovereign immunity under Texas law. The Contract shall be construed under and in accordance with the laws of the State of Texas. For students residing in Brownsville, Texas all obligations of the parties created by the Contract shall be performed in Cameron County, Texas. For students residing in Edinburg, Texas all obligations of the parties created by the Contract shall be performed in Hidalgo County, Texas. If any one or more of the provisions contained in the 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 thereof and the Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained therein.

c. Capitalized words or phrases used in these terms and conditions have the respective meanings assigned to them in the Contract, unless the context clearly indicates otherwise.

d. University 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 violations of University Regulations. By signing the Contract, you specifically agree to be bound by University's entry policies as they now exist or may hereafter be amended, as set forth in University Regulations.

e. Any duty of the University to remedy or repair conditions materially affecting the physical health or safety of a student is as established by applicable law. Student shall give written notice to the DHRL specifying such conditions upon Student's discovery of such conditions.

f. The University is not responsible for loss or damages to personal property by theft, fire or other casualty, whether such losses occur in a Student's room, public areas, or elsewhere in the Residence Hall or Apartments. Items left in the Student's room or items temporarily stored by the Student in the University storage areas after a student checks out will be disposed of by the University in accordance with University policies then in effect.

g. DHRL will install, change, or re-key a security device on any exterior door or window of a Student's room after receiving a written request from the Student. A charge for labor, materials, overhead and extra keys provided by the Department of Housing and Residence Life shall be paid by you promptly upon delivery of a statement for same from the University, unless such charges are prohibited by applicable law

h. University insurance does not cover the loss of or damage to your personal property. You are not required to buy renters or liability insurance. Insurance is not required but is still strongly recommended. Even if not required, we urge you to get your own insurance for losses due to theft, fire, water, pipe leaks, and similar occurrences. Renter's insurance does not cover losses due to a flood. Information on renter's insurance is available from the Texas Department of Insurance (<https://www.tdi.state.tx.us/>).

i. Loss. Unless otherwise required by law, UTRGV is not liable to any resident, guest, or occupant for personal injury or damage, loss of personal property, or loss of business or personal income, from any cause, including fire, smoke, rain, flood, water leaks, hail, ice, snow, lightning, wind, explosions, interruption of utilities, pipe leaks, theft, vandalism, and negligent or intentional acts of residents, occupants, or guests. Unless we instruct otherwise, during freezing weather you must for 24 hours a day: (A) keep the apartment heated to at least 50° Fahrenheit, (B) keep cabinet and closet doors open, and (C) drip hot- and cold-water faucets. You'll be liable for any damage to our and others' property caused by broken water pipes due to your violating these requirements.

13. Notices

Any notice, request, or other communication required or permitted to be delivered under the Contract shall be in writing and shall be deemed received (a) when actually delivered by hand delivery, facsimile transmission, electronic mail, or overnight courier, or (b) three days after it is deposited in the United States mail, postage prepaid, certified mail, return receipt requested, or (c) emailed and addressed to (1) Student at the address on file with the university; (2) Student's assigned room during the Contract Period; (3) addressed to Student before or after the Contract Period or to Guarantor at the address stated in the Contract, or (4) if to the University, addressed to the University at the Department Housing and Residence Life, 1201 University Blvd., Edinburg, Texas, 78539

The On Campus Student Housing Contract is a legally binding agreement and should be read completely before the student approves the contract. The contract is valid for the specific academic term(s) or the remainder thereof. This online contract is a binding agreement for room and board at The University of Texas Rio Grande Valley (UTRGV).

14. Meal Plan

- a. As a condition of living on campus, all residents must select a meal plan if they live at a Residence Hall (Unity/Heritage/Troxel) or purchase Dining Dollars if they live at an Apartment (Casa Bella, Village).
- b. Meal plans available will guarantee a set amount of meals and include dining dollars. Meal plan rates are inclusive of sales tax. Dining Hall menus are available online at <https://dineoncampus.com/UTRGV>. Eligibility restrictions may apply. Block meal plans offer the flexibility of having a set number of meals per semester. They can be used at the (all-you-care-to-eat) Dining Hall and also offer use of the dining dollars portion at any campus food service venue. Unused meals are forfeited at the end of the semester. The set number of meals is not transferrable to another person. With the exception of the unlimited plan, the Block Plans include five (5) bonus meals per semester. Contact dining@utrgv.edu for additional meal blocks available upon request
- c. The Village Dining Dollars (TVDD) and Casa Bella Dining Dollars (CBDD) DINING DOLLARS: At minimum, apartment resident contracts include the purchase of Village Dining Dollars TVDD for students residing at the Village Apartments and Casa Bella Dining Dollars (CBDD) DINING DOLLARS. Dining Dollars are a declining balance plan that can be used at food service locations on campus (Dining Hall, Student Union Food Court, The Market Convenience Stores, food kiosks, etc.). The food purchase is reduced from the balance available. To view balances and transaction history, login to the VOne Card GET portal at <https://get.cbord.com/utrgv/full/prelogin.php>. Unused balances roll forward from Fall to Spring semester and lapse at the end of the Spring semester. Dining Dollars are not transferrable to another person.
- d. GENERAL: Residents must present their University issued identification card (V OneCard) to utilize their plan at each food service location. If no meal plan is selected during the application process, the 220 block plan will be the default. Changes to meal plans are only allowed prior to the official census date of each semester.
- e. Cancellation: Residents who cancel their room contract will be financially responsible for the pro-rated portion of their meal plan based on the number of days of plan activation and actual usage of dining dollars. Residents are to pay all room and meal fees in full prior to moving in. Students may select the "Institutional Payment plan" (IPP) which allows a resident to pay for room charges in payments. The IPP is available to any student unable to pay the full amount or partial amount due by the university due dates. (Note: This is not available for summer sessions.) The application is now available online at [ASSIST](#) under the UTRGV My Finance Tab, Payment Plan Links. Visit <https://www.utrgv.edu/cas/dining-services/> for latest meal plan prices

15. Obligations and Agreements of Student and Guarantor

The University grants Student a license to use the room the University assigns to Student as Student's temporary residence during the Contract Period, subject to the following terms and conditions.

- a. You agree to pay all Contract charges when due and to comply with and abide by the provisions contained in this Contract, the Rules and Regulations of the Board of Regents of The University of Texas System, The University of Texas Rio Grande Valley Code of Student Conduct, The University of Texas Rio Grande Valley Alcohol and Other Drug Policies, The University of Texas Rio Grande Valley Handbook of Operating Procedures, the Resident Handbook, and all other University rules and regulations that may now or in the future come into effect governing student conduct or pertaining to the University residences (individually and collectively called the "University Regulations").

b. You acknowledge and agree that the rates and fees set out in the Contract are subject to change by legislative action, as are University Regulations and policies affecting the Contract. Changes and additions to the rates, fees, University Regulations and policies shall be officially announced and/or posted, and the announcement or posting constitutes actual notice to you. Changes and additions to the rates, fees, University Regulations and policies affecting the Contract become effective and binding at the first date of posting or official announcement, unless otherwise specified therein.

c. You agree not to sell, transfer or assign this Contract.

d. You agree that if you violate any of the terms or conditions of the Contract, or if the University determines that you have (i) disregarded the community living standards, including roommate contracts agreed upon by both roommates, or (ii) accumulated a history of delinquent payment to the University, then, the University may terminate your contract and/or refuse to offer you a housing contract in the future.

e. You agree that if you are found by the University to be in violation of the Contract or of any of the University Regulations, you will be subject to University disciplinary action and may be required to withdraw from University housing. If the University requires you to withdraw from University housing, your contract will be automatically cancelled and you will be charged \$1000.00 as an early termination fee, in addition to all other unpaid charges accrued under the Contract through the date you check out.

f. You agree that if your actions are disruptive to the use and enjoyment of University housing facilities by other students, or if you fail to adjust to a community living environment, you will be subject to University disciplinary action, you may be required to change residence, and you may be required to withdraw from University housing. If the University requires you to withdraw from University housing, your license will be automatically cancelled and you will be charged \$1000 as an early termination fee, in addition to all other unpaid charges accrued under the Contract through the date you check out.

g. I recognize that there are risks involved in residing in University Housing. Despite these risks, I have chosen to live in University Housing during the academic year. My decision to do so is voluntary, and I assume all risk associated with doing so.

h. I agree that the University may take measures necessary to protect the health and safety of the university community; and that I will comply with UTRGV Public Health Guidelines.

16. Method and Effect of Signing This Contract

a. For All Students: Student will sign this Contract electronically by taking the following steps: (1) you will enter your UTRGV credentials through the My.UTRGV.Edu portal; and (2) select the housing icon, navigating to Housing Portal (3) Student will then review information in Housing Portal provided to you, complete all sections and select the box indicating you agree to all Contract terms. By taking these steps, Student (1) certifies he/she has read this Contract in full and understands and agrees to all its terms and conditions; (2) agrees to pay all charges arising under this Contract and any extension thereof when due and in accordance with the regulations of The University, together with all fees and other costs for the collection of any amount not paid when due as specified herein; and (3) acknowledges the University will not grant the license described herein unless personal guarantee of payment of all charges or obligations under this Contract is made by you.

17. Agreement to Terms and Conditions

By virtue of my clicking the “I Agree” button below, {EntryName} declares that I understand and accept all the terms, conditions and obligations set forth in this contract and application. The execution of this contract by Student constitutes your acceptance of the Contract for the {TermName}.