



## Mount Mary University Housing Contract

This agreement is made by and between Mount Mary University (hereinafter referred to as “University”) and the undersigned student (hereinafter referred to as “Student”) for the provision of housing in Caroline Hall (hereinafter referred to as “Room”) and meal service (hereinafter referred to as “Board”) at various locations. For purposes of this agreement, “Room” is defined as the space assigned to Student for occupancy as determined by University, regardless of whether the space is a single room or a suite. University reserves the right to replace Room with an equivalent room at its sole discretion, and all terms and conditions of this agreement shall remain in place regardless of which room Student is assigned.

### I. Eligibility.

- A. All full-time, traditional first-year students entering University directly from high school or are under the age of 21, who are not living at home with their parent(s) or immediate family members, are required to reside in the residence hall for their first full academic year.
- B. Student is enrolled as a degree-seeking student at University.
- C. Priority shall be given to those students with full-time undergraduate status. Accommodations may be made for graduate and part-time (as defined by Financial Aid), degree-seeking undergraduate students on an individual basis if space is available. University shall have sole discretion in all decisions pertaining to space availability.
- D. Students must regularly attend classes in order to live on campus and must maintain enrollment at or above official part-time status (as defined by Financial Aid). Students must be making satisfactory academic progress toward degree. If a resident changes status and is not meeting any of the above requirements, the student must notify the Office of Residence Life immediately. Exceptions to these requirements may be made on a case-by-case basis.

### II. Term.

- A. This agreement is binding for the entire academic year (or for the remaining duration of the academic year, if entered into subsequent to the beginning of the academic year).
- B. For purposes of this agreement, the academic year consists of the fall and spring semesters during all times that University is open. It does not include the semester break, Thanksgiving break, spring break, Easter break, or the summer session(s).
- C. Room and Board shall be made available according to the following schedule:
  - Fall Semester 2025:** August 20, 2025 (First-Year Student) or August 23, 2025 (Returning Student) through December 12, 2025.
  - Spring Semester 2026:** January 19, 2026 through May 15, 2026.

### III. Housing Deposit.

- A. Student agrees to submit a \$100 housing deposit along with completed, signed Housing Application and Health Record Report online form before occupancy. University shall make every effort to accommodate Student's preferences as indicated in the Housing Application; however, priority shall be given to those students who submit all three required items by May 1, 2025, and to students with approved accommodation needs as ascertained by the Office of Accessibility Services.
- B. The housing deposit is eligible for refund (subject to the qualifications listed in III.C. below), less any deductions for property damage, cleaning charges, assessed fines or outstanding fees (including tuition and academic fees). Student is required to relinquish Room in the same condition in which it was received, except for regular wear and tear. Student is responsible for any damage exceeding general wear and tear. Deductions of over \$100 will be added to Student's account. If Student has a balance due to University, the housing deposit will be applied toward payment of said balance. Any remaining amount may be eligible for a refund.
- C. If Student is returning to Room the following academic year, the eligible housing deposit amount will carry over to the following year's residency if housing application is submitted by May 1, 2025. If eligible housing deposit is less than \$100, Student shall remit the balance between the eligible housing deposit and \$100 for the following year's housing deposit. The eligible housing deposit less any deductions will be refunded when Student's housing agreement has expired and Student has not submitted a subsequent Housing Application by May 1, 2025, and if Student does not have an outstanding balance on their account.

### IV. Occupancy.

- A. Student must follow all check-in procedures. University reserves the right to change check-in requirements without notice.

- B. Room shall only be occupied by assigned Student(s). Visitors or other persons will not be permitted to occupy the room without University's advance written approval.
- C. Student shall check in by the end of the first week of classes. University reserves the right to reassign or release reserved Room if Student fails to do so, unless Student notifies the Office of Residence Life in writing of their intention to occupy Room at a later date. No refund or credit will be issued for the period that unoccupied Room is held.
- D. Student hereby agrees to abide by all Mount Mary University policies and procedures as set forth in the *Mount Mary University Undergraduate and Graduate Student Handbook, Academic Bulletins*, and any other rules and regulations published by University. Student recognizes University's right to terminate this agreement for breach of any University policies and procedures. University reserves the right to make changes or additions to its policies and procedures without notice. All handbooks and University regulations are available on [my.mtmary.edu](http://my.mtmary.edu).
- E. Student must vacate Room during the semester break (between the fall and spring semesters, in accordance with the dates indicated in II.C. above). During Thanksgiving Break (November 26, 2025 through November 30, 2025), Spring Break (March 7, 2026 through March 14, 2026), and Easter Break (April 2, 2026 through April 6, 2026). Students must sign up and be granted permission to stay on campus (at no additional cost) during those listed breaks in agreement with the Office of Residence Life. Limited housing may be available, and Student may request housing during the semester break for an additional cost determined by University. Priority shall be given to international students and students whose academic programs require them to complete coursework when the residence hall is closed (i.e., student teachers or graduate internship students in the Dietetics program). Requests shall be received a minimum of three weeks in advance of the break period at the Office of Residence Life. The decision to honor said request shall be made at the sole discretion of University. If Student requests room and board during the summer session(s), and University approves the request, a separate contract shall be issued.
- F. Student forfeits the housing deposit if the student is dismissed for any reason during the academic year or if the student fails to adhere to the cancellation guidelines listed in V.C. below. In addition, student forfeits the housing deposit if the student does not follow University's check-out procedure upon termination of this agreement, whether by expiration or otherwise. Forfeiture of the housing deposit does not void any deductions for property damage, cleaning charges, assessed fines or outstanding fees. Student will be required to pay for said charges immediately upon check-out. If charges are not paid in full upon check-out, they will be applied to Student's account and subject to hold restrictions until account is paid in full.

G. Student shall vacate Room within 24 hours after Student's last fall or spring semester exam, or by noon on the expiration day of the contract, whichever is earlier.

H. University reserves the right to close the residence hall and require Student to vacate Room during official University breaks, in the event of an emergency or circumstances beyond University's control, or upon permanent closing of University. University shall make every effort to provide advance notice and find alternative housing for Student if University determines that the residence hall shall be closed, however, Student shall ultimately be responsible for securing an alternate living facility. If University is unable to provide Room during any time when University is obligated to do so (per II.C. and IV.D. above), Student's sole remedy shall be refund of the paid, unused fees prorated on a daily basis. The activity fee is non-refundable.

V. Termination and Cancellation.

A. University may terminate this agreement at any time at the sole discretion of University.

- i. If University removes Student from Room during the academic year for reasons including, but not limited to, disciplinary or academic concerns, the housing deposit and room and board charges for the remainder of the semester are non-refundable.
- ii. If University removes Student from Room during the academic year for health and safety reasons, the room and board charges are pro-rated to the date of check out and the housing deposit refunded.

B. Student must follow cancellation procedures to terminate this agreement.

- i. Student must request a cancellation of this agreement by filing a *Contract Cancellation Request Form* with the Office of Residence Life; this form can be found on MyMountMary. The cancellation request date shall be the date of receipt in the Office of Residence Life, unless Student requests a future date.
- ii. The following submission method shall be used to determine the date of receipt:

<u>Submission Method</u>	<u>Date of Receipt</u>
U. S. Mail	Postmark
Private delivery service (e.g. Fed Ex, U.P.S., courier)	Date of the signed receipt
Electronic	Date email was opened
In person	Date form is received by Office of Residence Life

C. Cancellation refunds and fees will be applied as follows:

- i. **Before August 1<sup>st</sup>**

*Contract Cancellation Request Form* submitted before August 1 prior to the upcoming academic year will result in a full refund of Room and Board charges and the housing deposit.

**ii. August 1<sup>st</sup> through August 19**

Students who cancel on or after August 1 but before New Student Move-in Day (August 19) will forfeit the \$100 housing deposit and any balance previously paid will be refunded.

**iii. On or After New Student Move-in date (August 20, 2025) through (September 1, 2025)**

Students who cancel on or after New Student Move-in date (August 20, 2025) through September 1, 2025 will have their room and board charges prorated to the date of check out and forfeit their housing deposit. Additionally, the Student will be assessed a \$200 cancellation fee.

**iv. On or After Census date (September 2, 2025)**

Students who cancel on or after Census date (September 2, 2025) will have their room charges prorated to the date of check out and forfeit their housing deposit. Additionally, student will be assessed 75% of their remaining room charges for the academic year and assessed 100% of board charges for the semester. Student will be assessed a \$200 cancellation fee.

**v. New Students for Spring Semester**

Students who are applying as a new resident for Spring Semester will follow the cancellation policy as stated in C.i-iv. with a date of January 1<sup>st</sup> instead of August 1<sup>st</sup> and Census date of February 3, 2026.

**vi. New Student Mid-Term**

Students who move-on campus mid-term will have 5 business days to request a cancellation to their housing contract. If the student requests cancellation within 5 business days, the student will be pro-rated to the date of their check out, the student's housing deposit will be forfeited, and charged a \$200 cancellation fee. After 5 business days, the cancellation will follow V.C.iii and forward.

**vii. Circumstantial Cancellation**

Students can request cancellation for the subsequent term due to participation in an official Mount Mary University sponsored academic program (study abroad, student teaching, etc.) that requires the student to reside off campus. Student must submit a *Contract Cancellation Request Form* noting the program they are participating in and the program's contact. The Office of Residence Life will confirm participation in the academic program prior to cancellation approval. If approved, the room and board fees will be prorated to the date of check out and housing deposit refunded.

**viii. Medical Cancellation and Medical Withdrawal**

- i. University shall require documentation in support of housing cancellation requests due to medical issues or medical withdrawal. Students must request Medical Cancellation or Medical Withdrawal form that must be included with the Contract Cancellation Request Form. If documentation is not included, the Office of Residence Life

will deny the request for cancellation based on these reasons. If approved, room and board charges will be prorated to the date of checkout and the housing deposit refunded. For a Medical Cancellation, the student must provide documentation from a medical professional noting a reason that prevents the Student from continuing to live on campus or Student must complete a Medical Withdrawal per the University's process outlined in the Bulletin. Medical Cancellation and Medical Withdrawal cancellation requests will be reviewed by committee for approval.

**ix. Examples of Approved and Unapproved Housing Cancellation**

- i. **Examples of Approved Cancellations:** Graduation, Study Abroad, Withdrawal/Dismissal from university
- ii. **Examples of Unapproved Cancellations:** Course modality changes, Financial Difficulty, Desire to live off-campus

**x. Board (Meal Plan) Charges**

- i. Meal Plan charges are non-refundable per semester, even if Student cancels housing.

D. Students must vacate room within 48 hours of cancellation or termination of this contract. If Student or Student's belongings are not removed from Room after this time, Student will be assessed \$50 for each day the student or the student's belongings are present. Any damages to the Room beyond normal usage and improper checkouts will be subject to further charges.

V. Room Assignment.

- A. University shall make or change Room assignment at its sole discretion. Assignment of Room is made without regard to race, ethnicity, national origin, sexual orientations, or socioeconomic status. If Student has special physical or medical needs, the student shall provide proper documentation to the Accessibility Services office at the time of submission of the Housing Application.
- B. If Student's actions are deemed to be disruptive or detrimental to the welfare of the student living community, or in violation of any rules and regulations set by University, the student may be required to move to another room and may be subject to dismissal from Room.
- C. If Student has requested a double occupancy room and for any reason a roommate is not in residence, Student shall agree to accept a roommate as assigned or complete a room change request form for either a different room, if available.
- D. Changes in Room assignments may be made only with the approval of the Office of Residence Life. If Student makes an unapproved change, the student may be required to move back to the originally assigned room and subject to disciplinary action.

- E. If Student requests an assignment to a room that is not available and is assigned an alternative room or requests a room change and University approves said request, Student, by moving into the new room, is also agreeing to the change in room rate associated with the new room. The rate change shall be effective on the date of the move, and all other terms and conditions of this agreement shall remain in place regardless of which room Student occupies.

## VI. Meals.

- A. University will provide a meal plan of the Student's choice within the options made available by University and the food service provider.
- B. All plans provide standard fare, including vegetarian and allergy-friendly options, served in every dining room on campus. "Munch Money" may be used to pay for food and snacks at other campus locations, and must be utilized during the semester or will be forfeited. Student will be able to change Student's meal plan prior to Census Day (September 2, 2025). Student shall refer to Student's specific meal plan regarding the expiration of meals and Munch Money.
- C. University's food service provider will furnish nutritional information. If Student has special dietary needs, it shall be Student's responsibility to provide the Office of Accessibility Services with proper medical documentation to receive approval for food service accommodations. It is also Student's responsibility to communicate Student's dietary needs and make proper arrangements with University's food service provider. University will make every reasonable effort to accommodate Student's special requirement/s. If University determines that it is unable to do so, and Student has met Student's responsibilities outlined above, Student shall be refunded the equivalent cost of the meal plan and be responsible for making alternative meal arrangement(s) at the sole expense of Student.
- D. Meals are served at specific, publicized times throughout the day. Student shall be responsible for consuming meals when offered: three times per day during the academic week and two times per day on Saturday and Sunday. University reserves the right to limit the scope of food service during University breaks and to suspend meal services while University is closed or in extenuating circumstances
- E. Meals must not be carried or consumed outside of the dining room(s) unless approved by food service provider. University's food service provider will maintain proper food preparation, presentation and sanitation conditions at all times, and University shall not be not liable for any illnesses or damages caused by food prepared or consumed outside of University-sanctioned eating areas.

## VII. General Terms and Conditions.

- A. Meal Plan Verification.  
Student's University ID is used as verification for meal service. Student is responsible for purchasing a replacement ID if it is lost or stolen.

B. Liability.

University accepts no responsibility for damage, theft or loss of money, valuables, or any personal effects of Student. Students are urged, at the expense of Student, to purchase insurance to cover loss or damage to personal property or to extend coverage of parent's insurance for this purpose.

C. Damages.

Student is responsible for any University property missing from Student's room or damaged beyond normal wear and use. Student will also be held financially responsible for damage to common public areas within the residence facility. Furthermore, Student will be held responsible for the actions of Student's guests while visiting the residence hall.

D. Student Health Insurance.

Student is required to have health insurance and must provide proof thereof. If documentation is not received by the Office of Residence Life within two weeks of the start of each semester, Student may be required to vacate Room.

E. Immunizations

Student is required provide documentation of immunization record for up-to-date hepatitis B and meningitis. Measles, mumps and rubella (or two MMR vaccines), the chickenpox vaccine, or history of disease, and tetanus diphtheria pertussis immunizations, polio, and a TB skin test are strongly recommended. If Student waives the immunization requirement due to religion, personal conviction, or medical contradictions, an immunization form must be signed and on file with the Office of Residence Life. In the event of an outbreak of any disease, Student waived from immunization requirements may be placed under quarantine and/or need to leave campus.

F. Activity Fee.

Student agrees to pay an annual \$125 activity fee for programming to be determined by Hall Council and the Staff. The activity fee is non-refundable.

G. Payment of Student Account.

Student agrees to pay all invoices in full by the due date indicated, or enroll in a payment plan with the Business Office. If Student has an outstanding balance due to University, the Business Office will notify the Office of Residence Life, and Student shall either vacate or lose access to Room until payment or payment arrangements have been made.

H. Room Entry.

University reserves the right for authorized University representatives to enter Room for repairs/-maintenance, and for health, safety, and disciplinary reasons.

I. Other Services.

In addition to meal service, the following services are provided by University:

- i. University will provide wireless internet service at no additional cost.
- ii. University will provide a MicroFridge at no additional cost.

Interruptions in services for any reason shall not entitle Student to a refund or void this agreement.

J. Key.

University will provide necessary keys to Student. The keys must not be duplicated, and shall only be provided by University. A fee per key will be charged for lost keys: the charge amount will be assessed per situation.

K. Electrical/Fire Safety.

- i. Student is not permitted to utilize any electrical appliance not furnished with Room unless approved in advance by University. The following is a list of appliances that may be approved for use in the residence hall: electric hair dryers, curling irons, hair straighteners, and fans. Electrical units must consume less than six amps and require no more than 120 volts.
- ii. The following is a list of equipment that is not permitted: air conditioners, electric frying pans, toasters, camp stoves, deep fat fryers, rotisseries, crock pots, hot plates, electric grills, lava lamps, wax or candle warmers, coffee makers, and any equipment without an automatic shutoff, or any portable propane-burning appliance.
- iii. Any appliance or object that requires an open flame is not permitted. The use of candles, matches, lighters, smoking materials, or fire of any kind is not permitted at any time.
- iv. If you are not sure if an item or equipment is permitted, contact the Assistant Director of Residence Life.

L. Room Organization.

Student agrees to maintain Room in sufficient order so that persons are able to safely and quickly evacuate during an emergency.

**Contract Authorization**

Student agrees to have thoroughly read the aforementioned housing contract and agree to comply and abide by a) all terms and conditions that appear on this contract; b) the rules and regulations governing the conduct of the students living in the residence hall; c) rules and regulations as outlined in the various publications sponsored by Residence Life; and d) all other current University rules and regulations governing the conduct of students and any that may be adapted and published by the University during the term of this contract.

In Witness Whereof, the parties hereto cause this agreement to be executed on the day and year first written below, by signature of their authorized representatives.

\*The signature of a parent or guardian is required for those students under 18 years of age. Students should not assume their contract is null and void if a parental signature is not received, but the University then reserves the right to cancel the contract.