



Residential Life Office

2021-2022 Residence Hall Agreement Terms and Conditions



RESIDENCE HALL AGREEMENT

This agreement is made and entered into by and between the Curators of the University of Missouri on behalf of Missouri University of Science and Technology, hereinafter referred to as “Missouri S&T” or “University”, 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).

All students living in university residence halls are required to have a meal plan with two exceptions. Students living in apartment style halls (Rolla Suites, University Commons, Miner Village or Farrar Co-ops) who have reached junior status (60 hours) and students living in apartment style halls (Rolla Suites, University Commons, Miner Village or Farrar Co-ops) who are over the age of 21 are not required to have a meal plan. Eligibility for a full or partial meal plan depends on the building assignment.

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 2021-2022 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, as currently published or hereafter amended.

This contract is not a lease, the University is not a landlord, the student is not a tenant, and nothing herein is intended to create such a relationship or is otherwise subject to any landlord-tenant laws or requirements. This is a license to occupy University housing as part of an academic community in connection with the educational experience and in furtherance of the University’s purposes. Any use of the terms “lease,” “tenant,” “rent,” or the like in this contract or any associated materials, if any, are intended to refer to a license, or licensor-licensee, relationship. This contract, as with any license, is personal to the student, may not be assigned by the student for any reason, and is revocable by the University, which reserves the right to revoke the student’s right to occupy University housing in its discretion in accordance with applicable University policies. Moreover, this contract does not grant the student possession of a particular room or type of residence, and the University may temporarily or permanently reassign the student or deny the privilege of occupying university housing from time to time. The foregoing rights of the University are cumulative and in addition to its rights as set forth elsewhere herein or under student, residential, or other University rules, regulations, or policies that are otherwise applicable, which the University may change from time to time without prior notice.

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 on the Residential Life Website at reslife@mst.edu and the Residence Hall Guide. Meals begin, under the agreement, with brunch on Saturday, August 21, 2021 (dinner, Sunday, January 16, 2022 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 declared recess periods.

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 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 the University has reasonable suspicion 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 August 21, 2021 (January 16, 2022 for Students having second semester agreements only).

Rooms may be occupied after 9 a.m. on Saturday, August 21, 2021. Students having agreements for second semester only may occupy rooms after 1 p.m. on Sunday, January 16, 2022. Rooms may be occupied during declared recess periods only with the permission of the Department of Residential Life at the established daily rate. Halls are otherwise closed during declared recess 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 Department of Residential Life. The Student agrees that assigned accommodations cannot be reassigned by the Student to another student.

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.

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.

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.

The Student agrees to bear and assume the risk of loss with regard to all personal property which is kept or maintained on or within University housing or on University 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.

C. CANCELLATION AND TERMINATION

1. Residence hall agreements are for the entire Academic Year, August 21, 2021 to May 13, 2022 or balance remaining at the time of assignment. Failure to occupy assigned space will not cancel the assignment if the applicant attends Missouri S&T for the semester for which the agreement is made.

2. Cancellation Fees.

- a. Students who are not required to live in University approved housing, who will not be enrolled, or who are moving from the residence halls to another university approved housing option may cancel their residence hall agreement up until June 1 with no cost. After June 1, the following cancellation charges will be applied:
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|-------------------|--------------------------------------------|
| June 1-July 15 | \$200 |
| July 16-August 21 | \$400 |
| After August 21 | \$600 Plus pro-rated room and board costs* |

*Only students who are moving to another University approved housing option or are no longer enrolled may cancel their housing contract after August 21 except for conditions as listed in the following sections (b and c).

- b. Students who will not be enrolled for the spring semester OR who plan to be away from campus due to a co-op or study abroad experience OR who have completed a residence hall agreement for the spring semester only, may cancel the spring portion of their housing agreement up until December 1 with no cost. After December 1, the following cancellation charges will be applied:
- | | |
|----------------------|--------------------------------------------|
| December 1-January 1 | \$200 |
| January 2-January 16 | \$400 |
| After January 16 | \$600 plus pro-rated room and board costs: |

*Only students who are moving to another University approved housing option or are no longer enrolled may cancel their housing contract after January 16.

- c. Students who have fulfilled the University approved housing requirements after the fall semester (turned 21, completed 60 hours post high school or completed 4 semesters in University approved housing) may cancel the spring portion of their contract for a cost of \$900 by checking out of their residence hall room and notifying the Department of Residential Life in writing no later than January 16, 2022.
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 electronic 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.
4. Application Fee: Students who are applying for housing for the 2021-2022 academic year will pay a \$50 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 \$200 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 or reslife@mst.edu 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 21, 2021, the date the student officially checks out of the residence hall with the Residence Hall Director.
7. 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. 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.

E. AGREEMENT RELEASE REQUEST

Student seeking an exemption from the University Approved Housing Requirement may request this by completing the exemption form located at www.reslife.mst.edu. The request will be reviewed and a decision will be communicated to the student in writing. Submission of an exemption form does not imply an exemption will be granted. If an exemption request is granted, cancellation fees as outlined in section C will apply.

In accordance with Missouri HB 1679 (2018), students seeking to be exempted from the dining plan due to a food allergy or sensitivity must submit the application for accommodation and any appropriate documentation to Student Disability Services. This application and guidelines regarding the documentation needed can be found at <https://dss.mst.edu/>

METHOD OF PAYMENT

The room and board charges are billed by the Cashier's Office and are payable in full when due. Policies and procedures related to bill payment can be found at <https://cashier.mst.edu>.

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