

## **PART I: General Information**

This document constitutes an agreement between the undersigned student-resident (hereafter called “resident”) and Millersville University (hereinafter called “University”), acting by and through its Office of Housing and Residential Programs, and sets forth the terms and conditions on which the resident will occupy the premises in the University-managed residence Halls. The Agreement is for the - 2016-2017 academic year (fall and spring semesters). The University provides accommodations for scheduled students only with preference being given to full-time undergraduate students and limited accommodations for graduate students. Students at less than full-time status may be accommodated depending on specific circumstances. If a student with a disability needs accommodation related housing, the student should follow the process set forth below.

- I. All full-time undergraduate students with less than 60 hours attempted are required to live on campus. On campus is defined as residing in one of the following residence halls: Reighard, Shenks, South Village (phase I), East Village (phase II) or West Village (phase III). Students interested in living off-campus must have attempted at least 60 credits or have completed four (4) **full** semesters (does not include summer or pre-sessions) before they can move off campus.

Students may request a waiver to the residency requirement. Waiver must be submitted using the student’s MAX account and will be considered on a case by case basis. Students may request exceptions to the residency requirements based on one of the following criteria:

- a. For the Fall term, a student withdraws by completing a Withdrawal form in the Registrar’s Office, thereby withdrawing from classes before the first day of the semester (and officially checks out of his/her room) before the first day of the semester.
- b. For the Spring term, a student withdraws by completing a Withdrawal Form in the Registrar’s Office, thereby withdrawing from classes (and officially checks out of his/her room) before the first day of the semester.
- c. A resident student is dropped from the academic rolls of the University, as determined by University policies (*housing may be reinstated if student is readmitted to the University during the academic year*).
- d. A resident student is called to active military duty.
- e. Commuting within 40 miles of Millersville University from the student’s permanent home address living with a parent or legal guardian.
- f. A resident student graduates.
- g. A resident student is assigned to and can provide proof of a Millersville University approved internship, student teaching assignment outside of the Millersville area, or exchange program abroad; in lieu of classes on the Millersville University campus.
- h. A resident student marries.
- i. Confirmed that property operated by Student Lodging, Inc. is secured by students with at least 30 credits.

Students signing this Housing agreement for the Fall semester are obligated to housing for both the Fall and Spring semesters and will be billed accordingly. The length of the agreement is for a full academic year (Fall and Spring). **Students requesting and receiving a waiver to the residency requirement after June 30, 2016 are subject to a minimum penalty in the amount of \$1,500.00.**

The release from the residency requirement is not guaranteed. Complete details on the process for requesting a waiver to the residency requirement can be obtained by contacting the Office of Housing and Residential Programs.

2. Students residing in any of the University owned or managed residence halls are required to have an approved meal plan.

3. Insofar as possible and as space permits, reasonable effort is made to honor requests for a specific housing assignment and/or mutual roommate requests. *Roommate requests must be mutual and be submitted in writing, before they can be honored.* The University will not accommodate roommate requests that discriminate based upon race, age, religion, sex, national origin, or physical disability. This agreement is for an assignment in the residence halls and not for a particular room or housing fee. The University reserves the right to make room assignments, temporary assignments, consolidation and reassignments when necessary. Housing and Residential Programs will have priority in backfilling vacancies that occur, regardless of the reason for vacancy. The right of final assignment lies with the University. Room changes may not be made without prior approval of Housing and Residential Programs.
4. A request for a housing accommodation related to a covered disability must be filed with the Learning Services Office, along with the Housing Agreement. Both should be submitted no later than May 1, 2016, for the fall semester, and December 1, 2016 for the Spring Semester. The University is not required to provide personal attendant care or individually prescribed devices for students with covered disabilities. Personal attendants are not permitted to reside in University-operated housing unless the attendant is a Millersville student otherwise qualified for residence. Arrangements for the provision of attendants are entirely the responsibility of the individual student and should be established well in advance of the time such services begin.
5. The Office of Housing and Residential Programs makes room assignments in accordance with lifestyle preferences as the resident may state whenever possible. However, the Office of Housing and Residential Programs reserves the right to make necessary reassignments (including but not limited to, community and roommate behavior issues, judicial reassignments, and facility repairs and renovations), and this Agreement guarantees a space only and not the specific assignment described above. Assignments are made without regard to ancestry, race, national origin, age, religion, disability, veteran status or sexual orientation. Unauthorized changes in assignments by residents will result in applicable University action, including but not limited to a return to the original assignment. The University does not have accommodations for married students with their spouses or for students with children or dependents.
6. Beginning the third week of the fall and spring semesters, residents without roommates/suitemates may be required to move together (consolidate) in order to honor roommate requests and offer single rooms/suites to interested students. Residents affected are contacted by a housing staff member and will be asked to be involved in the decision-making process. The consolidation policy is intended to make the best use of residential space.

**Questions?** Contact the Department of Housing and Residential Programs in Boyer Building at 717-871-4200, by Fax at 717-871-7965, email at [housing@millersville.edu](mailto:housing@millersville.edu) or visit our web page at [www.millersville.edu/housing](http://www.millersville.edu/housing).

## **PART II: Terms and Conditions of the 2016-2017 Agreement for the Department of Housing and Residential Programs**

- A. **Introduction.** This agreement sets forth specific rights and obligations related to student residence at Millersville University. Student and Millersville University recognize and agree that housing and residence life is one aspect of a larger set of relationships between student and University. Student agrees to abide by all University policies, regulations, and administrative requirements, as a condition of retaining the right to reside on campus. The University reserves the right, through appropriate authorities, to change its policies as necessary to achieve University goals.
- B. **Eligibility.** This Agreement grants a license for secondary temporary use of campus residence facilities and services by a student in connection with pursuit of a university education and confers no residence rights on any person who is not a student in good standing at Millersville University. The Agreement obligates the student to pay full housing charges for the academic year or for the remainder of the academic year if the Agreement is entered into after the start of the fall semester unless Agreement is cancelled in accordance

with paragraph V. Only students registered for classes at Millersville University are eligible to obtain the license conferred by the Agreement.

- C. Applicability.** The requirements of this Agreement apply to all students; regardless of the type of housing services supplied.
- D. Duration of Agreement.** This Agreement becomes effective after signing by the student and written acceptance of the student into University housing by Millersville University, and is for two academic semesters (Fall 2016 and Spring 2017) and expires at 12:00 p.m. (noon) on the day following the student's last final exam for Spring 2017 (except as outlined in paragraph V.). Student agrees to pay \$50.00 for each day or part of day in residence beyond the date (see paragraph U.).
- E. Entire Agreement Modification.** Only terms and conditions set forth in this Agreement shall constitute the agreement between Millersville University and the student with respect to residential services. This Agreement may not be modified except in writing by the Director of Housing and Residential Programs.
- F. Period of Occupancy.** Millersville University will provide campus housing for the 2016-2017 academic year (or the balance thereof) to the student, whose signature appears on the Housing Agreement, beginning on Saturday, August 27, 2016 at 12:00 Noon. The period of occupancy ends at 12:00 p.m. (noon) on the day following the last day of the student's final exam schedule for the Spring semester (and no later than 6:00 p.m. on Friday May 12, 2017). Students participating in Commencement on Saturday, May 13, 2017 may make special arrangements to remain in housing after 12:00 (noon) on Saturday, May 13, 2017. Students remaining in residence for Commencement must vacate by 6:00 p.m. on Saturday, May 13, 2017.

Students participating in December Commencement (Sunday, December 18, 2016) may make special arrangements to remain in housing until 6:00 p.m. on Sunday, December 18, 2016.

All dates listed within this Agreement are applicable to the 2016-2017 academic calendar as approved by the Executive Staff of the University. If the academic year is revised after this printing, the Director of Housing and Residential Programs may adjust the dates of occupancy and will communicate any changes by written addendum.

- G. Assignment Control; Overbooking.** *The University agrees to provide residential living service in University housing, but not a particular room, and the University reserves the exclusive right to determine the particular space to which the student is assigned.* A student is not permitted to assign or exchange space assignment given by the University, nor to assign any other right created by this Agreement to any other person or organization. To avoid vacancies resulting from late cancellation of Housing Agreements by students, the University reserves the right to offer agreements for housing with a slightly larger number of students than it has regular housing spaces available. Such overbooking may require that one extra student will be assigned to a room not normally intended for occupancy by the extra student (triple room); or that residence hall rooms intended for other purposes, such as study rooms, will be converted for use as sleeping rooms; or that students may be temporarily placed in a Resident Assistant (student staff) unit. These assignments are intended to be temporary; the University will reassign the extra students to regular housing assignments as vacancies occur due to normal attrition. *The student understands and specifically agrees that the University may, in its sole discretion, make such arrangements for a period not to exceed one semester and that such housing arrangements fulfill the University's obligation to provide housing under this agreement.*
- H. Maintaining Eligibility.** Student's residence rights under this Agreement may be lost due to failure to meet academic requirements, the imposition of disciplinary sanctions, or cancellation of the Agreement by the University after the student's breach of the Agreement.

**If a student is academically suspended, his/her housing agreement is immediately cancelled.** If the suspended student submits an academically based appeal to the Academic Standards Committee in care of the Registrar's Office; (within eight working days of the date of the notice of dismissal) and the appeal is granted by the Academic Standards Committee, the student is then eligible for University housing.

No refund of housing charges (including deposit) will be made to students suspended or dismissed for disciplinary action or breach of this Agreement (see paragraph W.).

*However, in all events, the University reserves the right to exclude immediately, without prior notice, any student whose behavior presents a substantial risk to the safety or health of self or other students, or whose behavior presents a reasonable likelihood of imminent substantial disruption of normal residence activities.*

**I. Housing Deposit and Payment of Housing Charges.** A non-refundable housing deposit is required with each Housing Agreement submitted (see Section V for New Admits). Payment of housing charges may be made in one of two ways.

1. **Single Payment.** The student agrees to pay all semester charges for residential services when billed. Fall semester bills are normally electronically sent in July with a due date in August. Spring semester bills are normally mailed in November with a due date in December.
2. **Installment Plans.** The student may contact the Bursar's Office to inquire about available payment plan options.

**Note:** Financial Aid, if any, will be applied toward the student's account balance including residence charges.

### SEMESTER HOUSING FEES

The housing deposit is applied towards room only. Please check the Housing and Residential Program's website for 2016-2017 housing rates. <http://www.millersville.edu/housing/housing.php>.

**J. Limitation on University Liability.** Millersville University shall have no responsibility for loss of or damage to student's personal property anywhere in the residential facilities, whether by fire, theft, or otherwise, or for direct or consequential damages arising from loss of, or any interruption of, any utility service provided by Millersville University or any other person or organization in connection with residence services. Student assumes all risk of all such loss. Insurance against such loss is student's responsibility; parent's homeowner's policy may provide coverage. A supplemental renter's insurance policy is strongly recommended.

**K. Room Entry by University Officials.** Student agrees that University officials may enter the student's room during the period of occupancy in accordance with the University's Administrative Room Entry and Search Procedure. Please contact the Office of Housing and Residential Programs for complete policy.

**L. Events Constituting Breach of Agreement by Student.** Student specifically understands and agrees that any of the following constitutes a breach of this Agreement:

1. Unauthorized possession of firearms anywhere on the campus of Millersville University.
2. Intentionally setting fire; intentionally causing any false fire alarms; vandalizing or tampering with any fire alarm or fire protection equipment; violating requirements limiting use of electrical equipment.
3. Abusing or misusing elevator equipment.
4. Intentionally throwing or dropping objects from windows in any residence hall.
5. Unlawful possession or use of any drug or controlled substance.
6. Failing to maintain enrollment status at Millersville University throughout the period of occupancy.
7. Failing to pay housing charges when they are due.
8. Failing to claim room by 5:00 p.m. on the first official day of classes (fall and spring semesters). A student who fails to claim his/her room as required forfeits the housing deposit (see paragraph V.).
9. Failing to complete the prescribed check-in procedure (i.e. picking up key, signing key card).
10. Possessing or storing ammunition, gasoline, kerosene, similar combustible materials, or any explosives anywhere in the residential area.

11. Repeatedly disturbing normal housing activities, repeatedly damaging housing facilities, or repeatedly interfering with other students' quiet enjoyment of housing facilities.
12. Keeping any animals (other than fish in a properly maintained aquarium, Office of Learning Services approved emotional support pet or leader dogs for the visually impaired) in University housing facilities.
13. Permitting regular use by others of space assigned to student, by assignment or otherwise or permitting residency by persons not authorized by the University.
14. Using space for any purpose that interferes with the rights of students to normal residence hall activities such as study and sleep.
15. Failing to comply with policies regarding use of alcohol, room keys, lofts, noise, guests, and University ID's. Each of these policies is described in the *Living On Campus* Handbook, which is available at [www.millersville.edu/housing](http://www.millersville.edu/housing).
16. Violating the Student Code of Conduct.
17. Violating state, federal, or local law.

**M. Effect of Breach.** The occurrence of any breach listed in paragraph L (above) may result in cancellation of this Agreement.

No refund of housing charges (including deposit) will be made to students suspended or dismissed for disciplinary action or breach of Agreement (see paragraph V.).

Except as provided in paragraph H., the University will notify student of breach and student will then have 48 hours after notice to appear before the Director of Housing and Residential Programs or his/her designee to present any evidence student deems appropriate. The Director of Housing and Residential Programs or designee will make a determination as to whether the Agreement is terminated by the breach and announce that decision to student. A student desiring to appeal the determination must file a written notice of appeal within 48 hours with the Office of the Vice President for Student Affairs.

In addition to the remedies for breach of Agreement provided here, any breach, which also constitutes a violation of University discipline rules or of state or federal criminal laws, may also be referred for University disciplinary action and criminal prosecution.

- N. Policies.** Student agrees to abide by the policies found in detail in *Living On Campus* handbook, (the Housing and Residential Programs student handbook) located at <http://www.millersville.edu/housing>. Failure to comply may result in cancellation of Agreement and/or disciplinary action. Student specifically agrees that all provisions of the *Living On Campus* handbook, all provisions and policies of the Department of Housing and Residential Programs, all University regulations, including the Student Code of Conduct, and all State, Federal, and local laws are binding upon student under this agreement.
- O. Housekeeping.** Student agrees to provide normal housekeeping and to use reasonable care in the use of common facilities and all furnishings. All housing furnishings are to be left in their designated locations. Students are expected to maintain a reasonably clean suite and a charge may be assessed for excessive uncleanliness.
- P. Damages.** Student agrees to pay costs of repair for damage (normal wear and tear excepted) to the assigned room.
- Q. Common Damages.** Housing and Residential Programs reserve the right to assess damages to the community of residents for damages that occur in the common area. Please contact the Housing and Residential Programs Office for a complete copy of the common damage policy.
- R. Condition of Room.** Student agrees to leave room in clean, orderly condition when occupancy ends, or to pay costs incurred by Millersville University in cleaning the room.
- S. Return of Room Key.** Student agrees to surrender room key(s) on or before the last day of occupancy. Failure to do so will result in appropriate charge for a recore of the lock(s).

**T. Vacating Room After Cancellation.** Once a written request for termination of the Agreement has been made and approved to the Department of Housing and Residential Programs, the student must complete checking out and vacate the residential facility within 24 hours of the date indicated on cancellation/request for termination.

**U. Late Check-Outs and Abandoned Property.** Students will be assessed a \$50 per day charge beyond the period of occupancy as stated in paragraphs D and F. Because of the time constraints necessary to prepare for future housing obligations, late checkouts are not allowed

If a 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 period, then the University may remove all property brought into the space by the student or any person admitted to the space by the student and restore the space. Any property removed by the University may be stored or delivered to the student or treated as abandoned property and disposed of accordingly. The University shall not be liable for any damage to or loss of such property that occurs during the course of removal, storage, delivery, or disposal. The student shall pay to the University all costs incurred by the University in effecting such removal, storage, delivery, or disposal, and in restoring the space. In addition, unless the student's failure to vacate and restore the space is due to an 'Act of God,' national emergency, riot, or governmental directive to the University, the student shall be liable to the University for any loss suffered by the University if another student who has the right to use the space is materially delayed or impaired in his/her access or use by the student's failure to vacate and remove personal property from the space.

**V. Refund of Housing Charges and Room Deposit.** Student agrees to pay, when due, the full amount of housing charges in connection with this agreement whether or not housing services are used, except as specifically provided in this section. Housing Agreements at Millersville University are for the entire academic year (Fall and Spring semesters).

The student's housing deposit is for both the Fall and Spring semester. The housing deposit will be credited to the student's Spring semester housing bill. Students seeking an exception to be released from their housing agreement for reasons other than Graduation, Study Abroad, Student Teaching or Commuting must submit their request following the on-line waiver process to the Office of Housing and Residential Programs. Students will be notified in a timely manner whether their exception has been approved. If a student's exception has been approved, the student may forfeit their housing deposit and may be subject to a **minimum penalty in the amount of \$1,500.00.**

**W. Agreement Cancellation by Student.** No agreement cancellation by student is effective unless it meets the requirements of paragraph V.

**X. Meningococcal Requirement.** The College and University Student Vaccination Act, 35 P.S. § 633.1 *et seq.*, states that "an institution of higher education shall prohibit a student from residing in a dormitory or housing unit unless the student has received a one-time vaccination against meningococcal disease." 35 P.S. § 633.3. A student is exempt if they sign a written waiver stating that the University has provided detailed information on the risks associated with meningococcal disease and the availability and effectiveness of any vaccine and, at this time, the student has chosen not to be vaccinated. **By accepting the Housing agreement to live on-campus, I am acknowledging that I have received and reviewed the information provided by Millersville University of Pennsylvania regarding meningococcal disease.** I am fully aware of the risks associated with meningococcal disease and of the availability and effectiveness of the vaccinations against the disease. I understand that I **will not** be able to check in to my on-campus assignment until I submit documentation having received the meningococcal vaccination on the Immunization page of the require Health History and Physical form, or complete and sign a waiver. Please visit the Centers for Disease Control website at [www.cdc.gov/meningitis/high-risk/college.html](http://www.cdc.gov/meningitis/high-risk/college.html) for more information.

## **NEW ADMITS AND RETURNING STUDENTS**

*Total cost for the period of occupancy as outlined in paragraph F. to student, including deposit, will be limited to total cost of semester housing. Students who are permitted or required to withdraw from the academic program of the University for documented academic or medical reasons will receive a prorated refund of housing charges based on time in residence before the withdrawal.*

1. If, during the time of the Agreement, student loses the right to live in University housing by reason of disciplinary action or breach of this Agreement, no refund of housing charges for the current semester will be made.
2. **Appeal Procedures.** A student may request a review of decisions relating to refunds of housing fees at: Refund and Appeals, c/o Department of Housing and Residential Programs, Millersville University, P.O. Box 1002, Millersville, PA 17551-0302.