VILLAGE APARTMENT HOUSING AGREEMENT

Department of Student Housing

THE UNIVERSITY OF MISSISSIPPI

Please read this document carefully. This Housing Agreement is a binding document that details a set of conditions between you, the Resident (the “Resident”), and The University of Mississippi (the “University”). This Housing Agreement guarantees you a space in a campus apartment for the Agreement Term specified below. This Housing Agreement 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 Housing Agreement. If the Resident is under 19, a parent or guardian must also sign this Housing Agreement 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 AGREEMENT, made and entered on __________________________ by and between the University of Mississippi

Department of Student Housing’s Village Apartments AND

/ _______________________________ WITNESSETH:

Resident

Student ID Number

WITNESSETH:

The University has agreed and does hereby rent unto the Resident, the premises described as Village Apartments 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 full summer if lease is signed after the Fall Semester. (The academic year begins in the fall semester continues through the following spring and summer sessions.)

General

1. The Resident agrees that there shall not be more than _________ persons including the Resident living in said apartment. Maximum occupancy in a two bedroom apartment is five persons, a one bedroom apartment is three persons and an efficiency is two persons. Additional residents of the apartment can only include immediate family members as defined by the family group:
   1. ____________________________________________
   2. ____________________________________________
   3. ____________________________________________
   4. ____________________________________________

2. The premises shall be used as a private, single family dwelling only; business activity or any kind of illegal use of the premises is strictly prohibited.

3. It is understood and agreed that resident agrees to accept and abide by the terms and conditions set forth in the Student Housing Handbook and all University regulations.

4. 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 the Apartment as a residence.

5. Eligibility: Eligibility for residency on the premises is contingent upon married status, participation in a graduate – level program of study, being the age of 21 or older, or being a parent. The Resident must, throughout his/her occupancy, be a registered University student. Residents withdrawing from the University while living in the premises will be subject to immediate eviction. The refund of the room rent is prorated based upon the date the room is vacated.

6. Discrimination: The University does not illegally discriminate on the basis of to race, religion, color, national origin, sex, age, sexual orientation, genetic information, gender expression, 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.

7. Rules and Regulations: The resident, and his or 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, from time to time, adopt governing the use and occupancy of the Apartment and any common areas used in connection with. The University reserves the right to make changes to the existing rules and regulations and to adopt additional reasonable rules and regulations in its sole discretion. The resident acknowledges that he or she has had access to and has read the Student Housing Handbook, which includes residential policies.

8. 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 and other unforeseeable accidents, 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 the Apartment.

9. Renewable: The resident understands that this lease is renewable in the spring of each academic year unless the resident receives written notice from the University stating this Housing Agreement will be terminated or the resident cancels this agreement by signing a contract cancellation at least (30) thirty days prior to the end of the semester term. FURTHER FAILURE TO GIVE THE
UNIVERSITY PROPER NOTIFICATION WILL RESULT IN THE RESIDENT BEING RESPONSIBLE FOR THE REMAINDER OF THE HOUSING AGREEMENT PERIOD. No refund will be made unless proper notification is given, original keys returned, and the apartment inspected by student housing staff.

10. 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 inspecting and/or making any necessary repairs or replacements.

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

II. Financial Responsibilities

1. Billing: Billing for the Village occurs three times: once in the fall, once in the spring, and once in the summer.

2. Services Provided: Rent includes the following: water, sewer, trash removal from designated collection points, local phone services, internet service (wireless not available), and electricity.

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. It is understood and agreed that the Resident’s failure to notify the University of damages shall render the Resident liable for any resulting damages to the Premises and shall result in the termination of this Housing Agreement. The Resident shall pay for any 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: 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.

   The Resident shall be solely responsible for insuring any of his or her personal property located or stored upon the Premises for the risks of damage, destruction, domestic disturbance or loss resulting from theft, fire, smoke, weather, water damage, and all other hazards and casualties. The Resident, by the execution hereof, releases the University, its agents, employees, or representatives, from any and all liability for any injury to the Resident, members of the household, guests, or anyone on said Premises. This release shall be applicable to the entire complex, 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 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 student’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 the Housing 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) 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. 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: Keys are provided for the Resident’s use. Failure to return all keys upon vacating the Apartment will result in a lock change and such charges will be assessed to the Resident.

8. The University has agreed and does hereby rent unto the resident, the premises described as Apartment Number _________ at The University of Mississippi for a period of not less than one semester. The resident understands that a refund of rent will be made only upon official withdrawal from the University.

III. Miscellaneous

1. Entire Agreement: All University rules, regulations, policies and procedures (including those found in the Village 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/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 there from shall be resolved through the Office of the Vice Chancellor of Student Affairs or his/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.

6. The Resident identified herein agrees to be enrolled as a University student while residing in the Premises.

A violation of this contract term shall constitute grounds for immediate eviction.

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:

Lessee___________________________________________________ Lessor ______________________________

Resident Housing Representative

Lionel Maten, Director of Student Housing

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