

Fraternity Housing Contract Lease Agreement 2019-2020
Department of Housing and Residence Life
THE UNIVERSITY OF SOUTHERN MISSISSIPPI
Terms and Conditions - University Housing Policies

The University encourages diversity and does not make housing assignments on a segregated basis with regard to age, sexual orientation, religion, race, color, national origin, Vietnam era veteran status or disability status.

1. Introduction/Period of Contract Lease Agreement

The purpose of this document is to establish the terms and conditions of occupancy in the fraternity houses. By submitting a fraternity housing application and electronically signing the Fraternity Housing Contract Lease Agreement (FHCLA), the resident agrees to enter into a legally binding agreement to reside in fraternity housing for **both Fall and Spring terms**. The fraternity housing application and contract are for fraternity housing accommodations and do not guarantee specific room or roommate preferences, including single/private and double rooms.

While Housing and Residence Life is not responsible for neither break housing nor intersession accommodations, break housing may be available on a limited basis. If available, accommodations may be offered to campus residents at no extra charge.

All residents are responsible for knowing and abiding by the rules and regulations as well as all policies contained in the FHCLA, the University Student Handbook, the Fraternity Housing Handbook, and updates posted on the University websites, as well as other correspondence (e.g. electronic, direct mail). Mandatory requirements include but are not limited to the following: University email address, post office box and meal plan.

2. Fraternity Housing Reservation Procedures/Assignment Process/Chapter Responsibility

The completion of the Fraternity Housing Application and electronic signature of the FHCLA by the designated deadline are mandatory in order to obtain a space. Students wishing to reside in a fraternity house must have a signed bid/membership card on file in the Office of Greek Life. A student must be formally admitted to the University to be eligible for an assignment and enrolled in at least one credit hour to live on campus. All room assignment processes will be conducted by both the respective fraternity and the Housing and Residence Life Office.

- A. Chapter Responsibility- (85%):** Chapters are responsible for maintaining a minimum 85% occupancy level. The Department of Housing and Residence Life will require any chapter failing to attain the 85% level to be financially responsible to that level.
 - a. It is the responsibility of the members to sign up for the correct room through the online reservation system.
- B. Four Term Housing Policy-** All initiated Greek Men are responsible for residing in fraternity housing for at least four terms to begin the fall term immediately following when the member signed his bid card. Any member that has transferred from a different institution and is now affiliated with their chapter on campus is eligible to be drafted and expected to abide by the fraternity housing policies, Greek Life policies, and the four term policy.

3. Housing Fee

The FHCLA binds a student to pay housing rental fees according to the University payment schedule for one academic year (fall and spring terms), or the balance thereof, as indicated in Section 1. The rental fee is billed per term to the residents University account and rates are subject to final approval by the Mississippi Board of Trustees of State Institutions of Higher Learning. Housing rates are posted online. Please refer to the Fraternity Housing Handbook for a more detailed list of fees associated with Fraternity housing.

- A.** It is the responsibility of the resident and chapter to assign rooms and roommates. If a student does not have a roommate, a private room fee will be assessed which is 1 and ½ the regular room rate.

4. Termination of FHCLA Agreement/ Cancellation Policy/ Appeals Process

Students must submit the online cancellation form at www.usm.edu/housing in order for the cancellation to be accepted. Housing and Residence Life does not accept cancellations over the phone.

The academic year rental agreement becomes binding after the cancellation date has passed (June 15, 2019.) Residents enrolled at the University will be held to the terms of the contract if cancellation is not submitted via online cancellation form by the cancellation deadline and will be financially responsible for fall and/or spring term rental fees, or balance thereof. New applicants for spring term housing must also submit a cancellation form by the cancellation

date in order to be released from the FHCLA. New applicants canceling after the deadline will be held to the terms of the contract.

- A. Examples of cancelations where housing fees may be waived include but are not limited to: Withdraw from University, Meeting four term requirement, Marriage, Internship, Study Abroad, Student Teaching, Graduation (Must provide supporting documentation in all cases). * *Please note that Chapter's occupancy level may be affected.*

Appeal Process: The Housing and Residence Life Office offers an appeal process by which a resident may request to be released from the academic year housing contract or the fraternity housing draft policy. The appeals form can be completed on the Housing and Residence Life website. Any appeal letter and supporting documentation must be completed and returned to the Department of Housing and Residence Life by the assigned deadline. A date will be scheduled for the student to go before the appeals committee. This hearing will be scheduled at a time agreed to by the committee. Attendance is mandatory for an appeal to be considered.

**Notification of student's appeal hearing, or status thereof, will be sent to their University email address*

Fall and Spring Term

Students applying prior to June 15 must cancel their housing assignment by 5 p.m. on June 15 in order to avoid the designated buyout charge. Students who apply after June 15 have five (5) business days from the date the assignment notification is sent to the student's University email to cancel in order to be released from the FHCLA Agreement.

Spring Term Only

Students applying prior to December 31 must cancel their housing assignment by 5 p.m. on December 31 in order to avoid the designated buyout charge. Students who apply after December 31 have five (5) business days from the date the assignment notification is sent to the student's University email to cancel in order to be released from the FHCLA.

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| June 15 | <u>Release Cancellation Deadline: Fall 2019 New and Continuing Applicants</u> <ul style="list-style-type: none">• Last day to cancel online for contract release if application was submitted prior to June 15 |
| September 10 | <u>Buyout Appeal Deadline: Fall 2019 Enrolled Students</u> <ul style="list-style-type: none">• Last day to submit online appeal form with required supporting documentation |
| October 15 | <u>Release Cancellation Deadline: Fall Residents Checked Out by October 15, 2019, but Enrolled for Spring 2019</u> <ul style="list-style-type: none">• Fall residents checked out by October 15 are responsible for fall housing fees but will be released for spring housing fees without buyout or appeal.• Fall residents remaining in housing after October 15, but not returning to campus housing for spring, remain under contract. See February 2 buyout cancellation and appeal deadline. |
| December 31 | <u>Release Cancellation Deadline: Spring 2020 New Applicants</u> <ul style="list-style-type: none">• Last day to cancel online for contract release if application was submitted prior to December 31 |
| February 4 | <u>Buyout Appeal Deadline: Spring 2020 New Applicants and Continuing Residents</u> <ul style="list-style-type: none">• Last day to submit online appeal form with required supporting documentation• Attendance is mandatory for scheduled appeal hearing or appeal will be forfeited |

(A) University Right to Cancel

1. The University reserves the right to refuse admission or readmission to University housing or to cancel the FHCLA during the academic year for the student's failure to meet University and/or Housing and Residence Life requirements, policies or regulations, or in the event of felony conviction by civil authorities, or for posing a threat to the health, safety and welfare of the signee or others in the University community. The University has determined that convicted sex offenders, whether required to register or not, pose a significant, clear and present danger to residents. Therefore, convicted sex offenders are not permitted to live in University housing.

2. Cancellation of the contract for the reasons above may result in the removal of the resident within one to three days' notice, except where the University determines that the continued residency of the student would pose a danger to the health or welfare of the residential community. In this case, the student may be removed immediately without a refund of prepaid rent. In the event the accommodations assigned to the student are destroyed or otherwise made unavailable and the University does not furnish accommodations, the contract shall terminate; all rights and liabilities of the parties hereto shall cease; and rental payments previously made shall be refunded on a prorated basis as of the date accommodations become unavailable.

5. Proration/Credit Limitation

If a resident chooses to cancel their assignment during the academic term and has officially withdrawn from classes, the resident's account will be prorated from the day of checkout through the end of the term (must submit online cancellation form). However, if canceling after Dec. 1 for the fall term, or after May 1 for the spring term, the resident's account will not be prorated. Proration ends with the designated buyout/appeal deadline unless the resident officially withdraws from the University or is released due to special circumstances as approved by the Department of Housing and Residence Life.

6. Inspections

The University reserves the right to enter Fraternity house rooms and common areas for inspection of facilities; for health, safety and maintenance; for damage to space or equipment; for pest control services; and to uphold University policy.

7. Move-Out Procedures Residents are notified each term of move-out dates and times, as well as the proper procedures to follow. A proper check-out includes moving out in accordance with published dates, removal of all personal items, cleaning the room and returning the key to the Department of Housing and Residence Life staff. Failure to properly check out of your fraternity house will result in charges established within the fraternity housing handbook.

The University only provides liability for damages or injuries caused by negligence on the part of the University or its employees while working within the scope of their employment. The University is not liable for damage or loss of personal property, failure or interruption of utilities, or unforeseen accidents/injuries. Students are strongly encouraged to secure their own personal property loss insurance. The University agrees to exercise reasonable caution with good faith effort to safeguard the health, safety and property of each resident.

By signing below, I acknowledge that I have read and understand the FHCLA agreement and policies in the Fraternity Housing Handbook. I am responsible for knowledge of and compliance with all University and Housing and Residence Life policies and regulations. I am agreeing to the terms and conditions of this contract, as well as the policies in the handbook.

Student Name

Student Signature

Student ID#

Date



THE UNIVERSITY OF
SOUTHERN MISSISSIPPI.

AA/EOE/ADA/