

**Youngstown State University Online Housing Contract
2009-2010 ACADEMIC YEAR**

I. AGREEMENT PERIOD

A. Upon the execution of this agreement by both parties and payment of the security deposit, this contract becomes effective and constitutes a **binding agreement for the entire ACADEMIC YEAR (BOTH FALL AND SPRING SEMESTERS, excluding breaks)** or the remaining portion thereof subject to terms and conditions herein stated.

B. ANY STUDENT WHO REMAINS ENROLLED IN THE UNIVERSITY BUT LEAVES UNIVERSITY HOUSING DURING THE CONTRACT PERIOD WITHOUT BEING RELEASED FROM THIS AGREEMENT CONTINUES TO BE LIABLE FOR ALL THE CHARGES FOR THE FULL ACADEMIC YEAR CONTRACT PERIOD.

C. This agreement is a legal contract between Youngstown State University and the individual student. It entitles the student to the use of residence hall accommodations only in such manner set forth herein. This contract is a license to use the residence hall and shall not be construed as a rental agreement. The student must sign this contract. If the student is under 18 years of age their parent or legal guardian must also sign it.

II. ROOM AND BOARD SERVICE CHARGES

A. The student must submit, before being assigned to a room, a security deposit of \$200.00 that holds the room reservation for the academic year. The security deposit will not be refunded to those who decide not to attend Youngstown State University or not to reside in University Housing for a full year.

B. The student is required to maintain with Youngstown State University the \$200 security deposit during the term of this agreement. The \$200 security deposit is also held as a security against damages to the residence hall facility and furnishings and to ensure compliance with checkout procedures. The deposit is refundable only to those students who complete the full term of this agreement in University Housing. The deposit is returned to the student after checkout, provided inspection indicates facilities are in satisfactory condition and prescribed checkout procedures were followed. Prescribed checkout procedures are given to each student upon check-in and upon request. To receive maximum refund these procedures must be followed. The resident student is also responsible for any damage charges that give him/her a negative balance.

C. Room and board charges and damages are billed each semester.

III. PAYMENT SCHEDULE

All charges must be paid on or before billing due dates as established by the University. This offer for housing may be withdrawn by the University if charges are not paid by due dates.

IV. WITHDRAWAL AND CANCELLATION

IT IS UNDERSTOOD THAT THIS AGREEMENT IS FOR TWO SEMESTERS--FALL AND SPRING OR THE REMAINING PORTIONS THEREOF.

A. REFUNDS FOR STUDENTS WHO REMAIN ENROLLED

A student may cancel this contract provided a written notice of cancellation is received by the Office of Housing & Residence Life on or before August 1 for a contract that begins with Fall Semester. If notice is given by August 1, any payment for room and board prepaid for a semester will be refunded except for the \$200.00 security deposit.

STUDENTS WISHING TO BE RELEASED FROM THEIR CONTRACT AFTER AUGUST 1, WHO REMAIN ENROLLED FOR FALL SEMESTER MUST REQUEST PERMISSION FROM THE HOUSING CONTRACT REVIEW BOARD. After August 1, any student who remains enrolled in the University continues to be liable for all

the room and board charges for the full academic year contract period unless the student is released from the contract. For contracts that begin Spring Semester, cancellation notice must be 15 days prior to the check-in day for that semester.

B. STUDENTS WHO WISH TO LEAVE HOUSING AND REMAIN ENROLLED

Students who remain enrolled in the University but wish to be released from their Housing Agreement must formally request to be released. Requests to leave housing must indicate serious issues such as medical constraints, change in financial capabilities or students who are leaving the University. Requests must be submitted to the Director of Housing & Residence Life in writing by deadlines established by the University. All requests are reviewed by the Housing Contract Review Board. Decisions of this board are final. Any student who remains enrolled in the University but leaves University housing during the contract period without being released from this agreement continues to be liable for all the room and board charges for the full academic year contract period.

C. STUDENTS RELEASED FROM THE HOUSING CONTRACT

If a student is permitted to withdraw from the University or is released from their contract prior to or during an academic semester, the student is liable, and will be charged a prorated percentage of fees for that semester based on the number of weeks the student stayed in housing prior to his/her release. After August 1st or 15 days prior to spring semester check-in, the minimum amount charged to a student will be the prorated percentage of housing fees based on one week of housing. The \$200 security deposit is not refunded. Date of Release is date Housing & Residence Life receives written notification of cancellation from student and (if applicable) student has been checked out of his/her room in accordance with Housing & Residence Life checkout procedures.

D. Both housing fees and meal points (if applicable) are prorated on a weekly basis if a student is permitted to leave University Housing. Unused meal points are not refunded.

E. No refund is given to students who are removed for disciplinary reasons.

V. CONDITIONS OF OCCUPANCY

A. The room shall be available for occupancy on the Sunday before classes begin (check-in 10 a.m. - 4 p.m.) for each semester. AT THE END OF EACH SEMESTER RESIDENTS MUST VACATE THE BUILDING WITHIN 24 HOURS FOLLOWING THEIR LAST FINAL EXAMINATION.

B. Students who need housing during all or part of any breaks (i.e. Thanksgiving, Winter Break, Spring Break) during fall and spring semesters must request permission from the University in writing at least two weeks prior to the start of the applicable break. Students who are granted break housing might be assigned to temporary accommodations other than their room. There is an additional charge for break housing. Break housing residents are expected to adhere to all break policies (i.e. limited guest hours, meal allotment).

C. Students living in Cafaro, Kilcawley and Lyden Houses are required to participate in the University food service plan. Students living in Weller House may do so at their option. Any student on a meal plan who is permitted to leave University Housing is responsible for the cost of meal points used that goes beyond the prorated weekly meal point allotment. Unused meal points are not refunded. Dining availability (for students with meal service) is as follows: Fall Semester—starts at breakfast on the Thursday before classes begin and ends at dinner on Friday of finals week. Spring Semester—starts at breakfast on the day before classes begin and ends at dinner on Friday of finals week. Note: NO SERVICE IS PROVIDED ON DAYS WHEN THE UNIVERSITY IS OFFICIALLY CLOSED. SEE CALENDAR IN YSU BULLETIN. Meals are Monday-Friday: Breakfast, Lunch, Dinner; Saturday-Sunday: Brunch, Dinner.

D. Rooms will be inspected upon check-in. Any deficiencies in the room must be noted at that time and acknowledged by the student and the University's representative. The student is responsible for the cleanliness and care of his/her room and, as a condition of this contract, agrees to University representatives inspecting the room periodically. The student also agrees that repair persons shall be admitted as necessary (however, effort will be made to have the student notified). The right is reserved to enter a room in an emergency situation (health, safety, or general welfare) also.

E. All students will receive a copy of the Resident Handbook during the initial check-in period. It is the student's responsibility to read, understand, and comply with the stated regulations in the Resident Handbook. Additional copies are available in the Office of Housing & Residence Life and via our website. Violation of these regulations will result in sanctions that may include removal from the residence hall and/or suspension from the University. Violation of regulations may result in referral for further disciplinary action through the University Student Conduct Board.

F. When room vacancies occur, the University reserves the right to show rooms and assign new occupants to fill those vacancies. At the option of the University a remaining occupant may be allowed to find a suitable roommate to fill the vacancy or continue to occupy the room and pay the appropriate single rate. The University reserves the right to reassign the remaining occupants of a room or apartment to different accommodations.

G. The University does not insure the student for personal injury or property damage that a student may sustain by use of these facilities. The student and the parent or guardian, if this contract is signed by them, shall indemnify and hold the University harmless against any and all loss, cost or expense which the student may sustain arising out of or connected with the use of these facilities by the student unless caused by the negligence of the university or its employees.

H. The student resident must be covered by the University Health and Accident Insurance Policy (provided by Victor Buck Insurance Agency) or provide evidence of equal coverage. The student is responsible for contacting Victor Buck Insurance Agency to acquire an insurance policy. **IF THE STUDENT DOES NOT PROVIDE EVIDENCE OF INSURANCE IN THE DESIGNATED SPACE OF THIS DOCUMENT, THE STUDENT WILL BE DENIED HOUSING UPON ARRIVAL.**

I. The University reserves all rights in connection with assignment of rooms.

J. A student whose actions or state of health are determined by the Director of Housing & Residence Life to be detrimental to the welfare of the student and/or student living group will be requested to withdraw from housing covered by this contract and/or may be refused reassignment. By executing this agreement the student agrees to honor such request if made. In such instances, refund will be made where appropriate in conformity with this contract.

K. Each resident is responsible for breakage or damage in their room or for breakage or damage they have caused in another room or public or group area within the residence hall. Residents shall be collectively responsible for damage in public or group areas of the residence hall if the specific person or persons responsible are not identified.

L. The University reserves the right to repossess student rooms and residence hall facilities in the event of an epidemic or other emergency. In the event of damage by fire, water, steam or other agents that render a room wholly unfit for occupancy, the University reserves the right to reassign the student to alternate housing accommodations. If alternate accommodations are not available, the housing agreement may be terminated.

M. A resident student who wishes to park an automobile on campus must purchase an on-campus parking permit.

N. All residents in University Housing must be enrolled full-time at the beginning of each semester and must remain enrolled throughout the contract period. The student is responsible for informing Housing & Residence Life of any change in his/her status, which would make him/her ineligible to be a resident.

O. The student must submit to the Office of Housing & Residence Life, as required by the state of Ohio, whether or not the student has been vaccinated against Meningitis and Hepatitis B.

P. The student must complete the Criminal Background Verification and Authorization portion of this contract before a room will be assigned.

VI. CRIMINAL BACKGROUND VERIFICATION AND AUTHORIZATION

A. The Office of Housing & Residence Life is charged with supporting the academic needs of students by providing programs that support personal growth, development and student success. Likewise, Housing & Residence Life provides facilities that are responsibly maintained and conducive to sleep and study. Of paramount concern in all Housing & Residence Life initiatives are the health, welfare and safety of our students who reside in University Housing, and the protection and preservation of their property. As a component of such, the Housing Contract will inquire as to the existence and nature of criminal backgrounds. This policy shall apply to, without limitation, any individual graduate or undergraduate requesting housing on campus or currently residing on campus. All applicants are required to report such information in order to have their application considered complete and in order to determine their eligibility to reside in the residence halls. Conviction of a crime may not necessarily render the applicant ineligible for University Housing, but the nature of the conviction, circumstances and/or time of the occurrence may be considered in the processing of each application.

B. New and returning housing applicants and others as designated by the Director of Housing & Residence Life shall be required to provide information regarding their criminal history and background information as part of the housing process on forms provided for that purpose. Failure to disclose criminal history as required, or providing false or misleading information, shall constitute sufficient grounds for disqualifying a candidate for housing and may result in disciplinary action, up to and including dismissal.

C. "A plea of guilty to, a finding of guilty by a referee, jury or court of, or conviction" of any of the following may disqualify an applicant from residing on campus:

- (1) A felony;
- (2) A sexual offense, as defined in chapter 2907 of the revised code
- (3) An offense of violence, as defined in section 2901.01(A) (9)(a) of the revised code
- (4) A theft offense, as defined in section 2913.01(K)(1) of the revised code
- (5) A drug abuse offense, as defined in section 2925.01(G) of the revised code
- (6) Substantially comparable conduct to (1) through (5) above, occurring in a jurisdiction outside the state of Ohio.

D. Residents of University Housing who are charged with an offense described above during occupancy are subject to interim suspension from the residence halls until such time as the matter is finally adjudicated or dismissed. Upon a "plea of guilty, a finding of guilty by a referee, jury or court of, or conviction of any such offenses," the individual's contract and housing status shall be subject to review and/or termination, per the conditions outlined in the agreement. All students must complete the Criminal Background Verification and Authorization portion of this contract before a room will be assigned.

E. VERIFICATION OF INFORMATION

By completing the Criminal Background Verification and Authorization portion of this contract the student hereby certifies that all information provided on the housing contract is accurate and complete. The student understands that information may be verified at any time, including random verification, and any misrepresentation of information provided may be considered cause for termination of the housing contract and/or disciplinary action.

F. CRIMINAL BACKGROUND INFORMATION

Have you ever entered a plea of guilty; been found guilty by a referee, jury or court; and/or been convicted of a felony or misdemeanor?

No, I have never entered a plea of guilty, been found guilty or been convicted

Yes, I have entered a plea of guilty, been found guilty or been convicted

Do you have any current charges or actions pending?

No, I have no current charges or actions pending

Yes, I have current charges or actions pending

G. The student hereby consents to a criminal background search and authorizes Youngstown State University to obtain and review criminal records and dispositions as part of the application to reside in University Housing. The student understands that before the student is denied the opportunity to reside in University Housing on the basis of information received from a criminal background check, the student may request and will be provided with a copy of the information. The student must notify Youngstown State University of any challenge to accuracy of any information concerning the criminal background check within five business days of receipt of the report. The University will not make a final decision regarding eligibility to reside in the University Housing until the student has had a reasonable opportunity to address the accuracy of the information. The student hereby consents to a criminal background search being conducted through the Ohio Attorney General's WebCheck or National WebCheck Program or other method deemed appropriate by Youngstown State University. The student understands that the results of a criminal background check will be made a part of the education record; but inasmuch as such records are public records, may be subject to disclosure pursuant to Ohio's public records law.

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I UNDERSTAND THESE TERMS AND CONDITIONS, INCLUDING THAT THIS CONTRACT IS FOR THE ENTIRE ACADEMIC YEAR—FALL AND SPRING SEMESTERS. IF I WISH TO BE RELEASED FROM MY CONTRACT I KNOW THAT I MUST FILL OUT A REQUEST AND THAT MY REQUEST MUST ADDRESS SERIOUS ISSUES SUCH AS MEDICAL OR FINANCIAL CONSTRAINTS.

Do you acknowledge that you have read and agree to each and every provision of this contract?

I agree to the terms stated

REQUIRED IMMUNIZATION INFORMATION

According to Ohio 125th General Assembly Act effective July 1, 2005, I/We, the parents, guardians or student, age 18 years or older, have received information from the Ohio Health Department about the benefits of immunization against MENINGITIS and HEPATITIS B for students living in campus housing.

In addition, I am aware that the Center for Disease Control and the American College Health Association strongly recommend the vaccination of college age students with the meningococcal (Menomune) vaccine.

YES, continue to vaccination information

NO, see website: www.odh.ohio.gov/odhPrograms/idc/immunize/imminindex1.aspx for information about Meningitis and Hepatitis B

I, the student, or my child has been vaccinated against meningococcal meningitis.

Yes, I have been vaccinated against meningococcal meningitis

No, I have not been vaccinated against meningococcal meningitis

I, the student, or my child has been vaccinated against Hepatitis B.

Yes, I have been vaccinated against Hepatitis B

No, I have not been vaccinated against Hepatitis B

REQUIRED CRIMINAL BACKGROUND INFORMATION

Have you ever entered a plea of guilty; been found guilty by a referee, jury or court; and/or been convicted of a felony or misdemeanor?

No, I have never entered a plea of guilty, been found guilty or been convicted

Yes, I have entered a plea of guilty, been found guilty or been convicted

Do you have any current charges or actions pending?

No, I have no current charges or actions pending

Yes, I have current charges or actions pending

HEALTH INSURANCE COMPANY

Please provide the name of your health insurance carrier. If you do not provide the name of your insurance carrier in the designated space you will be denied housing upon your arrival

ELECTRONIC SIGNATURE

By signing this form I indicate that I have read and understood all terms held within and have answered the required immunization, criminal background, and insurance company questions honestly and accurately. If I am under the age of 18 additional information will be sent to me including a form that my parent/guardian must sign.

First Name

Last Name

Date