

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 the housing application also. Please contact the Office of Residential Life if you are under 18.

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 ResLife sent to your PSU email. This lease and agreement is between the Office of Residential Life and 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 and Dining Agreement and referenced documents, and willingness to be bound by the same.

****This Housing Lease and 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 for their first two academic years. Transfer students who are under the age of 21 by the beginning of the admitted semester, must live on campus for one full academic year. Students who have earned 45 credits by the end of January 2018 will be eligible to reside off-campus for the 2018-19 academic year.

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 matriculated 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 undergraduate academic year (fall and spring semesters) unless starting in the spring or one graduate term (renewable for consecutive terms). Housing accommodations are not provided during vacation periods or any other period when the University is officially closed. Winter term (Early Spring) and summer periods may be contracted separately. Renewal of this lease 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 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 vacations. 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.

C. Payment/Cancellation/Refund (Housing)

1. **General** - The University will establish housing fees yearly 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 and 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 first- and second- year students residing in a residence hall on campus (including Langdon Woods and Merrill Place) are required to be on one of the designated meal plans. Students who are 21 or older and living in a residence hall are not required to be on a meal plan.
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. Upper-class students (3rd year and beyond) regardless of where they live on campus or off-campus are eligible for the meal plan designed for this population.
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 Board FlexCash used at the time the meal plan is invalidated.
- 6. Meal plans and associated Board 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 for more information.

Student Name: _____ PSU ID: _____

Parent Signature of Minor Student: _____ Date: _____

Parent Name Printed: _____