TERM OF AGREEMENT — The term of occupancy shall be for the entire Academic Year or Summer Session. The student is not permitted to break this contract, unless they request a release in writing no later than August 1, 2014. Accommodations will be available only when classes are in session. Occupancy may commence the day before classes begin. The room must be vacated by the official closing time of the residence halls. Failure to report within 48 hours after the official opening of the residence hall may result in having the contract severed. In the event a student withdraws during a semester, the room 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.

AGENT — The Suites and University Ridge apartments are owned by University Properties, Inc. UPI has hired an agent as manager (ESU for the Suites and Capstone On-Campus Management for University Ridge Apartments) to conduct and handle business at the respective premises for UPI. This includes student issues, policies, procedures and collection of payments. Agent is authorized to act on UPI/Owner’s behalf.

ROOM FURNISHINGS — Student rooms shall be furnished with beds, mattresses, dressers, desks, chairs, and closet space. 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 rooms nor may any furniture be removed from the residence hall.

TELEPHONE SERVICE — A land line is provided in the individual rooms (except for the Suites and University Ridge Apartments). Students must provide their own touch-tone telephone. Long distance calls can be paid by credit card and/or calling card only.

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.

REPAIRS AND ROOM CONDITION — Prior to the beginning of occupancy, a room inventory will be taken by a representative of the University or agent, validated and signed by the occupant. The student is responsible for keeping the room, furniture, and fixtures in good condition. At the end of the contract term or when a student vacates the room, a final inventory will be taken. The student will be charged for any damage caused by other than ordinary usage. The student is not permitted to use nails, tacks, screws, etc. in the walls, ceilings, woodwork, or doors. The student will not keep any animals or pets, firearms, or other dangerous materials in the rooms, nor shall the student possess candles or incense. The student will also keep the room free from any accumulation of waste or refuse and shall keep the room neat and clean at all times. Occupants who leave rooms in an excessively dirty condition will be charged for cleaning costs. Failure to return your room key when vacating your housing will result in a $60.00 charge.

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 in force or adopted by the University relating to occupancy and use. The University administration, agents, and residence hall staff reserves the right to inspect rooms 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. The cooperation of all students is expected. 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 Student Handbook which are considered part of this contract.

EXTERMINATION: If the University or agent needs to exterminate bugs, fleas, ants, etc. in any units in the apartments/suites 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. Failure to do so could result in disciplinary action, and/or cancellation of your contract and subsequent removal from campus housing.

CLEARY 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 are interested in providing 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 he will add this alternate contact on 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, sexual orientation, or religion. Generally, students must be 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 or apartments, 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 the University nor agent shall be liable for damage to or loss of property of the resident, or injury to the resident occurring in the residence hall or assigned room. 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.

JOINT AND SEVERAL LIABILITY — The student shall be individually liable and/or jointly liable with other students for all damage done to rooming accommodations, the furniture therein, and areas of the residence hall which are used in common with other persons.

MEALS — This agreement is on a combined room and board basis only (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.

UNIVERSITY APARTMENTS/UNIVERSITY RIDGE/SUITES — Students residing in the University Apartments, University Ridge Apartments, or Suites are responsible for all terms contained in this agreement and for those on the attached Addendum.

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.