ALL OF THE INFORMATION PROVIDED IN THIS PACKET IS EXTREMELY IMPORTANT. PLEASE BE SURE TO READ IT THOROUGHLY.

This Housing/Dining Services Contract (this “Contract”) is made by and between the University of Pittsburgh – Of the Commonwealth System of Higher Education (the “University”) and the below named student and/or parent (“Student”) for University Housing and Dining Services.

Once you have read this information, students who desire to apply to live in University Housing should follow the online application instructions that are included in this mailing’s materials and complete the following steps online:

1. Pay the Housing Deposit in the amount of $325 via e-check or credit card,
2. Agree to the terms and conditions for the Housing/Dining Services contract, Please Note: The document you are reading is only a copy of the Contract and is meant for you to review before completing your application online.
3. For Returning Students ONLY: Complete your application with meal plan preference.
4. For Incoming Students ONLY: Read the enclosed “Facts About Meningitis” brochure and state either “Yes” or “No” to the vaccine question online; and,
5. For Incoming Students ONLY: Complete your application preferences to include your accommodation and roommate choice.

DUE DATE: November 30, 2016

APPLICATION PROCESS
Prospective students may apply for University Housing after admittance to the University. Application for University Housing is separate from application for admission to the University of Pittsburgh. Receipt of an applicant’s Housing/Dining Services Contract does not guarantee admission to the University. Applicants are responsible for processing the appropriate materials in order to gain admission to the University.

Housing/Dining Services Contracts that are incomplete or not accompanied by the $325 Deposit will not be processed.
TERMS AND CONDITIONS:

1. **ELIGIBILITY.** To be eligible for occupancy in University Housing, a person must be enrolled as a full-time student at the University of Pittsburgh for the entire period of the Contract, and must be at least the age of 16 by the date on which residence halls open for spring term, as specified by the University Academic Calendar. See the “AGE” section of this document.

2. **TERM OF AGREEMENT.** This Contract is a ONE-TERM commitment for University Housing and Dining Services for the SPRING TERM of the academic year specified by this Contract. The Housing/Dining Services Contract is legally binding for the entire spring term.

3. **NATURE OF CONTRACT.** Execution of this Contract by the Student does not guarantee University Housing. Housing assignments for non-guaranteed students are dependent upon space availability. This Contract shall constitute a license and shall not be deemed to constitute a lease or to create or transfer interest in or lien on real estate. This Contract may not be assigned or transferred.

4. **DEADLINE.** This Contract and its corresponding Housing Deposit must be completed and received by the required due date specified on Page 1 of this Contract. Any application received or postmarked after this date will be placed on the wait list and handled on a first-come, first-served basis.

5. **OCCUPANCY.** This Contract provides for occupancy of an assigned space in University Housing for the entire spring term specified by this Contract.

   **Move-In Dates:** The Student may move in to his/her University Housing accommodation on the date that the University Academic Calendar specifies as the date on which residence halls open for the spring term specified by this Contract.

   **Move-out Dates:** All Residence Halls will fully close for year-end closing on the date that the University Academic Calendar specifies as the date on which residence halls close for the spring term specified by this Contract. If the Student is a graduating senior, he/she may remain in his/her University Housing accommodation for an additional 24 hours past this Contract’s termination date if he/she receives prior approval from Panther Central.

   Students may not occupy University Housing other than as specified above. The University may charge a penalty to any Student who fails to vacate University Housing on the dates specified by this Contract, including any Holiday or Year-end Closings.

   All personal belongings must be removed from University Housing by the date on which this Contract terminates. Any personal property remaining in University Housing after the Student’s departure will be kept for 30 days after the Contract termination date. After 30 days, any remaining personal property shall be considered abandoned and shall be disposed of by the University with no liability. In addition, Students who fail to remove personal belongings will be liable to the University for penalties.
6. **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 (see sections 15 and 16 below). All amounts due and payable to the University in connection with this Contract will be billed to the Student’s account. The Student agrees to pay all Fees and any other charges (including, but not limited to, damage assessments) when due according to the dates set by the University. The University may terminate this Contract for any unpaid amounts owed to the University.

7. **HOUSING DEPOSIT.** A $325 Housing Deposit must accompany the Housing/Dining Services Contract. Payments can be made online by VISA, MasterCard, Discover Card, or e-check. Payments can also be made at Panther Central by check or money order made payable to the University of Pittsburgh. The Housing Deposit is non-refundable except as provided in Sections 8, 9 and 10 below. The Housing Deposit will be applied toward Spring Term room charges. If the Student is indebted to the University for current or prior term charges, the University may, at its option, apply the Housing Deposit to any such outstanding indebtedness and cancel the Housing/Dining Services Contract. The Housing Deposit will not be refunded if the Student is in violation of any term or condition of this Contract.

8. **STUDENT TERMINATION OF THE HOUSING/DINING SERVICES CONTRACT.** The Student may terminate this Contract and have the Housing Deposit refunded by providing written request for termination to Panther Central, subject to the terms and conditions published in this section of the Contract. Neither oral communication with Panther Central, nor written communication with other offices, constitutes termination of this Contract. Cancelling University registration or admission does not automatically terminate this Contract. **This Contract cannot be terminated after December 16th, 2016, prior to the spring term specified by this Contract.** Terminations must be postmarked by the dates set forth below (as they apply to the academic year specified by this Contract).

**Incoming Students**

- **On or before December 1st** - The Housing/Dining Services Contract will be terminated and the Housing Deposit will be refunded.

- **After December 1st but on or before December 16th** - The Housing/Dining Services Contract will be terminated, but the Housing Deposit will be retained by the University.

- **After December 16th but on or before 60% of the term is completed** - The Housing/Dining Services Contract can be terminated, but the student will be liable for a percentage of Housing and Dining Services Fees.

  - The Student’s Housing Services Fee will be determined by multiplying the predetermined Daily Rate of Housing Services by the number of days the Student was contracted for Housing Services, up to and including the day on which the Student terminates this Contract.
- The Daily Rate is determined on a yearly basis by the Department of Housing Services, Dining Services, and Panther Central prior to the start of the Fall Term.
- The date on which 60% of the term is completed is calculated by multiplying the number of calendar days in the term by 0.6. The calendar days in the term are determined by the University Academic Calendar.
  - The Student’s Dining Services Fee will be determined by the student’s usage of his/her meal plan up to and including the day the Student terminates this Contract.
- Usage is determined by calculating the amount of both Dining Passes and Dining Dollars used.

- **After 60% of the term is completed** - The Housing/Dining Services Contract will not be terminated. The Student will be responsible for payment of the full amount of the Housing/Dining Services Contract.

The Student may terminate this Contract for any of the following reasons with appropriate documentation:
- Withdrawal due to involuntary military service.
- Medical Withdrawal.

If the Student complies with the requirements to terminate this Contract for one of the above-listed reasons in this section, the Student will be refunded the full amount of his/her 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 University, subject to a non-refundable review fee. Such other terminations are not guaranteed, and appropriate documentation is required to support any such requests. **Please Note: We are unable to release you from your contract to move off campus or commute.**

9. **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 clear and present danger to the Student, University community or community at large.

In all cases listed in section 10, the Deposit will be retained or charged by the University. In addition, the University may declare the entire amount of Fees (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.

10. TERMINATION AND PANTHER FUNDS REFUNDS. Students who terminate this Contract and wish to request a refund of their unused Panther Funds must notify Panther Central at the time of termination. The unused portion of the Student’s Panther Funds that are not forfeited according to the terms of this Contract will first be applied to any unpaid charges on the Student’s University account. Then, if a credit balance remains, the Student’s refund will be directed to the bank account that the Student designated in PittPAY for direct deposit.

11. HOUSING GUARANTEE

Incoming Students
Prospective freshmen students who are admitted for the spring term specified by this Contract, pay the $300 Admissions Enrollment Fee by May 1, and will be at least the age of 16 by the date on which residence halls open for the spring term specified by the University Academic Calendar, are guaranteed on-campus University Housing for that term. This guarantee is good for 2.5 years, beginning in the spring term specified by this Contract, provided that all housing application and deposit deadlines in each subsequent year are met. See the “AGE” section of this document

Returning “Guaranteed” Students
Students who have lived in University Housing during their first year with a housing “guarantee” are guaranteed housing for their second and third year at the University if they maintain their status as a full-time student and satisfy all housing requirements (i.e., Housing/Dining Services Contract and Housing Deposit are submitted by the due date) in each successive year. Housing information for future years will be forwarded to the Student’s University email account, and such information will detail specific housing requirements and selection guidelines.

Termination of Guarantee
In order to maintain the housing “guarantee” for the 2.5 year period, all Contract due dates must be met each year. Should any of these due dates or requirements be missed, the “guarantee” will automatically be terminated. Students who terminate or fail to renew their University Housing/Dining Services Contract will forfeit their housing “guarantee.” Once the “guarantee” has been revoked, it cannot be reinstated for any reason.

“Non-Guaranteed” Students
Students who do not meet the requirements to obtain the housing “guarantee,” along with those students who forfeit their housing “guarantee,” are classified as “non-guaranteed” students.

12. 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 discretion and right to assign or reassign space, to assign roommates, to consolidate vacancies and to change occupancies as it deems appropriate or necessary.
13. **HOUSING ASSIGNMENT NOTIFICATION**. At the time University Housing is assigned, Panther Central will attempt to honor the preferences expressed by the applicant for specific buildings, room/apartment types, and roommates. The Student understands that these are preferences only and that Panther Central is unable to guarantee the assignment or selection of a particular building, room/apartment type, roommate or other requested options. Panther Central will send a notice of assignment to the Student’s University email account prior to the beginning of the spring term. This notice will include instructions on how to view the Student’s housing assignment information online, such as: building, room number, and any applicable roommate information at the time of assignment. The University has the sole right to make room assignments and reserves the right to change room assignments at any time. University Housing assignments are personal, non-transferable, and non-assignable. Students may not rent or sublease their housing assignments in any way, including through the use of rental services such as Airbnb, Craigslist, etc.

“Non-guaranteed” Students may be placed the Wait List. If a notice of assignment has not been issued to the Student, that Student may cancel the Housing/Dining Services Contract and have his/her Housing Deposit refunded in full. After a notice of assignment has been issued by the University, the Student may only cancel his/her Housing/Dining Services Contract as specified in such notice of assignment.

14. **HOUSING AND DINING SERVICE RATES**

The Student agrees to pay the University-assigned Room Fee and the student-selected Meal Plan Fee according to the housing and dining rates established by the University. The University offers two (2) types of University Housing options: residence hall or apartment-style accommodations. Generally, apartment-style accommodations are not available for freshmen occupancy. The established rates are set forth in the schedule entitled “Housing and Dining Service Rates” for any applicable year. The effective rates for the upcoming academic year will be established and published no later than April 1. All housing and meal plan charges will be billed to the Student’s University account.

**MEAL PLANS**

All students residing in Residence Halls are required to purchase a meal plan. Students residing in apartment-style accommodations may purchase a meal plan, but are not required to do so. Facts pertaining to each meal plan are provided in this Housing/Dining Services Contract. Dining facilities are open when undergraduate classes are in session and accept meal plans during the school terms with the following exceptions: Thanksgiving Recess and Winter Recess. During Spring Break, students may use the Dining Dollars portion of their meal plan at dining facilities which are open during that week. In our made-to-order restaurant facilities, food cannot be removed from the premises. Freshmen and Spring Term Upperclassmen select their meal plans via the online Housing and Dining Application. Returning Upperclass Students select their meal plans during the online selection process. Wait List Students will be assigned a meal plan upon notification of housing assignment, if granted; these Students are able to change their assigned meal plan during the Add/Drop Period of the spring term. **All students residing in residence halls are required to purchase a meal plan.** Students residing in apartment-style accommodations may purchase a meal plan, but are not required to do so. **In the event that the Student does not receive University Housing, the Student may still apply for a meal plan by contacting Panther Central.**
Dining facilities are open when undergraduate classes are in session and accept meal plans during the school term with the following exception: during Spring Break, students may use the Dining Dollars portion of their meal plan at dining facilities which are open during that week.

The meal plans consist of Dining Passes or Dining Dollars or a combination of both. Dining Passes and Dining Dollars are good for the entire term. If they are not used by the end of the term, the remaining balance is forfeited. Please note: there are typically about 15 weeks in each academic term. Further information regarding the meal plans can be found on the Panther Central website at www.pc.pitt.edu.

- Freshmen residing in Residence Halls may choose any meal plan option within the Ultimate Access Tier, Tier 1, or Tier 2.
- Upperclass students residing in Residence Halls may choose any meal plan option within the Ultimate Access Tier, Tier 1, Tier 2, Tier 3 or Tier 4.
- Students residing in Apartment-style Accommodations may choose any option within the Traditional or Apartment-style Meal Plans. Apartment-Style accommodations include: Ruskin, Forbes-Craig, Bouquet Gardens and Centre Plaza.

Students residing in Residence Halls that do not select a meal plan will be assigned Tier 2 – Plan B.

Students may change their meal plan for the Spring Term through the second week of class. Minimum plan requirements must be maintained. Students may purchase additional Dining Dollars at any time in $25 increments through Panther Central.

**Traditional Meal Plans Offered:**

**Ultimate Access Tier**
- Plan A: Ultimate Access
- Plan B: Ultimate Access with $150 Dining Dollars
- Plan C: Ultimate Access with $300 Dining Dollars

**Tier 1**
- Plan A: 200 Passes with $450 Dining Dollars
- Plan B: 180 Passes with $625 Dining Dollars
- Plan C: 150 Passes with $875 Dining Dollars
- Plan D: 130 Passes with $950 Dining Dollars

**Tier 2**
- Plan A: 180 Passes with $275 Dining Dollars
- Plan B: 150 Passes with $450 Dining Dollars
- Plan C: 130 Passes with $625 Dining Dollars
- Plan D: 100 Passes with $825 Dining Dollars

**Tier 3**
- Plan A: 130 Passes with $475 Dining Dollars
- Plan B: 100 Passes with $675 Dining Dollars
- Plan C: 75 Passes with $750 Dining Dollars

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Plan D: 50 Passes with $875 Dining Dollars

**Tier 4**
Plan A: 100 Passes with $225 Dining Dollars
Plan B: 85 Passes with $325 Dining Dollars

**Apartment-style Meal Plans Offered:**
Plan A: 35 Passes with $320 Dining Dollars
Plan B: 15 Passes with $150 Dining Dollars
Plan C: $670 Dining Dollars ONLY
Plan D: $360 Dining Dollars ONLY

15. UNIVERSITY RULES, REGULATIONS AND STUDENT CONDUCT. Students are 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 Residential 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. See the Residential Handbook at http://www.pc.pitt.edu/publications.php. All University Regulations are hereby incorporated in and made a part of this Contract as if set out in full herein.

Without limiting the Student Conduct requirements set forth above, the 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 and/or vaporizing via electronic cigarettes is not permitted in University owned buildings.

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 remaining in University Housing after Student’s departure will be considered abandoned and kept for 30 days after the Contract termination date. After 30 days, any remaining personal property shall be considered abandoned and shall be disposed of by the University with no liability. In addition, Students who fail to remove personal belongings will be liable to the University for penalties.
17. **HOUSEKEEPING.** The University will provide cleaning for communal bathroom facilities and public areas of the Residence Halls. Communal bathrooms are defined as bathrooms accessible by the entire floor, not bathrooms shared by multiple students within a suite. Students residing in apartment-style or suite-style accommodations or in accommodations with private or semi-private bathrooms are responsible for the cleaning of their bathrooms.

18. **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.

19. **DAMAGES.** The Student is solely responsible for all damages done to his/her living and study area and/or loss of any furnishings therein, and is responsible for payment to the University for reasonable room damages charges. Charges may be made for damages to, unauthorized use of, or alterations to rooms, equipment or buildings. Any student who removes University furniture or places University furniture in a hallway, stairwell, or other common area will be charged the full replacement value for each piece of furniture removed from the student’s living accommodation. The Student agrees that he/she is jointly responsible and will be charged an equal share of the costs for damage occurring to the common, public and semi-private areas, along with other resident Students, where the University cannot determine the identity of the responsible party. The Student(s) shall pay all charges when due according to the date set by the University.

20. **UNIVERSITY LIABILITY.** The University is not responsible for any damage or injury to the Student or any other individual or property in University Housing beyond its control. The Student agrees that the University is not responsible for any damage or injury 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 insurance and/or renter’s insurance) to protect against any loss or damage to the Student’s personal property, University property and/or University Housing (e.g. fire caused by student).

21. **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 Residential Handbook.
22. **RIGHT OF ENTRY.** The University reserves the right for authorized representatives to enter the premises for housekeeping/maintenance purposes, verification of occupancy and for health and safety reasons. The University shall not be liable for any damages or loss of personal property of a Student resulting from such entry.

23. **KEYS AND OR KEYCARDS.** The room key or keycard you are issued is the property of the University and cannot be exchanged or given to another person or duplicated outside of the standard University procedure. There is a charge for replacement of lost or damaged keys and lock changes for keys not returned. Only hard keys are required to be returned.

24. **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 Disability Resources and Services in writing at 140 William Pitt Union, Pittsburgh, PA 15260, 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 the Disability Resources and Services Center at 412-648-7890 or 412-383-7355 (TTY).

25. **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 as part of the Housing/Dining Services Contract. Completion and return of this form is required for a student to receive a University Housing assignment. Forms may also be faxed to Panther Central at 412.383.7878.

26. **AGE.** Students under the age of 16 are not eligible to live in on-campus housing. Students must be at least 16 years of age by the date on which the residence halls open for the spring term, as specified in the University Academic Calendar. Legal guardians of students under the age of 18 are required to sign the Housing/Dining Services Contract which includes an On-Campus Living Acknowledgment as part of the Contract.
HOUSING/DINING SERVICES CONTRACT ACCEPTANCE FORM

By my signature below, I agree that I have received and read the entire Housing/Dining Services Contract (the “Contract”) for the academic term identified below. I understand and agree to the terms of this Contract. I am returning this signed Contract Acceptance Form, the completed Housing/Dining Services Application Form and my $325.00 Housing Deposit.

Signature of Student:________________________________________ Date:________________

Print Name of Student________________________________________

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For Students under 18 years of age, a parent or guardian must also sign this Housing/Dining Services Contract.

I am the parent or legal guardian of (print student name)______________________________________, a student who has applied for University Housing at the University of Pittsburgh. I have read and understand the terms of this Contract. I hereby accept the terms and conditions of this contract on his or her behalf and agree to be liable for this contract until he or she reaches the age of 18 years.

I approve for my minor child to live on-campus at the University of Pittsburgh as assigned by the University of Pittsburgh staff. I acknowledge and am aware that my minor child may be exposed to adult behaviors. I have been made aware of and understand the following:

- There is no curfew.
- Residence Life staff do not perform bed checks.
- All Residence Hall students have the ability to sign in guests to their room and are permitted to have occasional overnight guests of the same or opposite gender (this is negotiated between roommates at the beginning of the year).
- Students are not given preferential treatment based on age or youth.
- Resident Advisors are generally not informed of ages of assigned students.
- All residential policies apply to all students regardless of age.

I have also read the above acknowledgment, and understand that my minor child, will be living on campus according to the above-stated conditions, and I understand that I may ask questions of Panther Central and receive answers prior to signing this contract. I affirm my child is or will be at least 16 years of age by the date on which residence halls open for the spring term, as specified by the University Academic Calendar.

Signature of Parent or Legal Guardian: ________________________________ Date:________________

Print Name of Parent or Legal Guardian: ________________________________

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