

## HOUSING LICENSE for FULL ACADEMIC YEAR OF FALL 2019/SPRING 2020

This agreement is a license for the traditional, suite-style or apartment residence hall accommodations at Kutztown University of Pennsylvania with the following terms and conditions:

### I. ELIGIBILITY FOR RESIDENCE

For the purposes of this license the term incoming freshmen and incoming transfer student is defined as those students who are new to the university for Fall 2019. Full time incoming freshmen and transfer undergraduate students with fewer than 60 earned credits are required to live on-campus for two years. Students who wish to seek an exception to this policy within the exceptions listed below, are required to apply for permission to commute daily to campus.

For purposes of the Fall 2019/Spring 2020 academic year full-time returning students not subject to the residency requirement, graduate students, second degree or life-long learning students may be offered residency during an academic semester.

1. A full-time student is an individual enrolled for 12 or more credit hours (including credit hours added after registration day).
  - a. All undergraduate freshmen (under 30 completed credits) students admitted with a paid \$275 advanced registration deposit to Kutztown University will be considered to be full-time and be assigned to on-campus housing.
  - b. Students initially registered in a part-time status who adds sufficient courses to attain full-time status are subject to campus housing policies unless a Residency Requirement Exception is approved.
2. Exceptions and Appeals procedures and deadlines for incoming freshmen and transfer students are outlined on our website.
  - a. **Students required to live on-campus will be charged for housing for the full academic year unless they are/were granted an exception or appeal.**

### II. TERM – LENGTH OF LICENSE

The term of occupancy shall be for the **ENTIRE ACADEMIC YEAR of August 2019-May 2020**. The accommodations will be made available for occupancy in keeping with the academic calendar adopted by the University. Students may not occupy rooms during University vacations of four days or longer in duration. In the event a student withdraws during the academic semester, the accommodations must be vacated within 48 hours after withdrawal. **Any and all personal belongings remaining after the semester ends or after withdrawal from residence may become the property of the University. Students will be assessed a storage fee or disposal fee for personal belongings left after check-out.** A student may not sublet his/her room/bed space to another person.

The term of the license is for a **full academic year (from the first day of Fall semester and through the last day of the Spring semester)**. Students signing this Housing License agreement for the Fall semester are obligated to housing for both the Fall and Spring semesters and will be billed accordingly. Through June 30, 2019, students not subject to the residency requirement may cancel this Housing License agreement without penalty. After June 30, 2019, resident students not subject to the residency requirement may cancel this Housing License agreement, but are **subject to a minimum penalty in the amount of \$250**. The only exceptions to this cancellation policy are listed in Article IV.A. of this Housing License agreement.

### III. RATES AND PAYMENTS

- A. **A \$75.00 housing processing fee will be required for each application for housing. This fee may not be deferred, waived or applied to another semester.** The \$75.00 housing processing fee may be **non-refundable**. If student has cancelled their housing, as per the terms of the Housing License agreement, the student may not use the “same” housing processing fee to re-enter housing later, regardless of the reason you cancelled. A new processing fee will be required. For new incoming freshmen and transfer students this fee will be included in the Advanced Registration Deposit.
- B. Students living in the residence halls are required to pay residence hall room fees. Please refer to our website for the most recent information on residence hall room fees.
- C. Students living in the residence halls (except Golden Bear Village Apartments, Honors Building and efficiency apartments at Dixon Hall) are required to have a Meal Plan, see Meal Plan web site for details. Students may sign up on-line when available or stop into the office below to sign a Meal Plan contract for the Fall and Spring semesters. Changes to a student’s Meal Plan may be made prior to the start of the semester(s) or during the first two weeks. Students will have the same meal plan for the spring semester as they had for the fall semester unless they make necessary changes. If students living residence halls that require a meal plan have not selected one, the My Time Platinum Meal Plan will automatically be assigned. See Meal Plan web site for details. Those with dietary needs for medical reasons are to contact the office below. Dining Services Office, 106 Old Main “A” Wing or call 610-683-1314.

### IV. CANCELLATION/TERMINATION AND REFUNDS

- A. **CANCELLATION/TERMINATION:** Residents signing this license for the Fall semester are obligated to housing for both the Fall and Spring semesters and will be billed accordingly. Students may be eligible for termination of the Housing License agreement and a refund of the room fees under the following conditions:
  1. For the Fall term, a student withdraws by completing a Withdrawal form in the Registrar’s Office, thereby withdrawing from classes before the first day of the semester (and officially checks out of his/her room) before the first day of the semester..
  2. For the Spring term, a student withdraws by completing a Withdrawal Form in the Registrar’s Office, thereby withdrawing from classes (and officially checks out of his/her room) before the first day of the semester.
  3. A resident student is dropped from the academic rolls of the University, as determined by University policies (*housing may be reinstated if student is readmitted to the University during the licensed year*).
  4. A resident student is called to active military duty.
  5. A resident student graduates.
  6. A resident student is assigned to and can provide proof of an approved Kutztown University internship, student teaching assignment outside of the Kutztown area, or exchange program abroad; in lieu of classes on the Kutztown University campus.
  7. Death, illness or serious injury of parent, guardian or self.
  8. A resident student marries.

A written housing cancellation and proof of reason is required to be considered for cancellation.

**B. REFUNDS OF ROOM FEES:** Students eligible for a refund of room fees during the semester will have the refundable balance calculated on a percentage basis, as implemented by the Bursar’s Office, according to the schedule below, and applied as a credit to the student’s university account. **Any refunds of housing fees are based on the date of official check-out from the residence hall.**

Prior to and through the first Saturday of the semester.....	100%
Through second Saturday of the semester.....	80%
Through third Saturday day of the semester.....	60%
Through fourth Saturday of the semester.....	50%
Through fifth Saturday of the semester.....	40%
After fifth Saturday of the semester.....	No Refund

**The Housing Processing Fee of \$75.00 is non-refundable. If a student cancels their housing, as per the terms of our Housing License agreement, the student may not use the “same” payment to re-enter housing later, regardless of the reason for the cancellation. A new charge will be assessed.**

Students who receive federal and/or state aid and who withdraw from the University will have their aid recalculated based on federal and state regulations and may owe a balance to the University as a result.

**C. MEAL PLAN REFUNDS** - Students who choose to move out of the residence halls who wish to cancel their Meal Plan, must immediately notify the Dining Services Office, 106 Old Main “A” Wing, from their KU email or stop in to fill out a form. Meal Plan refunds are based on the University refund policy. Students withdrawing from the University will not be entitled to refunds after the fifth week of classes. The Dining Services Office will not issue refunds for balances less than one dollar.

**V. UTILITIES, HEAT, FURNISHINGS**

Included with the residence hall accommodations to be supplied by the University is a reasonable amount of heat, light, and hot water. The University will abide by all housing regulations that are in effect in local and state housing codes. Student rooms will be furnished by the University with a bed, mattress, dresser, desk, desk chair, and closet space. The student may not permit the removal of any furniture, equipment or any other property belonging to the University from his/her room. Property or furnishings of the residence hall may not be moved into student rooms from common areas of the building. Loft units, which are not the property of the University, are not permitted in residence hall rooms. Residents will be charged a fee for removal of any furniture that does not belong in a student’s room.

**VI. TECHNOLOGY SERVICES**

Each residence hall student room has wired and wireless internet access, as well as basic cable TV and telephone services. The equipment necessary to access these services is the responsibility of the occupant(s) (i.e. computer, TV, telephone).

Telephones that are used must be touchtone (not pulse dial). Cordless telephones are not recommended. Intra-campus and local calling privileges are provided as a service to resident students. The University does not provide for long distance phone calling; students may use pre-paid telephone cards, credit cards from any telephone service provider, or make collect calls. Students who make long distance calls are individually responsible for all resultant charges from their long distance provider.

**VII. USE OF PREMISES**

The student will occupy the assigned space solely as a residence for himself/herself and not as a salesroom or a storage room for merchandise. Exceptions are made for the sale of personally owned items (e.g. textbooks) or a personal service (e.g. typing) by contacting the Housing and Dining Services Office. Additional occupants may not live within the premises other than those assigned by the Housing and Dining Services Office. Visitors are permitted in accordance with policies established by the University. The actions of all guests are the responsibility of their student host.

**VIII. LIABILITY**

The University will not be liable or assume responsibility for accident, personal injury, or illness sustained by you, guests, or visitors, or for the damage, theft or loss of personal property. The student releases Kutztown University, its officers, agencies and employees from any liability on account of any accident, injury, illness, property damage, theft or loss.

**IX. NOTICES**

Any notices or announcements of regulations to be served on a student may be served in writing and will be deemed properly given if posted prominently in the residence halls for a period of no less than one week (when possible), or delivered personally or through campus mail or through the student’s KU e-mail account, or if delivered by registered mail in a post-paid envelope addressed to the student at the hall in which the student resides.

**X. REPAIRS AND ROOM CONDITION**

All rooms will be inspected by the resident and staff when the resident begins and ends occupancy of any room. The resident will be billed for any damages or alterations that occur during the occupancy period, as indicated on the Room Condition Verification Form, excluding normal usage. The student must keep the room, furniture, and fixtures in good condition. The student may not use nails, tacks, screws, etc., in the walls, ceilings, woodwork, or doors and may not make any alterations of the accommodations nor deface the same, nor let anyone else deface the same, nor harbor or keep any animals or pets, except fish (piranhas are not permitted). Students may not harbor firearms, fireworks, or other dangerous materials in the accommodations, nor permit the accumulation of waste and refuse, and must keep the accommodations in a neat and sanitary condition at all times.

**XI. RULES AND REGULATIONS**

Students must comply with all sanitary laws, with rules and regulations of municipal, state, or federal authorities, and must at all times comply with the rules and regulations in force or adopted by the University, as well as those set forth in the *Key*, relating to residence hall occupancy and use. The University reserves the right to enter a room during regularly and announced inspections to ensure standards of cleanliness and safety. University personnel may enter student rooms for the purpose of safeguarding the health and safety of the residents of a residence hall. University personnel may enter student rooms for the purpose of repairs. Authorized University personnel have the right of entry, under prescribed conditions, to determine the violation of a law or University rules and regulations.

**XII. RIGHT OF ASSIGNMENT**

Assignment to housing space is made without regard to race, creed, color, sexual orientation, religion, or national origin. **This license is for an assignment in the residence halls and not for a particular room or housing fee.** The University reserves the right to make room assignments, temporary assignments, consolidation and reassignments when necessary. Housing, Residence Life and Dining Services Office will have priority in backfilling any vacancies that occur, regardless of the reason for vacancy. Roommate requests are not guaranteed. The assignment may be in a single, double, triple, or quad room. When possible, current resident students are permitted to select halls, rooms, roommates, and lifestyle options. **The right of final assignment, however, lies with the University.** Room changes may not be made without prior approval of the Housing, Residence Life and Dining Services Office. A resident assigned to temporary housing will vacate to a permanent room assignment when one becomes available.

### XIII. RIGHT TO TERMINATE OCCUPANCY

The University reserves the right to cancel this Housing License agreement and terminate a student's housing when the conduct of the student disrupts other students, when the student disregards the rights of other residents, when the student's conduct jeopardizes the safety and well-being of others, or when the student violates the terms of this license, municipal, state or federal law, or regulations of the University. The resident will be given due notice of termination for just cause and must vacate the premises by the date set by the notice.

### XIV. JOINT AND SEVERAL LIABILITY

The student and the guarantors will be individually and/or jointly liable with other students for items missing or damages done to room accommodations, the furniture therein, and areas of the residence hall that are used in common with other persons. If responsibility for damages in common areas cannot be determined, all residents of a particular wing, suite, apartment or building may be required to share equal responsibility and financial liability. A building improvement fund exists which is created from a portion of the housing fees assessed on a semester basis. Damages that occur above and beyond normal wear and tear may be charged against that fund, as determined by the Housing, Residence Life and Dining Services Office. At the end of each semester, any remaining monies in the fund may be used for building improvements, as determined by the Housing, Residence Life and Dining Services Office.

### XV. GUARANTEE

The guarantors of the student and/or the student hereby agree to be bound by the terms of this license and agree to reimburse the University for any and all sums, which may be due hereunder by the student. The guarantors of the student and/or the student are required to accept the Housing License agreement which stipulates that they have read and understand this license, and that they will abide by the terms thereof.

### XVI. MENINGOCOCCAL REQUIREMENT

The College and University Student Vaccination Act, 35 P.S. § 633.1 *et seq.*, states that "an institution of higher education shall prohibit a student from residing in a dormitory or housing unit unless the student has received a one-time vaccination against meningococcal disease." 35 P.S. § 633.3. A student is exempt if they sign a written waiver stating that the University has provided detailed information on the risks associated with meningococcal disease and the availability and effectiveness of any vaccine and, at this time, the student has chosen not to be vaccinated. This process must be completed through the Health and Wellness Services website.

**By accepting the Housing License agreement to live on-campus, I am acknowledging that I have received and reviewed the information provided by Kutztown University of Pennsylvania regarding meningococcal disease.** I am fully aware of the risks associated with meningococcal disease and of the availability and effectiveness of the vaccinations against the disease. I understand that I **will not** be able to check in to my on-campus assignment until I complete the on-line Options for Meningitis Compliance form.

By accepting this Housing License Agreement, the student acknowledges that they have read the entire Housing License agreement and intends to be legally bound by its terms and conditions including, but not limited to, the following:

The agreement is binding for the *entire academic year* (Fall and Spring semesters).

Pennsylvania's Landlord Tenant, 68 P.S. § 250.101 *et seq.*, does not apply to this Housing License Agreement.

The student will assume the financial obligation and abide by the other terms in the agreement.

The Housing Processing Fee of \$75 is *not refundable* if the agreement is canceled, released, or terminated *for any reason* prior to the end of the academic year, including, but not limited to, cancellation before enrollment.

The student acknowledges and agrees that this Housing License Agreement is binding upon your heirs, executors, administrators, successors and assigns.

Students under the age of 18 at the time of application will be required to submit an Under 18 Parent/Student signature form.