This agreement is between the individual resident (hereafter referred to as the “Resident”) and Midwestern State University (“the University”). When completed and submitted to the Office of Residence Life & Housing (“University Housing”), it becomes a binding agreement between the resident, his/her parent or guardian (if the resident is under 18 years of age), and the university. Completion of the agreement is for a space in the University Housing system only and does not guarantee assignment to a particular room or residence hall. **This agreement is binding for the full academic year, provided the resident is enrolled at MSU.**

Residents requesting or required to live in University Housing must complete and sign a Housing Reservation Commitment and Agreement and pay a $100.00 Housing Reservation/Damage Deposit. The following guidelines apply to all residents in University Housing.

1. **Contract Agreement:** Midwestern State University, acting through University Housing, agrees to provide a space in the university housing system to the Resident. The Resident agrees to be enrolled at Midwestern State University and to the terms of this contract.

   The Reservation Commitment and Agreement is for a space in any University residence hall, apartment, or other facility the University may acquire, lease or otherwise make available for resident housing after the execution of the agreement. The University reserves the right, at any time and for any reason, in its sole discretion, to change or cancel any room assignment.

2. **Eligibility:** Priority for living in University Housing is given to full-time (12 or more semester hours) undergraduate residents registered for classes at the University. With permission from the Director of Residence Life & Housing, part-time and graduate students may be assigned housing if space is available.
   a. A resident who ceases to be a full-time student and remains enrolled on a part-time basis must seek permission from the Director of Residence Life & Housing if they wish to remain in University Housing.
   b. If a resident academically withdraws from the University, the individual is no longer authorized to live in University Housing and must properly check-out within 24 hours.

3. **University Residency Policy:** The campus residency policy is based on the knowledge that living in University Housing can provide both educational and social opportunities important to the success of college students. All students enrolling at Midwestern State University are required to live in university housing unless they:
   a. Are living in the home of their parents or legal guardian within 60 miles of the campus and commuting to class;
   b. Are married and living with their spouse;
   c. Have accumulated 45 semester hours of college academic credit as a post-high school resident prior to the first day of classes for the housing agreement period. Hours achieved while in high school are not counted (e.g. concurrent or dual credit);
   d. Have reached the age of 21 prior to the first day of classes for the housing agreement period;
   e. Are part-time residents enrolled in 11 hours or less for the fall or spring semester.

   A student enrolled in courses and required to reside on campus per the Residency Policy but who does not sign up for campus housing will be assessed the semi-private semester room rate for Killingsworth or Pierce Hall.

4. **Criminal Background Check:** In accordance with Texas Senate Bill 146, signed into law in June 2013, University Housing retains the right to perform criminal history/background checks on prospective and current residents who apply to reside in University Housing. Midwestern State University may obtain these records from the Department of Public Safety in an effort to ensure the safety and security of residents residing in University Housing. Should a criminal history/background check for a resident who has applied to reside in University Housing reveal a criminal history of a violent or felony nature, University Housing may reject the resident’s housing application.

5. **Transferability:** The Housing Agreement is with the Resident and may not be transferred or assigned by any party other than by University Housing.

6. **Occupancy Period:** The occupancy period begins on the first official day of fall move-in and ends 24 hours after the resident’s last final exam. The contract terms apply to either the full occupancy period (fall and spring semesters), or if entered into after the start of the academic year, to the balance of the occupancy period beginning on the Resident’s move-in day. Contracts for graduating seniors shall end at 6 p.m. on graduation day. Housing agreements for summer terms are separate.

7. **Break Periods:** All residence halls and university apartments are open during the Thanksgiving and Spring Break periods at no additional charge; however, residents must register for permission to have access to their place of residence during these
periods. During the break periods between academic semesters, residence halls are considered closed. The Resident living in a residence hall who wishes to stay during break periods between academic semesters may submit a “break housing” request, which will be accommodated on an as-available basis. An additional, per-day, charge is assessed for residence halls (university apartments will remain open at no charge).

8. **Meal Plan**: The Resident who resides in university residence halls is required to purchase a full residential dining plan (commuter plans are not acceptable). The Resident who resides in a university apartment may choose either a full or commuter plan, but is not obligated to make a dining plan purchase due to availability of a kitchen in each apartment unit.

9. **Housing Reservation/Damage Deposit**: The Resident must submit a one-time $100.00 Housing Reservation/Damage Deposit when the Housing Reservation Commitment is submitted. Less charges for damages, the Housing Reservation/Damage Deposit is refunded to the Resident upon indicating their permanent departure from the Residence Halls. In the event a Resident returns to the residence halls after the deposit is refunded, an additional $100.00 Housing Reservation/Damage Deposit must be submitted.

10. **Payment of Fees**: In accordance with the Student Financial Responsibility policy outlined by the University Business Office, the Resident agrees to pay housing and dining rates established by the Midwestern State University Board of Regents. Room and board payments must be made to the University Business Office within the deadlines for full or installment payment schedules published online prior to the beginning of each semester. Failure to meet payment deadlines may result in a hold being placed on the Resident’s records, potentially preventing the Resident from registering or obtaining an official academic transcript.

11. **Assignment Information**: 
   a. The University assigns roommates without regard to race, color, national origin, age, religion, disability, veterans’ status, sexual orientation, gender identity or expression. 
   b. Assignment to a specific building, type of housing, room/apartment capacity, or specific roommate is not guaranteed. 
   c. The University reserves the right to make housing assignments and to require assignment changes when considered advisable or necessary by the University. 
   d. Residents in partially occupied units may be consolidated with another resident within the assigned facility or a different housing facility. 
   e. Residents assigned to a multi-occupancy room or apartment unit agree to accept other roommates to fill vacancies within the room or unit; University Housing is not required to give notice prior to assigning vacant spaces. 
   f. Specific roommate requests are accommodated as space permits. Roommate requests must be mutual and include each resident’s respective M-Number.

12. **Accommodations**: Residents with housing reservation commitments may request consideration for accommodations. The Resident will be required to work through the Office for Disability Support Services and provide any necessary documentation.

13. **Resident Responsibility**: 
   a. **Use of Space**: The space is to only be occupied by the Resident to whom the space is assigned. The Resident may not sublet or have long-term guests. Assigned units are for student residence purposes only. The Resident may not operate any “for profit or personal gain” enterprise from any part of University housing, including but not limited to, web-based or e-commerce businesses.
   b. **Alterations and Damages**: The Resident shall use reasonable diligence in care of the assigned unit, its furnishings and in the facility’s common areas. The Resident may not make alterations to University property without the specific written consent of the Director of Residence Life & Housing or designee. The Resident agrees to pay for damage caused to University property as a result of negligence, carelessness, accident or abuse. Payment is due upon demand. If the identity of the person responsible for damages cannot be determined after investigation, the Director of Residence Life & Housing or designee may prorate the cost to repair the damages and administrative fees among all or any portion of the residents, as is deemed fair.
   c. **Rules and Regulations**: The Resident shall comply with all rules and regulations of the University and University Housing. The rules and regulations published online by University Housing and the Office of the Dean of Students are hereby incorporated into this agreement.

14. **Damage to Persons or Property**: University Housing is not liable to the Resident for personal injury, death or property damage arising from but not limited to, personal injury, death or property damage caused by other persons, theft, burglary, assault, vandalism or other crimes, fire, flood, water leaks, rain, hail, ice, smoke, explosions, interruptions of utilities, or other natural phenomena. The Resident is strongly recommended to secure insurance, at their own expense, to protect against loss from any of the above-mentioned occurrences.

15. **Authorized Entry**: The Resident must permit any authorized agent of the University to enter the assigned unit for the purpose of inspection and maintenance, and, if determined necessary, for the purpose of enforcing reasonable rules and regulations insuring the safety, welfare and comfort of all residents and the University.
Under fair and reasonable circumstances, it may be necessary for University staff members to enter a Resident’s unit for the purpose of a search based on reasonable suspicion of violation of University policy, concerns about safety of the residents or guests, or situations that may cause harm to others. Ordinarily, the Resident will be advised in advance of a search and will be asked to be present during a search. However, prior notice is not required and a Resident’s absence will not prevent a search from being conducted. The Director of Residence Life & Housing or their designee together with at least one other University Housing staff member, constitute a search group. Personal refrigerator(s) are subject to search by members of the University Housing staff.

16. **Response to Official Information Requests and Summons:** The University and University Housing will occasionally send out important information pertaining to residents including but not limited to notices of administrative disposition, housing assignments and reaplication materials, requests for information, etc. All residents are expected to check their provided email address daily to respond to such requests.

17. **Termination:** The University reserves the right to terminate this agreement for violation of the terms and conditions stated herein or for any other reason that the University, in its sole discretion, deems to be good cause. If the University terminates this contract, the University and University Housing shall refund prepaid funds to the resident pro rata, minus administrative, conduct and other fees as determined, unless a University conduct process removes the Resident from the facility. In that case, the Resident will receive no refund.

18. **Cancellation:** This agreement is binding for the full academic year, provided the resident is enrolled at MSU. Should there be a change in the Resident’s plans to enroll at Midwestern State University, written notice of cancellation must be received by the Office of Residence Life & Housing on or before the following deadlines in order to receive a refund of the $100 Housing Deposit.

<table>
<thead>
<tr>
<th>July 1—Fall Semester</th>
<th>January 1—Spring Semester</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fall Semester</td>
<td>Spring Semester</td>
</tr>
<tr>
<td>(Returning Residents)</td>
<td>(New Residents)</td>
</tr>
</tbody>
</table>

Written cancellation requests may be received in person, by mail, via email, or by fax to the Office of Residence Life & Housing. Residents should include their name, Mustang ID number, reason for cancelling, and the term being cancelled. Cancellation requests based on housing policy exemption parameters must be accompanied by the appropriate documentation. Notification submitted to departments other than the Office of Residence Life & Housing does not comply with this requirement; and thus requested action cannot be assured.

A Resident who fails to enroll or officially withdraws and then enrolls or re-enrolls in classes during the same academic year will have the housing contract reactivated and charges added to the university resident billing account.

a. **Cancellation Refunds & Penalties:**

   If a student has reserved a room for either the fall or spring semester and is granted exemption from the housing agreement for a non-academic reason, the following cancellation charges will apply. Any student who lives in campus housing during the fall is considered a returning student for the spring semester.

<table>
<thead>
<tr>
<th>Refund</th>
<th>Fall Semester</th>
<th>Spring Semester (Returning Residents)</th>
<th>Spring Semester (New Residents)</th>
</tr>
</thead>
<tbody>
<tr>
<td>100% + $100 Deposit</td>
<td>Before July 1</td>
<td>N/A</td>
<td>Before January 1</td>
</tr>
<tr>
<td>80% + Forfeit Deposit</td>
<td>July 1—Prior to move-in day</td>
<td>January 1—Prior to move-in day</td>
<td>January 1—Prior to move-in day</td>
</tr>
<tr>
<td>75% + Forfeit Deposit</td>
<td>Move-in—Start of 2nd week of class</td>
<td>Move-in—Start of 2nd week of class</td>
<td>Move-in—Start of 2nd week of class</td>
</tr>
<tr>
<td>50% + Forfeit Deposit</td>
<td>Start of 3rd week of class</td>
<td>Start of 3rd week of class</td>
<td>Start of 3rd week of class</td>
</tr>
<tr>
<td>25% + Forfeit Deposit</td>
<td>Start of 4th week of class</td>
<td>Start of 4th week of class</td>
<td>Start of 4th week of class</td>
</tr>
<tr>
<td>0% + Forfeit Deposit</td>
<td>After 4th week of class</td>
<td>After 4th week of class</td>
<td>After 4th week of class</td>
</tr>
</tbody>
</table>

1. If a resident leaves the University for an academically-approved reason and notifies the Office of Residence Life & Housing in writing prior to the cancellation deadlines, the student’s housing obligation ceases in accordance with the refund schedule above and the student will receive their deposit, less any damages.

2. The University reserves the right to withhold from a Resident’s deposit any appropriate charges and/or fines owed to the University.

3. Students removed from University Housing for disciplinary reasons are not eligible for refund of deposit and are responsible for any monies still owed, including those from the Housing Reservation & Commitment Agreement they have signed.

4. A refund for meals (if applicable) will be made only for the unused portion of the meal plan beginning the Friday after the Resident moves out of housing.
b. For Returning Students:
   1. Students living on campus during the spring semester who intend to return to university housing the following fall semester must complete the fall room selection/assignment process and fulfill one of the following obligations:
      i. Register for fall courses before July 1
      ii. Notify University Housing in writing prior to July 1 of their intent to late register for fall courses; residents who do not comply with these guidelines may forfeit their fall room assignment and their $100 Housing Reservation Deposit in accordance with the guidelines set forth in this agreement.

c. For all Students After Beginning of Occupancy Period:
   1. Once the occupancy period begins (see Section 6) for the Resident, requests for cancellation of the contract will only be considered if the Resident withdraws, graduates, becomes legally married, or is participating in a clinical rotation, resident teaching, internship, or study abroad experience outside of the Wichita Falls area.
   2. The Resident who falls into one of these categories and fails to submit a request for cancellation prior to January 1, 2016 may accrue prorated charges for the spring semester, depending upon the check-out date.

19. Final Disclosure: By accepting this contract, I agree that I have read and understand the terms and conditions of the Midwestern State University Housing Reservation and Commitment Guidelines, the Midwestern State University Student Code of Conduct and University Housing policies and procedures.