

Please read carefully all the conditions of this lease and agreement 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 as your legal representative.

- 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://campus.plymouth.edu/residential-life/> and those changes will become effective upon posting.
- You hereby agree to periodically visit PSU’s website at <https://campus.plymouth.edu/residential-life/reslife-docs/> to review any such changes and read all email correspondence from Residential Life sent to your Plymouth State University email.
- This lease and 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 Lease & Dining Agreement and referenced documents, and willingness to be bound by the same.

---

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

#### A. Live on Requirement:

Plymouth State University believes there is a significant educational value from 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 2020-2021 academic year: Students meeting one of the following criteria may be released from the above obligation:

- Students who turn 21 on or before September 1, 2020
- Students who have earned 64 or more Plymouth State University credits by the end of the Early Spring term (January 31, 2020) as documented by the Plymouth State University official registrar records
- Students currently living off campus
- Students commuting from a home owned by a parent/guardian or while living with a parent/guardian within a 50 mile commute of campus and with Residential Life written approval. \*Please contact Residential Life for appropriate commuter form
- Students who can show evidence of 2 (two) or more years of military service to be completed on or before September 1, 2020.

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, or when living with, a parent/guardian within a 50-mile commute of the University.

## **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 [Important Docs and Info](#). All rights and rules of conduct governing behavior of university students shall be enforced. Violations of University or Residential Life policies as stated in this lease, 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 part-time students are considered on a case-by-case basis. Residential Life may nullify a part-time student's exception, void the lease, 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 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 except in the student apartments, where students may stay through from fall check-in to spring check-out. Winter term (Early Spring) period may be contracted separately for students living in Residence Halls. 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 lease, whichever comes first. Graduation, withdrawal, severance or suspension 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. This lease 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, lease, 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 break periods. 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. Polices/Procedures**

Residential Life Polices & Procedures are an essential component to ensuring the safety, security and wellbeing of all residential students. Please refer to all the Residential Life Policies here -

<https://campus.plymouth.edu/residential-life/wp-content/uploads/sites/107/2020/03/Residential-Life-Policies-Procedures-2020-2021.pdf>

## **7. Defined Communities**

Residents who apply to and/or are assigned to a Defined Community accept the terms of participation in that community as well as any associated fees as published. Indicating a preference to participate in a particular community does not guarantee placement within that community.

## **8. Changes and Corrections**

The University has made every reasonable attempt to make sure the information contained herein is accurate at 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.

## **9. Eviction**

A housing eviction requires a resident to move out of the residence hall/apartment system within 48 hours. Residents evicted or suspended for reasons of conduct are financially responsible for that semester's rent. Evictions can occur if a student no longer meets the requirements to reside on campus, is no longer a student at the University, or has failed to make substantial academic progress. Notice of eviction will be handled by the Director Residential Life & Dining Services or their designee and will be sent to the students Plymouth State email address.

## **10. Termination by the University**

This agreement may be terminated for disciplinary reasons by the University and/or Residential Life & Dining Services including expulsion from the University. In a case of termination of this agreement by the University or Residential Life & Dining Services, the student will remain financially responsible for the entire cost of the agreement period for the assigned building. The University has the authority to deny or remove a student from on-campus housing where the presence or continued presence of a resident in the Residential Communities poses a significant risk to the health or safety of the resident or others. In making this assessment, the University reserves the right to consult with and refer the student to a mental and/or healthcare facility or provide for an evaluation.

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

### **1. General**

The University will establish housing fees annually 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 Agreement**

Once a student has agreed to the Housing Lease & Dining Agreement and/or paid the room deposit 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 are typically not granted. Release request forms are available at the Office of Residential Life and must be approved by the release committee before refunds are issued.

### 3. Refunds

Refunds for students who decide not to return or to withdraw are subject to federal and university guidelines as outlined on the [Student Account Services website](#).

#### 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. Students in university apartments are not required to be on a meal plan but may opt to choose one.
3. 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.
4. Students who are not required to live on campus, regardless of where they live on campus are eligible for the 'restricted' meal plan.
5. 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 FlexCash used at the time the meal plan is invalidated.
6. Meal plans and associated FlexCash are for one semester only. Any remaining balances expire at the end of each semester.
7. Students are expected to behave appropriately in the dining facilities and abide by all university policies.
8. Once a meal plan is selected, changes are limited. Contact the Office of Residential Life & Dining Services for more information.

---

Students will be signing through the application process. Parents of minor students (students under the age of 18 at the time of signing) please complete the form on line or sign the below and return to Office of Residential Life.

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

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

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

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

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