

# Southern Methodist University

## PLEASE READ THIS DOCUMENT CAREFULLY

This is a legal and binding agreement between the student and the University!

### Housing License Agreement for On-Campus Living 2023-24

(rev. date Dec 2022)

#### PARTIES AND AGREEMENTS

- A. This Housing License Agreement is an agreement between Southern Methodist University (the "University"), and the Student. If the Student is under 18 years of age, this Housing License Agreement is also an agreement between the University and her/his parent(s), guardian(s), or other guarantor(s). The Student must be enrolled at the University in order to live in residential facilities. The Student agrees to accept and abide by the rules and regulations of the residential facility to which the Student is assigned.
- B. This Housing License Agreement is personal and does not convey a legal interest in real property. This Housing License Agreement may not be assigned to any person or entity, including, but not limited to sorority or fraternity housing, nor to any other University department, organization or person. The Student's assigned space may not be sublet or otherwise placed in occupancy, control, or care of another person or entity. Only those persons listed on the housing application may reside in the assigned space. Students may occupy space for residential purposes only. Other uses are in violation of University policy and may result in termination of the Housing License Agreement and/or disciplinary action.

#### RESIDENCY REQUIREMENT

- A. University policy requires all first and second year undergraduate Students to reside in on-campus housing. New first-year Students are required to live in a Residential Commons. Second year Students may live in Residential Commons or Upper Division Housing, or fraternity/sorority housing with approval. New Transfer Students who are under 20 years of age on the first class day of the Fall 2023 semester are required to live on-campus for one year.
- B. Residency-required Students who enroll at the University will be administratively assigned and charged for housing if no Housing License Agreement or approved residency exemption is on file. Residency required Students who fail to enroll in University housing will receive the housing fees, but will not be assigned a space with a bed unless requested.
- C. Exemptions to the Residency Requirement may be requested on the basis of hardship due to financial need, medical/disability reasons or personal circumstances. To be considered for an exception, the Student must submit an application for housing and a Residency Exemption Request and meet the established criteria. The Residency Exemption Request must be submitted by June 1 for all new students and May 15 for all returning students and January 5, 2024 for Spring semester consideration.

#### LENGTH OF HOUSING LICENSE AGREEMENT

- A. This Housing License Agreement is for one full academic year (Fall and Spring semesters) or any remainder of the academic year if submitted after the year begins.
- B. Exceptions for a "Fall Only" Housing License Agreement will be made for Students participating in University-approved Study Abroad, Engineering Co-op program, Student teaching in Spring semester, or for Students graduating in December. (Subject to verification)

#### FINANCIAL RESPONSIBILITY, PAYMENT AND FEES

- A. **Non-Refundable Advance Housing Deposit:** Incoming Students must pay the \$100 non-refundable advance housing deposit which is included in the University admission deposit. This non-refundable deposit is applied to the Student account. In the event a Student does not attend SMU, a deposit forfeiture charge is applied to the Student account.
- B. **Payment:** Room charges are billed to the SMU Student account each semester prior to the start of the term. Charges are due and payable prior to the beginning of the term according to established SMU policies. The University reserves the right to change all rates at the beginning of a fiscal year (June 1.)

- C. **Room and Board Fees:** The Student agrees to pay all required room and board fees. Room and board fees are billed to the Student Account, along with tuition, and may be paid to the Bursar's office prior to the start of each term. Room and Board Payment has the same due date as tuition. Room and board fees are set by the Board of Trustees. Failure to pay room and board fees when due may result in actions including, but not limited to, late payment fees, removal from campus housing, cancellation of registration, withholding of grades, diplomas, and transcripts, and/or refusal to permit future registration. Room and board fees are non-refundable and Students will not receive a credit for housing during any period of time when on-campus housing is closed due to a campus emergency or circumstances beyond the control of the University, including but not limited to: weather; interruption of utilities; war; fire, flood, or other acts of God; or strike or work stoppage, infectious disease, including, but not limited to COVID-19 or other pandemic, whether determined by the University or other public health authorities, subject to SMU policies and procedures.
- D. **Cancellation Penalty:** Cancellation of the Housing License Agreement and assignment may result in a financial penalty (see Cancellation Release & Termination).

### **MEAL PLAN REQUIREMENT**

- A. All Students living in a residential commons or a traditional residence hall (i.e., Smith, Perkins) are required to have a meal plan with SMU Dining Services. The Meal plan requirement is for the full academic year, and is billed each semester.
- B. All residential meal plans include a specified number of entries to the dining halls and a pre-determined amount of flex dollars. No refunds are issued for unused meals or flex dollars during the semester. Meals may not be carried forward to a subsequent term. Unused flex dollars carry forward from Fall to Spring, but are forfeited at the end of Spring semester. Information about plans, options, and costs is available from SMU Dining Services (<https://smu.campusdish.com>, 214.768.2367)
- C. Refunds for cancellation are managed by SMU Dining Services and follow University-established refund schedules.

### **DISABILITY ACCOMMODATIONS**

- A. Students with a disability may request housing accommodation(s) when applying for housing, and must request all accommodation(s) through the SMU Disability Accommodation and Success Strategies (DASS) office. Students are responsible for ensuring that DASS receives all required documentation for review in a timely manner, in accordance with DASS policies and procedures and other deadlines as indicated elsewhere in this Housing License Agreement.
- B. For health and safety reasons, University policy does not permit animals in the residential facilities, nor in any building on campus, the exception being the verified need of an assistance animal; e.g., a seeing-eye dog or emotional support animal. Students with a disability who need an assistance animal in Student housing must contact the office of Disability Accommodation and Success Strategies at SMU regarding the process. The University will determine, on a case by case basis, and in accordance with all applicable federal, state and local laws and regulations, whether such an animal is a reasonable accommodation.

### **ROOM ASSIGNMENT, CHANGES AND CANCELLATION**

#### **A. Room Assignment**

1. This Housing License Agreement is for space only, and does not guarantee that assignment will be to a specific location, building, or type of room, nor does it guarantee a specific roommate. The University has a heterogeneous population, with Students from a variety of backgrounds, beliefs, nationalities and ethnic cultures. Roommates are not assigned or reassigned according to race, color, religion, national or ethnic origin, sexual orientation, age or disability.
2. The University reserves the right to assign and reassign space at any time when considered necessary by the University.
3. A signed Housing License Agreement must be received before an assignment will be made. (Lack of assignment due to failure to submit a Housing License Agreement does not release a Student from their housing requirement.)

4. Room occupancy limits are maintained in accordance with fire safety codes. Maximum occupancy shall be determined by the University.

#### **B. Room Changes**

1. Occupancy may be expanded through the assignment of Students to temporary space (e.g., lounges, or the tripling of what are normally double-occupancy rooms). These over-assignment spaces are used on a temporary basis to meet the demand for on-campus housing until regular assignments can be accomplished. Extended temporary assignments (longer than four weeks) will result in a prorated reduction in room charges.
2. The University may move residents for consolidation in response to unforeseen or extraordinary circumstances. If consolidation occurs, the Student agrees to make the change by the designated deadline. In the event there is not another Student available to consolidate with, the Student agrees that the unoccupied portion of the room will remain vacant, secure, and maintained in a manner to allow for immediate occupancy by another Student.
3. No room change requests will be considered prior to the second week of classes and during the last two weeks of classes each semester.

#### **C. Room Cancellation**

1. The University may cancel the Student's room assignment if the Student fails to complete check-in for the assigned space by the first day of each semester. To avoid assignment cancellation, the Student must send a request for late arrival to Residence Life and Student Housing prior to the first day of the semester. If the Student fails to check-in, the Student will be billed for the Room and Board Fees for the duration of the Housing License Agreement. The University may re-assign space of a late-arriving Student who has not previously provided the University of their intent to check-in after the start of the semester, and any re-assignment is subject to space availability.

### **OCCUPANCY**

Opening and closing dates of residential facilities are established annually and are published in the University academic calendar on-line by the Registrar's [office](#). The University reserves the right to adjust move in/move out dates and times.

#### **A. Move In**

1. Residents may move into their assigned room on their assigned move in date when the residential facilities open each semester.
2. The Student must submit a completed Room Condition Inventory Form within 24 hours of checking into their assigned space. The Room Condition Inventory Form will indicate the condition of the room, including fixtures and furniture. Failure to complete the Room Condition Inventory Form shall constitute acceptance by the Student of the room, fixtures and furnishings as being in good condition.

#### **B. Move Out**

1. Residents must move out of their assigned room at the end of each semester no later than 48 hours after their last final or by the established closing date, whichever occurs first.
2. Failure to check out of an assigned room per established procedures will result in a minimum of a \$100 fine and a charge for lock change in addition to any damage or cleaning costs.
3. At the end of occupancy, the room will be inspected by the University. The Student is financially responsible for any damaged or missing property, as well as any additional fees for improper cleaning. Students sharing a room will be held jointly responsible and equally liable for damages unless it can be otherwise conclusively determined specific individual(s) should be held exclusively liable.
4. In the event Student refuses to vacate the room, Student consents to the University removing all property from the room and securing it in a storage facility at the Student's expense. The University may dispose of Student's unclaimed property after 30 days, without prior notice to Student. The University will not be held responsible for any abandoned, stored, or disposed property. This provision shall survive if any part of the Housing License Agreement is deemed void.

### C. Withdrawals

1. During the semester, Students who withdraw from classes are no longer eligible to live on-campus and must move out of their room and check out within 48 hours of withdrawal. When applicable, any pro-rated refund of room rent is determined using the University's established schedule and the date a Student vacates and checks out of their room.
2. At the end of Fall semester, Students who will not return for the Spring semester must notify the University, move out of their room and check out within 48 hours after their last final exam, or by the established closing date for Fall semester, whichever occurs first. Failure to check out by Fall closing will result in an improper check out charge of \$150.
3. Students who withdraw from Spring semester after the established Fall closing date must arrange to move out no later than the last University business day in December. Spring withdrawal and move out in January will result in a cancellation penalty based on the date of move out:
  - a. Between the last University business day in December and the first day of JanTerm classes: \$150
  - b. Between second day of JanTerm classes and the seventh day of JanTerm classes: \$250
  - c. Between the eighth day of JanTerm classes and the day prior to the first class day of Spring Term: \$500
  - d. Starting the first class day of Spring semester, the University's established pro-rata schedule will apply.

### D. Break Periods

1. Official University break periods include Fall Break, Thanksgiving Break, Winter Break and Spring Break.
2. Fall Break, Thanksgiving Break and Spring Break: Students may occupy their assigned room. Students who leave during break may leave their belongings in their assigned room at their own risk.
3. Winter Break: Students may occupy their assigned room provided they appropriately register and are approved for personal or financial reason to stay over the break period and follow all instructions. ONLY those Students who have appropriately registered will have access to their spaces. Students occupying or accessing their spaces or buildings without registration may be found in violation of applicable University policy and subject to disciplinary action, including, but not limited to, any sanctions deemed appropriate by University officials.

### CARE OF SPACE AND ROOM DAMAGES

- A. **Room:** The Student is responsible for the condition and cleanliness of the room and all furnishings. Furnishings in Student rooms and common areas of residential facilities may not be removed or modified, except as requested and approved for modification to loft a bed. Bed modification requests (i.e., loft request) must be made in writing and if granted, Student assumes all risks associated with use of modified furnishings. No alterations may be made to the assigned space or furnishings.
- B. **Keys:** Room keys must be returned when occupancy is terminated. If a Student fails to return a key, a fee of up to \$165.00 will be charged to the Student's account. The Student agrees not to loan or duplicate keys that have been issued by the University. Any lost or stolen key must be reported immediately. Room keys remain the property of the University at all times.
- C. **Common Areas:** The Student agrees to take every precaution to assure communal property is not abused. This includes, but is not limited to, hallways, bathrooms, stairwells, elevators, lounges, study rooms, kitchens, utility rooms and laundry rooms. Furnishings in common areas of residential facilities may not be removed from the common area. The Student is financially responsible for any damage or missing property they cause to communal property. If a communal area is damaged and the party responsible cannot be identified, all surrounding residents will be held equally financially responsible for the damage, unless it can be otherwise conclusively determined specific individual(s) should be held exclusively liable.
- D. **Damage Charges:** Students are financially responsible for damages to their room beyond reasonable wear and tear as determined by the University. Damage to common areas of residential facilities will be charged on a per person basis to residents of the community or unit. Damage charges will be charged to the Student's account(s).

## **CANCELLATION, RELEASE & TERMINATION**

### **HOUSING LICENSE AGREEMENT CANCELLATION BY STUDENT (PRIOR TO OCCUPANCY)**

- A. Students who are not required to live on campus may request to cancel their on-campus housing application without financial penalty by April 1, 2023. Non-residency required Students who cancel for any reason after the April 1, 2023 deadline will incur a cancellation penalty according to the schedule below:
  - a. Cancel April 1, 2023 – May 31, 2023: Cancellation penalty equivalent to 5% of the Fall assigned room rent.
  - b. Cancel June 1, 2023-- July 31, 2023: Cancellation penalty equivalent to 25% of the Fall assigned room rent.
  - c. Cancel August 1, 2023 – August 21, 2023: Cancellation penalty equivalent to 50% of the Fall assigned room rent.
  - d. Non-required Students who are not assigned to a room space at time of cancellation are not charged the cancellation penalty.
- B. Students who are required to live on campus may only cancel their Housing License Agreement if the Student is approved for residency exemption.
- C. Students who are not required to live on campus and who apply for housing starting in Spring semester and later cancel will incur a cancellation penalty according to the schedule below:
  - a. Cancel December 1, 2023 – December 31, 2023: Cancellation penalty equivalent to 5% of the established rate for residential commons double.
  - b. Cancel January 1, 2024 – January 16, 2024: Cancellation penalty equivalent to 25% of the assigned room rent.
  - c. Cancel first day of class for Spring (January 17) or later: Cancellation penalty equivalent to 50% of assigned room rent.
- D. All requests for cancellation of the Housing License Agreement shall be submitted in writing to the Residence Life and Student Housing or electronically via the housing portal. Written requests must be sent in writing or by email to [housing@smu.edu](mailto:housing@smu.edu) from the Student's SMU email address. Approved cancellations may result in a cancellation penalty.

### **HOUSING LICENSE AGREEMENT REQUEST FOR RELEASE**

- A. Outside of the cancellation period, Housing License Agreements may only be cancelled for a registered Student under extenuating circumstances. Students who believe they meet this criteria must submit a Housing Release Request.
- B. Submission of a request for release does not guarantee release from the Housing License Agreement. The Housing Release Appeals Committee will review requests in the order they are received.
- C. Requests will be considered on a case-by-case basis. The Housing Release Appeals Committee has the authority and discretion to grant a request for release from the Housing License Agreement, and a request will only be approved in exceptional cases.
- D. Students will receive a written decision for the release from Residence Life & Student Housing.
- E. Students approved for a Housing License Agreement release due to personal or financial hardships or to live in fraternity or sorority housing will be subject to a cancellation penalty based on the date the exemption request was submitted, according to the schedule below.
  - a. April 1, 2023 – May 31, 2023: Cancellation penalty equivalent to 5% of the Fall assigned room rent.
  - b. June 1, 2023-- July 31, 2023: Cancellation penalty equivalent to 25% of the Fall assigned room rent.
  - c. August 1, 2023 – August 22, 2023: Cancellation penalty equivalent to 50% of the Fall assigned room rent.
- F. Students approved for a Housing License Agreement release during a semester will not receive a prorated reduction in room charges.

## **HOUSING LICENSE AGREEMENT TERMINATION**

- A. Upon reasonable notice and for good cause, the University reserves the right to terminate this Housing License Agreement. The decision to terminate the Housing License Agreement will be made by the Vice President for Student Affairs, the Dean of Residence Life & Student Housing or the Dean of Students. For the purpose of terminating this SMU Housing License Agreement, “good cause” means any conduct which disrupts the orderly administration and/or function of the University or any of its activities. Reasonable notice normally will not exceed 72 hours, but may be less than 72 hours. Termination of this Housing License Agreement by the University will result in the Student being financially responsible for the entirety of their Housing License Agreement.
- B. If the Student is suspended, expelled, administratively withdrawn, or dismissed from the University, they must vacate and properly check out of the assigned space within 24 hours of such notification by SMU. Students who are suspended or dismissed from the university are not eligible for a refund of their housing costs for the full period of the Housing License Agreement.

## **STUDENT CONDUCT**

- A. The Student agrees to abide by the terms of this Housing License Agreement and comply with all Residence Life and Student Housing, meal plan policies and procedures, all University policies, and procedures, and the University’s Community Standards, all of which are made part of this Housing License Agreement by reference. The University reserves the right to change its rules, policies and procedures at any time without advance notice.
- B. The Student agrees to comply with all federal, state, and local laws, regulations, and ordinances while in residence, as well as University policies and procedures, including but not limited to the SMU Student Code of Conduct, and Community Standards.
- C. Community Standards and Fire Safety regulations as published in the University Student handbook or other University handbooks and publications are made part of this Housing License Agreement and may be periodically promulgated by the Department of Residence Life and Student Housing. In the event of a conflict between Community Standards appearing in the aforementioned online publications and this Housing License Agreement, the provisions of this Housing License Agreement shall govern. The Department of Residence Life and Student Housing may, in its sole discretion, unilaterally establish or amend established Community Standards for University residential facilities as it deems necessary.
- D. The Student agrees all rooms and facilities shall be used for residential purposes as designated by the University and not for any other use, including but not limited to, commercial or other business uses.
- E. The Student agrees to comply promptly and fully with verbal or written instructions of University employees and to act as a responsible member of their on-campus housing community.
- F. The University may invoke an immediate interim removal from campus housing if the Dean of Housing and Residence Life or its designee concludes such action is necessary. This removal may occur prior to and continue until the University has determined the outcome of any formal disciplinary proceedings. If the University removes the Student from campus housing as the result of Student conduct (including, but not limited to suspension, expulsion, or administrative withdrawal, the Student is financially responsible for the full term of the Housing License Agreement. Students who are removed from campus housing by the University who do not vacate their room within 24 hours or by other University determined deadline may be subject to additional holdover and storage charges, access/key change administrative fees.

## **RIGHT OF ENTRY**

- A. The University reserves the right to enter Student rooms at times convenient to its staff for purposes of inspection, administrative searches, verification of occupancy, policy enforcement, safety, health, maintenance, and to reclaim University property. The room may also be entered whenever a resident permanently vacates the room or whenever a resident vacates a room for a break period, to ensure that established check out and/or building closing procedures have been followed.

## LIABILITY

- A. NEITHER THE UNIVERSITY, ITS TRUSTEES, BOTH CORPORATELY AND INDIVIDUALLY, ITS OFFICERS, EMPLOYEES, AGENTS, VOLUNTEERS, REPRESENTATIVES, NOR ASSIGNS WILL BE LIABLE FOR PHYSICAL INJURY, DEATH, LOSSES OR DAMAGES TO PERSON OR PROPERTY OF STUDENT, STUDENT'S GUESTS OR OCCUPANTS CAUSED BY THEFT, BURGLARY, RAPE, ASSAULT, BATTERY, ARSON, MISCHIEF OR OTHER CRIME, VANDALISM, FIRE, SMOKE, WATER, LIGHTNING, RAIN, FLOOD, WATER LEAKS, HAIL, ICE, SNOW, EXPLOSION, INTERRUPTION OF UTILITIES, ELECTRICAL SHOCK, DEFECT IN ANY OF THE CONTENTS OF THE ROOM, LATENT DEFECT IN THE ROOM, APARTMENT OR RESIDENTIAL FACILITY, ACTS OF GOD, INFECTIOUS DISEASE (INCLUDING, BUT NOT LIMITED TO COVID-19 OR OTHER PANDEMIC), OTHER UNEXPLAINED PHENOMENA, ACTS OF OTHER RESIDENTS OR ANY OTHER CAUSE OTHER THAN THE GROSS NEGLIGENCE OF THE UNIVERSITY OR ITS REPRESENTATIVES ACTING IN THE SCOPE AND COURSE OF THEIR EMPLOYMENT. Student will indemnify, defend, and hold harmless the University, its Trustees, its officers, employees, agents, volunteers, assigns and representatives for any liability or any claims, causes of action, demands, expenses, judgments, fees (including costs and attorney's fees), due to physical injury, infectious disease (including but not limited to COVID-19 or other pandemic), death, loss or damage to person or property of Student, Student's guests, invitees, or others present in the room or on the University campus with Student's consent, from any cause other than the gross negligence of the University or its employees or representatives acting in the scope and course of employment and from any liabilities arising as the result of the acts of Student or others present with Student's consent.
- B. **THE UNIVERSITY IS NOT AN INSURER AND STRONGLY RECOMMENDS THAT STUDENTS SECURE INSURANCE TO PROTECT AGAINST ALL OF THE ABOVE OCCURRENCES.** The University shall have no duty regarding security of the room, apartment, residential facility, or campus other than to repair security devices, and even then, Student acknowledges that the University is under no obligation or duty to inspect, test or repair any security device unless and until the Department of Residence Life and Student Housing has received written notice from Student that a repair is necessary.
- C. THE STUDENT UNDERSTANDS THAT THE UNIVERSITY MAINTAINS ITS OWN POLICE DEPARTMENT (the "SMU P.D.") FOR THE PURPOSE OF PROVIDING ENHANCED SECURITY AND PROTECTION ON THE UNIVERSITY CAMPUS, AND THAT THE EXISTENCE OF THE SMU POLICE DEPARTMENT OR OTHER LAW ENFORCEMENT AGENCY. IS NOT A GUARANTEED DETERRENT TO CRIME NOR A GUARANTEE OR WARRANTY THAT THERE WILL BE NO CRIMINAL ACTS OR THAT STUDENT WILL BE FREE FROM THE VIOLENT TENDENCIES OF THIRD PERSONS. STUDENT ACKNOWLEDGES AND AGREES THAT THE UNIVERSITY, ITS TRUSTEES, OFFICERS, EMPLOYEES, VOLUNTEERS, AGENTS AND REPRESENTATIVES ARE LIMITED IN THEIR ABILITY TO PROTECT STUDENT, STUDENT'S GUESTS AND INVITEES FROM CRIME, ACCIDENT, INFECTIOUS DISEASE (INCLUDING BUT NOT LIMITED TO, COVID-19 OR OTHER PANDEMIC), ACTS OF GOD, OR NATURAL CATASTROPHE.

## SEVERABILITY

- A. If any section of this Housing License Agreement is ruled illegal or invalid, such ruling shall not affect the validity or enforceability of the remainder of the provisions of the Housing License Agreement.

## ADDRESSES FOR CORRESPONDENCE

- A. All correspondence required by this Housing License Agreement or otherwise relating to matters contained in this Housing License Agreement (including cancellations) from the Student (or from parent(s), guardian(s), or other guarantor(s)) to the University shall be mailed to or otherwise delivered to the Department of Residence Life and Student Housing (101 Boaz Hall), SMU Box 750215, Dallas, Texas 75275-0215. Electronic correspondence may be sent to [housing@smu.edu](mailto:housing@smu.edu).

- B. All correspondence required by this Housing License agreement or otherwise relating to matters contained in this Housing License Agreement from the University to the Student or to Student's parent(s), guardian(s), or other guarantor(s) shall be mailed to or delivered at the address designated for the Student and for Student's parent, guardian, or other guarantor on the Housing Application. Electronic correspondence will be sent to the Student's SMU email address.

**ELECTRONIC SIGNATURE**

BY SELECTING THE "I AGREE" BUTTON BELOW, I ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THE 2023-24 SMU HOUSING LICENSE AGREEMENT.

IF I AM UNDER THE AGE OF 18 YEARS, I AGREE THAT BY CLICKING THE "I AGREE" BUTTON I INTEND TO BE BOUND BY THE TERMS AND CONDITIONS OF THE 2023-24 SMU HOUSING LICENSE AGREEMENT AND I UNDERSTAND MY PARENT OR LEGAL GUARDIAN WILL BE CONTACTED BY SMU FOR FINAL COMPLETION AND AUTHORIZATION OF THIS 2023-24 SMU HOUSING LICENSE AGREEMENT.