

TERMS AND CONDITIONS OF THE CONTRACT FOR HOUSING SUMMER 2020

1. PARTIES AND AGREEMENTS

This contract is an agreement between Pittsburg State University hereinafter referred to as “The University,” and the student. The parties to this contract in consideration of the mutual covenants and regulations set out herein agree as follows:

- A. The University agrees to furnish room and board when applicable under the contract to the student in accordance with the terms of this contract
- B. The student agrees to pay the University a room fee and board fee when applicable under the contract in accordance with the terms of this contract. The student also agrees to pay such fees and charges as required by the terms of this contract.
- C. The University reserves the right to refuse to accept a Housing and Dining Service Contract, in situations where appropriate, supporting circumstances exist.

2. CAMPUS RESIDENCY POLICY

All first year students must live in a university residence hall for their first two academic semesters on campus and purchase either the 7 Day Access meal plan or the 5 Day Access/\$100 dining dollars meal plan. All other students may live in the housing of their choice. Exceptions to the policy are normally granted (prior to signing the contract) when any of the following circumstances exist: The student: 1) lives at home with parents & commutes within 50 miles of PSU’s campus 2) is married & living with spouse and/or has dependents in his/her care 3) has at least one year of active military service 4) is 21 years of age or older 5) is transferring 24 hours of course credit or more (concurrent enrollment credits, earned prior to student’s high school graduation, do not qualify). Forms to apply for exemption to this policy are available from the Department of University Housing. (Summer meal plan options may be different).

3. ELIGIBILITY REQUIREMENTS

All students enrolled for one or more summer session courses are eligible to reside in a residence hall. Any student who has ever entered a guilty plea or an Alford plea to a felony offense, been placed on probation for or entered into a diversion program for a felony offense, or been convicted of a felony or been convicted of a crime which makes an individual subject to the Kansas Adult Offender Registration Act (K.S.A. 22-4901 et seq.) may not be eligible for University housing.

The Kansas Board of Regents requires state universities to establish policies that require all incoming students residing in university housing to be vaccinated for meningitis. All newly enrolled PSU students living in university-owned group housing are required to be vaccinated for meningitis within the past five (5) years. If vaccination was received greater than 5 years ago, a booster dose will be necessary. In the absence of proof of the meningitis vaccination, an enrollment hold will be applied and the student will be unable to enroll in subsequent semesters. See Bryan Student Health Center website for full details: www.pittstate.edu/health

4. CONTRACT PERIOD

This contract is for the specific periods publicized in this contract and the specific periods chosen by the student in this contract.

Spring Interim (May 16, 2020 through May 30, 2020)

Summer School Session I (May 31, 2020 through June 27, 2020)

Summer School Session II (June 28, 2020 through July 25, 2020)

Summer Interim (July 26, 2020 through August 15, 2020)

5. PAYMENT, LATE FEES, STATEMENTS

- A. Payments are to be paid to the University for housing accommodations, dining service, and properly billed charges in accordance with the rate and payment schedule specified in this contract and/or payment plan terms. The Cashiers and Student Accounts office will maintain and publish tuition, housing and fees billing for all students enrolled at Pittsburg State. Billing will be produced each month and notification is then sent to the students official campus e-mail address. Students will access their e-bills through their GUS portal and will set up other users and notifications. Visit the Cashiers and Student Accounts Website: <http://www.pittstate.edu/office/cashier> to view payment dates and options, billing cycle, installment fees, late fees and other related payment policies.
- B. A late fee will be charged if payment (semester, installment, and properly billed charges) is not received by the fifth of each month. If charges remain unpaid, meal service will be suspended, and procedures to evict the student from University Housing will be initiated. Past due accounts will be sent to a collection agency and/or the state set-off program for collection. Collection costs will be assessed and added to balance due on these accounts.
- C. Statements are accessible through the student portal (GUS) with your ID and password. Details about the payment options and credit card policies are available online at www.pittstate.edu/office/cashier. Timely payment in accordance with established schedules is not dependent upon receipt of statement.
- D. Any student who is permitted and/or authorized to occupy a residence hall assignment outside the dates of this contract (i.e., early arrival, interim, etc.) are subject to and responsible for all additional charges associated with that occupancy.

6. FINANCIAL AID/SCHOLARSHIPS

Per federal regulations, all financial aid and scholarship recipients must apply the remaining portion of their award, after tuition, to their Housing and Dining Service Contract (regardless of payment plan chosen). The application of financial aid and scholarship awards supersedes the selected payment plan. Any balance due after financial aid and scholarships are applied must be paid according to the selected payment plan.

7. FOOD SERVICE

- A. There is no meal plan included in the interim and summer sessions housing contract.

8. OCCUPANCY PROVISIONS

Housing accommodations are rented to the student for the specific purpose of personal residence and may not be sublet or used by residents or outside agencies for any commercial purposes. This contract is not transferable.

9. ASSIGNMENTS

- A. **AUTHORITY.** The University reserves the right to make assignments of accommodation.
- B. **CONSOLIDATION.** The University reserves the right to consolidate occupants of rooms to any other space within the Housing system. Students who fail to consolidate are subject to a single room charge and possible disciplinary action.

10. VACATING

- A. **POLICY.** Upon termination of this contract for any reason, the student must vacate the residence halls no later than the deadline set by the Department of University Housing.
- B. **PROCEDURES.** The student must follow checkout procedures outlined in the *Guide to Hall Living*. Students who do not properly checkout will be assessed a \$25.00 fee and any other fees resulting from the failure to follow checkout procedures.

11. DAMAGES

- A. The student is responsible for the assigned room and contents, to include the outside of the room door and will be charged for any and all damages occurring during occupancy.
- B. Students who damage University property through negligence or willful actions will be financially liable and subject to disciplinary and legal action. If the identity of the person responsible for damage to University property in public areas cannot be ascertained, the Department of University Housing may prorate the cost to repair such damages among all or any portion of the residents of the hall as the Department may deem fair. All damage charges are due immediately upon receipt of bill.

12. CANCELLATION OF CONTRACT

- A. First year students, required to live in the residence halls by the Campus Residency Policy (see Item #2), are not eligible to cancel their Summer Session or Interim contract if they remain enrolled in the University.
- B. Students who are not required to live in the residence halls by the Campus Residency Policy (see Item #2) may cancel their Summer Session contract at any time subject to appropriate cancellation fees (see Item #12 below). Cancellation fees will be waived for students who: graduate; are student teaching; or leave campus for training authorized through an academic department.
- C. Interim housing cancellation will result in no refund of room rental fee.
- D. All notification regarding cancellation must be in writing and made directly to the Department of University Housing. Prior to check-in, notification date will be determined by postmark or by date of delivery to the Department of University Housing. All cancellations must be approved by University Housing after check-in. After check-in, the official cancellation date will be determined when all of the following are completed; signed cancellation request is submitted to University Housing Office and is approved, proper checkout with hall staff, RIC is signed, personal items removed, and all keys returned. This date serves as the ending date for prorate and other properly billed charges.
- E. Any student who is permitted and/or authorized to occupy a residence hall assignment outside the dates of this contract (i.e., early arrival, interim, etc.) are subject to all applicable cancellation charges based on date of occupancy (see below).
- F. Federal Financial Aid regulations may prevent the use of federal aid dollars to cover cancellation fees and other non-refundable fees. Students need to consult with the Student Financial Assistance office in regards to this issue.

Summer Session I

Notification Date

- Prior to May 15, 2020
- May 15, 2020 through May 29, 2020
- May 30, 2020 and after, room not occupied
- May 30, 2020 and after, room occupied
(failing to enroll, cancelling enrollment or being academically dismissed)
- May 30, 2020 and after, room occupied, remaining enrolled

Charge

- \$0
- 50% of pre-payment
- 100% of pre-payment
- 100% of pre-payment plus prorate
- 35% of remaining contract

Summer Session II

Notification Date

- Prior to June 8, 2020
- June 8, 2020 through June 26, 2020
- June 27, 2020 and after, room not occupied
- June 27, 2020 and after, room occupied
(failing to enroll, cancelling enrollment or being academically dismissed)
- June 27, 2020 and after, room occupied, remaining enrolled

Charge

- \$0
- 50% of pre-payment
- 100% of pre-payment
- 100% of pre-payment plus prorate
- 35% of remaining contract

NOTE: Cancellation charges are applied for cancellation of any contract based on appropriate date of receipt of cancellation notice regardless of whether or not a student completes enrollment.

13. TERMINATION BY UNIVERSITY

- A. The University may terminate this contract if the student fails to fulfill financial obligations specified in this contract or if the student violates any of the terms of this contract or published University or University Housing policy. In such cases, the student will be charged a cancellation fee of 35% of the remainder of contract price plus prorated for the time occupied.
- B. The University may terminate this contract if the student is charged or convicted of a crime or crimes against persons or involving any other conduct that may threaten the safety or security of other residents. In such cases, the student will be charged a cancellation fee of 35% of the remainder of contract price plus prorated for the time occupied.
- C. The University may terminate this contract if the room or residence hall should become uninhabitable because of damage or destruction by fire or other casualty or if the student loses status as an enrolled student for any reason. In such case, the resident will be charged room and board fees for the time occupied in residence and cancellation fees (if applicable).

14. LIABILITY

- A. **PROPERTY.** The University will not be liable for theft, loss or damage to property of the student, including loss from fire, flood, water, wind, or acts of God. The University will not be liable for property left in the building after the student vacates (or is expected to vacate). The University reserves the right to dispose of such property through any manner it deems appropriate. Students are encouraged to carry renter's insurance.
- B. **UPKEEP.** The student will be responsible for keeping the assigned room and its furnishings clean, for cooperating with other residents in the common protection of property, and for advising the hall staff of any deterioration or malfunction of facilities. Further, the student agrees to utilize public areas, residence hall equipment, and furnishings in a careful and proper manner. Residents will be charged for excess cleaning costs.
- C. **PERSONAL INJURY.** Students are encouraged to carry medical insurance. The University will not be liable for injuries or death which occurs within its buildings or grounds.

15. RIGHT OF ENTRY

The University reserves the right for University personnel to enter the student's room for any purpose connected with the interest of the University. The right of entry is discussed in detail in the *Guide to Hall Living* under Room Entry/Privacy.

16. SERVICES BY UNIVERSITY

The University agrees to provide utilities at no additional cost to the student. The student agrees to use the utilities in a conservative, economic, and efficient manner. Heating and cooling provided to residence halls derives from a centralized system serving the entire campus. Initiation of these services is dependent on schedules determined by the PSU Physical Plant. Unpredictable weather patterns relative to atmospheric temperature may result in times where interior temperatures are less than optimal while procedures to commence heating and/or cooling are implemented. The University will not be liable for any delay or interruption in services (including heating or air-conditioning, water, steam, cable TV, RESNET, phones, etc.) resulting from causes beyond its control, and such interruptions will not relieve the student from the obligation of this contract.

17. WEAPONS

Pittsburg State will be in accordance with Kansas Board of Regents policy. Pittsburg State University's full weapons policy is available online at www.pittstate.edu/weaponspolicy.

18. ACCOMODATING STUDENTS WITH DISABILITIES

- A. In accordance with The Rehabilitation Act of 1972 and the Americans with Disabilities Act, Pittsburg State University provides necessary services for students with disabilities. The University will provide reasonable accommodations for students with identified physical, mental, emotional, multiple and learning disability limitations. Students with a disability which requires special consideration in housing accommodations must identify the needs and work with University Housing personnel and the Center for Student Accommodations Coordinator to meet those needs. Please begin by selecting <http://www.pittstate.edu/office/center-for-student-accommodations/> click on the "Online Forms", select Request for Residence Hall Accommodation. Complete and return form as instructed.

19. TOBACCO FREE CAMPUS

Pittsburg State University (PSU) is a tobacco free campus, as such the use or sale of tobacco products on PSU property is prohibited. This policy applies to all individuals. In addition to cigarettes, this policy applies to smokeless tobacco, clove cigarettes and e-cigarettes. The policy covers, but is not limited to, building, university grounds, parking areas, walkways, recreational and sporting facilities. Failure to abide by University policy may result in contract termination. This policy includes all residence halls and student rooms. To view the full Tobacco Free policy visit www.pittstate.edu/tobaccofree.

20. CONTRACT ENFORCEMENT

- B. **WAIVE.** The failure of the University to insist upon a strict performance of any term or condition of this contract or to exercise any right conferred by this contract will not be considered a relinquishment of the right to do so.
- C. **VALIDITY.** If any section or subsection of this contract becomes invalid, this will not affect the validity of the remainder of this contract.

21. RULES AND REGULATIONS

Upon signature of the contract, the student agrees to abide by all University and University Housing rules, regulations, and policies, including those contained in regards to RESNET and the *Guide to Hall Living*. These rules, regulations, and policies, along with any reasonable alterations, communicated to residents, will be considered a part of this contract with the same force and effect as though written herein.