

Housing Contract Terms & Conditions
Department of Housing and Residence Life
THE UNIVERSITY OF SOUTHERN MISSISSIPPI

1. Purpose

This contract specifies the terms and conditions for all students residing in campus housing at the University of Southern Mississippi ("University") for the academic year. Resident must execute this housing contract via electronic signature through the student housing portal. If resident is under the age of eighteen (18), resident's parent or legal guardian must also execute the contract. This housing contract is legally binding and effective when fully executed by resident and resident parent or legal guardian, if required. The contract constitutes resident's agreement to reside in student housing during the summer session(s). This contract may only be canceled, terminated, or modified as stated below.

This contract is not a lease and is not subject to Mississippi landlord-tenant laws. It is a license to occupy institutional housing as part of the academic community that the university has created as an integral aspect of the academic experience. A license is a revocable contract, and as such, the university retains the right to revoke the right to occupy university residences. This contract does not grant possession of a particular room or residence or type of housing (further references in this contract to "room" shall mean a room, apartment, and/or suite). Individual students have no entitlement to live in a specific residence. You may be temporarily or permanently relocated to other housing or denied the privilege to live in any university housing at any time in accordance with university policies.

2. Eligibility

Resident must be at least sixteen (16) years old, on or before the first day of occupancy, to reside in student housing. Acceptance of this contract by the University does not constitute a commitment of admission or continuing enrollment at the University. Resident must earn admission to the University and must remain admitted, enrolled, and registered for classes during the summer session(s) of the housing contract. Prior balance must be paid in accordance with University requirement. A resident does not become ineligible for student housing, nor is the housing contract otherwise void or terminated, if during the term of the contract resident switches from full-time to part-time enrollment or enrolls in online courses.

3. Contract Term

The duration of the housing contract is for the entire summer semester, or if you selected only one summer session on your application, or entered into after the beginning of the summer term, for the remainder of the term(s).

This housing contract does not provide for student housing during break housing between semesters. Housing and Residence Life may offer break housing to residents at an additional cost.

4. Housing Policy

All residents are responsible for knowing and abiding by the rules and regulations contained within the housing contract and the Housing and Residence Life Handbook. Strict compliance with these rules and regulations are a continuing condition of occupancy by the resident. By residing on campus, the resident agrees to the following: utilization of University email address (activated through iTech), issued on-campus post-office box, and the required meal plan by Eagle Dining. Further, as a condition of residence hall occupancy, the resident agrees to abide by and comply with all institutional policies and regulations, including but not limited to the Code of Student Conduct, as revised from time to time.

5. Priority

Incoming true freshmen students (just graduating from high school) are given priority over all other students in the housing assignment process. If a resident is a true freshman, confirmation of the resident's housing assignment will occur only after the resident is admitted to the University and submits an executed housing contract through the student housing portal.

6. Occupancy

This housing contract is for space within the University owned residence hall system. The housing contract is not for a specific building or room and may not be transferred or assigned to another person. The space may not be sublet, leased, or rented to anyone else for any period of time. The resident agrees not to allow any persons other than the assigned roommate to live in assigned space. Violation of this restriction will be considered serious and may result in fines, eviction from the residence halls or other disciplinary action as sanctioned by the University.

If any student or their guest occupies a room or residence without authorization, the student will be charged an administrative fee for unauthorized occupancy for each day or portion thereof until the space is completely vacated. This includes unauthorized occupancy any time before or after contract dates, termination of occupancy dates, or after eligibility for housing has ceased.

7. Rental Rates

Since it is not possible at the time of contracting to determine projected utility or housing fee increases, the University reserves the right, subject to approval by the Board of Trustees of Institutions of Higher Learning, to raise, lower, or modify fees without notice. Rental rates will be billed per semester (summer). Approved rates will be available at <https://www.usm.edu/housing-residence-life/index.php>

8. Assignment Process

All residents must be admitted to the University for assignment eligibility and maintain enrollment in at least three (3) credit hours. New residents: will complete the online housing application and contract. Residents will be assigned based on housing application completion date and space availability.

Current residents: must complete the summer application to be placed in a room. All residents will be assigned based on housing application completion date and space availability.

9. Right of University to Relocate Students

The University reserves the right to relocate students from one space to another when it is determined, in its sole and absolute discretion, that the move is in the University's best interest, including but not limited to renovation, maintenance, construction, roommate conflicts, campus emergency and disciplinary sanctions. Students who are relocated by the University must complete the move within 48 hours of notification.

10. Waitlist

Waitlist housing is processed by application completion date, eligibility for housing, and space availability.

11. Temporary or Overflow Accommodations

The University reserves the right to make assignments to temporary or overflow housing to accommodate requests for housing. The policies and procedures contained within this document are also applicable to overflow housing assignments, which may be made on a temporary basis at the beginning of each semester.

12. Empty Bed Space

Residents may be assigned a roommate, depending on the resident's specific housing assignment. If a roommate's housing contract is canceled or terminated, remaining resident must keep assigned room in a neat and orderly condition, so that it remains readily available for a replacement roommate. Resident will have a reasonable opportunity to identify a new roommate or request a room change by a specific deadline through their residence hall staff. If resident takes no action, Housing and Residence Life will designate the vacant bedspace as available for selection by another student. Resident may not refuse or reject an assigned roommate and shall not engage in any conduct intended to deter a prospective new roommate from accepting the housing assignment.

Resident may also request a private room for the rest of the summer session(s) if resident's roommate discontinues their housing contract or assignment. Housing and Residence Life, in its sole discretion, may grant or deny resident's request due to space availability. Resident may incur increased housing fees for a private room and all such fees will be charged to resident's student account.

13. Cancellation by Student

1. Cancellation Prior to the Start of a Summer Semester

The housing contract may be canceled for Full Summer Term (June 1 – August 7) and Summer Session 1 applications (June 1 – June 30) by submitting the cancellation form within the student housing portal by May 10 without financial penalty. If canceled after May 10, the student will be assessed the cancellation fee of \$250.00. Housing contracts may not be canceled on or after June 1 for Full Summer or Summer Session 1.

The housing contract may be canceled for Summer Session 2 applications (July 1 – July 31) by submitting the cancellation form within the student housing portal by June 10 without financial penalty. If canceled after June 10, the student will be assessed the cancellation fee of \$250.00. Housing contracts may not be canceled on or after July 1 for Summer Session 2.

14. Cancellation by University

1. Violation of Policy or Terms

The University reserves the right to refuse admission or readmission to University housing or to cancel the housing contract during the academic year due to student's failure to meet University policies or regulations, and all policies within the Housing and Residence Life Departmental Handbook, in the event of felony conviction by civil authorities or for posing a threat to the health, safety and welfare of University community.

2. Sex Offender

The University has determined that convicted criminal sex offenders, regardless of whether they are required by state or federal law to register, pose a significant, clear and present danger to residents. Therefore, convicted sex offenders are not permitted to live in University housing. Cancellation of the housing contract for the above reasons may result in the removal of the resident within one to three (1-3) days' notice, except where the University determines that the continued residency of the student would pose a danger to either the health or welfare of the residential community. In this case, the student may be removed immediately. In either event, there shall be no refund of prepaid rent, and resident shall remain liable for any charges assessed to their student account. 3. Disciplinary Removal

If a resident is prohibited from residing on campus due to a disciplinary removal, the resident will be required to vacate the assigned room or apartment within 48 hours of notification of the disciplinary sanction. Resident is ineligible for a refund or credit of housing fees due to the disciplinary removal and shall remain liable for any charges assessed to their student account.

4. Destruction or Unavailability of Space

In the event the accommodations assigned to a student are destroyed or otherwise made unavailable and the University does not furnish accommodations, the housing 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.

15. Housing Contract Appeals

The Department of Housing and Residence Life offers a housing contract appeal process by which a student may request to be released from the summer session contract due to unforeseeable personal circumstances such as a severe medical condition or extreme financial hardship. Student must complete the emergency appeal form that is located within the student housing portal. Supporting documentation must be provided. Once reviewed by the Housing Contract Appeals Committee, the student will be notified in writing of the committee's decision. The student acknowledges and agrees that the Committee has sole and absolute discretion to grant or deny a resident's housing contract appeal. The committee's decision will be final and not subject to further review.

16. Withdrawal from the University

A housing contract that has been signed and executed by a student will be canceled for those summer sessions during the contract period that the student fails to enroll or withdraws from the University. Official withdrawal from the University is when the student has registered and paid fees, but decides to cancel registration and formally withdraw. The student must vacate the residence hall within 48 hours of official withdraw from the University. A nightly prorate will be charged to students with reserved/occupied rooms, either by being physically present or by leaving belongings in the space, who withdraw or fail to enroll. If student re-enrolls in the University during the period covered by the original housing contract, the student will be bound to the remainder of the contract. No refunds will be issued for withdrawals after the University's full term/full-refunded add/drop deadline.

17. Academic Program Exemption

A housing contract which has been signed and submitted by a student will be suspended for summer sessions to live elsewhere in order to complete their academic program (student teaching, study abroad, internship, co-op, etc.). The student must complete the cancelation form within the student housing portal. Student must include official academic program documentation when appealing to be released from their contract. The University cannot guarantee reassignment to a specific residence hall room for a student returning to University housing from such programs.

18. Responsibility of Room and Room Condition

The resident is responsible for the accommodations assigned and shall reimburse the University for damages within or to said accommodations. Resident must complete a Room Condition Report (RCR) within three (3) days after official check-in to assigned space. Resident's failure to complete the RCR shall be deemed an acknowledgment that resident's room, including all furniture, fixtures, and appliances, are in good and workable condition, free from defect or damage. Charges for damages and/or necessary cleaning will be assessed to the resident(s) by the University and must be paid promptly.

19. Keys and Access Cards

Resident agrees not to loan/duplicate keys and/or access cards. Lost or stolen keys and/or access cards must be reported immediately. Resident may incur financial penalty for lost or duplicated keys and/or access cards. Keys must be returned when occupancy ends and access to space will be terminated.

20. Right to Entry of Space

In addition to all rights of entry University has by law and under other provisions of this contract, University or its agents may enter the housing contract space at any time for any of the following reasons:

- a. In case of emergency;
- b. To inspect the condition of the premises;
- c. To inspect for fire and health hazards and for health and safety violations;
- d. To make repairs, installations, additions or alterations to the rooms or to the building or to paint same;
- e. To perform housekeeping and pest control functions;
- f. To remove personal property, equipment, placards, signs, fixtures, alterations or additions to the premises that are in violation of the provisions of this or any other applicable agreement, regulation or policy; g. To verify room occupancy; and
- g. To search by authorized University personnel when there is cause to believe that a violation of this contract or University policy or regulations is being or has been committed. Authorized University personnel include, but are not limited to, staff of: Housing and Residence Life; Student Affairs; Dean of Students; and, University Police. This provision is not intended to limit the right of University Police to enter any student's room in the performance of statutory duties and in accordance with legally defined procedures governing search and seizure when there is probable cause to believe that a violation of state or federal law is being or has been committed.

The University may, in its sole discretion, allow resident an opportunity to correct a violation that is not criminal in nature and does not present an immediate threat to the health and safety of residents and staff. If so, the resident will be granted a reasonable time to correct the violation. If it is not timely corrected, the resident will be subject to the housing student conduct process. Violations may result in judicial action and/or termination of the housing contract.

21. No Liability for Resident Property The University is not liable and assumes no responsibility for any loss or damage to resident's personal belongings or property, whether arising from theft, fire, smoke, inclement weather, water damage, or any other hazard or casualty. Resident is advised to obtain and maintain the appropriate insurance at resident's expense to cover such losses.

22. State of Emergency or Communicable Disease; Force Majeure

Resident acknowledges and agrees that the University may take specific measures to protect the health of its University community and the surrounding community in response to a state of emergency, COVID-19 or another communicable disease, or other reasons deemed to be in the best interests of the University. Resident acknowledges and understands that these measures may include but are not limited to termination of housing contracts, changing resident's housing assignment, closing of residence halls or Greek houses. Refunds may not be granted for temporary suspension of housing services that result from an emergency, pandemic, epidemic, act of God, force majeure, or other exigency. For purposes of this contract, the term "force majeure" shall mean fire, earthquake, flood, act of God, strikes, work stoppages or other labor disturbances, riots or civil commotions, litigation, war or other act of any foreign nation, plague, epidemic, pandemic, power of government or governmental agency or authority, or any other cause which is beyond the control or authority of the University.

23. Official Check-Out

Residents have two options to checkout of the halls, Greek houses, and apartments. They can either choose to utilize the express checkout or an in-person checkout. For both options, check out procedures are, but not limited to, removing personal belongings, cleaning the room/space, returning keys (if applicable), and verifying your checkout paperwork through your housing student portal. Failure to utilize either option may result in improper checkout fees.

- The express checkout requires scanning the posted check out QR code and does not require the resident's presence to checkout. However, it signifies they have complied with all check-out procedures. If room damages are found, the right to appeal is forfeited.
- The in-person checkout requires scheduling to meet with an RA to inspect the room to confirm compliance with all check-out procedures.

If personal belongings remain in the room/space after checkout, a professional staff member will collect all items and contact the resident via their USM email to retrieve items. If items remain 30 days after the resident's official checkout date within the housing system, all items will be properly disposed of or donated. Collection and storage of items will incur an additional fee.

24. Notices

Housing and Residence Life will email all housing-related notices and updates to resident USM-issued email address. These notices will include important and time-sensitive information, including information about dates, deadlines, upcoming events, required action by resident, housing processes, and fees. Resident is expected to timely check USM-issued email and will not be excused from any deadlines or requirements due to failure to read housing notices.

University reserves the right to make changes to this contract and supporting policies from time to time without prior notice. The contract in the form as it exists online is the governing document and contains the then-currently applicable policies and information.

If there is a conflict between the terms and conditions of this contract and any other applicable lease, agreement, policy or regulation, then the terms will be interpreted to give effect to all applicable provisions to the fullest extent possible. If the conflict cannot be so reconciled, the conflict will be resolved favorably to the University.

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| _____ | _____ | _____ | _____ |
| Student Name | Student Signature | Date | Student ID# |
| _____ | _____ | _____ | _____ |
| Parent/Guardian Name (if under 18) | Parent/Guardian Signature (if under 18) | Date | |