



# Residential Life Office

## 2018-2019 Residence Hall Agreement Terms and Conditions



### STUDENT COPY OF AGREEMENT:

This agreement is made and entered into by and between the Missouri University of Science and Technology, hereinafter referred to as “Missouri S&T”, and the student identified on the original copy of the agreement, hereinafter referred to as the “Student.” This is a binding agreement for the entire academic year consisting of fall and spring semesters, or if entered into after the beginning of the academic year, for the remainder of the academic year.

All students who are not exempted from the Missouri S&T campus residency requirement are required to live in university approved housing (additional information regarding campus residency and the exemption parameters may be obtained by contacting the Residential Life Department).

With this agreement, Missouri S&T offers to the Student, a space in the residence halls or other property managed by Residential Life department for the referenced academic year. It is understood that the Student must be enrolled at Missouri S&T throughout the term of this agreement. Any student not enrolled must immediately vacate the residence halls. The rooms may be occupied and meals will be served according to the Residence Hall Guide. The agreement period excludes room and food service during the semester break and food service during any declared recessed periods. If the Student fails to occupy the assigned accommodations on or before the first day of classes of the period covered by this agreement without having given the Residential Life Department prior notification of a delayed arrival, the accommodations may be assigned to another student, but such delayed arrival shall not release the Student of responsibility for accepting and paying for other available accommodations.

The Student and Missouri S&T hereby agree to all the terms, conditions and provisions set out here as part of this agreement and in other documents which are incorporated by reference into this agreement. These documents include the Residence Hall Agreement 2018-2019 Terms and Conditions, and all the rules and regulations as set forth in the Missouri S&T Student Handbook and in the Residence Hall Guide, which are not, or are hereinafter, in effect.

The Curators of the University of Missouri

### I. INTRODUCTION

All the materials contained herein become and shall be an integral and binding part of all residence hall agreements at Missouri S&T. It is the Student’s responsibility to become familiar with all provisions of this agreement. These terms and conditions are not intended to provide the general or specific residence hall information of a non-contractual nature which is contained in the Residence Hall Guide, customarily distributed to students when they check into a residence hall.

**University regulations and policies affecting residence hall agreements are subject to changes and additions. Such changes and additions shall be officially announced and/or posted on bulletin boards in each hall and this shall become effective and binding at the date of such posting or official announcement.**

### II. GENERAL TERMS AND CONDITIONS

#### A. UNIVERSITY AGREEMENT

Missouri S&T agrees to furnish the Student housing and meal service. These services are provided under the terms and conditions herein stated and as described in the Residential Life Viewbook (sent with housing interest form) and the Residence Hall Guide. Meals begin, under the agreement, with brunch on Saturday, August 18, 2018 (dinner, Sunday, January 20, 2019 for students having second semester only agreements) and end the day of the Student’s final examination, except that no meals will be served during catalog scheduled vacation periods subsequently declared.

**Missouri S&T reserves the right and privilege to:**

1. Refuse any agreement upon receipt
2. Change room assignment and require the Student to move to different accommodations when Missouri S&T deems it expedient, in which event the Student's account will be credited or charged with any difference in charges, but is not limited to, maintenance concerns, investigative procedures, roommate issues, consolidation, etc.
3. Take over and use the room in event of public emergency
4. Use the room during recess periods to house mature and responsible groups for educational purposes, in which case advance notice will be given and provisions will be made for storing the Student's property
5. In the event that the accommodations assigned to the Student are destroyed or otherwise made unavailable and Missouri S&T does not furnish other accommodations, the agreement shall terminate and all rights and liabilities of the parties hereto shall cease and the right of Missouri S&T and the Student to payments previously made by the Student shall be pro-rated on the basis of the period for which accommodations were made available to the Student
6. Change the rate for room and board during the academic year if changes in economic conditions make it necessary
7. Inspect the room at any reasonable time and, if there is reason to believe that the Student has violated Missouri S&T regulations, to inspect the Student's possessions.
8. Cancel the Student's housing agreement and room assignment should the Student not be enrolled in at least nine (9) credit hours on or before July 1, 2018 (January 1, 2019 for Students having second semester agreements only).

Rooms may be occupied after 9 a.m. on Saturday, August 18, 2018. Students having agreements for second semester only may occupy rooms after 1 p.m. on Sunday, January 20, 2019. Rooms may be occupied during vacation periods only with the permission of the Residence Hall Director at the established daily rate. Halls are otherwise closed during vacation periods and must be vacated in accordance with published schedules. All personal belongings must be removed from University property at the end of the Student's contract term. For additional info or dates, contact the complex Resident Director's Office.

Alterations of this agreement are not recognized by Missouri S&T and failure to honor the Student's assignment preference will not void this agreement. Missouri S&T will not discriminate in room/hall assignment on the basis of race, color, religion, national origin, sex, sexual orientation, gender identity, gender expression, age, disability or status as a protected veteran. Missouri S&T reserves the right to assign roommates and/or to consolidate vacancies by requiring students to move from one accommodation to another. If the first payment and the agreement are received by the due date, accommodations will continue to be reserved and the Student will be notified of a room assignment shortly before the beginning of the period of occupancy.

Missouri S&T requires that each Student pay the Residence Hall Program Allotment of \$31 (\$15.50 for second semester only agreements), which is included in the total charges for this agreement.

Missouri S&T reserves the right to charge a living unit for damages not attributable to individuals. Common area damages will be pro-rated to the smallest possible number of residents.

**B. STUDENT AGREEMENT**

The Student agrees to honor this agreement FOR THE ENTIRE AGREEMENT PERIOD and make payment of all charges for the accommodations assigned. If the Student is under 18 years of age, the Parent or Guardian agrees to make payment of all charges. The Student agrees that failure to satisfy the financial obligations accrued under this agreement may result in the withholding of grade transcripts and/or permission to re-enroll pursuant to Missouri S&T rules and regulations governing the imposition of these sanctions.

The Student agrees that this agreement is FOR THE ENTIRE ACADEMIC YEAR or, if agreement is for accommodations after the beginning of the academic year, for that part of the academic year remaining after the effective date of assignment to accommodations. The Student agrees this agreement cannot be cancelled either before or during the academic year except under the terms set forth in the Cancellation and Termination section of this document. If the student leaves at the end of the first semester after having completed requirements for graduation, the agreement shall thereupon terminate.

The Student agrees to bear and assume the risk of loss with regard to all personal property which is kept or maintained on the leased premises. Student is advised that the University does not purchase property insurance covering any loss of, or damage to, the Student's personal property, and Missouri S&T assumes no responsibility for the payment of any such loss.

The Student shall reimburse the University for all damages to the structure in which he/she is housed and all damage to, or loss of, any University fixtures, furnishings or properties furnished under this agreement caused by any negligence on the Student's part. In the event that the accommodations are destroyed or otherwise made unavailable and the University does not furnish other accommodations in the same or another Residence Hall, the agreement shall terminate and all rights and liabilities of the parties hereto shall cease and the right of the University and the Student to payments previously made by the Student shall be pro-rated on the basis of the period for which accommodations were made available to the Student.

The Student agrees to comply with all rules and regulations of Missouri S&T and of the Missouri S&T Residence Hall in which he/she resides which are now, or hereafter, in effect, which rules and regulations are specifically made a part of the agreement by reference. The rules and regulations as set forth in the Missouri S&T Student Handbook, found here <http://stuaff.mst.edu/media/studentssupport/stuaff/documents/2018-2019%20Resource%20Guide%20and%20Planner.pdf> and Residence Hall Guide, found here, <http://reslife.mst.edu/media/studentssupport/reslife/documents/ResHallGuide.pdf> are in effect at all times.

The Student agrees that failure to occupy assigned accommodations on or before the first day of classes of the period covered by this agreement without having given the Residential Life Office notice of delayed arrival may result in the accommodations being assigned to another student, but delayed arrival does not relieve the Student of the responsibility to accept other available accommodations. The Student agrees that assigned accommodations cannot be reassigned by the Student to another student.

### C. CANCELLATION AND TERMINATION

1. Residence hall agreements are for the entire Academic Year, August 18, 2018 to May 17, 2019 or balance remaining at the time of assignment. However, residence hall agreements can be cancelled by students who are not required to live in University approved housing through June 30. After June 30, only students withdrawing from the University may cancel their agreement. The following dates, charges and provisions apply.
2. If the signed agreement is received by Residential Life and the Student later sends a written request to the Residential Life Office that such agreement be cancelled, and the request is approved by the Director of Residential Life, the following penalty schedule will apply to such cancellations based on the date such request is received by the Residential Life Office. (Dates in parenthesis apply to agreements submitted for the second semester only.)

#### Cancellation request received (prior to move in)

| Date of Request                    | Penalty Amount  |
|------------------------------------|---|
| By June 1 . . . . .                | \$0   |
| June 2 – June 30 (By Nov 30) . . . | \$400   |
| July 1 – Aug. 19 (By Dec 31) . . . | \$600   |
| Aug. 20 or later . . . . .         | \$600+ pro-rated room and board charges through the date cancelled. |

Failure to occupy assigned space will not cancel the agreement if the applicant attends Missouri S&T for the semester for which the agreement is made.

3. Agreement Termination by Missouri S&T. Violation of agreement, withdrawal (or suspension or dismissal) from Missouri S&T for any reason, violation of rules and regulations of Missouri S&T or of the residence hall in which the Student is a resident, or other conduct on the part of the Student deemed to be such as to require the removal of the Student from residence halls for the best interest of the other residents shall constitute grounds for the termination of the agreement at the election of Missouri S&T. In case of such termination, Missouri S&T will deliver to the Student written notice (by mail, by delivering it to the Student personally, or by leaving it in the Student's room) stating the hour and date of termination. If at any time during the period of agreement, Missouri S&T terminates the agreement for cause, the Student will be charged for room and board through the date of the Student's departure from the hall as well as: the smaller amount of the total balance due for the academic year or a cancellation fee of \$600+pro-rated room and board charges through the date cancelled. Also the Student will be liable for all sums accruing to Missouri S&T under the terms of the agreement prior to the date of termination. If the agreement is terminated because of the Student's withdrawal from agreement prior to the date of termination. If the agreement is terminated because of the Student's withdrawal from Missouri S&T and the Student re-enrolls during the period covered by the agreement, Missouri S&T may elect to reinstate the agreement as of the date of re-enrollment.

4. Application Fee: Students who are applying for housing for the 2018-2019 academic year will pay a \$40 non-refundable application fee. For the First Time College Student, this fee is included in the enrollment deposit. Transfer or Graduate students must pay this fee as well as the \$160 initial payment directly to the Residential Life Department when the Housing Application and Agreement is submitted.
5. Requests for cancellation must be in writing and signed by the Student. All requests for cancellation must be addressed to the Residential Life Department, Missouri S&T, 205 W. 12th Street, Rolla, MO 65409-0510. Notification of the cancellation to other University offices or departments will NOT terminate the agreement.
6. The Student will be held responsible for cancellation charges as outlined under #2. The cancellation date is the date the written request for cancellation is received in the Residential Life Office, or if after August 18, 2018, the date the student officially checks out of the residence hall with the Residence Hall Director.
7. Residence hall students leaving the university at the end of first semester must give written notification.
8. No refund for current semester charges will be made for cancellation occurring during the last two weeks of each semester.

#### **D. DAMAGE CHARGES**

Residents will be held responsible for damage to residence hall property and will pay all assessed charges including charges for damages to common areas.

#### **E. AGREEMENT RELEASE REQUEST**

An agreement release request is a formal written petition to obtain a release from the agreement once the agreement is in effect August 18, 2018 - May 20, 2019. Students who experience significant changes in circumstances beyond their control which would prevent them from fulfilling the terms of the agreement and which cannot be resolved within the residence hall system, may obtain an Agreement Release Request Form from the Residential Life Department. The request will be reviewed and a decision will be communicated to the Student in writing. Submission of a waiver request form does not imply a release will be granted. If the Student is released, the Student will be charged through the day of checking out and returning the key, plus the smaller amount of the total balance due for the academic year or a cancellation fee of \$600+pro-rated room and board charges through the date cancelled, and the Student will be liable for all sums accruing to Missouri S&T under the terms of the agreement prior to the date of termination.

### **METHOD OF PAYMENT**

The room and board charges are billed by the Cashier's Office and are payable in full when due or payable on the following installment dates:

FALL SEMESTER 2018    SPRING SEMESTER 2019

July 15 .....December 15

August 15.....January 15

September 15.....February 15

October 15.....March 15

November 15.....April 15

If a student chooses to pay the minimum payment amount, a 1% per month interest charge will be assessed on the remaining unpaid account balance. Make payment by draft, money order or check payable to the Missouri University of Science and Technology. Payments and/or account inquiries should be directed to: *Cashier's Office, Missouri University of Science and Technology, G-4 Parker Hall, Rolla MO 65409-1160.*

**QUESTIONS ABOUT THIS AGREEMENT?** Residential Life Office, 205 W. 12th Street, Rolla, Missouri 65409, Phone 573-341-4218, Email [reslife@mst.edu](mailto:reslife@mst.edu)