



Residence Hall Application

Academic Year Fall 2009/Spring 2010

Fall /Spring Academic Year: _____ Spring Semester Only: _____ December Graduate: _____

Resident Information: (Please Print)

| | | | |
|-----------|------------|----|---------------------|
| Last Name | First Name | MI | Student I.D. Number |
|-----------|------------|----|---------------------|

Mailing Address:

| | | | | |
|-----------------|------|-------|-----|---------|
| Number & Street | City | State | Zip | Country |
|-----------------|------|-------|-----|---------|

() - Male or Female

| | | | |
|---|---------------|---------------|------------------------|
| Phone Number Country code if Applicable: () | Circle Gender | Date of Birth | Social Security Number |
|---|---------------|---------------|------------------------|

| | | |
|-------------------|-------------------------------------|---------------------|
| Cell Phone Number | St. Mary's University Email Address | Other Email Address |
|-------------------|-------------------------------------|---------------------|

Resident Profile: Age as of August 16, 2009 _____ Major: _____

Current Classification: Freshman Sophomore Junior Senior Graduate L1 L2 L3 L5

Category (check one):

1st Time Freshman

Transfer Student

Returning Resident: Last semester in residence was Fall/Spring of: _____
 What was your last hall/room assignment? _____

Currently enrolled at St. Mary's but no prior St. Mary's residence

Residence Hall Preference: 1) _____ 2) _____

Roommate Preference (Name): _____

Meal plan cost per semester for 2009-10:

Circle One

Plan A "Hearty" \$1530 + \$124 tax = \$1654

Plan B "Average" \$1370 + \$111 tax = \$1481

Plan C "Light" \$1133 + \$92 tax = \$1225

If no meal plan is selected, undergraduates will be given meal plan B.

- All resident students are required to purchase meal plans except Law, PhD & Graduate students.
- 8.125% sales tax required on all meal plans.
- Sales tax amount is subject to change.
- Visit the Business Office for any change to your meal plan after the 1st day of class each semester.

| | |
|--|--------------|
| Room Assignment (for office use only) | Date: |
| | |
| Room & Key Deposit/Receipt #: | |

Health Insurance Requirements:

- ALL students living on campus will be *automatically billed* for St. Mary's University Student Health Insurance when they are assigned housing.
- ALL F1 international students MUST purchase the St. Mary's University Student Health Insurance and will not be allowed to waive the insurance.
- Intercollegiate athletes may waive only with permission of the athletic trainer.
- For those resident students who have adequate health insurance coverage, a *Health Insurance Waiver Form* must be submitted on-line or to the Student Health Center prior to the 12th class day in order for the health insurance premium to be refunded. Waiver forms submitted after the 12th class day **CANNOT BE CONSIDERED**. On-line waiver site opens June 1, 2009.
- All students living on campus must have a Health Record Form on file at the Student Health Center and meet all STMU immunization requirements. Menactra (meningitis vaccine) is highly recommended for resident students. Please refer to www.stmarytx.edu/healthcenter/ for more details.

Please Sign:

Although all responses are taken into consideration, assignments will be based on the date the application and deposit are received. Please note that not all requests can be granted, due to earlier applications and limited spaces. It is very important to provide accurate information about roommate preference so that we may attempt to meet your request. Refer to the Residence Life Agreement for further information regarding policies.

Resident Signature

Date

Signature of Parent/Guardian

Date

(If student is under 18 years of age)

Please Return:

All Incoming Freshman and Transfer Residents:

Return this application, a \$100 Room and Key Deposit and the signed Residence Life Agreement to:

St. Mary's University
Office of Admission
One Camino Santa Maria
San Antonio, TX 78228

All other new residents:

Return this application, a \$100 Room and Key Deposit and the signed Residence Life Agreement to:

St. Mary's University
Office of Residence Life
One Camino Santa Maria,
San Antonio, TX 78228

Contact St Mary's University Office of Residence Life

(210) 436-3714

(Fax) 210-436-3300

Toll free 1-800-454-8366

<http://www.stmarytx.edu/reslife> E-mail: reslife@stmarytx.edu

Name: _____

ID: _____

SSN: _____

Date: _____

Major: _____

Personal Information *(Please circle your response):*

- Y N Are you an international student attending school on a non-immigrant visa (such as F-1, E-2, H-4, etc.?)
- Y N Will you be playing on one of St. Mary's varsity athletic teams? Which sport? _____
- Y N Are you a member of the Honors program?
- Y N Are you a Greehey Scholar?
- Y N Is anyone in your family a St. Mary's alumnus?
- Y N Has anyone in your family lived on campus at St. Mary's? Which hall? _____
- Y N Are either of your parents employed by St. Mary's?
- Y N Are you a Residence Life student staff member? What position? _____

Personal preferences *(Please circle your response):*

- Y N I smoke. (**All rooms are smoke free. You will not be permitted to smoke anywhere inside the hall.)
***Smoking is not permitted in any facility on campus. However, we attempt to place smokers together because of potential sensitivities. Please select "Yes" if you smoke.*
- Y N I like to have the stereo or television on all the time, even while studying.
- Y N I am a "Night Owl". (I stay up late and sleep in often.)
- Y N I am a "Morning Person". (I start winding down early in the evening & am energetic in the morning.)
- Y N I am gregarious and outgoing and I prefer to have friends dropping by regularly.
- Y N I prefer to study in my room. (My room is my sanctuary and I need to have privacy most of the time.)
- Y N I would prefer to live on a "quiet" floor. (I have a need for lots of quiet for study or sleep.)
- Y N I must have my room clean and orderly.
- Y N I would consider having an international student as a roommate.

Residence Life Agreement

This is an agreement between St. Mary's University and the individual student for residence hall space only. It does not constitute a commitment of admission to the University. This agreement may be terminated only under the conditions specified herein. Students, parents and/or guardians are urged to carefully read this agreement. When this form is signed and returned to the **Office of Residence Life, St. Mary's University, One Camino Santa Maria, San Antonio, TX, 78228**, it becomes a valid agreement between the student, his/her parent or guardian if the student is under 18 years of age, and the University. Completion of the application is for a residence hall space only and does not guarantee assignment to a particular room or residence hall. This agreement is binding regardless of the particular hall assignment. Please read carefully and sign and return to the Office of Residence Life. **A one hundred dollar (\$100) Room and Key deposit made payable to: St. Mary's University must accompany the application and agreement.**

Section 1. PERIOD OF AGREEMENT:

A. The term of this agreement is for the entire academic year (Fall and Spring), or if entered into after the start of the Fall semester, for the remainder of the academic year. In addition, this agreement is renewable contingent upon continued enrollment in the University as a full-time student and completion of the annual renewal process. Room payments do not cover periods between semesters. The University reserves the right to utilize rooms as necessary during periods between semesters. Students will be given prior notice to vacate their room during these periods if needed (for Summer Housing see Section 16).

B. The Student may occupy an assigned room beginning on the day the halls open for his/her particular category of student until the halls officially close. Failure to properly check into the residence hall by 7:00 p.m. on the first day of classes each semester could result in the assignment of the room to another student and the cancellation of this agreement. Further, upon such failure, the University shall have the right to retain the housing deposit as liquidated damages. Proper check-in consists of contacting a staff member in your assigned hall during the check-in period, between the hall opening date and 7:00 p.m. of the first class day, and receiving your room key and all check-in materials and publications. Every effort will be made to hold the original assignment if the Residence Life Office is notified of an anticipated delayed arrival, but it may be necessary to assign the late student to other accommodations. **All students must check out of the hall within 24 hours of their last final examination, graduation or termination under the terms of the agreement.** Accommodation, during periods when classes are not in session, may be made available if the University determines there is sufficient demand. In such instances, additional charges may be required of each student desiring accommodations. The amount will be determined by the Residence Life Office. In an effort to provide interim housing for students, the University reserves the right to consolidate students during break periods so that rooms are available for interim housing.

C. In the event that the assigned accommodations are destroyed or otherwise made unavailable and the University cannot furnish other accommodations, the agreement will terminate without penalty to either party. All rights and liabilities of the parties shall cease and payments previously made by the student shall be refunded on a prorated basis for the period which accommodations were unavailable to the student. In this event the full \$100.00 deposit will be refunded to the student upon request less any outstanding charges.

Section 2. CONSIDERATION OF THE AGREEMENT:

A. The residence hall agreement is personal and may not be transferred or assigned to another person. It guarantees the student a space (not a particular room or residence hall) on campus. The Office of Residence Life reserves the right to make all hall and room assignments and to make any subsequent changes considered advisable or necessary. Residents are not permitted to "sublease" their room to another student during the agreement period nor permit any other person to occupy it for any period of time without written authorization from the Office of Residence Life.

B. Students may reserve room space for residential purposes only. Other uses are in violation of University policy and may result in the termination of the agreement and/or disciplinary action. No commercial activities are permitted.

C. A residence hall agreement is issued only after a student has been officially accepted by the University. If a student fails to enroll, advance notice of residence hall cancellation must be provided as outlined in Section 4 of this agreement. Continuance of this agreement and/or transfer of deposit is dependent upon the student's continued enrollment in the University as a full-time student. Exceptions to this full-time policy will be made by the Director of Residence Life. **The student must check out of the hall within 24 four hours after withdrawal from the University or cancellation of the residence hall room. Proper check out includes, but is not limited to, cleaning the room (and bathroom), removing all belongings, completing closing paperwork and returning all residence life keys. An appointment should be made with a member of the Residence Life staff to complete this process. Any belongings left in the room after this 24 hour period will be considered abandoned and will become the property of St. Mary's University. Abandoned property may be kept or disposed of at the discretion of the University unless other arrangements have been made in advance with the Director of Residence Life.**

Section 3. DEPOSIT AND ROOM PAYMENTS:

The \$100 deposit, which must accompany the application and agreement, serves as a combination reservation/damage/room clearance deposit. The deposit is not applied to payments. The deposit will be refunded to the student upon request when all monies owed by the resident to the University are paid and the Residence Life Agreement is fulfilled. **Failure to properly check out of the hall may result in a substantial monetary charge to the student.** At the end of each semester, Residence Life staff will inspect each room for damages. Previous charges, other damages, or assessments left unpaid at the time the student leaves the St. Mary's University Residence Life, may be deducted from the \$100 deposit. Each semester's room charge will be due according to the established University fee deadlines. Failure to pay room charges accordingly could result in immediate removal from the residence halls, loss of future priority and/or registration and transcript blocks; and such failure does not constitute cancellation of this agreement by the resident.

Section 4. CANCELLATION OF RESIDENCE HALL ASSIGNMENTS:

A. Cancellation prior to the start of the academic year for new residents only: You may cancel at anytime after the Residence Hall application and agreement have been signed and returned to the Residence Life Office; however to be eligible for a full or partial refund of your deposit, request to cancel the residence hall reservation must be received in writing in the Residence Life Office by the following dates:

June 1 for a 100 percent deposit refund (\$100)

July 1 for a 50 percent deposit refund (\$50)

(Notifications submitted to offices other than Residence Life do not comply with the requirement and requested action cannot be assured.) The date upon which the cancellation request is received by the Residence Life Office will constitute the basis for determining compliance with the deadline. Upon failure to cancel a reservation as outlined above, the University shall have the right to retain all or a portion of the \$100 deposit at its discretion. All payments made will be refunded in full, except deposits as noted, if cancellation occurs prior to the first full day of classes. In the event that the student's admission or enrollment is cancelled for failure to meet the University requirements for admission, the full deposit will be refunded or transferred to another semester at the student's written request.

B. Renewal Option: *All eligible residents automatically renew their agreement each academic year by signing up for a space during the specified sign-up period or anytime thereafter.* The entire housing deposit less any charges for damage or other appropriate charges will be transferred each semester as long as the student remains enrolled and lives in University residence halls. All students choosing the renewal option agree to be bound by all terms, conditions and policies. Students participating in the renewal process are not eligible for a refund of the \$100 room deposit should the housing agreement be cancelled after the process is complete.

C. Termination of agreement during occupancy:

1. By the student: The residence hall agreement is binding for the entire academic year (Fall and Spring) or any remaining portion if the agreement is signed after the Fall semester opening. The student may terminate this agreement subject to one of the following charges, including any assessment for damages to the premises:

(a) Cancellation for the Fall semester:

Forfeit \$100 deposit and refund:

- 90% room payments if cancellation is between July 15th and the 1st day of class
 - 80% room payments if cancellation is during 1st week of classes
 - 70% room payments if cancellation is during 2nd week of classes
 - 50% room payments if cancellation is during 3rd week of classes
 - 25% room payments if cancellation is during 4th week of classes
- No refund of room payments if cancellation occurs after 4th week of classes.

(b) For students graduating at the end of the Fall semester or participating in cooperative education, student teaching, or study abroad programs or who will be married during the first two months of the Spring semester, or withdrawing for the Spring semester, the deposit will be refunded if written notification is received by December 1 and written substantiation is provided. Cancellation after December 1 will be outlined in paragraph (d).

(c) Students who wish to cancel the agreement for the Spring semester due to academic ineligibility will receive a refund of \$100 deposit, and refund of room payments for Spring if cancellation occurs prior to classes. After Spring classes begin, room payments are refunded under Paragraph (f).

(d) Cancellations for the Spring semester for reasons not listed above but approved by a Petition Committee: Refund of \$100 deposit, refund of room payment if cancellation occurs prior to the Spring semester classes.

(e) Unapproved cancellation for the Spring semester: Forfeit of \$100 deposit and loss of 20% of room payment for Spring semester.

(f) Cancellation of agreement DURING the Spring semester: Forfeit of \$100 deposit and refund:

- 80% room payments if cancellation is during 1st week of classes
- 70% room payments if cancellation is during 2nd week of classes
- 50% room payments if cancellation is during 3rd week of classes
- 25% room payments if cancellation is during 4th week of classes

No refund of room payments if cancellation after 4th week of classes.

(g) Any exceptions to the above will be determined by the Director of Residence Life.

2. By the University: If a student is withdrawn, suspended, dismissed, expelled or otherwise removed from the residence halls for disciplinary reasons, the University shall have the right to terminate the agreement. In such cases the student will be required to vacate the room within forty-eight hours after receipt of notice from the University, or sooner if so directed by the Director of Residence Life or his/her designee. Students who are withdrawn, suspended, dismissed, or expelled will receive a full refund of the deposit, providing there are no damages beyond normal wear and tear, or any outstanding balances, and the charges will be prorated according to University refund policies. Deposits for students who are removed

from housing for disciplinary reasons but allowed to remain enrolled in the University will be processed under the cancellation policies outlined in paragraph 4 of the agreement. Upon reasonable notice and for good cause, the University reserves the right to terminate this agreement. Any termination by the University will be made by the Director of Residence Life, his/her designee or through the student judicial process as outlined in the University Student Handbook. Good cause in this section means any conduct which disrupts the orderly administration and/or function of the University or any of its activities. Reasonable notice will normally be forty-eight (48) hours.

Section 5. REFUNDS:

Residence Life will initiate all refunds referred to in this agreement. Updates will be made to the student account within 30 days after termination of the agreement. The Business Office will then process payments on the designated refund dates after a refund request form has been received if a balance due is not owed.

Section 6. REJECTION OF HALL ASSIGNMENT:

The student should only apply for the semesters in which he/she can accept a housing assignment. Upon rejection of the assignment offer, the student's original priority is lost and a new priority is established based on the date the reapplication is submitted to the Office of Residence Life.

Section 7. RESPONSIBILITIES FOR THE ROOM:

A. The University agrees to provide a room in a livable condition and shall make every reasonable effort in conjunction with the student to create a worthwhile, educationally relevant living experience in an environment suitable for studying and sleeping. Except in cases of student negligence, the University agrees to make necessary room repairs in a reasonable time. Advance written notice must be obtained from the Director of Residence Life before any material changes are made to or within residence hall rooms. This includes painting, construction of lofts, and structural renovations to the room and its contents, etc. The University agrees to provide garbage collection, hot and cold water in reasonable quantity, and electricity in sufficient quantity to heat/cool the facility. The University shall not be responsible for disruptions in service that are beyond University control and there will be no adjustment on the charges assessed.

B. Damage to personal property which is a result of a flood, hail, wind, water leak, or other acts of nature that occurs in its University buildings or on its grounds will not be the responsibility of the University prior too, during, or subsequent to the period of this agreement. Students and their parents are encouraged to carry appropriate insurance to cover such loss.

C. The student will be held accountable for the condition of the room (other than normal wear and tear) and all furnishings assigned to that room, and shall reimburse the University for all damages to or loss of these furnishings and accommodations. Students are responsible for maintaining the cleanliness of their rooms and residence hall public areas. Additionally, student may be held accountable for any abnormal wear, damages or cleaning in public areas of their hall to include billing of damages to individual students when confirmed as well as billing of damages or abnormal cleaning to living unit groups if damages and/or vandalism cannot be attributed to. Determination of the amount of such loss or damage shall be made by the University. Failure to pay the assessment may result in a registration, graduation, or transcript block, loss of the deposit, or loss of future residence privileges. Students may appeal individual damage charges to the Damage Appeals Committee. Decisions of this committee are final. Community damages may not be appealed.

D. Use of common area furnishing in individual resident rooms will result in a fine and/or other sanction as determined by the Director of Residence Life or his/her designee. Furnishings shall be returned to common area.

Section 8. OVERASSIGNMENT ACCOMMODATIONS:

At the beginning of each Fall, Spring, and Summer term, residence hall occupancy may be expanded through the assignment of students to study rooms, recreational rooms, and "tripling" of what are normally double occupancy rooms. Freshmen assigned to permanent spaces as well as returning residents may, therefore, be assigned an additional roommate. These over assignment spaces are used until regular double occupancy room accommodations become available. Students accepting overassignment accommodations are bound by all the provisions of this agreement. Students remaining in overassignment conditions after the fourth week of classes will receive a prorated reduction in room charges.

Section 9. CONSOLIDATIONS:

The University reserves the right to assign the additional space in a double room to another student as that space becomes available. Furthermore, students in a double room who are without a roommate may be required to move to vacancies to consolidate room usage.

Section 10. ROOM CHANGES:

A. Residents changing halls during the agreement period from a less expensive to a more expensive hall will be required to pay the difference in room rent. If the move is to a less expensive hall, the rent difference will be refunded, normally after the 12th class day. There will be a charge of \$25 for each room change approved by the Office of Residence Life. The student may also be required to return to the original assignment, or other, at the discretion of the Director of Residence Life. The Residence Life Office does not guarantee that a room request will be approved.

B. Students may not choose to reject a room change assignment once it has been approved. Delaying a room change move beyond scheduled room change times or improperly checking out during a room change move may result in additional charges.

C. Students making a room change without proper authorization from the Office of Residence Life will be assessed penalties and may be required to move back to their original assignment.

Section 11. SECURITY:

Although precautions are taken to maintain adequate security, the University does not assume any legal obligation for personal injury (including death, rape or assault); or loss or damage to items or personal property which occur in its buildings or on its grounds prior too, during, or subsequent to the period of this agreement. Students and their parents are encouraged to carry appropriate insurance to cover such losses. Student are required to take appropriate

precautions by closing and locking all building doors, escorting guests, and being escorted while on the campus.

Section 12. ROOM ENTRY:

The University reserves the right to enter a student's room for purpose of inspection of university property to seek missing residence hall furnishings, improvements, or repairs, to control the rooms in the event of an epidemic or and emergency, to insure evacuation during fire drills, or for any other purpose as stated in the University Student Handbook or Residence Life Handbook, to include suspected violations of University or Residence Life policy. The University's room entry/room search policies will provide guidelines for such activities.

Section 13. RULES AND REGULATIONS

Rules and regulations appearing in the most recent Residence Life Handbook, University Student Handbook, and all published policies or the individual Residence Hall Areas, are made a part of this contract. In the event of a conflict in published policies, the latest provision shall govern.

Section 14. NOTIFICATIONS AND REFUNDS:

All notices and correspondence will be mailed to the student at the addresses designated by the student in his/her Residence Life file. All refunds must be requested through the Bursar's Office.

Section 15. ROOM ASSIGNMENTS:

The University draws students from many states, nations, races and religions. It will be the responsibility of each student to respect the rights of all residents in University residence halls. Admission to St. Mary's University and any of its sponsored programs is open to qualified individuals regardless of race, color religion, sex, national origin or educationally unrelated handicaps. Rooms and roommates in residence halls are assigned without regard to race, color, religion, or national origin. Room changes requested on the basis of one of these reasons will not be honored.

Section 16. SUMMER HOUSING:

The Summer housing agreement is for the Summer session(s) requested on the application. Applying for the Summer session is not considered an application for the Fall or Spring semester. Once an application for the Summer is submitted, request to cancel the reservation must be made in person or in writing to the Office of Residence Life **BY MAY 15 for Summer Session I** and **BY JUNE 15 for Summer Session II** or the deposit will held as liquidation damages.

Section 17. INSURANCE REQUIREMENTS:

All resident students must be covered by an accident and health/sickness insurance plan. All international and resident students will be automatically enrolled and billed for the St. Mary's university's student health insurance. For those residents who have adequate coverage a Student Health Insurance Waiver form must be completed and submitted by the deadline to the Student Health Center.

Section 18. MISCELLANEOUS PROVISIONS:

The University has a right to determine when provisions of this agreement are violated and to determine the appropriate course of action. If any section or subsection of this agreement is ruled to be illegal or invalid this will not affect the validity or enforceability of the remaining provisions of the agreement. The University reserves the right to refuse any application for University residence halls. An amendment to a section or subsection of this agreement will not invalidate that section or subsection or affect the enforceability of any other provisions of this agreement. All resident students are responsible for and are required to adhere to an amendment upon written notification from the Office of Residence Life. Reference Section 13 Rules and Regulations and the latest Residence Life Student Handbook for amendments. This agreement constitutes the entire agreement between the student and the University. No oral agreements have been made. This agreement shall be construed under the laws of the State of Texas. Any clause in this agreement declared invalid by law shall not invalidate the remainder.

Signature of Resident

Date

Signature of Parent or Guardian (if resident is under 18 yrs. of age)

Date

- Your signature here states that you have **READ, UNDERSTOOD, and AGREE** to abide to the content of this agreement.
- A Room-and-Key deposit of one hundred dollar (\$100) must accompany this Residence Life Agreement and the Residence Hall Application. This deposit should be made payable to: St. Mary's University.
- "All eligible current residents automatically renew their agreement each academic year by signing up for a space during the specified sign-up period or anytime thereafter." The \$100 deposit will be transferred each semester as long as the student remains enrolled and lives in University residence halls. *See Section 4*