



Residence Life Contract 2020-2021

STOP! PLEASE READ BEFORE SIGNING:

1. You must be admitted to Navarro College
2. You must have completed the entire Housing application process. Housing application process includes:
 - ✓ Completed Housing Application has been submitted & reviewed by the Residence Life Department
 - ✓ Paid \$240 Housing Deposit
 - ✓ Passed a background check
3. This contract will not be considered valid until those steps have been completed.
4. You are on this page because you received notification from the Residence Life Department as the final step of the application process.

PLEASE READ THIS DOCUMENT CAREFULLY AND COMPLETELY.

Terms and Conditions

Contract is for full academic year

This contract is an agreement between Navarro College (the "College"), and the individual student (the "Resident") who is identified via the housing office. This contract does not constitute a commitment of admission as a student to the College. This contract may be terminated only under the conditions specified herein. Before entering into this contract, the Resident (and parents and/or guardians) are urged to carefully read this contract. When the residence hall contract is completed electronically and transmitted to The Department of Residence Life, it becomes a binding contract between the Resident (his or her parent or guardian if the student is under 18 years of age) and the College. Completion of this contract is for a space on-campus only and does not guarantee assignment to a particular room, roommate, or residence hall. This contract is binding regardless of the particular residence hall, roommate, or room assignment. By the Resident's electronic signature below, the Resident acknowledges they read and agree to the terms of this contract.^{[[SEP]]}

Housing Provisions:

I. CONTRACT PERIOD:

A. The term of this contract is for the full upcoming academic year, or if entered into after the start of the Fall semester, for the remainder of the academic year. Housing charges do not cover periods between semesters. The College reserves the right to utilize rooms as necessary at any point during the academic year.

B. The Resident may occupy an assigned room beginning on the day the halls officially open until the halls officially close. Failure to properly check into the residence hall as instructed by the College Residence Life department could result in the assignment of the room to another Resident. Further, upon such failure, the College shall have the right to retain the \$230.00 housing deposit (the "Housing Deposit") which accompanied the housing application as liquidated damages. The College shall provide check-in procedures at least one (1) week prior to the required check-in time and check-out procedures at least one (1) week prior to final exams.

C. Any Resident moving into or leaving a hall before official opening or after the closing date must have approval from the Office of Residence Life. Any individual who vacates College housing will be charged an additional improper check-out fee (\$150.00) in addition to the normal housing charges unless they notify the Office of Residence Life.

II. CONSIDERATION OF THE CONTRACT:

This contract is personal and non-transferable. It guarantees the College Resident a license to occupy and use a space on campus (not a particular room, residence hall, or roommate choice). The College reserves the right to make all hall and room assignments and to make any subsequent changes considered advisable or necessary. **Residents are not permitted to assign or sublease their room to any person.** Residents may use rooms for Residential purposes only. Other uses are in violation of College policy and may result in the termination of the contract and/or disciplinary action. This contract is issued only after the College has officially accepted a student for admission.

III. ELIGIBILITY FOR RESIDENCY:

The Resident must be enrolled as a student during their term of occupancy. Each Resident must enroll for 15 hours and maintain 12 hours during their term of occupancy. Housing charges are based on a double occupancy basis and the Resident will share the room with the assigned roommate(s). The Resident shall vacate College housing within 24 hours if they cease to be enrolled in the required number of hours with possible trespass from the property if deemed necessary by the Office of Residence Life.

IV. RESTRICTION OF HOUSING:

The Residence Life Department reserves the right to refuse a request for campus residency to any student who has been charged or convicted of criminal wrongdoing or offenses involving moral wrongdoing or of a serious nature, or who exhibits serious psychological problems. Any Resident who exhibits a continual disrespect for College policies or staff will be referred to the Director of Residence Life for disciplinary action which could lead to the loss of the Resident's eligibility to remain in on campus housing or future housing requests. Navarro College Residence Life may, in its sole discretion, disapprove an applicant if it determines that such applicant is a possible or actual threat to the safety of other students and/or NC employees. The Navarro College Residence Life Department has discretion to disapprove or approve applicants in accordance with these guidelines.

V. DEPOSIT:

The Resident shall deposit two hundred thirty dollars (\$230.00), which is not a housing charge payment, to ensure the performance of this contract by the Resident. The College shall keep and retain the deposit for payment of damages suffered due to the Resident's breach of any terms, conditions and or articles contained herein, or for past due balances with the College. In the event the Resident properly performs all the terms, conditions and/or articles of this contract, the College shall refund the deposit in a timely manner after the effective termination date of this contract. If, however, the College decides to retain all or part of the deposit, the College agrees to provide the Resident with a written description and itemized list for all deductions to which it was applied, and return the balance of the deposit, if any, to the Resident. Students do hereby agree that the College may apply the deposit to cover charges for damage repair, cleaning, and/or any other fees or charges for which the Resident is legally liable under this contract. The Resident shall be responsible for any charges in addition to the amount covered by the deposit. Resident's deposit must remain on file with the College in order to renew a housing reservation for the following summer and/or academic year.

VI. HOUSING CHARGE PAYMENTS:

Housing charges are billed each semester and are subject to change without notice. Each semester's housing charges will be due according to established College fee deadlines. Failure to pay the required housing charges could result in immediate removal from housing, loss of future housing priority, and/or registration and transcript holds.

VII. PAYMENT OF ACCOUNTS:

- A. Housing charges for the Fall and Spring semesters may be made according to the payment schedules set forth by the Navarro College Business Office. Housing charges will follow College tuition payment schedules. Rates are as published on the website and are subject to change as approved by the Navarro College Board Members.
- B. **All housing charges, fees, and damage charges are due immediately upon request and will be considered delinquent if not paid within ten (10) days. Failure to meet financial obligations to the College may result in any or all of the following non-inclusive sanctions: dismissal from the College, withholding future registration privileges, withholding the issuance of an official transcript, withholding the conferring of a degree, and/or barring readmission.**

- C. If amounts become past due, the College reserves the right to report the account to the Credit Bureau. This will also initiate internal collection efforts and could cause the College to employ an outside collection agency to recover the debt. If any collection efforts must be made, the Resident will be required to pay all collection costs, including collection agency fees, legal fees, and other costs incurred in collecting the amounts due.

VIII. REFUNDS:

A. SECURITY DEPOSIT REFUNDS:

All refunds will be issued to the student in the form of a check. Resident hereby agrees that all security deposit refunds to the Resident will be applied to any outstanding debt to the College as follows: 1) first, to past due accounts and future installment payments, 2) next to any other debt owed to the College, and 3) finally to any housing debts.

The Resident shall be refunded the amount in excess of a debt owed to the College in accordance with the refund policy and procedures established by the Business Office of the College.

Deposit will NOT be refunded if student is placed in a room and fails to move in without notifying the Residence Life Office by January 1 for Spring semester or August 1 for Fall semester. Deposits older than 1 year with no student activity will also not be refunded.

B. HOUSING REFUNDS:

All refunds are delivered through a student's College/Beau account. Resident hereby agrees that all refunds to the Resident will be applied to any outstanding debt to the College as follows: 1) first, to past due accounts and future installment payments, 2) next to any other debt owed to the College, and 3) finally to any housing debts.

The Resident shall be refunded the amount in excess of a debt owed to the College in accordance with the refund policy and procedures established by the Business Office of the College.

Refunds only occur when a student is removed from Housing for disciplinary reasons or voluntarily withdraws. At this point, only a pro-rated portion of the meal plan is refundable. The student is still responsible for the full cost of Housing for the current academic semester.

C. EPIDEMIC REFUND POLICY:

Navarro College is committed to the safety and health of all of its students. Recent events in the world with relation to the COVID-19 pandemic should be carefully examined and each student should make their own decisions about health risks before enrolling in college for face-to-face classes, student housing, and other activities that take place in a college environment.

Navarro College may adjust the housing services schedule contained herein, temporarily close, and/or place restrictions on use of housing facilities as necessary in the College's sole discretion to preserve the health and safety of its students and the campus community.

Because Navarro has incurred operating expenses such as staffing, cleaning, and maintenance prior to such national, state or local occurrences above taking place during the semester, the College is not committed to dispersing refunds to students in the event of such temporary closures, restrictions, and/or adjustments to the housing service schedule.

IX. ROOM ASSIGNMENTS:

The Resident is not guaranteed a specific assignment. The College reserves the right to make assignments and reassignments of accommodations as considered necessary.

- A. When single vacancies occur, consolidation may be required. If the Resident does not comply with a consolidation request by the given date, the Resident will be subject to further charges and disciplinary action.
- B. The Resident agrees that any change in room status or changing on-campus facilities may affect the housing/meal charges. Any refund of the overpayment will be refunded according to section [VII. REFUNDS](#). Any additional charges will be assessed to the Resident's account.

- C. The College draws students from many states, nations, races and religions. Each Resident shall respect the rights of all students in College residence halls. Admission to the College and any of its sponsored programs is open to qualified individuals regardless of race, sex, color, religion, creed, national origin or ancestry, age, marital status, sexual orientation, gender identity, disability, or veteran status. Room and roommate assignments are made without regard to race, color, religion, creed, national origin or ancestry, age, marital status, sexual orientation, disability, or veteran status. The Resident's room is assigned according to the date of the deposit. Temporary assignments will be made for a Resident who applied after all permanent spaces have been assigned. The same contract terms will apply to the Resident assigned to temporary space that apply to all other Residents.
- D. Specific roommate requests will be honored when individuals are mutually specified and adequate space exists. The average housing application date of both roommates will be used to make assignments for both individuals. The College does not guarantee that all roommate requests can be arranged. Roommate requests for students in a romantic relationship will not be accommodated.
- E. College reserves the right to withdraw assignments previously made as considered necessary. In the best interest of the community as a whole, the College reserves the right to refuse on-campus housing to students who may have a criminal history, history of behavioral problems, or disruptive/uncooperative conduct.

X. RESPONSIBILITIES FOR THE ROOM:

- A. The College agrees to provide a room in a habitable condition and will make an effort in conjunction with the Resident to create a worthwhile, educationally relevant living experience in an environment suitable for studying and sleeping. Except in cases of the Resident's negligence, the College agrees to make necessary room repairs in a reasonable time. The College agrees to provide internet, hot and cold water in reasonable quantity, and electricity in sufficient quantity to heat/cool the facility according to the heating/cooling system of the residence hall. The College will not be responsible for disruptions in service that are beyond College control. In the event of utility or facility disruptions, housing charges will not be reimbursed. The Resident is highly encouraged to have either renter's insurance or personal property insurance for their belongings while living on campus.
- B. Resident shall neither make nor cause to be made any improvements, additions, or alterations of any kind to the premises. The Resident will be held accountable for the condition of the room (other than normal wear and tear) and all furnishings assigned to that room and will reimburse the College for all damage to or loss of these furnishings and accommodations. The Resident is responsible for maintaining the cleanliness of their rooms and residence hall public areas. Additionally, the Resident shall be held accountable for any abnormal wear, damages, or cleaning in public areas of their hall to include billing of damages to individual Residents when confirmed, as well as billing of damages or abnormal cleaning to living unit groups if damages and/or vandalism can be attributed to a specific floor or a section therein. Determination of the amount of such loss or damage will be made by the College. Failure to pay the assessment may result in a registration, graduation, and/or transcript hold, loss of the housing deposit, and/or loss of future housing privileges.

XI. TEMPORARY ASSIGNMENT ACCOMMODATIONS:

At the beginning of each semester, occupancy may be expanded through the assignment of a Resident to "tripling" of what are normally double-occupancy rooms. A new Resident assigned to permanent spaces as well as returning residence hall students should be prepared to be assigned a third roommate and may not know until their arrival that a temporary assignment has been placed in their room. Temporary assignment spaces are used until regular double occupancy room accommodations become available, which may be the entire semester. Residents who accept over assignment accommodations are bound by all the provisions of this contract. Residents remaining in temporary assignment conditions after the third week of classes will receive a prorated reduction in their housing charges.

XII. PRIVATE ROOMS:

A private room is not guaranteed to any Resident during the academic year. During all semesters, the College reserves the right to require single occupants of rooms to move together in a specific time frame in order to: (1) reduce the cost of utilities, (2) facilitate cleaning, (3) make space available for the housing of special groups, or (4) support the private room policy. (Refer to section [X. \(A\). ROOM ASSIGNMENTS](#)).

XIII. HALL CHANGES:

Hall changes are made based on availability. Residents changing halls during the contract period, from a less expensive to a more expensive hall, will be required to pay the difference in housing charges. If the move is to a less expensive hall, the housing fee difference will be refunded to the student. Residence Life staff must first approve the request before the move(s) can take place. Residents who move prior to receiving written approval may be subject to a \$100.00 charge and disciplinary procedures.

XIV. ROOM CHANGES:

A Resident may request relocation to another room within the same residence hall, at times specified by the College, throughout the year. Residents must submit Room Change Requests forms to Residence Life Office. Residence Life staff must first approve the request before the move(s) can take place. Residents who move prior to receiving written approval may be subject to a \$100.00 charge and disciplinary procedures. At times, Residence Life may need to move Residents for various reasons. Residents will be given prior notice to turn in their key and vacate their room when deemed necessary.

XV. RENEWAL OPTION:

All eligible Residents may renew their contract each academic year during the contract renewal period in the Spring. The entire housing deposit will be transferred each semester if the Resident remains enrolled and lives in a College residence facility. All Residents choosing the renewal option agree to be bound by all policies, terms and conditions of this contract. Residents may be denied future contracts based on past behavioral incidents or new background check results that are in violation of the current background check policy.

XVI. TERMINATION OF CONTRACT:

- A. This contract is binding for the full academic year.
- B. Upon official resignation from the College, Resident will be held to the terms outlined in this contract. Housing charges will be assessed for the remainder of current semester. Board plan will be refunded at a prorated rate for the remainder of the semester.
- C. Once a Resident takes possession of the room and room key (i.e. during the Housing check-in process), the Resident is responsible for the total cost of the room portion of the room/board costs regardless if the Resident chooses to move out on his/her own or is removed from Housing for discipline reasons.
- D. A Resident who remains enrolled in the College, but moves out of College housing will be held to the terms outlined in this contract. Housing charges will be assessed for the remainder of current semester. Board plan will be refunded at a prorated rate for the remainder of the semester. Any funds owed to the Resident will be refunded according to section VII. Refunds.

XVII. TERMINATION BY THE COLLEGE:

The College may terminate this contract and take possession of the room for violation of this contract, College rules, regulations, or policies. If the College requires the contract to be terminated for behaviors including, but not limited to, violations of the Code of Student Conduct and Discipline, the room deposit will be refunded granted no fees are owed to the College. The Resident may terminate this contract only through completion of the terms set forth herein. In such cases, the Resident will be required to vacate the room within 24 hours after notification of such action by the College, or sooner, if in the opinion of the Director of Residence Life or designee, there is a threat to the welfare of persons or property. When the Director of Residence Life or designee believes that the continued presence of a Resident in the residence halls poses a continuing danger to persons or property or presents a threat of disrupting the normal operations of the Residence Halls, the Resident may be removed from campus housing immediately. A Resident who is removed from a Residence Life environment for behavior not in keeping with this contract may be criminally trespassed from the Residence Life areas. All Residents removed from the Residence Life program will not be allowed to return for two (2) full academic years.

XVIII. BACKGROUND CHECKS AND CRIMINAL HISTORY:

By signing this contract the Resident grants the College the right to conduct a criminal background check on the Resident at any time, either prior to room assignment or during the term of this contract. The College reserves the right to deny a Resident a room or immediately remove a student from College Housing based on information obtained in a criminal background check, including, without limitation, when the Resident is a registered sex offender (whether public or

nonpublic). This provision should not be interpreted to impose a duty on the College to run a criminal background check on any Resident.

XIX. BREACH OF CONTRACT:

The Resident will be considered in breach of this contract for, but not limited to: violation of policies and regulations referred to in this contract, failure to make payments as scheduled, or for failure to abide by the terms and conditions of this contract. Nothing herein shall be considered a limitation or derogation of the College's right to terminate this contract under section [XVII. TERMINATION OF CONTRACT](#).

XX. ROOM ENTRY:

The College reserves the right to enter a Resident's room at any time for the following reasons: to conduct periodic maintenance, custodial, and safety checks; to perform necessary maintenance; when the College reasonably believes any person(s) occupying the room may be physically harmed or in danger; and when the College reasonably believes that College rules, regulations, and/or policies are being violated. When College officials enter a Resident's room, the College officials may perform administrative searches of Residents' personal property in the room and will request access to any locked storage containers.

XXI. PERSONAL PROPERTY INSURANCE / PERSONAL INJURY:

Although reasonable steps are taken to maintain all College facilities and grounds and to provide adequate security, the College does NOT assume responsibility for loss 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 Resident, guest or invitee of any student Resident, which occur in its buildings or on its grounds, prior to, during or subsequent to the period of this contract.

*The College maintains **NO** insurance for personal property loss for a Resident, and therefore, it is recommended that the student consider insuring valuable property.*

XXII. APPLICABLE POLICIES AND REGULATIONS:

Upon acceptance of the contract, the Resident is subject to policies, rules, and regulations as published in the [Residence Life Handbook](#), [Navarro College Catalog](#), [Student Handbook](#), all other publications of the College are considered part of this contract. In the event of a conflict in published policies, the provisions of this contract will govern. Copies of these publications are available and posted on the College website.

XXIII. FINANCIAL AID:

The College will apply financial aid (scholarships, loans, grants, etc.) against the Resident's housing charges owed to the College including unpaid balances, despite any payment plan option elected by the Resident or conflicting contract terms or references herein. Funds are applied to academic cost first (tuition, books, and fees) and then any leftover funds will be applied to the cost of Housing.

XXIV. RELATIONSHIP OF PARTIES:

This contract creates a license to occupy and use a room assigned to the Resident as the Resident's temporary residence during the term of this contract and is not a lease of College property. No landlord/tenant relationship shall be construed between the College and the Resident.

XXV. CASUALTY LOSS:

If the premises or any part thereof are damaged or destroyed by fire or other, the College shall have the option to rebuild or replace such damage or to terminate this license to occupy and use a room. If the College should elect to restore the premises, the College shall not be liable for any inconvenience or annoyance caused to the Resident arising from necessary repairs.

XXVI. WAIVER AND INDEMNITY:

With the exception of those claims arising out of the College gross negligence or willful misconduct, the College shall not be liable to the Resident, or those claiming through or under the Resident, for any loss or damage to any property or person occasioned by theft, act of God, public enemy, injunction, riot, strike, insurrection, war, court order, requisition,

pandemic, or order of governmental body or authority or any similar matters. Student shall indemnify, defend, and hold College harmless from and against any and all fines, suits, claims, demands, losses, liabilities, actions, and costs (including attorney's fees) arising from a) any injury to person or damage to property caused by any act, omission, or neglect of student, student's agents, servants, employees, or invitees, b) student's use of the facilities under the agreement or conduct of student's business, c) any activity, work, or thing done, permitted or suffered by student under the agreement, or d) any breach or default in the performance of any obligation on student's part to be performed under the terms of the agreement.

XXVII. CONFLICTING PROVISIONS:

The College has the right to determine when provisions of this contract are violated and to determine the appropriate course of action. If any section or subsection of this contract is ruled to be illegal or invalid, this will not affect the validity or enforceability of the remaining provisions of the contract.

XXVIII. GOVERNING LAW:

The validity of this contract and all matters pertaining thereto, including but not limited to, matters of performance, non-performance, breach, remedies, procedures, rights, duties, and interpretation or construction shall be governed and determined by the Constitution and the laws of the State of Texas. Any lawsuit to enforce this contract must be brought in Navarro County, Texas.

Meal Plan Provisions:

I. DINING PLAN REQUIREMENT:

Each student that is also a Resident will be required to purchase a College dining plan (18 Meals per week, or 15 Meals per week) for the full academic year (or remainder of the academic year for those that apply for Housing after the beginning of the fall semester). By default, all Residence Life students will be placed in the 18 meal plan option. If the Resident would like to choose the 15 Meals they may do so by emailing Dining Services within two weeks of the beginning of the semester at the following address: dining@navarrocollege.edu.

II. TERMINATION:

IN THE EVENT THIS CONTRACT IS TERMINATED FOR ANY REASON PRIOR TO THE END OF THE ACADEMIC YEAR, IT WILL NOT TERMINATE THE DINING PLAN CONTRACT. A RESIDENT MUST TERMINATE THE DINING PLAN CONTRACT BASED ON THAT CONTRACT. It is the student's responsibility to cancel or modify their dining plan upon early termination of this contract.

AGREEMENT TERMS AND CONDITIONS*

I acknowledge receipt and review of the Residence Hall Contract and agree to the terms set forth in the contract. I understand that a PDF of the Residence Hall Contract is also made available to me online at residence.navarrocollege.edu/contract.

By my electronic signature hereon, I certify that I have read this Navarro College Housing Residence Hall Contract and agree to abide by the contract in its entirety.

I understand that this is my agreement to live in the residence halls until the end of the semester.

