

Residence Life - Academic Year (Fall/Spring Semesters) or Summer Session Housing and Dining Agreement

I. INTRODUCTION

The undersigned student must comply with the terms and conditions of this agreement as well as all current rules, regulations, procedures and responsibilities in the Mansfield University Undergraduate Catalogue, schedule of classes, Residence Hall Handbook, The Mountie Manual, and any other relevant University documents. On-campus residence hall facilities are provided as a service to students and are unique to the University community. The relationship between the student and the University should not be construed to constitute a landlord/tenant relationship.

II. GENERAL CONDITIONS

- a. The Housing and Dining Agreement (hereinafter referred to as the “agreement”) is between Mansfield University (hereinafter referred to as the “University”) and you (and your parent/guardian if you are under 18 years of age) when your signature(s) appear(s) on this agreement. The agreement is non-transferable.
- b. Failure to comply with the terms of the agreement may result in termination of the agreement and judicial action at the discretion of the Director of Residence Life (or designee).
- c. During the term of the agreement, the University reserves the right to alter any rates for housing or food services. Rates are not guaranteed from one year to the next.
- d. Your eligibility to live in a residence hall from year to year is not guaranteed. A change in your circumstances, your behavior or an outstanding bill may preclude you from residing in student housing as determined by the Director of Residence Life (or designee). This agreement may be terminated by the University at any time.

III. ELIGIBILITY

To be eligible for residence in student housing, you must be admitted and enrolled as an undergraduate, graduate or special non-degree student at the University and have paid required University fees. Dropping below the University full-time course load during any contract period does not release you from the financial responsibility for your agreement during that period. However, appeals with appropriate documentation may be considered. In addition, you must fulfill mandatory immunization requirements, as outlined by the University, to live in the residence halls.

REQUIRED MENINGITIS VACCINE FOR STUDENTS

Pennsylvania State Law requires that students who reside in University housing must be vaccinated against meningitis. You may elect to waive this requirement if: (1) the University provides you (or your parent/guardian if under 18 years of age) detailed information on the risks associated with meningitis and the availability and effectiveness of any vaccine; and (2) you sign a waiver stating that you have received and reviewed information provided and have chosen not to receive the meningitis vaccine. The form must be returned to the Residence Life Office by August 1 in order for you to be able to check in and receive your room key at the beginning of the semester.

IV. AGREEMENT PERIOD

The agreement is for the entire academic year, or if entered into after the beginning of the academic year, for the remainder of the academic year, or a summer session. The period of occupancy begins upon issuance of a key and will end within twenty-four (24) hours of the agreement release unless specific hours are announced in advance with/by the Residence Life Department. You are permitted to remain in your residence hall room no more than twenty-four (24) hours after you cease attending classes, complete finals, or until 10:00pm on the last day of the agreement period, whichever is earlier.

V. ASSIGNMENT OF SPACE

The agreement is for a residence hall space, not a specific room or bed. You are required to pay the published rate for the space that is assigned. The University reserves the right to make changes in assignments when necessary. Requests for re-assignment will be considered once the school year has begun if space is available with the approval of the appropriate Residence Life staff. The University reserves the right to require you to move to different accommodations: (1) to make the

most effective use of its facilities (including consolidations of vacancies); (2) for the welfare and benefit of you or other students; (3) as a result of violation of a University rule or regulation; or (4) when repairs and maintenance are needed. If you have a disability and require special accommodations, please contact Residence Life about your needs.

VI. TEMPORARY HOUSING

If you cannot be assigned to a permanent space, a temporary assignment may be offered within the residential facilities. If you accept a temporary assignment, you must accept the permanent assignment designated by Residence Life when it becomes available.

VII. RATES AND PAYMENT

Housing and board fees are approved by the University Council of Trustees each spring. The amount is set on or about June 1 each year. You must submit the housing deposit with this signed (written or electronic signature) agreement prior to being permitted to participate in the on-line sign-up procedures. Payment of the housing deposit and balance due must be in accordance with deadlines established by the Residence Life Department and Student Accounts Office (see Section VIII). The housing rate for a temporary assignment is equal to the rate for double occupancy in the assigned building.

VIII. INDEBTEDNESS

Failure to satisfy the financial obligations required under this agreement by established deadlines may result in any of the following: removal from housing, termination of this agreement, denial of meals, denial of issuance/transfer of grade transcripts and/or enrollment, and/or denial of services at the University's discretion. In accordance with any policies the University might adopt, the University will charge late fees on delinquent accounts.

IX. ACCEPTANCE OF THIS AGREEMENT

The agreement is effective upon execution by Residence Life, provided that Residence Life has received the agreement, signed by you (and your parent or guardian if you are under 18 years of age), without any change to the terms of the agreement, with the \$200 housing deposit.

X. HOUSING DEPOSIT

You must submit a \$200 housing deposit as an indication of your commitment to reside on campus. If the agreement is cancelled, released, or terminated for any reason, prior to occupancy, \$150 of the housing deposit is non-refundable. If you notify the University of cancellation by 5:00pm on July 1, 2010, you will receive a refund of \$50 and no other housing charges will apply. Terminating housing for any reason after July 1 results in forfeiture of the housing deposit.

XI. MEAL PLANS

Students living on campus are required to select one of the on-campus meal plans available. If one is not selected by the student, the student will be assigned to the 19- meal plan. Campus dining services will make reasonable accommodation of medically necessary diets.

XII. CANCELLATION/TERMINATION AND REFUNDS

Agreements are binding for the entire academic year once signed (or the summer period indicated). In its discretion the University may release the undersigned from this agreement in the following circumstances: (1) graduation from Mansfield University; (2) withdrawal from Mansfield University; (3) any authorized University special program that makes it mandatory for you to be away from the campus (e.g. distant student teaching assignment, study abroad, internship, practicum); (4) ineligibility to continue enrollment due to failure to meet academic requirements.

APPLYING FOR RELEASE OF THE AGREEMENT

In order to request a release from the agreement for reasons other than those listed above, you must submit a completed Housing Agreement Release Request (available online or in the Office of Residence Life). Release from the agreement for any reason during the agreement period will result in forfeiture of the \$200 housing deposit. You may incur other charges dependent on the date of release, condition of the room, or other circumstances.

If the housing bill is paid and you are later released from your agreement, a pro-rated refund may be processed if applicable (see “Refunds” below). If the agreement release is approved, check-out and removal of personal items must be completed within twenty-four (24) hours of the agreement release. If you are **not** granted a release from the agreement, you remain financially responsible under the terms of this agreement until the end of the agreement period.

REFUNDS AFTER OPENING

Residence Life follows the University refund schedule which is available at <http://esd.Mansfield.edu/Student-Accounts/refunds-adjustments>. The deposit will be refunded less any charges (key replacement fee, improper check-out, or unpaid University charges) after the semester end for permanent housing separation.

XIII. ALTERATION OF THE CONTRACT

In the event that you (with permission from Residence Life) change rooms or meal plans resulting in alteration of room and board rates, the appropriate refund or billing will be made to your student account.

XIV. GENERAL PROCEDURES AND POLICIES

You will not perform your own repairs in rooms or on furnishings and equipment. You will not alter furnishings or equipment from its intended use. Charges for repairs, if appropriate, are determined by Residence Life and/or the Facilities Department. You are expected to maintain your room in an orderly, safe and sanitary condition at all times. University personnel provide housekeeping services only in common areas, such as stairwells, TV/study lounges, hallways, laundry rooms, and community bathrooms.

Charges for damages in a room and charges for loss or damage to furnishings or equipment in a room will be assessed to the student(s) assigned to that room. Damage/charges for public/common areas will be split among all residents of the floor or building unless the responsible individuals are identified.

Occupancy is defined as a signed agreement (including electronic signature), and/or issuance of a key to you for a specified room and does not require actual physical presence by you or your belongings.

Failure to check out properly (over any breaks, after release or upon completion of your contract), will result in a \$25 improper check-out fee and actual charges for work required.

Authorized University officials reserve the right to enter/inspect your room (1) at initial occupancy, during breaks and prior to departure; (2) to make repairs at any time during the school year; (3) when there are reasonable grounds to believe a condition exists which constitutes a danger to the health, safety, and security of the occupants or a room or residence hall in which unauthorized equipment is present in a room, or where unauthorized person(s) are living in the room; (4) to make routine inspections for maintenance, health and safety, and to perform required services as announced by Residence Life; or (5) when there is reason to believe a specific violation of University or Residence Life policy is taking place. Authorized University officials reserve the right to conduct an

administrative search of your space in the case of a health emergency, or when there is reason to believe that a specific violation of Residence Life or University policies is taking place that has the potential to have serious impact on your health and/or safety and/or the University community.

XV. **LIABILITY**

Mansfield University shall not assume responsibility for accident, personal injury, or illness sustained by you, guests, or visitors, or for the damage, theft or loss of personal property. The undersigned release Mansfield University, its officers, agents, and employees from any liability on account of any accident, injury, illness, property damage, theft or loss. Mansfield University is not responsible for loss or damage to property in your room/suite FOR ANY REASON and you are encouraged to contact an insurance carrier to ensure proper protection against such harm or loss.

Your signature (electronic or actual) below acknowledges that you have read and agree to comply with the following statements:

_____The agreement is binding for the entire academic year (or if entered into after the start of the Fall Semester, for the remainder of the academic year) or for the summer session indicated.

_____I will assume the financial obligation and abide by the other terms in the agreement.

_____The deposit of \$200 is not refundable if my agreement is cancelled, released, or terminated for any reason prior to the end of the academic year, including, but not limited to, cancellation before enrollment. If you notify the University of cancellation by 5:00pm on July 1, 2010, you will receive a refund of \$50 and no other housing charges will apply.

_____The University has the right to reassign rooms and/or roommate, if deemed necessary and in the best interest of the residential community or the university, and that I am responsible for the charges for the space where I am assigned.

_____I will not be able to check in without verification that I have received the meningitis vaccination or have signed the declination form.

_____I have read the agreement and intend to be legally bound by its terms and conditions.

_____I acknowledge and agree that this agreement is binding upon my heirs, executors, administrators, successors and assigns.

Signature of Student

Date

Signature of Parent/Guardian*

Date

*If student is under 18 years of age

Print a copy of this agreement at time of submission for your records.