PHILADELPHIA UNIVERSITY
TERMS OF APPLICATION & AGREEMENT

1. TERMS. This Housing Application and Agreement (this “Agreement”) is a formal binding legal agreement between the student and Philadelphia University (the “University”), effective upon the sending of any form of assignment confirmation to the student, including but not limited to mail and electronic mail. The effective dates for this Agreement are August 16, 2012 through May 9, 2013 or 24 hours after the student’s last exam of the Spring semester, whichever comes first. This Agreement is not meant to be all-inclusive. Students are expected to conduct themselves in a manner that demonstrates due regard for other residents and guests. All rules and policies of the University, including those published in all University student handbooks, communications and websites, are incorporated in this Agreement.

A. Break Housing. This Agreement period does not include the Thanksgiving, Winter, and Spring Break periods (see the University academic calendar for exact dates). Students with permanent addresses three (3) or more hours away from campus may apply for Thanksgiving and Spring Break housing. Approved students may have to relocate to a designated building and pay additional fees to remain on campus during the break period. Housing is not available during the Winter Break.

B. Summer Housing. Summer housing options are not included in this Agreement.

2. ELIGIBILITY. Only current, full time undergraduate students (a minimum of 12 credits per semester) are eligible for University housing. Failure to maintain 12 credits may lead to termination of this Agreement. Students who lose their eligibility must inform the Office of Residence Life (“ORL”) within two (2) business days and are subject to cancellation charges. Continuing education, part-time and graduate students may apply for any unassigned spaces on a semesterly basis and will only be considered after all full-time undergraduates have been placed. Exceptions to this policy may be made by the Dean of Students.

3. CANCELLATION. Students are financially obligated for the full 2012 – 2013 ACADEMIC YEAR (both semesters), unless otherwise approved by the ORL. The high demand for campus housing requires that the ORL strictly enforce the cancellation policy. This Agreement may be terminated by the student only for one of the following reasons:

A. Graduation, Study Abroad, or an approved internship position.

B. Approval by the Student Accounts Committee. Appeals must be submitted in writing to the Dean of Students. Only the most exceptional circumstances will be considered.

C. This Agreement may be terminated by the University as a result of a disciplinary sanction or breach by the student of this Agreement.

4. TWO YEAR RESIDENCY REQUIREMENT. Incoming full-time first year students who live more than 30 miles away (permanent residence) are required to live in University-owned or leased housing for their first two years of enrollment. Students who live within 30 miles of campus (permanent residence) can opt-in or volunteer to live on campus and remain on campus in subsequent years by participating in the housing selection process for returning students. Transfer students will be exempt from the two-year housing requirements. Requests for exceptions must be made in writing to the Dean of Students. Exceptions are made for:

A. Students from beyond the 30 mile area who plan to live with family members (confirmation required).

B. Students over the age of 20 at the point of enrollment.

C. Military veterans.

D. Married students.

E. Students with dependents.

5. ASSIGNMENTS. This Agreement serves as a request for a space in University housing at large and may not be assigned or transferred. While an effort will be made to accommodate a student’s request, the ORL will determine the student’s final room assignment and/or reassignments and will do so without regard to age, ethnicity, disability, marital status, national origin, religion or sexual orientation. The University reserves the right to modify assignments in cases of emergency or as otherwise deemed necessary. The ORL reserves the right to eliminate future housing privileges where a student has violated housing policies or campus regulations. The University reserves the right to change the capacity of the room(s) permanently or temporarily.

A. Room Change. Students living in the apartments, affiliated housing or townhouses are assigned to specific bedrooms and may not change bedrooms without approval from the ORL.
B. **Room Consolidation.** Students who occupy rooms/apartments at below their designated occupancy may be assigned additional roommates or be asked to consolidate to fill other vacancies. If demand for University housing exceeds capacity, some rooms may be used at increased capacity until other spaces become available.

C. **New Roommates.** Any actions to deter the assignment of new roommates may constitute a violation of the University Code of Conduct with penalties, including but not limited to, termination of this Agreement.

6. **MEAL PLANS.** Meal plans are contracted for the full academic year. Once classes have started each semester, students requesting to cancel their meal plan will be charged for all used portions of the plan plus 25% of the remaining balance for the semester. All first-year students are required to select a 19 Meal Plan and may not cancel or reduce their meal plan at anytime. Transfer students are placed on a 14 meal plan; those assigned to an apartment style space may select to lower their meal plan. Upper-class and transfer students assigned to Scholler Hall are required to select at least a 14 Meal Plan and may not cancel or reduce their meal plan below that. Meal plans are optional for apartment housing, and townhouse students.

7. **CONDUCT.** Students must abide by the policies, rules, and regulations designated in the Student Code of Conduct (available online only), the laws of the City of Philadelphia and the Commonwealth of Pennsylvania and all other applicable laws and regulations. Violations thereof may result in fines, restriction of privileges, and/or termination of this Agreement by the Dean of Students or designee.

8. **MEDICAL.** Current health insurance coverage is required for every student. Students are eligible to enroll in a University health policy if they are not covered. Enrollment forms are available through the Business Office. Students must provide proof of health insurance prior to being assigned housing. Students will be automatically billed for health insurance unless the online waiver is completed.

9. **PAYMENT.** A $250.00 deposit must accompany this Agreement, if not already paid through the admission process, and serves as a combination security/damage deposit. The deposit will be applied to a student's account once the student no longer resides or is contracted to live on campus. Any remaining balance will be refunded to the student after all monies owed to the University are paid and this Agreement is fulfilled.

   A. Returning students who receive special permission from the Student Accounts Committee to cancel this Agreement are subject to cancellation charges, including forfeiture of their deposit.

   B. The deposit will not be refunded in the case of a contract termination (including disciplinary removal from housing). Please refer to section 3A for exceptions.

   C. All charges unpaid after the due date will automatically be subject to a late penalty charge established by the University.

10. **FACILITIES.** A detailed room inspection is conducted annually prior to the student taking occupancy of the room. The condition of the room, including any existing damage, is outlined in the Room Condition Report (the “RCR”). Students are responsible for insuring the detail and accuracy of their RCR upon move-in. Students will be billed for any damages which have accrued since taking occupancy of the room. Students shall maintain their room and all common areas within the residence hall at large in the manner outlined under the ORL policies outlined in the Student Handbook.

   A. **Cleaning Services.** Students living in affiliated housing, Independence Plaza, Falls Center and the Townhouses are responsible for any and all housekeeping duties within their assigned unit, including the bathrooms. Students living in the residence halls are responsible for all housekeeping duties within their assigned rooms. Housekeeping is provided for common areas only (lounges, hallways, bathrooms, etc.)

   B. **Common Area Damages.** All students share in the responsibility for damages accruing. Damage which cannot be assessed to the appropriate individual(s) will be prorated amongst the students of the floor, house or building. Students with information leading to the appropriate individual(s) responsible for damage are expected to notify the ORL. Students responsible for common area damage are expected to take responsibility. Common area charges may not be appealed.

   C. **Move-Out.** Prior to a resident vacating a unit (defined as an individual residence hall room or campus-owned/leased apartment, including any and all common areas appurtenant thereto) at any time during the course of the year, even if a resident is simply relocating to another unit on campus, that resident is required to remove any and all personal belongings, including any and all trash, leaving said unit restored, cleaned and furnished with original furnishings. In the event that a room has been damaged requiring a repair to the same, that resident shall not attempt to make the repair him/herself. Any and all fixtures within the unit, including, but not limited to,
university-owned refrigerators and stoves, must be emptied and cleaned. All costs incurred by the university as a result of any repairs required to be made, any additional cleaning required and/or for removal of any and all personal property shall be apportioned equally to the residents, regardless of responsibility or fault of any one resident for the same. Upon a resident vacating a unit, said unit shall be inspected by a Residence Life Professional Staff member and, if said unit is not in acceptable condition as defined herein and determined at the discretion the Residence Life Professional Staff Member, repair/cleaning/removal service shall be ordered and the resident(s) shall be held jointly and severally liable for the entire cost of the same. Failure to vacate a unit within the prescribed period shall result in a $100 per day fine, plus daily rental fees and possible eviction, in which case the University shall not be responsible for student belongings and reserves the right to confiscate and dispose of such belongings. Appeals of any charges assessed for repair/cleaning/removal of personal belongings shall be filed in writing no less than five (5) business days from the date said bills are sent to the resident. Thereafter, any right to appeal is waived. Further, any resident selecting an “express checkout” waives the right to appeal any charges assessed.

D. Abandoned Property. The University reserves the right to remove and dispose of any property remaining in a room more than 24 hours following the earlier of (a) cancellation of this Agreement by the University; (b) the student’s separation or departure from the University; or (c) the date the student officially checks out of the room. The charge for costs incurred for such removal may be assessed to the student, and the student agrees to pay such charge.

11. ACCESS. The University reserves the right to enter a student’s housing space without permission under those conditions and circumstances outlined in the Student Handbook.

12. KEYS. Room keys or other means of entry will be issued to the student at the time he/she checks into the residence hall, apartment, or house. Keys or other means of entry issued are solely for the use of the student to whom they are assigned. Duplication of keys or other means of entry is strictly prohibited. All keys or other means of entry must be returned upon check out of the residence hall, apartment, or townhouse. Failure to do so will result in charges as outlined in the Student Handbook.

13. LIABILITY/LOSS /DAMAGE. The student agrees to hold the University, its agents and employees harmless from all damages, liability or loss arising out of any negligent act or omission or other misconduct by the student or about the premises. The University does not provide protection against lost, damaged or stolen property. Students are advised to obtain renter's insurance should such protection be desired. Students are jointly and severally liable for all damage that is caused to the room(s) or any furniture/furnishings/fixture therein. Students are liable for the cost of repairing damage to the room(s) and building in case of fire, smoke, etc., if caused in violation of this Agreement.

14. LEAD PAINT NOTICE. The University, in accordance with state and federal laws, screens for the presence of lead based paint in all residential facilities. The results of these tests, in full, are available in the ORL and Physical Plant offices. Students assigned to specific halls will be asked to read and sign a statement acknowledging these tests and their results when confirming their housing assignment or upon move in to the facility.

15. GUESTS. A student’s privilege to have guests is subject to the following limitations: a) a student may not pressure or force roommates to tolerate the presence of a guest; b) the presence of guests must not restrict the free access of legitimate occupants to all common spaces and to any private space they may have or create any situation that infringes on the right of roommates to remain undisturbed; c) other than as set forth in Subsection A below, the presence of a guest may not be constant or continuous; d) a guest may not occupy a student’s room when the student is not present; e) a student may not give the guest a room key, University ID or other means of entry to enter residences; f) the student must accompany the guest inside the building; and g) the actions of the guest are the responsibility of the student. Any violation of this Agreement or University policy by a guest of a student is the joint and several responsibility of the guest and student

A. Long-Term Guests. The student agrees to complete the Long-Term Guest Consent Form obtaining consent from the roommate(s) prior to bringing a guest in the room/apartment for multiple days.

16. PETS. The presence of pets in the residence is prohibited.

17. ALCOHOL/DRUGS/SMOKING. In Pennsylvania, the possession and/or use of alcohol by persons under 21 years of age is prohibited. Distribution of alcohol by sale or gift to persons under 21 years of age is forbidden. Alcohol may
not be consumed in the public areas of residences. Kegs, regardless of contents or amount, are prohibited in all residences. Anyone observed entering a residence with alcohol may be required to register with the University and provide proof of age. Smoking and smoking paraphernalia are prohibited in all residential buildings. The possession or use of illegal drugs or drug paraphernalia is prohibited.

18. **FIREARMS/DANGEROUS WEAPONS.** Possession, storage or use of firearms or dangerous weapons is prohibited and subject to immediate termination of this Agreement, removal from the residence, as well as disciplinary or judicial action and criminal prosecution.

The University reserves the right to amend this Agreement and may from time to time issue regulations concerning housing. The University may take disciplinary action against a student and/or terminate this Agreement for failure by any person occupying the residential unit to comply with the terms of this Agreement. All decisions by the University, the Dean of Students, the ORL and the Student Accounts Committee shall be final.

_I hereby certify that the information completed by me on this Agreement is true and accurate to the best of my knowledge. I have read the terms and all accompanying information, and agree to abide by all terms for the 2012 – 2013 academic year. Any falsification of information on this Agreement may be grounds for immediate termination of said Agreement and/or disciplinary action._