**Housing Contract Lease Agreement 2019-20
Department of Housing and Residence Life**

The University of Southern Mississippi

Terms and Conditions - University Housing Policies

*The University encourages diversity and does not arrange 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 for University campus housing. Upon admittance to the University, by submitting with payment a housing application and by electronically signing the Housing Contract Lease Agreement (HCLA), the resident agrees to enter into a legally binding agreement to reside in campus housing for both fall and spring terms. **The signed HCLA becomes a legally binding document between the University and the signee(s) for both fall and spring terms or balance remaining at the time both the application and processing fee have been posted.** The housing application and HCLA are for campus housing accommodations and guarantee neither specific hall, room, nor 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 contained in the HCLA, the University Student Code of Conduct, the [Housing and Residence Life Handbook](https://www.usm.edu/sites/default/files/groups/department-housing-and-residence-life/pdf/74849_housing_and_residence_life_2016-17_handbook_final.pdf), and publications on University websites, as well as other correspondence (e.g., electronic/direct mail). Mandatory requirements include, but are not limited to the following: prior admittance to the University, University email address (students must activate email through iTech), post-office box and meal plan.

1. **Housing Reservation Procedures/Assignment Process**

A student must be formally admitted to the University for assignment eligibility and enrolled in at least one (1) credit hour to live on campus. The completion of the application, HCLA signature and payment of the non-refundable processing fee are mandatory in order to obtain a space.

1. **New/Transfer Students/Prior Housing Applicants**
	1. Admittance 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 HCLA.
	3. Pay the required non-refundable processing fee (see Section 3).
	4. Adhere to the University payment schedule.
2. **Current Residents**
3. Submit the HCLA 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.
4. Adhere to the University payment schedule.
5. **Housing Application Fee & Rates**

February 15 at 5 p.m. is the Housing Priority Deadline. On-campus housing preferences are not guaranteed if the applicant waits until after 5 p.m. on February 15 to submit the housing application and submit the application processing fee. All applicants must pay the $75 non-refundable processing fee via credit card or money order by 5 p.m. on February 15, or the **processing fee increases to $150**. An application for housing is considered incomplete until the processing fee is paid and the HCLA is signed. **Students cannot charge the housing fee to their student account. The processing fee is waived for current residents continuing in campus housing from the previous term.** The HCLA binds a student to pay housing rental fees according to the University payment schedule for one (1) academic year (fall and spring terms), or the balance thereof, as indicated in Section 1. The rental fee is billed per term and is subject to final approval by the Mississippi Board of Trustees of State Institutions of Higher Learning. Housing rates are posted online.

1. **Termination of HCLA**

**Fall and Spring Terms**

Students applying prior to June 15must cancel their housing assignment by 5 p.m. on June 15 in order to avoid the designated buyout charge. Students who apply after June 15have 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 HCLA. Students must adhere to the University payment schedule.

**Spring Term Only**

Students applying prior to December 31must cancel their housing assignment by 5 p.m. on December 31 in order to avoid the designated buyout charge. Students who apply after December 31have 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 HCLA. Students must adhere to the University payment schedule.

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

*Any deadline dates below that fall on a weekend or holiday will be extended to the following business day.*

June 15 Release Cancelation Deadline: Fall 2019 New and Continuing Applicants

* Last day to cancel online for contract release if application was submitted prior to June 15

September 10 Buyout Appeal Deadline: Fall 2019 Enrolled Students

* Last day to submit online appeal form with required supporting documentation
* Mandatory attendance for scheduled appeal hearing or appeal will be forfeited

October 15 Release Cancelation Deadline: Fall Residents Checked Out by October 15, 2019, but Enrolled for Spring 2020

* 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; note February 4 buyout cancelation and appeal deadline

December 31 Release Cancelation Deadline: Spring 2020 New Applicants

* Last day to cancel online for contract release if application was submitted prior to
December 31

February 4 Buyout Appeal Deadline: Spring 2020 New Applicants and Continuing Residents

* Last day to submit online appeal form with required supporting documentation
* Mandatory attendance for scheduled appeal hearing or appeal will be forfeited

February 15 Housing priority deadline: Application fee for housing is $75 until February 15th. After 5 p.m. on

 February 15th the processing fee for campus housing increases to $150.

**(A) Student Right to Cancel**

* 1. Release Deadline – The student must submit the online cancelation by the designated deadline. The HCLA becomes binding after the cancelation period has passed. Cancelation must be received by the deadline, or the enrolled student will be held to the terms of the HCLA, including financial responsibility for both fall and spring terms’ rent or the balance remaining at the time of assignment.
	2. Buyout Appeal Deadline – Enrolled students canceling after the HCLA 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 cancelation.
* Properly check out of assigned room.
* Submit online appeal form with supporting documentation by designated deadline.

*Notification of students’ 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 HCLA during the academic year for the student’s failure to meet University and/or Housing and Residence Life requirements, policies or regulations, 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, pose a significant, clear and present danger to residents. Therefore, convicted sex offenders are not permitted to live in University housing.
	2. Cancelation of the HCLA 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 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 HCLA 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.
1. **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 check out through the end of the term (must submit online cancelation 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 or other councils.

1. **Assignment Relocation/Consolidation**

The University reserves the right to reassign and/or consolidate residents prior to or during the term 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.

1. **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 HCLA does not guarantee campus housing.

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

*The University provides liability only for damages or injuries caused by negligence on behalf of the University or its employees while working within the scope of their employment. The University is liable for neither damage
nor loss of personal property, failure nor interruption of utilities nor unforeseen accidents/injuries. Students are strongly encouraged to secure their own 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 HCLA and policies in the [Housing and Residence Life Handbook](https://www.usm.edu/sites/default/files/groups/department-housing-and-residence-life/pdf/74849_housing_and_residence_life_2016-17_handbook_final.pdf). 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 HCLA, 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.*

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Student Name Student Signature Student ID# Date

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Parent/Guardian Name (*if under 18)* Parent/Guardian Signature (*if under 18)* Date

 AA/EOE/ADAI