



## EAST STROUDSBURG UNIVERSITY HOUSING AGREEMENT (2022-2023)

**TERM OF CONTRACT** – The term of occupancy shall be for the entire Academic Year or Summer Session. The student is not permitted to cancel this contract, unless he/she gives notice of the cancellation request in writing on or before August 1, 2022. Access to the living space is only available when classes are in session (exception: Break Housing; see below). The student will be given notice of the official opening and closing dates of the residence hall for each semester. The student must occupy the living space within 48 hours of the official opening time and must vacate the entire living space by the official closing time. In the event a student withdraws during a semester, the entire living space must be vacated within 48 hours after withdrawal. Any and all personal belongings remaining after that time will be removed and disposed of at the student's expense.

**CANCELLATION REQUESTS** – Cancellations are entertained only if one of the following reasons is presented, for the spring semester:

- You withdraw from the University. Residential and Dining Services will be notified by the Student Enrollment Center if you withdraw, and your account will be pro-rated accordingly.
- You transfer from the University.
- You are student teaching closer to your home and want to commute.
- You are fulfilling an internship closer to your home and want to commute.
- You are studying abroad.
- There is an emergency (this information must be given to the Residential and Dining Services in writing, using the appeal form (see "Cancellation Appeals" below)).

**CANCELLATION APPEALS** – It is highly unlikely that the University will release you from the University Housing Agreement for reasons other than being dropped or official withdrawal from the University. If you feel that personal circumstances warrant consideration, you can request a copy of the Appeal Form from the Residential and Dining Services department. You should complete the form, supply all necessary documentation, and return the completed form as directed. You should not sign another contract before being notified in writing of release from your University Housing Agreement.

**TERMINATION CLAUSE** – Residents may be subject to an administrative room/suite change or agreement termination for any violation of this agreement or any addendum(s). Under these circumstances, a resident may not be eligible for a partial and/or full refund.

**OASIS HOUSING ACCOMMODATIONS** – If a student has a disability that requires an accommodation related to housing, the student has the right a request for accommodation and supporting documentation to the University (see "OASIS Accommodations" on our webpage: <https://www.esu.edu/oasis/index.cfm>). Your accommodation request should be submitted by the May 1 Priority Housing Deadline to allow the University sufficient time to consider the preferences for the assignment process. Once the form is received and reviewed, any determination that is made will take effect immediately, and may impact the student's current room

assignment. If the form is received after the deadline, contract preferences for area, and/or roommate requests will be reviewed but taken into consideration only if space permits. If the form is received after room assignments are posted, the University reserves the right to reassign the student to a space that will accommodate the student.

**OPENING, CLOSING, and BREAK PERIODS** – We open for the fall on Friday, August 26, for new students. Continuing students may arrive on Saturday, August 27 or Sunday, August 28. Many fall sport teams and other student groups may arrive ahead of this time. If you are a member of one of these teams or student groups, you will receive information about your move-in date and time from your sponsoring host here at ESU. We close for Thanksgiving Break on Tuesday evening at 10:00pm on November 22, and re-open on Sunday, November 27 at noon. We close for winter break on Friday evening at 7:00pm on December 16. We close for Spring Break on Friday, March 3 at 7:00pm, and re-open on Sunday, March 12 at noon. We close for the summer on Friday, May 5, at 7:00pm.

**BREAK HOUSING** – Break housing is offered (Thanksgiving, winter and spring break) for free at University Ridge. Students wishing to remain on campus in any/all other facilities may do so, but are subject to a per-day fee. There is no visitation allowed during break periods. No meal service is available over break periods.

**SUMMER HOUSING** – Summer housing is offered in one designated residence hall. You can apply for summer housing in your My ESU portal beginning April 1, 2022. You can also tell us on your application the length of time you are going to be staying here, and you will be billed according to the number of nights that you need housing. A meal plan is required while classes are in session.

**RIGHT OF ASSIGNMENT** – The University reserves the right to make room assignments, temporary assignments, consolidations, and re-assignments when necessary. Assignments to housing space are made without regard to race, creed, color, age, origin, sexual orientation, or religion. Generally, students must be enrolled full-time to reside on campus. Exceptions can be made at the discretion of the Housing Office, as space permits.

**TEMPORARY ASSIGNMENTS** – Residents assigned to temporary housing locations will be notified as openings occur in permanent spaces. Students will continue to be assigned in order of the date their contracts were received. The student's original area and room-type preference will be considered, but cannot be guaranteed. Once residents are notified of their permanent assignment, staying in temporary housing the entire semester is not an option. The student is required to move out within 48 hours of notification.

**MANAGERS** – Sycamore Suites and University Ridge are owned by University Properties, Inc. UPI has hired the University to manage Hawthorn Suites, Hemlock Suites, Sycamore Suites and University Ridge Apartments. The term “Manager” as used in this Agreement means the University.

**LIVING SPACE FURNISHINGS** – Student living space is furnished with beds, mattresses, dressers, desks, chairs, and closet space. Additional furnishings are provided in the Suites, University Apartments, and University Ridge. The student is not permitted to remove any furniture, equipment, or any other property belonging to the University or UPI. Property of the residence hall, such as lounge furniture, may not be moved into student living space nor may any furniture be removed from the residence hall.

**USE OF PREMISES** – The student shall occupy the assigned space solely as living and study quarters for the student and not as a center for any commercially related function. Additional occupants may not live within the premises unless assigned by the Housing Office. Visitors are permitted only as explained in the Visitation Policy.

**REPAIRS AND ROOM CONDITION** – Prior to the beginning of occupancy, a living space inventory will be taken that the student will certify. The student is responsible for keeping the living space, furniture, and fixtures

in good condition. At the end of the contract term or when a student vacates the living space, a final inventory will be taken. The student will be charged for any damage caused by other than ordinary usage, and for cleaning costs associated with excessively dirty conditions. Students may be individually and jointly liable with other students for damage done to common living space and common areas within the building. No pets, firearms or hazardous materials (including candles and incense) are allowed in the living space. The student is not permitted to use nails, tacks, screws, etc. in the walls, ceilings, woodwork, or doors. The student will also keep the living space free from any accumulation of waste or refuse and shall keep the living space neat and clean at all times.

**DAMAGE COSTS** – The following is a list costs for damages that commonly occur:

Replace Mattress: \$180.00  
Painting: \$75.00 per wall  
Replace Lock Core: \$120.00  
Replace Door: \$180.00  
Replace Window: Varies by building  
Trash Removal: \$35.00 per hour  
Cleaning: \$30.00 per hour  
Replace Ceiling Tile: \$75.00  
Repair Blinds: \$35.00  
Replace Blinds: \$100.00  
Replace Electrical Outlet: \$35.00  
Replace Light Cover: \$75.00  
Replace Overhead Light: \$100.00  
Repair Cable/Internet Box: \$35.00  
Repair Furniture: \$35.00 per hour  
Replace Desk Chair: \$120.00  
Replace Trash Can: \$35.00  
Replace Name/Number Plate: \$50.00  
General Labor: \$35.00 per hour

**RULES AND REGULATIONS** – Students shall comply with all health, fire, safety, and criminal regulations of municipal, state, or federal authorities, as well as with the rules and regulations of the University relating to occupancy and use. The University reserves the right to inspect living space to ensure compliance with all state, federal, and municipal laws and regulations, to ensure standards and objectives are being maintained, and for the protection of the health, safety and welfare of the University community. Students who do not comply with University rules and regulations will be subject to disciplinary action and our Termination Clause. By signing this document, students agree to be knowledgeable of and adhere the Residence Hall Information and Policies Document.

**EXTERMINATION** – If the University or an agent of the University needs to exterminate bugs, fleas, ants, etc. in any housing unit for any reason, students are required to follow the exterminator's rules regarding the timing, cleaning and/or removal of personal items, and any follow up instructions.

**MENINGITIS VACCINATION** – The College and University Student Vaccination Act of PA requires that all students, prior to moving into residence halls must receive the vaccination for meningococcal meningitis or sign a document stating that the student has chosen to be exempt from receiving the vaccination for religious or other reasons. All residents are required to sign a document prior to moving into campus rooms/apartments stating that they are in compliance with the law.

**EXCULPATORY CLAUSE** – Neither UPI nor the Manager shall be liable for damage to or loss of property of the student occurring in the residence hall or assigned living space. It is advised that students secure private

insurance coverage under their family's homeowners policy or purchase their own homeowners insurance to cover their personal belongings. Residents owning sensitive electronic equipment are responsible for purchasing the necessary power surge protection devices.

**JOINT AND SEVERAL LIABILITIES** – The student and co-signer (if applicable) shall be individually liable, and jointly liable with other students for all damage done to rooming accommodations and furnishings therein. The student and co-signer (if applicable) also agree to be jointly responsible with other residents for residence hall accommodations, furnishings, and equipment and to share in the payment of damages sustained. The University will assume no liability for personal injury of students who choose to utilize the bunk option of University beds. For those students who so desire, bed rails must be installed, and students must sign an "Assumption of Risk and Release from Liability" form.

**MEALS** – Students living in the residence halls are required to have a meal plan. (Exception: University Apartments and University Ridge Apartments), and the student is entitled to the full meal service offered by University Dining Services. Transferring a meal ticket (ECard) is prohibited and may result in disciplinary action.

**PAYMENTS** – Housing fees shall be paid in accordance with the Official Fee Schedule established by the University within the provisions of law and procedures of the Commonwealth of Pennsylvania.

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(Parent/Guardian (co-signer) Signature if under 18)

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(Student Signature)

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(Date)