

MISSISSIPPI VALLEY STATE UNIVERSITY
OFFICE OF RESIDENTIAL LIFE/STUDENT HOUSING

MVSU 7238
14000 Highway 82 West
Itta Bena, Mississippi 38941-1400
Telephone: (662) 254-3590
www.reslife@mvsu.edu

2020-2021 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 Residential 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/Student Housing. 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/Student Housing 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 following terms:

Fall – August 16, 2020 until December 12, 2020
Winter – December 13, 2020 until December 30, 2020
Spring – January 8, 2021 until May 7, 2021

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 with a mattress, 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:

	<u>FALL</u>	<u>SPRING</u>
(Freshman/Transfer)	August 3, 2020	January 7, 2021
(Returning)	July 3, 2020	January 7, 2021

- 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 residence hall, room, or specific roommate.
- C. Transfer from one room to another will be predicated upon the available space, 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 Residential Life or designee.
- F. Residence Hall criteria and guidelines are listed below:

Freshman Females – Edna Horton Hall
Upper Class Females – John A. James Hall
Upper Class Females – New Women Hall 3.00 + CGPA
Junior/Senior Females - Valley Annex Hall

Freshman Males – College Hall I
Upper Class Males – Magnolia Hall
Upper Class Males - McTeer Hall 3.00 + CGPA
Junior/Senior Males - Valley Annex Hall
Males - William J. Stewart Hall

4.0 OCCUPANCY

A. Undergraduate Students must be registered full time (12 credit hours or more) before moving into the residence hall. Graduate Students must be registered full time (6 credit hours or more) before moving into the residence hall. For the Winter and Summer terms, students must be registered full time (6 credit hours) 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 session (s) while attending Summer classes on the campus by registering in the Office of Residential Life/Student Housing. The Student acknowledges that he/she will not have access to the residence hall except during the dates set forth below:

HALLS OPEN	<u>FALL</u>	<u>SPRING</u>
(Freshmen/Transfer)	August 16, 2020	January 8, 2021
(Returning)	August 18, 2020	January 8, 2021
HALLS CLOSE	December 12, 2020	May 7, 2020

C. The housing space assigned is available for occupancy at 8:00 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. Any 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/Student Housing.

G. Charges do not cover rental during breaks between summer sessions 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 residence hall, 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 Condition Report** 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 residence hall, room furniture and equipment, room key 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, lobbies, 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 room 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, public areas, elsewhere in the residence hall. 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 Entry and Search Policy**, as it now exists, or as it may be hereinafter amended during the term of this Contract. The University **Residence Hall Room Entry and Search Policy** are found in the current **Residential Life Living and Learning Guide** and the **MVSU Student Handbook**.

10.0 UNIVERSITY AND RESIDENCE HALL REGULATIONS/CODE

A. The University will enforce all University and residence hall rules and regulations for all Students residing in them. The Student shall observe all University and residence hall rules and 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;
 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, weapons, hunting arrows, and/or other dangerous chemicals;
 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 and/or in association with commercial vendors without permission from the Director of Residential Life;
 10. Installation or placement of any equipment, materials, etc., outside of the room which may be deemed dangerous, unsightly or otherwise undesirable by the Department of Residential Life/Student Housing;
 11. Repair or storage of motorized vehicles in housing areas, either indoors or outdoors, except in designated areas;
 12. Unauthorized possession, use or sale of keys to University facilities;
 13. Visitation by members of the opposite sex and/or same sex (any guest) in restricted areas other than during regularly approved and scheduled visitation periods;
 14. Behavior in the residence halls over periods of time indicating that the Student is not able to adjust to the requirements of group living or any conduct deemed not to be in the best interest of the University and/or its Students;
 15. Interference with fire controls, smoke detectors, fire equipment or systems;
 16. Smoking and/or lighting of any material inside any residence hall and/or University building (MVSU is a smoke-free campus);
 17. Any violation of the University disciplinary rules and regulations found in the current **Residential Life Living and Learning Guide**, the **MVSU 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 one-time Housing Application Fee of \$75.00, for all New and Transfer residents only, which is Non-Refundable.***

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

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

C. Record the Student's Identification Number on your payment.

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 \$75.00 Housing Application Fee is due for all New and Transfer residents only, prior to occupancy, and is Non-Refundable under any circumstance(s).**

14.0 KEYS

A. Student will be assigned one key to his/her room. Lost keys will result in a replacement fee of \$25.00 per key.

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 a Residential Life staff member in the residence hall who issued the key, or Student will be assessed the \$50.00 per key replacement fee, along with a \$100.00 improper check-out fine.

15.0 TERMINATION OF CONTRACT

A. Cancellation Policy:

Fall Semester

1. Cancellation occurring **July 1, 2020 through August 3, 2020** will result in a **\$250.00** non-refundable cancellation fee. Cancellation occurring **August 4, 2020 through September 7, 2020** will result in a **\$500.00** non-refundable cancellation fee. The Housing Cancellation Form must also be completed to officially execute cancellation.

2. Cancellation occurring **September 8, 2020 through October 9, 2020** will result in a **\$750.00** non-refundable cancellation fee and must be done by the Release Request from Campus Housing Agreement/Room Changes/Meal Plan Petition. Petitions are due in the Office of Residential Life/Student Housing no later than 3:00 pm on October 9, 2020.

Spring Semester

3. Cancellation occurring **December 7, 2020 through January 7, 2021** will result in a **\$250.00** non-refundable cancellation fee. Cancellation occurring **January 8, 2021 through February 11, 2021** will result in a **\$500.00** non-refundable cancellation fee. The Housing Cancellation Form must also be completed to officially execute cancellation.

4. Cancellation occurring **February 12, 2021 through March 12, 2021** will result in a **\$750.00** non-refundable cancellation fee and must be done by the Release Request from Campus Housing Agreement/Room Changes/Meal Plan Petition. Petitions are due in the Office of Residential Life/Student Housing no later than 3:00 pm on March 12, 2021.

B. Dismissal from the University through disciplinary suspension or expulsion will negate any refund of fees that may have been due to 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 five (5) business 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/Student Housing 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/Student Housing 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/Student Housing shall be construed as a waiver of any such right.