

**Coastal Bend College
Residency Contract**

This contract is an agreement between Coastal Bend College (CBC) and the individual student and/or parent or legal guardian. It does not constitute admission to CBC. This contract can be cancelled or terminated only under the conditions specified in this contract. Please read this contract carefully. When this contract is completed, signed, and returned to the Housing Office, it becomes a binding contract between CBC and the student, and the student's parent or legal guardian if the student is under age 18. Completion of this contract is for campus housing only and does not guarantee assignment to a particular room or apartment. Guidelines from the Housing Handbook will also need to be followed. CBC RESERVES THE RIGHT TO DENY RENEWAL OF THIS CONTRACT. CBC RESERVES THE RIGHT TO EVACUATE STUDENTS IN CASE OF AN EMERGENCY.

Semester _____ **Year** _____

Contract for:
(Please Print)

Name _____
(Last, First, Middle Initial)

Permanent Address _____
Street or Box Number, City, State, Zip

Phone # _____ **Parent's Phone#** _____

I have read and agree to the terms of this contract.

Student's Signature **Date**

Parent/Legal Guardian's Signature (if student is under 18 yrs. old) Date

RENEWAL: Residents may renew this contract by signing the renewal form at the bottom of this contract. There shall be no housing balances due prior to move on the next semesters. In renewing this contract, the resident, parent and/or guardian agrees to continue abiding by CBC policies and the housing rules and regulations. An application fee will not be required if returning for consecutive semesters.

RENEWAL FOR _____ DATE _____ SIGNATURE _____

RENEWAL FOR _____ DATE _____ SIGNATURE _____

RENEWAL FOR _____ DATE _____ SIGNATURE _____

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1. **Eligibility:**
To be eligible to reside in campus housing, a student **MUST BE** enrolled at CBC as a full-time student and **MAINTAIN** full-time status (12 hours for Fall/Spring and 9 hours for each Summer Session). A nonrefundable application fee of \$250.00 must be paid prior to move in. Benton Hall dormitory residents are required to purchase a meal plan. Students may purchase either a 15-meal plan or a 19-meal plan. The student handbook provides meal plan prices. Apartment residents are not required to purchase meal plans. Residents must obtain permission from the Student Life Coordinator and/or the Director of Student Services to drop below full-time status and remain in housing. Students requesting special consideration should submit a written request to the Student Life Coordinator. A resident dropping below full-time status without permission will be asked to vacate his/her apartment or dorm room. Residents will be suspended from residing or visiting any campus housing till further notice from housing officials. Campus housing is open to qualified applicants without regard to race, color, religion, sex, national origin, or disability.
2. **Period of Contract:**
The term of this contract is for one academic semester and may be extended for a complete academic year. Students may reside in housing for a maximum of three calendar years.
3. **Contract Consideration:**
The housing contract is between CBC, the student and parent and/or guardian. It may not be transferred to another individual by another individual by the resident. The student **MAY NOT** sublease his room/apartment. It is a violation of the resident's agreement with CBC and will be subject to termination of this contract and suspension from campus housing. All room/apartment assignments are made by the Student Life Coordinator. The Student Life Coordinator reserves the right to make room/apartment assignment changes when necessary, including assignments to temporary spaces. Residents may not change rooms/apartments unless given permission by the Student Life Coordinator. Continuance of this contract and/or transfer of room/apartment is dependent upon the resident's continued enrollment at CBC. If the resident withdraws from CBC and is reinstated with 24 hours after such a withdrawal, the contract will continue. If not, the resident will be suspended from visiting or residing in campus housing till further notice from CBC officials. **If the student breaks contract a \$300.00 fine will be charged to the student's account.** Residents whose actions are found to be detrimental to welfare of the student living group may be required to move to another room or withdraw from the dormitory or apartment and may be subject to further disciplinary action. If a vacancy occurs in a dorm room, it is possible that the current resident will have a new roommate. **CBC does not have private dorm rooms available to students CBC reserves the right to consolidate vacancies.**
4. **Cancellation of Housing Contract during Occupancy:**
Completion of any portion of the check-in procedures, acceptance of a dorm room or apartment key, or placement of possessions in the dorm room or apartment constitutes occupancy and **OBLIGATES** the resident to the entire contract. This contract is binding and the resident shall be held liable for payment as stipulated in the Coastal Bend College refund policies. **Once again, if the student breaks contract a \$300.00 fine will be charged to the student's account** Continued occupation of an apartment after termination of this contract is not allowed. CBC has the right to determine when and if any portion of this contract is violated and to determine the appropriate action. If any portion of this contract is determined to be to be illegal or invalid, this will not affect the validity or enforceability of the remaining provisions of this contract.
5. **Termination from CBC and Housing:**
CBC has the right to terminate this contract if the resident is expelled, suspended, withdrawn, dismissed, or removed from the dormitory or apartments for disciplinary reasons or drops below full-time status. Residents, under these circumstances, **WILL NOT** receive refunds or rental payments. Rental payments will not be prorated. Residents placed on disciplinary probation by CBC may not have his/her rental agreement renewed and may be refused future housing privileges. CBC reserves the right to terminate this contract with reasonable notice and good cause. Termination by CBC will be made by the Student Life Coordinator and/or Director of Student Services. Reasonable notice is usually 24 hours. CBC has the right to terminate this contract or refuse housing to any resident who is delinquent in paying rental fees, unwilling to abide by housing rules and regulations, whose behavior is in violation of the Student Conduct Code (as outlined in the **Student Life Handbook**), or deemed incompatible with the overall housing group. If an assigned room/apartment is destroyed or otherwise made unavailable and CBC cannot furnish other housing, the contract agreement will terminate. All rights and liabilities of the parties shall cease and rental payments made by the student shall be refunded on a prorated basis when housing is unavailable to the student.
6. **Failure to make payments:**
Failure to pay rental fees by the first of each month for apartment residents and scheduled installment payments for dormitory residents; or residents who fail to pay CBC for any fees or damages may result in immediate suspension from housing, loss of future housing privileges, registration, graduation, and/or transcript blocks. If rent is not paid by the 5th of the month a fee of \$25 will be added to bill.
7. **Room Payments:**
Dormitory residents may pay the dorm fees in one payment or in installments. These arrangements must be made through the Business Office. Apartment residents are required to pay CBC the first month's rent on a prorated basis before occupying the apartment. Thereafter, each month's rent must be paid in full on the first of the month. If rent is not paid by the 5th of the month a late fee will be added in the amount \$25. If an apartment resident has a roommate, the rent may be divided equally between the resident and the roommate.
8. **Alcohol/Drug Possession:**
Residents are governed by the alcohol/drug policies as outlined in the **Campus Housing Regulations Section of the Student Life Handbook**. Residents and their guests **ARE NOT** allowed to have consumable alcohol anywhere on CBC property or campus housing. Residents **MAY NOT** keep alcoholic beverage containers in the rooms or apartments. **Residents found in violation of this rule, regardless of who supplied the alcohol, are subject to fees, community service, online education, immediate suspension and/or expulsion from campus housing.** This policy holds true for all residents regardless of age. Illegal non-prescription drugs are prohibited. Possession, use, and/or sale of an illegal drug (as defined in the **CBC Policy Manual and the Student Life Handbook**) is forbidden. Residents found in violation of this rule, **regardless of who supplied the drugs, are subject to immediate expulsion or suspension, and applicable to state and federal laws. Law enforcement officials will be summoned to handle these violations.** Residents will be held liable for the conduct of their family, friends and guests.
9. **Refunds: if any**
Any refunds will be issued by the Business Office after communicating with the Housing Coordinator.
10. **Required Room or Apartment Conditions:**
The resident will agree to maintain the dorm room or apartment and CBC property and furnishings in a neat and orderly fashion at all times. Residents **must** correct any violations called to their attention by CBC officials. Residents will be held liable for any abnormal wear, damages, or cleaning of their room/apartment, furnishings, dorm lobby furnishings and/or public CBC housing areas when confirmed. CBC agrees to provide a room or apartment in a livable condition and to provide a reasonable atmosphere conducive to studying and sleeping. CBC agrees to make repairs within suitable time period, except those cases caused by a resident's negligence. Residents **MAY NOT** paint, renovate, construct any structure in dorm rooms or apartments or on CBC housing property. **BEDS CANNOT BE STACKED IN A BUNK BED STYLE.**
11. **Security and Liability:**
CBC, its governing board, administration, and/or employees, **SHALL NOT** assume any legal liability for personal injury (including death, rape, or assault) or loss or damage to personal property of housing residents and their family, friends, or guests which occurs on or in any CBC property during the term of this contract. Residents and/or parents/guardians are encouraged to carry appropriate insurance to cover such losses. Residents **MUST** lock all their doors and windows whenever they leave their rooms or apartments and carry the keys with them at all times. A lost key must be reported immediately to the Student Life Coordinator. Residents must pay for a new lock and keys immediately upon reporting to the Student Life Coordinator. CBC will have security personnel on duty during evening hours. However, residents **MUST** take measure to secure their property and personal safety.
12. **Entry:**
Authorized CBC personnel have the right to enter the dorm rooms or apartments any time for maintenance repairs, to seek missing furnishings, inspections, emergencies, and to ensure compliance with CBC policies and with federal, state, and local laws. Dorm rooms will be inspected as needed but restroom checks will take place on a weekly schedule. Insuring safety is a key factor and CBC staff members including Residential Assistance (RA) and helpers to the RA's will be monitoring housing areas. CBC staff can and will enter rooms if there is reasonable cause. Law enforcement can and will be called to assist as needed. Law enforcement can and will enter rooms while accompanied by a CBC staff member.
13. **Vacations and Semester Breaks:**
Dormitory residents are not allowed to reside in the dormitory during vacation, breaks, or holidays. Apartment residents may occupy their apartments between semesters if the resident is returning the next semester provided that: (1) the resident has renewed the rental agreement for the next semester; (2) the rent has been paid in full.
14. **Personal and CBC Property:**
All personal property left on CBC property or inside rooms or apartments will become CBC property if left unclaimed after termination of this contract or moving out of the room or apartment. CBC then has the right to dispose of the property through sales, donations, or as deemed by the college. CBC has the right to remove any objects or material which constitutes a safety or sanitation hazard from rooms or apartments. Hazardous items are outlined in the Student Life Handbook. Again CBC is not responsible for lost or stolen property.
15. **Fire, Theft or Damage:**
CBC WILL NOT be liable for any loss or damage of property from fire, theft or any cause whatsoever. Students are responsible for their own insurance for their own property. Surge protectors are encouraged.
16. **Damages:**
The resident, parent and/or guardian will be liable for payment due to damages of CBC property.
17. **Lead Paint:**
Lead paint pigments were used in some paints through the 1960's. Ingestion or exposure to lead paint can have adverse health effects, especially to young children. The maintenance of lead painted surfaces is covered by various regulations to minimize exposure to people. Though most residence apartment surfaces are lead-free, lead paint could potentially be present. For this reason, students should not puncture or disturb any finishes on surfaces at the residence apartments or dorms. Do not let children put their mouth on any surfaces to avoid potential exposure. Please report any deteriorating, flaking, or dusting of materials so that it can be inspected and repaired as necessary.

