

UMKC STUDENT COPY RESIDENTIAL CONTRACT FOR SUMMER SESSION 2020

This agreement is made and entered into by and between The Curators of the University of Missouri on behalf of the University of Missouri-Kansas City, hereinafter referred to as "UMKC", and the person identified on the original contract, hereinafter referred to as the "Student". **This contract is for the entire Summer 2020 session: June 5th through the start of the 2020-2021 Academic Year Contract; or if entered into after the beginning of the academic session, for the remainder of the summer until the start of the 2020-2021 Academic Year Contract.** The University reserves the right to modify by increase or decrease the fees charged for attendance and other services at the University, including but not limited to educational fees, at any time when in the discretion of the governing board the same is in the best interest of the University, provided that no increases can or will be effective unless approved by the governing board not less than thirty (30) days prior to the beginning of the academic term (semester, etc.) to which the fees are applicable with all modification of fees to be effective irrespective as to whether fees have or have not been paid by or on behalf of a student prior to the effective date of the modification.

With this contract, UMKC offers to the Student a space in a residential facility for the above referenced Summer Session. When the contract is received by UMKC, a legally binding contract between the Student and UMKC is established. Students are expected to enroll full time in UMKC coursework (6 credit hours undergraduate, 5 hours graduate) during the term of this contract. Students must seek permission from Residential Life to drop below full time enrollment and continue living in their assigned facility. Cancellations of the contract are subject to cancellation fee schedule and termination terms and guidelines. Rooms may be occupied according to the Guide to Group Living (occupying a room to which one is not officially assigned, unauthorized room moves, etc., are not permitted). Rooms occupied during break periods or during other times not covered in the date range of this contract will be charged an additional daily fee and may be subject to disciplinary action.

The Student and UMKC hereby agree to all the terms, conditions and provisions set out as part of this contract and in other documents, which are incorporated by reference into this contract. These documents include the Contract Terms and Conditions, Guide to Group Living, UMKC Parking and Regulations, student housing and dining brochures, University Collected Rules and Regulations of UMKC, which are now, or are hereinafter, in effect. Further, UMKC reserves the right to supplement, amend, and/or revoke any of the foregoing and any other rules and regulations at any time and from time to time, in its sole and absolute discretion, which shall be binding upon the student immediately following notice thereof.

This contract is not a lease, UMKC is not a landlord, the student is not a tenant, and nothing herein is intended to create such a relationship or is otherwise subject to any landlord-tenant laws or requirements. This is a license to occupy university housing as part of an academic community in connection with the educational experience and in furtherance of UMKC's purposes. Any use of the terms "lease," "tenant," "rent," or the like in this contract or any associated materials, if any, are intended to refer to a license, or licensor-licensee, relationship. This contract, as with any license, is personal to the student, may not be assigned by the student for any reason, and is revocable by UMKC, which reserves the right to revoke the student's right to occupy university housing in its discretion in accordance with applicable university policies. Moreover, this contract does not grant the student possession of a particular room or type of residence, and UMKC may temporarily or permanently reassign the student or deny the privilege of occupying university housing from time to time. The foregoing rights of UMKC are cumulative and in addition to its rights as set forth elsewhere herein or under student, residential, or other university rules, regulations, or policies that are otherwise applicable, which UMKC may change from time to time without prior notice.

The Curators of the University of Missouri

University Agreement: UMKC agrees to furnish the Student with housing. These services are provided under the terms and conditions herein stated and as described in the student housing website and brochures and the Guide to Group Living, which is available online: www.umkc.edu/housing > Student Resources.

Alterations of this contract are not recognized by UMKC. Failure to honor the Student's assignment preferences will not void this contract. UMKC will not discriminate in room/hall assignment on the basis of race, color, religion, national origin, ancestry, sex, age, disability, status as a disabled veteran or veteran of the Vietnam era, or sexual orientation. UMKC reserves the right to assign roommates and/or to consolidate vacancies by requiring students to move from one accommodation to another. Once the contract is received by the Office of Residential Life, a room/space will be reserved and the Student will be notified of a room assignment shortly before the beginning of the period of occupancy.

UMKC requires that each student living in the residence halls during the Academic Year have a UMKC Dining Plan. Dining plans are not offered, nor required by Residential Life during the Summer Session.

The Student agrees to assume and bear the risk of loss with regard to all personal property which is kept or maintained in the facility. A Student who lives on campus should understand that UMKC is not responsible or liable for the loss, theft, or damage of property maintained by the student while living on campus. Students may wish to obtain renter's insurance for the protection of their belongings.

UMKC reserves the right and privilege to: (a) refuse any contract upon return of the first payment; (b) change the room assignment, place students in temporary overflow housing assignments and/or require the Student to move to different accommodations when UMKC deems it expedient, in which event the Student's account will be credited or charged with any difference in charges; (c) take over and use the room in event of public emergency; (d) in the event that the accommodations assigned to the Student are destroyed or otherwise made unavailable and UMKC does not furnish other accommodations, the contract shall terminate and all rights and liabilities of the parties hereto shall cease and the right of UMKC and the Student to payments previously made by the Student shall be prorated on the basis of the period for which accommodations were made available to the Student; (e) change the rate for room and meals during the Summer Session if changes in economic conditions make it necessary; (f) inspect the room at any reasonable time and, if there is reason to believe that the Student has violated UMKC regulations, to inspect the Student's possessions; (g) reassign a student to accommodate another individual with unique physical needs or to address an unforeseen maintenance concern.

Student Agreement: The Student agrees to honor this contract **FOR THE ENTIRE CONTRACT PERIOD** and make payment of all charges regularly fixed for the accommodations assigned. If the Student is under 18 years of age, the Parent or Guardian agrees to make payment of all charges. The Student agrees that failure to satisfy the financial obligations accrued under this contract may result in denial of issuance of grade transcripts and/or permission to re-enroll, pursuant to UMKC rules and regulations governing the imposition of these sanctions. If, during the Summer Session, the Student fails to make an installment payment within fifteen (15) days after its due date, the Student will be subject to disciplinary procedures by UMKC.

The Student agrees to reimburse UMKC for all damage to the structure in which the Student is housed and all damage to, or loss of, any UMKC fixtures, furnishings, or personal property furnished under this contract caused by the acts or negligence of the Student. Student agrees to reimburse UMKC for damage to common areas of the facility when individuals causing the damage cannot be identified.

The Student agrees to refrain from making any modifications, whether structural, electrical or plumbing to facilities, nor to attempt any construction or remodeling, no matter how minor, without advance written approval from the full-time staff member responsible for their living unit.

The Student agrees to comply with all rules and regulations of UMKC and the residence halls, which are now, or are hereafter, in effect, which rules and regulations are specifically made a part of this contract by reference.

The Student agrees to abide by the laws of the land. Following the conduct rules of UMKC is expected of residents, visitors, and guests. Acts contrary to federal, state or local laws, and University regulations such as, but not limited to, sex offenses, gambling, possession and/or use of

illegal drugs and/or controlled substances, theft and disruption are violations of student housing policy. Recognition of others personal property rights is expected of residents, visitors, and guests. Each resident is responsible for compliance with all stated policies (see the Guide to Group Living).

The Student agrees that this contract is **FOR THE ENTIRE SUMMER CONTRACT SESSION** or, if the contract is for accommodations after the beginning of the summer session, for that part of the summer session remaining after the effective date of assignment to accommodations.

The Student agrees this contract cannot be canceled either before or during the summer session except under the terms set forth in the Cancellation and Termination sections of this contract.

The Student agrees that failure to occupy assigned accommodations on or before the first day of classes of the period covered by this contract without having given the Residential Life office written notice of delayed arrival may result in the accommodations being assigned to another Student; but delayed arrival does not relieve the Student of the responsibility to accept other available accommodations. The Student agrees that assigned accommodations cannot be reassigned by the Student to another Student.

The Student agrees to register with the Residential Life Coordinator of the living unit upon initial occupancy and when permanently vacating the assigned unit. Except for residents who are graduating or those who have an approval from the Residential Life Coordinator for a delayed check-out time, residents must vacate within twenty-four (24) hours following their last final examination of each semester.

The Student agrees to notify UMKC, in writing, within five (5) days after occurrence, of any alleged violation by UMKC of any of its obligations arising under this contract or otherwise. Failure of resident to give such notification writing, within the time prescribed shall constitute a total and complete waiver of said alleged violation and shall not be asserted by resident as any grounds for nonperformance of resident's obligations under this contract. UMKC may give resident notice by any method allowed by applicable law. Unless otherwise provided by law, notice for all management purposes shall be considered as having been given and complete on the date such notice is postmarked, placed in overnight delivery, emailed, telefaxed or hand delivered to resident at the address of the unit. Notices for entry into room may be posted on the entry door of the unit or suite if permitted by law.

My signature acknowledges that I have read, understand and agree to be legally bound by the terms of the Summer Session 2020 residential contract provided to me by the University of Missouri-Kansas City: I certify that I will be enrolled full-time for the summer term to maintain residence in a Residence Hall.

STUDENT COPY –

RETAIN THIS COPY FOR YOUR RECORDS

(Signature of Student OR Signature of Parent or Legal Guardian Who Guarantees Payment if Student is under 18 Years of Age)

CANCELLATION AND TERMINATION

1. Contract Cancellation by Student: If the contract is received by UMKC and the Student later cancels their contract via My Housing or submits a written request to the Residential Life Office that such contract be canceled, the following cancellation fee schedule will apply to such cancellations based on the date the written request is received by the Residential Life Office. Recipients of financial aid will have the appropriate charge placed against their account. Dates in parentheses apply to contracts submitted for the spring semester only. If severe personal problems are cited, the Student must make written request to the Residential Life Department Business Office to cancel without paying the cancellation fee. Verbal communication of cancellation will not be honored. If a remaining credit exist on the student account after all fees have been assessed it will be credited to the student's University account.

MyHousing Self-Service cancellation received by April 1st

\$250 cancellation fee

MyHousing Self-Service cancellation received April 2 nd -June 4 th	\$350 cancellation fee
MyHousing Self-Service cancellation request received on or after June 5 th	\$350 cancellation fee plus daily rate

**After the student has moved in, the student will be billed a daily rate plus the cancellation fee if cancellation request is approved.

***Contract Cancellation:** Cancellations after June 4th are approved ONLY for the following reasons: UMKC-sponsored student teaching/internship, UMKC Study Abroad or other UMKC program which requires living away from Kansas City, graduation, marriage, military deployment (must have joined a branch of the armed forces prior to submitting your housing contract), withdrawal from UMKC, transferring to another University, financial hardship, medical/mental health issue, or severe personal problems BEYOND THE CONTROL OF THE STUDENT and which occurred after the submission of the Summer 2020 Housing Contract.

Supporting evidence must be provided in all cases (please do not include specific information regarding any medical conditions - approved documentation includes an official letter from a medical or mental health practitioner indicating that the Student is being treated and that they support relocation from on-campus housing due to the Student's circumstances). If severe personal problems are cited, then the Student must submit an appeal to the Residential Life Business Office for a contract cancellation. The official on-line cancellation request form will still be required. In addition, students must demonstrate a problem beyond their control, which occurred after the time of contract submission and is substantiated by supporting documentation. The Student will receive written approval or denial of the request and the account will be adjusted accordingly. If the cancellation request is approved, the student will be charged an applicable cancellation fee, and will be subject to daily rate room charges and damage billing.

After move-in and approved contract cancellation, the student must officially vacate by obtaining check-out materials from the Office of Residential Life and contacting residential staff to complete official check-out procedures. Any amount paid in excess of the total due will be credited to the student's account. Students who have not met their financial obligations will be billed. Students must move from the facility within 24 hours of contract cancellation or withdrawal from UMKC. All components of this contract are canceled when the contract cancellation is effective. If the cancellation request is denied the student is responsible for one hundred percent (100%) of the room and board fees for the summer contract term. Appeals for any charges assessed by the housing department must be received in writing and will only be considered within 120 days of the billing posted date, or within 120 days of the official contract cancellation date, whichever comes first.

2. Contract Termination by UMKC due to Breach by Student: Default in payments due under the contract, withdrawal (or suspension or dismissal) from UMKC for any reason, or a violation of the rules and regulations of UMKC, or of the facility in which the Student is a resident, or other conduct on the part of the Student deemed to require the removal of the Student from the facility for the best interest of the other residents, shall constitute a breach of the Residential Contract by the Student and shall be grounds for the termination of the contract at the election of UMKC. In case of such a termination, UMKC will deliver a written notice of termination to the Student by email, mail, personal delivery or by leaving the notice in the Student's room, stating the hour and date the termination takes effect. If the Student breaches the Residential Contract, the Student will be charged for all sums due to UMKC under the terms of the contract prior to the date of termination and in addition, at UMKC's election, the Student will be charged for forty percent (40%) of the remainder of the summer session contract charges for room, meals and social fee based upon the effective date of termination as stated in the written notice. If the contract is breached due to the Student's withdrawal from UMKC and the Student re-enrolls during the period covered by the contract, UMKC may elect to reinstate the contract as of the date of re-enrollment.

Other Default Provisions

Resident will be in default if: (1) there are any grounds for termination of the contract as set forth in the preceding paragraph, (2) resident abandons the room, or (3) resident fails to perform any of his or her obligations hereunder or resident or resident's guest(s) violates this contract. If resident is in default, UMKC may at its option terminate this contract by written notice to resident. Resident shall surrender possession of the room to UMKC upon the date specified in such termination notice, and resident shall be liable to UMKC for, and shall indemnify UMKC against, all loss and other expenses (for re-letting, refurbishing, cleaning, or otherwise making the room suitable for re-letting) suffered or incurred by University as a result of resident's default and termination of this contract. Notwithstanding the commencement of a judicial eviction or dispossessory proceeding and the issuance and execution of a writ of possession on account of any default by resident, resident shall remain liable to UMKC for all payments due under this contract, accrued through the date on which possession is obtained by UMKC, and resident shall continue to be liable for all payments accruing thereafter until the earlier of the expiration of the term of occupancy or the re-rental of the room. It is intended that UMKC's remedies for a default hereunder shall be as broad as permitted under applicable laws and

shall include, without limitation, (a) the right to terminate this contract, reserving the right to collect any unpaid rent and other payments; or (b) the right to rent the room for the account of resident, in which event the proceeds from subletting shall be applied first to the cost of subletting (including advertising and commissions), second, to the cost of repairing any damage to the room, and third, to resident's rental obligations hereunder, with resident remaining fully responsible for any deficiency in the contract obligations for the remainder of the term of occupancy. The exercise of any one remedy shall not be deemed exclusive of the right to collect rent and other payments, or of UMKC's right to avail itself of any remedy allowed by law. In the event the Guide to Group Living or other terms incorporated by reference herein, now or hereafter enacted, prescribe warning and/or charges for certain actions of resident which may constitute violations of this contract, UMKC may elect, in its sole discretion, to enforce the default and/or termination provisions contained herein or to enforce the provisions of the Guide or such other terms. In the event of a default by resident hereunder, in addition to any other remedies, University is entitled to employ an attorney at law to enforce UMKC's rights hereunder and all reasonable fees and cost connected therewith shall be paid by resident. UMKC may report unpaid rent or other charges to the applicable credit reporting agencies for recordation in resident's credit record.

CONTRACT TERMS & POLICIES

Occupancy

The student agrees that occupancy covered by this agreement includes the Summer Session that begins on the date indicated on the Residential Contract and ends with the last day of the Summer Session indicated on the Residential Contract, or when the student completes an official formal or express checkout (returning keys) after being approved for cancellation, whichever is earlier.

Break Housing

In the interest of security, staffing, and energy conservation, residential facilities except for Hospital Hill Apartments, UMKC Homes Rockhill Apartments, and JP2 Commons may close during fall, winter, and spring breaks. There is not food service available during breaks. Failure to vacate the facility by the designated closing time will result in a monetary charge.

General administration

The status of the University of Missouri-Kansas City as a residential academic community and each student's position as a citizen in that community requires regulations concerning the protection and promotion of learning activity, maintenance of order and control of behavior affecting the freedom and privacy of others. The Office of Residential Life hires staff that participate with residents in conflict resolution, document incidents and initiate appropriate actions in response. Students who sign a student housing contract agree to the following policies and regulations, those printed above, in *The Guide to Group Living* (<https://info.umkc.edu/housing/wp-content/uploads/2017/10/UMKC-ResLife-GGL-19-20.pdf>) and other official publications, including: 1) The Student Conduct Code for the University of Missouri-Kansas City; 2) The University of Missouri-Kansas City Parking Regulations. UMKC has the authority, pertaining to all UMKC housing, to establish and enforce rules and regulations developed within applicable statutes and Board of Curators policies. In accordance with University policy, no assignment is made on the basis of race, religion, color, disability, national origin, ancestry, and, to the extent specified by law, sexual orientation, age or veteran status.

Policies Governing Occupancy

Assigned space may be used for personal residence only. No activity is permitted which involves regular use of housing facilities for personal financial gain. Residents may request to transfer between living units as space permits. Generally, the same policies and regulations apply in all units. When modified payment schedules, amounts due and new regulations apply, residents agree to these changes as a condition of the transfer agreement.

UMKC will determine whether a contract for space will be offered. UMKC also determines assignments, re-assignments and other occupancy changes. On rare occasions, a resident may be required to move to accommodate another individual with unique physical needs or to address an unforeseen maintenance concern. Other unpredictable situations may also result in occupancy changes. UMKC reserves the right and privilege to change the room assignment, place students in temporary overflow housing assignments, and/or to require the student to move to different accommodations when UMKC deems it expedient, in which event the student's account will be credited, or charged, with any difference in the charges.

UMKC reserves the right and privilege to enter a student's room at any time for the purpose of making inspections of the furniture and equipment or for the purpose of performing any maintenance work which is needed, and reserves the right to enter the room at any time when reasonable cause exists to believe the student has violated University rules and regulations. UMKC also reserves the right to enter a student's room when its officials reasonably believe a health or safety emergency requires their intervention.

False statements in resident's contract for housing, violation of rules and regulations of UMKC, the University of Missouri Standard of Conduct and any federal, state or local laws, now or hereafter in effect, or other conduct on the part of the resident or resident's roommate(s) or guests deemed to be such as to require the removal of resident from assigned room for the best interest of other residents shall constitute grounds for UMKC to direct residents to move from the assigned room.

UMKC reserves the right to take over and use the room in event of public emergency, in which event the student will receive six hours' notice.

UMKC reserves the right to use the room during vacation periods to house mature and responsible groups for educational purposes, in which event adequate advance notice will be given and provisions will be made for storage of student's property.

Occupancy changes initiated by residents may be completed during the semester if all residents involved agree and if approved by senior Office of Residential Life staff. An administrative fee may be assessed in certain instances. Unoccupied spaces are reserved for use by UMKC.

Residents who have contracted for a roommate will be assigned a roommate or be asked to move to an existing vacancy. Failure to move or refusal of a roommate assignment by a stated deadline will result in the resident being charged a higher room rate.

General Regulations

Obedience to the laws of the land and conduct rules of UMKC is expected of residents, visitors and guests. Acts contrary to federal, state or local laws, and University regulations such as, but not limited to, sex offenses, gambling, possession and/or use of illegal drugs and/or controlled substances, theft and disruption are violations of student housing policy. Recognition of others' personal and property rights is expected of residents, visitors and guests. Each resident is responsible for compliance with all stated policies (see *The Guide to Group Living*).

- Interference with the rights of others to use their living areas for study or sleep constitutes violation of student housing policy.
- Door-to-door canvassing and unapproved solicitation is prohibited.
- Residents, visitors and guests are expected to act with common decency and decorum. Adequate dress is required in public areas and on floors and in student rooms.
- Possession or consumption of alcoholic beverages by any person is prohibited in student housing facilities and on University-owned property.
- Appliances which are hazardous when left on and unattended or which have exposed heating elements are prohibited.
- Possession of fireworks, firearms and other weapons, candles, incense and live animals are prohibited. Fish in aquariums are allowed as pets.
- All facilities operated by the Office of Residential Life are smoke-free. People found smoking in student housing facilities will face disciplinary action.
- All residents, visitors and guests must immediately leave the facility when a fire alarm is sounded. Tampering with elevators, fire alarms or fire safety equipment is strictly prohibited.
- Student housing facilities and associated property are routinely inspected and meet acceptable health and safety standards in their present condition. Residents are cautioned not to make any modifications, whether structural, electrical or plumbing to facilities, nor to attempt any construction or remodeling, no matter how minor, without advance written approval from the full-time staff member responsible for their living unit.
- When window screens are part of room windows, the windows are operable without removal of any screen. There is no acceptable reason for removal of a window screen except in the case of a building emergency. Each resident of a room in violation of the policy on window screens will be charged when the violation is discovered and documented. Except in the case of a building emergency, there is no acceptable reason for any resident or guest to exit a room through a window.

Violation of or failure to follow policies or regulations

Violation of these policies or regulations by a resident, or failure of a resident to independently manage daily life functions associated with being a student, may result in cancellation of the housing contract, revocation of future guest privileges, and/or other consequence including liability for full contract costs when the contract is cancelled by action of the Office of Residential Life. If a contract is cancelled for violation of a policy or regulation, the student may not reapply for student housing for a period of one calendar year from the end of the contract period in which the cancellation was effective.

Residential Life employees have the responsibility to investigate incidents that might endanger the life or property of residents or UMKC. Contract cancellation and/or disciplinary action by the department may occur if the resident fails to abide by and conform to all applicable rules and regulations of UMKC and/or the Office of Residential Life.

A resident's housing contract may be immediately suspended and the resident required to vacate the premises when circumstances indicate that the resident's continued presence in the living unit may constitute danger or threat of danger to property, the resident or others in the housing system. Housing contracts of residents who are either arrested for alleged criminal acts or against whom criminal charges are pending may be suspended under this policy. The resident will receive written notice from the Office of Residential Life stating the reasons for the interim suspension of the contract and the time and place of a hearing to be held within five class days at which time the student has an opportunity to show why his or her continued presence in the housing unit does not constitute a danger or threat of danger to others, the student or property.

In lieu of an interim suspension, a resident may be re-assigned to another location, be restricted from specified housing areas or units, and/or be restricted in privileges normally allowed to residents of University-owned student housing.

UMKC Residence Hall contact information: Address questions about residence halls, charges and residence hall cancellations to: **UMKC Residential Life Office, Oak Street Hall, room 2004, 5051 Oak St., Kansas City, MO 64112-2499; 816-235-8840.**

The University of Missouri requires all students living in UMKC residence halls to provide a copy of their MMR immunization and their meningococcal immunization records, or complete either the exemption or waiver form to submit to the Residential Life Office.

Do you need assistance with a disability or special need? If so, then you should establish an [accommodation plan](#) with UMKC's Student Disability Services - **UMKC Student Disability Services**, 5110 Oak St, Suite 225, Kansas City, MO 64112 or 816-235-5612.

2020 SUMMER SESSION HOUSING RATES

2020 Summer Session Room Rates are established each January by the University of Missouri System Board of Curators. The most current rates are available at <http://info.umkc.edu/housing/ratescontracts/rates/>

Room charges are billed on a semester basis. The full semester balance is due as stipulated on the billing statement. Any balance of charges not paid by the deadline indicated on the billing statement will be assessed a monthly finance charge as determined by the UMKC Cashier's Office. Students accounts will be subject to a late fee every billing period when payment is not received and processed by the scheduled due date as stipulated on the student billing statement. Payment option and schedule details are available from the Cashier's Office at 816-235-1365 or online at <http://www.umkc.edu/finadmin/cashiers/>.