

# Summer 2017 Residence Hall Information Sheet

There are several room types available in the McNally Smith College of Music Residence Hall. When applying, please select your top two room choices. Although we cannot guarantee you will get your top choice room, we will assign you to a room as close to it as possible. If you require specific accommodations, please contact the Office of Housing & Residence Life at 651-361-3421 or via e-mail at [reslife@mcnallysmith.edu](mailto:reslife@mcnallysmith.edu).

Room types and four (4) month contract prices for Summer 2017 are listed below. All rates are per person, per semester.

### Popular Options

2 Rooms/2 Students	\$3,150 per person, per semester
2 Rooms/4 Students	\$2,010 per person, per semester

### Limited Options

1 Room/1 Student (2 in entire building)	\$3,300 per person, per semester
2 Rooms/3 Students (2 in entire building)	\$2,600 per person, per semester

Units on the fourth floor have kitchenettes with a microwave, 2-burner cooktop, and refrigerator. Fifth and sixth floor units have apartment size 4-burner stoves, oven, and refrigerator. 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 Brochure 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.stpaulparking.com>. 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>.



## Summer Residence Hall Room and Board Contract Terms and Conditions 2017

This contract is contingent upon the applicant's academic admission to McNally Smith College of Music and maintenance of enrolled status with a minimum of six semester hours during the summer and/or fall semester. Hereafter, you, the applicant and future student, will be referred to as the "Resident," and the Office of Housing and Residence Life as "College." The contract is made between McNally Smith College of Music's (MSCM) Office of Housing & Residence Life and the Resident in consideration of the rents, covenants, and considerations that follow. The Resident's submission of their housing application indicates agreement to abide by all the rules and regulation herein.

### 1. TERM OF CONTRACT:

- a. This Contract is binding for the entire summer semester or that portion remaining at the time Resident begins occupancy, except as provided in this section and in Section 21. Once the Resident begins occupancy, the Resident will reside within the Residence Hall for summer semester, except as provided in this section and in Section 21.
- b. Submission of a Residence Hall Contract does not guarantee an assignment to the hall. Potential Residents will be notified if there is no immediate space available and can be put on the waiting list, if desired.
- c. A parent's or legal guardian's signature is required on the contract of the potential Resident is under the age of 18.

### 2. HOUSING DEPOSIT:

- a. A housing deposit of \$225 must be submitted along with Residence Hall Application, the deposit is not covered in advance by financial aid or a payment plan or process. This deposit is required to be paid before the College will make a room assignment or placed on a waiting list (when space is not immediately available). A deposit does not guarantee a specific room type.
- b. The deposit is refundable only under the provisions of Section 20 of this Contract. 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.

### 3. RATES AND PAYMENTS:

- a. Charges under this contract for room and board begin on the designated move-in date for each semester and end the Saturday after final exams for each semester according to the campus calendar, which can be found in the student portal account at: <https://myportal.mcnallysmith.edu>.
- b. Payment of room and board may be paid at any time prior to the beginning of a semester, but it is due on or before the last published fee payment date. Resident must pay the whole amount due for the semester unless a different payment plan is worked out between the Resident and the Bursar's Office. Resident may be subject to a \$100 late charge for any late payment. Resident enrollment can be terminated if charges over \$1000 are unpaid.
- c. Housing bill(s) are not mailed. Resident can view and pay their bill online within Resident's student portal <https://myportal.mcnallysmith.edu>.
- d. Failure to make payments by specified dates cited by Bursar's Office or as stipulated in a signed, formal deferred payment plan, may result in a hold placed on the registration and official records, and/or eviction from the residence hall(s) within 48 hours of notification, and the Resident's account turned over to a collection agency per College practice.
- e. If in default of payment, Resident is liable for all legal costs and collection fees resulting from the College's attempts to obtain payment.
- f. The rates for Summer 2017 are determined by the Residence Hall Coordinators, Senior Director of Student Affairs, and Chief Financial Officer. All rates are subject to change at any time due to decisions made by the Office of Housing & Residence Life or the Board of Directors; however, if rates must be increased during a contract period, Residents will have the option to be released of their contract with no penalties except if improper check-out occurs.
- g. The room rates for the Summer 2017 are as follows based on room type:
  - i. 1 Room/1 Resident (1x1) at \$3300 per person, per semester
  - ii. 2 Rooms/2 Residents (2x2) at \$3,150 per person, per semester
  - iii. 2 Rooms/3 Residents (2x3) at \$2,600 per person, per semester
  - iv. 2 Rooms/4 Residents (2x4) at \$2,010 per person, per semester

### 4. DINING SERVICE:

- a. Meal plans are not required during the summer semester; however, they are still available for residents. These meal plans are chosen at the time of applicant but Residents can request a different meal plan level in between semesters from the chosen options through the Office of Housing & Residence Life or the Bursar's Office. During the semester, the Resident may increase the amount of money on their meal card at any time through the Bursar's Office. Decreases are not allowed.

- b. The meal plan options for the summer semester are as follows:
  - i. Plan A - \$1000 per resident, per semester
  - ii. Plan B - \$800 per resident, per semester
  - iii. Plan C - \$600 per resident, per semester
  - iv. Plan D - \$200 per resident, per semester
  - v. Plan E – No Meal Plan
- c. Food service will be provided every day of the week except during semester and/or other breaks in the College calendar or hours designated by the Director of Dining Services.
- d. 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.
- e. No credit or refund is given for a remaining balance at the end of the semester contract.
- f. Meal contracts are non-transferable.

**5. SPACE CONFIRMATION:**

- a. Assignment of the space by the College constitutes final acceptance of the terms and conditions of the contract. This includes acceptance of the obligation by the student to abide by and support the rules and regulations set forth by the College. The College reserves the right to terminate any contract if the Resident is in violation of these rules or regulations. Students who have their contract terminated by the College will be subject to the same fees as outlined in Section 20.

**6. 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. The College cannot guarantee that potential Resident's specific room, hall, and/or roommate requests can be honored. The College's inability to accommodate specific or extraordinary requests does not cancel this Contract.
- c. When a roommate leaves a room, the College may fill that vacancy without consulting the remaining occupant(s) at any point and time. Remaining occupant(s) may not take sole possession of the room or be subject to double occupancy fees.
- d. The College reserves the right to cancel the assignment and priority number of any applicant who has an outstanding College Accounts Receivable balance.
- e. The College reserves the right to reassign individuals to different rooms at any time in the event such reassignment is deemed necessary of the College. This also includes students assigned into temporary assignment.

**7. ROOMMATES:**

- a. Living with a roommate or roommates is part of living on-campus. However, if Resident would like to change rooms, Resident must talk to the Office of Housing & Residence Life in order to initiate the room change process. If a Resident resides in a designated multi-person room and their roommate or roommates moves out, the Resident may be assigned a new roommate at any time. The Office of Housing & Residence Life will attempt to notify Resident of a new roommate via email, as soon as possible, but Resident 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 unwelcoming atmosphere or refusing a roommate could result in addition fees or contract termination.

**8. REASSIGNMENT OF SPACE:**

- a. The premises are to be used solely for residential purposes of those assigned by the College. The Resident may not assign or sublet the whole or any part of the premises or contract, and may not allow anyone to reside within the building more than three days and two nights in any given week.

**9. CHANGING ROOMS:**

- a. If a Resident would like to change rooms, the first step is for the Resident to contact the Office of Housing & Residence Life to see what (if any) possible spaces exist for them to move to. Residents must get written permission from the Office of Housing & Residence Life 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 room, the rent difference will be refunded on a prorated basis if paid in full.
- c. All approved room changes are to be completed within 48 hours of the check-in date.

**10. LOSS AND DAMAGE:**

- a. The College accepts no responsibility for loss to the Resident due to earthquakes, fire, theft, water damage, and similar acts of God, or for loss of monies, valuables and other personal property of the Resident due to the Resident's negligence.
- b. 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 unfit 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. Residents are urged to carry appropriate personal property or renter's insurance.

**11. ALTERATIONS:**

- a. The Resident must secure the written permission of the College before altering any portion of the room or College-owned equipment or furnishings. Furniture or appliances may not be moved from one room to another or removed from the assigned unit without written permission from the College.

**12. RESIDENT DAMAGES:**

- a. Each Resident is personally responsible and liable for his or her prorated share of the College's cost for replacement or repair incurred as a result of any loss or damage to the structure in which they are housed, and all damages (reasonable wear and tear as determined by the College excepted) or losses of any University property furnished under this contract. Damages in community areas or within the Lowry Building could result in an equal assessment of damage charges to members within that living community or appropriate members deemed by the College.

**13. DAMAGE OR LOSS FINES AND CLEANING CHARGES:**

- a. Residents must keep their assigned room clean and advise College staff of any necessary repairs. Following is a partial list of items for which the cost to clean, repair damages, and/or replace losses will be charged to the Resident's account.

- b. A listing of possible charges to the Resident's account is as follows:

i. Carpet Damage	Cost to repair
ii. Failure to leave room adequately clean	\$35 or cleaning cost, whichever is greater
iii. Failure to clean refrigerator	\$35
iv. Damage to building, room or contents	Cost to repair
v. Damage to mailbox	Cost to repair
vi. Damage to walls	Cost to repair
vii. Damage to exit signs	\$100 or repair costs, whichever is greater
viii. Fire Protection Equipment (all violations)	
1. Misuse of fire extinguishers	\$500
ix. Tampering with fire alarm, fire detection evacuation system, smoke detectors, sprinklers	\$500 or repair costs, whichever is greater Disciplinary Referral and/or prosecution
x. Furniture	
1. Loss of furniture or equipment	Current replacement value
2. Moving furniture without authorization	\$50 per item or costs, whichever is greater
3. Damage to furniture	\$50 per item or costs, whichever is greater
xi. Improper checkout	\$35
xii. Replacement of lost keys	
1. Room	\$25
2. Building Fob	\$25
3. Floor	\$25
4. Mail Key	\$25
xiii. Replacement of bent or broken keys	\$10
1. Key must be returned to the Office of Housing & Residence Life	
xiv. Laundry facility use by non-resident	\$25
xv. Smoking in rooms	\$50
xvi. Windows: Throwing objects from residence hall windows or roof, removal of screens	\$50
xvii. Pets in College Housing*	Fine up to \$500

\*If there has been a pet in the room, your contract is subject to termination. (Pets are strictly forbidden in the Residence Hall)

**14. ACCOMMODATIONS DURING BREAK PERIODS:**

- a. Continuing enrolled Residents may stay in their assigned room during mid-semester break periods at no extra charge. However, during semester to semester breaks (Summer to Fall), students will be charge \$30 per day they are occupying their room. Failure to follow housing procedures during break periods may result in additional charges added to the student's account.
- b. If Resident is a continuing enrolled student, Resident may leave personal belongings in their assigned room during mid-

semester break periods and during winter break at no charge, although the College is not responsible for loss, theft, or damage.

- c. If Resident elects to remain in the residence hall during any of the break periods, all policies and regulations as outlined in this Residence Hall Contract, the Student Handbook and the Resident Handbook will apply, and Resident will be held responsible for adhering to all such policies and regulations.

**15. YOUR LIABILITY:**

- a. The Resident is responsible for their conduct and that of any guests/visitors; responsibility includes financial liability for damages. Note that fines may be assessed in certain conduct situations, consult the Student Handbook and Resident Handbook for conduct policies and information.

**16. COLLEGE ENTRY:**

- a. The College or its designees reserves the right to enter the premises for repair, preservation of health, safety, quietude, placement and/or recovery of College-owned property, or when staff has reason to believe a violation of federal/state/local laws or conduct is being committed.

**17. PETS:**

- a. The Resident is not permitted to have fish, cats, dogs, or any other animals in the residence hall. Violation of this policy will result in fees and/or disciplinary action.

**18. FIREARMS POLICY:**

- a. No personal shall have in their possession any gun, pistol, firearm, explosive, dangerous chemical or other dangerous weapon or instrument (including paint guns) on College-owned or leased property. Violators of this policy shall be subject to appropriate disciplinary or legal action including possible termination of the violator's housing contract.

**19. SERVICES PROVIDED:**

- a. The College shall furnish heat, electricity and Internet to the space to which the Resident is assigned, plus water, sewage and garbage. The College will provide basic cable in the common area lounge, and Residents may choose to purchase this service in their rooms for \$150 per room, per semester through written request to the College.
- b. The College shall have the right to temporarily interrupt such utilities or services where necessary because of accident, emergency, repairs, alterations, or improvements which, in judgment of the College or Lowry Building maintenance staff, are deemed necessary or desirable. No reduction or waiver of rent or other compensation may be claimed by the Resident, nor shall this contract or any obligations of the Resident be affected or reduced by such interruption.

**20. CONTRACT CANCELLATION:**

- a. The Housing Contract is binding for the entire summer semester in which you've been placed into a room within the residence hall.
- b. If a student moves in after the first two weeks that the given semester has already begun, the semester fee will be prorated based on the number of days the student will reside in the hall. This must be done through the Residence Hall Coordinators.
- c. 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 Office of Housing & Residence Life according to the following schedule:
  - i. Summer Semester occupancy 2017: \$225 of the deposit will be refunded if cancellation is postmarked on or before May 1, 2017. If written notice is received/postmarked after July 1, 2017, \$175 of the deposit will be refunded. No refunds will be processed after May 5, 2017.
  - ii. If a prospective resident is not admitted to McNally Smith College of Music, no Housing cancellation fees will be assessed.
- d. All cancellations must be submitted in writing to the Office of Housing & Residence Life. 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 Office of Housing & Residence Life. A written notice of cancellation is required to end the Resident's contractual obligation even if Resident has been placed on a waiting list and has not yet been given an assigned space prior to the beginning of a semester.
- e. Written requests for Contract cancellations received after the dates cited above will not be granted except as outlined in Section 20 and Resident will be held financially responsible for the entire contract.

**21. CONTRACT RELEASE:**

- a. During the summer semester, Residents can request release from the Contract at any point during their contract duration. Such releases are subject to the approval by the Residence Hall Coordinators or their designee. Release exceptions may be granted by the Residence Hall Coordinators or their designee 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 applied for the Residence Hall and Dining Contract:

- i. Non-admission, withdrawal/transfer, dismissal or graduation from the College
    1. The Office of the Registrar will send a notification to Housing
  - ii. Military Commitment
  - iii. Medical Accommodation
  - iv. Family status change
  - v. Financial Hardship
    1. It would create a financial hardship for the Resident to stay in the contract
  - vi. Approved academic commitments that are outside the Minneapolis/St. Paul area (e.g. Study Abroad and internship)
- b. Written documentation for all of these releases is required by the Residence Hall Coordinators or their designee.
- c. Release for the above reasons will include the following costs:
- i. A proportional occupancy charge for the period of time that a room was assigned and available to resident. Except after the 5<sup>th</sup> week of classes, at that point there will be no housing refund.
  - ii. A charge for food service assigned and available to Resident
  - iii. A \$50 administrative charge
  - iv. Contract release after the cancellation deadline, and before the first day of room occupancy will be subject to the forfeiture of the \$225 housing deposit.
  - v. In the case of a mid-semester contract release, damage/cleaning charges will be preliminarily deducted from the \$225 housing deposit. Outstanding charges over the deposit amount will be charged to the student's account.
  - vi. A refund of the housing deposit can only be approved by the Residence Hall Coordinator.
- d. Resident is released from their contract or if resident's student status makes them ineligible to continue the contract after they have moved in, the Resident must vacate the property within 48 hours while following the check-out policy. In the event that the Resident does not abide by the proper check-out policy within the designated period of time, the Resident will be assessed a prorated rate per day, that is dependent on the room type, continued occupancy charge for each day they have belongings in the space and/or possess residence hall keys assigned to them. This fee will continue to accrue each day for 30 days or a maximum amount of \$900.00.
- e. If Resident is reinstated or re-enrolled after release for non-admission, withdrawal, or dismissal during the term of this Contract, Resident agrees to fulfill the balance of the Contract.
- f. Students who remain enrolled in the College, but move out of college housing before completion of the Summer 2017, without prior written permission from the Residence Hall Coordinator or their designee, will be violating the terms of this contract and will be charged room and board for the entire term of the contract.

## **22. CONTRACT TERMINATION:**

- a. 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 21Ci, see note above. If termination is for disciplinary cause, resident is not eligible for any refund of room charges and the charges outlined in Section 21D will be applied.
- b. The College may immediately terminate this Contract, re-enter 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. If the resident is evicted through the conduct process, they will be charged a \$200 lease termination fee. This fee cannot be waived.

## **23. 14. CHECK-IN PROTOCOL:**

- a. Resident agrees to occupy their room no later than the first day of classes for each semester of this Contract unless prior written notification has been received by the Office of Housing & Residence Life. The registration status of Resident failing to claim their assigned room by the third day of classes will be checked.
- b. Resident who are not registered for summer and/or fall semester classes will lose the assigned space and forfeit the deposit. Resident who is enrolled for classes will be financially obligated for the full term of this Contract.
- c. The Resident is responsible for notifying the Office of Housing & Residence Life of any damage to the space not listed on the Room Inventory within 3 days of the Resident's move-in date. At check-out, any damages that are located in the Resident's assigned room and not noted on the condition in portion of their room inventory form, will be billed to the resident. Resident will also be billed for any necessary cleaning.
- d. Resident must adhere to appointments, dates, times, and all other Office of Housing & Residence Life direction during check-in. Failure to follow these instructions will result in a fine up to \$35.

**24. CHECKOUT PROTOCOL:**

- a. Residents can check-out at any point and time they are living in the residence hall, however, residents who check-out of their room and leave the residence hall without an approved cancellation or in the last two weeks of the contract dates are held to the financial obligations and terms of this contract.
- b. The Resident must vacate the Resident room within 24 hours after Contract termination, loss of student status, the Resident final exam, or by the established hall closing time for each semester, whichever comes first. At the end of Spring Semester, unless the Resident is part of Commencement or moving to campus summer housing, the Resident must vacate the room/hall by 6:00PM the day after the last day of finals. Failure to do so may result in additional charges including but not limited to the \$35 improper checkout charge. Any exceptions must be requested in writing to the Residence Hall Coordinators or their designee.
- c. The Resident is responsible for completing required check out procedures. The Resident is considered to be occupying the premises for as long as the Resident retains keys, or the Resident's possessions remain in the room.
- d. Resident must adhere to appointments, dates, times, and all other Office of Housing & Residence Life direction during checkout. Failure to follow these instructions will result in a fine up to \$35.

**25. APPEALS:**

- a. Residents may appeal all damage charges and late fees if they do so within 30 working days of the billing for these charges and fees. To appeal, simply state your reason for appeal, in writing and deliver it to the Office of Housing & Residence Life, located on the 4th Floor of the Residence Hall in Suite 410 or mail to: McNally Smith College of Music, ATTN: Housing & Residence Life, 19 Exchange Street East, Saint Paul, MN 55101.
- b. Residents may appeal the decisions to the Senior Director of Student Affairs or designee if they do so within 10 business days of notification. To appeal, address written objection to: Senior Director of Student Affairs or designee, 19 Exchange Street East, Saint Paul, MN 55101.

**26. PARTIAL INVALIDITY:**

- a. Any provision of this contract which shall prove to be invalid, void, or illegal shall in no way affect, impair or invalidate any other provision hereof and such other provisions shall remain in full force and effect.

**27. COMPLETE AGREEMENT:**

- a. 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.