

## Housing and Dining Services Contract 2020-2021

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.

The University of Pittsburgh, as an educational institution and as an employer, does not discriminate on the basis of disability, race, color, religion, national origin, ancestry, genetic information, marital status, familial status, sex, age, sexual orientation, veteran status, or gender identity and expression in its programs and activities. This extends to 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/or parent, as applicable), and the University.
- The agreement to reside at the University of Pittsburgh at Johnstown will be in effect for the Fall 2020, Spring 2021, and Summer 2021 terms.
- To be eligible for occupancy in University Housing, a person must be enrolled as a full-time student at the University of Pittsburgh at Johnstown for the entire period of the Contract, and must be at least the age of 16 by the date on which residence halls open for the fall term, as specified by the Academic Calendar. See the “Age” Section of this document. For purposes of this Contract, full-time student means students are enrolled in, activity participating in, and receiving grades in at least 12 credit hours of courses.
- If at any time during the term of this Contract a student withdraws and/or drops a course or courses and is not actively participating in or receiving grades in at least 12 credits he/she may not be eligible to remain in University Housing. To request a waiver from the full-time status requirement, the student must contact the Office of Housing and Dining Services.
- 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.
- 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, streaming television, laundry, 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*, *Residential Handbook*, and this Contract.
- All housing agreements are binding for the student's period of residency at the University of Pittsburgh at Johnstown.
- Residential facilities are not 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 not be permitted into the residence facility and/or will 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. If the student stays past the published departure time, he or she may be assessed a daily rate of \$50 for the appropriate number of late-stay days.

- All residence halls will be closed for Winter Recess. The student must vacate his/her residence hall within 12 hours of his/her last final exam before Winter Recess. All residence halls will fully close for Winter Recess on the date that the University Academic Calendar specifies as the date on which residence halls close for the fall term. No students are permitted to gain access to or reside in campus residential facilities during that time. Violation of this provision will result in disciplinary action and/or fines.

## **MEAL PLANS**

*Note: The University is reviewing and updating dining concepts and meal plans for the 2020-2021 academic year. Accordingly, the Meal Plans section of this Contract is subject to change at the University's sole discretion.*

- 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 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 military service.
  - In all cases, students who wish to withdraw must complete the online meal plan account transaction form.
- The University may, at its discretion, grant plan cancellation in certain cases, such as academic dismissal, withdrawing from the term, or some unforeseen circumstance. In such cases, the University may issue credit on a prorated basis.
- The meal plan rates are per semester and include meals, Dining Dollars and/or guest meals per the specific plan.
- Meals and Dining Dollars included in the meal plan 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 the online request form.
- Additional Dining Dollars (purchased in addition to those included with the meal plan) 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 non-transferrable. Anyone contracting for a plan will be held liable for the illegal use of the plan, which may result in 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 purchase a meal plan. Students who do not select a meal plan will be assigned a meal plan by the University. Students residing in College Park Apartments or townhouses can purchase a meal plan if they choose.
- All first-year students who reside in University housing must choose from one of the meal plans designated for first-year students.
- Meals may only be redeemed at the Student Union Dining Hall. Dining Dollars may be redeemed at any dining service point-of-sale including the Tuck Shop, Daily Grind, Pitt Stop, and the Student Union Dining Hall. Up to one meal exchange can be used per meal period at the Pitt Stop. 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 Thanksgiving Recess and 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 Dining Hall 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 and/or meal plan by completing the online cancellation form. 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.

- 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.

#### **CANCELING HOUSING BEFORE THE FALL TERM BEGINS**

- **On or before July 15:** The student can cancel his/her housing for any reason, and the housing deposit will be refunded.
- **Between July 15 and the day residence halls open, as specified by the University Academic Calendar:** The student can cancel his/her housing for any reason, but the housing deposit will be retained by the University.

#### **CANCELING HOUSING AFTER A TERM HAS BEGUN (FALL OR SPRING AS APPLICABLE)**

- **After the day on which residence halls open (as specified by the University):** The student can cancel his/her housing due to resignation from the University of Pittsburgh at Johnstown, relocating to another Pitt campus, or transferring to another college or university, but the housing deposit will be retained by the University and the student will be liable for a percentage of housing charges
- The student's prorated liability for housing charges will be determined by multiplying the predetermined daily housing rate by the number of days the student resided on campus (which is counted until the student removes all belongings and returns the room key).
- **The Office of Housing and Dining Services is not able to release the student from this Contract to move off-campus or commute.**

#### **CANCELING HOUSING FOR THE SPRING TERM BEFORE IT HAS BEGUN**

- The Housing and Dining Services Contract is for both the fall and spring terms; however, the student can cancel his/her housing for the spring term for certain reasons, as long as the student completes the online housing cancellation request on or before the last day of the fall term specified by this Contract. **The Office of Housing and Dining Services is not able to release the student from this Contract to move off-campus or commute.**
- **When termination is due to:**
  - graduation,
  - study abroad with a University-approved program, or
  - in certain circumstances, working at an internship or completing clinical placements...

The University may refund the housing deposit, provided the student completes the online housing cancellation request on or before the last day of the fall term specified by this Contract and turns in supporting documents. Supporting documents may include but are not limited to a letter from the Study Abroad Office, a copy of an approved application for graduation, a letter from Career Services confirming an internship, etc.

- **When termination is due to:**
  - resigning from the University,
  - relocating to another Pitt campus, or
  - transferring to another college...

The University will not refund the housing deposit, but the student will be allowed to cancel his/her housing and they will not be responsible for paying the full amount of housing fees for the spring term. Approval of cancellation is still dependent on the student completing the online housing cancellation request.

- In all cases, the student who wishes to withdraw from University housing must complete the online housing cancellation request, remove all belongings, and return the room key on or before the last day of the fall term specified by this Contract.

#### **CANCELING HOUSING DUE TO MEDICAL WITHDRAWAL FROM THE UNIVERSITY OR MILITARY SERVICE**

The Housing and Dining Services Contract is for both the fall and spring terms; however, the student may cancel his/her housing due to medical withdrawal from the University or due to military service. The student must complete the online housing cancellation request and provide accepted supporting documentation, which is uploaded as part of the online cancellation request. The student's prorated liability hereunder will be determined as discussed above from the date the cancellation request is approved by Housing and Dining Services. In addition, the University may refund the housing deposit.

## **AGE**

- Students under the age of 16 are not eligible to live in on-campus housing. Students must be at least 16 years of age by the date on which the residence halls open for the fall term, as specified in the Academic Calendar. Legal guardians of students under the age of 18 are required to sign the Housing and Dining Services Contract via electronic signature. Only students age 24 or under will be eligible for on-campus housing. On-campus housing for students over the age of 24 is not guaranteed and will be subject to availability.

## **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*, *Residential Handbook*, and/or 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 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 and include 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.
- Online room change requests must be submitted and approved 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 a student of their choosing regardless of gender or gender identity or expression. At this time, only upperclass students may choose gender-inclusive housing, which is limited to the Living-Learning Center, Willow Hall, or 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 may assign a new roommate to the room, the room may revert to a single-sex room and a new roommate may 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, or 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 cannot be appealed by individual students.
- Damage fees will be assessed by the Office of Housing & Dining Services and payment instructions will accompany the notice.

## **VACATING ROOMS**

- Proper check-out procedures are to be followed when vacating the room. A student failing to follow proper procedure waives his/her right to appeal any/all damage charges. In addition, an improper check-out charge may be assessed. Improper check out includes, but is not limited to, failure to: complete the online housing cancellation form, remove personal belongings, return room key, and/or check out with the Residence Life staff.
- 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.
- Any belongings left behind for five (5) business days will be considered abandoned and will be disposed of by the University with no liability.
- 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.
- 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.
- 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.
- It is unlawful to duplicate a room key. Students found in violation are subject to judicial action and fines.

## **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 unauthorized removal or relocation of University furniture. Fees will be assessed by the Office of Housing & Dining Services and payment instructions will accompany the notice

## **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
- 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 not permitted to be brought to campus.
- 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.
- Any personal property 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.

## **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, 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. A complete list of prohibited items is available on the Housing and Dining Services website.
- 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 power strips must be grounded and UL approved.

## **ANIMALS**

- 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 10-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 and/or fines without prior warning and will be required to remove the animal immediately. 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.
- Students may not remove the curtains from a room nor may they hang fabric in their rooms or common areas for decorative or other purposes.
- 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.
- Exercise and free weight equipment are 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 Conduct*.
- All First Year Residence Halls (Hemlock, Hickory, Laurel, 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**

The following regulations govern guest visitation. A visitor or guest is defined as any person, including a resident from the same building, invited by a resident to that resident's assigned residence hall/room. Residents will be responsible for their visitors/guests at all times. Residents will also be accountable for any Code of Conduct violations or damage committed by their visitors/guest.

- A resident student may have guests in his or her room between the hours of 6 a.m. and 12 a.m. (midnight) only.
- Visitation (6 a.m. to 12 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 individuals residing in the living space 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 appropriate 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.
- A resident may not entertain a person under the age of 16 unless that person is accompanied by a parent. At no time are non-students under the age of 18 permitted to stay in the residence hall overnight.

## **UNPAID FINES/INVOICES**

- Failure to pay fines/invoices will result in "service holds," which may prevent a student from registering for classes, re-contracting for housing, checking into a residence facility, obtaining a transcript, or diploma, etc.

## **ACCOMMODATIONS**

A variety of facilities and services are available for students with disabilities. Students with disabilities who require adapted facilities or services should contact the Office of Health and Counseling Services (814-269-7119; ohcs@pitt.edu) as soon as possible to document their disabilities and their needs or requests. Students with disabilities must meet the standard guidelines for housing eligibility. For additional questions or concerns, contact Health and Counseling Services.

## **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*, *Residential Handbook*, and this document.