



Department of Housing, Dining, and Campus Life

## HOUSING AND DINING AGREEMENT for FULL ACADEMIC YEAR or SUMMER SESSION 2017-2018

This Housing and Dining Agreement for Full Academic Year Fall 2017/Spring 2018 or Summer Session (hereinafter Agreement) is binding on students living in residence hall accommodations at Mansfield University (hereinafter MU) of Pennsylvania.

### I. INTRODUCTION

All students living in residence halls agree to comply with the terms and conditions noted within this Agreement, all current rules, regulations, procedures and responsibilities set forth in the MU Residence Hall Handbook, the MU Student Code of Conduct, and any other relevant MU documents regarding on-campus student housing and dining. The relationship between the student and MU should not be construed to constitute a landlord/tenant relationship.

### II. GENERAL CONDITIONS

This Agreement is between the University and the student (and the student's parent/guardian if under 18 years of age) when the student's signature appears on this Agreement. The Agreement is nontransferable.

Failure to comply with the terms of the Agreement may result in cancellation of the Agreement with possible financial penalties and judicial action at the discretion of the Department of Housing, Dining, and Campus Life. During the term of the Agreement, MU reserves the right to alter any rates for housing or dining services. Rates are not guaranteed from one year to the next.

### III. ELIGIBILITY

To be eligible for residence in on-campus housing, the student must be admitted and enrolled as an undergraduate, graduate or special non-degree student at the University and have paid required University fees. **Dropping below the university full-time course load of 12 credits per semester (nine credits for graduate students) and/or choosing online classes during the Agreement period does not release the student from the financial responsibility for the Agreement period.** In addition, the student must fulfill mandatory immunization requirements, as outlined in University policy and the *Student Health Evaluation Form*.

### REQUIRED MENINGITIS VACCINE FOR STUDENTS.

Pennsylvania State Law requires all students living in University housing, to either have the meningitis vaccine or sign a declination statement after having received information concerning the benefits of receiving the meningitis vaccine. Students who do not either have the vaccination or sign the declination statement will not be permitted to reside in University housing.

### IV. TERM – LENGTH OF AGREEMENT

The term – length of this Agreement shall be for the **ENTIRE ACADEMIC YEAR, SUMMER SESSION or period specified** at times when the University is in session or the student's official arrival date (whichever occurs first), until the day (24 hours) following final exams or period specified. The Agreement cannot be terminated or canceled except under the conditions cited in section XII of this Agreement.

### V. PAYMENTS AND FEES

A \$100.00 non-refundable application fee is required for on-campus housing each academic year. Students living in the residence halls are required to pay residence hall fees and are also required to select one of the on-campus meal plans. Although this Agreement is for the entire academic year, housing and dining costs are paid by the semester

upon receipt of an invoice from Student Accounts. Please refer to the website <http://www2.mansfield.edu/residence-life/housing-dining-rates.cfm> for the most recent information on residence hall and dining fees.

## **VI. ASSIGNMENT OF SPACE**

The University will not unlawfully discriminate in room or hall assignments on the basis of race, color, religion, national origin, ancestry, sexual orientation, or disability. The University further recognizes and appreciates the educational value of diversity and does not consider differing backgrounds, physical characteristics, race, religion, or sexual orientation acceptable grounds for honoring room change requests.

There is no guarantee that a specific hall, room or roommate preference will be honored. Also, criteria utilized for making roommate selections (i.e., non-smoker, smoker, course of study, etc.) cannot be guaranteed; however, these criteria will be met as closely as possible. MU's inability to honor assignment preferences will not void this agreement. Requests for re-assignment will be considered once the school year has begun if space is available with the approval of appropriate staff. If the student has a disability and requires special accommodations, please contact the Department of Housing, Dining, and Campus Life in writing to [housing@mansfield.edu](mailto:housing@mansfield.edu) about the specific needs well in advance of the desired date of arrival.

MU reserves the right to: a) change room or hall assignments; b) relocate individuals or groups of individuals; or c) consolidate vacancies by requiring residents to move (see Consolidation Policy below). When a vacancy occurs, the University reserves the right to show the room and assign a new occupant. Furthermore, the University reserves the right to adjust housing assignments for the purpose of meeting American with Disabilities Act requirements, responding to disciplinary concerns, coping with unexpected fluctuations in the student ratio on campus or demand for housing.

The University does not have accommodations for married students to reside with their spouses or for students to reside with children. Minor children (a person under the age of 18), who are not matriculating students, are not allowed to spend the night in the residence halls unless it is a MU sanctioned event/program, as per the Protection of Minors Policy. When visiting in the residence halls during the day, minor children must have adult supervision at all times.

## **VII. TEMPORARY HOUSING**

If you cannot be assigned to a permanent space, a temporary assignment may be provided within the residence halls. When a permanent assignment becomes available, you will relocate as designated.

## **VIII. CONSOLIDATION**

Due to limited availability of certain assignment types, it may become necessary to consolidate students. All students who are residing in the affected rooms will be given the opportunity to: a) pay for the room in its entirety (space allowing); b) find another roommate; c) be assigned a roommate (if available); or d) be reassigned to another room.

Generally, students will not be required to move into other buildings, or other suite types. The Department of Housing, Dining, and Campus Life will make efforts to keep students affected by the Consolidation Policy within the same building and floor (if available spaces exist). *Students without roommate(s) are encouraged to seek out roommate(s) or a new room/suite during the Room Change Period as outlined in the Residence Hall Handbook.*

Failure to follow appropriate procedure may result in financial charges, administrative action, or both. Unauthorized changes in assignments by residents will result in applicable University action, including but not limited to disciplinary action, fines and the return to the original assignment.

## **IX. BREAK HOUSING**

Students living in on-campus housing may not occupy their units during official break periods designated by MU, which typically include Thanksgiving Break, Winter Break, and Spring Break periods since on-campus housing and dining facilities are closed (notification will be sent prior to the break periods). Break housing will be provided in a

designated residence hall location for international students, athletes participating in competition, student teachers or internship participants whose programs continue during a break period. Other students will be housed on a space-available basis in break housing and will be charged the daily fee at the current room rate for the number of days housing is provided. *During low demand periods, and due to safety considerations, the University may not provide break housing.*

#### **X. VACATING**

Except as otherwise provided, the residence halls must be vacated: a) within 24 hours after termination of this Agreement or person no longer eligible as set forth in III above b) within 24 hours after a student's last final examination of the semester; or c) at the official closing time. Official closing notices will be communicated by staff prior to the close of each semester or break period. The student is responsible for reviewing email communications and for following checkout procedures and timelines.

Failure to check out properly (over any breaks, after release or upon termination of the Agreement) will result in a \$25.00 improper check-out charge and may include lock change and/or cleaning related charges.

If the student does not vacate the space assigned by the University at the conclusion of the period specified in this Agreement, or if the student does not remove all items of personal property from such space before the conclusion of the Agreement period, the University may remove all property brought into or permitted in the space by the student and restore the space. Any property removed by the University may be stored or treated as abandoned property and disposed of accordingly. The University will not be liable for any damage to or loss of such property that occurs during the course of removal, storage, or disposal. The student shall pay all costs (minimum of \$100.00) incurred by the University in removal, storage, or disposal, and in restoring the space.

#### **XI. DINING SERVICE**

Students residing in on-campus housing are required to choose one of the University's resident meal plans.

Upon notification or in cases of emergency, the University may adjust meal hours and dining service locations. Dining service is not provided under this Agreement during official break periods. Students who need to change meal plans may do so by submitting written requests to the Department of Housing, Dining, and Campus Life no later than 4:00pm on Friday, August 25, 2017 for fall semester and 4:00pm on Friday, January 19, 2018 for spring semester.

#### **XII. CANCELLATION/TERMINATION AND REFUNDS**

The Agreement is binding for the period of one academic year, fall and spring semesters, (or remaining portion thereof) or summer session, and may not be transferred or reassigned. **THE AGREEMENT WILL NOT BE TERMINATED IN ORDER FOR STUDENTS TO LIVE OFF CAMPUS, STUDY ONLINE, DROP BELOW FULL-TIME STATUS OR COMMUTE.** Students may be eligible for termination of the Agreement and a refund of the room fees under the following conditions:

- Withdrawal from the University during the semester automatically terminates the Agreement. Residents must withdraw with the Office of Student Retention, and notify the Department of Housing, Dining, and Campus Life.
- A resident student is dropped from the academic rolls of the University, as determined by University policies (housing may be reinstated if the student is readmitted to the University during the Agreement period).
- A resident student is called to active military duty.
- A resident student graduates and will not engage in additional study at the University.
- A resident student is assigned to and can provide documentation of a Mansfield University approved internship, student teaching assignment outside of the Mansfield area (50-mile radius) or exchange program abroad in lieu of classes on the Mansfield University campus.
- A resident student leaves the Mansfield University main campus to attend class at the Sayre Campus.

**Applying for Release from the Agreement. A student seeking release from this agreement must submit** a complete Housing and Dining Agreement Release Request form available upon request to the Department of Housing, Dining, and Campus Life and provide specific written documentation in support of the request **to be considered for**

**cancellation.** Upon review of the request, the University may permit residents to be released from on-campus housing and meal plan. A financial penalty may be imposed.

**Cancellation Penalties (after Housing & Dining Agreement has been signed):**

- CANCEL (on or before February 28, 2017) – students granted release will lose the \$100 non-refundable application fee
- CANCEL (March 1, 2017 to April 30, 2017) – students granted release will lose the \$100 non-refundable application fee and will also be responsible for a \$250 cancellation penalty
- CANCEL (May 1, 2017 to June 30, 2017) – students granted release will lose the \$100 non-refundable application fee and will also be responsible for a \$500 cancellation penalty
- CANCEL (July 1, 2017 to July 31, 2017) – students granted release will lose the \$100 non-refundable application fee and will also be responsible for a \$1000 cancellation penalty
- CANCEL (August 1, 2017 through end of 2017 Fall Drop/Add period) – students granted release will lose the \$100 non-refundable application fee and will also be responsible for a \$2000 cancellation penalty
- CANCEL (within the Fall 2017 semester) – students granted release after the fall semester drop/add period will lose the \$100 non-refundable application fee and will also be responsible for a \$2500 cancellation penalty
- CANCEL (for Spring 2018 semester) – students granted release from spring housing before January 1, 2018 will lose the \$100 non-refundable application fee and will also be held accountable for a \$3500 cancellation penalty; students cancelling spring housing after January 1, 2018 will lose the \$100 non-refundable application fee and will also be held accountable for cancellation fees equal to the full spring semester housing cost

**Refunds of Housing and Dining Fees.** Students eligible for a refund of room and/or dining fees during the semester will have the refund balance calculated on a percentage basis, as implemented by MU and applied as a credit to the student's university account. During summer sessions, once the student checks into a room/suite, no refund is available regardless of reason for leaving. **Any refunds of housing and dining fees will be based on the date of official check-out (date keys are returned) from the residence hall.**

Students who receive federal and/or state aid and who withdraw from the University will have their aid recalculated based on federal and state regulations and may owe a balance to the University. Residents dismissed from a residence hall for disciplinary reasons are not eligible for a refund of room charges.

**XIII. INDEBTEDNESS**

Failure to satisfy the financial obligations required under this agreement by established deadlines may result in any of the following: removal from housing, termination of this Agreement, denial of meals, denial of issuance/transfer of grade transcripts and/or enrollment, late fee charges, and/or denial of services at the University's discretion.

**XIV. GENERAL PROCEDURES AND POLICIES**

Students shall comply with all health, fire, safety, and criminal regulations of municipal, state or federal authorities, as well as with the rules and regulations in force or adopted by the University relating to occupancy and use. The University administration and hall staff reserve the right to enter/inspect residence hall rooms/suites (1) at initial occupancy, during breaks and prior to departure; (2) to make repairs at any time during the school year; (3) when there are reasonable grounds to believe a condition exists which constitutes a danger to the health, safety, and security of the occupants of a room, suite or residence hall; (4) to make routine inspections for maintenance, health and safety, and to perform required services; or (5) when there is reason to believe a specific violation of University or Department of Housing, Dining, and Campus Life policy is taking place.

**XV. REPAIRS AND ROOM/SUITE CONDITION**

Prior to the beginning of occupancy, an inventory will be taken by a representative of the University, validated and signed by the occupant. The student is responsible for keeping the room/suite, furniture, and fixtures in good condition. Students are expected to maintain their room/suite in an orderly, safe and sanitary condition at all times. The student is not permitted to use nails, tacks, screws, etc. in the walls, ceilings, woodwork or doors. The student is

not permitted to perform repairs in rooms/suites or on furnishings and equipment. The student is not to paint or alter furnishings or equipment from its intended use. At the end of the Agreement period or when a student vacates the room/suite, the University will take final inventory. The student(s) assigned to that room/suite will be charged for any damage or cleaning necessitated as determined by the Department of Housing, Dining, and Campus Life and/or the Facilities Department. *Damage/charges for public and common areas will be split among all residents of the floor or residence hall unless the responsible individuals are identified.*

**XVI. KEYS**

The student's room/suite key and mailbox key is for the sole use of the occupant and may never be given or loaned to any other individual. At the expiration or other termination of this Agreement, the student shall surrender possession of the unit and shall return all keys to the room/suite and mailbox to the hall staff. Failure to do so will subject the student to an obligation to pay for all lock changes and key replacement(s).

**XVII. LIABILITY**

The University will not assume responsibility for accident, personal injury, or illness sustained by the student, guests or visitors, or for the damage, theft or loss of personal property. The undersigned releases the University, its officers, agents, and employees from any liability on account of any accident, injury, illness, property damage, theft or loss. In the event of damage by fire, smoke, water, steam, excessive heat or cold, or other causes which render a room/suite wholly unfit for occupancy, the University reserves the right to reassign the resident to alternate housing accommodations. The University shall not be directly or indirectly liable for loss of or damage to any article of personal property anywhere on the premises due to insufficient or excessive heat, cold, smoke, fire, water, steam, electrical surge, the elements, actions of third persons, or for ANY REASON. Personal property of residents is not covered by the University insurance. ***Occupants are strongly encouraged to carry their own insurance protection against loss of, or damage to, their personal property.***

Your signature (electronic or actual) below acknowledges that you have read and agree to comply with the terms of this Agreement.

\_\_\_\_\_  
Signature of Student

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Parent/Guardian\*

\_\_\_\_\_  
Date

\*If student is under 18 years of age