

2024 Summer Housing 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. You may also email this contract to reslife@mnsu.edu.

- 1) Parties:
 - a) 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:
 - a) Any person who is an enrolled student at Minnesota State Mankato may enter this Contract.
 - b) Resident agrees to vacate the assigned room within 24 hours upon loss of status as an enrolled student during the Contract period. Exceptions to this policy must be approved by the Director of Residential Life or their designee.
- 3) Duration:
 - a) This Contract is binding for the dates indicated on the application accompanying this Contract.
 - b) Room charges under this Contract are billed at a weekly rate (Saturday through Friday).
 - 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) The University may deny an application for university housing or terminate an existing housing agreement if it determines an individual's conduct and/or criminal convictions indicate an actual or perceived threat to the University community, including students, faculty, staff, and guests.
 - e) If Resident elects to remain in the residence halls during interim periods, all policies and regulations as outlined in this Housing Contract and the *Residential Life Summer 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 in one of the residence communities under the terms stated in this Contract and described in the *Residential Life Summer Student Guide*, which are, by reference, made a part of this document.
 - b) The University further agrees that it will provide housing 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 *Residential Life Summer Student Guide*.
 - c) Resident agrees to conduct themselves in a manner that allows the quiet enjoyment of the residence communities by other residents.
 - d) Resident agrees to make payment of all fees as specified by the Minnesota State Colleges and Universities and Universities Board of Trustees.
 - e) Resident agrees to receive notices of housing reservations, changes, housing facility information, emergency notices, and other Residential Life information via telephone or text message to the mobile number provided in the housing application.
- 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 in E-services. Bills will not be mailed.
 - b) Failure of Resident to satisfy the financial obligations stipulated under this Contract may result in suspension of services, a hold on registration and official records, and/or eviction from the residence communities.
 - c) If in default of payment, Resident is liable for all legal costs and collection fees which accrue in obtaining payment.
 - d) All rates are subject to change at any time due to decisions made by the Department of Residential Life, the Minnesota State Colleges and Universities Board of Trustees, or the State Legislature.
- 7) Prepayment:
 - a) A prepayment of \$100 must be submitted prior to occupancy. This prepayment will be applied to summer room charges.
 - 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 based on race, color, creed, national origin, disability, or status regarding public assistance.
 - 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 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 community.
 - 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 themselves or to the residence community. A resident so removed has recourse as described in the *Residential Life Summer Student Guide*.
- 9) Contract Cancellation:
 - a) This Contract is in effect as indicated in Section 3 of this Contract except under stipulations contained in this section and in Section 10.
 - b) Resident may cancel the Contract only before occupancy. Written notice of cancellation must be provided to the Department of Residential Life according to the following schedule:
 - Cancellations received by April 19, 2024, will receive a full refund of prepayment (\$100).
 - Cancellations received two or more weeks before occupancy begins will receive half of the prepayment as a refund (\$50).
 - Cancellations received less than two weeks before occupancy will not receive a refund of prepayment.
 - c) All cancellations must be in writing to the Department of Residential Life. Notice of cancellation to the Admissions, Financial Aid, Business, Registration and Academic Records, or to other University offices does not constitute notice of cancellation of this Contract to the Department of Residential Life.
- 10) Contract Release:
 - a) Resident can request release from the Contract during occupancy, beginning the first day of occupancy. Such releases are subject to the approval of the Director of Residential Life or their designee. Such releases will be considered for the following reasons:
 - Non-admission, withdrawal from all classes, dismissal, or graduation from the University.
 - Serious medical or health problems which impede Resident's ability to fulfill the terms of the Summer Housing Contract.
 - Marriage during the contract term.
 - Affiliation with Minnesota State Mankato programs that are away from the Mankato campus, i.e., internships, practicum, or study abroad.
 - b) Written documentation for all these releases will be required by the Director of Residential Life or their designee.
 - c) Release for the above reasons will include the following costs:
 - A prorated weekly charge for the period of time that a room was assigned and available to the Resident.
 - A \$30 administrative charge.
 - d) If Resident re-enrolls after declining to participate in a MSU program away from campus for which a contract release was granted, i.e., internships, practicum, or study abroad, or after withdrawal or dismissal during the term of this Contract, Resident agrees to fulfill the balance of the Contract.

- 11) Contract Assignment:
 - a) Resident cannot transfer this Contract. Neither may Resident sublet any part of the rental premises. Resident may mitigate damages in case of contract non-release. (See Mitigation of Damages section in the *Residential Life Summer Student Guide*).
 - b) Contracts are not transferable from one term to another.
 - c) Residents are required to live in the room to which they have been assigned.
- 12) Check-in and Check-out:
 - a) Resident agrees to occupy the room no later than the first day of the Contract term unless prior written notification has been received by the Department of Residential Life. The registration status of Resident failing to claim their assigned room by the third day of the Contract term will be checked. Residents who are 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 report, which will be a record of the room condition. Any damages identified at the time of check-out which were not contained on the initial room condition report shall be attributed to the Resident. Resident is financially responsible for any such damage.
 - c) Resident must check-out and vacate the room within 24 hours upon loss of student status. 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 summer term, whichever comes first.
 - 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.
- 13) Right of Entry:
 - a) 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.
- 14) University Non-Liability:
 - a) 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:
 - a) 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 community, 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) A Contract for a room in a residence community does not indicate admission to the University. Conversely, admission to the University does not guarantee a Housing Contract.
- 17) Complete Agreement:
 - a) This Contract and the *Residential Life Summer 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 April 19, 2024, to receive a full refund of the \$100 prepayment.

I understand that if I submit my application less than two weeks prior to occupancy, I am not eligible for a refund. I certify that I have read the terms and conditions of the Summer Housing Contract and agree to the conditions stated therein.

I understand this contract is binding for the dates listed on my housing application.

Name of Student (Please Print) _____
Last First MI

Student's Star ID/Tech ID _____ Date _____

Signature of Student _____

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

A copy of your signed Contract is available upon request.

STAFF USE ONLY -----

Contract Begin Date/Time _____ Contract End Date/Time _____

Authorized University Official _____

Date _____