

Office of Residence Life  
The University of St. Thomas  
**Traditional Housing Contract Terms and Conditions 2012-2013**

These terms and conditions are incorporated by this reference in the Residence Life Contract between the University of St. Thomas ("University") and Student and Guarantor (if applicable) identified herein. The University grants Student a license to use the furnished room the University assigns to Student as Student's temporary residence during the Contract Period, subject to the following terms and conditions.

**I. Obligations and Agreements of Student and Guarantor**

- A. You agree to pay all charges as due and to comply with and abide by these terms and conditions, the **University General Information Catalog**, the **Residence Life Handbook**, the **Student Handbook**, the **Rules and Regulations of the University Board of Directors and President's Administrative Council** and all other University rules and regulations, which may now or in the future come into effect, governing Student conduct or pertaining to University housing (individually and collectively, the "**University Regulations**").
- B. You acknowledge and agree that rates or fees are subject to change by the University, as are institutional regulations and policies affecting the Contract. Changes and additions are officially announced and/or posted. The announcement or posting constitutes actual notice. Changes and additions to institutional regulations and policies affecting the Contract become effective and binding at the first date of official posting or announcement.
- C. You agree not to sell or assign the Contract.
- D. If you violate any of the terms or conditions of the Contract, **or if University determines that Student has disregarded the community living standards, including roommate contracts agreed upon by both roommates, in a consistent and/or significant manner** the University may refuse to offer Student a housing contract in the future.
- E. You agree that if Student is found by the University to be in violation of the Contract or any of the University Regulations (including Residence Life Regulations), or if Student's actions are disruptive to the use and enjoyment of University housing by other Students, Student will be subject to University disciplinary action and may be required to change residence within University housing or to withdraw from University housing. If the University requires the Student to withdraw from housing, the Contract will automatically be cancelled and liquidated damages will be charged as provided in Section IV.D.2.
- F. You agree to advise the Office of Residence Life **in writing** of any change of name, address, identification number, telephone number, email address, or marital status. Failure to provide this information can result in cancellation and charges pursuant to your Contract.
- G. **You agree the University is not responsible for loss or damages to the Student's personal property** by theft, fire or other casualty, whether such losses occur in Student's room, public areas, or elsewhere on University housing property. **It is your responsibility.** All students living in campus housing are encouraged to obtain insurance covering your personal property against losses, including those due to water, smoke, fire, and theft. Students are also expected to lock room doors properly and never leave personal items unattended in public areas. Items left in Student's room or other areas within University housing when Student vacates will be disposed of by the Office of Residence Life in accordance with policies in effect at the time of checkout. Equipment or property and trash left by the Student in common areas will be disposed of at the Student's expense. The cost of labor and materials will be charged to the Student and due immediately upon demand.

**II. Conditions of Contract**

The Contract is offered on the condition that Student will be accepted for admission to the University. The Contract does not guarantee that Student has been admitted to the University. Only the Office of Admissions can grant admission to the University. If Student has not been admitted to the University by **August 1**, the Contract may be cancelled and may be reinstated on Student's request and subject to availability if Student is admitted to the University after August 1. Student must be a full-time Student of the University registered for a minimum of twelve semester hours (undergraduate) or six semester hours (graduate) and actively pursuing a degree at the University to be eligible to live in University housing. During the summer, Student must be enrolled in at least one summer class in order to live on campus. Student must be between the ages of seventeen and twenty-five to be eligible for housing in the traditional living areas. Exceptions must be approved in writing by the Director of Residence Life. **The Office of Residence Life offers only three contract types: (1) Long-term full academic year (Fall and Spring), (2) Spring only, and (3) Summer only.** Student may not sign a contract for the Fall semester only without prior permission from the Office of Residence Life. If Student graduates at the end of the Fall semester or participates in a University-sponsored Study Abroad program in the Spring semester thereby requiring Student to leave at the end of the Fall semester, the Spring portion of the Contract will be canceled by the Office of Residence Life upon the Student's check-out.

**III. Payments**

- A. The Student must make a Security Deposit (herein so called) of \$300 to the Business Office at the time of Contract signing. The Security Deposit is applied to any damages, fees, or fines that may occur during the Contract term. The Deposit will be returned to the Student less applicable charges pursuant to the Contract within sixty days of checkout if, within thirty days of checkout, the Student provides written notice of intent to vacate, which should include a request for the return of the Deposit. After thirty days, the Deposit will become legal property of the University of St. Thomas. The Intent to Vacate must be submitted to the Office of Residence Life during the official checkout for the Contract term. With the approval of the Residence Life administrators, the Deposit may be used to pay for emergency medical care for the Student. After a reduction in the Deposit account, the Student will have a maximum of thirty days to bring the account back to the \$300 level. Failure to pay an amount due on the Deposit account may result in additional fees being charged to the Student's account and/or possible eviction. The Student is liable for all damage charges that exceed the \$300 Deposit. Payment for damages in excess of the \$300 Deposit will be due upon notice from the Business Office. The Contract will be cancelled without notice if the Student fails to pay the Deposit in full at Contract signing. Cancellation without notice will also occur should payment be returned for insufficient funding or exceeding the credit limit. In such cases a processing fee of \$50 will be applied to the Student's account and must be paid to the University in advance of move-in or notification from the University (whichever comes first). If Student is not admitted to the University, the Security Deposit will be refunded within sixty days of written request to the Office of Residence Life. Written notice must be submitted to the Office of Residence Life within the first thirty days of the Contract term. After thirty days, the Deposit will become legal property of the University of St. Thomas.
- B. The Student has the option of paying the total amount due for the Contract period in one payment for the long session, payment at the beginning of each semester, or by setting up a payment plan in the Business Office. Failure to pay by the due date or to pay the minimum amount due will result in a late fee being charged to the Student's account, and a bar against registration, degree confirmation, official transcripts, and refunds, or eviction.
- C. All remittances must be made payable to the University of St. Thomas. Payments are due in the Business Office. It is the responsibility of the Student to maintain proof of payment. Failure to receive an account or billing statement or notice of payment due does not relieve the Student of responsibility for payment by the due date.
- D. The University is not responsible for the untimely delivery of mail for any reason including failure, omission, or neglect on the part of the U.S. Postal Service.
- E. It is the Student's responsibility to verify the accuracy of all charges posted to his/her account. Billing discrepancies should be addressed through a written appeal, filed with the Business Office within ten working days of the posting of the charge. The Business Office will have thirty days to respond to the Student's appeal. Determination of the account balance will be made by the Business Office in cooperation with the Office of Residence Life and the Office of the Vice President of Student Affairs. Upon appeal, the Appeal Committee's ruling will be final and the Student will be responsible for payment as determined and directed by the Committee.

- F. The Student covenants and agrees to pay all expenses incurred by the University in collecting the total amounts due under this Contract, including collection fees up to a maximum of 33 1/3% of the amount due, attorney's fees, court costs, and other costs. Failure to pay on a timely basis, may subject the Student to eviction proceedings.
- G. If Student is dismissed from the University because of forced scholastic withdrawal, the Student will pay all charges accruing under the Contract through checkout plus a \$200 cleaning and processing fee.
- H. If Student is suspended or expelled from the University, the Student will be liable for the full cost of the contract, including the meal plan, and will forfeit the full Security Deposit.

#### IV. Cancellation

**The Student is responsible for the full amount of charges for the Contract Period**, unless the Student cancels the Contract in compliance with one of the provisions in this section. Cancellation must be in writing and delivered/postmarked by the specified cancellation date.

- A. **Before Occupancy without replacement long-term.** (1) Written notice by June 1, will result in the loss of \$200 of the Security Deposit. (2) Written cancellation after June 1, but before 5 p.m. on the Sunday before the first scheduled day of class for the fall semester, will result in the loss of the total \$300 Security Deposit. (3) Failure to occupy the premises by 5 p.m. on the Sunday before the first scheduled day of class for the fall semester will result in Contract cancellation, a \$100 cancellation fee, and forfeiture of the entire \$300 Security Deposit amount.
- B. **Before occupancy, without replacement, spring only Contract.** (1) Failure to provide written notification of cancellation by October 1, will result in the loss of \$200 of the Security Deposit. (2) Written cancellation after October 1, but before 5 p.m. on the Sunday before the first scheduled day of class for the spring semester, will result in the loss of the total \$300 Security Deposit. Failure to occupy the premises by 5 p.m., on the Sunday before the first scheduled day of classes for the spring semester, will result in Contract cancellation, a \$100 cancellation fee, and forfeit of the entire \$300 Security Deposit amount.
- C. **Before occupancy, without replacement, summer only Contract.** (1) Failure to provide written notification of cancellation by May 1, will result in the loss of \$200 of the Security Deposit. (2) Written cancellation after May 1, but before 5 p.m. on the Sunday before the first scheduled day of class for the summer semester, will result in the loss of the total \$300 Security Deposit. Failure to occupy the premises by 5 p.m., on the Sunday before the first scheduled day of classes for the summer semester, will result in Contract cancellation, a \$100 cancellation fee, and forfeit of the entire \$300 Security Deposit amount
- D. **Before Occupancy, with replacement, and no vacancies.** Written notice of cancellation and granted written approval from the Director of Residence Life to vacate received by June 1, (long-term only Contracts), received by December 1, (spring only Contract), or received by May 1, (summer only Contract) with replacement and no vacancies will result in the loss of \$50 of the Security Deposit. Cancellation after June 1 (long-term Contracts), after December 1 (spring only Contract), or after May 1 (summer only Contract) with replacement and no vacancies will result in the loss of \$100 of the Security Deposit.
- E. **During the Contract Period.** The student will pay the daily rate until checkout. Additional charges include: (1) Withdrawal from the University without fulfillment of the Contract term: forfeiture of the \$300 Security Deposit. (2) Forced Contract severance for failure to comply with University and/or Residence Life rules, regulations, policies, procedures, and/or failure to comply with federal, state, county, or city law/ordinance: payment of full Contract term (including meal plan) and loss of \$300 Security Deposit. (3) Graduating Student during the Contract Period with written approval of Director of Residence Life: no penalty; **without** notification and approval: forfeit \$300 Security Deposit. (4) Failure to register for the appropriate number of hours without the written approval of the Director of Residence Life: forfeit \$300 Security Deposit. (5) Failure to register: forfeit \$300 Security Deposit and standard rental charges through checkout. (6) Failure to pay any amount due on the Contract: forfeit \$300 Deposit. Student will be charged for standard rental charges and meal plan usage through checkout. (7) Voluntary contract severance for any reason not named above with the permission of the Director of Residence Life: forfeit \$300 Security Deposit plus cancellation fee equal to \$500 or fifty percent of the remaining balance owed on Contract agreement, whichever is lesser.
- F. If a Student becomes married during the Contract term, the Student (and his/her spouse) may be permitted to transfer the Contract to a married Student housing facility, in the event that married Student housing is available. With transfer, \$50 transfer fee; without transfer, loss of \$300 Security Deposit and standard room and board charges through checkout. The Director of Residence Life reserves the right to grant/deny such requests.
- G. With Contract severance, forced withdrawal, expulsion, suspension, failure to register, failure to register for the correct number of hours without written approval, voluntary contract severance without written approval, graduation without notice, or change in marital status, the Student must vacate within twenty-four hours of written notice from the Director of Residence Life. Vacate dates/times for all other situations will be determined in accordance with the needs of the Office of Residence Life, the replacement Student, and remaining occupant(s). Vacating Student will be responsible for daily rental charges through checkout.
- H. If Student is dismissed from the University because of forced scholastic withdrawal, the Student will pay all charges accruing under the Contract through checkout plus a \$200 cleaning and processing fee.
- I. If Student is suspended or expelled from the University, the Student will be liable for the full cost of the contract, including the meal plan, and will forfeit the full Security Deposit.
- J. Re-enrollment. If the Student re-enrolls in the University during the original Contract Period after cancellation, the Student shall become liable for all charges under the Contract accruing throughout the Contract Period.

#### V. Room Assignments

- A. It is the policy of the University to assign roommates without regard to race, religion, disability, or national origin.
- B. If a permanent space is unavailable when the Contract commences, the University may place Student in temporary accommodations until a permanent space becomes available. If the University places Student in temporary accommodations, the Student will remain bound to the Terms and Conditions of the Contract.
- C. Only the person(s) assigned by the University to the Students' room may reside in the room.
- D. The University reserves the right to make changes in room or facility assignments for such reasons as the University determines to be appropriate in its sole and absolute discretion, including without limitation, roommate conflicts, pending disciplinary action, and non-compliance with University and/or Residence Life Regulations. Room re-assignments include, but are not limited to, assignment to supplemental space and consolidation of residents, and shall not result in an increase or decrease in the Contract Rate. Consolidation exists to keep as many rooms available as possible in order to grant the Department of Residence Life the ability to provide housing on campus to all students who apply and reduce energy costs in rooms.
- E. Students may submit requests for room changes through the Office of Residence Life. Students who move out of, into, or within University housing without proper authorization are subject to disciplinary action, a \$50.00 charge, and termination of this contract with a charge for the \$500 cancellation fee and incurrence of the entire year's housing payment.
- F. If vacancy occurs in a room, the remaining Student will accept an assigned roommate or move to another room upon notification by the University. The remaining Student may request permission to maintain the room below designated occupancy. The University, in its sole discretion, may grant or deny such request but if granted, it will be conditioned upon requiring a charge of a private room rate, prorated for the remainder of the semester. Where there is a vacancy, the Student must only occupy one side of the room and maintain the space in a manner that will allow another student to move in immediately.
- G. If Student fails to relocate as directed (including location, date, and time) the Student will be assessed quadruple charges for the holdover period.

#### VI. Check-in; occupancy

- A. The opening date for the fall, spring, and summer semester will be advertised via the University's website and in newsletters and/or letters.
- B. If a Student fails to check-in by 5 p.m. on the Sunday before the first day of classes for the fall and/or spring and/or summer semesters, the University may terminate the Contract and the Student will be assessed \$300 in liquidated damages (\$300 Security

Deposit) unless Student makes prior **written** arrangements with the Office of Residence Life and receives prior **written** approval from the Director of Residence Life to check-in on a later date.

- C. When possible and if the situation warrants, space may be made available for special occupancy immediately prior to official opening for the fall, spring or summer semester or during holiday closings. Special occupancy assignments will be awarded at the discretion of the Director of Residence Life. The Student will be charged not less than \$25 per day for a special occupancy assignment. A Student who accepts a special occupancy assignment does so with the understanding that he/she must abide by University and Residence Life rules and regulations, that guests will not be permitted during special occupancy and exit/entry may be restricted. Special occupancy assignments may not be in the Student's contracted space. The Student is responsible for maintaining absolute cleanliness during special assignment. The Student will pay a fee of not less than \$200 should it become necessary for the University to clean a special occupancy room upon the Student's departure.
- D. If Student receives approval for a special occupancy assignment, or if Student accepts a room key/cardkey, places any belongings in a room, or requests to have a space held after 5 p.m. on the Sunday of check-in, the Contract will be effective the earlier of the date of any such action and the Student will be liable for the full Contract Period. If the effective date of this Contract as provided in this paragraph, is earlier than the starting date of the Contract Period as stated in the Residence Life Contract, then the Residence Life Contract shall be automatically amended to reflect the earlier date of the Contract Period and these terms and conditions shall apply commencing on that earlier date.
- E. Occupancy of Student's room by Student shall constitute Student's confirmation that the room (including equipment and fixtures) is clean, sanitary and in good working order and condition at the time of such occupancy.
- F. Student must vacate between the fall, spring, and summer semester twenty-four hours after his/her last final examination or 10 a.m. on the day following the last scheduled final examination (whichever comes first). Non-graduates must vacate at the end of the long-term Contract Period within twenty-four hours of their last final exam or by the official closing time, which is 10 a.m. the morning after the last scheduled final examination (whichever comes first). Graduates must vacate at the end of the long-term Contract Period by noon on the day following Commencement. No guests, except for immediate family, will be permitted on University housing property after official closing time, as defined above. The graduating Student will not be charged for Commencement housing. No meals will be served after official closing.
- G. The Contract rate reflects only those days a Student can reside in University housing. Even though the contracted Student is permitted to leave his/her personal belongings in her/his Contract space during the inter-semester closing, no Student is charged for housing during closing. Student may only leave her/his personal belongings in University housing between the fall and spring semester if the Student is contracted to reside in housing for the spring term. Room and/or facility changes must be conducted before vacating for official closing and in accordance with the official closing date and time. Students who are not contracted for the long-term must vacate and check-out of housing in accordance with Residence life check-out policies and by the official closing date and time. Student may not live or visit in the room in between semesters or during any other official closing. Times may be scheduled, at the discretion of Residence Life, for contracted residents to return to housing for the purpose of mail collection during the period between the fall and spring semesters. However, under no condition will Student otherwise be permitted to be on University housing property during any official closing.

**VII. Check-out**

- A. Student shall vacate at the end of the Contract Period in accordance with all Residence Life checkout policies and regulations.
- B. If Student withdraws from the University during the Contract Period, Student must checkout and vacate within twenty-four hours of withdrawal. Failure to follow checkout policies and regulations will result in charges as outlined in Section IV.
- C. Student must abide by and follow all Residence Life checkout procedures, policies, and regulations, to receive clearance to checkout. Failure to follow these procedures, policies, and regulations until result in charges up to \$200 per day for improper checkout plus holdover charges and room damage charges.
- D. If Student fails to checkout and vacate by the advertised date and time, or within twenty-four hours of withdrawal, he/she will be charged \$200 in liquidated damages and quadruple room charges for the holdover period. Further, the Student shall indemnify the University and prospective residents for damages, costs, and expenses arising out of or related to Student's failure to timely check-out, including, without limitation, lost revenues, lodging expenses, relocation of Student's belongings, cleaning and attorney's fees.

**VIII. Care of facilities; equipment; pets**

- A. Student is responsible for keeping her/his room in a neat and orderly fashion at all times. Student shall not cause or allow others to cause damage or alterations to the room, furniture, or equipment. All costs associated with repairs and replacement arising out of or relating to Student's failure to comply with the foregoing requirements shall be paid by the Student to the University promptly upon demand.
- B. The Student specifically agrees to be liable for damages or other losses that she/he or her/his guest(s) cause to University housing property, except for normal wear and tear. Title to the damaged property will remain with the University. The Student will be charged on a prorated basis for public area damage when responsible parties cannot be identified and where reasonable evidence exists that area Students or area Student's guest(s) are responsible for the damages. The Student shall pay all such amounts to the University promptly upon demand.
- C. No heating, refrigeration, cooking appliances and small refrigerators, are permitted in Student rooms, with the exception of the Microfridge and/or other refrigeration units provided by the University and UL-approved grounded coffee pots. No pets are permitted except those that may be properly cared for in small (10 gallons or less) aquariums. Student must receive advance approval from her/his roommate and the Office of Residence Life to maintain any animal in any University housing facility. In order to provide ample opportunities for Students to adjust to their new environments and roommate, approved pets will not be allowed in any University housing facility until the third full week of classes. Students may not feed stray animals in or around the residence halls.

**IX. Conduct**

- A. Use or possession of fireworks, firearms, any lethal weapons or facsimiles is prohibited in University housing and may subject Student to disciplinary action, including Contract severance, suspension or expulsion.
- B. Student shall comply with all applicable state and federal criminal and civil laws, rules, regulations, and ordinances governing the use or possession of alcoholic beverages, firearms, gambling, narcotics, and controlled substances. All such laws, rules, regulations, and ordinances are enforced on University housing property.
- C. Solicitation, including door-to-door sales of goods or services, is not permitted in or on University housing property.

**X. Fire Safety**

- A. Fire safety devices are installed on University housing property. Residents and guests must evacuate the residence hall immediately any time a fire alarm sounds and/or immediately upon notice of staff and/or fire officials. Tampering with fire safety equipment is a violation of state and University regulations and will result in immediate disciplinary action, including contract severance and possible suspension or expulsion.
- B. Student may not disconnect, damage, or tamper in any way with fire safety devices. Student shall immediately report to staff the malfunction of any fire safety device, including the smoke detector in the Student's room.
- C. Smoking is prohibited in all University housing facilities, and within twenty-five feet of all University housing facilities. The term "smoking" means inhaling, exhaling, burning, or carrying a lighted cigarette, cigar, or other lighted tobacco product in any manner, or in any form. This policy applies to all residents and their guests.
- D. The University will inspect and repair a smoke alarm if Student provides a written request to the Office of Residence Life. The University does not have a duty to inspect or repair a smoke detector/alarm if the malfunction is caused by Student or Student's roommate or guest(s), unless Student pays in advance for the reasonable cost for the repair or replacement, including labor, material and overhead. Student is responsible for maintaining the smoke alarm/detector in good working condition at all times. This

includes maintaining a working battery in the alarm/detector at all times. The University is not responsible for battery replacement, including the purchase of batteries for Student after occupancy. Failure to maintain the detector/alarm in good working condition will result in fines, fees, service, and possible contract severance.

- E. Student shall not adjust or tamper with any mechanical, electrical, or gas fired equipment.

**XI. Meals**

- A. A meal plan is a required part of the Contract. The Student **may increase but not decrease the meal plan level**, with written notice to the Director of Dining Services, specifying the change. The increased amount will be charged to the Student's account and will be due as specified by the University Business Office. The University reserves the right to assess a processing fee for changes made to the meal plan. Student will not be refunded for any unused dollars(s).
- B. The Dining Center will be closed and no meals will be served during official University closings and holidays.
- C. Student may not be exempt from meal plan participation for any reason.**
- D. Meal plan costs will not be refunded for any reason beyond the twelfth class day.
- E. Student agrees to abide by all Residence Life, University, and Dining Services rules, regulations, policies and procedures when in the Dining Center.

**XII. Rights and obligations of the University**

- A. University personnel may enter Student's room at any time in the event of an emergency and at any reasonable time for any reasonable purpose, including, without limitation, inspection, maintenance, or investigation of violations of University, Residence Life, federal, state, county, and/or city regulations, policies, rules, procedures, laws or ordinances. By signing the Contract the Student specifically agrees to be bound by the University's search, entry and seizure policies as they now exist or may hereafter be amended, as set forth in Residence Life Regulations.
- B. Any duty of the University to remedy or repair conditions materially affecting the physical health or safety of a Student is as established by applicable law. Student shall give **written notice** to the Office of Residence Life specifying such conditions upon Student's discovery of such conditions.
- C. **You agree the University is not responsible for loss or damages to the Student's personal property** by theft, fire or other casualty, whether such losses occur in Student's room, public areas, or elsewhere on University housing property. **It is your responsibility.** All students living in campus housing are encouraged to obtain insurance covering your personal property against losses, including those due to water, smoke, fire, and theft. Students are also expected to lock room doors properly and never leave personal items unattended in public areas. Items left in Student's room or other areas within University housing when Student vacates will be disposed of by the Office of Residence Life in accordance with policies in effect at the time of checkout. Equipment or property and trash left by the Student in common areas will be disposed of at the Student's expense. The cost of labor and materials will be charged to the Student and due immediately upon demand.
- D. The University will install, change, or rekey a security device on any exterior door or window of the Student's room after receiving a **written request** from Student. **A charge for labor, materials, overhead and extra keys (including card keys) provided by the University shall be paid by the Student promptly upon delivery of a statement for same from the University, unless such charges are prohibited by applicable law.**
- E. In the event that the University is prevented from completing the performance of any obligations under this Contract by an act of God or other occurrence whatsoever which is beyond the control of the University, the University shall be excused from the performance of such obligations to the full extent allowed by law.
- F. The University reserves the right to make changes in room and/or facility assignments with no extra contractual cost to the Student. Assignments may at any time be changed, canceled, or terminated by the University in the interest of order, health, discipline, maximum utilization of facilities, or due to disaster, after reasonable notice to the Student.
- G. Student agrees not to sell, sublease, or assign this Contract.
- H. Alterations of this Contract with the intent to change its terms, conditions, or purposes will, at the option of the University, void this Contract.
- I. Should the Student or a guest violate any provision of this Contract, the Director of Residence Life, may, in the future, refuse to provide a Contract for premises to the Student or the Student's guest(s). Disregard for the rights, responsibilities, and duties of others, as well as the creation of circumstances which could jeopardize life, limb, or property, are conditions, which are not acceptable on University housing property and may be cause for Contract termination. The Office of Residence Life may exclude from housing, residents, guests or others who are not obeying applicable laws, are violating this agreement or any other University or Residence Life rules, regulations, policies or procedures, or are causing a disturbance among residents, neighbors, visitors, or staff.

**XIII. Miscellaneous**

- A. The Contract may be amended or supplemented only by an instrument in writing executed by the party against whom enforcement is sought. The Contract and all documents incorporated in it contain the entire agreement of the parties and no oral understanding or agreement not incorporated into the Contract shall be binding on either of the parties.
- B. The Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created by the Contract shall be performable in Harris County, Texas. If any one or more of the provisions contained in the Contract shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not offset any other provision thereof and the Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained therein.
- C. Capitalized words or phrases used in these Terms and Conditions have the respective meaning assigned to them in the Contract, unless the context clearly indicates otherwise. "Student" and "You" means Student and Guarantor, jointly and severally.

**XIV. Notices**

- A. Any notice, request, 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, or overnight courier, or three days after it is deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to Student at the address of Student's assigned room during the Contract Period or to Guarantor at the address stated in the Contract, and addressed to the Office of Residence Life.
- B. The Student must respond to all written directives within the time frame outlined. Failure to do so may result in disciplinary and/or administrative action, including, but not limited to Contract termination, or loss of Contract privileges and/or rights. In accordance with the University, **The Department of Residence life deems Students' "stthom.edu" email accounts as the official communication tool on campus.** Students are strongly encouraged to check their "stthom.edu" email account daily and respond appropriately to information from the Department of Residence Life.
- C. The Student is responsible for the daily collection of mail and for reading all notices, letters, newsletters, memorandums, and other correspondences from the University, Department of Residence Life, and staff, and for abiding by and otherwise acting in accordance with all directives, policies, rules, regulations and procedures outlined in said notices.
- D. The University and Office of Residence Life bear no responsibility for the delivery and receipt of mail or packages for, by, or between Students, their families or others.