

2018-19 STATEMENT OF TERMS & CONDITIONS OF OCCUPANCY

The University of Saint Mary agrees to provide housing accommodations according to the provisions of this contract. The student agrees to abide by all terms of this contract and to remit payments according to payment schedule set forth by the University of Saint Mary. Housing accommodations are rented to the student while in attendance for the specific purposes of personal residence and may not be sublet or used by resident or outside entities for any commercial purposes. This contract is not assignable or transferable.

If all charges are not paid on or before published university due dates, administrative fee(s) may be assessed to the student's account per Business Office policy and procedure. An account not paid in full according to the University of Saint Mary payment policy, may result in the eviction of the resident during or at the conclusion of an academic semester.

The University of Saint Mary is committed to the principle of equal opportunity in education and employment. Accordingly, the University does not discriminate against individuals on the basis of race or color, sex or gender, national origin or ancestry, disability or handicap, religion or creed, age, sexual orientation, marital status, past, present or future membership in the uniformed services including the Reserve and National Guard, citizenship or intending citizenship status.

The student is responsible for reading and familiarizing themselves with the information located within the Student Handbook and all expectations stated therein. The Student Handbook can be found at http://www.stmary.edu/Files/USM_Student_Handbook.aspx.

ABANDONED PROPERTY

The Office of Residence Life will not be liable for property left in the building after a student vacates his/her housing assignment. Residents must remove all personal property and possessions from the residence halls within 72-hours of withdrawing from the University, upon termination of his/her contract, or after their last final exam of the semester. The student grants the Office of Residence Life the right to dispose of any property left by the student after the date when the student vacates or is expected to vacate the premises as allowed by law. Storage and/or disposal charges may apply.

CANCELLATION FEES

Contract beginning in 2018 fall term, cancellation charges

- Cancellation requests postmarked on or before **August 13, 2018** may result in a \$100.00 cancellation fee assessed to the student's account.
- Cancellation requests after **August 13, 2018** may be charged 35% of the remaining balance owed for housing charges (includes housing charges for both fall and spring).

Contract beginning in 2019 spring term, cancellation charges

- Cancellation requests postmarked on or before **January 04, 2019** may result in a \$100.00 cancellation fee assessed to the student's account.
- Cancellation requests after **January 04, 2019** may be charged 35% of the remaining balance owed for housing charges.

CHECK-IN & CHECK-OUT

All residents must check-in with a member of Residence Life staff prior to occupancy & check-out with a member of Residence Life staff prior to moving out. Check-in consists of reviewing and signing required paperwork and receiving keys from a staff member. Check-out consists of returning the room to its original condition, returning all keys, and signing the required paperwork. Failure to complete a proper check-in or check-out may result in additional fees.

CONTRACT RELEASE WITHOUT CANCELLATION FEES

After the move-in date, a student may be released from this contract, without penalties, under the following conditions:

1. No longer attending the university (graduating, transferring, or withdrawing)
2. Marriage, if the marriage occurs after signing this contract (marriage license required)
3. Participation in a university sponsored study abroad, co-op, student teaching, or internship program that is 30 or more miles from the University of Saint Mary.
4. Called for active military service duty
5. Significant and unforeseen health reason occurring during the contract period
6. Receipt of an approved contract release by the Director of Residence Life

CONTRACT TERMINATION

1. A student who wishes to cancel his/her contract, and who is subject to the Residency Requirement must first complete an On-Campus Housing Waiver Request form and submit to the Office of Residence Life. (These forms are available on the Residence Life Webpage, or in the Student Life Office).
2. Any student who cancels his/her contract is subject to the associated cancelation fees.

EARLY ARRIVALS

University of Saint Mary students wishing to remain on campus after the residence halls close or return to campus before the designated date for a pre-approved reason must obtain approval by planning their extended stay and officially requesting it (or having their sponsor request it). An extended stay is outside of the scheduled class periods or finals schedule.

A student may be working for the university, participate in a school function, or participate on an athletic event. For any reason, students must obtain permission by requesting to stay past the closing of or the opening of the residence halls. Students found to be on campus without permission for an approved event or organization will be subject to a \$100 per day fine and possible judicial action.

The employment contract end date for Resident Assistants is two days after graduation, so RAs only need to submit a request to stay on campus past the two days post-graduation. Students graduating who live in the halls do not need to request to stay unless they need to stay beyond the day of graduation. All graduates must check-out of their housing assignment on or before graduation day. Those with a special circumstance to stay must get prior approval from the Residence Life office.

Students may not store items in a housing assignment while not present or in between summer dates. Students must remove all belongings from a housing assignment unless they are assigned for that period. Spaces will be inspected, abandoned belongings will be discarded, and handling charges will be applied to the student's account, in addition to a \$100 per day fine (for each day without approval) and possible judicial action.

ELIGIBILITY

To be eligible to live in the Residence Halls the resident shall, during the term of this contract, be enrolled and attending the University of Saint Mary and be a student in good standing. Loss of student status at any time during the contract period will result in the termination of this contract and removal from the residence halls within 72 hours of the loss of student status.

FOOD SERVICE

All students living within the residence halls must participate in a meal plan. All first-year, first time students must maintain the 20-block meal plan for his/her first year at USM. The meal plan does not cover Thanksgiving or Spring Break. Credit is not given for unused meals.

HOUSING DEPOSIT POLICY

All new residential students must submit a non-refundable \$200 security deposit. Housing assignments will not be processed until the \$200 deposit, housing contract and immunization records have been received.

Housing deposits are non-refundable. If a student signs up for housing as a first time freshmen or transfer student, that student may only be refunded their housing deposit if their housing contract is canceled before the two weeks until move-in date.

LIABILITY & DAMAGES

1. The University will not be held liable for theft, loss or damage to any property of the student including, but not limited to, loss from fire, flood, wind, or acts of God. Students are encouraged to carry the appropriate insurance.
2. The student agrees to pay for any damages, lost property, or special costs for which they or their guests are responsible by neglect or intent. Damages will be charged directly to a student's account unless other arrangements are made.

PERIOD OF OCCUPANCY

1. Assigned rooms must be occupied by the first day of classes. A student who fails to occupy his/her room by the first day of class and have not made contact with the Office of Residence Life may lose their current bed space and be subject to reassignment. Failure to occupy an assigned bed space does not constitute a release from this contract. Occupancy dates are as follows:

- The residence halls open on **August 18, 2018** and close on **December 14, 2018 @ 12:00 pm** for the fall semester
- The residence halls open on **January 06, 2019** and close on **May 03, 2019 @ 12:00pm** for the spring semester

RESIDENCY REQUIREMENT

The University of Saint Mary requires students to live within University housing until they are 19 years of age and a junior (60 credit hours) or 21 years of age at the start of his/her first semester at USM. Exceptions to this policy include students who are: married, reside within the primary residence of a parent or legal guardian, or who are parents of dependent children. Those seeking an exemption from the residency requirement must submit an On-Campus Housing Waiver Request to the Director of Residence Life. The Director will review the On-Campus Housing Waiver Request and supporting documentation and will provide written notification of a decision. The On-Campus Housing Waiver Request is available at: (Residence Life Webpage or in the Student Life Office)

ROOM ASSIGNMENTS

Room assignments are not made until the Office of Residence Life has received a signed housing contract. Assignments are made on a first come, first served basis. Housing assignments may not be available until mid to late June. Typically, housing assignments are mailed out over the summer.

ROOM CHANGES

Room changes may be requested by current residents and are made at the discretion of members of Residence Life staff. The right to change rooms is reserved by the Office of Residence Life and may be made by members of Residence Life staff under the following circumstances: In the interest of health, discipline, safety, and the welfare of a resident and/or other residents; to consolidate and fill empty bed space; to address room/building maintenance needs.

RIGHT OF ENTRY

The University reserves the right for authorized personnel to enter student rooms for: health and safety concerns, maintenance purposes, and for any other legally permissible interest of the University. By submitting a signed housing contract, the student authorizes University personnel to enter and search the student's room on reasonable cause to investigate violations of USM policy and/or state or federal law.

ROOM CONSOLIDATION & RE-ASSIGNMENT

Double rooms are to be occupied by two persons. In case one of the occupants does not claim his/her assigned double room space or moves, the student who remains agrees to accept a new assigned roommate, consolidate by moving to fill a vacancy elsewhere in the hall, or pay the single room rate.

SERVICE INTERRUPTIONS

The University will not be liable for any interruptions in service (electricity, A/C, etc.) resulting from causes beyond its control, and such interruptions will not relieve the student, in whole or in part, from obligations of the contract.

SUSPENDED RESIDENCY

The Office of Residence Life reserves the right to terminate or modify this contract when the Director of Residence Life, or authorized designee of the Director learns or determines that: a resident has been charged or convicted of a crime(s) against a person; has engaged in conduct which threatens the safety and/or security of other residents, or is likely to pose a risk to the safety or security of other residents in the future. All other decisions regarding the termination or modification of the terms of this contract will be made at the discretion of the Director or authorized designee of the Director.