

The University of Mississippi Department of Student Housing
CAMPUS WALK STUDENT HOUSING CONTRACT
2017-2018

Please read this document carefully. This Housing Contract is a legally binding document that details a set of conditions between you, (the “Resident”), and The University of Mississippi (the “University”). This Housing Contract may be terminated only under the conditions specified herein. Residents and their parents or guardians are urged to read carefully the terms and conditions of this Housing Contract. If the Resident is under 19, a parent or guardian must also sign this Housing Contract along with the Resident. We ask that your parent or legal guardian sign so they understand that you, the Resident, are entering a legally binding contract.

WITNESSETH:

The University has agreed and does hereby rent unto the Resident the premises described as Campus Walk at the University (the “Premises”) and all common area appurtenant to the apartment and to the Premises to be occupied and used based upon the terms, conditions and provisions herein set forth. As used herein, “Premises” also includes the real property appurtenant to the apartment building, including the parking lot as well as the apartment for a period of one academic year (fall semester and spring semester) and full summer or the remainder of the academic year and/or full summer term depending upon the time that the lease is signed after the start of the fall semester.

1. Period of Contract – fall semester 2017, spring semester 2018 and full summer semester 2018

2. University Housing Policy This signed contract becomes a legally binding document between the University and the Resident for both fall and spring semesters, or the time remaining at the time of assignment. The student housing application and contract are for accommodations in a living space and do not guarantee a specific building or roommate. Residents must be enrolled in the University to live on campus and are responsible for knowing and abiding by the rules and regulations contained in this contract, the M Book, the Student Housing website and University Policy Directory.

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 student housing application, and submitted a non-refundable \$75 application fee. Students must be at least 16 years of age to reside in on-campus housing facilities. (b) Reservations for continuing students—Currently enrolled students seeking advance housing reservations for the upcoming academic year are required to complete a new contract and remit a non-refundable \$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 reside in the living space. Violation of this restriction may result in fines, eviction from the living space, and/or expulsion from the University. The period of occupancy begins upon access card activation and will terminate 24 hours after his/her last class or examination. Residents are expected to vacate the premises at that time.

5. Billing The Resident is billed twice during the contract period, with each billing totaling a six-month period. The Resident will be billed for six months in the fall semester and the remaining six months in the spring semester. The contract binds a Resident to pay housing fees according to the University payment schedules for one academic year. The housing fees are billed per semester and are subject to final approval by the Institute of Higher Learning.

6. Services Provided As defined, “apartment” is one apartment consisting of 4 bedroom/bathroom spaces, living room, kitchen, and washer/dryer area. Housing fees include the following: water, sewer, trash removal from designated collection points, basic cable television, local phone service, internet service, and a portion of the electricity bill not to exceed \$130.00 per month for each apartment. In the event that the electricity bill for the entire apartment exceeds \$130.00 in a given month, the University will bill each of the residents of the apartment an equal share of the overage. Overage charges will appear on the Resident’s bursar account the following month. If the Resident changes apartments within the month, then he or she is responsible for overages in both apartments occupied during that month.

7. Assignment Priority Room selection is based upon the date the housing application, non-refundable \$75 application fee and housing contract are completed online in MyOleMiss. Room assignments based solely upon the Resident’s request are not guaranteed or implied. 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 either on or off University premises.

8. Assignments The University encourages diversity and does not make housing assignments illegally based on race, color, religion, national origin, sex, age, sexual orientation, genetic information, gender expression, physical or mental disability, or veteran status. The Department of Student Housing must uphold the University’s freshman residency requirement. In some circumstances freshmen may be assigned to Campus Walk. Housing accommodations for sophomores and upperclassmen will not be guaranteed.

9. 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 must be returned and access cards will be deactivated when occupancy is terminated. If a key is not returned, the lock will be changed immediately during business hours and a fee will be assessed to the Resident. Once the lock has been changed, the fee becomes non-refundable even if the key is located and returned to Student Housing.

10. Renewable The Resident understands that this lease is renewable in the spring semester for the following year by a priority date unless the Resident receives written notice from the University stating that this agreement will be terminated. If the Resident renews the lease but is assigned to a different space, the Resident must be present on the final day of the contract to move all personal belongings to the new space.

11. Cancellation Prior to the Start of a Semester Cancellations must be emailed to the Department of Student Housing (housing@olemiss.edu) by the cancellation deadline. The cancellation deadline for residents entering in the fall is July 1. The deadline for residents entering in the spring is December 1. The Campus Walk contract becomes binding after the cancellation period has passed, and residents enrolled at the University will be held financially responsible for the entirety of housing fees for fall, spring and summer.

12. Cancellation After the Start of the Semester The contract may be terminated after the start of a semester without forfeiture of housing fees only for the following reasons: graduation, 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 Resident's control. The Resident must complete a Request to Vacate form with the Department of Student Housing prior to the cancellation deadline, and documentation will be required to show cause for cancellation. Student Housing does not release residents who have decreased their class load from full- to part-time status, for failure to have read this contract completely, or for pre-existing medical conditions.

13. Withdrawal from the University Once the Resident officially withdraws he or she is no longer eligible to live in on-campus housing. The Resident must complete a Request to Vacate form with the Department of Student Housing. The Resident must also complete the checkout process to avoid a financial penalty and vacate the living space within 24 hours of the withdrawal. If a refund is issued, the housing fees are prorated based upon the date the room is vacated. If the Resident re-enrolls at the University during the period covered by the original housing contract, the Resident will be bound to the remainder of the contract.

14. Denied Admission, Suspension, or Dismissal If the Resident is not permitted to register at the University for an upcoming semester, the Resident must complete a Request to Vacate form with the Department of Student Housing prior to residence hall move-in for the semester. The completed form must identify the Resident's denied admission status. Once verified, the Resident will be responsible for arranging to check out of the residence hall prior to the beginning of the new academic semester. The Resident must complete the checkout process to avoid financial penalty.

15. Contract Appeals The Department of Student Housing offers an appeal process by which the Resident may request to be released from the housing contract. The appeal form and supporting documentation must be completed and submitted to Student Housing by established deadlines. Residents will be notified via email with details about the housing appeals process.

16. 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 Resident's failure to meet University requirements, policies, or regulations, 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 from the date of 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. The student will be responsible for housing fees for the entire contract period. In the event accommodations assigned to the student are destroyed or otherwise made unavailable through no fault of the student and the University does not furnish other accommodations, the contract shall terminate; all rights and liabilities of the parties hereto shall cease; and housing fee payments previously made shall be refunded on a prorated basis as of the date accommodations become unavailable.

17. Consolidation The University reserves the right to reassign the Resident during the semester at any time and possibly without notice in order to consolidate vacant spaces and to increase occupancy.

18. Overflow Accommodations The University reserves the right to make assignments to temporary or overflow housing to accommodate requests for housing. The policies and procedures contained within this document are also applicable to overflow housing assignments, which may be made on a temporary basis at the beginning of each semester.

19. Right of University to Relocate Residents The University reserves the right to relocate a Resident 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 that of other community members. When it is determined that the Resident is not residing in an assigned space, the University reserves the right to relocate the Resident from one space to another. The Resident will be notified of his or her obligation to the housing contract and will be advised that a space will be reserved should the Resident decide to return to on-campus housing.

20. Housing Changes Approved room changes occur during designated periods each semester. A \$100 per day charge will be assessed for illegal room changes and will be retroactively charged based on the date that the move took place, not the date the illegal room change was identified by appropriate staff members.

21. Responsibility for Personal Property The Resident assumes all responsibility for personal property and is strongly encouraged to provide his or her own personal property loss insurance/renters insurance. 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. "Abandonment," as used in the contract, means that (1) the Resident appears to have moved out in the University's reasonable judgment because of substantial removal of clothes, furniture, or personal belongings from the housing unit and/or (2) the date by which the Contract obligates the Resident to leave such room has passed. If there has been an abandonment of the unit, the University will remove and/or store all property remaining in the room or common area at the Resident's expense. The University shall not be held responsible for any missing or damaged items left by the Resident. The University reserves the right to throw away perishable items (food, medicine, or plants) or items deemed worthless. All other property removed and stored by the University shall, after 30 days, become the property of the University to be either used or disposed of in accordance with policies and procedures. The University will charge the Resident a fee for storage of items that is equal to the amount of storage fees incurred by the University.

22. Renter's Insurance; Release and Indemnity Provisions Resident shall be solely responsible for insuring any of his or her personal property located or stored upon the premises. The University is not responsible for damage, destruction, or loss resulting from theft, fire, smoke, weather, water damage, or any other hazard or casualty. The Resident by the execution hereof releases the University, its agents, employees or representatives from any and all liability or injury to the Resident, guests or anyone on said premises. This release shall be applicable to the entire facility, including parking areas, walkways, office space, or any other common areas, but not limited to the same.

Regardless of whether the Resident secures such insurance, the University shall assume no responsibility, and the Resident or other party to this contract shall, to the maximum extent of the law, release, indemnify, hold harmless and forever discharge the University and its agents and employees, for any and all liability, claims, demands, action and causes of action whatsoever arising out of or related

to any loss, theft, property damage or personal injury, including death, whether such losses occur in the Resident's room, the common area, or elsewhere in or around the premises.

23. Damages / Responsibility for Apartment Space It is the responsibility of the Resident to complete a Room Condition Report (RCR) within 24 hours of occupying his or her assigned space to report any damage to the Premises. The Resident shall pay for any assessed damages he or she causes to his or her room, the apartment or furnishings and/or appliances. 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, and walls contained in the room. Prior to termination of occupancy, Residents must complete the checkout process. This will be administered by a Department of Student Housing staff member who will inspect the area and assess for damages and missing property. Those vacating housing without following this procedure will be charged \$50 for improper check out plus the cost of repairs and replacement resulting from damages or missing items. If necessary, cleaning charges will be assessed.

24. Responsibility for Communal Property (Including but not limited to living rooms, laundry areas, and kitchens.) Residents are expected to take every precaution to ensure that communal property is properly maintained and not abused. In communal areas 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 or restoring the communal space to its original condition. The University reserves the right to enter communal spaces for cleaning and maintenance purposes.

25. Natural Disasters In the event of an unforeseeable cause beyond the control of and without the negligence of the University, including, but not limited to fire, flood, other severe weather, acts of God, interruption of utility services, acts of terrorism, the University reserves the right to maintain the safety of the premises by any means, including but not limited to temporarily or permanently removing the Resident from on-campus housing.

26. Termination of Contract During Emergencies If the on-campus residence hall/apartment premises and/or all or part of a residence hall/apartment complex is closed due to an emergency or natural disaster, the University may terminate this contract without prior notice. In no event shall the University be obliged to provide alternate housing to the Resident or to rebuild or replace any affected premises.

27. Firearms, Explosives, Fireworks, Flammables The possession or use of firearms, ammunition, explosives, fireworks, candles, halogen lamps, and other items detailed in the UM policy directory and Student Housing website is prohibited and can result in automatic eviction from University on-campus housing and/or suspension from the University.

28. Fire Safety Evacuation of University buildings is mandatory when a fire alarm sounds. The sounding of false alarms and tampering with firefighting or safety equipment including extinguishers, hoses, smoke detectors, EXIT signs, or pull boxes is prohibited. Those suspected of such offenses are subject to criminal prosecution, eviction from University on-campus housing, and/or expulsion from the University.

29. Inspections The University reserves the right to enter living spaces for inspection of facilities or to assess health, safety, readiness for occupancy, maintenance, and/or damages to space or equipment.

30. Incident Reports An incident report constitutes administrative written notice concerning a violation of Student Housing policies. These reports are issued by Community Assistants or Student Housing staff. Violations of Student Housing policies may be handled administratively or through Conflict Resolution & Student Conduct.

31. Alcohol and Controlled Substances Residents agree to avoid and refrain from the use, possession, or sale of any and all illegal narcotics and other controlled substances while on University property, which includes all residential areas. Residents must abide by the University and Student Housing policies regarding alcoholic beverages. Violations of Mississippi law and University policies are considered serious and may result in fines, eviction from on-campus housing, and/or expulsion from the University.

32. Responsibilities of the University The University agrees to exercise reasonable care to safeguard the health, safety, and property of each resident and will make a good faith effort to repair properly reported defects in residential facilities. The University shall not be liable for failure of water supply, electrical current, or heating/cooling systems; presence of insects or vermin; or the loss, damage, or injury to the Resident or his or her guest or the property of the Resident or guest. The University only provides liability for damages or injuries caused by negligence on the part of the University or its employees while working within the scope of their employment. The University is not liable for damage or loss of personal property. Students are strongly encouraged to secure their own personal property loss insurance.

33. Miscellaneous

a. Entire Agreement All University rules, regulations, policies and procedures (including those found in the M Book, in the UM Policy Directory, and on the Student Housing website) are incorporated herein and are part of this contract. No modification of this contract will be enforceable unless reduced to writing and signed by the Resident and the Director of Student Housing and/or his or her designee.

b. Waiver No waiver of any breach of any obligation or promise contained herein shall be regarded as a waiver of any future breach of the same or any other obligation or promise contained herein.

c. Amendment of Laws In the event that subsequent to the execution of this contract, any state statute regulating or affecting any duty or obligation imposed upon the University pursuant to this contract is enacted, amended, or repealed, the University may, at its option, elect to perform in accordance with such statute, amendment, or act of repeal in lieu of complying with the analogous provision of this contract.

d. Dispute Resolution Any disputes arising under this contract shall first be addressed to Department of Student Housing. Any appeals to decisions there from shall be resolved through the Office of the Vice Chancellor for Student Affairs or his or her designee. These procedures shall be followed prior to the Resident instituting any other legal proceedings.

e. Severability The invalidity of one or more provisions in this contract shall not affect the validity of any other provision hereof, and the contract shall be construed and enforced as if such invalid provision(s) were not included.

This contract is an agreement between the University and the individual Resident. It is for the fall, spring and full summer semesters and entitles the Resident to use the accommodations only in such a manner as set forth herein, in the UM Policy Directory, and on the student housing website. This contract may be terminated only under the conditions specified herein.

By signing this agreement I am stating that I have read and agree to the terms of this contract. Residents and their parents or guardians are urged to read carefully the terms and conditions of this agreement. If the Resident is under 19, a parent or legal guardian must sign this contract along with the Resident.

We ask that your parent or legal guardian sign so they understand that you, the Resident, are entering a legally binding contract; however, this contract is binding even if not signed by your parent or legal guardian.

This contract is not governed by the Mississippi Residential Landlord and Tenant Act § 89-8-1 et seq.

Lionel Maten, Assistant Vice Chancellor for Student Affairs and Director of Student Housing

The contract you are about to sign is a legally binding contract for the fall, spring and full summer semesters.