

WILLIAM MARSH RICE UNIVERSITY

HOUSTON, TEXAS

CAMPUS HOUSING AGREEMENT
ACADEMIC YEAR 2009-2010

Residential Assignment
College Name:
Room Number:

Student ID Number - New students see tuition statement for number

Student ID Number grid

First Name - as registered with the university

First Name grid

Middle Initial

Middle Initial box

Last Name - as registered with the university

Last Name grid

SCHEDULE OF FEES

CAMPUS HOUSING \$3,755.00 PER SEMESTER

ON CAMPUS MEAL PLAN (All residents are required to purchase the on campus meal plan) \$1,860.00 PER SEMESTER

Orientation Week Room and Board (for new students attending Orientation Week) \$270.00

If you would like a campus housing assignment for the 2009-2010 academic year:

- (1) Carefully review this entire agreement (this "Agreement");
(2) Sign and date where indicated;
(3) Retain a copy for your files; and
(4) Return the signed original to the Department of Housing and Dining ("H&D") by the deadline.
• First year and new transfer students must have previously included a \$100 room deposit...
• If you decide to move off campus and you give written notice to H&D by Friday, May 1, 2009...
• The deadline (i) for first year and new transfer students is Monday, August 3, 2009...
• If you are under the age of 18, this Agreement must also be signed by your parent or legal guardian.
• All students living in campus housing must be currently enrolled in an approved academic program at all times.
• All students living in campus housing must purchase the on campus meal plan.
• All students living in campus housing are encouraged to obtain insurance covering your personal property against losses...

By signing and returning this Agreement, you are agreeing that in the event you receive a campus housing assignment for the 2009-2010 academic year, 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 for Housing and Dining or its designated housing officer.

Student Signature and Date

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

1. CAMPUS HOUSING.

(a) Charges.

Campus housing charges include electricity, gas, water, sewer, heat, air conditioning, basic cable television, and Internet access. Telecommunications charges are paid through the Cashier's Office and premium cable television service charges are your responsibility and liability. You may subscribe to premium channels by contacting Phonoscope Cable at 713-272-4600. Utilities may only be used for normal residential purposes and should not be wasted. To conserve energy and conduct maintenance, all undergraduate housing will close during the Winter recess (Thursday, December 17, 2009 through Friday, January 8, 2010). Students must move out of housing by noon on Thursday December 17, 2009 and cannot return to housing until Saturday January 9, 2010 after 2 PM. Students who live in residential housing and need to remain on campus during this period must make other living arrangements. Vacating the premises will not impact your personal belongings, but as always secure anything of value. Campus housing charges are uniform across the campus even though the different architectural designs of the Colleges create variations in size, shape and capacity (roommates/suitemates). The assignment of rooms/suites within each College is the responsibility of its College government, and any re-assignments must be approved by the College. The College Masters are the final authority regarding room/suite assignments.

(b) Occupancy.

Campus housing assignments will be available for occupancy (i) for authorized Orientation Week coordinators and advisors on Thursday, August 13, 2009, (ii) for first year and new transfer students on Sunday, August 16, 2009, and (iii) for all other students on Saturday, August 22, 2009 at 1:00 p.m. When you move into your campus housing, you should inspect it thoroughly and notify H&D in writing within 48 hours of any existing damage or deficiencies. All campus housing must be vacated by 4:00 p.m. on Monday, May 17, 2010. Campus housing may only be occupied by assigned students and used for normal residential purposes. Visitors may stay overnight for up to 7 days per academic year, provided that none of your roommates/suitemates object and that your College Master approves. You shall be responsible and liable for the conduct of your visitors during their stay.

(c) Appropriate Behavior.

The Colleges are small communities within the larger Rice community and provide a unique environment for academic, athletic and cultural experiences. Living, dining and learning together over the course of an entire academic year requires a strong commitment to self-governance, tolerance, mutual respect and shared responsibility. 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 in effect during the academic year.

(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. Space heaters, window units, refrigerators over 3.6 cu. ft., and cooking appliances of any kind are not permitted in campus housing. The Colleges have kitchenettes available for your use. Do not use candles! Open flame is prohibited by City of Houston Fire Code in the Colleges. 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 Colleges. 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. All bicycles must be registered with the Rice University Police Department. Bicycles may not be left on campus for the summer. Bicycles which are abandoned for the summer will be removed and relegated to Campus Police.

(f) Keys and Security.

Resident rooms are accessible by key with the exception of New Baker, New Will Rice, New Hanszen and 1st floor Lovett, which are by card only. You will be given one room key in most colleges and two room keys in Martel. 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 or card 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. If you are in a cardkey College and lose your card you will need to replace the card at Rice Police Department (\$10 fee) and bring it to the H&D office for re-encoding. 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/card 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 individuals and/or Colleges. Exercise caution in allowing others to use your key/card, and when leaving your key/card 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. Please contact your Student Maintenance Representative for assistance with furniture issues. A moving fee will be charged to your account for furniture removal.

(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 members, as deemed appropriate under the circumstances by Rice, H&D and/or your College government. **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, your College Masters, and other authorized College members. 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 year, 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 sleep/study 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, the College Masters and/or your College government determines 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. MEAL SERVICE.

- (a) Meals. Students may dine in any of the residential dining commons. Rice Student ID card is required to access the service areas. **Meals are non-transferable and may not be shared with others. All residents are required to purchase the on-campus meal plan.**
- (b) Tetras. "Tetra" Points are funds that can be spent at multiple campus eateries using your ID card. These Points are available for your use as long as you are registered as a student at Rice University. Tetra Points may be purchased by visiting the Meal Plan Administrator at the Housing & Dining Office or by filling out a form provided by one of the college cashiers. Upon your graduation, any unused Tetra Points will expire. Students who go abroad a semester may use their Tetra Points when they return.

(c) Service. Meal plan service at the Colleges will be available for breakfast, lunch and dinner Monday through Friday, and breakfast and lunch on Saturday and lunch and dinner on Sunday. Specific hours of operation as well as the list of which kitchens will be operating, will be posted at: <http://salt.rice.edu>. Meal plan service will begin (i) for first year and new transfer students with lunch on Sunday, August 16, 2009, and (ii) for all other students with lunch on Sunday, August 23, 2009. Meal plan service will end (i) for students receiving degrees at Commencement with breakfast on Saturday, May 15, 2010, and (ii) for all other students with dinner on Wednesday, May 5, 2010. Meal plan service will not be provided during (i) Thanksgiving recess (No Dinner Wednesday, November 25, through Lunch Sunday, November 29, 2009), (ii) Winter recess (No Dinner on Wednesday, December 16, 2009, through Lunch on Sunday, January 10, 2010); (iii) mid-term recess (No Dinner Friday, February 26, through Lunch Sunday, March 7, 2010). All College dishes, glasses and cutlery must remain in the commons dining area, and you will be assessed charges for any removal.

3. PAYMENTS.

(a) Campus Housing and Meal Plan Charges. Campus housing and meal plan charges are payable by the semester per the statement issued by the Cashier's Office. 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 payment within 30 days of invoicing.

4. EARLY TERMINATION; MOVE-OUT PROCEDURES; LIABILITY AFTER TERMINATION.

- (a) Early Termination. This Agreement may be terminated early under the following limited circumstances. In each case, your account at the Cashier's Office will be credited for (i) any unused portion of prepaid campus housing charges, and (ii) any unused portion of the meal plan will be prorated based on an average of 16 calendar weeks per semester. **Termination related fees will be assessed even if you find another student to take your space in the College.**

(i) If you are rusticated, suspended for academic or disciplinary reasons, withdraw or otherwise cease to be enrolled in an approved academic program, this Agreement will terminate on the effective date of such event and you will be charged a \$150 termination processing fee. If your withdrawal is for medical/psychiatric reasons and is supported by a recommendation from your physician, this Agreement will terminate on the effective date of your withdrawal and the termination processing fee will be waived.

(ii) If you become a parent or guardian, graduate mid-year, or enroll in an approved Rice study abroad program, you may terminate this Agreement upon at least 30 days prior written notice to H&D. H&D reserves the right to require valid supporting documentation. The termination processing fee will be waived.

(iii) If you have irreconcilable differences with your roommates/suitemates, and the College Masters in coordination with H&D are unable to provide you with other campus housing arrangements, you may terminate this Agreement upon at least 30 days prior written notice to H&D, a written recommendation from your College Master, and the approval of the Residential Colleges Management Advisory Committee ("RCMAC"). The termination processing fee will be waived.

(iv) If you decide to move off campus and you give written notice to H&D by Friday, May 1, 2009, you may terminate this Agreement upon payment of a \$150 termination processing fee. After that date, you may still terminate this Agreement upon at least 30 days prior written notice to H&D. You will be subject to a \$150 termination processing fee and a \$600 room re-letting fee.

(v) If you develop special circumstances (i.e., financial hardship, family affairs), you may appeal to RCMAC to determine your right to terminate this Agreement, including any related requirements.

(vi) If your campus housing is rendered uninhabitable by fire, flood or other disaster, H&D will use its best efforts to provide you with other campus housing arrangements. If alternative campus housing arrangements are not available, this Agreement will terminate effective as of the date of such disaster.

(b) Move-Out Procedures. 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. **Procedures for moving out include securing an appointment with your Student Maintenance Representative for proper checkout. Failure to complete a proper checkout will result in both a \$50 fine and any relevant damage charges.** 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 Monday, May 17, 2010. **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 room and suite key at the end of your stay to your College Coordinator!*

(c) 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.