

# **MOUNT ST. MARY'S UNIVERSITY – HOUSING CONTRACT TERMS**

## **2011-2012 ACADEMIC YEAR**

**I. INTRODUCTION.** You are subject to the conditions and terms noted within this Housing Contract and subject to all current rules, regulations, procedures and responsibilities stipulated within the Mount St Mary's University undergraduate and graduate catalogs, schedule of classes, student handbook, Code of Student Conduct, and other relevant University documents. The residential facilities are provided as a service to students and are unique to the University community. Therefore, it is not a landlord/tenant relationship.

### **II. GENERAL CONDITIONS.**

A. This Housing Contract ("Contract") is between Mount St. Mary's ("University") and you (and your parent or guardian if you are under 18 years of age) when you agree to this Contract. The Contract is not transferable.

B. Failure to comply with the terms of this Contract will result in (1) judicial action and/or (2) termination of the Contract at the discretion of the Director of Residence Life (RL) (or designee) and/or (3) a \$500 charge.

C. To be eligible for residence, you must be admitted and enrolled as a full-time (12 credits) degree seeking undergraduate at the University and have paid required University fees. However, dropping below the full-time course load of twelve credits per semester during any Contract period does not automatically release you from the financial responsibility for your Contract during that period, but may result in an ineligibility to live on campus. In addition, you must fulfill mandatory immunization requirements, as outlined by Health Services to live in the residential facilities (see Section IX).

D. Mount St. Mary's University is committed to a stated policy of nondiscrimination. The University provides room and board accommodations without regard to race, religion, creed, sexual orientation, sex, age, level of ability, or national origin. If you have a disability and require special accommodations, please contact Residence Life and Learning Services about your needs.

E. Students must check out in accordance with published check out procedures. Failure to do so will result in an improper check out charge. Student will be assessed charges for failure to turn in a key and for any cleaning or repair of damage required upon inspection of the residence.

### **III. CONTRACT PERIOD.**

This Contract is established upon signature of the student and Residence Life staff member. This Contract is for the entire academic year, or if entered into after the beginning of the academic year, for the remainder of the academic year. The period of occupancy begins upon issuance of a key and will end twenty-four (24) hours after you complete finals, or after 6 PM on the last day of the Contract period, whichever is earlier, without written authorization from Residence Life. Room and board are only provided when the University is in session and the residence halls are open. Residence Halls are closed during breaks (according to the Mount St. Mary's University calendar). You must leave your assigned space prior to the date and time established for hall closings and may not reenter any closed campus residence hall during the break period.

### **IV. ASSIGNMENT OF SPACE.**

This Contract is for any space in a residence hall or apartment, not a specific room or bed. You are required to pay the published rate for the space that is assigned. The University reserves the right to make changes in assignments when it deems necessary. Room changes begin two weeks following the last day of check-in. If you move to a different room or apartment without prior approval of Residence Life, you will be assessed a \$50 improper room change fee and expected to return to your original assignment. Judicial action may occur. When commencing an Residence Life approved room switch, the student must complete all required steps in the allotted timeframe. Failure to complete the room switch in the allotted time will result in a \$50 per day fee until all steps are completed. The student is responsible for any additional costs as a result of the room change. A student may not inhibit the Residence Life approved room change process. The University reserves the right to require you to

move to different accommodations: (a) to make the most effective use of its facilities (including consolidation of vacancies); (b) when the appropriate Residence Life officials deem it advisable for the welfare and benefit of you or other students; (c) when repairs and maintenance are required to correct a condition dangerous to the health and/or safety of the resident or the residents of the building; (d) when renovations are required in order to meet the University's short or long term housing needs or (e) when Residence Life determines that to meet the University's short or long term housing needs require a reallocation of student housing. Residence Life officials reserve the right to occupy any or all vacant spaces within any assigned room.

**V. TEMPORARY HOUSING.** If you cannot immediately be assigned to a permanent space, a temporary assignment may be offered within the residential facilities. If you accept a temporary assignment, you must accept a permanent assignment provided by Residence Life when the space becomes available.

**VI. HOUSING SELECTION.** By agreeing to this contract, the student is committing to being a participant in the Housing Selection process. Once an application for housing is accepted by Residence Life, the student may not change the initial group application. Roommate change requests will not be considered after the selection process has taken place. These requests will only be considered after the first two weeks of the next semester. If a student signs this contract, but does not participate in the selection, a space will be chosen for the student by RL at the end of the selection process. The student is agreeing for the group leader of their housing selection group to select the room and bedroom for each person in the group as applicable and understands that no changes will be permitted to the housing assignment including bedroom assignments until after the room freeze period ends. In addition, the student is confirming that any Accounting and Finance holds on their student account will be cleared by the stated deadline and understand that if said hold is not cleared by the deadline, the student will be removed from the housing selection process and will be assigned by Residence Life at a later date.

**VII. GUESTS.** Student rooms are for use by Mount St Mary's students assigned to that room and may not be used by other students or by those who are not members of the University community without the prior approval of all of the assigned students. No one may sleep in hall lounges. Overnight visits should only occur on a limited and infrequent basis and not to exceed three consecutive nights and only with the consent of the others sharing the room/apartment. Guests may not stay in unoccupied beds without the consent of the students whose bed is to be used. Cohabitation, which is defined as overnight visits or residing with a sexual partner, is incompatible with the Catholic character of the University and is not permitted. Male students or guests should not be present anywhere on a female residence hall floor, room, or apartment after 12 a.m. on evenings before classes and after 2 a.m. on other nights. Similarly, female students should not be present anywhere on a male residence hall floor, room, or apartment after 12 a.m. on evenings before classes and after 2 a.m. on other nights. Residents of a room, suite, apartment, or house are responsible for all that occurs within that dwelling including any visitor misconduct. Whether a visitor is a student or non-student, the student host will be held responsible for violations of the Student Code of Conduct. Responsibility may be determined under these rules even if the host is not a participant in the activity or has left the visitor(s) alone. Student residents will be responsible for the payment of all charges related to the presence of guests in their residence hall rooms.

**VIII. ACCEPTANCE OF THIS CONTRACT.** The Contract is effective upon execution of the Contract by Residence Life provided that Residence Life has received the Contract, signed by you (and your parent or guardian, if you are under 18 years of age), without any change to the terms of the Contract by the designated deadline.

**IX. REQUIRED MENINGITIS VACCINE FOR STUDENTS.** Maryland state law requires that students residing in university housing must be vaccinated against meningitis. You may elect to waive this requirement if: (1) the University provides you (or your parent / guardian, if under 18 years of age) detailed information on the risks associated with meningitis and the availability and effectiveness of any vaccine; and, (2) you (and/or your parent / guardian, if under 18 years of age) sign a waiver stating that you (and/or your parent / guardian, if under 18 years of age) have received and reviewed information provided and have chosen that you will not receive the meningitis vaccine as well as a place to waive the requirement. Proof of vaccination must be on file in the Wellness Center prior to check-in or moving into your space on campus.

**X. MEAL PLANS.** Resident students residing in traditional resident (Terrace/Pangborn/Sheridan/Annex/Bicentennial Hall/non-apartment style) must purchase either the Mountaineer or the Mountie meal plan. Exceptions cannot be made for dietary, medical or religious reasons. Students residing in the apartments or interest houses, have the option of purchasing one of the meal plans, opening a Dining Dollars account or no plan at all. Meal plans can only be changed through the first week of the semester. All changes must be made in writing to the MOUNT card office. You can stop in the office to fill out a new contract, send an email, fax, written note, or go online to the [msmary.edu](http://msmary.edu) website. At the end of the semester, any remaining Flex Dollars will be forfeited.

**XII. CANCELLATION/TERMINATION AND REFUNDS.**

A. Refunds. Termination of this Contract by the University as listed under E. shall result in total forfeiture of room fees paid to date. Application for refund of room fees shall be made through the Accounting and Finance office; however, such application shall not be processed until RL has received written notification of termination of the contract, the student has vacated the room and a final check-out is complete. Decisions on refunds are made on a case-by-case basis. If Student voluntarily withdraws from the University and has no indebtedness to the University, a portion of the room fee may be refunded as described below, depending on the date of the formal withdrawal (that date on which the withdrawal forms have been properly completed and returned to the Registrar's office). Please note that you must also notify the Office of Residence Life, in writing. The refund schedule of room fees is as follows:

Prior to first day of Classes:	100%
First week of Classes:	100%
Second week of Classes:	80%
Third Week of Classes:	60%
Fourth Week of Classes:	40%
Fifth Week of Classes	20%

After five weeks of classes, there will be no refund of room fees.

Application for refund of room fees shall be made through the Accounting and Finance office; however, such application shall not be processed until Residence Life has received written notification of termination of the contract, the student has vacated the room and a final check-out is complete. Please note that the room fee refunds and the schedule thereof, are unrelated to any fees associated with a Breach or Termination of Contract (see II, Part B and XII, Part C).

B. Contract Release after Opening. The Housing Contract is binding for the entire academic year (or if entered into after the start of the fall semester, for the remainder of the academic year). Releases will be approved only for the circumstances listed below:

1. Graduation from Mount St. Mary's University.
2. Withdrawal from Mount St. Mary's University for the entire Contract period, or the remainder thereof, for Residence Life approved circumstances.
3. Any authorized University special program that makes it mandatory for you to be away from the campus (e.g., student teaching, study abroad, internship, practicum) will automatically release you for the time involved, provided that the Contract release is processed.
4. Ineligibility to continue enrollment due to failure to meet academic requirements.
5. Medical Leave Numbers one (1) through five (5) will result in a contract release when they can be documented.

C. Applying for Release From the Contract. In order to request a release from the Contract, you must stop by Residence Life to complete a Housing Contract Release Request. Release from the Contract for any other reason other than those described in XII, Part B. will result in a \$500 fine. If you have occupied the assigned room, you must follow proper check-out procedures. Occupancy is defined as issuance of a key to you for a specified room and does not require actual physical presence by you and your belongings. Failure to check out properly will result in a \$50 improper check-out charge. If the housing bill is paid and you are later released from your

Contract, a prorated refund will be processed. If the Contract release is approved, your check-out and removal of personal items must be completed within twenty-four (24) hours of the Contract release. Until the Housing Contract Release Request is received and approved by RL, the student will still be responsible for all housing costs incurred.

D. Remedies. If Student materially breaches this Contract, University may, at its election, terminate this Contract, retain all payments made hereunder, or in the alternative, it may elect any other remedy in law or in equity including but not limited to specific performance of this Contract and damages. Student agrees to pay all reasonable costs, attorney's fees and expenses that shall be made or incurred by University in enforcing this Contract. Until all sums due and owing under this Contract are fully paid, student may not register for future course work in University or receive transcripts, diplomas, or degrees.

E. Contract Termination by Mount St. Mary's University. The University reserves the right to terminate this Contract for the following reasons:

1. The University will terminate or temporarily suspend performance of any part of this Contract without notice in the event an urgent need would make continued operation of student housing infeasible. In the event your assigned accommodations are destroyed or otherwise made unavailable and the University does not provide other accommodations, the Contract will terminate, your obligation will cease, and payments previously made for room fees will be refunded on a prorated basis.
2. The University can terminate this Contract if you have: (1) breached this Contract; or (2) violated State or Federal laws (3) provisions of University insurance policies related to the residence halls.
3. All payments must be received by the Mount St. Mary's University Accounting Office on or before the due date indicated on the billing statement in order for the Contract to remain binding. Payments or signed Contracts received late will not be accepted. If you submit a late payment, you will be reassigned or your Contract will be cancelled. If you expect to receive financial aid funds after the payment due date, you must present verification from the Financial Aid Office regarding the amount of aid you will receive.
4. If you are suspended or restricted on an interim basis from the University and/or University facilities, you may be subject to termination of this Contract in accordance with applicable University rules and procedures.
5. Student drops below full time student status (12 credits).
6. To preserve order, health, safety or discipline, in the discretion of the University. As well as circumstances in which the Student's continued occupancy of the residence is deemed to pose a danger to the Student or others.

### **XIII. NON-OCCUPANCY.**

If you fail to check-in to your assigned room by 12 Midnight on the second day of classes of each semester, your Contract will be terminated unless prior arrangements for late arrival have been made with Residence Life.

### **XIV. GENERAL PROCEDURES AND POLICIES.**

A. Policies and Regulations. At all times, Student shall comply with all University policies and regulations, including those contained in the Student Handbook and at [www.msmary.edu/studentconduct](http://www.msmary.edu/studentconduct). Failure to do so may result in disciplinary action including residence hall probation or suspension, loss of housing selection preference, expulsion from the residence halls, or suspension or expulsion from the University. Student acknowledges that Student's compliance with University policies and regulations is specifically required as a condition of this Contract.

B. Maintenance and Housekeeping. You are expected to maintain your room or apartment in an orderly, safe and sanitary condition at all times. You will not perform your own repairs in rooms or apartments, or on furnishings and equipment, nor alter furnishings or equipment from its intended use. Charges for repairs or damages, if appropriate, are determined by Residence Life and/or the Physical Plant and assessed to all students assigned to the room /apartment. Housekeeping is provided only in common areas, such as stairwells, hallways and laundry rooms. Student specifically agrees to be liable for damage or other loss incurred to the building, room, furniture and equipment which is not the result of ordinary wear and tear. Damage within the student rooms is the responsibility of the students assigned. Damages that occur to public areas (e.g. restrooms, lounges, hallways,

etc.) that are not attributable or chargeable to a specific individual or group shall be equally shared by the residents of the living area where those damages occur. Student agrees to pay such damages to University upon demand.

C. Room Entry and Inspection Conditions. Authorized University officials reserve the right to enter/inspect your room or apartment: (a) upon occupancy; (b) prior to departure; (c) to make repairs; (d) when there are reasonable grounds to believe that a condition exists that endangers health; (e) when there is reason to believe that safety and security is at risk; unauthorized equipment is present in a room; (f) where unauthorized person(s) are living in the room; (g) to make routine inspections for maintenance, health and safety, and to perform required services, as announced by RL; or (h) when there is reason to believe a specific violation of University or RL policy is taking place. Authorized University officials reserve the right to conduct an administrative search of your space in the case of a health emergency, or when there is reason to believe that a specific violation of RL or University policies is taking place that has the potential to have serious impact on your health and/or safety and/or the University community.

**XV. LIABILITY.** Mount St. Mary's University will assume no responsibility for accident, personal injury, or illness sustained by you, guests or visitors, nor for the damage, theft, or loss of personal property. You release Mount St. Mary's University, its officers, agents and employees from any liability on account of any accident, injury, illness, property damage, theft, or loss. If you are not present during a break period, at your own risk, you may choose to leave personal property in your assigned space. However, Mount St. Mary's University encourages you to remove valuable personal property. Mount St. Mary's University recommends that you contact an insurance carrier of your choice to insure protection against any harm, loss or damage.

#### **SPECIALTY HOUSING ADDENDUM**

Students who reside in the specialty housing listed below agree to the terms listed below by agreeing to the housing contract.

#### ***FAITH DEVELOPMENT COMMUNITY:***

- Be active in an organized religion
- Be respectful to other students regardless of religious difference
- Participate in at least 7 hours of community service per semester

#### ***HONORS HOUSING COMMUNITY:***

- Support the members of the honors community in their pursuit of a liberal arts education
- Work together to initiate programs and activities that expand on what is taught in academic classes
- Actively support educational, social, and recreational programs sponsored by and for the honors community
- Commit to working with the Resident Assistant (RA) and floor residents to provide quality programs and opportunities for the exchange of ideas and perspectives
- Understand that programs and activities in the honors community could include, and are not limited to, discussions on healthy lifestyles, faculty visits, academic department events, study skills, critical thinking, values development, civic responsibility, ethics, and current events

#### ***LEADERSHIP COMMUNITY:***

- Dedicated to developing further leadership skills within a floor of current campus leaders
- Must maintain a 2.5 cumulative GPA
- Must be an active leader in a campus organization

#### ***SUMMIT LIVING:***

- Support the members of Summit Living in their pursuit of a liberal arts education
- Will not engage in alcohol, tobacco or other drug substances on or off campus
- Work together to initiate programs and activities that expand on what is taught in academic classes
- Actively support educational, social, and recreational programs sponsored by and for Summit Living
- Work with the Resident Assistant (RA) and floor residents to provide quality programs and opportunities for

the exchange of ideas and perspectives

- Understand that programs and activities in Summit Living could include, and are not limited to, discussions on healthy lifestyles, faculty visits, academic department events, study skills, critical thinking, values development, civic responsibility, ethics and current events

***WOMEN IN SCIENCE COMMUNITY (WIS):***

- Support the members of the WOMEN IN SCIENCE community in their pursuit of a liberal arts education
- Work together to initiate programs and activities that expand on what is taught in academic classes
- Actively support educational, social, and recreational programs sponsored by and for WOMEN IN SCIENCE community
- Work with the Resident Assistant (RA) and floor residents to provide quality programs and opportunities for the exchange of ideas and perspectives
- Understand that programs and activities for the WOMEN IN SCIENCE community could include, and are not limited to, discussions on healthy lifestyles, faculty visits, academic department events, study skills, critical thinking, values development, civic responsibility, ethics and current events