



TEXAS A&M UNIVERSITY
Policy Internship Programs - Housing Contract
Bed or Bedroom/By Semester/Utilities Included

This is an agreement (hereafter "Contract") between Texas A&M University (hereafter "TAMU" or the "University") and the individual student (hereafter "Student" or "intern") accepted into the TAMU Agricultural and Natural Resources Policy Internship Program ("ANRP") or the TAMU Public Policy Internship Program ("PPIP") known collectively as Policy Internship Programs. This Contract does not constitute a commitment by TAMU of admission to a particular program, but only an agreement regarding housing for those admitted into the referenced programs. This Contract may be terminated only under the conditions specified in this Contract. **Students (parents and/or guardians) are urged to carefully read this Contract.**

To qualify for intern housing in Washington, D.C. ("DC Intern Housing"), and the **Student** must complete all application procedures and be accepted into the Policy Internship Programs. Upon acceptance to a program and submission of this intern housing contract to the respective program coordinator, this Contract becomes binding between the **Student** (his or her parent or guardian if the **Student** is under 18 years of age), and TAMU. Electronic versions and/or a facsimile (fax) copy of this Contract will be considered originals and a legally binding document. This Contract is for a space in DC intern housing only and does not guarantee assignment to a particular room, roommate, or residence. This Contract is binding regardless of the particular residence, roommate, or room assignment.

Print Student Name: Last First MI

University Identification Number (UIN)

1. PERIOD OF CONTRACT:

- A. The term of this Contract is for the _____ semester, or if entered into after the start of the semester, for the remainder of the semester. Housing accommodations do not cover periods between semesters. TAMU reserves the right to utilize rooms as necessary between semesters. Students will be given prior notice to turn in their key and vacate their room during these periods. Students wanting to live in University housing beyond the semester of their internship will need to complete another contract for that term.
- B. Student intern may occupy an assigned room beginning on the day the Washington, D.C. intern housing officially opens until the intern housing officially closes. Proper check-in consists of contacting a staff member at the student's assigned DC intern housing during the check-in period receiving the apartment key and all check-in materials and publications. Proper check out consists of contacting the staff member at the assigned DC intern housing, returning the room in the original, clean condition, having the room inventoried, returning the key(s), and completing all necessary paperwork. Failure to properly check into the apartment by 5:00 p.m. on the day before class begins each semester could result in the assignment of the room/apartment to another student. Further, upon such failure, the University shall have the right to retain the \$175 housing fee (the "Housing Deposit") which accompanied the housing deposit as liquidated damages.
- C. All students must check out of the apartment and remove their belongings within 72 hours after the completion of their approved internship end date or the last University final examination, whichever is later. Proper check out consists of returning the room to its original, clean condition, contacting a staff member in the student's assigned apartment, having the room/apartment inventoried with the staff member, returning the keys, and completing the necessary paperwork.
- D. Housing during periods when classes are not in session may be available if there is sufficient demand. Additional housing charges will be required of each student desiring such accommodations.
- E. The University reserves the right to consolidate interim students during break periods into one apartment. Students must sign an Interim Housing Agreement prior to moving in during the interim period.
- F. In the event that the assigned accommodations are destroyed, or otherwise made unavailable, and the University cannot furnish other accommodations, then this Contract will

terminate. All rights and liabilities of the parties will cease and housing charges previously paid by the student will be prorated and refunded to the student upon request.

- G. Any student moving into or leaving a apartment before official opening or after the closing date must have approval from the Director of Policy Internship Programs or designee and may be charged a daily room rate in addition to the normal housing deposit. Students who withdraw from the University during the program, but do not checkout or remove their belongings prior to when the apartments open for the next term, will forfeit their housing deposit. Additional late penalties may apply as well.

2. CONSIDERATION OF THE CONTRACT:

- A. This Contract is personal and non-transferable. **It guarantees the student a license to occupy and use a space in DC intern housing (not a particular room, apartment, or roommate choice).** The Policy Internship Program Office reserves the right to make room assignments and to make any subsequent changes considered advisable or necessary.
- B. Students may use rooms for residential purposes only. Other uses are in violation of University policy and may result in the termination of the Contract and/or disciplinary action.
- C. This Contract is effective only after the Policy Internship Programs has accepted the Student into the respective program. If Student fails to enroll in the program course(s), advance notice of cancellation must be provided as outlined in Section 5 of this Contract. Continuance of this Contract and/or transfer of deposit are dependent upon Student's continued enrollment in the University and a Policy Internship Program. Student must vacate the DC intern housing within forty-eight hours after withdrawal from TAMU or cancellation of this housing contract. Failure to do so may result in billing and/or penalty charges.
- D. To be eligible to live at the DC Intern Housing apartments residents must be accepted and meet eligibility requirements of the Policy Internship Programs. Residents must also meet at least one of the following criteria: an undergraduate student, graduate student, and/or international student. Undergraduate students on Campus Housing Probation or higher for housing matters, or on Conduct Review or higher for discipline matters, or Scholastically Deficient (review or probation) for grade matters are not eligible to live in DC Intern Housing. During the period of occupancy, if a student is placed on any of the aforementioned statuses for disciplinary or academic reasons, TAMU reserves the right to terminate this Contract.

Exceptions to this may be granted on a case-by-case basis by the Director of Policy Internship Programs (or designee).

3. HOUSING CHARGE PAYMENTS AND HOUSING DEPOSIT: Each resident will be responsible for paying a one-time maintenance fee of \$175 for cleaning and upkeep of the residence. An additional \$175 housing deposit will also be the responsibility of the resident.

- A. **HOUSING CHARGES:** Housing charges are covered by the programs. This includes but is not limited to rent, furniture rental, and utilities.
- B. **HOUSING DEPOSIT:** The Housing Deposit, a deposit of \$175.00 which accompanies this University Intern Housing Contract, serves as a space reservation and damage deposit. The Housing Deposit is not applied to housing charges. The Housing Deposit will be refunded to Student upon the student has fulfilled all obligations under this Contract. Failure to properly check out of the apartment may result in a monetary charge to the student. This charge, and other damages or assessments left unpaid at the time the student leaves the Texas A&M University DC Intern Housing, may be deducted from the Housing Deposit.

4. HOUSING CHARGE/REFUND SCHEDULE: This Contract is binding for the **entire term** (Fall, Summer, or Spring Semester) or any remaining portion thereof if the Contract is signed after the start of classes of the term. If a student terminates this contract, the student will forfeit their entire Housing Deposit as the program pays for housing charges (i.e. rent, utilities).

5. TERMINATION OF THIS CONTRACT BY THE STUDENT:

- A. After this Contract is signed, notification of termination of this Contract must be made in writing/e-mail/fax to the Policy Internship Programs Office. Notifications of termination submitted to offices other than the Policy Internship Programs Office DO NOT comply with this requirement and the requested action cannot be assured. The date upon which the termination is received in the Policy Internship Programs Office will constitute the basis for determining compliance with any and all deadlines in this Contract.
- B. Students selected to participate in Policy Internship Programs are required to live at TAMU Intern Housing in Washington, DC for the duration of their internship. If alternate housing is considered by the student, written notification must be provided by the student to the respective Director of Policy Internship Programs 30 calendar days to the start of the internship for approval.

6. TERMINATION OF THIS CONTRACT BY THE UNIVERSITY: If a student is suspended, expelled, or otherwise removed from the University, Policy Internship Programs, or DC Intern Housing for disciplinary reasons, the University has the right to terminate the Contract. In such cases, the student will be required to vacate the room/apartment within 48 hours after notification of such action by the University, or sooner if, in the opinion of the Director of Policy Internship Programs or designee, there is a threat to the welfare of persons or property. When the Director of Policy Internship Programs or designee believes that the continued presence of a student living in DC Intern Housing poses a continuing danger to persons or property or presents a threat of disrupting the normal operations of the apartments, the student may be removed from DC Intern Housing pending the outcome of a hearing. Students who are removed from DC Intern Housing for behavior not in-keeping with program's community standards and rules will automatically forfeit their Housing Deposit and are subject to the charges outlined in Sections 4 and 5 of this Contract. **In addition, by signing this Contract, the student grants the University the right to conduct**

a criminal background check on the student at any time, either prior to room assignment or during the term of this Contract. The University reserves the right to deny a student a room or immediately remove a student from University housing based on information obtained in a criminal background check, including, without limitation, when the student is a registered sex offender (whether public or nonpublic). This provision should not be interpreted to impose a duty on the University to run a criminal background check on any student.

7. REJECTION OF APARTMENT ASSIGNMENT: If the student rejects an assignment offer, the student terminates this Contract effective on the date the written rejection is submitted to the Housing Assignments Office and the provisions in Sections 4 and 5 shall apply.

8. RESPONSIBILITIES FOR THE ROOM/APARTMENT:

- A. The University agrees to provide a room/apartment in a habitable condition and will make an 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 in conjunction with Smith Property Holdings Buchanan LLC ("Buchanan") agrees to make necessary room repairs in a reasonable time as outlined in the Lease Agreement between Buchanan and TAMU. Advance approval must be obtained from the Policy Internship Programs Office before any substantial changes are made to apartment. This includes painting, construction of lofts, and structural renovations to the room and its contents, etc. The Buchanan and/or TAMU agrees to provide garbage collection, hot and cold water in reasonable quantity, and electricity in sufficient quantity to heat/cool the facility according to the heating/cooling system of the apartment building. The University will not be responsible for disruptions in service that are beyond University control. In the event of utility or facility disruptions, housing charges or the housing deposit will not be reimbursed. All students are highly encouraged to have either renter's insurance or personal property insurance for their belongings while living in DC Intern Housing.
- B. The student will be held accountable for the condition of the room/apartment (other than normal wear and tear) and all furnishings assigned to that room/apartment, and will reimburse the University for all damage to or loss of these furnishings and accommodations. Students are responsible for maintaining the cleanliness of their room/apartment. Additionally, students may be held accountable for any abnormal wear, damages, or cleaning in public areas of their hall/apartment 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 can be attributed to an apartment, room, or a section therein. Determination of the amount of such loss or damage will be made by the University. Students may be referred to Student Conflict Resolution Services. Failure to pay the assessment may result in a registration, graduation, and transcript block, loss of the Housing Deposit and/or loss of future housing privileges.

9. PRIVATE ROOMS: A private room is not guaranteed during a particular term. However, if space permits, **Student** may, if available, receive a private room. During all semesters, **TAMU** reserves the right to require single occupants of rooms, except those who have reserved their rooms on a private basis, to move together when to do so will: (1) reduce the cost of utilities, (2) facilitate cleaning, (3) or make space available for the housing of special groups.

10. WAIVER AND INDEMNITY: With the exception of those claims arising out of the University's gross negligence or willful misconduct, the University 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 apartments, and the student shall indemnify the University and hold it harmless from any such claims or damage.

11. SECURITY AND PERSONAL PROPERTY INSURANCE:

Although reasonable steps are taken to maintain all DC Intern Housing and to provide adequate security, Texas A&M University is not liable for the loss of or damage to personal property, or for any personal injury (including death, rape or assault), caused by acts of nature, fire, water, smoke, utility or equipment malfunctions, or caused by the negligent or criminal conduct or acts of any student resident, guest or invitee of any student resident, which occur in The Buchanan, prior to, during or subsequent to the period of this Contract. Student residents are strongly advised to carry a personal property (i.e. renter's) insurance policy for their belongings while living in DC Intern housing. The University only carries insurance on University-owned buildings and property, and such insurance will not cover the cost of replacing residents' property and personal items.

12. ROOM/APARTMENT ENTRY: The University reserves the right to enter a student's room or apartment for the purposes of inspection of University property, pest control measures, to seek missing University-owned furnishings, to initiate improvements or repairs, to control the rooms/apartments in the event of an epidemic or an emergency, to insure evacuation during fire drills, or for any other purposes as stated in applicable University Regulations, Public Policy Programs Resident Handbook, to include suspected violations of University Rules, Student Rules, or DC Intern Housing policies.

13. RULES AND REGULATIONS: Rules and regulations appearing in the most recent Policy Internship Programs Resident Handbook, University Regulations, and all published policies and agreements of Policy Internship Programs, are made a part of this Contract. Copies of these publications are distributed at pre-departure trainings, check-in during the Fall, Spring, and Summer semesters and posted on the program website/electronic forums.

14. CORRESPONDENCE AND REFUNDS: TAMU correspondence and billing refunds will be mailed to **Student** at the address designated by **Student** in his or her housing file. Address changes should be reported to the Director of Policy Internship Programs or designee.

15. ROOM ASSIGNMENTS: TAMU draws students from many states, nations, races and religions. It is the responsibility of the **Student** to respect the rights of all residents. Admission to Texas A&M University and any of its sponsored programs is open to qualified individuals regardless of race, color, religion, sex, national origin, or disability. **Student** understands and agrees room and

roommate assignments are made without regard to race, color, religion, disability, or national origin.

16. STATE AGENCY: TAMU is an agency of the State of Texas and nothing in this Contract is intended to be, nor will be construed as a waiver or relinquishment by TAMU of its rights to claim such exemptions, privileges and immunities as may be provided by law.

17. JURISDICTION: This Contract is construed under and in accordance with the laws of the State of Texas and venue for any legal action is in Brazos County, Texas.

18. COMPLETE AGREEMENT: This Contract constitutes the complete agreement of TAMU and Student and supersedes any prior understanding or written or oral agreements between the parties with respect to the subject matter.

19. FORCE MAJEURE: Neither party will be required to perform any term, condition, or covenant of this Contract so long as such performance is delayed or prevented by an act of God or any other cause not reasonably within the control of either party and which by due diligence the party is unable, wholly or in part, to prevent or overcome.

20. HOUSING FACILITY OWNERSHIP: Student acknowledges TAMU is not the owner of the DC Intern Housing and certain TAMU commitments are contingent upon fulfillment of the terms of an agreement between TAMU and the owner of the residence, Charles E. Smith Residential. Student understands Charles E. Smith residential may assess damage charges against Student over and above any fees or other charges imposed by TAMU. Student acknowledges any failure of the agreement between TAMU and Charles E. Smith Residential will not constitute a breach of this Contract.

21. KEYS AND ACCESS CARDS: All keys (room, elevator, mail, etc) and access cards (parking, etc) must be returned to the TAMU designated housing staff in Washington, DC during checkout. Fees will be charged for any items that are unreturned.

22. GUESTS: ALL overnight guest(s) must be approved in advance by the TAMU designated housing staff. Guest(s) must follow check-in procedures designed by the property manager for the specific apartment complex. No guests may stay longer than 7 days under any circumstances.

23. MISCELLANEOUS PROVISIONS: TAMU, in its sole discretion, has the 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 Contract is ruled to be illegal or invalid, this will not affect the validity or enforce ability of the remaining provisions of this Contract.

This contract is effective under the terms and conditions as set forth above on the _____ day of _____, _____ by **Texas A&M University**.

I have read and agree to the terms of this Contract. (Please print)		Apartment Number _____
Name _____		UIN _____
Signature _____		Date _____
OR (If Student is under 18 years of age)		
Name of Parent or Guardian _____		
Signature _____		Date _____