



RESIDENCE LIFE HOUSING CONTRACT '21-'22 Terms & Conditions of Residence

Contract Period. A residence hall or apartment contract is binding for the entire academic year, spring semester or summer session designated on the application/contract, which is signed on an individual basis by each student and becomes a contract upon acceptance by the University. Rooms may be occupied during the periods stated on the University website for the applicable semester or session. The room and board fees do not cover periods of time when the halls are closed for breaks. Residents living in the halls during such times need special permission and need to pay additional fees.

Use of Assigned Room. The room assigned to an enrolled student is to be occupied by the student, and a student may not sublet the assigned room. Rooms are for student residence purposes only, and a student may not use their assigned room for any commercial purposes. Students may not allow another person to live with them who is not assigned to that room by the University. Students allowing an unassigned person to live with them will result in disciplinary action and possibly additional housing charges.

Student On-Campus Residency Requirement. All first-year students are required to live in campus housing. Exceptions include students over 21 years of age, married students, transfer students, or students commuting and living with a parent or legal guardian. Any student violating this policy is subject to housing charges applied to their account and possible suspension from the University. First-year residency waiver forms must be submitted.

Technical Standards. Truman State University is a liberal arts college committed to the value of the traditional residential college experience. Students, with very few exceptions, are required to live in our residence halls during their first year because these experiences contribute to the achievement of our University Mission and various learning outcomes required of our students.

Individuals who fail to participate in the essential functions of our living/learning environment may be dismissed from the residence halls. These essential functions include the ability to attend class and required meetings regularly; interact positively with others; and meet one's own basic physical, social, and emotional needs. Reasonable accommodations to achieve these essential functions will be provided for those individuals with documented disabilities through the office of Student Access and Disability Services.

Acceptance of Application. The University reserves the right to reject an application for accommodations in the University residence halls/apartments. If the University accepts an application, the student will pay all charges for the accommodations assigned at the rate and times established by the University.

Assignments. The University shall have the right and privilege to (a) change a student's room (or roommate) assignment; (b) require a student to move to a different room; and (c) place additional students in a student's assigned room. The inability of the University to grant a student's assignment preference shall not void their

application/contract. If a student fails to occupy their assigned room on or before the second day of classes of the applicable period without notifying the Residence Life Office in writing of a delayed arrival, the tardy student's room may be assigned to another student. However, a student's delayed arrival shall not relieve the student from accepting other available accommodations, which may be assigned to the student by the University. Students who sign a housing application/contract and fail to notify Residence Life that they will not be living on campus will be subject to all contract breakage penalties, the loss of their housing deposit, and prorated room and board charges. The student may not alter or amend the application/contract.

Application of Deposit. A student shall pay the housing deposit at the time of their application for housing. The University will retain it until the end of the application/contract period. If the student has properly performed their duties under the contract, including proper checkout, and if the student does not have any delinquent debts to the University at the end of the contract period, a portion will be refunded to the student shortly thereafter. The remainder of the deposit will be retained as a processing fee in all cases. If a student is responsible for any unpaid damages or is delinquent on any debts to the University, the appropriate portion of the deposit will be applied toward the payment of such damages or debts, and the balance of the net deposit will be refunded. In the event a student is responsible for damages or delinquent debts in excess of the deposit, the entire amount will be applied toward the payment of such damages or debts, and the student shall be liable for the remaining balance of the damages or debts.

Refund of Deposit. The refundable portion of the deposit will be returned to a student upon satisfactory completion of their contract without any delinquent indebtedness to the University. The refundable portion of the deposit also will be returned to a student upon the following conditions: (a) If the University does not accept the student's application for housing or (b) If the student is denied admission to the University for the applicable period. The refundable portion of the deposit will be refunded to a student who has not previously attended the University if the student notifies the University in writing prior to Aug. 1 for fall Semester and Nov. 15 for Spring Semester enrollment that they will not be attending. In all other cases, the University reserves the right to retain the refundable portion of the deposit as liquidated damages for breach of contract.

Checkout and Vacation of Room. Upon termination of the student's contract, a student is required to complete a prescribed checkout procedure for their room by following the procedures established by the Residence Life Office. Failure to check out properly will result in one or more of the following: retention of the refundable portion of the deposit as liquidated damages, an improper checkout fee, and/or a loss of key fee. In addition, the resident will be responsible for any additional damages. A student is required to vacate their assigned room by the times established by the Residence Life Office.

Failure to vacate will result in additional charges.

Renewal of Contract. If a student requests the renewal of their contract for a subsequent period, and if the application for renewal is accepted by the University, then the refundable portion of the deposit for the current contract will be used to renew contract. If the student signs a new contract and then decides not to live in the residence halls or apartments for the new contract period, the University shall have the right to retain the refundable portion of the deposit, the required pre-payment amount, and impose a penalty for break of contract and prorated room and board charges.

Room and Board Fees. Room and board fees are due on or before the dates stated on the Business Office website for the applicable period. If the designated amounts are not paid on or before the due dates, the University may assess an additional fee for each late payment. In addition, the University may 1) suspend board privileges during such periods of delinquency or 2) terminate the contract.

Inspection. The University reserves the right to enter the assigned room for the purpose of inspection, safety concerns, and maintenance or repair. The University further reserves the right to enter the assigned room and to inspect the possessions of the occupants if reasonable cause exists to believe that the student has violated University rules and regulations. The University reserves the right to remove or move personal belongings as part of this process.

Fire, Theft or Other Damage. The University shall not be responsible for the loss of, or damage to, any personal property of a student from any cause whatsoever. Residents are encouraged to carry renter's insurance. In the event the room assigned to a student is destroyed or rendered wholly uninhabitable by the University and the University does not elect to furnish other accommodations, the contract shall be terminated as of the date of destruction. In the event of such termination, any prepaid room and board fees shall be reduced proportionately.

Housekeeping Services. The University shall provide housekeeping service in the hallways and other common areas of the residence halls. Each student shall provide housekeeping services in their assigned room.

Damages. A student is liable for the cost of any repairs made necessary by the fault or negligence of the student or by their invited guests. The responsible resident shall pay the amount of damages to University property.

Rules and Regulations. A student shall comply with all rules and regulations for University residence halls and apartments, including but not limited to the rules and regulations noted on the Residence Life website. Violators of such rules and regulations are subject to disciplinary action and/or termination of contract by the University. Reasons for disciplinary action or termination include, but are not limited to: failure of the student to comply with the terms of this contract or be formally enrolled at the university; involvement of

the student in actions or activities detrimental to the health, safety, welfare, or security of self or other residents, or activities disruptive to the residence hall community. A housing contract may be immediately suspended and the resident required to vacate the premises when circumstances indicate that the resident's continued presence in the living unit may constitute danger, or threat of danger, to property, the resident, or others in the housing system.

Other Debts to the University. If a student permits any debts to the University to become delinquent, the delinquency may result in the placement of a "hold order" on the student's records. In addition, the University may suspend the student's board privileges or terminate the student's housing contract.

Imposition of Fines and Charges. Fines may be assessed to a student for violation of University or Residence Life Policies and/or the Student Conduct Code. Charges for damage to residence halls, rooms, and any other university property will be assessed to the resident's student account. Completing the Housing Application in the Housing Portal indicates agreement to pay any fines or charges assessed.

Cancellation by Student prior to first date of contract period for students returning to the University. Students must submit their contract cancellation request in writing to the Office of Residence Life. **Full Academic Year Contracts (Fall Semester start date):** If a student requests cancellation after the signing of a one year contract and prior to the first date of the contract period, the student shall incur a \$500 cancellation fee and the forfeiture of the housing deposit. **Spring Semester Only Contracts (Spring Semester start date):** If the student requests cancellation after signing a one semester contract and prior to the first date of the contract period, the student shall incur a \$500 cancellation fee and the forfeiture of the housing deposit.

Cancellation by the Student during the contract period. If the student voluntarily requests

cancellations of the Housing Contract during the period that the contract is in effect or is removed from housing for disciplinary reasons and remains enrolled in the university, the student shall forfeit the housing deposit, pay for 100% of room and board rates up to that period, and 40% of room rate for the remainder of the academic year. Voluntary release from contract will only be granted if there are extenuating circumstances beyond the student's control. The student must submit a written request to be released from the contract. Release from the contract can only be granted by the Director of Residence Life or an agent thereof.

Exceptions. The student may be granted a release of contract without forfeiture of the housing deposit or additional fees for reasons of non-enrollment (Non-enrollment refers only to students who have never enrolled in Truman), student teaching, credit earning internship, graduation, credit earning study abroad program, or marriage. New students requesting a release from contract for any of these reasons must submit a written request by August 1 for the Fall Semester and November 15 for the Spring Semester to the Office of Residence Life. Students who are suspended or dismissed from the University will not be eligible to receive a refund of their deposit. Students going on a credit earning study abroad program, internship for which academic credit is earned, or student teaching must submit a letter from the office or department that is sponsoring the program stating that the student is enrolled in the program.

All exceptions not listed in this section or otherwise clarified in the cancellation policy are at the discretion of the Director of Residence Life or an agent thereof.

Withdrawal from the University during the contract period. Should the student withdraw from the University during the contract period, the student will forfeit the housing deposit and be responsible for 100% of the housing and meal charges up to the week of check-out and 40% of the room rate for the remainder of the semester. Should the student withdraw during the final week of the semester or during the

Winter break, the student will be charged a processing fee of \$100 and forfeit the housing deposit. The student must check out from the residence halls by the Friday of the week they submit their withdrawal to avoid additional room and board charges. If a student needs to adjust the date of check out, they must obtain permission through the Residence Life Office.

Reservation of Rights. Housing Contracts are for the full academic year. Contracts are binding from the point of signature (electronic, via the Housing Portal) in accordance with Missouri state law. All cancellations will be processed according to the University cancellation policies. The University reserves the right to terminate the residence hall or apartment contract of a student. The University reserves the right to make changes in the room and board fees and the information on the University website at any time. The University further reserves the right to make changes in the rules and regulations for University residence halls at any time. The University will attempt to give advance notice in the case of changes, but it shall not be required to do so.

Public Health Contingency Clause: Upon reasonable notice, Truman State University reserves the right to terminate housing contracts due to public health emergency needs, including COVID-19. In the event housing contracts are terminated due to public health concerns, the University will offer fair and reasonable reimbursements for affected students as appropriate and based on information available at that time.

Termination of Agreement: Upon student's default or breach in the performance of any condition or covenant of this agreement, including student's obligation to pay fees, the University shall be entitled to terminate this agreement by giving written notice to student specifying student's default or breach. Student agrees that such notice shall constitute sufficient notice to terminate the agreement and for University to initiate an unlawful detainer action. Student waives all other common law or statutory notices.

MEAL PLAN INFORMATION

Students who reside in Residence Halls are required to select one of the provided meal plan options. Students who live in on-campus apartments are not required to choose a meal plan option, but may do so if they would like. If a student would leave University housing during the contract period, their meal plan charge will be prorated based on the rate due at the end of the week in which the student checks out of housing. Details on the options available can be found online at truman.sodexomyway.com/my-meal-plan/.

You will select your meal plan on your housing application, either when you renew as a returning student or when you confirm your placement as a new student.

What is recorded as selected as of August 1, is what you will be assigned for the fall semester.

This application/contract is an agreement between Truman State University and the individual student for the period indicated and becomes a legal contract upon acceptance by the University. This agreement entitles the student to the use of the University's accommodations as long as the student remains in compliance with the Terms and Conditions specified in the application/contract and as described on the Residence Life website and the standards of the Truman State University Code of Conduct, and does not behave in such a way as to jeopardize the maintenance of a safe, collegial living environment conducive to the educational mission of the University. Students are urged to read this application/contract carefully. If the student is under the age of 18, a parent or guardian must agree to a Proxy Contract using the Housing Application on the Housing Portal. The University agrees to provide accommodations under the conditions of this agreement. By agreeing to this application/contract when selecting or being assigned a room as outlined on the Housing Application in the Housing Portal, the student is acknowledging that they are entering into a legally binding application/contract for the period specified. Breach of the application/contract will result in the penalties described in the contract. The student also agrees to pay all associated charges to live in campus housing. The Housing Contract may not be altered or changed to amend the terms and conditions of the agreement. The student and the University waives the right to a jury trial in any litigation involving this agreement.

Agreement is electronically signed via the Housing Application on the Housing Portal.

Signature