2012-13 Housing Agreement

This contract constitutes a non-possessory license for use of a space University housing by a full-time enrolled student at Shippensburg University, Shippensburg, Pennsylvania, and shall not be construed as a lease. If at any time during the semester a student drops below full-time (below the 12 credit minimum), he/she must contact the Housing Office to secure permission to remain in on-campus housing. University housing is defined as traditional residence halls, suites, or apartments (Stone Ridge Commons). Students who reside in university housing are required to enroll in an approved resident student meal plan with the exception of apartment residents who are not required to enroll in a meal plan. The following are the terms and conditions of this contract.

I. TERMS

The term of occupancy shall be for the entire academic year. Students graduating from the University at the end of the first semester must request housing for the fall semester only and shall be released from the second semester obligation provided they are not continuing their enrollment at the University. Entering first-year and transfer students having fewer than 30 (between 1-29) earned transfer undergraduate college level credits accepted by Shippensburg University by the first day of classes of the semester of enrollment are required to reside in university housing. Exceptions to this policy include those students who reside full-time within the home of their parents or legal guardians within 50 miles from campus based on driving directions, those who are 21years of age or older by the first day of the entering semester, those who are legally married, and those with a dependent child at home. The accommodations will be available for occupancy according to the academic calendar. All rooms must be vacated the day the University closes for vacations. In the event a student withdraws during the academic semester, the accommodations must be vacated and proper check-out completed within twenty-four (24) hours after withdrawal. Extensions due to extenuating circumstances must have the approval of the Office of Housing and Residence Life. Any and all personal belongings remaining after the termination of the contract may be removed by the University and the resident is responsible for any costs incurred.

II. PAYMENTS

The student shall pay a room deposit fee of $200.00 to reserve a space in University housing. The deposit is due in full upon signing and delivering this agreement. This $200.00 deposit shall become the property of the University and is non-refundable except students not returning to the University because of University academic dismissal will receive a $200.00 refund.

Housing agreements cannot be canceled after July 1 (Semester I) or December 1 (Semester II) of the housing agreement academic year thus requiring full financial obligation for the entire academic year room costs. Any requests to be released from housing due to special circumstances after these deadlines must be submitted in writing to the Housing Office for approval.

B. A room and board fee authorized by the Council of Trustees for each semester shall be paid according to a schedule set by the business office of the University.

C. The $200.00 room deposit fee shall be applied as a credit to the student's Semester II room charges.

D. Each student in University housing must pay a common damage fee per semester. The damage fee will be assessed to cover any damages that occur where a specific individual(s) cannot be identified in common areas. If no specific individual(s) is identified, residents of a given living area may be billed for damages which are identified to their living spaces. If this fee is not sufficient to cover the total hall damages, each student will be billed an additional percentage of the balance due. Any funds that are not used will be directed toward services for University housing.

E. Room keys are not to be duplicated except by the University locksmith. There is a cost for replacing locks in university housing when room keys are not returned. There is also a cost for replacing a mailbox key. Fees are subject to change.

III. WITHDRAWALS FROM RESIDENCE - REFUNDS

A. The room (housing) fee is refundable according to a schedule listed in the current Undergraduate Programs Bulletin. The room fee is not refundable when a student terminates occupancy in University housing except in cases of complete withdrawal from the University. Students may make a request in writing to be released from their housing agreement if moving to their permanent home address because of extraordinary financial circumstances or other emergency reasons. Any refund will be prorated according to the date the student completes the official procedures to withdraw from University housing and in accordance with the University refund policy.

B. Residents dismissed from university housing for disciplinary reasons are not eligible for a refund of the room and board fee.

C. All students who withdraw or are dismissed from University housing must officially check out of the accommodations with a residence life staff member (Resident Assistant or Residence Director). Proper check out includes completing appropriate forms, inspecting the room condition, and returning room and mailbox keys. Failing to officially check out will prolong the housing charges and/or refund.

IV. UTILITIES, HEAT, FURNISHINGS

Included with on-campus room accommodations to be supplied by the University is a reasonable amount of light, heat, and hot water. Student rooms shall be furnished by the University with a bed, mattress, drawer space, desk, desk chair, and closet space. Each room is equipped with a voice, data, and cable TV jack. Voice (basic local telephone service) will be available through the University on a subscription basis. Phone services do not allow collect or third party calls to be charged to individual rooms. Basic television cable service is provided in each room. Each room has been equipped with a computer network jack (ResNet). There are no additional charges for these services. Long distance services are accessed by using a long distance calling card. Individuals violating any tariff rules and/or regulations will be subject to punishment.

The University will provide the following furnishings in Stone Ridge Commons: bed with mattress, dresser, desk with one chair, living room furniture. A stove, oven, and full-sized refrigerator are appliances provided. Residents are responsible for paying a built-in fee for utilities (gas, electric, water, and sewer). Local phone, cable TV, and Internet services are provided at no additional charge.

V. USE OF PREMISES

The student shall not use their assigned space as a sales room, storage location for commercial activity, or conduct any type of business. The student cannot use open spaces as a single room unless authorized by the Housing Office in writing. Additional occupants shall not stay within the premises other than as assigned or allowed by University policy. The student has no right to sublet any space.

VI. EXCULPATORY CLAUSE

The University does not assume any legal obligations to pay for the loss of or damage to items of personal property of the student which occurs in its buildings, storage rooms, or on its grounds, prior to, during or subsequent to the period of the contract. The student or parents are encouraged to carry appropriate insurance to cover such losses.

VII. RULES AND REGULATIONS

The students shall comply with all sanitary laws, with rules and regulations of municipal, state, or federal authorities, and shall at all times comply with rules and regulations in force or adopted by the University relating to occupancy and use. The University reserves the right to enter a room during regularly scheduled and announced inspections to insure proper standards of health and safety for the resident(s). University officials (including the deans, residence directors, resident assistants, and Physical Plant personnel) may enter rooms in fulfilling their duties and responsibilities for supervising University housing, enforcing University rules and regulations, and performing maintenance. The University reserves the right to cancel or deny the continued occupancy of housing space for noncompliance of rules and regulations or unacceptable behavior as stated in the Student Handbook.

Pennsylvania legislation (Senate Bill 955) requires all students living in University residence halls/housing, to either have the meningitis vaccine or sign a declination statement after having received information concerning the benefits of receiving the meningitis vaccine. Students who do not either have the vaccination or sign the declination statement will not be permitted to reside in University housing.

VIII. RIGHT OF ASSIGNMENT

The contract is for space and the University reserves the right to make room assignments, temporary assignments, over- capacity assignments, consolidate vacancies by requiring residents to move, and reassignments. Students also agree to submit to binding arbitration as an objective means of resolving extreme roommate conflicts, with one possible outcome being the relocation of any and all roommates. Assignment to housing space is made without regard to race, creed, color, religion, or sexual orientation. Housing of new residents is made on a random basis. Assigned rooms may not be sublet. Students may change rooms only after first receiving authorization from the Housing Office.

IX. GUARANTEE

The guarantor(s) of the student hereby agree to be bound by the terms of this agreement and agree to indemnify the University for any and all sums which may be due hereunder by the students.

X. JOINT AND SEVERAL LIABILITIES

The student and guarantor(s) shall be individually liable, and jointly liable with other students for all damage done to rooming accommodations and furnishings therein. The student and guarantor(s) also agree to be jointly responsible with other residents for residence hall accommodations, furnishings, and equipment and to share in the payment of damages sustained. The University will assume no liability for personal injury of students who choose to utilize the bunk option of University beds. For those students who so desire, bed rails are available upon request.