

Terms and Conditions of Contract for Block 22 – 2022- 2023

1. PARTIES AND AGREEMENTS

This contract is an agreement between Pittsburg State University hereinafter referred to as “The University,” and the student. The parties to this contract in consideration of the mutual covenants and regulations set out herein agree as follows:

- A. The University agrees to furnish an apartment to the student in accordance with the terms of this contract.
- B. The student agrees to pay the University an apartment fee in accordance with the terms of this contract. The student also agrees to pay such fees and charges as required by the terms of this contract, these fees could include damages, repairs, etc.
- C. The University reserves the right to refuse to accept a Housing Contract, in situations where appropriate, supporting circumstances exist.
- D. This contract is a legal and binding contract.

2. ELIGIBILITY

- A. Eligibility for occupancy in Block 22 is contingent upon student being a full-time PSU student for each semester (fall/spring) living in the apartment (exceptions will be handled on an individual basis). A full-time student is defined as those students enrolled in ten hours (nine hours for Graduate students) or more and paying a full tuition and fees. Exceptions will be handled on an individual basis. To be eligible to live in Block 22 a student must meet at least one of the following requirements: have lived for two academic semesters or more in a Pitt State residence hall; be 21 years of age or older on or before first day of occupancy; be a transferring student from another institution with 24 hours or more of course credit earned or have earned sufficient credits to be of sophomore academic standing (30 hours of course credit earned) at the university (concurrent enrollment credits earned prior to student’s high school graduation do not qualify); and/or have at least one year of active military service.
- B. Any student who has ever entered a guilty plea or an Alford plea to a felony offense, been placed on probation for or entered into a diversion program for a felony offense, or been convicted of a felony or been convicted of a crime which makes an individual subject to the Kansas Adult Offender Registration Act (K.S.A.22-4901 et seq.) may not be eligible for University Housing.
- C. The Kansas Board of Regents requires state universities to establish policies that require all incoming students residing in university housing to be vaccinated for meningitis. All newly enrolled PSU student living in university-owned group housing are required to be vaccinated for meningitis within the past five (5) years. If vaccination was received greater than 5 years ago, a booster dose will be necessary. In the absence of proof of the meningitis vaccination, an enrollment hold will be applied and the student will be unable to enroll in subsequent semesters. See Bryant Student Health Center website for full details: www.pittstate.edu/health.
- D. Apartments are single occupancy units and will be assigned as single student apartments. Students will not be allowed to have roommates in single units. It is understood that the apartments are used as a single person unit. There are exceptions for the limited number of two bedroom apartments and for those students who are married and meet the qualifications for specific units as determined by University Housing. Students who are legally married may be permitted to live in specified apartments as determined by University Housing, and pay additional fees. Appropriate documentation of legal marriage is

- required. Limited two bedroom apartments are available to same gender roommates. The space and configuration does not allow for accommodation of students with children.
- E. If it is found that the student has made false statements in the application for apartment, or does not qualify for housing under the rules and regulations, the contract may be immediately and automatically terminated.
 - F. Continued possession of the premises after the expiration or termination of the contract does not constitute renewal of the contract.
 - G. The University may terminate this lease or reassign occupant (if available) if the apartment should become uninhabitable because of damage or destruction by fire or other casualty or if the student loses status as an enrolled student for any reason. In such case, the student will be charged all appropriate charges for apartment, damages and cancellation fees, etc.
 - H. The University reserves the right to make assignments of accommodation.

3. CONTRACT PERIOD

This contract is for the period commencing August 7, 2022 (10 am – 5 pm check-in by appointment only, after that date by scheduled appointment during business hours) and ending on July 29, 2023 (check-out deadline of 1 pm). A defined monthly rent amount will be charged according to your assigned apartment classification and includes utilities (gas, electric, water, sewer, trash and internet). Block 22 contract is considered a 12-month contract, not an academic year contract. Any changes to PSU academic calendar does not affect contracting for Block22 as it is a 12 month contract.* (Note: student who continue to contract for same unit from year to year will have continuing access if in good standing with payment/housing).

4. PAYMENT, LATE FEES, STATEMENTS

- A. \$145 application fee and prepayment are due upon completing contract.
- B. Monthly rental payments and other charges are due by the fifth of each month.
- C. Payments are to be paid to the University for housing accommodations, and properly billed charges in accordance with the rate and payment schedule specified in this contract and/or payment plan terms. The Cashiers and Student Accounts office will maintain and publish tuition, housing and fees billing for all students enrolled at Pittsburg State. Billing will be produced each month and notification is then sent to the student's official campus e-mail address. Students will access their e-bills through their GUS portal and will set up other users and notifications. Visit the Cashiers and Student Accounts Website: www.pittstate.edu/office/cashier to view payment dates and options, billing cycle, late fees and other related payment policies.
- D. A late fee will be charged if payment (monthly and properly billed charges) is not received by the fifth of each month. If charges remain unpaid, procedures to evict the student from University housing may be initiated. Housing contract may be terminated if student fails to make the rental payment in time. If charges remain unpaid, past due accounts will be sent to a collection agency and/or the state set-off program for collection. Collection costs will be assessed and added to balance due on these accounts.
- E. Statements are accessible through the student portal (GUS) with your ID and password. Details about the payment options and credit card policies are available online at www.pittstate.edu/office/cashier. Timely payment in accordance with established schedules is not dependent upon receipt of statement.
- F. The student shall be solely liable for the rent due and for the performance of the terms and conditions of this agreement.

- G. Any student who is permitted and/or authorized to occupy an apartment outside the dates of this contract (i.e., early arrival, interim, etc.) are subject to and responsible for all additional charges associated with that occupancy.

5. PAYMENT, LATE FEES, STATEMENTS

Per federal regulations, all financial aid and scholarship recipients must apply the remaining portion of their award, after tuition, to their Housing Contract (regardless of payment plan chosen). The amount applied could be up to a semester or academic year depending on the distribution of the award. The application of financial aid and scholarship awards supersedes the selected payment plan. Any balance due after financial aid and scholarships are applied must be paid according to the selected payment options.

6. OCCUPANCY PROVISIONS

Housing accommodations are rented to the student for the specific purpose of personal residence and may not be sublet or used by residents or outside agencies for any commercial purposes. This contract is not transferable.

7. ASSIGNMENTS

- A. **AUTHORITY.** The University reserves the right to make assignments of accommodation. The University reserves the right to determine the use and assignment for any apartment as needed. No student is guaranteed an exact location, University Housing tries to assign students to preferred apartment styles, but exact locations cannot be guaranteed.
- B. **REASSIGNED.** Students who do not check-in prior to the end of 1st day of classes for that semester or have not notified University Housing of late arrival may be reassigned from their original assignment.

8. VACATING

- A. **POLICY.** Upon termination of this contract for any reason, the student must vacate their assigned location no later than the deadline set by the Department of University Housing.
- B. **PROCEDURES.** The student must follow checkout procedures outlined in the Guide to Hall Living and any special processes for Block 22. Upon cancellation of the contract, the student must complete proper checkout procedures with staff member. During check-out, the staff will record the condition of the apartment for the purpose of assessing cleaning and damage charges as appropriate in regards to the condition of the apartment. Student is responsible for returning all keys issued. The charge for lost keys is \$25.00 for each door key and \$50.00 re-core fee. Apartments are automatically re-cored when keys are lost. Keys are not allowed to be copied. Students who do not properly checkout will be assessed a \$25.00 fee and any other fees resulting from the failure to follow checkout procedures.

9. DAMAGES

- A. The student is responsible for the assigned location and all University owned contents, to include the outside of the room door and will be charged for any and all damages occurring during occupancy. The student is responsible for any destruction, defacement, damage, impairment, or removal of any part of the premises caused by an act or omission of the student or any other guest.
- B. Students who damage University property through negligence or willful actions will be financially liable and subject to disciplinary and legal action. If the identity of the person responsible for damage to University property in public areas cannot be ascertained, the

Department of University Housing may prorate the cost to repair such damages among all or any portion of the residents of the building as the Department may deem fair. All damage charges are due immediately upon receipt of bill.

10. LIABILITY

- A. **PROPERTY.** The University will not be liable for theft, loss or damage to property of the student, including loss from fire, flood, water, wind, or acts of God. Students are responsible for the cost of all damages to the apartment. The University will not be liable for property left in the building after the student vacates (or is expected to vacate) including vacation periods. The University reserves the right to dispose of such property through any manner it deems appropriate. Students are encouraged to carry renter's insurance.
- B. **UPKEEP.** The student will be responsible for keeping the assigned location and its furnishings clean, for cooperating with other residents in the common protection of property, and for advising the staff of any deterioration or malfunction of facilities. Failure or delay in notifying staff of malfunctions or facilities issues can result in cost for damages to the student. Further, the student agrees to utilize public areas, apartment and building equipment, and furnishings in a careful and proper manner. Health and Safety checks will be done throughout the year by Housing Staff and students must be compliant. Student will be charged for excess cleaning costs and damages.
- C. **PERSONAL INJURY.** Students are encouraged to carry medical insurance. The University will not be liable for injuries or death which occurs within its buildings or grounds

11. RIGHT OF ENTRY

The University reserves the right for University personnel to enter the student's apartment for any purpose connected with the interest of the University. The right of entry is discussed in detail in the Guide to Hall Living under Room Entry/Privacy.

12. PREPAYMENT/APPLICATION FEE

Proper payment of \$145 is required when contracting online. Contract cannot be initiated without proper payment. \$145.00 payment includes: \$45 non-refundable application fee and a \$100 contract pre-payment which is applied to first payment.

13. CANCELLATION OF CONTRACT

- A. Block 22 contract is for the duration of dates specified in the contract. Student is responsible for the terms and conditions of the contract. Cancellation charges are noted in 13.B.
- B. Cancellation fees are outlined as follows:
 - Notification Date Charge:
 - *Cancellation prior to 6/15/22 (prior to 11/15/22 for Spring 2023 arrivals) \$45 application fee.
 - *Cancellation 6/15/22 & after (11/15/22 for Spring 2023 arrivals) (including those failing to enroll, canceling enrollment or being academically dismissed) \$45 application fee, plus \$100 cancellation fee, plus rent for the entire month in which cancellation occurs, plus any past due charges
 - *6/15/22 through 7/29/23 (room occupied, remaining enrolled) \$45 application fee, rent for the entire month in which cancellation occurs, plus any past due charges, plus 35% of remaining contract value.
- C. Full month's rent will be charged for the month in which student cancels and leaves, no proration.

- D. The 35% of remaining contract cancellation fee may be waived for students who: graduate; are student teaching; or leave campus for training authorized through an academic department. Student will be required to obtain documentation verifying this information from Registrars or their academic department and submit to University Housing in advance. Final approval from University Housing will be required before these fees may be waived. Other fees associated with cancellation of contract and other properly billed charges will apply.
- E. All notification regarding cancellation must be in writing and made directly to the Department of University Housing. Prior to check-in, notification date will be determined by postmark or by date of delivery to the Department of University Housing. All cancellations must be approved by University Housing after check-in. After check-in, the official cancellation date will be determined when all of the following are completed; signed cancellation request is submitted to University Housing Office and is approved, proper checkout with building staff, RIC is signed, personal items removed, and all keys returned. This date serves as the ending date for cancellation fees and other properly billed charges.
- F. Any student who is permitted and/or authorized to occupy an assignment outside the dates of this contract (i.e., early arrival, etc.) are subject to all applicable cancellation charges based on date of occupancy (see Item #13B).
- G. Federal Financial Aid regulations may prevent the use of federal aid dollars to cover cancellation fees and other non-refundable fees. Students need to consult with the Student Financial Assistance office in regards to this issue.
- H. Students who do not check into their assigned location by the "Last day for late enrollment" for that semester (as listed in the official university calendar) will automatically have their housing and dining contract cancelled as per that date, all cancellations fees will apply.

14. TERMINATION BY UNIVERSITY

- A. The University may terminate this contract if the student fails to fulfill financial obligations specified in this contract or if the student violates any of the terms of this contract or published University or University Housing policy. In such cases, the student will be charged a cancellation fee of 35% of the remainder of contract price plus rate for the time occupied.
- B. The University may terminate this contract if the student is charged or convicted of a crime or crimes against persons or involving any other conduct that may threaten the safety or security of other residents. In such cases, the student will be charged a cancellation fee of 35% of the remainder of contract price, plus rent for the entire month of cancellation, plus any other past due charges.
- C. The University may terminate this contract if the student loses status as an enrolled student for any reason. In such case, the resident will be charged apartment fees for the time occupied in apartment and cancellation fees or other fees (if applicable).
- D. The University cannot be held liable for and reserves the right to terminate this contract if the location or apartment should become uninhabitable due to public health emergency and/or damage or destruction by fire, weather or other casualty. In such cases, the contract will be terminated, the student will be charged room and board fees for the time occupied.

15. SERVICES BY UNIVERSITY

The University agrees to provide utilities to the student. The student agrees to use the utilities in a conservative, economic, and efficient manner. The University will not be liable for any delay or interruption in services (including heating or air-conditioning, water, steam, GUSNET, Internet,

etc.) resulting from causes beyond its control, and such interruptions will not relieve the student from the obligation of this contract.

16. ACCOMMODATING STUDENTS WITH DISABILITIES

In accordance with The Rehabilitation Act of 1972 and the Americans with Disabilities Act, Pittsburg State University provides necessary services for students with disabilities. The University will provide reasonable accommodations for students with identified physical, mental, emotional, multiple and learning disability limitations. Students with a disability which requires special consideration in housing accommodations must identify the needs and work with University Housing personnel and the Center for Student Accommodations Coordinator to meet those needs. Please begin by selecting <http://www.pittstate.edu/office/center-for-student-accommodations/>

- A. Click on the "Online Forms", select Request for Residence Hall Accommodation. Complete and return form as instructed.
- B. Specified apartments are specifically adapted for accommodating eligible disabled students (permanent and/or progressive). Students with a qualifying disability will receive priority in assignment to these locations. Non-disabled students may request and be assigned to these locations in circumstances where no requests for accommodations from eligible disabled students exist. The University reserves the right to reassign to alternate space non-disabled students occupying a space designated as specifically adapted for accommodating eligible disabled students. Students required to relocate under these circumstances are required to do so within 72 hours of receipt of notice.

17. WEAPONS

Pittsburg State will be in accordance with Kansas Board of Regents policy. Pittsburg State University's full weapons policy is available online at www.pittstate.edu/weaponpolicy.

18. TOBACCO FREE CAMPUS

Pittsburg State University (PSU) is a tobacco free campus, as such the use or sale of tobacco products on PSU owned, operated or leased property is prohibited. This policy applies to all individuals. In addition to cigarettes, this policy applies to smokeless tobacco and e-cigarettes. The policy covers, but is not limited to, building, university grounds, parking areas, walkways, recreational and sporting facilities. Failure to abide by University policy may result in contract termination. This policy includes all apartments. To view the full Tobacco Free policy visit www.pittstate.edu/tobaccofree.

19. APARTMENT EXTERIOR

- A. The sidewalks, driveways, patio areas and outside areas connected to apartment buildings shall not be blocked or obstructed in any manner nor may these areas be used for storage. This also includes hallways, stairwells and common areas in the buildings.
- B. Parking is only permitted in the designated areas. More details will be communicated at move in.
- C. Students agree not to place any rubbish, garbage, waste paper, and other disposables in hallways, stairwells, common areas, parking area, grounds or building exterior. Trash and such items shall be carried to the central disposal site.
- D. No outside antenna or wiring of any type for radio, TV, electronic, or similar equipment is permitted.
- E. All bicycles must be stored in the designated area.

- F. The outsides of entrance doors and the outsides of windows are considered public viewing areas. Residents are encouraged to be considerate of the other members of the community when displaying material in these areas. Anyone who feels that an item in a public viewing area is inappropriate may request that the Manager or University Housing review it. Items cannot be placed on the exterior of your room door.

20. APARTMENT INTERIOR

- A. Student understands that authorized University personnel may enter if an emergency or safety issues arises. If violations of the contract agreement or University policies and procedures are apparent, personnel may enter after twenty-four hours notice has been provided in writing to the occupant.
- B. Student agrees to provide entry for maintenance, custodial services, staff and for pest extermination procedures. University Housing will provide pest control spraying of the general areas (open areas, baseboards, etc.) of each apartment during the year. Infestation which requires spraying frequency in excess or which requires spraying beyond general areas included in the scheduled spraying will result in a \$25 charge assessed to the tenant for each spraying required to remedy the infestation (as determined by the University Housing personnel in consultation with pest control contractor). Tenants are required to maintain sanitary conditions to standards which deter pest infestation. Tenants are further required to comply with all instructions and conditions provided by University Housing personnel in maintaining required sanitary conditions and in eliminating pest infestations. Any special treatments may result in charges to the student, including treatment for bed bugs.
- C. Students shall not do self-repairs. Students must notify the staff or University Housing for service, following established maintenance procedures. Any repairs done by student will be subject to charges as deemed appropriate by the Director of University Housing or designee.
- D. Students shall not alter interior construction, including paint finishes. Small or light pictures or other personal items may be attached to the walls by use of small nails. Discretion shall be used for hanging items. Do not drive screws, bolts, or nails into the walls, ceilings or woodwork. Do not use double stick tape, adhesive squares, and contact paper on any areas of apartment. Items cannot be hung or attached to the ceilings, doors, cabinets, closets, etc.
- E. Maintenance or utility closets are not to be used for storage of any kind. Sinks, showers, toilets and other water apparatus, shall be used only for the purpose of which they were built, no alterations are permitted to these items. No sweepings, rubbish, rags, soiled paper, ashes, food or food particles and products including grease, shall be emptied into the drain.
- F. Student will have NO PETS. Keeping or harboring cats, dogs, reptiles or other animals, etc. on the premises is prohibited, except for: fish in a tank not to exceed 10 gallons. This applies to any visitor to the apartment regardless of length of visit.
- G. Student agrees to maintain the premises in clean and safe condition, and not to permit damage to the premises, normal wear and tear accepted. These apartments are in historic buildings and all interiors must be taken care of with extreme care by students. Apartment Health and Safety checks will be done throughout the year, students must comply with schedule and be compliant.
- H. Student agrees to maintain all appliances and will be responsible for cleaning, following instructions and using appliances for the purpose of which they were built. The Staff will be doing periodic facility checks of apartments throughout the year. Students agree to provide entry for these facility checks as scheduled.
- I. Cooking with grease is prohibited.

- J. Student shall neither place nor use waterbeds in the University apartments.
- K. Student is not allowed to tamper with fire safety equipment.
- L. All Housing owned furniture must remain in apartment at all times, no furniture removal allowed. No additional furniture is allowed. Periodic facility checks of apartments will be done. Student agree to provide entry for these facility checks on monthly basis.
- M. Students are not allowed to store items in hallways or other areas outside of their apartment.
- N. Candles, incense, open flames, and other fire hazards are not allowed. No open flames, candles, candle warmers, and wax warmers (including but not limited to Scentsy's and hot plates) of any type are allowed in the apartments. Halogen lamps and burning of incense is also strictly prohibited.
- O. Student must follow all fire and safety protocol.

21. Behavior

A. Conduct

- i. Student shall not engage in any conduct that will disturb the quiet and peaceful enjoyment of neighbors, nor shall student permit guests to disturb the peace.
- ii. Student shall not play instruments or equipment at such hours and at such volume as to disturb other building occupants.

B. Failure to Comply

- i. A student's failure to comply within the rules and regulations listed in this contract shall be considered a breach of the contract agreement and may result in automatic and immediate termination of the contract.
- ii. Students will be responsible for all fees and charges as per contract.

22. CONTRACT ENFORCEMENT

- A. **WAIVE.** The failure of the University to insist upon a strict performance of any term or condition of this contract or to exercise any right conferred by this contract will not be considered a relinquishment of the right to do so.
- B. **VALIDITY.** If any section or subsection of this contract becomes invalid, this will not affect the validity of the remainder of this contract.

23. RULES AND REGULATIONS

Upon signature (approval) of the contract, the student agrees to abide by all University and University Housing rules, regulations, and policies, including those contained in regards to GUSNET, the Guide to Hall Living and Block 22 apartment guidelines. These rules, regulations, and policies, along with any reasonable alterations, communicated to residents, will be considered a part of this contract with the same force and effect as though written herein.