

# STUDENT HOUSING CONTRACT

## A PLEASE PRINT

	/ /		<input type="checkbox"/>	<input type="checkbox"/>
			Male	Female
<b>Social Security/Student ID#</b>	<b>Birth date</b>	<b>Email Address</b> (Most often checked)	<b>Gender</b>	
<b>Name</b> Last	First	Middle	( )	
			<b>Permanent Phone</b>	
<b>Permanent Address</b> Street	City	State	Zip	<b>Cell Phone</b>
				<input type="checkbox"/> Publish cell in directory <input type="checkbox"/> Keep cell private

## C ROOMMATE PREFERENCE

Do you have a roommate preference?  
 Yes  No

If so, please list him/her in sect. D.  
 Mutual preferences will only be guaranteed if received by March 1.  
 There are no guarantees for Spring-only contracts.

## D ROOMMATE PREFERENCE

**The one roommate preference is all that is considered when making room assignments. Only "mutual" roommate preferences will be considered. Suitemate preferences will only be considered when assigning rooms. DO NOT DUPLICATE NAMES.**

Full Name \_\_\_\_\_

Hometown \_\_\_\_\_

Full Name \_\_\_\_\_

Hometown \_\_\_\_\_

Full Name \_\_\_\_\_

Hometown \_\_\_\_\_

*Note: If a preferred roommate is not possible, a preferred suitemate may be moved up to fill the vacancy.*

## E PERSONAL DESCRIPTION/ROOMMATE MATCHING CRITERIA

In order to assist you with selecting the best floor, room and roommate possible, the student should complete this section as honestly and forthright as possible. A correct match is important to a successful and positive living experience. Please circle only one answer unless otherwise specified. NOTE: It is important that the student, and no other person, completes this section.

- 1 Y N I smoke. If "yes," smoking is not permitted anywhere on MACC campus.
- 2 Y N I go to bed early (before 11 p.m.)
- 3 Y N I get up early (before 8 a.m.)
- 4 I keep my room:
 

A very neat and orderly	B organized, but may not clean up every day
C more messy than organized.	D in complete chaos.
- 5 A I require absolute quiet when studying.  
 B I like low background noise, such as music, when studying.  
 C I prefer a lot of noise when studying. Nothing distracts me.
- 6 I study best:
 

A before Noon	B before 5:00 pm	C before 10:00 pm	D after 10:00 p.m.
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- 7 A I am accepting of my roommate spending time with friends/a significant other in our room at any time.  
 B I would prefer to have a roommate that would limit the number of guests in our room at any time during visiting hours.
- 8 Y N My ideal off-campus social gathering would include alcoholic beverages.

## G SECURITY DEPOSIT INFORMATION

**A \$150 application fee is required. Please include a check or money order (made out to Moberly Area Community College) with the student's name marked on the front (do not send cash through the mail), or provide credit card information over the phone at (660)263-4100 x11270.**

## F REFUND POLICY

Contract payment refunds, due to cancellation, will be made in full if written notice is received by the Director of Residential Life 30 days prior **to the first day of classes. Tenants who cancel less than 30 days prior to the first day of classes will not receive a refund of the application fee. If cancellation is made after the first day of classes, the entire semester dorm rent and dorm deposit must be paid in full. All cancellations will be considered ONLY by written statement, from the MACC student email address. This must be done by the student--cancellations will not be accepted from parents or guardians if the student is 18 years of age.**

# Fall 2021 thru Spring 2022 Academic Year

## B IN CASE OF EMERGENCY

<b>Contact</b>	Name	Relationship to Student		
<b>Address</b>	Street	City	State	Zip
( )		( )		
<b>Day Phone</b>	<b>Evening Phone</b>			

- 9 I listen to the following two (2) types of music most often. (circle only two)
- |                      |                          |                |                       |
|----------------------|--------------------------|----------------|-----------------------|
| A Alternative        | D Rap/Hip-Hop            | G Jazz         | J Techno              |
| B Classic Rock       | E Country                | H Punk/Ska/Emo | K 70s and 80s         |
| C Soft Rock/Rhythmic | F Classical/Instrumental | I Pop (Top 40) | L Religious/Spiritual |
- 10 I wish to have the following two (2) lifestyles most in common with my roommate. (circle only two)
- |                       |                                 |
|-----------------------|---------------------------------|
| A Religious/Spiritual | E Very quiet in nature          |
| B Conservative        | F Computer Savvy/Gamer          |
| C Liberal             | G High Academic Standards       |
| D Sports Enthusiast   | H Performing Arts/Theatre/Dance |
- 11 From the previous questions, I feel this one (1) question is most important when matching me with a roommate. (circle only one) 1 2 3 4 5 6 7 8 9 10
- 12 Y N I am a member of a Moberly Area Community College basketball team.
- 13 Y N I am interested in residing with an international student
- 14 Y N I am interested in working in the residence hall.
- 15 Describe any physical or mental condition which might require special consideration. Please note that if your condition is regarded as a disability, your request must also be submitted to the Special Needs office for review. Disability-related requests for accommodations will be evaluated by the Special Needs office when supported by documentation of disability from a qualified professional.
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## H IMPORTANT NOTICE

In accordance with Missouri Law (RSMo 174.335), before moving into a Moberly Area Community College residence hall, a student (or parent, if the student is under 18 years of age) is required to sign a waiver acknowledging they have either:

1. elected to receive the meningococcal vaccine and, therefore, will present a vaccination record to the Moberly Area Community College Department of Housing (attach record to this contract or provide before moving into the residence halls),
- or--
2. received a waiver from a licensed physician, or have a written waiver stating it is against religious beliefs of the student.

Signature(s) below will constitute acknowledgement and compliance with Missouri law.

## I CONTRACT AGREEMENT

I HEREBY AGREE TO PAY THE FULL RENTAL AMOUNT OF \$ 2,800.00 SCHOOL YEAR FOR THE CONTRACTED PERIOD AND OTHER HOUSING CHARGES AS PRESCRIBED. I CERTIFY THAT I HAVE READ AND UNDERSTAND THIS STUDENT HOUSING CONTRACT, INCLUDING THE TERMS AND CONDITIONS ON THE REVERSE SIDE, AND AGREE TO THE PROVISIONS THEREIN. THIS IS A LEGAL AND BINDING CONTRACT FOR THE ENTIRE ACADEMIC YEAR (BOTH FALL AND SPRING SEMESTERS). SUBMISSION OF THE CONTRACT AND DEPOSIT IS NOT A GUARANTEE A ROOM WILL BE ASSIGNED.

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Parent or Legal Guardian

\_\_\_\_\_  
Date

*The signature of both the parent/guardian and the student are required for students under eighteen (18) years of age.*

Moberly Area Community College is committed to a policy of non-discrimination on the basis of sex, handicap, race, creed, color, religion, national origin, age, and marital or parental status in admissions, educational programs or activities, and employment as specified by federal and state laws and regulations. Inquiries concerning Equal Opportunity, Title IX, Section 504, or any other matter concerning the non-discrimination policy should be made to: President's Office, Moberly Area Community College, 101 College Avenue, Moberly, MO 65270-1304.

Please sign and return the **white copy** with the required **\$150.00 security deposit** to Residential Life Director, Moberly Area Community College, 101 College Avenue, Moberly, MO 65270. You will be notified if you are assigned a room in the residence hall.

# TERMS AND CONDITIONS OF THE STUDENT HOUSING CONTRACT

The following Terms and conditions are included as a part of the Contract between Moberly Area Community College and the residents of Moberly Area Community College student housing.

**1. TERM:** This Contract is for the entire academic year (Fall and Spring semesters) or the remaining portion of the academic year at the time of the initial occupancy. **Housing may be refused to Student at any time before or during the contract period based on previous and current conduct;** if Student poses a safety risk to themselves or other residents; if Student has a detrimental effect on the community environment; if Student has outstanding debts to Moberly Area Community College; if Student is not enrolled in at least twelve (12) credit hours at any time during the contract period; or if Student is under the age of 17 at time of occupancy. **If you are denied housing you will also be denied visitation.**

**2. DEPOSIT:** A security deposit of One-Hundred Fifty Dollars (\$150.00) is required upon execution of this Contract. The security deposit of returning student housing residents will transfer to this Contract if already received. The deposit will be returned upon completion of this Contract, if all outstanding obligations owed MACC are paid, there are no damages to the premises or furnishings provided to Student, and the proper check-out procedures are followed. Student agrees that the deposit is not a trust fund and may be commingled with Moberly Area Community College's funds, and that Moberly Area Community College is not required to pay interest thereon. Student agrees to arrange with a representative of Moberly Area Community College for a reasonable time for inspection of the premises at or near termination of the Contract, to determine the amount of security deposit to be withheld, if any, because of damage to the premises and furnishings. Student understands and agrees that "damage" includes missing furnishings and any unusual or abnormal wear and tear, including uncleanliness, and that cleaning fees may be charged, if necessary, as a part of damages. Student agrees that the deposit may be applied toward any default in payment of amounts required by this Contract or breach of this by Student, and Student will additionally remain responsible for payment of all damage to premises and furnishings.

**3. COSTS AND PAYMENTS:** Moberly Area Community College, by formal action of the Board of Trustees, shall set the fees for room and board, and Moberly Area Community College shall thereafter notify Student of the fees for the accommodations assigned. Amounts required by this Contract will be reflected on Student's college account. Payments are to be sent to the Business Office and are due August 15 for the fall semester and January 15 for the spring semester.

If Student shall fail to make payment according to the schedule set forth herein, Moberly Area Community College may withhold grade reports and all other records or information requested by Student or third parties, as well as prevent Student from registering for future semesters. If Student has already registered for the subsequent semester, his/her registration may be canceled. Failure to pay may result in Student being reported to a credit service. Student must pay the balance of the account in full upon request if the monthly payments become past due. Student agrees to pay costs of collecting the account including reasonable attorney's fees and court costs. Student further agrees that the venue for any action to collect the account will be in the Circuit Court of Randolph County, Missouri.

**4. COMMUNITY:** Student agrees to abide by the laws of the State of Missouri; the ordinances of the City of Moberly; the Rules, Policies and the Disciplinary Code of Moberly Area Community College. Student is responsible for the policies and procedures as set forth in the *Guide to Residence Hall Living*, including check-in and check-out procedures and policies. Moberly Area Community College shall have the right from time to time to change and to establish such additional rules, regulations, policies, codes, or procedures as may be required in the discretion of Moberly Area Community College for proper and orderly care, operation and maintenance of the premises. Failure of Student, to comply with and observe any such rules, regulations, policies, codes, or procedures shall constitute a breach of this Contract. For the health and safety of all students, laws and rules prohibit the possession or use of alcoholic beverages, drugs, and any item that may be construed as a weapon in student housing.

**5. MAINTENANCE:** Student agrees that he/she is liable for full payment for any loss or damage to the room, furnishing, or public use areas provided him/her by Moberly Area Community College. Student also may be charged on a prorated/partial basis for public area damages where responsible parties cannot be identified. Student may not remove College property from rooms, lounges hallways, etc. Student agrees to assume and bear the risk of loss with regard to all personal property kept or maintained in the residence halls. Moberly Area Community College does not carry property insurance covering any such loss and assumes no responsibility for the payment of any such loss. All students are encouraged to keep their rooms and/or apartments locked and their valuables secured at all times. Student is responsible for all his/her activities and his/her visitors' activities taking place on the premises. Student shall take good care of the premises and the appurtenances, equipment and fixtures therein, and shall keep them in good order and sanitary condition, and shall return the same at the end or other termination of this Contract in as good of condition as when received, ordinary wear and damage or destruction not caused by negligent or willful acts or omissions or Student excepted. Student shall use, operate and maintain the equipment furnished by Moberly Area Community College in accordance with the directions of the manufacturer and such additional instructions as may be given. Moberly Area Community College shall maintain and keep in good condition the roof, walls, structural parts, main hallways, stairwells and all other commonly used parts and portions of the building, but shall not be liable for failure to make any such repairs, including computers and other similar technology.

**6. VISITING HOURS:** **Sunday-Thursday, 9:00 a.m.-11:00 p.m.**  
**Friday-Saturday, 9:00 a.m. – 1:00 a.m.**

McCormick Commons and Residential Center is open to visitors during the above hours. If guests are planning to drive from out of town and arrive outside of these hours, it may be helpful to call ahead of time. Visitors are allowed in both the Student Commons area and Residence Halls during visitation hours only. Noise shall be kept to a minimum so that students may study or rest. If you are returning to McCormick Commons and Residential Center between these hours, please return without disturbing the other occupants. All visitors must sign in and out.

**7. RIGHT TO ENTER, INSPECT AND REPAIR:** Moberly Area Community College employees shall have the right to enter and inspect the premises during reasonable hours, and upon reasonable notice to make such repairs, alterations and improvements to the premises and building as Moberly Area Community College may deem necessary. Any repairs, alterations and improvements undertaken shall be executed with reasonable diligence and all portions of the premises and building affected thereby shall be restored to as good of condition as before the work. Moberly Area Community College shall not be liable for inconvenience caused to Student by any such work, nor shall any entry or activity incident thereto have any effect upon this Contract or upon the obligations of Student thereunder. If entry to the premises shall be necessary on account of any emergency permissible under the terms of this Contract and Student shall not be present to open the premises, Moberly Area Community College employees may enter by use of a master key or may forcibly enter, and Moberly Area Community College shall incur no liability therefore provided reasonable care is given to Student's property, and such entry shall have no effect on this Contract. Moberly Area Community College officials may enter to investigate a potential violation of rules or regulations, when reasonably necessary in accordance with Moberly Area Community College policies.

**8. LIMITATION OF LIABILITY:** Consideration being provided in permitting Student to enter into this Housing Contract, Student hereby agrees to hold harmless and release, waive, discharge, and covenant not to sue Moberly Area Community College for any and all claims for liability on account of death or injury to person or property of Student of any kind of nature whatsoever arising out of or in any way connected with Student's use, occupation, or other activity resulting from Student entering into this Contract, even though the claim or liability may arise out of the negligence or carelessness on the part of Moberly Area

Community College or any third person whether foreseen or unforeseen, known or unknown. This waiver includes any claim for injury or damage caused by weather, accumulation of snow or ice, breakage, stoppage, releases of utilities, fixtures or equipment. Moberly Area Community College shall not be responsible for any failure to provide housing or food service in the event conditions exist not wholly within its control (i.e., as a result of Force Majeure, fire, strikes, lock-outs, and riots), and in such event Moberly Area Community College shall not be obligated to refund any amount already paid pursuant to the Contract.

**9. PROPERTY DAMAGE:** The student is responsible for the assigned room and its contents and will be charged for any and all damages occurring during the term of the occupancy. Students are responsible for all furniture being put back in original order when they leave the dorm at the end of the semester. Furniture missing, located in other rooms will result in a hold -> \$35 maintenance charge. The student is liable for any damage to any MACC property, including Commons Area, hallways, and other public areas, which is caused by his or her willful actions or negligence. The student is also liable for damage to or tampering with fire safety equipment to include smoke detectors and fire extinguishers. Students may be held accountable for any abnormal wear, damages or cleaning in public areas of their residence hall to include billing all members in the residence hall if damages and/or vandalism is attributed to a specific floor/building. The students will not be liable for normal wear and tear. Damage to MACC property may subject a student to disciplinary and/or legal actions in addition to being charged for the damages. When charges are made, the said amount is due immediately upon receipt of a bill in order that the room deposit will remain on file. Delinquent damage charges will be deducted from the dorm deposit

**10. MENINGITIS INFORMATION:** In accordance with Missouri Law (RSMo 174.335), before moving into a Moberly Area Community College residence hall, a student (or parent, if the student is under 18 years of age) is required to sign a waiver acknowledging they have either:

1. elected to receive the meningococcal vaccine and, therefore, will present a vaccination record to the Moberly Area Community College Housing office (attach record to this contract or provide before moving into the residence halls) –OR–
2. received a waiver from a licensed physician, or have a written waiver stating it is against religious beliefs of the student.

Meningococcal disease is a potentially life-threatening bacterial infection. Meningococcal bacteria are air-borne via droplets of respiratory secretions and direct contact with infected persons. Oral contact with shared items such as cigarettes or drinking glasses, or through intimate contact such as kissing could put a person at risk for the disease. People who have been in close contact with a patient with meningococcal disease should receive antibiotics to prevent the disease. Certain social behaviors such as exposure to smoking, bar patronage and excessive alcohol consumption may increase students' risk for contracting the disease. Student residing on campus appear to be at higher risk than college students overall, particularly freshman living on campus, who have six times higher risk.

Meningococcal disease usually peaks in late winter and early spring, and can easily be misdiagnosed as something less serious because symptoms are similar to

the flu. The most common symptoms include high fever, headaches, neck stiffness, confusion, nausea, vomiting, lethargy and/or rashes. Anyone with similar symptoms should contact a physician immediately. If not treated, often within hours of the onset of symptoms, the disease can progress rapidly and can result in permanent physical or mental disability, or, in approximately 10-15% of cases, death.

Based on the possibility of increased risk for this disease among segments of the college populations, the American College Health Association (ACHA) in 1997 recommended that students consider vaccination to reduce their risk for potentially fatal meningococcal disease.

Additional information is available at <http://www.cdc.gov>.

**11. COMPUTING RESOURCES POLICY:** Computing resources are available to all members of the campus community for the purpose of supporting the educational mission of the College. Access to and use of Moberly Area Community College computing resources must accord with all local, state, federal and international laws and with College policies and procedures.

All statements in this policy apply to computing resources located on the MACC campus/outreach sites as well as those remotely accessed using MACC-controlled computing-networking systems. The statements in this policy apply to all users of MACC computing resources.

1. The use of College computing resources is a privilege which may be revoked by MACC at any time for inappropriate conduct, including any use determined to be unlawful, abusive or unethical. Misuse of computing or network resources may result in the revocation of privileges, probation, expulsion, termination of employment, civil litigation or criminal prosecution. College policy offers recourse through due process for the resolution of disputes.
2. Attempts to send threatening or abusive E-mail to another user are prohibited. MACC reserves the right to review any material stored in files or programs to which all users have access and to edit or remove any material which it deems unlawful, obscene, abusive or otherwise objectionable.
3. MACC makes reasonable efforts to provide computing systems accessibility. MACC disclaims liability for lost data or degraded service, for unauthorized use of any computing resource, and for lost access or other consequences resulting from computer or network failures or alleged unauthorized use. Users are responsible for the integrity of their data, their account, user identification (login or userid), and electronic address.
4. Users are prohibited from sharing their login (userid) with any other person. In the event a login is shared with another person, the authorized user is solely responsible for the actions of the unauthorized user.
5. System administrators may, after appropriate notification, remove any excess or unused data, files, or user accounts to facilitate maximum use of electronic data storage space. Such notifications may include E-mail and publicly posted expiration policies for electronic mail, files and accounts.
6. The primary use of MACC computing resources is for educational opportunities related to the mission of the College. Any appropriation of MACC computing resources for commercial use or gain is prohibited.
7. MACC prohibits the reproduction, storage, or transmittal of copyrighted materials without the express written permission of the owner or the proper license.
8. The user is responsible for knowing current policies. MACC reserves the right to add, delete or change policies and/or procedures as deemed necessary and appropriate.