

The University of Mississippi Student Housing Contract

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.

1. Period of Contract – fall and spring semesters

2. University Housing Policy This signed contract becomes a legally binding document between the University and the resident for both the fall and spring semesters or 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 student 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 is considered serious and 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. Housing Fee The contract binds a Resident to pay housing rental fees according to the University payment schedules for one academic year. The rental fee is billed per semester and is subject to final approval by the Institute of Higher Learning.

6. 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 a 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.

7. 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. Housing accommodations for sophomores and upperclassmen will not be guaranteed for those arriving late or failing to show without making arrangements with student housing prior to the opening of the residential facility.

8. 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 academic year Housing Contract becomes binding after the cancellation period has passed and residents enrolled at the University will be held financially responsible for both fall and spring semester rent.

9. 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 Student Housing Vacate Notification form with the Department of Student Housing prior to the cancellation deadline, and documentary evidence 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.

10. Withdrawal from the University Once a resident officially withdraws he or she is no longer eligible to live in on-campus student housing. The resident must complete a Student Housing Vacate Notification form with the Department of Student Housing, and the resident must 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 room rent is prorated based upon the date the room is vacated. If a 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.

11. 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 Student Housing Vacate Notification form with the Department of Student Housing prior to the opening of the residential facility. The completed form must identify the resident's denied admission status. Once verified, the resident will be responsible for arranging to move out of the living space prior to the beginning of the new academic semester. The resident must complete the checkout process to avoid financial penalty.

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

13. 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, 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.

14. Consolidation In cases where one of the occupants moves from the assigned space, the resident who remains agrees to move to another room or to accept another roommate. Residents will be given the opportunity to select a roommate and consolidate by a specific deadline. If there is no other resident with whom to consolidate, the resident agrees that the area will be maintained in a manner that will allow another resident to move in immediately. Residents do not have the right to refuse a roommate. Residents found occupying the entire room will be billed for a private room at the full rate for the remainder of the academic year. The University reserves the right to reassign residents during the semester at any time and possibly without notice in order to consolidate vacant spaces and to increase occupancy.

15. 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.

16. 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. Also, when it is determined that a 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 campus housing.

17. Housing Changes Approved living space changes occur during designated periods during each semester. A \$50 per day charge will be assessed for illegal space 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.

18. 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 reserves the right to throw away perishable items (food, medicine, or plants) or items deemed 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 that is equal to the amount of storage fees incurred by the University.

19. 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 on campus housing.

20. Termination of Contract During Emergencies: If the student housing 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 Student or to rebuild or replace any affected premises.

21. 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 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 Resident's Room, the Apartment, or elsewhere in or around the Premises.

22. Responsibility for Room It is the responsibility of the resident to complete a Room Condition Report (RCR), upon occupying his or her assigned space, to report any damage to the Premises. The Resident shall pay for any assessed damages s/he causes to his or her room or furnishings therein that are documented on RCR. The resident is responsible for the condition of the assigned space and shall reimburse the University for all damage 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 furnished under the contract. No alterations are to be made to the furniture provided by the University. Every piece of furniture in the assigned room at the time the resident moves in must stay in the room for the duration of residency. 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. Residents are required to complete a Room Condition Report within 24 hours of occupancy. 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/or replacement resulting from damages or missing items. The Resident shall pay for any assessed damages he or she causes to the room or furnishings therein that were not initially documented on the RCR. If necessary, cleaning charges will be assessed.

23. Responsibility for Communal Property (Including but not limited to hallways, bathrooms, stairwells, elevators, lounges, studies, utility rooms, and kitchens.) Residents are expected to take every precaution to ensure that communal property is not abused. In buildings or sections 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. Where organizations have exclusive use of an area, those organizations are responsible for reimbursing the University the cost of repairs from damage to communal property if the responsible individual(s) cannot be identified. Where it is determined that organizations are not in support of housing regulations, they will lose use of the area. The University reserves the right to determine the use of all lounges and common and public areas in the residence buildings.

24. 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 housing and/or suspension from the University.

25. 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 housing, and/or expulsion from the University.

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

27. 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.

28. Incident Reports An incident report constitutes administrative written notice concerning an infraction of University housing policies. These reports are issued by Community Assistants or student housing staff. Violations of University housing policies may be handled administratively or through the student conduct board.

29. 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 housing, and/or expulsion from the university.

30. 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 a 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, failure or interruption of utilities, or unforeseen accidents/injuries. Students are strongly encouraged to secure their own personal property loss insurance.

III. Miscellaneous

1. 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 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 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.

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.

This contract is an agreement between the University and the individual resident. It is for the fall and spring 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 a 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 and spring semesters.