

# Housing/Food Service Agreement

## TERMS AND CONDITIONS OF OCCUPANCY

Revised: March 2018

Bloomsburg University of Pennsylvania agrees, when spaces are available, to assign residence hall, suite or on-campus apartment accommodations to students who are eligible to live on campus. Upon execution of the agreement, the student agrees to abide by all university and residence hall/suite/apartment rules and regulations as set forth below and in the Guide to Campus Living and other university publications. The university houses students without regard to race, creed, age, sexual orientation or disability in compliance with state and federal legislation.

### I. ELIGIBILITY

Full-time matriculating new freshmen accepted as on-campus residents are eligible to live on-campus. Full-time matriculating students currently living on campus are eligible to continue living on campus on a space available basis. Commuting students or students who have moved off campus are eligible on a space available basis.

The University does not provide housing for married students with their spouses or for students with children or dependents.

**PA state law requires all students residing in campus owned facilities must either have received the meningitis vaccine or signed a waiver based on information concerning the benefits of the vaccine.**

### II. AGREEMENT TERMS

The Summer housing/food service agreement is binding and may not be transferred, reassigned or sublet. Housing/food service fees do not cover vacation periods when the university is officially closed. Students withdrawing from the university must vacate their rooms within 48 hours.

### III. HOUSING FEES/REFUNDS

Housing and food service fees are approved by the Council of Trustees and may be changed during the agreement period only by action of the Council of Trustees. Payment of fees must be made according to deadline dates indicated on the billing statement.

Summer housing charges are billed at a weekly rate. A student who terminates this agreement during a given week will be billed for the entire week. The student will be charged for housing to the end of the week in which this agreement is terminated. Failure to terminate this agreement and officially check out of the residence hall will result in a \$50 fine.

**Students who wish to cancel their Housing/Food Service Agreement to move off campus or commute must submit a Housing Release Request and obtain the written permission of the Residence Life Office to be released from all housing and food service obligations.**

Refund for the **room** charge for students withdrawing during the summer will be prorated in accordance with the University's refund policy.

### IV. FOOD SERVICE

All residence hall students are required to purchase a meal plan. Upper class students living on-campus for summer must choose either Plan A (19) meals/week or Plan C (10) meals/week. New students living on-campus for summer will be assigned Plan A (19) meals/week. **Only one meal can be obtained in the designated meal period.** The meal plan must be maintained unless the student officially withdraws from the university.

**Students who wish to cancel their Housing/Food Service Agreement to move off campus or commute must submit a Housing Release Request and obtain the written permission of the Residence Life Office to be released from all housing and food service obligations.**

Refund for the **dining** charge for students withdrawing will be based on a prorated basis.

## V. ROOM ASSIGNMENTS

**Bloomsburg University recognizes and appreciates the educational value of diversity at the university and does not accept differing backgrounds, races, or religions to be acceptable grounds for honoring room change requests.** Every effort is made to honor the student's preference to the extent possible. Failure to honor room preferences will not void this agreement. While housing assignments are generally made between students of the same sex, gender neutral or gender inclusive housing assignments are available by request. With our responsibilities and commitment assured, housing matches are based on responses to the personal preference questions in MyHousing.

New students are not eligible to select their exact housing type or location. Students living on-campus during the summer are assigned to coed side-by-side housing.

The university will make room assignments in accordance with the Americans with Disabilities Act of 1990, as amended, and the Rehabilitation Act of 1973. The University will make every reasonable effort to provide equality of opportunity and freedom from discrimination for all members of the University community and visitors to the University. Consistent with the commitment to maintaining an environment of dignity and respect, also house students that are free from all forms of harassment and discrimination, whether because of race, color, religion, sex, sexual orientation, gender identity, age, national origin, ancestry, disability, veteran status, content observed on social media or any other characteristic protected by law.

Students with disabilities are required to coordinate with the Department of Equity and Accommodations (DoEA) to receive accommodations, in compliance with the Rehabilitation Act of 1973, the Americans with Disabilities Act, and other applicable laws. Students are assured that the accommodations will be provided in a non-discriminatory manner, be comparable, convenient, and accessible, and will be at or less than the cost assigned to other students.

### **Special Housing Accommodations**

- Students with special housing accommodation requests, including university provided air conditioning, must submit the Special Housing Accommodations Request Form found online at <http://reslife.bloomu.edu/assets/docs/accommodation-request.pdf> by May 1. Depending on the nature of your request, you may be referred to the Department of Equity and Accommodations to provide documentation from your physician stating your specific housing request and reason/need for this request. They will review those materials and make a recommendation to our office of how best to meet your needs.
- Requests received after the deadline will be accommodated **ONLY** if there are rooms or spaces available. This means roommate requests, learning community participation or other housing accommodations may be disrupted to fulfill a request.

**Summer Housing** – All students will be housed in Elwell Hall which is fully air conditioned. It is not necessary to submit a request or doctor's note for summer air conditioning.

The Office of Residence Life reserves the right to adjust housing assignments for the purpose of meeting American with Disabilities Act requirements, conducting research, alleviating managerial problems, coping with unexpected fluctuations in the male/female ratio on campus or demand for housing, to consolidate vacancies by requiring residents to move when necessary, to assign a new room/suite/apartment mate and to show the room/suite/apartment. When a vacancy occurs in a double room and administrative triples still exist, the student living in the double room will be required to accept a de-tripled student. Refusal to do so will result in the established rate for the vacant bed(s) being imposed for the remainder of this agreement, or until such time as the student accepts a roommate. Further, the university reserves the right to reassign or remove any student who refuses

to consolidate, or for judicial or administrative purposes. **In cases of room/suite/apartment mate conflict that cannot be resolved through mediation, it may be necessary for both parties to present their issues to a Roommate Resolution Team. It will not be the policy of the Office of Residence Life to arbitrarily decide which party must move from a room/suite/apartment in instances involving room/suite/apartment mate life-style or personality conflicts. The Office of Residence Life will not move a room/suite/apartment mate at the request of the other occupants or their parents.**

#### VI. CONSOLIDATION OF ROOMS

The university reserves the right at any time to consolidate rooms/apartments with vacancies. If you do not sign up with another student, the university will assign someone to that vacancy or you will be reassigned to an existing vacancy at the university's discretion prior to, or at the beginning of the semester.

Students who find themselves without a roommate throughout the semester may, **IF SPACE PERMITS**, retain the room as a single by paying **the established rate for the vacant bed(s) for the remainder of this agreement, or until such time as the student accepts a roommate.** Students may not request their room as a single upon assignment of a roommate. All vacancies will be used and may be assigned to a student without notice to the current resident. **There is no option to keep a room as a single in the event other students are housed in triples or temporary housing.**

**NOTE: If a student declines the request to consolidate or to accept another roommate, the student will be charged the established rate for the vacant bed(s) for the remainder of this agreement, or until such time as the student accepts a roommate.**

#### VII. CABLE TV SERVICE

Basic Cable service and monthly charges are included in the semester room/suite/apartment charge. The University uses a satellite provider and encodes the cable signal. Most modern TVs have a compatible QAM tuner installed in them that work with our service provider. The University cannot ensure your TV make or model will work on our campus. Please see the Residence Life website for more information on the system and what brands/models of TVs are known to not work. Certain premium channels are also included in the TV package, but are subject to change or cancellation based upon the service provider's contract.

#### VIII. WIFI

All residence halls and upper campus apartments (MPA, MOA and JKA) have high speed wireless only connections. All devices connected to the wireless network must be registered through the prompts provided when connecting to the wireless network. All Ethernet connections and network jacks are dormant. Not all living spaces have Ethernet jacks installed. In places that do, and if you prefer to have a wired connection, submit a ResComp Service Request <http://reslife.bloomu.edu/form-lan.php>. A wired connection will be re-established, if possible, for you but will come with a charge. Or you may opt to purchase and install a wireless adapter (wireless network card) for your desktop computer. Please note, Kile apartments do not have WiFi as their high speed internet is provided by a local service provider.

#### IX. CARE AND USE OF RESIDENCE HALL ROOMS AND FACILITIES

University, residence hall, suite, and apartment regulations are listed in the Code of Conduct and the Guide to Campus Living. Violations of any of these regulations may lead to housing reassignment, serious disciplinary action, termination of the housing agreement, suspension, expulsion and/or arrest.

1. Student Room/Suite/Apartment Responsibility - Resident students are responsible for their own conduct and that of their guests. Each resident is responsible for his/her own room/suite/apartment, the contents therein, and any activities that take place in the room/suite/apartment. They are also responsible for cleaning their rooms/suites/apartments.

- We strongly encourage students to take home any items that could be damaged by excessive water, heat or cold over breaks when the residence halls, suites, or apartments are shut down. No items should be left on the floor of a residence hall room, suite, or apartment over breaks. In the event of a water line break, items left on the floor and damaged by water will not be replaced at the expense of the university.
- 2. Damages - Students will be subject to payment for damages to the room/suite/apartment and/or its contents. Damages to public areas may be assessed to residents of a building or any of its subdivisions.
- 3. Room Furniture - Furniture may not be removed from a student's room/suite/apartment without permission from the Graduate Hall Director. Students can request to have beds bunked by our staff only. Students may not take apart or alter beds or convert beds to bunks themselves. Lofts, waterbeds and other water filled furniture and non-university bunk beds are prohibited. Students are not permitted to hang their own window curtains, shades or any other window treatment. Students are not permitted to mount anything to walls or ceilings.
- 4. Abandoned Property – The University reserves the right, without further notice, to remove personal belongings of, or used by, student(s) that remain in a residence hall room, suite, or campus apartment or elsewhere in the area 48 hours after the termination of the agreement for any reason (withdrawal, academic dismissal, housing revocation, etc...). The University may dispose of any property 15 days after the student(s) vacates campus housing. The student(s) will be charged for expenses incurred in the disposal of such property.
- 5. Visitation Policy - The Visitation Policy for students living in Bloomsburg University's **residence halls** has been developed in an effort to balance student privileges with academic demands and the rights of occupants not hosting a guest. It should be noted that visitation on BU's campus is a privilege, not a right. Students violating this privilege or the rights of others may be subject to the loss of some or all visitation privileges up to the loss of campus housing.
  - Visitation for non-hall residents and non-student guests Monday – Thursday is from 10am - 1am. THERE ARE NO OVERNIGHT GUESTS DURING THIS TIME.
  - A 24-hour visitation period begins on Friday morning at 10am and extends until Sunday night/Monday morning at 1am. All non-BU student guests need to be registered in advance of their arrival. Hosting students may have extended visitors on no more than 2 weekends per month and prior consent among roommate(s) to host a visitor.
  - Residents of the hall have a 24 hour/7day per week visitation policy within their own hall. This policy does not extend to visiting other halls in which they do not reside. Do not confuse visitation for 24-hour visitation.
  - All student visitors to a residence hall where they do not reside must gain access from a host of the building. All non-BU students' visitors/guests must be escorted while in the hall by a BU host.
  - All weekend visitation guests must be signed in/recorded 24 hours in advance of their arrival through the Guest Registration sign-up available [online](#). Failure to do so will result in disciplinary action, the outcome of which can include loss of visitation privileges for a designated period of time.
  - It is expected that residents will follow all visitation policies. Failure to comply with any part of the visitation policy by the host/violator will result in sanctioning through the university judicial system and may be subject to the loss of visitation privileges. Hosts are always responsible for the actions of his/her guest(s).
  - All visitations within a student's room must have prior knowledge and consent by all occupants of the room. Occupant(s) of the room not hosting the guest will in all cases have the right to refuse any guest to the room. It is highly recommended that roommates discuss in advance what their visitation agreement for the room will be. Staff will assist roommates during the first week of school on the rights/privileges and limitations related to campus visitation and appropriate behavior when hosting guests. These guidelines will be used when completing a Roommate Agreement.
  - There are no visitation restrictions at the **apartments**. Overnight guests are allowed on weekends and must register with the apartment office. COHABITATION is strictly prohibited. Guests are limited to two per resident, six weekend nights per semester. In the case of disruption to an occupant's right to sleep, study and privacy, the occupant without the guest will retain priority.

6. Room/Suite/Apartment Inspection/Searches - University officials reserve the right to enter a residence hall student room/suite/apartment in the interests of the welfare of the individual or the institution for the performance of maintenance, or the enforcement of university regulations. Except under extreme emergency circumstances, premises occupied by students and the personal possessions of students therein shall not be searched unless the appropriate authorization from university officials is obtained.
7. Room/Suite/Apartment Safety Inspections – Safety inspections will be announced and performed each semester. It is preferred that the occupants be present at the time of the safety inspection however the inspection will occur with or without the occupants present.
8. Electrical Appliances - The operation and maintenance of electrical appliances are the full responsibility of the student. Only one refrigerator and one television per room are permitted. Specifications for refrigerators and televisions are as follows:
  - Refrigerators: All residence hall rooms on lower campus will have a University provided MicroFridge®. As a result, students are not permitted to bring their own personal refrigerator / MicroFridge® when living in campus residence halls. Students living in suites and on-campus apartments may have a personal refrigerator / MicroFridge® in their room if they so choose provided it is no larger than 3.0 cubic feet and uses no more than 120 volts of electricity when running. The Office of Residence Life is not responsible for any food that spoils due to an electrical outage causing a personal refrigerator malfunction or any malfunction in a university supplied refrigerator in a campus apartment.
  - Televisions: Power Input - 120 volts. Students must provide television cable. All apartments in MPA are provided a flat screen television in the living room.
  - Use of other electrical devices such as DVD/VCRs, stereos, CD players, hair dryers and personal computers are permitted, providing such devices are plugged within the room and do not exceed the amperage limits of the circuits within the rooms. All electrical appliances must be kept in good working condition and are subject to inspection by university employees. The university also reserves the right to confiscate unauthorized or dangerous electrical appliances. **OCTOPUS-TYPE ELECTRIC PLUGS AND HALOGEN LIGHTS ARE NOT PERMITTED. Electrical cords are not permitted to be run under carpets. MICROWAVE OVENS ARE ONLY PERMITTED IN CAMPUS APARTMENTS.**
9. Food Storage and Preparation - Fire safety requirements prohibit cooking in student rooms (except for MicroFridges). Cooking must be done in kitchen areas or other designated areas if provided in the residence hall. Residents who store food in their rooms do so at their own risk. All food must be kept in tightly closed containers and must be removed during periods when the residence halls are closed to ensure effective pest control.
10. Extermination – If the University needs to exterminate bugs, fleas, ants, etc. in any room, suite, or apartment for any reason, students are required to follow the Facilities Services Supervisor and 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. University officials will inspect all apartments once each semester to ensure that health and sanitation standards are being maintained. Students will be advised as to the time of inspections.
11. Animals - No animals or pets, including laboratory specimens, are permitted in the residence halls/suites/apartments with the exception of tropical fish. Students found with animals in rooms/suites/apartments may have disciplinary action taken and/or cancellation of their contract and subsequent removal from campus housing. Service or emotional support animals are approved only upon coordination with the Department of Equity and Accommodations.
12. Weightlifting - Equipment may only be used in designated areas.
13. Sales/Solicitation/ Commercial Activity - Solicitors and tradesmen, including students and employees assuming an entrepreneurial role, are prohibited from entering the grounds for the purpose of transacting business with members of the university community. See the Residence Hall Handbook for more details.
14. All residence hall, suite, and apartment facilities are non-smoking.

## X. FIRE SAFETY

Since the potential danger posed to the residence community by fire is so severe, any resident identified as igniting any facility, furnishings, equipment, interfering with fire officials, interfering or tampering with a fire alarm system or safety equipment or placing false alarms will be subject to arrest, fines, and/or disciplinary action as well as termination of the Housing Agreement. All residents are required to participate in fire drills. Evacuation of the building by all residents is required immediately after the fire alarm sounds. Failure to evacuate will result in fines and disciplinary action.

The storage of explosive or flammable substances within any residence hall is strictly prohibited. In addition, the use of other flaming articles, including incense and candles is prohibited. The transfer, use, or possession of explosives, fireworks, firearms, dangerous chemicals, or any lethal weapons on university property is prohibited. Campus students must register hunting equipment for storage in the University Police Office. This includes firearms, ammunition, knives, and arrows related to such equipment. The use of an outdoor grill is permitted in designated areas only. Grills must never be left unattended. Grills must not be stored inside any residence hall, suite, or apartment.

## XI. SAFETY AND SECURITY

All residence halls are locked 24 hours a day, 7 days a week. Resident students must carry their BU ID card to gain access into their residence hall/room. Residents are encouraged to keep their room door locked at all times. Visitation procedures will be in effect for individual halls to maintain safety and security. All non-residents and guests must call their host from the lobby vestibule phone in order to gain entrance into a residence hall. Guests must be registered with Residence Life and escorted at all times and may only enter and exit through the main doors of the hall. Failure to comply with visitation procedures will result in disciplinary action as outlined in the Student Code of Conduct.

Apartment residents should also carry their BU ID card with them at all times. Front doors to apartments and individual bedrooms (MPA, MOA, JKA) in apartments are by card access. Kile apartment front doors are card accessed. Kile bedrooms have programmable locks. Apartment residents are encouraged to keep their bedroom doors locked at all times.

## XII. LIABILITY

The university assumes no LEGAL RESPONSIBILITY for accidents or injuries incurred by students falling from beds or ladders in rooms where they have loft beds or have chosen to bunk their beds.

Bedrails are standard and installed on all bunked and lofted beds as an added safety feature for our students. They are inventoried into the room and must be present and in use while there are lofted and/or bunked beds in use in the room. We feel very strongly about the added safety the bed rails provide in the prevention of falls. Bed rails must remain on the beds and we highly recommend that you do not remove them. Students will not incur a charge for removing bedrails however, a replacement fee of \$53 per bedrail will result for any missing or damaged bedrails.

The university assumes no LEGAL RESPONSIBILITY for the loss of or damage to personal property due to insufficient or excessive heat, fire, smoke, water, the elements or actions of third persons. Therefore, **students are strongly encouraged to take computers, TVs, stereos, etc. home over semester breaks to avoid potential damage. Residents should carry insurance protection for their personal belongings.**

## XIII. TERMINATION

The university may terminate the Housing/Food Service Agreement for violations of any of the provisions herein, for violations of university regulations, residence hall/suite/apartment rules and regulations, health or for any other reason deemed sufficient by university officials. Resident

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students whose agreements are terminated for any reason (withdrawal, academic dismissal, housing revocation, etc...) must vacate their rooms/suites/apartments within 48 hours of notification.

Loss of housing could result if Residence Life staff determine that an individual's behavior is detrimental, disruptive or disorderly to community living.

**THE EXECUTION OF THIS AGREEMENT REQUIRES THAT BEFORE REGISTRATION, THE STUDENT MUST HAVE SATISFIED ALL OUTSTANDING OBLIGATIONS TO THE UNIVERSITY FROM PRIOR PERIODS OF ATTENDANCE INCLUDING BASIC ADMISSIONS, HOUSING, AND FOOD SERVICE FEES.**

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I have read the above terms and conditions.