

TERMS AND CONDITIONS

Students who enter into a Housing Contract are committed to the entire academic year (August through May).

This document and those referred to within it constitute the Mississippi University for Women Department of Community Living Housing Contract for residence halls and dining services. The housing and dining services described are being offered under the terms and conditions stated herein.

It is the student's responsibility to become familiar with all provisions of this Housing Contract. These terms and conditions are not intended to provide general or specific residence hall policies, which are contained in the Student Handbook available online at www.muw.edu/handbook. No term or condition of this Housing Contract can be waived except in writing, signed by the student and the Director of Community Living. No oral statement made by the Department of Community Living or its agents is considered a waiver of any term or condition.

1. Eligibility

In order to be eligible for occupancy in University housing, the student must be enrolled at MUW, carrying an undergraduate or graduate credit load of six (6) credit hours or more. If a resident fails to enroll, or fails to pay fees resulting in the loss of status as an enrolled student, the resident agrees to vacate the premises within 48 hours. A resident may not sublease or rent a room assignment or permit another person to share a private room assignment or otherwise reside in, use, or occupy the room. Resident may only use the room as a residence. A resident whose Housing Contract is terminated by the University due to disciplinary reasons will forfeit rent and all deposits for the semester.

2. Meal Plan Requirements

All students who reside in University housing must have a meal plan through Sodexo Dining Services. Food service contracts are not transferable. Charges may occur for meal contract changes, cancellations and lost identification cards.

3. Contract Terms

The Housing Contract, from the beginning date (official opening day of the halls in August) of the Housing Contract period, **binds the resident for the full academic year**, excluding the summer sessions.

If a Housing Contract is entered into at the start of the fall semester, the Housing Contract will be binding until the final day of the spring semester. If the Housing Contract is entered into at the start of the spring semester, the Housing Contract will be binding until the final day of the spring semester. If the dates of the academic year are revised by the Department of Community Living, those revised dates will apply and will not alter the financial obligation of this Housing Contract.

An applicant for housing will only be considered once a completed application and a \$100 deposit are received by the Department of Community Living. \$75 of the \$100 will be applied toward the fall semester room charge and \$25 will serve as a processing fee (which is non-refundable).

4. Cancellation Policy

If at any time the applicant decides to cancel this Housing Contract, written notification must be provided to the Department of Community Living prior to June 1st to receive a refund of their deposit (\$75 will be

refunded). Cancellation after June 1st but prior to the beginning date (official opening day of the halls in August), will result in a forfeiture of the full deposit.

Failure to cancel the Housing Contract once the beginning date (official opening day of the halls in August) arrives, will result in full room charges (and meal plan charges) being assessed to the student's account.

Residents who depart mid semester due to exclusion, transferring, or withdrawal must submit a cancellation form to the Department of Community Living. Once released from their Housing Contract, they must vacate their rooms, check out with a Community Living staff member, and return room keys within 48 hours of withdrawal. Failure to complete these steps will result in forfeiture of the entire semester room rent. Subject to compliance with these steps, room rent will be prorated on a percentage schedule. Residents who have been released from their Housing Contract for the spring semester due to exclusion, transferring, or withdrawal must vacate their rooms, check out with a Community Living staff member, and return room keys within 24 hours after their last final exam. All refunds are contingent upon the following: provisions of the Housing Contract; prior settlement for all assessments of damage charges and fines; and providing in writing, proper and timely notice of reservation or assignment cancellation to the Department of Community Living. All refunds for rent or deposits are made in the form of a credit to the student's account at Mississippi University for Women. **Any student found to be enrolled at the University during an academic term after having withdrawn or cancelling their Housing Contract, will be charged the full room charges (and meal plan charges) of that Housing Contract term.**

5. Assignment Policy

Assignments to residence hall rooms are made based upon the date of receipt for the applicant's completed Housing Contract and space availability within a residence hall. Priorities for hall assignments are determined in the following order of requests by the applicant: roommate, residence hall, and special living options.

The Department of Community Living may place residents in temporary housing assignments. As permanent accommodations become available, temporarily assigned residents will be required to move to permanent accommodations as offered by the Department of Community Living.

The Department of Community Living cannot guarantee a student a particular type of accommodation. Assignments will normally be made on the basis of two students per room in the residence halls. Subject to established priorities and on the basis of available housing space, requests for assignment with a specific roommate will be honored whenever possible. Students are matched with a roommate if they do not designate a roommate to the Department of Community Living by June 1. If a specific roommate is requested, both parties must request each other on the housing application, or contact the Department of Community Living prior to June 1.

Rooms will be occupied only upon assignment by the Department of Community Living and all changes and vacating of rooms must be approved by the department. After arriving on campus and claiming an assigned space, requests for room changes will be accepted 10 working days after the first day of classes. All approved changes to be effective at the beginning of the spring semester must be made before the end of the fall semester. All residents must receive authorization from the Department of Community Living to cease residing in their assigned room or to move from the residence halls. The Department of Community Living reserves the right to levy a service charge for unauthorized moves or failure to follow proper check-in/check-out procedures

If space is available, upper-class students may request a single room accommodation at the prevailing single rate upon approval by the Department of Community Living. **All students who claim their room**

assignment and key for the fall semester will be charged for both fall and spring semester room rent, provided that they are academically enrolled at the University for both fall and spring semester.

Residence halls, unless otherwise specified, are to be occupied by the persons assigned to that room only. If a vacancy occurs in the assigned room, the remaining resident agrees to accept another roommate as assigned, move to another room if requested, or pay additional charges based on lower occupancy of the room at the discretion of the Department of Community Living. If space permits, the Department of Community Living reserves the right to consolidate available spaces or to assign a double room as a deluxe-single at an increased rate. The resident understands that the Department of Community Living makes all assignments without regard to race, color, religion, sexual orientation or national origin and rejects all requests for changes of assignments based on reasons of races, color, national origin, religion, sex, disability, age, medical condition, ancestry, marital status, citizenship, sexual orientation, or status as a Vietnam-era veteran or special disabled veteran. The Department of Community Living reserves the right to modify room assignments and relocate residents at its discretion for disciplinary reasons, health, safety, catastrophe, closing of the facility, roommate conflicts or violation or breach of this Housing Contract and to cancel/terminate this Housing Contract for disciplinary reasons or violation or breach of this Housing Contract. The Department of Community Living further reserves the right to immediately remove any resident or any other person for safety, health or emergency reasons. The Department of Community Living reserves the right to temporarily or permanently reassign a student or to otherwise terminate a Housing Contract for violation(s) of community living standards. Those students applying for Special Interest Housing (i.e. Honors) must also agree to abide by the special rules and requirements of that housing unit.

6. **Over-Assignments**

The Department of Community Living may assign a third occupant to a double room when necessary. As space opens, the third occupant in a double room will be reassigned.

7. **Room Rental Rates and Fees:**

The student understands and agrees that the Housing Contract is for space in the residence halls and not for a specific room or building. Current rental rates are published on the Department of Community Living web page. It is the sole responsibility of the resident to pay all applicable room rates and fees to the Comptroller's Office by the established deadlines.

8. **Room Condition:**

The Department of Community Living agrees to equip resident rooms with appropriate furnishings. Upon termination of this Housing Contract, the student must leave the assigned room, its furnishings, and its equipment in the same condition as it was upon commencement of the student's occupancy, ordinary wear and tear excepted. **The Department of Community Living assumes no liability for loss or damage to a resident's personal property due to fire, flood, theft, or any other causes. The temporary failure or interruption of water, heat, electricity, cable television, internet access, telephone, elevators, and the like shall give residents no claim for damages, cancellation of this Housing Contract, or reduction of rent.** The resident may not install equipment or do repairs to their room without prior permission from the Department of Community Living. The Department of Community Living agrees to provide reasonable amounts of heat, water, and electricity during the Housing Contract period. Interruptions of any one or all of these services including, but not limited to, cable television, internet access, telephone, elevators on a temporary basis for reasons of maintenance, repair, or catastrophe will not be considered a breach of this Housing Contract, and the Department of Community Living assumes no responsibility for damages such as food spoilage. Provision of air conditioning and heat is determined by the guidelines of the Department of Community Living. No resident may employ any person to perform work or service in the room without prior approval of the Department Community Living.

9. **Checkout Procedure:**

Assigned rooms must be vacated, checkout procedures completed, and all keys returned to the Community Living staff member within 24 hours after a resident's last final examination. Students who have a scheduled examination on the last official day of finals must vacate the halls by 10:00 AM the following morning. Failure to checkout properly and/or return all keys will result in disciplinary fines and/or service charges. The student must be present in the room during the room check or they may be charged a service charge. Failure to remove belongings from a room after cancellation will result in a service charge per day for storage of those items up to (10) ten days. After ten days, the items will become the Department of Community Living property. The Department of Community Living reserves the right to dispose of all stored items not properly claimed and all items left in rooms after the halls have officially closed, all of which property shall be deemed abandoned by the resident. If damages are found the room needs to be cleaned, the student(s) will be billed a service charge on his/her account. A student's records will be placed on hold if the service charge is not paid. The Department of Community Living will accept appeals to the charges for six weeks after the service charge is billed. However after that six-week period, no appeals will be accepted. The Department of Community Living does not guarantee that appeals will result in reduction of the service charge. The Department of Community Living may determine whether or not a service charge can be waived. Payments for damages must be made payable to the Department of Community Living.

10. **University's Right to Entry:**

The Department of Community Living reserves the right of authorized personnel to enter a resident's room for inspection and repair, to protect and maintain the property of the Department of Community Living and the health and safety of its students, for disciplinary purposes upon reasonable cause to suspect violations of the Department of Community Living's conduct regulations, to determine occupancy, in an emergency, or whenever necessary to aid in the basic responsibility of the Department of Community Living regarding maintenance of an educational atmosphere. Upon any such entry and discovery of reasonable cause to suspect violations, authorized personnel may then also search and seize items related to illegal activity or violation of the Department of Community Living policies.

11. **Prohibited Items:**

The following items are not permitted to be used or stored in student rooms/apartments or any other area of housing: any internal combustion engine, acids, automobile batteries, gasoline, firearms or other weapons, fireworks, halogen lamps, and water beds or other water-filled furniture. Due to health standards and possible inconvenience to other residents, no birds, pets, or other animals, except for guide dogs and freshwater fish, are to be housed or kept in the residential facilities.

12. **University Liability:**

The Department of Community Living is released from responsibility for the resident's or any other persons' loss of money or valuables, or for the loss of, or damage to, personal property and recommends that the resident contact an insurance carrier concerning the availability of protection against such losses.

13. **Other Residents:**

The Department of Community Living shall in no way be responsible for the non-observance by any other resident of the Housing Contract or Community Living Standards and shall not be liable to any resident or guests and invitees for any damage to persons or property by the act, omission or negligence of any other resident.

14. **Remedies:**

In the event resident breaches the terms of this Housing Contract, the Department of Community Living may, without advance notice, immediately cancel and terminate this Housing Contract and all rights of use and occupancy of resident and is further hereby authorized to enter the room for the purpose of removing the resident, changing the locks, and removing and disposing of all belongings and property of the resident remaining in the room, which property shall automatically be deemed abandoned by resident, with resident releasing the Department of Community Living from any liability for such removal and disposal.

15. No Waiver:

Failure of the Department of Community Living to strictly and promptly exercise any right granted in this Housing Contract shall not operate as a waiver of Department of Community Living's right to subsequently enforce such rights and no indulgence, extension or delay by The Department of Community Living shall be construed as a waiver of any such right.

16. Governing Laws:

This Housing Contract shall be governed by and construed in accordance with the laws of the State of Mississippi.

17. Community Standards:

It is the sole responsibility of the resident to obtain, read, and abide by the Department of Community Living Standards, which is incorporated herein by reference. The Community Living Standards are published in the Student Handbook on the Community Living web site.

18. Contract Changes:

Residents may not make changes to this contract without agreement and written authorization of an appropriate agent of the University.

The Department of Community Living also reserves the right to change any provisions within this Housing Contract. Any changes will be noted on the Community Living website for residents to view.

19. Contract Authority:

If the resident is under the age of 18, his/her parents or legal guardian shall become a party to this Housing Contract and shall sign the Housing Contract as evidence of acceptance of all contractual responsibilities.

20. Administrative Withdrawal from an Assignment

If a resident is removed from student housing due to an administrative withdrawal, the student forfeits all room charges and any rights to any refunds to and from the University for that academic term in which they are enrolled as a student.