

**Mineral Area College/College Park
Housing Agreement Stipulations and Understandings
2013-2014**

Description and Relocation

This Housing Agreement is between Mineral Area College and you, a renter of a Residence at College Park. A Residence at College Park is defined as, including each of the following:

1. Your sole use of a bed space in the Residence;
2. Together with the authorized occupants of the Residence, your joint use of the Common Areas in the Residence and the Property (for purposes of the Housing Agreement “Common Areas” are those areas to which all authorized residents share general access); and
3. Your joint use of all appliances within the Common Areas of the Residence.

Occupants

Only you can live in the Residence assigned to you, and only so long as you are enrolled as a student for a minimum of 6 credit hours per semester at, or are employed by Mineral Area College or Central Methodist University—Park Hills. It will be used only as a temporary college Residence for the term of the Housing Agreement and for no other purpose. You cannot sub-rent any part of your assigned Residence to another person. You may request a transfer to another Residence if one is available. A \$25 fee will be charged to your account. Even if Mineral Area College agrees to the transfer, you will still be responsible for all of the obligations under the Housing Agreement.

Mineral Area College has the right, when any bed space within the Residence is unoccupied, to place a new resident in the unoccupied bed space unless you and all other residents in the Residence agree to pay Mineral Area College, as part of your respective rent, the total rent due for such unoccupied bed space. The fact that you and your roommates may be in conflict with each other will not act as grounds to terminate the Housing Agreement.

Housing Agreement Term

The Housing Agreement starts on the move in date, and ends at noon on the move out date (the fact that you are no longer a student does not shorten the term or reduce your liability from paying the full amount of the term rent you owe for the time period prescribed). You cannot occupy your Residence until you and Mineral Area College have completed and executed your signed Housing Agreement documents. If Mineral Area College does not or cannot provide you with bed space as assigned in the Housing Agreement, whether on the move in date or during the term, Mineral Area College will not be liable to you for damages, except to refund your \$150 security deposit.

Hold Over

If you still occupy your Residence past the fixed move out or ending date of your term, the date contained in your move out notice, or the date on which Mineral Area College notifies you to leave the premises, then you owe Mineral Area College rent pro-rated on a daily basis, **plus**, all damage assessments, fines and penalties owed, and possible loss of your total security deposit.

Move In

A move in inventory and/or a Unit Condition Report Form will be completed by you and College Park Management at the time you move into your Residence.

Move Out

If you leave your Residence permanently,(either by your choice or by a College Park eviction), before the ending date of the term of your College Park Room & Board Agreement, you will forfeit your total Security Deposit and you must pay the balance of all room & board still owed for the term of your Room & Board Agreement, and any outstanding damage assessments, and applicable fines and penalties. Verbal or written notice that you plan to terminate your Room & Board Agreement early is not sufficient to excuse you from your financial liability to Mineral Area College.

When you move out, whether at or prior to the ending date of the term of your Housing Agreement, the Residence, including, but not limited to, the windows, doors, furniture, walls, carpeting, bathroom fixtures, patios, balconies, and kitchen appliances in the Common Areas, must be clean and in good repair and condition, except for normal and reasonable wear and tear as determined by Mineral Area College. If you fail to clean any area, leave garbage, trash or abandon personal belongings, or if any appliances or furniture that has been damaged or are missing, you will be liable for reasonable charges to complete such trash removal, cleaning, and/or property replacement.

If you leave any of your personal property in the Residence after you move out, or after the end of this Housing Agreement, that property is deemed to be abandoned by you. Mineral Area College can, without delay, take such actions as Mineral Area College desires and charge you with costs incurred to remove, clean up after, keep, store, sell or dispose of such property without any liability or obligation to you.

Security Deposit

Once you sign your College Park Housing Application, you will be required to deposit with the Manager, a Security Deposit as partial security for all of your obligations under this Housing Agreement (the Security Deposit is not an advanced payment of rent and damages, fines, penalties, or other applicable assessments which may be more than the Security Deposit (\$150) if you violate the Housing Agreement). Among other items, the cost of labor and materials for cleaning and repairs, and the amount of delinquent payments for applicable fines, penalties, and assessments will be deducted from the Security Deposit at move out.

You cannot use the Security Deposit to offset or pay in advance any month's rent or any other charges under this Housing Agreement, but Mineral Area College will use, all or any part of the Security Deposit for any unpaid rent or other obligations, including tuition, fees, and other fines incurred by you while enrolled as a student at Mineral Area College.

You agree that Mineral Area College has thirty (30) days after the later of (a) expiration or termination of this Housing Agreement, or (b) the date on which Mineral Area College received written notice of your forwarding address, or (c) received payment, in person or by U.S. Mail, in full for amounts that you owe Mineral Area College to refund any unused portion of the Security Deposit to you. Along with that return, Mineral Area College will provide to you a description and itemized listing of deductions that Mineral Area College has taken from the Security Deposit. At no time does Mineral Area College owe you any interest on the Security Deposit.

Refund

If you leave your residence permanently, (either by your choice or by a College Park eviction), before the ending date of the term of your Room & Board Agreement, you will forfeit your total Security Deposit and you must pay the balance of all room and board still owed for the remaining term of your Room And Board Agreement and any outstanding damage assessments, and applicable fines and penalties. **There are no refunds for Room and Board.** You are responsible for 100% of the total cost for Room and Board as indicated by the term of your Room & Board Agreement,. Cancellation of the Room and Board Agreement must be made in writing, and received by the Director of Housing, 30 days prior to the assigned move-in date of the agreement in order to receive a refund of the \$150 Security Deposit.

Rent and Additional Charges

You will pay Mineral Area College rent installments per the Housing Agreement in advance and without the College making any attempts to demand payment. Rent is payable at the College Park Office in the Club House or the Business Office on the MAC campus.

You have no right to withhold rent for any purpose, including an Act of Nature, unless Mineral Area College does not provide you with your assigned bed space or alternate equivalent. You may not reduce any rent payable for any of your applicable fines, penalties, or in lieu of damage assessments against us.

At the College's option, Mineral Area College can require that all money payable for rent, fines, penalties, or other assessment charges be paid in either certified or cashier's check, money order, or personal check. All checks and

money orders must be payable to “College Park”. Cash will be accepted, but only with a receipt issued by the College. Your obligation to pay rent is a promise by you, which is independent from all of our promises, duties and obligations.

Failure to pay rent installments in a timely manner may cause Mineral Area College to immediately evict you from College Park, withhold any refund of your security deposit, turn your rent term balance due over to a collection agency (for which you would also be responsible for collection costs), suspend College Scholarships, put a “hold” on your grade, and transcripts, and prevent you from enrolling for the next semester at Mineral Area College.

Utilities

Mineral Area College agrees to furnish, free of charge, computer network and internet, gas, water, sewer, electric, and garbage collection for each Residence. You and the other residents of your assigned Residence must separately pay for and provide required deposits for all landline telephone service and cell phone services.

Mineral Area College will not be liable for any interruption, surge or failure of utility services provided to the College at College Park or for any damage directly or indirectly caused by the interruption, surge or failure.

Computer Lab

Mineral Area College reserves the right to block access to certain questionable web sites not in compliance with the Mineral Area College Computer Systems and Network Acceptable Use Policy. Illegal use of Mineral Area College Computer Systems and Network (including the use of computers in the College Park computer lab) will result in disciplinary action, up to and including eviction from College Park and/or removal from enrollment at Mineral Area College.

Guest Policies

You and your guests must comply with all written rules and policies, which College Park and/or Mineral Area College adopt for the property and general use of campus facilities. The current policies and procedures will be given out in written form at the time of move in and initial orientation to College Park. These policies and procedures are considered to be a part of this Housing Agreement and either College Park or Mineral Area College can revise, amend, expand, or discontinue the policies and procedures at any time at its sole discretion through action of the Board of Trustees, and by distributing to each resident, or posting a notice on a bulletin board or other area that Mineral Area College designates for notices to residents of College Park and students of the College. If you violate any of these policies or procedures, you are considered to be in violation of the Housing Agreement.

Parking

There are no assigned parking spaces at College Park and parking spaces are available on a first come, first served basis. Overnight parking of vehicles that do not belong to College Park residents is not allowed, and is subject to ticketing. Illegally parked, non-operating, or abandoned vehicles will be towed off the premises at the expense of the vehicle owner or operator. On the main campus, students must park in the student designated lots. Only students with handicapped parking permits may park in designated handicapped parking spots.

Maintenance, Alterations and Repairs

You are responsible for and will be expected to take excellent, high quality care of the premises and common areas. You will not remove any of the assigned and allocated property and/or furniture from one Residence to another, or from the College Park premises.

You will not perform any maintenance, repairs, or renovation to any doors, walls, fixtures, appliances, furniture, or painting, wallpapering, electrical changes, or other alterations, (other than for small pin holes in sheet rock for hanging pictures).

By the end of the current semester, after Mineral Area College has assessed you for damages, you will be required to pay for the cost of all necessary repairs and maintenance caused by you, your guests, your room mates, or any other person’s violation of this Housing Agreement that occurred within your residence, your common area, or to College Park property you were responsible for. You will also be required to pay for the costs resulting from the negligent or careless use of the premises or any part of College Park property including, but not limited to, such items as:

damage from waste water stoppages caused by foreign or improper objects in lines serving your bathroom or kitchen; damages to appliances, doors, walls, windows or screens; damage from windows or doors left open; damages from malfunctioning or inoperable facilities that you failed to report in a timely fashion, and repairs or replacements to security and safety devices necessitated by misuse or damage by you, roommates, or your guests (this includes damages that may have been caused to the Residence by other residents of College Park).

Failure to pay damage assessments by the end of the current semester, and after receipt of an invoice may cause Mineral Area College to immediately evict you from your Residence at College Park, withhold any refunds of your security deposit, turn your rent term balance due over to a collection agency, suspend College Scholarships, put a "hold" on your grades and transcripts, and prevent you from enrolling for the next semester at Mineral Area College.

If Mineral Area College cannot determine which individual(s) caused damage to any Residence, Club House property or grounds and parking lots of College Park, then all residents will be assessed and pay a pro-rata share of the total cost of repair and maintenance.

You must not disconnect or intentionally damage a smoke detector or remove the battery without immediately replacing it with a working one. You must not tamper with or willfully set off a false fire alarm. Failure to comply with these rules will cause the College to immediately evict you from your Residence at College Park and you may be arrested and subject to damages, civil penalties and attorney's fees under laws of property damage in the state of Missouri.

Beginning with the move in date, Mineral Area College will provide light bulbs for each light fixture in the Residence.

Except in the event of an emergency, you will be required to place a request in writing (see manager for form) for repairs or maintenance services to your Residence, or repairs or replacement of security devices immediately after you discover the need for maintenance. In case of malfunction of utilities or damage by fire, water, or similar cause, you must notify the manager immediately. In case of malfunction of air conditioning or other equipment, you must notify us in writing as soon as possible. Additionally, you are required to notify us in writing promptly of: water leaks; electrical problems; carpet holes; broken glass; broken furniture; broken locks; and any condition which you reasonably believe poses a material hazard to health or safety. Once College Park Management receives the notice, the College will act with reasonable diligence in making repairs and reconnections, but during that time you cannot stop payment of or reduce the rent.

With or without notice, Mineral Area College can temporarily turn off equipment and interrupt utilities to avoid property damage or to perform work requiring such interruption as determined in our sole judgment. Neither the College Park Manager or its employees, nor Mineral Area College will be liable for any inconvenience, discomfort, disruptions, or interference with your use of your Residence because the Manager or Mineral Area College are making repairs, alterations or improvement to the Residence or the property. If you request any repairs, they will be done during our usual working hours, unless it is an obvious emergency.

Casualty Loss

If in the College's reasonable judgment, the Residence, the building or the property is materially damaged by fire or other casualty, Mineral Area College may terminate this Housing Agreement within a reasonable time after such determination, by giving you written notice. If Mineral Area College terminates the Housing Agreement and you did not cause the loss, Mineral Area College will refund prorated, prepaid rent and all deposit(s), less lawful deductions, which may be provided in this Housing Agreement. If Mineral Area College determines that material damage has not been caused to the Residence, the building or the property, or if Mineral Area College has elected not to terminate this Housing Agreement, Mineral Area College will, within a reasonable time, rebuild the damaged improvements. During such reconstruction, there shall be a reasonable reduction of the rent for the unusable portion of the Residence unless you or your guests are the cause of the fire or other casualty.

No Pets

No pets are allowed at College Park anywhere in the Residence or the property. "Pets" include all mammals, reptiles, amphibians, birds, fish and insects. Feeding stray animals is strictly prohibited.

If you or your guests, with or without your knowledge or permission, violate the above you may be charged for damages, evicted, and subject to other remedies of this Housing Agreement. If found to be in violation of this policy, Mineral Area College may remove your pet with written notice of our intent to remove the pet. Mineral Area College will turn the pet over to a humane society or local authority, and you will be responsible for reasonable care and kenneling charges for such pet.

Right of Entry

Mineral Area College and the College Park Manager and respective agents, employees, repairers, servicers, and representatives may, without notice in the case of exigent circumstances, enter any College Park Residence Mineral Area College or the Manager deems to be necessary under the circumstances. Such causes include, but are not limited to the following: concerns pertaining to public or individual safety, emergency repair or assessment of known or suspected damages to property, or hazardous situation that potentially threaten personal or public safety. At times, the College Park Manager and/or designated agents, employees, repair or servicing persons or other duly assigned representative may make entry for non-emergency purposes. Some non-emergency reasons for entry include, but are not limited to, the following: responding to your request; repairs; estimating repair or refurbishing costs; pest control; preventive maintenance; filter changes; testing or replacing smoke-detector batteries; retrieving unreturned tools or appliances; prevention of utilities misuse or waste; exercising contractual liens; leaving written notices; delivering, installing, reconnecting, or replacing appliances, furniture, equipment, or security devices; removing or re-keying unauthorized security devices; removing unauthorized window coverings; stopping excessive noise; removing health, sanitation, or safety hazards (including hazardous materials) and items prohibited under the College Park policies and procedures, such as alcohol and drug use and storage; removing pets; retrieving property owned by current or former residents; inspections of a routine or scheduled nature; when immediate danger to person or property is reasonably suspected; entry by a law enforcement officer with search or arrest warrant or in hot pursuit; showing Residence to prospective residents; or showing Residence to government inspectors, fire marshals, lenders, appraisers, prospective buyers, or insurance agents.

The entry can be gained by use of a master pass key or other means including disarming of any alarms, or by any other forced means due to physical changes made by resident(s) that are in violation of this Housing Agreement. Any financial expenses for repair or replacement that result from damages incurred during such forced entry are the responsibility of the resident(s). Failure of a resident to be unaware of scheduled or unscheduled inspection, safety check, or other official cause for entry into a Residence shall not constitute cause to prevent such entry by the Manger of College Park, or a duly designated/authorized representative. Observations from this inspection may result in assessing you for damages and expecting restitution and payment of repair costs.

Default

You are in violation of this Housing Agreement if:

- You fail to pay rent or any other amount owed to Mineral Area College under this Housing Agreement;
- You or your registered or unregistered guests violates this Housing Agreement or any addendum to it, the current policies and procedures, or fire, health, sanitation, or criminal laws, regardless of whether arrest or conviction occurs;
- You fail to move into the Residence after completion of all required documentation, or if you abandon the Residence (that is, if you appear to have moved out before the end of the Housing Agreement, clothes and personal belongings have been substantially moved out and you have not been in the bed space for five (5) consecutive days;
- You have made any false statement or misrepresentation on any information provided to us, which includes the application for College Park housing you submitted; you or your guest is arrested for a felony offense involving possession, manufacture or delivery of a controlled substance, marijuana or illegal drug paraphernalia as defined in applicable law;
- You violate any Federal or State firearm laws relating to possession or control of a firearm;

- Any alcohol or illegal drug use, or illegal drug paraphernalia are found in the Residence (whether or not Mineral Area College can establish possession); or
- You fail to pay any fine, charge, or penalty by the end of the semester it is levied in accordance with this Housing Agreement or the current policies and procedures.

Remedies

If you are in violation of this Housing Agreement, Mineral Area College can, without demand or notice (other than as provided in this paragraph) take the following actions in addition to other remedies as provided by state and federal laws:

- Collect any damage assessment, fine or penalty imposed by this Housing Agreement and current policies and procedures;
- Take legal action to collect past due rent and any other damages Mineral Area College has incurred because of your violation of the Housing Agreement;
- Terminate your right to occupy the Residence, institute an action for eviction, but not terminate the Housing Agreement or end your monetary obligation for the Residence by giving you written notice providing 24 hours for you to leave;
- Take legal action to collect all unpaid rent and other sums which would become due until the ending date of the term of the Housing Agreement;
- Terminate the Housing Agreement and the Renter's right to occupy the Residence and institute an action for eviction, by giving you written notice and providing 24 hours for you to leave;
- Report all violations to credit reporting agencies;
- Accelerate the remainder of the rent due under this Housing Agreement through the ending date;
- Terminate any housing scholarship or other institutional scholarship provided to you;
- Prevent you from enrolling in courses at Mineral Area College after the current semester;
- Place a "hold" on all grades and transcripts requested to be sent to other colleges or employers;
- Place a "hold" on all certificates or degree diplomas;
- Suspend or dismiss you from Mineral Area College;
- Exercise any and all rights and remedies available in law or equity in the state of Missouri;

College/Landlord's Lien

If you have violated this Housing Agreement, Mineral Area College can enter the Residence, remove and/or store all of your non-exempted property, but in so doing, Mineral Area College will leave in the bed space a written notice stating the amount of the delinquent rent or the other amount owed Mineral Area College and the phone number, name, and address of the person to contact about the amount owed Mineral Area College. Except for pets or property of no apparent significant value, if the property is removed because of any form of non-payment or abandonment, Mineral Area College has no obligation to store. Mineral Area College or its representatives are not liable for casualty loss, damage or theft of any of such property. If the property is removed because of eviction, Mineral Area College has no obligation to store the property; and is not liable for casualty, loss, damage or theft of said property. All costs of storage, handling or selling of such property are the responsibility of the resident. Property that has been retained or stored may be disposed of by public or private sale at the discretion of Mineral Area College. Such sale would be no sooner than thirty (30) days after a reasonable attempt at delivering certified written notice to you at your last known address, providing you with the date, approximate time and place of the sale.

Cumulative Remedies

The exercise of any remedy by the College shall not be taken to exclude or waive the right to exercise any other right or remedy which Mineral Area College might have. After Mineral Area College gives you notice to vacate/leave the Residence or if Mineral Area College files an eviction suit, or if Mineral Area College accepts rent or other sums due, such acceptance does not waive or diminish our continuing rights of eviction or any other contractual or statutory right unless Mineral Area College specifically agrees to it.

Costs and Fees

In the event Mineral Area College brings an action against you because of your violation of this Housing Agreement, Mineral Area College can recover all costs and/or fees involved, including reasonable attorney's fees, as part of any judgment.

Multiple Residents

Each resident of a Residence is jointly and severally liable with the other residents of the Residence for all Housing Agreement obligations relating to Common Areas and utilities; however, only you are liable for the Housing Agreement obligations relating to your bed space and the payment of your rent. You are not liable for any of your fellow resident's obligations as to their bed space and their rent payable to Mineral Area College.

Housing Agreement Termination

Unless otherwise allowed, you may not terminate this Housing Agreement for voluntary or involuntary school withdrawal or transfer, marriage, divorce, pregnancy, loss of roommate, bad health, or any reason other than death, unless agreed to in writing by Mineral Area College.

If you are a member of the Armed Forces on active duty and receive change-of-station orders to permanently leave the local area; are relieved from active military duty; or a National Guard or reservist called to active duty, you may terminate the Housing Agreement thirty (30) days after Mineral Area College receives the notice. In addition, you must provide a copy of the official orders, as required component of the Housing Agreement termination.

Liability

Neither Mineral Area College, the College Park Manager, representatives, nor respective employees, officers, directors, agents, representatives and affiliates (Collectively The "Released Parties") will be liable to you, your roommates, or any of your guests for injury, damage, or loss to person or property caused by mischievous and/or criminal conduct of other persons, including theft, burglary, assault, vandalism, or other crimes. This includes personal conflicts between you and your roommates or other residents and/or guests of College Park and Mineral Area College patrons and students.

The College has a reasonable duty and responsibility to remove ice, sleet or snow, but the College may do so in whole or in part, with or without notice to you.

The College ("Released Parties") is not liable to you, your roommates, or your guests for personal injury or damage or loss of personal property from burglary, theft, vandalism, fire, smoke, rain, flood, water leaks, hail, ice, snow, lightning, wind, explosion, or surges or interruption of utilities, except to the extent that such injury, damage or loss is caused by the College's gross negligence. Mineral Area College urges you to obtain your own renter's insurance for losses due to such causes.

You, for yourself, your heirs/assignees/agents, your roommates, and for your guests present under your authority, invitation or knowledge, do hereby release Mineral Area College, its Board of Trustees, any and all employees, representatives or agents, from any and all claims for damage, loss or theft of your or your guest's personal property, or any injuries or other loss which may arise out of any accident that may occur on the property of Mineral Area College, College Park, or surrounding cartilage. Through your legal relationship as a resident of College Park, this waiver of liability shall also extend to members of your family or your guests, in or about the residence or the property, even if such claims and/or damage is caused by, in whole or in part, any ordinary negligence or fault of the Residence Housing Agreement parties, regardless of whether such negligence or fault was any party's sole, concurrent or joint responsibility. You assume for yourself and all members of your family and your guests, through your legal relationship as a resident of College Park, any and all risks from any accidents in connection with use of the Residence, the property, or the property's recreational facilities or areas, understanding that all such areas and facilities are gratuitously supplied for your use with no warranty or liability implied or conferred, and are used at the sole risk of the participant. You understand that by agreeing to this Housing Stipulation Agreement and providing such signature and /or monetary exchange as necessary to execute this agreement, you are bound by the entirety of the conditions, circumstances and limitations prescribed therein. You also understand that in the event any portion of this agreement is not acceptable to you, you may elect to remove yourself from consideration for residency at College Park at any time prior to the acceptance of this Housing Stipulation Agreement, and are free to do so at any time prior to its completion and implementation.

Sole Provision

The following special provisions are considered a part of the Housing Agreement:

1. Drug and Alcohol Policy
2. College Park Fines and Penalties
3. Current Policies and Procedures Governing College Park
4. College Weapons Ban Policy
5. Behavioral Issues, Harassment, and Threat Assessments as established by the Federal Government Safe Schools Act.

This is a legally binding Housing Agreement. Take the time necessary to understand these stipulations and understandings before signing your Housing Agreement.