

## TERMS AND CONDITIONS OF THE 2018-2019 STUDENT 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 student housing.

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

**Academic Year** means the Fall and Spring academic semesters.

**Residence Hall** means any of the following: Blair-Shannon House, Freudenberger House, Hammons House, Hutchens House, Kentwood Hall, Scholars House, Wells House, or Woods House.

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

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

**Student** means the individual, admitted to Missouri State University, who is executing this 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 this Contract, this Contract is for the entire Academic Year for University Housing (as defined herein), or the remaining portion of the Academic Year based on the date of the Student's initial occupancy ("Contract Term"). Student may move into the assigned room beginning August 17, 2018, for the fall semester, and January 12, 2019, for the Spring semester. Student must vacate the assigned room or apartment either within 24 hours after the Student's 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 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/break policy has expired or termination of Contract, Student shall pay to Missouri State, as liquidated damages, the daily rate for that room. If Student is not enrolled in at least six (6) credit hours following the University's last day to drop classes, Student will be assessed room fees and meal plan charges for the remainder of the semester.

**3. ELIGIBILITY:** Missouri State University admission and enrollment do not guarantee eligibility for on-campus housing. A student must be at least seventeen (17) years of age at the time of commencement of Residence Hall 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 Student's office. This Contract may be terminated at any time before or during the Contract Term: i) based on Student behavior while a resident of University Housing; ii) if Student poses a safety risk to other residents; iii) if the Student has a detrimental effect on the community environment, or a prior history of detrimental effect as a University Housing resident; iv) if Student has outstanding debts to Missouri State; or v) if the Student is not enrolled in at least six (6) credit hours at any time during the Contract Term.

**4. UNIVERSITY BREAK PERIODS:** Certain University Housing will close during University scheduled breaks as follows: Blair-Shannon House, Freudenberger House, Wells House, and Woods House are closed during Winter Break and Spring Break. Hammons House, Hutchens House, Kentwood Hall, Scholars House, Sunvilla Apartments, and Monroe Apartments are open during all break periods. Fall semester residents of Hammons House, Hutchens House, Kentwood Hall, Scholars House, Sunvilla Apartments, and Monroe Apartments who wish to reside on campus during the winter break must be in good standing with the University and enrolled for spring semester courses and coordinate with the Department of Residence Life, Housing and Dining Services.

**5. 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 by Student, and Student 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 Student of the fees for the accommodations assigned (accommodations vary in size, layout, and amenities). 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 on or before **August 31** for the fall semester, January 31 for the spring semester, and also June 25 for summer payments for apartment contracts. 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. If the amounts required by this Contract are not paid in full by the due date, the remaining balance is due on the 25th 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 and the *My Payment Plan* for which the Student selected. Amounts required by this Contract include the Residence Hall Association activity fee of Twelve Dollars (\$12) per semester. Fees for room and board are subject to change by formal action of the Board of Governors.

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, registration may 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.

**7. STUDENT BILLING RIGHTS:** Student should keep this notice for future use. If Student believes there is an error in billing, or if Student 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 Student no later than 60 days after receiving the first bill on which the error or problem appeared. Student may 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, the Student should describe the item

the Student 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 the 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.

**8. BOARD:** Meal plans are required for Residence Halls; meal plans are optional for University Apartment. If you purchase a meal plan it will 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 for spring break, between semesters, and as determined by Dining Services. Unused BoomerMeals 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. Refunds are only issued for students leaving the University completely or purchasing a different plan. If the Student is leaving the University completely, the unused remaining balance will be refunded to the Student'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 Student is planning to purchase another plan, the amount used by the Student is owed to the University and the amount of the new plan is owed to the University. *Example: Student has a \$155/170 BoomerMeal Plan, and has used \$20. The amount refunded for the \$155 plan is \$135 (\$155 - \$20 usage). The Student then wants to add the \$260/280 value plan. The total cost to the student for this transaction is \$280.*

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

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

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

**12. MAINTENANCE:** Student agrees that the Student 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 Student by Missouri State. Student may also be charged a prorated portion of damages to Residence Hall or University Apartment public areas where responsible parties cannot be identified. Student may not remove University property from Residence Halls or University Apartments including, but not limited to, rooms, apartments, lounges, hallways, public areas, etc. Student 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 students are encouraged to keep their rooms/apartments locked and their valuables secured at all times. Student is responsible for all activities and visitors' activities taking place on University housing premises. Student shall take reasonable care of the Student's premises and the appurtenances, equipment and fixtures therein. The Student shall keep the room or apartment in good order and sanitary condition, and shall return the same at the expiration 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. All Students residing in Monroe Apartments are required to show proof of renter's insurance before occupying their apartment. Student 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 Student.

**13. RIGHT TO ENTER, INSPECT, REPAIR, AND MAINTAIN:** As Missouri State may deem reasonable, appropriate, or necessary, Missouri State employees 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 Student'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 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.

**14. LIMITATION OF LIABILITY:** Consideration being provided in permitting Student to enter into this 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, failure of University provided technology services, releases of utilities, fixtures or equipment. This specifically includes use by Student 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 this 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 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 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 this Contract pursuant to this paragraph, Student will receive a *pro rata* refund on amounts prepaid by Student.

**16. DEFAULT:** Student agrees that living in the residence hall/apartment 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 Contract, including a reasonable attorney's fee. This Contract 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 Contract 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, Housing and Dining Services by 11:59 p.m. April 1, 2018, no fees will be assessed. From April 2, 2018, 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, Housing and Dining Services by 11:59 p.m. May 1, 2018 (December 1, 2018, for Spring-Only Contracts), no fees will be assessed. From May 2, 2018 (December 2, 2018, 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, Housing and Dining Services to break this Contract and properly check out of the residence hall or apartment, 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, Housing and Dining Services to break the 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 for residence hall students.

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 University Housing and fails to move in or give written notice of cancellation by 11:59 p.m. August 16, 2018, the day before student housing opens, or 11:59 p.m. January 11, 2019, 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.

**17. ASSIGNMENT:** 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.

**18. MENINGITIS REQUIREMENT:** In accordance with Missouri Law (RSMo 174.335), every public institution of higher education in Missouri must require all students 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 student will be issued an assignment to University Housing the Student must satisfy this requirement or present an approved exemption.

**19. MISSOURI STATE UNIVERSITY NON-DISCRIMINATION POLICY STATEMENT:** Missouri State University is a community of people with respect for diversity. The University 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 students. In accord with federal law and applicable Missouri statutes, the University 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.

The University maintains a grievance procedure incorporating due process available to any person who believes he or she has been discriminated against. Missouri State University 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, [JillPatterson@missouristate.edu](mailto:JillPatterson@missouristate.edu), 417-836-8506, or to the Office for Civil Rights. All other inquiries concerning the grievance procedure, 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](#), Park Central Office Building, Suite 111, Springfield, Missouri 65897, [equity@missouristate.edu](mailto:equity@missouristate.edu), 417-836-4252, or to the Office for Civil Rights. (Res. Board Policies No. 70-11; Bd. Min. 10-28-11.)

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