



THE UNIVERSITY OF MISSISSIPPI 2021-2022 Student Housing Contract

1. **Purpose.** This contract specifies the terms and conditions for all student housing assignments at the University of Mississippi (hereinafter “University” or “Student Housing”) for the 2021-2022 academic year. Resident must execute this housing contract via electronic signature through the Student Housing Portal. If Resident is under the age of nineteen (19), Resident’s parent or guardian must also execute the contract. This housing contract is legally binding and effective when fully executed by Resident and Resident’s parent or legal guardian, if required. The contract constitutes Resident’s agreement to reside in student housing during the fall and spring semesters of the 2021-2022 academic year. This contract may only be cancelled or terminated as stated below.

2. **Eligibility.** Resident must be at least sixteen (16) years old, on or before the first date of occupancy, to reside in a University residence hall, residential college, Campus Walk apartment, or Northgate apartment. Acceptance of this contract by the University does not constitute a commitment of admission to the University. Resident must earn admission to the University and must remain admitted, enrolled, and registered for classes during the entire term of the housing contract. Resident does not become ineligible for student housing, nor is the housing contract otherwise void or terminated, if during the term of the contract Resident switches from full-time to part-time enrollment, transfers to one of the University’s branch campuses, or enrolls in online courses. Student Housing, at its sole discretion, may allow a part-time student to reside in student housing.

A registered sex offender is ineligible for student housing and may not reside in any University residence hall, residential college, Campus Walk apartment or Northgate apartment. If Resident executes a housing contract, but fails to disclose that he or she is a registered sex offender, or is required by the law of any state to register as a sex offender, Resident’s housing contract will be immediately terminated. Resident will be required to vacate his or her housing assignment within twenty-four (24) hours, or at a more expedient time as mandated by Student Housing. Resident will not be eligible for a refund or credit of any housing fees.

3. **Housing Priority.** First-year students are given priority over all other students in the housing assignment process. If Resident is a first-year student, Resident’s housing assignment will be confirmed after Resident is admitted to the University, submits a non-refundable \$75.00 housing application fee, and submits an executed housing contract through the University’s Student Housing Portal. If Resident is not a first-year student, but an existing University or transfer student, Resident must submit an executed housing contract and the \$75.00 housing application fee each academic year that Resident seeks housing. Resident acknowledges and agrees that housing assignments for sophomores and other upper-level students are not guaranteed until the University confirms such in writing.

4. **Contract Term.** The duration or term of Resident’s housing contract is dictated by Resident’s specific housing assignment. The term of a housing contract for Campus Walk apartments is twelve (12) calendar months. This 12-month period is prorated if Resident executes a housing contract after the beginning of the fall semester for the academic year.

Housing contracts for Northgate apartments and all other University residence halls and residential colleges are for one academic year (the fall and spring semester) or for the remaining portion of any academic year if Resident executes a housing contract after the start of the fall semester for that academic year.

5. Housing Fees. Housing fees are subject to the prior approval of the Board of Trustees of Institutions of Higher Learning. Student Housing reserves the right, with Board approval, to raise, lower, or modify its housing fees without prior notice to Resident, who must pay any assessed housing fees in accordance with the applicable payment schedule published by the University. Resident's failure pay any housing fees imposed under this contract may result in a hold on Resident's bursar's account, transcript, or graduation eligibility.

Housing fees for Campus Walk apartments are billed in two equal installments during the 12-month housing contract. The first installment is billed prior to the start of the fall semester of an academic year. The second installment is billed prior to the spring semester. Housing fees for Northgate apartments and all other University residence halls and residential colleges are billed per semester prior to the start of each semester.

6. Breaks and Holiday Closures. This housing contract does not provide for student housing during the Thanksgiving holidays or other breaks when the University is closed, except as stated in this paragraph. If Resident's housing assignment is in one of the following facilities, Resident may continue to occupy his or her assigned room during Thanksgiving break, winter break, and spring break: Campus Walk apartments, Northgate apartments, Luckyday Residential College, Residential College South, RH1, RH2, or RH3. If Resident is assigned to any other University residence hall, Resident must vacate Resident's assigned room during Thanksgiving break, winter break, and spring break.

While this housing contract remains in effect, Resident will be offered student housing if Resident enrolls in winter intersession. Resident should notify Student Housing if Resident seeks housing during a break or holiday closure. Supplemental student housing during breaks and holidays may be available to Resident at an additional cost.

7. Amenities and Utilities. The University's residence halls, residential colleges, and Northgate apartments include basic cable television, local telephone service, internet service, and utilities.

Campus Walk apartments have the following amenities and utilities: water, sewer, trash removal from designated collection points, basic cable television, local phone service, internet service, and a partial credit for the electricity bill not to exceed \$130.00 per month for each apartment. If an electricity bill for a particular apartment exceeds \$130.00 in a given month, the University will bill each of the residents assigned to the apartment an equal share of the overage, notwithstanding the resident's actual usage or time in the apartment that particular month. Overage fees will be charged to the Resident's bursar account the following month. If Resident is reassigned to a different Campus Walk apartment within a thirty-day period, Resident will be partially responsible for any electrical overages occurred in both apartments assigned to Resident that month.

8. Housing Assignments and Preferences. The University encourages diversity and complies with all applicable antidiscrimination laws. The University does not discriminate and will

not approve, alter, or allow any housing assignment based upon illegal considerations regarding race, color, gender, sex, pregnancy, sexual orientation, gender identity or expression, religion, citizenship, national origin, age, disability, veteran status, or genetic information.

Student housing utilizes a selection process, where Resident may indicate Resident's preferred floor, room, or bed space. Resident acknowledges and agrees that any stated preference is not guaranteed. Resident has no contractual right to a particular room or room location, or assignment to a particular residence hall, residential college, or University apartment. Resident is not allowed to cancel or terminate Resident's housing contract if Resident's housing preference is not honored and shall remain liable for all applicable housing fees.

9. Occupancy.

A. Beginning Occupancy. Resident is authorized to access Resident's assigned residence hall, residential college, or apartment on the date and time specified by Student Housing. Resident may request an early move-in date if the option is available. If Student Housing grants Resident's request, Resident must complete an early check-in agreement and will be charged a daily room rate for the early dates of occupancy. The daily room rate will be imposed in addition to any other housing fees Resident is assessed. The daily room rate will be charged to Resident's bursar's account, whether or not Resident actually exercises the option for early check-in that Student Housing approved.

B. Failure to Occupy. Resident's failure to occupy Resident's assigned room or apartment does not cancel or terminate Resident's housing contract or relieve Resident of the obligation to pay all assessed housing fees. The University may modify Resident's housing assignment or reassign Resident's room or apartment, if Resident does not take occupancy by 12:00 pm central on the first day of classes for the academic semester. Resident may seek prior approval from Student Housing for a delayed arrival. If the request is granted, Student Housing will hold Resident's housing assignment for a reasonable period of time, but no more than thirty (30) days. Resident will not receive a refund or credit for the days that Resident's room or apartment remains unoccupied.

C. End of Occupancy. Resident is expected to occupy Resident's assigned room or apartment for the applicable period specified in this housing contract. If Resident is assigned to a Northgate apartment, or any University residence hall or residential college, Resident is expected to move out within twenty-four (24) hours after Resident's last scheduled final examination or within 24 hours after the last scheduled final examination listed on the official University calendar, whichever is later.

If Resident is assigned to a Campus Walk apartment, Resident is not required to move-out until the 12-month contract period ends or the contract is otherwise terminated or cancelled as specified herein. If Resident voluntarily elects to move-out earlier, Resident will not receive a refund or credit of any housing fees.

10. Room Condition Report. Resident must complete a Room Condition Report (RCR) within three (3) days of taking occupancy of an assigned room or apartment. Resident's failure to complete the RCR shall be deemed an acknowledgement that Resident's room or apartment, including all furniture, fixtures and appliances, are in good and workable condition, free from defect or damage.

- 11. No Sublease or Assignment.** Resident shall not rent, sublease, transfer, or assign Resident's assigned room or apartment to any person for any reason.
- 12. Unauthorized Occupancy and Guests.** No person other than Resident and Resident's University-approved roommate may reside in Resident's room or apartment. Resident acknowledges and agrees that this housing contract does not authorize family housing. Children are not allowed in University residence halls, residential colleges, or apartments as day or overnight guests.
- 13. Unauthorized Room Changes.** Student Housing must approve any changes to Resident's housing assignment. If Resident exchanges rooms or housing assignments with another resident without the requisite prior approval, Resident will be assessed a \$100.00 unauthorized change fee each day that Student Housing determines, upon reasonable inquiry and investigation, that Resident occupied the unauthorized room or apartment. The unauthorized change fee will be charged to Resident's bursar account.
- 14. Empty Bed Space.** Resident may be assigned a roommate, depending on Resident's specific housing assignment. If a roommate's housing assignment is cancelled or terminated, Resident must keep Resident's assigned room or apartment in a neat and orderly condition, so that it remains readily accessible and available for a replacement roommate. Resident will have a reasonable opportunity to identify a new roommate or request a room change by a specific deadline. If Resident takes no action, Student Housing will designate the vacant room or bedspace as available for selection by another student. Resident may not refuse or reject an assigned roommate and shall not engage in any conduct intended to deter a prospective new roommate from accepting the housing assignment.
- Resident may also request a private room for the rest of the academic semester if Resident's roommate discontinues his or her housing assignment. Student Housing, in its sole discretion, may grant or deny Resident's request. Resident may incur increased housing fees for a private room, and all such fees will be charged to Resident's bursar account.
- 15. University's Right to Relocate Resident.** Student Housing reserves the right to relocate Resident or otherwise modify Resident's housing assignment where the circumstances warrant, including to complete housing renovations, maintenance, or construction; to implement public health recommendations; to impose disciplinary sanctions or supportive measures for Resident or another student; to resolve roommate conflicts; or to implement orders issued by local, state, or federal government. Resident is expected to relocate within forty-eight (48) hours of receiving notice from Student Housing, unless Student Housing specifies a different time in writing.
- 16. University's Right to Consolidate.** Student Housing reserves the right to relocate Resident to consolidate vacancies or increase the occupancy of its residence halls, residential colleges, or apartments.
- 17. Temporary or Overflow Accommodations.** If the demand for student housing exceeds capacity, Student Housing may assign Resident to temporary or overflow housing. Any such assignment shall be governed by this housing contract.

18. Cancellation.

A. Cancellation Before the Start of an Academic Semester. If Resident will not be enrolled and registered during the contract term, Resident must submit a cancellation form through the Student Housing Portal at any time prior to the start of an academic semester to cancel Resident's housing contract. If Resident will be enrolled and registered during the contract term, Resident's right to cancel the housing contract before the start of an academic semester turns on whether Resident is subject to the University's freshman residency requirement. Students who are classified as freshman, or who have completed less than thirty (30) credit hours post-high school, are required to live on campus for two consecutive semesters, unless they are exempt from the freshman residency requirement. If Resident is subject to the freshman residency requirement, Resident is not eligible to cancel the housing contract. If Resident has fulfilled the freshman residency requirement, Resident must submit a cancellation form through the Student Housing Portal on or before July 1, 2021 to cancel the housing contract prior to the start of the fall semester 2021. Resident must submit the cancellation form through the Student Housing Portal on or before December 1, 2021 to cancel the housing contract prior to the 2022 spring semester. Cancellation by any other means, made to any other University department, or submitted after the applicable deadline is neither valid or effective. If Resident does not submit the cancellation form through the Student Housing Portal by the specified deadline, Resident remains responsible for all housing fees imposed under this contract.

B. Cancellation After the Start of an Academic Semester. Resident may cancel the Housing Contract after the start of an academic semester, without forfeiting any housing fees, for one or more of the following circumstances only: (a) the completion of graduation requirements, (b) official withdrawal from the University, (c) transfer to another institution, (d) marriage, (e) pregnancy, (f) birth or legal guardianship of an infant or minor, (g) active duty military service during the period of the housing contract, (h) participation in academic programs that require Resident to relocate out of the area (*e.g.*, student teaching, study abroad, internships), and (i) circumstances that are determined by the University, in its sole discretion, to be beyond the Resident's control. Resident must provide sufficient documentation or corroborating information supporting Resident's request. Student Housing can request additional information or make reasonable inquiry about the facts underlying Resident's request.

C. Housing Contract Appeal. The Student Housing Appeals Committee is a University committee that reports to the Vice Chancellor for Student Affairs ("the Committee"). Resident may petition the Committee in writing to cancel Resident's housing contract for sudden, unforeseeable extenuating circumstances, such as a severe medical condition or extreme financial hardship that renders it necessary for Resident to obtain alternate housing. Resident acknowledges and agrees that the Committee has sole and absolute discretion to grant or deny Resident's appeal. The Committee's decision shall be final and not subject to further review. If the Committee grants Resident's housing appeal, Resident's sole relief shall be a full, partial, or prorated credit of housing fees as of the date that the Committee issues its decision.

19. Abandonment. Resident may not cancel or terminate Resident's housing contract by prematurely vacating Resident's assigned room or apartment before the expiration of the contract term. If Student Housing determines, in its sole discretion, that Resident has abandoned Resident's assigned room or apartment, Student Housing reserves the right to forfeit, modify, or reassign Resident's housing assignment. Resident shall receive no refund or credit of any housing fees. Student Housing also reserves the right to discard, remove, or store any property that Resident may

have left behind, *i.e.*, abandoned, at Resident's expense. Perishable items (*e.g.*, plants, medicine, beverages, or food) will be discarded promptly. Resident acknowledges and agrees that Student Housing has no liability or responsibility to Resident for any abandoned property.

20. Resident's Withdrawal or Graduation. Resident is no longer eligible to reside in student housing once Resident officially withdraws from the University or graduates. Resident must submit a Request to Vacate through the Student Housing Portal. Resident must also complete the checkout process specified in this contract and vacate Resident's assigned room or apartment within forty-eight (48) hours of the withdrawal or 12:00 noon the day of graduation, whichever is earlier. Until Student Housing processes the Request to Vacate and the check-out process is concluded, Resident remains responsible for all housing fees, even if Resident has moved out of Resident's assigned room or apartment. If Resident is eligible for a credit of housing fees, the credit will be prorated as of the date that Resident vacated the assigned space, or the date the Resident officially withdraws from the University, as determined by Student Housing in its sole discretion. If Resident withdraws from the University but re-enrolls during the contract term governing this contract, Resident will be bound by this contract until it expires or terminates.

21. Denied Admission. If Resident is denied admission to the University for non-disciplinary reasons after executing this contract, Resident must submit a Request to Vacate through the Student Housing Portal. To avoid the assessment of any housing fees, Resident must also complete the check-out process, if applicable, before the start of the academic semester.

22. Disciplinary Removal. Resident is prohibited from residing in student housing if suspended, expelled, or otherwise removed from the University or Resident's assigned room or apartment for disciplinary reasons. Resident will be required to vacate Resident's room or apartment within 48 hours of notification of the disciplinary sanction, unless Student Housing mandates a more expedient removal. Resident is ineligible for a refund or credit of housing fees because of a disciplinary removal and remains responsible for any assessed housing fees.

23. Emergency Removal. If the Director of Student Housing determines that Resident's continued presence in student housing poses a direct threat or imminent risk of harm to Resident, another student, or a University employee, or is materially disruptive to the normal operations of any residence hall, residential college, or University apartment, Student Housing may require Resident's immediate removal from Resident's assigned room or apartment. This removal may be temporary or permanent, and may be implemented before the resolution of any student conduct proceeding or law enforcement matter. Resident remains responsible for any assessed housing fees and is not eligible for a refund or credit of any fees.

24. Revoked Access. If Resident fails to timely vacate a University residence hall, residential college, or apartment upon withdrawal, graduation, or removal from Resident's assigned room or apartment, Student Housing reserves the right to revoke or remove Resident's access to the assigned space.

25. Room or Apartment Access. Resident's housing assignment will be programmed on Resident's University-issued Student ID. If Resident loses his or her Student ID, Student Housing may provide Resident a temporary access card until Resident receives a replacement ID. Resident may not loan or duplicate the temporary access card and must return it to Student Housing. Any lost or stolen temporary access card must be reported to Student Housing immediately. Resident will be assessed a \$15.00 replacement fee if the temporary access card is not returned.

- 26. Locks.** Resident is prohibited from changing or installing any locks on any doors in Resident's assigned residence hall, residential college, or apartment. If Student Housing is required to change a door lock or sensor because Resident installed an unauthorized lock, lost an access card, or made an unauthorized duplicate, Resident shall reimburse the University the cost of the replacement lock or sensor.
- 27. Security.** Resident is prohibited from propping open or otherwise tampering with a locked or secured door. Resident must not allow unauthorized person(s) entry or access to a University residence hall, residential college, or apartment.
- 28. Parking.** Resident's housing contract does not include campus parking. Resident may contact the University's Department of Parking and Transportation for parking.
- 29. Fire Safety.** Resident must evacuate any student housing facility or University building when a fire alarm sounds. Resident acknowledges and agrees that activating a false alarm and the tampering with any fire safety equipment, including fire extinguishers, hoses, smoke detectors, exit signs, or pull boxes, is strictly prohibited. Student Housing will report any fire safety offenses to the fire department. The penalty for such offenses may include student disciplinary sanctions, removal from Resident's housing assignment, fines, and criminal prosecution.
- 30. Alcohol, Illegal Controlled Substances, and Smoking.** The use and possession of alcohol and illegal controlled substances in any University residence hall, residential college, or apartment is prohibited. Smoking, including the use and possession of e-cigarettes, is likewise prohibited.
- 31. Weapons.** Firearms, explosives, and any other weapon, as defined in the University's Housing Weapons Policy and Campus Weapons Policy, as amended from time to time, are strictly prohibited in all University residence halls, residential colleges, and apartments. Resident's use or possession of a firearm in any student housing facility is prohibited, whether or not Resident possesses a valid, unexpired state enhanced concealed carry firearms permit, or the equivalent permit issued by another state. Resident has a continuing obligation to read and abide by the University's Housing Weapons Policy and Campus Weapons Policy, which are incorporated by reference as if fully stated herein.
- 32. University's Maintenance and Repair Obligations.** The University will exercise reasonable care regarding Resident's health, safety, and property and will make a good faith effort to promptly repair any damage or defects in any University property, facilities, or premises. From time to time, the University may temporarily disconnect its heating/cooling system, water supply, or electrical system to perform maintenance, service, or repair. The University is not liable and assumes no responsibility for any inconvenience or damage to Resident or Resident's property because of this limited disruption of service or any other disruption of service due to inclement weather, a natural disaster, or other development beyond the University's control.
- 33. No Liability for Resident's Property.** The University is not liable and assumes no responsibility for any loss or damage to Resident's personal belongings or property, whether arising from theft, fire, smoke, inclement weather, water damage, or any other hazard or casualty. Resident is advised to maintain the appropriate insurance at Resident's expense to cover such losses.

34. Resident's Maintenance and Care Obligations. Resident is required to maintain Resident's assigned room, apartment, and any common areas of a residence hall, residential college, or University apartment in a neat and sanitary condition. Resident acknowledges and understands that: (a) Resident's assigned room or apartment is located in a climate with temperatures, humidity, and other naturally occurring conditions that allow the growth of mildew in locations where dampness or moisture are present, and (b) upon moving into the assigned space, Resident will have control over and know the conditions of Resident's room or apartment. Resident shall: (a) sweep, mop, vacuum, or wipe hard surfaces with a household cleaner, (b) promptly remove any visible moisture or condensation from floors, walls, windows, and other surfaces reasonably within Resident's reach, and (c) take the reasonable measures necessary to prevent mildew from accumulating in Resident's assigned room or apartment. If Resident detects any leaking water, mildew, or condensation on the ceilings or otherwise beyond Resident's reach, Resident must timely notify Student Housing. Resident must also advise Student Housing of any other maintenance or repair issues as soon as they become known to Resident.

Resident is not allowed to paint or otherwise make any permanent alterations to Resident's assigned room, apartment, appliances, fixtures, or furniture. The removal of any appliances, fixtures, or furniture from Resident's room or apartment is prohibited, nor may Resident store the items offsite, or trade or exchange them with another student.

All of Resident's personal belongings must be removed from Resident's assigned room or apartment at the end of Resident's housing contract or the termination of Resident's housing assignment, whichever comes first. Resident's room or apartment, including the floor, should be free of debris and any trash cans must be emptied. If any room configuration has been altered (*e.g.*, furniture or beds moved or disassembled, chairs or desks rearranged), the room must be returned to its original configuration.

If Resident or one of Resident's guest(s) abuses, alters, destroys, or damages Resident's room, apartment, or common area of any housing facility, Resident shall reimburse the University for the cost of any housekeeping services, maintenance or repair, or replacement furniture, fixtures, or appliances. Any such reimbursement costs will be charged to Resident's bursar's account.

35. Resident's Responsibility for Communal Property. University communal property includes, but is not limited to, hallways, bathrooms, stairwells, elevators, lounges, living rooms, utility rooms, and kitchens located in the common areas of a residence hall, residential college, or University apartment. Resident acknowledges and agrees that if Student Housing determines that any communal property has been damaged or destroyed but the responsible individual(s) cannot be identified, all student housing residents with access to the communal property may be required to pay an equal share of the cost to repair the damage, restore the communal space to its original condition, or complete community service hours. Any such costs will be charged to Resident's bursar's account.

36. University's Right to Enter and Inspections. Student Housing reserves the right to enter Resident's assigned room or apartment at any time in case of an emergency, including to conduct a welfare check to assess health and safety. Student Housing reserves the right to enter Resident's assigned room or apartment at reasonable times, upon reasonable notice, to conduct maintenance or inspection of plumbing, HVAC, and electrical systems; to perform repairs, alterations, improvements, rodent or insect abatement; or to provide maintenance and care of the premises. The University's residence halls, residential colleges, and apartments, including Resident's assigned room,

will be periodically inspected at reasonable times, upon reasonable notice, for damages, health and safety violations, to determine readiness for occupancy, and to verify compliance with applicable law and University policy.

37. Checkout Procedures. Resident must comply with the following Student Housing checkout procedures, which may be amended or updated from time to time. Resident must complete the RCR and meet with a Student Housing community assistant or other staff member, who will conduct an inspection of Resident's assigned room or apartment. Resident may also elect to complete the Express Checkout Process instead. Resident must return any temporary access card, submit the applicable Request to Vacate form, remove Resident's personal belongings, and clean Resident's room or apartment consistent with the requirements specified in this contract. Resident will be assessed a \$100.00 checkout fee if Resident does not comply with the check-out procedure. Resident will be assessed an additional \$100.00 checkout fee if Resident does not vacate Resident's assigned room or apartment by the required time, *e.g.*, by the end of the applicable occupancy period specified in this housing contract, or by a date and time otherwise specified by Student Housing, including as required under an emergency or disciplinary removal. The checkout fee will be charged to Resident's bursar's account.

Any personal belongings that Resident leaves behind after the expiration, cancellation, or termination of Resident's housing contract will be deemed abandoned within the meaning of paragraph nineteen (19) of this contract and handled accordingly.

38. Termination.

A. Unforeseeable Circumstances. In the event of unforeseeable circumstances beyond the control of the University, including but not limited to fire, flood, inclement weather, natural disasters, acts of God, interruption of utility services, attempted or acts of terrorism, war, declarations of war, local, state, or federal declarations of emergency, pandemic, epidemic, or infectious disease, the University reserves the right to maintain the safety of its University community and University property by any reasonable means, including but not limited to temporarily or permanently removing Resident from student housing or modifying Resident's housing assignment. The University will specify the timeframe for any removal or modification in writing.

If any residence hall, residential college, or University apartment is closed or unavailable due to an unforeseeable circumstance or natural disaster contemplated by paragraph thirty-eight (38), the University, in its sole discretion, may terminate Resident's housing contract without prior notice to Resident. The University shall have no obligation to provide alternate housing for Resident, rebuild or replace any affected University property or premises, or issue Resident a refund or credit of any housing fees costs, or other housing-related expenses.

B. State of Emergency or Communicable Disease. Resident acknowledges and agrees that the University may take specific measures to protect the public health of its University community and the surrounding community in response to a state of emergency, COVID-19 or another communicable disease, or other reasons deemed to be in the best interests of the University. Resident acknowledges and understands that these measures may include terminating Resident's housing contract, changing Resident's housing assignment, closing residence halls, residential colleges, or University apartments, shortening the academic term, and/or modifying how

coursework is delivered. Resident acknowledges and agrees that if the University takes any such measures, including in response to COVID-19 or for COVID-19 related reasons, or otherwise terminates Resident's housing contract for one of the unforeseeable circumstances specified under paragraph 38: (a) Resident shall have no option or right to cancel the housing contract for either circumstances beyond Resident's control or unforeseeable extenuating circumstances under paragraph eighteen (18), and (b) Resident shall receive no refund or credit of any housing fees, costs, or other housing-related expenses unless the University, in its sole discretion, notifies Resident otherwise.

39. Waiver and Release of Liability. In exchange for the housing provided for under this contract, Resident knowingly and voluntarily waives, releases, and holds harmless the University for any present or future claims, demands, causes of action, or liability of any kind, for any injury, loss, death, or damage either related to or arising out of Resident's use or occupancy of any University residence hall, residential college, or apartment, including any parking areas, walkways, and other common spaces. Resident acknowledges and agrees that this release is intended to be as broad and inclusive as authorized under Mississippi law and shall be binding on Resident and Resident's agents, representatives, heirs, and assigns. If any part of this release is deemed by a court to be invalid, the remaining parts of the release will remain valid and enforceable.

40. Incident Report. Where the circumstances warrant, Student Housing may issue Resident an administrative incident report that provides Resident written notice of any alleged housing violation or violation of University policy. Depending on the nature of the allegations, the matter may be addressed with Student Housing, through the University's student conduct process, or reported to the University Police Department or the pertinent law enforcement authority.

41. Dispute Resolution. This housing contract shall not be governed by the Mississippi Residential Landlord and Tenant Act, Miss. Code Ann. § 89-8-1, *et. seq.* Resident should present any complaints or disputes arising under this contract in writing to Student Housing. If Student Housing issues a decision adverse to Resident, Resident may appeal that decision to the Office of the Vice Chancellor for Student Affairs or the Vice Chancellor's designee.

42. Notices. Student Housing will email all housing-related notices and updates to Resident's Ole Miss-issued email address. These notices will include important and time-sensitive information, including information about dates, deadlines, upcoming events, required action by Resident, housing processes, and fees. Resident is expected to timely check Resident's email and will not be excused from any deadlines or requirements because Resident failed to read the pertinent notice.

43. No Waiver. If Student Housing delays or fails to enforce any term of this contract, this delay or failure shall not be deemed a waiver of that term.

44. Severability. If a court deems any paragraph of this housing contract unenforceable, that paragraph shall be severed, and the remaining paragraphs of this contract shall remain valid and enforceable.

45. Subheadings. The subheadings in this housing contract are for reference only and shall not limit or affect the meaning of any term of the contract.

46. Entire Agreement. This housing contract incorporates by reference, as if fully stated herein, all University and Student Housing policies, procedures, regulations, and guidelines, whether

documented in the M Book, the University policy directory, posted on the official Student Housing website, or published by the University otherwise. This housing contract constitutes the entire agreement between Resident and the University, and may only be modified or amended in writing by the University.