

Mississippi State University

Residence Hall Contract for the Two-Term Contract Period

Academic Year 2019-2020 (Both Terms)

Statement of Terms and Conditions of Occupancy

I. INTRODUCTION

The purpose of this document is to establish the terms and conditions of the two-term contract for occupancy in the University owned Residence Halls. This document and the Housing Application together constitute an offer by the University to contract with the student indicated above for university owned space in housing facilities. The University requires that students under 18 years of age have this contract notarized and co-signed or signed via digital proxy by a parent, guardian, or other person willing to guarantee payment of the fees for the period specified. When this contract is signed and returned to the University, it establishes a binding contract between the student (and guarantor) and Mississippi State University.

II. ENROLLMENT STATUS

Residents must be admitted students and currently enrolled and registered for classes at Mississippi State University. Acceptance of this contract by the University does not constitute a commitment of admission to the University. Students who fail to enroll in at least one credit hour face to face at MSU Starkville campus classes during the contract period may be, at the University's discretion, subject to eviction.

III. PRIORITY

Priority in the housing system is established by submitting a completed application to the Department of Housing and Residence Life. RSPV housing priority is primarily based on the date of application submission. Other applications are primarily based on the date of application for Admission. Priority will be lost if the student fails to register for classes, fails to sign the housing contract, or fails to comply with the University's Advanced Payment requirements.

IV. 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 ACADEMIC YEAR (BOTH FALL 2019 and Spring 2020 TERMS), OR IF ENTERED INTO AFTER THE BEGINNING OF THE ACADEMIC YEAR, FOR THE REMAINDER OF THE ACADEMIC YEAR (BOTH TERMS).

V. OCCUPANCY

This housing contract is for space within the University owned 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, leased, or rented to anyone else for any period of time. 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 upon the contract start date of August 17, 2019 or receipt of the room key or card access by the student and will terminate at 6:00 PM on the Saturday after the Starkville campus commencement day of the Spring semester as determined by the official MSU University Academic Calendar. Notwithstanding the foregoing, the student agrees to vacate the assigned room within 24 hours after their last class or examination. Residence halls are closed between academic semesters. Residents needing housing beyond the contract period would be subject to additional fees.

VI. 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 approval by the Board of Trustees of Institutions of Higher Learning, to raise, lower, or modify fees without notice. Approved rates will be available at www.housing.msstate.edu.

VII. CANCELLATION OR SUSPENSION OF THE TWO-TERM CONTRACT

A. By the Student

1. **Contracts Beginning Fall Semester for Students Who Completed and Fulfilled a Housing Contract for Spring 2019.** For students who resided on campus in Spring 2019, a contract for the academic year which has been signed and returned by the student, and accepted by the University, constitutes an agreement to reside within the University owned residence hall system fall and spring semesters and may be cancelled by the student if written notification is received by the Department of Housing and Residence Life on or before February 28, 2019. Contracts cancelled via written notification between March 1, 2019 and March 31, 2019, will be charged a \$200 penalty. Cancellations received between April 1, 2019 and April 30, 2019, will be charged a \$300 penalty. Cancellations received between May 1, 2019, and May 31, 2019, will be charged a \$400 penalty.

2. **Contracts Beginning Fall Semester for Students Who Did NOT Complete or Fulfill a Housing Contract for Spring 2019.** For students who did not complete and fulfill a housing contract for Spring 2019, a contract for the academic year which has been signed and returned by the student, and accepted by the University, constitutes an agreement to reside within the University Owned residence hall system fall and spring semesters and may be cancelled by the student if written notification is received by the Department of Housing and Residence Life on or before April 30, 2019. Contracts cancelled via written notification between May 1, 2019 and May 31, 2019, will be charged a \$200 penalty. Cancellations received between June 1, 2019 and June 30, 2019, will be charged a \$400 penalty.

3. **Cancellation of contracts for the Spring Semester for Students Who Lived on Campus for Fall 2019:** For students who resided on campus in Fall 2019, a contract which has been signed and returned by the student and accepted by the Department of Housing and Residence Life, constitutes an agreement to reside within the residence hall system during both the fall and spring semesters. In the event such student is eligible to and elects to terminate their contract for one of the reasons stated in Section VII. A. 5, 6, 8 or 9, the student may be subject to a \$400 cancellation fee. The cancellation notification must be received in writing through the housing portal (my.housing.msstate.edu).

4. **Withdrawal from the University:** A contract which has been signed and returned by the student and accepted by the University will be cancelled for those full and partial academic semesters during the contract period that the student fails to enroll or withdraws from the University. Official withdrawal from the University is when the student has registered and paid fees but decides to cancel registration and formally withdraw. The student must vacate the residence hall within 48 hours of official withdrawal from the University. A nightly prorated will be charged to students with reserved/occupied rooms, either by being physically present or by leaving belongings in the space, who withdraw or fail to enroll. For enrolled students, the prorated amount will be based on the date the student has both checked out with the Department of Housing and Residence Life and officially withdrawn date. For a student that fails to enroll, the prorated amount will be based on the date the student has checked out with the Department of Housing and Resident Life. Students are financially responsible for the full housing contract after the 30th day of class. Students may be assessed a cancellation penalty in accordance with Section VII. A. 2-4., as applicable, above. If a student re-enrolls in the University during the period covered by the original housing contract, the student will be bound to the remainder of the contract.

5. **Academic Program Requirements:** A contract which has been signed and returned by the student and accepted by the University, will be suspended for those full academic semesters during the contract period that the student is required by the University to live elsewhere in order to complete their academic program (Co-op, Student Teaching, etc.). However, failure to notify the Department of Housing and Residence Life on or before March 29, 2019, for fall semester or November 29, 2019, for spring semester of participation in the program may result in a cancellation penalty in accordance with Section VII. A. 2-4., as applicable, above. Students receiving late notification of acceptance into such programs must provide written documentation of such late notification within one week of the offer being made in order to have the penalty waived. The University cannot guarantee reassignment to a specific residence hall room for a student returning to University housing from such programs.

6. **Graduation:** A contract will be cancelled upon the completion of graduation requirements by the student who subsequently leaves the University. However, failure to notify the Department of Housing and Residence Life on or before, November 29, 2019, for spring semester of intent to graduate may result in a cancellation penalty in accordance with Sections VII. A. 2-4., as applicable, above. A contract will not be cancelled upon the completion of graduation requirements by the student if the student continues enrollment at Mississippi State University following graduation.

7. **Marriage/Pregnancy/Active Duty Military Service:** A contract may be cancelled by the student if the student marries, becomes pregnant, or is enlisted for active duty military service during the period of the contract and proof of marriage, pregnancy or military service is presented to the University by the student. The contract will remain binding if the student fails to supply the Department of Housing and Residence Life satisfactory documentation of such event.

8. **Enrollment Status:** Students who fail to enroll in at least one credit hour face to face MSU Starkville campus during the contract period may be, at the University's discretion, subject to eviction.

9. **Failure to Occupy Space:** 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 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. Rights and liabilities of the parties hereto shall cease and payments previously made by the student shall be refunded on a pro-rated basis for the period during which accommodations were not available to the student.

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 students' 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 48 hours notice, 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. If the student is dismissed from the residence halls for disciplinary reasons, the student will not be released from the financial obligation of this contract. The student may appeal for release from the Housing Contract as outlined under VII.C. 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.

C. **Student Appeals of the Housing Contract:** Students with sudden and unforeseeable personal circumstances such as a severe medical condition or extreme financial hardship may be in sudden need of alternative housing. Under such circumstances, a student may submit an appeal to cancel his/her housing contract. The Housing Contract Appeal form and supporting documents must be submitted to the Department of Housing and Residence Life. A \$50 contract appeal fee is required for an appeal to be reviewed by the Housing Appeals Committee regardless of the outcome. Students denied by the committee may request to forward their appeal to the Housing Appeal Review Board ("Review Board"). Review Board decisions are final. The Review Board is a University Standing Committee reporting to the Vice-President of Student Affairs. Any release granted by the Review Board is subject to a \$400 cancellation penalty unless such penalty is waived by the Housing Director or their designee for extenuating circumstances. No refunds will be made after the 30th day of class.

VIII. 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 grounds prior to, during, or subsequent to the period of the contract. The student or guardian 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 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 or approved private assignments. In cases where one of the occupants moves from the assigned space, the student who remains agrees to move to another room, to accept another roommate, or to seek approval of a private occupancy room and pay the room rate of a space and a half. When this policy affects the student's room, the student will be sent notification outlining these choices and be given a specified amount of time to complete one of the available options. Where there is no other student with whom to consolidate, 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 semester 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 is required to meet financial obligations of this contract. Housing fees are charged through the Account Services Office. Students must pay their accounts in accordance with the policies of that office.

E. **Assignments and Room Changes:** The University encourages diversity and does not make housing assignments on a segregated basis with regard to race, religion, color, national origin, or disability. Assignments are held through residence hall opening, but accommodations are not guaranteed for those arriving late or failing to show without making arrangements with the Housing Assignments Office prior to the residence hall opening. If for any reason the student is required or allowed to move to a different residence hall, the student will be charged or refunded the difference between the two rates on a pro-rated basis for the remainder of the term. Housing assignment changes must be approved by the Community or Residence Hall Director or the Housing Assignments Office. Approved room/hall changes occur during designated periods during each semester. A \$25 per day penalty may be assessed for illegal room changes.

F. **Right of University to Relocate Students:** The University reserves the right to relocate students from one space to another when it is determined, in its sole and absolute discretion, that the move is in the University's best interest, including, but not limited to renovation, maintenance, construction, roommate conflicts, and disciplinary sanctions. Students who are relocated by the University must complete the move within 48 hours of notification.

G. **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.

H. **Official Check-Out:** Official check-out from a residence hall consists of signing the appropriate inventory and check-out forms, removing personal belongings, cleaning the room, returning the key(s), and meeting with a resident advisor. Students who fail to follow the proper procedure to check out of the residence hall may be assessed a \$50 improper check-out penalty. Students who fail to check out of the residence hall by the date and time announced for the closing of the residence hall or at the end of the occupancy period may be assessed an additional penalty of \$25. This penalty is in addition to any other damage charges, service fees, or penalties for which the student may be liable.

I. **Overflow Accommodations:** The University reserves the right to make assignments to temporary or overflow housing to accommodate requests for housing. The policies and procedures contained within this document are also applicable to overflow housing assignments which may be made on a temporary basis at the beginning of each semester.

J. **Prohibited Items:** The possession or use of firearms, ammunition, explosives, fireworks, candles, halogen lamps, and other items detailed in the policies and regulations of University or Housing and Residence Life as stated at www.msstate.edu/web/security.html or www.housing.msstate.edu.

IX. RIGHT TO ENTRY OF PREMISES

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

B. **Right to Inspection:** The rooms/apartments 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 subject to the student conduct process. 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 therefrom. Personal property left in a residence hall room after a student withdraws or fails to enroll will be considered abandoned property. Upon discovery, a student will be notified of the removal of their abandoned property from the room to a secure location within the residence hall and be given 48 hours to claim their property. 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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Web: www.housing.msstate.edu

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