

## University Housing Agreement

Welcome to Mayville State University (MSU). This application is the first step toward living in a residence hall at MSU. This document might have changed since you last read it. It was last updated on 04-19-2020.

### Live-On Requirement

It is the policy of Mayville State University that all students live in a University Residence Hall for their first four semesters of college; **most First-year (Freshmen) and Sophomore students are required to live in University Housing**. The policy is grounded in decades of research that clearly shows students' grades correlate to the type of living environment they choose. When sorted by residence-type, the best performing students are consistently those who live in residence halls.

A Student who wishes to be exempted from the Housing Requirement and believes s/he is eligible to be exempted may submit the appropriate request. Criteria to request a release from the Live-On Requirement are stipulated by the Student Affairs Committee. Student understands an application to waive the Live-On Requirement shall be submitted each semester that Student, on the first day of classes, has fewer than 60 credits earned and is under the age of 21. The Director of Student Life may submit a charge for on-campus housing, for all or part of the semester(s) at issue, to the student account of each student classified as a Freshman or Sophomore when the student is registered for classes but has not been approved for an exemption from the policy. Additionally, students who are not exempted and are registered for the current semester may have a "hold" placed on their account, may be charged for thus violating the *Code of Student Rights and Responsibilities*, and may be prevented from registering for subsequent semesters until the issue is resolved.

### Relationship

The relationship created by the University Housing Agreement between (MSU) and the Student is that of licensor and licensee, and NOT that of landlord and tenant. The Student must be officially admitted and enrolled for creditbearing coursework at MSU and be making satisfactory academic progress to live in the residence halls. MSU reserves the right to provide priority assignments to students who are classified as full-time and are in good standing in academic degree programs and whose conduct at MSU has not been determined by the Office of Student Life to be incompatible with community living.

The Student must officially check out of the residence hall if he/she is not enrolled in classes, withdraws, or is withdrawn from MSU. MSU does not discriminate based on sex, race, color, sexual orientation, national origin, citizenship, religion, veteran status, age, or disability. The term of this Agreement begins when a student is admitted to MSU and continues until the residence halls close at the end of the spring semester, unless the student withdraws from MSU before checking in to a residence hall, or canceled by MSU.

This Agreement specifically does not cover the Winter Break period or the Spring Break period, including weekends preceding and following the announced dates for Winter or Spring Breaks.

## Housing Application

The housing application is completed online. Students will apply at [https://prdhousing.ndus.edu/masu\\_thdss/overview.cfm](https://prdhousing.ndus.edu/masu_thdss/overview.cfm). At the time of application, a student will pay \$130. This amount includes a \$30 non-refundable application fee and a \$100 first housing payment. This first payment is refundable on or before July 31 (or January 2) if a student cancels their housing application. Cancellations may be completed through the housing module at the site above or may come as an email addressed to [student.life@mayvillestate.edu](mailto:student.life@mayvillestate.edu).

## Actions

Resident student agrees to:

1. Know, observe and comply with the terms and conditions of this agreement, all federal and state laws, all MSU policies and regulations governing student conduct including the MSU Student Code of Conduct and University Housing Student Handbook, and policies governing Computer, Internet and Electronic Communications, and other subsequent policies or regulations that MSU may adopt or publish during the term of the agreement.
2. Understand deadlines, including deadlines related to move-in or move-out, cancelation of classes, or other actions by either the Student or MSU, and that these deadlines may carry late charges or otherwise effect the terms of this agreement.
3. Recognize that MSU is not liable for loss, theft, or damage of personal property. MSU does not offer insurance coverage for personal property. Students should determine prior to attending the extent to which a parent's homeowners' insurance will cover loss and/or privately obtain renters' insurance coverage for personal property. Renter's insurance is highly recommended.
4. Maintain the assigned space in a safe manner and in good condition for the entire term of the agreement. Room furnishings shall not be removed or stored. Public area or lounge furnishings shall not be moved into a student's room. It is the student's responsibility to restore the room to its original condition prior to check out.
5. Apply, as needed, for special accommodations for service needs. Such requests are forwarded to the Director of Student Success and Disability Support Services. Note that pets are not permitted in University Housing.
6. Move to a different room if required by University Housing staff for behavioral or administrative purposes. Students may not sell, sublease, or assign the room to anyone else at any time. Use of a room for commercial purposes is expressly prohibited.
7. Not move out of the residence hall without obtaining an approved University Housing Agreement Release or without officially completing the check-out process. A student vacating his/her assigned space without an approved written release from University Housing will be held responsible for the financial commitments of the entire term of the agreement, including the portion remaining after the student vacates the room.
8. Accept responsibly and liability for University key(s). When combined with the student's ID card, the student is able to access the building, an individual floor or wing, and one's suite and/or bedroom door. It is the student's responsibility to obtain and keep possession of his/her student ID and room key. If a key is lost, stolen, or otherwise not returned to the University, the Student understands that s/he will be charged applicable key replacement and/or lock change fees for

each time a new key is issued and/or locks are changed. The Student understands that s/he is responsible for turning in key(s) at the time of check out, and if Student fails to do so, key replacement and/or lock change charges will apply.

9. Additional charges stemming from damage related to a students' behavior and/or negligence, or charges related to violations of policy or student expectations, may be placed on a students' account. Appeal procedures are available. Students residing in University Housing must provide vaccination documentation per NDUS Policy 506.1. See [http://www.mayvillestate.edu/index.php/download\\_file/view/371/171/](http://www.mayvillestate.edu/index.php/download_file/view/371/171/)
10. University Housing reserves the right to change, cancel, or consolidate room assignments at any time due to academic ineligibility, discipline, safety, health, or administrative reasons. University staff or other designated agents necessary to the operation of the residence halls may be authorized by the Director of Student Life to enter a student's room at any time to verify inventory records or occupancy, perform maintenance, perform investigations or enforce safety, health, or other standards, including those found in the [Code of Student Rights and Responsibilities](#) or the [Residence Hall Handbook](#).
11. MSU reserves the right to terminate this agreement by written notice with due process if a student fails to comply with any terms and conditions of this agreement, and may immediately terminate or suspend the Agreement for any purpose including but not limited to behaviors that disrupt the residential community or the educational environment, including but not limited to the safety and security of community to include harming or threatening to harm oneself or others, the use, misuse, and/or possession of alcohol and/or other drugs, or due to outstanding account balances owed for student housing fees.

### Room Placement

Student will be invited to request living accommodations – in the form of roommate(s) of choice or building of choice – at the time of application. Requests for housing can be changed or modified, both before and after a student is placed. Attempts to meet the primary request will be made. We do have a limited number of spaces on campus and will not require another student to move to accommodate a request.

Procedurally, returning Students will have preference to contract for and select their exact room during the “room sign up period,” roughly February to mid-April. New Students, then, are invited to self-select their room using an announced protocol. Students who not complete a room selection may be assigned to a room in a manner that matches MSU's interpretation of the request, to the extent that a supply of such rooms continues to exist; or the application may be held in a queue and an assignment will be made only after the student is recorded as having scheduled her/himself to attend a registration session, some other action that demonstrates intent to enroll, or when s/he shows up for the semester if no other communication has occurred. A student about whom we have no further information may be placed in an “emergency” or temporary assignment until a regular assignment is identified for the student.

### Vacating during the school year

A Student who apply to terminate their contract due to ending their enrollment in the University or who at semester becomes eligible for off-campus housing (see Request for Release from University Housing Residency Requirement/Contract), and is approved for the contract termination: Student Account may receive charges resulting from additional services, fees or fines, or recovery for damages. Failure to clean one's room or return issued keys are examples of damages.

Students whose contract and/or eligibility for enrollment is canceled by the University at semester and/or Student who cancels his/her contract due to non-enrollment prior to the spring semester may request to remove belonging during the semester break. No spring semester charges are applied to the accounts of Students who remove all belongings prior to the first day the residence halls are open for the spring semester. A Student who has belongings in a residence hall room on the first day the residence halls are open for the spring semester will be charged for that room in accordance with the refund schedule (<http://www.mayvillestate.edu/current-students/paying-school/business-office/refunds/>). Charges continue to apply until items are removed from the room and key(s) returned.

If MSU staff, informed by the [Abandoned Property Policy](#), remove the student's effects, student is assessed for packing and storing of belongings, cleaning of room, and any damages. Items may be released to the student or may be shipped, after the student (a) reconciles the account with the university Business Office and (b) provides a form of prepayment for the shipping cost of the items.

### 2020-21 Meal Plans and ID Card Usage

All Resident Students (Agassiz, Berg, and Birkelo Halls) are required to contract for a meal plan. Meal plan changes can be processed during the meal plan change period at the start of each semester. Students who withdraw from the University are eligible to a refund of the meal plan according to the established refund schedule. Funds are returned to the student's account with the University and Business Office. The ID Card is a means to transact with the dining facilities or gain entry into campus events and buildings. Students are responsible for keeping physical control of their card, reporting lost/stolen cards as soon as practicable, and using the card in legal and permissible ways. Dining refunds are generated when Student terminates, with legitimate grounds, a dining plan. A final usage is tabulated and a handling fee is determined, and both are deducted from the original amount collected from the student such that the University determines a refund due to the student.

### 2020-21 Housing Rates

- (1) All resident students are charged an RHA Activity Fee. This fee is not refundable to students who vacate after taking possession of a room.
- (2) [2020-21 Housing Rates](#)
- (3) Room changes: when a student moves from one Room Type/Price Tier to another, the refund policy indicates the percentage be calculated from each full semester tier rate to determine the effect on the student's bill. Changes will be reflected on the Student's university account.

- (4) When a student withdraws from the University and thus leaves their housing assignment, and when a balance exists for unused housing, a refund is generated to Student's university account consistent with the refund schedule.
- (5) Application for Double-as-a-Single When a student completes a housing application, they can indicate a desire to have a double-as-a-single. These are rare – we really don't have the extra rooms to offer these, even when substantial rationale exists. Double-as-a-Single is granted: (a) based on space availability. We typically have more students at the beginning of the year, and sometimes spaces open up as students withdraw from the University. (b) medical needs. If you believe you have a qualifying medical situation, contact the Director of Student Success and Support Services for application information. (c) building preferences. It is possible that one building will have no double-as-a-single applications awards, while another has several. This is a function of students selecting their living environments. (d) classification and/or age and/or date of application are factors that may be applied at the discretion of the University.

It is true more returning students will have a double-as-a-single, than new students will.

Agreement: By merit of being admitted to the University, MSU assumes the student competent to sign this License Agreement. The terms of the University Housing Agreement bind the student to the financial responsibility for a housing assignment and a dining contract for the entire contract term. Students will only be released from the obligation to pay for their housing and meal plan if the University Housing Agreement Release request is approved. Exceptions or changes to this agreement are not valid unless the Director of Student Life or his/her designee has confirmed such changes in writing.