

2023-2024 MORAVIAN UNIVERSITY RESIDENCE HALL ROOM CONTRACT

I, _____, hereby apply for housing within the Moravian University residence hall system. In applying for a room assignment, **I understand that I am contracting for housing and responsible to pay the applicable room and fees for a space for the full academic year.** I agree to abide by all federal, state, and local laws, regulations, and ordinances as well as all the rules, regulations, and procedures established now and later by Moravian University including those in the current Student Handbook, all published residence hall policies and regulations, and General Provisions for Student Occupancy set forth below (collectively referred to as the University policies).

Student Signature

Parent or Guardian Signature if under 18

GENERAL PROVISIONS FOR STUDENT OCCUPANCY

General Information

The focal point of the Offices of Residence Life and Housing at Moravian University (referred to as the University) is the growth and development of the individual student. The goal of the University is to provide students with a housing assignment as well as the opportunity to be part of a residential community. The development of a viable residential community carries with it certain obligations and responsibilities assigned to all members of that community. By striving to meet these obligations while observing standards of good citizenship, each member of the community can both benefit from and give back to the residential experience.

The responsibility for the overall operation of the residence system rests on the University. University staff members are available within each residential area. These individuals are responsible for various phases of the day-to-day operation of the residence areas and speak with the authority of the University.

Specific Provisions

1. The University reserves the right to enforce any regulation relating to the proper property maintenance or the general wellbeing of its residents. Violations of University or residence hall regulations or expectations may result in student conduct action according to the procedures outlined in the [Student Handbook](#).
2. In the enforcement of University or residence hall regulations, the University reserves the right to remove any student from the residence halls.
3. The University reserves the right to terminate this contract and remove a student from a living space for the following reasons: (a) the University, in its sole discretion, determines that misconduct or a violation of University policies warrants such termination, (b) the University, in its sole discretion, determines that such a termination is in the best interest of the University, (c) the resident's relationship with the University changes such that they are no longer eligible for University housing, (d) the resident fails to make any payment required by this contract or vacate the premises when required, or (e) the resident's course load falls below the full-time credit requirement.
4. Resident status is limited to full time students making satisfactory progress towards graduation requirements and who are regularly attending classes during the period of this contract.
5. The provisions pertaining to student occupancy of residence hall rooms and related issues are subject to change as deemed necessary by the University.

Provisions Pertaining to Contract

1. Residency Requirements: All full-time undergraduate students at the University are expected to maintain resident status unless they are specifically approved by the University for commuter or off-campus housing status. A commuter must reside with a legal parent or guardian within 50 miles of the University. Eligible resident students can request a change from resident to commuter status for the following academic year as part of Housing Selection in the spring semester. Students will automatically maintain resident status for the following academic year unless an electronic request is submitted by the published deadline. Changes from resident to commuter status after the published deadline will not be permitted unless an appeal is submitted and approved for extenuating financial or medical circumstances.
2. Term of Contract: The term of contract will correspond to the University's academic year, i.e., the opening day of the fall semester to the final day of examinations in the following spring semester. Resident students in the fall

semester are required to maintain resident status in the following spring semester, including responsibility for charges to live on campus, provided they remain a full-time student at the University.

A student is responsible for knowing and abiding by all University policies. A student who does not sign a residence hall room contract at the start of the academic year is still responsible for abiding by all provisions in this contract.

3. Housing Assignments: Assignment to University residential rooms will be done under the direction of the Office of Housing.
4. Information: Residents are responsible for knowing the content of all materials and publications developed and distributed by the University and Student Life.
5. Good Standing: Residents must be and remain in good standing with the University. Residents should address and settle all holds with Housing, the Health Center, Student Accounts, and Financial Aid prior to receiving access to their residential space. Residents with holds will not be issued keys until holds have been removed. Failure to rectify account holds prior to the start of the semester may result in being reassigned or removed from their housing assignment.
6. Sub-Leasing: Sub-leasing of residential spaces or other housing locations within the residence hall system is prohibited.
7. Break Period Access: Resident students are not permitted to occupy rooms in any residential area earlier than the day prior to the first day of classes in any semester or special session, nor for any period longer than 24 hours after the student's last academic commitment in that semester or special session. Exceptions to the policy will be determined by the Office of Housing. Students who return to the residence early or fail to timely vacate without approval may be referred to the Office of Student Development.
Residents who request an exception that is approved by the Office of Housing are expected to vacate their space by the given deadline. Unauthorized occupancy may lead to referral to the Office of Student Development. A daily residency charge of \$50 per day may be assessed for unauthorized occupancy during break periods. Additionally, resident students who are granted permission to stay during break periods may be required for safety reasons to move from their assigned residence to designated spaces.
8. Move Out: Residential spaces must be vacated, and personal property removed within 24 hours after the resident's last scheduled final examination/academic commitment or within 48 hours after the withdrawal of an individual from the University.
9. Right of Entry: Authorized University personnel reserve the right to enter any room at any time for the purpose of inspection, repair, maintenance, ensuring the health and safety of residents, responding to emergency/crisis situations, or when there is reasonable cause to believe that violations of University policies or civil law(s) are being or have been committed. Campus Police officers reserve the right to enter any room at any time when there is imminent risk of harm or reasonable cause to believe that a violation of law has or is about to occur.
The University reserves the right to allow authorized officials to enter and inspect any room at any time for safety violations. The residents of the space must correct violations or hazards identified immediately.
10. Refunds: Refunds of room charges will not be made once classes begin. If this contract is terminated for student conduct reasons, no refund of room charge will be issued.
11. Temporary Living Accommodations: The University reserves the right to assign students to temporary living accommodations when necessary. In addition, the University reserves the right to reassign any student to a new residence space for safety and/or maintenance concerns, or when the University determines that it is in the best interest of the residential community.
12. Indemnification: Residents shall indemnify and hold harmless Moravian University and its trustees, officers, employees, and agents from and against any and all claims, damages, losses, and expenses, including reasonable attorney's fees, resulting from injury, including death to persons or damage to property, as a result of the Resident's use and/or occupancy of a residence hall or living space or from any breach of any of the provision of this Contract including, without limitation, any violation of University policies or any laws of the Commonwealth of Pennsylvania regarding underage possession or consumption of alcoholic beverages or illegal substances, except to the extent arising solely from the negligent or intentional wrongful act or omission of Moravian University or its trustees, officers, employees, and agents.

13. **Force Majeure:** The University shall not be liable or financially responsible (i.e., will not issue refunds) for any delay or failure to perform its duties under this Contract for reasons that are beyond the University's control including, but not limited to, Acts of God or nature, extreme weather, fire, earthquake, flood, natural disaster, strikes, work stoppages or other labor disturbances, riots or civil commotions, litigation, war, acts of terrorism, plague, epidemic or pandemic, utility malfunctions, and loss of electricity or power.
3. **Damage Reporting:** Residents are expected to report damages to property they observe and to fully cooperate in determining who was responsible for such damage.
4. **Student Property:** The safekeeping of personal property is the responsibility of each individual student. Rooms should be double locked when not occupied and residents should exercise proper care at all times. The University is not responsible for loss or damage from any cause to the personal property of residents. Residents are responsible for adequately insuring their personal property, whether through their parent's homeowners' insurance policies or otherwise. Residents shall waive any right of subrogation which the resident or any of its insurers may have against the University and its representatives, agents, or employees due to loss or damage from any cause whatsoever to resident's personal property. Personal property left in student rooms at the end of the academic year will be considered abandoned and may be discarded by the University with the appropriate charges being levied to the resident. The University does not provide storage for personal belongings during the summer or academic year.

Provisions Pertaining to Occupancy

1. **Student Conduct:** Residents and guests are expected to understand and abide by all University policies. All students are expected to respond to directives issued by the University. These include but are not limited to the Office of Residence Life, Student Life, Campus Police, and members of the Residence Life student staff. Failure to maintain proper standards of behavior may result in students being referred to the Office of Student Development.
2. **Prohibited Items:** A comprehensive list of approved and prohibited items can be found in the [Student Handbook](#).
3. **Decorations & Personalization:** Rooms may be decorated to individual tastes as long as such decoration does not damage the space or present a safety hazard. Other policies on room decorations and personalization can be found in the [Student Handbook](#).
4. **Furnishings:** The University provides a basic set of furnishings for each resident. Students may employ additional furnishings and decorations, provided there is adequate space available, items fall within the guidelines for room personalization, and do not result in damage to University property. Other policies on furnishings can be found in the [Student Handbook](#).
5. **Cleaning & Trash Removal Expectations:** Custodial services are provided in the common areas of the residential units only. Cleaning of student rooms is the responsibility of the residents. The complete Cleaning & Trash Removal Expectations can be found in the [Student Handbook](#).
6. **Animals:** Animals, other than non-carnivorous fish, are not permitted within the residence halls. Feeding of stray or wild animals is discouraged. Students seeking an emotional support animal in the residence are required to provide advance documentation to the Disability & Accommodation Services, who will work with the student to determine whether the accommodation is reasonable. Students with a service animal are encouraged to contact the Disability & Accommodation Services to discuss their needs. The Office of Housing will work with an approved student on identifying arrangements for bringing the animal into the residential area. Students found in possession of an unapproved animal may be referred to the Office of Student Development.
7. **Solicitation:** Solicitation for external organizations is not permitted in residence halls. Any external organization soliciting or attempting to conduct business in the residence halls should be reported to a Residence Life staff member, the Office of Student Life, or Campus Police. University students and organizations seeking to solicit in residential areas should refer to the [Student Handbook](#).
8. **Quiet Hours:** A minimum quiet-hour policy has been established for all residential areas. Information regarding Quiet Hours policies can be found in the [Student Handbook](#). Violations may result in referral to the Office of Student Development.
9. **Visitation:** Visitation on the Moravian campus is a privilege, not a right. The University reserves the right to cancel the privilege if it is abused. Enforcement of the visitation policy is the responsibility of all residents of a unit. Information regarding visitation policies can be found in the [Student Handbook](#).

Provisions Pertaining to Property

1. **Room Condition Inventory:** Each resident upon moving into a room is required to complete a Room Condition Inventory. More information about this process will be shared by the Residence Life staff. A student who does not complete a Room Condition Inventory may not appeal repair and damage charges that may be assessed by the University.
2. **Damages:** The University expects all members of the community and their guests to respect the physical facilities of the institution. Repairs necessitated by normal wear and tear will be undertaken without charge. Repairs necessary because of inappropriate behavior or improper use of facilities will be billed to those responsible. Information regarding damage and billing policies can be found in the [Student Handbook](#).

Provisions Pertaining to Safety and Security

1. **Safety and Security:** Safety and security within a residential community must be a concern for all residents, and no individual should take action that compromises the safety or security of themselves or anyone else. Full cooperation with Campus Police, University staff, and Residence Life staff is expected from all residents in matters of security and safety. Action that compromises the security or safety of residents or residential areas will be handled through the student conduct process.
2. **Electronic Access:** All residential areas except certain overflow houses are accessed using the University ID card rather than a standard key. For these areas, loss of a University ID card must immediately be reported to Campus Police so that the lost card can be deactivated and a new one issued. It is a violation of institutional policy to leave a University ID card unattended in any place where it may be accessible and used for unauthorized access to a residence hall.
3. **Keys:** Room keys, including a front door key as applicable, will be issued to residents when they move into the unit. The loss of a key must be reported to the Office of Housing as soon as possible and a replacement key will be issued. Charges for lock core replacements are assessed each time a lock change becomes necessary and will be added to the student's account. Keys may not be copied or duplicated. Possession or use of any key by anyone other than the person to whom it has been issued is not permitted and may result in referral to the Office of Student Development.
4. **Exterior Door Security:** For security purposes, all exterior doors of the residential areas will be locked at all times. Doors are not to be propped open for any reason. Exterior door security within apartment, suites, and houses is the responsibility of the residents of the unit. Failure to keep doors secured may result in student conduct action.
5. **Fire Safety:** Fire equipment is to be used only as necessary in the case of fire. Tampering with fire bells, alarm boxes, smoke detectors, fire extinguishers, exit signs or other fire or safety equipment is strictly prohibited. Any tampering with or misuse of fire or safety equipment, including but not limited to discharging a fire extinguisher or reporting a false alarm, may result in student conduct action. In rooms equipped with special window security screens, the red plastic safety tabs are not to be removed. Fire drills will be held periodically. When a fire alarm sounds, all residents must vacate the building and fully cooperate with University and other officials. Flammable and/or combustible materials such as candles, wax warmers, incense, gasoline, kerosene, cleaning fluids, chemical explosives, and fireworks are not to be stored or used within the residence halls under any circumstances. Smoking is not permitted in any residential area of the University at any time.

Provisions Pertaining to Dining Services

1. **Meal Plan Requirements:** All students are defaulted to the Hound 200 meal plan unless they select another plan. Residents residing in units without kitchens are required to purchase the Hound Unlimited, Hound 200 or Gold Unlimited meal plan. Residents residing in units with kitchens are permitted to purchase any of the residential meal plans.
2. **Identification:** Admission to the University dining venues will be granted only after the presentation of a Moravian University ID Card. University ID cards may not be used by anyone other than the card holder. Fraudulent use of a University ID card may result in student conduct action.