

Name: _____

SID: _____

**Mount Mercy University – Office of Residence Life
Room & Board Contract – Academic Year 2022-2023**

*You are bound by the Terms and Conditions of this contract. This contract is between Mount Mercy University and you, the student. The term of this contract shall commence on the day you move in and terminate 24 hours after your last final exam in May. Graduating seniors may remain in housing until 5pm the day following graduation. **The student's liability for any violation of this Contract shall survive termination.***

Terms and Conditions

1. University Housing Policy

Students are required to live in university housing during their first six semesters of full-time university attendance. Students may be exempt from this requirement if terms outlined in the Residency Exemption form can be met.

An exemption request must be filed and approved by the Office of Residence Life in order for any exemption to be made.

Incoming students will automatically be assigned to live in a residence hall and charged at least the base room and board. First-year students will be placed only in areas designated first-year housing by Residence Life.

Returning students may choose a housing assignment through the spring housing selection process. Students of at least sophomore status by fall semester or 20 years of age by 1 August 2022 may live in McAuley (if/when available) and Andreas Halls. Students of at least junior status by semester may also live in Lower Campus and the Hazel Houses. Exceptions to this may be made by Residence Life at the time of placement at the discretion of Residence Life. Students who drop below full time (12 semester hours of credit for undergraduate students and 9 semester hours of credit for graduate students) must meet with the Director of Residence Life for permission to remain on campus. Permission is not guaranteed, and part-time exemptions will be granted based on housing need and the student's conduct/housing history.

No one under the age of 18 is permitted to live on campus without the approval of the Director of Residence Life.

The University's policies prohibiting harassment or discrimination based on an individual's race, religious belief, gender, sexual orientation, national origin or other protected classes guide all policies and procedures of the Office of Residence Life, particularly those related to room assignments, roommate relations, employment and the behavioral standards expected of residents.

2. Contractual Agreement

Mount Mercy University offers to furnish space in a room, apartment or suite for the length of the contract in consideration of payment of the fee in effect at the time of occupancy, and compliance by the student with all of the terms and conditions of this contract and the policies of Mount Mercy University. All regulations and provisions herein shall remain in effect unless changed or modified by official written notice from the Director of Residence Life. Fulfillment of the contract is contingent upon proper signature on the contract and availability of space within the university residential facilities.

3. Use of Rooms/Suites/Apartments/Houses

- a. The room/suite/apartment/house may be occupied only by those persons assigned to that room/suite/apartment/house.
- b. New students may occupy their rooms/suites/apartments/houses after 8 A.M. on the first day of Orientation, unless part of an approved early-arrival group. Students should adhere to any schedule provided by Residence Life.
- c. Early-arrival groups may be subject to temporary housing accommodations while summer housing arrangements are vacated and cleaned. Early arrival privilege may be rescinded immediately for any violations of policy during the early arrival period.
- d. Individuals arriving prior to the date approved in advance by an Assistant Director of Residence Life may be denied permission to move in early; or approved with a \$100 fine plus \$25 per night between date of arrival and the date the student would have normally been approved to move onto campus without an individual exception.
- e. Returning students may occupy their rooms/suites/apartments/houses according to the schedule published by the Office of Residence Life.
- f. Students wishing to remain in University residential facilities during Thanksgiving, Christmas, and Spring breaks must request permission from the Office of Residence Life. A request form will be made available in the week(s) leading up to

each break. Permission to remain in any University residential facility is not guaranteed and may be subject to additional costs and/or stipulations as determined and announced by the Office of Residence Life prior to each break.

- g. All students must vacate the room/suite/apartment/house and remove all personal belongings from the premises in accordance with the schedule announced by Residence Life at the earlier of: the scheduled term of this Contract, or the date of Contract termination by the University as provided herein.
- h. If personal belongings are not removed from the premises, the resident hereby authorizes and agrees to pay a per diem room/suite/apartment/house rental charge to the University for each day that the room/suite/apartment/house is not available for reassignment by the University. Further, the resident agrees to pay such fees as are assessed by the University for the labor involved in the removal and storage of the resident's personal belongings, and the University shall not be responsible for any resulting loss or damage.
- i. The resident shall permit no waste or damage to be done to the room/suite/apartment/house, or to any equipment, fixtures, or furnishings located therein, and shall leave them in condition equal to move-in condition, natural wear and tear excepted.
- j. Residents are expected to examine the condition of their room/suite/apartment/house and its furnishings and report any damaged items to the Office of Residence Life upon signing into that room/suite/apartment/house. Failure to report any damage within two weeks of moving into a room will result in the resident forfeiting the opportunity to appeal damage charges.
- k. The condition of the room/suite/apartment/house will be inspected periodically and upon vacancy and the resident(s) will be assessed a charge for any change in condition not from usual wear and tear.

4. Room and Board Rates - Academic Year 2022/2023

The base room rate is \$2,600 per semester, while the base board rate is \$2,614 per semester. This rate covers a double room in Regina, a quad or triple suite in McAuley or a triple in Andreas plus the VIP Meal Plan.

Additional costs will apply for other housing options.

Please select your meal plan below:

VIP Meal Plan – unlimited swipes for personal use, \$2,614 per semester

Mustang Meal Plan - 7 meals per week, \$2,128 per semester (only available to juniors, seniors, and residents of the Lower Campus Apartments and Hazel Houses)

Room & Board Rates		
	Rate per Semester	Increase over Base Rate
	2022-2023	2022-2023
Room Type		
Regina Double, McAuley Quad and Triple	\$2,652	<i>(Base Rate)</i>
Andreas Triple	\$2,652	\$0
Lower Campus Double	\$3,322	\$670
Medical Single Room, Regina or McAuley	\$2,652	\$0
Double-in-Triple McAuley	\$3,315	\$663
Hazel House	\$3,409	\$757
Double-in-Triple Andreas	\$3,315	\$663
Single-in-Double Regina, McAuley, Lower Campus, Hazel; Single-in-Triple Andreas	\$4,869	\$2,217
Summer Housing Rates (2022)		
Double Room	\$832	
Single-in-Double	\$1,248	
Meal Plans		
VIP	\$2,666	
Mustang Plan – an average of 7 meals per week (only eligible for Juniors and Seniors)	\$2,172	-\$484

5. Terms and Conditions of the Meal Plan:

- a. All students living in university housing of any type must be on either the VIP or Mustang meal plan. If no meal plan is selected, or if the Mustang Plan is chosen by a student who is not eligible for it, the VIP Meal Plan will be chosen as the default (base) option.
- b. Residents are required to select a meal plan at the time of contracting for campus living.
- c. Meal plans are not transferable and are to be used solely by the student to whom the I.D./Meal Card is issued.
- d. The first meal served under this agreement will be dinner the first day of orientation for new students and students with university obligations. For returning students the board plan begins with dinner the designated day that the residence halls open for returning students.
- e. The dining center will post a schedule of meals before and after break periods. No meals will be provided under this contract during university breaks.
- f. The dining center is able to reduce meals during times the University is closed and the residence halls remain open.
- g. Meal plan selections for fall semester may be changed during the period of time from housing selection until 1 August of each year. Meal plan changes after 1 August may incur a \$25.00 processing fee. First year students will have the first two weeks in fall semester to change their meal plans for that semester.
- h. For spring semester, changes must be made prior to the first day of winter term each year. Incoming transfers and other spring start students will have the first two weeks in spring semester to change their meal plans for that semester.
- i. Meal plan changes will take effect on the first day of fall or spring semesters.

6. General Occupancy Provisions

- a. Each resident is required to pay a **non-refundable** \$50 housing deposit prior to their first semester in campus housing. This is included in the Tuition Deposit for new students.
- b. Preference requests of returning and new students cannot be honored if a change in the assigned use of the facilities would make honoring the requests impossible. The University reserves the right to make all final decisions concerning the assignments.
- c. If vacancies occur, the remaining resident(s) shall agree to accept other reasonable assignments, which shall be limited to accepting other roommate(s), moving into other quarters if requested, or paying the established rate for the room, apartment or suite if overall occupancy permits this option.
- d. Any student occupying a private room without paying the private room rate may only occupy the part of the space designated by Residence Life. Any attempt to occupy the entire space will result in the student paying the private room rate from the date the space became available.
- e. The University reserves the right to reassign space as necessary when vacancies occur in multiple occupancy quarters or when problems caused by roommate incompatibility are unresolved by the occupants.
- f. If a vacancy occurs prior to the end of the contract term, the resident who leaves forfeits the right to use the residential space and is expected to return room/suite/apartment/house and building keys within forty-eight hours of vacating the room/suite/apartment/house. Failure to return keys within this time frame will result in charges for lock changes and key replacement. A student who vacates without canceling his/her housing contract as described under "Termination of Room & Board Contract" will be subject to the entire cost of the original contract agreement, including housing and board costs.
- g. Residents are hereby notified that some building materials in University residences may contain asbestos.
- h. All Mount Mercy University students and employees are advised of Iowa Code, Section 692A.3A which "provides that a person required to register under the Iowa Sex Offender Registry law who's a full-time or part-time student or is employed on a part-time or full-time basis at an institution of higher education must register with the sheriff of the county in which the institution is located and provide the sheriff with the name of the institution. The person must register with the sheriff within 5 days of becoming a student or becoming employed at the institution."
 In compliance with the Clery Act, the Mount Mercy community is advised, that the Iowa Sex Offender Registry is available at the following website, www.iowasexoffender.com.
 Additionally, in that the Mount Mercy campus property lies in legal proximity to elementary and middle schools and under provisions of Iowa Code 692A.3A, Mount Mercy will not offer housing nor permit occupancy to those listed on the Iowa Sex Offender Registry.
- i. Any student arrested, charged or convicted of any state or federal law may be subject to immediate housing contract cancellation, or suspension of university registration.

7. Termination of Room & Board Contract:

Contracts may be cancelled or terminated under the conditions below. Contracts terminated or cancelled for any reason may be subject to the fee schedule listed in the table titled, "Contract Cancellation Schedule." Additionally, moving off campus may affect institutional aid as determined by the office of Financial Aid.

**Residents studying abroad or graduating at semester are exempt from all contract cancellation fees.
Residents called to active service are exempt from all contract cancellation fees.**

Contract Cancellation Schedule	
Cancellation Date	Fee
Fall Semester	
July 5, 2022 through 20 August 2022	\$500.00
21 August 2022 through 30 September 2022	\$1000.00 plus 1/3 of room & board for fall semester
1 October 2022 through 31 October 2022	\$1000.00 plus 2/3 of room & board for fall semester
1 November 2022 through 31 December 2022	All of room & board for fall semester
Spring Semester	
1 January 2023 through 29 January 2023	\$500
30 January 2023 through 29 February 2023	\$500.00 plus 1/3 of room & board for spring semester
1 March 2023 through 31 March 2023	\$500.00 plus 2/3 of room & board for spring semester
1 April 2023 through 17 May 2023	All of room & board for spring semester

Mount Mercy University may terminate or cancel this Contract when:

- a. The resident does not attend Mount Mercy University.
- b. The resident attends Mount Mercy University and his/her enrollment is subsequently terminated by the University. If the student is readmitted, the student agrees to accept a reasonable new assignment to whatever accommodations are available, and the contract remains in force.
- c. The resident is subject to university disciplinary action which results in the termination of the contract. Under this circumstance, the resident may not receive any refund of housing charges and will be charged 100% of room and board fees for the contract period.
- d. The resident is subject to academic suspension or expulsion from the University. The resident will forfeit the housing deposit and will be charged according to the cancellation fees schedule listed below.
- e. Any student arrested, charged or convicted of any state or federal law may be subject to immediate housing contract cancellation, or suspension of university registration.
- f. The resident fails or refuses to comply with any of the terms and conditions of the contract. The resident may not receive any refund of housing charges and may be charged 100% of housing and board fees for the Contract period.
- g. In the event of an emergency situation, the University may execute an involuntary cancellation of the Room and Board contract, requiring students to move off campus. Terms of the Contract Cancellation Schedule will be followed unless otherwise communicated.

The Resident may terminate or cancel this contract when:

- a. Withdrawing or graduating from Mount Mercy University.
- b. Leaving to study abroad.
- c. Called to active service.

If the resident intends to cancel this contract for any other reason, a Petition of Release must be filed with the Petition Committee. For more information on the petition process, please contact the Director of Residence Life.

8. Personal Property Disclaimer

The University assumes no liability for any loss or damage to the personal property of the resident and does not carry insurance on the personal property of the resident.

Each resident should determine if their personal property is covered by parents' homeowner's policies; if not, they should purchase whatever personal property insurance he or she desires.

9. Rules Governing Campus Living

- a. Any person signing this contract is required to comply with all University and Residence Life rules and regulations as stipulated herein and in the current Mount Mercy University student handbook, as well as posted rules for use of specialized spaces (such as kitchens, lounges, fitness rooms) within the residential facilities.

- b. The use of Residence Life facilities is conditioned upon compliance with state and federal laws and University policies and is limited to residents and their authorized visitors and guests. Failure to comply with such policies, procedures, and regulations may result in the imposition of administrative reassignment, termination of this contract, university disciplinary action, and/or civil/criminal action.
- c. The Office of Residence Life retains the right to effect disciplinary action against a resident, reassign/repossess space with 48 hours' notice, confiscate items possessed or used in contravention of policies, periodically inspect rooms/suites/apartments/houses to determine the condition thereof, and to effect other steps, including entry and inspection of rooms/suites/apartments/houses necessary and advisable to the safety, maintenance, security and/or management of the residence life facility.
- d. The University shall have the right for its authorized representative(s) to enter the room/suite/apartment/house at reasonable times for the purpose of service and maintenance and to examine the condition thereof. By completing this Contract, the resident consents to the entry of the room/suite/apartment/house by authorized representatives of the University for these purposes and those outlined in The Good Book.
- e. Rules and regulations are subject to periodic review and change.
- f. Students are to act with consideration and responsibility toward others in the community and toward the rules and regulations governing the community.

10. Check-In & Check-Out Process

Upon checking in to a new room, residents will be given a room condition report link, keys, mailbox key or combination as applicable. Residents will also be required to meet with their RA to sign a Roommate Contract and other paperwork, if applicable. Residents must complete the check-out process within 24 hours of their last final exam or by noon of the last day the halls are open (whichever comes first).

Closing information will be provided primarily via email, but also flyers and floor meetings. Any damage to the room/suite will be charged directly to student accounts. Failure to follow posted and written information about the check-out process may result in additional administrative charges. This includes check-outs during the middle of the year due to room changes, petitioning out of the Contract, removal from the halls, etc.

11. Consolidation

The University reserves the right to reassign space as necessary when vacancies occur in multiple occupancy quarters or when problems caused by roommate incompatibility are unresolved by the occupants. Therefore, Residence Life has developed a consolidation process to reassign students based on occupancy needs. If the space needs to be reallocated, Residence Life may contact the resident(s) and inform them of the following options:

- a. The resident may be asked to find another roommate to move into the room by the deadline prescribed by Residence Life
- b. The resident may be consolidated into another room where a space is available
- c. The resident may be given the opportunity to "buy out" the room at a single-in-double or double-in-triple room rate for the rest of the semester based on availability, capacity, and the discretion of Residence Life staff. Students will be given 72 hours to complete a room change if warranted. Any student occupying a private room and not paying the private room rate must confine their living to the space designated by Residence Life.

12. Emergencies

Residents who witness emergency situations are encouraged to contact the Department of Public Safety who can dispatch both campus security and communicate with the Cedar Rapids Police Department. Residence Life will inform residents of situations that require broad notification by sending staff members to doors, sending emails, or posting general hall announcements on bulletin boards. In any of these instances, it is imperative that residents follow any instructions given. Students are also highly encouraged to sign up for **RAVE**, which is a phone and text-based system allowing the university to notify students, faculty and staff when an emergency is taking place on or near campus. The system is used only in critical situations, including weather emergencies, with potential to affect health or safety. Most students are opted in by default. Please contact Public Safety with any questions about RAVE.

13. Health & Safety Inspections

Residence Life staff will enter all rooms/suites/apartments each semester for health, safety, and facility inspections. Residence Life staff will give at least 48 hours' notice of room entry for this purpose. Staff will look at fire safety equipment (smoke detectors, sprinkler heads, fire extinguishers), screens, window & door locks, overall cleanliness, ensure personal effects are not placed against heaters & air conditioning units, and check that electrical outlets are not overloaded, etc.

Hazel Houses: Due to the unique living environment of the Hazel Houses, Residence Life may conduct **monthly** health and safety inspections of each house. Staff will work with Hazel residents to schedule the monthly inspections in advance. Rooms/suites/apartments/houses deemed unacceptable or in violation of University policies/standards or of state/federal law will receive a notice identifying the specific violation for the resident(s) to address. Residents of the living area in question should expect a follow-up meeting with their RA or the Director of Residence Life depending on the severity of the violation.

14. Laundry Amenities

Laundry is offered for free to University residents. Each residential facility has washers and dryers for use by the residents of that facility only. Students are asked to be respectful of the units and timely with the picking up and completion of their laundry to avoid disrespect to the overall community.

15. Mail

Effective Fall of 2021, students will no longer have individual mailbox numbers and keys. All mail sent to the main campus is managed by the University Store. Students will use the physical address of campus and pick up mail at the University Store, which utilizes a dynamic mailbox system to sort and distribute mail. Students living in Hazel houses may use the address of their house for mail.

16. Storage

Due to limited space and liability issues, Residence Life is unable to accommodate storage of residents' personal items or room furnishings at any time during the year. Residents may wish to explore professional off-campus storage services to accommodate any additional storage needs. Room furnishings are not permitted to be removed from student rooms, and in many cases, the University may not be able to accommodate removal of any standard furnishings.

17. Roommate Conflict

Residence Life recognizes that conflicts arise within any group living situation and encourages residents to try and work out these differences for themselves. Students experiencing conflict must work with their Resident Assistant (RA) first to seek successful resolution.

18. Room Change Requests

Residence Life has found that many roommate differences can be resolved through mediation, eliminating the need for a room change. Should mediation not resolve the roommate issues and if the resident's account is current, space is available, and eligibility requirements are met, students may request a room change. Room changes will not be considered during the first two weeks OR the last two weeks of each academic semester in order to create hall rosters and complete administrative procedures; however, Residence Life will attempt to accommodate requests during other times.

Students wanting to request a room change should set up a meeting with their Resident Assistant (RA) first.

I do hereby acknowledge that I have read and understand the Terms and Conditions outlined in this contract and I agree to abide by all terms, conditions, regulations, and procedures stated or referred to in this contract.

Signature

Date

Parent/Guardian Signature (if student is under 18)

Date