

# Odessa College Student Housing Agreement 2018-2019

Name \_\_\_\_\_

Last	First	Middle	School ID#
------	-------	--------	------------

<u>Student Apartment/Residence Hall</u>	<u>Housing Rate</u>
Century Commons 2BR Apartments w/ Meals	\$3100 per semester
Century Commons 4BR Apartments w/ Meals	\$2900 per semester
Wrangler Hall w/ Meals	\$2000 per semester

I hereby contract for room in a residence hall at Odessa College for the fall & spring semesters of the 2018-2019 school year. I understand that this is a year-long residential agreement and I agree to terms and conditions of this agreement such as:

**TERMS OF AGREEMENT**

- I. **ELIGIBILITY-** Students who reside in Odessa College Student Housing are recommended to take 12 credit hours per semester. However, at minimum students must be enrolled for at least nine credit hours with at least one face to face class setting during the fall and spring semesters. At least three credit hours must be taken during each eight week term. At least three credit hours must be taken during each summer sessions the student wishes to stay in Odessa College Student Housing. Failure to maintain the minimum course load or on-campus class requirements will result in immediate termination of this agreement, unless prior approval is granted by the Executive Director of Student Life or Director of Student Housing.
- II. **PAYMENT PROVISIONS-** Room charges for the current semester of residence are to be paid in full no later than the 12<sup>th</sup> class day during fall and/or spring semesters or the 4th class day during summer sessions. If paying in installments, enrollment in the Odessa College TouchNet Installment program must be made within the same time frame. Semester rates do not include periods between semesters. Each payment must be made on time. If payment is not received on time, a late charge may be assessed and the Cashier's Office will forward the names of those delinquent students to the Student Housing Office where disciplinary action may be taken. Three consecutive late or failed TouchNet Installment payments may result in termination of the housing agreement. If full payment or enrollment in the TouchNet Installment program is not made by the census date of the active semester, the student's agreement shall be terminated.
- III. **UTILITIES-** The College furnishes water, a reasonable amount of electricity, laundry services, basic cable T.V. and internet access to each of the units. Charges for unreasonable amounts of electricity usage will be prorated among the students occupying the suite and shall be due within 30 days of written notice of excess charges. Notices and bills will be sent to the student via email or mail and be charged to their student account.
- IV. **MEALS-** All students living in Odessa College Student Housing must participate in the 19 meals per week plan offered by Great Western Dining. Breakfast, lunch and dinner are offered Monday through Friday in the cafeteria located in the Saulsbury Campus Center. Brunch and Dinner are provided Saturday and Sunday. Students may not opt-out of the meal plan. Meals only apply to the fall and spring semester.
- V. **CONSOLIDATION-** Since the room rate requires two or four students living in the suite, it is sometimes necessary to consolidate students living within a housing suite who have no roommate. When half or more of a suite is vacant, the resident(s) will be given the option of: 1) having someone else in consolidation move into the room or 2) move into another room with a roommate(s) for consolidation. Choosing to remain in a private room is not an option unless otherwise approved by the Executive Director of Student Life or Director of Student Housing. All room changes must first be arranged with the Housing Director before moving is to take place.
- VI. **INTERNET USE-** Internet use in Student Housing is pursuant to the guidelines of the Odessa College Internet Use Agreement. This agreement can be found online and/or at the front desk. This agreement is the responsibility of the residents to read and agree to. IT services, also under the Internet Use Agreement, is allowed to enter the resident's room, either in person or by remote access, to set up the College's network on the student's computer.
- VII. **CANCELATION PROVISIONS-** If a student elects to cancel housing for a term in which was initially reserved for the student, the student must give written notification to Student Housing by: July 1 for the fall term, November 1 for the mid-winter term, December 1 for the spring term, April 1 for the May-semester term and, May 1 for the summer term to receive a full refund of all room reservation charges and a deposit refund. Any requests made after the predefined date will result in the student's deposit being forfeited, however no additional charges will be applied until the first day of the semester or move-in day.
- VIII. **TERMINATION-** The College may terminate this agreement and require the student to vacate the room for any breach or violation of the terms and conditions of this agreement or any supplemental policies and regulations. The student may terminate this agreement by providing a written notice to the Executive Director of Student Life and Director of Student Housing detailing the reasons for termination. Extenuating circumstances may result in the housing rate being prorated and deposit refund being issued, but only after a written appeal has been received and approved by the Executive Director of Student Life and/or designee before the student moves out.
- IX. **TERMINATION PROVISIONS-** All residence hall rooms are rented for the entire fall/spring academic year or summer term. If a student terminates their housing contract during the first 12 days of the Fall/Spring semester, the student is not entitled to a refund of their housing deposit, and in addition will be charged a \$250 termination fee. If a student terminates their housing contract after the first 12 days of the Fall/Spring semester, the student forfeits their housing deposit, and in addition will be required to pay the cost for the entire current semester.

I, the undersigned, do hereby acknowledge that I have read this entire document and agree to the terms and conditions of this agreement, and do hereby agree to abide by and be legally bound to the terms and conditions of this agreement and all supplemental agreements for a room at Odessa College housing.

Signature required on last page

- X. **ROOM ENTRY PROVISIONS-** The privacy of student rooms in College housing will be respected. The College and its officials will abide by the following procedure pursuant to entering and searching a room with the understanding that this procedure in no way limits bona fide law enforcement officers from lawful search. No room shall be entered without knocking and staff identifying themselves.
- A. **ROOM SEARCH** – All room searches by housing staff will be cleared with the Executive Director of Student Life and/or Director of Student Housing unless an emergency or what is believed to be an emergency precludes such a delay. In the event of a search conducted by housing staff, the occupants will be notified of the reason when possible.  
There are two general situations which might precipitate a room search:
1. A clear indication that established rules of conduct, health standards or safety regulations are being violated.
  2. Emergencies which make it necessary for a staff member to search a room for specific information.
- B. **ROOM INSPECTIONS-** Health & Safety inspections are conducted, announced or unannounced, monthly by the housing staff. The College reserves the right to enter any room to make inspections, property inventory, and necessary maintenance repairs.
- XI. **ALCOHOL & DRUGS-** The possession, consumption, sale, or donation of alcoholic beverages is prohibited in or around housing, even if the occupant is of legal age to consume alcohol. Alcoholic beverage containers and alcoholic paraphernalia may not be used for decoration. No alcohol is to be consumed in hallways, parking lots, or yards. The possession, consumption, sale, or donation of illegal drugs is prohibited and cause for immediate termination of this agreement. Occupants or guests in college housing whose conduct is adversely affected by the use of alcohol and/or drugs are subject to disciplinary action.
- XII. **PROPERTY DAMAGE-** The student is liable for any damage to college 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 natural disasters, weather or for normal wear and tear. The student will receive a bill for the full amount of any above-mentioned damages. Rooms will be inspected on a monthly basis for damages and/or malfunction of equipment or utilities. Students residing in a building will be held responsible for the general condition of their community. 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 the College for repair, replacement and/or cleaning charges. 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. All college property must remain in the room that it is assigned, thus bringing extra furniture must be approved by the Executive Director of Student Life and/or Director of Student Housing.
- XIII. **LIABILITY-** The College does not assume any responsibility for loss or damage of personal property as a result of theft, vandalism and/or natural disaster. Renter's insurance is strongly recommended for valuable property.
- XIV. **RULES, REGULATIONS & POLICIES-** It is the responsibility of the resident to read, be aware of, and abide by all guidelines in the Student Handbook and Student Resident Handbook. Handbooks are available online at [www.odessa.edu](http://www.odessa.edu) or a copy can be obtained at the front desk of Century Commons. All federal, state, and local laws must also be followed by all residents.
- XV. **COLLECTION COSTS AND FEES -** In the event the student breaches or defaults on this agreement 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 cost, court cost and attorney's fee incurred by the College as a result of such breach or default.
- XVI. **DEPOSITS -** must remain on file at all times that the agreement is in effect. Deposit refunds, less deduction for fines and damages or fees owed to the College, are processed approximately four to six weeks after the student has vacated their assigned space the following Spring/Fall semester the student acknowledges that they do not intend to return to Student Housing. If this agreement is terminated early by the student, by administrative sanction, and the student moves out of housing during an active term or occupancy, the security deposit will be forfeited.
- XVII. **Campus Carry Policy**  
*This policy is effective August 1, 2017 and is intended to be in conformity with the requirements of Texas Government Code Section 411.2031.*
- Handgun license holders residing in Odessa College residence halls will be allowed to possess handguns on the premise provided that: a.) Such possession is in compliance at all times with Texas statutory law and these rules; and b.) The license holder stores his/her handgun(s) in a College-approved gun safe or in a locked personal vehicle.
  - It is the responsibility of the license holder to supply a college approved gun safe within the residence halls. College approved guns safes must meet the following requirements: 1) be large enough to fully contain all firearms placed in it and provide for secure storage; 2) have exterior walls constructed of a minimum 16- gauge steel; 3) have high-strength locking system consisting of a mechanical or electronic combination or biometric lock, and not a key lock; 4) be certified to/listed as meeting Underwriters Laboratories Residential Security Container rating standards by a Nationally Recognized Testing Laboratory (NRTL).
  - Students who are assigned to a room where a firearm is stored and who are concerned about their wellbeing may request a transfer to another room.

I, the undersigned, do hereby acknowledge that I have read this entire document and agree to the terms and conditions of this agreement, and do hereby agree to abide by and be legally bound to the terms and conditions of this agreement and all supplemental agreements for a room at Odessa College housing.

---

Signature of Student

Date

---

Signature of Parent (if student is under 18 yrs. of age)

Date

---

Student Housing/College Official

Date