

**Office of Residence Life & Housing
Housing Reservation Commitment & Agreement Guidelines
2023-2024**



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; students new to housing must pay a \$250.00 advance payment. The \$250 advance payment will be applied to the student's first housing bill. 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.

In accordance with Texas House Bill 355, signed into law in June 2017, registered sex offenders are not permitted to live within the University owned housing system.

- 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 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.
 - 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:
 - Are living in the home of their parents or legal guardian within 60 miles of the campus and commuting to class;
 - Are married and living with their spouse;
 - 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);
 - Have reached the age of 21 prior to the first day of classes for the housing agreement period;
 - 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 Housing 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. The University reserves the right to deny a student a room or immediately remove a student from University Housing based on information obtained in a criminal background check, including, without limitation, when the student is a registered sex offender (whether public or nonpublic). This provision should not be interpreted to impose a duty on the University to run a criminal background check on any student.
- 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. Residence halls are officially closed during certain breaks throughout the year: Semester Break, before Summer Session I, and after Summer Session II.

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. Agreements for graduating seniors shall end at 6 p.m. on graduation day. Housing agreements for summer terms are separate.

7. **Break Periods:** Residence halls are officially closed between academic semesters. Residents who wish to remain in University Housing during periods when the halls are officially closed must have permission from the Office of Residence Life & Housing. For safety purposes, Residence Life & Housing reserves the right to temporarily reassign the Resident during a break period. Additional fees for break housing may apply.
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 Advance Payment:** Residents requesting or required to live in university housing for the first time must pay a \$250 advance payment to reserve a space on campus. A Resident who cancels their housing prior to the June 1 for the fall semester will receive a refund of their advance payment. Those cancelling after June 1 forfeit the \$250 advance payment.
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.

Fall semester billing will reflect 60% of annual housing charges; spring semester billing will reflect 40% of annual housing charges. Residents leaving the University for academically-approved Reasons after the fall semester will receive a 10% refund of fall housing charges.

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, snow, 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 ensuring 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 reapplication 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 \$250 advance payment or to avoid cancellation penalties.

June 1—Fall Semester

December 15—Spring Semester

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.

Date	New Student	Returning Student
On or before June 1 (Fall)/ On or before December 15 (Spring)	0% room charges + \$250 advance payment refunded	0% room charges (Fall) \$500 cancellation fee (Spring)
June 2—July 31 (Fall)/ December 16—Prior to move-in day (Spring)	Forfeit advance payment	\$250 cancellation fee (Fall) \$500 cancellation fee (Spring)
August 1—Prior to start of 1 st week of classes	Forfeit advance payment	\$500 cancellation fee
Start of 1 st week of class—Start of 3 rd week of class (Fall & Spring)	25% room charges	25% room charges
Start of 3 rd week of class (Fall & Spring)	50% room charges	50% room charges
Start of 4 th week of class (Fall & Spring)	75% room charges	75% room charges

After 4th week of class (Fall & Spring)	100% room charges	100% room charges
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1. If a resident leaves the University for an academically-approved reason (e.g. clinicals, student teaching, graduation, study abroad) and notifies the Office of Residence Life & Housing in writing prior to the Spring & Fall cancellation deadlines, the student's housing obligation ceases in accordance with the refund schedule above and the terms outlined in the Housing Reservation & Commitment Agreement.
2. This agreement is binding for the full academic year. Therefore, if a resident leaves University Housing mid-year and is not granted exemption based on an academically-approved reason (e.g. graduation, clinical rotations, student teaching), the student is subject to a \$500 cancellation penalty.
3. Students removed from University Housing for disciplinary reasons 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 in accordance with the guidelines set forth in this agreement, including cancellation penalties.

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 December 15 may accrue prorated charges for the spring semester, depending upon the check-out date.

19. Force Majeure. "Event of Force Majeure" means an event beyond the control of Contractor or University which prevents or makes a party's compliance with any of its obligations under this Contract illegal or impracticable, including but not limited to: act of God (including, without limitation, fire, explosion, earthquake, tornado, drought, and flood); act or threats of terrorism; epidemic, pandemic, viral outbreak, or health crisis; or directive of governmental authority. No party will be considered in breach of this Contract to the extent that performance of their respective obligations is prevented or made illegal or impracticable by an Event of Force Majeure that arises during the term (or after execution of the Contract but prior to the beginning of the term). A party asserting an Event of Force Majeure hereunder ("Affected Party") will give reasonable notice to the other party of an Event of Force Majeure upon it being foreseen by, or becoming known to, Affected Party.

Should a force majeure event be declared, the Resident may be refunded a pro-rata portion of their housing and dining charges based upon the date on which the Resident is asked to move out and the remaining time left on the term of this agreement. Resident acknowledges that there are certain administrative and facilities costs that remain regardless of the existence of a force majeure event. The University may withhold from any refund provided herein any such amount to cover said administrative and facilities costs incurred or to be incurred by University over the remainder of the term of this agreement.

20. Final Disclosure: By accepting this agreement, I acknowledge that I have read and understand the terms and conditions of the Midwestern State University Housing Reservation and Commitment Guidelines. I also acknowledge I am responsible for the policies and procedures outlined within the Midwestern State University Student Code of Conduct and Midwestern State University Residence Life Handbook.