



# University of Pittsburgh

## HOUSING/DINING SERVICES CONTRACT

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.

### **TERMS AND CONDITIONS:**

1. Eligibility. Only full-time students regularly enrolled at the University may occupy University Housing. Student must be registered for a full-time course load for the entire period of this Contract.
2. Term of Agreement. This Contract is a **TWO-TERM** commitment for a University Housing accommodation and for Dining Services for both the **FALL** and **SPRING TERMS**.
3. Occupancy. This Contract provides for occupancy of an assigned space in University Housing for the entire academic year. **Move-In Dates:** Fall Term occupancy begins August 20, 2008; Spring Term occupancy begins January 2, 2009. **Holiday Closings:** Students must vacate Residence Halls within 24 hours of their last exam, but no later than December 14, 2008. All Residence Halls will be closed for Winter Recess from December 14, 2008 through January 1, 2009. Students who need housing during the Winter Recess are responsible for their own arrangements. University Apartment-Style accommodations do not close for Winter Recess. **Year-End Closing:** Except for graduating seniors, this Contract terminates at Noon on April 26, 2009. For graduating seniors, that receive prior approval through Panther Central, this Contract terminates at Noon on April 27, 2009. 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 when specified by the University, including any Holiday or Year-End Closings.
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 the dates set by the University. The University may cancel this Contract for any unpaid amounts owed to the University.
5. Deposit. Student must pay a \$325 deposit ("Deposit") with this Contract. Except as provided in Section 6 below, the Deposit is non-refundable and will be applied to Spring-term Fees. If the Student has unpaid amounts owed to the University, the Deposit may be applied by the University to any such indebtedness.
6. Early Cancellation. This Contract may be cancelled and the Deposit refunded by providing written request for cancellation to Panther Central subject to the terms and conditions published in the Housing/Dining Services Information Packet. Neither oral communication with Panther Central nor written communication with other offices constitutes cancellation of this Contract. Canceling University registration or admission does not automatically cancel this Contract. **This Contract cannot be cancelled after August 15<sup>th</sup>.**

Term: Fall 2008 – Spring 2009

7. 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.
8. Meal Plan. 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 the Housing/Dining Services Information Packet. 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 all-you-can-eat facility, food cannot be removed from the premises.
9. 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. All University Regulations are hereby incorporated in and made a part of this Contract as if set out in full herein.
10. Prohibited Uses and Activities. Without limiting the Student Conduct requirements set forth in Section 9 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.**
11. 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 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.
12. Damages. The Student is solely responsible for all damages done to his living and study area and/or loss of any furnishings therein, and is responsible for payment to the University for reasonable room damage 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 public and semi-private areas, along with other resident Students, where the University cannot determine the identity of the responsible party. Student shall pay all charges when due according to the date set by the University.
13. University Liability. The University is not responsible for any damage or injury to the Student or any other individual or property in University Housing. 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.**

14. Right of Entry. The University reserves the right for authorized representatives to enter the premises for housekeeping/maintenance purposes, verification of occupancy and to verify that the health, life, and safety rules and regulations of the University are in compliance. The University shall not be liable for any damages or loss of personal property of a Student resulting from such entry.
15. 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.
16. Termination by Student. The Student may terminate this Contract for any of the following reasons:
  - Withdrawal due to mid-year graduation;
  - Participation in a University recognized study abroad program; or
  - Withdrawal due to involuntary military service.

In all cases, students who wish to withdraw from University Housing must complete a withdrawal form in Panther Central. If the Student complies with the requirements to terminate this Contract for one of the above-listed reasons, 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.

17. Termination by the University. 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, the Deposit will be retained or charged by the University. In addition, the University may declare the entire amount of Fees (FALL and 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.



# University of Pittsburgh

**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") and the Housing/Dining Services Information Packet (the "Information Packet") for the 2008 Fall Term and 2009 Spring Term. I understand the terms of the Contract and the Information Packet. 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 \_\_\_\_\_

**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 and the Housing/Dining Services Information packet. 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.

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

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