

Summer 2009 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 herein 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 the 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. The Resident agrees to vacate the assigned room within 24 hours upon loss of status as an enrolled student during this Contract period. Interim I housing is available for individuals living in the residence halls spring semester 2008-2009 and are enrolled for a class that begins on May 18, 2009. Interim II housing is available for individuals who have a valid 2009-2010 Residence Hall Contract and are enrolled in a summer session course that ends on or after July 24, 2009. Exceptions to this policy must be approved by the Director of Residential Life or his/her designee.

3. Duration:

This contract is binding for the summer session(s) as indicated on the application accompanying this Contract. The Contract dates for each Contract period are as follows:

Interim I (May 9-May 15, 2009)

Summer Session (May 16-July 24, 2009)

Five Week Module I (May 16-June 19, 2009)

Five Week Module II (June 20-July 24, 2009)

Three Week Modules (three week period during Summer Session beginning Saturday and ending Friday)

Two Week Modules (two week period during Summer Session beginning Saturday and ending Friday)

Interim II (July 25-August 19, 2009)

4. Premise and Services:

a. The University agrees to assign housing in one of the residence halls under the terms stated in this Contract and described in the Residence Hall Summer Student Guide.

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. The Resident agrees to make payment of all fees as specified by the MnSCU Board of Trustees, to observe all rules and regulations of Minnesota State University Mankato and the Department of Residential Life as listed in the Residence Hall Summer Student Guide, and to abide by the terms of the Contract.

b. The Resident agrees to conduct himself/herself in a manner that allows the quiet enjoyment of the residence hall by other residents.

6. Rates and Payments:

a. Payment of the requested room rate is due in full at the time of application for Interim housing or Five-, Three-, or Two-week modules. One half of the room rate is due at the time of application for the 10 week session. The remaining balance is due on or before June 5, 2009.

b. In default of payment, the Resident is liable for all legal costs and collection fees which accrue in obtaining payment.

c. Failure of the Resident to satisfy the financial obligations stipulated under this Contract will result in a hold on registration and official records and/or eviction from the residence halls.

d. All rates are subject to change due to decisions made by the Department of Residential Life, the MnSCU Board of Trustees or the State Legislature at any time. Module charges are not prorated.

7. Room Assignment:

a. The University will not discriminate in room assignment on the basis of race, color, creed, national origin, status with regard to public assistance or disability.

b. Room assignments will be made according to Departmental procedures and, when possible, in accordance with preferences that the student requests. **No specific assignment based on Resident's requests is guaranteed. Failure of the University to honor preferences will not void this Contract.**

c. The University reserves the right to change room assignments for health, safety or repair services, for disciplinary reasons caused by the Resident, or for unresolvable incompatibility of roommates.

8. Contract Termination:

a. This Contract is in effect as indicated in Section 3 of this Contract except under stipulations contained in this section.

b. A Contract for Summer Session may be cancelled without financial obligation if the Resident provides a written notice of cancellation on or before May 1, 2009.

c. Written notice of Contract termination received by the Department of Residential Life from May 2, 2009, to May 15, 2009, for Summer Sessions will result in a charge of \$30.

d. Requests for cancellation of Contract after May 15, 2009, for Summer Session will not be honored and the Resident will be liable for all contractual costs.

e. A Contract for either Five Week Module may be cancelled without financial obligation if the Resident provides a written notice of cancellation on or before May 1, 2009, for Five Week Module I and on or before June 5, 2009, for Five Week Module II.

f. Written notice of Contract termination received by the Department of Residential Life from May 2, 2009, to May 15, 2009, for Five Week Module I or from June 6, 2009, to June 19, 2009, for Five Week Module II will result in a charge of \$30.

g. Requests for cancellation of Contract after May 15, 2009, for Five Week Module I or June 19, 2009, for Five Week Module II will not be honored and the Resident will be liable for all contractual costs for that Five Week Module session.

h. A Contract for a Two Week Module or Three Week Module may be cancelled without financial obligation if the Resident provides written notice of cancellation 14 days prior to the beginning of the Two Week Module or Three Week Module. Written notice of Contract termination received by the Department of Residential Life less than 14 days in advance of the start of Module will result in a charge of \$30. Notice of cancellation received as of or after the beginning of the Two Week or Three Week Module will not be honored and the Resident will be liable for all contracted costs.

i. The University can terminate this Contract and re-enter the premises for failure to comply with any portion of this agreement or for a violation of State and Federal laws. Appropriate notice and appeal are provided the Resident in such cases. Information about appeal procedures is available from the Director of Residential Life.

9. Contract Release:

- a. Residents can request release from the Contract during the academic sessions, starting from the first general registration day of each session. 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 only:
 - 1) Non-admission, withdrawal or dismissal 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.
- b. Written documentation for all of these releases will be 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 allotted and available to the resident.
 - 2) A prorated weekly charge for telephone and cable
 - 3) A \$30 administrative charge
- d. If the Resident is reinstated or re-enrolled after release for non-admission, withdrawal or dismissal during the term of his Contract, the Resident agrees to fulfill the balance of the Contract.

10. Contract Assignment:

- a. Residents cannot transfer Contracts. Neither may Residents sublet any part of the rental premises.
- b. Contracts are not transferable from one academic year to another.
- c. Residents are required to live the room to which they have been assigned.

11. Room Changes:

Residents are allowed to change rooms after the first five days of each session. However, room changes are only permitted with prior written authorization from a Residential Life Staff Member. Unauthorized room changes will not be allowed.

12. Check-in and Check-out:

- a. The Resident agrees to occupy the room no later than the first day of the contract term unless prior notification has been received by the Department of Residential Life. The registration status of Residents failing to claim their assigned room by the third day of the contract term will be verified by the Registrar's Office.
- b. Resident will, upon occupying a room, complete and sign a Room Condition Form, which will be a record of the room condition.
- c. At the end of the lease period, the room shall be inspected by the University and Resident and a comparison made between the information contained on the room condition form and the condition at the time of check-out. Any damages identified on the later date which were not contained on the initial room condition

form shall be attributed to the Resident. The Resident is financially responsible for any such damages.

d. If no staff member is available, the Resident must fill out a Room Condition Waiver Card at the main desk of the residence hall.

e. Residents must vacate their rooms within 24 hours after a loss of student status or the Resident's last final examination, or by the established hall closing time for each session, whichever comes first.

f. Failure to follow these procedures will result in the assessment of a \$50 charge.

13. Right of Entry:

The University and 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, as well as the preservation of health, safety and quietude.

14. 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.

15. 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 or 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.

16. 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.

17. Complete Agreement:

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

A member of the Minnesota State Colleges and Universities System.
Minnesota State Mankato is an Affirmative Action/Equal Opportunity University.
This document is available in alternative format to individuals with disabilities by calling the Department of Residential Life at 507-389-1011(V), 800-627-3529 or 711 (MRS/TTY)

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

Name of Student (Please Print) _____

MSU Tech ID _____

Signature of Student _____ Date _____

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

Authorized University Official _____ Date _____

Return this Contract. A copy of the Contract will be returned to you once it has been signed by an authorized University Official.