

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 and the Housing Application together constitute an offer by the University to contract with the student indicated above for housing facilities. The student may accept this offer to contract by signing and returning the notarized original. The University requires that all students under 18 years of age have this contract co-signed 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. **CONTRACTS CANNOT BE CANCELED AFTER JUNE 30, 2017. ANY STUDENT WHO HAS NOT CANCELED HIS/HER CONTRACT BEFORE JULY 1, 2017, WILL BE RESPONSIBLE FOR ALL HOUSING FEES FOR BOTH SEMESTERS IF ENROLLED IN THE UNIVERSITY.**

II. ENROLLMENT STATUS

Residents must be admitted students or 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 full-time or remain enrolled in at least 1 hour of face to face 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 in Herbert Hall. Students involved in Co-op, internships, practicum, student teaching, study abroad, or international student exchange who are required to live elsewhere in order to complete their academic program, may maintain their priority by notifying the Department of Housing and Residence Life in writing on or by April 1, 2017, for fall semester or November 30, 2017, for spring semester. Priority will be lost if the student fails to register for classes.

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 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 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 receipt of the room key or card access by the student and will terminate at 6:00 PM the day of final commencement as determined by the official MSU University Academic Calendar. The student agrees to vacate the assigned room within 24 hours after his/her last class or examination. All residence halls are closed between academic semesters. Residents needing Break Housing can be accommodated by paying a fee for that period.

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. All 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 Lived On Campus for Spring 2017:** For students who resided on campus in Spring 2017, 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 residence hall system fall and spring semesters and may be canceled by the student if written notification is received by the Department of Housing and Residence Life on or before March 31, 2017. Contracts canceled via written notification between April 1, 2017 and April 30, 2017, will be charged a \$200 penalty. Cancellations received between May 1, 2017 and May 31, 2017, will be charged a \$300 penalty. Cancellations received between June 1, 2017, and June 30, 2017, will be charged a \$400 penalty. **CONTRACTS MAY NOT BE CANCELED AFTER JUNE 30, 2017.**

2. **Contracts Beginning Fall Semester for Students Who Did NOT Live On Campus for Spring 2017:** For students who did not reside on campus in Spring 2017, 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 residence hall system fall and spring semesters and may be canceled by the student if written notification is received by the Department of Housing and Residence Life on or before April 30, 2017. Contracts canceled via written notification between May 1, 2017 and May 31, 2017, will be charged a \$200 penalty. Cancellations received between June 1, 2017 and June 30, 2017, will be charged a \$400 penalty. **CONTRACTS MAY NOT BE CANCELED ON OR AFTER JULY 1, 2017.**

3. **Contracts Beginning Spring Semester for Students Who Did NOT Live on Campus for Fall 2017:** For students who did not reside on campus in Fall 2017, 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 spring semester and may be canceled if written notification is received on or before November 30, 2017. Contracts canceled via written notification between December 1, 2017, and December 17, 2017, will be charged a \$200 penalty. After December 17, 2017, but prior to halls opening, the contract may be canceled by written notification and will be charged a \$400 penalty. **CONTRACTS MAY NOT BE CANCELED ON OR AFTER THE DATE RESIDENCE HALLS OPEN FOR SPRING SEMESTER.**

4. **Cancellation of contracts for the Spring Semester for Students Who Lived on Campus for Fall 2017:** For students who resided on campus in Fall 2017, 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 its contract for one of the reasons stated in Section VII. A. 5, 6, 7, or 8, below, the student may cancel its contract for the Spring Semester by written notification is received on or before November 30, 2017. Contracts canceled via written notification between December 1, 2017, and December 17, 2017, may be charged a \$200 penalty. After December 17, 2017, but prior to halls opening, the contract may be canceled by written notification and may be charged a \$400 penalty. **CONTRACTS MAY NOT BE CANCELED ON OR AFTER THE DATE RESIDENCE HALLS OPEN FOR SPRING SEMESTER.**

5. **Withdrawal from the University:** A contract, which has been signed and returned by the student and accepted by the University, will be canceled 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 refund of the room rent is prorated based upon the date the room is vacated and the amount will be based on the University refund schedule as established by the Controller's Office. 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. The student must vacate the residence hall within 48 hours of official withdrawal from the University.

6. **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 his/her academic program (Co-op, Student Teaching, etc.). However, failure to notify the Department of Housing and Residence Life on or before March 31, 2017, for fall semester or November 30, 2017, 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.

7. **Graduation:** A contract will be canceled 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 March 31, 2017 for fall semester, and November 30, 2017, 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 canceled upon the completion of graduation requirements by the student if the student continues enrollment at Mississippi State University following graduation.

8. **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 notify the Department of Housing and Residence Life on or before March 31, 2017 for fall semester, or November 30, 2017, for spring semester, may result in a cancellation penalty in accordance with Sections VII. A. 2-4., as applicable, above.

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. All 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 2 days 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. 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, unusual and unforeseeable personal circumstances such as a severe medical condition or extreme financial hardship may find themselves in need of an alternative housing. Under such circumstances, a student may submit an appeal of his/her Housing Contract. The process begins in the Housing Office by completing the appropriate appeal form. Any student under the age of eighteen must have their appeal form signed by a parent or legal guardian. Payment of a non-refundable \$50 contract appeal fee may be required. An appointment will then be scheduled with the Housing Appeal Review Board. Any release granted by the Review Board will be subject to a \$400 cancellation penalty. Any refunds of fees will be based on the University refund schedule as established by the Controller's Office. 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. Appeals of the contract will be accepted each semester until the refund rate, per the University refund schedule, goes to \$0. This is approximately the third week of September for Fall and the second week of February for Spring.

VIII. CANCELLATION PENALTIES

A. A cancellation penalty will apply if the contract is canceled after the due dates listed under CANCELLATION OR SUSPENSION OF THE CONTRACT, Section VII.

B. A cancellation penalty will apply for a student who has signed a contract and who fails to register for class or who has not advised the Department of Housing and Residence Life in accordance with CANCELLATION OR SUSPENSION OF THE CONTRACT, Section VII.

C. After receiving a key or card access to a room, a cancellation penalty of \$400 may apply to the student who withdraws from the University or who is released from the contract.

D. 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, Section VII.

IX. 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 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:** All University housing rooms are to be occupied by two students 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, to accept another roommate, or declare the room as a single-occupancy room and agrees to pay the single room fee. When this policy affects the student's room, the student will be sent a letter 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. All increases in occupancy will conform with 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. Housing fees are charged through the Account Services Office in Garner Hall. Students must pay on 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 will be held through residence hall opening, but accommodations will not be 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 prorated basis for the remainder of the term. All housing assignment changes must be approved by the 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. Also, when it is determined that a student is not residing in an assigned space, the University reserves the right to relocate the student from one space to another. The student will be notified in writing of his/her obligation to the housing contract and will be advised that a space will be reserved should the resident decide to return to on-campus housing.

G. **Keys and Access Cards:** The student agrees not to loan/duplicate keys and/or access cards. All 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 all personal belongings, cleaning the room, returning the key(s), and meeting with a resident adviser. 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 for each hour or portion thereof from that announced time until a proper check-out is completed. 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.

X. 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/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 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 therefrom. 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.

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