

TERMS AND CONDITIONS OF THE STUDENT HOUSING CONTRACT

The following Terms and Conditions are included as a part of the Contract between Missouri State and the residents of Missouri State student housing.

1. TERM: This Contract is for the entire academic year (Fall and Spring semesters) or the remaining portion of the academic year at the time of the initial occupancy. Housing may be refused to Student at any time before or during the contract period based on previous and current conduct; if Student poses a safety risk to themselves or other residents; if Student has a detrimental effect on the community environment; if Student has outstanding debts to Missouri State; if Student is not enrolled in at least six (6) credit hours at any time during the contract period; or if Student is under the age of 17 at time of occupancy.

Blair-Shannon House, Freudenberger House, Kentwood Hall, Wells House, and Woods House are closed during winter break and spring vacation. Hammons House, Hutchens House, Scholars House and Sunvilla Tower are open during all vacation periods. Fall semester residents of Hammons House, Hutchens House, Scholars House, and Sunvilla Tower who wish to reside on campus during the winter break must be enrolled for spring semester courses.

Amounts required by this Contract include the Residence Hall Association activity fee of Ten Dollars (\$10) per semester.

Student may move into the assigned room or apartment beginning Friday, August 21, 2009, for the fall semester, and Saturday, January 9, 2010, for the spring semester. Student must vacate his/her room or apartment either within 24 hours after his/her last examination for that semester or within 12 hours after the last final is given during that semester, whichever is earlier. An exception regarding the vacating of rooms and apartments shall be in effect for graduating seniors who may remain as occupants until 8:00 a.m. of the day following commencement. For each day Student withholds possession of room or apartment after stated vacation policy has expired or termination of Contract, Student shall pay to Missouri State, as liquidated damages, the daily rate for that room.

2. DEPOSIT: A security deposit of One-Hundred Dollars (\$100.00) is required upon execution of this Contract. The security deposit of returning student housing residents will transfer to this Contract if already received. The deposit will be returned upon completion of this Contract, if all outstanding obligations owed Missouri State are paid, there are no damages to the premises or furnishings provided to Student, and the proper check-out procedures are followed. Student agrees that the deposit is not a trust fund and may be commingled with Missouri State's funds, and that Missouri State is not required to pay interest thereon. Student agrees to arrange with a representative of Missouri State for a reasonable time for inspection of the premises at or near termination of the Contract, to determine the amount of security deposit to be withheld, if any, because of damage to the premises and furnishings. Student understands and agrees that "damage" includes missing furnishings and any unusual or abnormal wear and tear, including uncleanliness, and that cleaning fees may be charged, if necessary, as a part of damages. Student agrees that the deposit may be applied toward any default in payment of amounts required by this Contract or breach of this Contract (**see section 11**) by Student, and Student will additionally remain responsible for payment of all damage to premises and furnishings.

3. COSTS AND PAYMENTS: Missouri State, by formal action of the Board of Governors, shall set the fees for room and board, and Missouri State shall thereafter notify Student of the fees for the accommodations assigned. Amounts required by this Contract will be reflected on Student's university account. Payments are to be sent to the Bursar's Office and are due August 15 for the fall semester and January 15 for the spring semester. Payments must be received no later than the 15th of the month in which they are due or a finance charge will be assessed by applying a monthly periodic rate of 1% (annual percentage rate of 12.68%) to the remaining balance. If the amounts required by this Contract are not paid in full by the due date, the remaining balance is due on the 15th day of the following month with the option of paying a minimum payment. The number of scheduled payments, the total amount due, and the minimum monthly payment will vary depending upon the residence hall in which Student is residing.

If Student shall fail to make payment according to the schedule set forth herein, Missouri State may withhold grade reports and all other records or information requested by Student or third parties, as well as prevent Student from registering for future semesters. If Student has already registered for the subsequent semester, his/her registration will be canceled. Failure to pay may result in Student being reported to a credit service. Student must pay the balance of the account in full upon request if the monthly payments become past due. Student agrees to pay costs of collecting the account including reasonable attorney's fees and court costs. Student further agrees that the venue for any action to collect the account will be in the Circuit Court of Greene County, Missouri.

STUDENT BILLING RIGHTS: Student should keep this notice for future use. If Student believes there is an error in his/her billing, or if Student needs more information regarding a transaction on his/her bill, write Missouri State at the address listed on the bill as soon as possible. Missouri State must hear from Student no later than 60 days after receiving the first bill on which the error or problem appeared. Student can telephone, but doing so will not preserve Student's rights. In the letter, Student should provide the following information: Student name and account number; the dollar amount of the expected error; description of the error and explain, if possible, how this error occurred. If Student needs more information, he/she should describe the item he/she is not sure about. Student does not have to pay any questioned amount while Missouri State investigates,

but Student is still obligated to pay the parts of his/her bill that are not in question. While Missouri State investigates the question, Student cannot be reported as delinquent and no action will be taken to collect the amount in question.

4. BOARD: Meal plans begin with breakfast on the Friday before the fall semester begins, and with brunch on the Sunday before the spring semester begins. Food service is closed Thanksgiving, spring vacation, and between semesters. Unused BearFare Meals will be carried over from fall semester to spring semester if enrolled for spring, but will be canceled without reimbursement if not used by end of spring semester. Any refund permitted under current University policy will be calculated at the lowest price per BearFare Meal regardless of purchase price.

5. ASSIGNMENTS: Student understands this agreement is for any Missouri State student housing accommodations and not a specific residence hall, room or apartment and the University has the right to alter room and residence hall assignments at any time. In case of a vacancy to Student's assigned room or apartment, Student understands that he/she may be required to move to another room or apartment, or a new roommate may be assigned to the vacancy in the room or apartment. Student agrees to accept any and all roommates assigned to his/her room or apartment. If assigned to an overflow/temporary room or apartment, Student's account will be credited 20% of daily room rate per billable day for the length of stay in said accommodations.

6. STUDENT CONDUCT: Student agrees to abide by the laws of the State of Missouri; the ordinances of the City of Springfield; the Rules, Policies and the Disciplinary Code of Missouri State. Student is responsible for the policies and procedures as set forth in the *Guide to Residence Hall Living*, including check-in and check-out procedures and policies. Missouri State shall have the right from time to time to change and to establish such additional rules, regulations, policies, codes, or procedures as may be required in the discretion of Missouri State for proper and orderly care, operation and maintenance of the premises. Failure of Student, or his agents, to comply with and observe any such rules, regulations, policies, codes, or procedures shall constitute a breach of this Contract. For the health and safety of all students, laws and rules prohibit the possession or use of alcoholic beverages, drugs, and any item that may be construed as a weapon in student housing.

7. MAINTENANCE: Student agrees that he/she is liable for full payment for any loss or damage to the room or apartment, furnishings, or public use areas provided him/her by Missouri State. Student also may be charged on a prorated basis for public area damages where responsible parties cannot be identified. Student may not remove University property from rooms or apartments, lounges, hallways, etc. Student agrees to assume and bear the risk of loss with regard to all personal property kept or maintained in the residence halls. Missouri State does not carry property insurance covering any such loss and assumes no responsibility for the payment of any such loss. All students are encouraged to keep their rooms and/or apartments locked and their valuables secured at all times. Student is responsible for all his/her activities and his/her visitors' activities taking place on the premises. Student shall take good care of the premises and the appurtenances, equipment and fixtures therein, and shall keep them in good order and sanitary condition, and shall return the same at the end or other termination of this Contract in as good condition as when received, ordinary wear and damage or destruction not caused by negligent or willful acts or omissions of Student excepted. Student shall use, operate and maintain the equipment furnished by Missouri State in accordance with the directions of the manufacturer and such additional instructions as may be given. Missouri State shall maintain and keep in good condition the roof, walls, structural parts, main hallways, elevators and all other commonly used parts and portions of the building, but Missouri State shall not be liable for failure to make any such repairs, including computers and other similar technology.

8. RIGHT TO ENTER, INSPECT AND REPAIR: Missouri State employees shall have the right to enter and inspect the premises during reasonable hours, and upon reasonable notice to make such repairs, alterations and improvements to the premises and building as Missouri State may deem necessary. Any repairs, alterations and improvements undertaken by Missouri State shall be executed with reasonable diligence and all portions of the premises and building affected thereby shall be restored to as good condition as before the work. Missouri State shall not be liable for inconvenience caused to Student by any such work, nor shall any entry or activity incident thereto have any effect upon this Contract or upon the obligations of Student thereunder. If entry to the premises shall be necessary on account of any emergency permissible under the terms of this Contract and Student shall not be present to open the premises, Missouri State employees may enter by use of a master key or may forcibly enter, and Missouri State shall incur no liability therefore provided reasonable care is given to Student's property, and such entry shall have no effect on this Contract. Missouri State officials may enter a room or apartment to investigate a potential violation of rules or regulations, when reasonably necessary in accordance with Missouri State policies.

9. LIMITATION OF LIABILITY: Consideration being provided in permitting Student to enter into this Housing Contract, Student hereby agrees to hold harmless and release, waive, discharge, and covenant not to sue Missouri State for any and all claims for liability on account of death or injury to person or property of Student of any kind or nature whatsoever arising out of or in any way connected with Student's use, occupation, or other activity resulting from Student entering into this Contract, even though the claim or liability may arise out of the negligence or carelessness on the part of Missouri State,

or any third person, whether foreseen or unforeseen, known or unknown. This waiver includes any claim for injury or damage caused by weather, accumulation of snow or ice, breakage, stoppage, releases of utilities, fixtures or equipment. This specifically includes use by Student of all fitness equipment and the swimming pool at Sunvilla Tower which is provided for residents of this facility only, no guests allowed. Missouri State shall not be responsible for any failure to provide housing or food service in the event conditions exist not wholly within its control (i.e., as a result of Force Majeure, fire, strikes, lock-outs, and riots), and in such event Missouri State shall not be obligated to refund any amount already paid pursuant to this Contract.

10. DESTRUCTION OF PREMISES: If the assigned room or apartment is destroyed by casualty so that it may not be repaired within thirty (30) days, Missouri State reserves the right to cancel this Contract by notice to Student. In the event a room or apartment becomes uninhabitable for periods of less than thirty (30) days, Missouri State may either cancel this Contract by providing notice, or at its option, may elect to provide prorated credit to Student for charges incurred by Student pursuant to this agreement. In no event will Missouri State's liability for uninhabitability or destruction of premises exceed the amount set forth in this paragraph. If Missouri State cancels this Contract pursuant to this paragraph, Student will receive a prorata refund on amounts prepaid by Student.

11. DEFAULT: Student agrees that living in the residence hall is a privilege, not a right, and Missouri State reserves the right to revoke the privilege for Student's failure to comply with the terms of this Contract, or to remain a student in good standing. If Student shall vacate or abandon the premises, or if proceedings under any bankruptcy act shall be instituted by or against Student, or if default be made in the payments, or for any breach of any covenant or agreement herein contained, Missouri State shall have the right to enter and take possession of the premises, and Student agrees to deliver same without process of law; and this Contract at the option of Missouri State shall terminate, but the obligation of Student to pay amounts required by this Contract shall remain in full force and effect and Student shall be liable for any loss or damage to Missouri State by reason of Student's failure to comply with the terms hereof. Student agrees as part of this Contract to be responsible for all costs and expenses incurred by Missouri State in enforcing this agreement, including a reasonable attorney's fee. This agreement and all rights of the parties thereunder shall be governed by the laws of the State of Missouri. All amounts due under this Contract, including any damages for its breach, shall be paid in Greene County, Missouri. Any action to enforce the obligations contained within this agreement may be brought in Greene County, Missouri, Circuit Court. Except, where Student shall vacate or abandon the premises or lose possession as a result of breach of any covenant or agreement herein contained, Missouri State may or may not, in its sole discretion, elect to accept as liquidated damages, the parties agreeing that in some circumstances actual damages are difficult, if not impossible, to ascertain, the following amounts: **For returning residence hall students**, if written cancellation (sent directly to the Department) is received and accepted by the Department of Residence Life and Services by 5:00 p.m. June 1, 2009, no fees will be assessed. From June 2, 2009, and throughout the academic year, a One-Hundred Dollar (\$100.00) fee will be assessed. **For new residence hall students**, if written cancellation (sent directly to the Department) is received and accepted by the Department of Residence Life and Services by 5:00 p.m. July 1, 2009 (December 1, 2009, for Spring-Only Contracts), no fees will be assessed. From July 2, 2009 (December 2, 2009, for Spring-Only Contracts), and throughout the academic year, a One-Hundred Dollar (\$100.00) fee will be assessed. If the above-referenced deadlines should fall upon a Saturday or a Sunday, the following Monday will be used.

In addition, if Student is given permission by the Department of Residence Life and Services to break his/her Contract and properly check out of the residence hall, on or before the first two days of classes in the semester, 0% of the entire semester room fee and all meal charges to date of check-out will be assessed; class days 3 through 10 of the semester, 10% of the entire semester room fee and all meal charges to date of check-out will be assessed; class days 11 through 20 of the semester, 50% of the entire semester room fee and all meal charges to date of check-out will be assessed; class days 21 through 40 of the semester, 75% of the entire semester room fee and all meal charges to date of check-out will be assessed; after the 40th class day, 100% of the entire semester room fee and meal charges will be assessed.

Also, if Student is given permission by the Department of Residence Life and Services to break his/her Contract after the 40th class day of the fall semester and throughout the remainder of the contract period, an additional Two-Hundred-Fifty Dollars (\$250) will be assessed. The parties acknowledge and agree that the above-stated liquidated damage amounts may be in addition to any application of security deposit as authorized by this Contract and by law, plus attorney's fees, expenses, and costs. If liquidated damages are accepted under certain mutually agreed upon conditions, any deviation from said conditions will be cause for this Contract to be retroactively reinstated and all costs associated with the reinstatement will be billed to Student accordingly.

If Student has reserved space in a residence hall and fails to move in or give written notice of cancellation by 5:00 p.m. August 20, 2009, the day before student housing opens, or 5:00 p.m. January 8, 2010, if Student signed a

Spring-Only Contract, the same option will be available to Missouri State, in its sole discretion, to accept or not accept liquidated damages in the amounts stated above.

12. MENINGITIS INFORMATION: In accordance with Missouri Law (RSMo 174.335), before moving into a Missouri State residence hall, a student (or parent, if the student is under 18 years of age) is required to sign a waiver acknowledging they have either:

1. elected to receive the meningococcal vaccine and, therefore, will present a vaccination record to the Missouri State Department of Residence Life and Services (attach record to this contract or provide before moving into the residence halls),
—or—
2. received detailed written information regarding the risks associated with meningococcal disease and the availability and effectiveness of the meningococcal vaccine.

Meningococcal disease is a potentially life-threatening bacterial infection. Meningococcal bacteria are airborne via droplets of respiratory secretions and direct contact with infected persons. Oral contact with shared items such as cigarettes or drinking glasses or through intimate contact such as kissing could put a person at risk for the disease. People who have been in close contact with a patient with meningococcal disease should receive antibiotics to prevent the disease. Certain social behaviors such as exposure to smoking, bar patronage, and excessive alcohol consumption may increase students' risk for contracting the disease. Students residing on campus appear to be at higher risk than college students overall, particularly freshmen living on campus, who have a six-times higher risk.

Meningococcal disease usually peaks in late winter and early spring and can easily be misdiagnosed as something less serious because symptoms are similar to the flu. The most common symptoms include high fever, headaches, neck stiffness, confusion, nausea, vomiting, lethargy, and/or rashes. Anyone with similar symptoms should contact a physician immediately. If not treated, often within hours of the onset of symptoms, the disease can progress rapidly and can result in permanent physical or mental disability, or, in approximately 10-15% of cases, death.

Based on the possibility of increased risk for this disease among segments of the college populations, the American College Health Association (ACHA) in 1997 recommended that students consider vaccination to reduce their risk for potentially fatal meningococcal disease. A vaccine can be obtained through the Missouri State Health Center.

Additional information is available at
http://www.acha.org/projects_programs/meningitis/index.cfm

13. OTHER TERMS AND REQUIREMENTS:

- a) Student shall not assign this Contract or any interest thereunder, or allow anyone to come in through, with or under Student, without advance written consent of Missouri State in each and every such instance.
- b) For violation of Missouri State student housing policies and regulations, Student understands that the authorities of Missouri State may terminate Student's residence in student housing and, if appropriate, bring charges against Student which, if proved, may result in sanctions as provided for in the Judicial System of Missouri State University.
- c) Missouri State may increase the fee for room and board, by formal action of the Board of Governors.
- d) The term "Missouri State" as utilized in this agreement shall be understood to refer to the Board of Governors of Missouri State University and its authorized officers and employees.
- e) Missouri State will not discriminate on the basis of race, color, religion, sex, national origin, ancestry, age, disability or veteran status in the implementation of this Contract.
- f) Student hereby consents that permanent address and phone number may be disclosed to all assigned roommates and suitemates unless a written request not to disclose said information is received by the University.