

Dixie State College
FAMILY STUDENT HOUSING CONTRACT
TERMS AND CONDITIONS OF OCCUPANCY
CONTRACT YEAR 2008-2009



***THIS IS A LEGAL AND BINDING DOCUMENT WITH FINANCIAL OBLIGATIONS
PLEASE READ CAREFULLY***

CONTRACT COMMITMENT

No term or condition of this Dixie State College Student Housing Contract can be waived and no statement made by Housing and Resident Life or its agents is considered a waiver of any term or condition, whether expressed or implied. Any individual exceptions or cancellations are at the discretion of the Director of Housing and Resident Life or designee. All exceptions will be in writing.

ELIGIBILITY AND APPLICATION

The Student or prospective Student, or other guarantor, is hereafter, referred to collectively as the "Student". The undersigned agrees to be enrolled in a Dixie State College certificate or degree-seeking program each academic semester for a minimum of nine (9) credit hours. The Student's application will be processed regardless of the status of the Student's admission to the College. If admission to the College is denied after Student has been accepted into Family Student Housing, it is the responsibility of the Student to notify Housing and Resident Life in writing within ten (10) days of receipt of denial from the College for the \$300 security deposit to be refunded.

DURATION OF CONTRACT

Contracts expire three calendar days after Dixie State College Spring Graduation commencement, unless a different termination date is specified.

DEPOSIT

A \$25.00 non-refundable processing fee is due upon application and a \$300.00 reservation/security deposit is due upon acceptance of the application. The deposit is not applicable to rental payment, but is a reservation, damage, and contract guarantee.

DEPOSIT REFUND

If ALL provisions of the contract have been met, and/or no cleaning/damages/other charges have been assessed, the deposit will be credited to the Student's College Banner account within 30 days after termination of the contract. The refund check will automatically go to the most recent permanent mailing address on the College Banner account. It is the responsibility of the student to update this as needed. If the Student contracts to return to on campus housing, the deposit will be extended as the reservation fee for the new contract. The Student will be billed for any cleaning/damage charge if the deposit is extended.

PAYMENTS

Residents can pay tuition, fees, and housing charges all in one location simply by logging into their DSC Banner Access account at https://bannersec.dixie.edu/proddad/twbkwbis.P_GenMenu?name=homepage. The Banner Access system only serves as a cashier for Housing payments, any questions related to housing charges still need to be directed to the Housing Office. Additionally, the Student may pay the charges at the DSC Cashier in person. Any past due amounts on the Student's Banner Access account whether for Housing or other College charges, may prevent the Student from registering, will drop classes, and prevent the Student from using their activity card, etc. The priority structure for all College payments is that tuition and fees are paid first, followed by the payment of housing fees. All outstanding tuition, fees, and housing charges due need to be paid before the College drop date to avoid classes being dropped. Any past due balances left unpaid will be sent to Collections.

Housing charges are assessed to the Student's Banner account before the 1st business day of each month. Residents will then need to log into their Banner account to make their monthly payment as instructed above. Payments are considered delinquent after the first of the month in which they are due. Delinquent accounts will be assessed an automatic late fee of \$50 after the 5th of each month with an additional late fee added every day thereafter the rent is not paid. Rent is subject to change with 45 days written notice to resident. If unusual circumstances occur which require a mid-year rent increase, the Student will be notified in writing by Housing and Resident Life. The Student may terminate the contract agreement prior to the end of the term, provided that at least 30 days written notice is given to Housing and Resident Life, and such notice is given to Housing and Resident Life within 15 days of receipt of notice of rent increase

ASSIGNMENT PROCESS

Housing and Resident Life assigns apartments without regard to race, religion, or national origin. Assignment priority is based on date of receipt of the Dixie State College Housing and Resident Life Application, and Student Housing and Resident Life Contract along with the required deposit and processing fee. Priority is given to returning residents and those registered in degree seeking programs.

APARTMENT PREFERENCES

Assignment to a preferred building or apartment is contingent upon availability and is not guaranteed. If desired space is not available, the student will be offered another available space.

CONTRACT CANCELLATION BY STUDENT

To terminate this contract, the Student is required to submit written notification, in person or via mail, email or fax to Housing and Resident Life, 974 East 100 South, St. George, Utah 84770, burr@dixie.edu, FAX: (435) 656-4050. The postmark on the envelope or date stamp on email or fax will be used as the date of official notification.

CANCELLATION DEADLINES

If written notification is received 30 days prior to move-in date, the \$300 security deposit and any prepaid rent will be refunded.

CONTRACT TERMINATION

A Student desiring to terminate this contract prior to the completion of this academic year contract may do so for the following reasons with written notification provided to the Housing and Resident Life Office:

- 1. Graduation, Change in Marital Status, Military Service, or Medical Condition.** This circumstance must occur during the semester for which the Student is requesting to be released. Furthermore, the Student is responsible to provide sufficient written documentation verifying reasons for withdrawal. All documentation will be reviewed by Housing before approval is granted.
- 2. Complete withdrawal and non-registration from Dixie State College for the remainder of the academic year** will release the Student from their remaining contractual obligations. However, the \$300 deposit will be forfeited and rental charges prorated to date of checkout along with any additional cleaning fees will be assessed. The Student must notify Housing and Resident Life in writing of their intent to vacate.

CONTRACT CANCELLATION BY HOUSING AND RESIDENT LIFE

Housing and Resident Life may terminate this contract and take possession of any unit at any time for violation of the provisions contained herein or in the Resident Life Handbook when it is in the best interest of Housing and Resident Life, the College and/or the Student.

No refunds will be granted the Student in cases where the termination of the contract is based upon disciplinary actions or College suspension.

REASONS FOR POSSIBLE TERMINATION

1. Failure to pay rent or any other housing charges when due.
2. Noncompliance with the rules and regulations of Dixie State College Housing and Resident Life (as outlined in Resident Life Handbook); federal, state, and local laws; or Dixie State College policies, where applicable.

3. Damage from fire, smoke or other causes making the apartment uninhabitable.
4. False statements or misrepresentation by the Student made in connection with this contractual agreement.

STUDENT RESPONSIBILITIES

The College reserves the right to make and enforce other rules and regulations as may be appropriate or necessary for the safety, care, educational environment, and cleanliness of the premises, and for securing the comfort and convenience of all residents. Violations of any of the following may result in fines, sanctions, probation, termination of contract, suspension from Dixie State College, or any combination of the above.

Housing and Resident Life also reserves the right to pursue the disciplinary procedures specified in the Students' Rights and Responsibilities Code at Dixie State College, and the Housing and Resident Life Resident Handbook for violations therein.

MAINTENANCE RESPONSIBILITIES OF STUDENT

Student is responsible for maintenance of interior wall and paint, interior decoration, if any, light bulbs and tubes, window breakage, and trash removal. Student is further responsible for electricity. Student has three business days after move in to make sure that the Electricity has been turned on in Residents name. A copy of the "Application for utility service" must be turned into the Housing and Resident Life Office within one week of move in. Gas will be the Student's responsibility where applicable.

If Student fails to maintain the premises to the reasonable satisfaction of Dixie State College, Housing and Resident Life may have such maintenance completed and charge back such expenses to Student. Non-operating vehicles may not be parked or stored on the premises and if so parked may be towed away at the Resident's expense. Automobile repair is not allowed on the premises.

SMOKE-FREE ENVIRONMENT

The "Utah Clean Air Act" states: "a person may not smoke in a building, or portion of a building that is owned, leased, or occupied by the state or any other state agency." DSC is a state - owned agency, therefore, all buildings including College Residence Halls and apartments are subject to this act. This Act also stipulates that students or their guests, who choose to smoke, must do so 25 feet away from the building.

ALCOHOL-FREE ENVIRONMENT

No individual or student regardless of age may consume alcoholic beverages at any time, in or on, property owned or operated by Dixie State College, including residence halls, apartments, parking lots, common areas, or any College facilities or grounds. The Student will be accountable for all outcomes related to their choices regarding the use of alcohol.

GUEST(S) POLICY

The Student host assumes responsibility for the behavior, conduct, and safety of themselves and their guest(s) at all time. The Student will be held responsible for all guests' actions, damages and violation of rules; guests will be subject to immediate eviction if their behavior is deemed inappropriate. Guests must be signed in with Housing and Resident Life. The length of stay permitted by properly signed-in guests is outlined in the Resident Life Handbook.

HEALTH AND SAFETY

For the safety of the Student the following are not allowed in the Student's apartment, storage areas, porches, balconies, or common areas:

1. Explosives (including firecrackers and fireworks), propane tanks, hazardous chemicals, gasoline driven vehicles of any kind, vehicle parts, heavy repair equipment or accessories to any vehicle or engine parts.
2. Open flame-burning or open-coiled items. No candles will be allowed. Candle warmers are prohibited per the State Fire Marshall.
3. The Student is prohibited from having any animals of any type in the apartments or adjacent grounds. Service or therapy animals must have written approval from the Dixie State College Disability Resource Center. See Resident Life Handbook for more information.
4. The Student's apartment shall not be sublet.
5. The Student is prohibited from tampering with any College locks or duplicating any apartment keys.
6. The Student's apartment shall not be used for commercial or solicitation purposes.

ACCESS TO APARTMENT

Housing and Resident Life shall at all times during the term of this agreement retain legal ownership and ultimate possession and control of the Student's apartment and/or College property assigned to such apartment. Housing and Resident Life reserves the right to maintain and preserve the residence halls and apartments. The Student hereby agrees that housing staff and personnel and/or College Facilities personnel may enter the Student's apartment at any reasonable time for safety inspection, maintenance, cleaning, inventories, emergencies, pest control, occupancy verification and/or general repair. Access will also be granted to any law enforcement officer possessing a valid search or arrest warrant. Housing and Resident

Life reserves the right to remove any item deemed hazardous to the building or its occupants [e.g., explosives, alcohol, chemicals, propane tanks, open flame burning items, hunting bows, weapons, etc.].

INSURANCE RESPONSIBILITY

Housing and Resident Life, its officers, employees, or agents are not responsible for the loss, damage, or destruction of the Student's personal property. If insurance coverage is desired, it is the Student's responsibility to acquire such coverage.

STUDENT NONCOMPLIANCE

In the event the Student fails to comply with the Terms and Conditions of the Housing Contract or Resident Life Handbook, Housing and Resident Life may take the following actions against the Student:

1. Cancel this agreement without a notice to cure.
2. Serve notice to vacate the premises pursuant to applicable College policies and state laws.
3. Take action to recover the cost of damage caused by the Student and/or his or her guest(s).
4. Utilize any and all remedies, including equitable and legal, judicial and/or administrative reliefs, which are available.

COLLECTION EXPENSES

Any collection cost incurred by Housing and Resident Life in closing the Student's account will be assessed to the Student and will become part of the Student's total College financial obligation. If the Student's account is not paid in full it will be sent to collections.

INDEMNIFICATION

To the extent authorized by law, the Student shall indemnify, save, and hold harmless the College, its employees and agents, against any and all claims, damages, liability, and court awards including costs, expenses, and attorney fees incurred as a result of any act or omission by the Student pursuant to the terms of this contract.

FEES

The Student agrees to pay all court costs and reasonable attorney's fees, whether or not court proceedings are necessary, that may be incurred in enforcement of Dixie State College's rights under this agreement.

I, the undersigned, have read and agree to the terms of this contract. I have also received a copy of the Resident Life Handbook and agree to the policies and procedures contained therein.

Name (Print) Date

Signature