

Room Assignment _____

Mail Box Number _____

Murray State College Foundation Student Housing, LLC

as operated by Murray State College (MSC)

One Murray Campus, Tishomingo, Oklahoma 73460 (580) 371-2371

Four Bedroom Student Housing Contract – Academic Year Contract 2009-2010

Name: _____ Female Male
Last First Middle

What do you prefer to be called? (First, Middle, Last or Nickname) _____

Student ID/SS#: _____ Date of Birth: _____

Home Address: _____
City State Zip

Home Telephone Number: _____ Cell Phone Number: _____

Classification at MSC: Freshman Sophomore Major: _____

Room and board is based on student housing rent coupled with the required selected food service plan. **PRICES ARE SUBJECT TO CHANGE. PLEASE REFER TO THE BUSINESS OFFICE FOR CURRENT COSTS. DISCOUNTED RATES ARE AVAILABLE FOR STUDENTS ASSIGNED TO MCKEE HALL.** (All food service plans may be used Sunday through Saturday with no carry over of cafeteria meals.)

<i>Aggie Suite: Fall & Spring Semesters</i>		<i>Summer Semester</i>	
___ 15 meals a week	\$2700.00 (per semester)	___ 15 meals a week	\$1500.00
___ 19 meals a week	\$2900.00 (per semester)		

Name of suitemate requested (suitemates must request each other): 1) _____

Emergency Contact Information: _____		
Name	Relationship	Phone Number

*Individuals with special needs must make requests for accommodations in writing through the Director of Student Life/Residence Housing Manager.

CONTRACT TERMS AND CONDITIONS

Lessor = Murray State College Lessee = Murray State College Student

1. **Eligibility and On-Campus Residency Requirement.**
 - A. To be eligible to live in student housing, a resident must be at least 17 years of age and enrolled full time at Murray State College.
 - B. Resident must participate in a food service plan.
 - C. The Lessor reserves the right not to contract with residents who have violated the terms and conditions for housing contracts or college rules or regulations, or who have a past due balance with the college.
2. **Contract Period.**
The period of this contract is from August _____ through May _____.
3. Convicted felons and those convicted of misdemeanors involving violence or drug abuse are not permitted to stay in campus housing. Falsification in response to these questions will result in disciplinary actions, including immediate termination of this agreement.
Have you ever been convicted of a felony?
___ Yes ___ No

Have you ever been convicted of a misdemeanor involving violence or drug abuse?
___ Yes ___ No
4. **Security Deposit.**
 - A. A \$200 deposit is required if you are contracting for on-campus student housing, of which \$50 is non-refundable. This contract does not guarantee availability of rooms. If a room is not available, the \$200 deposit will be refunded.

- B. The security deposit is not an advanced payment of rent or a measure of damages in case of default or damage.
- C. **Termination of contract after signing of this agreement shall result in forfeiture of security deposit.**
- D. After permitted deductions, the balance of the security deposit and an itemized accounting of any deductions will be mailed to resident no later than thirty (30) days after expiration of this contract and resident vacating the student housing.

5. **Rent.**

Resident will pay total rent each fall/spring semester for a single room in a four-bedroom student housing suite in advance and without demand, at the Murray State College Business Office on or before payment date, which is the first day of classes. Rent unpaid after the due date is delinquent and will authorize all remedies in this contract up to and including suspension of meal cards and/or eviction. If all rent is not paid on or before the due date, resident agrees to pay a late charge of \$30.00. **If the resident moves during the contract period, the resident is responsible for the full contract amount.**

6. **Utilities.**

The Lessor will pay all utilities. Utilities shall be used for normal household purposes and not wasted.

7. **Termination of the Contract by Resident.**

After the resident has signed a student housing contract, the contract may be terminated by the resident only for official withdrawal from the college or upon graduation. **When the resident withdraws from the college during the contract period he/she is responsible for room and board charges for that academic term and the security deposit is forfeited.** If the resident re-enrolls during the contract period, the resident shall be subject to the terms of this contract.

8. **Termination of the Contract by the Lessor.**

The Lessor may terminate this contract and require resident to vacate for, but not limited to, the following reasons:

- A. Failure to meet financial obligations satisfactorily.
- B. Failure to register for and attend the required number of credit hours.
- C. Violation of college policy, rules or regulations, including but not limited to, the regulations set out in the current Student Handbook, or violation of criminal law. **Residents removed from student housing for disciplinary reasons shall be responsible for the remainder of the contract.**
- D. Violation of the terms of the contract.
- E. An emergency or casualty rendering the resident's room unsafe or otherwise uninhabitable.
- F. **When the lessor terminates this contract during the contract period the resident is responsible for room and board charges for that academic term and the security deposit is forfeited.**

9. **Assignments/Occupancy.**

- A. Student housing shall be assigned according to year-round contract, cumulative hours, cumulative grade point average (GPA), and other various values as set by the Lessor.
- B. For purpose of operating efficiently, the Lessor reserves the right, upon five (5) days written notice, to relocate resident to another accommodation having similar characteristics.

10. **Occupancy.**

The maximum number of individuals occupying student housing shall be no more than four (4) persons in a four-bedroom suite. No other occupants are permitted. Resident shall not allow anyone to share the student housing, nor shall resident assign, sublet or transfer his/her interest in the student housing without the Lessor's written consent. Maximum occupancy including guests at any one time will be 12.

11. **Conditions of the Premises and Alterations.**

Resident accepts the rooms, fixtures, and furniture AS IS, except for conditions materially affecting health and safety of ordinary persons. A check-in inventory and condition form will be provided to the resident upon check-in. Resident shall note any defects or damages on the form, and return it to the Lessor's representative. Failure to return the form will be an acknowledgement by resident that resident has inspected the student housing, fixtures, and furniture, and that they are in good condition and repair. Resident shall use reasonable diligence in care of the student housing and common areas. Resident is required to clean their room and common areas on a weekly basis or fines may be assessed. Weekly inspections of rooms will be performed by the Resident Hall Manager. Please refer to the Resident Handbook. Resident may not perform any repairs, wallpapering, carpeting, electrical changes other alterations. No holes or stickers are allowed inside or outside of the student housing; however, a reasonable number of small holes for picture hanging will be permitted in sheet rock walls. Upon commencement of this contract, the Lessor shall furnish light bulbs prescribed for wattage for lighting; thereafter, light bulbs will be replaced at resident's expense. When moving out, resident will surrender the student housing in the same condition as when received. Reasonable wear means wear occurring without neglect, carelessness or abuse. Any damages beyond reasonable wear will be replaced and charged to the resident(s).

12. **Liability.**

Murray State College, MSC will not be liable to any resident or guest for personal injury or damage or loss of personal property from fire, flood, water leaks, rain, hail, ice, snow, smoke, lightning, tornadoes, wind, explosions, interruption of utilities, or other occurrences unless caused by Murray State College negligence. Murray State College will not be liable to any resident or guest for injury, damage, or loss to person or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism, or other crimes. Resident is highly encouraged to secure student housing dwellers or similar insurance to cover any loss or damage to personal property. Notice: Resident shall not disconnect or intentionally damage a smoke detector. Resident may be subject to damages, civil penalties, and attorney fees for not complying with this requirement.

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13. Repair and Malfunctions.

All requests for repairs and services must be in writing to the Lessor's representative. The Lessor may temporarily turn off equipment and interrupt utilities to avoid property damage or to perform work requiring such interpretation. In case of malfunction of utilities or damages by fire, water, or similar cause, resident shall notify the Lessor immediately. In case of malfunction of air-conditioning or other equipment, resident shall notify the Lessor as soon as possible on a business day. Resident shall promptly notify the Lessor of holes, broken glass, broken locks or latches, and any condition which materially affects health or safety. Rent shall not abate during such repair periods.

14. Reimbursement.

Resident shall promptly reimburse the Lessor for any loss, damage, or cost of repairs or service caused in the student housing or common areas by improper use or negligence of resident or resident's guests. Unless the damage or stoppage is due to the Lessor's negligence, the Lessor will not be liable for and the resident shall pay for repairs, replacement costs and damages of the following: (1) Damage to furniture, appliances, doors, windows, or screens, (2) Damages from windows or doors left open, or (3) Damages from wastewater stoppages caused by foreign or improper objects in lines exclusively serving resident's student housing.

15. Default by Resident.

- A. If resident fails to pay rent or other amounts owed by resident under this contract; or if resident or resident's guests violate this contract, rules and policies of the college, or fire prevention, health or criminal law; or if any resident is arrested for possession, manufacture, or delivery of a controlled substance, marijuana, or drug paraphernalia as defined in local, state, or federal laws, or if same are found in the student housing; or if resident abandons the student housing, the Lessor may terminate resident's right of occupancy.
- B. Termination of possession rights or subsequent re-letting by the Lessor shall not release resident from liability for future rentals. After the Lessor gives notice to vacate or after the Lessor files eviction suit, the Lessor may still accept rent or other sums due, and such notice, filing, or acceptance will not waive or diminish the Lessor's right of damages, past or future rent, or other sums due. If resident's rent is delinquent and if ten (10) days prior to written notice is delivered to resident, the Lessor may terminate utilities furnished and paid for by the Lessor unless governmental regulations, sub-metering or utility prorations provide otherwise.
- C. If resident abandons student housing or is evicted, any subsequent rentals received by the Lessor from re-letting the student housing shall be credited against **resident's** liability for future rentals (and against any judgment for accelerated rentals); however, the Lessor shall have no obligation to re-let student housing. Resident shall be charged for the Lessor's actual costs for re-letting.
- D. **Contract violations**, including failure to pay any sums due, may also subject resident to college sanctions which may prevent resident from enrolling at the college and from obtaining grades, transcripts, or diplomas.

16. Cleaning.

The student housing, including interior window surfaces, furniture and bathrooms, must be cleaned thoroughly. Move-out cleaning instructions shall be followed. If resident fails to clean in accordance with the instructions, resident shall be liable for reasonable charges to complete such cleaning. This includes charges for cleaning carpets, draperies, furniture, walls, etc., which are soiled beyond reasonable wear. The rooms are all nonsmoking. Therefore, this includes the odor removal of cigarette smoke and other various odors.

17. Right of Entry.

The Lessor reserves the right to enter student housing for routine inspection, in order to meet emergency situations, to make routine maintenance or fire hazard inspections, to maintain minimum health and safety standards, and to enforce regulations.

18. Method of Notices.

All notices for resident must be in writing and may be given to resident by any one of the following methods: (1) regular mail, (2) certified mail, return receipt requested, (3) personal delivery to any resident, (4) personal delivery at student housing to any occupant, (5) E-mail.

19. Meningococcal Compliance Requirement for Students Living in Campus Housing.

Oklahoma Statutes, Title 70 §3244, requires that all students in any public or private postsecondary educational institution in this state who reside in on-campus student housing shall be vaccinated against meningococcal disease or sign a written waiver stating that the student has received and reviewed the information provided on the risks associated with meningococcal disease and has chosen not to be vaccinated.

I HAVE READ AND AGREE TO ABIDE BY THE ABOVE PROVISIONS. I UNDERSTAND THAT THIS A BINDING CONTRACT FOR AN ACADEMIC YEAR AND THAT SIGNING OBLIGATES ME TO ROOM AND BOARD PAYMENTS FOR THE ENTIRE ACADEMIC YEAR. A HOUSING ASSIGNMENT DOES NOT CONSTITUTE ADMISSION TO THE COLLEGE.

SIGNATURE _____

TODAY'S DATE _____