

THE UNIVERSITY OF TEXAS OF THE PERMIAN BASIN
Department of Student Housing

On-Campus Housing Contract Terms and Conditions
2025-2026

These Terms and Conditions are incorporated by reference as a part of the Student On-Campus Housing Contract (“Contract”) by and among The University of Texas of the Permian Basin (“University”), the Student and (if applicable) the Guarantor identified in the Contract. As used in these Terms and Conditions, the term “you” means the Student and any Guarantor of the Contract, jointly and severally.

I. OBLIGATIONS AND AGREEMENTS OF STUDENT AND GUARANTOR.

- A. You agree to pay when due the Housing Fee and all other charges payable under the Contract and to comply with all provisions of the Contract. This is a binding contract of the parties.
- B. You agree to comply with all terms and provisions of (i) the University’s General Information Catalog, (ii) the University’s Student Housing Guide, (iii) the Rules and Regulations of the Board of Regents of The University of Texas System, and (iv) all other University rules and regulations that may now or in the future come into effect governing student conduct or pertaining to University campus housing (individually and collectively, the “University Regulations”). Changes to the University Regulations will be officially announced and/or posted and become effective and binding at the first date of posting or official announcement, unless otherwise specified therein.
- C. You acknowledge and agree that the University Regulations and the Housing Fee and other charges payable to the University under the Contract are subject to change by legislative action.
- D. You agree not to sell, assign or transfer your interest in the Contract.
- E. You agree that if you are found by the University to be in violation of the Contract, or if the Student’s actions are disruptive to the use and enjoyment of University’s campus housing by other students, the University may terminate the Student’s license in the Unit, subject the Student to disciplinary action pursuant to the University Regulations, require that the student relocate within or withdraw from University’s campus housing, refuse to allow the Student into University housing in the future, and enforce any other remedy available under applicable law. If the University terminates the Student’s license to use the Unit, you remain responsible for the Housing Fee and other charges payable under the Contract.
- F. You agree to promptly advise the University in writing of any change of address, student identification number or telephone number. Failure to promptly provide this information can result in the assessment of charges and/or cancellation of the Student’s license under the Contract.

II. CONDITIONS OF CONTRACT. This contract is offered on the condition that you are admitted to the University. This Contract does not guarantee you have been admitted to the University. Only the Office of Admissions can grant admission to the University.

- A. You must be a registered student actively pursuing a degree at the University to be eligible to live in Student Housing. Undergraduate and graduate students must be enrolled in a minimum of six semester credit hours and registered by August 1.
- B. Registered Sex Offenders are prohibited from working or living in Student Housing and Student Housing will not be provided to, or required of, any Registered Sex Offenders. Registered Sex Offenders are prohibited from being present in the area of Student Housing.

III. SECURITY DEPOSIT. The Student submitted a Security Deposit at the time of his or her initial application for campus housing. If the Student is not accepted as a Student at the University or is not returning to live in campus housing for the next academic term, then within thirty (30) days of denial of admission or check-out, as applicable, the University will refund the balance of the Security Deposit after deducting any unpaid charges under the Contract, such as, e.g., charges for damages to the Unit, the Cancellation Fee described in Section IV, or any balance owing under a Housing Fee payment plan. The Student is responsible for arranging check-out with the Student Housing Office. A representative of the Student Housing Office will assess damages to the Student’s Unit during the checkout period, which inspection the Student may observe. You will be responsible for any charges for any days of holdover occupancy in the Unit or other campus housing after expiration of the Contract Period, and for damages to the Unit in excess of the amount of the Security Deposit. The University shall have no obligation to refund any portion of the Security Deposit unless you have provided a written forwarding address to the University. No interest is payable on the Security Deposit.

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IV. CANCELLATION PROVISIONS. You are responsible for paying the full Contract Rate for the entire Contract Period, unless the Contract is cancelled in accordance with one of the provisions below. Depending upon the circumstances of your cancellation, you may be assessed a fee ("Cancellation Fee") for cancellation of this Contract.

A. Cancellation Before the Start of the Contract Period: Before June 1, you may cancel this Contract for any reason by providing notice of written cancellation to the Student Housing Office to housing@utpb.edu in accordance with Section XX below. After June 1, a student may cancel for any of the following reasons as indicated in writing to the Student Housing Office in accordance with this contract:

- Experiences a life changing event that presents a significant change to family circumstances;
- Has a documented disability or medical condition requiring accommodations that the University in unable to provide; or
- Enters into military service or receives orders for active duty military service during the Contract Period.

The effective date of cancellation is the date your notice of cancellation is received by the Student Housing Office. The table below lists the Cancellation Fee you will have to pay if you cancel your Contract before the beginning of the Contract Period:

Academic Year 2024-2025 Returning Students

<i>Cancellation Fee</i>	<i>Effective Date of Cancellation (Fall-Spring)</i>	<i>Effective Date of Cancellation (Summer)</i>
No Fee	Before June 1 st	Before April 1 st
\$100	June 1 st -June 30 th	April 2 nd -April 15 th
\$200	July 1 st -August 1 st	April 16 th -May 1 st
\$700	After August 1 st	After May 1 st

Academic Year 2024-2025 New Applicants

<i>Cancellation Fee</i>	<i>Effective date of Cancellation (Fall)</i>	<i>Effective Date of Cancellation (Spring)</i>	<i>Effective Date of Cancellation (Summer)</i>
No Fee	Before June 15 th	Before November 1 st	Before April 1 st
\$100	June 16 th -July 15 th	November 2 nd -November 15 th	April 2 nd -April 15 th
\$200	July 16 th -August 1 st	November 16 th -December 1 st	April 16 th -May 1 st

B. Cancellation During the Contract Period: University may cancel this Contract as provided in this Contract:

- If the Student voluntarily withdraws from the University after the start of the Contract Period, is dismissed from the University for poor academic performance, or the University terminates the Student's license for breach of the Contract, the Student must immediately check-out and withdraw from campus housing. In such case, you are not entitled to any refund of the Housing Fee, you remain liable for all other charges accruing under the Contract, and you forfeit the Security Deposit. Any unpaid balance of the Housing Fee being paid pursuant to a payment plan will become immediately due and owing.
- In the event the University terminates this Contract for casualty or other cause not the fault of the Student, the University will, as it determines equitable under the circumstances, refund all or part of the Housing Fee and Security Deposit.
- If you graduate from the University at the end of the fall semester, you must notify the Student Housing Office on or before October 15th of the fall semester. When the Registrar confirms your graduation, you will be required to pay the University all charges accrued under the Contract through the end of the fall semester. If you graduate at the end of the fall semester and do not notify the Student Housing Office, you will pay all charges accrued under the Contract Period through the end of the fall semester plus the Cancellation Fee.

C. Adjustment or Termination of Contract During Emergencies

- 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 amount of time as the closure to address the loss of use of University housing and to provide for future use. The University may but is in no event obligated to provide alternative housing to the Student or to rebuild or replace any affected premises. In the event the University provides alternative

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or emergency housing, additional terms may apply. Please note that if the Student initially had a scholarship that covered housing fees, the amount will be credited back to the original form of scholarship.

V. GENERAL RULES OF OPERATION.

- A. It is the policy of the University to assign roommates without regard to race, religion or national origin.
- B. The University reserves the right in its sole discretion to make changes in the Student's Unit assignment, and the University shall have no obligation for any related costs incurred by you.
- C. No smoking, candles or open flames are permitted inside the Unit or any University campus housing building.

VI. OCCUPANCY.

- A. If the University places the Student in temporary space in campus housing prior to allowing Student to take occupancy of the Unit, all provisions of this Contract are applicable to such temporary space.
- B. Completion of any portion of the check-in procedure (such as acceptance of a Unit key or placement of personal belongings in a Unit) constitutes occupancy of the Unit by the Student.
- C. If the Student is graduating, the University will allow the Student to remain in the Unit or other temporary space until the Monday following conclusion of final examinations.

VII. CARE OF FACILITIES, EQUIPMENT, INSPECTION, PETS.

- A. The Student must maintain the Unit (including the equipment and fixtures) in a neat and orderly fashion at all times. University security and Student Housing personnel may enter the Unit at any reasonable time for any reasonable purpose, including, without limitation, maintenance and repair of the Unit, health and safety checks of the Unit, and to determine Student's compliance with applicable law and the provisions of this Contract.
- B. University will make reasonable efforts to use a minimum of two authorized employees or agents to conduct entries into the Unit, but such is not required during emergency situations.
- C. You are responsible for all damage that you or guests cause to the Unit, any common area of the campus housing facility, or to any other University property, normal wear and tear excepted. You agree to reimburse University upon demand for all such damage.
- D. Pets are permitted in designated units only, and must be registered with the Student Housing Office. The pet will not be allowed on campus until all documentation has been received, and the pet deposit and fee have been paid. Those individuals who require the physical assistance of a specially trained animal or an emotional support animal may apply for accommodations with the Testing Services and Academic Accommodations Office. If unauthorized pets are found in the Unit, you will be charged until the pet is removed, plus all applicable cleaning fees. Assessment of this charge does not constitute University's consent for the pet.
- E. No heating or cooking appliances are permitted in the Unit or University housing facilities, save and except for those appliances provided by the University or expressly permitted by University Regulations.
- F. You may not install air-conditioning units or evaporative cooler units in the Unit.

VIII. USE OF EXPLOSIVES, WEAPONS OR HARARDOUS CHEMICALS. Except as otherwise expressly authorized by state or federal law, you may not possess or use any type of explosive, firearm, imitation firearm, ammunition, hazardous chemical, or weapon (as defined by State or federal law) on University's campus or on any other property owned, leased or controlled by the University.

IX. SOLICITATION. The University Regulations forbid solicitation in University campus housing. Occasional sales or offers of sales of goods or services that otherwise comply with state law and municipal ordinances and are conducted in the privacy of a resident's Unit when the resident has given specific invitation in advance for sales persons to come to the resident's Unit for that purpose are not considered to be solicitation. However, sales or offers of sales of goods or services within a Unit on a continuing or scheduled basis, whether by a resident or by any other person, are not allowed. No door-to-door sales or offers of sales of goods or services are allowed in or around campus housing facilities.

X. PROHIBITED CONDUCT. You will comply with all applicable state and federal criminal and civil laws, rules, and regulations, including without limitation statutes prohibiting gambling and the use or possession of alcoholic beverages, narcotics, and controlled substances. All such laws, rules, and regulations are enforced on the University campus.

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XI. REPAIRS. The University's duty to remedy or repair conditions in the Unit materially affecting the physical health or safety of a student is as established by applicable law. The Student must give written notice to either the Student Housing Director or a Resident Assistant on duty specifying any such conditions promptly following the Student's discovery of such conditions.

XII. CHECK-OUT. An authorized representative of the Student Housing Office must inspect the Student's Unit before the University will issue a clearance for the Student's checkout from campus housing. If the Student fails to follow the University's required checkout procedures, you will be assessed a charge to cover administrative costs. Before checkout, the Unit must be thoroughly cleaned, including the furniture, bathrooms, kitchen appliances, windows, and mini blinds. If you fail to clean the Unit in accordance with the University standards, then the University will deduct from your Security Deposit the reasonable charges to complete such cleaning, and you will be responsible for any costs in excess of the Security Deposit. Reasonable charges for cleaning by the University shall include without limitation, charges for cleaning carpets, furniture, walls, and other areas in the Unit that are soiled beyond reasonable wear, plus any utility expenses incurred because of such cleaning.

XIII. PERSONAL PROPERTY. The University is not responsible for loss or damages to personal property by theft, fire, or other casualty, whether occurring in the Unit or elsewhere on the University campus. You are strongly urged to secure insurance to cover your personal belongings. The University will remove any items left in the Unit after checkout. If you have provided a forwarding address to the University, then you will be notified and given 30 days from the date of the notice to claim the items. You hereby authorize the University to trash or otherwise dispose of any item not claimed during such thirty day period, in accordance with the University Regulations then in effect.

XIV. LOCKS AND KEYS. The University will change or re-key a security device on any exterior door or window of the Student's Unit after receiving a written request. You will pay a charge for labor, materials, overhead and extra keys provided by the University promptly upon delivery of a bill from the University, unless applicable law prohibits such charges. Once installed, a security device becomes a fixture of the Unit and may not be removed without the prior written permission of the University.

XV. FORCE MAJEURE. If the University is prevented from completing performance of any obligations under this Contract by any circumstance beyond its reasonable control, then the University is excused from the performance of its obligations to the extent allowed by law and may cancel this Contract upon prior written notice to you.

XVI. FIRE SAFETY. Fire safety devices are installed in all University campus housing facilities. All residents and guests must evacuate campus housing facilities whenever a fire alarm sounds. Failure to evacuate may result in disciplinary action, including expulsion. The Student will not disconnect, damage, or tamper in any way with fire safety devices, including smoke detectors. Tampering with fire safety equipment is a violation of state law and University Regulations, and may result in disciplinary action, including expulsion, and may subject you to liability for damages, civil penalties, and attorney's fees. The Student will immediately report to a member of the Student Housing staff the malfunction or inoperative state of smoke detectors in the Unit or any other fire safety device in the campus housing facility.

XVII. AMENDMENT OF CONTRACT. No alteration or amendment of the terms of this Contract shall be valid unless made in writing and signed by an authorized officer of the University and you. The Contract and all documents incorporated into the Contract contain the entire agreement of the parties and no oral understanding or agreement not incorporated into this Contract shall be binding on any of the parties.

XIX. TEXAS LAW APPLIES. 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 Ector County, Texas. Nothing in this Contract is deemed a waiver of University's sovereign immunity.

XX. NOTICES. Any notices, requests or other communication required or permitted to be delivered under the Contract shall be in writing and shall be deemed received when actually delivered by hand delivery, facsimile transmission, overnight courier, or United States mail, postage prepaid, certified mail, returned receipt requested, and addressed as follows:

UTPB Student Housing
4901 East University
Odessa, TX 79762