

Statement of Terms and Conditions of Occupancy

I. INTRODUCTION

The purpose of this document is to establish the terms and conditions of occupancy for this one-semester contract in the University-owned Residence Halls. This document and the Housing Application together constitute an offer by the University to contract with the student 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 another 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 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. Assignments are primarily based on the date of application for Admission. Priority will be lost if the student fails to register for classes or fails to comply with the University 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 SPRING 2021 TERM, OR IF ENTERED INTO AFTER THE BEGINNING OF THE SPRING 2021 TERM, FOR THE REMAINDER OF THE TERM.**

V. OCCUPANCY

This housing contract is for space within the University-owned residence hall system or other assigned location 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 January 2, 2021, 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 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. 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 are available at www.housing.msstate.edu.

VII. CANCELLATION OR SUSPENSION OF THE CONTRACT**A. By the Student**

1. **Cancellation of contracts for the Spring Semester:** A contract for the Spring semester which has been signed and returned by the student, and accepted by the University, constitutes an agreement to reside within a University-owned residence hall or other assigned location for the Spring semester. The contract may be canceled by the student if written notification is received by the Department of Housing and Residence Life on or before December 1, 2020. Contracts canceled via written notification between December 1, 2020 and December 21, 2020, will be charged a \$200 fee. Cancellations received between December 21, 2020 and January 6, 2021, will be charged a \$400 fee.

2. **Withdrawal from the University:** A contract that has been signed and returned by the student and accepted by the University will be canceled either for the full or partial academic term during the contract period if 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 withdraws. The student must vacate the residence hall within 48 hours of official withdrawal from the University. Students who withdraw or fail to enroll will be charged a nightly prorated for reserved/occupied rooms, either by being physically present or by leaving belongings in the space. For enrolled students, the prorated amount will continue to accrue until the date the student has both checked out with the Department of Housing and Residence Life and has officially withdrawn from the University. Students are financially responsible for the full housing contract costs after the 30th day of class. Students may be assessed a cancellation fee in accordance with Section VIII as applicable. 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.

3. **Academic Program Requirements:** A contract which has been signed and returned by the student and accepted by the University, will be suspended for the full academic term 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 December 31, 2020, for the spring semester of participation in the program may result in a cancellation fee in accordance with Section VIII as applicable, below. 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 fee waived. The University cannot guarantee reassignment to a specific residence hall room for a student returning to University housing from such programs.

4. **Marriage/Pregnancy/Active Duty Military Service:** A contract may be canceled 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. However, failure to supply the Department of Housing and Residence Life documentation will result in a cancellation fee of \$400 and possible housing charges.

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

6. **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:** If 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 or for a 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 referenced websites 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 university or the residence halls for a violation of the Student Code of Conduct, 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 their 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 may be subject to a \$400 cancellation fee unless such fee 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 after the period of the contract. The student or parent/guardian is 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, except for 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 agrees to pay the room rate of a space and a half. When this policy affects the student's room, the student will be sent a 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 the 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 Resident Hall Director or the Housing Assignments Office. Approved room/hall changes occur during designated periods during each semester. A \$50 fee may be assessed for illegal room changes or unauthorized early arrivals.

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 or student's best interest, including, but not limited to renovation, maintenance, construction, roommate conflicts, health, safety, or disciplinary sanctions. Students who are relocated by the University must complete the move within 48 hours of notification. Notwithstanding the foregoing, the University reserves the right to relocate a student to another facility immediately or cancel this contract in the event the University, in its sole and absolute discretion, determines that a health, safety or other exigency circumstance exists that requires immediate relocation and/or cancellation of this contract.

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 or by completing an Express Check-out form. Students who fail to follow the proper procedure to check out of the Residence Hall may be assessed a \$50 improper check-out fee. Students who set up a date and time to check out with their Resident Advisor and fail to meet at the agreed-upon date and time may be assessed an additional fee of \$25. Students who fail to check out of their Residence Hall at the end of the occupancy period may be assessed an additional \$40 per night fee. These fees are 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 is prohibited.

X. 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/unit. Additionally, the university reserves the right to enter the premises to respond to an emergency situation.

B. Right to Inspection: The rooms/unit will be periodically inspected for health/safety violations. If violations are found, the resident(s) will have 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 withdraw, 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.

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