

## HOUSING AND FOOD SERVICE CONTRACT

Residential housing is available on the Levelland Campus for students enrolled in a minimum course load of 12 semester hours. Acceptance is contingent upon availability and approval of the Dean or Associate Dean of Students. In order to live in residential housing at SPC, the following must be completed: SPC admissions application, SPC housing application, signed housing and food service contract, room deposit, proof of bacterial meningitis vaccination, enrollment in courses, and payment.

### I. Housing and Food Service Contract

- **Contract Period:** The Housing and Food Service contract takes effect when the student is assigned a residence hall room. At that time, the student is obligated to remain in college housing for the semester. The housing contract remains in effect as long as the student wishes to remain in college housing and abides by all elements of the contract. **It is the student's responsibility to notify the housing office prior to the end of each semester if he/she wishes to end or change housing assignments for subsequent semesters.** In the event the student withdraws from college housing and later chooses to return, a new application, contract, and deposit must be submitted.
- **Cancellations prior to move-in:** Housing reservation/contract cancellations must be submitted in writing to the Student Housing Office prior to the cancellation deadline of July 20 (fall semester) and January 2 or first business day of the spring semester.
- **Cancellations after move-in:** To move out of college housing, the student must notify the residence hall director assigned to his/her hall or apartment and follow all check-out procedures. A student's withdrawal from college housing during the course of a semester constitutes a breach of contract. If a student moves out of student housing before the end of the semester, charges will be prorated based on the day the student completes the check-out process. If a student has paid more than the prorated charges, the balance will be refunded based on Business Office policy. Room and meal refunds will not be made if a student moves out during the last two weeks of the semester for any reason.
- **End of spring semester:** All residence halls close at 5 p.m. on the day of May commencement. All students must move out of college housing by this time and must follow all check-out procedures provided by the residence hall director. Students must notify the Student Housing Office of their housing plans for upcoming summer or fall term before the end of the semester.
- **Vacations and Holidays:** SPC residence halls, apartments and cafeteria are closed during Thanksgiving, Christmas, spring break and between semesters. Room and meal charges do not include these periods. Although returning students may leave property in the residence halls, the College is NOT responsible for the loss of personal property. Students unable to find alternative housing during vacations and holidays may request an exception with the Associate Dean of Students. Additional charges may apply. See SPC Academic Calendar for a full list of dates.

### II. Room Deposit

A \$100 security deposit is required with all applications.

- **Return of Deposit:** The deposit will be returned in these instances:
  - The student notifies the housing office by July 20 (fall), January 2 (spring) or before move-in day for the summer terms that he/she wishes to withdraw the housing application.
  - The College is unable to place the student in housing.
  - The student moves out at the end of the contract period or the final two weeks of a semester and follows these procedures: a) complete check-out procedures with the residence hall director, b) successfully complete room inspection upon check-out and c) return all keys.
- **Forfeiture of Deposit:** The following will result in forfeiture of a portion or all of the deposit:
  - Failure to notify the housing office of the desire to withdraw his/her housing application by the posted deadline, (July 20 (fall) or January 2 (spring) or before move-in day (summer))
  - Moving out before the final two weeks of the semester
  - Failure to successfully complete check-out procedures with the residence hall director
  - Room or furnishings are damaged (student is responsible for any damages exceeding the deposit amount)
  - Room not cleaned upon check-out.

### III. Bacterial Meningitis Vaccine

Proof that the meningitis vaccination was administered at least 10 days prior to move-in must be on file with Admissions and Records. Vaccinations must have been received or renewed within the last 5 years.

#### IV. **Payment**

Room and meal costs are charged on a per semester basis and include sales tax. Current room and meal rates are available from the Business Office, the Student Housing Office or General Catalog. Room and meal rates are subject to change without notice.

- **Advance Payment:** Students are required to make an advance payment equal to  $\frac{1}{4}$  of the total balance due by July 20 (fall) and/or January 2 (or first business day, spring). Students not meeting this requirement will be removed from their housing assignment and placed on a waiting list (see below). Students applying after this deadline will be required to pay the advance payment within one week of notification of assignment. This payment will be credited toward the required move-in payment. Advance payment will be refunded in full if reservation is cancelled prior to move-in.
- **Move-in Payment:** To move into the residence halls, the student must have paid in full or paid at least  $\frac{1}{2}$  of the total balance due (tuition, fees, and housing) through an installment contract by the fall payment deadline set by the Business Office. Please check the Academic Calendar for this date. Failure to make this payment will result in being dropped from your courses and losing your housing assignment.
- **Installment Contract:** Students choosing to pay in installments must complete an installment contract through the Business Office. The installment contract requires  $\frac{1}{2}$  payment of total balance due prior to the fall payment deadline,  $\frac{1}{4}$  Oct. 5/March 5 and  $\frac{1}{4}$  by November 5/April 5. An additional \$30 installment fee will be assessed.
- **Financial Aid:** Students planning to use financial aid (grants or loans) to pay must have accepted their awarded financial aid prior to July 20 for fall and January 2 for Spring with adequate funds available to retain a housing assignment.
- **Failure to Make Payments:** Failure to make arranged payments may result in eviction from student housing. In the event of failure to make payment, the student will assume the financial responsibility for attorney fees, collection costs and all court costs if legal actions are necessary to collect on the account.
- **Summer Charges:** For the summer terms, full room charges are due at the time of move-in each term.

#### V. **Registration Deadlines and Minimum Course Load**

For the fall semester, a student must be enrolled in a minimum of 12 semester hours by July 20 (or registered for an upcoming new student orientation session) or prior to residence hall assignment after July 20. For spring the deadline is January 2 or prior to residence hall assignment after January 2. For the summer terms, a student must be enrolled in a minimum of 3 semester hours each term they wish to live in campus housing. Students must maintain these minimum course loads throughout the semester to remain in campus housing. The Dean or Associate Dean of Students must approve all exceptions.

#### VI. **Room and Roommate Assignments**

Room assignments will be made by the Student Housing Office without regard to race, color, national origin, age or disability. Assignment to residence halls is based on the gender recorded in the student's official file in Admissions and Records.

- **Assignment:** All housing assignments are prioritized according to the date the student's completed housing application, contract, and deposit is received. If the requested residence hall is full, the student will be assigned to available space in another residence hall. If all residence halls are filled, the student will be assigned to overflow housing and informed via SPC email. The College reserves the right to determine room and residence hall assignments and to consolidate vacancies.
- **Roommate Requests:** The Student Housing Office attempts to honor hall and roommate requests to the extent possible. All roommate requests must be mutual and both completed applications should be submitted at the same time, in a timely manner.
- **Private Rooms:** Students may request a private room for an additional fee. Such requests are granted on a space available basis. Private rooms are not available in Smallwood Apartments.
- **Disability Service Accommodations:** Students requesting housing accommodations based on a documented disability should make that request through the Disability Services Office.
- **Notification of Assignment:** Students will be notified of assignments via their assigned SPC email no later than June 1 (fall) or December 20 (spring).
- **Changes in Housing or Roommate Assignments:** Requests for housing/roommate assignments must be made directly to the Associate Dean of Students. No requests will be considered until two weeks after residence halls open for the semester.

#### VII. **Waiting List and Overflow Housing**

- **Waiting List:** By July 20 (fall) or January 2 (spring) students that have not paid at least  $\frac{1}{4}$  of the total balance due and have not enrolled in at least 12 hours will be moved from their housing assignment to a waiting list. The student will not be re-assigned until he/she is enrolled in at least 12 hours and is prepared to make the required payment. The student is not guaranteed the original housing assignment upon reinstatement.

- **Overflow Housing:** South Plains College will attempt to provide housing to all students that apply and meet enrollment and payment guidelines. This may be accomplished through temporarily adding additional beds to rooms or temporary alternate housing. All students affected will be notified and rates may be adjusted accordingly. Students assigned to overflow housing will be moved to a permanent location as soon as one becomes available.

VIII. **Rules and Regulations**

Students enrolled at South Plains College and living in student housing are subject to the rules and policies of the college as stated in the current SPC General Catalog, the Student Guide, and/or the SPC Residence Hall Handbook. Violation of these rules and regulations can be justification for termination of this contract and removal from student housing.

IX. **Campus Carry Policy**

**This policy will become effective August 1, 2017 and is intended to be in conformity with the requirements of Texas Government Code Section 411.2031.**

- Handgun license holders residing in SPC residence halls will be allowed to possess handguns on the premise provided that:
  - a.) Such possession is in compliance at all times with Texas statutory law and these rules; and
  - b.) The license holder stores his/her handgun(s) in a College-approved gun safe or in a locked personal vehicle.
- It is the responsibility of the license holder to supply a college approved gun safe within the residence halls. College approved guns safes must meet the following requirements: 1) be large enough to fully contain all firearms placed in it and provide for secure storage; 2) have exterior walls constructed of a minimum 16- gauge steel; 3) have high-strength locking system consisting of a mechanical or electronic combination or biometric lock, and not a key lock; 4) be certified to/listed as meeting Underwriters Laboratories Residential Security Container rating standards by a Nationally Recognized Testing Laboratory (NRTL).
- Students who are assigned to dorm rooms where a firearm is stored and who are concerned about their well-being may request a transfer to another room.

X. **Room Checks**

Privacy of rooms will be observed; however, rooms may be entered by college personnel for the following reasons:

- **Routine inspection:** Rooms will be checked weekly for cleanliness and damages.
- **Repairs and Cleaning:** Maintenance and custodial staff may enter for repairs and cleaning.
- **Violation of College Rules or Laws:** A representative of the college may enter and search a room if there is reasonable cause to suspect that a violation is occurring. This includes but is not limited to searches by drug dogs.

XI. **Room Keys**

Students will be charged \$10 for replacement of each lost room and/or mail key. Multiple instances of lock-outs in which the student requires assistance in re-entering a locked room or residence hall may result in a dean referral and fine.

XII. **Property Damage**

If substantial property damage occurs during the semester, the student may be required to pay for the damage at that time. If damage is noted at the time of check out, the amount will be deducted from the room deposit. Any damage above the deposit amount will be charged to the student's account.

XIII. **Security**

The College provides reasonable protection from fire, theft and other hazards. The College is NOT responsible for the loss or damage of personal property. Students are encouraged to lock doors, secure possessions and purchase renter's insurance. Security cameras are placed in many of the residence hall public areas, such as lobbies and hallways, but are only used in the investigation of instances and are not routinely monitored.

XIV. **Emergency Contact**

In the event of a health or safety emergency, the person(s) the student has listed as an emergency contact on the Check-in Form and/or SPC Housing Application, as well as the student's parent(s), may be notified even if the parents do not claim the student as a dependent.

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By completing the information below, I acknowledge that I have read this contract and agree to abide by the SPC Housing and Food Service Contract.

Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

SPC Student ID #: \_\_\_\_\_

South Plains College does not discriminate on the basis of race, color, national origin, sex, disability or age in its programs and activities. The following person has been designated to handle inquiries regarding the non-discrimination policies: Vice President for Student Affairs, South Plains College, 1401 College Avenue, Box 5, Levelland, TX 79336, 806-894-9611