



HOUSING/DINING SERVICES CONTRACT

**ALL OF THE INFORMATION PROVIDED IN THIS CONTRACT 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 credit card.
- (2) Agree to the terms and conditions for the Housing/Dining Services contract by executing the Housing/Dining Services Contract Acceptance Form, (for your convenience, a copy of this contract has been provided for you to review beforehand).
- (3) Read the provided "Facts About Meningitis" brochure and complete the vaccine form online.
- (4) **For Returning Students ONLY:** Complete your application with meal plan preference. If you are selecting your room online, you will confirm your choice at the time of selection.
- (5) **For Freshman Students ONLY:** Complete your application preferences to include your accommodation and roommate choice.

DUE DATE:

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 and/or are not accompanied by the \$325 Deposit will not be processed.

Terms: Fall 2020-Spring 2021

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 fall term, as specified by the University Academic Calendar. See the "AGE" section of this document. For purposes of this Contract full-time student means students are enrolled in, actively participating in and receiving grades in at least 12 credit hours of courses.

Please Note: Students who are enrolled in fewer than 12 credit hours prior to arrival will not be permitted to move into their assigned on-campus residence without formal consent from the University of Pittsburgh Housing Administration.

If at any time during the term of this Contract a student withdraws and or drops a course or courses and is not actively participating in or receiving grades in at least 12 credits they may not be eligible to remain in university housing. To request a waiver from the full time status requirement the student must contact Panther Central and submit the required documentation for consideration.

2. **TERM OF CONTRACT.** This Contract is a TWO-TERM commitment for University Housing and Dining Services for **BOTH** the fall and spring terms of the academic year specified by this Contract. All students living in University Housing must sign a two-term Housing/Dining Services Contract covering both the fall and spring terms. The Housing/Dining Services Contract is legally binding for both fall and spring terms, unless the Student enters University Housing during the spring term, in which case the contract is binding only for the spring term.
3. **NATURE OF CONTRACT.** Execution of this Contract by the Student does not guarantee University Housing. Housing assignments are dependent upon space availability, which is in the sole discretion of the University. 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 **BOTH** the fall **AND** spring terms specified by this Contract.

Move-In Dates: The Student may move into their University Housing accommodation on the date that the University Academic Calendar specifies as the date on which residence halls open for the fall term specified by this Contract.

Winter Recess Closings: All residence halls (except the residence halls designated for 12-Month Housing) will be closed for Winter Recess. The Student must vacate their residence hall within 24 hours of their last final exam before Winter Recess. All Residence Halls will fully close for Winter Recess on the date that the University Academic Calendar specifies as the date on which residence halls close

for the fall term specified by this Contract. If the Student is living in a residence hall designated for 12-Month Housing, they may remain in their residence hall accommodation for Winter Recess only if they have signed a separate Winter Recess Housing Contract. University apartment-style accommodations do not close for Winter Recess.

Move-out Dates: This Contract terminates at 12:00 PM 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. The Student must move out of their University Housing accommodation by this time, except if the Student is a graduating senior, or the Student is living in a residence hall designated for 12-Month Housing:

- If the Student is a graduating senior, they may remain in their University Housing accommodation for an additional 24 hours past this Contract's termination date if they receive prior approval from Panther Central.
- If the Student is living in a residence hall designated for 12-Month Housing, they may remain in their residence hall accommodation for Summer Recess only if they have signed a separate Summer Recess Housing Contract.

The Student 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 Winter Recess or Summer Recess 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. **12-MONTH HOUSING:** Students who would like to remain in their University Housing residence hall accommodations during the Winter Recess and/or Summer Recess will be required to request University Housing (via the Housing Application) in, and be assigned to, one of the residence halls designated for 12-Month Housing. The Student will also be required to complete a separate Winter Recess Housing Contract and/or Summer Recess Housing Contract in order to remain in their residence hall accommodation during either recess period. Housing during recess periods is limited and not guaranteed. The University reserves the right to offer recess housing as it deems appropriate.
7. **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 they are assigned and for the type of meal plan they selected (see section 15 below). All amounts due and payable to the University in connection with this Contract will be billed to the Student's University 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.

8. **HOUSING DEPOSIT.** The \$325 Housing Deposit must accompany the Housing/Dining Services Contract. Payments can be made online by VISA, MasterCard, or Discover Card.

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 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.

9. **STUDENT TERMINATION OF THE HOUSING/DINING SERVICES CONTRACT.** Subject to the terms and conditions in this section of the Contract, the Student may be permitted to terminate this Contract and not be responsible for paying the full amount of housing and dining for both terms, dependent on the reason for cancellation as well as the date of the cancellation request. In certain cases, as specified below, the University will also refund the student's Housing Deposit, again pursuant to the reason for cancellation and compliance with the deadlines outlined below. Students must provide written requests for termination to Panther Central. 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.

Terminations must meet the requirements and deadlines as set forth below.

CANCELLING THE ENTIRE CONTRACT BEFORE THE FALL TERM BEGINS

Returning Guaranteed Students ("Upperclassmen"):

- **On or before April 15th** – The Housing/Dining Services Contract can be terminated for any reason, and the Housing Deposit will be refunded.
- **Between April 15th and the day the residence halls open, as specified by the University Academic Calendar** – The Housing/Dining Services Contract can be terminated for any reason, but the Housing Deposit will be retained by the University.

Incoming Guaranteed Students ("Freshmen"):

- **On or before July 1st** – The Housing/Dining Services Contract can be terminated for any reason, and the Housing Deposit will be refunded.
- **Between July 1st and the day the residence halls open, as specified by the University Academic Calendar** – The Housing/Dining Services Contract can be terminated for any reason, but the Housing Deposit will be retained by the University.

Students on the Waitlist (Non-Guaranteed Students):

- The Housing/Dining Services Contract can be terminated for any reason **before the student has accepted a housing assignment on campus**, and the Housing Deposit will be refunded.
- Once waitlisted students have accepted an assignment, the housing can be terminated for any reason before the start of the term (Fall or Spring as applicable), but the Housing Deposit will be retained by the University.

CANCELLING THE ENTIRE CONTRACT AFTER A TERM HAS BEGUN (FALL or SPRING AS APPLICABLE)

- **After the day on which the residence halls open (as specified by the University Academic Calendar) but on or before 60% of the term is completed:** The Housing/Dining Services Contract can be terminated for certain reasons (as outlined below), but the Housing Deposit will be retained by the University and the Student will be liable for a percentage of Housing and Dining Services Fees.
 - The date on which 60% of the term is completed is calculated by multiplying the number of calendar days in the term (as determined by the University Academic Calendar) by 0.6, and then counting forward from the first day the residence halls are open.
 - The Student's prorated liability for the Housing Services fees will be determined by multiplying the predetermined Daily Rate of Housing Services by the number of days the student occupied the room, from the day on which the residence halls open (as specified by the University Academic Calendar) 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 Student's prorated liability for the Dining Services fees will be determined by the Student's usage of their meal plan up to and including the day the Student terminates this Contract.
 - Usage is determined by subtracting the amount of Dining Dollars used from the plan and added to the amount of days that the plan has been used.
 - After the term has begun but on or before 60% is completed, the Housing Deposit will:
 - **Be retained by the University** if the Student cancels their contract due to any reason, including but not limited to:
 - Resignation from the University of Pittsburgh
 - Transferring to another college or university

Please note, Panther Central is not able to release the Student from their contract to move off-campus or commute.

- **After the date on which 60% of the term has been completed**, the Contract cannot be canceled and no refunds or proration will occur, except as discussed below.
- **Please note: Panther Central is not able to release the Student from their contract at any point during the year in order to move off-campus or commute.**

CANCELLING THE CONTRACT FOR THE SPRING TERM BEFORE IT HAS BEGUN

The Housing/Dining Services Contract is for both the fall and spring terms; however, the Student may terminate this Contract for the spring term for certain reasons, as long as the Student brings written verification to Panther Central by **December 1st** of the fall term specified by this Contract. **Please note: Panther Central is not able to release the Student from their contract between terms in order to move off-campus or commute.**

When termination is due to:

- Graduation
- Study Abroad with a University-approved program
- Work at a Co-op or Internship

The University may refund the Housing Deposit, provided that the student cancels by December 1st and turns in a written request to cancel along with supporting documents. Supporting documents may include but are not limited to a letter from the Study Abroad office, a copy of an approved application for graduation, a letter from the Co-op office, etc.

When termination is due to:

- Resigning from the University of Pittsburgh
- Transferring to another college

The University will not refund the Housing Deposit, but the student will be allowed to cancel their Contract and they will not be responsible for paying the full amount of Housing and Dining Fees for the spring term. Approval of cancellation is still dependent on the student turning in a written request to cancel along with supporting documents, which in this case might include but are not limited to a signed resignation form from the Student's advisor, the Student's acceptance letter from a new college, etc.

In all cases above, the Student who wishes to withdraw from University Housing must complete a withdrawal form in Panther Central by December 1st of the academic year specified by this Contract.

CANCELLING THE CONTRACT DUE TO MEDICAL WITHDRAWAL FROM THE UNIVERSITY OR MILITARY SERVICE

The Housing/Dining Services Contract is for both the fall and spring terms; however, the Student may terminate this Contract when it is due to a medical withdrawal from the University or due to military service subject to Panther Central receiving a written request to cancel along with accepted supporting documentation. The student's prorated liability hereunder will be determined as discussed above from the date the termination request is approved by Panther Central. In addition, the University may refund the Housing Deposit.

All other reasons and situations for the termination of this Contract are reviewed on a case-by-case basis by the University. Terminations are not guaranteed, and appropriate documentation is required to support any such requests, subject to the discretion of Panther Central.

10. 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 their 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 danger to themselves, others, the University community, or the community at large.

In all cases listed above, the Housing Deposit will be retained or charged by the University. In addition, the University may declare the entire amount of Fees (BOTH fall AND spring term), along with any other applicable charges due under this Contract, to be immediately due and payable by the Student.

The University, in its sole discretion, may also terminate or suspend performance of any part of this Contract without notice in the event an exigency would make continued operation of housing and dining non-feasible, or if the University finds, in its sole discretion, that such action is appropriate for the health, safety, and/or general welfare of its students and the campus community. In these cases, the University will determine an appropriate prorated refund based on the termination or suspension date of the Contract. Upon termination of this Contract by the University, the Student shall vacate University Housing in accordance with the terms specified by the University.

11. 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 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.

12. HOUSING GUARANTEE Incoming Students

Incoming freshmen students who are admitted for the fall term specified by this Contract, pay the \$300 Admissions Enrollment Fee and the \$325 Housing Deposit by May 1st and will be at least the age of 16 **by the date on which residence halls open for the fall term specified by the University Academic Calendar**, are guaranteed assignment of on-campus University Housing for that year. This guarantee is good for three years 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 are also guaranteed

priority in the assignment of on-campus 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 full three-year period, all Contract and 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.

13. **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 determine the amount and type of housing available, to assign roommates, to consolidate vacancies, and to change occupancies as it deems appropriate or necessary.
14. **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 fall 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 on the Wait List. If a notice of assignment has not been issued to the Student, the Student may cancel their Housing/Dining Services Contract and have their Housing Deposit refunded in full. After a notice of assignment has been issued by the University, the Student may only cancel their Housing/Dining Services Contract as specified in such notice of assignment.

15. **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 and 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 year will be established and published [insert website do not be specific on date]. All housing and meal plan charges will be billed to the Student's University account.

MEAL PLANS

Freshmen students select their meal plans via the online Housing and Dining Application. Upperclass students select their meal plans during the online housing and dining selection process. Wait List Students will be assigned to 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 either the fall or 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 exceptions: Thanksgiving Recess, Winter Recess and Spring Break. Students may use their dining dollars during these breaks at open locations.

The unlimited meal plans consist of unlimited access plans that allow students to go in and out of our All you Care to Eat dining halls. All resident meal plans also include a minimum of one meal exchange per day that can be used at: our restaurants, coffee carts and our markets (including the grocery store). Non first year residents may also choose from our Foodie Plan or our Eat on the Run plans. Dining dollars are a declining balance that comes with many of our meal plans and can be added to throughout the semester. Meal plan options, including required options for First Year and Upperclass students residing in residence halls, are designated on [www.dineoncampus.com/pitt] for the applicable academic term.

- *First Year students residing in residence halls may choose from the following plans: Unlimited, Unlimited +150, Unlimited +300, Weekday Unlimited +150 or Weekday Unlimited+300) designated as a required option for Freshman at www.dineoncampus.com/pitt*
- *Non First Year students residing in residence halls may choose any meal plan option available to First Year students, as well as: the Foodie Plan, the Eat on the Run +500 or the Eat on the Run +750.designated as a required option for Upperclass students at www.dineoncampus.com/pitt*
- *Students residing in apartment-style accommodations may choose any option at www.dineoncampus.com/pitt*
- *Students residing in residence halls that do not select a meal plan will be assigned the unlimited meal plan. This plan can have dining dollars added to it at the student's request.*

Subject to the above, Students may change their meal plan for the fall or spring term through the second week of class (the "Add/Drop Period") for each respective term. Minimum plan requirements must be maintained.

The Student may purchase additional Dining Dollars at any time throughout the term in \$25 increments through Panther Central.

Please note, there are typically about 15 weeks in each term. Further information regarding the meal plans can be found on the Panther Central website at <https://www.pc.pitt.edu/>.

Traditional Meal Plans Offered:

16. **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 <https://www.pc.pitt.edu/publications>. All University Regulations are hereby incorporated in and made a part of this Contract as if set out in full herein.
17. **CONDITION OF ROOM.** The Student agrees to keep their 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.
18. **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.
19. **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.

20. **Bed Bugs:** According to the Environmental Protection Agency (EPA), the common bed bug (*Cimex lectularius*) has long been a pest, but recently bed bug infestations have increased in the United States. Bed bugs are considered a public health pest; however, bed bugs are not known to transmit or spread disease. There are ways to control bed bugs, such as prevention, early detection, and cooperation by Resident with Management.

- a. **Identifying Bed Bugs.** Bites on the skin are a poor indicator of a bed bug infestation. Bed bug bites can be misidentified, which gives the bed bugs time to spread to other areas of a dwelling Apartment. The EPA provides guidelines on identifying signs of bed bugs; for example, bed bug bites can look like bites from other insects (such as mosquitoes or spiders), rashes (such as eczema or fungal infections), or even hives. Some people do not react to bed bug bites at all. A far more accurate way to identify a possible infestation is to look for physical signs of bed bugs. When cleaning, changing bedding, or staying away from home, look for:
- Dark spots which are bed bug excrement and may bleed on the fabric like a marker would
 - Eggs and eggshells, which are tiny (about 1mm) and white Skins that nymphs shed as they grow larger Live bed bugs
 - Rusty or reddish stains on bed sheets or mattresses caused by bed bugs being crushed

When not feeding, bed bugs hide in a variety of places. Around the bed, they can be found near the piping, seams and tags of the mattress and box spring, and in cracks on the bed frame and head board. If the room is heavily infested, bed bugs may be found in the seams of chairs and couches, between cushions, in the folds of curtains, in drawer joints, in electrical receptacles and appliances, under loose wall paper and wall hangings - even in the head of a screw. Since bed bugs are only about the width of a credit card, they can squeeze into extremely small crevices. If an opening will hold a credit card, it could hide a bed bug.

- b. **Prevention.** Here are few simple precautions from the EPA that can help prevent bed bug infestation:
- Check secondhand furniture, beds, and couches for any signs of bed bug infestation before bringing them home.
 - Use a protective cover that encases mattresses and box springs and eliminates many hiding spots. The light color of the encasement makes bed bugs easier to see. Be sure to purchase a high-quality encasement that will resist tearing and check the encasements regularly for holes.
 - Reduce clutter to reduce hiding places for bed bugs.
- c. **Purpose and Goal.** It is the Management's goal to maintain a quality living environment for all Residents. In order to achieve this goal, it is important for Management and Resident to work together to minimize the potential for any bed bugs in the dwelling Apartment or surrounding areas.
- d. **Representations.** Resident understands and acknowledges that Management has relied on Resident's representations to Management in this handbook regarding bed bugs.

e. **Prior to Bed Bug Problems** [Check one]

- ð Resident represents that Resident is not aware of any bed bug infestation or presence of bed bugs in Resident's current or prior residence or Resident's personal property, such as furniture, clothing, linens, etc.; OR
- ð Resident discloses prior bed bug infestation(s) of Resident's residence or personal property, as described below:

Address of infestation: _____

Date(s) of Infestation: _____

Treatments Dates: _____

Result of Treatment: _____

If Resident discloses a prior bed bug infestation, Resident represents that all of Resident's personal property and possessions have been treated for bed bugs and are currently free of bed bugs, and Resident agrees that Management may review documentation of treatment and conduct an inspection of Resident's personal property for signs of bed bugs, if Management deems necessary.

f. **Move-In Inspection.** Resident agrees that Resident: [Check one]

- ð *has inspected the Apartment prior to move-in and that Resident did not observe any evidence of bed bugs or bed bug infestation*
- ð *will inspect the Apartment within 72 hours after move-in and will notify Management via a service request of any bed bugs or bed bug infestation elects to have an inspection of the Apartment performed at Resident's expense by an approved third-party pest control vendor within 72 hours after move-in. Management has a list of approved licensed professional (third party pest control vendors) that may inspect the Apartment*
- ð *Management agrees that if after the move-in inspection it is determined that there are bed bugs in the Apartment, Management will have its own pest control vendor re-inspect the Apartment and, if bed bugs are present, Management will have the Apartment treated for bed bugs at Management's expense. If after the re-inspection it is determined that there are no bed bugs in the Apartment, any preventative treatment that Resident opts to take will be at Resident's own expense.*

g. **Reporting.** Resident must promptly report any of the following to Management:

- any known or suspected bed bug infestation or presence of bed bugs in the Apartment, or in any of Resident's clothing, furniture, linens, or other personal property
- any recurring or unexplained bites, stings, irritations, or sores of the skin or body which Resident believes are caused by bed bugs, or by any condition or pest Resident believes is in the Apartment

- if Resident discovers any condition or evidence that might indicate the presence or infestation of bed bugs, or of any confirmation of bed bug presence in the Apartment by a licensed pest control professional or other authoritative source

21. **DAMAGES**. The Student is solely responsible for all damages done to their 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 they are 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.

22. **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).**

23. **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.

24. **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.

25. **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.
26. **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.
27. **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.

28. **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 fall 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 terms 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 _____

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 the Information Packet and this Contract. I hereby accept the terms and conditions of this contract on their behalf and agree to be liable for this contract until they reach 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 fall term, as specified by the University Academic Calendar.

Signature of Parent or Legal Guardian: _____ Date: _____

Print Name of Parent or Legal Guardian: _____

Terms: Fall 2020-Spring 2021