

# 2020 Late Stay Contract

## DEPARTMENT OF RESIDENTIAL LIFE, MINNESOTA STATE UNIVERSITY, MANKATO

**Notice: Read all provisions of this Contract before signing. You are legally bound by these Contract terms. Any exceptions to provisions contained therein must be approved by the Department of Residential Life. All notices required under this Contract shall be sent to: Director of Residential Life; 111 Carkoski Commons, Mankato, MN 56001. You may also email it to [reslife@mnsu.edu](mailto:reslife@mnsu.edu).**

### 1) Parties:

- a) This Contract is made by and between Minnesota State University, Mankato's Department of Residential Life and the student, referred to as Resident, signing the Contract. Minnesota State University, Mankato and Resident, in consideration of the rents, covenants, and considerations which follow, do hereby agree with each other as follows:

### 2) Eligibility:

- a) Any person who is an enrolled student at Minnesota State Mankato, or was enrolled during the spring 2020 semester, may enter into this Contract.
- b) No person shall be discriminated against in access to the Residential Life program and services with regard to race, sex, color, creed, religion, age, national origin, disability, status with regard to public assistance, sexual orientation, gender identity, or gender expression.

### 3) Duration:

- a) This Contract is binding until cancelled by Resident, or until August 19, 2020, whichever date comes first.
- b) The Contract dates are billed at a weekly rate (Saturday through Friday).
- c) The University may terminate an existing housing contract if it determines an individual's conduct and/or criminal convictions indicates an actual or perceived threat to the University community, including students, faculty, staff, and guests.
- d) Disruptive behavior, including possession or use of drugs or alcohol, smoking/vaping, tampering with fire safety equipment, violations of the guest policy, etc. may result in Resident's removal from the residence communities.

### 4) Premises and Services:

- a) The University agrees to assign housing in one of the residence communities under the terms stated in this Contract.

### 5) Resident Agrees:

- a) Resident agrees to make payment of all fees specified by the Minnesota State Board of Trustees, to observe all rules and regulations of Minnesota State Mankato and the Department of Residential Life as listed in the Residential Life Student Guide, and to abide by the terms of the Contract.
- b) Resident agrees to conduct himself/herself in a manner that allows the quiet enjoyment of the residence communities by other residents.

### 6) Rates and Payments:

- a) Payments are due when invoiced or, if necessary, payment in installments can be arranged with Student Financial Services. Account information is available online. Bills will not be mailed.
- b) Failure of Resident to satisfy the financial obligations stipulated under this Contract will result in a hold on registration and official records and/or eviction from the residence communities.
- c) If in default of payment, Resident is liable for all legal costs and collection fees which accrue in obtaining payment.
- d) All rates are subject to change at any time due to decisions made by the Department of Residential Life, the Minnesota State Board of Trustees or the State Legislature.

### 7) Room Assignment:

- a) The University will not discriminate in room assignment on the basis of race, color, creed, national origin, disability or status with regard to public assistance.
- b) The University reserves the right to change room assignments for reasons of health, safety, or repair services; for disciplinary reasons caused by the Resident; or for unresolvable incompatibility of roommates.
- c) Room assignments will be made according to Departmental procedures and, when possible, in accordance with preferences that the student requests. No specific assignment based on a Resident's request is guaranteed. Failure of the University to honor preferences will not void this Contract.

### 8) Contract Cancellation:

- a) This Contract is in effect as indicated in Section 3 of this Contract except under stipulations contained in this section.
- b) A Contract may be cancelled without financial obligation if the Resident provides written notice of cancellation prior to the next week's billing cycle.
- c) The University can terminate this Contract and re-enter the premises for failure to comply with any portion of this agreement or for a violation of State and Federal laws. Appropriate notice and appeal are provided to the Resident in such cases. Information about appeal procedures is available from the Director of Residential Life.
- d) No refunds will be given for cancellations received after the first day of occupancy.

### 9) Contract Release:

- a) Resident can request release from the Contract during occupancy, beginning the first day of occupancy.
- b) If the Resident is reinstated or re-enrolled after release for non-admissions, withdrawal or dismissal during the term of this Contract, the Resident agrees to fulfill the balance of the Contract.

### 10) Contract Assignment:

- a) Resident cannot transfer this Contract. Neither may Resident sublet any part of the rental premises.
- b) Contracts are not transferable from one term to another.
- c) Resident may occupy only the bedroom to which Resident has been assigned.

### 11) Check-in and Check-out:

- a) The Resident agrees to occupy the room no later than the first day of the Contract term unless prior notification has been received by the Department of Residential Life.
- b) Resident will, upon occupying a room, complete and sign a room condition report, which will be a record of the room condition. Any damages identified at the time of check-out which were not contained on the initial room condition report shall be attributed to the Resident. The Resident is financially responsible for any such damages.
- c) Residents must vacate their rooms at the end of the Contract term.
- d) Failure to follow these procedures will result in the assessment of a \$50 charge in addition to any other damage charges.

### 12) Right of Entry:

- a) The University, its officers, employees and agents shall have the right to enter upon said premises at reasonable times for the purpose of routine inspection and repair, preservation of health, safety and quietude, and when there are reasonable grounds to suspect that laws or University policies are being violated by Resident.

### 13) University Non-Liability:

- a) The University is not responsible for damage or theft of Resident's personal property, including money. Residents are encouraged to carry appropriate personal property insurance.

### 14) Unavailability of Premises:

- a) 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 community, should be partially or totally lost, destroyed or otherwise unavailable because of fires, strikes, acts of God, or other events so as to render them unfit or unavailable in whole or in part for the purposes of the Resident, then either the University or the Resident shall have the right to immediately terminate this agreement. The University shall not be liable to the Resident for any damage occurring as the result of such termination.

**15) Limits of Reservation:**

- a) A Contract for a room in a residence community does not indicate admission to the University. Conversely, admission to the University does not guarantee a Housing Contract.

**16) Complete Agreement:**

- a) This Contract and the *Residential Life Student Guide* represent the entire agreement between the parties and no oral promises between the University and Resident are binding therein. In Witness whereof, the parties have caused this Contract to be duly executed intending to be bound thereby.

**I certify that I have read the terms and conditions of the 2020  
Late Stay Contract and agree to the conditions stated therein.**

Name of Student (Please Print) \_\_\_\_\_  
Last First MI

Student's Star ID/Tech ID \_\_\_\_\_

Date \_\_\_\_\_

Signature of Student \_\_\_\_\_

Parent's Signature (if student is under 18) \_\_\_\_\_

**A copy of your signed Contract is available upon request.**

**STAFF USE ONLY** .....

Contract Begin Date/Time \_\_\_\_\_ Contract End Date/Time \_\_\_\_\_

Authorized University Official \_\_\_\_\_

Date \_\_\_\_\_

A member of the Minnesota State System. Minnesota State Mankato is an Affirmative Action/Equal Opportunity University.  
This document is available in alternative format to individuals with disabilities by calling the Department of Residential Life at 507-389-1011 (V) 800-627-3529 or 711 (MRS/TTY).

