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THIS STUDENT HOUSING CONTRACT IS A LEGALLY BINDING AGREEMENT FOR A FULL ACADEMIC YEAR AND APPLIES TO ANY RESIDENTIAL SPACE ON CAMPUS. STUDENTS SUBMITTING THIS STUDENT HOUSING CONTRACT ARE MAKING A COMMITMENT TO LIVE ON CAMPUS FOR ONE FULL ACADEMIC YEAR.

STUDENTS WISHING TO RESIDE ON CAMPUS MUST PROVIDE DOCUMENTATION OF HAVING RECEIVED A MENINGITIS VACCINATION IN THE PAST 5 YEARS PRIOR TO MOVING INTO THE RESIDENCE HALLS.

Electronic Signature Agreement

By choosing to review this Student Housing Contract, you agree to the following terms:

- Your use of this Student Housing Contract is conducted electronically and you agree that Residence Life may communicate with you electronically for all aspects of your use of this Student Housing Contract including sending you electronic notices.
- At the end of this document you will be asked to provide an electronic signature. By doing so you will be agreeing to the Terms and Conditions of this Student Housing Contract. Your electronic signature is legally binding.
- Students who are under 18 years of age at the time that they sign this Student Housing Contract must dually sign this Student Housing Contract with their legal guardian by clicking on the "I/We Agree" button.
- Students and their legal guardians are urged to carefully read the terms and conditions of this Student Housing Contract. We recommend you keep all records relating to this Student Housing Contract and print or make an electronic copy of these Terms and Conditions.

If you plan to be here for only the SPRING 2018 term or are a Ford Asset, Honda PACT or Chrysler student in need of a short-term contract, please request a short-term contract by clicking on the appropriate link on the previous page. FALL only contracts are not available.

Check your address to make sure the correct <u>permanent address</u> is on file for you. If your address is not correct, contact the Admissions Office at (800) 367-9222, option 2. You may also update this information on the <u>Student Information System</u>.

Your Student Housing Contract will not be considered complete until your \$200 housing deposit is received. The \$200 deposit includes a \$100 non-refundable housing deposit and a \$100 damage deposit. By electronically signing below, I/we understand and agree to the Electronic Signature Agreement stated above.

To go back click on "Housing Preferences" above

PENNSYLVANIA COLLEGE OF TECHNOLOGY

STUDENT HOUSING CONTRACT

THIS STUDENT HOUSING CONTRACT is made between PENNSYLVANIA COLLEGE OF TECHNOLOGY, hereafter referred to as "College" and the individual named below, hereafter referred to as "student". This Student Housing Contract does not constitute a commitment of admission to the College and may be terminated under the conditions specified herein. Students and their legal guardians are urged to carefully read the terms and conditions of this contract.

TERMS AND CONDITIONS

Contractual Agreement.

This Student Housing Contract is called the "Contract" in these Terms and Conditions. When this Contract is approved and executed by the College, these Terms and Conditions are a binding contract on the student. This Contract cannot be terminated or changed without the written consent of the College. By signing this Contract, the student also agrees to observe all rules, regulations, and policies in the <u>Student Handbook</u>, the <u>College Catalog</u>, the <u>Residence Life website</u> and other publications of the College, which are now in effect or as may be amended from time to time. All of those rules, regulations and policies are incorporated into this Contract. The student is responsible to make sure he or she is fully familiar with these rules, regulations and policies.

Contract Period.

This Contract is for a full academic year (Fall and Spring semesters) this period begins August 12, 2017 through 24 hours after the student's last exam or May 5, 2018 (whichever occurs first). This is called the "contract period". The student agrees to live in and pay for the College housing for one full academic year, if College housing is available.

One Semester Contracts: December Graduates

Students who expect to graduate in December should not sign this Contract. They should contact Residence Life for further information about a one semester contract. Students who sign this Contract and graduate in December are obligated to pay the housing fee and residence life activity fee for both the Fall and Spring semesters.

Occupancy.

This Contract gives the student a limited license to use and occupy the assigned housing unit under these Terms and Conditions. In this Contract, the term "housing unit" means the room, apartment or other housing accommodation assigned to the student. This Contract does not establish a landlord/tenant relationship or give the student any property interest in the housing unit. College housing is closed for designated vacation periods. Students are not permitted in College housing during these periods. Early arrivals and late departures are not permitted. For schedule of residence hall closures see the <u>Residence Hall Calendar</u>.

Fees and Payments.

The **Housing Fee** and **Residence Life Activity Fee** for each semester in the contract period will be approved by the Board of Directors of the College prior to the start of the 2017-2018 Academic Year and will be posted on the Residence Life website once approved.

The **Damage Deposit** fee is \$100.00. The **non-refundable Housing Deposit** fee is \$100.00. The Damage and Housing Deposits must be paid by the student upon execution of this Contract. The Housing Fee and the Residence Life Activity Fee must be paid each semester by the student on or before the College's established tuition and fees due dates.

Board Plan.

As a requirement to reside in College housing, the student must purchase one of two board plans, either a 14 meal/week plan or a 19 meal/week plan. The student must select one of the two board plans when the student submits this Contract. By signing this contract, the student agrees to and has read the <u>disclosure statement</u>. Board plan fees are payable on the College's established due dates. For more information on board plans and dining options visit the <u>Dining</u> <u>Services</u> website.

Housing Status.

The student's request for College housing will not be processed until the student has paid the Damage and non-refundable Housing Deposits. However, neither payment of these deposits nor acceptance and execution of this Contract by the College guarantees the student a housing unit.

When the student has completed this Contract and paid the Damage and Housing Deposits, the student will be given one of the two following housing statuses:

Assigned. This means that the College has housing available for the student. However, the actual assignment to a specific housing unit begins for new students in early June 2017.

Waiting. This means that the College does not have housing available for the student and the student is on a waiting list. If College housing becomes available, the College will assign a housing unit to the student and the student's status will change to assigned. Placement on the waiting list does not guarantee that College housing will be available for the student.

Refunds.

The College does not refund the Housing Fee, the Residence Life Activity Fee, or the Housing and Damage Deposits, except as specifically set forth in this Contract. Student agrees that he or she is not entitled to any refund of these fees and deposits, except as set forth in this Contract. *Housing Deposit.* The College will not refund the Housing Deposit, unless the College is unable to provide a housing unit to the student. This means that only students on the waiting list are eligible for a refund of the Housing Deposit. The College does not refund the housing deposit to any other students. Students who do not attend the College, who withdraw from the College, or attend but choose not to live in College housing will not receive a refund of the Housing Deposit.

Damage Deposit. The College will refund the remaining balance of the Damage Deposit at the point that the student has no outstanding contracts for on-campus housing. The College will also refund the Damage Deposit to a student who is registered to attend the College but then withdraws without attending.

Residence Life Activity Fee. The College does not refund the Residence Life Activity Fee.

Housing Fee. The College will refund the Housing Fee in only two circumstances: if the College is unable to provide housing to the student, or the student does not attend or withdraws from the College by the deadline set by the College for Housing Fee refunds. Students who are evicted from College housing are not entitled to any refund of Housing Fees. Students who graduate in December or at any time prior to the end of the contract period do not receive a refund and must pay the Housing Fee and Residence Life Activity Fee for the Spring semester.

To obtain a refund of the Housing Deposit or Housing Fee when the College is unable to provide housing, the student must notify the Residence Life Office in writing that he or she wishes to be removed from the waiting list.

When a student does not attend the College or withdraws from the College, the amount of the refund, if any, depends on when the College is notified in writing that the student is withdrawing or not attending the College. If the notice is received after the deadline for Housing Fee refunds, the College will not make any refund of the Housing Fee. If the notice is received prior to the deadline, the amount of the refund will depend upon when the student notifies the College. For information on when and in what amount a Housing Fee may be refunded, see the <u>Refund Policy</u> web page.

Students having assigned status who choose not to live in the assigned housing unit remain bound by this Contract and must fulfill its terms. This includes payment of the Housing Fee for both semesters.

Meningitis Vaccine Documentation.

All students who live in College housing are required to provide documentation that he or she has received the <u>Meningitis Vaccination</u>, unless the College has granted the student a waiver for medical or religious reasons. Students must provide this documentation to the College before moving into his or her housing unit, unless the College granted the student a waiver. The vaccination must be no more than five years old.

Housing Eligibility.

College housing is normally available only to registered, full-time, degree-seeking students of the College. Students with assigned status who do not register as full-time degree-seeking students at the College may forfeit (lose)any assigned housing unit and the College may terminate (end) this Contract. The College reserves and has the right, in its sole discretion, not to terminate (end) this Contract if the student does not register as a full-time student of the College.

Students who do not pay their tuition and fees by the College's established tuition deadline may be removed from housing at the College's discretion. Students on the waiting list who do not pay their tuition and fees by the College's established tuition deadline may be passed over for assignment to housing until they have paid their tuition and fees and become a registered student for the term.

Students who are required by Pennsylvania law or "Megan's Law" to be registered as a sex offender are not eligible for College housing.

Housing Assignments.

The assignment of a housing unit to the student is a matter for the sole determination of the College. While the student may request a particular type or location for his or her housing unit, the College gives no assurances that the student will receive his or her request or top preferences. The student may also request assignment to a housing unit with other specific individuals. While the College will attempt to accommodate mutually requested housing unit assignments, the College does not guarantee such assignments. This Contract remains a binding contract on the student whether or not he or she receives his or her preference for the housing unit and/or for roommate(s).

This Contract is not assignable or transferable by the student. This means that the student may not transfer his or her right to occupy a housing unit and may not sublet any part of a housing unit.

The College reserves and has the right, in its sole discretion, to change housing assignments and/or occupancy levels at any time and from time to time during the contract period.

The College reserves and has the right, in its sole discretion, to refuse to approve a Contract with a student. Once accepted, the College does not guarantee that College housing will be available to the student and reserves and has the right, in its sole discretion to remove a student from the housing unit. Students removed from College housing remain bound by the terms of this Contract, including the payment of housing fees. The College may base the refusal or removal on the student's current or past criminal activity or other behavior due to which, in the determination of the College, it would not be in the best interests of the College or its students to allow the student to occupy College housing.

The College will assign the student to a particular space within a living unit. The student may not block other students from occupying other spaces within the living unit by placing belongings on beds or other furniture that is intended for the occupants of the other spaces.

Student Responsibility for College Housing.

The student is responsible to maintain his or her housing unit and its furnishings with reasonable care. Upon moving into his or her housing unit, the student is provided an Apartment Inventory Form to review, sign and turn in. The student is responsible to make sure that he or she has reviewed, signed and turned in this form and to include any items of damage which exist at the time of move in. The student is also responsible to use reasonable care in using and maintaining common areas related to the housing unit or other College housing facilities.

Damages.

The student must pay for any damage to his or her housing unit and/or its furnishings. The student is jointly responsible with other students for damage to any common areas or other College housing facilities. Damages will be divided among all students within the defined living area, unless the party responsible for the damage is identified. All charges for damages will be deducted from the \$100 Damage Deposit. Charges that exceed \$100 will be billed and must be paid promptly upon demand by the College.

Liability.

The College is not responsible for theft, loss or damage to the student's personal property. The College encourages the student to carry appropriate insurance on personal property. Personal property left after the student vacates or is required to vacate his or her housing unit will be considered abandoned property. The College will dispose of abandoned property. The student must pay any fees charged by the College.

Room Entry and Searches.

The College reserves, without restriction, the right to allow authorized personnel to enter the student's housing unit and, in certain circumstances, search the housing unit and property in the housing unit. Authorized personnel have the right to remove items from a student's housing unit which are in violation of the College's rules and regulations or applicable laws, rules or regulations. Additional information on room entry and searches can be found on the <u>Residence Life website</u>.

Enforcement, Financial Obligations.

This Contract is governed by the laws of Pennsylvania. Student agrees to pay the College for any costs, including attorney's fees, which the College incurs to enforce this Contract. This includes collection action to recover unpaid housing or other unpaid financial obligations the student owes the College. In addition, if the student has an excess balance in the student's housing account, student agrees that the College may use this offset for other financial obligations the student has to the College. On the next page you will be given payment options for paying the housing deposit. If you plan on paying the \$200 deposit (\$100 damage deposit and \$100 non-refundable housing deposit) with a credit card, have your credit card ready before clicking on "I/We Agree" below. You can only get to the payment option page once by way of clicking on "I Agree" below. You can, however, return to any part of this contract prior to clicking "I/We Agree" below. The \$200 housing deposit can also be paid by check, money order, or cash. Instructions for paying by these methods are listed on the next page (the payment option page).

ELECTRONIC SIGNATURE Read and Understand; Meaning of Signing this Contract

By signing this Contract as instructed below, the student and, if signed by the student's legal guardian, the legal guardian agrees that he or she has read all of these Terms and Conditions and understands the Terms and Conditions. By clicking the "I/We Agree" button, the student and, if applicable, the student's legal guardian signs this Contract. In this Contract, signing means clicking the "I/We Agree" button.