

EAST STROUDSBURG UNIVERSITY HOUSING AGREEMENT

(2025-2026)

TERM OF CONTRACT/USE OF PREMISES – The term of occupancy shall be for the entire Academic Year or Summer Session.

- In order to cancel this contract, the student must submit written notification by August 1, 2025.
- Students must check-in with their residential hall staff within 48 hours of the official opening date and must vacate their entire living space by the official closing date. In the event a student withdraws during the semester, the entire living space must be vacated within 48 hours after withdrawal. All personal belongings remaining after the 48 hours will be removed and disposed of at the student's expense.
- Students may only access their living space when classes are in session (exception: Break Housing; see below).
- Every student has been assigned a bed/room. Students may not occupy or utilize unassigned beds/rooms to store
 items or host guests (Students may be charged the full bed/room rate for occupying or utilizing unassigned
 beds/rooms).
- Students shall occupy the assigned space solely as living and study quarters for the student and not as a center for any commercially related function.

TWO-YEAR HOUSING RESIDENCY REQUIREMENT:

East Stroudsburg University has an established policy requiring all full-time undergraduate incoming freshmen to live on campus, unless they meet one or more of the following residency requirement exceptions:

- 60+ earned credits
- 21 years of age or older
- Veteran (additional documentation required)
- Married/Domestic partner (additional documentation required)
- Students with disabilities that cannot be accommodated in on campus housing (additional documentation required)
- A financial hardship, as evaluated by the Financial Aid department
- Other extenuating circumstances (letter and documentation required)

Students who reside with a parent or legal guardian with a zip code within 45 miles from East Stroudsburg and wish to commute from home must submit an appeal by completing the "Housing Release Application (to Commute)" in their MyESU portal by August 1, 2025. Requests to live off campus will not be considered as part of this application, only requests to commute from a parent/guardian's home. The information you submit through the link housinganddining@esu.edu will be used to evaluate your request. You will be notified via ESU email regarding the decision of your request.

CANCELLATION REQUESTS – Cancellation requests are considered only if one of the following reasons is presented for the spring semester:

- You withdraw from the University. Residential Life and Housing 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 Residential Life and Housing in writing, using the appeal form (see "Cancellation Appeals" below).

CANCELLATION APPEALS – Residents must request a copy of the Appeals Form in order to receive consideration regarding cancellation of their University Housing Agreement.

- The form must be completed and returned, along with supporting documentation, by December 12, 2025.
- Signing an off campus lease is not a valid reason for cancellation of the Housing Agreement.
- We strongly recommend that you do not sign an off campus lease without first receiving confirmation of the cancellation of the University Housing Agreement.

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 adhere to the Housing Policy Booklet.

REFUNDS – No refunds will be issued to students due to housing relocation from necessary repair work being done.

ROOM CHANGES – Room changes for the fall semester will not be considered until October 6. For the spring semester, they will not be considered until February 9. Students interested in a room change needs to work with their Resident Director. Approved room change requests must make a completed move within 48 hours of notice.

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 will not be eligible for a refund. The following list of conditions can lead to a room change or termination, including but not limited to:

- Violation of visitation
- Illegal use of alcohol or drugs
- Smoking inside the room/suite/apartment
- Unauthorized ESA

REGISTRATION/ENROLLMENT CLAUSE – Students must be registered full-time for spring semester courses by the final day of the fall semester in order to remain in housing. Any and all personal belongings remaining after that time will be removed and disposed of at the student's expense within 48 hours of the last day of the fall semester.

BUNKING BEDS CLAUSE – The bunking of beds is strictly prohibited.

OASIS HOUSING ACCOMODATIONS – If a student has a disability that requires an accommodation related to housing, the student has the right to request an accommodation and provide supporting documentation to the University (see "OASIS Accommodations" on the webpage: https://www.esu.edu/oasis/index.cfm).

• The 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:

- ESU opens for the 2025 fall semester on Thursday, August 21 for new students. Continuing students arrive on Saturday, August 23. Many fall special interest groups may arrive before these dates. If you are part of one, you will receive information about your move-in date and time from your sponsoring host here at ESU.
- ESU closes for Thanksgiving break at 10:00 pm on Tuesday, November 25, and re-opens at noon on Sunday, November 30.
- ESU closes for winter break at 7:00 pm on Friday, December 12.
- ESU opens for spring semester at noon on Sunday, January 18.
- ESU closes for spring Break at 7:00 pm on Friday, March 6, and re-opens at noon on Sunday, March 15.
- ESU closes for the summer at 7:00pm on Friday, May 8.

BREAK HOUSING – Break housing is available (Thanksgiving, winter and spring break).

- Students must apply and be approved ahead of time. The deadline to submit an application is five business days before the break begins.
- 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.
- Any violations of housing policies will result in immediate removal from housing and the student will be ineligible for future break housing.

SUMMER HOUSING – Summer housing is offered in one designated residence hall.

- You can apply for summer housing in your MyESU portal beginning April 1, 2026.
- Applicants must be enrolled in summer courses, or be employed full-time for Residential Life and Housing, Camps and Conferences, Facilities, or Orientation in order to reside on campus.
- Residents will be billed according to the number of nights they reside in housing.
- No meal service is available over summer.
- No visitation is permitted over summer.
- Any violations of housing policies may result in immediate removal from housing.

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. Students must be enrolled full-time to reside on campus. Exceptions can be made at the discretion of Residential Life and Housing, 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 Capstone Management to manage 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 Manager. 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.

VISITATION POLICY – All students and their guests must adhere to our established visitation policy. Follow the steps below:

- All guests must be approved by their roommates, suitemates, or apartment-mates.
- All guests must be registered in advance of their visit, using the "pre-registration" link on our website. A guest can only visit for a maximum of two nights each month.
- The Host will then need to submit a visitor pass request through their student portal for the dates in which the visitor will be arriving and departing.
- Visitors must be checked in by the Operations Assistant and be accompanied by their host when moving about in the residence hall while they are visiting.
- The Host must present their eCard when signing in their Visitor and the Visitor must present their driver's license or State issued identification card.
- No visitors, regardless of age, may bring alcohol and/or other drugs into a residence hall.
- Hosts who violate the law or University policy will be referred through the Office of Student Conduct and Community Standards. Additionally, violations may result in a permanent visitation band of guests and a loss of visitor privileges for the host.

DEPARTMENT OF HEALTH REGULATION REGARDING FOOD PREPARATION AND SALES – Students are strictly prohibited from preparing food for distribution or sales, due to a number of health and safety concerns. For further information, please follow this link:

https://ecode360.com/12387450#12387450

REPAIRS AND ROOM CONDITION – The student is responsible for keeping the living space, furniture, and fixtures in good condition.

- Within 48 hours after move-in, the student is responsible for submitting their Room Condition Reports to note disrepair and damages.
- 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.

- Any student charged for damages has 30 days to appeal in writing from the date of the initial bill to Residential Life and Housing, after which time, there is no appeal.
- Unauthorized pets are not permitted. See "Emotional Support and Service Animals" clause of this agreemement.
- Firearms and other weapons that may cause physical injury and harm are strictly prohibited. This includes, but is not limited to: pellet guns, BB guns, water guns, air soft guns, paintball guns, and tasers/stunguns.
- 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 of some costs for damages that commonly occur:

Replace Mattress: \$250.00 Painting: \$150.00 per wall Replace Lock Core: \$120.00 Replace Door: \$200.00

Replace Window: Varies by building Trash Removal: \$50.00 per hour Cleaning: \$50.00 per room per hour

Deep Cleaning: \$100.00 per room per hour or more Deep Cleaning an Apartment: \$300.00 or more

Purification/Sanitation from Smoke: \$250.00 per incident

Replace Ceiling Tile: \$75.00 Repair Blinds: \$50.00 Replace Blinds: \$150.00

Replace Electrical Outlet: \$50.00 Replace Light Cover: \$75.00 Replace Overhead Light: \$100.00 Repair Cable/Internet Box: \$50.00 Repair Furniture: \$50.00 per hour Replace Desk Chair: \$150.00

Replace Name/Number Plate: \$50.00

Replace Carpeting: \$1,500 per room or more

Tampering/Damage to Fire Safety Equipment: \$250.00 per incident

Appliance Repair/Replacement: Varies by appliance Furniture assembly/re-assembly: \$50.00 per hour

EXTERMINATION – It is the student's responsibility to keep their living space clean and free of garbage, dirty dishes, or other debris at all times. 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 guidelines regarding the cleaning and/or removal of personal items, and any follow up instructions. Failure to comply will result in any future extermination needs being charged to the student.

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.
- Proof of vaccination or a signed exemption form must be uploaded to the student's health record via the Medicat portal.

• Additional information and compliance confirmation will be provided by the University Health & Wellness. Any questions may be directed to the Director of Health & Wellness at 570-422-3298.

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.

ABANDONED PROPERTY – The student has 48 hours after the check-out date to remove all belongings. Any personal property or possessions remaining on the premises after this date is considered abandoned property. The University or agent of the University will have the right to remove and dispose of any abandoned property. Students will pay for the cost of removal and disposal of abandoned property.

EMOTIONAL SUPPORT AND SERVICE ANIMALS – No animals are allowed, except for fish, an approved Emotional Support animal (through OASIS), or a Service animal, even temporarily, anywhere in the apartment or house community.

- If the student or any guest or occupant violates animal restrictions (with or without the student's knowledge), the Student will be subject to charges, damages, and/or contract termination.
- If an unauthorized animal has been on the property at any time during Student's term of occupancy, the University or agent of the University will charge the student for de-fleaing, deodorizing, and shampooing.
- The University or agent of the University may remove an unauthorized animal without prior notice given.
- The University or agent of the University may keep or kennel the animal or turn it over to a humane society or local authority.
- When keeping or kenneling an animal, the University or agent of the University will not be liable for loss, harm, sickness, or death of the animal.
- Students must pay for the animal's reasonable care and kenneling charges. Any Student who has an unauthorized animal will pay a daily fine of \$250.00 until the animal is removed.

PROHIBITION OF STORAGE FOR ELECTRONIC MOBILITY DEVICES WITH LITHIUM-ION BATTERIES - Due to the fire-safety dangers presented by lithium-ion battery operated mobility devices. These include, but are not limited to:

- Ebikes
- Electric Scooters
- Electric Skateboards

These devices are banned in all university-owned and operated housing. Residents are not allowed to charge or store prohibited devices in common areas, hallways, lounges, or any other shared spaces within the residence halls. Residents who are found in violation to this policy may be subject to termination of their housing agreement and required to vacate their housing assignment.

Students who are required to use mobile lithium battery devices for medical reasons (for example, wheelchairs) must work with OASIS to secure approval for their accommodation.

LOCK-OUT POLICY – All students are required to carry their eCard and room keys with them at all times.

- For students who are locked out and require staff assistance, there will be a charge of \$25.00.
- All subsequent lock-outs are \$50.00 each. If a student reaches three lockouts, their room core will be changed at their expense (\$60.00 or \$120.00).

• Any future lockouts will result in a \$100.00 charge and the student will be required to meet with their Resident Director.

SHARED COMMUNITY RESPONSIBILITIES – The student and co-signer (if applicable) shall be individually liable, and jointly liable with other students for all cleaning charges, damage done to rooming accommodations, and furnishings therein.

• The student and co-signer (if applicable) shall be jointly responsible with other residents for residence hall accommodations, furnishings, and equipment and to share in the payment of damages sustained.

MEALS – Students living in the residence halls are required to have either the 19 per-week meal plan, the 14 per-week meal plan, the 10 per-week meal plan, or the 175-semester block plan only. (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.

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