



UNIVERSITY OF MINNESOTA ROCHESTER

Office of Residential Life 318 Commons

This housing contract is for the 2023-2024 academic year at the University of Minnesota Rochester (UMR). When this contract is signed and returned or electronically submitted, you enter into a LEGALLY BINDING CONTRACT with the University of Minnesota Rochester. Note: Entering into a lease with an off-campus apartment is not an approved reason to be released from this contract.

The housing application, \$125 non-refundable application fee, and a housing contract must all be completed and submitted by June 1, 2023 to secure a housing assignment for the 2023-2024 academic year. Failure to submit the housing application, non-refundable application fee, or a housing contract by the deadline will result in being placed on a housing waitlist.

The provisions of this contract must be either accepted as written or rejected. Any alterations, cross outs, additions, etc. will be disregarded and the contract, when signed and returned or electronically submitted, will be binding on both parties as originally written. By signing and returning the contract or by submitting a completed electronic copy, the student agrees to this contract for the **entire academic year**, or the remainder thereof. Please read the housing contract carefully so you understand its terms and conditions thoroughly.

Non-Refundable Application Fee - Each housing application must be accompanied by a \$125 non-refundable housing application fee. Students with significant financial need may request to have their application fee deferred until financial aid becomes available by emailing Residential Life at rhousing@r.umn.edu.

Contract Periods - This housing contract is for the entire academic year; September 5, 2023 - May 8, 2024.

The academic year (247 days) is divided into the following:

- Fall Semester: September 5 - December 31, 2023 (118 days)
- Spring Semester: January 1 - May 8, 2024 (129 days)

For all of the above contract periods, students assigned after the original move-in date assume the balance of the contract. See the Break Housing section for more information about break periods. Rooms must be occupied and vacated in accordance with the schedule issued by Residential Life. Residents agree to comply with the established schedule.

Contracts are not transferable from one person to another; this contract may not be assigned or sold. Sub-letting of space within University housing is prohibited. Operating or conducting business within University housing is also prohibited.

Eligibility - To be eligible to live in University housing, each applicant must be a registered University of Minnesota Rochester student and 16 years of age at the time of occupancy. Residents who are not registered as a University of Minnesota Rochester student or who fall

below the minimum credit requirements are not eligible to reside in University housing unless granted an exception by Residential Life. For fall and spring semesters, undergraduate residents must maintain a minimum of six (6) credits per semester and graduate residents must maintain a minimum of three (3) credits per semester to remain eligible to reside in University housing. Students with zero credits will not be granted an exception and must move out within 48 hours of being notified by Residential Life. Students approved to take fewer credits for a semester must take a full credit load in future semesters. To live in University housing over the summer, students must submit the Summer Housing Application and a signed separate contract for the summer season. Students are not required to be registered for summer courses to reside in University housing during the summer season.

While dropping below the credit minimums will render you ineligible to remain in University housing, it does not automatically release you from your financial obligations under the University housing contract.

Living Learning Community (LLC) - All first year students are required to belong to and actively participate in a Living Learning Community of their choosing. Students will rank their LLC preference on the housing application. Residential Life will make every effort to assign a student to one of their top three LLC choices but no guarantees can be made.

In submitting a housing application and a signed housing contract, a resident agrees to abide by all LLC requirements. Failing to abide by LLC requirements may result in a referral to the Student Code of Conduct.

Housing Accommodations - All housing accommodation requests must be processed through the UMR Disability Resource Center. All housing accommodation requests should be completed prior to June 1 of the fall semester the student is enrolling in. Housing accommodation requests made after June 1 may not be able to be granted. Approved accommodations will be communicated from the Disability Resource Center to the Residential Life Director.

Assignment of Room Spaces - At the time University housing is assigned, Residential Life will attempt to honor the preferences indicated on the housing application. Residential Life does not guarantee any preferences will be met. Residential Life reserves the right to assign/reassign applicants/residents to any available space within University housing, even if it is not an applicant/resident's preference. This includes assigning a student to a residence hall that they did not initially apply for. Residential Life reserves the right to reassign a student to a different room at any time during the contract period for any lawful reason, including, but not limited to a change in room designation, safety and security, consolidation, or interests of the community.

Occupancy - Only the residents who are assigned to a room may occupy the room. Students may not change rooms without permission from Residential Life; violation of this policy will result in disciplinary action and/or financial charges. Residents may not have guests under the age of sixteen (16) stay overnight. Residents must obtain the permission of roommates for all overnight guests. Overnight guests are permitted for no more than three consecutive nights or twelve nights per semester, per resident.

Spouses or children of eligible applicants/residents are not permitted to reside in University housing unless granted an exception by Residential Life.

Check-In Procedure - Residential Life will communicate the check-in process in a housing assignment email. Residential Life staff will issue fobs and keys to residents during check-in. At that time, residents must complete all steps of the check-in process, including: a) displaying

identification to prove identity, b) filling out the Key Agreement Form, c) obtaining keys, d) reviewing pre-existing damage reports, and e) fully participating in the roommate agreement process. Reviewing the pre-existing damage report assures that residents will not be charged for damages caused by previous occupants. Failure to follow proper check-in procedures will result in an improper check-in fee of \$100.00 and may subject the resident to the student conduct process for non-compliance.

University Housing Fobs/Keys - For security purposes, a lost fob or key should be reported immediately to Residential Life and the resident must complete the Fob/Key Replacement Form within 48 hours of losing a fob or key. The resident will be financially responsible for the cost of the replacement(s). If a resident fails to provide payment within 10 business days from the date of completing the Fob/Key Replacement Form, the amount to replace any lost or unreturned fob/keys will be charged to the student's financial account plus a \$100 improper checkout fee.

Break Housing -

THANKSGIVING BREAK: NOVEMBER 23 - NOVEMBER 24, 2023

Housing: All residence halls remain open. There is no extra charge for residents staying in University housing during the Thanksgiving Break.

Dining: Alternate dining arrangements will be available over Thanksgiving Break at an additional cost for students that are on the campus dining meal plan.

WINTER BREAK: 8:00 PM ON DECEMBER 21, 2023 – 8:00 AM ON JANUARY 15, 2024

Housing: 318 Commons remains open for residents during Winter Break. There is no additional cost for students to stay in 318 Commons over Winter Break as the cost is already incorporated into the fall and spring semester housing charges.

Dining: Alternate dining arrangements will be available over Winter Break at an additional cost for students that are on the campus dining meal plan..

SPRING BREAK: MARCH 4 – MARCH 8, 2024

Housing: All residence halls remain open. There is no extra charge for residents staying in University housing during Spring Break.

Dining: Alternate dining arrangements will be available over Spring Break at an additional cost for students that are on the campus dining meal plan.

Dining & Housing Charges and Billing - All housing and meal plan charges will be billed to each resident's student financial account at the University of Minnesota Rochester.

In submitting a housing application and a signed housing contract, a resident agrees to pay the room and meal plan (if applicable) at the established rates unless and until this contract is canceled or resident is granted a release if permitted as set forth in the Contract Release Request and Termination section below.

Rates for different UMR housing layouts are detailed at the following website:
<https://r.umn.edu/student-life/office-residential-life/rates>.

Billing due dates are in accordance with UMR tuition and payment schedules, detailed at this website: <https://onestop.r.umn.edu/dates-and-deadlines>

Early Move-Ins - Residents requesting to move into their assigned UMR housing living unit prior to their contracted start date must submit the Early Arrival Form and receive approval from Residential Life. By submitting the Early Arrival Form, the resident agrees to pay an early arrival fee of \$30/day from the time they move-in to when their housing contract begins.

Resident agrees that failure to satisfy the financial obligations of this contract may result in any or all of the following:

- a. Placement of a hold on a resident's academic records and/or registration
- b. Denial of future residence
- c. Termination of contract and removal from University housing
- d. Referral of the resident's account for collection
- e. Referral for legal action

Damages and Additional Charges - Residents are liable for any damage, modification, or excessive cleaning required in their room. Each resident will review a pre-existing damage report during move-in to document any pre-existing damages. Residents will not be allowed to report additional pre-existing damages after signing off on the report. Together, Resident Assistants and residents will complete an inspection report during move-out to document any damages that occurred during the course of the resident's stay. By submitting a housing contract and signing off on the inspection report, the resident agrees to pay the cost of repair, replacement, or cleaning of any item or part of University housing that the resident damages, modifies, or destroys. If a damaged item can feasibly be repaired, the resident will be charged the cost of repairing rather than replacing the item.

All repairs/replacement work will be initiated and accomplished by 318 Commons or its designee.

Additionally, residents may be charged and held accountable for spaces that do not meet the cleanliness standards as determined by Residential Life staff. Charges may be billed to the individual, the group of roommates who utilized the same living spaces, or residents in the building who utilized shared spaces. If an individual does not accept personal responsibility for a common area damage or cleanliness, all persons associated with that space will be charged for the damage or cleanliness issue incurred. Damage charges will be divided evenly unless the Residential Life Director/designee determines who is responsible for the damages.

Residents are also responsible for any damage caused by their guests. Residents are responsible for disposing of trash in designated locations; failure to abide by this policy will result in disciplinary and/or financial action.

Charges for damages and excessive cleaning will be determined by 318 Commons and processed through the UMR Billing Office. Damage billing notifications will be sent by Residential Life to residents' UMR email accounts within 6 weeks after moving out. All disputes to charges assessed must be contested within 10 business days of the email notification, following the instructions in the damage billing notice. All final charges will be posted to student accounts and may be paid online.

Check-Out Procedure - Residential Life staff will communicate details for the move out process in the spring semester to UMR student emails. Standards for how to clean and prepare for a successful check-out will be included in these details. All residents who are not graduating

students or participating in commencement must move out no later than 24 hours after their last final exam or deadline for turning in a project. Any exception must be approved by Residential Life. Refunds/credits are not granted for early move-outs from University housing. Failure to follow proper check-out procedures will result in an improper check out fee of \$100.00 and subject to the student conduct process for non-compliance.

Right of Refusal - Residential Life reserves the right to refuse any application for any lawful reason, including but not limited to the following reasons:

- Applicant does not meet the established eligibility requirements
- Applicant has violated any University housing policy, rule, and/or regulation
- Applicant has a poor payment history, outstanding financial balance, or had extensive apartment/room damage in the past
- The University determines that the applicant's presence in student housing would not be in their and/or the University's best interest

Rules and Regulations - Students residing in UMR housing are subject to all relevant federal, state, local, and University laws, ordinances, policies, rules and regulations which may be amended during the contract period. This includes [Office of Residential Life Policies and Procedures](#) and the [Student Conduct Code](#).

University's Termination of Contract and Removal from University Housing - The resident hereby recognizes the right of the University to terminate the resident's contract for breach of any of the previously-described laws, ordinances, policies, rules, or regulations. Residential Life reserves the right to terminate the housing contract of any student after the student assumes occupancy if the University and/or Residential Life is made aware of the student's involvement in any previous criminal activity that could cause potential risk to the residential community. The resident agrees that they may be removed from housing if they fail to vacate their room after receiving notice of termination of the contract and a demand to vacate. In the event of termination of a resident's contract by the University, the resident will be liable for all housing-related charges up to the time of termination of such occupancy and may be held responsible for the remainder of the housing should Residential Life not be able to find a replacement resident. Regardless of whether a replacement resident is found, residents who are judicially terminated from University housing (i.e., terminated for violation of student disciplinary rules) will be held financially responsible for 30% of the remainder of the housing charges. Following appropriate student conduct action involving serious violations of University regulations or policies, a resident may be removed from University housing within 24 hours. Residents removed from University housing will be financially responsible for all costs associated with the removal process. The University reserves the right to make changes in any and all such policies, rules, and/or regulations.

Interim Suspension - After evaluating the evidence received, the identification of the parties, the safety and well-being of residents, staff, and University property, and, in those cases where there is an indication that a resident's misconduct will be repeated or continued or where the University believes it is necessary to permit the University to carry on its functions with respect to University housing, the University may immediately suspend a resident from University housing, pending hearing before the appropriate disciplinary authority. The Residential Life Director or designee may make the decision regarding interim suspension and shall provide notice of the decision to the resident. The resident objecting to an interim suspension has the right to a prompt

hearing before the Associate Vice Chancellor for Student Success, Engagement, and Equity or designee on the questions of identification and whether the suspension should remain in effect until the full hearing on the underlying charges is completed.

Room Changes - The Room Change Request Form will open for all students six weeks into the fall semester. Room changes for urgent matters may be made outside this time frame with authorization of the Residential Life Director. Submitting the Room Change Request Form does not guarantee a new housing assignment. Residents who are granted a new assignment will have the opportunity to accept or decline their new assignment. If accepted, the resident agrees to pay any difference in housing charges for the remainder of the academic year that would result from a change in the type of room they are assigned to. Before the end of fall semester, the Residential Life Director will ask current occupants for room change requests, which must be processed before the start of spring semester. Residential Life reserves the right to make room changes or to remove residents from the building at any time. If a room change is completed without the approval of the Residential Life Director, that resident will have to move back to their original room, may be charged an improper check-out/check-in fee, and pay for any damages inflicted as a result of the non-approved room change.

Vacancies and Consolidation - Residents assigned to a double room with a vacant bed space at move-in or during the semester due to a roommate moving out may be offered an opportunity to buy out their room as a single (pending space availability) for the remainder of the academic year. Residents have 72 hours from receiving the room buyout notification to select this option and agree to pay the single room rate for the remainder of the academic year.

Any resident with a vacancy in their room is required to keep the vacant bed in move-in ready condition for potential incoming residents, and/or they may be consolidated to another living space at the discretion of the Residential Life Director. A 24-hour advance notice will be sent via UMR email to residents if they are assigned a new roommate. Residents are not allowed to reject a new roommate.

When a vacancy occurs in University housing, Residential Life reserves the right to fill that vacancy with a current resident or an applicant on the housing waitlist. If Residential Life has no eligible residents or no eligible applicants remaining on the housing waitlist, the remaining resident(s) in an under-occupied room may be required to consolidate into a living space with other residents who also remain in an under-occupied room or may be charged a higher rate for an under-occupied space (e.g. double as single rate). One or more of the remaining residents may be required to move. Residential Life reserves the right to consolidate spaces and move occupants at any time.

Room Consolidation Process - Residents in an under-occupied room will be allowed 72 hours from Residential Life's notification that the consolidation process will take place to find another eligible roommate of choice or, if permitted, agree to pay a higher rate established by Residential Life for the room (e.g., double as single). If, after 72 hours, the remaining resident has not found another eligible roommate or has not willingly (if permitted) agreed to pay the higher rate, the following will occur: 1. All residents will be ranked by date of original application to housing for the academic year and will be reassigned to an open space in the order of the resident with the latest application date being moved first. 2. All residents will be required to move within 72 hours of notification from Residential Life. Any resident failing to complete the move within 72 hours will be charged the higher rate retroactive to the date the room became under-occupied. Note: If, however, another roommate or room is not available within the building, the higher rate will not be charged. In this case, Residential Life reserves the right to assign a student to that room should the need arise.

Construction and/or Service Delays - Residents are advised that construction activity may affect residents to varying degrees and may involve excess dirt and/or noise. Residents are also advised that, while it is impossible to know the extent of such inconveniences, these situations may prove to be difficult. The financial requirements involved in operating a fully self-supporting (no legislative subsidy) University housing system do not allow for any adjustments to housing-related charges to compensate if construction-related inconveniences occur or if something beyond Residential Life's control prevents or delays delivery of services under this contract.

Contract Release Request and Termination - Other than the \$125 non-refundable application fee, there is no additional penalty for applicants that cancel their housing application from the time they apply until June 1, 2023. Applicants who cancel their housing application between June 1, 2023 and the start of their contract period will forfeit their \$125 application fee plus be charged an additional \$250 cancellation fee.

Once a student moves into their assigned space, the student (and parent(s) or guardian if the resident is under the legal age of 18 years) becomes responsible for all the terms and financial obligations of this contract. The student must complete the contract release process to be considered for a release from their housing contract. This clause also applies to students who have moved in early and to an applicant who has been assigned to a space but fails to occupy the assigned room by 8:00 AM on the first day of classes of a term and who has not provided written notification to Residential Life of their desire to cancel their contract prior to the first day of classes.

Residents may be granted a release from their housing contract during the contract period for any of the following reasons, subject to proper documentation:

1. Withdrawal from the University
2. Graduation
3. Marriage
4. Study abroad or University-related internship
5. Call to active military duty

To request a contract release, residents must complete the [Contract Release Request Form](#) and provide supporting documentation. Requests for release due to other extenuating circumstances may be granted (but are not guaranteed) such as 1) proof of demonstrable, non-replaceable loss of financial support base after assuming occupancy in University housing or 2) proof that a medical/psychological condition exists that was nonexistent prior to the resident's move into University housing or severely exacerbated after assuming occupancy. Documentation is required for any such requests. Please note that you have entered a legally binding contract. Contract releases for reasons not listed above most likely will not be approved. *You will not automatically be released from your contract if you sign a lease with an off campus apartment prior to being approved for a contract release.* All other reasons for a contract release request may be reviewed on a case-by-case basis but are not guaranteed.

If the University approves a request for a contract release for any reason during the contract period there will be a \$350 cancellation fee and the resident will be financially responsible for paying a prorated amount for the number of days they resided in housing. If the contract release request is not approved, the resident is responsible for all financial obligations of the contract.

Note: Residents who are released from their contract due to withdrawal from the University should be aware Residential Life monitors subsequent credit loads. Released residents who re-register for classes during the academic year will be held responsible for the balance of their contract.

Unauthorized Cancellations: Unauthorized cancellations occur when any resident moves off campus without showing just cause for termination and without receiving approval from Residential Life. Non-occupancy of an assigned space does not terminate the contract, and the appropriate charges under the contract will continue if a resident moves out without approval.

Insurance - UMR assumes no responsibility for theft, destruction, or loss of monies, valuables, or other personal properties belonging to, or being in the custody of, the student from any cause whatsoever, whether such losses occur from the student's room or public areas. Each student is strongly encouraged to carry personal property/renter's insurance.

Campus Residency Requirement - All first and second year students are required to live in UMR approved on-campus housing unless a student meets one of the criteria listed in the Campus Residency Requirement Exemption Form.

To request a residency exemption, please submit the [Campus Residency Requirement Compliance/Exemption Request Form](#) prior to June 1 of the academic term you are enrolling in. Residential Life will follow-up with students once their submission has been received.

Having already signed a lease with an off-campus landlord or purchasing a home will not be considered as a reason for exemption. **Release from the residency requirement is not guaranteed.** Students are encouraged not to make any other commitments for housing until they receive a written response to their requests for exemption.

Students who do not comply with the campus residency requirement may have their UMR records (including financial aid and academic records for registration and transfer) placed on hold or face other sanctions. Students who are found to be living off-campus in violation of this policy may be assigned a space and be required to move into UMR approved housing. Please allow 2 weeks for a final response.

Under 18 - If you are under 18 years of age, a parent or guardian must also sign this contract. Upon receipt of the signed document (with student and parent/guardian signatures) and application approval, this contract will become a binding legal document.

You may return this signed contract by email or mail. Please see contact information below.

Agreement to UMR Housing Contract for 318 Commons

By signing the UMR Housing Contract for 318 Commons (electronically or signed hard copy), I agree to follow the terms and conditions outlined in this UMR Housing Contract for 318 Commons. I also state that I have not provided false information in the completion of this contract, and understand that any falsification will render this agreement null and void.

TO BE SIGNED BY STUDENT AND PARENT/GUARDIAN IF STUDENT IS UNDER 18 YEARS OF AGE ON THE DATE OF HOUSING APPLICATION SUBMISSION.

Student Signature: _____ Date: _____

Student Printed Name: _____

UMR Student ID Number (7 digits): _____

Parent/Guardian Signature: _____ Date: _____

*Note: parent/guardian signature is only required if student is under 18 years of age

Parent/Guardian Printed Name: _____

RETURN SIGNED CONTRACT ~ MAIL OR EMAIL

Mail: Attn: Housing Contract
UMR Residential Life
111 S. Broadway, Suite 300
Rochester, MN 55904

Email: rhousing@r.umn.edu