1. Introduction/ Period of Contract Lease Agreement
The purpose of this document is to establish the terms and conditions of occupancy in the fraternity houses. By submitting a fraternity housing application and electronically signing the Fraternity Housing Contract Lease Agreement, the resident agrees to enter into a legally binding agreement to reside in fraternity housing for both Fall and Spring semester(s) or the balance thereof, with the exclusion of designated University closures such as winter and spring breaks. The fraternity housing application and contract are for fraternity housing accommodations and do not guarantee specific 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 as well as all policies contained in the Fraternity Housing Contract Lease Agreement, the University Student Handbook, the Housing and Residence Life Handbook, Fraternity Housing Handbook, and updates posted on the 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. Fraternity Housing Reservation Procedures/ Assignment Process/ Chapter Responsibility
The completion of the Fraternity Housing Application and electronic signature of the Fraternity Housing Contract Lease Agreement by the designated deadline are mandatory in order to obtain a space. Students wishing to reside in a fraternity house must have a signed bid card on file in the Office of Greek Life. 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. All room assignment processes will be conducted by both the respective fraternity and Housing and Residence Life.

A. Chapter Responsibility- (85%): Chapters are responsible for maintaining a minimum 85% occupancy level. The Department of Housing and Residence Life will require any chapter failing to attain the 85% level to be financially responsible to that level.
   a. It is the responsibility of the members to sign up for the correct room through the online reservation system.

B. Four Semester Policy: All initiated Greek Men are responsible for residing in fraternity housing for at least four semesters to begin the fall semester immediately following when the member signed his bid card. Any member that has transferred from a different institution and is now affiliated with their chapter on campus is eligible to be drafted and expected to abide by the fraternity housing policies, Greek Life policies, and the four semester policy.

3. Housing Fee
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 to the resident’s University account and rates are subject to final approval by the Mississippi Board of Trustees of State Institutions of Higher Learning. Housing rates are posted online. Please refer to the Fraternity Housing Handbook for a more detailed list of fees associated with Fraternity housing.

A. All Fraternity housing rooms are double occupancy and each student will be billed accordingly. It is the responsibility of the resident and chapter to assign rooms and roommates. If a student does not have a roommate, a private room fee will be assessed which is 1.5 times the regular double-occupancy room rate.

4. Termination of Fraternity Housing Contract Lease Agreement/ Cancelation Policy/ Appeals Process
Residents who reside in a campus residence hall who wish to cancel their housing assignment to move into a fraternity house will be held to the terms of their initial contract and buyout fees associated with that contract. Students must submit the online cancellation form at www.usm.edu/housing in order for the cancellation to be accepted. Housing and Residence Life does not accept cancellations over the phone.
The academic year rental agreement becomes binding after the cancelation date has passed (June 15, 2017.) Residents enrolled at the University will be held to the terms of the contract if cancelation is not submitted via online cancelation form by the cancelation deadline and will be financially responsible for fall and spring semester rental fees, or balance thereof. New applicants for spring semester housing must also submit a cancelation form by the cancelation date in order to be released from the Fraternity Housing Contract Lease Agreement. New applicants canceling after the deadline will be held to the terms of the contract.

A. Examples of cancelations where housing fees may be waived include but are not limited to: Withdraw from University, Marriage, Internship, Study Abroad, Student Teaching, Graduation (Must provide supporting documentation in all cases). *Please note that the fraternity house occupancy level may be affected.

Appeal Process: Housing and Residence Life offers an appeal process by which a resident may request to be released from the academic year housing contract or the fraternity housing draft policy. The appeal form can be completed on the Housing and Residence Life website. Any appeal letter and supporting documentation must be completed and returned to the Department of Housing and Residence Life by the assigned deadline. A date will be scheduled for the student to go before the appeals committee. This hearing will be scheduled at a time agreed to by the committee. Attendance is mandatory for an appeal to be considered.

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

Fall and Spring Term
Students applying for campus housing 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 for campus housing 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.

June 15 Release Cancellation Deadline: Fall 2017 New and Continuing Applicants
- Last day to cancel online without financial penalty 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

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) 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/ Credit Limitation
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. Inspections
The University reserves the right to enter Fraternity house rooms and common areas for inspection of facilities; for health, safety and maintenance; for damage to space or equipment; for pest control services; and to uphold University policy.

7. Move-Out Procedures Residents are notified each semester of move-out dates and times, as well as the proper procedures to follow. A proper check-out includes moving out in accordance with published dates, removal of all personal items, cleaning the room and returning the key to the Department of Housing and Residence Life staff. Failure to properly check out of your fraternity house will result in charges established within the Fraternity Housing Handbook.

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 Fraternity Housing Handbook, 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.

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

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