



## Terms of Agreement

1. **License not a lease:** This agreement is a license and not a lease. It creates no exclusive right on the part of the student to occupy any particular portion of LSTC property. The College may assign and reassign the student to specific student housing whenever, in the College's sole discretion, it deems such action necessary or desirable. As a licensee hereunder the student may not assign any rights or obligations created by this license agreement.
2. **Eligibility:** To be eligible to occupy LSTC cottages the student must be enrolled at Linn State Technical College.
3. **Term:** The term of this agreement is for an **ENTIRE ACADEMIC YEAR** or for the remainder of an academic year if entered into subsequent to the beginning of the academic year. The academic year consists of fall and spring semesters and does not include the summer sessions (except HEO majors).
  - a. Student housing may be occupied and must be vacated in accordance with the schedule issued by the Office of College Housing. The student agrees to comply with the aforesaid schedule. Most student housing will be closed during breaks and vacation periods. Should the student require housing at the College during such periods, arrangements may be made through the Resident Manager for special circumstances.
  - b. Failure to occupy assigned housing by 8:00 a.m. on the second day of classes of either semester will constitute cancellation of this agreement during that year and the student hereby agrees to be bound by and to comply with the cancellation provisions set forth in paragraph 8 thereof.
4. **Assignments:** The College will attempt to honor the preferences expressed by the student for a room assignment but reserves the right to (re) assign the student to other rooms when necessary.
5. **Housing Fees:** The student agrees to pay housing and board fees as established by the LSTC Board of Regents. Student housing facilities are operated on a non-profit basis by the College, and the rates are established at the level the Board of Regents, in its sole discretion, believe is required to meet current and long range expenses. Should the income from student occupancy be less than that required to meet such expenses, the College reserves the right to increase the established rate for the year by up to, but no more than, 15% effective the summer semester.
6. **Personal Property:** The student hereby agrees that any and all of the student's personal property or property of third parties in the student's custody or possession which may be present upon the College's premises shall be the sole responsibility of the student. The student does hereby waive any and all claims against and does hereby agree to indemnify, defend and hold harmless the Board of Regents of LSTC, its officers, agents and employees for loss, damage or destruction of residents property for any cause whatsoever. **Students are advised to procure their own insurance against such eventualities.** All personal property must be removed from the student's room no later than the last day of occupancy and the student hereby surrenders all claims to and abandons any property remaining on the premises after such date.
7. **Damages Deposit:** A \$350 damages deposit is required to accompany all applications for LSTC residence halls and will be retained by LSTC for so long as the student resides in any LSTC cottage. Unless the deposit is forfeited under any of the terms of this agreement, the deposit, less any assessment for damages, or outstanding College charges, will be refunded to the student following termination of the cottage agreements by the student and inspection of the premises and property by representatives of the College. The student agrees to be responsible for any cost of repair or defacement or damage to the room or rooms, the cottages, common areas and all College furnishings or property within the housing complex that are damaged or destroyed by the student or his/her guests. The student specifically agrees to be responsible for any damage or defacement to his/her assigned room regardless of who caused the damage or defacement. Cleaning/damage costs may exceed the \$350 deposit. Residents are required to clean thoroughly before moving out.
8. **Cancellation and Termination: (PLEASE READ ENTIRE SECTION)**
  - a. **Prior to the agreement period:** A written request of cancellation of this agreement by the student that is **received and approved** by the Resident Manager of College Housing postmarked on or before July 1, for Fall Semester will result in a refund of the security deposit. A student signing an agreement beginning with the Spring Semester will have until November 15, to request the cancellation and refund of the deposit. A student signing an agreement beginning with the summer semester will have until April 15th to request the cancellation and refund of the deposit. **A REQUEST RECEIVED AFTER THESE DATES WILL RESULT IN THE FORFEITURE OF THE SECURITY DEPOSIT BY THE STUDENTS. Should the agreement be signed after July 1 (for fall) or November 15 (for spring), April 15 (for summer), and then canceled, the deposit will be forfeited.**
  - b. **Mid-term withdrawal or cancellation.** (This includes leaving after the Fall Semester if signed up for multiple sessions.)

**Voluntary withdrawal from the College:** If the student voluntarily withdraws from the College during the term of this agreement, the student will forfeit the security deposit and agrees to pay for (1) room and board occupancy to the date of withdrawal in accordance with the College refund policy. In accordance with the set dates in paragraph 8A a written letter requesting renewal must be signed by the Resident Manager and the resident to secure their space for the next semester.

**Cancellation by student remaining enrolled at the College:** If the student voluntarily requests cancellation of this agreement, and remains enrolled at the College, the student shall forfeit the security deposit and further agrees to pay for room occupancy to the effective date of cancellation in accordance with the College refund policy.
  - c. **Termination for violation of College regulations:** The student hereby consents and agrees to obey and abide by all LSTC policies and regulations governing occupants of housing facilities and recognizes the right of the College to terminate this agreement for breach of any such College policies and regulations. In the event of termination of the agreement by the College as a result of the student violating College regulations, the student will be liable for room occupancy charges and meal costs incurred up to the time of termination of occupancy. The security deposit will be forfeited. The College reserves the right to make changes in any and all such policies and regulations.
  - d. **Room and Board Refund Schedule:** Prior to moving in, 100% refund; after first day through the seventh day, 75% refund; eighth day through 14th day; 50%; 15th day through 21st day; 25%; 22nd day on 0%.
9. **Vacation of Premises:** In the event of cancellation or termination of this agreement, the student hereby agrees to vacate all LSTC housing facilities within 48 hours of notification of such cancellation or termination. The student further agrees to vacate all housing facilities prior to the date and time of closing of such facilities as stated in the schedule issued by the College. This includes vacation/break periods. If student is declared a No-Show (as stated in 3-B), the deposit will be forfeited with no other penalty.
10. **Room Entry:** The College reserved the right for authorized College representatives to enter all rooms without prior student approval for housekeeping purposes, repair or maintenance, health, safety, or disciplinary reasons.
11. **Missouri Agreement:** This agreement is a Missouri agreement and shall be construed and interpreted in accordance with the laws of the State of Missouri. The parties agree that any suit filed regarding this agreement may only be filed in the Circuit Court of Osage County, Missouri.

Equal Education and Employment Opportunity

**IMPORTANT NOTE:** Insurance is the responsibility of the student to cover #6 above.