

## TERMS AND CONDITIONS OF THE AGREEMENT 2020-2021

The following Terms and Conditions are included as part of the agreement between Missouri Western State University, hereinafter, referred to as "MWSU" and the students of MWSU housing. The term "student" shall mean the applicant (parent, or guardian if under the age of 18) guaranteeing this agreement. This is an agreement for housing and dining accommodations. The student cannot apply for housing only; the student must select a dining plan. The student agrees to pay the room and board at the rate as specified by MWSU. MWSU reserves the right to increase these charges at the beginning of any semester. Notification of such increase will be given at least fifteen (15) calendar days before the start of the semester for which the rate increase is applicable. Notification may mean posting on the Department website or email to the student. The student may not alter or amend this application without agreement of both parties. The inability of MWSU to grant requested preferences shall not void this application. The terms and conditions of this contract are subject to change without notice. Students are encouraged to review the most updated terms and conditions on the Residential Life website.

**1. University On-Campus Housing Policy: Entering freshmen as classified by the Office of Admissions must reside in University-operated residence halls for their first two semesters.** MWSU may make exceptions for students based upon guidelines related to marital status, proximity of home to campus, veteran status, or age. Any exemption requested to the MWSU On-Campus Living Requirement Policy must be received in writing to the Office of Residential Life prior to the beginning of the contract period for which the exemption is requested (see Residential Life website for On-Campus Housing Waiver Request form). If a student wishes to appeal a decision concerning their waiver request, the appeals procedure may be obtained from the Office of Residential Life. Students who are required to live in University operated residence halls and do not have a housing contract or approved exemption request will be charged for the full balance of two semesters at the lowest double occupancy rate and lowest eligible meal-plan.  
**Eligibility:** The student is required by this contract to maintain enrollment of 12 credit hours (undergraduate) or 6 credit hours (graduate) to reside in University housing. In the event the student ceases to be enrolled in 12 credit hours at MWSU, the student shall immediately vacate his or her accommodation. MWSU shall be under no obligation to prorate the room fee. Students wishing to remain in University housing while enrolled in less than the required minimum must receive written permission from the Office of Residential Life. **Students who are not enrolled in classes by August 1st may have their contract canceled and shall forfeit the deposit.**

**2. Assignment Policy:** MWSU reserves the right to make assignment of space, to authorize or deny room and roommate changes, to consolidate vacancies, and to require a student to move from one room or residence hall to another for administrative, roommate conflict, or behavioral reasons. Occupying space not assigned to the student may result in charges for that space. Failure to occupy assigned room before the start of the first day of classes of the housing period covered by this contract without notifying the Office of Residential Life in writing may constitute a cancellation by the student and the space may be assigned to another student. Contracts will not be processed until the application for admission has been approved by the Office of Admissions. Contracts received without the required \$100 deposit or without appropriate e-signature are considered incomplete, and the student will not be assigned a space.

**3. Room Changes:** No room change may be made within the first ten days of classes at the beginning of each semester. Room change requests are not guaranteed. Approved transfers are subject to a processing fee of \$25 for the first transfer and \$50 for any additional transfers per academic year. Failure to complete room changes within 48 hours may result in charges for occupying both spaces.

**4. Consolidation of Residence Hall Spaces:** Students in double occupancy rooms who have not contracted for single occupancy and do not have a roommate may be assigned a roommate by the Office of Residential Life or may be offered three consolidation options:

- A. Pay for a single room rate (spring)      B. Obtain a roommate      C. Change rooms

The consolidation policy may go into effect each semester when the halls are not filled to 100% capacity. The Office of Residential Life may assign empty spaces as needed and without notice.

**5. Meal Plan:** Students residing in the residence halls are required to contract for a meal plan. Students may request a change in dining plan options through the first 10 days of the start of each semester covered by this contract. After this period the student may not make changes to their meal plan. If a student fails to choose a meal plan on their housing contract, their meal plan choice will default to the least expensive non-flex meal plan available to the student.

**6. Cancellation and Refund Policy:** Completed contracts with deposit are binding. Students who check-in to on-campus housing are liable for housing charges for the entirety of the contract period. All requests must be made using the Contract Cancellation Request form available on the Residential Life website. If requested, the Contract Cancellation Committee will review to determine if a fee waiver is appropriate.

**Students who are required to live in on-campus housing (see University On-Campus Housing Policy) are not eligible to apply for a Contract Cancellation while currently enrolled, and will be charged the full price of their assigned room regardless of whether they are residing in the room during the contract period.**

**Contract Cancellation Prior to Occupancy:** Students canceling their contract in writing prior to or on June 1 will be released from their contract without penalty and receive a full refund of the \$100 deposit. Students canceling after June 1 shall forfeit the \$100 deposit. A student who fails to check-in by the first day of school and fails to cancel this contract in writing may be held liable for room charges through the date of cancellation.

**Contract Cancellation on or After Beginning of Occupancy:** Students who are approved to cancel their Housing and Dining Contract will be charged to the date the room is vacated, and are liable for 50% of the remaining contract balance and forfeiture of the \$100 deposit.

**7. Residence Hall and Dining Services Closures and Breaks:** During Winter Break, the residence halls are closed, meals are not served, and students must vacate the residence halls. (Students returning for the following semester do not check-out and return keys.) Students requesting to stay during closure may submit an application to stay for an additional weekly fee. For Thanksgiving and Spring breaks, students may be asked to notify the Residential Life Office if they are staying during breaks for safety reasons. Please refer to the Office of Residential Life website for opening and closing information.

**8. Room Entry:** MWSU or its agents may inspect students' rooms and possessions on a regular basis or if suspicion exists that the student has violated MWSU rules and regulations or other applicable state, federal, or local laws. Under these circumstances, the student may be present, if available, or notified that the inspection occurred. Residential Life staff will conduct scheduled health and safety checks throughout the semester with at least 24 hours advance notice. University staff will enter rooms as necessary for maintenance reasons. While the staff will announce themselves before entering, entries may be unscheduled.

**9. Room Furnishings and Services:** MWSU will furnish a bed, mattress, study desk, chair, wardrobe or dresser in all permanent spaces. Students must furnish their own bedding, linens, blankets, and pillows. MWSU will not provide cleaning services in the student accommodations. Students will be responsible for cleanliness of the bedroom, living room, bath, and balcony. Failure to keep accommodations clean will result in conduct action and assessing charges at the expense of the student.

**10. Fire, Theft or Damage:** MWSU shall not be responsible for the loss of or damage to any of the students' personal property from any cause whatsoever. The student shall reimburse MWSU for all damages to the structure in which they are housed and all damage to, or any loss of fixtures, furnishings, or personal property furnished under this agreement caused by malice or negligence on the part of the student or their guest. In the event the accommodations assigned to the student are destroyed or otherwise made unavailable and MWSU is unable to provide equivalent accommodations, the contract agreement shall terminate. All rights and liabilities of the parties hereto shall cease and the rights of MWSU and students to payments previously made by them shall be prorated on the basis of the period for which accommodations were made available to the student.

**Common Area Damage:** If Residential Life staff are unable to determine the individual(s) responsible for trash, or damages to common areas (including but not limited to, lounges, hallways, lobbies, building exterior, etc.), all residents in that area may be billed for common area damages.

**11. Force Majeure/Emergency:** MWSU assumes no responsibility for failure to perform any terms or conditions of this agreement due to any act of force majeure. For purposes of this agreement, the term "force majeure" shall mean fire, earthquake, flood, act of God, strikes, work stoppages or other labor disturbances, riots or civil commotions, litigation, war or other act of any foreign nation, plague, epidemic, pandemic, health emergency, power of government or governmental agency or authority, or any other cause like or unlike any cause mentioned above, which is beyond the control or authority of MWSU. When any act of force majeure or any other emergency (related to act of God, or other exigency) occurs, MWSU may find it necessary to temporarily or permanently relocate a student. Student recognizes this possibility and consents to such relocation. Moreover, should MWSU need to close due to an emergency or any act of force majeure, it will have sole discretion about issuing a pro-rated refund, credit, or reimbursement, if any.

**12. Residential Life and University Policy:** The student shall comply with the Residential Life Policy Handbook, MWSU Code of Student Conduct, MWSU Policy, and posted policy in the hall in which they reside or visit. MWSU policies are subject to change. Students are encouraged to review the most updated policies on the Residential Life and MWSU website.

**13. Immunizations:** Students living in the residence halls are required to have current immunizations and disease tests. Students must submit proof of these immunizations to the Esry Student Health Center. Students not current with their immunizations or failing to present an appropriately documented and signed medical or religious exemption form by August 1, may have their room assignment canceled. If students remain noncompliant by University "Census Day," a registration hold will be placed on their record. A current list of required immunizations and tests is available at the Esry Student Health Center.

**14. Move In/Move Out:** Students may move into the residence halls on the date and time published on the Office of Residential Life website, provided financial obligations, enrollment status, conduct, and vaccination requirements have been met. Any request for early move-in must be submitted in writing by July 1<sup>st</sup>, and approved by the Office of Residential Life. Students approved to move in will pay the daily rate beginning the day of move-in. Students arriving before published dates may be unable to occupy their room or will be charged early arrival and improper check-in fees of the room daily rate plus \$100. Students must move out of their rooms no later than 24 hours after their last day of academic work. Students must follow check-out procedures, available in the Residential Life Handbook or posted in residence halls, before vacating the halls. Failure to do so will result in a minimum \$50 improper check-out fee.

**15. Housing Contract:** MWSU reserves the right to reject the contract of any student who has been convicted of a crime or who otherwise may pose a potential danger to the MWSU community. Residents are under a continuing duty to report convictions of a crime, even if adjudication of sentence has been withheld (including Suspended Imposition of Sentence). If the student has been convicted of a crime, please provide the following information in writing to Residential Life: case number, nature of crime, when and where the crime occurred, and description of the circumstances. In the event of a conviction occurring after the submission of the contract, information should be provided in writing to Residential Life within ten (10) days of the conviction. MWSU further reserves the right to REVOKE the contract either before or after the contract has been accepted, or after the student moves in.

MWSU reserves the right to require a student to vacate the residence hall on a temporary or permanent basis for failure to meet financial obligations to MWSU, exhibiting behavior not conducive to the living-learning environment, or failure to remain in good standing with MWSU. Residents who withdraw from MWSU are required to vacate the residence halls within two calendar days.

**Failure to meet the terms and conditions of this agreement may result in revocation of the agreement and the student's eviction from the residence halls. The cost of room and board will be determined by MWSU and paid in full by the student. Students are responsible to make payments according to the policies and procedures of MWSU's Business Office. Failure to follow these policies and procedures may result in removal from the residence halls. All attorney's fees, other costs and charges necessary for the collection of any unpaid balance shall be assessed against the student.**