

# TERMS AND CONDITIONS OF THE CONTRACT

## 1. PARTIES AND AGREEMENTS

This contract is an agreement between Fort Scott Community College hereinafter referred to as "The College," and the student. If the student is under 18 years of age at the time of signing this contract, this contract is also an agreement between the College and his/her parents, guardian, or other guarantor. The parties to this contract in consideration of the mutual covenants and regulations set out herein agree as follows:

- A. The College agrees to furnish a dorm room and food service to the student in accordance with the terms of this contract.
- B. The student (if the student is under 18 years of age, the parent, guardian, or other guarantor) agrees to pay the College a dorm room and food service fee in accordance with the terms of this contract. The student also agrees to pay such fees and charges as required by the terms of this contract.
- C. The College reserves the right to refuse to accept a Dorm Contract, in situations where appropriate, supporting circumstances exist.

## 2. ELIGIBILITY REQUIREMENTS

All full time students are eligible to reside in a dorm. Full time student is defined as those students enrolled in twelve hours or more and paying full tuition and fees. All eligible students must maintain a cumulative grade point average (CGPA) of at least 2.00 for their first semester at FSCC and a CGPA of at least 2.00 for each semester at FSCC. Exceptions must be approved by the Dean of Student Services.

## 3. REQUIRED FEES

An application fee of \$125.00 must be paid before a Residence Hall Contract will be processed. This application fee is non-refundable after August 1 for the Fall Semester and January 1 for the Spring Semester. To cancel please send a written request to receive a refund on your fee.

## 4. PAYMENT, LATE FEES, STATEMENTS

- A. Payments are to be paid to the College for a dorm room and food service and also for properly billed charges in accordance with the rate and payment schedule specified in this contract. Payments under the Full Payment Plan are due on or before August 20, 2018 for the Fall 2018 semester and on or before January 14, 2019 for the Spring 2019 semester.
- B. If charges remain unpaid, meal service may be interrupted, and procedures to evict the student from the dorm will be initiated. Students evicted for non-payment are subject to the Termination by College fees as described in this contract.
- C. Students can access their account balances electronically through their individual GIZMO account on the FSCC Website. It is the student's responsibility to check his/her account balance regularly. This is the only account information that a student will receive from the College.
- D. Any student who is permitted and/or authorized to occupy the Dorm outside the dates of this contract (i.e., early arrival, interim, etc.) is subject to and responsible for all additional charges associated with that occupancy.

## 5. FINANCIAL AID/SCHOLARSHIPS

Per federal regulations, all financial aid and scholarship recipients must apply the remaining portion of their award, after tuition, to their Dorm Contract (regardless of payment plan chosen). The application of financial aid and scholarship awards supersedes the selected payment plan. Any balance due after financial aid and scholarships are applied must be paid according to the selected payment plan.

## 6. OCCUPANCY PROVISIONS

Dorm accommodations are rented to the student for the specific purpose of personal residence and may not be sublet or used by residents or outside agencies for any commercial purposes. This contract is not transferable.

## 7. ASSIGNMENTS

- A. AUTHORITY. The College reserves the right to make room assignments.
- B. CONSOLIDATION. The College reserves the right to consolidate occupants of rooms to any other space within the Dorm system. Students who fail to consolidate are subject to possible disciplinary action and/or additional charges.

## 8. VACATING

- A. POLICY. Upon termination of this contract for any reason, the student must vacate the dorm no later than the deadline set by the Dorm Director or designated representative.
- B. PROCEDURES. The student must follow checkout procedures outlined in the Dorm Handbook. Students who do not properly checkout will be assessed a \$100.00 administrative fee and any other fees resulting from the failure to follow checkout procedures.

## 9. LIABILITY

- A. PROPERTY. The College will not be liable for theft, loss or damage to property of the student, including loss from fire, flood, wind, or acts of God. The College will not be liable for property left in the building after the student vacates (or is expected to vacate). The College reserves the right to dispose of such property through any manner it deems appropriate. Students are encouraged to carry renter's insurance.
- B. PERSONAL INJURY. Students are encouraged to carry medical insurance. The College will not be liable for injuries or deaths which occur within its buildings or grounds.

## 10. RIGHT OF ENTRY

The College reserves the right for College personnel to enter the student's room for any purpose connected with the overall administration of the College. The right of entry is discussed in detail in the Dorm Handbook under Search of Students Rooms.

## 11. CANCELLATION OF CONTRACT BY THE STUDENT

- A. Students may cancel their contract at any time subject to appropriate cancellation fees (outlined as follows). The student may remain on the food service plan. Exceptions must be approved by the Dean of Student Services.

### Notification Date

08/20/18 to 05/17/19 \$ Prorate for time occupied plus 25% of remaining contract

All notification regarding cancellation must be in writing and made directly to the Dorm director or designated representative. Prior to check-in, notification date will be determined by postmark or by date of delivery to the Dorm Director or designated representative. All cancellations must be approved by the Dorm Director or designated representative after check-in. After check-in, the official cancellation date will be determined when all of the following are completed; signed cancellation request is submitted to the Dorm Director or designated representative and is approved, proper checkout with dorm staff, personal items removed, and all keys and access cards returned. This date serves as the ending date for prorate and other properly billed charges.

- B. Cancellation fees may be waived for a student who:

1. Graduates from FSCC
2. Becomes married (copy of marriage license required.)
3. Is a varsity athlete, in good standing, and is "placed" by his/her head coach into a varsity athletic program at a four-year school. Approval of the Dean of Student Services is required.
4. Suffers a catastrophic loss resulting from events beyond the control of the student. Approval of Dean of Student Services.

Final approval from the Dorm Director or designated representative will be required before these fees may be waived. Other fees associated with cancellation of contract and other properly billed charges will apply.

## 12. TERMINATION OF CONTRACT BY THE COLLEGE (fees will apply)

- A. The College may terminate this contract if the student fails to fulfill financial obligations specified in this contract or if the student violates any of the terms of this contract or published College or Dorm policy. In such cases, the student will be charged a cancellation fee of prorate for the time occupied plus 25% of the remainder of contract price. Exceptions must be approved by the Dean of Students Services.
- B. The College may terminate this contract if the student is charged or convicted of a crime or crimes against persons or involving any other conduct that may threaten the safety or security of other residents. In such cases, the student will be charged a cancellation fee of prorate for the time occupied plus 25% of the remainder of contract price. Exceptions must be approved by the Dean of Students Services.
- C. The College may terminate this contract if the room or dorm should become uninhabitable because of damage or destruction by fire or other casualty or if the student loses status as an enrolled student for any reason. In such case, the resident will be charged room and board fees for the time occupied in residence and cancellation fees (if applicable). Exceptions must be approved by the Dean of Students Services.

## 13. SERVICES BY COLLEGE

The College agrees to provide utilities at no additional cost to the student. The student agrees to use the utilities in a conservative, economic, and efficient manner. Unpredictable weather patterns relative to atmospheric temperature may result in times where interior temperatures are less than optimal while procedures to commence heating and/or cooling are implemented. The College will not be liable for any delay or interruption in services (including heating or air-conditioning, cable TV, wireless internet, computers in the labs, etc.) resulting from causes beyond its control, and such interruptions will not relieve the student from the obligation of this contract.

## 14. CONTRACT ENFORCEMENT

- A. WAIVE. The failure of the College to insist upon a strict performance of any term or condition of this contract or to exercise any right conferred by this contract will not be considered a relinquishment of the right to do so nor will it affect any other contract obligation or responsibility.
- B. VALIDITY. If any section or subsection of this contract becomes invalid, this will not affect the validity of the remainder of this contract.

## 15. RULES AND REGULATIONS

Upon signature of the contract, the student agrees to abide by all College and College Dorm rules, regulations, and policies, including those contained in regards to the Dorm Handbook. These rules, regulations, and policies, along with any reasonable alterations, communicated, in writing, to residents, will be considered a part of this contract with the same force and effect as though written herein.

## 16. RESTITUTION

A full and complete reimbursement for damage, destruction, or misappropriation of the property of Fort Scott Community College or of others. This restitution may take the form of appropriate service, financial payment, or other compensation. Failure to make arrangements for restitution within the specified time may result in further sanctions.