

## 2022-2023 Residential Student Housing Contract

Residence Life Office & Housing One University Avenue, Suite 4502 Mechanicsburg, PA 17055 (717)796-5239; <u>housing@messiah.edu</u>

I hereby activate this agreement for a residence hall space for myself at Messiah University for the ENTIRE ACADEMIC YEAR 2022-2023, from the applicable date of check-in until the applicable date of check-out as stated below. I understand this agreement will be invalid in the event of my withdrawal, suspension or dismissal from the university, permanent removal from the university residences by the university, completion of my degree requirements, or participation in an off-campus study program. I agree to be an involved member of the living learning community, pay applicable fines, attend regular floor meetings, and participate in hall activities. I agree that this agreement **does not** create a landlord/tenant relationship between me and Messiah University, and **does not** convey any leasehold or other real property interest. I understand that the terms "resident," "occupant," or "student," as used in this agreement, apply to me. My signature indicates I understand the terms of this agreement and agree to abide by them.

1. **CONDUCT OF RESIDENTS**: The resident of the space assigned agrees to abide by the Community Covenant and Code of Conduct of Messiah University and is subject to university policies relating to residential living facilities as published in the current <u>Student Handbook</u> and incorporated in this agreement. A resident is assumed to be aware of these policies.

## 2. CHECK-IN PROCEDURE:

<u>Returning students</u> with traditional housing contracts can complete the check-in procedure:

Beginning at 9 a.m. on Sunday, August 21, 2022 for Fall

Beginning at 9 a.m. on Sunday, January 8th, 2023 for Spring

First year and transfer students with traditional housing contracts must report to their assigned hall and complete the check-in procedure.

Beginning at 9 am on Friday, August 19, 2022 for Fall

Beginning at 9 am on Thursday, January 5, 2023 for Spring (only for new first year & transfer students) Early Arrivals:

All early arrivals must be approved by the Residence Life office. Fall early arrivals can occur starting August 13 for sponsored and individual students. An additional per day room fee will be charged individually to those who move in after August 13 and before the designated opening day of August 20 for new/transfer students and August 22 for returning students. There will be no early arrival for non-sponsored students for Spring semester. Required Building Meeting – all residential students are required to attend a building meeting that will be held on Monday, August 22 at 7 or 8 p.m. Details and locations will be communicated upon move in. A \$25 fee will be charged to any students who do not attend without an approved absence.

3. MANDATORY MEETINGS: All residential students are required to attend the following building meetings. Time & locations will be communicated by the RAs through individual contact, emails and/or signs in the buildings. A \$25 fee will be charged to any students who do not attend without an approved absence. The meetings will be held on the following dates (dates subject to change):

Monday, August 22, 2022 – 7:00 or 8:00 p.m. Tuesday, December 6, 2022 Monday, January 30, 2023 Tuesday, April 25, 2023

- 4. MINIMUM & MAXIMUM AGE: Minor students who are at least 17 years of age may be approved to live on campus. Students older than 24 years of age are not allowed to live on campus. Requests for an exception can be made to the Director of Housing.
- 5. ROOM INVENTORY: The resident of the space assigned shall be responsible for any unassigned loss, damage, repair, or replacement of the furnishings, doors, windows, walls and the conditions of the space during the term of occupancy. Upon arrival and departure, the resident will be given the opportunity to inspect the space and conduct an inventory of the furnishings and condition of the space with a Residence Life staff member. Any student who chooses not to fill out a condition inventory form may be held financially responsible for all damage in the room.

- 6. ROOM KEY: Receiving a room key is part of the check-in procedure. Any student who does not pick up a room key within the first 10 days of class will receive a \$75 charge for improper check-in. Upon departure from residence, the room key must be returned to a Residence Life staff member. Failure to do so will subject the resident to a charge of \$75.00. A room key may not be duplicated. If the room key is lost or stolen during the term of occupancy, a charge of \$75.00 will be made to the student's university account.
- 7. ROOM INSPECTION: A member of the university staff will inspect each residential space during winter break, spring break, and at departure. The resident(s) will be billed the current replacement value of those items missing, damaged or broken following each inspection period. Resident assistants or university staff members will conduct an inspection each semester to ensure rooms meet fire and safety requirements and the resident(s) will be responsible to make necessary changes within one day of receipt of violation notification. If during any of the inspections mentioned above, violations of the student code of conduct are found, appropriate judicial procedures may be initiated. The university reserves the right to enter and inspect residential space at any time for maintenance needs and for reasons of health or safety.
- 8. CHECK-OUT PROCEDURE: Resident students completing degree requirements or leaving the campus at the conclusion of first semester must vacate their space by noon on the day following the conclusion of their last final examination in the fall semester or upon completion of their academic requirements for the semester. Likewise, non-graduating students must vacate their space 24 hours after the conclusion of their last final examination and no later than noon on Wednesday, May 10, 2023. Graduating students and residents participating in commencement may remain in their space until Commencement Day. Each resident of the space has the responsibility to arrange with a Residence Life staff member is to inspect and lock the space after the inventory is completed.
- 9. COMMUNITY COVENANT & CODE OF CONDUCT: Students are expected to re-read the Community Covenant and Code of Conduct and abide by the guidelines and principles outlined therein.
- 10. CONDITION OF ROOM UPON DEPARTURE and DAMAGES: All trash will be removed by the assigned resident. Failure to leave the room in clean and acceptable condition will result in an assessment equally divided between each assigned resident. Moreover, if the common areas on the hall (lounges, hallway, bathrooms, etc.) are left in disrepair, a charge for returning the common area to its original condition will be equally divided among all residents. In situations where the damages are extreme, repetitive, or the unit is severely disruptive, the students may be subject to the university disciplinary process resulting in sanctions, including housing relocation. All personal belongings must be removed from the space assigned upon departure. The university assumes no responsibility for belongings left in the space assigned. Additional charges may be assessed if residential space is occupied following the required check-out.
- 11. INDIVIDUAL RESPONSIBILITY: The occupant of the space assumes responsibility for any act, behavior or conduct that originates from the space assigned or selected.
- 12. SPECIAL ROOM ENTRY AND SEARCH: The university reserves the right to enter and search any residence hall space in an emergency or if there is reasonable cause to believe a violation of university policy, local, state, or federal law is occurring. Any such entry and/or search is subject to the Student Search Policy published in the Student Handbook.
- 13. BREAK CLOSING: During Winter and Spring break closings students are required to move-out by the designated date and time to avoid penalties. Date and time will be announced within a reasonable time frame prior to breaks.

Winter Break: The campus residences are closed from noon Friday, December 16, 2022 to Sunday, January 8, 2023 at 8:00 a.m.

**Spring Break:** Students are allowed to stay on-campus if they apply for spring break housing – <u>www.messiah.edu/SpringBreakHousing</u>

14. GUESTS/OVERNIGHT STAYS: Guests are welcome in university residences if they are approved under and abide by the Messiah University visitors policy. Approved guests may stay overnight on campus for up to three nights with the approval of their residents of the room. A guest is not permitted to stay on campus longer than three nights, even if the guest stays in more than one room. Students may stay overnight in the rooms or apartments of others students of the same gender for up to three days. Neither guests nor students are permitted in bedrooms of the opposite gender except during scheduled visitation hours. The resident is responsible for the

conduct of their guest(s) and agrees to pay for any damage caused by a guest.

- 15. BED RISERS: Bed risers are used to create under bed storage for residences. In order for bed risers to be used the following criteria must be followed: Bed risers must be made of high density polyethylene that holds 1,200 lbs, the bed cannot be raised more than six inches. Bed risers may <u>only</u> be used on metal beds and may <u>not</u> be used when bunking beds. Bed risers made out of other forms of plastic, cinder block or PVC pipe are prohibited.
- 16. LOFTS, STADIUM SEATING AND FURNITURE STACKING- Lofts are prohibited. Beds and furniture may only be stacked if they are constructed for stacking, triple bunk beds are prohibited except for furniture that has pins for bunking. Any form of stacking or stadium seating for couches or other furniture is prohibited.
- 17. PERSONAL INSURANCE: The university accepts no liability for the theft, loss, or damage by fire, water or appliance failure or otherwise of money, valuables, computers, or any personal property of the student either in the student's residential space or in university storage areas. Students are urged to purchase their own insurance to cover such losses. The Residence Life office works with a company who offers insurance specifically for university students. Information can be found at the Residence Life office or by contacting <a href="http://gradguard.com/school-search">http://gradguard.com/school-search</a> Since family homeowner's insurance policies sometimes provide coverage for the personal property of a family member away at school, students are also encouraged to check with their family's insurance agent regarding policy coverage.
- 18. **RECYCLING AND TRASH REMOVAL:** In accordance with Pennsylvania Act 101, the occupants of the space assigned are responsible to separate recyclable glass, aluminum cans, and paper, and agree to deposit these products in the respective containers outside the hall. Residents are also required to take their trash to the central drop-off location for their building or area.
- 19. VACANT SPACE(s): If a space should become vacant in your room or apartment, the university reserves the right to assign the space without prior notice. You are expected to make adequate space available for roommate(s). Additionally, if you fail to do so, you may be subject to judicial action or additional fees. Based on available spaces students may be given the option to pay the lower occupancy rate (pay double rate for triple room or single rate for double room) to hold an empty space for one semester.
- 18. **REASSIGNMENT PROCESS:** The University reserves the right to temporarily or permanently reassign students to another residence hall space at any time during the term of occupancy.
- 19. ROOM CHANGES: A student may not move from his/her assigned space to another without the prior authorization of the Residence Life office. A request to make such a change must be initiated through the appropriate Residence Director and approved by the Director of Housing. Students who move without authorization may be subject to a fine up to \$200.00 and/or cancellation of their space assignment.
- 20. **REFUNDS:** Room charges are refundable to students who officially withdraw from the University under the same formula and conditions as those applicable to tuition subject to policies published in the Messiah University Catalog.
- 21. STORAGE: Limited and restricted storage is available at one's own risk for students whose home is at least 300 miles from campus. The University assumes no responsibility for any loss or damage of items stored.
- 22. MEDICAL FORMS: All medical forms must be completed and returned to Engle Center (health services) in order for a student to receive a room key for a residential room and building.
- 23. CREDIT REQUIREMENT: Students must enroll & maintain a minimum of 12 credits per semester in order to live in campus housing. Senior students who need to take less than 12 credits in order to graduate may live on-campus for their final semester with the expectation that seniors with a lighter academic load will not cause a distraction for other students. Other exceptions are made by the Director of Housing on an individual basis for any student who is enrolled in less than 12 credits.
- 24. CANCELLATION POLICY: Continuing/Current Students: Any continuing student who chooses to cancel her/his housing contract prior to August 1<sup>st</sup> may do so without penalty. Any cancellation received between August 1<sup>st</sup> and move in day will be subject to a \$100 cancellation fee. After move-in students will be assessed a \$250 cancellation fee in addition to the daily housing rate. Both will be charged the student's account. All cancellations must be in writing and received by the Residence Life Office. Any student who qualifies as a commuter (lives locally with family, part time student, married, 23 years old or older) and decides to live off-

campus for the second semester will not be charged the \$250 cancellation fee if the housing change is made with the Residence Life Office before the last day of the fall 2020 term.

25. NON-DISCRIMINATION: Messiah University does not discriminate on the basis of gender, race, color, disability, or national or ethnic origin in the administration of its educational policies, admissions policies, scholarship and loan programs, and athletic and other university-administered programs. It complies fully with the prohibitions against discrimination on the basis of sex contained in Title IX of the Educational Amendments of 1972. By entering into this agreement, student residents agree to honor and support the University's commitment. Discrimination or harassment of others in violation of this commitment will be cause for dismissal from the residence halls.