

2017-2018 Housing and Residential Life Contract

1 PARTIES

1. Contract is made between Minnesota State Community and Technical College Office of Housing and Residential Life, referred to as Office of Housing and Residential Life, and the student, referred to as the Resident.

2 ELIGIBILITY

1. Any person who is enrolled in 6 (six) credits at Minnesota State Community and Technical College may enter into this Contract. Resident agrees to vacate the assigned room within 48 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.
2. Student is accepted for housing only upon notification by the Office of Housing and Residential Life of a housing assignment.
3. Entering into this Contract does not imply acceptance into any academic programs at Minnesota State Community and Technical College.
4. No term or condition of this Contract can be waived, and no statement made by the Office of Housing and Residential Life or its agents is considered a waiver of any term or condition, whether expressed or implied.
5. Should any clause or portion of this Contract be held invalid, all other portions continue to be in force.
6. The Office of Housing and Residential Life reserves the right to refuse housing to any student who has demonstrated an unwillingness to abide by housing standards and policies, and whom has demonstrated behavior which is incompatible with the maintenance of order and propriety in the Halls.
7. Upon acceptance of this offer by the Office of Housing and Residential Life, this Contract becomes a legally binding contract between the Office of Housing and Residential Life and Resident. Resident thereafter must abide by all the terms of this Contract including but not limited to the obligation to pay for the full length of the Contract.
8. Violation of this Contract may result in a registration hold or other administrative action, as deemed appropriate by the Office of Housing and Residential Life or other College officials.

3 DURATION OF CONTRACT

1. This Contract may be for the Full Academic Year, Fall Term Only, Spring Term Only, or Summer Only. Special arrangements may be made for occupation outside of contractual dates. Students applying for only one semester will need to reapply for subsequent semesters.
2. The Office of Housing and Residential Life may immediately terminate this Contract, reenter and retake the premises upon Resident's failure to make payments as required under this Contract or for any other violations of the terms of this Contract or any violation of College or Department rules and regulations.
3. Continuing enrolled residents may apply to occupy their assigned room for semester, and spring break housing. Application available https://minnesota.az1.qualtrics.com/jfe/form/SV_0dIxWIEF20M3iGF.
4. Continuing enrolled Residents may leave personal belongings in assigned room during break periods at no charge. Residents assume all responsibility for personal belongings and agree the Office of Housing and Residential Life is not responsible for loss, theft, or damage.
5. Continuing enrolled Residents who remain in the residence halls during any of the break periods will be held responsible to all policies and regulations as outlined in this Contract, the Student Handbook and the College Code of Conduct.
6. If Resident is occupying the premises until the end of Fall Semester and not returning for Spring Semester, Resident is required to check out of room before the start of Winter Break.
7. If Resident is released from their Contract during the Semester break, Resident is assessed a \$15/day fee for each day he/she continues to occupy the space/hold keys for the premises until checkout and agrees to pay all applicable termination fees. **A checkout is incomplete until the space is cleaned, cleared, unoccupied, and the room and building keys are returned.**

8. If Resident is a continuing enrolled student, Resident may leave personal belongings in their assigned room during semester breaks, at no charge. However, Office of Housing and Residential Life is not responsible for theft, loss or damage to any items left in the Residence Halls. **Full Academic Year Contract:** Resident may move in the Friday before the beginning of Fall Semester and may occupy the room until noon the last day of the Spring Semester. **Fall Only Contract:** Resident may move in the Friday before the beginning of Fall Semester and may occupy the room until noon the last day of the Spring Semester. **Spring Only Contract:** A Student requesting a Spring Only Contract may move-in the Saturday prior to the first day of classes for the semester and may occupy the room until noon the last day of the Spring Semester. **Semester/Winter Break:** A Student wishing to occupy their room during winter and spring break will need to apply and pay a daily rate prior to the semester closing. Application available https://minnesota.az1.qualtrics.com/jfe/form/SV_0dIxWIEF20M3iGF. Students applying to stay for Semester/Winter Break in the Residence Halls must abide by all Residence Life policies and regulations as outlined in the Housing and Residential Life Guidebook and in this Contract. Residents shall not host guests/visitors overnight during the Semester/Winter Break period.
9. Resident is liable for all fees for the entire length of the Contract regardless of occupancy.

4 APPLICATION AND ACCEPTANCE PROCESS

1. Student must complete the online application for on-campus housing, pay the \$200 Prepayment Fee, and agree to all contract terms. This action constitutes an offer to live in Minnesota State Community and Technical College Fergus Falls campus housing in accordance with all the terms and conditions of this Contract, the Housing and Residence Life Guidebook http://www.minnesota.edu/?file_id=17581, and the Student Code of Conduct <https://www.minnesota.edu/handbook/>.
2. When the Office of Housing and Residential Life accepts the application, Student will receive an email stating that the application was received and or processed.
3. Student will then sign and submit the contract within five (5) business days.
4. Student will be assigned a room based off the preferred housing options selected in the application if possible.

5 PREPAYMENT FEE

1. The Student must pay the \$200 prepayment fee when applying for housing. The prepayment fee may be refunded only as outlined in Section 8 of this Contract.
2. The Resident agrees to be on a payment plan or paid in full, before the end of the 5th day of each semester. Failure to do so may result in, but is not limited to the following; administrative action, late fees, eviction, registration hold, etc.
3. The Resident is responsible to contact the campus Business Office prior to these payment deadlines to resolve any issues or concerns related to payment.
4. The \$200 Prepayment Fee must be paid upon application.
5. The Resident agrees that in the event of damage to the common areas of the building where he/she resides, including, but not limited to; stairwells, hallways, windows, doors, laundry rooms, etc., where the responsible party is not identified, it will be the financial obligation of all the building's occupants to reimburse the College for the costs incurred to repair.
6. If Student is not accepted for housing (for example currently banned from housing or currently suspended), the prepayment fee will be returned with notification of non-acceptance.
7. If any monies/deposits/reservation fees returned, the monies will be applied to the Resident's student account.

6 RESIDENT RESPONSIBILITIES

1. Resident agrees to abide by all terms of this Contract and referenced documents including the M State Conduct Code, Housing and Residence Life Guidebook, the terms of the online Housing Application and any posted Office of Housing and Residential Life

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- procedures and policies, including changes. It is the responsibility of Resident to know and comply with all such policies and procedures.
- Resident agrees to conduct themselves in a manner that is conducive to promoting a positive environment for those Residents residing in the Residence Halls.
 - Resident agrees to pay in full all housing and meal costs assigned by Minnesota State Community and Technical College.
 - It is the responsibility of the Resident to secure their room/apartment/suite at all times.
 - Resident is responsible for any violations that occur in their assigned living space.
 - Resident agrees not to damage the room or any other living area and to leave them clean and in their original condition when vacating the rooms. Resident agrees that if he/she fails to do this he/she will be liable for all damages and repair costs.
 - Office of Housing and Residential Life encourages Resident to purchase renter's insurance or extended family insurance to cover their belongings. Resident acknowledges that Minnesota State Community and Technical College is not responsible for theft, loss, damage or destruction of Resident's personal belongings.
 - Resident agrees that he/she will live in the assigned room until the Office of Housing and Residential Life changes the assignment. Resident understands and agrees that he/she cannot transfer, without approval of the Office of Housing and Residential Life, and cannot sublet their room assignment.
 - Resident agrees to abide by the Guest and Visitation policy outlined in the Residence Life Guidebook.
 - Resident agrees to checkout properly with a Resident Assistant at the end of their contract, failure to do so will result in a \$100 improper checkout fee and subsequent fees for property removal, (i.e. lost keys or damages to the living space).

7 ROOM ASSIGNMENTS AND CONSOLIDATION

- The Office of Housing and Residential Life will not discriminate in room assignments on the basis of race, sex, color, creed, religion, age, national origin, disability, marital status, status with regard to public assistance, sexual orientation, gender identity, gender expression, or familial status.
- Residents with medical, psychological, learning or other different abilities desiring accommodations, academic adjustments or auxiliary aids should contact Disability Services located at 1414 College Way (Room C344), phone number 218-736-1500, <https://www.minnesota.edu/disabilityservices>. The Americans with Disabilities Act (ADA) Coordinator determines eligibility for and authorizes the provision of appropriate services and aids.
- Office of Housing and Residential Life will assign a room based off the Residents' selected preferences to the extent possible. No specific assignments based on Resident's preferences are guaranteed. Failure to honor preferences will not void this Contract.
- All room and building changes must be requested by Resident in writing to the Office of Housing and Residential Life. Room changes are subject to a \$25 administrative fee. All unauthorized room changes shall be subject to a \$300 charge to the Resident's account in addition to other sanctions. Further details regarding room changes are available in the Residence Life Guidebook.
- The Office of Housing and Residential Life reserves the right to reassign or consolidate rooms in the interest of order, safety, health, discipline, disaster; best use of facilities for the good of the Residence Halls; or for unresolvable incompatibility of roommates.
- Residents living in the Residence Halls may be reassigned by the Office of Housing and Residential Life if circumstances change.
- The Office of Housing and Residential Life reserves the right to eliminate apartments, rooms or suites based on changes in occupancy and to reassign Resident to another room.
- Housing assignments are not transferable from one Academic Year to another. Residents must reapply for housing each year or semester if a semester only contract was entered into.

- The Resident is required to live in the room to which he/she has been assigned, unless directed by the Office of Housing and Residential Life to move locations or a room change is approved as discussed above.
- Residents in a Fall Only Contract that fail to check out and leave belongings in their room after the fall term ends will forfeit any belongings left behind. The college will dispose of any unclaimed items 60 days after the fall term ends.
- Residents in Fall and Spring Contract that fail to return after winter break, forfeit any belongings left behind. The college will dispose of any unclaimed items 60 days after the fall term ends.

8 CONTRACT CANCELLATION

- This Contract is binding for the entire academic year or that portion remaining at the time Resident begins occupancy, except as provided in this section and in Section 10.
- Resident/Applicant may cancel the Contract only before the first Semester of scheduled occupancy. If a Resident occupies a student housing facility at M State prior to the official move in day, the Resident forfeits privilege to cancel Contract prior to official Resident move-in day. Resident must complete the Housing Contract Cancellation [form](https://mstate.custhelp.com/app/housing-contract-cancellation) (<https://mstate.custhelp.com/app/housing-contract-cancellation>) at least 30-days prior to checking out of campus housing.
- No cancellations will be accepted after the official fall semester move-in day.
- All cancellation requests must be completed using the online Housing Contract Cancellation form http://www.minnesota.edu/help-login/?p_next_page=housing-contract-cancellation which is submitted directly to the Office of Housing and Residential Life. Notice of cancellation to the admissions, financial aid, business or records office or to other College offices does not constitute notice of cancellation of this Contract to the Office of Housing and Residential Life. Pre-term cancellations can be submitted electronically at https://minnesota.az1.qualtrics.com/jfe/form/SV_9u8HnJmSYWmLB5j the Friday prior to the start of the term.
- A formal notice of cancellation is required to end Resident's Contractual obligation even if he/she has been placed on a waiting list and/or have not yet been given an assigned space prior to the beginning of a Semester.
- Individuals who submit a Contract after the appropriate cancellation deadline listed above has passed will have one week (seven days) following the receipt date of Contract by Housing and Residential Life to cancel, unless the resident has already moved in; 1-week cancellation requests are only valid prior to move in.
- Written requests for Contract cancellations received after the dates cited above will not be granted except as outlined in Section 11 and Resident will be held financially responsible for the entire Contract.
- Resident may cancel Contract for Academic or Financial Aid Suspension. Resident must provide copy of suspension letter to Housing & Residential Life department. A cancellation fee of \$50 will be applied.
- No cancellations will be accepted after the official spring semester move-in day.

9 CONTRACT RELEASE

- During the academic year, Residents can request release from the Contract (starting on 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 their designee. Exceptions are granted only in situations involving extreme or unusual circumstances. Releases will be considered for the following reasons if there is evidence that a change has occurred since the Resident has signed the Residence Hall and Dining Contract:
 - Non-admission/not enrolling for the term, withdrawal/transfer, dismissal or suspension from the College

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2. Marriage during Contract term. Serious medical or health problems which impedes the ability to fulfill the terms of the Housing and Dining Contract
 3. Graduation
 4. Military Commitment
 5. Affiliation with Minnesota State Community and Technical College programs that are away from campus and outside of the Fergus Falls area (internships, student teaching, study abroad, etc.).
2. Written documentation for all of these releases is required.
 3. 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 administration fee applied to situations outlined.
 4. If Resident is reinstated or re-enrolls after release for non-admission, withdrawal, or dismissal during the term of this Contract, Resident agrees to fulfill the balance of the Contract.
 5. Residents who remain enrolled in the College, but move out of College housing before completion of the entire academic year, will be assessed a \$350 cancellation fee.

10 CONTRACT TERMINATION/EVICTION

1. The College can terminate the Contract for disciplinary cause, health or safety reasons or disruption to the residence hall community. The Resident may be held accountable for 50% of the remaining portion of the Housing and Dining Contract for the academic year if the Contract termination is based on disciplinary sanction(s).

11 ROOM ENTRY/INSPECTIONS/SEARCHES

1. Office of Housing and Residential Life, as owner and operator of on-campus housing, reserves the right to control and monitor all portions of student housing to assure the safety of persons and other institutional purposes. The Resident hereby consents to Residence Life personnel and its designees entering Resident's room for the following reasons:
 1. Without notice when there is a clear or apparent emergency, such as fire, serious injury or injury (including a report or belief thereof), or when a danger threatens persons or property.
 2. Without notice when there are health and safety reasons including reports or reasonable suspicion of violations of law, College policies, procedures and rules, or this Contract.
 3. For routine maintenance or safety and sanitation inspections. Any such inspections or entry, except in the case of emergencies, shall be announced in advance by the posting of a notice or via e-mail notification. The Resident's absence will not prevent the carrying out of such maintenance or safety inspections. Inspections may take place without notice during break periods when rooms are not supposed to be occupied including the Semester/Winter Break.
 4. When Resident has requested a repair or filed a Maintenance Request, authorized personnel may enter in Resident's absence for the purpose of making the repairs.
 5. In order to secure the buildings, Residence Life staff will enter and check all resident's rooms during the semester breaks without notice.
 6. If a roommate moves out of a room, a member of the Residence Life staff may enter the room following the completion of the move to inspect for damages and insure space is suitable for a new occupant.
 7. To verify that rooms are prepared for new occupants if a vacancy occurs.
2. Within all buildings, all common areas, including but not limited to entrances, lobbies and hallways, may be under surveillance at any time and are subject to entry by Minnesota State Community and Technical College officials, security or other authorized personnel.

Resident and guests should expect no right to privacy in any common areas.

12 FOOD SERVICES

1. Residents living in campus housing are required to purchase a \$900 Meal Plan each semester.
2. Residents that fail to obtain a Student ID card or otherwise fail to utilize Food Services funds on their card will still be charged and will receive no refunds.
3. All Meal Plan dollars roll over from fall to spring semester.
4. Minnesota State Community and Technical College reserves the right to adjust meal hours.
5. Minnesota State Community and Technical College does not provide meals on weekends, most holidays, holiday weekends, breaks, or summer.
6. The Meal Plan is not a FULL meal plan, but rather a supplementary meal plan as there are kitchen/kitchenettes in the living units.

13 CHECK-IN AND CHECK-OUT

1. The Resident, upon signing and submitting this Contract, shall be held financially liable for its terms and conditions.
2. Residents who check-out of their rooms and vacate the residence halls without an approved cancellation are responsible for the financial terms and conditions of this Contract.
3. The Resident is responsible for completing, and returning to the Office of Housing and Residential Life, a room condition report within the first week of the Resident's occupancy. At check-out, damages located in the Resident's assigned room and not noted on the Resident room condition report may be billed to the Resident.
4. Resident agrees to occupy their room no later than the first day of classes for each Semester of this Contract unless prior written notification has been received by the Office of Housing and Residential Life.
5. Resident who is not registered for classes will lose the assigned space and forfeit the prepayment. Resident who is enrolled for classes and has an active and complete housing Contract will be financially obligated for the full term of this Contract, even if Resident does not arrive/reside in student housing.
6. The Resident must vacate the room within 24 hours after Contract termination, loss of student status, the Resident final exam, or by the established hall closing time for each Semester, whichever comes first. At the end of Spring Semester, the Resident must vacate the room/hall the last day of the term available at <http://www.minnesota.edu/news/events/> and in the Housing and Residential Life Student Handbook <http://www.minnesota.edu/?id=411>. Failure to do so may result in additional charges.
7. The Resident is responsible for completing required check out procedures. The Resident is considered to be occupying the premises for as long as the Resident retains keys, or the Resident's possessions remain in the room.

14 RIGHT OF ENTRY

1. The College or its designees reserves the right to enter the premises for repair, preservation of health, safety, quietude, placement and/or recovery of College-owned property, or when staff has reason to believe a violation of law or policy is being committed.

15 RESIDENT LIABILITY

1. The Resident is responsible for their conduct and that of any guests/visitors; responsibility includes financial liability for damage, loss, and theft.

16. COLLEGE NON-LIABILITY

1. The College is not responsible for damage or theft of a Resident's personal property, including money. Residents are encouraged to carry appropriate personal property insurance.

17 UNAVAILABILITY OF PREMISES

1. In the event that any of the premises which are the subject of this Contract, which for the purpose of this provision shall include any and all areas, in and about the residence hall, should be partially or totally

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lost, destroyed otherwise unavailable because of fires, strikes, disaster or other events so as to render them unfit or unavailable in whole or in part, then the College shall have the right to immediately terminate this contract. The College shall not be liable to the Resident for any damage occurring as the result of such termination.

18 LIMITS OF RESERVATION

1. A Contract for a room in a residence hall does not indicate admission to the College. Conversely, admission to the College does not guarantee a residence hall assignment.

19 COMPLETE CONTRACT

1. This Contract and the Housing and Residential Guidebook represent the entire Contract between the parties and no oral promises between the College and Resident are binding therein. In witness whereof, the parties have caused this Contract to be duly executed intending to be bound thereby.

20 APPEALS

1. Residents have the right to appeal disciplinary or financial consequences. The Level One Academic and Student Services Appeal form (<https://inoweform.campus.mnsu.edu/imagenowforms/fs?form=MState%20SS%20and%20Academic%20Appeal%20eForm>) must be completed.

AUTHORIZATION

By signing this contract, resident (parent/guardian) agrees to the terms and conditions outlined here and in the Housing and Residential Life Guidebook.

I, the undersigned Resident (parent/guardian), have thoroughly read this contract. I agree to comply with and abide by a) all terms and conditions that appear on this contract; b) the rules and regulations governing the conduct of students living in housing; c) the rules and regulations as outlined in the various publications sponsored by the Office of Housing and Residential Life; and d) all other current college rules and regulations governing the conduct of students and any that may be adapted and published by the college during the term of this contract.

This contract is invalid if not signed.

Signature of Resident*

Resident's Printed Name

Date

Student ID number

*The signature of a parent or guardian is required for students under 18 years of age.

Signature of Parent or Guardian (if applicable)

Parent or Guardian's Printed Name and Relationship

Date

M STATE ACCEPTANCE

Signature Director: Office of Housing and Residential Life

Printed Name

Date