

Statement of Terms and Conditions of Occupancy

I. INTRODUCTION

The purpose of this document is to establish the terms and conditions of occupancy in the University Residence Halls. This document constitutes an offer by the University to contract with the student for housing facilities. The student may accept this offer to contract by completing and submitting this contract. When this contract is submitted to the University, it establishes a binding contract between the student and Mississippi State University. **CONTRACTS CANNOT BE CANCELED AFTER DECEMBER 15, 2018 WITHOUT PENALTY. ANY STUDENT WHO HAS NOT CANCELED HIS/HER CONTRACT ON OR BEFORE DECEMBER 15, 2018 WILL BE RESPONSIBLE FOR HOUSING FEES FOR THE WINTER BREAK.**

II. ENROLLMENT STATUS

Winter break residents must have attended MSU as an enrolled student for the preceding fall semester and be currently enrolled and registered for classes at Mississippi State University for the proceeding spring semester. Acceptance of this contract by the University does not constitute a commitment of admission to the University. Students who withdraw from Mississippi State University at any time during the contract period may be, at the University's discretion, subject to eviction.

III. PERIOD OF CONTRACT

Mississippi State University desires to provide housing for students at the lowest possible rate, and for that reason **THIS CONTRACT IS FOR THE ENTIRE WINTER BREAK**. This contract may be terminated without penalty, if written cancellation is received on or before December 15, 2018.

IV. OCCUPANCY

This housing contract is for space within the residence hall system and not for a specific building or room and may not be transferred or assigned to another person. The space may not be sublet. The student agrees not to allow any persons other than the assigned roommate to live in the residence hall room or suite. Violation of this restriction is considered serious and may result in fines, eviction from the residence halls, or other disciplinary action as sanctioned by the University including suspension from the University. The period of occupancy begins 24 hours after the student's last fall 2018 final exam and ends on move in day of the Spring 2019 semester.

V. INCREASE OF RENTAL RATE

Since it is not possible at the time of contracting to determine projected utility or housing fee increases, the University reserves the right, subject to order of the Board of Trustees, to raise, lower, or modify fees without notice. Approved rates will be available at www.housing.msstate.edu.

VI. CANCELLATION OR SUSPENSION OF THE WINTER BREAK CONTRACT

A. By the Student

A contract for the winter break, which has been completed and submitted by the student and accepted by the Department of Housing and Residence Life on or before December 15, 2018, constitutes an agreement to reside within the available break housing accommodations and may be canceled if written notification is received on or before December 15, 2018. Contracts for the winter break cannot be canceled after December 15, 2018 unless approved through the Housing Contract Appeal process. Contracts in effect on December 16, 2018 will be executed and applicable charges will be billed to the student's MSU account. **FAILURE TO OCCUPY AN ASSIGNED SPACE DOES NOT CONSTITUTE A RELEASE FROM THE HOUSING CONTRACT WITH THE UNIVERSITY.**

B. By the University

1. Destruction or Unavailability of Space: In the event that the accommodations assigned to the student are destroyed or made unavailable and the University does not furnish other accommodations, the contract shall terminate. All rights and liabilities of the parties hereto shall cease and payments previously made by the student shall be refunded on a daily pro-rated basis for the period during which accommodations were not available to the student. If the University is able to provide other accommodations, then this contract will remain in force.

2. Violation of Policy or Terms: The University may cancel the contract if the student fails to meet the full terms and conditions stated herein, for violation of policies or regulations of University or Housing and Residence Life as stated at www.msstate.edu/web/security.html or www.housing.msstate.edu which are a part of this

contract by reference hereto. The Web sites detail student's contractual obligations, housing regulations, the judicial process, visitation policies, and services. Cancellation of the contract for the above reasons may result in the eviction of the student upon 2 days' notice (48 hours), except where the University determines that the continued residency of the student would pose a danger to the life, limb, health, or general well-being of other

members of the residential community, in which case the student may be evicted immediately. The University reserves the right to amend or change any policy, regulation, or procedure where it is determined to be in the best interest or safety of the student or University. Such changes will be communicated to the student and will be part of this contract by reference hereto

If the student is dismissed from the residence halls for disciplinary reasons, the student will not automatically be released from the financial obligation of this contract. The student may appeal for release from the Housing Contract as outlined under **STUDENT APPEALS OF THE HOUSING CONTRACT**.

C. Student Appeals of the Housing Contract: Students with sudden, unusual and unforeseeable personal circumstances such as a severe medical condition or extreme financial hardship may find themselves in need of an alternative living arrangement. These students may seek review of their Housing Contract with the Housing Appeal Review Board. The process begins in the Housing Office by completing the appropriate form. An appointment may be set up with the Housing Appeal Review Board. The Housing Appeal Review Board is a University Standing Committee reporting to the Vice President of Student Affairs. Housing Appeal Review Board decisions are final.

VII. GENERAL PROCEDURES AND POLICIES

A. Liability for Damage or Loss: The University does not assume any legal obligation to pay for the loss of or damage to the student's personal property if it occurs in its buildings or on its ground, prior to, during, or subsequent to the period of the contract. The student or parents are encouraged to carry appropriate insurance to cover such losses.

B. Responsibility for Room: The student is responsible for the accommodations assigned and shall reimburse the University for all damages within or to said accommodations. Charges for damages and/or necessary cleaning will be assessed to the student, or students, by the University and must be paid promptly. Failure to pay assessments will result in a hold on a student's registration, graduation, and/or transcript.

C. Partial Occupancy: University housing rooms are to be occupied by two or three students, with the exception of the approved single-occupancy assignments. In cases where one of the occupants moves from the assigned space, the student who remains agrees to move to another room or to accept another roommate. Where there is no other student to assign to the room, the student agrees that the area must be maintained in a manner by the occupant that will allow another student to move in immediately. The University reserves the right to reassign residents during the break in order to consolidate vacant spaces and to increase occupancy. Increases in occupancy will conform to prevailing occupancy and health standards.

D. Financial Obligation: While this contract is in effect, the student will be required to meet all financial obligations of this contract. Winter Break Housing fees will be posted after December 15, 2018 to the student account through the cashier's office in Garner Hall. Students must pay on their accounts in accordance with the policies of that office.

E. Keys and Access Cards: The student agrees not to loan/duplicate keys and/or access cards. Lost/stolen keys or access cards must be reported immediately. Keys and/or access cards must be returned when occupancy is terminated. The cost of re-keying the lock for an illegally duplicated key or any key not returned whether the key(s) is/are lost or stolen will be charged to the student.

VIII. RIGHT TO ENTRY OF PREMISES

A. Right to Enter: The University shall have the right to enter the leased premises for inspection at all reasonable hours and whenever necessary to make repairs, alterations, safety/health inspections, pest control, etc., of the room. Additionally, the university reserves the right to enter the premises to respond to an emergency situation.

B. Right to Inspection: The rooms will be periodically inspected for health/safety violations. If violations are found, the resident(s) will have a sufficient time to correct the violation. If the violation is not corrected, the student will be billed for the violation and it will be corrected by Housing staff. Continued violations may result in judicial action and could also separately result in termination of the lease by the University.

C. Expiration or Cancellation of Contract: Upon the expiration or cancellation of this contract under any of the above provisions, the University shall have the right to re-enter the premises to remove the student's property there from. The student expressly waives the service of any notice to re-enter, notice to terminate the tenancy, notice to quit or demand for possession. Breach by the student of any of the duties established by this agreement authorizes the use of any remedy available in law or equity. If the student fails to pay rental fees, additional fees and charges by the dates required by this agreement, the University is entitled to pursue any or all of the following actions: terminate this contract; evict the student from University housing; stop registration; and withhold transcript of grades, diploma, or other records and documents maintained by the University.

Department of Housing and Residence Life
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www.housing.msstate.edu

Mississippi State University is an equal opportunity institution. Discrimination in university employment, programs or activities based on race, color, ethnicity, sex, pregnancy, religion, national origin, disability, age, sexual orientation, genetic information, status as a U.S. veteran, or any other status protected by applicable law is prohibited. Questions about equal opportunity programs or compliance should be directed to the Office of Compliance and Integrity, 56 Morgan Avenue, P.O. 6044, Mississippi State, MS 39762, (662) 325-5839.

Be sure you read all items, conditions, and understand them before you sign this contract.