

**TERMS AND CONDITIONS OF GUEST HOUSING CONTRACT**  
**(last modified September 9, 2025)**

The following Terms and Conditions are included as a part of the Housing Contract (Contract)  
between Drury University and the Guests of Drury University Guest housing.

**1. DEFINITIONS:** In this Contract, the following definitions apply:

**Guest Stay** means the duration of stay agreed upon in the guest agreement.

**Residence Hall** means any of the following: Wallace Hall, Lydy Suites, or Sunderland Hall.

**University Apartments** means any of the following: College Park, Manley, Jefferson Park, Summit Park, or University Suites.

**University Housing** means both Residence Halls and University Apartments.

**Guest** means the individual who will be occupying University Housing and is entering into the Contract

**Drury University** means the Board of Trustees of Drury University and its authorized officers and employees.

- 2. TERM:** Unless terminated earlier pursuant to the Contract, the Contract is for the entire Guest Stay for University Housing (as defined herein), or the remaining portion of the Guest Stay based on the date of the Guest's initial occupancy ("Contract Term"). For each day Guest withholds possession of room or apartment after stated vacation/break policy has expired or termination of Contract, Guest shall pay to Drury University the daily rate for that room or apartment.
- 3. ELIGIBILITY:** Drury University admission and enrollment do not guarantee occupancy for on-campus University Housing. A Guest must be at least seventeen (17) years of age at the time of commencement of Residence Hall occupancy. Exceptions to the minimum age requirement will be processed through the Department of Housing and Residence Life for review by the Dean of Student's office. Approved guests under the age of seventeen (17) must be accompanied by an adult at all times. The Contract may be terminated at any time before or during the Contract Term: i) based on Guest behavior while a resident of University Housing; ii) if Guest poses a safety risk to other residents; iii) if the Guest has a detrimental effect on the community environment, or a prior history of detrimental effect as a University Housing resident; iv) if Guest has outstanding debts to Drury University; or v) if the Guest is an employee and their employment with the University ends.
- 4. DEPOSIT:** A security deposit is not required upon execution of the Contract. Guest understands and agrees that "damage" includes missing furnishings and any unusual or abnormal wear and tear, including uncleanliness, and that cleaning fees may be charged, if necessary, as a part of damages. Guest agrees to pay any default in payment of amounts required by the Contract or breach of the Contract by Guest, and Guest will additionally remain responsible for payment of all damage to premises and furnishings.
- 5. COSTS AND PAYMENTS:** Drury University shall set the fees for room and board, and Drury University shall thereafter notify Guest of the fees for the accommodations assigned (accommodations vary in size, layout, and amenities). Amounts required by the Contract will be reflected on Guest's housing confirmation. Payments are to be sent to the Housing Office or paid online through the payment portal.
- Failure to pay may result in Guest being reported to a credit service. Guest must pay the balance of the account in full upon request if the monthly payments become past due. Guest agrees to pay costs of collecting the account including reasonable attorney's fees and court costs. Guest further agrees that the venue for any action to collect the account will be in the Circuit Court of Greene County, Missouri.
- 6. GUEST BILLING RIGHTS:** If Guest believes there is an error in billing, or if Guest needs more information regarding a transaction on the bill, write Drury University at the address listed on the bill as soon as possible. Drury University must receive written notice or communication from Guest no later than sixty (60) days after receiving the first bill on which the error or problem appeared. Guest may telephone, but doing so will not preserve Guest's rights. In the letter, Guest should provide the following information: Guest name and account number; the dollar amount of the expected error; description of the error and explain, if possible, how this error occurred. If Guest needs more information, the Guest should describe the item the

Guest is not sure about. Guest does not have to pay any questioned amount while Drury University investigates, but Guest is still obligated to pay the parts of the bill that are not in question. While Drury University investigates the question, Guest cannot be reported as delinquent and no action will be taken to collect the amount in question.

7. **BOARD:** Meal plans are optional for University Guests. Food service is closed for Thanksgiving break, spring break, between semesters, and as determined by Fresh Ideas.
8. **UNIVERSITY HOUSING ASSIGNMENTS:** Guest understands the Contract is for any Drury University Guest housing accommodations and not a specific Residence Hall room or University Apartment. The University has the right to alter room assignments at any time.
9. **GUEST BEHAVIOR IN UNIVERSITY HOUSING:** Guest agrees to abide by the laws of the State of Missouri; the ordinances of the City of Springfield; and the policies of Drury University. Additionally, the Guest is responsible for the policies and procedures set forth in the *Community Standards* and complying with the directives of University Housing staff. Such policies and procedures are subject to change by Drury University. Failure of Guest to comply with and observe any such rules, regulations, policies, codes, or procedures could jeopardize Guest's eligibility for Guest housing, terminate the Contract, or subject Guest to Guest Conduct charges and consequences. Drury University's policies affecting Guest behavior and/or University Housing are subject to changes and additions at the discretion of Drury University. All changes to Drury University policy relating to the Contract and/or a Guest's residency in University Housing is effective and binding on the Guest as of the effective date of the policy change.
10. **PROHIBITION OF ALCOHOL:** For the health and safety of all Guests and residents in University Housing, GUEST acknowledges that possession or use of alcoholic beverages are prohibited.
11. **MAINTENANCE:** Guest agrees that the Guest is liable for full payment for any loss or damage to University Housing room or apartment including but not limited to, furnishings, public use areas, or any other materials provided to the Guest by Drury University. Guest may also be charged a prorated portion of damages to University Housing public areas where responsible parties cannot be identified. Guest may not remove University property from University Housing including, but not limited to, rooms, apartments, lounges, hallways, or public areas. Guest agrees to assume and bear the risk of loss with regard to all personal property kept or maintained in University Housing. Drury University does not carry property insurance covering any such loss and assumes no responsibility for the payment of any such loss. All Guests are encouraged to keep their rooms/apartments locked and their valuables secured at all times. Guest is responsible for all activities and visitors' activities taking place in University Housing. Guest shall take reasonable care of the Guest's premises and the appurtenances, equipment and fixtures therein. The Guest shall keep the room or apartment 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 Guest excepted. Guest shall use, operate and maintain the equipment furnished by Drury University in accordance with the directions of the manufacturer and such additional instructions provided to the Guest.
12. **RIGHT TO ENTER, INSPECT, REPAIR, AND MAINTAIN:** As Drury University may deem reasonable, appropriate, or necessary, Drury University 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; (2) make such repairs, alterations and improvements to the premises and building; and (3) take all actions necessary (including moving and/or disposing of Guest's personal effects) to prepare the premises and building for a new roommate or for occupancy by others. Any such actions undertaken by Drury University shall be executed with reasonable diligence and all portions of the premises and building affected thereby shall be restored to as good condition as before the work. Drury University shall not be liable for inconvenience caused to Guest by any such work, nor shall any entry or activity incident thereto have any effect upon the Contract or upon the obligations of Guest thereunder. If entry to the premises shall be necessary on account of any emergency permissible under the terms of the Contract and Guest shall not be present to open the premises, Drury University employees may enter by use of a master key or may forcibly enter, and Drury University shall incur no liability therefore provided reasonable care is given to Guest's property, and such entry shall have no effect on the Contract. Drury University officials may enter a room or apartment to investigate a potential violation of rules or regulations, when reasonably necessary in accordance with Drury University policies.

- 13. LIMITATION OF LIABILITY:** Consideration being provided in permitting Guest to enter into the Contract, Guest hereby agrees to hold harmless and release, waive, discharge, and covenant not to sue Drury University for any and all claims for liability on account of death or injury to person or property of Guest of any kind or nature whatsoever arising out of or in any way connected with Guest's use, occupation, or other activity resulting from Guest entering into the Contract, even though the claim or liability may arise out of the negligence or carelessness on the part of Drury University, 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 University provided technology services, releases of utilities, fixtures or equipment. Drury University 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 Drury University shall not be obligated to refund any amount already paid pursuant to the Contract.
- 14. DESTRUCTION OF PREMISES:** If the assigned room or apartment is destroyed by casualty so that it may not be repaired within thirty (30) days, Drury University reserves the right to cancel the Contract by notice to Guest. In the event a room or apartment becomes uninhabitable for periods of less than thirty (30) days, Drury University may either cancel the Contract by providing notice, or at its option, may elect to provide prorated credit to Guest for charges incurred by Guest pursuant to the Contract. In no event will Drury University's liability for uninhabitability or destruction of premises exceed the amount set forth in this paragraph. If Drury University cancels the Contract pursuant to this paragraph, Guest will receive a *pro rata* refund on amounts prepaid by Guest.
- 15. DEFAULT:** Drury University reserves the right to revoke the privilege for Guest's failure to comply with the terms of this Contract, or to remain a Guest in good standing. If Guest shall vacate or abandon the premises, or if proceedings under any bankruptcy act shall be instituted by or against Guest, or if default be made in the payments, or for any breach of any covenant or agreement herein contained, Drury University shall have the right to enter and take possession of the premises, and Guest agrees to deliver same without process of law; and the Contract at the option of Drury University shall terminate, but the obligation of Guest to pay amounts required by the Contract shall remain in full force and effect and Guest shall be liable for any loss or damage to Drury University by reason of Guest's failure to comply with the terms hereof. Guest agrees as part of the Contract to be responsible for all costs and expenses incurred by Drury University 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. All amounts due under the Contract, including any damages for its breach, shall be paid in Greene County, Missouri. Any action to enforce the obligations contained within the Contract must be brought in Greene County, Missouri, Circuit Court. Except, where Guest shall vacate or abandon the premises or lose possession as a result of breach of any covenant or agreement herein contained, Drury University 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 parties acknowledge and agree that the above-stated liquidated damage amounts may be in addition to any application of security deposit as authorized by the Contract and by law, plus attorney's fees, expenses, and costs. If liquidated damages are accepted under certain mutually agreed upon conditions, any deviation from said conditions will be cause for the Contract to be retroactively reinstated and all costs associated with the reinstatement will be billed to Guest accordingly.
- 16. ASSIGNMENT:** Guest shall not assign the Contract or any interest thereunder, or allow anyone to come in through, with or under Guest, without advance written consent of Drury University in each and every such instance.

**17. DRURY UNIVERSITY NON-DISCRIMINATION POLICY STATEMENT:** Drury University is a community of people with respect for diversity. Drury University emphasizes the dignity and equality common to all persons and adheres to a strict non-discrimination policy regarding the treatment of individual faculty, staff, and Guests. In accord with federal law and applicable Missouri statutes, Drury University does not discriminate on the basis of race, color, national origin (including ancestry, or any other subcategory of national origin recognized by applicable law), religion, sex (including marital status, family status, pregnancy, sexual orientation, gender identity, gender expression, or any other subcategory of sex recognized by applicable law), age, disability, veteran status, genetic information, or any other basis protected by applicable law in employment or in any program or activity offered or sponsored by the University. Sex discrimination encompasses sexual harassment, which includes sexual violence, and is strictly prohibited by Title IX of the Education Amendments of 1972.

This policy shall not be interpreted in a manner as to violate the legal rights of religious organizations or of military organizations associated with the Armed Forces of the United States of America.