

# TERMS AND CONDITIONS OF THE 2023 SUMMER GUEST HOUSING CONTRACT

The following Terms and Conditions are included as a part of the Housing Contract (Contract) between Missouri State University and the residents of Missouri State University Guest housing.

**1. DEFINITIONS:** In the Contract, the following definitions apply:

**Academic Term** means the Summer academic semester and Intersession periods.

**Residence Hall** means any of the following: Blair-Shannon House, Freudenberger House, Hammons House, Heitz House, Hutchens House, Kentwood Hall, Scholars House, Wells House, or Woods House. Only one building will be designated for Summer housing, which will be determined by Missouri State.

**University Apartment** means any of the following: Monroe Apartments, or Sunvilla Tower.

**University Housing** means both Residence Halls and University Apartments.

**Guest** means the individual, admitted to Missouri State University, who will be occupying University Housing and is entering into the Contract.

**Missouri State** means the Board of Governors of Missouri State University and its authorized officers and employees.

**2. TERM:** Unless terminated earlier pursuant to the Contract, the Contract is for the entire Academic Term for University Housing (as defined herein), or the remaining portion of the Academic Term based on the date of the Guest's initial occupancy ("Contract Term"). Guest may move into the assigned room beginning June 11, 2023. First intersession housing begins May 22, 2023 and ends June 11, 2023. Second intersession housing begins August 7, 2023 and ends August 18, 2023. Guest must vacate the assigned room or apartment either within 24 hours after the Guest's last examination for the academic term or within 12 hours after the last final is given during the academic term, whichever is earlier; all Guests vacate by 10:00 am on August 5, 2023. If Guest is not enrolled in at least one (1) credit hour following the University's last day to drop classes, Guest will be assessed room fees and meal plan charges for the remainder of the academic term. Guests in University Apartments are not required to be enrolled during the academic term.

**3. ELIGIBILITY:** Missouri State University admission and enrollment do not guarantee occupancy for on-campus University Housing. A Guest must be at least seventeen (17) years of age at the time of commencement of University Housing occupancy. Exceptions to the minimum age requirement will be processed through the Department of Residence Life, Housing and Dining Services for review by the Dean of Guest's office. The Contract may be terminated at any time before or during the Contract Term: i) based on Guest behavior while a resident of University Housing; ii) if Guest poses a safety risk to other residents; iii) if the Guest has a detrimental effect on the community environment, or a prior history of detrimental effect as a University Housing resident; iv) if Guest has outstanding debts to Missouri State; or v) if the Guest is not enrolled in at least one (1) credit hours at any time during the Contract Term.

**4. UNIVERSITY HOLIDAY OCCUPANCY PERIODS:** University Housing is open during all vacation periods during the Academic Term. Guests who wish to reside on campus during any intersession period must be enrolled for spring, summer, and fall semester courses and coordinate with the Department of Residence Life, Housing and Dining Services. Guests residing in housing during spring or fall intersession will likely need to move during that time to accommodate summer and fall preparation.

**5. DEPOSIT:** A security deposit of One-Hundred Dollars (\$100.00) is required upon execution of the Contract. The security deposit of returning Guest housing residents will transfer to the Contract if already received. The deposit will be returned upon completion of the Contract, if all outstanding obligations owed Missouri State are paid, there are no damages to the premises or furnishings provided to Guest, and the proper check-out procedures are followed. Guest 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. Guest 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. Guest 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. Guest agrees that the deposit may be applied toward any default in payment of amounts required by the Contract or breach of the Contract by Guest, and Guest will additionally remain responsible for payment of all damage to premises and furnishings.

**6. 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 Guest of the fees for the accommodations assigned (accommodations vary in size, layout, and amenities). Amounts required by the Contract will be reflected on Guest's university account. Payments are to be sent to the Bursar's Office or paid online at My.MissouriState.edu according to the payment timelines determined by Missouri State University. Payments received after the above due date will be assessed a finance charge at a monthly periodic rate of 1% (annual percentage rate of 12.68%) to the remaining balance. The number of scheduled payments, the total amount due, and the minimum monthly payment will vary depending upon the building and room type in which Guest is residing and the *My Payment Plan* for which the Guest selected. Fees for room and board are subject to change by formal action of the Board of Governors.

If Guest 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 Guest or third parties, as well as prevent Guest from registering for future semesters. If Guest has already registered for the subsequent semester, registration will be canceled. Failure to pay may result in Guest being reported to a credit service. Guest must pay the balance of the account in full upon request if the monthly payments become past due. Guest agrees to pay costs of collecting the account including reasonable attorney's fees and court costs. Guest further agrees that the venue for any action to collect the account will be in the Circuit Court of Greene County, Missouri.

**7. GUEST BILLING RIGHTS:** If Guest believes there is an error in billing, or if Guest needs more information regarding a transaction on the bill, write Missouri State at the address listed on the bill as soon as possible. Missouri State must hear from Guest no later than sixty (60) days after receiving the first bill on which the error or problem appeared. Guest may telephone, but doing so will not preserve Guest's rights. In the letter, Guest should provide the following information: Guest name and account number; the dollar amount of the expected error; description of the error and explain, if possible, how this error occurred. If Guest needs more information, the Guest should describe the item the Guest is not sure about. Guest does not have to pay any questioned amount while Missouri State investigates, but Guest is still obligated to pay the parts of the bill that are not in question. While Missouri State investigates the question, Guest cannot be reported as delinquent and no action will be taken to collect the amount in question.

**8. BOARD:** Meal plans are required for residence in all Residence Halls. If you purchase a meal plan it will begin with breakfast on the first day of summer classes. Food service is closed for Juneteenth, Independence Day, and as determined by Dining Services. Unused Dining Dollars will be carried over from the summer academic term to the fall but will be canceled without reimbursement if not used by end of the following spring semester. Refunds are only issued for Guests leaving the University completely or purchasing a different plan. If the Guest is leaving the University completely, the unused

remaining balance will be refunded to the Guest's general account with the University. This portion of the refund may be used to pay off other existing bills with the University. If the Guest is planning to purchase another plan, the amount used by the Guest is owed to the University and the amount of the new plan is owed to the University. *Example: Guest has a \$182/\$200 Dining Dollars Plan, and has used \$20. The amount refunded for the \$182 plan is \$162 (\$182- \$20 usage).*

**9. UNIVERSITY HOUSING ASSIGNMENTS:** Guest understands the Contract is for any Missouri State Guest housing accommodations and not a specific Residence Hall room or University Apartment. The University has the right to alter room assignments at any time. Guest understands that the Guest may be required to move to another University Housing room or apartment, or that a new roommate may be assigned due to Guest housing vacancies. In case of vacancy, Guest will occupy only half of the assigned room or apartment; and if Guest occupies the entire premises, Guest agrees to pay the single University Housing room/ apartment rate. Guest agrees to accept any and all roommates assigned to the University Housing room or apartment. If assigned to an expanded housing/temporary room or apartment, Guest's account will be credited twenty percent (20%) of daily room rate per billable day for the length of stay in said accommodations.

**10. GUEST BEHAVIOR IN UNIVERSITY HOUSING:** Guest agrees to abide by the laws of the State of Missouri; the ordinances of the City of Springfield; and the policies of Missouri State University including, but not limited to Missouri State University Code of Guest Rights and Responsibilities. Additionally, the Guest is responsible for the policies and procedures set forth in the *Guide to Residence Hall Living* and complying with the directives of University Housing staff. Such policies and procedures are subject to change by Missouri State at the discretion of Missouri State University. Failure of Guest to comply with and observe any such rules, regulations, policies, codes, or procedures could jeopardize Guest's eligibility for Guest housing, terminate the Contract, or subject Guest to Guest Conduct charges and consequences. Missouri State University's policies affecting Guest behavior and/or University Housing are subject to changes and additions at the discretion of Missouri State University. All changes to Missouri State University policy relating to the Contract and/or a Guest's residency in University Housing is effective and binding on the Guest as of the effective date of the policy change.

**11. LIMITED PROHIBITION OF ALCOHOL:** For the health and safety of all Guests and residence in University Housing, possession or use of alcoholic beverages are limited. Possession or use of alcoholic beverages are prohibited in all Residence Halls, except for Kentwood Hall. While alcohol possession and use is permitted in University Apartments, Guest residences are still responsible for compliance with the Code of Guest Rights and Responsibilities as well as other laws and rules regarding the possession or use of alcoholic beverages.

**12. MAINTENANCE:** Guest agrees that the Guest is liable for full payment for any loss or damage to University Housing room or apartment including but not limited to, furnishings, public use areas, or any other materials provided to the Guest by Missouri State. Guest may also be charged a prorated portion of damages to University Housing public areas where responsible parties cannot be identified. Guest may not remove University property from University Housing including, but not limited to, rooms, apartments, lounges, hallways, public areas, etc. Guest agrees to assume and bear the risk of loss with regard to all personal property kept or maintained in University Housing. Missouri State does not carry property insurance covering any such loss and assumes no responsibility for the payment of any such loss. All Guests are encouraged to keep their rooms/apartments locked and their valuables secured at all times. Guest is responsible for all activities and visitors' activities taking place in University Housing. Guest shall take reasonable care of the Guest's premises and the appurtenances, equipment and fixtures therein. The Guest shall keep the room or apartment in good order and sanitary condition, and shall return the same at the expiration or other termination of the Contract in as good condition as when received, ordinary wear and damage or destruction not caused by negligent or willful acts or omissions of Guest excepted. Guest shall use, operate and maintain the equipment furnished by Missouri State in accordance with the directions of the manufacturer and such additional instructions provided to the Guest.

**13. RIGHT TO ENTER, INSPECT, REPAIR, AND MAINTAIN:** As Missouri State may deem reasonable, appropriate, or necessary, Missouri State employees, or designated agents shall have the right to enter and inspect the premises during reasonable hours, and upon reasonable notice to (1) maintain the building; (2) make such repairs, alterations and improvements to the premises and building; and (3) take all actions necessary (including moving and/or disposing of Guest's personal effects) to prepare the premises and building for a new roommate or for occupancy by others. Any such actions 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 Guest by any such work, nor shall any entry or activity incident thereto have any effect upon the Contract or upon the obligations of Guest thereunder. If entry to the premises shall be necessary on account of any emergency permissible under the terms of the Contract and Guest 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 Guest's property, and such entry shall have no effect on the 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.

**14. LIMITATION OF LIABILITY:** Consideration being provided in permitting Guest to enter into the Contract, Guest 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 Guest of any kind or nature whatsoever arising out of or in any way connected with Guest's use, occupation, or other activity resulting from Guest entering into the 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, failure of University provided technology services, releases of utilities, fixtures or equipment. This specifically includes use by Guest of all fitness equipment. 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 including, but not limited to, fire, strikes, lock-outs, riots, weather, or other Acts of God (Force Majeure). In such event Missouri State shall not be obligated to refund any amount already paid pursuant to the Contract.

**15. 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 the Contract by notice to Guest. In the event a room or apartment becomes uninhabitable for periods of less than thirty (30) days, Missouri State may either cancel the Contract by providing notice, or at its option, may elect to provide prorated credit to Guest for charges incurred by Guest pursuant to the Contract. 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 the Contract pursuant to this paragraph, Guest will receive a *pro rata* refund on amounts prepaid by Guest.

**16. DEFAULT:** Missouri State reserves the right to revoke the privilege for Guest's failure to comply with the terms of the Contract, or to remain a Guest in good standing. If Guest shall vacate or abandon the premises, or if proceedings under any bankruptcy act shall be instituted by or against Guest, 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 Guest agrees to deliver same without process of law; and the Contract at the option of Missouri State shall terminate, but the obligation of Guest to pay amounts required by the Contract shall remain in full force and effect and Guest shall be liable for any loss or damage to Missouri State by reason of Guest's failure to comply with the terms hereof. Guest agrees as part of the Contract to be responsible for all costs and expenses incurred by Missouri State in enforcing the Contract, including a reasonable attorney's fee. The Contract and all rights of the parties thereunder shall be governed by the laws of the State of Missouri. All amounts due under the Contract, including any damages for its breach, must be paid in Greene County, Missouri. Any action to enforce the obligations contained within the Contract may be brought in Greene County, Missouri, Circuit Court. Except,

where Guest 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: If written cancellation (sent directly to the Department) is received and accepted by the Department of Residence Life, Housing and Dining Services by 11:59 p.m. May 1, 2023, no fees will be assessed. From May 2, 2022, and throughout the academic Terms, 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 Guest is given permission by the Department of Residence Life, Housing and Dining Services to break the Contract and properly check out of University Housing, on or before the first day of classes of the summer session contracted for, 0% of the entire session housing fee will be assessed; class days 2 through 4 of the 8-week session and class day 2 of the intersession, 5- and both 4-week sessions, 10% of the entire session housing fee will be assessed; class days 5 through 8 of the 8-week session and class days 3 through 5 of the 5-week session and class days 3 through 4 of intersession and both 4-week sessions, 50% of the entire session housing fee will be assessed; class days 9 through 16 of the 8-week session and class days 6 through 9 of the 5-week session and class days 5 through 8 of intersession and both 4-week sessions, 75% of the entire session housing fee will be assessed; after the 16th class day of the 8-week session and after the 9th class day of the 5-week session and after the 8th class day of intersession and both 4-week sessions, 100% of the entire session housing fee and meal charges will be assessed.

Also, if Guest is given permission by the Department of Residence Life, Housing and Dining Services to break the Contract at any time after the Guest has either arrived to campus or on or after the first day of the Contract, whichever is first, an additional Five-Hundred Dollars (\$500) will be assessed for residence hall Guests.

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 the 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 the Contract to be retroactively reinstated and all costs associated with the reinstatement will be billed to Guest accordingly.

If Guest has reserved space in University Housing and fails to move in or give written notice of cancellation by 11:59 p.m. on, the day before Guest housing opens for the first intersession or summer term (June 11, 2023) which a Guest is assigned, 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.

**17. ASSIGNMENT:** Guest shall not assign the Contract or any interest thereunder, or allow anyone to come in through, with or under Guest, without advance written consent of Missouri State in each and every such instance.

**18. MENINGITIS REQUIREMENT:** In accordance with Missouri Law (RSMo 174.335), every public institution of higher education in Missouri must require all Guests who reside in on-campus housing to have received the CDC Advisory Committee's recommended meningococcal vaccine within five (5) years of enrollment unless a signed statement of medical or religious exemption is on file with the institution's administration. Before a Guest will be issued keys to University Housing the Guest must satisfy this requirement or present an approved exemption.

**19. DISTRIBUTION OF GUEST CONTACT INFORMATION:** By submitting the Contract, Guest hereby consents that Missouri State is authorized to reasonably disclose the Guest's permanent address and phone number (Guest Contact Information) to all assigned roommates, suitemates, and apartmentmates according to the Guest Housing Application.

**20. MISSOURI STATE UNIVERSITY NON-DISCRIMINATION POLICY STATEMENT:** Missouri State University is a community of people with respect for diversity. Missouri State emphasizes the dignity and equality common to all persons and adheres to a strict non-discrimination policy regarding the treatment of individual faculty, staff, and Guests. In accord with federal law and applicable Missouri statutes, Missouri State does not discriminate on the basis of race, color, national origin (including ancestry, or any other subcategory of national origin recognized by applicable law), religion, sex (including marital status, family status, pregnancy, sexual orientation, gender identity, gender expression, or any other subcategory of sex recognized by applicable law), age, disability, veteran status, genetic information, or any other basis protected by applicable law in employment or in any program or activity offered or sponsored by the University. Sex discrimination encompasses sexual harassment, which includes sexual violence, and is strictly prohibited by Title IX of the Education Amendments of 1972. This policy shall not be interpreted in a manner as to violate the legal rights of religious organizations or of military organizations associated with the Armed Forces of the United States of America.

Missouri State maintains a grievance procedure incorporating due process available to any person who believes he or she has been discriminated against. Missouri State is an Equal Opportunity/Affirmative Action/Minority/Female/Veterans/Disability/Sexual Orientation/Gender Identity employer. Inquiries concerning the complaint/grievance procedure related to sex discrimination, including sexual harassment and sexual assault, should be addressed to the [Title IX Coordinator](#), Carrington Hall 205, 901 S. National Ave., Springfield, Missouri 65897, [TitleIX@missouristate.edu](mailto:TitleIX@missouristate.edu), 417-836-8506, or to the Office for Civil Rights. All other inquiries concerning the complaint/grievance procedure related to discrimination and/or harassment on the basis of a Protected Class other than sex, as well as inquiries related to the University's Affirmative Action Plan, or compliance with federal and state laws and guidelines should be addressed to the Equal Opportunity Officer, [Office for Institutional Equity and Compliance](#), Carrington Hall, Suite 205, Springfield, Missouri 65897, [equity@missouristate.edu](mailto:equity@missouristate.edu), 417-836-4252.