

**Housing Contract Terms & Conditions**  
**Department of Housing and Residence Life**  
THE UNIVERSITY OF SOUTHERN MISSISSIPPI

**1. Purpose**

This contract specifies the terms and conditions for all students residing in campus housing at the University of Southern Mississippi ("University") for the academic year. Resident must execute this housing contract via electronic signature through the student housing portal. If resident is under the age of eighteen (18), resident's parent or legal guardian must also execute the contract. This housing contract is legally binding and effective when fully executed by resident and resident parent or legal guardian, if required. The contract constitutes resident's agreement to reside in student housing during the fall and spring semesters of an academic year. This contract may only be canceled, terminated or modified as stated below.

This contract is not a lease and is not subject to Mississippi landlord-tenant laws. It is a license to occupy institutional housing as part of the academic community that the university has created as an integral aspect of the academic experience. A license is a revocable contract, and as such, the university retains the right to revoke the right to occupy university residences. This contract does not grant possession of a particular room or residence or type of housing (further references in this contract to "room" shall mean a room, apartment, and/or suite). Individual students have no entitlement to live in a specific residence. You may be temporarily or permanently relocated to other housing or denied the privilege to live in any university housing at any time in accordance with university policies.

**2. Eligibility**

Resident must be at least sixteen (16) years old, on or before the first day of occupancy, to reside in student housing. Acceptance of this contract by the University does not constitute a commitment of admission or continuing enrollment at the University. Resident must earn admission to the University and must remain admitted, enrolled, and registered for classes during the entire length of the housing contract. Balance must be paid in accordance to University requirement. A resident does not become ineligible for student housing, nor is the housing contract otherwise void or terminated, if during the term of the contract resident switches from full-time to part-time enrollment or enrolls in online courses.

**3. Contract Term**

The duration of the housing contract is for the entire academic year (both fall and spring semesters), or if entered into after the beginning of the academic year, for the remainder of the academic year (both semesters). This housing contract does not provide for student housing during break housing between semesters. Housing and Residence Life may offer break housing to residents at an additional cost.

**4. Housing Processing Fee**

New resident contracts submitted during the priority application window (October 1 to March 1) require a \$75.00 non-refundable housing processing fee. This fee shall be paid to the University when a new contract is submitted. New applications submitted after the priority application window (October 1 to March 1) require a non-refundable housing processing fee of \$150.00. There is no fee for current residents to re-apply for the following academic year.

**5. Housing Policy**

All residents are responsible for knowing and abiding by the rules and regulations contained within the housing contract and the Housing and Residence Life Handbook. Strict compliance with these rules and regulations are a continuing condition of occupancy by the resident. By residing on campus, the resident agrees to the following: utilization of University email address (activated through iTech), issued on-campus post-office box, and the required meal plan by Eagle Dining. Further, as a condition of residence hall occupancy, the resident agrees to abide by and comply with all institutional policies and regulations, including but not limited to the Code of Student Conduct, as revised from time to time.

**6. 1<sup>st</sup> Year Residency Requirement**

All new first-time full-time freshmen students are required to live on campus their first year at the University of Southern Mississippi. Students may apply for an exemption from the residency requirement by completing the exemption form available on their student housing portal. Documentation is required for exemption approval. For more information, please visit the FAQ section under the 1<sup>st</sup> Year Residency Requirement page in the student housing portal. Due to 1<sup>st</sup> year residency, incoming freshman students (just graduating high school) will be given priority in the housing assignment process if space becomes limited, particularly, over the summer months preceding an August start.

**7. Occupancy**

This housing contract is for space within the University owned residence hall system and Greek houses. The housing contract is not for a specific building or room and may not be transferred or assigned to another person. The space may not be sublet, leased, or rented to anyone else for any period of time. The resident agrees not to allow any persons other than the assigned roommate to live in assigned space. Violation of this restriction will be considered serious and may result in fines, eviction from the residence halls or Greek house, or other disciplinary action as sanctioned by the University.

If any resident or their guest occupies a room or residence without authorization, the student will be charged an administrative fee for unauthorized occupancy for each day or portion thereof until the space is completely vacated. This includes unauthorized occupancy any time before or after contract dates, termination of occupancy dates, or after eligibility for housing has ceased.

In order to take occupancy of a space the student must be enrolled in the current term for a minimum of 6 hours (ex. Move in for Fall, must be enrolled in Fall).

## 8. Rental Rates

Since it is not possible at the time of contracting to determine projected utility or housing fee increases, the University reserves the right, subject to approval by the Board of Trustees of Institutions of Higher Learning, to raise, lower, or modify fees without notice. Rental rates will be billed per semester (fall and spring). Approved rates will be available at <https://www.usm.edu/housing-residence-life/apply/housing-rates.php>.

## 9. Assignment Process

All residents must be admitted to the University for assignment eligibility and enroll and maintain at least six (6) credit hours.

**New residents:** will complete the online housing application, contract and submit payment for the non-refundable housing processing fee. New residents that apply before the end of the priority window will then be given a designated time slot to participate in the online room selection process. Any new resident who does not participate in the online room selection process will be assigned based on housing application completion date and space availability after all selection windows have closed.

**Current residents:** will participate in the online room selection process during their designated time slot. A current University or transfer student understands that student housing is not guaranteed but may be offered on a first-come, first-served basis. Resident acknowledges and agrees that housing assignments for student who have fulfilled the first-year residency requirement, or sophomore and upper-level students is not guaranteed. If Resident is not a new, incoming first-year student, Resident may be reassigned to accommodate new, incoming first-year student housing assignments. Current residents must renew their housing contract by the end of the priority window to qualify for the online room selection process. Any current resident that does not participate in online room selection process will be assigned based on housing application completion date and space availability after all selection windows have closed. Any current resident or transfer student who does not complete an application by the priority window understands that they will be placed on a waitlist for housing. (See waitlist, Section 11.)

## 10. Right of University to Relocate Students

The University reserves the right to relocate students from one space to another when it is determined, in its sole and absolute discretion, that the move is in the University's best interest, including but not limited to renovation, maintenance, construction, roommate conflicts, campus emergency and disciplinary sanctions. Students who are assigned to ADA Accessible spaces may be relocated at any time if an accommodation need occurs. Students who are relocated by the University must complete the move within 48 hours of notification.

## 11. Waitlist

Waitlist housing is processed by application completion date, eligibility for housing, and space availability. There is no guarantee that students on the waitlist will receive a housing assignment prior to the start of a semester.

## 12. Temporary or Overflow Accommodations

The University reserves the right to make assignments to temporary or overflow housing to accommodate requests for housing. The policies and procedures contained within this document are also applicable to overflow housing assignments, which may be made on a temporary basis at the beginning of each semester.

## 13. Empty Bed Space

Residents may be assigned a roommate, depending on the resident's specific housing assignment. If a roommate's housing contract is canceled or terminated, remaining resident must keep assigned room or apartment in a neat and orderly condition, so that it remains readily available for a replacement roommate. As space and time allows, a resident may be given an opportunity to identify a new roommate or request a room change through their residence hall staff. If resident takes no action, or demand dictates, Housing and Residence Life will designate the vacant bed space as available for selection by another student. Resident may not refuse or reject an assigned roommate and shall not engage in any conduct intended to deter a prospective new roommate from accepting the housing assignment. Residents who refuse to accept a roommate, or who impede the university's effort to make an assignment into a vacant space, will be subject to disciplinary action. Outcomes may include, but are not limited to, requiring responsibility for payment of both bed spaces or removal from the room and/or housing. Resident may also request a private room for the rest of the academic semester if resident's roommate discontinues their housing contract or assignment. Housing and Residence Life, in its sole discretion, may grant or deny resident's request due to space availability. Resident will incur increased housing fees for a private room and all such fees will be charged to resident's student account if request is approved.

## 14. Cancellation by Student

- a. A student has 5 calendar days from the date of the emailed assignment to cancel with no penalty regardless of when the assignment was made.
- b. **Cancellation Prior to the Start of a Fall Semester** The housing contract can be canceled by submitting the cancellation form within the student housing portal by June 1 without financial penalties. If canceled after June 1 thru June 30, the student will be assessed the cancellation fee of \$500.00. If canceled July 1 thru July 31, the student will be assessed the cancellation fee of \$750. Housing contracts canceled after August 1 will have a financial penalty of the full contract value. See section 16 for appeals process.
- c. **Cancellation Prior to the Start of Spring Semester (Spring Applicants Only)**

Students who apply for spring term only, may cancel the housing contract by December 1 to avoid the cancellation fee. If canceled after December 1, the student will be assessed the cancellation fee of \$500.00. Spring only housing contracts canceled after January 1 will have a financial penalty of the full contract value. See section 16 for appeals process.

d. Cancellation After the Start of the Semester (Fall or Spring)

When a student needs to cancel the housing contract after August 1 or January 1 (spring only contracts), the student must submit a housing cancellation form. If they are a 1<sup>st</sup> year student, still enrolled, and still under the 1<sup>st</sup> year residency requirement, they must submit documentation with cancellation form that requests an exemption and supporting documentation for the exemption. If they wish to appeal financial penalties, the student needs to submit the housing appeal application accompanied by supporting documentation (see section 16 about Appeals). If canceling between August 2 and August 15, the cancellation fee will be the full fall housing charge. If canceling after August 15, the cancellation fee will be the full fall and spring housing charge. If canceling the spring only portion of the contract after January 15, the cancellation fee will be the full spring housing charge.

e. Cancellation of Spring due to December Graduation

When a student needs to cancel the spring portion of the housing contract due to graduation, a student needs to submit a housing cancellation form by December 1.

**15. Cancellation by University**

a. Violation of Policy or Terms

The University reserves the right to refuse admission or readmission to University housing or to cancel the housing contract during the academic year due to student's failure to meet University policies or regulations, and all policies within the Housing and Residence Life Departmental Handbook, in the event of felony conviction by civil authorities or for posing a threat to the health, safety and welfare of University community.

b. Sex Offender

The University has determined that convicted criminal sex offenders, regardless of whether they are required by state or federal law to register, pose a significant, clear and present danger to residents. Therefore, convicted sex offenders are not permitted to live in University housing. Cancellation of the housing contract for the above reasons may result in the removal of the resident within one to three (1-3) days' notice, except where the University determines that the continued residency of the student would pose a danger to either the health or welfare of the residential community. In this case, the student may be removed immediately. In either event, there shall be no refund of prepaid rent, and resident shall remain liable for any charges assessed to their student account.

c. Disciplinary Removal

If a resident is prohibited from residing on campus due to a disciplinary removal, the resident will be required to vacate the assigned room or apartment within 48 hours of notification of the disciplinary sanction. Resident is ineligible for a refund or credit of housing fees due to the disciplinary removal and shall remain liable for any charges assessed to their student account.

d. Destruction or Unavailability of Space

In the event the accommodations assigned to a student are destroyed or otherwise made unavailable and the University does not furnish accommodations, the housing 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.

**16. Housing Contract Appeals**

The Department of Housing and Residence Life offers a housing contract appeal process by which a student may request to be released from the academic year housing contract due to unforeseeable personal circumstances such as a severe medical condition or extreme financial hardship. The housing appeal application must be submitted prior to or during the semester for which the housing contract is canceled. Supporting documentation must be provided. Appeals can be submitted throughout the year and will be reviewed on an ongoing basis. The student will be notified in writing of the committee's decision. The committee's decision will be final and not subject to further review. Appeals will be granted at the discretion of the committee.

**17. Withdrawal from the University**

A housing contract that has been signed and executed by a student will be cancelled for those full and partial academic semesters during the contract period that the student withdraws from the University. Official withdrawal from the University is when the student has registered and paid fees but decides to cancel registration and formally withdraw. The student must vacate the residence hall or Greek house within 48 hours of official withdrawal from the University. A nightly prorate will be charged to students with reserved/occupied rooms, either by being physically present or by leaving belongings in the space, who withdraw or fail to enroll. If student re-enrolls in the University during the period covered by the original housing contract, the student will be bound to the remainder of the contract.

**18. Academic Program Exemption**

A housing contract which has been signed and submitted by a student will be suspended for those full academic semesters to live elsewhere in order to complete their academic program (student teaching, study abroad, internship, co-op, etc.). The student must complete the cancellation form within the student housing portal prior to the last day of class of the prior semester in which the student must complete the academic program requirement. Student must include official academic program documentation. The

University cannot guarantee reassignment to a specific residence hall room for a student returning to University housing from such programs.

#### **19. Proration**

If a resident chooses to cancel their housing contract during the academic term and has officially withdrawn from classes, the resident's account will be prorated from the day the resident officially checks out of residence hall through the end of the term per Section 17 Withdrawal from the University.

There are no other instances where a proration of charges is automatic. This includes a student who fails to enroll. Students who wish to have charges reduced must complete the appeals process. All appeals committee decisions are final. (See section 16. Housing Contract Appeals)

In all cases, the resident must complete the online cancellation form.

#### **20. Responsibility of Room and Room Condition**

The resident is responsible for the accommodations assigned and shall reimburse the University for damages within or to said accommodations. Resident must complete a Room Condition Report (RCR) within three (3) days after official check-in to assigned space. Resident's failure to complete the RCR shall be deemed an acknowledgement that resident's room, including all furniture, fixtures, and appliances, are in good and workable condition, free from defect or damage. Charges for damages and/or necessary cleaning will be assessed to the resident(s) by the University and must be paid promptly.

#### **21. Keys and Access Cards**

Resident agrees not to loan/duplicate keys and/or access cards. Lost or stolen keys and/or access cards must be reported immediately. Resident may incur financial penalty for lost or duplicated keys and/or access cards. Keys must be returned when occupancy ends and access to space will be terminated.

#### **22. Right to Entry of Space**

In addition to all rights of entry University has by law and under other provisions of this contract, University or its agents may enter the housing contract space at any time for any of the following reasons:

- a. In case of emergency;
- b. To inspect the condition of the premises;
- c. To inspect for fire and health hazards and for health and safety violations;
- d. To make repairs, installations, additions or alterations to the rooms or to the building or to paint same;
- e. To perform housekeeping and pest control functions;
- f. To remove personal property, equipment, placards, signs, fixtures, alterations or additions to the premises that are in violation of the provisions of this or any other applicable agreement, regulation or policy;
- g. To verify room occupancy; and
- h. To search by authorized University personnel when there is cause to believe that a violation of this contract or University policy or regulations is being or has been committed. Authorized University personnel include, but are not limited to, staff of: Housing and Residence Life; Student Affairs; Dean of Students; and, University Police. This provision is not intended to limit the right of University Police to enter any student's room in the performance of statutory duties and in accordance with legally defined procedures governing search and seizure when there is probable cause to believe that a violation of state or federal law is being or has been committed.

The University may, in its sole discretion, allow resident an opportunity to correct a violation that is not criminal in nature and does not present an immediate threat to the health and safety of residents and staff. If so, the resident will be granted a reasonable time to correct the violation. If it is not timely corrected, the resident will be subject to the housing student conduct process. Violations may result in judicial action and/or termination of the housing contract.

#### **23. No Liability for Resident Property**

The University is not liable and assumes no responsibility for any loss or damage to resident's personal belongings or property, whether arising from theft, fire, smoke, inclement weather, water damage, or any other hazard or casualty. Likewise, the University is not liable and assumes no responsibility for any loss or damage to personal belongings or property during such times when the resident is moving into campus housing or checking out of campus housing. Resident is advised to obtain and maintain the appropriate insurance at resident's expense to cover such losses.

#### **24. State of Emergency or Communicable Disease; Force Majeure**

Resident acknowledges and agrees that the University may take specific measures to protect the health of its University community and the surrounding community in response to a state of emergency, COVID-19 or another communicable disease, or other reasons deemed to be in the best interests of the University. Resident acknowledges and understands that these measures may include but are not limited to termination of housing contracts, changing resident's housing assignment, closing of residence halls or Greek houses. Refunds may not be granted for temporary suspension of housing services that result from an emergency, pandemic, epidemic, act of God, force majeure, or other exigency. For purposes of this contract, the term "force majeure" shall mean fire, earthquake, flood, act of God, strikes, work stoppages or other labor disturbances, riots or civil commotions, litigation, war or other act of any foreign nation, plague, epidemic, pandemic, power of government or governmental agency or authority, or any other cause which is beyond the control or authority of the University

#### **25. Official Check Out**

Resident must comply with all check out procedures which consists of signing appropriate check out paperwork, removing personal belongings, cleaning the room/space, defrosting refrigerator, and returning keys (if applicable). Resident will be expected to

schedule a check out inspection with residence hall staff or complete the express check out process. Failure to properly check out may result in improper check out fees. If choosing to do an express check out, student waives right to appeal damages. If personal belongings remain in the residence hall space after check out, a professional staff member will collect all items and contact student via USM-issued email to retrieve items. A storage fee will be charged to the student account. Items are only kept on hand for 30 days.

**26. Notices**

Housing and Residence Life will email all housing-related notices and updates to resident USM-issued email address. These notices will include important and time-sensitive information, including information about dates, deadlines, upcoming events, required action by resident, housing processes, and fees. Resident is expected to timely check USM-issued email and will not be excused from any deadlines or requirements due to failure to read housing notices.

University reserves the right to make changes to this contract and supporting policies from time to time without prior notice. The contract in the form as it exists online is the governing document and contains the then-currently applicable policies and information.

If there is a conflict between the terms and conditions of this contract and any other applicable lease, agreement, policy or regulation, then the terms will be interpreted to give effect to all applicable provisions to the fullest extent possible. If the conflict cannot be so reconciled, the conflict will be resolved favorably to the University.

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Student Name                      Student Signature                      Date                      Student ID#

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Parent/Guardian Name (if under 18)                      Parent/Guardian Signature (if under 18)                      Date