

## Mercer University Housing Terms and Conditions

### I. Financial Obligations

- A. Payment Due:** Upon acceptance (hereinafter defined as the actual assignment of a space) of this contract by the Office of Residence Life, the student applicant becomes financially liable for housing fees for all semesters covered in this contract unless released in accordance with the terms of this contract. Payment is due on the date University fees are due. The Office of Residence Life does not issue bills or invoices for housing fees. The Office of the Bursar issues bills and/or invoices. If the Office of Bursar does not receive the housing fee on or before five (5) days after the due date, a late fee will be assessed.
- B. Fees Charged to Mercer University Account:** All fees, charges and fines related to on-campus occupancy are charged to the student's University account. All financial liabilities are then considered due to Mercer University. The student is responsible for providing verification of Financial Aid if it will be used to cover housing fees.
- C. Cancellations:** Applicants for campus housing, who decide not to enroll for the Fall semester at Mercer University, must cancel this contract on or before May 1st. Spring semester applicants must cancel this contract on or before November 11th. After these dates, the student applicant is bound to the terms of this contract. Petitions to cancel this contract and other notices relative to this contract must be submitted in writing to the Office of Residence Life, Mercer University, Macon, GA 31207. All approved cancellations will result in a \$100 cancellation fee in addition to any buyout fees and/or prorated costs owed.
- D. Contract Buy-Out:** A third year (or above) student who is obligated to an academic year contract may request a Contract Buy-Out for the Spring semester at a rate of 75% of the remaining contract balance (through the end of the Spring term). A student who chooses to buy out his/her contract is subject to a \$100 cancellation fee and all accrued charge based on the date of the official check-out. Please note that this Buy-Out option is not available for First Year (freshmen) or Second Year (sophomore) students.
- E. Default on Payment:** If the student defaults in the payment of housing fees, additional fees, or assessments by the dates required by the Office of Residence Life, the University is entitled to pursue any or all of the following actions, without notice to the student: terminate this contract, evict the student from University housing, re-enter the premises, remove the student's property therefrom, or repossess the premises. Residents shall remain liable for the contracted charges and all costs incurred in collections.
- F. Meal Plans:** Please contact the Auxiliary Services Office or visit their web site at <http://www.mercer.edu/auxiliary/> for information on your meal plan options and/or requirements.

### II. Terms of Occupancy

- A. Space Assigned:** This contract guarantees a space (not a particular room or building) in an on-campus facility upon acceptance of the contract by the Office of Residence Life. In accordance with this contract, residents are entitled to all services provided as stated in Residence Life publications.
- B. Room Occupancy:** Occupancy of rooms is permitted ONLY by students to whom the room is assigned. A student may not transfer, sublet, loan, or assign the room to another person under any circumstances. Room changes and building transfers may be made only after receipt of written approval by the Office of Residence Life.
- C. Occupancy Dates:** Fees paid in accordance with this contract apply to housing occupancy within the published housing opening and closing dates for all semesters named herein. Unless otherwise established and published by the Office of Residence Life, the residential facilities on campus are open only on or after the first published date of check-in and on or before the last official day of final examinations each semester. Beyond this time period, students are responsible for securing alternate housing.
- D. Special Move-In Dates:** Residents approved by the Office of Residence Life to move in early and/or stay late after closing for various University reasons (such as athletic practices/games) will be subject to all standard rules and regulations and housing fees during their occupancy.
- E. Right of University to Cancel:**
  - Students assigned to University Housing are entitled to occupy their assigned space until he/she is no longer enrolled in classes or, the Office of Residence Life deems that removal or relocation is necessary.
  - The University reserves the right to deny University Housing or to cancel the contract due to the student's failure to follow policies or regulations, in the event of felony conviction by civil authorities, or for any other reasonable cause.
  - The Office of Residence Life reserves the right to authorize or deny room and roommate changes, consolidate vacancies, redesignate building usage, cancel a student's room assignment, or relocate students for any reason including, but not limited to, health, interest of order, non-payment, discipline, maximum utilization of residence space, or disaster. A resident alone in a double/triple occupancy room may be required to consolidate (move to another room) with another resident.
  - The Office of Residence Life reserves the right to cancel a specific space assignment and reassign any space not occupied by 10:00 a.m. on the first day of classes unless the student has submitted a written request to the Office of Residence Life for late arrival. Any expenses associated with relocation or cancellation will be the student's responsibility.
  - The University retains the right to immediately evict from housing any student who engages in any behavior considered to pose a threat to the health, safety and/or welfare of the university community.

- Evictions can take place prior to the adjudication of university conduct charges. Students evicted from on-campus housing for disciplinary reasons will forfeit any refund and be charged a cancellation fee. However, students cleared of all conduct and/or criminal violations can request to be reinstated in housing and/or compensated for early termination.
- F. Equal Opportunity Institution:** Room assignments are made without regard to race, creed, color, sexual orientation, or national origin. Room or roommate requests based solely on race, creed, color or national origin will not be honored.
- G. Abandoned Belongings:** Belongings left in the room after the official closing date or cancellation date will be considered discarded property and will be disposed of accordingly. In the event that the Office of Residence Life terminates the contract and the resident does not vacate the premises, the locks will be changed and the individual's belongings will be removed.
- H. Unanticipated Circumstances:** In the event accommodations assigned to the student are destroyed or otherwise made unavailable and the university does not furnish other accommodations, the contract shall terminate; all rights and liabilities of the parties hereto shall cease; and rental payments previously made shall be refunded on a prorated basis as of the date accommodations become unavailable.

### III. Responsibilities

- A. No Smoking:** Smoking is prohibited inside all university buildings and within fifteen (15) feet of any university building. The non-smoking areas of campus housing include, but are not limited to, student rooms, lounges, lobbies, stairwells, and other common areas.
- B. Cleanliness:** Students must keep rooms clean and orderly at all times. The cleanliness of the residence halls and apartments is the joint responsibility of the resident and the University provided cleaning service. Charges may be assessed to students who fail to adhere to reasonable standards of cleanliness.
- C. Condition of Facilities:** Students are responsible for the condition of all rooms, lounges, common areas, furnishings, and other items of property provided by the University. Students may be charged for damage to, unauthorized use of, or alterations to furnishings or equipment provided in rooms or common areas.
- D. Conduct in Residence Halls or Apartments:** Vandalism or other improper care of rooms or public areas may result in individual or community charges and/or disciplinary action, including dismissal from housing without refund. In addition, students found responsible for tampering with or altering any security or fire protection devices or systems will be disciplined according to federal and state laws, and University policies.
- E. Right to Establish New Rules and Policies:** The Office of Residence Life reserves the right to establish additional rules or policies as necessitated by conditions or issues related to safety, care and cleanliness of facilities, and for the preservation of good order. The Office of Residence Life also reserves the right to determine the use of all rooms, lounges, common and public areas in the housing system.
- F. Telephone/cable/data Outlets:** Telephone/cable/data outlets provided in each room are the property of Mercer University and may not be altered in any manner. Students may be held responsible for any abuse of equipment.
- G. Liability:** Mercer University will not be liable for injury to persons, loss of or damage to personal property, or failure of utilities or mechanical equipment in its buildings or on its grounds. This includes, but is not limited to, loss or damage from theft, accidents, natural disasters, power surges, or by the making of any repairs, alterations, additions or improvements to the premises or any portion of the building in which the residents are located. Residents are urged to check with their parents' Homeowners Insurance to see if their belongings are covered or to purchase Renter's Insurance.
- H. Personnel Authorization:** Authorized University personnel, including Residence Life, Custodial, and Maintenance employees may enter student rooms at any time to perform normal duties, make necessary repairs or to inspect rooms for damages or health and safety related issues, and to assure that University policies and regulations are properly followed.
- I. Student Responsibility:** Students are responsible for knowing and observing all University and Residence Life rules, regulations, policies and procedures as stated in all University and Residence Life publications including, but not limited to, the Housing Handbook, the University Bulletin, the Mercer University Code of Conduct, The Lair, and this Housing Contract. Students evicted from on-campus housing for disciplinary reasons will forfeit any refund and be charged a cancellation fee.
- J. Illegal Drugs:** State and Federal laws, as well as University policy, prohibit the use of illegal drugs and/or possession of drug paraphernalia. Students found responsible for possession or use of any illegal substances in campus housing will be subject to immediate eviction from Mercer University housing without refund.
- K. Weapons:** Firearms, ammunition, fireworks, explosives, combustible items and any weapons or potentially dangerous object (including, but not limited to, BB guns, pellet guns, etc.) of any kind are prohibited in on-campus residential facilities. Possession of these items may result in dismissal or suspension from the University or from Housing without refund.
- L. Delayed Action:** Failure of the Office of Residence Life to take action against residents for violation of any terms of this contract does not prevent a subsequent act of a similar nature from being treated as a violation of this contract.

### Conditions for Contract Release

**Residents are urged to carefully consider their circumstances prior to entering into this contract.** This is a legally binding contract between Mercer University, acting through the Office of Residence Life, and enrolled Mercer University students. All obligations associated with this contract are binding. Residents shall not be released from this contract due to lack of financial resources, dietary or medical needs, or religious reasons.

Release from this contract will be considered ONLY under the following conditions: graduation; marriage during the contract term; withdrawal from the University/failure to enroll; internship outside the Macon area; study abroad opportunity; or dismissal or suspension from the University. **Students must submit a written petition for any release request. All conditions for release must be documented or acceptable written supporting documentation must be submitted to the Office of Residence Life.** The submission of a petition for contract release does not guarantee approval of a release. **A cancellation fee may be assessed and charged to the student's account for all contract releases approved (except in the case of a December graduation). Approved refunds are based on a declining percentage schedule governed by the date of approved release. No refunds shall be made after the 10th week of the semester. If a contract release is granted, the student has 48 hours to vacate the premises. The student must follow proper check-out procedures.**