

2011-2012 Residence Hall Contract

Department of Residential Life, Minnesota State University, Mankato

Notice: Read all provisions of this contract before signing. You are legally bound by these Contract terms. Any exceptions to provisions contained therein must be approved by the Department of Residential Life. All notices required under this Contract shall be sent to: Director of Residential Life; 111 Carkoski Commons, Mankato, MN 56001.

1. Parties:

This Contract is made by and between Minnesota State University, Mankato's Department of Residential Life and the student, referred to as Resident, signing the Contract. Minnesota State University, Mankato and Resident, in consideration of the rents, covenants, and considerations which follow, do hereby agree with each other as follows:

2. Eligibility:

Any person who is an enrolled student at Minnesota State University, Mankato may enter into this Contract. Resident agrees to vacate the assigned room within 24 hours upon loss of status as an enrolled student during this Contract period. Exceptions to this policy must be approved by the Director of Residential Life or his/her designee.

3. Duration:

- a. Subject to the provisions of Sections 9 and 10, this Contract is binding for the entire academic year (Fall Semester and Spring Semester) or that portion remaining at the time Resident begins occupancy.
- b. Charges under this contract for room and board are for the period from August 18, 2011, through May 4, 2012, except for the Winter Break period (December 10, 2011, through January 5, 2012).
- c. The University may immediately terminate this Contract, reenter and retake the premises upon Resident's failure to make payments as required under this Contract or for any other violations of the terms of this Contract or any violation of University or Departmental rules and regulations.
- d. Winter Break: An additional fee will be charged to Residents who wish to stay over Winter Break. Residents may stay in their assigned room during other break periods at no extra charge. If a continuing enrolled student, Resident may return to their spring semester room beginning January 6, 2012.
- e. If Resident is a continuing enrolled student, Resident may leave personal belongings in their assigned room during break periods at no charge, although the University is not responsible for loss, theft or damage.
- f. If Resident elects to remain in the residence halls during any of the break or interim periods, all policies and regulations as outlined in this Residence Hall Contract and the Residence Hall Student Guide will apply, and Resident will be held responsible for adhering to all such policies and regulations.

4. Premises and Services:

- a. The University agrees to assign housing and food service in one of the residence halls under the terms stated in this Contract and described in the Residence Hall Student Guide, which is, by reference, made a part of this document.
- b. The University further agrees that it will provide a residence hall staff in accordance with University policy to provide a living experience that complements the academic interest of Minnesota State University, Mankato.

5. Resident Agrees:

- a. Resident agrees to abide by the terms of this Contract.
- b. Resident agrees to observe all rules and regulations of Minnesota State University, Mankato, and the Department of Residential Life as listed in the Residence Hall Student Guide.
- c. Resident agrees to conduct himself/herself in a manner that allows the quiet enjoyment of the residence halls by other residents.
- d. Resident agrees to make payment of all fees as specified by the MnSCU Board of Trustees.

6. Rates and Payments:

- a. Payments are due when invoiced or, if necessary, payment in installments can be arranged with Student Financial Services. Account information is available online. Bills will not be mailed.
- b. Failure of Resident to satisfy the financial obligations stipulated under this Contract will result in denial of further meals (without refund), a hold on registration and official records, and/or eviction from the residence halls.
- c. If in default of payment, Resident is liable for all legal costs and collection fees which accrue in obtaining payment.
- d. The rates for 2011-2012 will be determined by the MnSCU Board of Trustees in Spring 2011 and published by the Department of Residential Life as soon as they are available. All rates are subject to change at any time due to decisions made by the Department of Residential Life, the MnSCU Board of Trustees or the State Legislature.

7. Prepayment:

- a. A prepayment of \$250 must be submitted prior to the first semester of occupancy. This prepayment will be applied to the room and board charges of the first semester of occupancy.
- b. The prepayment is refundable only under the provisions of Section 9 of this Contract.

8. Room Assignment:

- a. The University will not discriminate in room assignment on the basis of race, color, creed, national origin, disability or status with regard to public assistance.
- b. Room assignments will be made according to Departmental procedures and, when possible in accordance with preferences that the student request. No specific assignment based on Resident's request is guaranteed. Failure to honor preferences will not void this Contract.
- c. The University reserves the right to consolidate vacancies by requiring any Resident to move from single occupancy of double rooms to double accommodations in the same residence hall.
- d. The University reserves the right to change room assignments for reasons of health, safety, or repair services; for disciplinary reasons caused by the Resident; or for unresolvable incompatibility of roommates.
- e. Resident may be temporarily removed from a student room if resident is deemed a threat to him/herself or to the residence hall community. A resident so removed has recourse as described in the Residence Hall Student Guide.

9. Contract Cancellation:

- a. This Contract is binding for the entire academic year or that portion remaining at the time Resident begins occupancy, except as provided in this section and in Section 10.
- b. Resident may cancel the Contract only before the first semester of occupancy. Written notice of the cancellation must be provided to the Department of Residential Life according to the following schedule.
 - 1) If first semester of occupancy is Fall Semester: \$200 refunded if cancellation is postmarked on or before July 1, 2011. No cancellations accepted after August 17, 2011.
 - 2) If first semester of occupancy is Spring Semester: \$200 prepayment refunded if cancellation is postmarked on or before December 9, 2011. No cancellations accepted after January 5, 2012.
- c. All cancellations must be in writing to the Department of Residential Life. Notice of cancellation to the admissions, financial aid, business or registrar's office or to other University offices does not constitute notice of cancellation of this Contract to the Department of Residential Life.

10. Contract Release:

- a. Beginning the first day the halls are open each semester, Residents can request release from the Contract during the academic semesters. Such releases are subject to the approval of the director of Residential Life or his/her designee. Such releases will be considered for the following reasons:
 - 1) Non-admission, withdrawal, dismissal or graduation from the University.
 - 2) Serious medical or health problem which impedes Resident's ability to fulfill the terms of the Residence Hall Contract.
 - 3) Marriage during the Contract term.
 - 4) Affiliation with Minnesota State University, Mankato programs that are away from the Mankato campus, i.e. internships, practica.
- b. Written documentation for all of these releases is required by the Director of Residential Life or his/her designee.
- c. Release for the above reasons will include the following costs:
 - 1) A prorated weekly charge for the period of time that a room was assigned and available to Resident.
 - 2) A charge for food service assigned and available to Resident.
 - 3) A \$30 administrative charge.
- d. If Resident is reinstated or re-enrolled after release for non-admission, withdrawal or dismissal during the term of this Contract, Resident agrees to fulfill the balance of the Contract.
- e. Release request for the entire Spring Semester received less than 21 days prior to the end of Fall Semester may be subject to a late charge of \$20.

11. Contract Assignment

- a. Resident cannot transfer this Contract. Neither may Resident sublet any part of the rental premises or board. Resident may mitigate damages in case of contract non-release. (See Mitigation of Damages section in the Residence Hall Student Guide).
- b. Contracts are not transferable from one academic year to another.
- c. Residents are required to live in the room to which they have been assigned.

12. Food Service:

- a. All contracts include board unless arrangements have been made in writing with the Department of Residential Life. A limited number of room only contract are available to Resident. Assignment to a room and board contract of a student requesting a room only contract is the prerogative of the University and does not void this Contract.
- b. Food service will be provided every day of the week except during semester and/or other breaks in the University academic calendar.
- c. The University reserves the right to adjust meal hours and service locations.
- d. The University reserves the right to determine the time of the first and last meals offered before and after each break.
- e. Credit is not given for meals missed.
- f. Food contracts are not transferable.

13. Check-in and Check-out:

- a. Resident agrees to occupy his/her room no later than the first day of classes for each semester of this Contract unless prior written notification has been received by the Department of Residential Life. The registration status of Resident failing to claim his/her assigned room by the third day of classes will be checked. Resident who is not registered will lose the assigned space and forfeit the prepayment. Resident who is enrolled for classes will be financially obligated for the full portion of this Contract.
- b. Resident will, upon occupying a room, complete and sign a room condition form, which will be a record of the room condition. Any damages identified at the time of check-out which are not contained on the initial room condition form shall be attributed to Resident. Resident is financially responsible for any such damages.
- c. Resident must check-out and vacate the room within 24 hours after a loss of student status. In case of contract release, Resident must check-out and vacate the room within 24 hours of Contract release, last final examination or by the established hall closing time for the semester, whichever comes first. If Resident does not sign up and/or pay to stay on campus during the semester breaks Resident may be required to vacate the room by the established hall closing time for the semester.
- d. Failure to properly check-out of the room, including an improper room change, will result in the assessment of a \$50 charge in addition to any other damage charges.

14. Right of Entry:

The University, its officers, employees and agents shall have the right to enter upon said premises at reasonable times for the purpose of routine inspection and repair, preservation of health, safety and quietude, and when there are reasonable grounds to suspect that laws or University policies are being violated by Resident.

15. University Non-Liability:

The University is not responsible for damage or theft of Resident's personal property, including money. Residents are encouraged to carry appropriate personal property insurance.

16. Unavailability of Premises:

In the event that any of the premises which are the subject of this Contract, which for the purpose of this provision shall include any and all areas, in and about the residence hall, should be partially or totally lost, destroyed otherwise unavailable because of fires, strikes, acts of God, or other events so as to render them unfit or unavailable in whole or in part for the purposes of the Resident, then either the University or the Resident shall have the right to immediately terminate this agreement. The University shall not be liable to the Resident for any damage occurring as the result of such termination.

17. Limits of Reservation:

A Contract for a room in a residence hall does not indicate admission to the University. Conversely, admission to the University does not guarantee a Residence Hall Contract.

18. Complete Agreement:

This Contract and the Residence Hall Student Guide represent the entire agreement between the parties and no oral promises between the University and Resident are binding therein. In Witness whereof, the parties have caused this Contract to be duly executed intending to be bound thereby.

I understand that, if available, space will be reserved for me based on this application. I realize I can cancel my reservation in writing, online, or by email on or before July 1, 2011 (December 9, 2011, for spring semester applications), to receive a \$200 refund. I understand that if I send my application in after July 1 for fall semester (or December 9 for spring semester), I am not eligible for a refund.

I certify that I have read the terms and conditions of the Residence Hall Contract and agree to the conditions stated therein.

I UNDERSTAND THIS CONTRACT IS BINDING FOR THE ENTIRE ACADEMIC YEAR.

Name of Student (Please Print) _____
Last First MI

Student's Tech ID _____

Date _____ Signature of Student _____

Parent's Signature (if student is under 18) _____

Authorized University Official _____ Date _____

A copy of your signed Contract is available upon request.