Please read this document carefully. This Lease Agreement is a binding document that details a set of conditions between you, (the “Resident”), and The University of Mississippi (the “University”). This Lease Agreement guarantees you a space in a campus apartment for the Agreement Term specified below. This Lease Agreement may be terminated only under the conditions specified herein. 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; however, this contract is binding even if not signed by your parent or legal guardian.

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 and full summer or the remainder of the academic year and/or full summer term if the lease is signed after the fall semester. (The academic year begins in the fall semester and continues through the following spring and summer sessions.)

I. General

1. No Subletting: Residents may not sublet or rent the Apartment, or any portion thereof, or permit any person who has not signed an agreement to lease the Apartment from the University to use as a residence.

2. Eligibility: Eligibility for residency on the premises is contingent upon completion of 30 hours of on-campus academic credit and the resident must, throughout his or her occupancy, be a registered University student. Residents withdrawing from the University while living on the premises will be subject to immediate eviction. The refund of the room rent is prorated based upon the date the room is vacated. If a resident re-enrolls in the University during the period covered by the original housing contract, the resident will be bound to the remainder of the contract.

3. Discrimination: The University does not discriminate illegally on the basis of race, religion, color, national origin, sex, age, sexual orientation, genetic information, gender expressions, physical or mental disability, or veteran status in the assignments of rooms or in the assignments of persons as roommates and rejects all requests for changes based upon such reasons.

4. Rules and Regulations: The Resident and his/her guests and agents shall comply with and abide by all of the University’s existing rules and regulations and such future reasonable rules and regulations as the University may, at the University’s discretion, adopt governing the use and occupancy of the Apartment and any common areas used in
connection with them. The Resident acknowledges that he or she has had access to and has read the Student Housing Handbook, which includes residential policies. A possible consequence may be eviction for violations of University policy, rules and regulations. Eviction may be immediate.

5. 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, severe weather, acts of God, interruption of utility services, acts of terrorism and other unforeseeable accidents, the University reserves the right to maintain a safe environment by any means, including, but not limited to, temporarily or permanently removing the Resident from the Apartment.

6. Renewable: The Resident understands that this lease is renewable in the Spring Semester for the following year by priority date unless the Resident receives written notice from the University stating that this agreement will be terminated.

7. Entry: The University or its duly authorized representative shall have the right, at any time, to enter upon and into the Premises for the purpose of health and safety inspections and/or making any necessary repairs or replacements.

8. It is understood and agreed that Resident has examined the Premises, and by execution thereof, accepts said premises in the present condition.

II. Financial Responsibilities

1. Billing: The Resident is billed twice during the Lease Agreement 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.

2. Services Provided: Rent includes 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 $120.00 per month for each apartment. As defined “apartment” is one apartment consisting of 4 bedroom / bathroom spaces, living room, kitchen and washer/dryer area. In the event that the electricity bill for the entire apartment exceeds $120.00 per apartment 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.

3. Application Fee: The Resident shall pay a non-refundable application fee in the sum of $75.00 to insure against default under the yearly agreement hereby provided.

4. Damages: The Resident agrees to notify the University promptly of any damage to the Premises. The Resident shall pay for any assessed damages he or she causes to Resident’s Room, the Apartment or furnishings or appliances therein. All residents of the Apartment will be liable to pay a prorated amount for any damage to the common areas of the Apartment or furnishings or appliances therein if the responsible individual cannot be identified by the University.
5. 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 complex, including parking areas, walkways, swimming pool, exercise room, office space, or any other common areas, but not limited to the same.

Regardless of whether Resident secures such insurance, the University shall assume no responsibility, and Resident or other party to this Agreement 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 Resident's Room, the Apartment, or elsewhere in or around the Premises.

6. 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 this Lease Agreement, 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) either 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 reserves the right to remove unauthorized items from breezeways. Property removed after abandonment will be thrown away by the University if it is perishable (food, medicine, or plants) or worthless in the University’s reasonable judgment. 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, equal to the amount of storage fees incurred by the University.

7. 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 and a fee will be assessed to the Resident.

III. Miscellaneous

1. Entire Agreement: All University rules, regulations, policies and procedures (including those found in the Student Handbook) are incorporated herein and are part of this Agreement. No modification of this Agreement will be enforceable unless reduced to writing and signed by Resident and the Director of Student Housing and/or his or her designee.

2. 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.
3. Amendment of Laws: In the event that subsequent to the execution of this Agreement, any state statute regulating or affecting any duty or obligation imposed upon the University pursuant to this Agreement 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 Agreement.

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

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

IV. Cancellation

1. 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 semester is July 1. The cancellation deadline for residents entering in the spring semester is December 1. The Campus Walk Lease Agreement becomes binding after the cancellation period has passed. Residents who are enrolled at the University will be held financially responsible for fall, spring and summer rent.

2. 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: 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 Cancellation Notification form with the Department of Student Housing prior to the cancellation deadline, and documentary evidence will be required to show cause for cancellation. The Department of 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.

3. Withdrawal from the University Once a resident officially withdraws, he or she can no longer live in University housing. The resident must complete a Contract Cancellation Notification form with the Department of Student Housing and the resident must officially check out of their room to avoid a financial penalty and vacate their living space within 24 hours of the withdrawal. The refund of the room rent is prorated based upon the date the room is vacated. If a resident re-enrolls in the university during the period covered by the original housing contract, the resident will be bound to the remainder of the contract.

4. Denied Admission, Suspension, or Dismissal If a resident is not permitted to register at the University for an upcoming semester, the resident must complete a Cancellation Notification form with the Department of Student Housing prior to the academic term. The completed form must identify the resident’s denied admission status. Once verified, resident will be responsible for arranging to move out of the living space prior to the beginning of the new academic semester. Resident must officially check out to avoid financial penalty.

Contract Appeals The Department of Student Housing offers an appeal process by which a resident may request to be released from the Campus Walk Lease Agreement. The appeal form and supporting documentation must be completed and submitted to the
Department Student Housing by the fifteenth working day of the semester for which the release is requested. A mandatory meeting will be scheduled.

**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, handbook expectations, 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 rent 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 rental payments previously made shall be refunded on a prorated basis as of the date accommodations become unavailable.

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

**IN WITNESS THEREOF,** the parties hereto affix their signatures on the date hereinafter referred to:

Lionel Maten, Director of Student Housing

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