



**UNIVERSITY OF THE
INCARNATE WORD**

RESIDENCE LIFE *and*
HOUSING OPERATIONS

**RESIDENCE LIFE HOUSING OCCUPANCY CONTRACT
SUMMER 2021 and ACADEMIC YEAR 2021 – 2022**

IMPORTANT: PLEASE CAREFULLY READ THIS CONTRACT.

This Agreement is for (check as appropriate): _____ **Summer 2021** _____ **Academic year (Fall 2021 – Spring 2022)**

I understand that a room will be assigned to me based on eligibility of occupancy and the availability of housing, ***with priority given to undergraduate students ages 17 - 24 who live outside of the San Antonio, Texas, area.*** The University does not provide family or married housing. This contract does not guarantee a specific room, type, location, roommate, or size. I agree to pay the established rate for the room to which I am assigned.

Cancellation*: *The Residence Life Housing Occupancy Contract may be cancelled prior to occupancy according to the refund schedule and process set out in the UIW Residence Life Handbook. If I cancel this contract after occupancy, for reasons other than those stated below and in the Residence Life Handbook, I will be charged a cancellation fee of \$500 and forfeit my \$225 deposit.*

1. Graduating from the University at the end of the fall semester
2. Leaving the University at the end of the fall semester due to being enrolled as an international/exchange student at UIW
3. Will be participating in a recognized UIW program outside of the San Antonio area.

Meal Plan: I understand that I must purchase a meal plan each semester I reside in housing. The meal plan options are posted on the 2021-2022 rate sheet and at uiw.edu/housing.

- **First-time Freshmen are not eligible to select the Cardinal Bronze meal plan.**
- **Cardinal Athletes on full scholarship are required to select the Cardinal Platinum meal plan.**

In consideration of UIW granting my request to reside in housing, I agree as follows:

1. UIW reserves the right to revoke and/or end this agreement at any time at its discretion or if the necessity arises for UIW to no longer provide University housing.
2. During designated emergency response times, I understand that no guests (including suitemates) will be permitted in my room/apartment and my assigned residence hall. Only myself and assigned roommate (if applicable) are permitted to enter into my room.
3. During designated emergency response times, I understand that UIW Residence Halls may not be operating at full capacity. Further, services may be limited or suspended including but not limited to dining and housekeeping. On-campus staff and support facilities and services may not be available such as classrooms, library, Wellness Center, and the Tutoring Center. However, some services may be available on-line.
4. I understand and acknowledge that UIW Health Services is subject to closure and may have limited capacity to treat me if I become ill.
5. I agree to comply with all requests, rules and guidelines set in the Department of Residence Life and Housing Operations Handbook and the Student Code of Conduct.
6. I agree to follow all posted UIW health and safety guidelines.
7. During designated emergency response times, I understand that I may be required to comply with wearing specific personal protective equipment including face coverings/masks and follow proper hygiene protocols.
8. The University reserves the right to make changes in room assignments to ensure proper safety of residents.
9. I understand that I must actively participate in class and maintain full time enrollment status.

10. COVID 19

The novel coronavirus, COVID-19, is a highly infectious, life-threatening disease declared by the World Health Organization to be a global pandemic. There is no current cure or vaccine for COVID-19. COVID-19's highly contagious nature means that contact with others or contact with surfaces that have been exposed to the virus can lead to infection. Additionally, individuals who may have been infected with COVID-19 may be asymptomatic for a period or may never become symptomatic at all. Because of its highly contagious and sometimes "hidden" nature, it is currently very difficult to control the spread of COVID-19 or to determine whether, where, or how a specific individual may have been exposed to the disease.

Health and Safety Standards – Shared Responsibility - COVID-19: *Taking steps to minimize the risk of COVID-19 infections (or any other spread of disease) at UIW is a shared responsibility. Every member of our community – including you – must do their part.*

This means adhering to national, state, and local health guidelines and requirements, and adhering to those measures UIW deems safe and appropriate for its campus. Specific details will be provided as circumstances dictate. I agree to do all of this not just for myself, but for the safety of others, and because this is consistent with the mission and spirit of UIW.

UIW has put in place safety rules and precautions to mitigate the spread of COVID-19, which rules and precautions may be updated at any time. While acknowledging that these rules and precautions may or may not be effective in mitigating the spread of COVID-19, I will comply with such rules and precautions which may include, but are not limited to, mask wearing, hand washing, hand sanitizing, and social distancing. I understand that failing to comply with these rules and precautions is a violation of the University's Student Handbook and Residence Life Handbook and that failing to comply could subject me to sanctions up to and including expulsion from University.

Assumption of Risk due to COVID-19: I acknowledge that I may be exposed to risks that may result in my illness, personal injury, or death while residing in the UIW Residence Halls due to COVID-19 infection, and accept all risks to my health that may be a result of residing on campus. UIW cannot control these risks and may not be able to provide healthcare. I understand and acknowledge that given the unknown nature of COVID-19, it is not possible to fully list each and every individual risk of contracting COVID-19, and that the University cannot limit all potential sources of COVID-19 infection. I acknowledge that the University is an open campus, which limits the University's ability to control students and visitors on campus. I understand that UIW is not responsible for any medical expenses associated with any property or personal injury I may sustain. I acknowledge that I have asked for and/or been given information that I may need to determine the risks associated with returning to the campus of the University and to make an informed assumption of those risks. Aware of the foregoing, I am voluntarily returning to the UIW campus and voluntarily choosing to reside in the UIW Residence Halls.

11. **Release:** In consideration of UIW granting my request to permit me to reside in the UIW Residence Halls, I release UIW, and its Board of Trustees, officers, employees, and representatives from any and all liability to me, my personal representatives, estate, heirs, and assigns for any and all claims, demands and causes of action for any and all loss of property, illness or injury to me, including death, arising out of, resulting from, occurring during or in any way connected with or caused by acts, omissions, or negligence or gross negligence of myself, others, and UIW and/or its Board of Trustees, officers, employees, and representatives, that may be sustained by me while residing in the UIW Residence Halls to include a pandemic/emergency or while on premises owned or leased by UIW. This Release specifically includes all consequences which may arise directly or indirectly from risk of or exposure to COVID19.

12. **Indemnity, Hold Harmless, Covenant Not to Sue, and Waiver:** I agree to indemnify and hold harmless, waive and covenant not to sue UIW, its Board of Trustees, officers, employees, and representatives from liability for the injury or death to me or any person(s) and damage to property that may result from my arising out of, resulting from, occurring during or in any way connected with or caused by acts, omissions, or negligence or gross negligence of myself, others, and UIW and/or its Board of Trustees, officers, employees, and representatives, while residing in the UIW Residence Halls, to include times during an emergency/pandemic. It is my express intent that this Covenant Not to Sue and Agreement to Hold Harmless shall bind the members of my family and spouse, and my heirs, assigns and personal representatives, if I am deceased, and shall be governed by the laws of the State of Texas.

Break Housing*: If I choose to stay on campus during the breaks between semesters, I agree to pay for break housing (\$170.00 per week). All residents staying on campus between semesters will be required to pay for break housing and sign up for break housing via the housing portal. Break housing will **only** be offered to **eligible** qualifying students (registered full-time for the following semester).

- **Qualifying Student**
 - Summer II – Resident transitioning to Fall housing and are registered for Fall classes.
 - Winter Break – Residents currently in Fall housing and registered for Spring 2022 classes.
 - May to Summer I – Spring residents transitioning to Summer housing and are registered for Summer classes or Fall classes.
 - **Approved** Early Arrivals – Residents that are on an **approved and submitted** UIW organization roster.

Room Changes/Consolidation*: The University reserves the right to **make room changes or consolidate residents during and prior to occupancy.** If a change is conducted, the student's account will be adjusted to the proper room rate for that assigned space. The University reserves the right to assign the additional space in a room to another student as that space becomes available. Residents may **only** occupy the space assigned. Per University policy, residents must be notified 48 hours in advance for any administrative room changes.

*All details regarding the cancellation policy and other housing information can be found in the Residence Life Handbook. The terms and conditions of the Residence Life Handbook are incorporated herein as if fully set forth in this document.

Meningitis: Under Texas State Law (SB 62), I understand that prior to applying to housing; I must submit my meningitis documentation to UIW Health Services at healthsvcs@uiwtx.edu or by contacting at 210-829-6017.

Sex Offender: Under Texas State Law (HB 355), I understand that if registered as a sex offender I may not reside in on-campus housing of a public or private institution of higher learning.

Residence hall key and UIW ID: I agree to carry my UIW ID at all times and am responsible for my residence hall key. If I should lose either my key or ID, I will immediately report the loss to the Residence Life Office and pay for their replacement.

By signing this, I agree to comply with the terms of occupancy, the Residence Life Handbook, and the UIW Student Handbook, and agree to be

familiar with the policies and procedures set forth by the University and the Department of Residence Life. I understand a copy of this contract and the Residence Life Handbook can be requested from the Office of Residence Life.

I agree to all terms of this Residence Life Housing Occupancy Contract.

By signing, you and your parent or legal guardian will be legally bound to the terms of this agreement.

Printed Name	Student Signature	PIDM/Student ID#	Date
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

*If you are **17 years of age or younger** and you are accepting housing, then your parent or legal guardian must also sign this agreement.

Printed Name of Parent/Guardian	Signature of Parent/Legal Guardian	Relationship	Date
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

PLEASE RETURN TO: University of the Incarnate Word/4301 BROADWAY CPO#306/SAN ANTONIO, TEXAS 78209