

Residence Life Housing Contract Conditions

1. PARTIES. The parties of this Contract are the University of Montana Western called "University," and the undersigned Student hereinafter called "Student".
2. TERM. The term of this Contract shall be for the current Academic Year and the dates of occupancy shall be as specified in the Resident Life Housing Brochure. This Contract, properly executed, shall be effective on the date the University receives the Student's housing deposit.
3. THE UNIVERSITY SHALL:
 - a. Provide the Student with a single or double occupancy furnished room in UMW Residence Life Housing for the term of this Contract. The University, at its sole discretion, reserves the right to utilize single rooms for double occupancy and reserves the right to reduce the number of residents per room as space becomes available. The terms and conditions set forth herein are applicable to single and double occupancy rooms occupied by either one or two residents.
 - b. Provide the same or other room accommodations in UMW Residence Life Housing during periods of recess, at an extra cost and provided that such space is available.
 - c. Provide cleaning service for common areas (lounges, hallways, and bathrooms) of the Residence Halls.
 - d. Guarantee all first year students accommodations in the Residence Halls.
 - e. Not promise or guarantee to the Student an assignment to any particular room in Residence Life Housing. The University may also require the Student to move to another room at the University's sole discretion.
4. THE STUDENT SHALL:
 - a. Be enrolled with the University. Students with less than 30 semester credits are required to live in Western's Residence Halls, and, dependent upon room availability, are required to have a roommate. All other students have a number of options available to them, including living on campus with a roommate or in a single room. All options are subject to established selection priority rules and to the availability of space.
 - b. Pay fees for room, meals, and the Residence Life Programming Fund, in accordance with the dates and amounts specified in the Residence Life Housing Brochure. Housing is based on a semester system and is not refundable by block.
 - c. Move into the assigned room no later than the first day of classes each semester. If the student cannot move in by this day, the Student agrees to furnish prior written notice of late arrival to the Residence Life Office.
 - d. Not change, modify or alter the room, its fixtures, furnishings, equipment or decoration without the written consent of the Residence Life Office.
 - e. Not assign this Contract or sublease the room, or use it in any other manner than as a personal residence.
 - f. Abide by the rules and regulations of Residence Life Housing, the University and all applicable laws. Rules and Regulations are listed in the UMW Student Handbook, which is incorporated herein by reference. Violation of the rules and regulations may become the basis for disciplinary action against the Student, which may include termination of the Contract and initiation of eviction proceedings.

- g. Leave the room or suite in clean and orderly condition at the termination of this Contract and abide by all check out procedures.
5. **TERMINATION.** The University may terminate the Residence Life Housing Contract and all attendant rights of occupancy upon thirty days notice to the Student. Additionally, the Student may be subject to a three-day notice to perform covenant or terminate, to pay rent or terminate, or to terminate, whichever is appropriate, under any circumstances allowed by law, and the following:
- a. If the Student ceases to be a registered student as a result of graduation, transfer, or dismissal.
 - b. Failure to comply with the Contract and/or University and Residence Life Housing regulations (as noted in the Student Handbook).
 - c. Failure to make required payments when due.
 - d. Failure to comply with any applicable state and/or federal law.

This Contract may be terminated by the Student with written approval of the University. In the event of approval, the effective termination date will be the date of the University approval. The Student shall remain responsible for all room and board charges for the entire semester. Typically, Students who cancel their housing contract with approval from the University will receive a pro-rated refund of the housing fee minus \$200. The University reserves the right to refund zero to 100% of the housing fee at its sole discretion.

The Contract will be terminated if the Student fails to attend the University for any semester during the term of this contract in which the Student has contracted to be an occupant of a University residence hall or suite. Written notification of nonattendance must be submitted to the Residence Life Office. In the event notification of nonattendance is received after the residence hall or suite opens, a pro-rated charge minus \$200 will be made for room and board to the date written notification is received by the Residence Life Office. In the event of marriage, the Student must present a marriage certificate. This Contract will be terminated on the date that evidence is presented to the Residence Life Office providing the marriage ceremony occurs during the term of this Contract.

In the event of a dismissal, withdrawal from the University, or exclusion from Residence Life Housing due to disciplinary action, the Student shall vacate the assigned room within 48 hours of notification. In the event a Student violates any term of the Contract, the rules and regulations of Residence Life Housing and/or the University, or any other applicable law in an attempt to be relieved of the obligations of this Contract by causing the University to initiate and proceed with eviction proceedings, the Student shall remain financially responsible for all payments of room and board until the end of the Contract period.

6. **IT IS FURTHER AGREED THAT:**
- a. The University may enter the Student's room or suite during normal working hours for cleaning, maintenance, and/or reason allowed by law, including to make repairs, alterations, or facility improvements, to ensure compliance with health and safety regulations, or in the event of an emergency, building evacuation, or abandonment of the room or suite by either the Student or the Student's roommate(s). Prior notice will be given of such entry to the Student or Student's assigned roommate(s) except for emergency, abandonment or where impractical.
 - b. The cost of any loss or damage to the facility or its fixtures, furnishings, equipment, or decoration, shall be charged to the Student if either the Student or a guest is the cause of such loss or damage. Such cost shall be established within the University's sole discretion and payment for such costs shall be made by the Student due upon receipt of the notice. In the event the cause of any loss or damage to the facility or its fixtures, furnishings, equipment or decoration cannot be determined after reasonable investigation by the University, the cost of such loss or damage shall be charged pro-rated to each Student regardless of whether such was present at the time such loss or damage occurred.

- c. The University assumes no responsibility and provides no insurance or financial protection for the Student's personal property. Renter's insurance may be obtained from insurance companies; the University does not offer renter's insurance.
 - d. A breach of this Contract by the Student, including but not limited to delinquency in payment, may result in any or all of the following actions: suspension of contracted meals, eviction, administrative action against the Student's status in the University, and initiation of termination of tenancy proceedings.
 - e. Any waiver or modification of the Contract shall be in writing and signed by the Student and an authorized representative of the Residence Life Housing Administration.
 - f. The University may, at its sole discretion, increase the room and board fees by up to 5% of the total charges in the event of unusually and unforeseen circumstances.
 - g. The Student is responsible for all damages and losses (beyond normal wear and tear) which occur to the room in which the Student is placed. All such damages will be charges to the Student on the basis of an estimate of time and materials.
 - h. Resident Students may also be held corporately responsible for damages and losses, which occur in the lounges, hallways, and other common areas of their residence facility.
 - i. The Student is responsible for all keys, which are assigned at the time of room check in. There is a charge for any lost keys and/or lock changes resulting from lost keys.
 - j. Room changes may be applied for after the second week of classes. Students may apply for room changes through the Residence Life Office. This is an application process and, as such, no room changes should occur until the application has received appropriate approval.
 - k. The Student is responsible for rental and/or space storage charges during Winter Break if it is determined at the end of or during Winter Break that the student will not be returning to On-Campus Housing. Students returning from Fall to Spring, or students who provide notification before the last day of Fall finals that they will not be returning to housing after break, are not subject to the rental/space storage charges.
7. TELEPHONE SERVICE. Pursuant to Civil Code section 1941.4 the University is responsible for installing one useable telephone jack and for placing and maintaining the inside telephone wiring in good working order in residential dwellings. The Student is responsible for the telephone and any wiring between the telephone and the telephone jack. If there is a problem with telephone service, the Student must first determine that the problem is not in the telephone or the wiring running to the telephone jack. Once it is determined the problem is not in either the telephone or such wiring, the Student is required to notify the Residence Life Office and the University will arrange for any necessary repair of the telephone jack or inside wiring. If the Student does not report such problems to the University and incurs a cost arranging a repair, the University shall not be liable for reimbursement to the Student. Students are responsible for the monthly cost of local telephone service and all applicable taxes and fees.
8. WAIVER. Any waiver or non-enforcement by the University of any term or condition of this Contract shall not constitute a waiver of any subsequent breach of the same or any other term or condition of this Contract. Acceptance by the University of any rental payment after the Student's breach of any provision of this Contract shall not be deemed a waiver of such provision or any prior or subsequent breach of any provision, other than the Student's failure to make timely payment of the rental installment so accepted, whether or not the University knew of the prior breach at the time such rent was accepted.

9. FIREARMS.

- a. Firearms cannot be stored in Residence Hall rooms or on campus, but must be checked in and registered with the Residence Life Office for safe keeping in the gun storage room.
- b. Staff members may check firearms in and out for owners.
- c. Residents may check out their firearms before leaving campus, and are required to store the checked-out firearms only in their vehicle. Residents are required to check in their firearms within 24 hours of returning to campus. At no time are firearms to be kept in a Student's room.

10. CHECK OUT.

- a. The Residence Halls close at noon on the day immediately following the end of a semester. Whether at the end of the academic year or at some other time during the year, all students are expected to check out in accordance with the policies and procedures as established by the Residence Life Office.
- b. The Student is responsible for leaving the room in a clean and orderly fashion at check out. The Student will be charged for any cleaning, any replacement of missing furnishings, or any repairs, which are necessary after check out.
- c. One (1) time per academic year, between Fall and Spring semesters, the Residence Halls close and all Students are required to leave. Closing is at noon on the day immediately following the last day of classes (or final exams), and reopening is the day preceding the resumption of classes. Students will not be allowed in the halls while they are closed unless prior arrangements are made with the Residence Life Office.

11. COMMUNITY VALUES AND BEHAVIORAL EXPECTATIONS. The University of Montana Western strives to be a residential community and, as such, has prescribed for itself a number of behavioral parameters addressing illegal drugs, alcohol, destructive/disruptive behavior, etc. These parameters apply to all members of the Western community and their guests while they are on campus. Students are responsible for all residence hall and student conduct policies as stated in the Student Handbook and are required to meet all responsibilities associated with being a member of a community housing environment.

12. CERTIFICATION. The Student certifies that the statements made on the application in connection with this Contract are true and correct. Falsification of these statements will render this Contract null and void. The Student has read and understood the terms and conditions of this contract, and received a copy of the Residence Life Housing Brochure, which is incorporated herein by reference.