



## 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, students who are parents to a child(ren) living with them, or students living with a parent or legal guardian and wishing to commute within a 60 mile radius of Kirksville, MO. 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.

**Application Fee.** A student shall pay a non-refundable housing application fee at the time of his or her application for housing. The application fee will be retained as a processing fee in all cases.

**Refund or Forfeiture of Deposit.** A student shall pay a refundable housing deposit at the time of his or her application for housing. The University will retain the refundable housing deposit until the end of the application/contract period. The deposit will be returned to a student upon the following conditions: (a) The University does not accept the student's application for housing; (b) 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; (c) The student has properly performed his or her duties under the contract, including proper checkout; or, (d) The student does not have any delinquent debts to the University at the end of the contract period. The deposit will not be returned to the student upon the following conditions: (a) The student is responsible for any unpaid damages; (b) The student is in breach of contract and cancels before the end of the contract term; or, (c) The student is delinquent on any debts to the University. In these cases, 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 that the student's damages or delinquent debts are 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. The signature on the housing contract indicates agreement to pay any fines or charges assessed. In all other cases, the University reserves the right to retain the refundable portion of the deposit as liquidated damages for breach of contract.

**Acceptance of Application.** The University reserves the right to reject an application to live in the University residence halls/apartments. If the University accepts an application, the student will pay all charges for room and board 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 written notification of a delayed arrival to the Residence Life Office, 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 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 are subject to all contract breakage penalties, the loss of their housing deposit, and prorated room and board charges.

**Nine-Month Academic Contracts.** Residents must fulfill the nine-month academic contract. Exceptions include who leave due to transfers, graduation, marriage, parentage, or 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 or study abroad 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 contract termination penalty of \$700. The student may not alter or amend the application-contract.

**Termination Contract by the Student.** If a student chooses to terminate their housing contract, they must communicate that intention to the Office of Residence Life in writing. All other housing policies, procedures, and fees apply to the cancellation of a housing contract by the student.

**Termination of Contract by the University.** The University reserves the right to terminate the residence hall or apartment contract 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 contract termination penalty of \$700 and forfeit their housing deposit for the student's breach of contract.

**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. 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, and impose a \$700 contract termination penalty. In addition, prorated room and board charges may be assessed through the date of notification or the date the student left campus housing, whichever is later.

**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.

**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*, which is available on the Residence Life website: <http://reslife.truman.edu>. Violators of such rules and regulations are subject to disciplinary action and/or termination of contract by the University.

**Inspection.** The University reserves the right to enter student rooms for the purpose of inspection, safety concerns, maintenance, or repair. The University 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, to investigate and/or address a potential safety issue, or address a community disturbance. The University reserves the right to move or remove personal belongings as part of this process.

**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.

**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 safety policy violations, lost or unreturned keys, damage to residence halls, rooms, and any other university property will be assessed to the resident's student account.

**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. The University also may suspend the student's board privileges or terminate the student's housing contract.

**Damage , Fire, or Theft.** 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. The University shall not be responsible for the loss of, or damage to, any personal property of a student from any cause whatsoever. The University recommends that students take out homeowners or apartment insurance to protect their belongings. 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.

**Checkout and Vacation of Room.** Upon termination of his or her contract, a student is required to complete a prescribed checkout procedure and times 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: 1) Loss of the housing deposit; 2) Room damage fees as determined by the University; 3) A \$50 improper checkout fee; 4) A non-returned key/recore fee of up to \$300, depending on the type of key issued to the student; and/or 5) Additional room and board fees for student's failure to vacate a room by the established check-out time.

**Reservation of Rights.** The University reserves the right to make changes in the room and board fees and the University calendar at any time. The University further reserves the right to make changes in the rules and regulations for University residence halls and calendar 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.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**For Office use only:** 09-10 Assignment -- Apt/Hall: \_\_\_\_\_ Date received: \_\_\_\_\_