1. **Period of Contract Lease Agreement**

   This contract lease agreement is for the entire academic year (fall 2015 and spring 2016 semesters) or the balance thereof, with the exclusion of designated University closures, such as winter and spring breaks.

   *Note: Residence Life is not responsible for break housing or mini-session accommodations. It is the student’s responsibility to reserve and finance break and mini-session housing, including roommate arrangements and shared expenses. Please refer to the website and publications for additional information.*

2. **University Housing Policy**

   This signed contract lease agreement becomes a legally binding document between the University and the signee(s) for both the fall and spring semester or balance remaining at the time of assignment.

   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.

   Residents must be accepted to the University and enrolled to live on campus, and are responsible for knowing and abiding by the rules and regulations contained in the housing contract lease agreement, the 2014-15 Student Handbook, 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.

3. **Housing Reservation Procedures**

   Students who apply after the contract release date of June 15 at 5 p.m. for fall and December 31 at 5 p.m. for spring have two business days from the time the assignment notification is sent to the University email address to cancel online in order to be released from the housing contract lease agreement.

   **(A) New/Transfer Students**

   1. **Apply to Southern Miss** and receive a student ID number and password from the Admissions office. *Note: A student must be formally admitted to the University to be eligible for an assignment.*
   2. Complete the **Online Housing Application** and submit the **Housing Contract Lease Agreement**.
   3. Pay the required **Non-refundable Processing Fee** online via personal credit card or by money order:

      Applying for fall/spring: pay the discounted $75 non-refundable processing fee or regular rate of $150 after June 15.
Applying for spring only: pay the discounted $75 non-refundable processing fee or regular rate of $150 after December 31.

(B) Prior Housing Applicants

1. Confirm eligibility to enroll at Southern Miss. Note: A student must be formally admitted to the University to be eligible for an assignment.
2. Complete the Online Housing Application and submit the Housing Contract Lease Agreement.
3. Pay the required Non-refundable Processing Fee online via personal credit card or by money order:

Applying for fall/spring: pay the discounted $75 non-refundable processing fee or regular rate of $150 after June 15.

Applying for spring only: pay the discounted $75 non-refundable processing fee or regular rate of $150 after December 31.

(C) Current Residents (continuing in campus housing from spring 2015)

1. Submit contract lease agreement and reassign during 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, you must pay the discounted $75 non-refundable processing fee online using a personal credit card. Money orders are also accepted. The fee may not be charged to a student’s University account. Continuing residents who request housing after the designated reassignment window will also need to pay the $75 ($150 after June 15) non-refundable processing fee online via a personal credit card or by money order.

4. Housing Fee
This 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 paragraph one. 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.

5. Assignment Process
Residents must be accepted to the University and enrolled 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. Specific preference for residence hall, room or roommate are honored in accordance with availability, but are not guaranteed.

Continuing residents who request housing after the designated reassignment window will lose assignment priority and will be placed as space becomes available.

Wait list 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 housing.
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.

6. Termination of Housing Contract Lease Agreement
   (A) Fall 2015-Spring 2016 Deadlines

   Please note that students who apply after the contract release date of June 15 at 5 p.m. for fall and December 31 at 5 p.m. for spring have two business days from the time the assignment notification is sent to the University email address to cancel online in order to be released from the housing contract lease agreement.

   June 15  RELEASE Cancellation Deadline: Fall 2015 New and Continuing Applicants
   • Last day to cancel online for contract release.
   • After June 15, all enrolled students are financially responsible for the fall and spring semester rent or balance remaining at the time of assignment.
   • Enrolled students cancelling June 16 through September 2 will be assessed the buyout fee and have the option to appeal the buyout charge.

   September 2  BUYOUT APPEAL Deadline: Fall 2015 Enrolled Students
   • Last day to submit separate 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, 2015, but Enrolled for Spring 2016
   • Last day for fall residents to check out of hall.
   • Fall residents checked out by October 15 are responsible for fall housing fees, but will be released for spring 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 2016 New Applicants
   • Last day for new applicants to cancel online for contract release.
   • After December 31, all enrolled new applicants are financially responsible for the rental fees or balance remaining at the time of assignment.
   • Continuing residents from fall remain under academic year contract.
   • Enrolled new applicants cancelling in January will be assessed the buyout fee and have the option to appeal the buyout charge.

   February 2  BUYOUT APPEAL Deadline: Spring 2016 New Applicants and Continuing Residents
   • Last day to submit separate online appeal form with required supporting documentation.
   • Attendance is mandatory for scheduled appeal hearing or appeal will be forfeited.
(B) Student Right to Cancel

1. **Release Deadline** – For contract lease agreement release, the student must submit 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 (fall: June 15, spring: Dec. 31) will be responsible for the designated buyout fee of half the semester housing rate for one semester. Students interested in appealing the designated buyout fee must complete the following:
   - Submit online cancellation
   - Properly checkout of the assigned room
   - Submit online appeal form with supporting documentation by the deadline

   *Notification of student’s appeal hearing will be sent to their University email address.

3. **Prorated Credit Limitation** – If a resident chooses to cancel his/her assignment during the academic term, and he/she has officially withdrawn from classes, the account will be prorated from the day of check out and submission of cancellation through the end of the semester. However, if cancelling after Dec. 1 for the fall semester or May 1 for the spring semester, the student's account will not be prorated.

   Proration ends with the designated buyout/appeal deadline unless the student officially withdraws from the University or is released due to special circumstances as approved by the Department of Residence Life.

(C) University Right to Cancel

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 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 for 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 living in University housing. Therefore, convicted sex offenders are not permitted to live in University housing.

Cancellation of the contract for the above reasons 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.
7. Assignment Relocation

(A) Consolidation – All University housing rooms are to be occupied by two residents, with the exception of the approved single occupancy assignments. If one of the occupants moves from the assigned space, the resident who remains agrees to move to another room or to accept another roommate. The residence hall staff will assist the resident with the process of consolidation, but it is the resident’s responsibility to find a person with whom to share a room and to consolidate by the designated deadline. When there is not a campus resident with whom to consolidate, the occupant agrees that the areas must be maintained in a manner that will allow another student to move in immediately. The University reserves the right to reassign residents prior to or during the semester in order to consolidate vacant spaces and to accommodate housing requests and needs.

(B) Right of the University to Relocate Residents – The University reserves the right to relocate residents from one space to another when it is determined, in its sole and absolute discretion that the move is in the resident’s best interest or those of his or her fellow students. Also, when it is determined a resident is not residing in an assigned space, the University reserves the right to relocate the resident.

(C) Housing Changes – The resident agrees to abide by all regulations with regard to changing assignments. Approved room/hall changes occur during designated periods each semester. A $50 charge may be levied against students moving out of, into, or within University housing without having authorization from a Residence Life staff member. Once a housing change has been approved, the student must move within a specified timeframe, or will be assessed a financial penalty. *Note: Students with change requests that are approved will be notified.

8. Property Responsibility

(A) Personal Property – The resident assumes all responsibility for personal property. The University does not assume any legal obligation for any resident’s personal property that may be lost or damaged in its buildings or on its grounds. Students are encouraged to obtain personal property loss insurance.

(B) Room – The resident is responsible for the condition of the assigned space and shall reimburse the University for all damage to the space, whether the damage was a result of committing an act or failure to do an act to prevent the damage. The resident is also responsible for loss of fixtures, furnishings or properties furnished under the contract lease agreement. No alterations are to be made to the furniture provided by the University. Every piece of furniture in the room at the time the resident moved in must stay there for the duration of the residency. The resident may not move, trade or store furnishings from his/her space. There is an automatic $50 charge for violating this policy. Additional furniture brought into the room must be freestanding and clear of all existing furniture, fixtures, or walls contained in the room. At check in, students will be provided a copy of the Room Condition Report (24 hours given to report any discrepancies). When occupancy is terminated, students must check out with Residence Life staff and submit the online cancellation form. A Residence Life staff member will inspect the area and assess for damages and missing property. Residents vacating housing without following this procedure, unless following express checkout procedures, will be charged $50 plus the cost of repairs or replacement resulting from damages or missing items. If necessary, cleaning charges will be assessed.

(C) Communal Property *including, but not limited to hallways, baths, stairwells, elevators, lounge, studies, utility rooms and kitchens – Residents are expected to take every precaution to ensure that communal property is not abused. In halls or sections where the University has determined that there is undue abuse of property and the responsible individuals cannot be
identified, all residents may be held responsible for paying a prorated share of the cost of repairing such damages. Where organizations have exclusive use of an area, those organizations are responsible for reimbursing the University for cost repairs if the responsible individual(s) cannot be identified. Where it is determined that organizations are not in support of housing regulations, they will lose use of the area. The University reserves the right to determine the use of all lounges, common and public areas in the residence halls.

(D) 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; and to uphold University policy.

9. Safety
(A) Firearms, Explosives, Fireworks, Flammables – The possession or use of firearms including BB guns, air soft guns and other gun replicas; ammunition; tazers; explosives; fireworks; candles; halogen lamps and other items detailed in the Residence Life handbook are prohibited and can result in immediate removal from University housing and/or suspension from the University.

(B) Fire Safety – Evacuation of University buildings is mandatory when a fire alarm sounds. The sounding of false alarms and tampering with fire fighting or safety equipment including extinguishers, hoses, smoke detectors, sprinkle systems, EXIT signs or pull boxes is prohibited. Those suspected of such offenses are subject to appropriate disciplinary action by the University.

(C) Security – Visitors must enter and exit through the main entrance only. Disciplinary action will be taken against students who prop doors open or exit alarmed doors. For personal safety, windows must be kept locked.

(D) Keys and Access Cards – The resident agrees not to loan/duplicate keys and/or access cards. All lost/stolen keys or access cards must be reported immediately. Keys must be returned when occupancy is terminated. If a key is not returned at checkout, a fee will be assessed to the resident.

(E) Incident Reports – An incident report constitutes administrative written notice concerning an infraction of the University housing policy. These reports are issued by University staff members. Once processed, the student will be required to attend an administrative conference.

10. Custodial Care Policy
(A) In the event that a student requires transportation to a hospital, medical center, treatment center or correctional facility because the student is a potential harm to self or others, Residence Life staff may contact University Police or AAA Ambulance for the purpose of transporting the student. Residence Life is not financially responsible for transportation and treatment received.

(B) In the event that a student is transported, whether voluntarily or involuntarily, to a hospital, medical center, treatment center or correctional center because the student is a potential harm to others, the following will be required for the student to be re-admitted to his/her residence hall:

1. Provide a release form signed by the attending authority indicating the student is released from care and no longer a threat to others.
2. Provide a copy of the release given to attending authority indicating they have permission to release information regarding the student’s status to Residence Life or Southern Miss Counseling Center professional staff. Prior to the potential re-admittance to the hall of any student, Residence Life must receive verbal approval from a Southern Miss counselor on call.

3. Residence Life reserves the right to deny residence hall re-admission to a student based on issues such as timing of the request, possible negative impact of re-admittance upon the living and learning environment, information provided through the attending authority’s release, and the continued potential for harm to others.

(C) Occasionally, a student transported to a hospital, medical center, treatment center or correctional facility may not be allowed to return to the residence hall until a hearing can be conducted. The student will be responsible for his/her own arrangements for off-campus accommodations and transportation, financial and otherwise. Staff cannot assume responsibility for a student who declines medical treatment.

(D) If a student is admitted to a hospital, medical center, treatment center or correctional facility as a result of potential harm to others, an attempt will be made to contact a parent or legal guardian to make him/her aware of the situation, the re-admittance policy, and to release the student to that person’s care.

11. Compliance with University Regulations and Governmental Policies

Student agrees to abide by the terms of this housing contract lease agreement and the rules set forth in the University’s student handbook, Residence Life handbook and amendments by the University, including website updates and correspondence. Such rules, regulations, terms and conditions stated in University publications and correspondence are hereby incorporated and made a part of this contract as if set out in full herein. Students are responsible for knowledge of and compliance with all University and Residence Life policies and regulations which include, but are not limited to, the following:

- Alcohol and controlled substances policies
- Visitation and quiet hour policies
- Smoking policy – Smoking on campus is prohibited except in designated smoking areas exterior to and away from the residence halls and sorority houses.

12. Responsibilities of the University

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.
I have read the housing contract lease agreement. I am responsible for knowledge of and compliance with all University and Residence Life policies and regulations. By signing below, I am agreeing to the terms and conditions of this contract. Important note: If under 18, parent/guardian signature required.*

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<tr>
<th>Student Name</th>
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