

University of Minnesota Rochester
Housing Contract for 318 Commons Terms and Conditions

This housing contract is for the entire 2021-2022 Academic Year (Fall and Spring Semesters) at the University of Minnesota Rochester (UMR). This contract cannot be terminated solely for the purpose of living off-campus. This housing contract is valid from September 7, 2021 to May 12, 2022. The Fall semester portion of the housing contract will end on December 31, 2021 with the Spring semester portion beginning on January 1, 2022. Housing will be open over UMR breaks and holidays, but some services may be closed.

The housing application and \$125 non-refundable application fee must be received by May 1, 2021. The housing contract must be signed and submitted by May 8, 2021. These three items (application, fee, contract) must be completed fully to receive a housing assignment for the 2021-2022 academic year. Please read the housing contract carefully so you understand its provisions thoroughly. If you have questions, please email rhousing@r.umn.edu or call 507.258.8028. **Upon receipt and application approval by UMR, this contract will become a binding legal document when signed by you (or parent or guardian if you are under 18 years of age).**

The provisions of this contract must be either accepted as written or rejected. Any alterations, cross outs, additions, etc. will be disregarded and the contract, when signed and accepted, will be binding on both parties as originally written. By signing the contract the student agrees to this contract for the **entire academic year**, or the remainder thereof. Non-occupancy of assigned space does not terminate the contract, and the appropriate charges under the contract will continue.

A. Eligibility - To be eligible to live within UMR Housing, each applicant must, throughout their occupancy, be an admitted enrolled UMR student and be at least 16 years of age at time of occupancy. Residents must maintain and be actively engaged in a minimum of six (6) credits per semester unless granted an exemption from Residential Life. Residents who cancel their academic registration must move out within 48 hours of their academic cancellation date. Residents who withdraw from UMR during Fall Semester may request an exemption from this contract by contacting rhousing@r.umn.edu. UMR reserves the right to deny housing to an otherwise eligible applicant or to remove a current resident if it determines that the individual's presence in student housing would not be in their and/or UMR's best interest.

B. Application Fee - Applicants for a residence hall will have a \$125 non-refundable application fee for on-campus housing charged to their student account.

C. Contract Period and Conditions - Subject only to the provisions of termination—see Eligibility (A) and Contract Cancellation (I), this contract is for the entire academic year. Every effort will be made to comply with the room assignment preferences that are indicated in the application; however, **UMR reserves the right to make assignments in accordance with availability of space. UMR also reserves the right to reassign residents to another room or apartment.** All residents who are not graduating students or participating in commencement must move out no later than 24 hours after their last final exam or project turn-in. Exceptions to the 24-hour move out rule are not guaranteed and must be communicated to rhousing@r.umn.edu for approval. Contracts are not transferable from one person to another; this contract may not be assigned or sold. Sub-letting of space within the residence hall is prohibited. Conducting business within the residence hall is also prohibited.

D. Check In Procedures - The Office of Residential Life (ORL) will communicate the check in process in your housing assignment letter. ORL staff will issue room or apartment keys to residents at check in. At that time, residents must complete all steps of the check in process, including: a) displaying identification to prove identity, b) filling out the key inventory form, c) identifying emergency and missing person contacts, d) obtaining keys, e) reviewing pre existing damage reports, and f) fully participating in the roommate agreement process. Reviewing the pre-existing damage report and participating in the roommate agreement assures that residents will not be charged for damages or missed items caused by previous occupants. **Failure to follow proper check-in procedures will result in an improper check in fee of \$100.00 and possible conduct sanctions for non-compliance.**

E. Damages and Additional Charges - You will be notified of your Housing-related billing via your MyU student account. Failure to satisfy financial obligations of the housing contract may result in any or all of the following:

- a. Placement of a hold on a resident's academic records and/or registration
- b. Denial of future residence
- c. Termination of contract and eviction
- d. Referral of the resident's account for collection

e. Referral for legal action

Damages that are not documented by ORL staff as pre-existing and that occur during the course of the resident's stay, will be billed to the resident's student account. Additionally, residents may be charged and held accountable for spaces that do not meet the cleanliness standards as determined by ORL staff. Charges may be billed to the individual, the group of roommates who utilized the same living spaces, or residents in the building who utilized shared spaces. If an individual does not accept personal responsibility for a common area damage or cleanliness, all persons associated with that space will be charged for the damage or cleanliness issue incurred.

Charges will be assigned and processed through the UMR billing office. Damage billing notifications will be sent to UMR email accounts within 15 business days after check out and a resident will be assessed for any damages owed. All disputes to charges assessed must be contested within 10 business days of the email notification, following the instructions in the damage billing notice. All final charges will be posted to student accounts and may be paid online.

F. Check out Procedure - ORL staff will communicate details for the move out process in the Spring Semester to UMR student emails. Standards for how to clean and prepare for a successful check-out will be included in these details. **All residents who are not graduating students or participating in commencement must move out no later than 24 hours after their last final exam or project turn-in.** Exceptions to the 24-hour move out rule are not guaranteed and must be communicated to rhousing@r.umn.edu for approval. Failure to follow proper check-out procedures will result in an improper check out fee of \$100.00 and possible conduct sanctions for non-compliance.

G. Rules and Regulations - Students residing in UMR housing are subject to all relevant federal, state, local, and University laws, ordinances, policies, rules and regulations which may be amended during the contract period. **This includes [Office of Residential Life Policies and Procedures](#) and the [Student Conduct Code](#).** Violations will result in action being taken by ORL and UMR, varying from issuance of a warning to seeking prosecution in criminal court, depending on the nature and severity of the violation. Forfeiture rules apply to anyone evicted from the residence halls (see section I).

H. Room Changes and Consolidation - Room changes may be made with authorization of the ORL Director. ORL will not conduct room changes by resident request for the **first six weeks** of the Fall Semester. Any exceptions to this practice must be approved by the ORL Director. Before the end of Fall Semester, the ORL Director will ask current occupants for room change requests, which must be processed before the start of Spring Semester. ORL holds the right to make room changes or to remove residents from the building at any time. If a room change is completed without the approval of the ORL Director, that resident will have to move back to their original room, may be charged an improper check-out/check-in fee, and pay for any damages inflicted as a result of the non-approved room change. ORL reserves the right to consolidate spaces and move occupants at any time. Residents without roommates may be offered an opportunity to buy out their room as a single (pending space availability) for the remainder of the academic year. Residents have 72 hours to select this option. **If the resident declines the offer, they are required to keep their room at move-in ready condition for potential incoming residents, and/or they may be consolidated to another living space at the discretion of the ORL Director.** Notice will be sent to residents if they are assigned a new, incoming roommate via their UMR email account.

I. Contract Cancellation - Students submitting an emailed request for cancellation of their housing contract from May 1 until the start of Fall semester will be charged a \$200 cancellation fee. For any students who cancel after checking in to the residence hall, see Authorized Cancellation and Unauthorized Cancellation below.

Authorized Cancellation:

A resident may be released from their housing contract if they a) complete a withdrawal from UMR, b) graduate, c) participate in a study-abroad in a UMR-sponsored program, d) legally marry, e) are called into military service, or f) have serious health or medical concerns not allowing them to be housed in a residence hall environment. Residents may appeal to the ORL Director to be released from their housing contract providing they give 10-business days of notice. The appeal must show just cause for termination (major unforeseen circumstances). Rental charges owed upon cancellation of the contract are computed on a prorated basis over the course of the semester until the completion of check-out procedures. Residents who have their contract cancelled must comply with all check out procedures.

Unauthorized Cancellation:

Unauthorized cancellations occur when any resident moves off campus without showing just cause for termination. The resident must provide at least 10 days advance notice of intent to vacate to ORL staff. Residents who move out with less than a 10-day notice will be charged for an improper checkout. No credit or refund on the rental obligation will be allowed for the semester in which the cancellation occurs. If a resident moves out during Fall Semester, they will pay the amount owed for the Fall Semester, and one quarter (25%) of the Spring Semester housing charge. Contracts are not transferable.

J. Insurance - UMR assumes no responsibility for theft, destruction, or loss of monies, valuables, or other personal properties belonging to, or being in the custody of, the student from any cause whatsoever, whether such losses occur from the student's room or public areas. Each student is strongly encouraged to carry personal property/renter's insurance.

K. Billing - Rates for different UMR Housing accommodations are detailed at the following website: <https://r.umn.edu/student-life/office-residential-life/rates>. Charges the resident is responsible for will be applied to UMR student accounts in August (Fall Semester), in December (Spring Semester), and in mid-May (Summer Sessions). Billing due dates are in accordance with UMR tuition and payment schedules, detailed at this website: <http://r.umn.edu/one-stop/students/finances/pay-university>. Residents requesting to move into their assigned UMR Housing living unit prior to their contracted start date must submit a request to the ORL Director at rhousing@r.umn.edu. Overdue room and board payments will preclude registration for subsequent semesters until payment in full is received together with the late fee.

L. Campus Residency Requirement - All incoming first-year students under the age of 20 are required to live in UMR approved on-campus housing unless you meet one of the criteria below.

Criteria 1. A student may live with a parent or legal guardian and commute* from that home. "Living with" is defined as residing with parents/guardians at their physical home address for the entire academic year. "Physical home address" is defined as the address of the parent/guardian at the time of application for admission to UMR. Parent/Guardian signature confirms residence location and responsibility for the student.

Criteria 2. An emancipated minor who has previously established a residence independent from their parents/guardians may commute* from that home. Emancipated minors must provide legal documentation verifying emancipated status.

***Commute: A reasonable commuting distance is defined as a 30-mile radius of the UMR campus. Mileage is determined by UMR.**

For first-year students under 20 years of age, the following situations also qualify for a housing application and contract to be exempted:

- A. Married student – proof of marriage is required by June 1 prior to the start of the Fall Semester.
- B. Student with children – proof of birth is required by June 1 prior to the start of the Fall Semester.
- C. Student who has lived in UMR approved housing for 2 or more semesters (excluding Summer Sessions) at UMR or another institution.
- D. Student who has junior status class level prior to the first day of Fall Semester classes.
- E. Student who will have completed a Spring Semester at UMR and lived in UMR approved housing for the entire semester.
- F. Special circumstances: To request a special circumstances exemption that does not fit the other criterias, please submit the [Campus Residency Requirement Compliance/Exemption Request form](#) with a detailed summary of your circumstances to be reviewed by a UMR Committee.

Students who are requesting an on-campus housing exemption for any of the aforementioned criteria must complete the Campus Residency Requirement Compliance/Exemption Request Form and submit the specific documentation noted to rhousing@r.umn.edu.

Having already signed a lease with an off-campus landlord or purchasing a home will not be considered as a reason for exemption. **Release from the first-year residency requirement is not guaranteed.** Students are encouraged not to make any other commitments for housing until they receive a written response to their requests for exemption.

Students who do not comply may have their UMR records (including financial aid and academic records for registration

and transfer) placed on hold or face other sanctions. Students who are found to be living off-campus in violation of this policy may be assigned a space and be required to move into UMR approved housing. Please allow 2 weeks for a final response.

For all options listed above, return completed request forms with accompanying documentation to:

ATTN: Residency Requirement Status
Residential Life
University of Minnesota Rochester
111 South Broadway, Suite 300
Rochester, MN 55904

M. Under 18 - **If you are under 18 years of age**, a parent or guardian must also sign this contract. Upon receipt of the signed document (with student and parent/guardian signatures) and application approval, this contract will become a binding legal document.

You may return this signed contract by email or mail. Please see contact information below.

Agreement to UMR Housing Contract for 318 Commons

By signing the UMR Housing Contract for 318 Commons (electronically or signed hard copy), I agree to follow the outlined UMR Housing Contract for 318 Commons terms. I also state that I have not provided false information in the completion of this contract, and understand that any falsification will render this agreement null and void.

TO BE SIGNED BY STUDENT AND PARENT/GUARDIAN **IF** STUDENT IS UNDER 18 YEARS OF AGE ON THE DATE OF HOUSING APPLICATION SUBMISSION.

Student Signature: _____ Date: _____

Student Printed Name: _____

Parent/Guardian Signature (if student is under 18 years of age): _____ Date: _____

Parent/Guardian Printed Name: _____

RETURN SIGNED CONTRACT ~ MAIL OR EMAIL

Mail: Attn: Housing Contract
UMR Residential Life
111 S. Broadway, Suite 300
Rochester, MN 55904

Email: rhousing@r.umn.edu

Phone: 507-258-8028

For Office use only:

Date Deposit Received Signature of UMR Employee Receiving Deposit