

The College Houses Contract For Living Accommodations
«lease_term», «property_name», «floor_plan_name»

This Contract for Living Accommodations (this "Contract") is between The College Houses (hereinafter referred to as "CH"), and the person named below (hereinafter referred to as "Resident"), who will be temporarily residing at CH in the House named below, in Austin, Travis County, Texas, but whose permanent address is noted at the end of this Contract.

Name of Resident «primary_applicant_name_full» Preferred Name «primary_applicant_preferred_name» Gender «primary_applicant_gender»

1. ROOM.

Subject to the terms and conditions of this Contract. CH will lease during the term of this Contract a «floor_plan_name» in <<unit Number>> in «property_name» Cooperative at «property_primary_address» (the "House") for use as a private residence only. This Contract is for the use of a room within the House, and the specific room and, if applicable, any roommate, shall be as assigned by CH in CH's sole discretion. CH may reassign Resident's room assignment or the room assignment of any roommate for any reason or for no reason at any time. Resident shall comply with any room reassignment by CH within three (3) business days after CH delivers notice of the reassignment. The resident will receive keys and/or access devices to their unit, entry into the House, House common spaces, and mail keys, if the house has locked mail boxes.

2. TERM.

The term of this Contract is «lease_start_date» through «lease_end_date» unless this Contract is terminated earlier in accordance with the provisions of this Contract. The term of this Contract is for the time specified in this paragraph 2 only and Resident must vacate the House on or before the expiration of such term. It is understood and agreed by all parties that neither CH nor the Resident has any obligation to renew the term of this Contract and no renewal or extension of the term shall be effective unless in writing signed by an authorized representative of CH.

Obligations of Resident

3. MEMBERSHIP FEE.

Resident agrees to pay a one-time, non-refundable membership fee of \$60 contemporaneously with Resident's delivery of an executed counterpart of this Contract to CH.

4. SECURITY DEPOSIT.

Resident will pay a security deposit of \$600 (the "Security Deposit") to CH contemporaneously with Resident's delivery of an executed counterpart of the Contract to CH. CH may use this Security Deposit for any and all purposes in connection with Resident's default of its obligations under this Contract and as otherwise permitted by applicable law, including, without limitation to pay for unpaid monthly payment installment, pay for damages to Resident's room, and pay for costs of cleaning Resident's room when it is in an unreasonably unclean condition, normal wear and tear excepted, upon departure from the House. Resident agrees to permit a deduction from the Security Deposit for Resident's pro-rata share of damages to common areas of the House when it is apparent that such damage was done by House residents and/or their guests and the person or persons causing the damage are unknown. Such deduction shall be a proportional share of the cost of such repairs divided by the number of residents in the House at the time of departure. If CH makes deductions to the Security Deposit as permitted by this Contract and applicable law, the Resident shall pay to CH within ten (10) days of demand any additional amounts necessary to restore the Security Deposit to the amount of the initial deposit described above.

5. RECURRING MONTHLY CHARGES.

Resident will pay monthly payment installments for the entire term of this Contract according to the payment plan selected below.
Charges are payable in Travis County, Texas, in advance and without demand, to CH's central office at 1906 Pearl St., Austin, Texas 78705. Cash is not acceptable without CH's prior written consent. The total amount due under this Contract is shown in the options below. The semester discount is only offered to members with demonstrated financial need through CH's income verification process.

Monthly Installment Payments (No Discount):

Payments as outlined below, which includes the due dates, beginning «first_payment_begin_date» and continuing thereafter with successive monthly payment installment outlined below until the total sum of \$«modified_total_lease_term_rent» is met.

1. «first_payment_begin_date» \$«first_month_rent»	2. 9/1/26 \$«rent_charge_total»	3. 10/1/26 \$«rent_charge_total»	4. 11/1/26 \$«rent_charge_total»
5. 12/1/26 \$«rent_charge_total»	6. 1/1/27 \$«rent_charge_total»	7. 2/1/27 \$«rent_charge_total»	8. 3/1/27 \$«rent_charge_total»
9. 4/1/27 \$«rent_charge_total»	10. 5/1/27 \$«rent_charge_total»		

Any adjustments to the total semester price for this Contract must be calculated by CH based on the system prorated amount.

Semester Payment Discount:

Income-verified members will receive a 3% discount for a semester, and reversal of accrued late fees, if a full semester payment of «semester_discount_total» is received by September 22, 2026 for the fall semester, and «semester_discount_total» is received by February 1, 2027 for the spring semester.

Semester Payment Late Fee Waiver:

Members will have late fees accrued to-date each semester, if a full semester payment of «semester_total» is received by September 22, 2026 for the fall semester, and «semester_total» is received by February 1, 2027 for the spring semester.

6. LATE PAYMENT.

Each installment of monthly payments under this Contract must be paid by the due date. If resident fails to pay any installment of such payments by the due date and such failure continues for a total of five (5) days after notice thereof, such failure will constitute a default of Resident's obligations under this Contract, in which event CH will be entitled to terminate this Contract and exercise any and all rights and remedies permitted by this Contract and under applicable law. Additionally, if any installment of monthly payments is not paid by the 5th day after such installment is due, a late fee charge of «late_fee_fixed_amount» will be assessed. If the Resident has an outstanding balance greater than \$50.00 on the 12th day after the monthly installment is due, another \$40.00 fee will be charged. Resident agrees to pay \$25.00 or the maximum allowed by law for each returned check, plus late payment charges as outlined until acceptable payment is received by CH. All late charges are considered liquidated damages for CH's time, inconvenience, and overhead in collecting late payments. Attorney's fees and any litigation costs are separate and above the late charges. Payment of monthly payment installments is an independent covenant. CH, at its own option and without notice, may apply payments first to non-recurring obligations of Resident, then to their monthly installments, regardless of notations and regardless of when the obligations arose.

7. **MEMBERSHIP.**

CH is a cooperative and operates under the concept of cooperation between members and adherence to the [Rules of Operation](#). It is the Resident’s responsibility to identify areas where potential problems could arise and impact Resident’s enjoyment and participation in CH. Resident is obligated to discuss complaints as to food service or House atmosphere, repairs and other conditions with the House Officers. As a member, Resident is expected to make all reasonable efforts to work with House officers to solve personal and House problems.

8. **HOUSE LABOR.**

Resident agrees to do an assigned share of the regular work duties necessary for the proper operation of the House. Such duties are not to exceed six (6) hours per week or two (2) hours at Apartment-Style Co-ops. Additional labor may be assigned by the House. Resident agrees to pay up to \$20.00 for each hour of assigned duties not completed during the Contract period. Resident agrees to attend the House meetings as decided by House policy. CH will make reasonable accommodation for House Labor.

9. **YOUR DUTY OF CARE.**

Resident, Resident’s occupants, and Resident’s guests must exercise due care for their own and others’ safety and security, especially in using smoke alarms and other detection devices, door and window locks, and other safety or security devices. Window screens are not for security or to keep people from falling out of windows. CH disclaims any express or implied warranties of security. CH cares about Resident’s safety and that of other occupants and guests. Resident agrees to make every effort to follow any Security Guidelines Addendum attached to this Lease.

Obligations of The College Houses

10. **FOOD.**

Resident shall have access to the meal service that is provided in the House. (No meal service is provided in apartment-style living). The meal service shall provide meals according to the College Houses Calendar in effect during the term of this contract. The specific meals provided and the scheduling of meals may vary depending on vendor, food availability, and the majority preference in each individual House. If, for any reason, meal service is discontinued at the House, Resident shall be entitled to a reimbursement of the portion of payments going to food charges at the end of the Contract term in an amount up to but not exceeding \$4.93 per day for the time period that meal service is not provided. This reimbursement shall be Resident’s sole and exclusive remedy for any failure to provide meal service. In order to receive reimbursement for meals that were not served, residents have a duty to report any missing meals within 30 days.

11. **FURNISHINGS.**

CH will furnish the room with a bed, desk, and chair. In Apartment-Style Living, CH will also provide kitchen appliances, plus dining room/living room/bedroom furniture.

12. **UTILITIES.**

CH will use reasonable diligence to furnish the following services to the House (collectively, the “Utility Services”):

- (1) Water (hot and cold).
- (2) Air conditioning and heat to the degree CH considers to be standard for all tenants in the building.
- (3) Electric services for lighting and the operation of appliances as now wired in the Resident’s room.
- (4) High-speed internet.

13. **FAIR HOUSING AND ACCOMMODATIONS.**

In accordance with fair-housing laws, CH will make reasonable accommodations to its rules, policies, labor, practices, meal plans, or services. CH will allow reasonable modifications under these laws to give disabled persons access to and use of the House common spaces. CH may require the Resident to sign an addendum regarding the implementation of any accommodations or modifications, as well as their restoration obligations, if any. CH requires all accommodations requests to be submitted in writing or orally to the CH staff. CH maintains a reasonable accommodation or modification request process utilizing an internal CH form. CH encourages those requests to be made using this process in order to ensure that the request has been documented, to clarify the details of the request, and to hold CH accountable to responding in a timely manner. However, requests for accommodations and modifications are not required to utilize this process. Such requests can be made verbally to CH staff or in writing utilizing a method other than the CH request form. Whichever process is utilized, CH is responsible for responding in a timely manner.

14. **REPAIRS/MALFUNCTIONS.**

CH agrees to act with reasonable diligence to maintain the fixtures and furniture (to the extent owned by CH) in the House in substantial compliance with applicable federal, state and local laws regarding safety, sanitation and fair housing. If any equipment or machinery necessary to provide the Utility Services ceases to function properly, CH will use reasonable diligence to make repairs promptly. If, for reasons beyond the control of CH, CH fails to furnish any of the Utility Services or any other service, CH will not be liable for damages to either person or property and there shall be no abatement of monies due under this Contract. Such failure will also not release Resident from their obligations under this Contract, including the nonpayment of monthly payment installments.

All requests for repairs and services should be in writing to the designated House or Office Staff representative. CH may temporarily turn off equipment and interrupt utilities to avoid property damage or to perform work requiring such interruptions. Resident shall notify the CH designated representative of: water leaks, mold, electrical problems, malfunctioning lights, broken glass, plumbing problems, broken latches or locks, and of any condition which poses a material hazard to property, health, or safety.

15. **GENERALLY.**

CH will act with customary diligence to:

- (a) maintain fixtures, hot water, heating, and air-conditioning equipment;
- (b) substantially comply with all applicable laws regarding safety, sanitation, and fair housing; and
- (c) make all reasonable repairs, subject to Resident obligation to pay for damages for which they are liable. The time, manner, method and means of performing maintenance and repairs, including whether or which vendors to use, are within CH’s sole discretion.

16. **RESIDENT REMEDIES.**

If CH violates any of section 15, Resident may possibly terminate this Lease and exercise other remedies under Texas Property Code Sec. 92.056 by following this procedure:

- (a) all monthly recurring charges must be current, and Resident must make a written request for repair or remedy of the condition—after which CH will have a reasonable time for repair or remedy;
- (b) if CH fails to do so, Resident must make a second written request for the repair or remedy (to make sure that there has been no miscommunication between parties)—after which CH will have a reasonable time to repair or remedy; and
- (c) if the repair or remedy still has not been accomplished within that reasonable time period, Resident may immediately terminate this Lease by giving CH a final written notice. **Resident also may exercise other statutory remedies, including those under Texas Property Code sec. 92.0561.**

Request by Mail. Instead of giving the two written requests referred to above, Resident may give CH one request by certified mail, return receipt requested, by registered mail, or by any trackable mail or delivery method through the postal service or a private delivery service—after which CH will have a reasonable time to repair or remedy. “Reasonable time” accounts for the nature of the problem and the reasonable availability of materials, labor, and utilities. Resident monthly charges must be current when they make any such request. CH will refund security deposits and prorated charges as required by law.

17. **SECURITY DEVICES.**

What CH Provides. Texas Property Code secs. 92.151, 92.153, and 92.154 require, with some exceptions, that CH provide at no cost to Resident when occupancy begins:

- (A) a window latch on each window;
- (B) a doorviewer (peephole) on each exterior door;
- (C) a pin lock on each sliding door;
- (D) either a door-handle latch or a security bar on each sliding door;
- (E) a keyless bolting device (deadbolt) on each exterior door; and
- (F) either a keyed doorknob lock or a keyed deadbolt lock on one entry door.

Keyed locks will be rekeyed after the prior resident moves out. The rekeying will be done either before the Resident moves in or within 7 days after the Resident moves in, as required by law. If CH fails to install or rekey security devices as required by law, the Resident has the right to do so and deduct the reasonable cost from your next monthly payment under Texas Property Code sec. 92.165(1).

CH may deactivate or not install keyless bolting devices on your doors if

- (A) Resident or an occupant in the dwelling is over 55 or disabled, and
- (B) the requirements of Texas Property Code sec. 92.153(e) or (f) are satisfied.

Who Pays What. CH will pay for missing security devices that are required by law. Resident will pay for:
(A) rekeying that Resident requests (unless CH failed to rekey after the previous resident moved out); and
(B) repairs or replacements because of misuse or damage by Resident or Resident’s family, occupants, or guests.
Resident must pay immediately after the work is done unless state law authorizes advance payment. Resident must also pay in advance for any additional or changed security devices they request.

Default and Liability

18. TERMINATION.

- a. **Grounds.** Each of the following occurrences shall constitute a default of Resident’s obligations under this Contract and give CH the right to exercise any and all rights and remedies it may have under applicable law, including, without limitation, terminating Resident’s right of occupancy for any of the following:
 - (1) Non-payment of recurring charges as required by this Contract.
 - (2) Resident owing a debt on a previous contract with CH.
 - (3) Failure to pay CH for damages, repairs, and service costs.
 - (4) Resident or Resident’s guest violating any provision of this Contract, the CH membership agreement, any CH or House animal policy, any CH or House rules and policies, or any applicable law.
 - (5) Abandonment of the premises.
 - (6) Non-performance of House labor or failure to attend House meetings.
 - (7) Vandalism/damages to CH property.
 - (8) Violence to other residents, guests or any other persons on CH property.
 - (9) Violation of eligibility requirements as set by CH.
 - (10) Providing false information on membership application, Contract materials, or proof of student status.
- b. **Process.** CH may terminate Resident’s right of occupancy by giving Residents three (3) days written notice to vacate CH property. Notice may be given by any one of the following methods:
 - (1) Regular mail
 - (2) Certified mail, return receipt requested
 - (3) Personal delivery to Resident
 - (4) Personal delivery to the Resident’s room/apartment/suite, or
 - (5) Affixing the notice to the Resident’s room/apartment/suite door.

If, after notice has been given, Resident fails to vacate the CH property within the time given in the notice, CH may initiate an eviction action against Resident to enforce its rights under this Contract and applicable law.

In the event Resident defaults in the performance of any of its obligations under this Contract, Resident shall pay all collection agency fees and attorney fees incurred by CH. If CH is a prevailing party in any legal proceeding arising out of this Contract, CH shall recover its reasonable attorneys fees and court costs from the non-prevailing party or parties.

Termination under this provision does not release Resident from liability for future recurring charges scheduled during the term of this Contract. After CH gives notice to vacate, or after CH files eviction suit, CH may still accept payments, and such notice, filing, or acceptance will not act to invalidate any notice to vacate or otherwise waive or diminish CH’s right of eviction or any other contractual or statutory right. Acceptance of monies at any time will not waive CH’s right of property damages, past or future recurring charges, or other sums due. CH may report unpaid amounts to credit agencies for recordation in Residents’/Guarantors’ credit record.

All rights and remedies of CH under this Contract are cumulative and none shall exclude any other rights or remedies allowed by applicable law; and this Contract is declared to be a Texas contract and all of the terms thereof shall be construed according to the laws of the State of Texas.

19. ACCELERATION.

In the event Resident defaults in the performance of any of their obligations under this Contract, CH may, in addition to exercising any and all other rights and remedies CH may have under this Contract and applicable law, accelerate automatically any and all monthly charges for the remainder of this Contract without notice or demand and all monies shall be immediately due and delinquent under any of the following conditions.

- (1) Resident moves out without prior agreement between CH and Resident,
- (2) Removes property in contemplation of moving out, or
- (3) Gives written notice or verbal notice of intent to move out prior to the end of the term of this agreement or prior to CH agreement to Resident’s departure.

Such conduct shall be deemed a default or reason for termination for which no notice by CH to Resident is necessary. All remaining recurring charges and monies owed shall be automatically accelerated without notice if Resident is evicted.

20. RELEASE OF RESIDENT.

Except as otherwise expressly provided in this Contract, Resident will NOT be released from its obligations under this Contract on any grounds or for any reason, unless approved by the Board of Directors of CH in writing. For avoidance of doubt, a desire to move to another place, transfer between schools in Austin, loss of co-residents or bad health are not grounds for Resident to be released from this Contract.

21. FIRST MONTH’S PAYMENT.

If Resident fails to pay the first installment payment at or prior to the start of this Contract, all future payments shall be automatically accelerated without notice and CH may terminate Resident’s right of occupancy.

22. CANCELLATION.

Resident may cancel this Contract in accordance with Section 23 hereof. This Contract Cancellation Form is the only acceptable means of providing CH with notice of intent to terminate a legally binding contract with CH. If Resident never checks in, or if they depart without completing the Contract Cancellation Form, then the Resident will remain liable pursuant to this Contract, and CH reserves the right to immediately demand payment for the balance of the Contract.

23. CANCELLATION FEE.

CH considers the “notice” of cancellation date as the date the CH Office receives the completed Contract Cancellation Form together with the following fee:

- 1) Advance Notice Cancellation: \$500 Cancellation Fee
 - If the Resident can find an eligible replacement member whose contract can be countersigned by the office, the cancellation fee will be waived.
 - a) For Spring Semester Cancellations, notice must be given by October 15th, 2027.
 - b) For Summer and Fall Contracts, 60 Days’ Notice must be given before the start date of the contract.
- 2) Standard Cancellation: A cancellation fee in an amount equal to two monthly installment payments for their respective contract type applies to any cancellations with fewer than 60 Days’ Notice, as well as all cancellations that take place during the contract term that do not qualify for an Emergency Cancellation.
 - a) If the Resident can find an eligible replacement member for their room whose contract can be countersigned by the office, the cancellation fee will be waived
- 3) Emergency Cancellation: \$150 Cancellation Fee. Resident must provide acceptable documentation of ANY of the following to the CH Office along with this form: (1) Medical emergency (2) Death of an immediate family member (3) Qualifying military duty.

24. TRANSFER.

Resident is contracting to be a member of The College Houses, but is signing a contract for a specific room in a specific House. Any request by Resident to transfer to a different room, room type, or House shall be subject to CH’s sole discretion and any transfer must be according to terms approved by CH. In exercising CH’s discretion, CH may consider whether Resident is a member in good standing, whether Resident is current on all amounts owing, and whether Resident is current on all assigned labor.

25. HOUSE RELOCATION.

If for any reason during the term of this Contract, the continued operation of the House has become impracticable or impossible due to circumstances beyond CH’s control (including but not limited to a Force Majeure as that term is defined in this Contract), then CH may offer to relocate Resident to a room at a different House owned or operated by CH. Such relocation and reassignment shall be for the same monthly charges or lower and for the remaining term of this Contract and will carry the same rights and responsibilities as a co-op member as the original Contract, and grant an equal level of access to the new room and house that was offered in the original. Such offer

shall include the maximum amount that CH will agree to reimburse the Resident for any expenses incurred in relocating. Resident shall notify CH in writing within three (3) business days after receipt of CH's offer whether Resident accepts CH's offer to relocate. If Resident fails to deliver written notice of Resident's acceptance within the required time period, this Contract shall terminate along with Resident's right of occupancy without further notice. In the event of such termination, Resident shall vacate the House within three (3) business days after the termination. In the event of such termination, CH shall refund to Resident the balance of the Security Deposit, after lawful deductions, within 30 days of Resident's departure from the House in accordance with the terms of Section 49 of this Contract, along with a pro rata refund of any recurring monthly charges that Resident prepaid for occupancy past the date of such termination. If Resident accepts CH's offer, Resident shall fully cooperate with CH in relocating Resident in accordance with CH's procedures and timeline for relocation. If Resident accepts CH's offer, CH shall reimburse Resident's documented expenses incurred for relocating up to the amount stated in CH's offer. Such relocation shall not terminate or otherwise affect or modify this Contract, except that from and after the date of such relocation, "House" shall refer to the House into which Resident has relocated.

26. LIABILITY.

CH, its agents, employees, and contractors shall not be liable for any injury, loss or damage to person or property occurring within the House or on the property on which the House is situated, unless caused by or resulting from the gross or negligence or willful misconduct of CH, its agents, employees, or contractors. Resident assumes all risks of loss or damage to Resident's property caused by water, leakage, fire, windstorm, explosions, or other casualty or caused by the act of omission of any other occupant in the building. Resident acknowledges that CH will not provide any insurance coverage for the personal property of Resident and that the risk of loss for all such personal property shall be borne solely by Resident unless the loss is due to the gross negligence or willful misconduct of CH, its agents, employees, and contractors. (CH hereby advises Resident to secure personal tenant insurance for personal property.)

27. NO LIABILITY FOR DESIGN DEFECT.

CH shall not be liable to Resident or Resident's guests for damages to persons or property due to flaws in building design or the design of mechanical systems which may exist or occur.

28. FIRE.

In the event fire or other casualty not caused by the negligence or fault of Resident or Resident's guests causes the premises to be partially unfit for occupancy, CH shall make an equitable proration of monthly charges. In the event of total destruction or damage rendering the premises unfit for occupancy, this Contract shall terminate, unmaturred monthly charges shall be cancelled, and prepaid charges shall be refunded.

29. CONTRACTUAL LIEN.

All of Resident's personal property in the room or on the premises (except exempt by statute) is hereby subjected to contractual landlord's lien to secure payment of a delinquent balance and other sums due and unpaid under this Contract. In order to exercise contractual lien rights, CH representatives may peacefully enter the premises and remove and store all property therein, except property exempt by statute; provided, however, Resident must be present at the time or written notice of entry must be left following such entry. In order to clear an abandoned room, CH representatives may enter the premises and remove and store all property of every kind found therein. If Resident is absent from the premises for five (5) consecutive days during the term of the Contract, without written notice, while all or any portion of the monthly charges delinquent, the premises shall be deemed abandoned. There shall be no sale or disposition of any of the foregoing property, except pursuant to this Contract or as otherwise permitted by applicable law. CH will impose reasonable charges for packing, removing and/or storing such abandoned or seized property, and may sell same at public or private sale (subject to any recorded chattel mortgage) after thirty days written notice of time and place of sale is sent, certified mail, return receipt requested, to the Resident at the above room address and permanent address. Sale shall be to the highest cash bidder, proceeds shall be first credited to cost of sale then applied to the indebtedness owing CH. Any excess proceeds shall be mailed (by CH check) to Resident at the above room address or permanent address. Acceptance of payments or any other sum due is not a waiver of CH's right to eviction, damages, or past due balance, if suit has been filed at the time of acceptance.

Other Conditions

30. REPRESENTATIVES' AUTHORITY; WAIVERS; NOTICE.

CH representatives (including management personnel, employees, House officers, and agents) have no authority to waive, amend, or terminate this Lease or any part of it unless in writing, and no authority to make promises, representations, or agreements that impose security duties or other obligations on CH or CH representatives, unless in writing. Any dimensions and sizes provided to Resident relating to the unit are only approximations or estimates; actual dimensions and sizes may vary. No action or omission by CH will be considered a waiver of CH rights or of any subsequent violation, default, or time or place of performance. CH choice to enforce, not enforce or delay enforcement of written-notice requirements, payment due dates, acceleration, liens, or other rights isn't a waiver under any circumstances. Except when notice or demand is required by law, Resident waives any notice and demand for performance from CH if Resident defaults. If anyone else has guaranteed performance of this Lease, a separate Lease Guaranty for each guarantor must be executed. Written notice to or from CH representatives constitutes notice to or from CH. Any person giving a notice under this Lease should keep a copy or record of it. Fax or electronic signatures are binding. All notices must be signed by the applicable parties. Notice may be given electronically by CH to Resident if allowed by law. If allowed by law and in accordance with CH policies, electronic notice from Resident to CH must be addressed to the email address CH provides for notice purposes or submitted through an online portal.

31. MISCELLANEOUS.

All remedies are cumulative. Exercising one remedy won't constitute an election or waiver of other remedies. All provisions regarding CH nonliability or nonduty apply to CH employees, agents, and management companies. No employee, agent, or management company is personally liable for any of CH's contractual, statutory, or other obligations merely by virtue of acting on CH's behalf. This Lease binds subsequent owners. This Lease is subordinate to existing and future recorded mortgages, unless the owner's lender chooses otherwise. All Lease obligations must be performed in the county where the unit is located. If Resident has insurance covering the unit or Resident's personal belongings at the time Resident or CH suffer or allege a loss, Resident agrees to waive any insurance subrogation rights. All notices and documents may be in English and, at CH's option, in any other language that the Resident reads or speaks. The term "including" in this Lease should be interpreted to mean "including but not limited to."

32. SEVERABILITY.

If any provision of this Lease is invalid or unenforceable under applicable law, it won't invalidate the remainder of the Lease or change the intent of the parties. Neither an invalid clause nor the omission of initials on any page invalidates this Lease.

33. RIGHT OF NON-ACCEPTANCE.

Until the management of CH has signed this Contract, CH maintains the right to refuse acceptance of the Resident/Applicant for any lawful reason whatsoever. CH will not unlawfully discriminate against Resident/Applicant based on race, color, religion, sex, age, sexual orientation, gender identity, familial status, national origin, disability or any other legally protected category.

34. OCCUPANCY.

Resident agrees that their room will be occupied for only residential purposes by only the person named above; or if the room is double occupancy, the other occupant will be the person assigned by CH. Resident agrees that no activities will be permitted in their room or on the premises which would unreasonably disturb or unfavorably affect the residents of the House. It is fully understood that a requirement for admission at CH is that the Resident is a currently registered student, or is applying for student status for the next semester, at the University of Texas, Austin Community College, or other accredited college or university. Loss of this status for reasons other than voluntary withdrawal may result in termination of this Contract without penalty.

35. RENTAL PROHIBITED.

Residents agree that they won't lease, or offer to lease or license all or any part of their unit or House to anyone else unless otherwise agreed to by CH in writing. Resident agrees that they won't accept anything of value from anyone else for the use of any part of their unit or House. Resident agrees not to list any part of their unit or House on any lodging rental website or with any person or service that advertises dwellings for rent. This is not intended to prevent residents from participating in routine marketing and recruitment for their house. Violation of this section may lead to contract termination. College Houses does not allow the sub-leasing of any space, but may choose to allow the termination of one lease and the creation of a new lease that would replace it.

36. ANIMALS.

No animals are allowed on the premises at any time without prior written approval of CH. Residents wishing to bring an animal on site must register their animal with the College Houses Office by submitting an Animal Registration Form and deposit (if applicable) before the animal is brought on site. An additional \$50 per pet, non-refundable pet fee AND an additional Security Deposit of up to \$200 is required as a room condition deposit.

37. CONDITION OF PREMISES.

Resident accepts the room/suite/apartment and all furnishings and fixtures as is, except for conditions materially affecting the health or safety of ordinary persons. CH makes no implied warranties. Resident will inspect their room, note any defects or damages on the Room Condition form for the room and return it to the CH

representative within 48 hours of move in. Such exception will be acknowledged by both parties. Resident agrees to keep the premises in good condition. This includes the following:

- (1) Resident will replace or repair broken glass, furnishings, fixtures, or other damages which are deemed by the House officers to be the Resident’s responsibility.
- (2) Resident will not mar the walls or ceiling.
- (3) Resident will not put any signs or lettering on walls, doors, windows, except in designated areas or by approved methods.
- (4) Resident will not paint the walls, either in their own assigned room or in the common areas, without express written permission of CH.
- (5) Resident will not allow any damage to any part of the building.
- (6) Resident will not have waterbeds, antenna installations, hot plates, electric heaters, locks, or security devices as defined by this Contract and/or College Houses policy without the written consent of CH.

Resident will be responsible for all loss, breakage, or other damage to the furnishings provided by CH. In the event of a double occupancy of the room, responsibility for damages will be shared equally by Residents occupying the same room, in lieu of the Resident responsible for the damages acknowledging their responsibility. At the end of the term, Resident agrees to return all keys to CH buildings, and to leave furnishings and premises in good condition as received, ordinary wear and tear expected.

38. RIGHT OF REENTRY.

Resident will permit CH, even in their absence, (its agents, officers, and representatives) to enter the premises to inspect, repossess CH property (such as in the event of Cup Raids as defined by CH policy), clean or make repairs, alterations or additions, as CH may determine necessary. In such a case, Resident will not be entitled to any abatement or reduction of monthly charges.

39. PARKING AGREEMENT.

If Resident wants the right to park on the premises, they agree to pay a parking fee and/or to use spaces in accordance with College Houses rules/policy. CH does not guarantee parking. Resident will be liable for any fines, charges, or damages associated with their own improper parking.

40. DELAY OF OCCUPANCY.

If occupancy is, or will be, delayed due to construction, repairs, cleaning, or prior resident’s holding over, CH will not be liable to Resident for such delay and the Contract will remain in force subject to the conditions stated herein. Due to time of travel or other circumstances, it may be difficult for CH to notify Resident in advance of such delay of occupancy and CH will not be liable for lack of notification. CH will provide equal or better temporary facilities (to include use of contract commercial facilities) until Resident’s assigned room is available. CH reserves the right to provide a temporary room for up to 14 days. CH will provide a not-later-than date as to when the room will be available. If, upon arrival, Resident is told the availability date is greater than 14 days after arrival, Resident may cancel this contract within the first three (3) days after arrival by providing written notification to CH. If, prior to arrival, Resident receives notification of the delay, Resident has three days in which to notify CH by certified mail that they are cancelling the Contract. This notification must include date/time/and person who provided the information concerning the delay. If CH fails to provide a permanent room on or before the availability date, Resident may cancel by providing written notification within 48 hours. Resident will be entitled to only a refund of deposits and any balance paid.

41. CHANGE IN LEASE CHARGES.

CH may increase rates at any time during the term of this Contract upon 30 days notice to Resident, provided that the increase applies to all similarly-situated residents. Within three (3) days of Resident’s receipt of notice, Resident may provide written notice to CH that Resident is exercising their right to terminate the Contract effective the date of the increase. If the Resident provides such notice to CH, CH may either (1) accept Resident’s termination notice, or (2) agree to maintain the rates at the amount the Resident was paying before CH’s notice of the rate increase. Within three (3) days of CH’s receipt of Resident’s notice to terminate, CH will notify the Resident of its decision to accept Resident’s termination or maintain the rates at current levels.

42. ALARM AND DETECTION DEVICES.

(A) CH duties. CH will furnish smoke alarms or other detection devices required by law or city ordinance. CH will provide replacement batteries. CH may install additional detectors not so required. CH will test smoke alarms or other detection devices and provide working batteries when Resident first takes possession of the unit. Upon request, CH will provide, as required by law, a smoke alarm capable of alerting a person with a hearing-impairment disability.

(B) Resident duties. Resident must immediately report alarm or detector malfunctions to CH representatives. Neither Resident nor others may disable alarms or detectors. If Resident damages or disables the smoke alarm, or removes a battery without replacing it with a working battery, Resident may be liable to CH under Texas Property Code sec. 92.2611 for up to \$100 plus one month’s recurring installment payment, actual damages, and attorney’s fees. Resident will be liable to CH and others if Resident fails to report malfunctions, or fails to report any loss, damage, or fines resulting from fire, smoke, or water.

43. HOLDOVER.

Resident or any occupant, invitee, or guest must not hold over beyond the end lease date or CH notice to vacate (or beyond a different move out date agreed to by the parties in writing). If a holdover occurs, then
(A) holdover charges are due in advance on a daily basis and may become delinquent without notice or demand;
(B) charges for the holdover period will be \$100 per day, without notice;
(C) Resident will be liable to CH (subject to CH’s mitigation duties) for all charges for the full term of the previously signed Lease of a new resident who can’t occupy because of the holdover; and
(D) at CH’s option, CH may extend the Lease term—for up to one month from the date of notice of Lease extension—by delivering written notice to Resident or Resident’s apartment while Resident continues to hold over.

Move-Out Procedures

44. CLEANING.

Prior to moving out, the room should be free of personal property and/or debris of any kind. If Resident fails to clean in accordance with CH instructions, they shall be liable for reasonable charges to complete such cleaning, which may be deducted from the Security Deposit. This includes, without limitation, charges for replacing carpets, draperies, furniture, walls, etc. which are soiled beyond repair. If the room has been painted by the Resident, it must be repainted to colors acceptable to CH. If the Resident has painted their room and departs without returning the room to acceptable colors in good manner, Resident will be responsible for repainting costs, which may be deducted from the Security Deposit. If the costs of repair exceeds the Security Deposit, the Resident will be held liable for the excess charges at cost.

45. MOVE-OUT NOTICE.

Except as otherwise set forth in this Contract in connection with the early cancellation of the Contract, CH and Resident agree no formal notification is required as departure is expected on the day the term of this Contract ends. Prior to moving out, all monies must be paid through the end of the lease term. Resident is prohibited from applying the Security Deposit to their balance. A Resident’s right of possession ends at the end of the term specified in Paragraph 2 of this Contract. If Resident fails to vacate the House at the end of such term, such failure shall constitute a default in addition to all other rights and remedies CH may have under this Contract and applicable law. This Contract shall not become a month-to-month lease at the end of any lease term, absent written agreement of the parties. Any request for late move-out must be made in writing to the College Houses Office and is subject to approval based on the Late Move-out policy listed in the Rules of Operations.

46. MOVE-OUT INSPECTION.

Prior to moving out, inspection will be made of the room either by a CH representative or documentation submitted by the Resident showing evidence of the room’s state at the time of departure. The Resident maintains the right to be present during any inspection, and to review inspection results leading to charges. The check-out form must be completed by Resident, or CH representative in the case Resident does not or cannot complete the form, with current room conditions/damages, in excess of normal wear and tear, noted. CH representative has no authority to obligate or limit CH regarding deductions.

47. PET CHARGES.

If a pet has been in the room at any time during the Resident’s term of occupancy with or without House permission, a deduction will be made for defleaing, deodorizing, and/or shampooing to protect future residents from possible health hazards. Any pet deposit shall be considered a general security deposit.

48. OTHER CHARGES.

Resident shall be liable for the following charges, if applicable:

(1) Any unpaid sums due under this Contract.	(5) Unreturned keys.
(2) Unpaid balance.	(6) Removing illegally parked vehicles.
(3) Damages or repairs to room/suite/apartment beyond reasonable wear and tear.	(7) Attorney’s fees, court costs, filing fees and other lawful deductions, and/or

- (4)

Fair share of repair/replacement costs of common area damages beyond normal wear and tear, and contracted common space cleaning services, if not cleaned to CH instruction
- (8)

Any other charges such as guest meals, no-shows, Cup raids, and labor penalties.

49. DEPOSIT RETURN.

CH will refund to the Resident the balance of the Security Deposit, after lawful deductions, within 30 days of Resident’s departure from premises. In no case will CH refund the Security Deposit if Resident departs owing CH money under this Contract or if Resident departs without completing check-out forms (or other House approved forms) and providing a mail forwarding address.

50. SURRENDER.

Resident has surrendered the unit when A or B occurs —whichever happens first:
(A) the move-out date has passed and no one is living in the unit in CH’s reasonable judgment; **or**
(B) unit keys and access devices listed in section 1 have been turned in to the designated CH representative or office.

51. ABANDONMENT.

Resident has abandoned the unit when **all** of the following have occurred:
(A) Resident appears to have moved out in CH’s reasonable judgment;
(B) clothes, furniture, and personal belongings have been substantially removed in CH’s reasonable judgment;
(C) Resident has been in default for nonpayment of recurring monthly charges for 5 consecutive days; **and**
(D) Resident has not responded for 2 days to CH notice left on the inside of the main entry door stating that CH considers the unit abandoned.

A unit is also considered abandoned 10 days after the death of a sole resident.

52. ENDING OF RESIDENT’S RIGHTS.

Surrender, abandonment, or judicial eviction ends Resident’s right of possession for all purposes and gives CH the immediate right to clean up, make repairs in, and relet the unit; determine any security deposit deductions; and remove property left in the unit or House common spaces. Surrender, abandonment, and judicial eviction affect Resident’s rights to property left in the unit and House common space (section 25), but doesn’t affect CH mitigation obligations (Default and Liabilities).

53. TIME OF ESSENCE.

In all instances where Resident is required hereunder to pay any sum or do any act at a particular time or within any indicated period, it is understood that time is of the essence.

54. INVALIDITY.

If any term or provision of this Contract, or the application thereof to any person or circumstance, shall to any extent be invalid or unenforceable, the remainder of this Contract, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Contract shall be valid and shall be enforceable to the extent permitted by law.

55. FORCE MAJEURE.

Other than for Resident’s monetary obligations under this Contract, whenever an action under this Contract is required to be performed by either party, such party shall not be liable or responsible for, and there shall be excluded from the computation of any required period of time for performance, any delays due to strikes, riots, acts of God (which shall include but shall not be limited to pandemics), shortages of labor or materials, war, governmental laws, regulations, or restrictions, or any other causes of any kind whatsoever which are beyond the control of such party (a “Force Majeure”).

56. YOUR SIGNATURE AUTHORIZES CH TO REQUEST YOUR STUDENT STATUS AND ACADEMIC COURSE LOAD IN ORDER TO VERIFY ELIGIBILITY TO LIVE AT CH. YOUR SIGNATURE ALSO AUTHORIZES US TO CONDUCT A CRIMINAL BACKGROUND CHECK TO VERIFY ELIGIBILITY TO LIVE AT CH. YOUR SIGNATURE AUTHORIZES CH TO COLLECT, RELEASE AND SHARE INFORMATION RELEVANT TO YOUR TIME AS A MEMBER-RESIDENT WITH AUTHORIZED REPRESENTATIVES FROM ICC AUSTIN. THIS LEASE IS FOR THE TIME SPECIFIED AND CANNOT BE CANCELLED WITHOUT APPROVAL OF THE COLLEGE HOUSES. THIS IS A BINDING LEGAL DOCUMENT – READ CAREFULLY BEFORE SIGNING.

«lease_term», «property_name», «space_option_name», Unit Number

Contract Fees	Resident fees due upon receiving countersigned contract: Membership Fee: \$60.00 Security Deposit: \$600.00 If you can't pay for all contract fees at once, please contact the Member Process Coordinator.
Installment Payment(s)	Payment is to the order of The College Houses: 1906 Pearl Street, Austin TX 78705 Other payment options may be available at: «homebody_login_url»
Resident Printed Name	«primary_applicant_name_full»
Full Permanent Mailing Address Include City/State/Zip if U.S.	«primary_applicant_street_line1» «primary_applicant_city», «primary_applicant_state_code» «primary_applicant_postal_code»
Date of Birth If Resident will be under 21 years old on the Contract start date, then Resident must have a Contract Guaranty on file with The College Houses. Contract Guaranty form provided separately.	«primary_applicant_birth_date»
Social Security Number OR Passport ID Number	«primary_applicant_tax_number_masked» «primary_applicant_id_number»
Driver's License OR ID # Include Issuing State or Country	«drivers_license_number_and_st»
Phone Number	«primary_applicant_phone_number»
Email Address	«primary_applicant_email_address»

The College Houses 1906 Pearl Street Austin, TX 78705 (512)-476-5678	
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