



# University of Pittsburgh

## SUMMER TERM HOUSING/DINING SERVICES CONTRACT

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**THIS INFORMATION HAS BEEN DESIGNED TO ASSIST YOU IN APPLYING FOR UNIVERSITY HOUSING. 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 do the following:

- (1) Agree to the terms and conditions for the Housing/Dining Services contract by executing the Housing/Dining Services Contract Acceptance Form.
- (2) Read the provided "Facts About Meningitis" brochure and complete the vaccine form online.
- (3) Complete your application with meal plan preference.

### **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 will not be processed.

### **TERMS AND CONDITIONS:**

1. **ELIGIBILITY**. To be eligible for occupancy in University Housing, a person must be regularly enrolled at the University of Pittsburgh for the entire period of the contract, and must be at least the age of 16 by the move-in date of their indicated summer session, as specified by the Contract in correlation with the University Academic Calendar. See the "AGE" section of this document.
2. **TERM OF AGREEMENT**. This Contract is a one-term commitment for a University Housing and Dining Services for the **SUMMER 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 a transfer interest in or lien on real estate. This Contract may not be reassigned or transferred.

4. **OCCUPANCY.** This Contract provides for occupancy of an assigned space in University Housing for the Summer Term specified by this Contract.

**Move-in Dates:** The Student may move in to his/her University Housing accommodation on the check-in date specified for their registered session type.

**Move-out Dates:** You must comply with the appropriate check-out date for your session. However, you may extend your stay by bringing verification of registration for additional sessions to Panther Central only.

Students may not occupy University Housing other than as specified in this section. The University may charge a penalty to any Student who fails to vacate University Housing on the dates specified by this Contract

**MOVE-IN AND OUT DATES**

<u>Session Type</u>	<u>Check-In Date</u>	<u>Check-Out Date</u>
1 <sup>st</sup> 4 Week Session	Sunday, May 12	Sunday, June 19
2 <sup>nd</sup> 4-Week Session	Sunday, June 9	Sunday, July 7
3 <sup>rd</sup> 4-Week Session	Sunday, July 7	Sunday, August 4
1 <sup>st</sup> 6-Week Session	Sunday, May 12	Sunday, June 23
2 <sup>nd</sup> 6-Week Session	Sunday, June 23	Sunday, August 4
12 Week Session	Sunday, May 12	Sunday, August 4
Traditional Summer Term	Sunday, May 5	Sunday, August 11

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.

5. **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 he/she selected (see section 9 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.

6. **STUDENT TERMINATION OF THE HOUSING/DINING SERVICES CONTRACT.** This Contract may not be terminated by Student, except due to involuntary military service. All other requests for a Contract termination by a student are reviewed on a case-by-case basis by the University, subject to a non-refundable review fee. 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.

In all cases listed in Section 6 of this Contract, the University may declare the entire amount of Fees, along with any other applicable charges due under this Contract, to be immediately due and payable by the Student. Upon termination of this Contract by the University, the Student shall vacate University Housing in accordance with the terms specified by the University.

7. **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 danger to him/herself, others, the University community, or the community at large.

**In all cases listed in Section 7 of this Contract, the University may declare the entire amount of Fees along with any other applicable charges due under this Contract, to be immediately due and payable by the Student.** Upon termination of this Contract by the University, the Student shall vacate University Housing in accordance with the terms specified by the University.

8. **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 account that the Student designated in PittPAY for direct deposit.

9. **ASSIGNMENTS.** Summer Term accommodations will be located in Tower A. These accommodations will be either a single or double occupancy with communal bathroom facilities. It is not permitted to remove or request the removal of the bedroom furniture. 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.

10. **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. All housing and meal plan charges will be billed to the Student's University account. Housing charges will be billed at a \$33.33 daily rate of a single accommodation. For those registered summer session students who find it necessary to stay in the Residence Halls between the end of the Spring Semester and the beginning of their chosen Summer Term, the Daily Rate will apply. These fees will be added to the Student's Summer Term Housing Fee, and the Student will be required to relocate to Tower C on Monday, April 29, 2019.

11. **MEAL PLANS.** All students residing in Residence Halls are required to purchase a meal plan. The meal plans consist of Dining Passes and Dining Dollars and are valid for the assigned date range.

**Summer Meal Plan Options:**

<b>4 Week</b>	<b>6 Week</b>	<b>12 Week</b>	<b>Additional Weeks</b>
Unlimited Access with \$40 Dining Dollars	Unlimited Access with \$60 Dining Dollars	Unlimited Access with \$120 Dining Dollars	Unlimited Access with \$10 Dining Dollars
\$560	\$840	\$1,680	\$140/wk

*Please Note: You will be assigned a meal plan based on your move-in and move-out dates. Minimum meal plan requirement is 4 weeks. Additional weeks may be added as referenced above.*

12. **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 <http://online.fliphtml5.com/qsbi/jxgd/>. 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.
13. **CONDITION OF ROOM.** The Student agrees to keep his or her living accommodation in a clean and sanitary condition. Before moving out, the 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 Summer Term closing date. Any personal property remaining in University Housing after Student’s departure shall 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.
14. **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.
15. **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.

16. **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 common, public, and semi-private areas, along with other resident Students, where the University cannot determine the identity of the responsible party. The Student shall pay all charges when due according to the date set by the University.

17. **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).**

18. **COOKING.** The University will permit cooking only in the designated kitchen areas of 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.

19. **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.

20. **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.

21. **DISABLED STUDENTS.** A variety of facilities and services are available for students with disabilities. Students with disabilities who require adapted facilities or services should contact the office of 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.

22. **MENINGITIS.** As a condition of occupancy in University Housing, Pennsylvania law requires all students living in University Housing to receive a one-time vaccination against meningococcal disease commonly known as meningitis, OR, to sign a waiver that indicates that they are choosing to decline the vaccine. The required form must be signed along with the Housing/Dining Services Contract. Completion and return of this form is required for a student to receive a housing assignment. Forms may also be faxed to Panther Central at 412-383-7878.
  
23. **AGE.** Students under the age of 16 are not eligible to live in on-campus housing. Students must be 16 years of age by the move-in date of their indicated summer session, in order to be eligible for on-campus housing. 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. .

Name:

PeopleSoft#:



# 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") for the academic term identified below. I understand and agree to the terms of the Contract. I am returning this signed Contract Acceptance Form and completed Housing/Dining Services Application Form.

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

Print Name of Student: \_\_\_\_\_

Room Style Request (Single or Double Accommodation): \_\_\_\_\_

Requested Dates of Stay: \_\_\_\_\_

**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 move-in date of their indicated summer session.

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

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

Summer 2019

**For Administrative Use Only:**

Room Assignment: \_\_\_\_\_

Confirmed Dates: \_\_\_\_\_