

2009-2010 Housing and Dining Contract



NOTICE: Read all provisions of the contract BEFORE signing. You are legally bound by these Contract terms. No other University department or agency may represent, promise, alter or cancel this contract. Any request for exceptions to provisions contained herein must be submitted **IN WRITING** to and approved by the Director of Housing and Residential Life or his/her designee.

1. PARTIES:

The Contract is made between Minnesota State University Moorhead's Department of Housing and Residential Life and the student, referred to as 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, Moorhead may enter into this Contract. Resident agrees to vacate the assigned room within 24 hours upon loss of status as an **enrolled** student during this Contract period. Exceptions to this policy must be approved by the Director of Housing and Residential Life or his/her designee.

3. DURATION:

This Contract is binding for the entire academic year, or that portion remaining from the time the Contract has been signed, excluding summer sessions and semester breaks, as long as the Resident remains an MSUM student.

4. ROOM AND BOARD ASSIGNMENTS:

- A. The University agrees to assign a space in a residence hall and provide contracted meals under the following terms and as described in the MSUM Residence Hall handbook, which is made a part of this Contract, and can be accessed via our web site. Any residence hall assignment must include a meal plan chosen from the options provided each year.
- B. This Contract, in total or in part, is neither transferable nor subject to sub-let.
- C. Room assignments are made according to date/timestamp priority (determined by the date the application, contract and full reservation fee/prepayment are received in the Department of Housing and Residential Life). No priority is established until the full reservation fee and prepayment have been received.
- D. The University reserves the right to adjust meal serving hours and service locations, as well as the time of the first and last meals offered before and after each break.
- E. Meals are not provided during breaks as a part of this Contract. Meal contracts are non-transferable. The Resident may request a different meal plan during the semester in accordance with the meal plan guidelines.
- F. The University will attempt to accommodate individual needs; however, the University's inability to accommodate specific or extraordinary requests does not cancel this Contract.
- G. The University reserves the right to change room assignments for health, safety, repair service, consolidation, disciplinary reasons, or incompatibility of roommates. The Director or designee will determine if the Resident, the Residents roommate, or both will be reassigned.
- H. The University assigns rooms and roommates on a non-discriminatory basis. Unapproved room changes or Resident's failure to accept a requested room re-assignment may result in the University charging Resident a \$50 administrative charge.
- I. When a roommate leaves a room, the University may fill that vacancy without consulting the remaining occupant. Remaining occupant may not take sole possession of the room without first being granted a double-as-single room designation and being charged and making payment accordingly.

5. RATES AND PAYMENTS:

A. RESERVATION FEE AND PREPAYMENT:

- 1. All applications and contracts require a \$50 non-refundable reservation fee at the time of submission to the Department of Housing and Residential Life. This is separate from and in addition to the \$200 prepayment that is required to be paid before the University will make a room assignment. If the application/contract is cancelled or terminated, the \$50 reservation fee is forfeited.
- 2. This prepayments will be applied to the room and board charges of the first semester of occupancy.
- 3. This prepayment is not covered in advance by financial aid or a state selected payment processor plan. It may not be waived and is refundable only per Section 6 of this Contract. Payment does not guarantee a specific room assignment.

- B. ROOM RATES: include charges for local telephone, expanded cable TV service, internet access, hall activity fee, Newspaper Readership Program and rent (including all other operating expenses).
- C. Meal plan rates include 100 Dragon Dollars. No credit or refund is given for missed meals. Dragon Dollars carry over from fall to spring semester; any unused amount remaining at the end of spring semester is forfeited.
- D. Your failure to make payments, contract termination and/or a history of being involved in violations of rules/regulations may result in the Resident being denied the privilege to contract with us for the following summer or academic year(s).

I UNDERSTAND THIS CONTRACT IS BINDING FOR THE ENTIRE ACADEMIC YEAR.

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

Name of Student (Please Print) _____
Last First Middle

Student's Dragon ID _____ Date _____

Signature of Student _____ Parent's Signature _____
(required if student is under the age of 18)

Authorized University Official _____ Date _____

Return both copies of this Contract along with the application for Residence Hall Space & Dining Services card with the **FULL \$250** (\$200 prepayment and the non-refundable \$50 reservation fee) to: **MSUM Housing & Residential Life; 1104 Seventh Avenue South; Moorhead, MN 56563.**
The yellow copy of the Contract will be returned to you once signed by an authorized University official.

E. ROOM AND BOARD PAYMENTS:

1. Payment of room and board may be paid any time prior to the beginning of a semester but it is due on or before the last published fee payment date. You may choose to make one payment in full at fee payment date, or pay half the charge at fee payment date and the second installment by midterm or participate in the State selected payment processor plan.
2. If necessary the Resident may arrange a modified payment plan with the Director or designee, or a deferment of the payment date may be granted upon confirmation of pending financial aid. **In all cases, full payment must be received no later than one month prior to the end of the semester.** You may be subject to a \$30 late charge for any late payment.
3. Failure to make payments by specified dates cited in this Contract or as stipulated in a signed, formal deferred payment plan, may result in immediate denial of further meals, a hold placed on the Residents registration and official records, and/or eviction from the residence halls within 24 hours of our notification, and the Residents account turned over to a collection agency per university practice.
4. If in default of payment, Resident is liable for all legal costs and collection fees resulting from the University's attempts to obtain payment.
5. The rates for 2009-2010 will be determined by the MnSCU Board of Trustees in Spring 2009 and published by the Department of Housing and Residential Life as soon as they are available. All rates are subject to change at any time due to decisions made by the Department of Housing and Residential Life, the MnSCU Board of Trustees or the State Legislature.

F. REFUNDS: If Resident withdraws from the halls during a semester room and board cost will be prorated on a weekly basis (the billing cycle ends on Fridays) to cover costs of Residents occupancy and board plan. The following fees included in the rate are not subject to refund: local telephone, expanded cable TV service, internet access, hall activity fee, Newspaper Readership Program and rent (including all other operating expenses). Refer to Sections 6 and 7 for further information.

6. Contract Cancellation Procedure:

- A. This Contract is binding for the entire academic year or that portion remaining at the time the Resident begins occupancy, except as provided in this section and in Section 7.
- B. Resident may cancel the Contract only before the first semester of occupancy. All cancellations must be in writing to the Department of Housing and Residential Life. Notice of cancellation to the Admissions, Financial Aid, Business or Record's Office or to other University offices does not constitute notice of cancellation of this Contract to the Department of Housing and Residential Life. The \$50 reservation fee remains non-refundable.
- C. For Fall Semester: If written notice is received/postmarked on or before July 1, Resident will receive a full refund of the \$200 prepayment. If written notice is received/postmarked after July 1, your prepayment will be forfeited. No cancellations accepted after August 19, 2009.
- D. For Spring Semester: If written notice is received/postmarked on or before December 11, 2009. Resident will receive a full refund of the \$200 prepayment. If written notice is received/postmarked after December 11, 2009, your prepayment will be forfeited. No cancellations accepted after January 7, 2010.
- E. A completed application, contract and prepayment are required before you can be assigned or placed on a waiting list (when space is not immediately available). A notice of cancellation is required to end your contractual obligation even if you have been placed on a waiting list and have not yet been given an assigned space prior to the beginning of a semester.
- F. Written requests for Contract cancellations received after the dates cited above will not be granted except as outlined in Section 7 and Resident will be held financially responsible.

7. Contract Release:

A. Residents can request release from the Contract during the academic semesters starting from the first day the halls are open each semester. Such releases are subject to the approval of the Director of Housing and Residential Life or his/her designee. Such releases will be considered for the following reasons:

1. Non-admission, withdrawal, dismissal or graduation 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. Approved academic commitments that are outside the Fargo/Moorhead area (e.g. Eurospring, practicum/internship).

B. Written documentation for all of these releases is required by the Director of Housing and 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 assigned and available to Resident,
2. A charge for food service assigned and available to Resident,
3. A \$50 administrative charge.

D. The University can terminate the Contract for disciplinary cause.

8. Check-in and check-out:

A. The Resident, upon signing and submitting this Contract, shall be held financially liable for its terms.

B. The Resident is responsible for completing, and returning to the residence hall desk, a room inventory within the first week of the Residents occupancy. At check-out, damages located in the Resident's assigned room and not noted on the Resident room inventory may be billed to the Resident.

C. The Resident must vacate the Resident room within 24 hours after Contract termination, loss of student status, the Resident final examination, or by the established hall closing time for each semester, whichever comes first. At the end of Spring Semester, unless the Resident is part of Commencement or moving to summer housing, The Resident must vacate the room/hall by 7:00 p.m. on the last day of finals.

D. The Resident will be considered a NO-SHOW if the Resident has not checked into the University's halls by the fifth class day of the semester and as such will forfeit the full \$250 (\$200 prepayment and the non-refundable \$50 reservation fee).

E. The Resident is responsible for completing the withdrawal procedures required for check out. The Resident is considered to be occupying the premises for as long as the Resident retains the room and hall front door keys, or the Resident's possessions remain in the room.

9. Resident agrees:

A. Resident agrees to pay all specified fees, to observe all rules of Minnesota State University Moorhead and of the Department of Housing and Residential Life (as defined in the MSUM Student Handbook/Daily Planner and/or the Residence Handbook), and to abide by the terms of this Contract.

B. Resident agrees to be financially responsible for keeping the room, its furnishings, walls, windows and doors free from damage; and for physically maintaining the room and its furnishings in a clean, sanitary condition.

C. Resident agrees not to modify the room without prior written approval from the Director of Housing and Residential Life or his/her designee.

D. Resident agrees to when two or more students occupy the same room and individual responsibility for damages to that room/ furnishings cannot be determined, the damage charge will be assessed equally among those assigned to the room. Residents using common areas of a residence hall may be held liable for any damages to that area and its furnishings.

E. Resident agrees to conduct himself/herself in a manner that allows the quiet enjoyment of the residence halls by other students.

10. University Non-Liability:

The University is not responsible for damage or theft of the Resident personal property, including money. We encourage the Resident to carry appropriate personal property insurance.

11. Right of Entry:

The University reserves the right to enter the premises at reasonable times for repair, preservation of health, safety, quietude, placement and/or recovery of University-owned property, or when staff have reason to believe a violation of law or conduct is being committed.

12. Your Liability:

The Resident is responsible for his/her conduct and that of any guests/visitors; responsibility includes financial liability for damages.

13. Unavailability of Premises:

In the event any of the premises which are subject to this Contract, including all areas in and around the residence hall, should be partially or totally lost, destroyed or unavailable in whole or in part for purposes of the Resident, then either the University or the Resident shall have the right to immediately terminate this Contract. The University is not liable to the Resident for any damage occurring as the result of such termination.

14. 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 assignment.

15. Complete Agreement:

This Contract and the Residence Handbook 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.