The University encourages diversity and does not make housing assignments on a segregated basis with regard to age, gender, 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 University residence halls. By submitting a housing application with payment and electronically signing the Housing Contract Lease Agreement, the resident agrees to enter into a legally binding agreement to reside in campus housing for both fall and spring semesters, or the balance thereof, with the exclusion of designated University closures, such as winter and spring breaks. The signed contract lease agreement becomes a legally binding document between the University and the signee(s) for both fall and spring semester or balance remaining at the time both the application and processing fee have been posted. The residence hall application and contract are for residence hall accommodations and do not guarantee specific hall, room, or roommate preferences, including single, private and double rooms.

   *Note: While Housing and Residence Life is not responsible for break housing or inter-session accommodations, break housing may be available on a limited basis. If available, accommodations will be offered to campus residents at no extra charge.

   All residents are responsible for knowing and abiding by the rules and regulations contained in the Housing Contract Lease Agreement, the University Student Handbook, the Housing and Residence Life handbook, and updates posted on 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. Housing Reservation Procedures / Assignment Process
   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. The completion of the application and payment of the non-refundable processing fee are mandatory in order to obtain a space.

   A. New/ Transfer Students
      1. Apply to Southern Miss and receive a student ID number and password from the Office of Admissions
      2. Complete the online housing application and submit the Housing Contract Lease Agreement
      3. Pay the required non-refundable processing fee (see Section 3)

   B. Prior Housing Applicants
      1. Confirm eligibility to enroll at Southern Miss
      2. Complete the online housing application and submit the Housing Contract Lease Agreement
      3. Pay the required non-refundable processing fee (see Section 3)

   C. Current Residents
      1. Submit a contract lease agreement and reassign during the designated priority window (as space permits). Continuing residents who request housing after the designated reassignment window will lose assignment priority and will be placed as space becomes available.
      2. If you participate in the self-reassignment process, the non-refundable processing fee is waived for the spring semester.

3. Housing Fee
   All applicants must pay the $75 non-refundable processing fee prior to 5 p.m. on June 15 or the processing fee doubles to $150. An application for housing is not considered complete until the processing fee is paid via credit card or money order. Students cannot charge the housing fee to their student account.

   *Processing fee waived for current residents continuing in campus housing for the spring semester.

   The Housing Contract Lease Agreement binds a student to pay housing rental fees according to the University payment schedule for one academic year (fall and spring semesters), or the balance thereof, as indicated in Section 1. The rental fee is billed per semester and is subject to final approval by the Mississippi Board of Trustees of State Institutions of Higher Learning.
4. **Termination of Housing Contract Lease Agreement**

**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 Housing Contract Lease 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 Housing Contract Lease Agreement.

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

**June 15  Release Cancellation Deadline: Fall 2017 New and Continuing Applicants**
- Last day to cancel online for contract release if application was submitted prior to June 15

**September 2  Buyout Appeal Deadline: Fall 2017 Enrolled Students**
- Last day to submit online appeal form with required supporting documentation
- Attendance is mandatory for scheduled appeal hearing or appeal will be forfeited

**October 15  Release Cancellation Deadline: Fall Residents Checked Out by October 15, 2017, but Enrolled for Spring 2018**
- 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  Release Cancellation Deadline: Spring 2018 New Applicants**
- Last day to cancel online for contract release if application was submitted prior to December 31

**February 2  Buyout Appeal Deadline: Spring 2018 New Applicants and Continuing Residents**
- Last day to submit online appeal form with required supporting documentation
- Attendance is mandatory for scheduled appeal hearing or appeal will be forfeited

(A) **Student Right to Cancel**

1. **Release Deadline** – For contract lease agreement release, the student must submit the online cancellation by the designated deadline. The academic year rental agreement becomes binding after the cancellation period has passed. Cancellation must be received by the deadline or the enrolled student will be held to the terms of the contract, including financial responsibility for both fall and spring semester rent or the balance remaining at the time of assignment.

2. **Buyout Appeal Deadline** – Enrolled students cancelling after the contract release deadline(s) listed above will be responsible for the designated buyout fee. Students interested in appealing the designated buyout fee must complete the following:
   - Submit online cancellation
   - Properly checkout of assigned room
   - Submit online appeal form with supporting documentation by designated deadline

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

(B) **University Right to Cancel**

1. The University reserves the right to refuse admission or readmission to University housing or to cancel the contract lease agreement 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**
   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 semester (must submit online cancellation form). However, if cancelling after Dec. 1 for the fall semester, or after May 1 for the spring semester, 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. **Assignment Relocation / Consolidation**
   The University reserves the right to reassign and/or consolidate residents prior to or during the semester if needed. If one occupant moves from an assigned space, the resident who remains agrees to move to another room or to accept another roommate.

7. **Waitlist**
   In the event the University must utilize a waitlist for housing, true freshmen just graduating high school are given priority. Waitlist housing will be processed after a review of variables such as cumulative GPA, housing history, prior discipline issues, application date, enrollment status, prior balance, etc. This contract does not guarantee campus housing.

8. **Inspections**
   The University reserves the right to enter residence hall rooms for inspection of facilities; for health, safety and maintenance; for damage to space or equipment; for pest control services; and to uphold University policy.

   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 housing contract lease agreement and policies in the **Housing and Residence Life 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. *If under 18 at the time of application, a parent/guardian signature is required.*

**Student must be at least 16 years of age at the beginning of the occupancy period.**

***Dependent children of a resident may not reside in campus housing.***

_____________________________ _____________________________ ___________ _________
Student Name       Student Signature   Student ID# Date

_____________________________ _______________________________ ___________
Parent/Guardian Name, (if under 18)   Parent/Guardian Signature, (if under 18) Date