



## KILGORE COLLEGE RESIDENCE HALL CONTRACT 2020-2021

### PLEASE READ CAREFULLY – THIS IS A LEGALLY BINDING CONTRACT

**GENERAL AGREEMENT-** Kilgore College grants the student named below a license to occupy and use a room within a residence hall for temporary residential purposes only, subject to the terms and conditions herein. This Contract does not create a landlord/tenant relationship and does not constitute a lease of College property. This license is revocable, is non-transferable and the resident may not reassign, sublet, or allow any person or property in their assigned room without written authorization from the Campus Life Specialist or Coordinator of Campus Life. The student is not guaranteed a particular room or a particular residence hall. The resident agrees to comply with all rules and regulations of the College as set forth in the College Catalog, Student Rights and Responsibilities, Residence Hall Contract, Residence Hall Handbook, and as may be provided to the resident at any other time in any other form by a College official. The resident also agrees to timely pay all costs set forth herein. The resident agrees that College employees, particularly the Coordinator of Campus Life, Campus Life Specialist, and Campus Police, have the authority to enforce College policy and to make reasonable demands of residents, other students, and guests within the limits of enforcing those policies.

**DIVERSITY** – Consistent with a commitment to a stated policy of non-discrimination, the college provides residence hall facilities and food services without regard to race, color, religion, national origin, sex, age, disability, marital status, veteran status or genetic data.

The Office of Campus Life at Kilgore College welcomes students of all gender identities and expressions and is committed to providing an equitable and inclusive community for all residents. It is our goal to provide an affirming and non-discriminatory housing educational experience.

Kilgore College residence halls are specifically designated, however, for male or female occupancy. The college provides facilities without discrimination on the basis of disability although not all residence halls and buildings have been modified to provide barrier-free access to students in wheelchairs. Considerable progress has been made, however, and continues to be made in providing a campus that is virtually barrier free.

### ELIGIBILITY REQUIREMENTS

In order to be eligible for housing, a student must meet these requirements:

1. Student must have earned a minimum of a 1.75 GPA in the immediate past semester in order to maintain their residence in a college housing facility. A first-time resident must meet this requirement after the first semester.
2. Student must enroll and remain enrolled and maintain a minimum of 12 semester hours for the duration of each fall or spring semester of the license. Students must enroll in at least 6 hours for each summer semester. The Coordinator of Campus Life will approve a resident to enroll and maintain less than 12 hours on a case-by-case basis. If at any time and for any reason during the semester, a resident drops below 12 hours, disciplinary action will take place and resident is subject to removal from housing.
3. Student must purchase a meal plan as set forth herein.
4. Student must sign a release for a criminal background check, pay fee for same, and meet the College's requirements for same.
5. Student must have never been previously removed from a Kilgore College residence hall.
6. Student must be at least seventeen (17) years old as of the date of check in.
7. Student is not a registered sex offender. Registered sex offenders are not eligible for housing.

**FOOD SERVICE-** All resident students are required to purchase a full meal plan as an essential term of this Contract. Meals are provided every day of the week during regular semesters, with the exception of non-contract housing periods. Specific hours are posted in the College Cafeteria. Note: Meal service will vary for summer terms. Cafeteria hours for summer will be posted for each summer term.

**ROOM RESERVATIONS-** Room assignments are completed when a student is admitted to Kilgore College, enrolls in at least twelve hours, applies for housing, submits the non-refundable \$28.50 background check fee to

QuickSearch and has his or her background evaluated and approved. A student's failure to make full and complete payment for all balances owed during any semester will result in removal from housing and loss of meal plan access. A student must be enrolled in classes before moving in. The Kilgore College Cashier's Office will check each student's account upon arrival on check-in day. Students must complete one of the following before moving in:

1. All student account balances paid in full.
2. Grants, loans and/or scholarships in place to cover balances.
3. Enroll in a payment plan online.

**PERIOD OF CONTRACT-** This contract is for temporary residency in Kilgore College Housing for the academic year indicated on page one of this Contract. The contract period is from the beginning of each regular semester for the balance of that semester. Occupancy begins no earlier than announced by the school calendar for each semester and will end 24 hours after the resident's last final exam, with an exception for graduates. Graduates will have until noon the day following graduation to vacate. Certain athletic programs and organizations may require students to move-in early. Room assignments are automatically carried over from fall to spring semesters, however, a student may cancel this Contract at the end of fall semester if he/she is transferring or graduating by notifying the Office of Campus Life in writing prior to the end of the fall semester. Kilgore College Office of Campus Life welcomes incoming students at all times.

**NON-CONTRACT HOUSING PERIODS-** Thanksgiving Holiday and weekend, Christmas Holidays and Spring Break are not part of the contract occupancy period for Nolen Hall, Gussie Nell Davis Hall or Stark Hall. However, The Quads are open during these periods. There is no meal service during these times.

**CHECK-OUT-** Residents who withdraw from school, move out of a dorm, or are removed by administrative action for disciplinary or academic reasons during regular term, are required to vacate within 24 hours of notification. However, the person may be required to remove themselves immediately if circumstances make this abbreviated removal prudent. In these situations, the person will still be given 24 hours to go through the check-out procedure with stipulations. Check-out includes removal of all personal possessions, cleaning of the assigned space, and room key turned in to the Campus Life Specialist. Check-out is complete only after the Residence Hall Room Inventory Sheet is signed by staff and returned to the Office of Campus Life. The KC box key must be returned with forwarding address to the Office of Campus Life.

If you are removed from housing for disciplinary or contractual reasons, your meal plan will be suspended immediately and a refund processed, when applicable. You must surrender your resident key card at that time. You may request the balance of the resident meal plan be moved to a commuter meal plan that must be approved by the Coordinator of Campus Life. If student fails to vacate or check out within the time frames stated herein, he/she will be charged \$100/day in liquidated damages.

**TERMINATION OF CONTRACT-** This contract is binding and may only be terminated at Kilgore College's option for the reasons listed below.

1. The student voluntarily withdraws from Kilgore College or is suspended or expelled for academic disciplinary or other reasons.
2. The student fails to make complete and timely payment for their room assignment or any other payment required herein by the payment deadline.
3. The student fails to take occupancy of their assigned room by noon on the day before the 1st day of classes each semester.
4. The student is removed from Kilgore College housing for disciplinary or academic reasons.
5. Any violation or breach of this Contract.
6. Graduation/transfer between fall and spring semester.
7. The student fails at any time to meet eligibility requirements.
8. The student is arrested or convicted of a crime that violates Kilgore College's community standards during the Contract term.

## HOUSING COSTS-

A two-person shared bathroom has a per semester cost of \$ 1140 for Nolen Hall, \$1250 for the Quad Residences, \$1025 for Cruce Stark Hall, and \$ 1800 for the Gussie Nell Davis Rangerette Residence.

A single room has a per semester cost of \$ 2280 for Nolen Hall, \$2500 the Quad Residences, \$2050 for Cruce Stark Hall.

The mandatory meal plan costs a maximum \$ 2421, per semester.

The background check fee is a one-time fee of \$28.50. Kilgore College reserves the right to require payment more than once if it performs more than one background check

All housing costs must be paid in full prior to check in.

**REFUND OF HOUSING COST-** Assuming the resident has paid for all fees for housing, the following refund policy applies:

1. Before check in and move in, all housing money will be refunded.
2. After check in/move in, no room rent nor mail box rental will be refunded if the resident vacates housing.
3. After check in/move in, the meal service for the 19-meal plan for the fall or spring semester will be refunded as follows if the resident vacates housing:

	Before the 1st official day of move in	100%	Day 29 to day 35	5th week	40%
Day 1 to day 7	1st week	80%	Day 36 to day 42	6th week	30%
Day 8 to day 14	2nd week	70%	Day 43 to day 49	7th week	20%
Day 15 to day 21	3rd week	60%	Day 50 to day 56	8th week	10%
Day 22 to day 28	4th week	50%	Day 57 or after 8th week		No refund

4. After check in/move in and if a resident vacates housing, the meal service for the 19-meal or 14-meal plan for the fall or spring semester will be refunded as above less adjustments for flex dollars used.
5. Summer meal plan refund information will be announced prior to the summer session.
6. After check in/move in, if a student vacates housing due to closure of the College because of government order, pandemic, epidemic, quarantine, a shelter in place order, or any other reason beyond Kilgore College's control, a refund will be prorated after a ten percent (10%) administrative fee is deducted.

Any resident not fully paid on room and board after any refund is credited to their account is still financially obligated to make payment of the balance due.

**ADJUSTMENTS TO CHARGES-** Residents who are assigned and move in after the beginning of the semester may receive a reduction of charges. This charge will be prorated by the Office of Campus Life.

**CHECK IN/MOVE IN-** Check in occurs when you accept a key or place belongings in the assigned room. If resident does not check-in before noon on the day of 1st class day each semester, the room will be released for reassignment to another student. Any charges incurred will be billed to the student's account.

**REASSIGNMENT-** Kilgore College reserves the right of reassignment at all times during the Contract period. Residents may be moved or reassigned to maintain double occupancy as vacancies occur during each semester.

This Contract is for a double occupancy room and shared bathroom. Residents may have the option to request or retain a single room upon payment of an additional amount per semester if space is available. Payment must be made at the time of assignment.

**RULES-**Student must comply with all rules in the Campus Life/Housing Handbook, Kilgore College Student Code of Conduct, and all Kilgore College Board Policies which are now in effect or may come into effect during the term of this Contract. All such rules are incorporated into this contract. In addition, the following rules apply:

1. Student must attend all mandatory residential hall/floor meetings, and any other meetings where rules are discussed.
2. Only persons assigned to a room may reside in the room.
3. Conducting business from any assigned room is prohibited.
4. No alcohol, weapons (other than legally concealed weapons as discussed herein), illegal drugs, narcotics, tobacco products, or simulated tobacco products of any kind, or electronic cigarettes or the like are allowed.
5. No open flames, open heating element devices or fireworks.
6. Student has no reasonable expectation of privacy in any common area.
7. No gambling is allowed.
8. No animals or pets are allowed in any dorm. Service and/or emotional support animals are only allowed if approved by the College's disability services in advance, and all required paperwork is provided to Campus Life/Housing prior to check in.

#### **PROPERTY DAMAGE-**

1. The student is liable for any damage to Kilgore College property caused by his or her willful actions or negligence. If the person causing the damage cannot be identified, the residents of the room bear the charges for the damage. The student will not be liable for damages caused by acts of God or for normal wear and tear. The student will receive a bill for the full amount of any above-mentioned damages. When damages or conditions requiring special cleaning occur in public areas and the person responsible cannot be identified, the residents of the building may be required to reimburse Kilgore College for repair, replacement, and/or cleaning charges. These students may also be required to pay additional fines or suffer other disciplinary consequences if damages or cleaning expenses were caused by vandalism or other purposeful acts.
2. Student agrees to be liable for all property damage or losses caused by student, his or her guests or invitees, to his or her assigned room, the residence hall, or any contents of same.
3. Student is responsible for the condition of the assigned room and all furnishings assigned to him/her and student shall reimburse Kilgore College for all damages to the room or its furnishings other than normal wear and tear. student is also responsible for cleaning his/her room and shall reimburse Kilgore College for all cleaning costs in excess of normal wear and tear.
4. Damages within the assigned room are the combined responsibility of the students assigned. Damage to the common areas of the residence hall, where the cause is not known, will be assigned on a pro-rated basis to students in the entire hall or the specific area where the damage occurred, depending on location.

**MAINTENANCE OF ROOM-**The resident is responsible for the cleanliness of their room and the bathroom area at all times and correcting any unsafe or unsanitary condition, abuse, or violation of College policy called to their attention by College employees. Residents are responsible for making a complete and accurate inventory of the condition of their assigned space upon check in, using the Residence Hall Room Inventory Sheet which becomes the official record of original room condition and is used to determine charges for damaged or missing items at move-out. No College property, including furniture, may be moved within the hall or removed from the residence hall without authorization of the Campus Life Specialist or the Coordinator of Campus Life. The resident is responsible for notifying Kilgore College of all maintenance issues using the online tool.

**INSPECTION OF ROOMS-** Authorized representatives of the College have the right to enter the assigned space of the resident at any time for legitimate reasons, to include, but not be limited to, inspection, maintenance, investigations of possible violations of College policy or the law, emergencies, or to ensure that standards of sanitation and safety are being observed.

**LOSS OF PROPERTY-**The resident shall be responsible for the security of his/her personal possessions.

Kilgore College is not responsible or liable for loss, theft, or damage to personal possessions or assets, including money. Kilgore College recommends that personal property insurance be purchased for any valuable items, which the resident intends to keep in their assigned space. Any missing or stolen items, suspicious activity or persons, or any circumstances involving the safety and security of the residence hall should be reported immediately to the Building Manager, Campus Life Specialist, Campus Safety Officer and/or Kilgore College Police officers.

**KEYS-** Each resident is issued one key to their room. Keys are non-transferable and should not be duplicated. Keys are not to be given to any other person. A charge of \$25.00 is made to residents who lose their key or cannot produce the key upon demand to any Kilgore College person of authority.

**ABANDONED PROPERTY-**Any items left in the resident's room or in storage after the resident has checked out of the residence hall will be removed and disposed of. The College accepts no responsibility for items left in the room by any student after check-out. Student agrees that Kilgore College has no liability for any item disposed of in accordance with this paragraph.

**MAIL BOX KEYS-** Each resident must sign for their mailbox key in the Office of Campus Life. You must return your key at the end of your residency and give a forwarding address to the Office of Campus Life. If the key is not returned, a lost key charge will be placed on your account.

Please refer to the Campus Life/Housing Handbook for further information regarding rules and procedures for Kilgore College residence halls. By reference herein, all rules in this handbook are incorporated herein and made a part of this Contract for all purposes.

**FORCE MAJEURE-** In the event that Kilgore College is prevented from completing any obligations under this Contract by an act of God, government order, epidemic, pandemic, quarantine or shelter in place order, or any other occurrence whatsoever that is beyond Kilgore College's control, Kilgore College shall be fully excused from performance of same obligations to the fullest extent allowed by law.

**WAIVER AND INDEMNITY- KILGORE COLLEGE SHALL NOT BE LIABLE TO THE STUDENT, OR THOSE CLAIMING THROUGH OR UNDER THE STUDENT, FOR INJURY, DEATH, OR PROPERTY DAMAGE CAUSED BY ACTS OF NATURE, FIRE, WATER, SMOKE, UTILITY OR EQUIPMENT MALFUNCTIONS, OR CAUSED BY THE NEGLIGENT CONDUCT OR ACTS OF ANY OTHER PERSON OCCURRING IN, ON, OR ABOUT THE ROOM, AND THE STUDENT SHALL INDEMNIFY KILGORE COLLEGE AND HOLD IT HARMLESS FROM ANY SUCH CLAIM OR DAMAGE.**

**CONCEALED HANDGUNS-** If a student is a holder of a Texas license to carry a concealed handgun ("Holder") then it is student's responsibility to know and follow all current and applicable state and federal laws and Kilgore College Policies regarding carrying a concealed handgun, whether enacted now or in the future. Student is responsible for informing any guests of Kilgore College Policies regarding carrying a concealed handgun. By signing this Contract, any Holder agrees to know and follow all such applicable laws and policies of Kilgore College and student understands and agrees that any violation of Kilgore College's Campus Carry Policies by student or his/her guests may subject him/her to disciplinary action and the cancellation of this Contract. The open carrying of handguns or other guns is prohibited on any part of the Kilgore College campus, including the residence halls.

**DESTRUCTION OF PROPERTY-** In the event the assigned room or the dorm is destroyed or otherwise uninhabitable and Kilgore College cannot furnish other accommodations, this Contract is automatically void.

**VENUE/GOVERNING LAW-** This Contract is to be construed by the laws of the State of Texas. Any lawsuit arising out of this Contract shall be brought in Gregg County, Texas. If Kilgore College is required to file a suit arising out of this Contract, it will be entitled to recover its reasonable attorney's fees and court costs from student and/or guarantor.

**NOTICES-** Any notice or other communication related to this Contract shall be deemed received by student and

guarantor (if applicable) when delivered by hand delivery, electronic mail or U.S. mail. The contact information provided by the Student below will be used for such delivery. It is solely the student's obligation to update same contact information in writing.

**LIMITATION OF LIABILITY-** Kilgore College cannot and does not assume any legal obligation or liability whatsoever for any injury to student or student's property, or any other person, which occurs in its residential housing. This includes losses, events, or circumstances not directly within the control of Kilgore College, including but not limited to, contagious/communicable diseases, natural disasters, riots, war, bed bugs, mold, or fire (collectively "Losses"). By signing below, student agrees to hold Kilgore College harmless and to waive and forever release any such claims arising out of or related to such Losses.

**SIGNATURE-** If student is under the age of eighteen (18), his/her parent or legal guardian must sign below. Parent/guardian, by signing below, agrees to guarantee all payments required herein and agrees that his/her signature below is as a guarantor, and that he/she is jointly and severally liable for all amounts owed to Kilgore College under this Contract. Any notices or communications sent to the student are binding on the guarantor. By signing below, you accept and agree to all terms and conditions herein.

Name of Student (Print) \_\_\_\_\_

Student Signature \_\_\_\_\_

Date Signed \_\_\_\_\_

Student's Home Address \_\_\_\_\_

Student's Email Address \_\_\_\_\_

Student's Cell Phone Number \_\_\_\_\_

Name of Parent/Legal Guardian (if student is under 18) (Print) \_\_\_\_\_

Parent/Guardian Signature \_\_\_\_\_

Date Signed \_\_\_\_\_

Authorized Representative of Kilgore College:

Name (Print) \_\_\_\_\_

Signature \_\_\_\_\_

Date Signed \_\_\_\_\_