

# UNIVERSITY OF PITTSBURGH AT GREENSBURG HOUSING AND FOOD SERVICE APPLICATION AND CONTRACT FALL AND SPRING TERMS 2007 – 2008

This Housing and Food Service Contract is a legal agreement between the individual student and/or parent, herein referred to as “Student,” and the University of Pittsburgh at Greensburg, herein referred to as “University.”

## TERMS AND CONDITIONS:

1. Eligibility - To be eligible to live in University Housing, an individual must be a full-time registered University student in good standing. If at any time during the term of this contract the Student’s status changes from full-time to less than full-time, or if the student’s eligibility is affected by proceedings under the Student Code of Conduct, this contract may be terminated by the University as set forth below. The University reserves the right not to accept an application for housing if the individual has been found in violation of residence hall policies.
2. Contract Term - This contract is for both the Fall and Spring terms while the University is in session and cannot be cancelled or terminated by the Student except as set forth in this agreement. If this agreement is entered into after the start of the Fall term, this agreement applies only to the balance of the term(s) as applicable. If this contract is not returned to the Office of Student Services by the specified due date, the University reserves the right to reject this contract. Once signed by the Student and accepted by the University, all provisions of the contract will be enforceable and shall remain in effect.
3. Occupancy – This contract provides a license for occupancy on an assigned space in University Housing for the entire academic year, except as otherwise provided herein. The Student may not occupy University Housing during periods between academic terms, during the Thanksgiving holiday and Spring Break. University Housing will not be available for occupancy prior to the check-in date announced. Students may not occupy University Housing other than as specified above. A student is considered to have taken occupancy of his/her residence space upon receipt of keys to the assigned space. Upon moving into the residence halls, each student must register with a Residence Life staff member.
4. Payment- The Student agrees to pay the prevailing room and meal plan rates (“Fees”) established by the University for the type of accommodation to which he/she is assigned and for the type of meal plan selected. All amounts due and payable to the University in connection with this contract will be billed to the Student’s account. Student agrees to pay all Fees and any other charges (including, but not limited to, damage assessments) when due according to dates set by the University. The University may cancel this contract for any unpaid amounts owed to the University.
5. Housing Deposit – A deposit in the amount of \$150.00 (the “Deposit”) is required with this contract. Except as specified in this agreement or otherwise agreed to by the University, the Deposit is non-refundable and will be applied to Spring-term Fees. If it is determined that the Student has outstanding indebtedness for current or prior terms the Deposit may be applied by the University to any such indebtedness.
6. Cancellation – If the Student attends the University during the fall and spring terms, having executed the contract, the full room and board fees for the academic year must be paid. This contract may be cancelled by providing written request for cancellation to the Office of Housing and Residence Life. Neither oral communication with the Office of Housing and Residence Life nor written communication with other offices constitutes cancellation of this contract. Canceling University registration or admission does not automatically cancel this contract. **Upon proper cancellation, pro-ration of such Fees may be made as provided herein. Notwithstanding any other provision of this contract to the contrary, if the Student is dismissed from the University for disciplinary reasons, the Student and/or parents will not be relieved of the obligation to pay all room charges and damages for the term in which the Student is dismissed. Contract cancellations for a current term received after the 10<sup>th</sup> week of that term will be assessed the full term Fees, and no pro-ration of such Fees shall occur.**

7. **Refund/Forfeiture**- A refund or pro-ration of Fees and Deposit may occur in the following situations:
  - A. A full refund of paid Fees will be made in the event of non-attendance or complete withdrawal by the Student from the University prior to the start of the Contract Term (except the Deposit, which shall be forfeited). The Deposit will be refunded for new entering students and new transfer students when notification of intent to cancel contract is received prior to the first of July for the following fall term and prior to the first of December for contracts initiated for spring term.
  - B. After occupancy in University Housing has been established by the Student, the Student may cancel the contract (except as otherwise set forth herein) and receive a partial refund or pro-ration of Fees (except the Deposit, which shall be forfeited), pro-rated beginning on the date that the Student officially surrenders use of University housing and returns all appropriate keys (room and mailbox keys) to the University staff and satisfies University mandated housing separation requirements and procedures. This provision applies in situations where the cancellation occurs after occupancy by the Student and the start of a given term (but not after the 10<sup>th</sup> week of the term), and could involve cancellation of the entire remaining Contract Term (including single term contracts) or only cancellation of the remaining current term (with the second term of the Contract Term continuing in effect), as the case may be.
  - C. When a Student has fulfilled his/her fall term obligations and cancels the contract for spring term before taking occupancy during the spring term (and provided the Student is not under any dismissal or suspension), a partial refund of paid Fees may be made (except the Deposit, which shall be forfeited). In such circumstances, the Student shall be required to pay, as an administrative fee for early cancellation of the contract, the amount of \$250.
8. **Late Arrival** – The Student must notify the Director of Housing and Residence Life in advance if his/her planned arrival date is later than the designated check-in date. Failure to do so may result in termination of this contract and forfeiture of the Deposit.
9. **Vacating** - Residence halls must be vacated on the last day of the contract, within 24 hours after discontinuance as a Student, termination of the contract by the University, or the student's last final examination of the term, whichever occurs earliest. Upon request, graduating seniors may be permitted to stay until graduation day. The University may charge a penalty to any Student who fails to vacate University Housing when specified by the University.
10. **Assignments** - This Contract does not guarantee the right of assignment to or selection of a particular type of living accommodation. The University has the sole right to assign or reassign space, to assign roommates, to consolidate vacancies and to change occupancies as it deems to be necessary.
11. **Academic and Themed Housing** – A violation of the Academic Village and/or Themed Housing Agreement(s) and/or the University Student Code of Conduct may result in loss of the Academic Village and/or Themed Housing assignment.
12. **Food Service** – The Student is required to purchase a University meal plan. Meal hours may be adjusted by the University as necessary. Food service is not provided under this agreement during periods between academic terms and during the Thanksgiving holiday and Spring Break period. Refunds will not be made for unused portions of the meal plan.
13. **Student Conduct** – Each Student is responsible for knowing and observing University policies, rules and regulations as set forth in official University publications (“University Regulations”). Student agrees to abide by (1) the terms of this Contract, (2) all laws and ordinances affecting the use and occupancy of University Housing, and (3) all University Regulations (including, but not limited to, the Student Code of Conduct and the UPG Resident Handbook) pertaining to the University and/or University Housing, as the same presently exist or as amended by the University in its sole discretion from time to time. All University Regulations are hereby incorporated in and made a part of this contract as if set out in full herein. Violations of University Regulations may result in the cancellation of the current room assignment without

refund and/or future consideration for housing accommodations.

14. Prohibited Uses and Activities - Without limiting the Student Conduct requirements set forth above, Student hereby acknowledges that the following shall not be permitted in, on, or about the Student's accommodations: unauthorized pets, air-conditioners, space heaters, any open flame cooking device or heating unit, halogen light fixtures, exterior radio/television aerials, controlled substances, waterbeds, loft beds, firecrackers, ammunition, firearms or any other weapons, and any flammable items. Extension cords are prohibited. **Smoking is not permitted in University owned buildings.**
15. Damages - The Student is absolutely and unconditionally liable, individually and jointly with other occupants, for whatever damage, regardless of cause, which occurs to the assigned accommodation and contents and furnishings therein. In all cases, the University's determination of the cost of repair shall be conclusive. Residents agree to pay for damages, lost or stolen University property, and/or service costs not due to normal wear and tear, and to the imposition of a financial hold on their account if the damage amounts are not paid. Damages or loss must be reported promptly to the residence staff. Students will be billed for damage to the building and for damaged or missing furniture and equipment, including those in common areas, based on the cost of replacement, labor and/or materials. The Student agrees that he/she is jointly responsible and will be charged an equal share of the costs for damage occurring to the public and semi-private areas, along with other resident Students, where the University cannot determine the identity of the responsible party. Damage charges which remain unpaid after the due date stated on the invoice may result in the cancellation of the current room accommodation and/or future consideration for housing accommodation and any other action deemed necessary for collection by the University. Each Student is required to complete the Room Condition/Inventory Forms within the stated time period.
16. Liability -The Student agrees that the University is not responsible for any damage or injury to the Student or his/her personal property from any act of another resident or any other person. The Student agrees that the University is not responsible or liable to the Student for any personal property that is lost, stolen or missing from University Housing. **The Student shall be responsible for having adequate and appropriate insurance (i.e., homeowners supplemental or other approved insurance) to protect against any loss or damage to the Student's personal property. Under no circumstances shall the University be liable for any damage or injury to the Student or any other individual or loss of personal property of a Student.**
17. Keys - All keys are the property of the University and cannot be duplicated, exchanged or given to another person. Failure to return keys at the completion of the contract period will result in a penalty fee. There is also a charge for replacing lost keys during the term of this contract. Keys found in the possession of anyone other than the person to whom they have been assigned will be confiscated.
18. Authorized Entry - The University reserves the right for authorized personnel to enter rooms for the purpose of maintaining sanitation and safety standards, conducting inventory and damage inspection, making repairs to rooms and furnishings, enforcing University policies, and in emergency situations, ensuring the safety and well-being of members of the University community and/or University property.
19. Termination by Student - The Student may terminate this contract for any of the following reasons:
  - a. Withdrawal due to mid-year graduation;
  - b. Participation in a University recognized study abroad program; or
  - c. Withdrawal due to involuntary military service.

In all cases, students who wish to withdraw from University Housing must complete a withdrawal form in the Office of Housing and Residence Life. If the Student complies with the requirements to terminate this Contract for one of the above-listed reasons, the Student will be refunded the full amount of his/her Housing Deposit and will only be responsible for fees and charges for the term in which the termination occurs (except for withdrawals due to involuntary military service, in which case, the fees shall be prorated for the period of term during which University Housing is occupied).

All other reasons for a contract termination are reviewed on a case-by-case basis by the Director of

Housing and Residence Life, subject to the terms and conditions stated herein. Such other terminations are not guaranteed, and appropriate documentation is required to support any such requests. If a student withdraws from University Housing for any other reason without the consent of the University, he/she will be liable for the full amount of this agreement (both Fall and Spring Terms).

20. Termination by University - The University may terminate this contract for any of the following reasons:
- a. Violation of any term or condition of this contract;
  - b. Verified withdrawal, suspension or academic dismissal of the Student from the University;
  - c. If the Student loses his or her housing privileges pursuant to proceedings under the Student Code of Conduct; or
  - d. Behavior on the part of the Student which, in the opinion of the University, poses a clear and present danger to the Student, University community or community at large.

In all cases, the Housing Deposit will be retained or charged by the University. In addition, the University may declare the entire amount of Fees (FALL and SPRING TERM), along with any other applicable charges, due under the contract to be immediately due and payable by the Student. Upon termination of this contract by the University, Student shall vacate University Housing in accordance with the terms specified by the University.