

**Housing Contract Terms & Conditions**  
**Department of Housing and Residence Life**  
THE UNIVERSITY OF SOUTHERN MISSISSIPPI

**1. Purpose**

This contract specifies the terms and conditions for all students residing in campus housing at the University of Southern Mississippi. This housing contract is legally binding and effective when fully executed by resident and resident parent or legal guardian, if required. This contract may only be canceled, terminated or modified as stated below.

This contract is not a lease and is not subject to Mississippi landlord-tenant laws. It is a license to occupy institutional housing as part of the academic community that the university has created as an integral aspect of the academic experience. A license is a revocable contract, and as such, the university retains the right to revoke the right to occupy university residences. This contract does not grant possession of a particular room or residence or type of housing (further references in this contract mean a room, apartment, and/or suite). Individual students have no entitlement to live in a specific residence. You may be temporarily or permanently relocated to other housing or denied the privilege to live in any university housing at any time in accordance with university policies.

**2. Eligibility**

Resident must be at least sixteen (16) years old, on or before the first day of occupancy, to reside in student housing. Acceptance of this contract by the University does not constitute a commitment of admission or continuing enrollment at the University. Resident must earn admission to the University and must remain admitted, enrolled, and registered for classes during the entire length of the housing contract. Balance must be paid in accordance to University requirement. A resident does not become ineligible for student housing, nor is the housing contract otherwise void or terminated, if during the term of the contract resident switches from full-time to part-time enrollment or enrolls in online courses.

**3. Contract Term**

The duration of the housing contract is for the entire academic year (both fall and spring semesters), or if entered into after the beginning of the academic year, for the remainder of the academic year (both semesters). This housing contract does not provide for student

## 8. Rental Rates

Since it is not possible at the time of contracting to determine projected utility or housing fee increases, the University reserves the right, subject to approval by the Board of Trustees of Institutions of Higher Learning, to raise, lower, or modify fees without notice. Rental rates will be billed per semester (fall and spring). Approved rates will be available at <https://www.usm.edu/housing-residence-life/apply/housing-rates.php>.

## 9. Assignment Process

All residents must be admitted to the University for assignment eligibility and enroll and maintain at least six (6) credit hours.

**New residents:** will complete the online housing application, contract and submit payment for the non-refundable housing processing fee. New residents that apply before the end of the priority window will then be given a designated time slot to participate in the online room selection process. Any new resident who does not participate in the online room selection process will be assigned based on housing application completion date and space availability after all selection windows have closed.

**Current residents:** will participate in the online room selection process during their designated time slot. A current University or transfer student understands that student housing is not guaranteed but may be offered on a first-come, first-served basis. Resident acknowledges and agrees that housing assignments for student who have fulfilled the first-year residency requirement, or sophomore and upper-level students is not guaranteed. If Resident is not a new, incoming first-year student, Resident may be reassigned to accommodate new, incoming first-year student housing assignments. Current residents must renew their housing contract by the end of the priority window to qualify for the online room selection process. Any current resident that does not participate in online room selection process will be assigned based on housing application completion date and space availability after all selection windows have closed. Any current resident or transfer student who does not complete an application by the priority window understands that they will be placed on a waitlist for housing. (See waitlist, Section 11.)

## 10. Right of University to Relocate Students

The University reserves the right to relocate students from one space to another when it is determined, in its sole and absolute discretion, roommate conflicts, campus emergency and disciplinary sanctions. Students who are assigned to ADA Accessible spaces may be relocated at any time if an accommodation need occurs. Students who are relocated by the University must complete the move within 48 hours of notification.

## 11. Waitlist

Waitlist housing is processed by application completion date, eligibility for housing, and space availability. There is no guarantee that students on the waitlist will receive a housing assignment prior to the start of a semester.

## 12. Temporary or Overflow Accommodations

The University reserves the right to make assignments to temporary or overflow housing to accommodate requests for housing. The policies and procedures contained within this document are also applicable to overflow housing assignments, which may be made on a temporary basis at the beginning of each semester.

## 13. Empty Bed Space

housing  
contract is canceled or terminated, remaining resident must keep assigned room or apartment in a neat and orderly condition, so that it remains readily available for a replacement roommate. As space and time allows, a resident may be given an opportunity to identify a new roommate or request a room change through their residence hall staff. If resident takes no action, or demand dictates, Housing and Residence Life will designate the vacant bed space as available for selection by another student. Resident may not refuse or reject an assigned roommate and shall not engage in any conduct that would disrupt the housing process.

d. Cancellation After the Start of the Semester (Fall or Spring)

When a student needs to cancel the housing contract after August 1 or January 1 (spring only contracts), the student must submit a housing cancellation form. If they are a 1<sup>st</sup> year student, still enrolled, and still under the 1<sup>st</sup> year residency requirement, they must submit documentation with cancellation form that requests an exemption and supporting documentation for the exemption. If they wish to appeal financial penalties, the student needs to submit the housing appeal application accompanied by supporting documentation (see section 16 about Appeals). If canceling between August 2 and August 15, the cancellation fee will be the full fall housing charge. If canceling after August 15, the cancellation fee will be the full fall and spring housing charge. If canceling the spring only portion of the contract after January 15, the cancellation fee will be the full spring housing charge.

e. Cancellation of Spring due to December Graduation

When a student needs to cancel the spring portion of the housing contract due to graduation, a student needs to submit a housing cancellation form by December 1.

**15. Cancellation by University**

a. Violation of Policy or Terms

The University reserves the right to refuse admission or readmission to University housing or to cancel the housing



schedule a check out inspection with residence hall staff or complete the express check out process. Failure to properly check out may result in improper check out fees. If choosing to do an express check out, student waives right to appeal damages. If personal belongings remain in the residence hall space after check out, a professional staff member will collect all items and contact student via USM-issued email to retrieve items. A storage fee will be charged to the student account. Items are only kept on hand for 30 days.

**26. Notices**

Housing and Residence Life will email all housing-related notices and updates to resident USM-issued email address. These notices will include important and time-sensitive information, including information about dates, deadlines, upcoming events, required action by resident, housing processes, and fees. Resident is expected to timely check USM-issued email and will not be excused from any deadlines or requirements due to failure to read housing notices.

University reserves the right to make changes to this contract and supporting policies from time to time without prior notice. The contract in the form as it exists online is the governing document and contains the then-currently applicable policies and information.

If there is a conflict between the terms and conditions of this contract and any other applicable lease, agreement, policy or regulation, then the terms will be interpreted to give effect to all applicable provisions to the fullest extent possible. If the conflict cannot be so reconciled, the conflict will be resolved favorably to the University.

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Student Name                      Student Signature                      Date                      Student ID#

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Parent/Guardian Name (if under 18)                      Parent/Guardian Signature (if under 18)                      Date