

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 or she gives notice of cancellation request in writing no later than August 1, 2017. Access to the living space is only available when classes are in session. 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 24 hours after withdrawal. Any and all personal belongings remaining after that time will be removed and disposed of at the student's expense.

MANAGERS—The Suites and University Ridge are owned by University Properties, Inc. UPI has hired the University to manage the suites and Capstone On-Campus Management to manage University Ridge Apartments.

LIVING SPACE FURNISHINGS — Student living space are 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 other than those 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.

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, that its 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 may be removed from residence. Students are required to be knowledgeable and adhere to residence hall regulations and the policies in the Residence Hall Information and Policies Document, and in the Student Handbook which are considered part of this contract. Students residing at University Ridge must also follow their Addendum and Rules and Regulations at <http://www.esuridge.com>.

EXTERMINATION: If the University or agent needs to exterminate bugs, fleas, ants, etc. in any housing units 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.

CLEAR ACT/MISSING PERSONS ALTERNATIVE CONTACT: The Federally mandated Clery Campus Security Act gives resident students the option of providing an alternate emergency contact in the event that you are reported as a "missing person" for more than 24 hours. If you would like to provide the University with an alternate emergency contact please email David Campbell in Housing at dcampbell@esu.edu with the name, address and phone number contact, and this will be added to your student record in Banner.

RIGHT OF ASSIGNMENT — The University and agent reserve 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.

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.

LIABILITY 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 parent'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.

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 the University Dining Services. Transferring a meal ticket (ECard) is prohibited and will 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.