



University of Pittsburgh Johnstown

Housing & Dining Services
Division of Student Affairs

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Housing and Dining Services Contract 2019-2020

This Housing/Dining Services Contract (this "Contract") is made by and between the University of Pittsburgh at Johnstown – of the Commonwealth System of Higher Education (the "University") and the student and/or parent ("Student") for University Housing and Dining Services.

HOUSING AND DINING CONTRACT

It is the policy of the University of Pittsburgh at Johnstown to offer full, equal, and non-discriminatory assistance to all students without regard to race, color, religion, nationality, handicap or sex, in both placement in University housing and in the furnishing of facilities and services related to that housing.

General Terms

- The agreement to reside at the University of Pittsburgh at Johnstown is between the student and the University.
- The agreement to reside at the University of Pittsburgh at Johnstown will be in effect for the Fall 2019, Spring 2020, and Summer 2020 terms.
- Students must be registered as a full-time student to live on campus. Exceptions to this requirement will be made at the discretion of the Director of Housing and Dining Services and/or designee on a case-by-case basis.
- A \$150 room deposit coincides with the acceptance of the *Housing and Dining Services Contract*.
- The student agrees to pay the prevailing housing rate established by the University of Pittsburgh at Johnstown for the type of housing selected. All amounts due and payable to the University in connection with this contract will be billed to the student's account and the student agrees to pay all fees and charges when due according to the dates set by the University. Housing rates can be found on the University of Pittsburgh at Johnstown website at www.upj.pitt.edu/housing.
- A student may cancel his or her housing by following the procedures outlined in the *Cancellation Procedures and Deposit Refund* section of this document.
- First-year students may only reside in designated first-year halls for the fall and spring terms.
- Hereafter "room" refers to any housing assignment, whether individual room, townhouse, lodge, apartment, or suite. "Room" also refers only to the individual room, apartment, or townhouse. "Room" does not include any common areas in the residence facilities.
- Hereafter "plan" refers to any meal plan offered by the University of Pittsburgh at Johnstown.
- The housing rates are per semester and include the room, IPTV, internet, residence hall programming and events, and all utilities.

Period of Occupancy

- Living in the residence halls implies acceptance of the rules and regulations that have been established by the University administration as found in the *Student Handbook and Code of Conduct, Living on Campus*, and this contract.
- All housing agreements are binding for the student's period of residency at the University of Pittsburgh at Johnstown.
- **Residential facilities will not be available for occupancy prior to the published move-in dates.** In the event of an unauthorized early arrival or arrival before the approved early arrival date, the student may be assessed a daily rate of \$50 for each day prior to the published move in date. Additionally, the student may face disciplinary action.
- All rooms must be vacated within 12 hours after the student's last final examination unless the examination is on the day of the official ending of the semester. In this case, the final ending hour is the exit time for all students. Failure to vacate within the allotted time frame may lead to a fine and/or disciplinary action. Proper check-out procedures are to be followed when vacating one's room. Should the student stay past the published departure time, he or she may be assessed a daily rate of \$50 for the appropriate number of days they have stayed late.
- All residential facilities are closed between terms. Access will not be permitted during this time. Violation of this provision will result in disciplinary action and/or fines.

Meal Plans

- The student agrees to pay the prevailing meal plan rates established by the University of Pittsburgh at Johnstown for the type of meal plan selected. All amounts due and payable to the University in connection with this contract will be billed to the student's account. Student agrees to pay all fees and other charges (including, but not limited to additional Dining Dollars added to the student's meal plan) Meal plan rates can be found on the University of Pittsburgh at Johnstown website.
- The meal plan rates are per semester and include meals, Dining Dollars and/or guest meals per the specific plan.
- Meals and Dining Dollars are redeemable for the entire semester; if they are not used by the end of the semester, the remaining balance is forfeited.
- Additional Dining Dollars may be purchased in any amount, at any time during the semester by completing a request form by going to [Johnstown Campus Housing & Dining Services](#).
- **Additional** Dining Dollars remaining after the fall semester will transfer to the spring semester. Additional Dining Dollars remaining at the end of the spring semester will be forfeited.
- Meal plans are not transferable. Anyone contracting for a plan will be held liable for the illegal use of the plan and may result in the forfeiting of the plan without refund.
- Guest meals are NOT additional meals; they are included in the total number of meals. Students must notify the cashier, at point of sale, when using Guest Meals.
- All resident students, except occupants of College Park Apartments and townhouses, are required to contract for a meal plan. More information regarding meal plans may be acquired by visiting www.upj.pitt.edu/dining/ or contacting Housing and Dining Services at (814) 269-7115 or upjmeals@pitt.edu.
- Commuters and students residing in the townhouses or College Park apartments may purchase a meal plan, but are not required to do so.
- All first-year students who reside in University housing must choose the appropriate plan as described at www.upj.pitt.edu/dining/.
- Any resident student not residing in a townhouse or College Park apartment who fails to choose a plan by the University contract deadline will be automatically contracted for a plan.
- Meals may only be redeemed at the Student Union Dining Hall and the Varsity Café. Dining Dollars may be redeemed at any dining service points-of-sale including the Tuck Shop, Daily Grind, Varsity Café, and the Student Union Dining Hall. Dining Dollars cannot be used in the University of Pittsburgh at Johnstown Bookstore.
- Dining facilities are open when undergraduate classes are in session and accept meal plans during the fall and spring semesters with the following exceptions: Thanksgiving Recess, Winter Recess, and Spring Break.
- During Spring Break, students may use the Dining Dollars portion of their plan at any retail dining facilities that are open.
- Food cannot be removed from the cafeterias unless using an official To-Go-Meal green box.
- Changes to plans will be permitted through the end of the third day of the fall and spring semesters by completing the online plan change form at [Johnstown Campus Housing & Dining Services](#).
- Students may, at any time during the semester, change to higher-tier plan. Additional charges will apply.

Cancellation Procedures & Deposit Refunds

- The student must cancel his or her housing by completing the online cancellation form found at [Johnstown Campus Housing & Dining Services](#). Neither oral communication with the Office of Housing and Dining Services nor oral or written communication with other University offices constitutes cancellation of this contract. Canceling University registration or admission does not automatically cancel this contract.
- A \$150 room deposit coincides with the acceptance of the *Housing and Dining Services Contract*. This deposit is for housing during either the fall or spring terms. This deposit will be reflected on the student's spring housing bill and holds the student's spot for spring term. Please see the section below regarding specific cancellation types for further restrictions regarding housing deposit refund or forfeit.
- If the student cancels housing prior to moving onto campus and the cancellation form is received before August 1 for fall term and before December 31 for spring term, the student will be refunded the deposit unless the conditions described are not met.
 - Deposits will not be refunded for those students who cancel housing during a term for the current term.
- No housing deposit is required for summer housing.
- The student may terminate the meal plan for any of the following reasons:
 - Withdrawal due to mid-year graduation;
 - Participation in a University-recognized study abroad program; or

- Withdrawal due to involuntary military service.

In all cases, students who wish to withdraw must complete a Meal Plan Account Transaction form. .

- The University may, at its discretion, grant plan cancellation in certain cases, such as academic dismissal, academic withdrawal from the University, or some other unforeseen circumstance. In such cases, the University may issue credit on a prorated basis.
- A student may cancel his or her housing for the following reasons. Different terms, as outlined below, apply to each type of housing cancellation. All Housing cancellations must be completed online by going to [Johnstown Campus Housing & Dining Services](#). The student must select the appropriate cancellation form and then, on the second page of the form select from the drop down menu as to the reason for the cancellation. Once selected, the student will be directed to the appropriate forms for the type of cancellation.
 - **Transferring or Relocating to another Pitt Campus** - Students may cancel their housing to transfer to another institution or relocate to another University of Pittsburgh campus. If a student is leaving during a term, the housing charges for that term will be prorated based on the number of nights the student resided on campus, which is counted until the student removes all belongings and returns the room key. Any future housing will be cancelled and the student will not be responsible for any future housing charges. If the online cancellation is received by August 1, for Fall Term or by December 31, for the Spring Term, the housing deposit will be refunded to students relocating to another University of Pittsburgh Campus. Students transferring to another University will forfeit the deposit.
 - **Graduating** – A student may cancel a future term’s housing due to graduation. Any future housing will be cancelled and the student will not be responsible for any future housing charges. The online cancellation form must be completed to receive a deposit refund.
 - **Withdrawal from the University** – A student may cancel housing if withdrawing from the University. If the student is leaving during a term, the housing charges for that term will be prorated based on the number of nights the student resided on campus, which is counted until the student removes all belongings and returns the room key. Any future housing will be cancelled and the student will not be responsible for any future housing charges. The housing deposit will be refunded according to the schedule below:
 - a) If the withdrawal is for the fall term and the **online cancellation** is received by the Office of Housing and Dining Services by August 1.
 - b) If the withdrawal is for the spring term and the **online cancellation** is received by the Office of Housing and Dining Services by December 31.
 - **Cancelling to Commute from Home**: A student may cancel housing online at any time to commute from a parent or guardian’s home. The housing deposit will not be refunded, and the student will be responsible for a prorated housing amount based on the number of nights the student resided on campus, which is counted until the student removes all belongings and returns the room key. Any future housing will be cancelled and the student will not be responsible for any future housing charges. Additionally, the student must provide an email address for a parent/guardian. The parent/guardian must electronically affirm that the student will be commuting from their home.
 - **Cancelling to commute from a location other than the Parent/Guardian’s home**: A student may cancel housing online to live off campus but not at their parent or guardian’s home. As the housing contract is for the entire year, the following terms apply. In either case, the housing deposit is *not* refunded.
 - a) If the cancellation is during the fall term, effectively cancelling for the fall and spring terms, the housing charges for the fall term will be prorated based on the number of nights the student resided on campus, which is counted until the student removes all belongings and returns the room key. The student will also be responsible for 25% of the spring housing charges.
 - b) If the cancellation is for the spring term only, the student will be responsible for the greater amount of either 25% of the spring housing charges, or a prorated amount of the spring housing charges based on the number of nights the student resided on campus, which is counted until the student removes all belongings and returns the room key.
- There will be no refund of the housing deposit or current term room charges if the student’s housing is terminated by the University for reasons including dismissal or suspension for academic or disciplinary purposes.
- Refunds for room fees or housing deposits will be processed only when the student officially withdraws from the University, removes personal belongings from the room, and returns the room key(s) to Housing and Dining Services. Refunds will be prorated on a daily basis.
- Refunds are only granted when all indebtedness to the University has been satisfied and are distributed according to the policies and practices of the Business Office.
- **All requests to cancel housing must be made online by the student.** Verbal communication from the student is not acceptable. Verbal or written communication from a parent/guardian is not acceptable. Communication with another University department does not cancel the Housing and Dining Services Contract.

Age

- Students under the age of 16 are not eligible to live in on-campus housing. Students must be 16 years of age by April 1 of the year of attendance at the University in order to be eligible for on-campus housing. Legal guardians of students

under the age of 18 are required to sign the Housing and Dining Services Contract via electronic signature which includes an On-Campus Living Acknowledgment. Only students under age 24 or less will be eligible to live in traditional residence hall accommodations. Students over age 24 may live in apartment style on-campus housing pending availability. Housing for students over age 24 is not guaranteed.

Room Assignments and Changes

- The University reserves all rights in regard to the assignment of rooms and the termination of occupancy. Those rights include the authority to terminate the room agreement of any student who violates University policy and/or residence hall rules specified in the *Student Code of Conduct, Living on Campus*, and this document.
- The University reserves the right to change room assignments and fill vacancies to facilitate optimal use of the residential facilities. Students are obligated to accept a new roommate or move to a different room if notified by the University to do so. Students are required to comply with consolidation instructions as presented during the room consolidation process. The consolidation process may not be implemented every term.
- The University reserves the right to increase the capacity of any room by the assignment of an additional student.
- If, during the term of occupancy, this agreement is terminated by any/all roommate(s), the remaining student(s) shall accept other housing or a new roommate assigned by the Director of Housing and Dining Services and/or designee.
- The University reserves the right to re-assign occupants, who, after contracting, have a vacancy in a double or triple room. This agreement is for room space and not a specific room.
- This agreement is for room space and the standard room furnishings such as bed, mattress, desk, desk chair, dresser, etc.
- A student may not permit other persons to occupy his or her room, other than the assigned roommate(s). Allowing another person to occupy the room will constitute a violation of this agreement, subjecting the student to disciplinary action up to and including removal from University housing and/or fines.
- Room changes must be approved and authorized by the Director of Housing and Dining Services and/or designee. Failure of the student(s) to obtain such authorization will constitute a violation of this agreement, subjecting the student to disciplinary action and/or a fine. This includes room changes in organizational housing.
- Students refusing to accept a new roommate will be charged the private room rate (based on the residence facility) or be moved to a different room.

Gender Inclusive Housing

- Gender-inclusive housing provides students the opportunity to live with the student of their choosing regardless of gender or gender identity or expression. At this time, only upperclass students may choose gender-inclusive housing. Gender-inclusive housing is only available in the Living/Learning Center or 2-person College Park apartments.
- In the event that one of the students in a gender-inclusive assignment cancels the housing contract, or moves out of the room for any other reason, the remaining student(s) may identify a new roommate to fill this vacancy. If the remaining roommate(s) cannot identify a new roommate, Housing and Dining Services will assign a new roommate to the room, the room will revert to a single-sex room and a new roommate will be assigned based upon the sex of the remaining roommate(s).

Right of Entry

- The University reserves the right for authorized representatives to enter rooms for housekeeping purposes, repair or maintenance, health or safety reasons, to determine occupancy and vacancies, and to verify that the health, life, and safety rules and regulations of the University are in compliance. The University shall not be liable for any damages or loss of personal property of a student resulting from such entry.
- The University reserves the right to enter student rooms during break periods for damage assessment, maintenance, housekeeping, and/or safety reasons. All other entries will be limited to those approved by the Director of Housing and Dining Services and/or designee when there is justifiable cause related to student safety or University operations.

Quiet Hours

- Conduct and noise interfering with study and sleep of residents is unacceptable.
- During quiet hours, a student should be able to study or sleep in his/her room without disturbance from his/her neighbors.
- Quiet hours for all University-owned residential facilities are Sunday through Thursday 11:00 p.m. to 8:00 a.m. and Friday and Saturday 12:00 midnight to 8:00 a.m. During exam weeks, quiet hours will be in effect on a 23-hour basis. Each residence facility will have a one hour non-quiet period to be determined by the Residence Life staff of said facility.
- Those individuals violating the Quiet Hours policy will be subject to disciplinary action and/or fines.

Responsibility for University Property

- The student will be held responsible for the condition and cleanliness of the assigned room and bathroom, its furnishings, and for any loss or damage other than normal wear that may occur during occupancy.
- Upon occupying a room all students residing in the room must review and sign a Room Condition Report (RCR) and are subject to being billed for damage not accounted for on this report.
- Room occupants will be assessed for any/all damages beyond what a reasonable person would determine to be a result of normal wear including, but not limited to, defaced plaster or woodwork, broken windows, lights, furniture, moved ceiling tiles or the general deterioration of property due to misuse on the part of the occupants.
- Damage and loss will be determined through comparative inspections conducted by the Facilities Management Staff and/or Residence Life Staff prior to move-in and at the time when the student vacates the room.
- All repairs to University property must be completed by University personnel. The student is not permitted to perform such repairs. Requests for repairs or other maintenance work should be submitted via the online maintenance request process. In the event that repairs are made by a student, that student will be responsible for the appropriate damage charges.
- Collectively, the students in each facility are responsible for the public areas within each facility. A charge for damage done in a given common area will be distributed among the students of that area when it cannot be determined which individuals are responsible for the damage. Damage fees assessed for common area damages are not able to be appealed by individual students.
- Damage fees will be assessed by the Office of Housing & Dining Services and payment instructions will accompany the notice.
- Unpaid invoices for damages will result in “service holds” which may prevent a student from registering, re-contracting, checking into a residence facility, obtaining a transcript, obtaining a diploma, etc.

Vacating Rooms

- Proper check-out procedures, highlighted at the end of each term, are to be followed when vacating the room. A student failing to follow proper procedure waives the individual right to appeal any/all damage charges. In addition, an improper check-out charge may be assessed.
- When a student vacates a room, all original furniture must be in the room and the room should be free of waste materials and all personal items.
- Residents will be billed if furniture needs to be assembled and/or replaced, if extra cleaning is necessary, or if personal items are removed by the University. Fees will be assessed by the Office of Housing & Dining Services and payment instructions will accompany the notice. Unpaid invoices will result in “service holds” which may prevent a student from registering, re-contracting, checking into a residence facility, obtaining a transcript, obtaining a diploma, etc.
- Any personal items left in a room will be kept for one week. After this week, items may be disposed of or donated to a local charitable organization.
- Residents will be billed for a lock core change if the room key is not returned when the student checks out.
- Personal items cannot be stored on campus.

Valuables

- The student is responsible for the care and safety of his or her own personal property. The University will not be held liable, either directly or indirectly, for loss of and/or damage to the personal property of an individual.
- It is recommended that insurance be carried by each student or his/her parent(s) against loss and/or damage of personal property. The University is not liable for damage to personal property due to water damage, fire, theft, etc.

Keys and ID

- Loss of a room/residence hall key by a student must be reported to the Office of Housing and Dining Services immediately via the online form. The form can be found at [Johnstown Campus Housing & Dining Services](#)
- Loss of a room/residence hall key will result in a replacement charge for a new lock, core, and key.
- In the event keys are not returned at the end of the period of residency, the student will be billed for the cost involved in changing the locks, cores, and keys. Fees will be assessed by the Office of Housing & Dining Services and payment instructions will accompany the notice. Unpaid invoices will result in “service holds” which may prevent a student from registering, re-contracting, checking into a residence facility, obtaining a transcript, obtaining a diploma, etc.
- Loss of an ID card by a student must be reported to the ID Center immediately.
- Loss of an ID card will result in a replacement charge according to the fee schedule set by the ID Center.
- A student may not lend and/or give his or her room/residence hall key and/or ID card to another individual for any purpose.

Removal of Furniture

- University furniture may not be removed from any room. **University furniture must remain in the room to which it is assigned.** This includes extra furniture placed into a room due to the need to place an extra student into the room.
- Platform and/or loft devices, unless provided by the University, are not allowed in any student rooms.

- A fee may be assessed for removing/moving University furniture. Fees will be assessed by the Office of Housing & Dining Services and payment instructions will accompany the notice. Unpaid invoices will result in “service holds” which may prevent a student from registering, re-contracting, checking into a residence facility, obtaining a transcript, obtaining a diploma, etc.

Common Areas and Common Area Furnishings

- Furnishings in common areas are provided for the use of all students in the building and may not be removed.
- Any student found in violation of this policy will be subject to disciplinary action and possible loss of one’s on-campus housing privileges, as well as a fine. Fines will be assessed by the Office of Housing & Dining Services and payment instructions will accompany the notice. Unpaid invoices will result in “service holds” which may prevent a student from registering, re-contracting, checking into a residence facility, obtaining a transcript, obtaining a diploma, etc.
- Collectively, the students in each facility are responsible for the public areas within each facility. Please see “Responsibility for University Property” above.
- Non-University furnishings are permitted in common areas such as lodge lobbies, Willow living rooms, College Park apartment living rooms and townhouse living rooms. Students must comply with the “Non-University Furnishings” Policy.
- ALL University furniture must remain in its designated location and may not be replaced by non-University furnishings.
- No large furniture is permitted in individual student bedrooms or in any first-year residence halls.
- All residents of the designated space must approve of the furniture in writing via the online form.
- Furnishings should be new or professionally cleaned prior to arrival on campus.
- The Office of Housing and Dining Services reserves the right to have non-University furnishings removed due to health and safety concerns.
- All non-University furnishings must be removed prior to the close of spring term.
- The University is not responsible for personal furniture left in an assignment after the official close of University housing.
- Any personal property or furniture remaining in University buildings after a student’s departure may result in additional fees to the student for expenses related to removal and disposal. Fees will be assessed by the Office of Housing & Dining Services and payment instructions will accompany the notice. Unpaid invoices will result in “service holds” which may prevent a student from registering, re-contracting, checking into a residence facility, obtaining a transcript, obtaining a diploma, etc.

Prohibited Items

- The following items are among those not permitted in University-owned residential facilities unless provided by the University: lofts, large furniture, candles, incense, halogen lamps, toaster ovens, water beds, air conditioners, exterior radio and television aerials, heavy electrical appliances (washers, dryers, freezers, dishwashers), firearms, paintball guns, BB and pellet guns, CO2 cartridges, propane tanks, lethal weapons, ammunition and explosives, and appliances with open heating elements.
- Cooking appliances, such as toasters, microwaves, crockpots, rice cookers, indoor grills, etc. are not permitted. A microwave and refrigerator are installed in all residential rooms on campus. Additional microwaves and refrigerators are not permitted.
- If the use of an extension cord is necessary, residents are required to use a power strip. Standard household extension cords are not permitted. All cords must be grounded and UL approved.

Pets

- For health and maintenance reasons, pets are not permitted in any residential facility (with exception of approved service animals and approved emotional support animals).
- Fish in a 15 gallon tank or less are permitted.
- One fish tank is permitted per resident.
- Any student found in violation of this policy will be subject to disciplinary action without prior warning and will be required to remove the animal immediately. The minimum fine in such cases will be \$100. Repeated violations may lead to the loss of on-campus housing privileges.

General Fire, Health, and Safety

- Any student who tampers with or bypasses any fire safety equipment will face campus judicial charges and may be prosecuted civilly. This includes covering smoke detectors in one’s room.
- All persons must evacuate any facility when the fire alarm is sounded. This includes fire drills and false alarms.
- Disciplinary action will be imposed against a student if he or she fails to evacuate the facility when the fire alarm is activated.
- All University-owned housing facilities are clean air. Smoking, vaping, burning of incense, candles, or any other substance is strictly prohibited in residential facilities and will result in fines and possible loss of on-campus housing privileges.
- Use of electronic cigarettes, wax burners, or similar devices is prohibited in residential facilities.

- The student is not to keep or use any item that could jeopardize the health and/or safety of occupants of any residential facility.
- The University reserves the right to determine whether a specific object jeopardizes the health and/or safety of students.

Recreational Activities

- Recreational activities, such as those involving any type of sporting equipment, may not be played in any residential facility and/or in areas that are potentially hazardous to a residence hall or its occupants.
- Dartboards are prohibited in all residential facilities owned and operated by the University.
- Exercise and free weight equipment is prohibited in rooms.

Alcohol Policy

- It is the responsibility of the student to read, understand, and abide by the University of Pittsburgh at Johnstown alcohol policy. For complete guidelines, please refer to the *Student Code of Student Conduct*.
- All First Year Residence Halls (Hemlock, Hickory, Laurel, Maple, and Oak Halls) are alcohol-free facilities. Regardless of age, no person may possess or consume alcohol in a first-year residence hall.

Guest Policy

- A resident student may have guests in his or her room between the hours of 6:00 a.m. and 12:00 a.m. (midnight) only.
- Visitation (6:00 a.m. to 12:00 a.m.) will be determined by **mutual consent** of those residing in the living space. Visitation within an apartment or suite will only be possible when **all occupants unanimously consent to visitation**.
- Overnight guests (12:00 a.m. to 6:00 a.m.) are permitted on a limited basis and must be registered with one of the Residence Life staff for the building/area. All roommates must agree to the presence of the overnight guest.
- The student must accompany his or her guests at all times.
- The host is ultimately responsible for the behavior of his/her guest(s).
- Having unregistered guests, failure to obtain roommate permission, having guests stay more than three consecutive nights, or having overnight guests more than 6 nights/semester, may result in fines and/or disciplinary action.

Emergency Contact

- The University reserves the right to contact the student's designated emergency contact person in the event that the student is involved in an emergency, disciplinary, or missing person situation, as supported by law.
- If the student does not designate a specific emergency contact, contact will be made to the home phone or address as listed on the student's University record.

University Policy

- It is the student's responsibility to read, understand, and abide by University policy as stated in the *Student Code of Conduct, Living on Campus*, and this document.