

THE RETURNING STUDENT HOUSING CONTRACT IS A LEGALLY BINDING AGREEMENT FOR A FULL ACADEMIC YEAR AND APPLIES TO ANY RESIDENTIAL SPACE ON CAMPUS. STUDENTS SUBMITTING THIS CONTRACT ARE MAKING A COMMITMENT TO LIVE ON CAMPUS FOR ONE FULL ACADEMIC YEAR. STUDENTS WISHING TO RESIDE ON CAMPUS MUST PROVIDE DOCUMENTATION OF HAVING RECEIVED A MENINGITIS VACCINATION PRIOR TO MOVING INTO THE RESIDENCE HALLS.

The student and parent or other guarantors are therefore urged to read carefully the content of the following Returning Student Housing Contract. When the official Returning Student Housing Contract is electronically signed and submitted to the Pennsylvania College of Technology, it becomes a binding agreement - a contract between the student, and, in the case of a minor, a guarantor, and the College.

Electronic Signature Agreement

By choosing to review the Returning Student Contract below, you agree to the following terms:

- **Your use of the Returning Student Housing Contract is conducted electronically and you agree that Residence Life may communicate with you electronically for all aspects of your use of the Returning Student Housing Contract including sending you electronic notices.**
- **At the end of this document you will be asked to provide an electronic signature. By doing so you will be agreeing to the Terms and Conditions of the 2009-2010 Returning Student Housing Contract. Your electronic signature is legally binding.**
- **We recommend you keep all records relating to the Returning Student Housing Contract and to print or make an electronic copy of these Terms and Conditions.**

If you plan to be here for only the SPRING 2010 term or are a December Graduate or Ford Asset student in need of a short-term contract, please request a short-term contract by clicking on the appropriate link on the previous page. THIS AGREEMENT is a contract made between PENNSYLVANIA COLLEGE OF TECHNOLOGY, hereafter referred to as "College" and the individual named below, hereafter referred to as "student". This contract does not constitute a commitment of admission to the College and may be terminated under the conditions specified herein. Students and their parents, or guardians, are urged to carefully read the terms and conditions of this contract.

Check your address to make sure the correct permanent address is on file for you. If your address is not correct contact the Admissions Office at (800) 367-9222 option 2. You also may update this information on the Student Information System.

Your application will not be considered complete until at least one emergency contact has been entered AND your \$300 housing deposit is received.

By electronically signing below, I understand that this is a legally binding contract for the full academic year. I further understand and agree to the Electronic Signature Agreement and the Meningitis Vaccination Documentation requirement stated above.

If you are a minor (under 18 years of age) my guarantor must also read and agree to the following statement.

When I/we click the "I/We Agree" box below (if I am a minor, my guarantor is dually clicking the "I/We Agree" button), I attach my/our electronic signature to and agree to the terms and conditions of the Pennsylvania College of Technology Residence Life Returning Student Housing Contract.

PRINT THIS CONTRACT FOR YOUR RECORDS

THIS AGREEMENT is made between PENNSYLVANIA COLLEGE OF TECHNOLOGY, hereafter referred to as "College" and the individual named below, hereafter referred to as "student".

1. **Period of Contract:** The period of this Agreement is from **8/15/2009** through 24 hours after student's last exam or **5/7/2010**, whichever occurs first. When commencement follows exams, graduates may remain in College accommodations until 10:00 a.m. the day following commencement exercises. This Agreement cannot be assigned or transferred by the student.

2. **Occupancy:** The College grants student permission to occupy and use College housing accommodations upon the Additional Terms and Conditions set forth in this contract and in accordance with regulations, policies and guidelines set forth in the Student Guidebook (http://www.pct.edu/studentaffairs/student_guidebook.htm), the College Catalog, the Residence Life web site (<http://www.pct.edu/reslife/guidebook/policies.htm>), and other publications of the College which are in effect on the commencement date of this Agreement referred to in 1. above, all of which are incorporated herein by reference.

3. **Fees and Costs:** For the accommodations assigned, student agrees to pay the College the amounts listed as follows:

First semester in housing for the academic year:

(a) A damage deposit in the amount of \$100.00 upon the execution of this agreement.

(b) A housing deposit in the amount of \$200.00 payable upon student's execution of this agreement.

(c) Payment in full, on or before the College's established due date, of the first **semester housing fee** , per the following rate schedule, and **residence life fee** * (**\$18/semester**) minus the \$200.00 housing deposit referenced above.

* This fee covers activities offered to residents throughout the semester

The rates listed, **for illustration only**, are for the academic year 2008-2009. Actual room and meal plan rates for the 2009-2010 academic year are set by the College Board of Directors and announced prior to the issuance of estimated bills.

\$1,825.00 per person - One/Two bedroom apartment (three/six person)

\$1,925.00 per person - Two bedroom super suite (six person)

\$1,915.00 per person - One bedroom (four person) apartment

\$2,000.00 per person - Resident Assistant roommate in efficiency

\$2,250.00 per person - Efficiency (two person) apartment

\$2,550.00 per person - Two-bedroom (four person) apartment

\$2,675 per person - One-bedroom (four person) apartment

\$3,300 per person - Single efficiency

\$1,050 – 5 Meal Board Plan

\$1,300 - 10 Meal Board Plan

\$1,450 - 14 Meal Board Plan

Second semester in housing for the academic year:

Payment in full of the second semester housing and residence life rates and fees referenced in item 3 (c), above, are payable on College's established due date.

Board Plan: All returning students residing on-campus must carry a 5 meal/week, 10 meal/week or 14 meal/week board plan. When the student completes this contract they will need to select the 5 meal/week, 10 meal/week or 14 meal/week board plan. If the student has previously selected another meal plan option through optional services on the Student Information System, the previously selected meal plan option will be voided and replaced with the meal plan option selected on this contract at the time that the student is assigned to housing.

4. **Terms and Conditions:** This Agreement does not constitute a commitment of admission to the College and may be terminated under the conditions specified herein. Students and their parents, or guardians, are urged to carefully read the terms and conditions of this contract.

The undersigned acknowledges and agrees to the Terms and Conditions set forth below. Please be sure to read terms and conditions 1-15 BEFORE clicking "I/We Agree".

5. **This Agreement shall become effective, as of the date signed by student, only after review, approval and execution by the College.**

Additional Terms and Conditions

1. **Housing availability.** On-campus Penn College housing is available only to registered, full-time, degree-seeking students of Pennsylvania College of Technology. Students who apply for and are assigned space in College housing, but fail to become registered as a Penn College student, will forfeit their assigned space.

- **Returning students who do not have a course schedule by May 1 may forfeit their space in on-campus housing and their housing deposit.**
- **All students who fail to make payment and register by the College's established late registration date will forfeit their space in on-campus housing and their housing deposit.**
- **Students who fail to provide the College with appropriate Meningitis Vaccination documentation by the required date may not be allowed to move into on-campus housing until documentation is provided and will be held to the terms and conditions of this contract.**

2. The College reserves the right to determine, at its sole discretion, whether a student's (or potential student's) current or past behavior, including criminal activity, indicates that it would be in the best interests of the College or its students to amend or cancel the student's on-campus housing contract, or to decline to consider a student's application for on-campus housing.

3. **Contract length.** This contract is effective for the period of time stated on the front page, and is not applicable to students desiring on-campus housing for only the Fall semester due to expected graduation in December. A student who executes this contract and graduates in December will not be permitted to live in Penn College after graduation (the person would no longer be a registered student), but will be responsible for the full year's housing costs stipulated in this contract. A student desiring a one-semester contract due to expected December graduation should contact the Office of Residence Life.

4. **Waiting List.** A student who is not assigned a space in on-campus housing is placed on a waiting list. As spaces become available, the College will assign spaces to students on the waiting list.

5. **Housing Options.** New students completing a housing contract may be assigned to any of the following housing options.

- One- bedroom (three person) apartment
- Two-bedroom (six person) apartment
- Two-bedroom super suite (six person) apartment
- One- bedroom (four person) apartment
- Resident Assistant roommate in efficiency
- Efficiency (two person) apartment
- Two-bedroom (four person) apartment
- One-bedroom (two person) apartment
- Efficiency (one person) apartment

While the College will attempt to honor student's preference for a particular apartment style and location, the College cannot guarantee that students will receive their top preferences. Students will indicate their top preferences on a survey as part of the application process. The contract cannot be broken based upon assignment to a particular apartment style. The College reserves the right to change housing assignments at anytime at its sole discretion.

6. Roommate assignments. Students may request to live with specific individuals or individuals with complementary living habits when applying for on-campus housing. Students will be asked to complete a roommate(s) preference survey indicating their living habits and/or desire for specific roommates. The College will utilize this information when making assignments and will attempt to accommodate mutually requested room assignments, but cannot guarantee such assignments. Students may not change assigned rooms without the express permission of the Residence Life Office.

7. Refunds.

a. If, after enrolling at Penn College, a student requests removal from the waiting list for on-campus housing, the damage deposit and housing deposits are fully refundable. The student must notify the Residence Life Office in writing to be removed from the waiting list.

b. If, after paying the housing deposit, the student does not enroll at Penn College, the student is entitled to a full refund of the damage deposit, plus 50% of the housing deposit if a written request for housing deposit refund is received by the Residence Life Office on or before June 1, (for the upcoming Fall semester) or November 1, (for the upcoming Spring semester).

c. A Student who has paid all housing deposits and fees and been assigned housing, then decides to not register as a Penn College student or chooses to withdraw from Penn College may be eligible for a reduction of housing costs. This will include the housing fee and damage deposit minus any charges assessed for damages. The residence life fee is not refundable. The amount of the reduction will be based upon the date of withdrawal or the date at which the student notifies the College of the intent not to register as follows:

i. Up to and including the first day of classes = full reduction of cost less the housing deposit as stated in (b.) above.

ii. Second day of classes through the end of the third week of the semester = 70% reduction of cost.

iii. After the third week of the semester = no reduction of cost.

d. There will be no refunds of housing and meal plan fees and the student will remain responsible for fulfilling the terms of this contract if the student is a registered Penn College student, has paid deposits and fees for on-campus housing and board, has been assigned to on-campus housing, and then chooses to not live in on-campus housing.

e. A student evicted from on-campus housing is not entitled to any refund of housing fees, regardless of when the eviction is imposed. The student's meal plan will remain in effect for the remainder of the

semester and is not subject to cancellation or modification. Should a student who has been evicted from College-owned housing be re-admitted to College-owned housing in future semesters, forfeited housing contract fees will not be applied to the student's new contract.

f. If a student is involved in an alleged violation of College policy or rules, there will be no determination of refund, or costs assessed to the student, until the student disciplinary process is complete.

8. Personal Property/Insurance. The College has no legal responsibility for the safety and security of student's personal property, and does not provide insurance coverage to pay for loss of or damage to students' personal property. The College does not provide medical insurance for students' injuries or illnesses. Students or their parents/guardians are encouraged to carry appropriate medical and personal property insurance.

9. Room Inspections. Inspections of health and safety conditions and College property inventory will be conducted by College staff without notice. Unhealthy or unsafe conditions must be corrected by the responsible student within the time period specified by the inspector(s) in order for the student to avoid disciplinary action.

10. Room Search. The College reserves the right to enter and search any area to inspect the facility for purposes of management, health, safety and compliance with applicable rules and regulations. Conditions for room entry and searches are outlined on the Residence Life web site.

11. Maintenance of Premises. Student agrees to maintain the room and its furnishings with reasonable care and to make payment for any damage or loss promptly upon demand by the College. The student agrees to be jointly responsible with other residents for the protection of the College-owned housing, its furnishings and equipment. Damage charges will be deducted from the student's damage deposit unless immediate restitution is mandated by judicial action. Common area charges will be divided among all students living in a particular area unless the party responsible for the damage is identified. Appeals for damage charges must be submitted in written letter form to the Residence Life Office within 30 days of receipt of the damage bill.

12. Prohibitions. For reasons of health and safety, specific items are not permitted in the residence hall complexes. A \$50 fee is assessed for violations that are considered fire hazards.

In an effort to make the residence halls as safe as possible, students will automatically be issued a \$50 fee for the following (but not limited to) prohibited activities in the residence halls:

- Possession of candles
- Possession of incense
- Possession of gas, propane, lighter fluid stored outside of a lighter, kerosene, nitrous oxide, lamp oil, motor oil (includes gas powered engines and transmissions)
- Possession of hot plates with an exposed coil Possession of sun lamps
- Possession of holiday string and rope lights

- Possession of halogen lights
- Possession of upright/top-loading toasters Possession of car tires
- Possession of spray paint
- Smoking in designated non-smoking areas. All residence halls are designated non-smoking areas. Smoking areas exist in specified outside locations.
- Setting off a fire alarm (accidentally)
- Use of Plug-in air fresheners
- Tampering with environmental controls

* Tampering with fire safety equipment or intentionally setting off a fire alarm may result in eviction from the residence halls.

- This includes covering, disassembling, or removing batteries from smoke detectors.
- If you have a problem with your smoke detector, immediately contact a Residence Life staff member.

Other items may be prohibited in addition to these which result in a fee being assessed. See the Residence Life web site for more details.

13. **Evictable Offenses.** Respecting the rights of others is the foundation of community living in a residence hall. Respect demands that certain activities and behaviors not be exhibited. The following actions, which seriously infringe on the rights of other community members, will not be tolerated. Violators may be evicted from on-campus housing, with no refunds, and also may be subject to additional disciplinary action.

This is not a complete list! Other College and Residence Life policies may be found on the Residence Life Web site at <http://www.pct.edu/reslife/>

- Actions that endanger the health and safety of other persons
- Providing a common source of alcohol in on-campus housing
- Intentional damage or destruction of College property Use or possession of explosives, firecrackers, firearms, explosive materials, or weapons of any kind in on-campus housing
- Sale, use, possession, or distribution of illegal drugs or narcotics
- Throwing or dropping potentially dangerous objects out of windows
- Misusing or tampering with fire safety equipment (fire alarms, smoke detectors, extinguishers, etc.)
- Deliberately starting a fire in the residence halls

Residence Life Alcohol Policy

The use, consumption, possession, transportation, sale, or abuse of alcoholic beverages is prohibited in all Penn College on-campus housing facilities. This includes individuals who are over 21 years of age. All

empty alcohol containers including, but not limited to, bottles, cans, kegs, party balls, and containers used for decorative purposes, also are prohibited. The consumption of intoxicating beverages is not an excuse for irresponsible behavior within the residence halls. The College will take action against residents who violate these restrictions. Individual residents are held accountable for the actions of their guests.

By clicking the "I/We Agree" button below, student agrees that they understand these policies and restrictions and agree to abide by them while living in Penn College on-campus housing. Student accepts that violating any of these offenses may result in their eviction from Penn College on-campus housing.

14. UNSATISFIED FINANCIAL OBLIGATIONS. UNSATISFIED FINANCIAL OBLIGATIONS WILL RESULT IN THE COLLEGE WITHHOLDING ALL SERVICES INCLUDING INSTRUCTION, SCHEDULING, REGISTRATION, GRADES, TRANSCRIPTS, AND DIPLOMAS UNTIL YOUR ACCOUNT HAS BEEN SETTLED. IF YOU FAIL TO MAKE PAYMENTS NECESSARY TO SATISFY ANY OUTSTANDING BALANCE, YOUR ACCOUNT MAY BE TURNED OVER TO A COLLECTION AGENCY. YOU MAY BE RESPONSIBLE FOR COLLECTION COSTS AND ATTORNEY FEES IN ADDITION TO THE PRINCIPAL AND LATE FEES. AVAILABLE EXCESS BALANCES IN STUDENT HOUSING ACCOUNTS MAY BE USED TO OFFSET OTHER FINANCIAL OBLIGATIONS TO THE COLLEGE.

15. Appeals. Appeals of any of these terms and conditions are to be directed to the Director of Residence Life for determination or referral to the appropriate College official.

On the next page you will be given payment options for paying the housing deposit. If you plan on paying the \$300 housing deposit with a credit card, have your credit card ready before clicking on "I/We Agree" below. You can only get to the payment option page once by way of clicking on "I Agree" below. You can, however, return to any part of this contract prior to clicking "I/We Agree" below. The \$300 housing deposit can also be paid by check, money order, or cash. Instructions for paying by these methods are listed on the next page (the payment option page).

It is recommended that you print the contract at this point. Once you click "I/We Agree" below, you will not be able to return to this section to print the contract. A sample copy of this contract is available on the Residence Life Web page <http://www.pct.edu/reslife/>.

ELECTRONIC SIGNATURE

In consideration of the College's agreement to provide a space in one of the residential facilities, I hereby agree to comply with the provisions of this contract and to pay in full for housing and meal plan in accordance with the billing instructions from the Pennsylvania College of Technology. The terms and conditions of this contract cannot be altered without the consent of the College.

By electronically signing this contract, I understand that this is a legally binding contract for the full academic year and I agree to the terms and conditions of the New Student Housing Contract.

If you are minor (under 18 years of age) my guarantor must also read and agree to the following statement.

When I/we click the "I/We Agree" box below (if I am a minor, my guarantor is dually clicking the "I/We Agree" button), I attach my/our electronic signature to and agree to the terms and conditions of the Pennsylvania College of Technology Residence Life New Student Housing Contract.