



THE UNIVERSITY OF MISSISSIPPI
2019 Summer Sessions Housing Contract

1. ACCEPTANCE OF CONTRACT— Please read this document carefully.

- a. This housing contract is a legally binding document governing all residence halls that details a set of conditions between you (the “Resident”) and the University of Mississippi (the “University” or “Student Housing”). This housing contract may only be terminated under the conditions specified herein. Residents and their parents or legal guardians are urged to read carefully the terms and conditions of this housing contract. If the Resident is under 19, a parent or legal guardian must also sign this housing contract, acknowledging that you, the Resident, is entering into a legally binding contract.
- b. Acceptance of this contract by the University does not constitute a commitment of admission to the University.

2. CONTRACT PERIOD AND ELIGIBILITY

- a. The Resident must be enrolled and registered for classes at the University of Mississippi or participate in a University of Mississippi approved program for the period covered by the housing contract. Dropping to part-time status after a summer session starts will not terminate this contract. If space is available, Student Housing, at its sole discretion, may permit a part-time University of Mississippi student to live in Student Housing.
- b. The Resident must be at least 16 years of age to reside in University of Mississippi Student Housing facilities.
- c. The term of this contract includes all summer sessions for which the Resident has a completed housing application and paid application fee including May Intersession, Summer First Term, Summer Second Term, and August Intersession.
- d. Moving out of the assigned space within Student Housing before the end of the contract is a violation of this contract, and the Resident will pay charges and penalties as outlined in this contract.

3. ASSIGNMENTS

- a. The University’s acceptance of this contract does not guarantee the Resident’s assignment to a particular residence hall, room type, or location. The Resident acknowledges that any preference indicated in the application or communicated to Student Housing with regard to a specific residence hall, room type, location, or roommate request are preference only and cannot be guaranteed. Entering into this contract legally obligates the Resident to make payment to the University for the assigned space, regardless of any Resident-indicated preferences concerning a specific residence hall, room type, location, or roommate. Failure to honor the Resident’s assignment preference will not void this contract.
- b. The University encourages diversity and does not make or alter housing assignments with regard to race, color, gender, sex, pregnancy, sexual orientation, gender identity or expression, religion, citizenship, national origin, age, disability, veteran status, or genetic information.

- c. If housing demand exceeds room-assignment capacity, the University reserves the right to make assignments to temporary or overflow housing to accommodate requests for housing pending assignment/relocation to a permanent living space either on or off University premises. The policies and procedures contained within this contract are also applicable to overflow housing assignments.
- d. This contract is between the University and the Resident 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 assigned space. Violation of this restriction may result in fines, eviction from the assigned space, and/or expulsion from the University.

4. PERIOD OF OCCUPANCY

- a. **Beginning of Occupancy:** The Resident is authorized to occupy the assigned space beginning on the date and time designated by Student Housing for which the Resident has a completed housing application and paid application fee. Any Resident moving into a residence hall before the date and time designated by Student Housing must have approval from the Director of Student Housing or designee and will be charged a daily rate in addition to standard housing fees.
- b. **Failure to Occupy:** The Resident's failure to occupy the assigned space each summer session by 12:00p.m. CT on the first day of classes entitles the University to reassign the Resident to another space and to assign the Resident's original space to another individual. If Student Housing receives written notification that the Resident's arrival will be delayed, the University will, within reason, hold the original assignment for the Resident. Failure to occupy an assigned space does not constitute a release from the housing contract with the University.
- c. **End of Occupancy:** The Resident may continue to occupy the assigned space for 24 hours after the completion of the Resident's last class or scheduled final examination. The Resident is expected to vacate the assigned space at that time. If this contract is terminated before the end of the contract period, the Resident may occupy the assigned room no later than 48 hours after the Resident is notified of the termination. These deadlines may be adjusted at the discretion of Student Housing.

5. ROOM CHANGES

- a. **Empty Bedspace:** In cases where one occupant moves from the assigned space, the Resident who remains assigned to the space agrees to exercise one of the following choices provided by Student Housing and in accordance with privatization guidelines and room change availability:
 - i. Request assignment to another room or request a specific roommate move into the unoccupied space. The Resident will be given the opportunity to request a roommate and have him or her complete the move by a specific deadline.
 - ii. Demonstrate willingness to accept a roommate at any time as directed by Student Housing, which means leaving the room in appropriate condition to accept another roommate any time during the contract period. The Resident does not have the option to reject a roommate assignment. Any inappropriate behavior, including not having the room in appropriate condition as specified by Student Housing to accept another roommate, or communication with the prospective roommate discouraging him or her from accepting the assignment, may result in relocation of the Resident to a new space and/or legal obligation to pay for a privatized room (if applicable), in addition to disciplinary action.
- b. **Right of University to Consolidate:** The University reserves the right to reassign at any time and possibly without notice in order to consolidate vacant spaces and to increase occupancy.

- c. **Right of University to Relocate Residents:** The University reserves the right to relocate residents 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, or when Student Housing requires the space to conduct facilities maintenance including renovations. If the Resident is relocated by the University he or she must complete the move within 48 hours of notification.

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.

- d. **Room Change Process:** All room changes must be approved by Student Housing. 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 unauthorized room change was identified by appropriate staff members.

6. HOUSING FEES

- a. This contract binds the Resident to pay housing rental fees according to University payment schedules for all summer sessions for which the Resident has a completed housing application and paid application fee. Housing rental fees are billed per summer session and are subject to final approval by the Board of Trustees of the Mississippi Institution of Higher Learning.

7. CANCELLATION

- a. **Cancellation Prior to the Start of Summer Sessions:** NO CANCELLATION of this contract will be accepted: for May Intersession after May 12, 2019; for Summer First Term after May 27, 2019; for Summer Second Term after June 26, 2019; and for August Intersession after July 28, 2019. Enrolled students will be responsible for the full cost of housing rental fees for the contract period.
- b. **Withdrawal from the University:** Students withdrawing from the University after the first day of class will be held liable for the prorated cost of housing rental fees based upon the date they move out of Student Housing. Once the Resident officially withdraws, he or she is no longer eligible to live in Student Housing. The Resident must complete a Request to Vacate form with the Department of Student Housing. The Resident must also complete the proper checkout process and vacate the assigned space within 48 hours of the withdrawal. Notifying Student Housing of intent to withdraw does not constitute proper checkout procedures. The Resident will continue to be responsible for all housing fees, even if the Resident has moved out of the assigned space, until the Request to Vacate is completed and the checkout processed, or until this contract is cancelled by Student Housing.

If a credit of housing fees is issued, the housing fees are prorated based upon the date the room is vacated, provided Student Housing has been properly notified. If the Resident re-enrolls at the University during the period covered by the original housing contract, the Resident will be legally bound to the remainder of the contract.

- c. **Denied Admission, Suspension, or Dismissal and Right of the University to Cancel:** If the Resident is not permitted to register at the University, the Resident must complete a Request to Vacate form with the Department of Student Housing. The completed form must identify the resident's denied admission status. Once verified, the resident, if currently living in student housing, will be responsible for arranging to move out of the living space. The Resident must complete the official checkout process to avoid further financial penalty.

If the Resident is suspended, expelled, or otherwise removed from the University or Student Housing for disciplinary reasons, the University will terminate the contract. In such cases, the Resident will be required to vacate the room within 48 hours after notification of such action by the University or sooner if, in the opinion of the Director of Student Housing or designee, there is a threat to the welfare of persons or property. When the Director of Student Housing or designee believes that the continued presence of the Resident living in Student Housing poses a continuing danger to persons or property, is a direct threat to persons or property, or is significantly disruptive to the normal operations of the residence halls or apartments, the Resident may be removed from Student Housing pending the outcome of the student conduct process and/or administrative contract review. The Resident will be responsible for housing fees for the entire contract period.

- d. **Official Checkout:** Official checkout from the assigned space consists of signing the Room Condition Report (RCR), completing a Request to Vacate form (if applicable), removing all personal belongings, cleaning the room, and meeting with a Community Assistant or other appropriate Student Housing staff member. If the Resident fails to follow the proper checkout procedure he or she will be assessed a \$100 improper checkout fee. If the Resident fails to check out of the residence hall by the date and time communicated by Student Housing for closing at the end of a summer session he or she may be assessed the \$100 improper checkout fee. This fee is in addition to any other damage charges, fees, or fines for which the Resident may be liable.

8. CORRESPONDANCE AND NOTIFICATION

- a. Student Housing will send notices/correspondence regarding important dates and deadlines, upcoming events, housing processes, fees, and notice of required action to the Resident's Ole Miss Gmail account. It is the responsibility of the Resident to check his or her Ole Miss Gmail for such notices. Student Housing will not be held responsible for the Resident's failure to read notices/correspondence.

9. TERMS OF OCCUPANCY

- a. **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 the 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 assigned space, 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 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 packing and storage of items.
- b. **Responsibility for Room:** It is the responsibility of the Resident to complete a Room Condition Report (RCR) within 3 days of occupying the assigned space to report any damage to the assigned space. Failure to complete the RCR within the time specified will constitute conclusive proof of acceptance by the Resident of the room or, its furnishings, and fixtures as being in the condition noted by Student Housing staff. During the period of occupancy covered by the housing contract, the Resident is responsible for the condition of the assigned space and shall reimburse the University for damages to

the space, whether the damage was a result of committing an act, or failure to act to prevent the damage. The Resident is also responsible for loss of fixtures, furnishings, or properties, including full cost of replacement, furnished under the contract. No alterations are to be made to the furniture provided by the University. Every piece of furniture in the assigned space at the time the Resident moves in must stay in the space for the duration of residency. The Resident may not move, trade, or store furnishings from the assigned space.

- c. **Condition of Space:** The Resident is responsible for maintaining the cleanliness of the assigned space. Charges may be assessed to the Resident for damage to, unauthorized use of, or alterations to rooms, furnishings, appliances, equipment, locks, or buildings, and for special cleaning necessitated by improper care of rooms, furnishings, appliances, or equipment whether within the Resident's assigned space or on the floor or in the area of the residence hall or wherein the Resident's assigned space is located.

The Resident acknowledges and understands that (a) the assigned space is located in a climate with temperatures, humidity, and other naturally occurring conditions that normally allow the growth of mildew in locations where dampness or moisture are present; and (b) upon moving into the assigned space, the Resident will have control over and knowledge concerning conditions in the interior of the assigned space. Therefore, the Resident agrees to:

- i. Maintain the assigned space in a clean condition by mopping, vacuuming, or wiping hard surfaces with a household cleaner.
 - ii. Remove visible moisture or condensation on floors, walls, windows, ceilings, and other surfaces promptly.
 - iii. Take other measures as may be necessary to prevent mildew from accumulating in the assigned space (including without limitation reporting immediately to the University any evidence of water leaks or mildew-like growth).
- d. **Responsibility for Communal Property:** Communal property includes but is not limited to hallways, bathrooms, stairwells, elevators, lounges, living rooms, utility rooms, and kitchens. In buildings or 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 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 including but not limited to kitchens, laundry rooms and living rooms for cleaning and maintenance purposes and to determine the use of all lounges, common, and public areas in the residence halls and apartments.
- e. **Keys and Access Cards:** The Resident agrees not to loan and/or duplicate keys (if applicable) 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 ends. 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.
- f. **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 Student Housing, and/or expulsion from the University.

- g. **Weapons:** As detailed in the UM policy directory and Student Housing website, the possession of weapons is prohibited within residence halls or student housing at all times, regardless of whether one has in their possession a valid, unexpired state enhanced concealed carry firearms permit or the equivalent permit issued by a state with a reciprocity agreement with Mississippi and can result in automatic eviction from Student Housing and/or suspension from the University.

For the purposes of this policy, a weapon is any dangerous instrument used, attempted or threatened to be used, or is readily capable of being used to cause death or serious physical injury, including but not limited to the following: any gun, shotgun, rifle, pistol or other firearm, any device from which a shot, projectile, or other object may be discharged by force (whether operable or inoperable, loaded or unloaded), nooses, sticks, poles, pipes, "nun-chucks," blackjacks, leaded canes, brass or metallic knuckles, bowie knives, dirk knives, butcher knives, switchblade knives, daggers, blades, machetes, swords, hatchets, metal spikes, bow and arrows, slingshots, metal darts, razors and razor blades (except as used for personal grooming), "BB guns," "air rifles," "air pistols," pellet guns, paint ball guns, laser pointers, fire, dynamite, dynamite cartridges, bombs, grenades, torches, gun powder, firecrackers, fireworks, mines or powerful explosives, and any other pyrotechnic, incendiary or explosive devices.

To ensure the safety of all persons on its campus, to protect University property and to ensure no disruption of its educational mission, the University also prohibits the wearing of masks, disguises and other means of concealing one's identity. The wearing of protective gear, such as body armor, shields and chainmail, is likewise prohibited.

- h. **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.
- i. **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.
- j. **Incident Reports:** An incident report constitutes administrative written notice concerning a violation of the housing contract and/or Student Housing policies. These reports are issued by Community Assistants or other Student Housing staff. Violations of Student Housing policies may be handled administratively or through Conflict Resolution & Student Conduct.

10. BEYOND UNIVERSITY CONTROL

- a. **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.
- b. **Termination of Contract During Emergencies:** If the on-campus residence hall premises and/or all or part of a residence hall or 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.

11. RELEASE; INDEMNIFICATION; HOLD HARMLESS

- a. The 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.
- b. Regardless of whether 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 Resident's room, the common area, or elsewhere in or around the premises.

12. RESPONSIBILITIES OF THE UNIVERSITY

- a. The University agrees to exercise reasonable care to safeguard the health, safety, and property of the 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 a resident or his or her guest or the property of the Resident or guest. In the event of utility or facility disruptions, housing rental fees will not be reimbursed.
- b. 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.

13. MISCELLANEOUS

- a. **Entire Agreement:** All University rules, regulations, policies and procedures (including those found in the M Book, 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 or 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 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 not governed by the Mississippi Residential Landlord and Tenant Act § 89-8-1 et seq.