



## HOUSING & DINING AGREEMENT for FULL ACADEMIC YEAR 2021-2022

This Housing & Dining Agreement (hereinafter Agreement) for Fall 2021/Spring 2022 (Full Academic Year) is binding on students living in residence hall accommodations at Mansfield University of Pennsylvania (hereinafter MU).

**Carefully read the terms and conditions of the Agreement prior to accepting it.**

### 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 is a permissive license and in no circumstances should be construed to constitute a landlord/tenant relationship.

### II. GENERAL CONDITIONS

This Agreement is between MU 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 revocation of the license and termination of this Agreement with possible financial penalties and judicial action at the discretion of MU. 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 MU and have paid required fees. **Generally speaking, dropping below the 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; however, this is at MU's discretion.** In addition, the student must fulfill mandatory immunization requirements, as outlined in MU policy and the *Student Health Evaluation Form*.

Your eligibility to live in on-campus housing is not guaranteed. A violation of criminal law, code of conduct, the MU Residence Hall Handbook, this Agreement, other health, safety or welfare issue or an unpaid invoice due to MU may violate this Agreement or preclude you from securing housing under a similar Agreement in the future. MU reserves the right to cancel the Agreement for such reasons.

### REQUIRED MENINGITIS VACCINE FOR STUDENTS.

Pennsylvania State Law requires all students living in MU 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 MU housing.

#### **IV. TERM – LENGTH OF AGREEMENT**

The term – length of this Agreement shall be for the **ENTIRE ACADEMIC YEAR or period specified** at times when MU 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 cancelled 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. **This fee may not be deferred, waived or applied to another semester.** If student has cancelled their housing, as per the terms of the Agreement, the student may not use the “same” housing application fee to re-enter housing later, regardless of the reason you cancelled. A new housing application fee will be required.

Students living in on-campus housing 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 [mansfield.edu/housing](http://mansfield.edu/housing) for the most recent information on residence hall and dining fees. Fees do not cover break periods when MU is officially closed.

#### **VI. ASSIGNMENT OF SPACE**

MU will not unlawfully discriminate in room or hall assignments on the basis of race, color, religion, national origin, ancestry, sexual orientation, or disability. MU 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.

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, MU reserves the right to show the room and assign a new occupant. Furthermore, MU 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.

MU 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.

#### **SPECIAL HOUSING ACCOMMODATIONS.**

Students with disabilities must coordinate with the Office of Services for Students with Disabilities to receive accommodations, in compliance with the Rehabilitation Act of 1973, the Americans with Disabilities Act, and other applicable laws. Students are assured that the accommodations will be provided in a non-discriminatory manner, be comparable, convenient, and accessible, and will not be at or less than the cost assigned to other students.

Students with special housing or dining accommodation requests must contact Student Living in writing to [housing@mansfield.edu](mailto:housing@mansfield.edu) about the specific needs well in advance of the desired date of arrival. Depending on the nature of the request, you may be referred to the Office of Services for Students with Disabilities to provide documentation from your physician stating your specific housing or dining request and reason/need for this request. The materials will be reviewed and recommendations will be made to Student Living on how to meet the needs. Students with service/support animals must have a housing accommodation letter from the Office of Services for Students with Disabilities for the animal before it resides on-campus.

## **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 room types. Student Living 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 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 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. Students permitted to remain on-campus for breaks may be consolidated and relocated due to safety concerns. *During low demand periods, and due to safety considerations, MU 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 MU 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, MU may remove all property brought into or permitted in the space by the student and restore the space. Any property removed by MU may be treated as abandoned property and disposed of accordingly. MU will not be liable for any damage to or loss of such property that occurs during the course of removal or disposal. The student shall pay all costs (minimum of \$100.00) incurred by MU in removal or disposal, and in restoring the space.

## **XI. DINING SERVICE**

All MU students are eligible to purchase a meal plan. All residence hall students are required to choose one of resident meal plans. The meal plan chosen in the fall semester will automatically be reassigned for the spring semester unless the student chooses to change meal plans during the defined dates below. Flex balances carry forward from fall to spring semesters. Any remaining balance of Flex at the end of the spring semester will be forfeited.

Upon notification or in cases of emergency, MU 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 Student Living no later than 4:00pm on the Wednesday before each semester begins. Students will not be permitted to decrease plans after this date, but may increase any time.

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

The Agreement is binding for the period of one academic year, fall and spring semesters, (or remaining portion thereof), 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 MU during the semester automatically terminates the Agreement. Residents must withdraw with the Registrar's Office, and notify Student Living.
- A resident student is dropped from the academic rolls, as determined by MU policies (housing may be reinstated if the student is readmitted to MU 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 MU.
- A resident student is assigned to and can provide documentation of a MU approved internship, student teaching assignment outside of the Mansfield area (50-mile radius) or exchange program abroad in lieu of classes on the MU campus.
- A resident student leaves the MU main campus to attend class at the Sayre Campus.
- A resident student demonstrates serious extenuating circumstances when, in Student Living's judgment, living elsewhere is warranted.

**Release from the Agreement by the Student.** A student seeking release from the entirety or a portion of this Agreement must submit a complete Housing & Dining Agreement Release Request form available upon request to Student Living and provide specific written documentation in support of the request to be considered for cancellation. Upon review of the request, MU may permit residents to be released from on-campus housing and/or meal plan. A financial penalty may be imposed. **Please review and understand the following cancellation penalties completely before agreeing to the terms of this Agreement.**

### **Cancellation Penalties (after Agreement has been signed):**

- CANCEL (on or before February 28, 2021) – no cancellation penalty
- CANCEL (March 1, 2021 to April 30, 2021) – \$250 cancellation penalty
- CANCEL (May 1, 2021 to July 31, 2021) – \$500 cancellation penalty
- CANCEL (August 1, 2021 through end of 2021 Fall Drop/Add period) – \$1000 cancellation penalty
- CANCEL (within the Fall 2021 semester after Fall Drop/Add period) – \$2500 cancellation penalty
- CANCEL (for Spring 2022 semester) –
  - Before January 1, 2022 – \$500 cancellation penalty
  - January 1, 2021 through end of 2022 Spring Drop/Add period) – \$1000 cancellation penalty
  - Within the Spring 2022 semester after Spring Drop/Add period) – \$2500 cancellation penalty

In addition to the cancellation penalties outlined above, if a student terminates this agreement after the semester starts, the student will be charged a prorated per diem rate for those days.

**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, 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. **Not using or underutilizing a room assignment or meal plan during the term of the Agreement is not sufficient grounds for a refund request.**

**Termination by MU.** MU may cancel or temporarily suspend performance of any part of this Agreement due to emergency needs or other occurrence beyond the reasonable control of MU. In the event MU cancels this Agreement due to any act, order, regulation, or request of any governmental authority or agency or other occurrences including, but not limited to, natural disasters, fires, epidemics, pandemics or quarantines, MU will offer fair and reasonable credits of fees paid by impacted residents as appropriate and based on information available at that time. If this occurs, MU will notify the impacted residents as soon as practicable.

MU may cancel or temporarily suspend performance of any part of this Agreement if the student (1) does not meet the eligibility requirements; (2) violates any term or condition of this Agreement, the MU Residence Hall Handbook, the MU Student Code of Conduct, and any other relevant MU documents regarding on-campus student housing and dining; (3) fails to satisfy in a timely manner all financial obligations to MU; (4) engages in conduct that disregards the rights of other residents, jeopardizes the safety and/or well-being of the student or other residents; or otherwise disrupts the housing environment; or (5) if the student's conduct and/or proven criminal record indicates a potential threat or danger to the student or the MU community.

Agreements terminated for any reason (withdrawal, academic dismissal, housing revocation, etc.) must vacate their rooms within 24 hours of notification. Loss of housing could result if Student Living staff determine that an individual's behavior is detrimental, disruptive or disorderly to community living. Students who receive federal and/or state aid and who withdraw from MU will have their aid recalculated based on federal and state regulations and may owe a balance to MU. **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 MU'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 MU relating to occupancy and use. MU administration and Student Living staff reserve the right to enter/inspect residence hall rooms (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 policy is taking place.

### **XV. REPAIRS AND ROOM CONDITION**

Prior to the beginning of occupancy, an inventory will be taken by a representative of MU. The student is responsible for keeping the room, furniture, and fixtures in good condition. Students are expected to maintain their room 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. **ONLY** 3M Command Adhesive products are permitted to hang items on the walls and **MUST** remain on walls for proper removal by the Maintenance Staff.

Due to health and safety guidelines, the student is responsible for the cleanliness of their room and living area. If a room is found in disarray, the student may be face disciplinary sanctioning. The student is not permitted to perform repairs in rooms 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, the Student Living staff will take final inventory. The student(s) assigned to that room will be charged for any damage or cleaning necessitated as determined by Student Living 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 key and mailbox key is for the sole use of the occupant. Unauthorized possession, sharing of keys, duplication or use of residence halls keys/access cards is subject to disciplinary action. At the expiration or other termination of this Agreement, the student shall return all keys 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**

MU will not assume any liability under this Agreement and is not responsible 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 MU, its officers, agents, and employees from any liability on any account. MU will not be liable for 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 wholly unfit for occupancy, MU reserves the right to reassign the resident to alternate housing accommodations. MU shall not be directly or indirectly liable for any loss or damage to any property regardless of cause. MU will not be liable for loss 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 MU insurance.

*Occupants are strongly encouraged to carry their own insurance protection against loss of, or damage to, their personal property.*

#### **XVIII. FINAL DISCLOSURE**

By accepting this Agreement, you, the student (and the student's parent/guardian if under 18 years of age), agree that you have read and understand the terms and conditions of the Agreement, the Student Code of Conduct, and the Residence Hall Handbook. Once you have accepted the Agreement terms, completed and electronically signed the Agreement and paid the non-refundable application fee, you are financially obligated for the entire 2021-2022 academic year. Your access to the Agreement is conducted electronically and you agree that Student Living may communicate with you electronically for all aspects of the terms of the Agreement, including sending you electronic notices. All electronic communications will be sent to your official MU e-mail account.