



Residence Life Application/Contract '08-'09

This application/contract is an agreement between Truman State University and the individual student for the period indicated and becomes a legal contract upon acceptance by the University. This agreement entitles the student to the use of the University's accommodations as long as the student remains in compliance with the Terms and Conditions of Residence specified in the application/contract and as described in the Residence Life Handbook and the standards of the Truman State University Code of Conduct, and does not behave in such a way as to jeopardize the maintenance of a safe, collegial living environment conducive to the educational mission of the University. Students and their parents, or guardians, are urged to read this application/contract carefully. If the student is under the age of 18, a parent or guardian must sign the application/contract along with the student. The University agrees to provide accommodations under the conditions of this agreement and as described in the Residence Life Handbook. By signing this application/contract, the student is acknowledging that they are entering into a legally binding application/contract for the period specified. Breach of the application/contract will result in the penalties described in the Terms and Conditions of Residence. The student also agrees to pay all associated charges for the room type that are added to his/her student account. The Housing Contract may not be altered or changed to amend the terms and conditions of the agreement.

Name (please print)	
ID#	
Signature	Date
Signature of Parent/Guardian if under 18	Date

Phone Service

I would like to add phone service to my room. I agree to the \$100 annual fee which will be assessed to my student account. I also understand that this must be cancelled prior to August 1 in order to receive a refund.

Meal Plan Options

(For Residence Hall and Fair Apartment Residents Only)

All four options cost the same and are included in the housing fees for all the Residence Halls and Fair Apartments. Meal plans are not offered with Campbell or Randolph Apartments, but may be purchased through the cashier's office at off campus rates.

Once you choose a meal plan option, you cannot change your plan option until the next semester. Please check one of the four (4) meal plan options.

- 210 Block Meals with \$50 Flexible Dining Dollars
- 165 Block Meals with \$100 Flexible Dining Dollars
- 140 Block Meals with \$150 Flexible Dining Dollars
- 20 Meals a Week (Dining Halls Only/No Transferability/No Dining Dollars/No Sharing Meals)

One block meal will gain access to one person in any cafeteria-style dining facility. If a student brings a friend to eat on their meal plan, the student can use an equivalent number of block meals to pay for their entrance. One meal block can be transferred at an equivalent rate of \$3.25 per meal, and be used to pay for food items in any Sodexo dining concept, convenience store or Mainstreet Market during regular transfer hours. Dining Dollars will be added to your ID, and can be used the same as cash in any Sodexo dining concept, convenience store or Mainstreet Market during regular transfer hours. Dining Dollars are attached to your meal plan, are non-refundable, and do not carry over to the next semester.

FOR OFFICE USE ONLY:

Room Assignment _____ Date _____ Office Staff Initials _____

Terms & Conditions of Residence

A residence hall or apartment contract is binding for the entire academic year, spring semester or summer session designated on the application-contract, which is signed on an individual basis by each student and becomes a contract upon acceptance by the University. Rooms may be occupied and meals will be served during the periods stated in the University Residence Hall calendar for the applicable semester or session. The room and board fees do not cover periods of time when the halls are closed for vacation, and residents may not live in the halls during such times.

Use of Assigned Room. The room assigned to a student is to be occupied by him or her, and a student may not sublet the assigned room. Rooms are for student residence purposes only, and a student may not use his or her assigned room for any commercial purposes whatsoever. Students may not allow another person to live with them who is not assigned to that room by the University. Students allowing an unassigned person to live with them will result in disciplinary action and possibly additional housing charges.

Student On-Campus Residency Requirement. All first-time freshmen are required to live in campus housing. Exemptions include students over 21 years of age, married students or students commuting and living with a parent or legal guardian. Any student violating this policy is subject to housing charges applied to their account, and possible suspension from the University. Exemptions forms must be notarized and are legal documents.

Acceptance of Application. The University reserves the right to reject an application for accommodations in the University residence halls/apartments. If the University accepts an application, the student will pay all charges for the accommodations assigned at the rate and times established by the University.

Assignments. The University shall have the right and privilege to (a) change a student's room (or roommate) assignment; (b) require a student to move to a different room; and (c) place additional students in a student's assigned room. The inability of the University to grant a student's assignment preference shall not void his or her application/contract. If a student fails to occupy his or her assigned room on or before the second day of classes of the applicable period without notifying the Residence Life Office in writing of a delayed arrival, the tardy student's room may be assigned to another student. However, a student's delayed arrival shall not relieve the student from accepting other available accommodations, which may be assigned to him or her by the University. Students who sign a housing application/contract and fail to notify

Residence Life that they will not be living on campus will subject to all contract breakage penalties, the loss of their housing deposit, and prorated room and board charges. The student may not alter or amend the application-contract.

Application of Deposit. A student shall pay the housing deposit at the time of his or her application for housing. The University will retain it until the end of the application/contract period. If the student has properly performed his or her duties under the contract, including proper checkout, and if the student does not have any delinquent debts to the University at the end of the contract period, a portion will be refunded to the student shortly thereafter. The remainder of the deposit will be retained as a processing fee in all cases. If a student is responsible for any unpaid damages or is delinquent on any debts to the University, the appropriate portion of the deposit will be applied toward the payment of such damages or debts, and the balance of the net deposit will be refunded. In the event a student is responsible for damages or delinquent debts in excess of the deposit, the entire amount will be applied toward the payment of such damages or debts, and the student shall be liable for the remaining balance of the damages or debts.

Refund of Deposit. The refundable portion of the deposit will be returned to a student upon satisfactory completion of his or her contract without any delinquent indebtedness to the University. The refundable portion of the deposit also will be returned to a student upon the following conditions: (a) If the University does not accept the student's application for housing or (b) If the student is denied admission to the University for the applicable period. The refundable portion of the deposit will be refunded to a student who has not previously attended the University if the student notifies the University in writing prior to May 1 that he or she will not be attending. In all other cases, the University reserves the right to retain the refundable portion of the deposit as a liquidated damages for breach of contract.

Checkout and Vacation of Room. Upon termination of his or her contract, a student is required to complete a prescribed checkout procedure for his or her room in the presence of a staff member by following the procedures established by the Residence Life Office. Failure to check out properly will result in one or more of the following: retention of the refundable portion of the deposit as liquidated damages, an improper checkout fee, and/or a loss of key fee. In addition, the resident will be responsible for any additional damages. A student is required to vacate his or her assigned room by the times established by the Residence Life Office. Failure to vacate will result in additional charges.

Renewal of Contract. If a student requests the renewal of his or her contract for a subsequent period, and if the application for renewal is accepted by the University, then the refundable portion of the deposit for the current contract will be transferred to the student's credit for the renewal contract. If the deposit is reduced to less than the refundable portion of the deposit (due to damages, other debts to the University, etc.) the student shall pay the necessary amount to restore the deposit to the full balance. In addition to the refundable portion of the deposit, the University may require partial prepayment of room and board fees for the new contract. If the student signs a new contract and then decides not to live in the residence halls or apartments for the new contract period, the University shall have the right to retain the refundable portion of the deposit, the required prepayment amount, and impose a penalty as damages for break of contract and possible prorated room and board charges.

Room and Board Fees. Room and board fees are due on or before the dates stated in the residence hall/apartment payment schedule for the applicable period. If the designated amounts are not paid on or before the due dates, the University may assess an additional fee for each late payment. In addition, the University may 1) suspend board privileges during such periods of delinquency or 2) terminate the contract.

Inspection. The University reserves the right to enter the assigned room for the purpose of inspection, safety concerns, and maintenance or repair. The University further reserves the right to enter the assigned room and to inspect the possessions of the occupants if reasonable cause exists to believe that the student has violated University rules and regulations. The University reserves the right to remove or move personal belongings as part of this process.

Fire, Theft or Other Damage. The University shall not be responsible for the loss of, or damage to, any personal property of a student from any cause whatsoever. In the event the room assigned to a student is destroyed or rendered wholly uninhabitable by the University and the University does not elect to furnish other accommodations, the contract shall be terminated as of the date of destruction. In the event of such termination, any prepaid room and board fees shall be reduced proportionately. The University recommends that students take out homeowners or apartment insurance to protect their belongings.

Housekeeping Services. The University shall provide housekeeping service in the hallways and other common areas of the residence halls. Each student shall provide housekeeping services in his or her assigned room.

Damages. A student is liable for the cost of any repairs made necessary by the fault or negligence of the student or by his or her invited guests. The responsible resident shall pay the amount of damages to University property.

Rules and Regulations. A student shall comply with all rules and regulations for University residence halls and apartments, including but not limited to the rules and regulations contained in the University *Residence Life Handbook*, copies of which are available in the Residence Life Office. Violators of such rules and regulations are subject to disciplinary action and/or termination of contract by the University.

Nine-month academic contracts. Residents must fulfill the nine-month academic contract. Exceptions include marriage, transfers, graduation, and withdrawals from the University. A loss of the refundable deposit and a \$60 termination of contract fee will be assessed to those transferring schools, withdrawing from the University or leaving campus due to marriage. Residents graduating or participating in University-sponsored internship will not be charged a termination fee. Any termination of contract, other than ones previously stated will lose their housing deposit, be charged prorated housing fees up to date of check out, and termination fee of \$700.

Termination of Contract by the University. The University reserves the right to terminate the residence hall or apartment contracts of a student due to violations of University rules and regulations or violations of Federal, State or local laws. The University will attempt to give advance notice of such termination, but such advance notice shall not be required. In the event the University terminates a student's contract due to the student's violation of University rules and regulations, the University shall have the right to assess a fee of \$700 and forfeit their housing deposit for the student's breach of contract.

Other Debts to the University. If a student permits any debts to the University to become delinquent, the delinquency may result in the placement of a "hold order" on the student's records. In addition, the University also may suspend the student's board privileges or terminate the student's housing contract.

Imposition of Fines and Charges. Fines may be assessed to a student(s) for violation of University or Residence Life Policies and/or the Student Conduct Code. Charges for damage to residence halls, rooms, and any other university property will be assessed to the resident's student account. The signature on the housing contract indicates agreement to pay any fines or charges assessed.

Reservation of Rights. The University reserves the right to make changes in the room and board fees and the University Residence Hall Calendar at any time. The University further reserves the right to make changes in the rules and regulations for University residence halls and colleges at any time. The University will attempt to give prior notices in the case of changes, but it shall not be required to do so.

MicroFridge Contract

Residence Life ❖ Truman State University

If your roommate also wants a MicroFridge, the rental charge can be split between you and your roommate. Residence Life will only accept one application contract to whose account the full amount of \$150.00 will be charged. Roommates sharing a unit must choose who the MicroFridge will be contracted to, and that selected individual will be assessed the \$150 MicroFridge rental fee.

1. To keep and maintain the Microfridge multipliance in good working condition. The unit may not be disassembled or altered in any way. If the Microfridge multipliance should fail to operate normally (except for those damages which are caused by misuse, negligence, carelessness or irresponsible use by the Lessee) the University will, at its own expense, replace or repair any unit. Lessee is responsible for contacting the Hall Director should the equipment malfunction. The University is not in any way liable for the loss or damage of food items placed in the Microfridge unit.

2. To accept full responsibility for the Microfridge multipliance at the time of delivery to the residence hall room. Should the lessee withdraw from school or leave the residence halls, responsibility for the Microfridge multipliance may be transferred to another student in the below named residence hall room by completing the appropriate transfer forms as part of the residence hall check-out process. Any adjustment in rate will be between individuals as the University will not grant adjustments.

3. No adjustments/refunds of the Microfridge rental charge will be granted by the University due to room changes. Any adjustments in the rental charge shall be mutually agreed between roommates.

4. To reimburse Truman State University for any and all loss or damage to said property from any cause whatsoever. Replacement cost for the Microfridge multipliance shall be \$520.00.

5. To thoroughly clean, defrost, dry and make ready for storage at the end of the lease period. (There is a \$25.00 charge for improper cleaning). The Microfridge multipliance must have all of the parts as received. A student is liable for the cost of any repairs made necessary by the fault or negligence of the student or by his or her invited guests. The responsible party shall pay the amount of damages to University property.

6. You may cancel your reservation and receive a full refund by notifying Residence Life in writing by August 1 for fall semester.

*I hereby agree to the terms and conditions of
MICROFRIDGE rental as stated above.*

Signature

Date