

MISSISSIPPI VALLEY STATE UNIVERSITY
OFFICE OF RESIDENTIAL LIFE
MVSU 7238, 14000 Highway 82 West, Itta Bena, Mississippi 38941-1400
Telephone: (662) 254-3590 / Fax: (662) 254-3351/www.reslife@mvsu.edu
2015-2016 RESIDENCE HALL CONTRACT

Please read the following information carefully. It contains descriptions of important elements of your Student residence hall contract.

The undersigned, a Student, (hereinafter called the “Student”) and Mississippi Valley State University (hereinafter called “the University,”) hereby enter into this residence hall contract upon the following terms and conditions:
All full-time freshman students are required to live in the campus residence halls, as space is available. For permission to live off-campus, freshmen students must have prior approval, in writing, from the Director of Residence Life.

Residing in the residence halls is considered a part of the student’s educational support program and is considered a privilege, not a right. Therefore, such residency is only a license to occupy and use the residence space assigned to the student for limited purposes, and is not a lease of University property. The purpose of this document is to establish the terms and conditions of the housing contract with Mississippi Valley State University’s Department of Residential Life. A student cannot contract for housing without contracting board and laundry. The student must indicate acceptance of this offer from the Department of Residential Life by completing and signing the Residential Life Housing Application and returning it to the Office of Residential Life/Student Housing. Completion of the Residential Life Housing Application by the Student does not guarantee living accommodations by the University.

NOTICE OF NONDISCRIMINATION POLICY: Mississippi Valley State University does not discriminate on the basis of age, race, religious belief, national or ethnic origin, color, creed, gender or sexual orientation nor against otherwise qualified handicapped students in its admissions or academic standards, granting of scholarships, loans and other financial aid, planning and administering of its admissions, academic, athletic, housing, and other policies, nor in any other programs, services, and activities.

1.0 DATES OF CONTRACT

This contract will be in effect for the term of **August 14, 2015 until May 13, 2016**, unless students opt for Summer housing - in which case it will be in effect until June 27, 2015 for Summer Term I or August 7, 2015 for Summer Term II.

2.0 SERVICES

- A. The University will provide the Student with a residence in a residence hall during the term of this Contract, except where a temporary alternate assignment may be necessary.
- B. The University will furnish the Student with the use of a single bed, chest of drawers, desk, chair, closet space, basic cable service and Internet.
- C. The temporary failure or interruption of water, heat, electricity, cable television, internet access and the like shall give Student no claim for damages, cancellation of this Contract or reduction in charges or fees.

3.0 RESIDENCE ASSIGNMENT

A. Student will be assigned accommodations only after the Student has agreed to the Contract. The deadline for submitting Contract/Application is as follows:

	FALL	SPRING	SUMMER I	SUMMER II
(freshman/transfer)	July 1, 2015	December 1, 2015	May 1, 2016	June 1, 2016
(returning)	August 1, 2015	December 1, 2015	May 1, 2016	June 1, 2016

- B. Subject to the availability of space, every effort will be made to assign accommodations according to the Student’s preferences, but there is no guarantee of assignment to a particular building, room, or specific roommate.
- C. Transfer from one room to another will be predicated upon the space available, date and time of request, and the necessity of the request to transfer.
- D. The University reserves the right to change or cancel assignments in the interest of order, health, safety or discipline with appropriate notice.
- E. The University will provide rooms for a maximum of two (2) Students in designated residence halls. Single occupancy in double rooms will be permitted at the discretion of the Director of Residence Life.
- F. Residence Hall criteria and guidelines are listed below:

Freshman Males – Ratcliff Hall	Freshman Females - Stewart Hall
Upper Class Males –James Hall	Upper Class Females – Magnolia Hall
Upper Class Males – New Men –3.00+ CGPA	Upper Class Females: New Women –3.00+ CGPA
Junior/Senior Males-Valley Annex Hall	Freshman Females- Reed Hall
	Junior/Senior Females-Valley Annex Hall

4.0 OCCUPANCY

- A. **Students must be registered full time (12 credit hours of more) before moving into the residence hall.**
- B. The student agrees that the duration of this contract is for the entire academic year of two (2) semesters- Fall and Spring. The Student may extend his/her contract if they wish to reside in the residence halls during the Summer semester while attending Summer semester classes on the campus by registering in the Office of Residential Life. The Student acknowledges that he/she will not have access to the residence hall except during the dates set forth below:

	FALL	SPRING	SUMMER I	SUMMER II
HALLS OPEN (freshmen)	August 19, 2015	January 8, 2016	May 27, 2016	July 1, 2016
(returning)	August 21, 2015	January 8, 2016	May 27, 2016	July 1, 2016
HALLS CLOSE	December 13, 2015	May 8, 2016	June 26, 2016	August 7, 2016

- C. The housing space assigned is available for occupancy at 9:00 a.m. on the indicated check-in date and must be vacated four (4) hours after the Student’s last final examination or after termination of Student’s status at the University.
- D. The Student must also vacate his/her room if he/she has not registered for the upcoming semester with the University at the time the residence halls close for the semester.
- E. All personal property must be removed from the premises within four (4) hours after withdrawal from the University or upon termination of the Student’s Contract Personal property not removed will be considered abandoned and disposed of by the University without liability to the University.

F. The Student will not be allowed to occupy a room prior to the official opening date or after the official closing date unless approved by the Office of Residential Life.

G. Charges do not cover rental during breaks between semesters and residence hall rooms may not be occupied during that time.

5.0 USE OF FACILITIES

The University will, when necessary, and at its sole discretion:

A. Require Students to move to other accommodations in order to vacate a building, floor, or room.

B. Change room assignments when vacancies occur in double rooms. If directed by the University, the remaining student must consolidate with another resident.

C. Control the use of the room, with medical direction, in the event of an epidemic.

D. Inspect all rooms, in the presence of the resident (whenever possible), for purposes of inventory, fire protection, sanitation, safety, maintenance and rule enforcement.

6.0 RESPONSIBILITY FOR DAMAGE AND LOSS

A. The student's signature on the Room Inventory/Check In/Check Out Form establishes the Student's acceptance of the condition of the room and contents at the start of occupancy.

B. The student specifically agrees to be liable for damage or loss incurred to the building, room furniture and equipment or fire safety equipment, which is not the result of ordinary wear and tear. Damage within the Student's room is the responsibility of the Students assigned. Damages that occur to public areas (i.e., restrooms, lounges, computer labs, etc.), and false alarm charges that are not attributable to or chargeable to a specific individual or group shall be equally shared by the residents of the living area where those damages occurred. The Student agrees to pay such damages or false alarm charges to the University upon demand.

C. The student must check out in accordance with circulated check out procedures. Failure to do so will generate charges to their student account. In addition, the Student will be assessed charges for failure to turn in a key and/or for the cleaning and damages at termination. Charges may be assessed for damages found in student rooms during a period of seven (7) days after check out, provided that the room was not reoccupied during the elapsed time. Students have 10 business days from the billing date to dispute charges. All charges become final after 10 business days.

7.0 UNIVERSITY LIABILITY

A. The University shall assume no responsibility for damage or injury to the Student or for theft, fire destruction or loss of money, valuables or other personal property belonging to or in the custody of the Student for any causes whatsoever, whether such losses occur in Student rooms, storage rooms, public areas, elsewhere in the Residence Hall or in baggage related to shipment or storage. The Student is responsible for obtaining personal property/theft/fire insurance and is encouraged to do so.

8.0 ASSIGNMENT OF CONTRACT

A. This Contract is not transferable by the Student. The University may assign this Contract provided the assigned agrees to honor the terms of this Contract.

9.0 SEARCH AND SEIZURE

A. The Student specifically agrees to be bound by the University's Residence Hall Room Inspection, Check, and Entrance Policy as it now exists or as it may be hereinafter amended during the term of this Contract. The University Residence Hall Room Inspection, Check, and Entrance Policy is found in the current Residential Life Handbook.

10.0 UNIVERSITY AND RESIDENCE HALL REGULATIONS

A. The University will enforce all University and residence hall regulations for all Students residing in them. The Student shall observe all University and residence hall regulations. Failure to do so may result in removal from the residence hall. Disciplinary action may also be taken by the University in accordance with established University and residence hall rules and regulations.

B. The University, by giving not less than a one (1) day written notice and any applicable hearing, in most cases, may revoke this contract and require the Student to vacate a residence hall for reasonable cause, including but not limited to one or more of the following:

1. Use, possession and/or sale of narcotics and dangerous drugs as defined by local, state and federal laws on University property or at a function identified with the University;
2. Use and/or possession of alcohol beverages in the residence halls are strictly prohibited
3. Gambling or participating in illegal gambling activities in University-owned or controlled property or at a function identified with the University;
4. Possession of firearms, fireworks, firecrackers or other dangerous chemicals;
Possession of dangerous weapons, hunting arrows or potentially injurious war souvenirs;
5. Disorderly, vicious or immoral conduct (indecent exposure) in or near the residence halls;
6. Possession or harboring of dogs, cats, birds, snakes or other animals;
7. Misuse, abuse, theft or destruction of residence hall property;
8. Use and/or possession of unauthorized heat-producing appliances or devices;
9. Use by residents of their rooms or facilities of the building for commercial purposes or in association with commercial vendors without permission from the Director of Residence Life
10. Installation or placement of any equipment, materials, etc., outside of the room which may be deemed dangerous, unsightly or otherwise undesirable by Residence Life;
11. Repair or storage of motorized vehicles or apparatus in housing areas either in or out of doors, except in designated areas;
12. Unauthorized possession, use or sale of keys to University facilities;
13. Visitation by members of the opposite sex in restricted areas other than during regularly approved and scheduled visitation periods;
14. Unauthorized guests;
15. Behavior in the residence halls over periods of time indicating that the Student is not able to adjust to the requirements of group living;
16. Interference with fire controls, fire equipment or system;
17. Unauthorized or illegal use of telephones (i.e., charging unauthorized calls to any University number);
18. Smoking or lighting of any material inside any University building;
19. Any conduct deemed not to be in the best interest of the University and/or its Students.

20. Any violation of the University disciplinary rules found in the current Residential Life Handbook, the Student Handbook or the Student Code of Conduct;

C. Students found responsible of vandalizing University property may be fined a minimum charge plus the replacement cost of that property.

11.0 PAYMENT

A. This Contract requires a Housing Application Fee of \$75, for all new residents only, which is non-refundable.

B. Money order or cashier's check payable to:

Mississippi Valley State University
Office of Residential Life
14000 Highway 82 West MVSU 7238
Itta Bena, MS 38941-1400

Record the Student's Identification Number on your payment.

C. Rental charges are due and payable at the University's Cashier's Window, in conjunction with other charges (i.e., fees, board, hall fines, etc.).

12.0 BOARD (MEAL PLAN)

A. Board is mandatory for all Students residing in University Housing. Board consists of a University-sponsored meal plan of (19) meals per week for one semester.

13.0 CHARGES BEFORE OCCUPANCY

A. The \$75 Housing Application Fee is due for all new residents only, prior to occupancy and is non-refundable under any circumstance.

14.0 KEYS

A. Student will be assigned one copy of applicable key(s). Lost keys will result in a replacement fee of \$17.50 per key, plus \$17.50 suite, where applicable.

B. Keys may not be duplicated or given to any unauthorized person.

C. Upon termination of this Contract for any reason, Student must return all room keys within 24 hours to the Office of Residential Life or Student will be assessed the \$17.50.00 per key replacement fee.

15.0 TERMINATION OF CONTRACT

A. Cancellation Policy

1. Cancellation occurring July 1- July 31 will result in a **\$400** non-refundable cancellation fee. Cancellation occurring after August 1 will result in a **\$500- \$750** non-refundable cancellation fee. The Housing Cancellation Form must also be completed to officially execute cancellation.

2. Cancellation after August 15- October 1 must be done by petition. Petitions are due in the Office of Residential Life no later than 4pm on October 1 (Fall); March 1 (Spring)

3. Petition for removal of charges after occupancy shall be made through the Director of Residential Life and will be determined on a case by case basis. **(Board will be prorated)**

B. Dismissal from the University through disciplinary suspension or expulsion will negate any refund of fees that may have been due the Student. The University may terminate this Contract as a disciplinary action against Student.

C. Should this Contract be terminated, the Student agrees to vacate the Hall within four (4) hours unless special permission has been obtained from the Director of Residential Life or a designee of that office. If a student is evicted or withdraws from the residence hall and fails to remove his/her belongings from the room, all items left will be removed. However, the University does not provide storage of belongings. Therefore, items that are not retrieved within 7 days will be disposed of at the University's discretion. Additionally, a \$100.00 moving fee and a \$10.00 per day storage fee will be assessed to the student's account.

D. Should the student default in complying with any provision herein, the University may, at its election, terminate this Contract, retain all payments made hereunder, or in the alternative, it may seek any other remedy in law or in equity, which it may elect, including but not limited to specific performance of the Contract and damages.

E. The Student agrees to pay all reasonable costs, attorney's fees and expenses that shall be made or incurred by the University in enforcing this Contract.

16.0 OVER-ASSIGNMENTS

A. The Office of Residential Life may assign a third occupant to a double room when necessary. As space opens up, the third occupant in a double room will be reassigned.

17.0 NO WAIVER

A. Failure of the Office of Residential Life to strictly and promptly exercise any right granted to it in this Residence Hall Contract shall not operate as a waiver of its right to subsequently enforce such rights and no indulgence, extension or delay by the Office of Residential Life shall be construed as a waiver of any such right.

MY SIGNATURE BELOW INDICATES THAT I HAVE READ, UNDERSTAND, AND I AGREE TO ALL THE TERMS AND CONDITIONS OF THIS APPLICATION AND CONTRACT AS CONTAINED WITHIN THIS DOCUMENT, AND I AGREE TO ABIDE BY THE PROVISIONS CONTAINED HEREIN. I FURTHER UNDERSTAND THAT I AM SUBJECT TO THE RESIDENCE HALL POLICIES, PROCEDURES, RULES AND REGULATIONS, AND TO THOSE GOVERNING THE UNIVERSITY. COPIES OF THESE RULES AND REGULATIONS MAY BE FOUND IN THE RESIDENCE HALL CONTRACT, STUDENT HANDBOOK, RESIDENTIAL LIFE HANDBOOK, AND THE MVSU RESIDENCE HALL CODE.

➡ **Signature of Applicant:** _____ Date: _____

Please return the Housing Application to the Office of Residential Life. The housing terms and conditions are for your records.

➡ **Parent's Signature** (If applicant is less than 18 years of age) _____ Date: _____

Mississippi Valley State University, in compliance with Title VI of the Civil Rights Act of 1964 and Title IX of the Education Amendment of 1972 (Higher Education Act), does not discriminate on the basis of race, religion, national origin, or sex in any of its policies, practices, or procedures.

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2015-2016 HOUSING APPLICATION

Please Check One: Continuing Resident New Resident (never lived in the residence hall)

Before signing the Housing Application, please read carefully the terms and conditions in the Residence Hall Housing Contract, which is attached in the pages to follow. The Housing Contract is binding and places obligations on each applicant who accepts on-campus housing at Mississippi Valley State University for the contract period. The provisions of this contract are official regulations of Mississippi Valley State University and are subject to change by the University. This application is to be completed by all students who wish to live in the residence halls while attending Mississippi Valley State University.

Last Name	First Name	Middle	MVSU Student ID #	Social Security #
Permanent Mailing Address:		P.O. Box/Street	City	State
				Zip Code
Home Telephone #	Mobile Telephone #	Date of Birth	Gender: Male / Female	
Parent(s) or Guardian's Name		Home Telephone #	Work Telephone #	

UNIVERSITY-ISSUED EMAIL (returning students only): _____

PERSONAL EMAIL (incoming students only): _____

Program (i.e. Band, Odyssey, Athletics, Choir, etc; if applicable) _____

ROOMMATE PREFERENCE (not guaranteed):

Name	LAST	FIRST	MIDDLE	Student ID #
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- | | |
|---|---|
| All Freshman Males – Ratcliff Hall
Upper Class Males – James Hall
Upper Class Male – New Men –3.00+ CGPA
Junior/Senior Males-Valley Annex Hall | All Freshman Females – Stewart Hall
Upper Class Females – Magnolia Hall
Upper Class Female : New Women –3.00+ CGPA
Freshman Females- Reed Hall
Junior/Senior Females-Valley Annex Hall |
|---|---|

REQUESTED RESIDENCE HALL: Hall Preference _____ **/ RM#** _____ **/SUITE#** _____

Note: Private rooms and rooms requested are not guaranteed. If space is available after initial assignments have been made, requests may be granted on a first come, first served basis at discretion of the Director of Residential Life. There is an additional fee for a private room. Please initial if you want to be placed on the private room waiting list. Initials: _____

Indicate here any special needs or accommodations you have of which we should be aware when making your residence hall assignment: _____

WHOM SHOULD WE CONTACT IN CASE OF EMERGENCY?

Name	Relationship to You	Home Phone Number
Address	City	State
		Zip Code

I understand that the application must be returned with a non-refundable Housing Application Fee of \$75.00. I also understand that this sum is not applicable to payment of room rent, but is a contingency deposit against possible damage(s) to University property or preferential cancellation of agreement. I understand that acceptance of this application does not constitute a guarantee of assignment of a residence hall room or admission to the University. I understand that I may submit this application and application processing fee prior to acceptance at the University, but no room assignment will occur until I have been admitted to and completed the entire registration process at Mississippi Valley State University.

Please submit this application with CASHIER'S CHECK or MONEY ORDER payable to MVSU/Residential Life. The Mailing Address is: Office of Residential Life , MVSU 7238 14000 Highway 82 West, Itta Bena, MS 38941-1400. If you have any questions or concerns, please feel free to contact us at 662-254-3590. Retain your receipt of payment for your records and as proof of payment to the Office of Residential Life.

MY SIGNATURE BELOW INDICATES THAT I HAVE READ, UNDERSTAND, AND AGREE TO ALL THE TERMS AND CONDITIONS OF THIS APPLICATION AND CONTRACT AS CONTAINED WITHIN THIS DOCUMENT, AND I AGREE TO ABIDE BY THE PROVISIONS CONTAINED HEREIN. I FURTHER UNDERSTAND THAT I AM SUBJECT TO THE RESIDENCE HALL POLICIES, PROCEDURES, RULES AND REGULATIONS, AND TO THOSE GOVERNING THE UNIVERSITY. COPIES OF THESE RULES AND REGULATIONS MAY BE FOUND IN THE RESIDENCE HALL CONTRACT, STUDENT HANDBOOK, RESIDENTIAL LIFE HANDBOOK, AND THE MVSU RESIDENCE HALL CODE.

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DO NOT WRITE BELOW THIS LINE

Date/Time App. Rec. _____ / _____ AM / PM	Payment Receipt# _____
Date Assigned _____ Hall & Room Assignment _____	Residential Life Staff Initials _____