

MORGAN STATE UNIVERSITY

THE OFFICE OF RESIDENCE LIFE & HOUSING

RESIDENCE HALL AGREEMENT

Morgan State University offers the student, and (if required) his/her parent, guardian, or other guarantor, a space in University Housing, and a meal plan for a full academic year upon Residence Life's receipt of this **Agreement**. I remain obligated to pay established fees for the full academic year unless "Release from **Agreement**" procedures are completed and approved by The Office of Residence Life & Housing. This offer is revocable by Morgan State University unless acceptance is received in The Office of Residence Life & Housing and spaces are available. **I understand that Application Fee is non-refundable. By signing this document, I have read the back and front of this agreement and accept this offer under the terms stated.**

PLEASE READ ENTIRE AGREEMENT (BACK & FRONT) BEFORE SIGNING!

MORGAN STATE UNIVERSITY IS SMOKE FREE UNIVERSITY. AS SUCH, SMOKING IS NOT PERMITTED IN ANY OF THE BUILDINGS ON THE CAMPUS, INCLUDING THE RESIDENCE HALLS AND THE RESIDENTIAL ROOMS.

The Residence Halls

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|---------------------------|--------------------------|
| Thurgood Marshall Complex | CO-ED Upper Class |
| Marble Hall Gardens | CO-ED Upper Class |
| Baldwin Hall | Male All Classes |
| Blount Towers | Female All Classes |
| Cummings House | Male Honors (preference) |
| Harper House | Female Honors |
| Rawlings Towers | Male All Classes |
| O'Connell Hall | Male All Classes |
| Tubman House | Female Honors |

from Residence Life and/or their respective Resident Director in their residence hall releasing the University from any damage, loss, or theft to their personal property. Waiver Forms are given by the Residence Life and no other department or individual. Personal waivers or documents releasing the University from damage, theft, and/or loss cannot and will not be accepted/honored. Failure for a student to sign the waiver not only releases the University from the financial responsibility of personal property theft, loss, and/or damage but also may result in violation of residence hall policy; and in some cases' charges may be assessed to the student for unofficially leaving property in the residence hall without an official residence life waiver. Additionally, the University still strongly encourages the resident to remove valuable personal property when leaving the residence halls during the recess period.

D. FEES AND PAYMENT

(a) The full cost of tuition, fees, room, and board is due in the Bursar's Office on or before the payment deadline established by the Bursar's office by the payment deadline.
 (b) Room assignments will be dropped for those students who fail to pay in full or make satisfactory financial arrangements for tuition, fees, room, and board with the Bursar's Office by the payment deadline.
 (c) Payment for room and board applications fees or charges only is not acceptable and does not guarantee a reserved space for housing.

E. DINING PLAN REQUIRED

1. All students residing in the residence halls **MUST** purchase one of the following dining plans:
 * Ten Meal Plan- Marshall residents only.
 * Fourteen Meal Place- All residents
 * Nineteen Meal Plan- All Residents
 * Maximum number of meals per week.

Students residing in Marble Hall Gardens are not required to have a meal plan. For further information you can contact the Business & Auxiliary Services Office, Montebello D-201, ext. 3065.

II. UNIVERSITY SERVICES

The University will provide the following services on a continual basis, although interruption may be necessitated by an act of God an order of a University/Civil authority, limited or restricted control or availability of resources as determined by the University, maintenance activities or other conditions that is reasonably beyond administrative control. Services are provided in accordance with standards and levels of services determined by the University. It is the expectation of the University that services will be available and uninterrupted and that any disruption of services vital to the health and safety of residents will be restored within a reasonable amount of time. The residence, dining, and telecommunications facilities are provided as services to students and a unique to the University environment. Therefore, the relationship between the student and the University is not a landlord/tenant relationship; rather this Agreement is a license to use certain facilities for a particular period of time.

A. RESIDENCE LIFE

1. **Assignments**
 (a) A resident is officially checked in when he/she accepts his/her residence hall room key from a Residence Life staff person.
 (b) Each resident agrees to accept his/her initial assignment. Assignments are subject to the availability of space. The University will furnish a space in a residence hall and will grant the resident use of the facilities of the hall in accordance with terms and conditions specified in the Agreement.
 (c) Residents who are assigned to an apartment or suite agree to the cooperative housekeeping duties necessary to maintain said apartment/suite in sanitary and clean condition.
 (d) Residence Life does not discriminate in room or hall assignments on the basis of age, race, color, religion, sexual orientation, personal appearance, creed, physical or mental disability, or national origin.

2. **Temporary Housing**

In the event that a student cannot immediately be assigned a regular space, he/she may be offered a temporary assignment within a "designated triple/quad" room in a residence hall; that is, space normally occupied by two students which is minimally furnished with temporary occupancy by three/four students. This space can also be a lounge which is normally furnished to house four to six students. Should this living become permanent, the

student can opt to remain in this space or leave the residence hall, however, the student will be charged for the use of the space at the same rate of regular room. The student agrees that by occupying the temporary assignment that this space could become permanent and no reductions for housing and board charges will be given.

3. **Utilities**

The University will provide heat, water, electricity, and waste disposal services.

4. **Housekeeping**

The University will remove trash from designated areas and will clean common hallways, floor lounges, public areas, and bathrooms (except those located in resident apartments or suites on a scheduled basis.)

5. **Furnishings**

(a) The University will provide to the resident: one bed, one mattress, one desk, one wardrobe/closet, one dresser, and one chair.

(b) The University will provide each resident room with a window shade or blinds, window screen, and a smoke detector.

6. **Repairs**

The University will make all repairs and perform maintenance in the residence hall and the resident's room with authorized personnel. Repairs to the room or University furnishings will occur upon request or in accordance with routine schedules. Repairs and maintenance activities shall be conducted under a system or priority scheduling. All repairs made in University leased housing are the responsibility of the leasing company. Although University will make an attempt to work with the leasing company to ensure that all repairs are made in a timely and satisfactory manner; the University cannot and will not assume responsibility for failure of he leasing company to make any or all repairs while residing in University leased housing.

B. TERMS SUBJECT TO CHANGE

Notwithstanding any other part of this Agreement, the Departments of Residence Life and Business Services, and Morgan State University reserves the exclusive right to limit the number of meals or quantity of portions served, change menus, open and/or close facilities, reschedule the opening and closing hours of operation or otherwise alter services when access to funds or resources (e.g. food, supplies, hear, power, etc.) is impaired.

III. RESPONSIBILITIES OF STUDENTS IN RESIDENCE AND DINING HALLS

A. Care of Residence and Dining Facilities

1. The resident accepts responsibility and agrees to be held accountable for his/her actions, for the actions of his/her guest(s), and for proper use and care of the residence and dining facilities, assigned space, common areas, and University property. The resident also agrees to report promptly any interruptions of service or needed repairs.
 2. The resident agrees to take reasonable action to protect residence and dining facilities and property from wanton, reckless or negligent damage; refrain from encouraging or participating in activities which causes damages; report damages and assist the University in identifying individuals responsible for damage, theft or loss.
 3. The resident, at the time of checkout from the residence hall, will return the assigned space and its University furnishings in the same conditions as they were received, with the exception of reasonable wear and tear.
 4. The resident assumes responsibility for the appropriate use of safety and security hardware (e.g. locks, smoke detectors, sprinklers) within his/her assigned residence hall space and building, and will immediately report loss of assigned key(s) or malfunctioning hardware.

B. Conduct

1. The resident shall conduct himself/herself in a manner which promotes a courteous, safe, and secure residence and dining environment. The resident understands that his/her behavior should be conducive to the pursuit of academic goals, as well as individual and community development and welfare.
 2. The resident shall ensure that his/her roommate(s) shall have access to an equitable use of the assigned space.
 3. The resident agrees to familiarize himself/herself with and abide by the rules, regulations, policies, and procedures established by Residence Life and Dining services as published in the Residence Hall Rules, regulations, policies Handbook, and University Catalog as amended from time to time, are hereby incorporated by reference into this Agreement.

INSTRUCTIONS

You are advised to read this document in its entirety as it is legally binding. Your signature on this document is a commitment legally and financially to side in one of the residence halls for a year. Sign and date the section of this Agreement above. (If you are under 18 years of age, you Agreement must bear the signature of a parent/legal guardian.)

TERMS AND CONDITIONS OF ON CAMPUS HOUSING AND DINING SERVICES

I. PARAMETERS OF THE AGREEMENT

A. ELIGIBILITY

1. Individuals must e improper academic and disciplinary standing as defined by the University. Established procedures, regulations and deadlines may be found within the Class Schedule Booklet and University Catalog. Undergraduate students, who are properly registered at Morgan State University, have priority for available spaces in residence halls.
 2. Enrolled graduate students at Morgan State University may be housed on a space available basis with the approval of the Office of Residence Life.

B. LIABILITY

The University cannot and does not assume responsibility for personal accident, injury, or illness sustained by residents, guest or visitors, or the damage, theft, or loss of personal property. The student (or parent of a minor) who signs this Agreement hereby releases the University, its officers, agents, and employees from liability on account of any accident, injury, illness, property damage, theft or loss. The University strongly recommends that students obtain private insurance against such harm or loss.

C. OCCUPANCY PERIODS

1. Student occupancy is allowed, under normal circumstances, from the date of check-in, specified with Residence Life's notification of assignment, though 8pm of the last scheduled day of each semester's final exams, or within 24 hours of the last final exam, whichever comes first. The student must leave his/her assigned space prior to the date and times established for hall closing, and may not reenter any campus residence hall during University recess or after the end of the specified occupancy period unless given written permission from Residence Life.
 2. **Break Housing and Dining**
 (a) Residence and dining services may be provided on a limited basis in specific residence halls when the University is closed or classes are not in session. When break housing and dining are available, they will be provided at an extra charge. Students who desire break housing must receive written permission from Residence Life and agree to all terms and conditions specified by Residence Life and Dining Services for break housing and dining.
 (b) Each student (with granted permission from the Director of Residence Life or his/her designee), as his/her own risk, may choose to leave personal property in his/her assigned space during the Christmas or any other recess period when classes are not in session. Any student interested in leaving personal property in his/her assigned space during the Christmas or any other recess period when classes are not in session is required to sign a waiver

4. Rules and regulations are intended to promote the safety and well-being of residents. They include by are not limited to prohibitions against: unauthorized equipment; cooking elements; flammable materials; weapons and fire crackers; unauthorized modifications of assigned space; pets; duplication and transfer of University keys; disruptive/destructive behavior, behavior such as intimidation or harassment which threatens the property, safety, security, health, or well-being of others; improper use of fire/safety or building security equipment; and threats to or interference with University staff in the performance of their duties. Violation of rules and regulations can constitute grounds for termination of Agreement.

5. When it is determined by Residence Life and other appropriate University officials that a student has violated State or federal laws and/or University rules or regulations, and/or when such conduct indicated that the student constitutes a threat to the safety, health, or well-being of the community members or of himself/herself, disciplinary and/or administrative action, including termination of this Agreement, may be taken.

6. Prohibited Conduct: Alcohol and/or Drug Violation:

1. Consumption or possession of alcohol on University premises.
2. Unauthorized distribution or possession for purposes of distribution of any controlled dangerous substance or illegal drug.
3. Use or possession of any controlled dangerous substance or illegal drug.
4. Any other violation of the Morgan State University Alcohol And Drug Policy.

C. Use of/Change of Assigned Space

1. The resident agrees that a change of assignment may be made only with the written approval of Residence Life in accordance with established room change procedures. Requests which are based upon consideration of race, color, religion or national origin cannot be honored.

2. The resident agrees: (a) to live in only the space to which he/she has been officially assigned; (b) not to sublet or otherwise use or grant use of the assigned space, residence hall common sell, solicit or conduct a business enterprise therein without the written permission of the Director of Residence Life.

3. If a vacancy occurs in the assigned room, the remaining resident(s) agrees to follow established procedures for the reassignment of another student in that space

4. When vacating as assigned space, the resident must complete established check-out procedures as state in the Residence Hall Rules, Regulations, Policies handbook, and any or all instructions given by the Director or Residence Life and/or his/her designee to include the Resident Director of the resident's respective residence hall.

5. Residence Life reserves the right to move a resident from one space to another to: (a) meet its responsibilities to student health, safety, and well-being; (b) maintain, operate, or renovate facilities; (c) establish a special interest house, floor, unit, or section; (d) reassign rooms in a section or hall to students of the opposite sex; (e) condense groups of residents for reasons of security of closing a portion or all of a residence hall, or (f) to consolidate students to a particular area or section of residence hall occupancy purposes.

D. Guests

An overnight guest of the same gender may stay in the assigned space of a resident only with concurrence of the roommate and the approval of the Resident Director, for a maximum of 3 consecutive nights. The resident assumes responsibility for the action of his/her guest(s). Guests are welcome to eat in the Dining Services facility on a cash basis. Guests must abide by all University, Residence Life, and Dining Services regulations.

E. Safety and Security

The University does not guarantee the safety and security of a resident in its residence halls and dining areas, and disclaims and risks of injury or loss to a resident occurring therein. The resident agrees to take primary responsibility for his/her residence and dining communities. The University's Residence Life and Dining Services Department will work cooperatively with residents to promote a safe and secure environment. The resident agrees to read and abide by security policies and pre cautions stated in residence Halls Rules, Regulations, and Policies Handbook and in other University publications.

IV. ADMINISTRATIVE PROCEDURES

A. Residence Hall Entry, Inspections, and Property Removal

1. The University reserves the right to enter rooms for purposes of: (a) improvements; (b) inspection and maintenance; (c) recovery of University/State owned property which is not authorized for use in the assigned space; (d) fire and safety inspection; and (e) actions necessary to ensure the safety, health, and general welfare of the resident or others and/or the protection of University of student property.

2. A resident's request for maintenance or repair constitutes his/her consent for room entry. While entry without notice may be necessary, attempts will be made to provide prior notification whenever reasonable.

3. The University reserves the right to remove and dispose of any personal property remaining immediately in a room following: (a) termination or expiration of this Agreement, (b) the resident's separation by/from the University; and/or (c) the date the resident officially checks out of the room. A charge for costs incurred by such removal be assessed to the resident.

B. Review of Housing and Dining Status

1. When it is determined that a resident has violated a term of this Agreement or any other Residence Life, Dining Services, or University rule, regulation or procedure, he/she is subject to: (a) administrative procedures and actions as defined in Residence Halls Rules, Regulations, Policies Handbook; (b) disciplinary procedures and action defined in the Code of Student Conduct (<http://www.morgancounsel.org/files/Code-of-Student-Conduct.pdf>); and/or financial responsibility for any damage, theft, or loss to the Office of Residence Life.

2. When an allegation or violation of a rule, regulation or procedure is received and the established review process to

terminate the Agreement (as stated in the Residence Hall, Rules, Regulations, Policies Handbook) is initiated, the resident will be provided the following procedural safeguards: (a) notice of the violation charged and (b) an opportunity to present his/her version of the incident Administrative action by Residence Life and/or Dining Services.

3. The Director of Residence Life or designee may temporarily suspend a resident from residence halls and the director of Dining Services or designee may temporarily suspend dining privileges, pending administrative and/or disciplinary actions, when, in the judgment of the respective Director or designee, the student constitutes a threat to himself/herself and/or the person or property of another.

C. Liability for Damages and Rules

1. The student will be assessed charges for damages, loss, or special service due to misuse or abuse of his/her assigned space and the state property that he/she damages. Additionally, the student can be charged if applicable for violation of policies regarding check-in and check-out of the residential facilities. When the assigned residence hall space is shared, and when the responsible student(s) fails to assume responsibility, an equal portion of the charges will be assessed to each occupant.

2. Individual(s) identified as being responsible for damages, theft, loss or special service (whether intentional or negligent) in common areas of the residential facilities will be assessed the cost repair, replacement or restoration.

3. When individual responsibility cannot be determined, and where deemed necessary by Residence Life, residents may be held collectively responsible for damage, theft, loss, or special service (e.g. cleaning) to the common areas or to university property within the residential facility.

D. Release From Agreement

1. **Prior to claiming services:** (a) University will release an individual from this Agreement prior to services being claimed without the individual incurring financial obligations beyond the **lost of the Housing Application fee**, when the written notice signed by the individual is received by the Office of Residence Life on or before July 1 for new or returning applying for the Fall (or December 1 for the spring). If the notice is received after these dates and before the student checks in (i.e. keys issued), the individual, regardless of his/her University status at the date of release from this Agreement, will be charged for the cost of room and board as stated in the commitment of this Agreement. (b) **RELEASE FROM THIS AGREEMENT MUST BE MADE IN WRITING** (certified mail, return receipt requested, is strongly advised) to: Director of Residence Life, Morgan State University, Tubman 114, 1700 E. Cold Spring Lane, Baltimore, MD, 21251. **NOTIFICATION MADE TO ANY OTHER UNIVERSITY OFFICE IS NOT SUFFICIENT TO ENSURE RELEASE FROM THIS AGREEMENT.**

2. **After a student claims services:** (a) The University will not normally release an individual from this Agreement after the services are claimed (i.e. Fees issued), because this Agreement is for the entire academic year. Thus, students who unofficially leave after claiming services will be charged for the full academic year in accordance with his/her commitment to this Agreement. In some specified cases, residents may be released from this Agreement without incurring any financial obligation (beyond charges associated with occupancy and meal purchases) only when Residence Life has received from the student and verify a request for release upon a specified date that is based upon the student's disenrollment, withdrawal, graduation, marriage, student teaching, studying abroad, co-op work in conjunction with a University sponsored accredited, or substantial physical or emotional difficulties (verified by the University) which prevents continued participation in this Agreement. (b) Such request for release effective at the end of the fall semester/start of Spring semester, must be submitted to the Director of Residence Life with appropriate documentation before December 1, in order to avoid being charged for the full semester and in the event the request is approved by Residence Life. Request for release from this Agreement, which is effective spring semester, will not be approved after the first scheduled day of spring semester classes, except for reasons of disenrollment. (c) When release from this Agreement is approved, an adjustment will be made to the Resident's account based on the published schedules in the most current edition of Morgan State University's Catalog. Authorized or Unauthorized released students forfeit their application fee. (d) If demand for housing exceeds space available, Residence Life reserves the right to permit releases for reasons other than those specified above.

E. Failure to Claim Services

When individual fails to properly claim the assigned space and has not secured release from this Agreement prior to the deadline for claiming services, or fails to notify Residence Life of delayed arrival by 12PM noon on the first scheduled class day of Fall semester (or within 72 hours of the receipt of assignments if assignments are made after the first day of class), or 12PM noon on the first class day of Spring semester (for individuals new to the residence halls that semester), Residence Life will terminate this Agreement. The individual then regardless of his/her University status, will be charged for housing charges for the full academic year; or in the case of the Spring semester; only one semester respectively; **in addition to the loss of the Housing Application Fee. Please refer to the fee cancellation schedule.**

F. Termination Agreement

1. Residence Life and Dining Services may unilaterally terminate this Agreement at any time and require the individual to forfeit immediately the assigned space and terminate the Meal Plan when: (a) it is determined that information furnished by the individual or parent/guardian for the purpose of obtaining residence or dining services is substantially incomplete, misleading, or false in whole or in part. (b) It is determined that a resident: (1) is not a registered student; (2) is denied services from the University because of outstanding debts; (3) is academically dismissed (4) is dismissed from the University or required to vacate the residence hall for administrative and/or disciplinary reasons; or (5) for any reason,

loses his/her status as a student at Morgan State University. In such cases, the individual may be required to vacate the assignment and accept termination of the Meal Plan on the date of separation from the University or as otherwise specified in writing by the Director of Residence Life. (c) It is determined, through the process outlined in IV (B) (2), that the student has violated housing and dining rules. In such cases, he/she may also be denied continued access to any University residence and/or dining facility. (d) University facilities are inadequate in number or physical condition to serve the student appropriately.

2. When Residence Life and/or Dining Services terminate the Agreement because the resident has violated the housing or dining in rules and/or the Code of Student Conduct (<http://www.morgancounsel.org/files/Code-of-Student-Conduct.pdf>), the resident may still be responsible for payment of the entire housing and dining charges for that semester and/or year respectively.

G. Adjustment to Accounts Policy

No part of the charges for room and board is refundable unless the student officially withdraws from the University, and is given permission by the appropriate officials of the University to move from the residence hall and/or discontinue dining hall privileges. Please refer to the University's Catalog for complete details regarding the adjustment policy from and board.

H. Confirmation of Agreement

(a) The student (and parent or guardian, if student is under 18) must sign and submit this Agreement without alteration. This Agreement has not been accepted by the University nor does the student have permission to reside in a University residence hall until he/she has been provided a confirmation of residence and dining services and/or a notification of room assignment. (b) Residence Life reserves the right to make changes to this Agreement as deemed necessary.

How Assignments Are Made

Residence Life's assignment policy assigns new students to vacancies remaining after returning residents have chosen rooms. When possible, room assignments will be made in accordance with the student's preferences. Preferences however are not guaranteed. Assignments are on a first come first serve basis on space availability.

Special Assignments Needs Requests

In order to ensure that attention in the assignments process is given to students with special needs, these students are required to attach to the Agreement a written description or document of any visual, mobility, or hearing impairment; physical or emotional disabilities or dysfunctions; or other medical condition(s) which would explain their need for special housing consideration. For more information, please contact the Residence Life Office and Housing.

Cancellation Schedule

The Housing Contract Release Form must be downloaded and submitted to The Office of Residence Life if you intend to cancel your housing application. The Cancellation Policy is based upon the following submission dates.

Cancellations for Fall Semester Housing

Submitted before July 1 will receive a 100% refund of total room charges; Submitted July 1 through July 31 will receive an 80 percent refund of total room charges; Submitted August 1 through August 31 will receive a 50 percent refund of total room charges; Submitted after September 1 will not receive a refund of room charges.

Cancellations for Spring Semester Housing

Submitted before November 15 will receive a 100% refund of total room charges; Submitted November 15 through December 15 will receive a 50 percent refund of total room charges; Submitted after December 15 will not receive a refund of room charges.

Cancellations for Summer Semesters

The cancellation request must be submitted to our office with a \$50 cancellation fee (per session) prior to the start of the session(s) for which housing was requested. No refund will be given for cancellations submitted after the start of the session for which housing is requested.

Marble Hall Gardens Leasing Period

The leasing period for Marble Hall Gardens begins the Saturday prior to the start of the Fall Semester and ends on July 1. Residents of Marble Hall Gardens are required to submit a housing application for each new leasing period for which they intend to reside in the complex. Those who do not submit a housing application for the new leasing period by the deadline established by The Office of Residence Life & Housing will be subject to late fees and/or reassignment to another off campus or on campus assignment.

Questions?

Please call us at 443-885-3217 or visit http://www.morgan.edu/Administration/Student_Affairs/Office_of_Residence_Life.html if you have any questions about living in the Residence Halls or regarding this Agreement. Hours are weekdays, 8:00am-5:00pm.