

**THIS IS A LEGAL AND BINDING DOCUMENT WITH FINANCIAL OBLIGATIONS.  
PLEASE READ CAREFULLY BEFORE SIGNING.**

Mail original copy of the signed contract to: Mesa State College Housing, 1100 North Ave, Grand Junction, CO 81501

MSC Student ID Number      Applicant's Printed Name (Last)      (First)      (Middle)

I have read and agree to the terms of this agreement. \_\_\_\_\_

Student Signature

Signature of Parent (if student is under 18) \_\_\_\_\_

(I agree to be bound by all terms of this agreement as co-signer and guarantor (the "Guarantor")

## I. INTRODUCTION

The above named student who is or will be enrolled in a Mesa State College certificate or degree seeking program as a full-time student each semester of the entire academic year, or Guarantor (the "Student") and Mesa State College (the "Housing Department") hereby enter into this Student Housing and Dining Contract ("Contract") in accordance with the terms and conditions set forth herein.

Upon acceptance of this Contract by the Housing Department, **it is legally binding on the Housing Department and the Student.** The Student must abide by the terms and conditions of the Contract including, but not limited to, the obligation to pay all amounts due for the full Contract term.

## II. CONDITIONS AND TERMS OF THIS CONTRACT

### Freshman / Sophomore Residency Requirement

**Freshmen and sophomore students who are single, under 21 years of age and not residing with their parents in Mesa County are required to live on campus, provided that space is available. Any exceptions to this policy must be approved by an Administrator in Housing and Residence Life.**

### Application

**This Contract will be processed regardless of the status of the Student's admission to the College.** If admission to the College is denied, **it is the Student's responsibility to notify the Housing Department in writing.** Failure to do so will result in the forfeiture of the Deposit (as defined below).

**The residence halls schedule of rates, all Mesa State College policies and procedures and the MSC Student Handbook and Maverick Housing Guide are incorporated herein and made a part of this Contract by reference.**

Acceptance of this Contract does not constitute or guarantee admission to Mesa State College. Assignment to on-campus housing and liability for any amounts due hereunder except the Application Fee (as defined below) are conditional upon final acceptance for admission by the College. **Note:** Application for admissions to the College and application for Residence Hall or Apartment accommodations are separate transactions acted upon separately by the College.

**Submission of this Contract and the Application Fee by the Student does not guarantee that the Student will be assigned to on-campus housing.** Qualified students for whom space is not available will be placed on a waiting list and notified of this status. If the Student is not assigned to on-campus housing, the Student will not be liable for any amounts due hereunder except the Application Fee.

**This Contract is for the Student only and may not be assigned to another party.**

## III. DURATION

A. **FULL ACADEMIC YEAR**-The terms and conditions of this Contract are for the **full academic year (August-May)**, commencing with the fall semester and ending at the termination of the spring semester. This Contract shall remain in full force and effect for the remainder of the academic year if the Student occupies the assigned space after the beginning of the fall semester. **The Contract ends on the last day of the spring semester of the academic year in which the Student lived or is living in the residence hall, unless otherwise provided herein.**

### B. RECESS PERIODS

The Student may occupy his or her room during fall break, Thanksgiving, winter break and spring break with no additional charge. Residence hall accommodations are not available for occupancy between summer/fall or fall/spring semesters. Meals are *not* served during the vacation periods.

1. **An additional charge will be assessed for housing occupied between the summer and fall semesters or the fall and spring.**
2. **Walnut Ridge and Monument Hall will be open between fall and spring semesters.**
3. Meals will not be served during the Thanksgiving break.

## IV. ASSIGNMENT / ROOM / ACCESS / DINING SERVICES

A. **ROOM ASSIGNMENT**-The Housing Department assigns rooms and roommates without regard to race, color, creed, national origin, age, or handicap.

Assignment priority is based on date of receipt of the Mesa State College Housing application, Deposit, and executed Contract. Requests for roommates must be mutual and are granted on a space available basis. The Housing Department does not guarantee assignments to a particular building or unit, type of accommodations or with a specific roommate.

B. **REASSIGNMENTS**- The Housing Department reserves the right to make alternative assignment decisions or reassign the Student for such reasons as the department deems appropriate. These reasons include, without limitation: the uses of temporary accommodations when permanent space is not available; construction, renovation, and/or maintenance activities; roommate conflicts; health, safety, and/or security concerns; pending disciplinary action; and noncompliance with College regulations. Room reassignment, and utility or facility disruptions, shall not result in the reimbursement or reduction of room and board rates and/or residential academic program fees referenced in this Contract.

C. **ROOM CHANGES**-Room changes must be authorized by Housing and Residence Life staff.

D. **ROOM CONSOLIDATION** - The Housing Department reserves the right to consolidate single occupants residing in multiple capacity rooms. Furthermore, when it is necessary to assign a single occupant to a double room or to allow a single occupant to remain in a double room, such occupant will be charged at the single room rate. (The single occupancy rate would also be assessed to occupants of other types of multiple capacity units, such as suites with bath, two-person apartments, and three person apartments that are occupied by fewer residents than design capacity.)

E. **ACCESS TO ROOMS**- The College shall at all times during the term of this Contract retain legal ownership and ultimate possession and control of the Student's room and/or College property assigned to such room. The Housing Department reserves the right to maintain and preserve the residence halls. The Student hereby understands and agrees that authorized personnel may enter the Student's room at any reasonable time for life, safety, or health threatening emergencies; to perform requested or preventative maintenance; to respond to a cry for help or the smell of smoke; or to investigate and/or silence disruptive noise(s). The Student hereby authorizes access by residence life personnel when access is requested by any law enforcement officer possessing a facially valid search or arrest warrant.

F. **RESERVATION** - The Housing Department reserves the right to refuse housing and dining privileges to the Student if the Student is delinquent in the payment of housing and/or dining bills, has demonstrated an unwillingness to abide by housing and dining rules and regulations, or who exhibits behavior that is incompatible with the maintenance of order and propriety in the residence halls or dining operations.

F. **DINING SERVICES** - Students living in the residence halls are required to purchase a meal plan. **Apartment** residents have the option of purchasing a meal plan.

## V. RATES / DEPOSIT / REFUNDS

A. **PAYMENT**- The Student is responsible for payment of all required charges, deposits, and fees. **Room and board will not be prorated if the Student checks in late.**

B. **DEPOSITS/FEES** - The housing deposit for this contract is \$150 U.S. dollars (the "Deposit"), which includes a \$25 non-refundable application fee (the "Application Fee"). In addition, the Student will pay an Activity Fee of **\$20** per semester **which is non-refundable** and is used to fund various programs for residents throughout the academic year. **The Deposit is not a rental payment and is not included in the rental amount.** When the Student contracts to return to student housing for the next consecutive year, the Deposit will be applied as the Deposit for the next consecutive housing contract, and the Student will be billed separately for any cleaning and/or damage charges on his or her Student account. At the end of the final housing contract term, the Deposit will be used to pay outstanding bills, including without limitation, charges for cleaning and/or damage. Thereafter, the remaining portion of the Deposit, if any, will be returned to the Student unless forfeited as otherwise provided in this Contract.

C. **ROOM CHANGE RATE ADJUSTMENT** - The Student shall pay any additional charges incurred due to room change(s) to differently priced accommodations. The College reserves the right to increase rates for housing and food service upon written notice to the Student; however, any increase of two (2) percent or less will not require written notice.

## VI. CONTRACT TERMINATION BY THE STUDENT BEFORE OCCUPANCY

To terminate this Contract before occupancy, the Student must notify the Housing Office at the address above. Notification must be in writing and, if mailed, the postmark on the envelope will be used as the date of termination. The Student's housing deposit will be refunded only if the cancellation is in writing by the appropriate dates, as follows:

- A full refund of \$125 if cancellation is postmarked and mailed to the Department of Housing and Residence Life by **May 31** for contracts beginning fall semester and **December 1** for contracts beginning Spring semester.
- A refund of \$50 if cancellation is postmarked and mailed to the Department of Housing and Residence Life between **June 1 and August 1** for contracts beginning fall semester and between **December 2 and January 3** for contracts beginning Spring semester.
- After August 1, Students who have been assigned to a room and **notify the Housing Department** prior to the official opening of the residence halls shall be assessed the following charges: 20% of the total semester rent, forfeiture of the Deposit and Activity Fee.
- No refunds will be issued after the official opening of the residence halls for the specified semester.

If ALL provisions of this Contract have been complied with, and no cleaning/damage charges have been assessed, the refundable portion of the Deposit (\$125) will be refunded within thirty (30) days after termination of this Contract.

## VII. CONTRACT TERMINATION BY THE STUDENT AFTER OCCUPANCY

A. If termination occurs for any reason, the Student must officially check out (personally sign out and return keys/access cards) with the residence life staff in his or her hall/apartment. Failure to check out properly may result in continuation of occupancy charges. To terminate this Contract after occupancy, the Student must submit the required paperwork and wait for approval from the Housing Department. If the Student checks out without approval, the Housing Department reserves the right to continue to assess occupancy charges.

B. **OFFICIAL CHECK OUT**-The Student is not officially checked out of the residence hall until all of the following occur: (1) completion and submission of proper notification paperwork, (2) all personal property has been removed from the room, (3) the room has been cleaned, and (4) the proper check-out records have been signed and all keys/access cards have been turned in to a Housing Department official. **The Student is liable for all housing and dining charges, regardless of occupancy, until the day the Student properly checks out with an official of the Housing Department.**

C. **ROOM CHARGES AND/OR REFUNDS** – Refunds of room or apartment charges, upon receipt of appropriately approved withdrawal notice for any reason other than disciplinary action, will be based on the following schedule.

1. If the Student is enrolled in an orientation program, class, sports program or any other college-sponsored program that requires the Student to check into the residence halls or apartments before the first day of the semester, additional housing charges (minimum \$50.00 charge) will be assessed for the designated dates of the program.
2. If the Student is given permission to check in prior to the official opening, and cancels prior to official opening, the College shall retain the Activity Fee and the Deposit, and the Student shall pay 20% of the total semester rent.
3. If the Student withdraws during the first week through the sixth week of the semester, the College shall retain the Activity Fee and the Deposit, and the Student shall pay a prorated rent based on official date of check out plus 20% of the total semester rent.
4. If the Student withdraws from College during the seventh week of the semester through the end of the semester, the College shall retain the Activity Fee and the Deposit, and the Student shall pay the total semester rent.
5. If Student is given permission by the Housing Department to terminate this Contract at the end of the fall semester, the College shall retain the Activity Fee and the Deposit, and the Student shall pay 20% of the total spring semester rent.

D. **BOARD CHARGES AND/OR REFUNDS** – You may change your meal plan during the first three weeks of any semester.

1. Students who live in the residence halls and then move into Walnut Ridge during a semester **must keep their meal plan.**
2. Beginning the first week and before the end of the sixth week of the semester, refunds are based on the official date of check out. The College shall retain prorated meal charges, \$180 for non-refundable **Maverick Money**, and 20% of the total semester meal plan.
3. Beginning the seventh week through the end of the semester the College shall retain the total semester meal plan charge.
4. If the Student is given permission by the Housing Department to terminate this Contract at the end of the fall semester, the College shall retain 20% of the total spring semester board plan.

**Misuse or fraudulent use of meal plan and associated identification cards may result in suspension or cancellation of the Student's meal plan and/or other disciplinary action.**

## VIII. CONTRACT TERMINATION BY THE COLLEGE

The Housing Department may terminate this Contract and, after serving the Student with a written notice to vacate the premises, take possession thereof for the following reasons:

A. Failure to pay rent or any other charges when due. If the **Student does not pay the first or any subsequent installment of his or her rent or other charges when due may, at the College's option, be assessed the charges set forth in Section VII. hereof in addition to the College's other remedies hereunder.**

B. Damage from fire, smoke or other causes.

C. Noncompliance with the rules and regulations of the residence halls, College policies, local laws, or federal and state laws. **If the termination of this Contract is based upon a disciplinary action, the Student shall remain liable for housing and dining charges due hereunder for the then-current semester. Upon termination of this Contract, the Student shall vacate housing and the meal plan will be cancelled. Moreover, no previously paid charges or deposit shall be refunded to the Student in such cases.**

D. **Noncompliance with and/or breach of this Contract.**

## IX. STUDENT RESPONSIBILITIES

The Student agrees to obey the College's and Housing's standards and regulations and to comply with the terms and conditions of occupancy set forth in the MSC Student Handbook / Maverick Housing Guide, and the policies outlined in the Mesa State College Catalog, all of which are incorporated in and made a part of this Contract by reference. It is the **Student's responsibility** to familiarize him or herself with these regulations and standards. **NOTE:** Violation of any such regulations and standards may result in fines, sanctions, probation, termination of this Contract, suspension or expulsion from the College, or any combination thereof.

A. **DAMAGES**-The Student is financially responsible for the cost of replacement or repair of any breakage or damage to his or her room or furnishings, or any other damage for which the Student is responsible.

B. **INSURANCE** - The College and/or Housing Department is **NOT** responsible for loss, damage, or destruction of the Student's personal property. **Purchasing or arranging for personal property insurance coverage is the Student's responsibility and highly encouraged.**

## X. INDEMNIFICATION

The Student shall indemnify, save, and hold harmless the College, its employees and agents, against any and all claims, damages, liability, and court awards including costs, expenses, and attorney fees incurred as a result of any act or omission by the Student pursuant to the terms of this Contract.

## XI. PENALTIES

Any and all collection cost incurred by the College in closing the Student's account will be assessed to the Student and will become part of the Student's total financial obligation to the College. If the account is not satisfied within thirty (30) days of the last day the Student occupied the residence hall, the account will be sent to a collection agency.

## XII. MENINGITIS

Each new, incoming **freshman** student residing in College housing is required by Colorado Statute to complete a form upon check-in indicating whether or not the Student has received a meningococcal vaccination. The vaccination is **voluntary**; the decision to vaccinate is one the student, parent(s) or guardian(s) should make in consultation with their family health care provider.

- Meningococcal disease is a serious disease.
- Meningococcal disease is a contagious, but a largely preventable, infection of the spinal cord fluid and the fluid that surrounds the brain.
- Scientific evidence suggests that college students living in dormitory facilities are at a modestly increased risk of contracting meningococcal disease.
- Immunization against meningococcal disease decreases the risk of contracting the disease.

Vaccinations may be available through your family health care provider, Mesa State Student Health Center, or your county health department. Please check with your health insurance to see if the vaccination is covered by your policy.

I have reviewed the above information. Please check one:

- I have received an immunization.
- I will receive an immunization.
- I will not receive an immunization.

## XIII. SMOKING

Smoking is not permitted in the residence halls or dining rooms.