

# CONTRACT FOR UNIVERSITY HOUSING

**Welcome to ON-CAMPUS LIVING!** The following includes the terms and conditions of the **Contract for University Housing**. Students and parents/guardians are urged to thoroughly read the terms they are agreeing to. The contract you are about to complete is legally binding. If you have questions about this contract or on-campus living, please contact the Office of Residence Life. We look forward to welcoming you to our community!

## Terms of the *Contract for University Housing*

- Contract Period.** This document is a binding agreement for on-campus housing for the full academic year (fall and spring semesters), unless approved in writing by the Office of Residence Life for a modified contract period. Rooms may be occupied, and meals will be served in accordance with the University calendar, as published in the Undergraduate Bulletin and other official University publications. University holidays and/or break periods (see #14) are included in this agreement and are included in room rates. All calendars are subject to change. **Any approved contract cancellation will result in financial charges.**
- Assignments:** The Office of Residence Life makes every effort to assign housing based upon the preferences identified. **Assignment to a specific space is never guaranteed, and the University reserves the right to make assignments and change assignments based upon the needs of the University.** Students may be placed in temporary housing assignments during periods of overflow. Students given temporary assignments will be moved to permanent assignments as space becomes available. To make assignments, the University will:
  - Make hall and room assignments without regard to race, religion, ethnicity, sexual orientation, or age.
  - Make changes in assignment, if necessary, including consolidating a student into a different room if the student does not wish to pay the extra fee for a private room, or if the University requires consolidation for any other reason.
  - Cancel or change the room assignment if student does not occupy the room on or before the first day of classes for the session for which they are enrolled.
  - Assign rooms and match roommates using the information provided by students in this agreement.
  - Reassign students through consolidation when a room is underoccupied. Where there is a vacant space, the area must be maintained in a manner that will allow another student to move in immediately. The University reserves the right to make housing considered advisable or necessary by the University at any time.
- University Residency Requirement:** Southeast Missouri State University requires all full-time students to live on campus for two years unless they meet one of the following requirements: commuting from your parent/legal guardian's permanent home and primary residence within a 50 mile commuting distance of Academic Hall, be over 21, married or have dependent children, completed 57 credit hours towards a Southeast degree with a minimum 42 of these accepted hours being obtained post high school graduation, be a veteran of military service having served one year of active duty.

4. **Contract Cancellations for New, Transfer and Reentering Students:** If a deposit is submitted with the **Contract for University Housing** it will be applied toward the contract cancellation fee. If not attending the University, this contract cannot be cancelled prior to an official withdrawal from classes. A **Contract for University Housing** cancelled for approved reasons will result in a refund of deposit (If applicable) according to the following schedule:

Request Postmarked Received By:	Amount of Deposit or Returned to Student Account:
Thru May 1 <sup>st</sup>	Deposit - \$25 cancellation fee - \$125 refund
May 2 <sup>nd</sup> – June 15 <sup>th</sup>	Deposit - \$50 cancellation fee = \$100 refund
June 16 <sup>th</sup> – August 1 <sup>st</sup>	Deposit - \$100 cancellation fee = \$50 refund
After August 1 <sup>st</sup>	Forfeit deposit

On or after opening day, all new, reentering, and transfer students are subject to cancellation fees as noted in section 5c.

5. **Contract Cancellations for Returning Students:** The **Contract for University Housing** is a legally binding agreement for the full term of the agreement. Contracts are officially accepted and binding 72 hours after receipt by the Office of Residence Life. Any request to cancel the contract must be made in writing and meet the requirements established by the University. Cancellations are not automatic, all requests are subject to review and approval by the Office of Residence, and the decision will be communicated in writing.
- A. Students must contact the Office of Residence Life *before* moving out of the residence halls to request cancellation of the contract. A **Petition to Terminate Contract form** must be completed by the student and submitted with all documentation required to verify the stated reason for the request. The request is not considered approved until processed through the Office of Residence Life and a written decision is provided.
  - B. **Cancellations will be approved only when there is a: (1) change in status with the University (i.e., graduation, transfer, withdrawal, suspension) or (2) change in marital or dependent status (i.e., marriage, dependent children).**
  - C. Students approved for a contract cancellation will incur financial obligations as outlined on the **Petition to Terminate Contract** form.
  - D. Students without a deposit will be held responsible for the same financial obligations as outlined on the form **Petition to Terminate Contract**.
  - E. The contract will remain in force and the student will continue to be financially obligated for all room and board fees until the date the University agrees, in writing, to cancel the contract and the student officially checks out of housing. If the student chooses to leave the University, this contract cannot be cancelled prior to an official withdrawal which is the cancellation of classes.
6. **Medical Condition:** Students with a physical limitation or medical condition that warrants special consideration for housing, can download a copy of the special accommodation form from the Residence Life website or request one from the office. The student and their health care provider must complete this information and include appropriate documentation and detailed history specifying the nature of the medical condition or disability and the living environment required. The University will review the documentation, and at its discretion, consult with appropriate University staff and other professionals external to the University who can assist in reviewing the request. A response will be communicated in writing that will include limitations or restrictions in the use of residential space.

7. **Meals:** Students living in the residence halls are required to have a meal plan.
8. **Checking Into/Checking Out of Room:** Students are required to check in and check out of their rooms, and to complete all check in/check out procedures. Failure to check in or check out properly will result in a financial charge to the student's account.
9. **Damages:** Residents are responsible for damages to University property caused by themselves or their guests. Public area damages that cannot be attributed to an individual student will be charged to the residents of the unit. Charges for common area damage will be assessed to all students of the living unit at the end of each semester.
10. **Fire, Theft, or Other Damages:** The University is not responsible for the loss of or damage to any personal property of the student from any cause whatsoever. In the event that a building or room assigned to the student is destroyed or otherwise rendered uninhabitable and the University does not elect to furnish other accommodations in the University residence halls, the agreement shall be terminated, and any unused prepaid room and board fees shall be refunded to the student. Students are encouraged to obtain personal property insurance; the University is not responsible for loss of or damage to property not covered by personal property insurance.
11. **Room Responsibility:** The student is responsible for the condition of the assigned space and shall reimburse the University for all damage to the space and for loss of fixtures, furnishings, or properties furnished under the contract. Additional furnishings brought into the room must be freestanding and clear of all existing furniture, fixtures, or walls contained in the room. Each resident will be required to complete the **Room Condition Report** within 24 hours after moving in.
12. **Use of Room:** Rooms are to be occupied by students who are presently enrolled at Southeast Missouri State University and all rights to occupancy shall be terminated if a student has withdrawn or has been suspended from the University. Rooms may not be sublet.
13. **Room Entry:** The University reserves the right to enter rooms to ensure the health and welfare of any individual, to ensure proper care of University property, or to ensure that no University policies are being violated.
14. **Residence Hall Holidays, and Break Periods:** Rooms may be occupied, and meals will be served in accordance with the University Calendar. Official University holidays and/or break periods in which the University and/or residence halls are closed are included in this agreement and are included in room rates. Student needing housing during any break period may occupy their current assignment during the break. All calendars are subject to change.

Detailed information about policies and procedures can be found in the **Resident Handbook**.

### **Enrollment Expectations:**

Student living in university housing must maintain and be actively enrolled in nine (9) or more credit hours per semester. Exceptions to this requirement are only applicable to those students who have received written approval from the Office of Residence Life for circumstances that prevent a student from enrolling in nine (9) or more credit hours per semester. Taking less credit for semester is not an approved reason to cancel the housing contract. Housing contracts are for the entire academic year. Students who are not making academic progress in their classes (i.e., failing to attend classes, being dropped from class for non-attendance, etc., and/or who fail to maintain a minimum of nine (9) credit hours) are considered in breach of the contract and face contract termination and contract cancellation fees.