



**Housing Contract**  
**Academic Year 20\_\_ to 20\_\_**

This Housing Contract (the "Contract") is an agreement between McPherson College (the "College"), and \_\_\_\_\_ (the "Resident"). When this Contract is executed electronically and transmitted to the College, it becomes a binding contract between the Resident (or, if the Resident is under 18 years of age, the Resident's parent or guardian) and the College. Execution of this Contract allows for the Resident to reserve a space on campus only and does not guarantee assignment to a particular room, roommate, or residence hall. This Contract is binding regardless of the particular residence hall, roommate, or room that is assigned.

**I. Definitions.**

- a. "Room" refers to the space leased by the Resident, whether a residence hall room, apartment, or house.
- b. "On-campus" refers to the following residences and buildings: Baer Apartments, Bittinger Hall, Deerfield Duplexes, Dotzour Hall, Harter Apartments, Lakeside Apartments, MC Houses, Metzler Hall, Morrison Hall, and Terra Nova Apartments.

**II. Handbook.** The Student Handbook, Catalog, and all other publications of the College pertaining to housing are incorporated by reference into this Contract, which may be amended from time to time at the sole discretion of the College, and the Resident is subject to the policies, rules, and regulations as published in these publications. In the event of a conflict in published policies, the provisions of this Contract will govern. Copies of these publications are available and posted on the College's website. The Resident acknowledges that the Resident has reviewed and clearly understands the policies, rules, and regulations referenced herein, and executes this Contract subject to the provisions.

**III. Term.** The term of this Contract is for the academic year 20\_\_\_\_ - 20\_\_\_\_, as defined in the College's official academic calendar, or for the remainder of the academic year if executed after the start of the Fall 20\_\_ semester (the "Term").

**IV. Housing Charges and Payments.**

- a. Rates of housing charges are as published by the College and are subject to change without notice.
- b. Housing charges are billed each semester, and the Resident shall pay such charges in accordance with the payment schedules set forth by the College.
- c. All resident students living on-campus are required to purchase a meal plan. Semester meal plans are billed at the time of enrollment. In the event this Contract is terminated, it is the Resident's responsibility to cancel or modify the Resident's meal plan, which is under a separate agreement.
- d. Failure to pay the required housing charges could result in immediate removal from housing, loss of future housing priority, and/or registration and transcript holds.
- e. If amounts become past due, the College reserves the right to report the account to the Credit Bureau. This will initiate internal collection efforts and could cause the College to employ an outside collection agency to recover the debt. If any collection efforts must be made, the Resident will be required to pay all reasonable collection costs, including collection agency fees,

legal fees, and other costs incurred in collecting the amounts due to the extent permitted by law.

- f. The College will apply financial aid (scholarships, loans, grants, etc.), if any, against the Resident's housing charges owed to the College including unpaid balances, despite any payment plan option elected by the Resident or conflicting Contract terms or references herein. Funds are applied to academic costs first (tuition, books, and fees) and then any leftover funds will be applied to the cost of housing.

- V. **Deposit.** The Resident shall deposit two hundred dollars (\$200.00), which is not a housing charge payment, to ensure the performance of this Contract by the Resident. The deposit shall not earn interest for the Resident. The College shall keep and retain the deposit for payment of damages suffered due to the Resident's breach of any terms, conditions and articles contained herein. In the event the Resident properly fulfills all the terms, conditions and articles of this Contract, the College shall refund the deposit in a timely manner after the effective termination date of this Contract. If, however, the College decides to retain all or part of the deposit, the College shall provide the Resident with a written description and itemized list for all deductions to which it was applied, and return the balance of the deposit, if any, to the Resident. The Resident does hereby agree that the College may apply the deposit to cover charges for damage repair, cleaning, and/or any other fees or charges for which the Resident is legally liable under this Contract. The Resident shall be responsible for any charges in addition to the amount covered by the deposit. If the Resident wishes to renew a housing reservation for the following summer and/or academic year, the Resident's deposit shall remain on file with the College, and will not be refunded.

**VI. Eligibility for On-Campus Housing.**

- a. The Resident must be enrolled as a student at the College during the Term to be eligible for on-campus housing.
- b. The Resident must be enrolled in and maintain 12 credit hours during the Term, except for interterm periods where the Resident must be enrolled in and maintain 3 to 4 credit hours. The Resident shall vacate College housing within 24 hours if the Resident ceases to be enrolled in the required number of hours, and if the Resident refuses, the College reserves the right to take all steps necessary to have the Resident removed under Kansas law, including filing a report for trespassing with local law enforcement.
- c. The College reserves the right not to contract with individuals who are currently violating or have previously violated the terms and conditions of a College housing contract or College policy, have a past due balance with the College, or are otherwise ineligible under College policy.
- d. By signing this Contract, the Resident grants the College the right to conduct a criminal background check on the Resident at any time, either prior to or during the Term of this Contract. The College reserves the right to deny the Resident a room or immediately remove a Resident from College Housing based on information obtained in a criminal background check, including, without limitation, when the Resident is a registered sex offender (whether public or nonpublic). This provision should not be interpreted to impose a duty on the College to run a criminal background check on any resident.

**VII. Room Assignments.**

- a. Room assignments are based on occupancy availability.
- b. The College will not discriminate in room assignment on any basis prohibited by law.
- c. Room assignments will be made according to departmental procedures and, when possible, in accordance with preferences of the Resident. No specific assignment based on the Resident's request is guaranteed. The Resident shall make such requests by contacting the College. Failure to honor housing preferences will not void this Contract.
- d. The College reserves the right to: (a) assign the remaining space(s) of a room whenever a vacancy

in occupancy occurs; (b) increase the number of occupants per room in the event of emergency need; (c) assign residents to temporary accommodations, in the event of emergency need; (d) reassign rooms for occupancy during vacation periods; (e) consolidate roommates, for space management purposes, when vacancies occur; (f) change room assignments for health, safety or repair services, for disciplinary reasons caused by the Resident, or for irresolvable incompatibility of roommates; and (g) designate the occupancy level for each room.

- e. The College determines all reassignments and other occupancy changes. Residents who misrepresent the truth, intimidate assigned occupants, or otherwise attempt to manipulate the housing assignment will be subject to disciplinary action that may include fines, reassignment and/or termination of occupancy.
- f. If the Resident changes halls during the Contract term from a less expensive hall to a more expensive hall, the Resident shall pay the difference in housing charges. If the move is to a less expensive hall, the housing fee difference will be refunded to the Resident.

#### **VIII. Occupancy.**

- a. The Resident may occupy the Room beginning on the day College housing officially opens until College housing officially closes. Failure to properly check into the Room as instructed by the College could result in the assignment of the Room to another resident.
- b. The College shall provide check-in procedures at least one (1) week prior to the required check-in time and check-out procedures at least one (1) week prior to final exams. The Resident shall comply with all check-in and check-out procedures.
- c. The Resident must receive written permission from the College to check-in early or check-out late. If the Resident comes early or stays late, the Resident will be charged and shall pay a fee of \$150.00 plus \$15.00 per day for the early or late period.
- d. The Resident will be charged and shall pay an improper check-out fee of \$100.00 if the Resident vacates College housing without completing the check-out process.
- e. The Resident is not permitted to occupy College housing during regularly scheduled vacation or break periods; provided, however, a special living area may be established for residents who are not able to leave campus during these periods. To arrange for occupancy, the Resident shall complete an application through the College by the advertised deadline. An additional charge of \$150.00 plus \$15.00 per day will be assessed for housing during vacation and break periods, and these charges must be paid in full directly to the College before the Resident remains during the period.

#### **IX. Inspections.**

- a. The College reserves the right to enter the Room at any time, with or without prior notice to ascertain health and safety conditions, check the physical condition of the Room, aid in emergency situations, inspect the Room, maintain and repair, and/or check for policy compliance.
- b. Except under emergency circumstances, College housing occupied by the Resident and the personal possessions of the Resident will not be searched unless permission is granted by the Resident, authorization is obtained from the Office of Student Affairs, or the College reasonably concludes in its discretion that there is probable cause that warrants the search.

#### **X. Personal Injury and Damage to Property**

- a. The College does not assume responsibility for loss or damage to personal property or for any personal injury caused by acts of nature, fire, water, smoke, utility or equipment malfunctions, or caused by the negligent or criminal conduct or acts of any resident, or guest or invitee of any resident, which occur in its buildings or on its grounds, prior to, during or subsequent to the Term of this Contract.
- b. The College does not maintain insurance for personal property loss for residents, and the

Resident agrees to be responsible for obtaining and maintaining protection against loss or damage to property. The Resident is encouraged to report all instances of loss or damage to both the McPherson Police Department (620-245-1200) and the College.

**XI. License, Assignment, and Sublease.**

- a. The Contract grants the Resident a license to occupy and use a space on campus (not a particular room, residence hall, or roommate choice). The Resident may use the Room for residential purposes only. Other uses outside of residential purposes are in violation of College policy and may result in the termination of the Contract and/or disciplinary action.
- b. This Contract is made between the individual who signed the Contract and the College and may not be transferred to another person. The Resident is not permitted to assign this Contract or sublease the Room to any person.

**XII. Failure to Vacate.** The Resident is responsible for the Resident's personal property at all times. If the Resident does not vacate the Room as expected, or if personal property remains, the College will make a reasonable attempt to contact the Resident. If the Resident has not vacated the property within 48 hours after the scheduled date to leave the Room, personal property may be removed and will be stored at the Resident's expense. After 30 days, the items will be considered abandoned and handled in accordance with applicable law. The College is not liable for damage to, or loss of, property that might occur during removal or disposal. The Resident will be billed for all costs incurred in restoration of the Room to usable space.

**XIII. Maintenance and Care of Room.**

- a. The College agrees to provide the Room in a habitable condition and will make an effort in conjunction with the Resident to create a worthwhile, educationally relevant living experience in an environment suitable for studying and sleeping. Except in cases of the Resident's willful misconduct or negligence, the College agrees to make necessary repairs in a reasonable time. The College will not be responsible for disruptions in facility or utility service that are beyond the College's control. In the event of utility or facility disruptions, housing charges will not be reimbursed, and the College is not liable for any damages sustained to the Resident's personal property.
- b. The Resident shall neither make nor cause to be made any improvements, additions, or alterations of any kind to the Room. The Resident will be held accountable for the condition of the Room (other than normal wear and tear) and all furniture, furnishings, and fixtures assigned to that Room and will reimburse the College for all damage to or loss of these items. The Resident is responsible for maintaining the cleanliness of the Room and applicable public areas. Additionally, the Resident shall be held accountable for any abnormal wear, damages, or cleaning in public areas to include billing of damages to individual residents when confirmed, as well as billing of damages or abnormal cleaning to living unit groups if damages and/or vandalism can be attributed to a specific living group. Determination of the amount of such loss or damage will be made by the College. Failure to pay the assessment may result in a registration, graduation, and/or transcript hold, loss of the housing deposit, and/or loss of future housing privilege.

**XIV. Renewal.** The Resident may renew this Contract each academic year during the contract renewal period in the spring. The entire housing deposit will be transferred each semester if the Resident remains enrolled and lives on-campus. If the Resident chooses the renewal option, the Resident agrees to be bound by all policies, terms and conditions of this Contract, except that housing charges for the renewal will be assessed in compliance with then applicable rates and charged in accordance with the most recent payment schedules set forth by the College. The Resident may be denied future contracts based on past behavioral incidents or new background check results that

are in violation of the current background check policy.

**XV. Suspension by the College.** If the Resident's physical or mental health might jeopardize the safety or well-being of the Resident or that of any other resident, the Resident may be required to have an examination by a physician or a consultation with a College counselor to continue enrollment and residency at the College. Should the physician or counselor determine that a health or safety concern to self or others exists, the College may amend or suspend this Contract as appropriate.

**XVI. Termination by the College.**

- a. The College may terminate this Contract and take possession of the Room at any time, by providing notice to the Resident, for actions by the Resident included but not limited to the following:
  - i. violation of policies and regulations referred to in this Contract,
  - ii. failure to make payments as scheduled,
  - iii. failure to abide by the terms and conditions of this Contract,
  - iv. violation of any College regulation, including disorderly conduct, interference with the rights and privileges of other residents, or destruction of property; or
  - v. whenever the Room is vacated or the relationship between the Resident with the College as a student is terminated.
- b. If the College terminates this Contract for any of the reasons noted above, the housing charges will not be refunded.
- c. The Resident will be required to vacate the Room within 24 hours after notification of termination. When the College believes that the continued presence of the Resident on campus poses a continuing danger to persons or property or presents a threat of disrupting the normal operations of College housing, the Resident may be removed immediately. If the Resident is removed for behavior causing termination of this Contract, the Resident may be prevented reentry from on-campus areas.

**XVII. Termination by the Resident.**

- a. The Resident may terminate the Contract before the end of the Term for the following reasons:
  - i. the Resident completes graduation requirements midyear;
  - ii. the Resident withdraws or is withdrawn from the College; or
  - iii. the Resident marries or has a child.
- b. Housing contract appeals should be submitted to the College using a Housing Appeal Form.

**XVIII. Refunds.** Refunds only occur when the Resident voluntarily withdraws, or when the College terminates this Contract without cause, in the College's determination. In these circumstances, a pro-rata refund of the meal plan is refundable, provided, however that the Resident is still responsible for full cost of the Room for the academic semester. All refunds will first be applied to any outstanding debt to the College before being returned to the Resident. All refund amounts in excess of any debts owed to the College shall be delivered to the Resident via the Resident's College Account.

**XIX. Casualty Loss.** If the Room or any part thereof are damaged or destroyed by fire or other, the College shall have the option to rebuild or replace such damage or to terminate this license to occupy and use the Room. If the College should elect to restore the Room, the College shall not be liable for any inconvenience or annoyance caused to the Resident arising from necessary repairs.

**XX. Force Majeure.** The College'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 College's control, including, without limitation, fire, war, terrorism, insurrections, riots, flood, earthquake, weather, health emergency, epidemics, pandemics, labor dispute, civil disturbance,

supply chain disruptions, governmental acts or orders or restrictions, or power or communications failure (each a "Force Majeure Event"). Housing charges are non-refundable and the Resident will not receive a refund or a credit due to a Force Majeure Event.

**XXI. Indemnification.** The Resident shall indemnify, defend, and hold College harmless from and against any and all fines, suits, claims, demands, losses, liabilities, actions, and costs (including attorney's fees) arising from a) any injury to person or damage to property caused by any act, omission, or neglect of the Resident, the Resident's agents, employees, or invitees, b) the Resident's use of the facilities under the Contract, c) any activity, work, or thing done, permitted or suffered by the Resident under the Contract, or d) any breach or default in the performance of any obligation on the Resident's part to perform under the terms of the Contract.

**XXII. Lead Paint Disclosure.** Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. Tenants must also receive a federally approved pamphlet on lead poisoning prevention. Lead paint may be present in some housing at McPherson College. The Resident acknowledges receipt of such pamphlet.

**XXIII. Severability.** If any section or subsection of this Contract is ruled to be illegal or invalid, this will not affect the validity or enforceability of the remaining provisions of the Contract.

**XXIV. Governing Law.** This Contract shall be governed by and construed under the laws of the State of Kansas. Any lawsuit to enforce this Contract must be brought in McPherson County, Kansas.

I, the Resident, acknowledge receipt and review of the Contract and agree to the terms set forth herein. I understand that a PDF of the Contract will be made available upon signature. By my electronic signature hereon, I certify that I have read this Housing Contract and agree to abide by the Contract in its entirety.