

Housing Contract

In signing this contract, each student agrees to accept all terms and conditions pertaining to the occupancy of a residence facility at York College of Pennsylvania, including College residential status for the full academic year. Read the terms carefully and contact the Residence Life Office if you have any questions. (Revised 10/08)

OCCUPANCY:

- All College housing assignments are made for the entire academic year, and students are obligated to maintain their College housing status for the full academic year. All students living in traditional and suite-style residence halls are required to purchase a full College meal plan. Charges are made on a semester basis. A requirement to participate in one of the College's meal plan options beyond traditional and suite-style residence halls is currently being explored; if enacted, this will be phased in starting with the entering class in Fall 2009.**
 - All residents must be of traditional college age, single, full-time undergraduate students with satisfactory academic progress in order to reside on campus. Exceptions may be made as conditions permit. Part-time students may apply to live on campus. Students that are currently in housing as full-time students, and drop below full-time status, are required to fulfill their housing contract, if they remain a current York College student.
 - Assignments for all students are made on a space available basis. All spaces are assigned without reference to religion, color, race, or age. Students with severe physical disabilities may be required to have live-in attendants.
 - A student may occupy the space assigned from the date designated for the official opening of the hall through the day of his/her last final examination, but not during official College recesses.
 - If a student withdraws from the College, he/she must vacate the residence facility within 24 hours of the date of withdrawal.
 - Occupancy is limited to the student(s) assigned to that room/apartment.
 - A guarantee cannot be made concerning the number of occupants in a room.
 - The College reserves the right to make changes in space/residence hall assignments and to change or alter living arrangements in its residence facilities whenever it is deemed necessary. When circumstances warrant, the director of Residence Life may make room/apt. or building assignment changes in the interest of the health, safety, and welfare of the individual and community-at-large. The College reserves the right to use rooms and furnishings as needed during official College vacations.**
 - Continuing students, contingent on payment of all fees and individual records, have the opportunity to select their residence upon a space-available basis through the terms of the room selection process.
 - This contract will go into effect at the time of its signing and will terminate at 5 p.m. on the last day of your final examinations for the spring semester.
 - Any resident terminated for disciplinary, financial, health, or safety reasons will not be allowed to reside in any other on-campus facility. Any resident terminated for disciplinary reasons may not be allowed visitation for the term of his/her sanction. There are NO REFUNDS for loss of housing due to disciplinary action.
- federal and state laws in addition to all College regulations governing student conduct and responsibility. Copies of pertinent official College publications are available in each residence hall desk area.
- Residents are under a continuous obligation to be considerate of their fellow students. Inconsiderate, lewd, or obscene behavior, including excessive noise or other residence hall violations, will be subject to review by a member of the Residence Life professional staff. Conduct which endangers the safety of property, or the health and safety of others, is prohibited.
 - Representatives of the College are authorized to enter a student's room to determine occupancy, to inspect its contents for health and safety reasons, and to provide for maintenance or make repairs. Effort shall be made to notify the occupants in advance of such entry. The College reserves the right to search a room when a policy violation is suspected. Appropriate law enforcement agencies may be contacted if necessary.
 - Excessive litter or dirt caused by residents, must be cleaned by the residents responsible or a damage bill will result.
 - Residents are responsible for the care and cleaning of their rooms. A resident may not install equipment, make alterations, or make repairs without prior permission. Illegal items may be confiscated by Residence Life staff.
 - Personal items may not be stored in a residence facility over the summer. It is understood that the College assumes no responsibility for the loss, theft, or damage to personal property. When a student vacates his/her residence, all personal possessions must be removed. The College staff will dispose of any item left behind. Personal items stored during College recess remain on campus at the resident's risk of loss. **Students are encouraged to obtain renter's insurance and/or check with their parent's homeowner's policy to see if their belongings at college are covered.**
 - When first occupying or vacating an assigned room, the student is responsible for carefully checking the condition of the room and its equipment with a staff member, using forms provided by the Residence Life Office. Upon vacating a room, residents must close and lock their room door and sign a provisional check-out form. Final room damage and common area damage assessments will be made by the Residence Life staff in conjunction with Campus Operations after all residents have officially vacated the facility. The College holds each student responsible for the loss or damage of property beyond normal wear and tear. If two or more students occupy a room in which damage has been done, each individual is liable for a proportionate amount of the damage, unless the responsibility is voluntarily assumed by one of the occupants.
 - A deposit of \$100 is collected from each resident student before he/she is permitted to occupy a room. Charges are assessed for damage, excessive cleaning required, or removal of College property from the rooms (screens, beds, mattresses and frames, etc.) as well as common area (hallway and lounge) damage. When property loss or damage cannot be attributed to the person or persons responsible, the cost will be assessed to the residents of the floor where the damage occurred or to all the students in the building on a prorated basis. This is known as community billing. An individual held responsible for damages greater than \$100 will be billed accordingly. Unassessed amounts of the initial \$100 security deposit will be returned by mail in June or within 30 business days of the student vacating the residence. Any appeals, requests for information, or billing adjustments must be forwarded in writing to the director of Residence Life within 30 days of receipt of the bill/refund.

CONDITIONS OF OCCUPANCY:

- All students living in a College residence facility are subject to the provisions of the College's policies governing student conduct and discipline. Students are responsible for knowing and observing College regulations and procedures, as set forth in official publications. Students must note that as citizens they are subject to all

9. Each resident student is given a room key when he/she initially checks in. Missing or stolen keys will be replaced at the current charge. Keys must be returned to staff members when a student vacates the residence hall or changes rooms. If the student does not return the key when he/she vacates his/her room, he/she will incur a financial charge. The student will also incur a financial charge if he/she duplicates the key without permission. In these cases, the resident will be charged for a lock replacement.
 10. All residents must evacuate their residence hall whenever a fire alarm sounds. False alarms and tampering with fire equipment, particularly smoke detectors, is prohibited by State Law and violators will be subject to disciplinary action by the College as well as criminal prosecution. False alarms will result in a service charge. This charge will be assessed against all the residents of the hall if the person responsible for the alarm has not been identified.
 11. Any threat to the health and safety of residents or damage to property will not be tolerated. The presence, possession and/or usage of the following items is prohibited: A) firearms, fireworks, explosives, dangerous weapons, or other incendiary devices; B) combustible materials, tapestry over light fixtures, wicker wastebaskets, candles, incense, room air conditioners, electric heaters, halogen lamps, barbecue grills, inadequate/unsafe extension or appliance cords, any resistance principle/high voltage; C) narcotics and/or illegal drugs, drug paraphernalia; D) waterbeds, weightlifting equipment; E) official or public signs; F) alcohol and/or large quantities of alcoholic containers, full or empty; G) loud musical instruments e.g., drums, electric guitars, power amplifiers, etc; H) darts and dartboards; I) excess dirt or litter, unsanitary or hazardous conditions, or decorations deemed unsafe by College officials; J) removal of screens from windows and misuse of College property and/or furniture (including moving furniture from a room or building). K) No cooking is allowed in student rooms or other unapproved areas except in apartment facilities. Small appliances are only allowed in on-campus apartments and small houses. Personal microwaves are not allowed in traditional or suite-style residence hall facilities, unless purchased through the rental program offered. Only refrigerator/microwave combo units will be offered through the rental program. This is to ensure proper electrical specifications. Please consult the *Student Handbook* for refrigerator specifications and microwave usage in apartments.
 12. Any acts of reckless endangerment, such as fighting, hitting, throwing, or kicking of objects inside a residence hall or throwing of items out of, off of, or up to the hall are prohibited.
 13. All pets except fish (no larger than a 10 gallon tank) are prohibited in the residence halls. In addition, lab specimens are also prohibited.
 14. Bicycles, motorcycles, and mopeds are not allowed in residence halls. These items must be stored in designated areas outside each residence hall at the student's risk. Open bike racks are available for student use. Under no circumstances are these items allowed within the residence halls.
 15. Students are not permitted to use their rooms or facilities in the residence halls for any commercial or illegal purposes. Neither may solicitors, salespersons or agents, whether students or others, contact students in the residence halls for any commercial purpose. Gambling or games of chance are not permitted in the residence halls or anywhere on campus.
 16. York College prohibits smoking because of its hazard to health and does not permit smoking in any College residence halls.
 17. Overnight guests of the same sex as the resident are allowed in the residence hall on any night provided there is a roommate's written consent for the use of the bed and that the stay does not exceed beyond two nights per week on campus. The residence halls are open to guests when the front desk is in operation. All nonresidents must sign in and out at the front desk. Failure to adhere to the sign-in/sign-out system may result in termination of your visitation privileges or termination of this contract.
- Area Coordinators have final approval of all overnight guests. All overnight guests must be 18 years of age or older.
18. Tapping into any of the utility services in the residence halls (cable TV, electricity, water, etc.) is strictly prohibited, as is using any electrical equipment that requires more than the normal amount of current.
 19. Each hall establishes a schedule of hours when restrictions on noise are maintained above and beyond the College "quiet hours." This is to ensure privacy, to maintain respect for the rights of others, and to encourage an academic environment.
 20. Students eating in Johnson Dining Hall are expected to bus their own dishes/utensils, not to remove food/dishes/utensils from the building, and not to participate in behavior inappropriate to community dining.
 21. Temporary Triples - For every two weeks that you are living in a temporary triple situation, you will receive a predetermined refund. The Residence Life Office will process the information to the Business Office for your refund checks. Several days are required for processing and the check will be mailed to the student's College address.
 22. **First year through third year full-time students (less than 90 credits) of traditional college age, including transfers and readmits (who have graduated from high school within four years) are required to live in YCP residence facilities or to commute from the home of a parent/guardian/relative until they have attained senior status, which is equivalent to 90 credits.**
 - a. *Students with 100 or more credits must apply to live on campus. Housing is not guaranteed, and applications will be reviewed based on space. Priority will be given to students that will be living in College housing for the full academic year.*
 - b. Eligible full-time students (90+ credits) may live off campus, with the authorization of the Residence Life Office, in a dwelling unit which is not the domicile of a parent/guardian/relative if they:
 - (1) fill out and complete an off-campus application.
 - (2) are in academic good standing and discipline standing.
 - (3) select a dwelling unit licensed by the City of York or relevant municipality.
 - (4) attend a mandatory meeting regarding off-campus housing policies and expectations.
 - (5) confirm in writing their understanding that York College of Pennsylvania does not warrant the suitability or safety of the off-campus dwelling unit they plan to occupy and that the student is responsible to ascertain that the unit is suitable, safe, and in compliance with applicable law.
 - c. Students with less than 90 credits may apply to live off campus through the off-campus application process, which is based on credits. In addition, they must meet all of the criteria mentioned above. ***Not all students that apply will receive permission to live off campus. We discourage students from signing leases until they have been granted permission to reside off campus.*** Please see off-campus application process section in the student handbook for full procedures.
 - d. On-campus students wishing to commute from the domicile of a parent/guardian/relative must make this request in writing to the director of Residence Life no later than February 15 of the current academic year. They must also live within 25 miles of York College of Pennsylvania. If a request after the 15th is made, you may be denied.
 - e. Violations of the Housing Policy (on and off campus) shall be adjudicated through College disciplinary channels. We encourage all students to be aware of their rights and responsibilities regarding occupancy and safety. These ordinances vary according to the municipality in which the home/apartment is located. Check with the local borough or township office for ordinances that apply to that locality.

Residents must follow published College policies, rules and regulations including residence hall regulations, policies pertaining to student organizations and activities, the use of College facilities, and registration procedures.