

# Southern Methodist University

## Housing License Agreement for On Campus Living 2024 25

(rev. date December 2023)

### I. 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. The Student's assigned space may not be sublet or otherwise placed in occupancy, control, or possession by 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.

### II. 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. New Transfer Students are not required to live on campus, and may apply for housing on a space available basis.
- 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, personal circumstances or to live in a fraternity/sorority house. 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 by May 15 for all returning students. New students in the Spring semester must submit exemption requests by January 4, 2025.

### III. TERM OF HOUSING LICENSE AGREEMENT

- A. This Housing License Agreement is for one full academic year, including Fall (August 23, 2024 to December 19, 2024) and Spring (January 17, 2025 to May 15, 2025) semesters or any remainder of the academic year if submitted after the year begins. Fall semester is
- 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)

### IV. FINANCIAL RESPONSIBILITY, PAYMENT AND FEES

- A. Non Refundable Advance

B. **Payment:** Room charges are billed to the

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. No room change requests will be considered prior to the second week of classes and during the last two weeks of classes each semester.
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. 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.

#### **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.

### **VIII. 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

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- 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**

### **X. 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, 2024. Non residency required Students who cancel for any reason after the April 1, 2024 deadline will incur a cancellation penalty according to the schedule.
- B. Students who are required to live on campus may only cancel their Housing License Agreement if the Student is approved for residency exemption. Exemption requests submitted by April 1 will not incur financial penalty. Exemption requests submitted for any reason after April 1, 2024 will incur a cancellation penalty according to the schedule
- C. The Cancellation penalty schedule
  - a. Cancel April 1, 2024 – May 31, 2024: Cancellation penalty equivalent to 5% of the Fall assigned room rent.
  - b. Cancel June 1, 2024– July 31, 2024: Cancellation penalty equivalent to 25% of the Fall assigned room rent.
  - c. Cancel August 1, 2024 – August 21, 2024: 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 pen/TT1dQivak

## **XII. 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.

## **XIII. 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 their 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

## XV. 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

- 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.

#### **XVIII. 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 2024 25 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 2024 25 SMU HOUSING LICENSE AGREEMENT AND I UNDERSTAND MY PARENT OR LEGAL GUARDIAN WILL BE CONTACTED BY SMU FOR FINAL COMPLETION AND AUTHORIZATION OF THIS 2024 25 SMU HOUSING LICENSE AGREEMENT.

Alternate for printed version I ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH IN THE 2024 25 SMU HOUSING LICENSE AGREEMENT.