

STATEMENT OF TERMS AND CONDITIONS OF OCCUPANCY

SECTION ONE: INTRODUCTION

The purpose of this document is to establish the terms and conditions of occupancy in The Loft apartments. This document and The Loft Reservation Application together constitute an offer by the University to contract with the Student indicated above for housing facilities. The Student may accept this offer by signing the agreement and returning it to 313 Nelson Hall. You are encouraged to make a copy for your records. When this contract is signed and returned to 313 Nelson Hall, and accepted by the University, it establishes a binding contract between the Student and Mississippi College.

SECTION TWO: ELIGIBILITY

During the term of this lease, a resident must be currently enrolled as a female graduate student 21 yrs or older and registered during each applicable semester to take classes at Mississippi College.

SECTION THREE: NUMBER OF OCCUPANTS

The Student agrees that the apartment shall be occupied as a place of residence by no more than one person (The Student) in the one bedroom apartment. Visitation by members of the opposite sex is permissible from Noon to Midnight each day.

SECTION FOUR: RESERVATION FEE

A non-refundable \$250.00 reservation fee is required upon the signing of this contract.

SECTION FIVE: PERIOD OF CONTRACT

Mississippi College desires to provide housing for students at the lowest possible rate; and for that reason, this contract is for a specific time period (fall/spring term, spring/summer term, etc.), or if entered into after the beginning of that time period, for the remainder of that period. This contract may be terminated upon graduation, as outlined in Section Eight, without penalty, if a properly executed Intent to Vacate Form is received by the University two months prior to graduation and the apartment is vacated during the checkout period associated with that graduation. If cancellation/move-out occurs any other time than stated above, then a \$250 fine will be assessed.

SECTION SIX: PERIOD OF OCCUPANCY

The period of occupancy will start upon the execution of this lease/contract and/or receipt of keys and will terminate upon the completion of a proper check-out. At that time, the student will vacate the apartment; complete a proper Check-out which includes meeting with a Residence Life Office staff member and return of all keys to the apartment to the Residence Life Office, Nelson 313, to avoid further charges. **Subleasing an apartment is never permitted. This contract may not be transferred or assigned to another person. There is a maximum of two (2) years residency per student, no matter what degree(s) are being pursued.**

SECTION SEVEN: FINANCIAL OBLIGATIONS

A. The resident agrees to pay the University the amount of \$4000 per semester (\$1800 for Summer) for a 1-bedroom apartment as a monthly rental, exclusive of the reservation fee.

B. Payment shall be due according to established applicable payment schedules, as provided by the Bursar's Office. A payment plan is available by contacting the Bursar's office, but must be made well in advance of the Bursar's first payment date.

C. Students receiving student financial aid should consult with the Office of Student Financial Aid to determine the effects, if any, on financial aid awards and refunds.

D. The University reserves the right, subject to the approval of the Board of Trustees, to raise, lower, or modify room and board charges without notice.

SECTION EIGHT: CANCELLATION

A. CANCELLATION BY THE UNIVERSITY

The University, at its option, may terminate this lease/contract with the Student if: (1) the Student fails to meet or violates any provisions of this lease/contract; (2) the Student becomes 30 days delinquent in paying his (her) rent or any portion thereof; (3) the Student commits a violation of the University or Housing regulations as stated in the "Student handbook" located at <http://www.mc.edu/student-life/student-handbook/> or in The Lofts move-in forms, newsletters, or the "Guide to the Lofts" handbook given to you at move in and/or located at www.mc.edu/offices/residence-life which are made part of this lease/contract as if copied in full herein; (4) the Student fails to enroll in graduate-level academic hours for the fall or spring semesters; (5) the Student fails the health/safety inspection, and refuses to correct the violations; or (6) the University plans to begin construction/renovation on the area in which the unit is located during the term of this lease/contract. Cancellation of the lease/contract for the above reasons may result in the eviction of the Student upon 15 days notice. If the University determines that the continued residency of the Student would pose a danger to the life, limb, health, or general well-being of other members of the residential community, in which case the student may be evicted upon 24 hours notice. Students who are evicted from housing due to non-payment of fees on their student account are ineligible to return to housing. Once the debt is cleared through the Bursar's Office, the student will be eligible to reapply for housing. The decision as to placement of the student back into housing rests with the Associate Dean of Students and Director of Student Life or designee, and will be made on a case-by-case basis.

B. CANCELLATION BY THE STUDENT

1. Upon completion of graduation requirements by the Student who subsequently leaves the University, the Student may terminate this lease/contract for the contract period, if an **Intent to Vacate Form** is received by the Office of Residence Life two months prior to graduation.

SECTION NINE: UTILITIES

Electricity, basic cable, water and internet service is furnished as part of this Lease Contract. The University will NOT provide long distance phone service. The University reserves the right to bill the student for excessive utility usage.

SECTION TEN: FURNISHINGS

The apartment is furnished with one full (double) bed, dresser, couch, small kitchen table and chairs, refrigerator stove, and dish washer. All of these furnishings must remain in the apartment and may not be stored offsite. The resident is financially responsible for any missing or damaged furnishings. A laundry room is located on the first floor of the complex exclusively for use by residents of the Olde Towne Lofts. Non residents of The Lofts (even guests of a resident, are prohibited at all times from using the laundry facilities

SECTION ELEVEN: ANIMALS

The Student shall keep no domestic or other animals except aquarium fish on or about the lease premises. Damages to floors, ceiling, furniture, or furnishings caused by bowl/tank leakage or breakage will be the responsibility of the leaseholder. Possession of fish must be noted on the inventory form. A fifty (\$50) dollar fee will be charged for bug spray treatment and judicial charges may be filed against the student if other animals are found.

SECTION TWELVE: ENTRY FOR INSPECTION, ETC.

The University shall have the right to enter the leased premises for inspection whenever necessary to make repairs, alterations, safety/health inspections, pest control, etc., of the apartment, or to retrieve rented goods for which the account is in arrears. Additionally, the university, or a designee, reserves the right to enter the premises to respond to an emergency situation. The apartments will be periodically inspected for health/safety violations. If violations are found, the occupant will have sufficient time to correct the violation. If the violation is not corrected, the student will be billed for the violation and it will be corrected by the Physical Plant staff. Students may face judicial charges and continued violations will result in termination of the lease/contract by the University. Tampering with fire safety equipment is strictly prohibited and violators will be prosecuted to the fullest extent of the law. Actions by the resident that cause the activation of the sprinkler system will result in a minimum of a \$1000 fine, plus cost of repair for damage to any part of the apartment and/or other section of the building.

SECTION THIRTEEN: PARKING

All residents of The Lofts will receive a commuter parking decal issued by the Mississippi College Department of Public Safety in Alumni Hall. All residents of The Lofts are expected to adhere to all existing parking/traffic regulation

SECTION FOURTEEN: VACATING THE PREMISES

Upon graduation the resident agrees to vacate the Loft within 72 hours after the date/time of graduation. Checkout of the Lofts must be done through a residence life staff member. A scheduled appointment time for checkout must be made five business days prior to time of checkout. This appointment must be made with the Office of Residence Life. Failure to checkout properly and according to conditions of this contract will result in a \$250 fine assessed to the student's account with the business office and will result in a "HOLD" being placed on that account. This will prevent transcripts from being issued and the student account will be referred to a collection agency.

SECTION FIFTHTEEN: LIABILITY

The University does not assume any legal obligation to pay for the loss of or damage to The Student's personal property. **The university strongly encourages that The Student obtain renter's insurance that would cover their personal property.** The Student is responsible for the accommodations assigned and shall reimburse the University for all damages within or to said accommodations. The Student is responsible for any disturbances, including those caused by their guests, which take place in said accommodations or on the premises, and will be held accountable for such. The student may face judicial charges for damages and/or necessary cleaning. Any and all charges will be assessed to the Student, or Students, by the University and must be paid promptly. Failure to pay assessments will result in a hold on a Student's registration, graduation, and/or transcript. All unpaid bills will be forwarded to a collection agency by the Bursar's office.