C. Cancellation and Termination

1. Residence hall agreements are for the entire Academic Year (August 17, 2013 to May 16, 2014 for TJ, the Residential College, or the Quad, and August 1, 2013 to May 24, 2014 for Miner Village) 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)

<table>
<thead>
<tr>
<th>Date</th>
<th>Village Penalty — Miner</th>
<th>Village Penalty — Other</th>
<th>Halls Penalty — Miner</th>
<th>Halls Penalty — Other</th>
</tr>
</thead>
<tbody>
<tr>
<td>By June 1</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>June 2-June 30</td>
<td>$500</td>
<td>$400</td>
<td>$800</td>
<td>$600</td>
</tr>
<tr>
<td>(By Nov 30)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>July 1-Aug. 18</td>
<td>$800</td>
<td>$600</td>
<td>$100</td>
<td>$600</td>
</tr>
<tr>
<td>Dec 31</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Aug. 19 or later</td>
<td>$800 *</td>
<td>$600 *</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*In addition to 5% Room and Board charges.

Failure to occupy assigned space will result in a cancellation penalty of $600, and 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 $450 for residents of Quad & TJ, $800 for residents of Miner Village, or $750 for residents of the Residential College and any other Residential Life Housing. 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 Missouri S&T, the Student will be held responsible for damage to common areas. Residency hall agreements are for the entire Academic Year (August 17, 2013 to May 16, 2014 for TJ, the Quad, or the Residential College). 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 $450 for residents of Quad & TJ, $800 for residents of Miner Village, or $750 for residents of the Residential College and any other Residential Life housing, 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.

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 1, 2013-May 25, 2014 for Miner Village or August 17, 2013-May 16, 2014 for TJ, the Quad, or the Residential College). 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 $450 for residents of Quad & TJ, $800 for residents of Miner Village, or $750 for residents of the Residential College and any other Residential Life housing, 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.
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 be 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 Review, 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 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 services. 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 Review which is given to each student upon check-in at the hall. Meals begin, under the agreement, with brunch on Sunday, August 17, 2013 (brunch, Sunday, January 05, 2014 for students having second semester only agreements) and end the day of the Student’s final examination, except that the rooms 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 necessary, 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, consolidations, 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 Missouri S&T does not furnish other accommodations.
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 hereof shall cease and the Missouri S&T and the Student shall be pro-rated on the basis for 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 and any time or place, 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 as-

 Rooms may be occupied after 9 a.m. on Saturday, August 17, 2013 for TJ Hall, the Residential College and the Quad, and 9 a.m. on Saturday, August 17, 2013 for Miner Village. Students having agreements for second semester only may occupy rooms in the Residential Hall beginning at 9 a.m. on the first day of classes on the 2014 fall semester. 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 stay. For additional information or dates, contact the complex Resident Director’s Office.

Alterations of this agreement are not recognized by Missouri S&T. The Student, to honor the Student’s agreement preference will not void this agreement. Missouri S&T will not discriminate in room/hall assignment on the basis of race, religion, national or, ancestry, Missouri S&T reserves the right to assign roommates and/or to consolidate vacancies by requir-

The Student agrees to honor this agreement FOR THE ENTIRE ACADEMIC YEAR or, if agreement is for accommodations after the beginning of the academic year, for that part of the specific year remaining after the effective date of assignment to accommodations. The Student agrees this agreement cannot be assigned either before or during the academic year except under the terms set forth in the Termination section of this document. If the student leaves at the end of the fall semester before completion of the academic year, 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 residence in which he/she is housed and all such damage to, or loss of, any University fixtures, furnishings or properties fur- nished 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 Missouri S&T reserves the right to demand and accept to payments previously made by the Student shall be pro-rated on the basis for 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 this agreement by reference. The rules and regulations as set forth in the Missouri S&T Manual of Information, found here, http://reslife.mst.edu/documents/ ResHldReviewGuide11.12.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 the Resident Director notify the University in writing of the student’s intention to not attend classes for the period covered by this agreement, the agreement shall thereupon terminate.

Missouri S&T reserves the right to charge a living unit $5.50 per 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 dam-

The Curators of the University of Missouri