The following Terms and Conditions are included as a part of the Housing Contract (Contract) between State Fair Community College (SFCC) and the Student submitting the housing application or the Student's parent or guardian if the student is under 18 years of age.

1. **DEFINITIONS:** In this Contract, the following definitions apply:
    a. **Academic Year** means the **Fall and Spring** academic semesters.
    b. **Campus Housing Complex or Residence Hall** means either of the facilities located on Roadrunner Drive.
        i. **Campus Housing Complex:** 1870 Roadrunner Drive
        ii. **Residence Hall:** 1830 Roadrunner Drive
    c. **Campus Housing** means both Campus Housing Facilities.
    d. **Student** means the individual, enrolled in courses at SFCC, who will be occupying Campus Housing and is entering into the Contract.
    e. **State Fair Community College (SFCC)** means the Board of Trustees of State Fair Community College and its authorized officers and employees.
2. **TERM:** This housing contract is an agreement for the **entire** Academic Year for Campus Housing (as defined herein), or the remaining portion of the Academic Year based on the date of the Student's initial occupancy ("Contract Term"). The associated costs for room and board (meals) under this contract are billed in two increments that coincide with semester start dates. Students will be financially responsible for all charges for the Academic Year regardless of removal from Campus Housing, unsuccessful grades, withdrawal from the college, or for other reasons the student chooses to voluntarily leave Campus Housing. To understand the fee assessment for early termination of the housing contract see Section 18. **Initial** _____
3. **ELIGIBILITY:** SFCC admission and enrollment do not guarantee occupancy for Campus Housing. A student must be at least seventeen (17) years of age at the time of commencement of Campus Housing occupancy.
4. **USE OF ASSIGNED ROOM:** Students must occupy the room to which they are assigned and may not allow another person who is not assigned to that room by the College to live there. Rooms are for residential use only and Students may not use their assigned room for any commercial purpose. Students who violate this paragraph may be subject to disciplinary action by the College and additional housing fees.
5. **SFCC BREAK PERIODS:** Along with all SFCC facilities, Campus Housing will close during SFCC scheduled breaks, such as Thanksgiving Break, Winter Break and Spring Break. During these scheduled breaks food service will not be available. Students who wish to remain in Campus Housing during scheduled breaks must be in good standing with SFCC and coordinate with the Director of Residential Life in writing. Students who wish to reside on campus during

Winter Break must be enrolled for Spring courses or have special approval from the Director of Residential Life. During some extended holiday weekends (such as President's Day or Spring Holiday) Campus Housing may remain open and have limited food service. SFCC reserves the right to modify scheduled break periods with reasonable notice for Campus Housing residents.

6. **APPLICATION FEE:** A non-refundable application fee of Fifty Dollars ($50.00) is required upon completion of the Campus Housing application and prior to the execution of this contract. Returning students in good standing with Campus Housing may have their application fee waived for subsequent semesters.
7. **COSTS AND PAYMENTS:** SFCC, by formal action of the Board of Trustees, shall set the fees for room and board, which will be published on the SFCC website (https://www.sfccmo.edu/campus-life/living-on- campus/about-the-rooms/) annually. Amounts required by the Contract will be reflected on Student's college account based on the room type and meal plan selected, with the full balance broken into two payments. Payments are to be paid to the SFCC Business Office or on the Experience student portal and are due on or before November 1 for the fall semester and April 1 for the spring semester. Failure to pay room and board costs before the deadline could block a student's ability to enroll in subsequent semesters. If Student believes there is an error in billing, or if Student needs more information regarding a transaction on the bill related to Campus Housing costs, the student should notify the Student Life staff as quickly as possible at housing@sfccmo.edu.
8. **CAMPUS HOUSING ASSIGNMENTS:** Student understands the Contract is for any SFCC student housing accommodations and not a specific Campus Housing room. SFCC has the right to alter room assignments at any time. Student understands that the Student may be required to move to another Campus Housing room, or that a new roommate may be assigned due to student housing vacancies. In case of vacancy, Student will occupy only half of the assigned room; and if Student occupies the entire premises, Student agrees to pay the single Campus Housing room rate. The Student agrees to accept all roommates assigned to the Campus Housing room. Campus Housing roommate requests are honored to the extent possible but are not guaranteed.
9. **STUDENT BEHAVIOR IN CAMPUS HOUSING:** Student agrees to abide by the laws of the State of Missouri; the ordinances of the City of Sedalia; and the policies of SFCC including, but not limited to, the SFCC Student Code of Conduct. Additionally, the Student is responsible for the policies and procedures set forth in the Guide to Residence Life and complying with the directives of Student Life staff. Such policies and procedures are subject to change by SFCC at the discretion of college administration. Failure of Student to comply with and observe any such rules, regulations, policies, codes, or procedures could jeopardize Student's eligibility for student housing, termination of the Contract, or subject Student to Student Conduct charges and consequences. SFCC's policies affecting student behavior and/or Campus Housing are

subject to changes and additions at the discretion of SFCC. All changes to SFCC policy relating to the Contract and/or a student's residency in Campus Housing is effective and binding on the student as of the effective date of the policy change.

10. **HOUSEKEEPING SERVICES:** The College will provide housekeeping services in the hallway and in all common areas. Student shall be responsible for maintaining the cleanliness of their assigned room to acceptable standards as determined by Student Life staff.
11. **MAINTENANCE:** Student agrees that the Student is liable for full payment for any loss or damage to Campus Housing room including but not limited to furnishings, public use areas, or any other materials provided to the Student by SFCC. The Student may also be charged all or a portion of damages to Campus Housing public areas where responsible parties cannot be identified. The Student may not remove college property from Campus Housing including, but not limited to, rooms, lounges, hallways, or public areas. The Student agrees to assume and bear the risk of loss with regard to all personal property kept or maintained in Campus Housing. SFCC does not carry property insurance covering any such loss and assumes no responsibility for the payment of any such loss. All students are encouraged to keep their rooms locked and their valuables secured at all times. The Student shall take reasonable care of the Student's premises and the accessories, equipment and fixtures therein. The Student shall keep the room in good order and sanitary condition and shall return the same at the expiration or other termination of the Contract in as good condition as when received, ordinary wear and damage or destruction not caused by negligent or willful acts or omissions of Student expected. Student shall use, operate and maintain the equipment furnished by SFCC in accordance with the directions of the manufacturer and such additional instructions provided to the Student.
12. **CHECKOUT AND VACATION OF ROOM:** Student must complete the prescribed checkout procedures and vacate their assigned room by the date and time established by Student Life. Failing to check out properly will result in an improper checkout fee. Students who fail to vacate their room and complete checkout procedures by the established deadline may incur prorated room and board charges. Student may also be required to reimburse the College for any costs incurred in removing the Student from Campus Housing.
13. **DESTRUCTION OF PREMISES:** If the assigned room is destroyed by casualty so that it may not be repaired within thirty (30) days, SFCC reserves the right to cancel the Contract by notice to Student. In the event a room becomes uninhabitable for periods of less than thirty (30) days, SFCC may either cancel the Contract by providing notice, or at its option, may elect to provide prorated credit to Student for charges incurred by Student pursuant to the Contract. In no event will SFCC's liability for uninhabitability or destruction of premises exceed the amount set forth in this paragraph. If SFCC cancels the Contract pursuant to this paragraph, Student will receive a prorated refund on amounts prepaid by Student.

14. **RIGHT TO ENTER, INSPECT, REPAIR, AND MAINTAIN:** As SFCC deems reasonable, appropriate, or necessary, SFCC employees, or designated agents, shall have the right to enter and inspect the premises during reasonable hours, and upon reasonable notice to (1) maintain the building(s); (2) make such repairs, alterations and improvements to the premises and building(s); and (3) take all actions necessary (including moving and/or disposing of Student's personal effects) to prepare the premises and building(s) for a new roommate or for occupancy by others. Any such actions undertaken by SFCC shall be executed with reasonable diligence and all portions of the premises and building affected thereby shall be restored to as good a condition as before the work. SFCC shall not be liable for inconvenience caused to Student by any such work, nor shall any entry or activity incident thereto have any effect upon the Contract or upon the obligations of Student thereunder. If entry to the premises shall be necessary on account of any emergency permissible under the terms of the Contract and Student shall not be present to open the premises, SFCC employees may enter by use of a master key or may forcibly enter, and SFCC shall incur no liability therefore provided reasonable care is given to Student's property, and such entry shall have no effect on the Contract. SFCC employees may enter a room to investigate a potential violation of rules or regulations, when reasonably necessary in accordance with college policies.
15. **LIMITATION OF LIABILITY:** Consideration being provided in permitting Student to enter into the Contract, Student hereby agrees to hold harmless and release, waive, discharge, and covenant not to sue SFCC for any and all claims for liability on account of death or injury to person or property of Student of any kind or nature whatsoever arising out of or in any way connected with Student's use, occupation, or other activity resulting from Student entering into the Contract, even though the claim or liability may arise out of the negligence or carelessness on the part of SFCC, or any third person, whether foreseen or unforeseen, known or unknown. This waiver includes any claim for injury or damage caused by weather, accumulation of snow or ice, breakage, stoppage, failure of college-provided technology services, releases of utilities, fixtures or equipment. SFCC shall not be responsible for any failure to provide housing or food service in the event conditions exist not wholly within its control including, but not limited to, fire, strikes, lock-outs, riots, weather, or other Acts of God (Force Majeure). In such event SFCC shall not be obligated to refund any amount already paid pursuant to the Contract.
16. **RESERVATION OF RIGHTS**: The College reserves the right to reject an application for Campus Housing and to terminate Student's housing contract due to Student's violation of College policies, rules, or regulations. The College also reserves the right to revise Campus Housing rules and regulations at any time.
17. **TERMINATION OF CONTRACT BY STATE FAIR COMMUNITY COLLEGE:** Upon Student's default or breach in the performance of any condition or covenant of this agreement, including Student's obligation to pay fees, the College shall be entitled to terminate this agreement by giving written notice to Student by Specifying Student's default or breech. Reasons for termination may include,

but are not limited to:

a. Student behavior while a resident of Campus Housing;
b. Student poses a safety risk to other residents;
c. Student has a detrimental effect on the community environment, or a prior history of detrimental effect as a Campus Housing resident;
d. Student has outstanding debts to SFCC; or
e. Student is not enrolled as a full-time student at any time during the Contract Term.

Following any termination of the Contract the Student must vacate the assigned room within the timeframe communicated by the SFCC. If the student fails to vacate their room upon termination of this contract by the College, Student may incur prorated room and board charges. Student may also be required to reimburse the College for any costs incurred in removing the Student from Campus Housing.

18. **DEFAULT:** SFCC reserves the right to revoke the privilege for Student's failure to comply with the terms of this Contract, or to remain a student in good standing. If Student shall vacate or abandon the premises, or if proceedings under any bankruptcy act shall be instituted by or against Student, or if default be made in the payments, or for any breach of any covenant or agreement herein contained, SFCC shall have the right to enter and take possession of the premises, and Student agrees to deliver same without process of law; and the Contract at the option of SFCC shall terminate, but the obligation of Student to pay amounts required by the Contract shall remain in full force and effect and Student shall be liable for any loss or damage to SFCC by reason of Student's failure to comply with the terms hereof. Student agrees as part of the Contract to be responsible for all costs and expenses incurred by SFCC in enforcing the Contract, including a reasonable attorney's fee. The Contract and all rights of the parties thereunder shall be governed by the laws of the State of Missouri. Any action to enforce the obligations contained within the Contract must be brought in the Circuit Court of Pettis County.

Except, where Student shall vacate or abandon the premises or lose possession as a result of breach of any covenant or agreement herein contained, SFCC may or may not, in its sole discretion, elect to accept as liquidated damages, the parties agreeing that in some circumstances actual damages are difficult, if not impossible, to ascertain, the following amounts:

For all Campus Housing students: if written cancellation (sent directly to housing@sfccmo.edu) is received and accepted by the Director of Residential Life, or designee, by 11:59 p.m. August 7, 2026, no fees will be assessed. From August 8, 2026, and until the first day of the academic year, a One-Hundred Dollar ($100.00) fee will be assessed for late cancellation.

For all Campus Housing students: if written cancellation (sent directly to housing@sfccmo.edu) is received and accepted by the Director of Residential Life or designee during the first seven (7) days of the first semester of residence during the Contract, 50% of the entire semester room fee and meal charges will be assessed, and the second semester charges will be waived.

During any point following the first seven (7) days of the first semester of residence during the Contract 100% of the entire Contract room fee and meal charges will be assessed.

19. **MENINGITIS REQUIREMENT:** In accordance with Missouri Law (RSMo 174.335), every public institution of higher education in Missouri must require all students who reside in on-campus housing to have received the CDC Advisory Committee's recommended meningococcal vaccine within five (5) years of enrollment unless a signed statement of medical or religious exemption is on file with the institution's administration. Under SFCC policies, before a student is issued an assignment to Campus Housing the Student must satisfy this requirement or present an approved exemption.
20. **DISTRIBUTION OF STUDENT CONTACT INFORMATION:** By executing the Contract, Student hereby consents that SFCC is authorized to reasonably disclose the Student's permanent address and phone number (Student Contact Information) to all assigned roommates and suitemates, according to the final Campus Housing assignments.
21. **SFCC NON-DISCRIMINATION POLICY STATEMENT:** State Fair Community College does not discriminate on the basis of race, color, national origin, sex, disability, religion, sexual orientation, veteran status, or age in its programs and activities or in employment. The following persons have been designated to handle inquiries regarding the non-discrimination policy: Director of Human Resources, Hopkins Student Services Center, (660) 596-7484, or Dean of Student Services, Hopkins Student Services Center, (660) 596-7393. The Hopkins Center is located on SFCC's Sedalia campus at 3201 W. 16th St., Sedalia, MO 65301. Inquiries also may be directed to the U.S. Department of Education, Office of Civil Rights at OCR.KansasCity@ed.gov.

Interested persons may obtain information as to the existence and location of services, activities and facilities at State Fair Community College that are accessible to and usable by persons with disabilities by contacting the Disability Resource Center, Yeater Learning Center, Room 159, SFCC, 3201 W. 16th Street, Sedalia, MO 65301, (660) 530-5832.

Student Signature

Parent/Guardian Signature
(ONLY REQUIRED if student is under 18)