

**\*\*\*TERMS OF AGREEMENT and CONDITIONS OF OCCUPANCY on reverse side\*\*\***

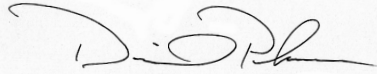
I hereby acknowledge that I have read, understand, and accept the terms and obligations provided for above, below, and on the back of this agreement, including the documents incorporated by reference as part of the agreement for Housing and Dining service at SCSU

ADVANCE PAYMENT AND AUTOMATIC CANCELLATION OF ASSIGNMENT: A \$250.00 advance payment (\$200 prepayment and \$50.00 non-refundable application fee) must accompany this application/agreement. No room assignment will be made without receipt of both the contract and advance payment. No exceptions are granted. If you cancel after May 1, but prior to the beginning of Fall Semester, a \$200.00 administrative fee is charged. Please refer to item #15 and 16 on reverse side.

THIS AGREEMENT BECOMES BINDING AND MAY NOT BE CANCELED WITHOUT LIABILITY AFTER **May 1, for Fall Semester and November 15, for Spring Semester.**

**THIS CONTRACT IS FOR THE ENTIRE ACADEMIC YEAR AND INCLUDES ROOM AND MEALS.**

Signature of Student/**Tech ID Number**

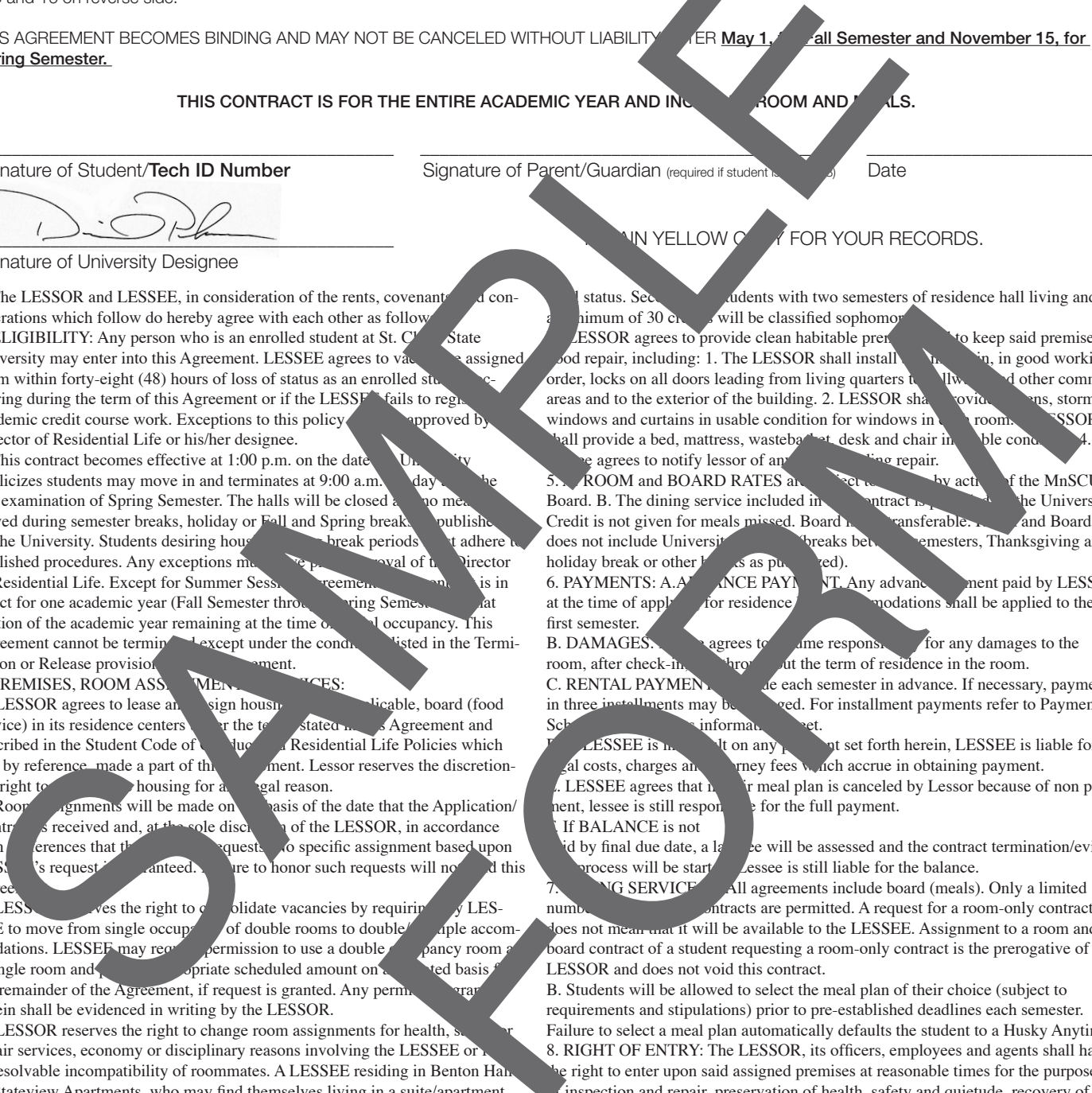


Signature of Parent/Guardian (required if student is a minor)

Date

Signature of University Designee

- The LESSOR and LESSEE, in consideration of the rents, covenants and considerations which follow do hereby agree with each other as follows...
- ELIGIBILITY:** Any person who is an enrolled student at St. Cloud State University may enter into this Agreement. LESSEE agrees to vacate the assigned room within forty-eight (48) hours of loss of status as an enrolled student...
- This contract becomes effective at 1:00 p.m. on the date of University publication of the University's housing schedule for the Fall Semester. The halls will be closed and no meals served during semester breaks, holiday or Fall and Spring breaks...
- PREMISES, ROOM ASSIGNMENT, and RATES:**
  - LESSOR agrees to lease and assign housing accommodations, board (food service) in its residence centers for the term stated in this Agreement and described in the Student Code of Conduct and Residential Life Policies which are, by reference, made a part of this Agreement. Lessor reserves the discretionary right to change housing for any legal reason.
  - Room assignments will be made on the basis of the date that the Application/Contract is received and, at the sole discretion of the LESSOR, in accordance with preferences that the student requests. No specific assignment based upon LESSEE's request is guaranteed. Failure to honor such requests will not void this Agreement.
  - LESSOR reserves the right to consolidate vacancies by requiring any LESSEE to move from single occupancy of double rooms to double occupancy accommodations. LESSEE may request permission to use a double occupancy room as a single room and pay the appropriate scheduled amount on a prorated basis for the remainder of the Agreement, if request is granted. Any permission granted herein shall be evidenced in writing by the LESSOR.
  - LESSOR reserves the right to change room assignments for health, safety or repair services, economy or disciplinary reasons involving the LESSEE or an unresolvable incompatibility of roommates. A LESSEE residing in Benton Hall or Stateview Apartments, who may find themselves living in a suite/apartment that has fallen below 75% of capacity, may be subject to a consolidation change of assignment. LESSOR further reserves the right to cancel this Agreement, reenter the premises, and remove a LESSEE for any violation of the terms of this Agreement or in the interest of health, discipline or the general welfare of the residence center, LESSEE or other LESSEES.
  - UNAUTHORIZED room change will result in a \$100.00 administrative fee assessed to the LESSEE.
  - LESSOR will not discriminate in room assignment on the basis of age, race, color, creed, religion, sexual orientation, national origin, status with regard to public assistance or disability.
  - For purposes of room/hall assignment the University uses the following definitions: Upperclass student - student must be of sophomore through Graduate
- ...will be classified sophomore...
- LESSOR agrees to provide clean habitable premises and to keep said premises in good repair, including:
  - The LESSOR shall install and maintain, in good working order, locks on all doors leading from living quarters to hallways and other common areas and to the exterior of the building.
  - LESSOR shall provide screens, storm windows and curtains in usable condition for windows in the room.
  - LESSOR shall provide a bed, mattress, wastebasket, desk and chair in usable condition.
  - LESSEE agrees to notify lessor of any needed repair.
- ROOM and BOARD RATES and PAYMENTS:**
  - LESSOR agrees to provide room and board services by action of the MnSCU Board. B. The dining service included in this contract is provided by the University. Credit is not given for meals missed. Board is non-transferable. Room and Board does not include University breaks between semesters, Thanksgiving and holiday break or other breaks as published.
  - PAYMENTS:** A. **ADVANCE PAYMENT:** Any advance payment paid by LESSEE at the time of application for residence accommodations shall be applied to the first semester. B. **DAMAGES:** LESSEE agrees to assume responsibility for any damages to the room, after check-in, throughout the term of residence in the room. C. **RENTAL PAYMENTS:** Room and board shall be paid each semester in advance. If necessary, payment in three installments may be required. For installment payments refer to Payment Schedule for more information and details.
- LESSEE is liable for any payment set forth herein, LESSEE is liable for all legal costs, charges and attorney fees which accrue in obtaining payment. LESSEE agrees that if their meal plan is canceled by Lessor because of non payment, lessee is still responsible for the full payment. If BALANCE is not paid by final due date, a late fee will be assessed and the contract termination/eviction process will be started. LESSEE is still liable for the balance.
- DINING SERVICE:** All agreements include board (meals). Only a limited number of room-only contracts are permitted. A request for a room-only contract does not mean that it will be available to the LESSEE. Assignment to a room and board contract of a student requesting a room-only contract is the prerogative of the LESSOR and does not void this contract. B. Students will be allowed to select the meal plan of their choice (subject to requirements and stipulations) prior to pre-established deadlines each semester. Failure to select a meal plan automatically defaults the student to a Husky Anytime.
- RIGHT OF ENTRY:** The LESSOR, its officers, employees and agents shall have the right to enter upon said assigned premises at reasonable times for the purpose of inspection and repair, preservation of health, safety and quietude, recovery of University-owned property, to enforce compliance with rules and regulations, and to insure building safety during break periods. LESSEE understands that authorized University employees will enter their room during break periods to insure building safety (i.e. windows secure, appliances unplugged, etc.).
- ASSIGNMENT:** LESSEE shall not assign, sublet or otherwise transfer his/her interest in this Agreement without the prior written consent of the LESSOR. Agreements are not transferable from one academic year to another.
- LESSOR NON LIABILITY:** LESSOR is not responsible for damage or theft of LESSEE's personal property, including money and/or delivered packages. LESSOR encourages LESSEE to carry appropriate personal property insurance. Additionally, St. Cloud State University, the Residential Life department and Residence Hall Staff assumes no liability for accidents/injuries which may occur either in the Residence



Hall or while student is participating in any program/activity conducted on or off-campus which may be sponsored all or in part by the Residence Hall, Residential Life, Residence Hall Staff and/or St. Cloud State University.

11. GUESTS: LESSEE may have guests, friends and visitors on the premises as stated in the Student Code of Conduct and Residential Life Policies, but LESSEE shall assure that such guests, friends and visitors refrain from acts or practices which unreasonably disturb other residents or are in violation of any University rule or regulation. LESSEE is responsible for the actions and conduct of all guests, friends and visitors, and may be subject to disciplinary action due to the actions of guests. LESSEE may incur financial obligation for unauthorized stay. Damage caused by guests, friends and visitors is the responsibility of the LESSEE who hosted them.

12. RULES AND REGULATIONS: A. Pets are not permitted in residence halls at any time with the exception of fish kept in an aquarium.

B. The possession, use or storage of firearms, fireworks, ammunition, explosives of any type, potentially dangerous weapons, alcoholic beverages, illegal drugs, air conditioners, refrigerators exceeding 4.0 cubic feet, flammable liquids, laboratory specimens are prohibited in the residence centers and on adjoining grounds.

C. IF LESSEE is responsible for excessive noise or otherwise interferes with quiet enjoyment of the residence hall by other occupants, LESSEE will be subject to disciplinary action and eviction. In addition to other disciplinary measures such LESSEE may be required to remove stereos, musical instruments, etc. like from LESSEE's assigned room.

D. LESSEE agrees to become aware of, and observe all policies, regulations and guidelines published in the Student Code of Conduct and Residential Life Policies ([www.stcloudstate.edu/reslife/policies](http://www.stcloudstate.edu/reslife/policies)), which by reference are made a part of this Agreement.

13. UPKEEP: A. The LESSEE agrees to be financially responsible for keeping the room, its furnishings, windows and doors clean and free from damage.

B. The LESSEE agrees not to modify or make modifications on the room or other parts of the building without prior written approval of the Director of Residential Life or his/her designee.

C. When two or more LESSEES occupy the same room and responsibility for damages to the room or contents cannot be ascertained, a damage charge will be assessed equally among the LESSEES.

D. LESSEE agrees not to duplicate keys and if the keys are lost to pay the charge for the key and lock replacement.

E. LESSEE agrees to use all public areas in a courteous and helpful manner and to help in assuring their cleanliness.

F. LESSEE will be financially responsible for any damage or lack of cleanliness by LESSEE in public areas.

14. CHECK-OUT PROCEDURES: A. LESSEE will, upon occupying a room, complete and sign a Room Condition Form, which will be a complete record of the room condition.

B. At the end of the lease period, the room shall be inspected by the LESSOR and LESSEE and a comparison made between the information contained on the room condition form and any damages identified which are not contained on the initial room condition form shall be attributed to LESSEE. The LESSEE is responsible for any such damages.

C. The LESSEE must check-out with a staff member of the Residence Hall.

D. Failure to follow these procedures shall result in the assessment of a \$50 charge.

E. At the end of the lease period, LESSEE shall provide the LESSOR with a mailing address or other delivery instructions for mail forwarding purposes.

F. Room must be vacated at the end of each semester by the hall closing times established by the LESSOR.

15. TERMINATION: A. An agreement for the full academic year commencing Fall Semester, may be terminated by LESSEE, without financial obligation (less non-refundable application fee), if LESSEE provides written notice of termination by May 1, or within seven (7) business days of the receipt of the application if submitted after May 1 and prior to August 1. All cancellations must be in writing to the Department of 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 Residential Life.

B. An Agreement commencing Spring Semester for the remainder of the academic year may be terminated by LESSEE without financial obligation (less non-refundable application fee), if LESSEE provides written notice of termination sixty (60) days prior to the first general registration day of Spring Semester.

C. No-Show, Failure to Arrive, or Written request for termination by LESSEE received after the cancellation dates set forth in paragraph 15A and B above and before the first day of general registration for which the termination was intended to be effective will be granted subject to a charge to LESSEE of \$200.00 repre-

senting an administrative charge, and payment of room charges for the period of time a vacancy exists due to late cancellation.

D. Requests for termination by LESSEE received other than at the times set forth in paragraph 15A, B, C and D will not be honored and the LESSEE shall be liable for all contracted costs for that semester. Exceptions for contract release may be granted for study abroad, internships/student teaching, graduation, non-enrollment or other major documented unforeseen catastrophic situations, as approved by the Director of Residential Life.

E. LESSOR may immediately terminate this Agreement, reenter and retake the premises upon LESSEE's failure to make payments as required under this Agreement or for any other violation of the terms of this Agreement or any violation of University or departmental rules or regulations. Appropriate notice and appeal procedures are provided to the LESSEE where termination is based upon a violation of these rules and regulations.

16. In receiving your room keys (including early arrival housing), you will be held to all financial obligations and terms of this contract. Students who reside in their room and withdraw from the University during the first full week of classes will forfeit 25% of semester room charges; withdrawals during the second full week of classes forfeit 50% of semester room charges; and withdrawals during the third full week of classes forfeit 75% of semester room charges. Withdrawals after the third full week of classes result in 100% semester room charges. Unused board charges will be REFUNDED from the Saturday of the week the student withdraws, providing the student properly checks out of the residence hall through the Department of Residential Life. Students dismissed from the hall for violation of these terms will not receive a refund. The Husky 160 cannot be refunded.

17. UNAVAILABILITY OF PREMISES: LESSEE understands that any of the premises which are the subject of this Agreement, such as the residence halls, shall include any and all areas in and about the residence centers and shall be partially or totally lost, destroyed or rendered unavailable because of fires, strikes, acts of God or other events so that the premises are unfit or unavailable in whole or in part for the purposes of the LESSEE, then either the LESSOR or LESSEE shall have the right to immediately terminate this Agreement. Lessor shall not be liable to the LESSEE for any damages occurring as a result of such termination.

18. The University may revoke this agreement and/or refer any disciplinary cases to the University Judicial Board (refer to Residential Life Policies) for one or more of the following reasons: Civil Authorities will also be used in cases deemed necessary.

A. Disorderly, unruly, vicious, or immoral conduct in or near the residence halls. B. Misuse, abuse, theft or destruction of residence hall property.

C. Violation of university policy in regards to use and possession of alcoholic beverages. Violators will be subject to the enforcement policy as established and posted in the residence halls by the Department of Residential Life.

D. Violation of state gambling laws.

E. Possession, use and/or sale of drugs and narcotics. Violators will be subject to the enforcement policy as established and posted in the residence halls by the Department of Residential Life.

F. General misconduct in the residence halls over a period of time that is indicative that the student is not able to adjust to the requirements of group living.

G. Use of fire fighting equipment, except in case of fire or during a fire drill is prohibited by State Law.

H. Violations of the Residential Life Contract and/or Student Code of Conduct which are motivated by bias.

I. Conduct or behavior threatening to the safety or well-being of others, including possession of firearms or other dangerous weapons.

J. Violation of policies as stated in the Student Code of Conduct and Residential Life Policies.

19. LESSEE agrees that if this agreement is canceled by LESSOR and LESSEE is required to leave his/her room because of violations of terms of this agreement, then LESSEE is responsible for the room rent for the remainder of the academic year (term of this agreement).

20. SMOKING POLICY. LESSOR will make every attempt to assign nonsmokers together and smokers together. However, no guarantee may be made. All residence halls and student rooms are smoke-free.

21. Stateview and Lawrence: Lessee understands that not all services normally provided in other residence halls are available in Stateview or Lawrence. Furnishings and rates may also vary from hall to hall.

22. COMPLETE AGREEMENT. This agreement, along with the Student Code of Conduct and Residential Life Policies, which by reference are part of this agreement, represents the entire agreement between the parties and no oral promises between the LESSOR and LESSEE are binding thereon. IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed intending to be bound thereby.