

## **UNIVERSITY OF PITTSBURGH AT GREENSBURG HOUSING AND FOOD SERVICE APPLICATION AND CONTRACT**

This Housing and Food Service Contract ("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.** Only registered students regularly enrolled at or employed by the University or working on University-related and approved business may occupy University housing. Student must be registered or employed/working for the University for the entire period of this contract. 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 a commitment for a University Housing accommodation for the SUMMER TERM. This Contract cannot be cancelled or terminated by the Student except as set forth in this Contract. 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, unless terminated or cancelled by the University.
3. **OCCUPANCY.** Subject to Paragraph 9 below concerning assignments, this Contract provides only a license for occupancy of an assigned space in University Housing for the summer term, 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. University Housing will not be available for occupancy prior to the check-in dates 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 (“Fees”) established by the University for the type of accommodation to which he/she is assigned. 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. **CANCELLATION.** This Contract may be cancelled prior to either occupancy or the beginning of the term, whichever is earlier, 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 timely cancellation, a full or partial refund of room charges and 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. [note this should be in the termination not cancellation section]**
6. **REFUND/FORFEITURE.** A refund or pro-ration of Fees may occur in the following situations:
  - A. A full refund of paid Charges and Fees will be made in the event of timely cancellation as described above and non-attendance or complete withdrawal by the Student from the University prior to the start of the Contract Term.
  - B. After either occupancy or the start of the term, the Student may request to terminate the Contract (see below Termination) and may receive a partial refund or pro-ration of Fees, pro-rated beginning on the proceeding Saturday 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 end of the course add/drop period 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. However, in all cases, after a student occupies University Housing or the term begins, the Student will be charged a minimum of 4 weeks when this Contract is properly terminated by the Student.

7. **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.
8. **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. The University may charge a penalty to any Student who fails to vacate University Housing when specified by the University.
9. **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 appropriate or necessary.
10. **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.
11. **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 (i.e., holiday decorations and candles). Extension cords are prohibited. **Smoking is not permitted in University owned buildings.**
12. **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.

13. **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.
14. **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.
15. **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.**
16. **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.

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.** In all cases, students who wish to withdraw from University Housing must complete a withdrawal form in the Office of Housing and Residence Life. After occupancy or beginning of the term, the Student may seek to terminate this Contract for any of the following reasons:
- a. Withdrawal from all registered classes; or
  - b. Withdrawal due to involuntary military service

If the Student seeks 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). However, in all cases where a Student terminates the Contract for reasons other than military service, the student will be charged a minimum of four weeks fees and costs.

All other reasons for a requested 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.

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 danger to him/her self, others, the, 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, 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.

- 21. **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 the office of Housing and Residence Life in writing as soon as possible to document their disabilities and their needs or requests. Request will be sent to the office of Disability Resources and Services for review. Students with disabilities must meet the standard guidelines for housing eligibility. For additional questions or concerns, you can contact the Director of Learning Resources Center at 724-836-7098 or the Office of Housing and Residence Life at 724-836-7869.
- 22. **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/Food 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.
- 23. **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/Food Services Contract.

# UNIVERSITY OF PITTSBURGH AT GREENSBURG

## 2016 SUMMER HOUSING APPLICATION AND CONTRACT

Student's Last Name	First Name	Middle Initial	PeopleSoft Number
Address			Telephone
City, State		Zip Code	Birth Date      Age
Name and address of parent(s) or guardian(s):			Gender <input type="checkbox"/> Male <input type="checkbox"/> Female

**Please check the term(s) you wish to reside on campus.**

☐ 4 week 1   May 15 – Jun 11      ☐ 6 week 1   May 15 – Jun 25      ☐ 12 week   May 15 – Aug 6  
☐ 4 week 2   Jun 12 – Jul 10      ☐ 6 week 2   Jun 26 – Aug 6      ☐ Term      May 8 – Aug 13  
☐ 4 week 3   Jul 11 – Aug 6

Summer housing is \$145 per week. There is a 4 week minimum. Summer residents that stay for the 12 week or for the entire term will be charge \$1415.

### ROOMMATE REQUESTS

ROOMMATE(S) NAME

PEOPLESOFT #

- |          |       |
|----------|-------|
| 1. _____ | _____ |
| 2. _____ | _____ |
| 3. _____ | _____ |

All summer residents are assigned to the University Court. There are no meal plans available during the summer; however, each University Court apartment features a full kitchen.

**Summer housing applications must be submitted at least 2 weeks prior to the date student wishes to begin residency.**

**Execution of this Contract by the Student does not guarantee University Housing. Housing assignments are dependent upon space availability and behavioral issues. 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.**

**I have read and understand the terms of this Contract. I am returning a signed copy of the completed application form and this Contract.**

Signature of Student: \_\_\_\_\_

Date: \_\_\_\_\_

Print name of Student: \_\_\_\_\_

**Students under 18 years of age need a parent / guardian to sign this Housing Contract also.**

I am the parent or legal guardian of (print student name) \_\_\_\_\_, a student who has applied for university housing at the University of Pittsburgh at Greensburg. I have read and understand the terms of this Contract. I hereby accept the terms and conditions Contract on his or her behalf.

Signature of Parent  
or Legal Guardian: \_\_\_\_\_

Date: \_\_\_\_\_

Print name of Parent  
or Legal Guardian: \_\_\_\_\_

**PLEASE RETAIN A COPY OF THIS CONTRACT FOR YOUR RECORDS.**

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**The University of Pittsburgh, as an educational institution and as an employer, values equality of opportunity, human dignity, and racial/ethnic and cultural diversity. Accordingly, the university prohibits and will not engage in discrimination or harassment on the basis of race, color, religion, national origin, ancestry, sex, age, marital status, familial status, sexual orientation, disability, or status as a disabled veteran or a veteran of the Vietnam era. Further, the university will continue to take affirmative steps to support and advance these values consistent with the university's mission. This policy applies to admissions, employment, and access to and treatment in university programs and activities. This is a commitment made by the university and is in accordance with federal, state, and/or local laws and regulations.**

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# Pitt-Greensburg Office of Housing and Residence Life

## Meningococcal Vaccine Form

Name \_\_\_\_\_

Address \_\_\_\_\_

### \*\*\*PLEASE READ CAREFULLY\*\*\*

I understand that under Pennsylvania law, students enrolled in a Pennsylvania institution of higher education and who reside in University-operated student housing are required to be vaccinated against meningococcal disease or seek exemption from this law.

I have read the informational material available on either the Pitt-Greensburg Housing and/or Student Health Center websites. I acknowledge the detrimental health effects of the disease. Lastly, I have read and understand the availability and effects of the vaccine, which is available through my Primary Care Physician, or an outside agency.

#### Please check one box only

☐

**YES**, I have received the meningococcal (bacterial meningitis) vaccine.

☐

**NO**, I have not received the vaccine but intend to, or I do not wish to be vaccinated against meningococcal disease at this time and I voluntarily agree to release, discharge, indemnify, and hold harmless the University of Pittsburgh, its officers, trustees, employees, and agents from any and all costs, liabilities, expenses, claims, demands, or causes of action on account of any loss or personal injury that might result from my not being vaccinated against meningococcal disease. I have not received the meningitis vaccine as of this date, and I waive the meningitis vaccine.

**I have read and voluntarily signed this document with full knowledge of its significance. I further state that I am at least 18 years of age and competent to sign this waiver.**

Signature of Student: \_\_\_\_\_

Date: \_\_\_\_\_

Print name of Student: \_\_\_\_\_

**If student is under 18 years of age, please have a parent/guardian sign below:**

Signature of Parent/ Guardian: \_\_\_\_\_

Date: \_\_\_\_\_

Print name of Parent/ Guardian: \_\_\_\_\_

**MAIL TO:** Housing Office  
219 Chambers Hall  
150 Finoli Dr.  
Greensburg, PA 15601

**FAX TO:** 724-836-7134