

## Housing Agreement

**Summary/Purpose:** This policy explains in full the student's contractual obligations to the University by living in on-campus housing.

This contract is an agreement between the university and the individual student. It is for the period of contract as specified in paragraph one of Terms and Conditions – University Housing Policies, and entitles the student to use the accommodations only in such a manner as set for the herein as in the *Residence Life Handbook*. This contract may be terminated only under the conditions specified herein.

Students and their parents or guardians are urged to read carefully the terms and conditions of this agreement. If a student is under 19, a parent or guardian must sign this contract along with the student. The university agrees to provide accommodations under the conditions of this agreement and as described in the *Residence Life Handbook*. (The booklet is available to all residence hall students.)

**The contract students sign is a legally binding contract for the fall and spring semesters.**

### Terms and Conditions – University Housing Policies

**1. Period of Contract** Academic year – fall and spring

**2. University Housing Policy** This signed contract becomes a legally binding document between the university and the signee for both the fall and spring semesters or balance remaining at the time of assignment. The residence hall application and contract are for accommodations in a residence hall and do not guarantee specific hall or roommate preferences. Residents must be enrolled to live on campus and are responsible for knowing and abiding by the rules and regulations contained in this contract, the *University Policy Website*, and the *Residence Life Handbook*.

### **3. Housing Reservations**

**(a) Reservations for new students** Advance housing reservations for the academic year are made once an applicant has been admitted to the university, completed a residence hall application, submitted a \$75 non-refundable application fee, and signed a housing contract. **(b)**

**Reservations for continuing students** Currently enrolled students seeking advance housing reservations for the upcoming academic year are required to sign a contract and remit a \$75 application fee. **4. Occupancy** This contract is personal and may not be assigned or transferred to another person. The space may not be sublet. The resident agrees not to allow any persons other than the assigned roommate(s) to live in the residence hall room, suite or apartment. Violation of this restriction is considered serious and may result in fines, eviction from the residence halls, or expulsion from the university. The period of occupancy begins upon receipt of a room key by the resident and will terminate within 24 hours after his/her last class or examination.

**5. Housing Fee** The contract binds a student to pay housing rental fees according to the university payment schedule for one academic year as indicated in paragraph one. The rental fee is billed per semester and is subject to final approval by the Board of Trustees.

**6. Assignment Priority:** Room assignments are based upon the date the housing application, \$75 prepayment and Housing Contract are received in the Student Housing office. No specific room assignment based solely upon a resident's request is guaranteed or implied. Submitting the Housing Contract does not guarantee housing if all spaces are filled in the residence halls prior to the time a student's application is completed. If housing demand exceeds room-assignment capacity the University reserves the right to use designated temporary room assignments pending assignment/relocation to a permanent living space.

**7. Commuter Policy:** Students with 30 or less hours who wish to commute from home and living a 60 mile radius of Oxford, MS must complete and submit a Commuter Form prior by July 1 to be released from the Housing Contract. Single freshmen (except commuters living with parents or guardians) who enroll and are found to be living off campus without an authorized exemption will be billed the cost of housing. Commuter forms are only available prior to the fall semester for the academic year. Petition to commute for the spring semester will not be considered unless the student is a new incoming student for the spring semester.

**8. Assignments** 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 Hall Opening, but accommodations will not be guaranteed for those arriving late or failing to show without making arrangements with the Student Housing office prior to Hall Opening day.

**9. Cancellation Prior to the Start of a Semester** Cancellations must be made in writing and postmarked by the cancellation deadline. The academic year housing contract becomes binding after the cancellation period has passed. Persons enrolled at the university will be held to the terms of the contract if written cancellation is not received prior to July 1 and will be financially responsible for both fall and spring semester rent. New students who have applied for the spring semester must submit written cancellation before December 1 in order to be released from the contract. New students canceling after December 1 will be held to the terms of the contract if enrolled.

**10. Cancellation After the Start of the Semester** The contract may be terminated after the start of a semester without forfeiture of spring semester charges only for the following reasons: withdrawal, marriage, fulfillment of academic programs requiring a student to move out of the area (e.g., student teaching), or circumstances that are determined by the university to be beyond the student's control. Notification must be submitted in writing to the Student Housing office prior to the cancellation deadline, and documentary evidence will be required to show cause for cancellation. Student Housing does not release students who have decreased their class load from full- to part-time status, or for failure to have read this contract completely, or for pre-existing medical conditions.

**11. Withdrawal 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 University refund schedule. 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. Students must complete a withdrawal form in the Office of Student Housing and properly check out of the room.

**12. Denied Admission, Suspension, or Dismissal** If a student is not permitted to register at the university for an upcoming semester, the student must cancel in writing with the Department of Student Housing and Residence Life prior to Hall Opening. The written cancellation must identify the student's denied admission status.

**13. Contract Appeals** The Department of Student Housing and Residence Life offers an appeal process by which a resident may request to be released from the academic year housing contract. The appeals application form and documentation must be completed and returned to the Student Housing office by the fifteenth consecutive day of the semester for which the release is requested. A mandatory meeting will be scheduled. Submitting an appeal does not guarantee release from the contract.

**14. Right of the University to Cancel** The university reserves the right to refuse admission or readmission to university housing or to cancel the contract during the academic year for the student's failure to meet university requirements, policies, or regulations, or in the event of felony conviction by civil authorities, or for posing a threat to the health, safety, and welfare of the signee or others in the university community. Cancellation of the contract for the above reasons may result in the eviction of the resident within one to three days' notice, except where the university determines that the continued residency of the student would pose a danger to the health or welfare of the residential community, in which case the student may be evicted immediately. In such cases there will be no refund of prepaid rent. In the event accommodations assigned to the student are destroyed or otherwise 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 rental payments previously made shall be refunded on a prorated basis as of the date accommodations become unavailable.

**15. Consolidation** All university housing rooms are to be occupied by two students, with the exception of the approved single or triple occupancy assignments. In the case where one of the occupants moves from the assigned space, the student who remains agrees to move to another room or to accept another roommate. The residence hall staff will assist the resident with consolidation, but it is the resident's responsibility to find a person with whom to share a room and to consolidate by the designated deadline. 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. Students refusing to consolidate will be automatically assessed a private room fee. 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.

**16. Right of University to Relocate Residents** The university reserves the right to relocate residents from one space to another when it is determined, in its sole and absolute discretion, that the move is in the resident's best interest, or those of his/her fellow students. Also, when it is determined that a resident is not residing in an assigned space, the university reserves the right to require the student to return the key and relocate to the assigned space. The resident 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 campus housing.

**17. Housing Changes** The resident agrees to abide by all regulations with regard to changing assignments. Approved room/hall changes occur during designated periods during each semester. A \$25/day charge may be levied against students moving out of, into, or within university housing without having authorization from an Area Coordinator, Associate Director, Residence Hall Director/Resident Director or other non-student official from the Department of Student Housing. Once a housing change has been approved, the student must move within 48 hours, or he/she will be charged \$25 per day until he/she properly checks out of the space.

**18. Responsibility for Personal Property** The resident assumes all responsibility for personal property. The university does not assume any legal obligation for any resident's personal

property that may be lost or damaged in its buildings or on its grounds. **Students are encouraged to provide their own health and personal property loss/renters insurance.**

**19. Responsibility for Room** The resident is responsible for the condition of the assigned space and shall reimburse the university for all damage to the space, whether the damage was a result of committing an act or failure to do an act to prevent the damage. The resident is also responsible for loss of fixtures, furnishings, or properties furnished under the contract. No alterations are to be made to the furniture provided by the university. Every piece of furniture in the assigned room at the time the resident moves in must stay in the room for the duration of residency. The resident may not move, trade, or store furnishings from the space. There is an automatic \$50 charge for violating this policy. Additional furniture brought into the room must be freestanding and clear of all existing furniture, fixtures, or walls contained in the room. Students will be required to complete a Room Condition Report within 24 hours of occupancy and return it to the resident assistant. When occupancy is terminated, students must obtain housing clearance. This will be done by a Department of Student Housing and Residence Life staff member who will inspect the area and assess for damages and missing property. Those vacating housing without following this procedure, unless following express checkout procedures, will be charged \$25 plus the cost of repairs or replacement resulting from damages or missing items. If necessary, cleaning charges may be assessed.

**20. Responsibility for Communal Property** (Including, but not limited to hallways, baths, stairwells, elevators, lounges, studies, utility rooms and kitchens.) Residents are expected to take every precaution to assure that communal property is not abused. **In halls or sections where the university has determined that there is undue abuse of university property and the responsible individual(s) cannot be identified, all residents will be held responsible for paying a prorated share of the cost of repairing such damages.** Where organizations have exclusive use of an area, those organizations are responsible for reimbursing the university for cost of repairs from damage to communal property if the responsible individual(s) cannot be identified. Where it is determined that organizations are not in support of housing regulations, they will lose use of the area. The university reserves the right to determine the use of all lounges and common and public areas in the residence halls.

**21. Firearms, Explosives, Fireworks, Flammables** The possession or use of firearms, ammunition, explosives, fireworks, candles, halogen lamps, and other items detailed in the *Residence Life Handbook* is prohibited and can result in automatic eviction from university housing and/or suspension from the university.

**22. Fire Safety** Evacuation of university buildings is mandatory when a fire alarm sounds. The sounding of false alarms and tampering with fire fighting or safety equipment to include extinguishers, hoses, smoke detectors, EXIT signs, or pull boxes are prohibited. Those suspected of such offenses are subject to criminal prosecution, eviction from university housing, and/or suspension from the university.

**23. Guests and Visitation** Residents are responsible for the conduct of their guests and must be present for the duration of the visit. The resident agrees to abide by the visitation policy detailed in the *Residence Life Handbook*. The maximum visitation of guests extends from 9:00 a.m. to midnight Sunday through Thursday and 9:00 a.m. to 2 a.m. Friday and Saturday. Visitation privileges do not extend to bathroom facilities on residential floors. All persons will be responsible for complying with visitation regulations applicable to the visited area. The administration reserves the right to alter or terminate the visitation program if the program is determined not to be in the best interest of the university.

**24. Inspections** The University reserves the right to enter residence hall rooms for inspection of facilities; for health, safety, and maintenance; for damage to space or equipment; and to uphold university policy.

**25. Keys and Access Cards** The resident agrees not to loan/duplicate keys and/or access cards. All lost/stolen keys or access cards must be reported immediately. Keys and access cards must be returned when occupancy is terminated. If a key/access card is not returned, a fee will be assessed to the resident.

**26. Quiet Hours** Courtesy hours are in effect 24 hours a day. Strict quiet hours are in effect from 9 p.m. until 8 a.m. each day. Strict quiet hours shall be in effect in all halls 24 hours a day for a minimum of seven days before final examinations and continue throughout the exam period.

**27. Mail/E-mail** All students residing in university housing are encouraged to rent a post office box. It is the responsibility of the student to get his/her post office box number, keys, and e-mail address from the respective areas. All information sent to students via mail and/or e-mail is the responsibility of the student to secure.

**28. Incident Reports** An incident report constitutes administrative written notice concerning an infraction of university housing policy. These reports are issued by the resident assistants or others designated by the Office of Student Life. Infractions of university housing policies may be dealt with administratively or through the judicial system.

**29. Smoking** All residence halls are smoke free. Smoking is prohibited in university residence halls.

**30. Alcohol and Controlled Substances** Residents agree to avoid and refrain from the use, possession, or sale of any and all illegal narcotics or other controlled substances. Residents must abide by the university and Student Housing policy regarding alcoholic beverages. Violations of Mississippi law and university policy are considered serious and may result in fines, eviction from housing, and expulsion from the university.

**31. Responsibilities of the University** The University agrees to exercise reasonable caution to safeguard the health, safety, and property of each resident, and will make a good faith effort to repair properly reported defects in the residence halls. The university shall not be liable for failure of water supply, electrical current, or heating/cooling systems; presence of insects or vermin; and the loss, damage, or injury to a resident or his/her guest, or the property of any of them.

**32. Security** Visitors must enter and exit only by main entrance to hall. Residents who leave through locked security doors are responsible for leaving the doors in locked position. Disciplinary action and/or fines levied toward will be taken against students who prop doors open or exit alarmed doors. For personal safety, ground floor accessible windows must be kept locked.