

Texas A&M University-Kingsville
University Housing & Residence Life
Policy and Procedure for Termination or Suspension of University Housing Agreements
Due To Emergency Events

Texas A&M University-Kingsville has instituted a new policy and procedure for the termination or suspension of our University Housing Agreements due to an emergency event. This policy is an addendum to the current University Housing Agreement (and Meal Plan) if applicable.

I. Termination or Suspension of University Housing Agreements Due to Emergency Events

A. If, at any time during the Term of the University Housing Agreement including Meal Plan if applicable (the “Agreement”), the University determines that closure of Texas A&M University-Kingsville’s residence halls or a residence hall or vacating same (“Closure”) is necessary or advisable due to an emergency; as a result of any governmental order or action; or a Force Majeure event (“Emergency Event”), the University may terminate or suspend the Agreement. Suspension of the Agreement does not extend the Agreement Term. Upon cessation of the Emergency Event, as determined by the University, the Agreement suspension will cease and the Agreement and all of its terms and conditions continue in full force and effect.

B. Force Majeure

Force Majeure is defined as: 1) acts of God; 2) war; 3) act(s) of terrorism; 4) fires; 5) explosions; 6) natural disasters, to include without limitation, hurricanes, floods, and tornadoes; 7) failure of transportation; 8) strike(s); 9) loss or shortage of transportation facilities; 10) lockout, or commandeering of materials, products, plants or facilities by the government or other order (both federal and state); 11) interruptions by government or court orders (both federal and state); 12) present and future orders of any regulatory body having proper jurisdiction; 13) civil disturbances, to include without limitation, riots, rebellions, and insurrections; 14) epidemic(s), pandemic(s), or other national, state, or regional emergency(ies); and 15) any other cause not enumerated above, but which is beyond the reasonable control of the University and which by the exercise of all reasonable due diligence, the University is unable to overcome.

C. Move Out Procedures Due to Required Closure

1. Upon notification of an Emergency Event that necessitates Closure of the student housing facilities, the student will be required to remove all of the student’s personal property and vacate the room no later than 15 days after notification by the University of such Emergency Event. The student must move out and return all keys per express checkout procedures, which will be provided to the student in the notification of the Emergency Event sent to the student.

2. If the student's personal property is not completely removed from the student's assigned room by the specified deadline, such personal property will be deemed abandoned. If there has been abandonment of the student's personal property in connection with the student's room, the University may remove, dispose of, and/or store all such property remaining in the student's room.
3. The University is not responsible for loss of or damages to the student's abandoned personal property. The student is responsible for costs associated with the removal, disposal, and storage of the abandoned personal property as well as the cost of remediating any unsafe, unsanitary, or odiferous condition of the student's room due to the student's failure to vacate the student's room by the specified deadline.
4. Failure to follow the specified move-out/checkout procedures may result in the denial of a housing charge refund or credit ("Housing Adjustment") request. The University may, at its sole discretion, issue a credit in lieu of a refund.
5. **The date, upon which the student removes all of the student's personal property, returns the room key, and vacates the room will constitute the basis for determining compliance with any and all deadlines herein, including but not limited to the amount of the Housing Adjustment, if any.**

D. Housing Adjustment Requests Due to Termination or Suspension of Agreement

1. If the University terminates or suspends the Agreement due to an Emergency Event, the student must submit a request for a Housing (and Meal Plan if applicable) Adjustment within 15 days of the University's termination or suspension notice via their housing portal (specific instructions will be provided in the notification of the Emergency Event sent to the student). Requests for Housing Adjustments submitted via any other method DO NOT comply with this requirement and may result in a denial of or delay in receiving any Housing Adjustment.
2. Housing Adjustment amounts, if any, will be prorated based upon the time remaining in the Agreement term and the actual date the student's personal property is completely removed from the room and the key is returned. **Note: No Housing Adjustment will be made if the date of termination or suspension of the Agreement occurs after the last day of classes if finals are being given online.**
3. Furthermore, in the event the Agreement is suspended and NOT terminated, monthly payments and/or payment plan payments ("Payments") may be suspended by the University, at its sole discretion. If the University elects to suspend Payments, Payments will resume upon cessation of the Emergency Event, as determined by University, and the Agreement and all of its terms and conditions continue in full force and effect. Students will be eligible for a Housing Adjustment, if any, only to the extent that the student's overall account with the University is settled and results in a credit balance.

4. Housing Adjustments exclude, without limitation, deposits and other fees or charges associated with the housing agreement.

II. Switching to a Remote-Teaching Environment as A Result of an Emergency Event

- A. Notwithstanding the foregoing, if an Emergency Event results in the University switching to a remote-teaching environment but the University determines not to close any or all student housing facilities and not to suspend or terminate the Agreement, the student may still elect to remove all of the student's personal property and vacate the room, but in such a case the student will not be entitled to a Housing Adjustment and all of the terms and conditions of the Agreement will remain in full force and effect.
- B. Furthermore, if the student elects to vacate the premises under these circumstances, the student must submit a contract cancellation request via their housing portal and notify the University Housing & Residence Life Office, or designee, in a timely manner and must follow all specified move-out procedures.