

2024-2025 Housing and Food Service Contract

1. Students living in University residence halls must have a meal plan as selected in the student's Housing Application. Any exceptions (e.g., medical or internship) must be approved by the Title IX and Equity office through their established accommodation request process.
2. **The term of this Housing and Food Service Contract is for the 2024-2025 Fall and Spring semesters; or, if signed after the beginning of a semester, for the remainder of the 2024-2025 Fall and Spring semesters.** This Housing and Food Service Contract has been created from student's Housing Application.
 - *Once occupancy has taken place*, reference the Cancellation/Release from Housing and Food Service Contract section in this document.
3. The University wishes to maintain flexible housing policies that are in the best interest of the University community. For this reason, students who are not first-time freshmen may choose to live off campus. Once a non-first-time freshman moves-in, however, they are subject to the cancellation policy as articulated later in this contract.
4. **Students must be 17 years of age, or older, at the time of moving into the residence halls.**
5. **First-time Freshman live-on requirement:**
 - A. University policy requires that all first-time freshmen must live in the residence halls unless they are:
 - 21 years of age;
 - Married; or
 - Commuting from their parents', grandparents', or legal guardians' primary residence (where they resided during high school) within 60 miles of Northwest Missouri State University. Owning or purchasing a secondary property within the 60-mile radius does not satisfy the requirement.
 - B. Permission is not granted for students to live with older siblings, aunts, or uncles unless they have legal guardianship.
 - C. Freshmen commuting from home must complete a Commuter form (email reslife@nwmissouri.edu for the form). Providing false information to Northwest Missouri State University on any form or through any means violates the Student Code of Conduct and may subject the student to disciplinary sanctions.
 - D. This Housing and Food Service Contract is for the fall and spring semesters. Release from this Contract is not automatic and, as such, should not be expected or assumed by any student. If commuter status is not approved, freshman students will be required to live on campus (as stated by University policy) and pay appropriate fees.
6. Students will be required to pay the housing/food service fees that are established by Northwest Missouri State University. If the installment plan is selected, students must

follow the schedule that is established by the Student Account Services Office as well as comply with the terms of this Contract.

7. **Exceptions to Conditions of the Contract:** Any exception to the conditions of this Housing and Food Service Contract must be approved in writing by the appropriate University personnel. These exceptions must be approved before the effective date of this Contract.
8. **Contract Clarifications:** Any questions concerning this Housing and Food Service Contract should be addressed to:

Coordinator of Housing Assignments
Residential & Auxiliary Services
Northwest Missouri State University
800 University Drive
Maryville, MO 64468-6001

Phone: 660.562.1214
Email: reslife@nwmissouri.edu

9. Students are required to follow all University policies, procedures, and requirements, including those stated in the following:
 - A. Residential Life Handbook
(http://www.nwmissouri.edu/reslife/Fine_Print/index.htm)
 - B. Student Handbook
(<https://www.nwmissouri.edu/studentaffairs/PDF/StudentHandbook.pdf>)
 - C. Student Code of Conduct
(<https://www.nwmissouri.edu/studentaffairs/PDF/ConductCode.pdf>)
 - D. All applicable state and federal laws.
10. Registered sex offenders are not allowed to live on campus due to the Horace Mann Laboratory School at Northwest Missouri State University.
11. **Termination of the Housing and Food Service Contract by Northwest Missouri State University:** The University reserves the right to terminate this Housing and Food Services Contract immediately for cause. Cause is defined as the breach of any term of this Contract, including the payment terms as specified by the Bursar, the violation of any University policy, procedure, or requirement, or the violation of any federal, state, or local law. Cause also includes situations in which a student's behavior results in dismissal from the University, constitutes a significant threat to the safety of any member of the campus community, including the student, jeopardizes property of others or the University, and past behavior and/or criminal activity such that the interests of the University, the student, and/or the campus community would be best served by alteration or cancellation of this Housing and Food Service Contract.

In the event that the University terminates this Contract for cause, student is not entitled to a refund or credit for any amounts paid under this Housing and Food Service Contract and student is still financially responsible for and obligated to pay any remaining fees associated with this Housing and Food Service Contract despite having been removed from University housing and dining services.

CANCELLATION/RELEASE FROM HOUSING AND FOOD SERVICE CONTRACT

For students enrolling in the fall semester, this Housing and Food Service Contract is for the entire fall and spring semesters. Release at the end of the fall semester or during any semester is not automatic and should not be expected or assumed by any student. Residents with extreme and unusual circumstances may wish to be released from this Contract. In view of its own obligations, the University is limited in its ability to release students from this Contract. Thus, **the University considers only those requests where residents have incurred a significant change in their circumstances, beyond their control, since the date this Contract was signed.**

Residents should not forego the use of services or make any future commitments until they are officially released.

1. **Cancellation Policy *prior to occupancy* for first-time freshman, incoming transfer students, and students returning to Northwest Missouri State University after one or more semesters away (not including summer):** No penalty.
2. **Cancellation Policy *prior to occupancy* for continuing students:**
 - A. **Date signed until April 1st:** No cancellation fee.
 - B. **April 2nd – May 1st:** \$50 cancellation fee.
 - C. **May 2nd – August 1st:** \$100 cancellation fee.
 - D. **August 2nd – Thursday, August 17th:** \$200 cancellation fee.
 - i. **New spring only contracts:** November 2nd – Friday, January 5th, 2024 will incur a \$100 cancellation fee.
3. **Cancellation Policy after room occupancy:**

ROOM

- A. **Leaving the University:** The room charge will be refunded as follows:
 - Before semester end: Pro-rated to the date of check-out plus a \$200 cancellation fee.
 - Students who do not properly follow housing cancellation and move-out procedures may be assessed a \$200 processing fee.
- B. **Leaving the University for an approved reason:** Fees will be pro-rated to the date of check out. No cancellation fees are charged. Possible reasons include the following: academic suspension, approved accommodations from the Title IX & Equity office, behavioral suspension, student death, educational requirements including study abroad and student teaching, graduation, military service, not attending school next term, transferring to another institution, and withdrawal from classes. Written proof must be provided.
- C. **Petition approved to *move off campus and remain enrolled*:** A pro-rated nightly fee is charged for nights occupied. A cancellation fee of 35% of the remaining room contract for fall and spring semesters. This includes students who approved to move off campus due to financial hardship, changing to exclusively online classes, enter legally into marriage (with valid marriage certificate), students enrolled exclusively online, and students with extenuating circumstances. No fees are charged for those with housing contract cancellation approval from the Accessibility and Accommodations Office.

BOARD

A. Withdraw or moving off campus:

- i. The board charge will be refunded minus a pro-rated amount according to the following schedule:
- ii. No refunds if withdrawal is after November 1st.

B. Withdraw fee block plans (cancelling plan):

- i. Patrons are reimbursed for specified dollar amount per unused meals.
- ii. No refunds if withdrawal is after November 1st or April 1st.

Students seeking to cancel their housing contract, for any reason, must submit a petition. Petitions to cancel housing are available online in the Housing System (accessed through the Housing tab in CatPAWS). The University considers only those petitions where residents have incurred a significant change in their circumstances, beyond their control, since the date this Contract was signed. Petitions are considered on a case by case basis and must include documentation supporting their reason for cancellation. No student should assume that a particular petition will be granted. Residents should not forego the use of services unless their petition is approved.

SPECIAL HOUSING CONDITIONS

1. **Closure:** Rooms must be occupied according to the University's academic calendar. Unless students register for break or extended housing, rooms may not be occupied when residence halls are closed (including Thanksgiving, Winter, and Spring breaks) and between semesters except in those residence halls and apartments that are designated as being open when the University is closed. If a student receives approval from the University and stays in the residence halls while the residence halls are closed, the student will be charged an additional nightly fee. There is no additional fee for the apartments during Thanksgiving, Winter, and Spring breaks.
2. **Occupancy:** If the student fails to occupy accommodations on or before the first day of classes of the period covered by this Contract without having notified the Residential & Auxiliary Services office of his or her delayed arrival, accommodations may be assigned to another student. Delayed arrival, however, shall not relieve the student of the responsibility for accepting other available University accommodations assigned to him or her.
3. **Northwest Missouri State University reserves and shall have the right to:**
 - A. Change the room assignment and require the student to move to different accommodations when the University deems it necessary;
 - B. Take over and use the room in the event of public emergency;
 - C. Enter and inspect the room for purposes of maintaining health, safety, and general welfare. This includes, but is not limited to, repairs, general maintenance, inventory, and pest control.
4. **Room Furnishings and Services:** Students are required to furnish their own bed linen, pillows, blankets, bedspreads, wastebasket and curtains and are required to clean their own rooms. Cleaning service is not provided in student rooms. Northwest Missouri State University staff and students are expected to maintain safe and sanitary conditions.

5. **Fire, Theft or Damage:** Northwest Missouri State University shall not be responsible for the loss of, or damage to, any of the student's personal property from any cause whatsoever.
6. **Policies, Rules and Regulations:** The student shall comply with all policies, rules and regulations of the residence hall or apartment in which he or she lives.
7. **Use of Room:** The room is to be occupied by the student signing this Contract and may not be sublet. It is understood that rooms are for student residence purposes only and that no occupant is to use or permit the room to be used for any other purposes whatsoever, including commercial purpose.

SPECIAL FOOD SERVICE CONDITIONS

1. The first meal to be served in the University facilities under any meal plan will be
 - A. **Fall Semester:** Lunch on freshman move-in day.
 - B. **Spring Semester:** Lunch on the first day residence halls are open.
2. Meals will not be served when the University is closed, including when the University is not in session for classes, during vacations, between semesters, or during vacation periods or other periods which may be subsequently declared by the University.
3. **Rules and Regulations:** Food provided under this Contract are available only to the signer of this Contract upon presentation of the Bearcat Card. Students must abide by health and safety standards in the dining areas. Food cannot be removed from Bearcat Commons without use of approved to go containers provided by Campus Dining. Violations of these rules and regulations may result in disciplinary action.
4. **Lost cards:** Students must report to the ID Office immediately if their cards are lost to ensure that someone else does not use the lost card. Students will be responsible for any money that is used by someone else on their lost cards. Replacement cards are issued at a cost of \$20. Students also will be responsible for alterations, defacing or excessive damage to Bearcat Cards.
5. **Eligibility:** Only students enrolled at the University and authorized employees of the University are eligible for food services.

FORCE MAJEURE

The University's nonperformance of any obligation or duty under this Contract will be excused to the extent that the performance is prevented by any act of God or circumstance beyond the University's control, including, without limitation, fire, war, riots, flood, earthquake, weather, health emergency, pandemic, epidemic, labor dispute, civil disturbance, governmental acts or orders or restrictions, or power or communications failure (each a "Force Majeure Event"). Housing and Food Service fees are non-refundable except as expressly stated herein and it will be in the University's sole discretion whether students will receive a refund or a credit for room and board fees during a Force Majeure Event.