

**Binding Agreement.** This housing contract is an agreement between Truman State University ("the University") and the Student submitting the housing application ("Student") or the Student's parent or guardian if the Student is under 18 years of age. Students and parents/guardians are urged to read this document carefully, as well as all rules and regulations applicable to residents of campus housing. By submitting a housing application, the Student or the Student's parent or guardian agrees to the terms and conditions set forth below.

**Housing Assignment Periods.**

Students may apply to live in campus housing for the entire academic year, spring semester, or summer session. Campus housing is closed during scheduled academic breaks. Students who wish to live in campus housing when the halls are closed for breaks must apply to do so and must pay additional fees.

**Use of Assigned Room.** Students must occupy the room to which they are assigned and may not sublet their assigned room or allow another person to live with them who is not assigned to that room by the University. Rooms are for residential use only and Students may not use their assigned room for any commercial purpose. Students who violate this paragraph may be subject to disciplinary action by the University, forfeiture of their housing deposit, and/or additional housing charges.

**On-Campus Residency Requirement.** Truman State University is a liberal arts and sciences institution committed to the value of the traditional residential college experience. Students, with very few exceptions, are required to live in campus housing during their first year because the residential experiences contribute to the achievement of our University mission and various learning outcomes required of our students.

Students must participate in the essential components of our living/learning environment. These essential components include attending class and required meetings regularly, interacting positively with others, and meeting Student's own basic physical, social, and emotional needs. The office of Student Access and Disability

Services can assist Students with documented disabilities by providing reasonable accommodations to meet these expectations.

Students who are over 21 years of age, married, or residing with a parent, legal guardian, or dependent child, may apply for an exception to the first year on-campus residency requirement. Transfer students may also apply for the exemption.

Students who violate the first year on-campus residency requirement will be subject to disciplinary action by the University.

**Room Assignments.** The University shall have the right to (a) change a Student's room (or roommate) assignment; (b) require Student to move to a different room; and (c) place additional students in Student's assigned room if all beds in the room are not filled. The inability of the University to grant Student's assignment preference shall not void their housing contract.

**Late Arrivals/Reassignments.** If Student fails to occupy their assigned room on or before the second day of classes of the applicable academic period without notifying the Residence Life Office in writing of a delayed arrival, Student's room may be assigned to another student. This shall not relieve Student from accepting other available accommodations as assigned 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 cancellation penalties.

**Housing Deposit.** Student shall pay the housing deposit of \$150 at the time they submit their housing application. \$125 of the deposit will be refunded to the Student if: a. the University does not accept Student's application for campus housing; b. Student is denied admission to the University for the applicable academic period; or c. Student complies with all terms of the contract, including proper checkout, and has no delinquent debts to the University at the end of the contract period. The remainder of the deposit, \$25.00, is nonrefundable and will be retained as a processing fee.

**Deposit for Contract Renewal.** If 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 the housing contract for the following year.

**Checkout and Vacation of Room.**

Student must complete the prescribed checkout procedures and vacate their assigned room by the date and time established by the Residence Life Office. Students who fail to check out properly will be charged an improper checkout fee. Students who fail to vacate their room and complete checkout procedures by the established deadline will incur prorated room and board charges. Students may also be required to reimburse the University for any costs incurred in removing the Student from campus housing.

**Room and Board Fees.** The Business Office sets deadlines for payment of room and board fees for each academic period. If Student fails to pay these fees on time, the University may assess an additional fee for each late payment. In addition, the University may remove the Student from campus housing until the fees are paid, and/or terminate Student's housing contract.

**Inspection.** The University reserves the right to enter Student's room and inspect it for health or safety concerns or to perform maintenance and repair work. The University further reserves the right to enter Student's room and inspect the possessions of the occupants if reasonable cause exists to believe that Student has violated University policies, rules, or regulations. The University reserves the right to remove or move Student's personal belongings as part of this process.

**Fire, Theft or Other Damage.** The University shall not be responsible for loss or damage to Student's personal property from any cause whatsoever. Students are encouraged to carry renter's insurance. In the event Student's room is destroyed or rendered wholly uninhabitable 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. Student shall provide housekeeping services in their assigned room.

**Damages.** Student is liable for the cost of any repairs made necessary by the fault or negligence of Student or their invited guests.

**Rules and Regulations.** Student shall comply with all rules and regulations for University residence halls and apartments, including but not limited to the rules and regulations posted on the Residence Life website. Students who violate these rules and regulations are subject to disciplinary action and/or termination of the housing contract by the University.

**Debts to the University.** The University may suspend Student's room and board privileges or terminate the Student's housing contract if Student owes debt to the University and allows the debt to become delinquent.

**Cancellation of Housing Contract by New Incoming Students Prior to First Date of Contract Period.** New, incoming Students must submit their contract cancellation request to the office of Residence Life via the website or housing portal. If a new Student requests cancellation of a one-year contract prior to August 1, the University will refund the Student's housing deposit and Student will not incur cancellation fees. If a new Student requests cancellation of a spring semester contract prior to January 1, the University will refund the Student's housing deposit and Student will not incur cancellation fees.

**Cancellation of Housing Contract by Returning Students Prior to First Date of Contract Period.** Returning Students must submit their contract cancellation request to the office of Residence Life via the website or housing portal. Returning Students who cancel

their housing contract prior to the first date of the contract period shall incur a \$500 cancellation fee.

**Cancellation of Housing Contract by Student during the Contract Period.** If Student requests cancellation of the housing contract after the start of the contract period, or if Student is removed from housing for disciplinary reasons, Student will be responsible for 100% of the housing and meal charges through their check-out date and will pay a \$500 cancellation fee.

**Release from Contract.** Student may be granted a release from their contract without forfeiture of the housing deposit or cancellation fees for the following reasons: student teaching, credit earning internship, graduation, enrollment in a credit earning study abroad program, becoming a new parent, marriage, deferred enrollment, or a leave of absence from the University. Students must provide Residence Life with documentation of the facts or circumstances which warrant an exception.

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

**Reservation of Rights.** The University reserves the right to reject an application for campus housing and to terminate Student's housing contract due to Student's violation of University policies, rules, or regulations. The University also reserves the right to revise campus housing rules and regulations at any time.

**Public Health Contingency.** The University reserves the right to terminate Student housing contracts due to public health emergencies, including community spread of COVID-19 or other infectious diseases. In the event housing contracts are terminated due to public health concerns, the University will offer fair and reasonable reimbursements for affected Students.

**University 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. Reasons for termination include, but are not limited to: failure to comply with University or Residence Life policies, rules, and regulations; failure to comply with the terms of this contract; failure to remain enrolled in the University; actions detrimental to the health, safety, or welfare of Student or other residents; and disruption to the residence hall community. If Student's presence in campus housing poses a reasonable threat of danger to the Student, others, or University property, the housing contract may be terminated immediately and the Student will be required to vacate the premises.

**Student agrees that this shall constitute sufficient notice to terminate the contract and for the University to remove Student from campus housing. Student waives all other common law or statutory notices. If Student fails to vacate their room upon termination of this contract by the University, Student will incur prorated room and board charges. Student may also be required to reimburse the University for any costs incurred in removing Student from campus housing.**

## 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 leaves campus housing during the contract period, their meal plan charge will be prorated based on the rate due as of the date the Student checks out of housing. Details on meal plan options can be found online at [truman.sodexomyway.com/](http://truman.sodexomyway.com/).

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.

Residence hall students who do not select a meal plan will be defaulted into the 15 meal plan.

***This application/contract is an agreement between Truman State University and the Student or Student's parent/guardian and becomes a legal contract upon acceptance by the University. This agreement entitles the student to the use of campus housing as long as the student remains in compliance with the terms and conditions specified in the application/contract 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.***

***The application/contract may not be altered or changed to amend the terms and conditions of the agreement.***

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