

Millersville University Housing Agreement

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 Department 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 2020-2021 academic year (Fall 2020 and Spring 2021 semesters).**

1. **Students signing this Housing agreement for the Fall 2020 semester are obligated to housing for both the Fall 2020 and Spring 2021 semesters and will be billed accordingly.** The length of the agreement is for a full academic year (Fall and Spring).
2. Students residing in any of the University-owned and / or managed residence halls are required to have an approved residential dining plan and will be billed accordingly.
3. Insofar as possible and as space permits, reasonable efforts are made to honor requests for a specific housing assignment and/or mutual roommate request. Roommate requests must be mutual and be submitted online before they can be honored. The University will not accommodate roommate requests that discriminate based upon ancestry, race, national origin, age, religion, disability, veteran status, or sexual orientation. 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. The Department of 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 the Department of Housing and Residential Programs.
4. A request for a housing accommodation related to a covered disability must be filed with the Office of Learning Services along with the Housing Agreement. Both should be submitted no later than Friday, May 1, 2020, for the fall semester, and Monday, November 30, 2020 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 Department of Housing and Residential Programs makes room assignments in accordance with lifestyle preferences as the resident may state whenever possible. However, the Department 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 provide housing for married students with their spouses or for students with children or dependents.
6. Beginning the second and / or 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, offer single rooms / suites, and to relocate students who have been placed in temporary housing assignments. Residents affected are contacted by the Department of Housing and Residential Programs. Consolidation is intended to make the best use of residential space.

PART II: *Terms and Conditions of the 2020-2021 Millersville University Housing Agreement*

- 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 and dining 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, is for two academic semesters (Fall 2020 and Spring 2021), and expires at 12:00 p.m. on the day following the student's last final exam for Spring 2021 (except as outlined in paragraph V.)
- 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 2020-2021 academic year (or the balance thereof) to the student, whose signature appears on the Housing Agreement, beginning on Saturday, August 22, 2020 at 12:00 p.m. The period of occupancy ends at 12:00 p.m. on the day following the last day of the student's final exam schedule for the spring semester and no later than 12:00 p.m. on Saturday, May 8, 2021.
1. Students participating in December 2020 Undergraduate Commencement may make arrangements with their Residential Area Director to remain in housing until 6:00 p.m. on Sunday, December 13, 2020.
 2. Students participating in May 2021 Undergraduate Commencement on Saturday, May 8, 2021 may make arrangements with their Residential Area Director to remain in residence until 6:00 p.m. on Saturday, May 8, 2021.
 3. Students participating in May 2021 Graduate Commencement on Friday, May 7, 2021 may make arrangements with their Residential Area Director to remain in residence until 12:00 p.m. on Saturday, May 8, 2021.

4. The period between spring and fall semesters, “summer break,” is not a regular period of residence and is not covered by the fees paid for University housing under this contract.
5. Students requesting and approved by the Department of Housing & Residential Programs to move in early between Sunday, August 16, 2020 at 6:00 p.m. and Saturday, August 22, 2020 at 12:00 p.m. agree to be billed on a per day prorated basis for the unit type of in which they are moving into. No earlier arrivals prior to that timeframe will be permitted due to summer pre-season activities.
6. If Student fails to take possession the University may, at its discretion, terminate the contract, or continue the contract as well as charge the Student according to the payment terms of the contract. Student shall be liable for payment of room and dining fees unless the University has waived such liability in writing. Failure to take occupancy does not relieve the Student of the obligation to pay fees for the assigned bed space under the terms of this agreement.

All dates listed within this Agreement are applicable to the 2020-2021 academic calendar as approved by the President’s Cabinet 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. **Students must vacate during break periods unless requesting and approved for break housing through the Department of Housing & Residential Programs, which may incur additional housing charges.**

- 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 dismissed, his / her / their housing agreement is immediately cancelled. If the dismissed 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. 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.** 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 Section V. Housing Agreements at Millersville University are for the entire academic year, which includes the Fall 2020 and Spring 2021 semesters. A non-refundable housing deposit is required with each Housing Agreement submitted. The student's housing deposit is for both the Fall 2019 and Spring 2020 semesters. The housing deposit will be credited to the student's Spring 2020 semester housing bill. 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 billed per semester. Students who are permitted or required to withdraw from the academic program of the University for documented academic or medical reasons may receive a prorated refund of housing charges based upon the official approved withdrawal date and official check-out date from the residence hall.

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.

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 Office of Student Accounts to inquire about available payment plan options at (717) 871-7970. More information can be found at <http://www.millersville.edu/osa/>

Note: Financial Aid, if any, will be applied toward the student's account balance including housing charges. The housing deposit is applied towards room costs for the Spring 2021 semester only. Please check Housing and Residential Program's website for 2020-2021 housing rates at <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, water, 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. This is described in the *Living on Campus Guide*, which is available at <http://www.millersville.edu/housing/living-on-campus-guide.php>.
- 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. Failing to maintain enrollment status at Millersville University throughout the period of occupancy.

2. Failing to pay housing charges when they are due.
 3. 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 I.).
 4. Failing to complete the prescribed check-in procedure (i.e. picking up key, signing key card).
 5. Permitting regular use by others of space assigned to student, by assignment or otherwise or permitting residency by persons not authorized by the University.
 6. Failing to comply with policies described in the *Living on Campus Guide*, which is available at <http://www.millersville.edu/housing/living-on-campus-guide.php>.
 7. Violating the Student Code of Conduct, which is available at <https://www.millersville.edu/studentconduct/files/studentcodeofconduct.pdf>
 8. 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 Section I.). 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 the 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 and Enrollment Management. 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 Guide*, located at <http://www.millersville.edu/housing/living-on-campus-guide.php>. 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 residence hall 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.** The Department of Housing and Residential Programs reserve the right to assess damages to the community of residents for damages that occur in the common area.

- 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 re-core of the lock(s).
- T. **Vacating Room after Cancellation.** Once a written request for termination of the Agreement has been made to and approved by 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 \$50.00 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 permitted.

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. **Termination.**

Students seeking to be released from their housing agreement for only the following reasons must submit their request following the on-line waiver process to the Office of Housing and Residential Programs: Academic Dismissal, Active Military Duty, Graduation, One-Semester International Student Status, Study Abroad, and Withdrawal / Leave of Absence from the University. Students will be notified if the termination of the agreement has been approved. If a student's request has been approved, the student may forfeit their housing deposit.

- 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. The "Meningococcal waiver" is included within the Health Evaluation Form that can be accessed at <https://www.millersville.edu/healthservices/>

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 (CDC) website at <https://www.cdc.gov/meningococcal/about/risk-community.html> for more information.

- Y. **Electronic Signature.** This agreement has been agreed to electronically by the Student online via the Student's submission of the housing application and submission of a digital signature. The submission of this application and acceptance of the agreement by submission of a digital signature by the Student constitutes the Student's electronic signature. The Student agrees that this electronic signature is the legal equivalent of a written signature and, the Student agrees to be legally bound by the terms and conditions of this contract in the same manner as if it had been signed in writing.