

UNIVERSITY OF PITTSBURGH AT GREENSBURG

HOUSING AND DINING SERVICES APPLICATION AND CONTRACT

This Housing and Dining Services 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, who will be age of 16 or older at the time campus residency begins. 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 as discussed below, 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. **TERM OF AGREEMENT.** This contract is a TWO-TERM commitment for University Housing and Dining Services for **BOTH** the fall 2018 and spring 2019 terms. All students living in University Housing must sign a two-term Housing and Dining Services Contract covering both the fall and spring terms. The Housing and Dining Services Contract is legally binding for both the fall and spring terms, unless the Student enters University Housing during the spring term, in which case the contract is binding for only the spring term. Execution of this contract by the Student does not guarantee University Housing. Housing assignments are dependent upon space availability and this contract shall be enforceable against the University when the University issues a University Housing assignment to the Student.
3. **OCCUPANCY.** This contract provides only a license for occupancy of an assigned space in University Housing for the entire academic year, except as otherwise provided herein. This contract shall constitute a license only and shall not be deemed to constitute a lease or to create or transfer an interest in or lien on real estate. This contract may not be assigned or transferred.

The Student may not occupy University Housing during periods between academic terms, during the Thanksgiving holiday, Winter Recess and Spring Break. The Student must vacate his/her Residence Hall within 24 hours of his/her last Final Exam at end of Fall and Spring terms. 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.

All personal belongings must be removed from University Housing by the date on which this Contract terminates. Any personal property of inherent value, as determined by University Staff, remaining in University Housing after Student's departure will be kept for 30 days after the Contract termination date. After 30 days, the property shall be considered abandoned and shall be disposed of by the University with no liability. Property deemed to not be of inherent value shall be disposed of immediately by the University with no liability. In addition, Students who fail to remove personal belongings will be liable to the University for penalties.

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. **STUDENT TERMINATION OF THE HOUSING/DINING SERVICES CONTRACT.** Subject to the terms and conditions in this section of the Contract, the Student may be permitted to terminate this Contract and not be responsible for paying the full amount of housing and dining for both terms, dependent on the reason for cancellation as well as the date of the cancellation request. In certain cases, as specified below, the University will also refund the student’s Housing Deposit, again pursuant to the reason for cancellation and compliance with the deadlines outlined below. Students must provide written requests for termination 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 termination of this Contract. Cancelling University registration or admission does not automatically terminate this Contract.

Terminations must meet the requirements and deadlines as set forth below.

CANCELLING THE ENTIRE CONTRACT BEFORE THE FALL TERM BEGINS

Student Assigned Housing:

- On or before July 1st – The Housing/Dining Services Contract can be terminated for any reason, and the Housing Deposit will be refunded.
- Between July 1st and the day the residence halls open – The Housing/Dining Services Contract can be terminated for any reason, but the Housing Deposit will be retained by the University.

Students on the Waitlist:

- The Housing/Dining Services Contract can be terminated for any reason before the student has received a housing assignment on campus, and the Housing Deposit will be refunded.
- Once waitlisted students have received an assignment, the housing can be terminated for any reason before the start of the term (Fall or Spring as applicable), but the Housing Deposit will be retained by the University.

CANCELLING THE ENTIRE CONTRACT AFTER A TERM HAS BEGUN (FALL or SPRING AS APPLICABLE)

- **After the day on which the residence halls open (as specified by the Pitt-Greensburg Academic Calendar) but on or before the Add/Drop date:** The Housing/Dining Services Contract can be terminated for certain

reasons (as outlined below), but the Housing Deposit will be retained by the University and the Student will be liable for a percentage of Housing and Dining Services Fees.

- The Student's prorated liability for the Housing Services fees will be determined by multiplying the predetermined Daily Rate of Housing Services by the number of days the student occupied the room, from the day on which the residence halls open (as specified by the Pitt-Greensburg Academic Calendar) up to and including the day on which the Student terminates this Contract and returns University keys.
 - The Daily Rate is determined on a yearly basis by the Office of Housing and Residence Life prior to the start of the fall term.
- The Student's prorated liability for the Dining Services fees will be determined by a predetermined Daily Rate for the meal plan selected by the student. From the day on which the residence halls open (as specified by the Pitt-Greensburg Academic Calendar) up to and including the day on which the Student terminates this Contract and returns University keys.
- After the term has begun but on or before the Add/Drop date, the Housing Deposit will:
 - Be retained by the University if the Student cancels their contract due to any reason, including but not limited to:
 - Resignation from the University of Pittsburgh - Greensburg
 - Transferring to another college or university
- **After the Add/Drop date**, the Contract cannot be canceled and no refunds or proration will occur, except as discussed below.
- **Please note: The Office of Housing and Residence Life is not able to release the Student from his/her contract at any point during the year in order to move off-campus or commute.**

CANCELLING THE CONTRACT FOR THE SPRING TERM BEFORE IT HAS BEGUN

The Housing/Dining Services Contract is for **BOTH** the fall and spring terms; however, the Student may terminate this Contract for the spring term for certain reasons, as long as the Student brings written verification to the Office of Housing and Residence Life by December 1st of the fall term specified by this Contract. **Please note: The Office of Housing and Residence Life is not able to release the Student from his/her contract between terms in order to move off-campus or commute.**

When termination is due to:

- Graduation
- Study Abroad with a University-approved program
- Work at an Internship

The University may refund the Housing Deposit, provided that the student cancels by December 1st and turns in a written request to cancel along with supporting documents. Supporting documents may include but are not limited to a letter from the Study Abroad office, a copy of an approved application for graduation, a letter from the Career Services confirming an internship, etc.

When termination is due to:

- Resigning from the University of Pittsburgh - Greensburg
- Transferring to another college

The University will not refund the Housing Deposit, but the student will be allowed to cancel their Contract and they will not be responsible for paying the full amount of Housing and Dining Fees for the spring term. Approval of cancellation is still dependent on the student turning in a written request to cancel along with supporting documents, which in this case might include but are not limited to a signed resignation form from the Student's advisor, the Student's acceptance letter from a new college, etc.

In all cases above, the Student who wishes to withdraw from University Housing must complete a housing cancellation form with the Office of Housing and Residence Life by December 1st of the academic year specified by this Contract.

CANCELLING THE CONTRACT DUE TO MEDICAL WITHDRAWAL FROM THE UNIVERSITY OR MILITARY SERVICE

The Housing/Dining Services Contract is for **BOTH** the fall and spring terms; however, the Student may terminate this Contract when it is due to a medical withdrawal from the University or due to military service subject to the Office of Housing and Residence Life receiving a written request to cancel along with accepted supporting documentation. The student's prorated liability hereunder will be determined as discussed above from the date the termination request is received by the Office of Housing and Residence Life. In addition, the University may refund the Housing Deposit.

All other reasons and situations for the termination of this Contract are reviewed on a case-by-case basis by the University. Terminations are not guaranteed, and appropriate documentation is required to support any such requests, subject to the discretion of the Office of Housing and Residence Life.

7. UNIVERSITY TERMINATION OF THE HOUSING/DINING SERVICES CONTRACT.

The University may terminate this Contract for any of the following reasons:

- Violation of any term or condition of this Contract;
- Verified withdrawal, suspension or academic dismissal of the Student from the University;
- If the Student loses his or her housing privileges pursuant to proceedings under the Student Code of Conduct; or
- Behavior on the part of the Student which, in the opinion of the University, poses a danger to the University community, or the community at large.

In all cases listed in Section 7 of this Contract, the Housing Deposit will be retained or charged by the University. In addition, the University may declare the entire amount of Fees (BOTH fall AND spring term), along with any other applicable charges due under this Contract, to be immediately due and payable by the Student. Upon termination of this Contract by the University, the Student shall vacate University Housing in accordance with the terms specified by the University.

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 (as specified by the Pitt-Greensburg Academic Calendar), 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. Dining 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 Pitt-Greensburg 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: 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 (i.e., holiday decorations and candles). Extension cords are prohibited. **Smoking, including vaping/e-cigarettes, 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. **CONDITION OF ROOM.** The Student agrees to keep his or her living accommodation in a clean and sanitary condition. Before moving out, Student shall remove all refuse and discarded materials, leaving the room clean. All personal belongings must be removed prior to the expiration or termination of this Contract. The University is not responsible for any personal items left in an accommodation following the year-end closing date. Any personal property of inherent value, as determined by University Staff, remaining in University Housing after Student's departure will be kept for 30 days after the Contract termination date. After 30 days, the property shall be considered abandoned and shall be disposed of by the University with no liability. Property deemed to not be of inherent value shall be disposed of immediately by the University with no liability. In addition, Students who fail to remove personal belongings will be liable to the University for penalties.
17. **FURNITURE.** University housing accommodations are provided to all students as furnished accommodations. Any student who unilaterally removes University furniture will be charged full replacement value for each piece of furniture removed from their accommodation.
The furniture and contents of any lounge facilities should not be removed from designated areas for any reason. In addition to any disciplinary action, student(s) found with common area furniture may be subject to fines and penalties.
18. **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., homeowner's 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.**
19. **COOKING.** The University will permit cooking only in the designated kitchen areas of the University Housing. In all other areas, cooking is permitted only with University approved appliances. The following appliances are prohibited: toaster ovens, microwave ovens larger than 800 watts, refrigerators larger than 4.2 cubic feet, gas grills, steamers and any open-flame cooking device or heating unit. For a complete list please reference the Resident Handbook.
20. **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.
21. **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.

22. **DISABLED STUDENTS.** A variety of facilities and services are available for students with disabilities. Students with disabilities who require adapted facilities or services should contact Disability Services in writing at 240 Millstein Library, Greensburg, PA 15601, as soon as possible to document their disabilities and their needs or requests. Students with disabilities must meet the standard guidelines for housing eligibility. For additional questions or concerns, you can contact Disability Services at 724-836-7098.

23. **MENINGITIS.** As a condition of occupancy in University Housing, Pennsylvania law requires all students living in University Housing to receive a one-time vaccination against meningococcal disease commonly known as meningitis, OR, to sign a waiver that indicates that they are choosing to decline the vaccine. The required form must be signed electronically along with the Housing/Dining Services Contract. Completion and return of this form is required for a student to receive a housing assignment. Forms may also be faxed to the Office of Housing and Residence Life at 724-836-7134.

24. **AGE.** Students under the age of 16 are not eligible to live in on-campus housing. Students must be 16 years of age at the time campus residency begins in order to be eligible for on-campus housing. Legal guardians of students under the age of 18 are required to sign the Housing/Dining Services Contract.