

Terms of Agreement

- 1) **License not a lease:** This agreement is a license and not a lease. It creates no exclusive right on the part of the student to occupy any particular portion of UCM property. The University may assign and reassign the student to specific student housing whensoever, in the University's sole discretion, it deems such action necessary or desirable. As a licensee hereunder the student may not assign any rights or obligations created by this license agreement.
- 2) **Eligibility:** To be eligible to occupy UCM residence halls, the student must be enrolled at the University of Central Missouri. Furthermore, the student hereby acknowledges receipt of and consents and agrees to obey and abide by all UCM policies and regulations governing occupants of housing facilities and recognizes the right of the University to terminate this agreement for breach of any such University policies and regulations as may be amended by UCM in its sole discretion.
- 3) **Term:** The term of this agreement is for both Fall and Spring semesters or for the remainder of an academic year if entered into subsequent to the beginning of the Fall semester. The academic year consists of fall and spring semesters and does not include the summer sessions.
 - a) Student housing may be occupied and must be vacated in accordance with the schedule issued by the Office of University Housing. The student agrees to comply with the afore said schedule. Most student housing will be closed during breaks and vacation periods as reflected in the schedule.
 - b) Failure to occupy assigned housing by 8 a.m. on the second day of classes of either semester will constitute cancellation of this agreement during that year and the student hereby agrees to be bound by and to comply with the cancellation provisions set forth in paragraph eight hereof.
- 4) **Assignments:** The University will attempt to honor the preferences expressed by the student for a room assignment and reserves the right to reassign the student to other rooms or halls when necessary.
- 5) **Housing Fees:** The student agrees to pay housing and board fees (first year students are required to have a first year meal plan and sophomores are required to have a sophomore meal plan) as established by the UCM Board of Governors. Rates are established at the level the Board of Governors, in its sole discretion, believes is required to meet current and long range expenses. Should the income from student occupancy be less than that required to meet such expenses, the University reserves the right to increase the established rate for the year by up to, but no more than 15% effective the spring semester.
 - a) Nonpayment of Housing Fees is grounds for immediate termination of this agreement.
- 6) **Personal Property:** The student hereby agrees that any and all of the student's personal property or property of third parties in the student's custody or possession which may be present upon the University's premises shall be the sole responsibility of the student. The student does hereby waive any and all claims against and does hereby agree to indemnify, defend and hold harmless UCM, the Board of Governors of UCM, UCM's officers, agents and employees for loss, damage or destruction of any cause whatsoever. **Students are advised to procure their own insurance against such eventualities.**
 - a) **Abandoned Property:** All personal property must be removed from the student's room no later than the last day of occupancy and the student hereby surrenders all claims to and abandons any property remaining on the premises after such date. The University will make a reasonable attempt to contact the student to schedule a time for the student to pick up any abandoned property. If the student has not contacted the University within the time period specified in the letter, the University will dispose of the abandoned property. The University assumes no responsibility for items that are abandoned.
- 7) **Housing Administration Fee:** A \$100 security deposit (\$75 refundable) is required to accompany all applications for UCM residence halls and will be retained by UCM for so long as the student resides in any UCM residence hall. Unless the deposit is forfeited under any of the terms of this agreement, the \$75 refundable portion, less any assessment for damages, or outstanding University charges, will be refunded to the student following termination of the residence hall agreement by the student and inspection of the premises and property by representatives of the University. The student agrees to be responsible for any cost of defacement or damage to the room or rooms, common areas and all University furnishings or property that are damaged or destroyed during the term hereof.
- 8) **Cancellation and Termination: (please read entire section)**
 - a) **Prior to the agreement period:** A written request for cancellation of this agreement by the student that is received and approved by the Office of University Housing postmarked on or before June 1, 2021 for Fall Semester will result in a refund of the housing administration fee. A student signing an agreement beginning with the 2022 Spring Semester will have until November 15, 2021, to request the cancellation and refund of the housing administration fee. **A request received after these dates will result in the forfeiture of the housing administration fee by the student. Should the agreement be signed after June 1, 2021 (for fall) or November 15, 2021 (for spring), and you decide to cancel, you will forfeit your housing administration fee.**
 - b) **Graduate, non-enrollment, student teaching, internship, marriage:** The student may request cancellation of this agreement for spring without forfeiture of the housing administration fee for reasons of non-enrollment, student teaching, internship (six credit hours or more), graduation, or marriage, by filing a written request with the Office of University Housing by November 15, 2021. Students who are academically suspended/dismissed from the University will not be eligible to receive their housing administration fee.
 - c) **Termination of this agreement occurs automatically when a student's enrollment terminates.** In the event that a student's required enrollment terminates, the student must vacate University housing pursuant to Section 9 of this agreement.
 - d) **Buy-Out Clause**
 - i) **Withdrawal from the University:** If the student withdraws from the University during the term of this agreement, the student will forfeit the housing administration fee and agrees to pay for (1) room occupancy to the date of checkout, plus fifty percent (50%) of the room rate for the remainder of the semester in which checkout occurs. Should the student voluntarily withdraw from the University prior to 5 p.m. the first class day after the Labor Day holiday, the student will forfeit the housing administration fee and will only be responsible for meals served (if on a meal plan) and room occupancy to the date of withdrawal.
 - ii) **Cancellation by student remaining enrolled at the University and termination by UCM:** If the student voluntarily requests cancellation of this agreement or is removed for disciplinary reasons and remains enrolled at the University, the student shall forfeit the security deposit and further agrees to pay for room occupancy **throughout** the remainder of the spring semester.
- 9) **Vacating of Premises:** In the event of cancellation or termination of this agreement, the student hereby agrees to vacate all UCM housing facilities within 48 hours of notification of such cancellation or termination. The student further agrees to vacate all UCM housing facilities prior to the date and time of closing of such facilities as stated in the schedule issued by the Office of University Housing. This includes vacation/break periods. If student is declared a No-Show (as stated in 3-b), the deposit will be forfeited with no other penalty as long as the student is not enrolled at UCM.
- 10) **Pets:** There are no pets permitted in University Housing.
- 11) **Room Entry:** The University reserves the right for authorized University representatives to enter all rooms for housekeeping purposes, repair or maintenance, health, safety, or disciplinary reasons.
- 12) **Limitation of Liability:** Consideration being provided in permitting student to enter into this Residence Hall Agreement, student hereby agrees to hold harmless and release, waive, discharge and covenant not to sue UCM for any and all claims for liability on account of death or injury to person or property of student of any kind or nature whatsoever arising out of or in any way connected with student's use of the room and/or building; specifically including those arising out of UCM's own negligence or misconduct.
- 13) **Missouri Agreement:** This agreement shall be construed and interpreted in accordance with the laws of the State of Missouri and venue and jurisdiction for all actions shall be in Warrensburg, Johnson County, Missouri.

Equal Education and Employment Opportunity/ADA Compliant

IMPORTANT NOTES:

* Students submitting an agreement for both the fall and spring semesters are bound to the terms of agreement for both semesters.

Students who submit an agreement for the spring semester only are bound to the terms for the spring semester only.

* Insurance is the responsibility of the student to cover (#6 above).

* Those wishing and who are eligible to move off campus after the Fall Semester must buy out their agreement for the Spring Semester.

* Freshmen and sophomore students who are under 21 years of age and have not satisfied the on campus living requirement will be required to choose from specific meal plans.