

## 2019-2020 STUDENT HOUSING CONTRACT

This is a legally binding contract for the entire 2019-2020 academic year

In order to complete the student housing reservation process for the 2019-2020 school year, you must answer the application questions; "Accept" the Student Housing Contract below (the "Housing Contract" or "Contract"); complete and electronically sign the Housing Contract; and pay, if applicable, a non-refundable \$200 application fee. The application fee can be paid on-line with a credit card or by e-check. You are responsible for complying with all provisions of the Housing Contract and therefore we encourage you to read thoroughly the entire agreement prior to accepting and electronically signing it.

In accordance with the Higher Education Opportunity Act of 2008, Clarion University has established a protocol for students in University Housing regarding the reporting, investigation, and notification when a student residing in University housing is believed missing. ([Full details can be found in the University Housing Handbook.](#))

**Once you have accepted the Housing Contract terms, completed and electronically signed the Housing Contract and, if applicable, paid the non-refundable application fee, you are financially obligated for the entire 2019-2020 academic year. Contract releases will only be granted if the student no longer attends the University due to withdrawal, academic suspension, or approved study abroad programs.**

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**If a student is approved for a contract release due to the reasons listed above, cancellation fees will be determined based on the date of cancellation outlined below:**

### **Cancellation rates for the Fall 2019 semester:**

- Incoming freshmen or new students to Clarion who do not attend the University will not be charged a cancellation fee, but will lose their \$200 application fee.
- Returning students and students who enter into the contract for the academic year:
  - Cancellations between the signup date and June 30, 2019 will not be charged a cancellation fee, but will lose the \$200 2019-2020 Housing application fee (if applicable).
  - Cancellations that occur between July 1, 2019 and the end of Fall 2019 semester drop/add period defined by Clarion University at <http://www.clarion.edu/academics/academic-calendar.html>, will incur a \$500 cancellation fee minus any paid \$200 2019-2020 Housing application fee (if applicable).
  - After the Fall 2019 semester drop/add period, the housing cancellation fee will follow the University refund policy (<http://www.clarion.edu/tuition-and-financial-aid/billing-and-payments/refunds.html>) outlined below:
    - 100% refund of the housing fee through week 1 drop period
    - 80% refund of the housing fee through week 2
    - 60% refund of the housing fee through week 3
    - 50% refund of the housing fee through week 4
    - 40% refund of the housing fee through week 5
    - 0% refund of the housing fee after week 5

**If a student is approved for a contract release due to the reasons listed on page 1, cancellation fees will be determined based on the date of cancellation outlined below:**

**Cancellation rates for the Spring 2020 semester:**

- Incoming freshmen or new students to Clarion who do not attend the University will not be charged a cancellation fee, but will lose their \$200 2019-2020 Housing application fee.
- Returning students and students who enter into the contract for the spring semester:
  - Cancellations from week 6 of the Fall 2019 semester through December 31, 2019 will be charged \$500.
  - Cancellations that occur between January 1, 2020 through the end of Spring 2020 semester drop/add will incur a \$1000 cancellation fee.
  - Cancellations that occur after Spring 2020 semester drop/add period defined by Clarion University at <http://www.clarion.edu/academics/academic-calendar.html> will be responsible for the full spring 2020 semester housing fee.

The Hilltop Suites and Suites on Main (Suites) at Clarion University and Reinhard Villages are student housing facilities owned by the Clarion University Foundation, Inc. (the "Foundation"). The Suites at Clarion University are on the University campus and are managed by the University for the Foundation. Reinhard Villages is off campus and also managed by the University for the Foundation. Because the University manages the Suites and Reinhard Villages at Clarion University for the Foundation your direct contact regarding the Housing Contract will be with the University.

**The University requires all first-time-in-college students and/or transfer students (who have earned less than 24 credits at a previous institution), who are enrolled full time, and who live more than 30 miles from the campus address of 840 Wood Street, Clarion, PA 16214 to live in University housing for the first four (4) semesters. If you have additional questions regarding the housing requirement, please contact the Center for Residence Life Services at 814-393-2352.**

Carefully read the terms and conditions of the Housing Contract prior to accepting it.

**TERMS AND CONDITIONS**

**1. INTRODUCTION:**

The University and the Foundation provide housing as a service to students and all housing is considered to be part of the University community. The behavior and academic expectations of the University community must be met to remain in student housing. Therefore, in addition to the obligations set forth in this Housing Contract, students must comply with the obligations set forth in the Clarion University Undergraduate Catalog, University Housing Handbook, Student Rights and Regulations Handbook Online and any other relevant University documents in order to remain in student housing.

**2. GENERAL CONDITIONS:**

The Housing Contract is between you (or your parent/guardian if you are under the age of 18 years of age) and the Foundation. The relationship between you and the Foundation or you and the University is not and should not be construed to constitute a landlord/tenant relationship.

The University and the Foundation are committed to their respective policies of nondiscrimination. The University and the Foundation both provide room and board accommodations without regard to race, religion, creed, sexual orientation/affection, gender identity, sex, age, national origin, disability, and veteran status. Both the University and the Foundation will comply with their respective obligations under the Americans with Disability Act. If you have a disability and require special accommodations, please contact the Center for Residence Life Services about your needs.

The University does not discriminate in the provision of housing to students with disabilities, and the University will provide comparable, convenient, and accessible housing to students with disabilities at the same cost as to others.”

### **3. ELIGIBILITY:**

To be eligible for student housing you must: (a) be admitted and enrolled as a full-time undergraduate, graduate or special non-degree student at the University and have paid required University fees. Dropping below the University fulltime course load of 12 credits per semester (nine credits for graduate students) during any Contract period does not automatically release you from the financial responsibility for your Contract during that period and (b) fulfill mandatory immunization requirements, as outlined by the Center for Wellness and as described in section 4 below.

Your eligibility to live in student housing is not guaranteed. A criminal record, conduct code violation or other health, safety or welfare issue or an outstanding bill may preclude you from contracting or re-contracting for housing as determined by the director of the Center for Residence Life Services (or designee) and/or the Foundation (or designee). The University and the Foundation each reserves the right to cancel a Housing Contract for such reasons.

### **4. REQUIRED MENINGITIS VACCINE FOR STUDENTS:**

Pennsylvania state law requires that students who reside in student housing must be vaccinated against meningitis. You may elect to waive this requirement if: (1) the University provides you (or your parent/guardian if under 18 years of age) detailed information on the risks associated with meningitis and the availability and effectiveness of any vaccine; and (2) you sign a waiver stating that you have received and reviewed information provided and have chosen that you will not receive the meningitis vaccine. The waiver must be returned to the Center for Wellness by August 1 for the fall semester or January 1 for the spring semester in order for you to be able to check in to your room at the beginning of the semester.

### **5. CONTRACT PERIOD:**

This Housing Contract is for the entire academic year or, if entered into after the beginning of the academic year, for the remainder of the academic year. The period of occupancy begins upon start of the academic term and will end twenty-four (24) hours after you cease attending classes, complete finals or until 10 p.m. on the last day of the Contract period announced by the University through the Center for Residence Life Services, whichever is earlier. All on campus student housing is closed over all University breaks. Students are not permitted to remain in the on campus student housing over any breaks or vacations except when required to be on campus for University related activities. If you have any questions, please contact the Center for Residence Life Services by email at [reslife@clarion.edu](mailto:reslife@clarion.edu) or by phone at 814-393-2352. Students residing at Reinhard Villages may remain in student housing when the University is not in session.

### **6. ASSIGNMENT OF SPACE:**

The Housing Contract is for a residence hall/suite/apartment space, not a specific room or bed. You are required to pay the published rate for the academic year that the space is assigned. The University and the Foundation reserve the right to make changes in assignments when either deems it necessary. Requests for re-assignment will be considered once the academic year has begun and whenever space is available and with approval of the appropriate Center for Residence Life Services staff. The University and the Foundation reserves the right to require you to move to different accommodations:

- a) to make the most effective use of its facilities (including consolidations of vacancies);*
- b) when the appropriate University or Foundation officials deem it advisable for the welfare and benefit of you or other students; or*
- c) when repairs and maintenance are required to correct a condition dangerous to the health and/or safety of the resident or residents of the building.*

### **7. TEMPORARY HOUSING:**

If you cannot immediately be accommodated in a permanent space, a temporary housing assignment may be offered within a student housing facility or space. If you accept a temporary assignment, you must accept the permanent assignment designated by the Center for Residence Life Services or Foundation when it becomes available.

#### **8. RATES AND PAYMENTS:**

Fees for University student housing are approved annually through the Foundation. [Current housing fees are linked here and can be found online](#). Fees for the upcoming academic year have not yet been approved by the Foundation, but will be posted online upon approval. Contract payment deadlines are established by the Center for Residence Life Services and Student Financial Services. The housing rate for a temporary assignment is equal to the rate for double occupancy in the assigned building.

#### **9. INDEBTEDNESS:**

Failure to satisfy the financial obligations acquired under this Housing Contract may result in any of the following: removal from housing, Contract cancellation, denial of your ability to enter into a Contract for the following academic years, denial of meals, denial of issuance/transfer of grade transcripts and/or enrollment, denial of services at the University's discretion, charge of late fees and interest, and/or account collection. In accordance with any policies the University or Foundation might adopt, the University or Foundation will charge late fees and interest on delinquent accounts. Collection costs incurred in collecting delinquent accounts will be charged to the debtor.

#### **10. ACCEPTANCE OF THIS CONTRACT:**

The Contract is effective upon acceptance by the Center for Residence Life Services, provided that the Center for Residence Life Services has received the Contract, electronically signed by you (and your parent or guardian if you are under 18 years of age), without any change to the terms of the Housing Contract, with the \$200 application fee (if applicable) paid by the posted deadline.

#### **11. HOUSING APPLICATION FEE:**

You must submit a \$200 housing application fee (if applicable) as an indication of your commitment to reside in student housing. The housing application fee is non-refundable if the Contract is canceled, released, or terminated for any reason.

#### **12. MEAL PLANS:**

Students living in Suites on Main, Campus View, or Valley View housing are required to select one of the on campus meal plans available. If one is not selected by the student, the student will be assigned to the 14 meals a week meal plan. Reinhard Villages students are not required to have a meal plan.

#### **13. CONTRACT RELEASE REQUEST:**

Approved reasons to be released from the Housing Contract are a withdrawal from the University, academic or financial suspension, or approved study abroad programs. A release will be granted once the reason has been reviewed and approved. Depending upon the date of release, housing fees may apply and the application fee will not be refunded. During the academic year, refunds for Housing will follow the cancellation fee structure outlined in the Housing Contract. Students will not be permitted to be released from their contracts for any other reason other than not attending the University for the reasons listed above.

In order to request a release from the Contract you must submit a completed Contract Release Request (available

online or in Residence Life Services- 218 Becht Hall). Release from the Contract will result in forfeiture of the \$200 application fee. You may incur other fees dependent on the date of release. If the housing bill is paid and you are later released from your Contract a prorated refund will be processed if and the appropriate cancellation fees will be applied to your student account. If the Contract release is approved, your check-out and removal of personal items must be completed within twenty-four (24) hours of the contract release. If you are not granted a release from the Contract, you remain financially responsible under the terms of this Contract until the end of the Contract period.

#### **14. ALTERATION OF THE CONTRACT:**

In the event that you (with permission from the Center for Residence Life Services) change rooms/suites/apartments or meal plans resulting in alteration of room and board rates, the appropriate refund or billing will be made to your student account.

#### **15. ROOM CHANGES:**

Room changes are to be conducted through the Area Coordinators and the Center for Residence Life Services. Moves without approval are not permitted. At the beginning of every semester, there will be a two week hold on room changes and then a free room change period conducted through the Center for Residence Life Services. Room changes outside this time may be charged a room change fee at the discretion of the Center for Residence Life Services. Students will be permitted to change within their properties but not transfer in between properties.

#### **16. GENERAL PROCEDURES AND POLICIES:**

You will not perform your own repairs in rooms or on furnishings and equipment, nor alter furnishings or equipment from its intended use. You are expected to maintain your room in an orderly, safe, and sanitary condition at all times. Housekeeping services are provided only in common areas, such as stairwells, TV/study lounges, hallways, laundry rooms and community bathrooms.

Charges for damages in a room and charges for loss or damage to furnishings or equipment in a room will be assessed to the student(s) assigned to that room/suite/apartment. Damages/charges for public/common areas will be split among all residents of the floor or building unless the responsible individuals are identified.

Occupancy is defined as a signed Contract, and/or issuance of a key to you for a specified room and does not require actual physical presence by you or your belongings. Failure to check out properly (over any breaks, after release or upon completion of your contract) will result in a \$25 improper check-out fee.

Authorized University or Foundation personnel reserve the right to enter/inspect your room:

- a) at initial occupancy and prior to departure;*
- b) to make repairs at any time during the school year;*
- c) when there are reasonable grounds to believe a condition exists which constitutes a danger to the health, safety, and security of the occupants of a room or residence hall.*
- d) to make routine inspections for maintenance, health and safety, and to perform required services; or*
- e) when there is reason to believe a specific violation of University or the Center for Residence Life Services policy is taking place.*

*Unless exigent or emergency circumstances preclude the ability to provide prior notice of entry, you will be provided notice of any such entry.*

#### **17. LIABILITY:**

Neither the University nor the Foundation shall assume responsibility for accident, personal injury, or illness sustained by you, guests, or visitors, nor for the damage, theft or loss of personal property. You release Clarion University and the Clarion University Foundation, Inc., its officers, agents, and employees from any liability on account of any accident, injury, illness, property damage, theft or loss. Neither Clarion University nor the Clarion University Foundation, Inc. is responsible for loss or damage to property in your room/suite FOR ANY REASON and you are encouraged to contact an insurance carrier to ensure proper protection against harm or loss.

You are also highly encouraged to seek out renters insurance to protect your personal property while living in housing.

**WE RECOMMEND YOU PRINT THESE PAGES FOR YOUR RECORDS**