

Mercer University Housing Terms and Conditions

I. Financial Obligations

- A. Upon acceptance of this contract by the Office of Residence Life (here, acceptance is defined as the actual assignment of a space), the student applicant becomes financially liable for housing rental fees for all semesters covered in this contract unless released in accordance with the terms below. **Payment is due on the date University fees are due. The Office of Residence Life does not send out bills or invoices for rental fees.** Bills and/or invoices are sent by the Bursar's Office. A late fee will be assessed after five days for overdue accounts.
- B. All fees, charges or fines related to on-campus occupancy are charged to the individual student's University account. All financial liabilities are then considered due to Mercer University. It is the responsibility of the student to provide verification of Financial Aid if it will be used to cover Housing fees.
- C. **New Applicants to Mercer University:** Upon a *decision not to attend Mercer University*, applicants for fall semester must cancel this contract in writing prior to May 1st. Applicants for the spring semester must cancel this contract in writing prior to November 11th. After these dates, the applicant is bound to the contract if he/she is enrolled in classes at Mercer University. All approved cancellations will result in a \$100 cancellation fee in addition to any buyout fees and/or prorated costs owed.
- D. If the resident defaults in the payment of rent or other Housing charges, the Office of Residence Life shall terminate this contract and retake possession of the premises immediately. Residents shall remain liable for the contracted charges and all costs incurred in collections.
- E. Please contact the Auxiliary Services Office or visit their web site: <http://www.mercer.edu/auxiliary/> for further information on your meal plan options.

II. Terms of Occupancy

- A. 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 (as in Section IA, acceptance is defined as the actual assignment of a space).
- B. 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 between the first published date of check-in and the last official day of final examinations **each semester**. Beyond these dates, students are responsible for securing alternate housing.
- C. 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 fees related to the housing cost for this interim/break period.
- D. In accordance with this contract, residents are entitled to all services provided as stated in Residence Life publications. Students assigned to University Housing are entitled to occupy their assigned room until such time as he/she is no longer enrolled in classes or when removal (or relocation) is deemed necessary by the Office of Residence Life. The Office of Residence Life reserves the right to change or cancel a student's room assignment in the interest of order, health, non-payment, discipline, maximum utilization of residence space, or disaster after notice to the student. A resident alone in a double/triple occupancy room may be required to consolidate (move to another room) with another resident. Any expenses associated with relocation or cancellation will be the responsibility of the student.
- E. Mercer University is an equal opportunity institution. Room assignments are made without regard to race, creed, color, or national origin. Room or roommate requests based solely on race, creed, color or national origin will not be honored.
- F. The Office of Residence Life reserves the right to 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 for late arrival.
- G. Rooms may be occupied **ONLY** by students to whom they are 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.
- H. Belongings left in the room after the official closing 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.
- I. The Director of Residence Life (or his/her designee) reserves the right to deny university housing in the event of felony conviction by civil authorities.
- J. 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.
- K. The Director of Residence Life (or his/her designee) reserves the right to immediately terminate/suspend a housing contract in the event of a violation(s) of the student code of conduct and/or the signee poses a threat to the health, safety, and welfare of the signee or others in the university community. Termination of the contract for the above reasons may result in the immediate eviction of the resident. There will be no refund of prepaid rent in the case of contract terminations.

III. Responsibilities

- A. Smoking is prohibited inside all university buildings and within fifteen (15) feet of any university building. The non-smoking areas of campus housing include student rooms, lounges, lobbies, stairwells, and other common areas.
- B. Students are to 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. Students are responsible for the care and proper use of all furnishings and equipment in campus housing. Students may be charged for damage to, unauthorized use of, or alterations to furnishings or equipment provided in rooms or common areas. Students are jointly responsible for the care and proper use of lounges and other common areas. 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 fire protection devices or systems will be subject to federal and state laws, as well as University policies.
- D. The Office of Residence Life reserves the right to determine the use of all rooms, lounges, common and public areas in the housing system.
- E. 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.
- F. Telephone lines 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, misuse of the telephone, and/or unauthorized phone charges.
- G. The University is not financially liable for personal injury, loss or damage to personal property, or failure of utilities or mechanical equipment. There shall be no allowance to residents and no liability on the part of the Office of Residence Life by reason of 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. 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 being adhered to.
- I. 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 University Bulletin, the Mercer University Code of Conduct, *The Lair*, the *Housing Handbook* and this Housing Contract. Students evicted from on-campus housing for disciplinary reasons will forfeit any refund and be charged a cancellation fee.
- J. 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. Firearms, fireworks, explosives, combustible items and/or other weapons (including 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. The failure of the Office of Residence Life to take action against residents for violation of any terms of the housing contract does not prevent a subsequent act of a similar nature from being treated as a violation of the contract.

Conditions for Contract Release

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. **Residents are urged to carefully consider their circumstances prior to entering into this contract.**

Release from this contract will be considered ONLY under the following conditions: graduation; marriage during the contract term; withdrawal from the University; internship outside the Macon area; study abroad opportunity; or dismissal or suspension from the University. Students must submit a Contract Cancellation request together with acceptable written supporting documentation as may be applicable, to the Office of Residence Life. **The submission of a Contract Cancellation request does not guarantee approval of a release.** A cancellation fee will 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.

For reasons other than those stated above, a resident may request a Contract Buy-Out for the spring semester. The student is assessed 75% of the remaining Contract balance (through the end of the contract term), a \$100 cancellation fee, and all accrued charges based on the date of official check-out. Please note that this "Buy-Out" option is not available for freshman and sophomore residents.

Please retain a copy of this contract for your records.