(rev. date Dec 2022)

- A. This Housing License Agreement is an agreement between Southern Methodist University (the "University"), and the Student. If the Student is under 18 years of age, this Housing License Agreement is also an agreement between the University and her/his parent(s), guardian(s), or other guarantor(s). The Student must be enrolled at the University in order to live in residential facilities. The Student agrees to accept and abide by the rules and regulations of the residential facility to which the Student is assigned.
- B. This Housing License Agreement is personal and does not convey a legal interest in real property. This Housing License Agreement may not be assigned to any person or entity, including, but not limited to sorority or fraternity housing, nor total (e) to may live in Residential Commons or Upper Division Housing, or fraternity/sorority housing with approval. New Transfer Students who are under 20 years of age on the first class day of the Fall 2023 semester are required to live on--()-11.2 (li2.3 (e)m-6.6 (neH2lu)-0.7 TJO Tc 0 Tw 17.5 0 Td()-2 ()TJ-0.004 students and May 15 for all returning students and January 5, 2024 for Sp

- A. This Housing License Agreement is for one full academic year (Fall and Spring semesters) or any remainder of the academic year if submitted after the year begins.
- B. Exceptions for a "Fall Only" Housing License Agreement will be made for Students participating in University-approved Study Abroad, Engineering Co-op program, Student teaching in Spring semester, or for Students graduating in December. (Subject to verification)

C. The Student agrees to pay all required room and board fees. Room and board fees are billed to the Student Account, along with tuition, and may be paid to the Bursar's office prior to the start of each term. Room and Board Payment has the same due date as tuition. Room and board fees are set by the Board of Trustees. Failure to pay room and board fees when due may result in actions including, but not limited to, late payment fees, removal from campus housing, cancellation of registration, withholding of grades, diplomas, and transcripts, and/or refusal to permit future registration. Room and board fees are non-refundable and Students will not receive a credit for housing during any period of time when on-campus housing is closed due to a campus emergency or creation of the Universits10100nai9 (thuB) (e)-6-(f-d)-0.-4-(1.217aTd(reB)b)-0.7 (e)-6)()i4 I imst

4.	Room occupancy limits are maintained in accordance with fire safety codes. Maximum occupancy

- 1. During the semester, Students who withdraw from classes are no longer eligible to live on-campus and must move out of their room and check out within 48 hours of withdrawal. When applicable, any prorated refund of room rent is determined using the University's established schedule and the date a Student vacates and checks out of their room.
- 2. At the end of Fall semester, Students who will not return for the Spring semester must notify the University, move out of their room and check out within 48 hours after their last final exam, or by the established closing date for Fall semester, whichever occurs first. Failure to check out by Fall closing will result in an improper check out charge of \$150.
- 3. Students who withdraw from Spring semester after the established Fall closing date must arrange to move out no later than the last University business day in December. Spring withdrawal and move out in January will result in a cancellation penalty based on the date of move out:
 - a. Between the last University business day in December and the first day of JanTerm classes: \$150
 - b. Between second day of JanTerm classes and the seventh day of JanTerm classes: \$250
 - c. Between the eighth day of JanTerm classes and the day prior to the first class day of Spring Term: \$500
 - d. Starting the first class day of Spring semester, the University's established pro-rata schedule will apply.
- 1. Official University break periods include Fall Break, Thanksgiving Break, Winter Break and Spring Break.
- 2. Fall Break, Thanksgiving Break and Spring Break: Students may occupy their assigned room. Students who leave during break may leave their belongings in their assigned room at their own risk.
- 3. Winter Break: Students may occupy their assigned room provided they appropriately register and are approved for Sthd a seir beigriop0 -.03701(n)ynrs ,(185(6 87-0nw 14.457 6w .ww 1482(t))674u)-3 ,(1457 6w .nw 14

- A. Students who are not required to live on campus may request to cancel their on-campus housing application without financial penalty by April 1, 2023. Non-residency required Students who cancel for any reason after the April 1, 2023 deadline will incur a cancellation penalty according to the schedule below:
 - a. Cancel April 1, 2023 May 31, 2023: Cancellation penalty equivalent to 5% of the Fall assigned room rent.
 - b. Cancel June 1, 2023— July 31, 2023: Cancellation penalty equivalent to 25% of the Fall assigned room rent.
 - c. Cancel August 1, 2023 August 21, 2023: Cancellation penalty equivalent to 50% of the Fall assigned room rent.
 - d. Non-required Students who are not assigned to a room space at time of cancellation are not charged the cancellation penalty.
- B. Students who are required to live on campus may only cancel their Housing License Agreement if the Student is approved for residency exemption.
- C. Students who are not required to live on campus and who apply for housing starting in Spring semester and later cancel will incur a cancellation penalty according to the schedule below:
 - a. Cancel December 1, 2023 December 31, 2023: Cancellation penalty equivalent t cue H

A. NEITHER THE UNIVERSITY, ITS TRUSTEES, BOTH CORPORATELY AND INDIVIDUALLY, ITS OFFICERS, EMPLOYEES, AGENTS, VOLUNTEERS, REPRESENTATIVES, NOR ASSIGNS WILL BE LIABLE FOR PHYSICAL INJURY, DEATH, LOSSES OR DAMAGES TO PERSON OR PROPERTY OF STUDENT, STUDENT'S GUESTS OR OCCUPANTS CAUSED BY THEFT, BURGLARY, RAPE, ASSAULT, BATTERY, ARSON, MISCHIEF OR OTHER CRIME, VANDALISM, FIRE, SMOKE, WATER, LIGHTNING, RAIN, FLOOD, WATER LEAKS, HAIL, ICE, SNOW, EXPLOSION, INTERRUPTION OF UTILITIES, ELECTRICAL SHOCK, DEFECT IN ANY OF THE CONTENTS OF THE ROOM, LATENT DEFECT IN THE ROOM, APARTMENT OR RESIDENTIAL FACILITY, ACTS OF GOD, INFECTIOUS DISEASE (INCLUDING, BUT NOT LIMITED TO COVID-19 OR OTHER PANDEMIC), OTHER UNEXPLAINED PHENOMENA, ACTS OF OTHER RESIDENTS OR ANY OTHER CAUSE OTHER THAN THE GROSS NEGLIGENCE OF THE UNIVERSITY OR ITS REPRESENTATIVES ACTING IN THE SCOPE AND COURSE OF THEIR EMPLOYMENT. Student will indemnify, defend, and hold harmless the University, its Trustees, its officers, employees, agents, volunteers, assigns or c-9 i3d 8 (h22 20 ec-a)4r (r2-9)h22 20 and

B. All correspondence required by this Housing License agreement or otherwise relating to matters contained in this Housing License Agreement from the University to the Student or to Student's parent(s), guardian(s), or other guarantor(s) shall be mailed to or delivered at the address designated for the Student and for Student's parent, guardian, or other guarantor on the Housing Application. Electronic correspondence will be sent to the Student's SMU email address.

BY SELECTING THE "I AGREE" BUTTON BELOW, I ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND AND