

This agreement is made and entered into by and between The Curators of the University of Missouri, hereinafter referred to as "UMSL," and the student identified on this contract, hereinafter referred to as "Student". Students are billed according to the UMSL fee schedule. For more information contact the Cashier's Office at 314-516-5151. By signing this contract the Student will be deemed to have accepted and agreed to be bound by this contract, in its entirety, including such documents, terms, and conditions as are contained and referenced herein.

This contract is for any of the following style accommodations in either Oak Hall or Villa Hall (each, a "Residence Hall") on UMSL campus. Subject to availability, we will determine the specific bed space and room number on or before the starting date of this contract, taking into account, where reasonably possible, Student's preferences as previously provided.

The Starting Date is **08/22/2014** and the Ending Date is **05/15/2015**. The contract Term is the length of time between the Starting Date and the Ending Date. The Contract starts on the Starting Date, and ends at noon on the Ending Date. You cannot occupy your Premises until we have received completed and executed contract documents as set forth below.

Oak Hall Room Options

Single room in 4-bedroom suite	\$3,295 semester	\$6,590 annual
Double room	\$2,640 semester	\$5,280 annual

Villa Hall Room Options

Small single room, no bath	\$2,225 semester	\$4,450 annual
Small single room, private full bath	\$2,370 semester	\$4,740 annual
Small single room, private half bath	\$2,310 semester	\$4,620 annual
Standard single room, no bath	\$2,695 semester	\$5,390 annual
Standard single room, shared half bath	\$2,735 semester	\$5,470 annual
Standard single room, shared full bath	\$2,760 semester	\$5,520 annual
Standard single room, private half bath	\$2,780 semester	\$5,560 annual
Standard single room, private full bath	\$2,830 semester	\$5,660 annual
Large (super) single, no bath	\$2,925 semester	\$5,850 annual
Large (super) single, shared half bath	\$2,970 semester	\$5,940 annual
Large (super) single, private full bath	\$3,060 semester	\$6,120 annual
Large (super) single, shared full bath	\$3,004 semester	\$6,008 annual
Villa Honors & Optometry Students only	\$2,255 semester	\$4,510 annual

Meal Plan Options

Option 1	This includes 100 meals per semester & 350 Declining Balance (DB) \$1,599 per semester.	\$3,198 annual
Option 2	This includes 150 meals per semester & 250 Declining Balance (DB) \$1,790 per semester.	\$3,580 annual
Option 3	This includes 200 meals per semester & 150 Declining Balance (DB). \$1,840 per semester.	\$3,680 annual
Option 4	Includes ALL Declining Balance of \$1650. \$1,675 per semester.	\$3,350 annual

***First-year residents must select meal plan options 1, 2, or 3.**

Your application selections for room request and meal plan choice can be viewed in MyHousing and MyView once a room assignment has been given. If you wish to change your request or have questions contact The Central Office for Residential Life and Housing.

UMSL reserves the right to change fees and other charges at any time without advance notice.

1. POSSESSION: With this contract, UMSL offers to the Student an available space in a Residence Hall for the above referenced contract period. This contract must be electronically signed by Student and the required payment received by UMSL Cashier's Office before a binding contract between the Student and UMSL is established. At such time a space will be assigned to the Student. It is understood that the Student must be enrolled at UMSL during the entire term of this contract.

The Student agrees that failure to occupy assigned accommodations on or before the first day of classes of the period covered by this contract without having given written notice to the Office of Residential Life may result in accommodations being assigned to another student, but delayed arrival and re-assignment of room does not relieve the Student of the responsibility to accept other accommodations, if any, made available by UMSL. The Student agrees that accommodations cannot be reassigned by the Student to another student.

The Student agrees to complete and submit to the Office of Residential Life the unit inventory upon receipt of the unit. The Student agrees to take good care of the premises and its contents, to commit no waste on or about the premises, and at the termination of this agreement to return the premises and its contents clean and free from trash and in the same condition as when received except for such ordinary wear and tear as reasonable and careful use would have caused. The Student shall make no alterations, additions, or improvements in or to said premises except with the prior written consent of UMSL, which consent may be given or withheld by UMSL in its discretion.

The Student is and shall be responsible and liable for any and all injury or damage done to the said premises, to the building in which the same are located or to any and all property of UMSL or other tenants caused by the Student's acts or omissions, or by those of the Student's family, servants, guests, or other persons whom the Student permits to be in or about the premises. The Student agrees to reimburse UMSL for all damage to the structure in which the Student is housed and all damage to, or loss of, any UMSL fixtures, furnishing, or personal property furnished under this contract caused by the acts or negligence of the Student. Student agrees to reimburse UMSL for damage to common areas of the facility when individuals causing the damage cannot be identified. The Student shall not operate or use any equipment furnished by or belonging to UMSL contrary to written operating instructions concerning the use of such equipment. The Student shall pay the expenses of replacing all keys lost or broken.

- A. **RELOCATION/ CONSOLIDATION:** At any time, when space is available, the Residential Life Office reserves the right to change your assignment from one bed space in a building to another in the same or any other Residence Hall. Students will receive a written notice of such change, at which time the student has forty-eight (48) hours to complete the change. After such period the Student will be charged double occupancy until the change is completed. In the event that the accommodations assigned to the Student are destroyed or otherwise made unavailable and UMSL does not furnish other accommodations, this contract shall terminate and all rights and liabilities of the parties hereto shall cease and the right of UMSL and the Student to payments previously made by the Student shall be pro-rated on the basis of the period for which accommodations were available to the Student.
- B. **RIGHT OF ENTRY:** The University of Missouri-St. Louis and The Department of Residential Life may, without notice, at any time, enter a room for any reason that we deem to be reasonable. Some reasons for entry may include, but are not limited to, one or more of following: responding to your request; repairs; estimating repair or refurbishing costs; pest control; preventative maintenance; testing or replacing smoke-detector batteries; retrieving unreturned tools or appliances; preventing waste of utilities; leaving notices; stopping excessive noise; removing health or safety hazards; welfare concern; entry by a law-enforcement officer with search or arrest warrant or in hot pursuit.
- C. **HOLIDAYS AND BREAKS.** Oak Residence Hall is officially closed during designated breaks as announced in the University calendar. Holiday and summer housing may be available for an additional fee. Villa Hall Residence Hall does not close during university holidays or breaks.

2. MEAL PLAN: UMSL requires that each student living in the Residence Halls have a meal plan. The services are provided under the terms and conditions herein stated. Services are provided by SODEXO please refer to www.UMSLDINING.com for hours and locations. Meals will not be served during catalog scheduled recess periods, as declared by UMSL. Students may check balance on request through Sodexo. Unused declining balances not used by **June 30, 2015** will be forfeited and not refunded.

The default mandatory meal plan is Option 1. Upgrades or changes to meal plan options may only be selected during the first two weeks of the fall and spring semesters, and must be submitted in writing by completing our meal plan change form in the Department of Residential Life.

3. NO PETS: Except for service animals and as required by law, no pets are allowed in any Residence Hall; with exception of fish (the aquarium can be no larger than five (5) gallons). We will assess a fine of \$50.00 if you violate this policy. If a pet is discovered in the Student's room, the Student must remove the pet and all related materials and equipment within 24 hours. If UMSL must remove the pet, the Student will be responsible for all related charges.

4. FIREARMS/WEAPONS: UMSL does not allow firearms and other weapons on University property. The Student must comply with all federal, state, and local laws and University regulations pertaining to all weapons including, without limitation, explosives, bows and arrows, illegal knives, martial arts weapons, air rifles, BB guns, or any other object that can be construed as a weapon.

5. EMERGENCY NOTIFICATION RELEASE: By electronically indicating below, Student expressly authorizes UMSL personnel to notify a parent, legal guardian, or other family member in the event of an emergency in which you the Student are incapacitated and/or unable to make such notification on your own accord. In this instance UMSL personnel may release any and all information regarding your condition and will not be held liable for the release of such information. I authorize UMSL personnel to release any and all information regarding my condition to a parent or legal guardian if I am incapacitated.

6. COMMUNITY GUIDE/RESIDENTIAL POLICIES: You and your guest must comply with all written rules and policies for the University of Missouri-St. Louis, the Student Code of Conduct, and the Department of Residential Life's Community Guide/Residential Policies, as the same may be updated from time to time. Copies of the policies for Residential Life may be found on the UMSL website at <http://www.umsl.edu/services/reslife/files/pdfs/Residential%20Life%20Community%20Guide%20and%20Policies.pdf>.

7. LIABILITY: UMSL and its agents shall not be liable to the Student, or any person claiming through or for the Student, for any injury to the person or loss of or damage to property from any cause without in any way limiting or restricting the generality of the above. UMSL and its agents shall not be liable for any claims arising from damage by water from plumbing, heating equipment, drains, ice, snow, flood, sewer or drain overflow and/or backup, nor from the fact that the building or any part thereof, and the appurtenance of equipment, furnishings, fixtures, or apparatuses located in the premises or in the building of which the premises are a part, are out of repair, or on account of any claim arising out of any act of an employee of UMSL, or of any tenant occupant of the building of which the premises are a part.

8. CANCELLATION: Students may request cancellation of this contract on the following terms and conditions:

- A. All cancellation requests must be received in writing by the Office of Residential Life. Room charges will continue to incur until a written cancellation is received.
- B. Meals plans will be removed upon cancellation and student will be partially refunded for remaining meal balances.
- C. Students that officially withdraw or graduate from the University of Missouri – St. Louis **will not** be assessed a cancellation fee. Student **will be** responsible for incurred room charges.
- D. **Fall Student Cancellation charges:**
 - 1. Students who cancel by July 15th will be charged Four Hundred Dollars (\$400).
 - 2. Students who cancel between July 16th and August 21st will be charged Six Hundred Dollars (\$600).
 - 3. Students who cancel between August 22nd and October 16th will be charged a Six Hundred Dollar (\$600) cancellation fee plus daily room charges.
 - 4. Students who cancel on or after October 17th must pay the entire semester fee for room charges and the meals will be prorated and a refund of unused meals will be issued.

Spring Student Cancellation charges:

- 1. Students who cancel by December 15th will be charged Four Hundred Dollars (\$400).
- 2. Students who cancel between December 16th and January 16th will be charged Six Hundred Dollars (\$600).
- 3. Students who cancel between January 17th and March 17th will be charged a Six Hundred Dollar (\$600) cancellation fee plus daily room charges.
- 4. Students who cancel on or after March 18th must pay the entire semester fee for room charges and the meals will be prorated and a refund of unused meals will be issued.

9. TERMINATION BY UMSL: Withdrawal (suspension/dismissal) from the University for any reason, violation of any law, and/or regulations of UMSL or of the Residence Halls, or any other conduct on the part of the Student deemed to be such as to remove the student from the Residence Halls, for the best interest of the other residents shall constitute grounds for the termination of this contract by UMSL. Failure to be enrolled during the contract period may serve as grounds for termination of this contract by UMSL. In case of such termination, Residential Life will deliver **WRITTEN** notice to the Student (by mail, giving to Student directly, or by leaving notification in Student's room) stating the effective hour and date of termination.

10. STUDENT AGREEMENT: The Student agrees that this contract is FOR THE ENTIRE CONTRACT PERIOD or, if this contract is for accommodations after the beginning of the contract period, FOR THE REMAINDER OF THE CONTRACT PERIOD after the effective date of the assigned accommodations. The Student agrees to make payment of all charges regularly fixed for the accommodations assigned and meal plan selected. If the Student is under 18 years of age, the **Parent** or **Guardian** agrees to make payments of all

charges. The Student agrees that this contract cannot be canceled either before or during the contract period except under the terms set forth in the Cancellation and Termination sections of this contract. The Student agrees that failure to satisfy the financial obligations accrued under this contract by the end of the semester may have consequences, including but not limited to the withholding of Student's meal service, transcript, and/or diploma, and/or re-enrollment opportunity at the University.

The Student and UMSL hereby agree to all the terms, conditions, and provisions set forth and in conjunction with this contract and in other documents, and websites, which are incorporated by reference to this contract, which together form the entire agreement between the parties hereto with respect to the subject matter hereof.

A handwritten signature in black ink, reading "Jonathan Lidgus", written over a horizontal line.

Jonathan Lidgus, Director of Residential Life
For: The Curators of the University of Missouri