The University of Southern Mississippi

Office of Conference and Fraternity Housing

Fraternity Housing Contract 2015-2016

1. Period of Contract – This contract binds the student to reside in fraternity housing during both the FALL AND SPRING SEMESTERS. Chapters are responsible for maintaining an 85 percent occupancy level. Members will be drafted to the member responsibility level for each chapter. Please consult the fraternity housing website for more information. Note: The fraternity houses are closed during the holiday and spring breaks. It is the student’s responsibility to make reservations for housing and find a roommate to share expenses during the breaks. The Office of Conference and Fraternity Housing Operations is not responsible for accommodations during this time.

2. Four Semester Policy – All initiated Greek Men are responsible for residing in fraternity housing for a total of four semesters to begin the fall semester immediately following when the member signed their bid card. This contract binds the student to reside in fraternity housing during both the FALL AND SPRING SEMESTERS. Any member that has transferred from a different chapter and is now affiliated with 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. University Housing Policy - This signed contract becomes a legally binding document between the university and the signee for both the fall and spring semesters. The fraternity housing application and contract are for fraternity housing accommodations and do not guarantee any specific room or roommate preferences. Residents must be enrolled at the University of Southern Mississippi in order to live on campus and are responsible for knowing and complying with the rules and regulations contained in the housing contract, the University Handbook, Fraternity Housing Handbook and updates posted on the Web site, as well as other correspondence (i.e., electronic, direct mail).

4. Housing Reservation - Students wishing to live in a fraternity house must complete the housing application before the deadline set by the Office of Conference and Fraternity Housing Operations. All reservations will be conducted through the fraternity housing website and it is the responsibility of the student to make the reservation. Students living in the fraternity house must be an active-initiated member of the fraternity. The deadline to apply is June 16th; initiated students who submit the housing application after the deadline will be charged a $50 late fee.
5. Break Housing – The Office of Conference and Fraternity Housing Operations will assist residents in locating housing accommodations for all semester breaks. Residents are also responsible for requesting these accommodations for all semester breaks by the specified deadline in the Fraternity Housing Handbook. Residents are responsible for any additionally costs that may be associated with break housing. Breaks include any time period when the fraternity house is not considered open, as defined in the Fraternity Housing Handbook. Examples of these times are: Mini Session terms, Spring Break, and Christmas Break.

6. Housing Fee - This contract binds a student to pay housing rental fees according to the university payment schedule for the FALL AND SPRING SEMESTERS. The rental fee is billed per semester to the residents University Account. All fraternity housing rooms are double occupancy and each student will be billed accordingly. It is the responsibility of the student 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 and ½ the regular room rate.

7. Assignment Process - All room assignment processes will be conducted both by the respective fraternity and the Office of Conference and Fraternity Housing Operations. It is the responsibility of the members to sign up for the correct room through the online reservation system and the responsibility of the chapter to furnish a list of residents’ preference for rooms and roommates.

8. Cancellation Policy – Cancellations must be made through email correspondence by the cancellation deadline. The academic year rental agreement becomes binding after the cancellation period has passed (June 16 for the academic year). Persons enrolled at the University will be held to the terms of the contract if cancellation is not submitted by email by the cancellation deadline and will be financially responsible for both fall and spring semester rent. New applicants for spring semester housing must also submit cancellation by email by the cancellation deadline in order to be released from the housing contract. New applicants canceling after the deadline will be held to the terms of the contract.

Cancellations – The following are examples of cancellations where housing fees are waived:

A. Withdrawal from Southern Miss

B. Marriage (with documentation)

C. Student teaching, internship or study abroad (with documentation)
D. Graduation (chapter’s occupancy level will be affected)

Procedures for these circumstances

A. Provide written notification prior to cancellation deadline with supporting documentation of circumstances

Prorated Credit Limitation – If a student chooses to cancel his assignment during the academic term, and he is no longer enrolled in 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 November 1 for the fall semester or April 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 Office of Conference and Fraternity Housing Operations.

9. Contract/Draft Appeals - The Office of Conference and Fraternity Housing Operations 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 appeals form can be completed on the fraternity housing website. An appeals letter and supporting documentation must be completed and returned to the Office of Conference and Fraternity Housing Operations by the 5th working day of the semester for which the release is requested. 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 and student. Attendance is mandatory for an appeal to be considered.

10. Right of the University to Cancel - The university reserves the right to refuse admission or readmission to university housing or to cancel the contract during the academic year for the student's failure to meet university 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. Cancellation of the contract for the above reasons may result in the eviction 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 evicted immediately without a refund of prepaid rent. In the event the accommodations assigned to the student are destroyed, vandalized 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.
11. Responsible for 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.

12. Responsibility for 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 of vandalism or failure to prevent the damage. The resident is also responsible for loss of fixtures, furnishings or properties furnished under the contract. No alterations are to be made to the furniture provided by the university. If a student wishes to make a modification to their room, they must complete the Request to Modify form. When occupancy is terminated, students must obtain housing clearance and follow the move out procedures as defined in the Fraternity Housing Handbook. A fraternity housing staff member will inspect the area and assess for damages and missing property. Residents vacating housing without following this procedure will be charged $100 plus the cost of repairs and replacement resulting from damages or missing items. If necessary, cleaning charges will be assessed. If the resident does not turn in his room key he will be charged to replace the lock. Please consult the Fraternity Housing Handbook for more information.

13. Responsibility for Communal Property (including, but not limited to hallways, baths, stairwells, lounge, studies, utility rooms, kitchens, chapter rooms and social rooms) - Residents are expected to take every precaution to assure that communal property is not abused. In houses where the university has determined that there is undue abuse of property and the responsible individuals cannot be identified, the fraternity will be held responsible for paying a prorated share of the cost of repairing such damages. Where organizations have exclusive use of an area, they are responsible for reimbursing the University for the Cost of repairs from damage to communal property if the responsible individual(s) cannot be identified. Where it is determined that organizations are not in support of housing regulations, they will lose the right to use that area. The university reserves the right to determine the use of all lounges and common and public areas in the fraternity houses. Please consult the Fraternity Housing Handbook for more information.

14. Firearms, Explosives, Fireworks, Flammables - The possession or use of firearms (including BB Guns, paint ball guns, air soft guns, and other gun replicas), ammunition, explosives, fireworks, candles, halogen lamps and other items detailed in the Fraternity Housing handbook is prohibited and can result in immediate eviction from university housing or suspension from the university.
15. 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, sprinklers, EXIT signs or pull boxes is prohibited and will result in a $500 penalty to the respective chapter. Those suspected of such offenses are subject to criminal prosecution, eviction from university housing or suspension from the university. Please consult the Fraternity Housing Handbook for more information.

16. Guests, Visitation and Social Functions - Residents and chapters are responsible for the conduct of their guests and will be held accountable for their behavior.

17. Individual Room 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; and to uphold university policy. Furthermore, the safety department will conduct checks each semester of rooms to ensure they are compliant with university rules, policies and procedures.

18. Quiet Hours - Courtesy hours are in effect 24 hours a day. Strict quiet hours are in effect from 11 p.m. until 8 a.m. each day, and shall be in effect in all halls 24 hours a day for a minimum of seven days before final examinations and continue throughout the exam period. Any exception to the quiet hours must be submitted on an activity form through the Student Activities Office and the Office of Greek Life. Please consult the Fraternity Housing Handbook for more information.

19. Mail/E-Mail - All students residing in university housing are assigned a post office box and an e-mail address. It is the responsibility of the student to attain his post office box number, combination and e-mail address from the respective areas. All information sent to students via mail or e-mail is the responsibility of the student to secure. A post office box fee is assessed to each residence hall student by the university post office.

20. Incident Reports - An incident report constitutes administrative written notice concerning an infraction of university housing policy. These reports are issued by the fraternity housing directors, office staff, or others designated by the office of Student Affairs. Infractions of university housing policies may be dealt with administratively or through the judicial system.
21. Smoking - All fraternity houses are smoke-free. Smoking is strictly prohibited. Evidence of smoking in the house may result in disciplinary action and a fine, if following a warning, it fails to cease. Residents may smoke outside the fraternity house as long as they remain 15 feet from the building in accordance with Mississippi law. Fines will be issued for non-compliance in the amount of $250 per occurrence.

22. Candles – Candles are not permitted in the fraternity houses. This includes during ritual as well. Fines will be issued for non-compliance in the amount of:

   First Offense - $250
   Second Offense - $500
   Third Offense - $1,000
   Fourth and Final Offense – Conference and Fraternity Housing asks for the University to remove the charter for the organization.

23. Alcohol and Controlled Substances - Residents agree to refrain from the use, possession or sale of any and all illegal narcotics or other controlled substances. Residents must abide by the university policy regarding alcoholic beverages. Violations of Mississippi law and university policy are considered serious and may result in fines, eviction from housing and expulsion from the university.

24. Responsibilities of the University - The University agrees to exercise reasonable caution to safeguard the health, safety and property of each resident, and will make a good faith effort to repair defects in the fraternity houses. The university shall not be liable for failure of water supply, electrical current, or heating and cooling systems; presence of insects or vermin; and the loss, damage or injury to a resident or his or her guest, or property.

25. Security - Visitors must enter and exit only by main entrances to the house. Disciplinary action will be taken against students who prop doors open or exit alarmed doors. For personal safety, ground floor accessible windows must be kept locked.
26. Meal Memberships - All students who reside in a fraternity house will automatically be assigned a meal plan. For more information on meal memberships, and to change your meal membership online, visit www.southernmissdining.com or call the Southern Miss Dining customer center at 601.266.5376.

27. 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 Office of Conference and Fraternity Housing staff. Failure to properly check out of your fraternity house with a staff member from the Office of Conference and Fraternity Housing Operations and failure to be out of the building by the designated time will result in a minimum charge of $100. Failure to clean a room will result in a minimum cleaning fee of $175 to be assessed to the student’s account. All residents are required to check out of the fraternity house by the closing date listed in the front of this handbook. Items of value will be catalogued and stored at the owner’s expense for a maximum period of 15 days. Items not claimed within 15 days, will be disposed of.

***By clicking submit, you are agreeing to the terms and conditions of this contract. Upon submitting, you will be redirected to the Fraternity Housing online application process.***

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