

Fall 20__ through Spring 20__

Personal Information Section

Please print the following information with a blue or black ink pen ONLY.

Name _____ Date of Birth _____ Sex: Male Female

Permanent Address (please print) _____

City/State/Zip _____ Permanent Email Address _____

Home Phone (____) _____ My Cell Phone _____

Parent's or Legal Guardian's Name _____

Parent's Phone Number _____ Cell _____ Work _____

My Admissions Counselor is _____

Status: Transfer Freshman Sophomore Junior Senior

I will be involved in Lancer Athletics Sport(s) _____

Meal Option Plan:
Meal plans are required of all hall residents and come with flex cash for optional dining choices. The amount of flex cash is updated each school year based on the dining services contract. No refunds are given for partial usage.

Meal Plan Options: 10 meals/week 14 meals/week 19 meals/week

Roommate Preference No Preference Roommate's Name _____

I am a Smoker Non-Smoker (Campus is tobacco free.)

I Can Cannot live with a smoker

I like to study In a Quiet Room With Music in the Background Both

I consider myself to be An Early Riser A Night Owl Both

I keep my room Very Neat and Clean Relatively Neat and Clean Not So Neat and Clean

All First Time Freshmen will be assigned to double rooms in First Year Clusters
Upperclass Student Preference: Single Double Quad (Men Only)

~ Office of Student Affairs Use Only ~

Hall/Room Assignment _____ MBTI Scores _____

Roommate(s) _____

Student ID # _____ Date Deposit Rec'd: _____

Due to concerns with public safety, it is important for the Residence Life Office to know if you have been convicted of a felony offense. Failure to answer this question truthfully will result in immediate cancellation of an individual's housing contract. Permission to live in the residence halls with a felony conviction will be determined on a case-by-case basis, dependent upon the circumstances of the conviction. If you mark "yes" to this question, please attach a separate sheet explaining the offense.

Have you ever been convicted of a felony offense? Yes _____ No _____

Please read the terms and conditions of this contract prior to signing it. The undersigned student, hereafter referred to as Student, and Mount Marty College, hereafter referred to as Hall, hereby enter into this contract containing the following terms and conditions. (See reverse)

I have read and understand the conditions of this contract, and I agree to comply with all rules and regulations of the residence halls and of Mount Marty College, including rules existing or hereinafter promulgated for use and occupancy of the room I am hereby leasing. I understand that this contract is FULLY BINDING for the entire Fall and Spring periods. I understand that I am subject to the TERMINATION FEES as listed on the reverse side of this contract should I break this contract while still enrolled. I also understand that if my roommate(s) leave for any reason, it is MY RESPONSIBILITY to find a replacement, accept the room as a single in a double (space permitting) at the extra cost, or to accept mandatory roommate consolidation by Student Affairs.

Signature of Student _____ Date _____

Signature of Parent or Legal Guardian if Student is under 18 _____ Date _____

This lease and contract for meals herein constitutes the necessities of life.
Receipt of a copy of this contract is hereby acknowledged. This agreement becomes effective when signed by all parties.

Mount Marty College Office of Student Affairs Authorization Signature _____ Date _____

Please return the white copy of this contract and your \$50.00 deposit to:
Office of Admissions, Mount Marty College, 1105 West 8th Street, Yankton, SD 57078

Mount Marty College Residence Hall Contract

TERM — The term of this lease is for the academic year, beginning a day before the first day of class and ending on the day after the last day of class.

HOUSING DEPOSIT — Students will be charged a housing deposit by the College to guarantee compliance by the Student with this lease. Should the College use all or part of the deposit during the lease term to fulfill obligations to the student under the lease, the student will pay on demand the sum representing the difference. At the termination of this lease, if there is no damage to or loss of furniture, furnishings and/or equipment, and if the premises are clean and in good condition, normal wear and tear excepted, the security deposit will be returned to the Student, provided the Student furnishes the Office of Campus Life with proper notification. Should the College determine the student is not entitled to a return of the deposit, it will provide upon demand to the Student reasons in writing.

OCCUPANCY — The Student leases occupancy of a room in a Hall from Mount Marty College, for the undergraduate Fall and Spring semesters. The Student will be entitled to occupancy of the Hall on the opening day announced prior to each semester. The Student must vacate the room on or before the announced closing times for each break and on or before the end of each academic term as determined by the official College calendar located in the College Catalog.

THE RESIDENCE HALLS ARE NOT OPEN OVER CHRISTMAS BREAK OR SPRING BREAK.

FOOD SERVICE — The Student will participate in the Food Service Program by choosing a 19, 14, or 10 meals per week plan. The Student will be entitled to select any of the meals provided up to the weekly limit of the meal plan. No credit or refund is allowed for meals not eaten by the Student. Only the Student to whom it is issued will use a meal card for food service. Use by another person will result in disciplinary action.

PARKING — The Student agrees to abide by the parking rules of Mount Marty College and understands that violations of said rules might result in a fine or the vehicle being towed away at the owner's expense.

ROOM ASSIGNMENT — The College assigns the Student to a bed space in a residence hall and reserves the right to reassign the Student to another bed space. This includes the consolidation of students holding room contracts who are without roommates.

MAINTENANCE — The College will provide all maintenance for the exterior, infrastructure and common areas of the building. The Student will reimburse the College on demand for the cost of any repair or replacement of glass, including plate glass, caused by the Student or a guest of the Student. Students will, at their own expense, clean the interior of their rooms. At the termination of the lease, the room will be delivered up clean and in good, comparable condition. The Student will be responsible for, and fully indemnify the College for any damage to the room, its furnishings or equipment occurring during the lease. Students will make no holes in the walls, woodwork or floors of the room, nor will the Student paint or make any alterations, additions or improvements to any portion of the room during their lease.

GUESTS — Arrangements for all guests must be made with the Hall Director. Fees for guest(s) staying more than three (3) nights will be billed to the account of the resident. The Student will be responsible for any loss or damage caused by themselves or their guest(s) through carelessness, by accident, or willful intent to the furniture, furnishings, equipment, or buildings which the leased space is a part.

RULES AND REGULATIONS — The Student will not assign any rights under this contract or sublet or permit any other person to occupy the assigned room in the hall unless specifically authorized by the College in writing. The student agrees to comply with all rules and regulations of the Hall and of the College as set forth in the Student Handbook, and the Student agrees to comply with all applicable federal and state laws. The College may make reasonable additions to or changes in existing rules and regulations as deemed necessary.

ENTRY — The College's personnel may enter the Student's room at any reasonable time without prior notice for the purpose of maintenance repairs, in the case of an emergency, in the case of the necessary evacuation of the building, in the protection of College property, for security reasons or with prior notice. The College's personnel may enter the room for other reasons in the presence of the Student. If the room is found to be in other than a clean and sanitary condition in the College's opinion, the College will notify the Student, and if the condition is not corrected within 24 hours, the College may have the room cleaned and the Student will be responsible for the cost of restoring the room to a clean and sanitary condition.

COLLEGE'S RESPONSIBILITY — In the event that the room assigned to the Student is destroyed or otherwise made unavailable by an act which is beyond the College's control, and the College cannot furnish adequate accommodations within 15 days, the Student or College, at their option, may declare this contract null and void. All money paid to the College by the Student will be prorated for the number of days the room has been occupied by the Student. The College does not assume responsibility for the theft, loss, damage or destruction of personal property kept in the Residence Hall. It is recommended that Students insure their own personal property.

HOUSING POLICY — The College requires matriculating undergraduate students under the age of 24 (prior to the first day of the semester) to live in the residence halls. Students who are 21 years of age prior to the first day of classes for the academic year and commuter students living locally (within a 30-mile radius) with the parents (or legal guardian) will be allowed to file for an automatic exemption with a 26% reduction in institutional financial aid. Students who are 24 years of age, married, veterans, or responsible for the care of dependents are exempt from the On-Campus Residency Requirement. However, the student must still notify the Office of Student Affairs that they are taking the automatic exemption. The exemption must exist PRIOR to the start of the semester that the student wished to live off campus.

TERMINATION — This contract is for the Fall and Spring semesters and is fully binding for the entire period. The College may, but is not obligated to, terminate this contract prior to its expiration with a proration of the room and board fees as determined by the College Catalog and Student Handbook.

THE TERMINATION FEES ARE AS FOLLOWS:

After contract is accepted and before August 1st	(returning students)	\$100.00
After August 1st and prior to move in	(returning students)	\$200.00
After move in		\$300.00

CONTRACT TERMINATES IF YOU ARE NOT REGISTERED BY AUGUST 1ST.

Students who cancel their contract by taking a Leave of Absence or withdrawing from the College will not be fined. All requests for termination of this contract must be in writing and returned to the Office of Campus Life.

A Student terminating this contract at mid-semester, while still enrolled at the College, will not be entitled to any refund of housing payments and is subject to the \$300.00 termination fee outlined above.

The College, by giving not less than three (3) days notice, may terminate this contract for the following reasons, which are construed to be in violation of this contract:

- Disorderly, illegal, immoral, or other improper conduct in or near the College campus;
- Misuse, abuse, theft or destruction of the property of other students or of the College;
- Possession or use of firearms, fireworks, ammunition, explosives of any kind, inflammable or deadly weapons of any nature or illicit drugs in or near campus;
- General behavior by the Student over a period of time that is indicative that the Student is not able to adjust to the requirement of group living, or which is otherwise detrimental to the welfare of other students or staff living in the hall;
- Possession or harboring of pets or animals of any kind or permitting the entry or maintenance of pets at any time in the Hall; and
- The failure to report any violation of the rules and regulations of the Hall or Mount Marty College to the Office of Student Affairs.

The termination of the contract for the above causes may result in additional penalty fees depending on the nature of the incident.

The Student acknowledges the right of the College to terminate the contract at any time because of violations of the contract or rules of the College by the Student. The Student will vacate the room prior to the specified date in clean and good condition as when received, reasonable wear and tear excepted. Student acknowledges that in the event of termination of the contract, neither the College nor any of its employees will be liable for damages to the Student.

LIABILITY — The College will not be liable to the Student or any guest or invitee, or to anyone in privity with them, for damages to the person or property occasioned by any defects in the residence halls or by any other cause or any act, omission, or neglect of Student or any other students residing in the residence halls. The Student agrees to hold the Hall and its officers, agents and employees harmless from and against all liability expenses and costs, including attorney fees connected with any claims, demands and/or causes of action of any kind which arise out of or is related to any accident, casualty, damage or loss that may occur in, on or about the College's property involving the Student and/or guest or invitee of the Student. This indemnity and hold harmless provision applies even if such accident, casualty, damage or loss is claimed to be in any way the negligence of the College, its officers, agents or employees.