

Please read all the conditions of this agreement carefully before electronically signing and submitting the housing application. If you are under 18 years of age, your parent or guardian must read all conditions and documents and sign the housing application. A link will be sent for you to forward for their signature.

You will be legally bound by these provisions, and the policies, procedures, guidelines, or other requirements included in web links referenced in this agreement (collectively “referenced documents”). Plymouth State University may amend this agreement or any referenced documents from time to time by posting revisions, additions, or deletions, without direct notice to you, to its website <https://www.plymouth.edu/student-life/housing-dining/> and those changes will become effective upon posting. You hereby agree to periodically visit PSU’s website to review any such changes and read all email correspondence from Residential Life sent to your Plymouth State University email. This agreement is between the Office of Residential Life & 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 & Dining Agreement and referenced documents and willingness to be bound by the same.

### **\*This Housing & Dining Agreement is for one full academic year \***

#### **A. Live on Requirement:**

Plymouth State University believes there is significant educational value in the experience offered to students living in our Residence Halls. In keeping with this belief, all full-time matriculated students are required to live on campus if space is available. This policy is reviewed annually and adjusted in order to best meet the needs of the campus and community at large.

***For the 2023-2024 academic year, students meeting one of the following criteria are released from the above obligation:***

- Students who turn 21 on or before September 1, 2023
- Students who have earned (completed) 64 or more Plymouth State University credits by the end of the Winter term (January 31, 2023) as documented by the Plymouth State University official registrar records

***Exceptions requiring additional information:***

Students who do not meet the criteria above but meet any of the criteria below should visit our website and complete the appropriate forms to be considered for release:

- Students commuting from a home owned by a parent/guardian or while living with a parent/guardian within a 30-mile commute of campus. Exceptions for commuting from outside the commutable distance or commuting while living with a relative require additional information/permissions/class consolidations.
- Students who can show evidence of 2 or more years of FULL-TIME military service to be completed on or before September 1, 2023
- Students participating in an educational program outside of the Plymouth area (e.g., internship, student teaching)
- Students changing status (i.e., marital, part-time, or online)

***Exceptions requiring additional information and committee review:***

Students who do not meet any of the above criteria but feel they have a unique and unanticipated situation or hardship may visit our website and complete the appropriate form requesting release to live off campus. Note: this is a lengthier process that requires supporting documentation and review by the release committee. Completed forms must be received by February 15, 2023, to be considered for notification prior to the Returning Student Housing Selection process (which begins mid-March).

#### **B. General Provisions & Policies:**

Every student residing in university housing is subject to and accountable for knowing and abiding by the provisions and policies of the department, which can be found on the Residential Life web page under [FORMS & POLICIES](#). All rights and rules of conduct

governing the behavior of university students shall be enforced. Violations of university or residential life policies as stated in this agreement and the [Student Code of Conduct](#), and all other Residential Life and university materials and communications shall be subject to appropriate university sanctions, including eviction from university housing. It is incumbent upon each student to thoroughly read and understand all communications and notices from the university and the Office of Residential Life. Failure to read, acknowledge or obtain clarifications for emails/notices, etc., are not acceptable excuses for non-compliance.

### **1. Eligibility**

Currently enrolled, full-time, matriculated students are eligible for university housing. Exceptions for matriculated part-time students are considered on a case-by-case basis. Residential Life may nullify a part-time student's exception, void the agreement, and request removal from university property should the student violate any provision herein, pose a distraction to full-time students, or demonstrate behavioral challenges involving disciplinary measures.

### **2. Term of Agreement**

This Agreement is for one academic year (fall and spring semesters) unless starting in spring. Housing is not provided during break periods or any other period when the University is officially closed except in the student apartments. Winter/winterim term and summer periods may be contracted separately. Renewal of this agreement for subsequent years is not guaranteed. Access to your assigned 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 agreement, whichever comes first. Graduation, withdrawal, academic severance from the University, affiliation with Plymouth State University programs that are more than 30 miles from campus (internships, student teaching, study away programs), 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 and the Student Code of Conduct. This agreement is applicable to any and all university housing options and cannot be transferred or reassigned to another individual.

### **3. Subletting**

Students shall not transfer possession or sublet the premises. Airbnb and other transient subletting/short-term rentals are strictly prohibited.

### **4. 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.

### **5. 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, regardless of 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 assigned space during periods of absence or during university breaks. In the event of damage by fire, water, steam, or other causes that render the room or apartment wholly unfit for occupancy, the University reserves the right to reassign the student to alternative university housing. 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.

### **6. Residential Life Policies**

Residential Life policies are essential to ensuring the safety, security, and well-being of all residential students. Please refer to all the Residential Life Policies here - <https://www.plymouth.edu/student-life/housing-dining/residential-life/forms-policies/>

### **7. Changes and Corrections**

The University has made every reasonable attempt to make sure the information contained herein is accurate at the time of publication. However, the University and Residential Life reserve the right to make changes or corrections when necessary. If

changes are made, Residential Life will inform Residents of such changes through multiple means of communication and in a timely manner.

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

### 1. General

The University will establish housing fees annually and will post, to the Residential Life web page, 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 graduate.

### 2. Release from Agreement

Once a student has agreed to the Housing and Dining Agreement and/or has been assigned to an on-campus space, the terms of this agreement are in effect, and requests to be released to live off-campus/commute is typically not granted. A link to the appropriate release form can be found by completing the Release Questionnaire available on the Residential Life website and must be approved by the release committee before refunds are considered.

### 3. Refunds

Refunds for students who withdraw from the university and/or housing are subject to federal and university guidelines as outlined on the [Student Financial Services website](#). Students who are removed or suspended from housing due to a student conduct matter are not eligible for a housing or dining refund.

## D. Meal Plan Eligibility and Requirements:

1. All students residing in a residence hall on campus are required to be on one of the designated meal plans.
2. First-year residents are assigned the unlimited meal plan
3. Students residing in university apartments are not required to be on a meal plan but may opt to purchase one.
4. Students required to be on a meal plan who fail to make a self-selection will be placed on the default plan and billed accordingly.
5. Students who are not required to live on campus, regardless of where on campus they live, are eligible for the 'restricted' meal plan.
6. In the event of official withdrawal, suspension, or mutual consent of the parties to terminate this 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 to 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.
  - c. Students who are removed or suspended from dining facilities due to a student conduct matter are not eligible for a dining refund.
7. Meal plans and associated FlexCash are for one semester only. Any remaining balances expire at the end of each semester.
8. Students are expected to behave appropriately in the dining facilities and abide by all university policies.
9. Once a meal plan is selected, changes are limited. Contact the Office of Residential Life for more information.

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Student Name: \_\_\_\_\_

PSU ID: \_\_\_\_\_

Parent Signature of Minor Student: \_\_\_\_\_

Date: \_\_\_\_\_

Parent Name Printed: \_\_\_\_\_