

# Housing and Dining Contract

## MSCTC/Gateway



**NOTICE:** Read all provisions of the Contract BEFORE signing. No other University department or agency may represent, promise, alter or cancel this Contract. Any request for exceptions to provisions contained herein must be submitted IN WRITING to and approved by the Director of Housing and Residential Life (Director) or his/her designee.

- Parties:** The Contract is made between Minnesota State University Moorhead's Department of Housing and Residential Life (We/Us/Our) and \_\_\_\_\_ (student/You/Your) in consideration of the rents, covenants, and terms which follow.  
(Please Print Full Name)
- Eligibility:** Any MSUM student enrolled for at least one credit may contract for MSUM housing. (Other students will sign an addendum.)
- Duration:** This Contract is binding for the entire academic year, or that portion remaining from the time the Contract has been signed, excluding summer sessions and semester breaks, as long as You remain an MSUM (or other) student. There is no additional charge for semester break housing (fall to spring) as long as You complete the full year's contract.
- Room and Board Assignments:**
  - The University agrees to assign a space in a residence hall and provide contracted meals under the following terms and as described in the MSUM Residence Hall handbook, which is made a part of this Contract, and can be accessed at our web site. Any residence hall assignment must include a meal plan chosen from the options provided each year.
  - This Contract, in total or in part, is neither transferable nor subject to sub-let.
  - Room assignments are made according to date priority (determined by the date the application, contract and full reservation fee/prepayment are received in the Housing Office). No priority is established until the full reservation fee and prepayment have been received.
  - We reserve the right to adjust meal serving hours and service locations, as well as the time of the first and last meals offered before and after each break.
  - Meals are not provided during breaks as a part of this Contract. Meal contracts are not transferable. You may request a different meal plan during the semester in accordance with the meal plan guidelines. Meal plan rates include 100 Dragon Dollars.
  - The University will attempt to accommodate individual needs; however, the University's inability to accommodate specific or extraordinary requests does not cancel this Contract.
  - We reserve the right to change room assignments for health, safety, repair service, consolidation, disciplinary reasons, or incompatibility of roommates. The Director or designee will determine if You, Your roommate, or both will be reassigned.
  - The University assigns rooms and roommates on a non-discriminatory basis. Unapproved room changes or Your failure to accept a requested room re-assignment may result in Our charging You a \$50 administrative charge.
  - When a roommate leaves a room, We may fill that vacancy without consulting the remaining occupant(s). Remaining occupant(s) may not take sole possession of the room without first being granted a double-as-single room designation, and being charged and making payment accordingly.
- Rates and Payments:** (Rates are included in the attached addendum #1).
  - RESERVATION FEE AND PREPAYMENT:**
    - All applications and contracts require a \$50 non-refundable reservation fee at the time of submission to the Housing Office. This is separate from and in addition to the pre-payment described below. It will be applied to the appropriate semester's room charges. If the application/contract is cancelled or terminated, this fee is forfeited.
    - If You are a new student (new entering freshman or transfer, or student not currently in residence):**
      - A \$300 prepayment is required (in addition to the \$50 non-refundable reservation fee) to be paid before We make a room assignment.
      - For Fall Semester:** If You want to secure an assignment in the first group of new student assignments mailed out in mid April, the \$350 payment (\$50 non-refundable reservation fee and \$300 prepayment) must be received in the Housing Office or postmarked no later than March 30 in order to secure any assignment priority. Contracts submitted after March 30 must be accompanied by the \$350 payment and will be processed by date priority.
      - For Spring Semester:** the full \$350 prepayment (includes \$50 reservation fee) must accompany the signed and completed contract. Spring assignments will be made on or around mid December.
      - Prepayments will be applied to the appropriate semester's room charges.
    - If You are a current resident (already living on campus) and You are returning:**
      - For Spring Semester:** Your charges will be on Your Spring tuition and fees bill and payable as stipulated.
      - For next Fall Semester:** A minimum of \$200 (\$50 non-refundable reservation fee and \$150 prepayment) is required at Spring Housing Sign-up. To guarantee Your room selection made during this process, the additional \$150 prepayment must be received on or before April 15 (this may be paid in full during Sign Up). We reserve the right to relocate Your assignment if the full prepayment is not received by April 15, even if this means changing Your room type or hall. Your contract can only be terminated or cancelled upon Our receipt of Your WRITTEN notice to cancel.
  - This prepayment is not covered in advance by financial aid or State selected payment processor plan. It may not be waived and is refundable only per Section 6 of this Contract. Payment does not guarantee a specific room assignment.**
  - ROOM RATES:** include charges for local telephone, expanded cable TV service, internet access, hall activity fee, Newspaper Readership Program and rent (including all other operating expenses).
  - No credit or refund is given for missed meals. Dragon Dollars carry over from fall to spring semester; any unused amount remaining at the end of spring semester is forfeited.
  - Your failure to make payments, terminating this contract and/or a history of being involved in violations of rules/regulations may result in Your being denied the privilege to contract with Us for the following summer or academic year(s).
  - ROOM AND BOARD PAYMENTS:**
    - Payment of room and board may be paid anytime prior to the beginning of a semester but it is due on or before the last published fee payment date. You may choose to make one payment in full at fee payment date, or pay half the charge at fee payment date and the second installment by October 15 (March 15) or participate in the State selected payment processor plan.
    - If necessary You may arrange a modified payment plan with the Director or designee, or a deferral of the payment date may be granted upon confirmation of pending financial aid. **In all cases, full payment must be received no later than one month prior to the end of the semester.** You may be subject to a \$30 late charge for any late payment.
    - Failure to make payments by specified dates cited in this Contract or as stipulated in a signed, formal deferred payment plan, may result in immediate denial of further meals, a hold placed on Your registration and official records, and/or eviction from the residence halls within 24 hours of Our notification, and Your account turned over to a collection agency per university practice.
    - If in default, You are liable for all legal and collection costs resulting from Our attempts to obtain payment.
    - Rates are subject to change.

**I UNDERSTAND THIS CONTRACT IS BINDING FOR THE ENTIRE ACADEMIC YEAR. I certify that I have read the terms and conditions of the Residence Hall Contract and all attachments, and agree to abide by conditions stated therein.**

**PAYMENT:** I will make the following semester payments:

- a) One payment each semester at fee payment time.
- b) Two payments each semester, the 1<sup>st</sup> at fee payment time, the 2<sup>nd</sup> by October 15 (March 15).
- c) Enrolled in State selected payment processor (either Tuition Management or FACTS program).
- d) If I do not choose option a or b, I must come to the Housing Office to complete a Deferred Payment Plan form for the Director's or designee's consideration and approval.

I understand that failure to make timely payments will result in a \$30 late charge for each payment that is late and may result in termination of service or contract.

**Please Print:**

Name of Student \_\_\_\_\_ Date \_\_\_\_\_ Dragon ID# \_\_\_\_\_  
Last First Middle

Student Signature \_\_\_\_\_ Parent Signature \_\_\_\_\_  
(required if student is under 18)

MSUM Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

**Return both copies of this Contract along with the Application for Residence Hall Space & Dining Services card with the non refundable \$50 reservation fee and Your \$300 prepayment to: MSCTC, 1900 28th Ave South, Moorhead, MN 56560. We will return the yellow copy for Your records after We have signed it.**



6. If You terminate this contract during fall semester and do not intend to live on campus during spring semester, You are ineligible for semester break housing. If You terminate this contract during the break, You will be assessed the daily guest housing charge for every night you continue to occupy a room beyond fall semester's official closing date. You must vacate the premises prior to the day We re-open the halls for spring semester.
- F. REFUNDS: If You withdraw from the halls during a semester Your rent and board cost will be prorated on a weekly basis (Our billing weeks end on Friday) to cover costs of Your occupancy and board plan. Other fees included in the rate (Newspaper Readership, local phone service, internet access, hall activity and cable fees) are not subject to refund. Refer to Sections 6 and 7 for further information.
- 6. Contract Cancellation Procedure:** (used PRIOR to the formal date We open the halls each semester)
- A. Only written notice of Your cancellation received in the Housing Office will void this Contract. Any notice You provide to any other office (Admissions, Financial Aid, Records, etc.) does not void this Contract. Cancellation will result in a full, partial or no refund of the \$300 pre-payment, depending upon the date by which written notice is postmarked or received in the Housing Office. The \$50 reservation fee remains non refundable.
- B. For Fall Semester: If written notice is received/postmarked by June 1, You will receive a full refund of the \$300 pre-payment.
1. If written notice is received/postmarked after June 1 but PRIOR TO the first day we open the halls for fall semester, You will be assessed a \$150 administrative charge with the balance of the pre-payment refunded to You. You will have no further housing financial obligation. (If your assignment requires special accommodation be made, the written notice is required to be received by August 1.)
- C. For Spring Semester: Spring assignments are made beginning in mid-December. If written notice is received/postmarked by November 15, You will receive a full refund of the \$300 pre-payment. If written notice is received/postmarked after November 15 but PRIOR TO the first day We open the halls for spring semester, You will be assessed a \$150 administrative charge with the balance of the prepayment refunded to you. You will have no further housing financial obligation. (If your assignment requires special accommodation be made, written notice must be received by November 1.)
- D. If you provide written notice to cancel after the halls have opened for the contract period You will be considered a NO SHOW and You will forfeit Your full \$300 prepayment. ("NO SHOW" only applies to a person who is not enrolled to attend MSUM.) If You are enrolled, there will be NO refund and this will be considered a Contract Termination. Refer to Section 7.
- E. A completed application, contract and prepayment are required before you can be assigned or placed on a waiting list (when space is not Immediately available). A notice of cancellation is required to end Your contractual obligation even if you have been placed on a waiting list and have not yet been given an assigned space prior to the beginning of a semester.
- F. Written requests for Contract cancellations received after the dates cited above will not be granted except as outlined in Section 7 and You will be held financially responsible.
- G. If you are placed on academic suspension for Fall, you can appeal the decision. If the appeal is not granted you have until August 5 (or the closest working day) to notify the Housing Office of your cancellation. If notice is received by August 5 the \$300 prepayment will be refunded to You; if it's received after this date the refund will be in accordance with other cancellations as stated in Section 6B-D.
- 7. Contract Termination Procedures:** (used after the halls have opened for a semester and/or after accepting room key)
- A. **This Contract obligates You for the full academic year.** Any request to terminate this Contract is subject to the approval of the Director or his/her designee.
- B. Requests for approved termination will be considered only for the following reasons: 1) Withdrawal or dismissal from MSUM (or other programs) classes; 2) Extreme, unanticipated financial hardship arising after the beginning of an academic semester; 3) Serious medical or health problem which is directly affected by residence hall conditions (and not alleviated by a room or hall change); 4) Marriage during the Contract term; or 5) Graduation or academic commitments outside the area. "Serious" and "extreme" are as determined by the Director. Such terminations are not automatic and require appropriate written documentation. If granted, such a release is an approved termination.
1. Approved termination or release from the Contract obligates You to the following charges: 1) a pro-rated weekly rent charge for the period of time that the room was assigned and available to You; 2) a pro-rated weekly charge for food service assigned and available to You; 3) room damages; and 4) the full semester's charges for the Readership Program, residence hall activity fee, local telephone, internet access, and cable TV service. If You request to be released from this contract according to Section 7B, a \$50 administrative charge will be assessed (fee waived for graduation, practica or other approved academic commitments outside the area).
- C. You may also choose to terminate Your contract as an unapproved termination if You do not meet the criteria for an approved termination. Immediately upon Your leaving and checking out from Your assigned space, You will be responsible for charges explained below.
1. Unapproved termination of the Contract during a semester obligates You to the following charges: 1) a pro-rated weekly rent charge for the period of time that the room was assigned and available to You; 2) a pro-rated weekly charge for food service assigned and available to You; 3) room damages; 4) the semester's full charge for Newspaper Readership, hall activity fee, local phone, internet access, and cable TV charge; 5) A \$50 administrative charge; and 6) a termination fee of \$200.
2. If an unapproved termination is requested to occur at the end of fall but prior to the beginning of spring semester, you will be assessed a termination fee of \$275 and a \$50 administrative fee, but no portion of other Spring fees (cable, phone, internet, Readership or hall activity fee) will be assessed. In addition, you will be charged \$15 for every night of the break until You have been officially checked out of Your Fall space.
3. Such a termination ends any meal plan You may have; whatever Dravon Dollars may remain are still Yours to use. (Dragon Dollars are refunded only when a student withdraws from school). You may enter into a new contract for an off campus meal plan.
- D. The University may immediately terminate this Contract and evict You if You fail to make payments as required under its terms; if You violate any terms of this Contract, Housing policies or University Student Code of Conduct (see Residence Hall and MSUM Student Handbooks); If you lose your enrolled students status; or deny other residents the quiet enjoyment of their residence hall. Students may also be referred to the University Judicial Officer for disciplinary action. Termination of the Contract for disciplinary reasons obligates the student per 7C above as an Unapproved Termination.
- 8. Check-in and check-out:**
- A. You, upon signing and submitting this Contract, shall be held financially liable for its terms.
- B. You are responsible for completing, and returning to Your hall desk, a room inventory within the first week of Your occupancy. At check-out, damages located in Your assigned room and not noted on Your room inventory may be billed to You.
- C. **You must vacate Your room within 24 hours after termination of this Contract, loss of student status, your final examination, or by the established hall closing time for each semester, whichever comes first. At the end of Spring Semester, unless You are part of Commencement or moving to summer housing, You must vacate the room/hall by 7:00 p.m. on the last day of finals.**
- D. You will be considered a NO-SHOW if You have neither registered for classes nor checked into Our halls by the fifth class day of the Semester and as such will forfeit the full \$350 (\$300 prepayment and the non-refundable \$50 reservation fee).
- E. You are responsible for completing the withdrawal procedures required for check out. You are considered to be occupying the premises for as long as You retain the room and hall front door keys, or Your possessions remain in the room.
- 9. Upkeep. You agree:**
- A. To pay all specified fees, to observe all rules of Minnesota State University Moorhead and of Residential Life (as defined in the MSUM Student Handbook and Our Residence Hall handbook), and to abide by the terms of this Contract.
- B. To be financially responsible for keeping the room, its furnishings, walls, windows and doors free from damage; and for physically maintaining the room and its furnishings in a clean, sanitary condition.
- C. Not to modify the room without prior written approval from the Director of Housing or his/her designee.
- D. When two or more students occupy the same room and individual responsibility for damages to that room/ furnishings cannot be determined, the damage charge will be assessed equally among those assigned to the room. Residents using common areas of a residence hall may be held liable for any damages to that area and its furnishings.
- E. To conduct Yourself in a manner that allows other residents the quiet enjoyment of their residence hall.
- 10. University Non-Liability:** The University is not responsible for damage or theft of Your personal property, including money. We encourage You to carry appropriate personal property insurance.
- 11. Guests:** Guest and visitation policies are included in the housing handbook. You are responsible for all actions and conduct of guests/ visitors. Any damage caused by Your guests/visitors is Your financial responsibility.
- 12. Right of Entry:** The University reserves the right to enter the premises at reasonable times for repair, preservation of health, safety, quietude, placement and/or recovery of University-owned property, or when staff have reason to believe a violation of law or conduct is being committed.
- 13. Your Liability:** You are responsible for Your conduct and that of any guests/visitors; responsibility includes financial liability for damages.
- 14. Unavailability of Premises:** In the event any of the premises which are subject to this Contract, including all areas in and around the residence hall, should be partially or totally lost, destroyed or unavailable in whole or in part for Your purposes, then either You or We shall have the right to immediately terminate this Contract. We are not liable to You for any damages occurring as the result of such terminations.
- 15. Issues of health and safety include but are not limited to:**
- A. Fire alarms, smoke detectors and fire fighting equipment are for Your protection and safety. Any tampering with or misuse of this equipment is strictly prohibited. All persons must promptly evacuate the building whenever a fire alarm is sounded.
- B. MSUM facilities, including residence halls, are smoke free. The smoking of any substance, burning incense, oil or candles, or using open coiled appliances is not permitted.
- C. Screens and panes of glass are not to be removed from windows.
- D. No non-fused multiple outlets may be added to the wall outlets provided.
- E. No firearms, weapons, explosives, or ammunition of any nature will be permitted in student rooms.
- F. Consumption and/or possession of alcohol (regardless of age) legally controlled non-prescriptive substances is not permitted on the campus or in the residence halls.
- G. Pets are not permitted in the residence halls (fish are the only exception).
- Violations of policy and procedures relative to these issues will result in judicial or administrative referral and may result in contract terminations.
- 16. Limits of Reservation:** A contract for a room in a residence hall does not indicate admission to the University. Conversely, admission to the University does not guarantee a residence hall assignment.
- 17. Complete Contract:** This Contract represents the entire Agreement between Us and no oral promises between Us are binding thereon. If there are any parts of this Agreement, or of the documents referred to herein, that are unclear or not thoroughly understood, those questions have been brought to the attention of a staff member of the Director and have been resolved so as to be fully understood. In witness thereof, the parties have caused this Agreement to be duly executed and are bound thereby.