

## HOUSING CONTRACT 2022/23

This Contract establishes the terms and conditions of occupancy in the apartment buildings of the Minneapolis College of Art and Design (MCAD). The MCAD Housing Handbook, the Housing Application, and the on-campus information in this packet are incorporated by reference into this Contract. By signing the Housing Application form, you agree to be bound by the terms and conditions contained herein and any other terms incorporated by reference.

The student (the “Student”) and the Minneapolis College of Art and Design (the “College”) hereby agree as follows:

### 1. PREMISES AND OCCUPANCY

The College grants the Student a revocable license to occupy one of the apartments described herein for the 2021/22 academic year. Student may take possession of the apartment on the official move-in day prior to the scheduled first day of classes and must vacate the apartment on the published move-out deadlines at the end of the academic year. This is not a lease. By this license, Student is granted a limited right to occupy the premises. Ownership and control of the apartment shall remain with the College. The relationship between College and Student is that of a licensor and licensee, respectively and it would be contrary to the parties’ intent to construe this Contract as creating or constituting a lease or as creating a landlord and tenant relationship. Assigned spaces that are not occupied by the first day of scheduled classes will be reassigned unless Student has notified the Housing Office and paid the appropriate fees.

### 2. HOUSING FEES

The Student hereby agrees to pay housing fees in two equal installments: the first prior to the onset of fall semester, the second prior to the onset of spring semester. All payments shall be made to the Accounting Office of the College. Upon failure to make any scheduled payment, this note shall become immediately due and payable at the option of the College. Residents will be responsible for all attorney’s fees and related costs and charges for the collection of any amount not paid when due. All utilities other than long distance and directory assistance telephone charges and cable television services are provided by the College and included in the cost of the Housing fee, except that electric bills in excess of \$30 per month will be charged back to the residents.

### PER PERSON HOUSING FEES FOR ACADEMIC YEAR 2022/23

\$3,280	Furnished Four-Person
\$4,330	Furnished Three-Person
\$4,790	Furnished Four-Person with Living Room
\$6,090	Furnished Two-Person with Living Room

### 3. DEPOSIT

When making application for College Housing, the Student must deposit with the College the sum of three hundred fifty dollars (\$350). This sum is a deposit securing performance by the Student of all the terms and conditions of this Contract. The deposit is refunded if the Student does not receive an assigned space in College Housing. Upon expiration of the term of this Contract, the deposit shall be returned to the Student within forty-five (45) days of check-out provided that:

- + The Student shall vacate and surrender possession of the premises in the condition required by this Contract. The Student has followed established check-in and check-out procedures, as outlined in the MCAD Housing Handbook.
- + The Student has given written notice by November 1 of intent to move out (if leaving between semesters and cancelling spring portion of Contract).
- + The Student has made no application to return to College Housing at a future date.
- + There are no outstanding debts that the Student owes the College.

#### 4. REASSIGNMENT

The College reserves the right to reassign Students to a different apartment at any time during the term of the license.

#### 5. APARTMENT CONTENTS AND DAMAGES

The College is not liable for property belonging to the Student that might be stolen, lost, or damaged. This includes belongings stored in apartment building storage areas. Property insurance (if desired) is the responsibility of the Student. The Student agrees to accept responsibility for the apartment and its contents and agrees to pay for replacement or repair costs because of damage to College property. All College furnishings must stay in their assigned apartment. Upon moving into an apartment, the Student must sign an Apartment Inspection (check-in) Form, filled out by Student and the Resident Assistant of the building, which will be used as a record of the contents and condition of the assigned apartment. The Student will be financially responsible for any differences when s/he checks out of the apartment.

Cleanliness standards will be enforced if the conditions in an apartment are such that they adversely affect pest control efforts or are deemed a health hazard.

#### 6. APARTMENT ENTRY

The College, its officials and agents have the right to enter and inspect the premises at any time without notice for reasons including, but not limited to, maintenance, health, safety and reasonable cause to believe that law or College policy is being violated.

#### 7. CANCELLATION

Cancellation prior to the first day of fall semester scheduled classes: Student may cancel this Contract prior to the first day of scheduled classes by giving written notice of cancellation to the College. If written notice of cancellation is received by the College prior to July 1, a full refund of the housing fee and deposit will be made to Student. If written notice of cancellation is received by the College after July 1, but prior to the first day of fall semester scheduled classes, the deposit will not be refunded, but a refund of the housing fee will be made to the Student.

Cancellation prior to the first day of spring semester scheduled classes by new applicants not living in College Housing during fall semester: Student may cancel this Contract prior to the first day of scheduled classes by giving written notice of cancellation to the College. If written notice of cancellation is received by the College prior to December 15, a full refund of the housing fee and deposit will be made to Student. If written notice of cancellation is received by the College after December 15, but more than 10 days prior to the first day of spring semester scheduled classes, a refund of the housing fee and half of the deposit will be made to the Student. If the College receives written notice of cancellation less than 10 days prior to the first day of scheduled classes, but prior to the first day, no refund of the deposit will be made, but a refund of the housing fee will be made to the Student.

Cancellation for spring semester by residents living in College Housing during fall semester: Student may cancel this Contract for the spring semester by giving written notice of cancellation to the College no later than November 1. If written notice of cancellation is received by the College by November 1, a full refund of the spring semester housing fee will be refunded to Student; the deposit will be refunded as provided in Section 3 above. If written notice of cancellation is received by the College after November 1, the Student shall be responsible to pay the deposit and all of the contracted housing fee unless the Student or the Housing Office finds another student who does not currently live on campus to take over the Student's Contract. If a student is found, the housing fee will be prorated and the amount of the replacement student's Contract will be refunded to Student; the deposit will be refunded as provided in Section 3 above.

Cancellation on or after the first day of scheduled classes: Student may cancel this Contract on or after the first day of scheduled classes, but Student shall be responsible to pay the deposit and all of the contracted housing fee unless the Student or the Housing Office finds another student who does not currently live on campus to take over the Student's Contract. If a student is found, the housing fee will be prorated and the amount of the replacement student's Contract will be refunded to Student; the deposit will be refunded as provided in Section 3 above.

Cancellation due to withdrawal from the College: If the Student withdraws from the College, the Contract will terminate within 48 hours of the date of withdrawal and there will be no refund of deposit. Any housing fee refund will follow the Return of Tuition Formula described in the Student Handbook.

Cancellation due to immediate removal from College Housing or expulsion or dismissal from the College: If the Student is removed from College Housing pursuant to Section 8 below or is expelled or dismissed from the College, the Contract will terminate within 48 hours of the date of official notification of removal, expulsion, or dismissal. There will be no refund of deposit and the housing fee for the semester will be forfeited.

## 8. CONDUCT POLICIES

Violation of guidelines, policies, and procedures contained in the MCAD Housing Handbook or MCAD Student Handbook, or engaging in any other behavior which is detrimental to the College or other students, is cause for immediate removal from College Housing. Included among those causes for immediate removal are as follows:

- + Possession of real or imitation weapons, firearms, or explosives (including BB and paintball guns).
- + Threatening behavior to any student or College employee.
- + Vandalism.
- + Possession, use or sale of illegal drugs, which is a violation of federal, state, and local laws.
- + Theft of or intentional damage to other student or College property.
- + Violation of the College alcohol policy.
- + Disorderly, illegal, immoral, or other improper conduct.

- + Assault (including sexual assault).
- + Sexual harassment of any student or College employee.
- + Expulsion or dismissal from the College.
- + Failure to remove unauthorized pet after second notice.
- + Tampering with mail addressed to another person.

**BY SIGNING** the Housing Application, the Student agrees to abide by the housing policies and procedures as stated in the MCAD Housing Handbook, the on-campus information in this packet, as well as the terms and conditions herein. Retain and file this Contract with your important records.