



**Mount St. Joseph University**  
**Seton Residence Hall Room and Board Agreement**

Office of Residence Life  
 Seton Center 132  
 513-244-4304

MOUNT ST. JOSEPH  
 UNIVERSITY

\_\_\_\_\_ (the "**Student**")  
 Last Name (please print) First Middle Initial  
 Student ID# \_\_\_\_\_

In consideration of the mutual promises stated in this Seton Residence Hall Room and Board Agreement (the "**Agreement**"), Mount St. Joseph University (the "**University**") and Student agree as follows:

**I. TERM AND DATES OF OCCUPANCY**

The University agrees to furnish the Student with an assigned room in the Seton Residence Hall (the "**Room**") located on the University's main campus from August 20, 2021 until May 6, 2022 (the "**Term**"), in accordance with the terms and conditions set forth in this Agreement. Occupancy in the Room by the Student participating in orientation may commence on, and Student may begin moving in no sooner than, August 20, 2021 unless Student receives approval for earlier move-in for athletics then Student may begin moving no sooner than the approved date. Student must vacate the Room on or before May 6, 2022. Occupancy in the Room for Student of sophomore status may commence on, and Student may begin moving in no sooner than August 21, 2021. Occupancy in the Room for Student of junior and senior status may commence on, and Student may begin moving in no sooner than August 22, 2021. Student shall not be entitled to occupancy during the University's winter recess (the "**Winter Recess**"), as defined on the official University calendar available on the University's website. This Agreement does not include occupancy during any University summer academic terms ("**Summer Sessions**"). Occupancy by the Student in the Seton Residence Hall during Winter Recess and/or Summer Sessions may be separately applied for by the Student through the Office of Residence Life and shall be subject to additional charges not set forth in this Agreement. If Student is participating in the University's May 2022 Commencement ceremony, they may apply to extend their occupancy under this Agreement until 6:00 pm EST on May 7, 2021 by making a request in writing to the Office of Residence Life. Requests for additional occupancy during Winter Recess and/or Summer Sessions may be subject to additional charges not set forth in this Agreement.

**II. ROOM AND BOARD CHARGES**

Student is solely responsible for any and all of the financial obligations set forth in this Agreement. Any and all fees due and owing by Student pursuant to this Agreement shall be charged to the Student's University account on a per semester basis.

ROOM CHARGES

Student shall be charged for occupancy in the Room for each of the University's fall and spring semesters, as defined on the official University calendar, that occur during the Term. Consistent with the requests Student made in his/her Housing Application and Section V of this Agreement, Student's assigned Room is a:

<u>Room Selection</u>	<u>Room Type</u>	<u>Standard Occupancy</u>	<u>"Room Charges" Per Semester Per Student</u>
	West Single	One Person	\$3,375.00 Per Semester
	West Single with Bath	One Person	\$3,600.00 Per Semester
	West Large Single	One Person	\$4,060.00 Per Semester
	West Double	Two Persons	\$2,625.00 Per Semester
	West Double with Bath	Two Persons	\$2,850.00 Per Semester
	West Triple with Bath	Three Persons	\$2,850.00 Per Semester
	East Single	Single Person	\$3,075.00 Per Semester
	East Single with Bath	Single Person	\$3,300.00 Per Semester
	Center Suite Double	Two Persons	\$3,750.00 Per Semester
	Center Suite Triple	Three Persons	\$3,750.00 Per Semester
	South East Single	One Person	\$3,375.00 Per Semester

	South East Large Single	One Person	\$4,060.00 Per Semester
	South East Double	Two Persons	\$2,625.00 Per Semester
	Graduate South East Large Single	One Person	\$3,375.00 Per Semester

Student shall be billed for Room Charges consistent with the Room selection identified above for each semester during the Term; however, in the event that Student's Room is reassigned to a different room type consistent with Section V of this Agreement, Student's Room Charges for the semester shall be adjusted on a *pro rata* basis from the date that Student vacates his/her prior Room assignment.

Room Charges under this Agreement are not refundable in the event Student vacates his/her assigned Room prior to the end of the Term. If Student withdraws from the University prior to the commencement of classes in any semester and notifies the Office of Residence Life in writing, the University may, in its sole discretion, decide whether there is good cause to refund Room Charges that have been paid for that semester (less a \$50 administrative fee) and/or terminate this Agreement. In all other circumstances, Room Charges shall not be reduced or refunded after the commencement of classes in any semester.

### BOARD CHARGES

Student is required to participate in a meal plan provided by the University's food service vendor as a condition of this Agreement (the "**Meal Plan**"). Meal Plans range in price and vary in the quantity of food included. Student understands and agrees that he/she will be charged in accordance with Student's selected Meal Plan based on published prices. Meal Plan food service commences the day classes begin each semester, unless otherwise indicated on the official University calendar. Meal Plan food service is generally available during the Term, however, food service is not available on most University holidays, recesses, and/or breaks. Temporary interruptions in Student's access to the Meal Plan food service due to holiday, recesses, breaks, unforeseeable circumstances or circumstances outside the University's control shall not be considered a breach of this Agreement. No refunds of Meal plan charges will be provided in the event of early Termination of this Agreement.

### **III. NATURE OF CONTRACTUAL RELATIONSHIP ESTABLISHED BY THIS AGREEMENT**

Occupancy of the Room by Student under the terms and conditions of this Agreement creates a non-possessory license in favor of the Student for use of the Room and shall not be construed as a lease. By signing this Agreement, Student understands that the Room and/or selected Meal Plan are not transferable to other individuals. The University reserves the right to immediately revoke this license from Student and require the Student to vacate the Room in the event of disciplinary action by the University against the Student, failure of Student to pay required amounts due under this Agreement, or as otherwise described in this Agreement.

### **IV. AGREEMENT TO COMPLY WITH UNIVERSITY POLICIES, INCLUDING COVID-19 PRECAUTIONS**

This document, together with the Student Handbook (including the Residence Hall Policies), applicable academic catalogs, and other University policies, regulations and procedures, constitute the entire agreement between Student and the University regarding the Student's Room and Meal Plan. By signing this Agreement, Student acknowledges that Student has received, been provided access to (including electronic access), and/or reviewed all University policies, regulations and procedures (collectively, the "**Policies**") and agrees to comply with them at all times. Student further agrees to comply with and to follow all University emergency procedures and directives as communicated by University officials and/or updated from time to time. Student also acknowledges and agrees that at all times during the Term that Student is solely responsible for managing Student's personal care, with or without reasonable accommodations, which includes, but is not limited to: appropriate personal hygiene, mental health, management of medical conditions or illnesses and/or health-related personal needs. Student is responsible for proper housekeeping within his/her assigned Room. The University reserves the right to require Student to immediately vacate the Room on a temporary basis for good cause, and, in the event the University determines Student has violated any of the Policies, to require Student to immediately vacate the Room permanently and the University may terminate this Agreement.

## V. ROOM ASSIGNMENT IN SETON RESIDENCE HALL

This Agreement does not entitle Student to any specific room in the Seton Residence Hall. Student's Room assignment will be made by the University in advance of the commencement of the Term based on Student's selected Room type and COVID-19 precautions. The University shall consider the requests made in Student's Housing Application for a specific room and/or roommate(s). However, the University reserves the right to make specific Room assignments for Student and Student agrees to comply with the Room assignments made by the University under this Agreement. The University does not discriminate in housing procedures on the basis of race, color, national origin, religion, sex, age, disability, sexual orientation or other minority or protected status.

The University reserves the right to reassign Student's Room at any time and for any reason during the Term, and Student agrees to adhere to any Room reassignment and to vacate Student's previously assigned Room within 72 hours of receiving written notice from the Office of Residence Life. Room reassignments by the University may occur for any business reason including, but not limited to, issues with space availability in the Seton Residence Hall and/or maintenance issues. Work order link can be found here:

[https://mymount.msj.edu/ICS/Mount\\_Community/Buildings\\_and\\_Grounds/AddView\\_Maintenance\\_Requests.jnz](https://mymount.msj.edu/ICS/Mount_Community/Buildings_and_Grounds/AddView_Maintenance_Requests.jnz)

Following the commencement of the Term, a Student can make a written request to the Office of Residence Life to change the Student's assigned Room for good cause. The Office of Residence Life may grant or deny such requests in its sole discretion.

## VI. ROOM INSPECTION, ENTRY AND MAINTENANCE

Student's Room shall be inspected for damage before and after Student's occupancy. A \$100.00 room damage deposit will be charged to Student and held by the University. Any damage to the Room (outside normal wear and tear) during the Term that is inconsistent with the inspection conducted prior to Student's occupancy shall be charged to Student, including damage in excess of the \$100.00 room damage deposit. The room damage deposit will be returned in full to the Student shortly after the end of their occupancy as long as no damage occurred in their assigned Room. No later than the last day of the Term, Student shall remove all possessions from his/her assigned Room and return the Room key to the Office of Residence Life. Student shall be responsible for the cost of replacing any lost room key and/or damage to any Room lock caused by Student.

Authorized University personnel have a right to enter Student's Room: 1) for the purpose of performing maintenance and repair to Room or University property within it; 2) to ensure that health, safety, and fire regulation standards are maintained; 3) in the event of an emergency which might endanger life, health, safety, or property; and 4) for the purpose of enforcing any and all Policies and/or applicable laws.

The Seton Residence Hall is maintained by the University's Department of Buildings and Grounds. Student may request Room repairs and for the repositioning of University-issued furniture (the "**Furniture**") in Student's Room only by submitting a Work Order to the Department of Buildings and Grounds through MyMount. Under no circumstances is Furniture permitted to be removed from the Room.

**Student is not permitted to move or alter the Furniture in Student's Room (individually and/or with the assistance of any other person), assumes all risks associated with moving or altering the Furniture in Student's Room—including, but not limited to, physical harm and/or termination of this Agreement—and waives any and all claims, causes of action, and/or damages against the University, its agents, employees, officers, directors, successors, assigns, and/or representatives in the event that Student moves, repositions or alters the Furniture in Student's Room and sustains any injury to Student's person or property as a result of moving, repositioning or altering the Furniture.**

Student is at all times responsible for maintaining the cleanliness and/or condition of Student's Room, including but not limited to, by reporting any damage or dysfunction of the Furniture or University property or equipment contained in the Room to the University's Department of Buildings and Grounds. The University will exercise its best efforts to

provide a clean, safe living environment for Student with working utilities and Furniture in good working order. The University cannot guarantee, however, that there will not be temporary failures of utility systems, the need for repairs, and/or defects caused by ordinary wear and tear or other factors.

## **VII. TERMINATION OF THIS AGREEMENT**

Occupancy of University housing is incident to student status as a properly registered, full-time enrolled student capable of safely remaining at the University and meeting academic standards with or without reasonable accommodations. Failure to satisfy all such criteria will result in automatic termination of this Agreement. In addition, this Agreement may be terminated prior to the end of the Term as follows:

### **UNIVERSITY INITIATED TERMINATION**

The University reserves the right to cancel this Agreement at any time for any reason, including but not limited to violations of Policies by Student, revocation of Student's full-time status at the University, or nonpayment of any charges or fees owing under this Agreement or to the University. The University will follow applicable disciplinary procedures in accordance with the Student Handbook when addressing Policy violations. If the University determines that Student cannot safely reside in the Seton Residence Hall, with or without reasonable accommodations required by law, or Student hinders the health, safety or well-being of other students, the Office of Residence Life may terminate this Agreement and require Student to immediately vacate Student's Room and Seton Residence Hall. No refunds of Room and Meal Plan fees will be given in the event of termination for a Policy violation or nonpayment of any charges or fees owed to the University.

### **STUDENT INITIATED TERMINATION**

This Agreement may be terminated by Student prior to the end of the Term only between fall and spring semesters (i.e. prior to the start of classes in the spring semester) or due to extenuating circumstances limited to (i) end of the Student's enrollment at the University, (ii) marriage during the Term with presentation of the original marriage certificate to the Office of Residence Life, (iii) participation in a University program that requires Student to reside outside of the Greater Cincinnati area, or (iv) documentation that Student's serious health condition is adversely affected by residing in Seton Residence Hall, the knowledge of which first became available to Student after executing this Agreement. Termination of this Agreement by Student must be approved in advance and in writing by the Dean of Students or designee. Except as otherwise provided in Section II of this Agreement and unless otherwise determined by the Dean of Students or designee, no refunds of Room and Meal Plan fees will be given in the event of termination initiated by a Student.

The provisions of this Agreement shall survive the termination of this Agreement to the extent necessary to carry out the purpose and intent of their Agreement. This includes, but is not limited to, the rights and obligations of Sections VIII, IX and X which the Parties expressly understand and agree survive the termination of this Agreement for any reason.

## **VIII. FORCE MAJEURE**

The University shall not be liable for loss or damage or deemed to be in breach of this Agreement if its failure to perform results from: (1) compliance with any law, ruling, order, regulation, requirement, or instruction of any federal or state governmental authority or any department or agency thereof; (2) extraordinary events or circumstances outside of the control of University, such as but not limited to strike, lockout, work stoppage, riot, civil commotion, theft, burglary in or about the premises, fire, water, mold, flood, rain, frost, snow, gas odors or fumes from any source whatever, or Act of God; (3) a breach of this Agreement or any act or omission of Student. Any delay resulting from any such cause shall extend performance accordingly or excuse performance, in whole or in part, as may be reasonable in the sole discretion of the University, except that said causes shall not excuse payments of amounts owed at the time of such occurrence.

## **IX. INDEMNIFICATION**

Student shall indemnify and hold the University harmless from and against any and all third party claims, damages, liabilities, losses, government proceedings and costs and expenses, including reasonable attorneys' fees and costs of

any proceedings, arising out of (i) any breach of this Agreement by Student, (ii) any willful or reckless act or omission Student in the performance of this Agreement, or (iii) any violation by Student of any applicable law, rule, or regulation which are in effect during the Term of this Agreement.

**X. ASSUMPTION OF RISK AND LIABILITY WAIVER**

The University does not provide insurance to cover the personal possessions of Student. Student is encouraged to obtain insurance to protect Student's personal property during the Term. Student is solely responsible for properly securing all of Student's personal items in Student's Room, including locking Student's assigned Room's door. The University is not responsible for any damage to Student's property (or any property of another in Student's control or possession) located within Student's Room or brought into Seton Residence Hall by or on behalf of Student.

Student understands and agrees that Student's safety, health, and welfare is Student's own responsibility at all times, and Student is solely responsible for the safe keeping of Student's personal possessions, documents, money, and other property. In the event of illness or injury, Student is responsible for seeking necessary medical or emergency services and Student will be fully financially responsibility for same.

Student, on behalf of himself/herself and all heirs, successors and assigns, hereby waives, releases and/or absolve the University, its board, officers, employees, insurers, agents and/or representatives from any and all claims, losses, liability, costs, damages, and expenses, including attorney's fees and court costs, arising out of, or claimed to have arisen out, of any illness, personal injury, death, property damage, or any other harm actually or allegedly sustained or incurred by Student during or in connection with Student's occupancy in Seton Residence Hall during the Term of this Agreement.

**XI. SIGNATURE**

I have read, understand, and agree to abide by the terms and conditions of this Agreement. This Agreement may not be modified except in writing, signed by all parties and is governed by the laws of the State of Ohio. Submission of this Agreement electronically or by hand holds the same legal force and effect. If Student is under the age of 18 at the time Student is signing this Agreement, Student's parent or legal guardian must review and sign in the space indicated below indicating acceptance of all terms in the Agreement on behalf of the Student.

\_\_\_\_\_  
Student Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Birthdate

\_\_\_\_\_  
Signature of Parent or Legal Guardian (if student is under 18)

\_\_\_\_\_  
Date