

# PLYMOUTH STATE UNIVERSITY

## HOUSING LEASE AND DINING AGREEMENT 2012-2013 ACADEMIC YEAR

**Please read carefully all the conditions of this lease and agreement before electronically signing and submitting the housing application. You will be legally bound by these provisions. This lease and agreement is between the Office of Residential Life and Dining Services, and the student electronically signing and submitting the housing application. Please print a copy of this document for your records.**

**Your electronic signature acknowledges your full understanding and acceptance of the following Plymouth State University Housing Lease and Dining Agreement and willingness to be bound by the same.**

**\*\*This Housing Lease and Dining Agreement is for one full academic year \*\***

### A. General Provisions:

First and second-year students are required to live in University residence halls or apartments if space is available. Release from this requirement must be obtained in writing from the Office of Residential Life and is generally only granted to students who are commuting from a home owned by a parent or guardian within a 50 mile radius of the University. Every student residing in University housing is subject to the provisions of the Student Handbook. Students are accountable for knowing and abiding by the policies in this handbook. The Student Handbook can be found on the web at [go.plymouth.edu/handbook](http://go.plymouth.edu/handbook). All rights and rules of conduct governing behavior of University students shall be enforced, and violations of Rights and Rules and this Lease and all other Residential Life handouts shall be subject to appropriate University sanctions, including eviction from university housing. All students are expected to conduct themselves in a manner consistent with the expectations of the University, as stated in the Student Handbook, and this Housing Lease and Dining Agreement. Any changes in rules, regulations, or expectations made by the University and published in the Student Handbook or distributed as addendums supersede this document.

- 1. Eligibility** – Currently enrolled students are eligible for University housing. Priority is given to full-time matriculated students.
- 2. Term of Lease** - This Lease is for a period of one academic year (fall and spring semesters) unless starting in the spring. Housing accommodations are not provided during vacation periods or any other period when the University is officially closed. Vacation periods may be contracted separately. Renewal of this Lease for the following year(s) is not guaranteed. Access to the room or apartment begins on the designated opening day and ends within 24 hours after a student's last final examination, official closing or cancellation of this Lease, whichever comes first. Graduation, official withdrawal from the University, academic suspension from the University, or mutual consent of the parties constitutes the only basis for release from this financial responsibility. Non-renewal, suspension, expulsion or dismissal will result in cancellation of charges according to the guidelines of the University's refund schedule. This Lease cannot be transferred or reassigned.
- 3. Housing Application** - To be considered for housing, a student must submit the housing application and appropriate deposits by the designated deadline. The University will offer a student the opportunity to reserve a space at its sole discretion. Its use of a priority system including ranking and waitlist for making such offers may be changed or limited at its sole discretion.
- 4. Housing Assignment** - Student preference, seniority and/or date of housing deposit received may be used in completing assignments at the University's sole discretion. Supporting materials must accompany any requests for special housing needs. Requests for an accommodation for a disability must be processed through the Plymouth Academic Support Services (PASS) office.

The University will assist to the degree possible with students desiring a change in room or apartment assignment during designated housing change periods or in cases of emergencies. Any student desiring a change shall apply to the Residence Director/Mgr. and comply with the prescribed procedures. Students changing assignments who fail to follow prescribed procedures may be required to move back to their official assignments and are subject to disciplinary sanctions, including financial penalties. The University retains the right to administratively change a housing assignment at its sole discretion. Such changes will not take place until after reasons are explained to the student and reasonable time is provided for the student to move, except in emergencies. The University reserves the right to assign more occupants to a room than the established capacity when the demand for housing exceeds the spaces available.

- 5. a. Move In/Move Out** - Every resident is required to check in at the beginning of occupancy and to check out at the end of occupancy. This process entails filling out the appropriate forms and picking up or returning keys. The Room/Apartment Inventory and Condition Form, obtained at check-in, will become the basis for an assessment of charges due to damage or loss. Failure to check out properly may result in a

fee. Before moving out, a student is required to remove all personal possessions and refuse, and leave the room or apartment clean. Charges for additional cleaning required, removal of personal property, or for any damage or loss of University property, normal wear and tear excepted, will be billed to the student(s). An extra fee may be charged to students who arrive prior to the official opening date and leave past the closing date. Students needing to arrive prior to established opening dates or needing to stay later than established closing times, must receive permission from appropriate Residential Life staff and make arrangements in advance according to established guidelines.

**b. Keys** - Keys will be issued to the student on record upon arrival at the beginning of the occupancy period. Keys may not be transferred, duplicated, or given to other persons. Lost keys should be reported immediately to the appropriate Residence Director/Manager. In the event keys are lost, the room/apartment lock will be changed, new keys issued, and the student billed.

- 6. Liability** - The University shall not be liable directly or indirectly for theft, destruction, or loss of money, valuables, or other personal property, belonging to, or in the custody of, the student for any cause whatsoever, or whether such losses occur in the student rooms, storage areas, public areas, hallways, or in the baggage related to shipment or storage. The student is strongly encouraged to carry personal property insurance. The University is not responsible for personal property left behind by students after the date of their withdrawal, transfer, departure, suspension, or dismissal from any accommodation in university housing. Students are particularly encouraged to remove all valuables from their accommodations during periods of absence or during university vacations. In the event of damage by fire, water, steam or other causes which render the room or apartment wholly unfit for occupancy, the University reserves the right to reassign the student to alternative university housing accommodations. If alternate quarters are not available, this Agreement may be terminated and the resident shall not be entitled to recompense for damages except for a pro-rated housing fee refund.
- 7. Guests** - Students are allowed to have guests in accordance with the policies and expectations set forth in the student handbook. All guests accommodated overnight should register with the Residence Director, Manager or designee. Overnight guests are not permitted in university housing without advance permission of all residents of the room or apartment in which they are staying. Hosting guests is a privilege, not a right.
- 8. Staff** - All residential complexes are staffed in accordance with the university mission of providing students with a living experience that complements the academic mission of Plymouth State University.
- 9. Parking** - Residents and guests are to follow the parking rules and regulations as outline at [go.plymouth.edu/parking](http://go.plymouth.edu/parking).
- 10. Storage** - Storage space for surplus or seasonally used property is not provided. Each student must make his/her own arrangements for such surplus storage off campus. No article of any nature may be stored in stairwells, attics, closets, interior and exterior building passageways, roofs or on the grounds.
- 11. Entry/Inspection** - University staff members may enter a student room or apartment to inspect for or correct hazards to health or personal safety. Except during such violations or emergencies, reasonable efforts shall be made to notify the resident in advance and to invite the resident to be present during inspection. Permission is not required.

University maintenance personnel may enter a student room or apartment to perform routine maintenance during normal working hours whether or not the resident is present. Advance notice is not required unless maintenance is expected to be substantially disruptive to residents.

- 12. Solicitation** - Door-to-door solicitation is strictly prohibited. Commercial activity, solicitation or advertising is not permitted on or around campus housing unless prior approval by the Office of Residential Life has been obtained. The only exceptions are activities permitted under university rules and/or those sponsored by university staff or local resident governing councils.
- 13. Laundry Service** - The University provides laundry machines in each residential facility. The University is not liable for any damage or loss of personal property resulting from the use of the laundry machines or for personal items left unattended in the laundry rooms.
- 14. Pets** - Except for live-in staff under contract, pets or animals of any kind are prohibited in University housing units with the exception of non-threatening fish in a tank no larger than 15 gallons and approved service animals. Note: Service animals must be approved and registered with the Plymouth Academic Support Services (PASS) office.

Note: Emotional support or comfort animals whose sole function is to provide emotional support, comfort, therapy, companionship, therapeutic benefits or promote emotional well-being are not service animals and are not permitted in university housing.

- 15. Prohibited Items** - The following items are prohibited in university housing.
  - a. Hot plates, toasters, heating/immersion coils, electric fry pans, toaster ovens, electric blankets, indoor portable grills (ex: George Foreman) and non UL listed items, halogen lamps, candles, lava lamps, incense and extension cords.
  - b. Air conditioners, clothes washers and dryers, dishwashers, water beds, hot tubs and similar items.
  - c. Television or radio antennae which are placed outside the room window or anywhere on the exterior of the building or adjacent grounds.
  - d. Firearms, explosives, fireworks, weapons of any kind, hazardous chemicals, gasoline, propane, butane, automobiles, or vehicles of any kind (or parts, repair tools, accessories for any motor vehicle).
  - e. Unapproved and unregistered personal furniture.
  - f. Live holiday decorations.
- 16. Permissible Items** - Small microwave ovens, hot air popcorn poppers, UL listed hot pots and small (up to 5 cu ft.) refrigerators are allowed. Only UL listed power strips may be used to extend appliance cords to electrical outlets.

## B. Use of Dwellings and Grounds

1. **Right of others/Noise** - Each student shall respect and observe the rights of other students occupying university housing. Excessive noise, including the use of radios, stereos, television sets, musical instruments, etc., at a level that can be heard beyond the boundaries of the room or apartment is prohibited. Compliance with the Plymouth noise ordinance is required.

The placement of stereo speakers in such a manner that sound carries out from the apartment or room is strictly prohibited.

2. **Appliances** - Coffee pots, popcorn poppers and irons must be equipped with automatic shut off devices. All units must be UL listed. Low wattage electrical equipment also must be UL listed (clocks, radios, stereos, etc.). The Plymouth Fire Department and the University reserve the right to determine the danger of electrical appliances and to require their removal.
3. **Cooking** - Cooking is allowed in designated kitchen units or facilities. Only microwave cooking is allowed in student rooms.
4. **Cleanliness** - Students are responsible for maintaining reasonable sanitation and safety standards. If, upon inspection, university staff find safety and sanitation conditions below standard, the student will receive a written notice prescribing corrective action. If after a reasonable time, the corrective action has not occurred, additional disciplinary actions may be taken, including possible eviction.
5. **Lofts** - Although homemade lofts are not permitted for use in our residential facilities, students wishing to have a loft should consider renting components. Students should be aware that not all bed types are compatible with loft products. Additional information can be found at [plymouth.edu/office/residential-life](http://plymouth.edu/office/residential-life).
6. **Maintenance** - Routine maintenance needs should be reported to the appropriate staff in a timely manner. The University reserves the right to perform any and all needed maintenance.
7. **Trash Removal** - Residents are solely responsible for bagging trash which accumulates in their room or apartment and disposing of such trash by depositing it in the designated dumpster and recycling containers. Students may not leave trash outside their room or apartment door and will be subject to charges. The only exception will be for students participating in a University-sponsored trash pickup program at specified times and locations.
8. **Alteration to Premises** - The student, or any person acting with his or her permission, shall refrain from:
  - a. Removing any item of University equipment/furniture from the premises;
  - b. Altering or replacing the present locks or other security devices or installing additional locks or security devices;
  - c. Making any structural or electrical alterations to the room;
  - d. Using nails, screws, bolts or decals upon the furniture, walls, doors, woodwork, ceiling, or floors of the room or apartment or otherwise defacing or marring such surfaces;
  - e. Making unauthorized repairs to the room or apartment;
  - f. Installing air conditioning units;
  - g. Removing screens;
  - h. Building partitions or making alterations to furniture;
  - i. Tampering with automatic door closers.

No changes may be made in the physical plant by students individually or in groups without the expressed permission of the Office of Residential Life. Violators will be subject to disciplinary action.

9. **Condition of Common Areas** - Students are responsible for keeping all common and public areas of university housing free of personal trash and belongings. These areas include, but are not limited to hallways, bathrooms, stairwells, lounges, utility closets, and adjacent grounds.
10. **Furnishings** - All student rooms and apartments are provided fully furnished. Students may not remove or store furnishings provided by the University and may not replace them with personal belongings.

Except in an emergency, screens are not to be removed from windows for any reason. Damage occurring from removal and/or charges incurred to replace screens will be assessed to the resident(s) of the room or apartment.

11. **Damage** - Damage, theft, and/or vandalism to university property are strictly forbidden. Violators will be subject to disciplinary action which could result in eviction from housing. Each student is financially responsible for the cost of replacement or repair of any breakage or damage (except for normal wear and tear) to his/her accommodations and its furnishings as well as for his/her share of the costs of any damages in the common areas of university housing.
12. **Sports** - The playing of various sports in university housing is strictly prohibited. This includes, but is not limited to, football, hockey, Frisbee, golf, hacky sack, skateboarding and bike riding. All athletic activities are to be confined to areas outside university housing which are specifically designated for such purposes.
13. **Security** - Security systems are designed for the protection of all students. Vandalizing these systems will not be tolerated. Students found vandalizing exterior building doors or locks or any other security system will be subject to appropriate university disciplinary action. Any student who props a locked or secured door is subject to a fee and/or disciplinary action.

14. **Fire Prevention/Drills/Alarms/Equipment** - All students are expected to observe all fire safety guidelines set forth in the student handbook including participation in fire alarm/evacuation drills. Students must leave buildings during a fire alarm or be subject to disciplinary action. Fire extinguishers and alarm systems shall not be tampered with or tested by unauthorized persons nor should anything cover, be attached to, or hung from detector devices, conduit, or sprinkler heads. Students are expected to help prevent false alarms and should report any tampering with fire safety equipment to the appropriate staff person. Students are financially responsible for charges assessed as a result of tampering with fire safety equipment. In addition, eviction may result.
15. **Alcohol** - All students are subject to the University Rights and Rules governing the use of alcohol, as well as federal, state, and local laws of alcohol use to include the Open Container Ordinance of Plymouth, NH. Entryways, hallways, lounges and porches are common areas, and consumption of alcohol is prohibited in these areas (even by those of legal drinking age). Group sources such as kegs, mini-kegs/beer balls, and alcoholic punches are prohibited in university housing.
16. **General** - The University reserves the right to inspect students' rooms or apartments, reserves the right to recommend to the appropriate disciplinary body the termination of any Agreement, and will control the rooms or apartments in case of an epidemic.
17. **Smoking** - All residential facilities are non-smoking.

**C. Payment/Cancellation/Refund (Housing)**

1. **General** - The University will establish housing fees yearly and will announce these proposed fees for each academic year during the spring semester. Upon nonpayment of fees or any charges herein provided, the University may refuse to register the student for the next semester or refuse to allow the student to be graduated.
2. **Release from Contract** - Once the student has agreed to the Housing Lease and Dining Agreement and/or paid the room deposit, the terms of this contract are in effect and requests to be released to live off-campus/commute are not automatically granted. Requests to be released should be obtained from the Office of Residential Life.
3. **Refunds** - Refunds for students who decide not to return or withdraw are subject to federal and university guidelines.

**D. Dining Hall Policies (subject to change as necessary):**

1. Meal plan eligibility and requirements.
  - a. All first year and second year students residing in a residence hall on campus (including Langdon Woods) are required to be on one of the designated meal plans. Students who are 21 or older and living in a residence hall are not required to be on a meal plan.
  - b. Students in university apartments are not required (as they have kitchen facilities) but can opt to be on a meal plan if they so choose.
  - c. Students required to be on a meal plan but fail to make a self-selection will be placed on one and billed accordingly.
  - d. Upper-class students (3rd year and beyond) regardless of where they live on campus or off-campus are eligible for the meal plan designed for this population.
2. A valid university photo ID card programmed for a dining plan is to be used for entrance to Prospect Dining Hall. University ID cards, and meal plans are strictly nontransferable. The owner of a dining plan-programmed ID card is responsible for its condition, security and proper use and is subject to disciplinary action for its unauthorized use. Lost or stolen ID cards must be reported immediately.
3. In the event of official withdrawal, suspension or mutual consent of the parties to terminate the Agreement, the effective date for calculating any refund on a paid semester dining plan will be determined by the date the plan is invalidated. Refunds are calculated as follows:
  - a. Refunds for students who decide not to return or withdraw are subject to federal and university guidelines.
  - b. Refunds for eligible board plan drops are pro-rated based on the number of meals and Board FlexCash used at the time the meal plan is invalidated.
4. Dining Hall meal services will be available each year according to the stated days and hours for each facility. Meal plans will normally begin on opening day of each semester and end on the last day of classes each semester. Meal plans are not in operation during official closings such as Thanksgiving and Spring Break.
5. Students are expected to behave appropriately in the dining facilities and abide by all university policies.
  - a. Cooperation with stated procedures of self-bussing of food dishes and cleaning up after oneself is expected.
  - b. Removal of dining hall food or property is prohibited.
  - c. Failure to abide by policies could lead to judicial or other appropriate action.
6. Once a meal plan is selected, changes are limited. Contact the Office of Residential Life for more information.