

WILLIAM MARSH RICE UNIVERSITY

Houston, Texas

2009 SUMMER HOUSING AGREEMENT

NAME \_\_\_\_\_ MOVE IN DATE \_\_\_\_\_

STUDENT I.D.# \_\_\_\_\_ MOVE OUT DATE \_\_\_\_\_

EMAIL & CELL PHONE # \_\_\_\_\_ SUMMER ROOM ASSIGNMENT \_\_\_\_\_

ROOMMATE REQUEST \_\_\_\_\_ Date Summer Key Was Returned \_\_\_\_\_

EMERGENCY CONTACT (Name and Phone Number) \_\_\_\_\_

CURRENT COLLEGE & ROOM  FALL 2009 COLLEGE & ROOM

**\$75.00 NON-REFUNDABLE DEPOSIT REQUIRED**

(Deposit will be applied to 1<sup>st</sup> month's rent)

**MONTHLY RATE - \$547.50 PER PERSON PER MONTH (\$18.25 per night) FULL OCCUPANCY**

*Return the signed original with a \$75.00 Deposit to the Department of Housing and Dining*

**1. CAMPUS HOUSING**

(a) Charges. Campus housing charges include electricity, gas, water, sewer, heat, air conditioning, basic cable television, telephone service (long distance service not provided), and Internet access. Premium cable television service charges and a telephone instrument are your responsibility and liability. Utilities may only be used for normal residential purposes and should not be wasted.

(b) Occupancy. Campus housing assignments will be available for occupancy May 23, 2009 to August 2, 2009. **Campus housing may only be occupied by Rice University students and used for normal residential purposes.** If you currently live on-campus, you will be allowed to stay in your current room beginning Monday, May 11, 2009 until your summer room assignment is ready. These dates vary depending on the college you live in. **If you stay in your room without a signed lease agreement you will be charged \$75.00 per night.** When you move into your summer room, you should inspect it thoroughly and notify H&D within 48 hours of any existing damage or deficiencies. All campus housing must be vacated by 4:00 p.m. on Sunday, August 2, 2009. A late check out penalty will be charged at \$75.00 per person per night beginning August 2, 2009.

(c) Appropriate Behavior. You are responsible for conducting yourself and maintaining your residence in such a manner so as not to create a hazard or nuisance or to otherwise infringe upon the rights, health, safety or security of others or their property. You are also responsible for fully complying with all applicable laws, Rice policies and procedures, and College rules and regulations. The Summer Housing Office employs the Summer College Coordinator as well as a Student Chief Justice who is charged with promoting good behavior within the summer residential college for the benefit of the college community. Events will be sponsored by the Summer Housing department to both introduce and maintain good communicative relations between the residential summer community and the Summer Coordinator and Chief Justice.

(d) Prohibited Items. Pets are not permitted in campus housing. This includes all mammals, birds, reptiles, amphibians, crustaceans, scorpions, arachnids, insects, and other non-humanoid life forms. Certified assistance animals, non-flesh-eating fish in tanks of 10 gallons or less, and flora (excluding fungi) are the only exceptions. Waterbeds, space heaters, window units, refrigerators over 3.6 cu. ft., and cooking appliances of any kind are not permitted in campus housing. Kitchenettes are available for your use in the college. Do not use candles! Open flame is prohibited by City of Houston Fire Code in the College. You are not permitted to make material alterations/improvements of any kind to your campus housing. This includes painting, paneling, construction, and changes to campus utility services.

(e) Storage and Bicycles. Your personal belongings are not to be stored, even temporarily, in the hallways, stairwells, landings, balconies, laundry rooms, parking lots, and other common areas of the college. This includes bicycles, refrigerators, furniture, clothing, boxes and trash. Bicycles on campus are to be stored in your room or secured to a bicycle rack. Vehicles on campus are to be parked in a valid parking lot and must be in reasonable working order. H&D reserves the right to remove improperly stored items without notice or liability.

(f) Keys and Security. Resident rooms are accessible by key. You will be issued a summer tag with one room key. Check to be sure the locks and latches on your doors and windows are in good working order. Notify H&D immediately if any repairs are necessary or if your key is lost or stolen. The safety and security of you and your roommates/suitemates will require new keys and lock cores if your key is lost or stolen, and you will be charged \$50 per lock core and \$10 for the key tag replacement. You are not permitted to duplicate your room key or change your room locks. You should lock the door to your room at all times, even if you are inside or only leaving for a short time. Do not open the door for someone if you have any concerns regarding their identity or intent. Common area doors with controlled access via key help reduce unauthorized entries and threats to persons and property. Do not prop doors open; propped doors are a security risk. Disabling any security devices will result in fines to tenants. Exercise caution in allowing others to use your key, and when leaving your key in public areas. No security measure is fail-safe and Rice disclaims any express or implied warranties of security.

(g) Furniture.

Each room comes with standard furnishings. These are assigned to your room. H&D advises students to refrain from moving furniture out of their room.

(h) *Liability and Insurance.* You are responsible and liable for, and shall hold Rice harmless from, any and all injury and damage to persons and property caused, directly or indirectly, by your intentional or negligent acts or omissions. With respect to damage to your room, suite, hall, floor or College, your responsibility and liability may be joint and several with your roommates, suitemates, hallmates, floormates or other college housing members, as deemed appropriate under the circumstances by Rice and/or H&D. You are responsible and liable for insuring your personal belongings, including losses due to fire, smoke, water, and theft. Rice shall not be held responsible or liable for any loss or damage of your personal belongings, and does not provide any insurance coverage for your benefit.

(i) *Right of Entry.* Your occupancy and use of campus housing is subject to entry at any time by Rice personnel on official business. Such access will generally be for purposes of removing trash, cleaning the bathrooms, conducting maintenance and repairs, and ensuring compliance with the provisions of this Agreement. Trash cans may be temporarily placed in the hall for pick-up. If you have any special housekeeping needs during the summer, please contact H&D to make appropriate arrangements. Requests for maintenance and repairs should be submitted promptly to H&D to expedite service and prevent further damage. When possible, efforts will be made to accommodate your schedule when entering your room; however, Rice reserves the right to conduct maintenance and repairs at any time. A request or consent by one member of a room/suite shall be deemed a request or consent, as the case may be, by all members of the room/suite.

(j) *Violations.* If Rice, H&D, and/or the College determine that you have violated any of the provisions of this Agreement or that you represent risk or nuisance to persons or property, you may be assessed charges, required to move off campus and/or subject to other disciplinary action. (See the Student Handbook.)

## 2. FOOD SERVICE

(a) Food service will be available at Hanszen commons during the summer. You may use tetra points to purchase breakfast (\$4.95 plus tax) and lunch (\$5.75 plus tax) Monday through Friday. Student Center food operations are normally open for breakfast and lunch Monday through Friday during the summer months. Due to private parties, holidays and special events, hours of operation may vary.

(b) Tetra Points may be purchased in the Housing & Dining Office during the summer months.

## 3. MONTHLY RATES AND PAYMENTS

(a) *Summer Housing Charges.* Summer housing monthly rate is \$547.50 (\$18.25 per night). A signed Summer Housing Agreement and a \$75.00 non-refundable deposit is required to reserve a bed and will be applied to your first month's rent if you are assigned a bed or refunded to you if a bed is not available. Rental charges will begin May 11, 2009 for On-Campus students and May 23, 2009 for Off-Campus students (unless other move in date is noted). Rental charges will continue until you return your summer housing tag and key to the Housing and Dining Department. All payments should be made to your account at the Cashier's Office and are subject to additional late charges if not paid on time.

(b) *Other Charges.* Your account at the Cashier's Office will be assessed for any charges you incur in connection with this Agreement. You are responsible for paying your rent at the Cashier's Office at the beginning of each month.

## 4. MOVE-OUT PROCEDURES

(a) Upon any termination of this Agreement, you shall promptly vacate your campus housing, leaving all Rice property in the same condition as when received, reasonable wear and tear excepted. **You must return your summer housing tag and key(s) to the Housing and Dining Department.** You shall be held responsible and liable for all expenses related to (i) the repair or replacement of damaged or lost Rice property, (ii) the disposal of any abandoned furniture, refrigerators, decor, clothing, projects, books, or other personal belongings, and (iii) the clean-up of any excessive trash or debris. Your responsibility and liability shall be joint and several with any roommates/suitemates. If any disposal or clean-up charges are assessed with respect to your room/suite, each roommate/suitemate will be subject to a \$25 minimum charge. All campus housing must be vacated by 4:00 p.m. on Sunday August 2, 2009. **Rice shall not be held responsible or liable for any personal belongings left in campus housing and may remove them without notice or liability.** Return your summer tag and room key at the end of your stay to Housing and Dining.

(b) *Liability After Termination.* Notwithstanding anything in this Agreement to the contrary, upon any termination of this Agreement, you shall remain responsible and liable for all obligations accruing prior to its termination and under all provisions that expressly or by their nature extend beyond and survive its termination.

## 5. GENERAL

(a) *No Assignment, Sublet, Amendment, or Waiver.* This Agreement (i) may not be assigned or sublet, in whole or in part, (ii) may not be amended or modified, by course of conduct or otherwise, and (iii) may not be waived, in whole or in part, by delay in enforcement or otherwise, except, in each instance, with written approval of the Associate Vice President for Housing and Dining or its designated chief housing officer.

(b) *Enforceability.* This Agreement shall be interpreted and enforced in accordance with the laws of the State of Texas, without regard to its conflicts and choice of law principles. By signing this Agreement you confirm that (i) you have read and fully understand this Agreement, (ii) you intend this Agreement to be legally binding upon and enforceable against you and your family members, estate, heirs and legal representatives, (iii) you intend this Agreement to inure to the benefit of Rice, and (iv) confirm that you are at least 18 years of age, fully competent, and entering into this Agreement of your own free will and judgment. If you are under the age of 18, this Agreement must also be signed by your parent or legal guardian.

**By signing and returning this Agreement, you are agreeing that this Agreement will become effective and you will become obligated to fully comply with all of its provisions. Once effective, this Agreement may only be terminated according to its provisions or with written approval of the Associate Vice President of Housing and Dining or its designated housing officer.**

---

Student Signature and Date

---

Parent/Guardian Signature and Date  
(if student is under 18)