



## 2019-2020 Housing & Dining CONTRACT

This document and those referred to within it constitute Southwest Minnesota State University's hereafter referred to as SMSU, Housing and Dining Contract. The services described in the Contract are offered exclusively under the terms and conditions stated.

Acceptance of the terms of the agreement through the website constitutes signing the contract. For those students under the age of 18, please print this document and provide the student's name and ID number with the signature of a parent or guardian to indicate acceptance of the terms.

Your signature on the Contract indicates that you have read the Contract, understand it, and agree to all the terms and conditions included in it. No other University department or agency may represent, promise, alter, or cancel this Contract. **The Contract becomes legally binding on both parties when you sign your contract and we receive your \$100 room reservation deposit.**

**All First-Year Students are required to live on campus their first two semesters and are not permitted to terminate their Housing & Dining Contract during this time unless withdrawing from the University.**

### I. ELIGIBILITY

To be eligible to live in a Residence Hall or Foundation Residence Apartments (FRA), you must be formally accepted and enrolled in at least one credit at SMSU. If you lose your status as an enrolled student at any time during the contract period, or if you fail to register for academic course work by the end of the second week of class, you will be required to vacate your assigned space within 48 hours of that loss of status unless an exception is approved by the Residence Life Office. If you are required to vacate your assigned space due to non-enrollment or non-payment, you will be assessed a \$50 administrative fee; Any associated room and board and/or conference charges will also be applied.

Southwest Minnesota State University reserves the right to deny or cancel a residence hall contract to an individual whose conduct or criminal record indicates an actual or perceived threat or danger to the University community, including students, faculty, and staff.

### 2. UNIVERSITY'S OBLIGATION

Southwest Minnesota State University agrees to provide clean, habitable premises and to keep them in good repair. We reserve the right to cancel your Contract and remove and/or relocate you for any violation of contract terms.

### 3. YOUR OBLIGATION

**You agree to:**

- pay all specified fees, to observe all rules and regulations of Southwest Minnesota State University and the Department of Residence Life (as defined in the SMSU Student Handbook and the SMSU Guide to Community Living) and to abide by contract terms, please note that SMSU is a tobacco free campus;
- conduct yourself in a manner which is in the best interest of the health and general welfare of the Residence Halls and Foundation Residence Apartments, other residents, or yourself;
- be responsible for payment of any damages assessed to your room, its furnishings, windows, doors, and other University property. When more than one resident is assigned to a room and individual responsibility cannot be determined, the charges will be divided equally to the assigned residents.

- be financially responsible, individually or collectively, for any damage or required cleaning to common areas of your living community and its furnishings.
- Residents of the Foundation Residence Apartments and Sweetland Hall are required to complete a roommate agreement to include all current residents of each apartment. If/when other individuals move into any vacant spaces in each apartment, these individuals must be involved in a review of the agreements and agree to all terms. These roommate agreements, once completed, are considered by our department as binding contractual documents for agreed upon behavior within each residence. Failure to follow these agreements is a documentable offense through our department and the university judicial system, and may result in your removal from the apartment. Members of Residence Life staff may require residents of other halls to complete a roommate agreement as necessary.

**You may not:**

- sell, trade, give away, or transfer your room lease or meal contract.
- remove room furnishings from your assigned room without special approval.

### 4. CONTRACT TERMS

This contract is binding for one academic year beginning the day the Residence Halls and Foundation Residence Apartments are advertised to be open for fall semester and ends the day the Residence Halls close at the end of spring semester. If you enter into a contract after the academic year has commenced, your contract is binding from the date you sign your contract. You are responsible for the room and its payments until both you and your belongings vacate the premises, check out properly, and end the contract per its conditions.

The Contract terms become binding at the time you and the University Representative have signed it.

### 5. FOOD SERVICE

The assignment of a meal plan, when you requested a Super Plus plan, does not cancel this contract. A limited number of Super Plus contracts are available as pre contract agreement with SMSU dining Services, the food services provider at SMSU. If you requested a limited meal plan option and it is not available, you will be assigned a standard 10-meal plan option. No credit or refund is given for missed meals. We reserve the right to adjust serving hours. Dining Dollar balances will carry over only from Fall to the following Spring Semester. If not used by the end of Spring Semester, Dining Dollars are forfeited. We do not provide meals during breaks. If you fail to choose a meal option when filling out the Contract, we will assign you to the 10-meal plan. You may change your meal plan ONLY during the first and last two weeks of Fall Semester and the first two weeks of Spring Semester for 19, 14, and 10 meals per week plans. You may only change from the Super Plus to another meal plan the last two weeks of the Fall Semester. Dining Dollars are only refunded when withdrawing from the University. Contract terminations retain Dining Dollars until the end of the semester/academic year.

### 6. ROOM RESERVATION DEPOSIT

A \$100 reservation deposit is required at the time you sign and complete your contract. This amount will be credited to your initial room and meal charges for your first semester.

This deposit, if for the Foundation Residence Apartments, is nonrefundable and non-transferrable. See Clause #8 concerning deposits for the traditional residence halls.

## 7. RATES AND PAYMENT

Room rates include cable and internet access. Room and board rates are determined annually and are subject to change. You agree to pay the rates established.

Payment of your room and meal charges may occur anytime prior to the beginning of a semester. Payment is due on or before the last payment due date for tuition and fees as established each semester by SMSU. Due dates for each semester are available online on the Business Services web page. Individual account information is also available online. Individual bills are not mailed out.

Failure of the resident to satisfy the financial obligations stipulated under this Contract will result in denial of further meals (without refund), a hold on registration and official records, and/or eviction from the Residence Halls/ Foundation Residence Apartments within 48 hours of the request. If you are in default of payment, you are liable for all legal and collection costs.

## 8. CANCELLATION/TERMINATION OF CONTRACT

### A. Cancellation Prior to Occupancy:

#### If beginning Fall Semester:

1. Contract cancellations, for the Traditional Residence Halls or Sweetland Hall, received in the Residence Life Office, **IN WRITING**, on or before June 1 will receive a 100% refund of their deposit.
2. Contract cancellations, for the Traditional Residence Halls or Sweetland Hall, received in the Residence Life Office **IN WRITING**, after June 1 will forfeit the \$100 deposit.
3. If no written notice is received and you fail to arrive at SMSU and properly check in to the Residence Halls and Foundation Residence Apartments by the tenth class day, you will forfeit your \$100 deposit.

#### If beginning Spring Semester:

1. Contract cancellations, for the Traditional Residence Halls or Sweetland Hall, received in the Residence Life Office **IN WRITING** on or before December 1 will receive a 100% refund of their deposit.
2. Contract cancellations, for the Traditional Residence Halls or Sweetland Hall, received in the Residence Life Office **IN WRITING** after December 1 will forfeit the \$100 deposit.
3. If no written notice is received and you fail to arrive at SMSU and properly check in to the Residence Halls and Foundation Residence Apartments by the tenth class day, you will forfeit your \$100 deposit.

Only **WRITTEN** notice of your cancellation received in the Residence Life Office will terminate this Contract. Any notice that you provide to any other office at SMSU (Admission, Financial Aid, Registrar, etc.) does not terminate this contract.

### B. Termination After Occupancy of Room:

Proper termination of this contract will be defined as: written notice received in the SMSU Residence Life Office within the guidelines stated below, proper completion of the check out process which includes associated paperwork and physical check out of the room.

1. Unless you are withdrawing from the University completely, you may only terminate your housing contract for the Traditional Residence Halls during the first ten class days of each semester or during the break between fall and spring semester. If you physically leave the Halls during the semester you are still financially responsible for all portions of this contract. You will be charged a \$50 fee for breaking your contract during the year. First year students are only allowed to terminate this contract

upon approval of certified waiver or if completely withdrawing from the University. If you decide not to return to the Residence Halls and/or Foundation Residence Apartments spring semester and have not provided proper written notification to the Residence Life Office and your possessions are still present in your room, you will be charged \$20 per day until your possessions are removed and all check out procedures are properly followed. Refer to the SMSU Guide for Community Living, other administrative fees may apply.

2. For the Foundation Residence Apartments, you may only terminate your housing and dining contract under the following circumstances:
  - a. Marriage
  - b. University Withdrawal
  - c. transfer to another institution.(The two-week timeframe mentioned in Clause #8, Section B, No. 1 does not apply to the Foundation Residence Apartments.)

3. We may terminate this Contract and, after serving the Student with a written notice to vacate the premises after 48 hours, enter and retake possession thereof for the following reasons:
  - a. Failure to pay rent or any other charges when due.
  - b. Damage from fire, smoke, water, or other causes natural and unnatural.
  - c. Noncompliance with the rules and regulations of the Residence Halls and Foundation Residence Apartments, college policies, local laws, or federal and state Laws. If the termination of this Contract is based upon a disciplinary action, the Student may be required to vacate immediately, and is subject to all meal plan stipulations. No previously paid charges or deposits shall be refunded to the Student in such cases.
  - d. Noncompliance with and/or breach of this Contract.
  - e. Loss of student status
  - f. Appropriate appeal procedures are provided upon presentation of the written notice to vacate and can be found in the SMSU Student Handbook.
  - g. You will be charged a daily conference room rate for each night you remain in the room until you vacate and complete the Residence Hall Withdrawal procedure. If through your appeal process you are reinstated after a required withdrawal, you will fulfill the balance of this Contract as though your removal had not occurred.

**REFUNDS:** If you are conducting a University withdrawal during a semester, your cost will be pro-rated on a weekly basis from the date of which you return your keys to cover the cost of your occupancy. For Residence Life purposes, a week begins on Saturday and ends on Friday.

## 9. CONTRACT ASSIGNMENT

We agree to assign you to a space in a residence hall and to provide you contracted meals under the following terms and as described in the SMSU Guide to Community Living, which is made a part of the Contract by reference. Returning upperclass students will select and confirm their room assignments during Spring Housing Sign-Up for the following Fall. Room assignments and priority to community preferences for new students are made based on the date the completed Contract and the \$100 deposit are received by the Residence Life Office. For a specific roommate, **both students must request each other by name and both contracts need to be received in the Residence Life Office at the time room assignments are made.** We reserve the right to change your assignment at the discretion of the SMSU Residence Life Office for reasons of health, safety, need for repair services, vacancy consolidation, disciplinary sanctions, unresolvable incompatibility of roommates, or other reasons as identified by the SMSU Residence Life Office. The chief housing officer or designee will determine if you, your roommate, or both, will be reassigned. Once the halls open, you may request a room change at any time after the second week of the semester in accordance with our published procedures. Unapproved room changes, failure to follow proper room change procedures, or your failure to properly complete a room change request will result in a \$25 administrative fee, your required return

back to your assigned space (if you moved improperly), and may result in the forfeiture of any future room change privileges.

During each semester, beginning the 5th week of the semester, Residence Life will initiate the vacancy consolidation process. When a vacancy is created in a double occupancy room due to a roommate leaving or not being assigned a roommate, we reserve the right to fill the occupancy without consulting with or giving prior notice to the remaining occupant. As a remaining occupant, you may not take sole possession of the room and its furnishings (i.e. using both beds or closets) unless you first request and are granted a double as a single room designation and its higher cost. If your roommate moves out, you will be asked to choose:

1. to accept another roommate,
2. to be moved to another location, or
3. to request to maintain the room as a double as a single room and if granted, to pay the double as a single room rate for the remainder of the semester.

The University reserves the right to fill any vacant space(s) within the Foundation Residence Apartments and to consolidate students.

### 10. CHECK-IN AND CHECK-OUT

- a. You are responsible for complying with check-in and check-out procedures as stated in the SMSU Guide to Community Living and related memos sent out by the Residence Life Office.
- b. You agree to check in and occupy your assigned room by the tenth class day or the tenth day of your contract period—if beginning during the semester—to maintain a claim to your assigned space. We reserve the right to reassign you to another space if you have not registered for classes or checked into our halls by the tenth class day. This re-assignment could include a temporary location required by overflow or space limitations.
- c. If you are not registered or checked in by the tenth class day, or tenth day of your contract period, of the semester you will forfeit your room assignment and the \$100 deposit.
- d. Acceptance of your room key confirms your status as a resident. You are responsible for completing a Room Condition Inventory (RCI) Form and returning it to your Resident Assistant within 24 hours. At check-out, damages found in your room and not noted on this form will be billed to you and/or your roommate. If the form is not returned, you become responsible for the damages in the room and the charges they may incur upon your check-out.
- e. You must vacate your room and the Residence Halls and Foundation Residence Apartments within 48 hours of withdrawing from the University or loss of student status. For Fall semester, you must vacate your room and the Residence Halls and Foundation Residence Apartments within 24 hours of your last final examination or by the published hall closing time, whichever occurs first. For spring semester, you must vacate your room and the Residence Halls and Foundation Residence Apartments within 24 hours of your last final examination, unless you are participating in Commencement, then you must vacate by the published hall closing time.

### 11. LIABILITY

Southwest Minnesota State University is not responsible for damage or theft of your personal property, including money. We encourage you to carry appropriate renter's or personal property insurance. In addition, neither SMSU, Residence Life, nor its staff assumes any liability for accidents/injuries which may occur either in a residence hall or while you are participating in any program/activity conducted on or off campus which may be sponsored all or in part by the Department of Residence Life, a house unit, Residence Hall staff and/or SMSU.

### 12. GUESTS

Any and all guests must be agreed upon by all occupants of the assigned room. If an individual objects to the presence of a guest or their behavior, the guest must leave the premises. You are responsible for the behavior and

actions of your guest(s) and their compliance with campus regulations. You will be held financially responsible for any damage caused by your guest(s). Violation of any guest policy places your contract status in jeopardy.

### 13. BREAK PERIODS

SMSU Residence Halls and Foundation Residence Apartments are open during the contract period. Students wishing to remain in the halls during the winter break period, however, must register with Residence Life and abide by all published policies and procedures for winter break. There is no food service during break periods, unless published by our food service provider.

### 14. UNAVAILABILITY OF PREMISES

In the event that any residential facility should become partially or totally lost, destroyed or otherwise unavailable because of fire, strikes, acts of God, or other events which render them unfit and unavailable in whole or in part for your purposes, then either you or we will have the right to immediately terminate this Contract. We will not be financially responsible to you for any damage which results from such a termination.

### 15. CLOSING CLAUSE

This Contract and the SMSU Guide to Community Living represent the entire agreement between the parties and no oral promises between the University and the resident are binding. Upon signing the Contract, you agree to become aware of and comply with all State, University, and Residence Life rules, policies, regulations, and procedures as published in the SMSU Guide to Community Living and SMSU Student Handbook available on the SMSU website. Once accepted by the Department of Residence Life, this Contract is binding until otherwise agreed upon in writing.

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Student Name (Please Print)

Student ID #

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Signature of Student

Date

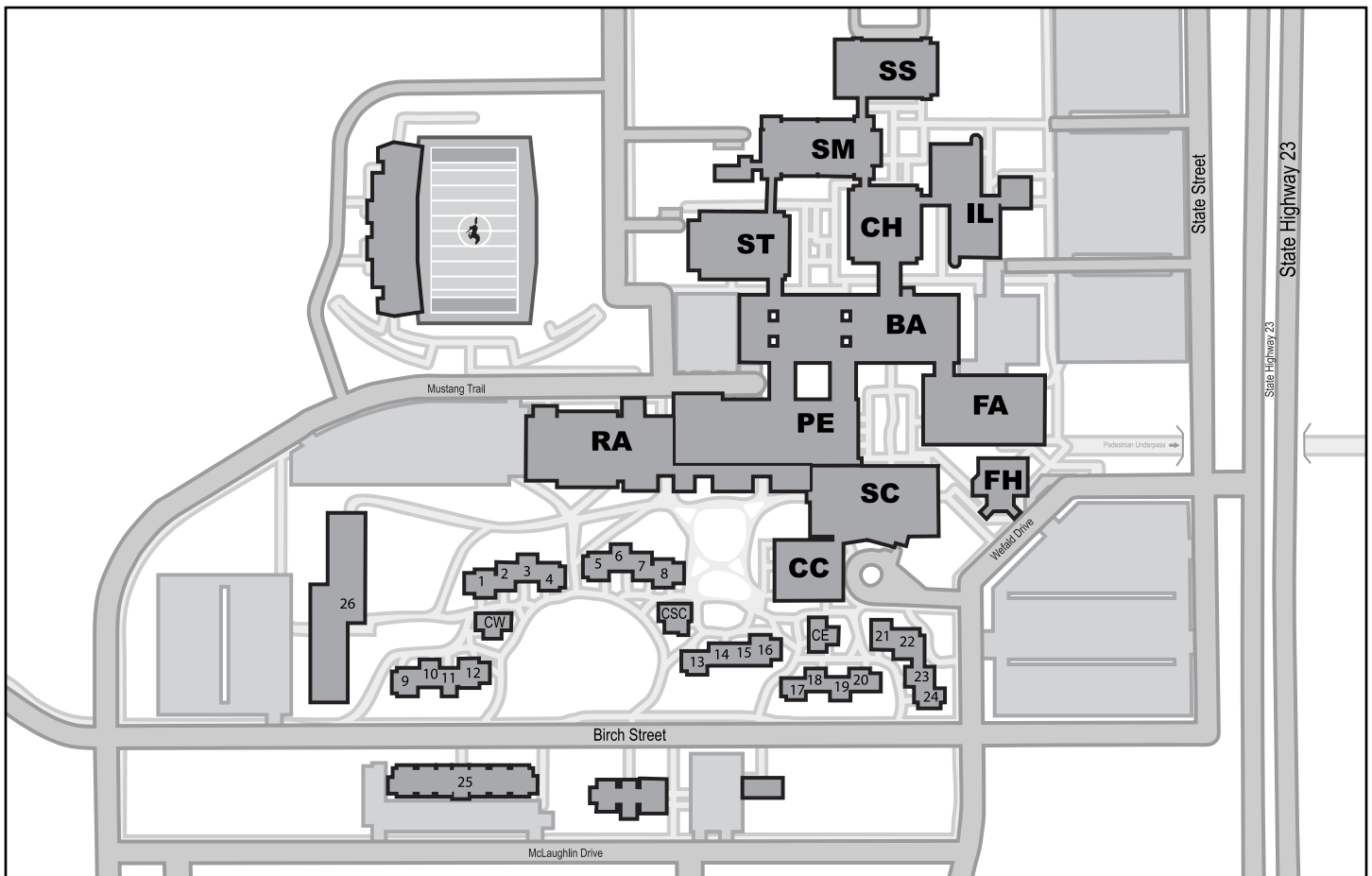
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Parent or Guardian Name (Please Print)

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Signature of Parent (if student is under 18)

Date



## Residence Life

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|----------------|--------------------|--|
| 1. Lakota      | 11. Methedras      | 21. Buckingham                         |
| 2. Chez Nous   | 12. Naoutha        | 22. Selene                             |
| 3. Porter      | 13. El Dorado      | 23. Camaraderie                        |
| 4. Sybaris     | 14. Kamasutra      | 24. Clapper                            |
| 5. Homestead   | 15. Sirius         | 25. Foundation Residence<br>Apartments |
| 6. Armstrong   | 16. Titan          | 26. Sweetland Hall                     |
| 7. Shenandoah  | 17. Manchester     | CW Commons West                        |
| 8. Ocean Blvd. | 18. Charisma       | CSC Commons Central                    |
| 9. Antipodes   | 19. Lincoln Center | CE Commons East                        |
| 10. Lhasa      | 20. Aquarius       |  |

### A MEMBER OF THE MINNESOTA STATE SYSTEM.

Southwest Minnesota State University is an equal opportunity/affirmative action educator and employer. ADA accessible.

This document can be made available in alternative formats to individuals with disabilities by calling 1-800-642-0684 or through the Minnesota Relay Service at 1-800-627-3529.