

2010-2011 Housing and Dining Contract



STUDENT INFORMATION – Please print clearly

Name _____
Last First Middle Initial

Dragon ID _____ E-mail Address _____

Permanent Address _____
Street Address City State Zip

Home Phone Number _____ Cell Phone Number _____

Date of Birth _____ Male Female Semester you plan to begin Fall Spring

Class Entering PSEO New Freshman Returning Freshman Sophomore Junior Senior

RESIDENCE HALL PREFERENCES

Please note that you are only choosing preferences; we cannot guarantee your choices. Assignments are determined by your priority date, which is the date we receive your completed Housing & Dining contract, along with your full \$250 prepayment.

Please send the \$250 prepayment and this form to: MSUM Housing Office; 1104 Seventh Avenue South; Moorhead, MN 56563

ROOM TYPE PREFERENCE:

- Double Single* Double as Single*
(*These options are extremely limited)

Please rank your top 3 hall preferences:

SINGLE GENDER OPTIONS:

____ Ballard (All Male Hall) ____ Dahl (All Female Hall)

CO-ED OPTIONS:

____ Grantham ____ Nelson
____ Snarr East ____ Snarr South ____ Snarr West

Roommate requests must be mutual and are **not** guaranteed. Students wishing to room together should apply no later than May 1, 2010 or at the same time. The roommate **must** request the same Residence Hall preferences you have made.

Name & Dragon ID of requested roommate

Do you have any medical/personal needs that require special housing arrangements? Yes No

If yes, please attach medical documentation.

While our campus is entirely tobacco and smoke-free, the next questions are needed for us to make room assignments.

Do you smoke? Yes No

Do you object to a roommate who smokes? Yes No

REQUIRED MEAL PLAN OPTIONS

REQUIRED MEAL PLAN OPTIONS: All weekly or block meal plans include \$100 Dragon Dollars.

- 21 meals/wk 14 meals/wk 10 meals/wk 250 Block 120 Block Dragon Plan* (\$300 Dragon Dollars)
*New Freshman are not eligible for the Dragon Plan.

LIVING LEARNING COMMUNITY – Freshman Only

Living Learning Communities (LLC) are designed to assist students in setting academic goals, developing positive study skills and accessing leadership opportunities outside of the classroom. Please note that if you check one of these boxes, you will be placed in this community as space permits. If space is not available or if you not eligible, you will be assigned a room based on your residence hall preferences listed above.

I would like to live in the (please check only one LLC):

Biosciences (Biology, Chemistry, Biochemistry & Biotechnology majors)
Resides in Snarr East

STEM (Computer Sciences, Pre-Engineering and Math majors)
Resides in Snarr East

Film/Theatre (Film or Theatre majors)
Resides in Snarr East

Gikendaaso (Native American students w/ a focus on Dragon Core)
Resides in Snarr West

Education (Elementary Education, Early Childhood Education and/or Special Education majors)
Resides in Snarr East

Art/Art Education (Art or Art Education majors)
Resides in Snarr East

Corrick Center (Must be admitted into the Corrick Center program)
Resides in Snarr South

Dragon Core Emerging Leadership (appropriate for any major)
Resides in Grantham Hall

Dragon Core Exploration (undeclared major)
Resides in Grantham Hall

Honors (Must be accepted into the University Honors Program)
Resides in Snarr West

I do not want to live in a learning community

I understand that I will be registered by the Academic Resource Office for the courses that are a part of the Living Learning Community that I have selected, and I will need to register for additional courses in order to be at a minimum of 12 credits. I also understand that by indicating that I would like to participate in the LLC, this will become my residence hall preference.

I UNDERSTAND THIS CONTRACT IS BINDING FOR THE ENTIRE ACADEMIC YEAR.

My signature acknowledges that I have read and understand the 2010-2011 Housing and Dining Contract, and I agree to the terms and conditions.

Signature of Student _____

Date _____

Parent's Signature _____

(required if student is under the age of 18)

- 1. PARTIES:**

The Contract is made between Minnesota State University Moorhead's Department of Housing and Residential Life and the student, referred to as the Resident, in consideration of the rents, covenants, and considerations which follow. do hereby agree with each other as follows.
- 2. ELIGIBILITY:**

Any person who is an **enrolled** student at Minnesota State University, Moorhead may enter into this Contract. Resident agrees to vacate the assigned room within 24 hours upon loss of status as an **enrolled** student during this Contract period. Exceptions to this policy must be approved by the Director of Housing and Residential Life or his/her designee.
- 3. 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 the Resident remains an MSUM student.
- 4. RESIDENT AGREES:**
 - a. Resident agrees to pay all specified fees, to observe all rules of Minnesota State University Moorhead, the Department of Housing and Residential Life, as defined in the MSUM Student Handbook and/or the Residence Handbook, and to abide by the terms of this Contract.
 - b. Resident agrees 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. Resident agrees not to modify the room without prior written approval from the Director of Housing and Residential Life or his/her designee.
 - d. Resident agrees that 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. Resident agrees to conduct himself/herself in a manner that allows the quiet enjoyment of the residence halls by other students.
- 5. PREPAYMENT:**
 - a. A prepayment of \$250 must be submitted along with Housing and Dining Contract. This prepayment is required to be paid before the University will make a room assignment.
 - b. This prepayment will be applied to the room charges your first semester of occupancy.
 - c. The prepayment is refundable only under the provisions of Section 8 of this Contract.
 - d. This prepayment is not covered in advance by financial aid or a state selected payment processor plan. It may not be waived and is refundable only per Section 8 of this Contract. Prepayment does not guarantee a specific room assignment.
- 6. RATES AND PAYMENTS:**
 - a. Payment of room and board may be paid any time 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 midterm or participate in the State selected payment processor plan.
 - b. Housing bill(s) are not mailed. You can view and pay your bill on line at www.mnstate.edu, click on eServices, login (ID & PIN required) and select Bills and Payment.
 - c. If necessary, the Resident may arrange a modified payment plan with the Director or designee, or a deferment 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 \$50 late charge for any late payment.
 - d. 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 the registration and official records, and/or eviction from the residence halls within 24 hours of our notification, and the Resident's account turned over to a collection agency per university practice.
 - e. In default of payment, Resident is liable for all legal costs and collection fees resulting from the University's attempts to obtain payment.
 - f. The rates for 2010-2011 will be determined by the MnSCU Board of Trustees in spring 2010 and published by the Department of Housing and Residential Life as soon as they are available. All rates are subject to change at any time due to decisions made by the Department of Housing and Residential Life, the MnSCU Board of Trustees or the State Legislature.
- 7. ROOM ASSIGNMENTS:**
 - a. 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.
 - b. This Contract, in total or in part, is neither transferable nor subject to sublet.
 - c. Room assignments are made according to Departmental procedures. No priority is established until the full \$250 prepayment has been received.
 - d. The University will attempt to accommodate individual needs; however, no specific assignment based on Resident's request is guaranteed. The University's inability to accommodate specific or extraordinary requests does not cancel this Contract.
 - e. The University reserves 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 the Resident, the Resident's roommate, or both will be reassigned.
 - f. The University assigns rooms and roommates on a non-discriminatory basis.
 - g. When a roommate leaves a room, the University may fill that vacancy without consulting the remaining occupant. Remaining occupant **may not** take sole possession of the room.
- 8. CONTRACT CANCELLATION:**
 - a. This Contract is binding for the entire academic year or that portion remaining at the time Resident begins occupancy, except as provided in this section and in Section 9.
 - b. Resident may cancel the Contract only before the first semester of occupancy. A \$50 contract cancellation fee will be assessed. Written notice of the cancellation must be provided to the Department of Housing and Residential Life according to the following schedule:
 - i. If first semester of occupancy is fall semester: \$200 prepayment will be refunded if cancellation is postmarked on or before July 1, 2010. If written notice is received/postmarked after July 1, 2010, your prepayment will be forfeited. No cancellations will be accepted after August 18, 2010.
 - ii. If first semester of occupancy is spring semester: \$200 prepayment will be refunded if cancellation is postmarked on or before December 10, 2010. If written notice is received/postmarked after December 10, 2010, your prepayment will be forfeited. No cancellations will be accepted after January 6, 2011.
 - c. All cancellations must be in writing to the Department of Housing and Residential Life. Notice of cancellation to the admissions, financial aid, business or registrar's office or to other University offices does not constitute notice of cancellation of this Contract to the Department of Housing and Residential Life.
- d. A completed application, contract and \$250 prepayment are required before you can be assigned or placed on a waiting list (when space is not immediately available). A written 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.
 - e. Written requests for Contract cancellations received after the dates cited above will not be granted except as outlined in Section 9 and Resident will be held financially responsible.
- 9. CONTRACT RELEASE:**
 - a. During the academic year, Residents can request release from the Contract starting on the first day the halls are open each semester. Such releases are subject to the approval of the Director of Housing and Residential Life or his/her designee. Such releases will be considered for the following reasons:
 - i. Non-admission, withdrawal/transfer, dismissal or graduation from the University
 - ii. Serious medical or health problem which impedes Resident's ability to fulfill the terms of the Residence Hall Contract
 - iii. Marriage during the Contract term
 - iv. Approved academic commitments that are outside the Fargo/Moorhead area (e.g. Eurospring, Study Abroad and practicum/internship)
 - b. Written documentation for all of these releases is required by the Director of Housing and Residential Life or his/her designee.
 - c. Release for the above reasons will include the following costs:
 - i. A prorated weekly charge for the period of time that a room was assigned and available to Resident
 - ii. A charge for food service assigned and available to Resident
 - iii. A \$50 administrative charge
 - d. If Resident is reinstated or re-enrolled after release for non-admission, withdrawal or dismissal during the term of this Contract, Resident agrees to fulfill the balance of the Contract.
 - e. The University can terminate the Contract for disciplinary cause. The Resident will be responsible for prorated room charges as outlined in Section 9C, above.
- 10. FOOD SERVICE:**
 - a. All residence hall assignments must include a meal plan chosen from the options provided each year.
 - b. Food service will be provided every day of the week except during semester and/or other breaks in the University academic calendar.
 - c. The University reserves 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.
 - d. No credit or refund is given for meals missed.
 - e. Meal plan rates include 100 Dragon Dollars, with the exception of the Dragon Plan. Dragon Dollars carry over from fall to spring semester; any unused amount remaining at the end of spring semester is forfeited.
 - f. Meal contracts are non-transferable.
 - g. The Resident may request a different meal plan during the semester in accordance with the meal plan guidelines.
- 11. CHECK-IN AND CHECK-OUT:**
 - a. The Resident, upon signing and submitting this Contract, shall be held financially liable for its terms.
 - b. The Resident is responsible for completing, and returning to the residence hall desk, a room inventory within the first week of the Resident's occupancy. At check-out, damages located in the Resident's assigned room and not noted on the Resident room inventory may be billed to the Resident.
 - c. **The Resident must vacate the Resident room within 24 hours after Contract termination, loss of student status, the Resident final examination, or by the established hall closing time for each semester, whichever comes first. At the end of spring semester, unless the Resident is part of Commencement or moving to summer housing, The Resident must vacate the room/hall by 7:00 p.m. on the last day of finals.**
 - d. Resident agrees to occupy his/her room no later than the first day of classes for each semester of this Contract unless prior written notification has been received by the Department of Housing and Residential Life. The registration status of Resident failing to claim his/her assigned room by the third day of classes will be checked. Resident who is not registered will lose the assigned space and forfeit the prepayment. Resident who is enrolled for classes will be financially obligated for the full portion of this Contract.
 - e. The Resident is responsible for completing the withdrawal procedures required for check out. The Resident is considered to be occupying the premises for as long as the Resident retains the room and hall front door keys, or the Resident's possessions remain in the room.
- 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 has reason to believe a violation of law or conduct is being committed.
- 13. YOUR LIABILITY:**

The Resident is responsible for his/her conduct and that of any guests/visitors; responsibility includes financial liability for damages.
- 14. UNIVERSITY NON-LIABILITY:**

The University is not responsible for damage or theft of the Resident personal property, including money. We encourage the Resident to carry appropriate personal property insurance.
- 15. UNAVAILABILITY OF PREMISES:**

In the event that any of the premises which are the subject of this Contract, which for the purpose of this provision shall include any and all areas, in and about the residence hall, should be partially or totally lost, destroyed otherwise unavailable because of fires, strikes, acts of God, or other events so as to render them unfit or unavailable in whole or in part for the purposes of the Resident, then either the University or the Resident shall have the right to immediately terminate this agreement. The University shall not be liable to the Resident for any damage occurring as the result of such termination.
- 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 AGREEMENT:**

This Contract and the Residence Handbook represent the entire Agreement between the parties and no oral promises between the University and Resident are binding therein. In Witness whereof, the parties have caused this Contract to be duly executed intending to be bound thereby.