

## Terms and Conditions

### I. Eligibility:

To be eligible for residence in on-campus housing, individuals must be admitted to and enrolled at the University of Montana (“UM”) and be actively pursuing a degree, part of a University-affiliated program, or be admitted to and enrolled at the Missoula College. The Resident shall be deemed in breach of this Contract if the Resident is no longer registered for classes at UM or at Missoula College. The Montana University System Board of Regents has a [Live-On Requirement](#) for all new freshmen. Individuals who are legally required to register as a violent or sex offender must notify UM Housing of their status, and these individuals may not be eligible to live in UM Housing facilities.

### II. Term:

The Term of this Contract is for the 2020-2021 Academic Year, defined as beginning at 9:00 AM on August 24, 2020, or upon Occupancy, whichever occurs first, through 12:00 PM (Noon) on May 8, 2021. Residents may terminate the Contract prior to the end of the Term only upon the approval of the Director of UM Housing (See Section V below).

### III. Assignment of Space:

- a. This Contract is for an assigned space in a residence hall and not for a specific room or bed, unless assigned to a pod in Miller Hall or a suite in Pantzer Hall. For those assigned to double or triple rooms in a residence hall, the first Resident in the room selects which bed they would like. If a bed height change has been requested, an invoice will be placed on the bed indicating which Resident has been assigned to the specific bed.
- b. UM Housing accommodates Resident housing preferences when possible, but does not guarantee assignments based on preferences.
- c. The Resident is required to pay the published or officially announced rate for the single, double, double as a single, triple, pod, or suite space that is assigned. Specific rate information is available on our [Rates](#) page.
- d. UM Housing reserves the right to reassign Residents to another room or residence, or change the occupancy configuration of a room, at any time during the Term of this Contract. Examples of circumstances requiring reassignments include, but are not limited to: consolidating space, conserving energy, protecting the welfare of Residents, reassignment based on a conduct code violation, closing part or all of a residence hall, utilizing an ADA designated space for an ADA room accommodation, or for other maintenance, economic, or safety reasons.
- e. Failure to receive an assignment by email does not cancel the Contract. Assignment to a residence hall is contingent upon the University’s final acceptance of the Resident’s admission as a student and on the availability of space.
- f. Assignments may be based on previous behavior or conduct issues.
- g. Acceptance of this Contract by UM Housing does not confirm admission to the University of Montana or Missoula College.
- h. UM Housing reserves the right to refuse any application to the University of Montana residence halls.

### IV. Occupancy:

Occupancy means that the Resident has received an access card for a specified room and the Resident may then occupy the designated space for the Term of the Contract. Occupancy begins upon issuance of an access card to the Resident and ends 24 hours after the Resident completes finals, or at Noon the day after the last day of the Term, whichever is earlier. Written authorization from an authorized UM Housing staff member is required for any other occupancy arrangement. Occupancy status does not require the

actual physical presence of the Resident or Resident's belongings. Residents will be assessed charges for the entire Term of this Contract.

**V. Cancellation of Contract by Resident: All contract cancellations must be submitted via the online cancellation form in order to be effective.**

- a. The application is accompanied by \$225.00. The \$25.00 is a non-refundable processing fee and the \$200.00 is considered a prepayment for housing charges. If a room reservation is canceled for Fall 2020 Semester, the following refund policy applies:

Fall 2020 Cancel by Date	Refund Amount
Before 5:00 PM on May 1, 2020	\$200.00
Between 5:00 PM on May 1, 2020 – 5:00 PM on July 1, 2020	\$100.00
After 5:00 PM on July 1, 2020	No Refund

If a room reservation is canceled for Spring 2021 Semester, the following refund policy applies:

Spring 2021 Cancel by Date	Refund Amount
Before 5:00 PM on January 2, 2021	\$200.00
After 5:00 PM on January 2, 2021	No Refund

- b. Residents wishing to cancel their Contract prior to the Occupancy of the Contract Term are required to use the online Cancellation Request, which is available in the Resident's [myHousingPortal](#), to submit a cancellation request.
- c. Contract Cancellation Requests during Occupancy of the Contract are extraordinary, are not automatic, and may be granted, with appropriate supporting documentation, only under one of the following circumstances:
- i. If, after signing the Contract, the Resident suffers significant and unforeseeable financial hardships outside the Resident's reasonable control (the cost of room and board does not itself present an unforeseeable hardship, nor does living off campus for less money).
  - ii. The Resident has an unforeseen medical issue that requires the Resident to live off campus, as specifically documented by a licensed healthcare provider, and determined to be a reasonable accommodation by Disability Services for Students.
  - iii. The Resident was assigned to interim housing and has found another living arrangement.
  - iv. The Resident has been accepted to live in a University-approved fraternity or sorority.
  - v. The Resident decides to move in with a family member that lives within 30 miles of Missoula.
- d. If the cancellation request is approved, the Resident will be assessed a \$200.00 Cancellation Fee plus the daily prorated amount for each day until the official checkout is completed. Since it is impractical and extremely difficult to ascertain the amount of actual damages, the Cancellation Fee represents a reasonable endeavor by the University to estimate fair average compensation for its harm from Resident cancellations. The Resident understands and agrees to this Cancellation Fee.
- e. After submitting the appropriate documentation, the Director of UM Housing will determine if a release from the Contract will be granted. If denied, the Resident may appeal, in writing, the decision to the

Housing Appeals Committee within 30 days of the original decision. The Housing Appeals Committee decision is final.

- f. If a Resident is not properly released, no refund for the semester housing charges is allowed.
- g. Contract Termination (by UM Housing):
  - i. UM Housing reserves the right to terminate this Contract for any of the following reasons:
    1. The Resident has not taken Occupancy of the assigned space by Noon on the first day of classes, unless the UM Housing Office has received written notification prior to the start of the Term from the student that he or she will be arriving late. Reassignment of late-arriving students (who do not provide written notice) will be made upon their arrival at the University, as space is available.
    2. The Resident does not meet Eligibility requirements. Residents may petition to stay in the halls by writing to the Director of UM Housing.
    3. The Resident commits serious or repeated student conduct violations or if the Resident poses a direct threat to him/herself, other Residents or guests, or to the residence halls. In this circumstance, a Resident may be asked to vacate the premises immediately pending a hearing.
    4. The Resident is suspended or expelled from the University for disciplinary reasons.
    5. The Resident owes in excess of \$1,000.00 to the University prior to fee assessment at the start of any term within the same academic year.
    6. The Resident does not pay/finalize their tuition bill by the dates outlined each semester by the Associate Director of Business Operations.
    7. The Resident is in breach of the terms and conditions of this Contract.
- h. When a Contract is terminated by UM Housing, the Resident may be charged the Cancellation Fee as described in Section V (d) above from the time of Contract termination, unless the Resident successfully petitions for Contract cancellation as described in Section V (c) in which case the Resident may be released from the Contract without incurring a Cancellation Fee.

## **VI. University Housing and Dining Services Charges and Payments:**

- a. All rates are subject to Montana University System approval. The Montana University System reserves the right to change residence hall room rates and Meal Plan Rates during the Contract Term. Housing Rates may be found on the UM Housing [Rates](#) page and Meal Plan Rates may be found on the Campus Dining [Meal Plan](#) page.
- b. Rates are based upon a combination of housing type and room type and meal plan options. The Resident agrees to pay the University of Montana for housing charges and meal plan charges indicated for the Contract Term, including reasonable costs of collecting a delinquent account, and pay interest charges to any University account after the published due dates, at the rates determined by Business Services.
- c. Residents arriving prior to the official move-in day, August 24, 2020, are required to get written approval from UM Housing to arrive early. Early arrivals are not encouraged and will be reviewed on a case-by-case basis. Residents approved to arrive early will be assessed an additional nightly charge of \$100 per night pending space availability prior to the official move-in day.
- d. Residents remaining after the Contract Term will be assessed an additional daily charge pending space availability and written approval by UM Housing.
- e. Housing and Meal Plan Rates will not be prorated after the deadline each semester. See [Important Dates](#) for the prorated credit deadline.
- f. Charges for each Contract Term are billed at the beginning of the Term on a Resident's Student Account. Contact the Student Accounts Department at (406) 243-2223 for more information.

- g. Charges for damages, improper checkouts, and contractual noncompliance will be assessed as detailed on the [Common Residence Hall Charges](#). Since it is impractical and extremely difficult to ascertain the amount of actual damages, this schedule represents a reasonable endeavor by the University to estimate fair average compensation for any loss that may be sustained. The Resident understands and agrees to this charge schedule.

## **VII. Dispute of Charges and Cancellation Fees:**

If the Resident disagrees with a housing charge or Cancellation Fee that has been assessed to the Resident's Student Account pursuant to this Contract, the Resident may submit an [Appeal Petition Form](#) to the Associate Director of Business Operations.

- a. Appeals can only be made after a charge has been assessed to the Resident's Student Account and must be submitted within 30 days of the date of the invoice for the charges.
- b. If the Resident disagrees with the decision of the Associate Director of Business Operations, the Resident may request in writing a review by the Housing Charges Appeal Committee. The decision of the Housing Charges Appeal Committee is final.

## **VIII. Vacation Breaks:**

- a. Break Periods are defined as Thanksgiving Break, beginning at 5:00 PM on November 25, 2020, through 9:00 AM on November 30, 2020, and Spring Break, beginning at 5:00 PM on March 12, 2021, through 9:00 AM on March 22, 2021.
- b. All residence halls will be open during Thanksgiving and Spring Break Periods at no additional charge.
- c. All Residents' belongings may be left in the Residents' rooms during Break Periods, as long as the Resident's Contract has not been terminated.
- d. Winter Break housing is not covered under this Contract and separate payment and reservation arrangements are required. Winter Break is defined as 12:01 PM on December 19, 2020, through 9:00 AM on January 6, 2021.

## **IX. Room Changes:**

Room changes are permitted only with written permission by the Area Coordinator, Assistant Director, or with the approval of the UM Housing Room Assignments Coordinator.

- a. Room changes are free for the first room change and \$50.00 for each additional room change thereafter per academic year. This includes both room changes from the Summer waitlist and the semester waitlists.
- b. Residents with approved room changes must vacate the old room and move into the new room within 72 hours of receiving the access card to the new room, or they may be charged for an improper checkout, to change the lock for the room, and an increased rate for the room to cover liquidated damages.
- c. Residents holding two spaces (occupying the old room while not completing the move to the new room) past 72 hours may be subject to the charges associated for both spaces.
- d. Unauthorized room changes will result in an improper checkout fee, and Residents may be required to move back to the original assignments. Residents who make unauthorized room changes will also be charged the room rate for both rooms until either the room change has been approved and the Resident has completed vacating the originally assigned room, or the Resident has moved back to the originally assigned room.
- e. UM Housing reserves the right to restrict room changes at any time.

## **X. Room Vacancies:**

If a vacancy occurs in a double or triple, the remaining Resident(s) must keep the room ready for another Resident to move into the room at any time. If a vacancy occurs in a location with a shared common space such as a pod or suite, the common space must be clean and in a state where any new Resident would

be comfortable using the shared space. Definition of a “ready” room can be found on the [UM Housing website](#).

- a. If a space is available in a room, UM Housing may assign a roommate at any time without prior notification to the remaining Resident(s). UM Housing staff will make an effort to contact Residents in advance that they are receiving a roommate.
- b. The room must have half of all the furnishings and space available for a new Resident to move in at any time. In suites or pods, all common room furniture must be in the common room and all shared space must be ready for use by any newly assigned Resident. Any shared storage space must be divided equally by the number of beds in the space and the equivalent amount of space must be empty and available for any new Resident to move in.
- c. When a Resident leaves for Thanksgiving, Spring, or Winter Break, rooms with vacancies must be ready for a new roommate.
- d. Any room determined to not be ready for a roommate at any time will be deemed a breach of this Contract and the Resident hereby agrees to pay a fee for a higher room rate (a double-as-a-single or triple-as-a-double). The Resident also agrees to immediately return the room to a state that is ready for a roommate. If the room is returned to a state that is deemed ready by UM Housing, the charges will be returned to the original rate from that date forward. Refusal to accept a roommate or failure to accept reassignment to another room will be interpreted as a failure to comply with the terms and conditions of this Contract and the Resident hereby agrees to pay the University reasonable compensation as described above retroactive to when the previous Resident roommate vacated the room. Additionally, failure to maintain a room in a state ready to receive a roommate, failure to accept a roommate, or failure to accept reassignment to another room may result in conduct action.
- e. Residents agree to not create or maintain an unwelcoming, hostile, or intimidating environment with the intent to drive out a roommate. Violating this Contract will be considered, along with other breaches of this Contract, a disciplinary issue resulting in possible behavioral sanctions as well as financial responsibility for any Cancellation Fees.

## **XI. Moving Out:**

- a. Each Resident must remove all personal belongings from his or her room when the Occupancy period ends or this Contract is terminated. The room must be cleaned and all mailbox keys/access cards returned to their respective Area Desk prior to move out being complete. Remaining personal items will be considered abandoned and will be sent to University of Montana Surplus for public sale or disposal. Residents will be charged for housing and dining until they have completed the entire checkout process.
- b. The completion of the entire checkout process ends with the Resident turning in the room/suite and mailbox keys/access cards to the respective Area Desk.
- c. During checkout, Residents may choose Express Checkout or may be present for an initial staff inspection of the final room condition; however, the initial inspection is informational in nature and is not the final determination of room condition. All rooms are inspected after the Resident vacates the room and this inspection may result in damage charges, regardless of whether the Resident is present at the time of inspection.
- d. The Resident agrees to pay for mailbox keys/access cards not returned and to cover the cost of extra housekeeping service to remove personal belongings or to clean the room after the Resident has vacated. The Resident agrees that the University may determine these charges in its sole discretion and UM Housing will calculate the charges to reasonably compensate for any damages based on its [Common Residence Hall Charges Sheet](#).
- e. Residents who do not intend to live on campus for Spring Term and have been approved by UM Housing to not return for Spring Term must vacate by 12:00 PM on December 19, 2020. If a Resident fails to properly check out during Winter Break, they will be charged the daily Winter Break rate until a proper checkout is completed.

- f. Failure to vacate by the time and date required may result in charges calculated to reasonably compensate UM Housing for damage incurred by the delay, in addition to prorated room charges. The Resident agrees to pay any cleaning/damage charges as set forth in the [Common Residence Hall Charges Sheet](#).
- g. If a Resident withdraws from the University of Montana and moves his/her belongings out, but has not completed the checkout process, UM Housing reserves the right to re-key the room at the Resident's expense and reassign the room to another Resident. A failure to complete the checkout process may result in charges determined by UM Housing to reasonably calculate UM Housing's damages as set forth in the [Common Residence Hall Charges Sheet](#).

## **XII. Meal Plan Policy:**

- a. All meal plans are administered through University of Montana Campus Dining. Details can be found on the [Campus Dining Meal Plan](#) website. Meal plans are subject to change through the approval process of the Board of Regents.
- b. Campus Dining meal plans are designed as a convenient, worry-free, economic method to pre-purchase meals on a semester basis.
- c. Students residing on campus with a Resident Housing Contract in place must purchase the All-Campus Meal Plan or Food Zoo Exclusive Meal Plan.
- d. Students who receive a waiver of their Resident Housing Contract prior to Campus Dining's meal plan cancellation deadline will be credited any unused portion of their meal plan (less a \$25.00 cancellation fee) starting the Sunday following confirmation of cancellation. Students who cancel their Resident Housing Contract after Campus Dining's meal plan cancellation deadline will not be able to cancel their meal plan unless they are withdrawing from the University. Please check the Important Dates Section of the [Campus Dining Meal Plan](#) website for more details.
- e. Residents may change their meal plan at any time during the Term. This change will take effect within two business days following confirmation of the change.
- f. Meal plan changes may take up to 48 hours to be reflected on the Resident's Student Account.

## **XIII. Injury or Property Loss:**

The University of Montana is not responsible for loss or damage to personal property or for any injury to a Resident or a guest of the Resident in UM Housing facilities due to fire, theft, water, interruption of water, heat, utility problems, or other causes, unless it was solely a result of the University's negligence. Residents are strongly encouraged to carry personal property or renters insurance. Residents are also strongly encouraged to remove all valuable items from the room during break periods. Any claims regarding property loss or injury will be referred to the office of Environmental Health and Risk Management.

## **XIV. Force Majeure:**

UM Housing's failure to perform any term or condition of this Contract as a result of force majeure conditions beyond its control such as, but not limited to, war, strikes, fires, flood, governmental restrictions, power failures, acts of nature, epidemics, or damage or destruction, shall not be deemed a breach of this Contract.

## **XV. Responsibility of Resident for the Facilities:**

- a. Care and maintenance of facilities:
  - i. Each Resident is provided with a mailbox key and electronic access through an access card and with outside electronic access through the Resident's UM student ID card and will be held responsible for loss of these devices. Mailbox keys/access cards are non-transferrable. Residents who give their mailbox keys/access cards to other students will be charged through the Student Code of Conduct.

- ii. Residents agree to inspect their room condition and submit any necessary work orders for repair and maintenance online within 72 hours of taking Occupancy. Each Resident is financially responsible for all facilities, fixtures, and items provided for their use.
  - iii. Any damage associated with a Resident's service animal or assistance animal may be applied to the Resident.
  - iv. Residents may be charged for cleaning of the room and for any change in the general condition of University property that is not the result of normal wear and tear.
  - v. Condition of the University property will be determined upon final inspection of the room by UM Housing staff.
- b. Charges for loss or damage:
- i. Charges for loss or damage caused by a Resident will be assessed by UM Housing on the Resident's Student Account and must be paid promptly. The Resident agrees in advance to the charges listed in the UM Housing [Common Residence Hall Charges Sheet](#). The Resident further agrees to pay the other charges listed in this section, which UM Housing will calculate to reasonably compensate for its loss.
  - ii. Charges for the loss of equipment and damages or defacement of any area in common use (such as lounges, recreation rooms, kitchens, corridors, bathrooms, etc.) will be assessed against the Resident(s).
  - iii. Damages in common areas may be divided and charged on a prorated basis to each Resident in the living community. The common area damage/vandalism policy can be found in the [UM Housing Student Handbook](#).
  - iv. Charges for damage, insufficient cleaning, improper checkout, and lost mailbox keys/access cards during the Contract period will be billed to the Resident's Student Account.
- c. Painting, repair, and remodeling restricted:
- i. Residents are encouraged to personalize the Resident's rooms but are not permitted to paint, repair, or remodel rooms or public areas in the residence halls without prior written permission from UM Housing.
  - ii. Furniture and mattresses are not to be moved from one room to another. A service charge will be assessed, and possible disciplinary action may be taken, if furniture is moved from other Resident rooms or public areas into a Resident's room.

## **XVI. Commercial Use:**

Commercial use of any part of the room or facilities, and commercial solicitation and promotion in the residence halls is prohibited. Students may not conduct commercial activity or promote commercial activity using the room, room address, or University computing and network infrastructure.

## **XVII. Safety and Security:**

The Resident agrees to take primary responsibility for the Resident's own safety and security and to support the safety and security of fellow Residents and the buildings. The University of Montana and UM Housing will work cooperatively with Residents to promote a safe and secure environment, although absolute safety cannot be guaranteed. The Resident agrees to read and abide by security policies and precautions stated in the [UM Housing Student Handbook](#) and other UM safety and security publications that are made available.

## **XVIII. Room Entry:**

The Resident agrees that UM Housing may enter, and UM Housing reserves the right to enter rooms, with or without notice for reasons including, but not limited to:

- a. Provision of maintenance and housekeeping services.
- b. Preparation of space for a new Resident.
- c. Inspection of room conditions upon vacancy of a Resident, for health and safety reasons during break periods, or for sanitation, security, or safety reasons.

- d. Elimination of nuisances.
- e. When reasonable cause exists to indicate a violation of established conduct or health and safety standards.

## **XIX. Community Standards and Prohibited Items:**

- a. The Resident agrees to abide by all University of Montana and UM Housing policies and community standards, as stated in the [University of Montana Student Conduct Code](#), and in the [UM Housing Student Handbook](#). Policies addressed include, but are not limited to: prohibited items, alcohol, drugs, smoking, and noise.
- b. Residents living in the residence halls are expected to complete certain educational, University-wide programs and events as a part of their community membership. The residence hall activities include all semester opening, closing, and any other floor meetings; University Convocation; Step Up! Training; orientation and Griz Welcome events; occasional one-on-one conversations with their Resident Assistant.

## **XX. General Conditions**

- a. Resident eligibility is outlined above in Section I. Eligibility is subject to the terms and conditions noted within this Contract as well as all current rules, regulations, procedures, and responsibilities that apply to individual Residents, including but not limited to those within the University of Montana Student Conduct Code and the UM Housing Handbooks. In the event of any conflict among the foregoing, the terms and conditions of this Contract are controlling.
- b. This Contract is personal to the Resident (“student”) and is not transferable by the Resident. Notwithstanding the foregoing, if a parent or guardian has signed this Contract in addition to the Resident, the Contract will be binding on both parties.
- c. Individuals who have been convicted of a felony must go through the University of Montana’s Admissions Review Committee for admittance to the University. Any person with a felony who has been accepted to the University of Montana must ask for permission to live in a UM Housing facility. UM Housing will review the circumstances of the conviction and will determine whether the individual’s application to live in UM Housing facilities will be accepted.
- d. This Contract may be signed electronically by the Resident if they are 18 years of age or older without a parent/guardian co-signature. If a Resident is under 18 years of age, a parent/guardian co-signature is required.
- e. All residence hall Contracts include a Room and Dining package. There is no room-only option. A Resident who does not indicate a room and/or meal plan type when completing the application will be assigned a room based on availability and an All-Campus Meal Plan.
- f. All Residents owning cell phones with text messaging are required to enable UM Housing to send the Resident text messages concerning safety, building maintenance, important notifications, and package delivery.
- g. The University of Montana, in compliance with state and federal laws and regulations, does not discriminate on the basis of race, color, religion, national origin, creed, service in the uniformed services, veteran status, sex, age, political ideas, marital or family status, pregnancy, physical or mental disability, genetic information, gender identity, gender expression, or sexual orientation in any of its policies, procedures, or practices.
- h. Applicants and Residents with qualifying disabilities have the right to request reasonable accommodations or modifications. Requests for accommodations can be made to Disability Services for Students - [dss@umontana.edu](mailto:dss@umontana.edu). Due to limited availability and time constraints, reasonable

accommodation or modification requests should be made as soon as possible. The University of Montana seeks to enhance diversity by recognizing and embracing the differences in age, ideas and perspectives, disabilities, creed, ethnicity, gender identity, gender expression, veteran status, national origin, race, religious and spiritual beliefs, sex, sexual orientation, and the socioeconomic and geographic composition of its faculty, administrative professionals, staff, and students. UM Housing has an expectation that all Residents will actively participate in creating welcoming communities. UM Housing staff is available to discuss any concerns you may have. For more information about a housing space that best suits your needs, please call (406) 243-2611 and your call will be handled discreetly.

### **XXI. Exceptions to Contract Terms and Conditions:**

Only the Director of UM Housing or the Director's designee are authorized to modify the TERMS AND CONDITIONS of the Contract. Resident Assistants (RAs) and Area Coordinators (ACs) are not authorized to modify these TERMS AND CONDITIONS.

### **XXII. Applicable Law:**

This Contract is governed by and shall be construed in accordance with the laws of the State of Montana, without resort to any other jurisdiction's conflict of law rules or doctrines. Any claim, action, or suit between the University of Montana and the Resident that arises out of or relates to this Contract must be brought and conducted solely and exclusively within the district court for Missoula County, for the State of Montana.

### **XXIII. Severability:**

The invalidity, illegality, or enforceability of any provision of this Contract shall not affect the validity, legality, or enforceability of any other provision of this Contract, which shall remain in full force and effect and shall be liberally construed in order to effectuate the purpose and intent of this Contract.

### **XXIV. Effect of Signature:**

By entering this Contract, you certify that you have read all the terms and conditions of the UM Housing 2020-2021 Contract and agree to the terms stated therein.

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**RESIDENT COPY  
DO NOT SIGN THIS COPY  
KEEP FOR YOUR RECORDS**