2015-2016 Eight (8) Month Residence Hall 
Contract Terms and Conditions

There are several room types available in the McNally Smith College of Music Residence Hall. Please select your top two room choices when you apply. Although we cannot guarantee you will get your top choice room, we will assign you to one as close to it as possible. If you require specific accommodations, please contact Residence Life staff at 651-361-3429 or reslife@mcnallysmith.edu.

Room types and eight (8) month contract prices for the 2014-2015 academic year are listed below. All rates are per person, per semester.

**Popular Options**

<table>
<thead>
<tr>
<th>2 Rooms/2 Students</th>
<th>$3,050</th>
</tr>
</thead>
<tbody>
<tr>
<td>2 Rooms/4 Students</td>
<td>$1,950</td>
</tr>
</tbody>
</table>

**Limited Options**

<table>
<thead>
<tr>
<th>1 Room/1 Student (3)</th>
<th>$3,200</th>
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</thead>
<tbody>
<tr>
<td>2 Rooms/3 Students (1)</td>
<td>$2,525</td>
</tr>
<tr>
<td>2 Rooms/2 Bath/4 Students (1)</td>
<td>$2,200</td>
</tr>
</tbody>
</table>

Units on the fourth floor have kitchenettes with microwave, 2-burner cook top, and refrigerator. Fifth and sixth floor units have apartment size 4-burner stoves, oven, and refrigerator. There are no microwaves provided in fifth and sixth floor units. All units have private bathrooms.

For more information about the McNally Smith College of Music Residence Hall, please see the front pages of the Housing Guide in the student portal (https://myportal.mcnallysmith.edu), found under “My Housing”, and “Housing Details.” This publication also contains helpful information about living downtown, such as a map, grocery stores, hospitals, etc.

McNally Smith College of Music does not own any parking. Information on parking contracts available in downtown St. Paul can be found at http://www.smart-trips.org. Once at this site, click on “parking.” Public Transit information is also available by clicking the “transit” button at the same site, or by visiting http://www.metrotransit.org.

**Residence Hall Terms and Conditions**

1. **PARTIES:**
The Contract is made between McNally Smith College of Music’s (MSCM) Residence Life Department and the student, referred to as the Resident, in consideration of the rents, covenants, and considerations which follow, do hereby agree with each other as follows.

2. **ELIGIBILITY:**
   Any person who is an enrolled student at MSCM may enter into this Contract. Resident agrees to vacate the assigned room within 24 hours upon loss of status as an enrolled student during this Contract period. Exceptions to this policy must be approved by the Residence Life Director or his/her designee.

3. **DURATION/PERIOD OF CONTRACT:**
   This Contract is binding for the ENTIRE academic year, or that portion remaining from the time the Contract has been signed, as long as the Resident remains an MSCM student.
   a. Charges under this contract for room and board begin the Saturday prior to the first day of classes and end at the close of the Spring Semester final exam period according to the campus calendar, which can be found in the student portal account at: https://myportal.mcnallysmith.edu.
   b. The College may immediately terminate this Contract, reenter and retake the premises upon Resident’s failure to make payments as required under this Contract or for any other violations of the terms of this Contract or any violation of College or Department rules and regulations.
   c. Continuing enrolled Residents may stay in their assigned room during break periods at no extra charge, although the College is not responsible for loss, theft, or damage.
   d. Resident is required to check out of his/her assigned room by the end of Fall Semester and not returning for Spring Semester, Resident is required to check out of room on or before the beginning of winter break. See MSCM calendar for specific dates.
   e. If Resident is released from this contract at any time during the semester, Resident is assessed a $20/day fee for each day they continue to occupy the space/hold keys for the premises until checkout and agrees to pay all applicable termination fees.

4. **RESIDENT AGREES:**
   a. Resident agrees to pay all specified fees, to observe all rules of McNally Smith College of Music, the Residence Life Department, as defined in the MSCM Student Handbook and the Resident Handbook, and to abide by the terms of this contract.
   b. Resident agrees to be financially responsible for keeping the room, its furnishings, walls, windows and doors free from damage; and for physically maintaining the room and its furnishings in a clean, sanitary condition.
   c. Resident agrees not to modify the room without prior written approval from the Housing Manager or his/her designee.
   d. Resident agrees that when two or more students occupy the same room and individual responsibility for damages to that room/furnishings cannot be determined; the damage charge will be assessed equally among those assigned to the room.
   e. Residents using common areas of a residence hall may be held liable for any damages to that area and its furnishings.
   f. Resident agrees to conduct himself/herself in a manner that allows the quiet enjoyment of the residence hall by other students.

5. **DEPOSIT:**
   a. A deposit of $225 must be submitted along with Residence Hall Application. This deposit is required to be paid before the College will make a room assignment.
   b. This deposit is held for damages and other charges to be charged against Deposit will be returned, less any charges, after resident moves from the property.
   c. The deposit is refundable only under the provisions of Section 10 of this Contract.
   d. This deposit is not covered in advance by financial aid or a payment process or plan. It may not be waived and is refundable only per Section 10 of this Contract. Deposit does not guarantee a specific room assignment.

6. **RATES AND PAYMENTS:**
   a. Payment of room and board must be paid any time prior to the beginning of a semester but it is due on or before the last published fee payment date. You must pay the whole amount for the semester unless a different payment plan is worked out.
between the Resident and the Bursar’s Office. You may be subject to a $100 late charge for any late payment.

b. Housing bill(s) are not mailed. You can view and pay your bill on line in your student portal https://portal.mnscu.edu.

c. Failure to make payments by specified dates cited in this Contract or as indicated in a signed, reasonably deferred payment plan, may result in a hold placed on the registration and official records, and/or eviction from the residence hall(s) within 24 hours of notification, and the Resident’s account turned over to a collection agency per College practice.

d. If in default of payment, Resident is liable for all legal costs and collection fees resulting from the College’s attempts to obtain payment.

e. The rates for 2015-2016 are determined by the Housing Manager, Director of Student Life, and Chief Financial Officer. All rates are subject to change at any time due to decisions made by the Residence Life Department, or the Board of Directors.

7. ROOM ASSIGNMENTS:

a. The College agrees to assign a space in a residence hall and provide contracted meals under the following terms and as described in the MSCM Resident Handbook, which is made a part of this Contract.

b. This Contract, in total or in part, is transferable when subject to

c. Room assignments are determined by priority dates, which is the date we received your completed Residence Hall contract and the full $225 deposit. A parent’s signature is required if the student is under the age of 18.

d. A completed contract and $225 deposit are required before you can be assigned or placed on a waiting list (when space is not immediately available).

e. The College cannot guarantee that your specific room, hall, or roommate request will be honored. The College reserves the right to accommodate for extraordinary requests or for reasons of compatibility.

f. The College reserves the right to change room assignments for health, safety, repair service, consolidation, disciplinary reasons, or incompatibility reasons. The Housing Manager or his/her designee will determine if the Resident, the Resident’s roommate, or both will be moved.

g. It is the policy of the College to assign roommates in a non-discriminatory basis.

h. When a roommate leaves a room, the College may fill that vacancy without consulting the remaining occupant(s). Remaining occupant(s) may not take sole possession of the room.

i. Submission of a Residence Hall Contract does not guarantee an assignment to the hall. You will be notified if there is no space available and asked if you wish to be put on the waiting list.

j. Residents are responsible for roommates. When the number of students left in rooms by themselves, they may be reassigned to rooms with other residents to minimize the number of students left in rooms by themselves.

k. The College reserves the right to cancel the assignment and priority number of any resident whose contract terminates prior to the end of the 8 month academic year (end of spring semester).

8. ROOMMATES

Living with a roommate is part of living on-campus. However, if the Resident would like to change rooms, he/she must talk to the Residence Life Office in order to initiate the room change process. If a Resident resides in a designated multi-person room and his/her roommate moves out, the Resident may be assigned a new roommate at any time. The Residence Life Office will attempt to notify of a new roommate via email as soon as possible, but Residents should always be ready to accept a roommate. Residents are required to welcome new roommates by keeping the room clean and one half of the space and furnishings clear for their use. Creating an unbecoming atmosphere or refusing a roommate could result in the responsibility for a double as a single room rate or contract cancellation.

9. CHANGING ROOMS:

a. If a Resident would like to change rooms, the first step is for the Resident to contact the Residence Life Office to see what (if any) possible spaces exist for them to move to. Residents must get permission from the Residence Life Office before moving to a different room.

b. Residents changing rooms during the contract period from a less expensive to a more expensive room will be required to pay the difference in room rent. If the move is to a less expensive hall, the rent difference will be refunded on a pro-rated basis if paid in full.

10. CONTRACT CANCELLATION:

a. This Contract is binding for the entire academic year or that portion remaining at the time Resident begins occupancy, except as provided in this section and in Section 11.

b. Resident may cancel the Contract only before the first semester of occupancy. A $50 contract cancellation fee will be assessed. Written notice of the cancellation must be provided to the Residence Life Department according to the following schedule:

   i. If first semester of occupancy is Fall Semester, 2015: $175 of the deposit will be refunded if cancellation is postmarked on or before July 1, 2015. If written notice is received/postmarked after July 1, 2015, the entire deposit will be forfeited.

   ii. If first semester of occupancy is Spring Semester, 2016: $175 of the deposit will be refunded if cancellation is postmarked on or before December 1, 2015. If written notice is received/postmarked after December 1, 2016, the entire deposit will be forfeited. No cancellations will be accepted after January 1, 2016.

   iii. All cancellations must be in writing to the Residence Life Department. Notice of cancellation to the admissions, financial aid, bursar’s office, registrar’s office or to other College offices does not constitute notice of cancellation of this Contract to the Residence Life Department.

   iv. A written notice of cancellation is required to end your contractual obligation even if you have been placed on a waiting list and have not yet been given an assigned space prior to the beginning of a semester.

   v. Written requests for Contract cancellations received after the dates cited above will not be granted except as outlined in Section 11 and Resident will be held financially responsible for the entire contract.

11. CONTRACT RELEASE:

a. During the academic year, Residents can request release from the Contract starting on the first day the hall is open each semester. Such requests are subject to the approval of the Residence Life Director or his/her designee. Exceptions are granted only in situations involving extreme or unusual circumstances. Releases will be considered for the following reasons if there is evidence that a change has occurred since the Resident signed the Residence Hall and Dining Contract.

   i. Non-admission, withdrawal/transfer, dismissal or graduation from the College

   ii. Military Commitment

   iii. Medical or personal conditions

   iv. Family status change

   v. Financial Hardship

   vi. Approved academic commitments that are outside the Minneapolis/St. Paul area (e.g. Study Abroad and internship)

   v. Written documentation for all of these releases is required by the Residence Life Department.

   vi. Residents are required to welcome new roommates by keeping the room clean, and one half of the space and furnishings clear for their use. Creating an unbecoming atmosphere or refusing a roommate could result in the responsibility for a double as a single room rate or contract cancellation.

b. This College, in total or in part, is neither transferable nor subject to sublet.

12. CONTRACT TERMINATION

The College can terminate the Contract for disciplinary cause, health or safety reasons or disruption to the residence hall community. The Resident will be responsible for prorated room charges as outlined in Section 11C, see note above. If termination is for disciplinary cause, resident is not eligible for any refund of room charges.

13. FOOD SERVICE:

a. All full and spring residence hall assignments include a meal plan chosen from the options provided each year. If a meal plan is not selected, you will automatically be assigned the essential meal plan, which is Plan C ($600 semester).

b. Food service will be provided every day of the week except during semester and/or other breaks in the College academic calendar.

c. The College reserves the right to adjust meal serving hours and service locations, as well as the time of the first and last meals offered before and after each break.

14. CHECK-IN AND CHECK-OUT:

a. The Resident, upon signing and submitting this Contract or initiating agreement to this contract on the Housing Application, shall be held financially liable for its terms.

b. Residents who check-out of their room and leave the residence hall(s) without an approved cancellation are held to the financial obligations and terms of this Contract.

15. LIABILITY:

The Resident is responsible for his/her conduct and that of any guests/visitors; responsible includes financial liability for damages. Consult the Student Handbook and Resident Handbook for conduct policies and information.

16. YOUR LIABILITY:

The Resident is responsible for his/her conduct and that of any guests/visitors; responsible includes financial liability for damages. Consult the Student Handbook and Resident Handbook for conduct policies and information.

17. COLLEGE LIABILITY:

The College is not responsible for damage or theft of the Resident personal property, including money. Residents are encouraged to carry appropriate personal property insurance.

18. UNAVAILABILITY OF PREMISES:

In the event that any of the premises which are the subject of this Contract, which for the purpose of this provision shall include any and all areas, in and about the residence hall, should be partially or totally lost, destroyed otherwise unavailable because of fires, strikes, disaster or other events so as to render them unfulfilled or unavailable in whole or in part, then the College shall have the right to immediately terminate this Agreement. The College shall not be liable to the Resident for any damage occurring as the result of such termination.

19. LIMITS OF RESERVATION:

A contract for a room in a residence hall does not indicate admission to the College. Conversely, admission to the College does not guarantee a residence hall assignment.

20. COMPLETE AGREEMENT:

This Contract and the Resident Handbook represent the entire Agreement between the parties and no oral promises between the College and Resident are binding therein. In Witness whereof, the parties have caused this Contract to be duly executed intending to be bound thereby.