



HOUSING & FOOD SERVICE CONTRACT

- 1.0 **ELIGIBILITY:** A student residing in The Master's University (TMU) provided housing must be a current undergraduate student enrolled in nine or more units at TMU or otherwise determined eligible by the Deans. Preference will be given to students enrolled in twelve or more units. Charges for housing and food service will be applied directly to the student's account and billed according to student account policies.
- 2.0 **TERM OF CONTRACT:**
The term of this contract is for the Fall or Spring semester(s) in which the student is enrolled and residing in TMU provided housing.
- 3.0 **CONTRACT ASSIGNMENT:**
This contract and the right of occupancy hereby conferred are not transferable or assignable.
- 4.0 **CANCELLATION OF CONTRACT**
 - 4.1 This contract CANNOT be terminated or canceled by the student prior to the end of the semester unless the student meets the conditions described herein.
 - 4.2 A cancellation will release TMU from its responsibility to lease the premises to the student as described herein, but does not release the student from the obligation to pay the university for such lease. Cancellations will result in minimum forfeiture of student housing deposit of \$300 and a maximum forfeiture of the semester cost of housing unless all cancellation procedures as described herein are followed by the student.
 - 4.3 This contract may be canceled by TMU at its sole discretion if at any time the student does not meet eligibility as defined herein.
 - 4.4 Requests to cancel this contract shall be made by the student in writing to the Deans.
 - 4.5 The student may apply for cancellation of this contract for any of the following reasons:
 - 4.5.1 The student fails to attend TMU.
 - 4.5.2 The student withdraws from TMU and provides verification from the Registrar's Office. Such withdrawal from classes does not automatically cancel this contract. The student must still request cancellation from the Deans.
 - 4.5.3 The student demonstrates to TMU that Room and Board charges would make enrollment at TMU an undue hardship on the student. Such demonstration must be detailed in writing to the Deans and will be verified by the Office of Financial Aid. Cancellation will be the sole discretion of the Deans.
 - 4.5.4 The student is married during the term of contract.
 - 4.6 Cancellation will not take effect until the student properly checks out of any room into which he/she has been assigned.
 - 4.7 In the case that a student requests and is granted cancellation prior to occupying the dormitory, he/she will be released of any lease payment obligation. If a student has

occupied the dormitory prior to being granted cancellation, the student will forfeit the housing deposit and be responsible for a pro-rated lease payment based on the amount of time lived in the dorm. This amount may be waived or adjusted by Student Accounts.

- 4.8 Students who do not fulfill their contract obligations and/or do not properly cancel their contract will be responsible for the full semester lease payment obligation.
- 5.0 **DAMAGES AND COSTS:** The student is individually liable for loss or damages to the assigned residence and its furnishings. The student agrees to pay for damages, lost property or unnecessary service costs caused to the residence halls because of their actions, intentional or accidental. Any costs will be charged directly to the student's account.
- 6.0 **LIABILITY:** TMU cannot assume responsibility for any claim for damages sustained by residents or others in their room as a result of their or others acts or omissions, relating to any changes or modifications made to their room or furnishings, such as, but not limited to, the construction or modification of bunk beds, bookshelves, lofts, partitions or other structures.
- 6.1 *TMU assumes no responsibility for any loss due to theft of personal property of students or their guests, or any damage to property by fire, water, vandalism, or any other cause.*
- 6.2 *Personal belongings are brought to campus at personal risk*
- 6.3 It is the responsibility of the student to properly secure and store personal property during the term of this contract. It is also the responsibility of the student (and/or an authorized agent) to properly remove and transport their goods upon conclusion of this contract.
- 7.0 **MANDATORY BOARD:** Conditions of this contract apply to both room and board. Assignment of students to TMU housing includes a mandatory meal plan. Failure to register for or to use the meal plan does not cancel the board portion of this contract. Credit will not be granted for meals not taken. Meals will not be provided during Thanksgiving Break or Spring Break. The board portion of this contract is personal and may not be sold or transferred. Board may be cancelled only by one of the following: approval to cancel the semester lease obligation (as described above), or medical necessity for meal plan exemption as approved the Office of Disability Services (ODS). In the case of an approved cancellation of this contract, meals will be refunded on a pro-rated basis corresponding to the number of dining days remaining in the term.
- 8.0 **OCCUPANCY**
- 8.1 The student is under contract for the entire SEMESTER as described in the TERM OF CONTRACT section of this contract. It is the responsibility of the student to move his/her personal belongings into locked storage space provided if requested by TMU.
- 8.2 TMU reserves the right to reassign students requesting housing during breaks to an alternate room on campus to accommodate conference-housing needs.
- 9.0 **CONDUCT:** The student is required to abide by the biblical mandates and University policies as outlined in TMU Student Handbook and enforced by the Department of Student Life.
- 10.0 **REFUND POLICY:**
- 10.1 The official TMU refund policy, as posted on the TMU website, does not supersede or replace the terms of this document.
- 10.2 Pro-rations and/or refunds will not apply if circumstances require alteration of the term dates or changes in class modalities.