

**Peru State College Student Housing Agreement:
2023-2024 Terms and Conditions**

Room and board rates, regulations and some fees* are subject to change by action of the Board of Trustees of the Nebraska State College System and the Administration of Peru State College. This agreement is legally binding for the entire academic year under which it is issued. Any deviations from the terms specified herein not specifically directed by the Board of Trustees or Peru State College Administration require written approval by the Office of Residence Life.

ROOM AND BOARD:

1. To be eligible to live in campus housing (Eliza C. Morgan Hall, W. N. Delzell Hall, Centennial Complex) you must be enrolled in eight (8) or more credit hours. Peru State College is a residential college, requiring students to live in campus housing for four (4) semesters.
2. Students must be 17 years of age or older to be eligible to live in the residence halls.
3. All students living in the residence halls must participate in a meal plan.
 - a. All incoming freshman students are required to have the 265 Meals Block Plan or the Unlimited Meal Plan.
 - b. All returning students may choose the Unlimited Meal Plan, the 265 Meals Block Plan or the 210 Meals Block Plan (with the exception of Pate/Nicholas who may choose the 130 Meal Block Plan).

Exceptions are determined in the following manner:

Housing: based on the Independent Living Policy and Agreement

Dining: Students who believe that individual circumstances warrant an exemption to the meal plan requirement should contact the Office of Residence Life.

All exceptions must be submitted in writing for consideration prior to the first day of classes and may require supporting documentation/forms and consultation with Dining Services staff.

TERMS and CONDITIONS:

1. **ADMITTANCE TO COLLEGE:** I have been officially notified of my acceptance by the Office of Admission of Peru State College.
2. **PAYMENT:** I agree to pay my room fee in accordance with the College fee payment policies and procedures. I also agree to reimburse the College for damages or losses to the residence hall or furnishings attributable to me. Failure to satisfy financial obligations may result in termination of this agreement. I understand that should I look to terminate my housing after fee payment that I am not eligible for a refund for the remainder of the active term except as noted below.
3. **ROOM RESERVATION FEE:** A \$50 Room Reservation Fee must be on file in order to reserve a room assignment in any College residence halls.
4. **CONTRACTUAL PERIOD:** I understand the terms of the housing agreement include room and board for two full academic years beginning in the fall and ending at the conclusion of my second year, spring semester. If entered into after the academic year begins, this agreement applies only to the balance of the two academic years. In the event special circumstances exist, students may appeal the terms of the contractual period to the Office of Residence Life through the Independent Living Policy process. Circumstances that will be considered include a severe medical hardship, change in family status (a copy of an appropriate certificate required), active military duty, complete withdrawal from college, or other extreme circumstances. In the event the special circumstance of a severe medical hardship exists appropriate documentation is required including any and all documentation required by the Office of Residence Life, along with documentation from a licensed healthcare provider stating the necessity of moving out of the residence halls. If the documentation provided for the severe medical hardship is insufficient, the student may be required to see a health care professional of the College's choosing, at the College's expense. Failure to provide such documentation in a timely manner may result in denial of the student's appeal of the terms of the contractual period. Materials provided will be evaluated and a decision issued by the Office of Residence Life regarding approval or denial of such request. An agreement may be canceled at the conclusion of a semester without financial obligation for the following reasons: student

teaching, call to active military service, graduation, transferring to another institution, or change in family status. An agreement may be canceled at the conclusion of the academic year without financial obligation for the semester reasons stated above in addition to the following reasons: the student has 4 semesters of campus living and/or has turned 21 years of age before their first semester at the College.

5. **REFUND POLICY:** Students who withdraw from College during the first week of class will receive a 100% refund. Students who withdraw from College after the first week of class will receive prorated refunds of their room and board charges. The Student accounts will be prorated based upon the number of weeks that the student lives in the residence hall, up to the eighth week of school. After the eighth week of school, there will be no refund issued for room and board charges. A partial week shall be considered a full week for prorating purposes. Agreements cancelled for violation of the Student Code of Conduct will not receive a refund for room and board.
6. **CONTRACT CANCELLATION:** Should I decide to terminate my housing agreement after July 1 for the fall term or December 1 for spring term but before I move in, I understand that I may be charged a contract cancellation penalty/fee as follows:

For Fall Semester

Cancellation Date	Cancellation Fee
Prior to July 1	No Fee
July 1 – July 31	\$150
August 1 – August 15	\$300
August 15 – Beginning of Fall Semester	\$500
Cancellation After Fall Semester Classes Begin	\$500 plus pro-rated charges

For Spring Semester

Cancellation Date	Cancellation Fee
Prior to November 1	No Fee
November 1 – November 31	\$150
December 1 – December 15	\$300
December 15 – Beginning of Spring Semester	\$500
Cancellation After Spring Semester Classes Begin	\$500 plus pro-rated charges

If I move in at the start of the semester but move out before fee payment, I am subject to the cancellation penalty plus prorated charges for the dates I used my room and meal plan. A student who cancels for any term, but does not meet the criteria of the independent living policy will be subject to the cancellation penalty and may be charged for full room and board if not living on campus but still enrolled in classes without approval through the independent living policy. Meal Plans cannot be cancelled after the first day of classes for Fall or after December 15 for Spring if the student is still enrolled.

7. **COLLEGE POLICIES:** I agree to observe all rules and regulations of Peru State College as stated in the College catalog, Student Handbook, Residence Life Handbook or as officially posted on residence hall bulletin boards/website, or as stated by a College official while serving in an official capacity. All policies, rules and regulations are an integral part of this agreement. Any changes in the policies, rules and regulations may be made by the College during the term of the agreement, with changes being published in advance. However, implementation of these changes may be immediate if health and safety of individuals would be impacted. The student handbook can be found at:
<https://www.peru.edu/studentlife/studenthandbook>
8. **AVAILABILITY:** This agreement is valid only if residence hall space is available. Applicants are encouraged to submit all application materials and remit fees promptly to enhance the opportunity to secure desired accommodations. The Office of Residence Life will attempt to recognize mutual roommate preferences. Applicants specifying roommate preferences will not be considered for hall assignments until applications and fees have been submitted for both students.
9. **ROOMMATE PROCESS:** As part of the room assignment process, you grant the college permission to share your non-emergency contact information with prospective roommates, unless otherwise denoted in college records. The preference can be changed in the Student Records Office.
10. **BREAK PERIODS:** The residence halls are officially closed during the following breaks: Thanksgiving break, semester break, and spring break. Other scheduled hall closings will be based on the occupancy

schedule. Residents may not enter or occupy their residence hall rooms during official College breaks. Exceptions will be granted on a case-by-case basis, subject to criteria that include distance from home, student teaching and school sponsored activities. An associated charge may apply. Exceptions must be granted in writing 10 business days in advance of the start of the break. Halls will re-open at times publicized by the Office of Residence Life.

11. **OCCUPANCY:** This agreement cannot be reassigned by you to any other person. You may not sublet any part of the College premises. Only those residents who are enrolled in eight (8) or more credit hours, employed by the College or are College approved may contract residence in housing. Failure to abide by these terms will result in immediate agreement cancellation and disciplinary action if deemed appropriate.
12. **ROOM CHANGES:** If you choose to move from a double occupancy room to a private room that is unoccupied, you agree to pay a private room charge that is prorated from the date of the change unless another student moves with you to maintain a double occupancy standing. You further understand that for any room change to occur a \$35* fee may be added to your student account.
13. **ROOMMATE CONSOLIDATION PROCESS:** Should circumstances require consolidation of roommates, the College reserves the right to require you to consolidate or move to another room on a temporary or permanent basis. By choice or by chance, if you are without a roommate when the roommate consolidation process begins, you understand you will be responsible for a prorated private room charge unless you choose to consolidate with another student or move to another room. You will not be charged a room change fee if the change is associated with roommate consolidation.
14. **STAFF ROOM:** If you choose to reside with a student staff (RA) in a suite, the College reserves the right to relocate you to a similar location if necessary due to staff demands and/or changes.
15. **BOARD PLAN:** All students residing in the residence hall are required to have a board plan (commonly known as a meal plan). All first-year students are required to have the 265 Meals Block Plan or Unlimited meal plan. Transfer and returning students can choose from the current listed options.
16. **BOARD PLAN CHANGES:** Any student wishing to make a change to their current board plan must complete this process by the end of the first day of classes for the fall term and December 15th for the spring term. Request for change after the stated deadline are subject to approval. Meal Plans cannot be cancelled after the first day of classes for Fall or after December 15 for Spring if the student is still enrolled.
17. **HEALTH AND SAFETY INSPECTIONS:** The College reserves the right to inspect residence hall rooms under certain circumstances. The room may be entered without permission in case of emergency, officially announced inspections, for the upkeep of physical facilities, or if there is reason to believe that a law or College regulation is being violated. In all other circumstances, entry will be made only with the permission of the student. As a condition of living in the College dorms/campus housing, I understand and agree that all property and possessions contained in my dorm/campus housing are subject to College searches and inspections for "health and safety" considerations as well as "institutional-purpose searches" which include monitoring and enforcement of drug, alcohol and weapons policies. I consent to such searches and inspections and I agree to unlock any safe, lock box, locked cabinet etc. for purposes of allowing College personnel to conduct such searches. Failure to unlock and provide access into a safe, lock box, locked cabinet etc. will be grounds for the container to be confiscated and removed from the College premises
18. **LIABILITY:** The College accepts no liability for theft or loss of money, valuables, and personal property and no liability for damages to personal property due to water, fire, smoke, or natural disaster.
19. **DAMAGES AND COST:** The resident agrees to pay the college for any damages, lost property, fire damage, or unnecessary service costs caused by the resident through accident, neglect, or intent. When more than one resident occupies the same room/apartment, and responsibility for damage or loss in the room/apartment cannot be ascertained by the College, the cost of the damage or loss will be divided and assessed equally between or among the residents of the room/apartment. In cases of loss, damage, or unnecessary service costs to common areas of the building, defined as being those areas not assigned to an individual, the cost of repair, replacement, and/or service may be assessed to each resident of the building.
20. **VACATING:** The resident will vacate his/her room within twenty-four (24) hours after termination of this agreement, loss of student status, after his/her final examination of the semester, or according to the occupancy schedule, whichever occurs earliest. Director of Residence Life has the right to administratively remove any resident immediately if, in the judgment of the Director of Residence Life, a resident's disruptive behavior may have an adverse influence upon the residence hall community. Any student who is not registered for classes by Friday of the first week of class will be removed from the residence halls.

21. CHECK-IN AND CHECK-OUT: Upon moving into his/her assigned room/apartment, the resident will complete, sign, and return the room condition inventory to his/her Resident Assistant. This room inventory will be an accurate and complete record of the contents and condition of the assigned room/apartment and will be the basis for damage charges if assessed. When vacating the room, the resident agrees to establish a check-out time with a hall staff member at least 24 hours in advance, meet at the time agreed upon, and sign the appropriate check-out forms. Proper check-out procedures include removing all belongings, waste, debris, leaving the room/apartment in an acceptable, clean condition, and returning hall key(s). Failure to follow established check-out procedures may result in the assessment of a service charge in the amount of up to \$150.00 for improper check-out as well as any damage charges. At the end of each semester, students may utilize an express checkout option to expedite this process. More information about the express checkout process can be obtained through the Residence Life Office. Any personal property left at the end of the agreement term will be removed from the room. If not claimed within thirty (30) days, it will be considered abandoned and properly disposed. A disposal fee may be assessed. During such 30-day period, Peru State College officers, employees, and agents shall not be responsible for damage or theft of the property.
22. RESIDENCE HALL ASSOCIATION/HALL COUNCIL: As residential student, you fund the Residence Hall Association through your room fees. This funding is used to promote and provide social, educational and personal development programming for residents.
23. MAINTENANCE: The Office of Residence Life is to be notified immediately of any repairs or when any damage of the housing unit or its contents occurs. The resident must not attach to any part of the housing units or its contents any object, nails, fasteners, or adhesive tapes. The resident agrees that, if repairs are made necessary by act or neglect, the said repairs shall be made by the College and the expense thereof shall be paid by the occupant. The College reserves the right to make any change in furnishing and service.
24. HOLD HARMLESS CLAUSE: You agree to hold harmless Peru State College and officers, employees, and agents from, and to indemnify them for, any claims for damages sustained to you or others in your room as a result of your acts of omissions, relating to any changes or modifications made by you to your room or furnishings such as the construction of bookshelves, partitions, or other structures. This clause makes you financially responsible to the College, and releases the College, in the event a person, who is injured by a hazard constructed by you, claims the College is liable for damages. Peru State College is not liable for property belonging to you, which may be lost, stolen, or damaged in any way wherever this may occur on the premises, including storage facilities.
25. VEHICLES/PARKING: All motorized vehicles operated by residents of campus housing must have a valid parking permit. Parking permits are valid for the entire academic year including summer. Parking tickets will be issued for violations of College parking policies.
26. MENINGITIS INFORMATION: In 2003 the state legislature passed a law mandating that all entering students receive information regarding meningococcal disease. A vaccine is recommended for first-year students living in residence halls, but it is not required.
27. ADMINISTRATIVE CHANGES/REMOVAL: The College reserves the right to reassign students within and between residence halls and rooms as deemed necessary, and to immediately terminate the contract by written notice if the student fails to comply with any of the terms and conditions of the contract or, if in the judgment of Student Services staff, continued residence would have a seriously negative effect on the student and/or fellow residents, or if a student does not show 'active academic participation' within the College community.

BY SIGNING MY FULL LEGAL NAME BELOW, I AGREE TO ADHERE TO ALL OF THE ATTACHED CONTRACT TERMS. I GRANT PERMISSION TO PROVIDE MY CONTACT INFORMATION TO ROOMMATES UNLESS OTHERWISE DESIGNATED IN MY COLLEGE RECORD. I ALSO AGREE TO ABIDE BY THE POLICIES AND PROCEDURES OUTLINED IN THE STUDENT HANDBOOK, RESIDENCE LIFE HANDBOOK AND COLLEGE CATALOG. I UNDERSTAND THAT NO HOUSING ASSIGNMENTS WILL BE MADE UNTIL THIS FORM IS RETURNED TO THE PERU STATE COLLEGE RESIDENCE LIFE OFFICE ALONG WITH THE \$50 ROOM RESERVATION FEE.

PURSUANT TO NEBRASKA STATE LAW, I ACKNOWLEDGE THAT I HAVE REVIEWED THE INFORMATION REGARDING MENINGOCOCCAL DISEASE (MENINGITIS)

Student Signature: _____ Date: _____

Student Printed Name: _____

Parent Signature (If 18 or Under): _____ Date: _____

Parent Printed Name: _____