**Housing Contract Lease Agreement Summer 2019
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 the entire summer term, or the balance thereof, with the exclusion of designated University closures. **The signed HCLA becomes a legally binding document between the University and the signee(s) for the entire summer term or balance remaining at the time both the application and processing fee have been posted.** The housing application and contract are for campus housing accommodations and guarantee neither specific hall, room, nor roommate preferences, including single, private and double rooms.

*Housing and Residence Life is responsible for neither break housing nor intersession accommodations. It is the student’s responsibility to reserve and finance break and intersession housing, including roommate arrangements and other expenses. Please refer to the website and publications for additional information.*

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. Meal plan exception applies for sorority housing; see Sorority Addendum.**

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

Application, contract and processing fee payment are for summer 2019 housing. The summer HCLA is separate from the fall/spring term contract and differs in policy, process and procedures. Housing reservations for the fall/spring term are separate. Housing is not guaranteed for summer. 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. Cancelation of the HCLA cancels neither the fall/spring term HCLA nor releases the student from the fall/spring contract obligation.

1. **New/Transfer Students**
	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. 4. Adhere to the University payment schedule.
2. **Prior Housing Applicants**
3. Confirm eligibility to enroll at Southern Miss.
4. Complete admittance to Southern Miss.
5. Complete the online housing application and submit the HCLA.
6. Pay the required non-refundable processing fee (see Section 3).
7. Adhere to the University payment schedule.
8. **Housing Application Fee & Rates**

Unless an applicant lived in campus housing during the previous (spring 2019) term, all applicants must pay the $75 non-refundable processing fee via credit card or money order. An application for housing is considered incomplete until the processing fee is paid. **Students cannot charge the housing fee to their student account.**The summer HCLA binds a student to pay housing rental fees according to the University payment schedule for the entire summer term, 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**

**Summer Term**

Students wanting to be released from the summer HCLA must abide by the following summer termination policies and procedures. Late arrivals will not be prorated for days not residing in the residence hall.

**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.**

 **(A) Student Right to Cancel**

* 1. Release Deadline – For HCLA release, 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 contract, including financial responsibility for all fees associated with the summer term’s rent or the balance remaining at the time of assignment.
	2. Prorated Credit Limitation – If a resident chooses to cancel the assignment during the summer 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 cancelling after June 15 for the summer term, the resident’s account will not be prorated.

**(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 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 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.
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, et al. This contract does not guarantee campus housing.

1. **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 for upholding University policy.

1. **Sorority Addendum**The following exemptions apply only to those residing in sorority housing for the summer term:
	1. Sorority housing does not receive/qualify for prorated refunds.
	2. Sorority residents residing in sorority housing for the summer term must have a meal plan only when enrolled in classes. Summer sorority residents not enrolled in classes do not have to purchase a meal plan.

*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 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.*

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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