

The contract within this document is for the academic year 2008-2009. Please make note that the Summer Housing contract is a different revision. DO NOT use this contract for any semester/session other than Fall 2008 or Spring 2009.

This document also contains the Room Assignment Preferences Form. Please fill this form out to the best of your knowledge and return it with your 2008-2009 University Housing contract. Your contract is NOT complete without the Assignment Preferences Form.

If you have questions, or to request more information, please contact the University Housing Office at:

University Housing
Pittsburg State University
1701 South Broadway
209 Horace Mann
Pittsburg, KS 66762

Voice – (620)235-4245
Fax – (620) 235-4229 (Please fax contracts here)
ddamico@pittstate.edu

Thank you for your interest in University Housing!

TERMS AND CONDITIONS OF THE CONTRACT

1. PARTIES AND AGREEMENTS

This contract is an agreement between Pittsburg State University hereinafter referred to as "The University," and the student. If the student is under 18 years of age at the time of signing this contract, this contract is also an agreement between the University and his/her parents, guardian, or other guarantor. 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 to the student in accordance with the terms of this contract.

B. The student (if the student is under 18 years of age, the parent, guardian, or other guarantor) agrees to pay the University a room and board fee 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 Seven Day Access meal plan or the 14 Access 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.

3. ELIGIBILITY REQUIREMENTS

All full time students are eligible to reside in a residence hall. Full time student is defined as those students enrolled in ten hours (7 hours for Graduate students) or more and paying full tuition and fees. Exceptions will be handled on an individual basis.

4. CONTRACT PERIOD

This contract is for the academic year excluding those periods which the residence halls and dining services will be closed.

A. HOUSING. The residence halls will observe the following schedule:

2008 FALL SEMESTER	2009 SPRING SEMESTER
Open: Sat. Aug. 23, 9 am	Open: Sun., Jan. 11, 10 am
Close: Sat. Dec. 20, 10 am	Close: Sat. May 16, 10 am

B. DINING SERVICE. Meals will be served in Gibson Dining Hall during the hours of service designated by the Dept. of University Housing and observe the following schedule:

2008 FALL SEMESTER	2009 SPRING SEMESTER
Open: Sat. Aug. 23 – 10:30 am	Open: Mon. Jan. 12 – 11:00 am
Close: Tues. Nov. 25- 2:00 pm	Close: Fri. Mar. 13 – 2:00 pm
Open: Mon. Dec. 1 – 7:00 am	Open: Mon. Mar. 23 – 7:00 am
Close: Fri. Dec. 19 – 2:00 pm	Close: Fri. May 15- 2:00 pm

Reduced hours may be initiated during special events and other holidays.

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. Semester plan payments are due the first day of September and February. Installment plan payments are due the first day of each month, September through May (no January installment plan payment for housing and dining service). Other properly billed charge payments are due the first day of each month (September through June).

B. A fee of \$30.00 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 provided each month as a reminder of payments due and include other properly billed charges. 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. DINING SERVICE

A. Seven Day Access. This plan provides unlimited, personal access to Gibson Dining Hall during dates of operation provided within this contract. First year students required to live in the residence halls are required to purchase either the Seven Day Access meal plan or the 14 Access meal plan.

B. 14 Access. This plan provides 14 personal accesses per week to Gibson Dining Hall. First year students required to live in the residence halls are required to purchase either the Seven Day Access meal plan or the 14 Access meal plan.

C. 10 Access. This plan provides 10 personal accesses per week to Gibson Dining Hall.

D. \$400 Flexi. This plan provides \$400 per semester in purchasing power to spend at any university food service operation. Flexi purchases made in Gibson Dining Hall are tax free (7.3%). Unspent Flexi from the fall semester will be carried forward into the spring semester, but all flexi must be expended by end of spring semester or forfeited.

E. Missed Meals. No refunds or credits will be made for missed or unused meals.

F. Meal Plan Changes. Students may make changes to their selected meal plan for each semester through the first day of classes for that semester without any additional fees. First year students required to purchase the Seven Day Access meal plan or the 14 Access meal plan may only choose to move to one of those two meal plans for the Spring semester. Students not required to purchase the Seven Day Access meal plan or the 14 Access meal plan may choose to move to any other meal plan at any time with a \$100 meal plan change fee. The \$100 meal plan change fee will be waived if the change is from a smaller volume to a higher volume meal plan.

G. Suspension of Meal Privileges. The University may suspend meal privileges if the student fails to make proper payment, fails to abide by all terms of the contract, or fails to attend a University Housing discipline meeting/hearing.

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. If sufficient space is available, students may be given the option to pay for a single room. Students who fail to consolidate are subject to a single room charge and possible disciplinary action.

C. OVERFLOW. The University reserves the right to determine the use and assignment for any room as needed for overflow housing, including singles as doubles, triples, etc.

D. REASSIGNED – Students who do not check-in prior to the end of 1st day of classes for that semester or have not notified University Housing of late arrival may be reassigned from their original room assignment.

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. LIABILITY

A. PROPERTY. The University will not be liable for theft, loss or damage to property of the student, including loss from fire, flood, 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 occur within its buildings or grounds.

13. 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.

14. 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 contract if they remain enrolled in the University. First year students who fail to enroll, cancel enrollment or are academically dismissed are subject to appropriate cancellation fees and prorate charges as outlined (see Item # 14B).

B. Students who are not required to live in the residence halls by the Campus Residency Policy (see Item #2) may cancel their contract at any time subject to appropriate cancellation fees (outlined as follows).

Notification Date	Charge
-Prior to 5/23/08 (prior to 10/24/08 for Spring 2009 arrivals)	\$45 application fee
-5/23/08 - 7/04/08 (10/24/08 - 12/19/08 for Spring 2009 arrivals)	\$45 application fee, plus \$50 cancellation fee
-7/5/08 & after (12/20/08 for Spring 2009 arrivals) (including those failing to enroll, canceling enrollment or being academically dismissed)	\$45 application fee, plus \$100 cancellation fee, plus prorate for time occupied
-7/5/08 through 5/16/09 (room occupied, remaining enrolled)	\$45 application fee, plus 35% of remaining contract value, plus prorate for time occupied.

C. Proration of contract charges will end 14 days prior to the first day of final exams for each semester (as listed in the official university calendar).

D. The 35% of remaining contract cancellation fee may be waived for students who: graduate; are student teaching; or leave campus for training authorized through an academic department. Student will be required to obtain documentation verifying this information from academic department and submit to University Housing in advance. Final approval from University Housing will be required before these fees may be waived. Other fees associated with cancellation of contract and other properly billed charges will apply.

E. 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.

F. 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 Item #14B).

G. Any student occupying a residence hall assignment for Fall 2008, who does not return to PSU for Spring 2009 semester, must notify the Department of University Housing of cancellation and complete proper check-out with Hall staff of their assignment no later than Wednesday, January 7, 2009. Failure to do so will result in full charges for semester interim being imposed, along with all applicable cancellation fees, prorate for time occupied and other properly billed charges.

H. 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.

I. Students who do not check into their assigned residence hall by the "Last day for late enrollment" for that semester (as listed in the official university calendar) will automatically have their housing and dining contract cancelled as per that date, all cancellations fees will apply.

15. 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 prorate 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 prorate 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).

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, 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. ACCOMMODATING 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 to meet those needs.

B. Specified rooms in Willard Hall (113, 217, 317, 414) and other rooms as designated are specifically adapted for accommodating eligible disabled students (permanent and/or progressive). Students with a qualifying disability will receive priority in assignment to these rooms. Non-disabled students may request and be assigned to these rooms in circumstances where no requests for accommodations from eligible disabled students exist. The University reserves the right to reassign to alternate space non-disabled students occupying a space designated as specifically adapted for accommodating eligible disabled students. Students required to relocate under these circumstances are required to do so within 72 hours of receipt of notice.

18. DISCLOSURE OF SOCIAL SECURITY NUMBER

Disclosure of social security number is voluntary. Social security numbers may be provided to the Kansas Division of Accounts and Reports for use in detection of fraudulent or illegal claims against the state monies in accord with general authority of K.S.A. 75-3728b.

19. DISCOUNT PROGRAMS

A. Returning Student Discount. Returning Sophomores (min. 30 credit hours earned) save \$115, returning Juniors (min. 60 credit hours earned) save \$230, and returning Seniors or Graduate Students (min. 90 credit hours earned) save \$345 on any annual room and board contract. Restrictions on this program include one year (two semesters) of live-in experience in the PSU residence halls, a cumulative grade point average of 2.25 or better and a zero account balance with University Housing. This discount may be used in combination with other applicable discounts.

B. Triple Room Discount. There are a limited number of larger rooms in Dellinger and Nation halls that can accommodate three students. A student may only request a triple room in the company of two other consenting students. Students who occupy a triple with two other students will save \$300 each on any annual room and board contract. This discount may be used in combination with the Returning Student Discount. **Willard Hall rooms are exempt from this discount. Exception, triples will be assigned as triples in overflow situations.**

C. Discounts will be discontinued in the event that circumstances arise which render the student ineligible to receive the specified discount. Discounts will be prorated through the last day of eligibility and account balances adjusted to reflect the change.

D. University Housing Discount programs cannot be used in conjunction with any scholarship program which provides funding equivalent to the full cost of student room and board (indexed to be the value of a Double Room/Seven Day Access Meal Plan package). Discounts will be applied (when applicable) if the amount of selected room and board package is greater than the cost of a Double Room/Seven Day Access Meal Plan package. With any Third Party payments, discounts will be applied (when applicable) if the amount received is less than the value of the contract selected. Discount plus payment shall not exceed the contract amount. Application of discounts will not result in a refund to the student.

20. CONTRACT ENFORCEMENT

A. 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.

B. 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.

Pittsburg State University - University Housing Contract Room Assignment Form 08-09

PSU ID No. _____ Date of Birth _____ Male _____ Female _____

NAME: _____
 (Please Print) Last First MI

Home Address: _____
 Street City State Zip Code

Home Phone Number (_____) _____ Student Cell Phone _____

IN CASE OF EMERGENCY CONTACT:

NAME: _____ Relationship: _____

Address: _____
 Street City State Zip Code

Home Phone: (____) _____ Work Phone: (____) _____ Cell Phone: (____) _____

PSU Status: _____ New Freshman **Class:** _____ Freshman _____ Grad. Student
 _____ New Transfer _____ Soph _____ Vo. Tech
 _____ Returning Student _____ Junior _____ IEP
 _____ Senior

_____ Number of semesters you have lived in PSU Residence Halls

PLEASE COMPLETE THIS FORM AND RETURN WITH CONTRACT.

Describe any condition which requires special consideration in assignment:

(physical disability, medical condition, adapted room for accessibility, etc.) Special medical conditions may need to be supported by Physicians documentation. (Please list your needs and/or condition.)

MENINGITIS INFORMATION (blue flyer) (This section is mandatory to complete contracting process – no contract will be processed without this section completed)

Effective for Fall 2006 academic semester the Kansas Board of Regents requires state universities to establish policies and procedures that will require all incoming students residing in university housing to be vaccinated for meningitis or to sign a waiver indicating that they decline to take the vaccine. Please read the material provided on meningococcal meningitis, information on the Centers for Disease Control and Prevention recommendation regarding vaccination, and the availability of the vaccination through the PSU Student Health Center. **REQUIRED Please check only one of the spaces below – this must be completed before contract can be processed.**

_____ I received the Meningococcal (meningitis) immunization on _____ (date). (Only select this if you have received the vaccination and have a date.)

_____ I have chosen not to be immunized (meningitis), I received and read the material provided to me on meningitis by Pittsburg State University. (Select this if you chose to waive or plan to get the vaccination at a later date – please contact University Housing when you have a vaccination date.)

 Signature of student (ID Number) (Date)

 Signature of Parent or Guardian, if student is under 18 years of age (Date)

NOTICE: The University reserves the right to make assignments of accommodations regardless of preferences indicated, based on availability of space requested.

Smoke Free Living Environment: All room assignments are smoke free. Students and their guests may not smoke in any area of the residence halls or on the grounds adjacent to the residence halls (except in designated locations).

Internet Access: All rooms offer both direct ethernet connection and wireless to the campus network. All costs are included in the Housing contract.

Air-Conditioning – All halls are air-conditioned. **NOTE: all facilities are subject to change.**

ROOM ASSIGNMENT PREFERENCE INFORMATION

Room Preference: (*singles are not available to first year students - singles are limited)

_____ Double _____ Single* _____ Triple (names of two students must be provided below)

HALL PREFERENCE INFORMATION (Rank 1st choice through 9th choice)

*Bowen and Willard are considered upperclass halls and not available to first year students.

Theme floor (see theme floors brochure) – **rank if you are interested in living on that particular theme floor in that hall.

____ TANNER ANNEX _____ TROUT _____ TANNER _____ NATION **Upperclass Halls**
 _____ TANNER ANNEX Substance Free** _____ TROUT Academic Excellence** _____ DELLINGER _____ BOWEN*
 _____ WILLARD*

ROOMMATE PREFERENCE (if any): NOTE: ALL ROOMMATE REQUESTS MUST BE MUTUAL (date of last roommate contract received will be used to determine assignment order - it is important to turn in roommate contracts close to the same date)

Name of roommate requested: _____

Home address of roommate requested: _____

General Information, Interests, and Involvement (It is important that this information is completed accurately.)

Do you smoke? (please be honest!) (circle one) Yes No

Do you object to a roommate who smokes? (smoking is prohibited within residence halls) (circle one) Yes No

What type(s) of music do you **most** prefer to listen to? (list) _____

Which statement best describes your preferred time to go to sleep in the evening? (circle one) **Before 11 pm OR After 11 pm**

Which statement best describes your preferred time to awake in the morning? (circle one) **Before 8 am OR After 8 am**

Which statements best describe your personal space habits? Enjoy personal space (circle one) **Organized OR Less organized**