

UNIVERSITY OF MINNESOTA DULUTH

HOUSING CONTRACT TERMS – ACADEMIC YEAR 2021-2022

1. Parties:

This Contract is made by and between the University of Minnesota Duluth's Department of Housing & Residence Life and the student, referred to as Resident, signing the Contract. The University of Minnesota Duluth and Resident, in consideration of the rents, covenants, and considerations which follow, do hereby agree with each other as follows:

2. Eligibility:

- a. The University of Minnesota Duluth reserves the right to refuse or cancel any contract, for cause (including, but not limited to, financial and disciplinary reasons), and to return the advance payment.
- b. To be eligible to reside in campus housing, a student must:
 - 1) be officially admitted as an undergraduate at the University of Minnesota Duluth
 - 2) be in good academic standing (minimum UMD cumulative GPA of 2.0)
 - 3) be registered for and actively engaged in a minimum of six credits at the University of Minnesota Duluth
 - 4) be of 16 years of age or greater at time of occupancy
- c. Students are required to disclose any history of behavior that harmed or had the potential to harm another individual that is unresolved/pending or has resulted in disciplinary action at a high school and/or a postsecondary institution or any history of behavior that resulted in being convicted of a felony or resulted in felony charges pending. Information disclosed will be reviewed by a committee and a determination for eligibility will be made. Any information that is discovered about a student's background that was not disclosed will be immediately reviewed and may result in immediate termination of the student's housing contract.
- d. Exceptions to this policy must be approved by the Director of Housing & Residence Life or his/her designee.

3. Duration:

- a. Subject to the provisions of Sections 10 and 11, this Contract is binding for the entire academic year (Fall Semester and Spring Semester) or that portion remaining at the time Resident completes this contract.
- b. The contract period is from August 24, 2021 through May 6, 2022. Students will be assigned a move-in date between August 24-29, 2021.
- c. The University may immediately terminate this Contract, reenter and retake the premises upon Resident's failure to make payments as required under this Contract or for any other violations of the terms of this Contract or any violation of University or Departmental rules and regulations.
- d. The University may deny an application for University housing or terminate an existing housing agreement if it determines an individual's conduct and/or criminal convictions indicate an actual or perceived threat to the University community, including students, faculty, staff and guests.
- e. Break Periods: Students must have an active contract for both Fall and Spring semesters to remain in their room during Winter Break. If a student does not have an active contract for spring semester, they must check out of their room no later than 8 PM on December 17, 2021. Students may remain in their room for all other break periods. The University is not responsible for loss, theft or damage of personal belongings at any time, including break periods.
- f. If Resident elects to remain in the residence halls or apartments during any of the break or interim periods, all policies and regulations as outlined in this Housing Contract and the Housing Guidebook will apply, and Resident will be held responsible for adhering to all such policies and regulations.

4. Premises and Services:

- a. The University agrees to assign housing and food service in one of the residence communities under the terms stated in this Contract and described in the Housing Guidebook, which are, by reference, made a part of this document.
- b. The University further agrees that it will provide housing staff in accordance with University policy to provide a living experience that complements the academic interest of the University of Minnesota Duluth.

5. Resident Agrees:

- a. Resident agrees to abide by the terms of this Contract.
- b. Resident agrees to observe all rules and regulations of the University of Minnesota Duluth, and the Department of Housing & Residence Life as listed in the Housing Guidebook, and all relevant federal, state, and local laws and ordinances.
- c. Resident agrees to make payment of all fees as specified by the University of Minnesota Board of Regents.

6. Rates and Payments:

- a. The resident agrees to pay the room/apartment rates and applicable meal plan rates. Students are billed for the full semester prior to the start of the semester (or a prorated amount upon move in, if after the start of a semester) for the fall and spring semesters. Payments are due when invoiced or, if necessary, payment in installments can be arranged with One Stop Student Services.
- b. Failure of Resident to satisfy the financial obligations stipulated under this Contract will result in denial of further meals (without refund), a hold on registration and official records, and/or eviction from the residence communities.
- c. If in default of payment, Resident is liable for all legal costs and collection fees which accrue in obtaining payment.
- d. The rates for the 2021-2022 academic year will be determined by the University of Minnesota Board of Regents and published by the Department of Housing & Residence Life after they are set. All rates are subject to change at any time due to decisions made by the Department of Housing & Residence Life or the University of Minnesota Board of Regents.

7. Prepayment:

- a. A prepayment of \$200 must be submitted prior to the first semester of occupancy. This prepayment will be applied to the room and board charges of the first semester of occupancy.
- b. The prepayment is refundable only under the provisions of Section 10 of this Contract.

8. Room Assignment:

- a. The University will not discriminate in room assignment on the basis of race, color, creed, religion, national origin, gender, age, marital status, disability, public assistance status, veteran status, sexual orientation, gender identity, or gender expression.
- b. Room assignments will be made according to Departmental procedures and, when possible in accordance with preferences that the student requests (including roommate requests). No specific assignment based on Resident's request is guaranteed. Failure to honor preferences will not void this Contract.
- c. On-campus housing is available to the extent that the University has regular space. However, students may be assigned to "overflow" space when "regular" space has been filled. Overflow housing may include some larger rooms, lounges, or area hotels. Furnishings and services available in overflow spaces may differ from regular spaces.
- d. The University reserves the right to consolidate vacancies by requiring any Resident to move from a room below full capacity.
- e. The University reserves the right to change room assignments for reasons of health, safety, or repair services; for disciplinary reasons caused by the Resident; or for unresolvable incompatibility of roommates.
- f. Resident may be temporarily removed from a student room if resident is deemed a threat to him/herself, to the campus community, or if they pose an ongoing threat of disrupting or interfering with the operations of the University. This process is further described in the University of Minnesota Student Conduct Code and the Housing Guidebook.

9. Meal Plans & Dining Dollars:

- a. Residents assigned to the residence halls must choose one of two meal plans offered (unlimited- or 14-visits-per-week). Residents assigned to the apartments are not required to participate in a meal plan; they have the option to participate in one of four meal plans (unlimited- , 14- , 10- and 5-visits-per-week)
- b. Residents may request a meal plan change through Housing & Residence Life at the start of each semester. The deadline to request this change is the end of the first week of classes.
- c. Residents, regardless of whether or not they have a meal plan, receive \$200.00 in Dining Dollars per semester loaded on their University identification card (Ucard). Dining Dollars not used during fall semester are transferred to spring semester. Dining Dollars that are unused at the end of spring semester are forfeited. If a student is granted a contract cancellation, any unused Dining Dollars are not refundable.

10. Contract Cancellation:

- a. This Contract is binding for the entire academic year or that portion remaining at the time Resident begins occupancy, except as provided in this section and in Section 11.
- b. Resident may cancel the Contract only before the first semester of occupancy. Written notice of the cancellation must be provided to the Department of Housing & Residence Life according to the following schedule.
 - 1) If first semester of occupancy is Fall Semester:
 - \$150 of prepayment refunded if cancellation is emailed to UMD Housing on or before May 1, 2021.

- \$75 of prepayment refunded if cancellation is emailed to UMD Housing between May 2 and May 31, 2021.
- \$0 of prepayment refunded if cancellation is emailed to UMD Housing after May 31, 2021

2) If first semester of occupancy is Spring Semester:

- \$150 of prepayment refunded if cancellation is emailed to UMD Housing on or before December 4, 2021.
- \$0 of prepayment refunded if cancellation is emailed to UMD Housing after December 4, 2021.

c. Notice of cancellation to the admissions, financial aid, business or registrar's office or to other University offices does not constitute notice of cancellation of this Contract to the Department of Housing & Residence Life.

11. Contract Release:

a. Resident can request release from the Contract beginning the first day resident checks in for the semester. Such releases are subject to the approval of the Director of Housing & Residence Life or his/her designee. Such releases will be considered for the following reasons:

- 1) Non-admission, withdrawal, dismissal or graduation from the University.
- 2) Marriage during the Contract term.
- 3) Birth of child during the Contract term.
- 4) Affiliation with University of Minnesota Duluth programs that are away from the campus, such as internships, co-op, or study abroad.
- 5) Called to active military service.

b. Written documentation for all of these releases is required by the Director of Housing & Residence Life or his/her designee. The Director may request that documentation be reviewed by others as part of the contract release request process.

c. Release for the above reasons will include the following costs:

- 1) A prorated daily charge for the period of time that a room was assigned and available to Resident.
- 2) A charge for food service assigned and available to Resident.
- 3) A \$50 administrative charge.

12. Contract Assignment:

a. Resident cannot transfer or sell this Contract, nor may Resident sublet any part of the rental premises.

b. Contracts are not transferable from one academic year to another.

c. Residents are required to live in the room to which they have been assigned.

13. Check-in and Check-out:

a. Resident agrees to occupy the assigned room no later than the first day of classes for each semester of this Contract unless prior written notification has been received by the Department of Housing & Residence Life. The registration status of Resident failing to claim the assigned room by the third day of classes will be checked. Resident who is not registered will lose the assigned space and forfeit the prepayment. Resident who is enrolled for classes will be financially obligated for the full portion of this Contract.

b. Resident will, upon occupying a room, complete a room condition report, which will be a record of the room condition. Any damages identified at the time of check-out which are not contained on the initial room condition form shall be attributed to Resident. Resident is financially responsible for any such damages.

c. Resident must check-out and vacate the room within 24 hours after a loss of student status. In case of Contract release, Resident must check-out and vacate the room within 24 hours of Contract release, last final examination or by the established hall closing time for the semester, whichever comes first. If Resident does not sign up and/or pay to stay on campus during the semester breaks Resident may be required to vacate the room by the established hall closing time for the semester.

d. Failure to properly check-in or check-out of the room, including an improper room change, will result in the assessment of a \$50 charge in addition to any other damage charges.

14. Right of Entry:

The University, its officers, employees and agents shall have the right to enter upon said premises at reasonable times for the purpose of routine inspection and repair, preservation of health, safety and quietude, and when there are reasonable grounds to suspect that laws or University policies are being violated by Resident.

15. University Non-Liability:

The University is not responsible for damage or theft of Resident's personal property, including money. Residents are encouraged to carry appropriate personal property insurance.

16. Unavailability of Premises:

In the event that any of the premises which are the subject of this Contract, which for the purpose of this provision shall include any and all areas, in and about the residence community, should be partially or totally lost, destroyed otherwise unavailable because of fires, strikes, natural disasters, or other events so as to render them unfit or unavailable in whole or in part for the purposes of the Resident, then either the University or the Resident shall have the right to immediately terminate this agreement. The University shall not be liable to the Resident for any damage occurring as the result of such termination.

17. Limits of Reservation:

A Contract for a room in a residence hall or apartment does not indicate admission to the University. Conversely, admission to the University does not guarantee a Housing Contract.

18. Complete Agreement:

This Contract and the Housing Guidebook represent the entire agreement between the parties and no oral promises between the University and Resident are binding therein. In Witness whereof, the parties have caused this Contract to be duly executed intending to be bound thereby.