



THE UNIVERSITY OF
SCRANTON
A JESUIT UNIVERSITY

Office of Residence Life
Scranton, PA 18510-4655
(570) 941-6226

Office Use Only

RESIDENCE HALL AND FOOD SERVICE AGREEMENT 2011-2012 ACADEMIC YEAR

This document sets forth the terms and conditions upon which space in residence halls owned by the University of Scranton (herein called UNIVERSITY) may be occupied by a person (herein called RESIDENT). The UNIVERSITY agrees to allow the privilege of space in a residence hall to the RESIDENT subject to the following conditions. Failure of the RESIDENT to meet any of these conditions of residency may result in the cancellation of this Agreement by the University. In addition, violations of the terms and conditions of the Agreement by the RESIDENT may also result in UNIVERSITY disciplinary action of the RESIDENT where applicable. If a RESIDENT occupies a room without signing this contract, the contract will be considered valid unless the UNIVERSITY no longer wishes to offer the room to the RESIDENT.

ELIGIBILITY:

To be eligible for residency in a residence hall, a RESIDENT must meet the following criteria.

- a. The RESIDENT must be a full-time, matriculated student at the UNIVERSITY.
- b. The RESIDENT must have been admitted to the UNIVERSITY as a resident student or have attained that status since entering the

UNIVERSITY. Others may reside in residence only after receiving the written permission of the Director of Residence Life.

LENGTH OF AGREEMENT:

A RESIDENT agrees to reside in the residence halls for the entire academic year, or the remaining portion of the academic year. If a student is enrolled in intersession classes, this contract also covers that period although additional fees apply. A RESIDENT may terminate this Agreement only if the RESIDENT has graduated, withdrawn from the UNIVERSITY, becomes a Resident Assistant, or has entered a study program away from the campus. Students who withdraw from the UNIVERSITY but are readmitted without missing one full fall or spring semester before being readmitted are not considered withdrawn for the purposes of the Agreement and will be held to any obligations made herein.

First year students may occupy their residence hall on August 27 Continuing students may occupy their hall on August 28. All students must vacate their residence hall within 24 hours of the completion of their last final exam in May or by 6:00 p.m. on the day the halls close in May, 2012, whichever comes first. Graduating Students must move out by noon on the date the halls close. The residence halls are closed during Thanksgiving, Fall Break, between Fall semester and intersession, between intersession and second semester, Easter break, and Spring Break. RESIDENTS must vacate their residence by the posted time in each building. RESIDENTS who wish to remain on campus during these periods must seek permission from the Director of Residence Life and may have to move to another location for the period of the holiday. Since these periods are considered outside of this contract, an additional fee may be assessed. The Director of Residence Life reserves the right to accept or deny any request.

Rooms will be inspected when the RESIDENT takes occupancy and when he/she vacates the room. Any damage or alterations to the room will be charged to the RESIDENT(S). **In those cases when the responsible parties for common area damages to the residence cannot be determined the University reserves the right to charge the cost of repairs or replacement for these damages to all residents residing in that residence or area of residence.** A RESIDENT agrees to surrender the premises to the UNIVERSITY at the termination of the Agreement in clean and in as good condition as when taken. It is understood that the RESIDENT has examined the premises and found the same to be clean and in good condition at the commencement of the contract. If the RESIDENT should find the premises at the commencement of the contract in a condition not clean and not in good condition, the RESIDENT must make this known in writing to the Office of Residence Life within **5 days** after the beginning on the semester. RESIDENTS moving into a room later than **5 days** after the commencement of a semester shall make their inspection of the premises known in writing to the Office of Residence Life no later than **3 days** after taking possession of the premises. **A RESIDENT AGREES:**

- a. To allow the university to release my name, address and telephone number to my prospective roommate.
- b. To be accountable within the residence halls for any behavior which infringes on individual or group rights or jeopardizes the health and safety of individuals and property.
- c. To abide by the rules and regulations contained in the current edition of **The University of Scranton Student Handbook** and **The University of Scranton Catalog**.
- d. To abide by the laws and ordinances of the State of Pennsylvania and the City of Scranton where applicable.
- e. To promptly vacate his/her room in the UNIVERSITY residence system when the Agreement is terminated by the UNIVERSITY.
- f. To reside in the assigned room with the assigned person or persons.
- g. Not to sublet or assign his/her room to another person. In no case may occupancy of the room be increased by the RESIDENTS of the room.
- h. Room changes may occur during the second and third weeks of each semester. After these weeks, room changes will be made for special need only and will be subject to a \$30.00 processing fee.
- i. To report repair needs to the Office of Residence Life. The RESIDENT may not make repairs in the room nor may the RESIDENT contract with outside vendors to complete repairs or modifications to the room except where approved by the UNIVERSITY. Painting of rooms by RESIDENTS is not allowed.
- j. To assume all responsibility for personal belongings. The UNIVERSITY does not assume responsibility for damage or loss to RESIDENTS' belongings, regardless of cause.
- k. Not to allow more than 12 persons including the occupants in the room at any one time.
- l. To conduct his/her activities so as not to interfere with the quiet of others. Musical instruments may not be played in the residence halls. The placement of stereo speakers in such a way as to allow sound to emanate from the room is not permitted. Quiet hours in the residence halls are Sunday through Thursday 11:00 p.m. to 10:00 a.m. and Friday and Saturday from midnight until 10:00 a.m. Disorderly conduct which disturbs others is not permitted at any time.
- m. To register non-University guests. Guests may not remain in residence for extended periods of time (two consecutive days).
- n. Not to loan or duplicate room keys. Replacement keys may be purchased from the Residence Hall Maintenance for \$30.00. The UNIVERSITY reserves the right to replace the door lock and charge the cost of the replacement to the RESIDENT(S) of that room when keys are lost.
- o. Not to tamper with fire safety equipment including extinguishers and smoke detectors. RESIDENTS are expected to vacate the hall promptly in the case of a fire alarm. Violations of these safety requirements are considered serious and may result in disciplinary action. Fire hazards including but not limited to natural Christmas trees, motorcycles, or gas driven vehicles, gasoline, butane and other flammable charges items are prohibited.
- p. Not to project objects to or from the halls.
- q. To report solicitors found in the halls to the Public Safety Department. Solicitation is not allowed in the halls.
- r. Not to have pets except tropical fish. A fish tank may not be any larger than a 20-gallon capacity.
- s. Not to remove screens from the windows. Removal of a screen will result in a \$25.00 fine in addition to the cost for repair or installation.
- t. Not to install waterbeds.
- u. Not to build lofts.
- v. Not to have a refrigerator drawing more than 175 watts of power.
- w. Not to install electrical signs in windows.
- x. To hold to the meal plan when signed for one to the entire academic year and intersession, if enrolled in classes.

- y. To participate in enrollment verification at the beginning for Fall and Spring semesters.
- z. Not to remove furniture from room or take furniture from lounge area.
- aa. Not to give out room or exterior combinations to any door.
- bb. To refrain from smoking in the residence halls.
- cc. Not to give or lend the Royal Card to anyone except the owner.

THE UNIVERSITY:

- a. Reserves the right to enter a room for inspection for cleanliness, health and safety, and to complete repairs or to do regular custodial work. Entry into a student’s room to ensure that the terms of this Agreement are being met and that UNIVERSITY policies are being obeyed will be done in a manner described in **The University of Scranton Student Handbook**. The UNIVERSITY may also enter a room to check on occupancy during fire alarms. If a RESIDENT rents refrigerator or Microfridge equipment, the UNIVERSITY may enter the room in order to place, replace, repair or remove the equipment.
- b. Agrees to provide maintenance in the residence halls: daily cleaning (Monday-Friday) of common areas and weekly cleaning of RESIDENT’S rooms (dust, sweep, trash removal).
- c. Agrees to provide the RESIDENT with the appropriate meals per week. Freshman are obligated to be on the 19-meal plan.
- d. Reserves the right to take appropriate disciplinary action and to terminate the room contract for conduct which is found by the UNIVERSITY to be in violation of the UNIVERSITY’S rules or which is otherwise detrimental to the residence hall environment.
- e. Reserves the right to move a RESIDENT from one room to another when it appears that the RESIDENT’S best interests or those of his/her fellow students or the UNIVERSITY as a whole so require.
- f. Reserves the right to reassign students in order to consolidate vacant spaces or accommodate for staffing.
- g. Reserves the right to increase room occupancy as the need arises so long as such an increase conforms with prevailing occupancy and health standards.
- h. Reserves the right to notify RESIDENTS that certain floors in a residence hall will be utilized to house undergraduate students and staff who are authorized to remain on campus during a vacation period. The UNIVERSITY will give reasonable notice to the RESIDENT so that he/she may remove personal belongings from the room. The UNIVERSITY will provide space for storage of these belongings and will assign responsibility for the room when it is being used by the temporary occupant.
- i. Reserves the right to hold the RESIDENT responsible for the conduct of other people in the RESIDENT’S room, whether or not the RESIDENT is present.
- j. Reserves the right to enter rooms during vacation periods to unplug and search any appliances whether in public areas or private rooms. The UNIVERSITY may also discard anything found that could be found harmful to the environment such as food left in refrigerators.
- k. Reserves the right to reassign a RESIDENT if the RESIDENT has been involved in an incident that may pose a threat, as interpreted by the UNIVERSITY, to another RESIDENT(S).

PAYMENT PROVISIONS:

- a. Exact payment due dates are provided by the Bursar’s Office.
- b. Failure to pay room and board obligations of the contract will result in withdrawal of the RESIDENTS from the UNIVERSITY.
- c. RESIDENTS are required to make a \$200.00 **non-refundable** deposit with the UNIVERSITY. This deposit will not be refunded even if the student never occupies the room after a deposit is made. First year students pay their deposit via the Admissions Office.
- d. In those cases when the responsible parties for damages to the hall cannot be determined, the UNIVERSITY reserves the right to charge the cost of repairs or replacement for these damages among all RESIDENTS residing in that area or hall.

REFUNDS:

- a. RESIDENTS who withdraw from the UNIVERSITY should refer to **The University of Scranton Catalog** to determine if they are entitled to any refund of any UNIVERSITY fees.
- b. RESIDENTS who are approved to be released from this Residence Hall and Food Service Agreement but who continue as full-time students at the UNIVERSITY should contact the Director of Residence Life to determine if they are eligible for any refund of fees.

TO BE COMPLETED ONLINE AT CONTRACT SIGNING:

I, THE UNDERSIGNED, HAVE RECEIVED, READ, UNDERSTAND AND AGREE TO THE TERMS OF THIS RESIDENCE HALL AND FOOD SERVICE AGREEMENT. I UNDERSTAND THIS AGREEMENT IS BINDING UPON ME FOR THE 2011/2012 ACADEMIC YEAR INCLUDING INTERSESSION IF I AM ENROLLED IN CLASSES. I FURTHER UNDERSTAND THAT I AM RESPONSIBLE FOR ALL FINANCIAL OBLIGATIONS UNDER THIS AGREEMENT. THE MEAL PLAN MAY ONLY BE UTILIZED BY THE PERSON WHO PAYS FOR THE MEALS. SO, NO PERSON MAY LEND HIS/HER MEAL CARD TO ANOTHER PERSON.