

# FROSTBURG STATE UNIVERSITY

## RESIDENCE HALL CONTRACT 2023-2024

### TERMS AND CONDITIONS

Living in a residence hall at Frostburg State University is a part of the educational experience of the residents. The residence halls, through participation by the students, provide educational, cultural and recreational programs that become an integral part of the holistic education of a student. The residents themselves, however, bear the responsibility for developing and maintaining a community atmosphere.

Frostburg State University requires all full-time first and second-year students to live in one of the on-campus residence halls or Edgewood Commons Apartments. First-year students beginning in the fall semester are required to live on campus for four consecutive semesters and students beginning in the spring semester are required to live on campus for three consecutive semesters. Transfer students are required to live on campus. Semesters do not include summer or winter terms. Frostburg State University believes that on-campus residency promotes student success and retention. Exemptions to this policy must be requested through the online Housing Portal. The reasons for exemption that will be considered include; commuting from a parent/guardian/grandparent's home in a contiguous county, married students, students who are caring for a dependent child, students over 21 as of their first day of classes, veteran students, and students who have a disability that cannot be accommodated in on-campus housing. For more information on this policy visit: <https://www.frostburg.edu/student-life/residence-life/residence-life-office/residency-requirement.php>

The residence halls also contribute to the development of skills in interpersonal relationships through the opportunity to live with others of differing backgrounds, ideas and values. **Housing is made available to students of Frostburg State University without regard to race, color religion, country of national origin, sexual orientation or handicap. FSU is committed to making all of its programs, services and activities accessible to persons with disabilities. To request accommodation through the Student Accessibility Services Office at 301.687.3064, ADA Compliance Office, call 301.687.3035, or use a Voice Relay Operator at 1.800.735.2258.**

### FEES, CHARGES AND SERVICES

ONCE THIS CONTRACT HAS BEEN SIGNED BY THE STUDENT AND/OR GUARANTOR, IT IS BINDING FOR ONE ACADEMIC YEAR AND WILL BE VALID IF THE INDIVIDUAL IS RETURNING TO FROSTBURG STATE UNIVERSITY AS A STUDENT DURING EITHER THE FALL AND/OR SPRING SEMESTERS.

1. Students must occupy the assigned room by the first day of class (each semester). Failure to comply with this request may result in the room assignment being changed. Not occupying the assigned space does not void the housing contract.
2. All residential students pay a \$35 per semester non-refundable damage fee. Students are responsible for reporting damages and facilities issues in their living spaces to the Residence Life staff. Students will be billed for individual charges; e.g. neglect, intentional damage to furniture, core changes, broken windows, torn screens, holes inflicted upon walls or doors, etc.

3. All residential students pay a \$15 per semester non-refundable Residential Leadership Programs fee. This fee supports the residential student governance organizations. All residential students are encouraged to take an active role in their hall's governance organization.
4. The student and/or guarantor is responsible for the full amount of room charges. Room fees are non-refundable except in certain special circumstances which must be approved in writing by the Director of Residence Life
5. Each student has the responsibility for their own room as well as all common areas within their hall and will be held liable for damage(s) to University property. All unreported and/or unassigned damages in common areas will be charged collectively to residents of the suite or all occupants of the residence hall where the act of vandalism occurred and may be billed to each student through the Billing Office. Accidental damages that are not reported are also considered acts of vandalism.
6. This contract shall not be construed to be a lease of assigned accommodations for any period when the University is not in regular sessions (Fall or Spring semesters). To stay in the Residence Halls over break periods when the Halls are closed, students must put the request in writing via the online Housing Portal or via email to [RLO@frostburg.edu](mailto:RLO@frostburg.edu).
7. The University is not responsible for any loss or damage to the personal property of the residential student. The University does not assume any legal obligation to pay for the loss of or damage to items of personal property of the student that occurs in its buildings, storage rooms or on its grounds, prior to, during or subsequent to the period of the contract. The student or guarantor is encouraged to carry appropriate insurance to cover such losses. The Residence Life Office encourages students to check with their parent/guardian's homeowner's or renter's insurance or purchase renter's insurance to cover their belongings while on campus.
8. Housing assignments are made by University officials who reserve the right to make changes. The Housing Contract is personal and may not be transferred, assigned to another person nor relayed to the contract holder by an intermediary party without prior consent from the University. Students who are assigned to a double room which is not filled to capacity, and who have not paid for a single room, may be assigned a new roommate, or may be moved to another room (consolidated.) Additionally, students may experience situations that because of facilities issues created by self and or by structural issues will need to be differently accommodated. The University reserves the right to make changes to living accommodations on a temporary basis. Where this occurs similar room charges will apply and will not result in a reduction of charges, except in rare circumstances where the university is not able to fully accommodate the student in the living learning environment assigned or reassigned.
9. Students living in special housing option areas (e.g. STEM, ECHOSTARS, Honors, etc.) are expected to abide by the designated regulations for that area.
10. Students moving into Edgewood Commons will be considered checked out of their room when their keys have been returned to the Residence Life Office. At that time the room rate will be prorated, and the student will be billed for the days assigned the room starting with the first day of classes. No room changes to Edgewood Commons will be honored after the end of the Add/Drop period of each semester.
11. The rates for housing are subject to approval by the Board of Regents and are subject to change.
12. All students living in the residence halls are required to purchase a meal plan for the University dining facilities. Meal Plan choices are available at different rates, which are published by the University's food service provider.

The period of service for meal plans will coincide with the regular undergraduate academic calendar and the opening and closing of residence halls.

13. Service personnel are responsible for normal cleaning of all public areas within residence halls. Each student is responsible for maintaining their individual room and private restroom where applicable. Excessive messes in public areas and individual rooms will result in a charge to the residents for cleaning, as well as possible student conduct action.

## STUDENT OBLIGATIONS

1. Each student, by this contract, agrees to conform to the rules and regulations established by the University, The Code of Student Conduct, and the Residence Life Office, and as outlined in the Residence Hall Guide. Failure to do so may result in disciplinary action or cancellation of the housing contract without refund. **The Code of Conduct can be found at [HTTPS://WWW.FROSTBURG.EDU/ABOUT-FROSTBURG/STUDENT-AFFAIRS/POLICYSTATEMENTS.PDF](https://www.frostburg.edu/about-frostburg/student-affairs/policystatements.pdf)**

2. All members of the Residence Life Office Staff are employees of the University. Residents are expected to comply with any reasonable request that a University employee may issue.

3. Students should ensure that their rooms are locked at all times when not occupied. Students should remember to carry keys at all times when leaving their rooms. Students should report lost keys immediately to the Residence Life Office. In order to maintain the security of the building, a door lock core change will be ordered for the room where a key has been lost. The student will be charged a minimum of \$65 for the lock core change plus any and all key charges. University keys are not to be duplicated nor lent to any other person. Lost mail keys will incur a \$10 replacement charge.

4. Students are responsible for their own activities and the activities of their visitors/guests, as well as for the condition and proper care of the assigned accommodations. Residents who use or permit the use of their assigned rooms for any purpose that constitutes a violation of law or University regulations or policies thereby subject themselves to possible cancellation of their housing contract without refund, student conduct action or both.

5. All residents and guests must evacuate any building whenever a fire alarm sounds. Any fire hazard/obstruction or misuse of fire safety equipment found in a student room during the regular inspections will be removed and/or brought to the student's attention for immediate correction and/or student conduct action, as well as possible criminal proceedings.

6. Students living in the residence halls must be full-time student with at least 12 credits for undergraduate students and 9 credits for graduate students. If a student starts the semester with less than the required number of credits or drops below the required number of credits, they must have permission, in writing, from the Director of Residence Life to reside in the residence halls.

7. At the termination of the contract period, or when moving to a new room assignment, students must turn in their keys and have the condition of their room assessed as part of the residence hall check out procedure. Personal items left behind at the termination of the contract will be considered abandoned and will be discarded after 30 days. Students who move from their room without getting prior permission or improperly checking out will be billed a \$65 administrative fee. Incomplete room changes will result in a \$65 administrative fee. In cases where damages are incurred beyond normal wear and tear, students will be charged for the expense involved in returning the room(s) to its original condition.

8. This contract is for space for the exclusive residential use of the applicant while they are enrolled as a student at FSU. Students without a class schedule are not enrolled students at FSU and will be expected to vacate the room within 24 hours of disenrollment or within 24 hours after the semester add/drop period ends, unless other arrangements have been made with the Director of Residence Life. In the event that items are left in student rooms after 24 hours, the student will incur a daily rate for storage of items. Items may only be stored for 30 days before they will be discarded. Assigned rooms may not be sublet. Each individual is responsible for finding a roommate at room change time. Students may be expected to consolidate to achieve double accommodations within a room. Every effort will be made to accommodate students. If one of the occupants of a room moves, the student who remains agrees to accept an assigned roommate(s) or to move to another room upon request. Residents who misrepresent the truth, intimidate assigned or prospective occupants, or otherwise attempt to manipulate the housing assignment process are subject to being moved to another room, billed for a single room, student conduct action, and/or contract termination.

9. While privacy of the individual's residence hall room is respected, it is also recognized that the part of the room visible to the general public reflects upon the policies, commitments, and philosophy of the University. Therefore, signs, containers, trademarks, and other overt displays in windows or on doors of University buildings that advertise or represent products (such as alcoholic beverages), behaviors, or philosophies not compatible with University policies or commitments, are prohibited. In addition, the display in windows and on doors of University buildings of signs or other facsimile that appear to be the property of municipalities or private businesses (without proof of ownership), is also prohibited and is subject to student conduct referral.

## ADMINISTRATIVE RESPONSIBILITIES

1. Each resident is required to maintain their room in a safe and sanitary condition. The University reserves the right to enter a student's room/suite to perform routine or emergency repairs and/or maintenance. The University also reserves the right to enter a student's room/suite to enforce University or residence hall policies. Periodic inventory inspections of individual rooms for health, safety, and/or maintenance reasons will be made. Any noticeable infractions of Residence Hall Policies will be referred to the Office of Student Conduct or the Residence Life Office for administrative review/actions.

2. During regular shut down periods, University personnel will check the residence halls and student rooms for general and fire safety purposes and maintenance personnel will do preventive maintenance and repairs.

3. Having read and understood the inspection provisions contained in above paragraphs 1 and 2, the applicant hereby consents to such inspections and releases the University, its employees or agents from any liability in respect thereto.

## MENINGITIS ON CAMPUS

### KNOW YOUR RISK — LEARN ABOUT VACCINATION

Approximately 3000 people in the United States get meningococcal disease each year and 10% to 15% of these individuals do not survive even with treatment. Bacterial meningitis is a potentially fatal or disabling disease.

First year students living in residence halls are found to have a six-fold increased risk for the disease. A U.S. health advisory panel recommends that college students, particularly first year students living in residence halls, learn more about meningitis and vaccination.

**WHAT IS MENINGOCOCCAL MENINGITIS?** Meningitis is rare. But when it strikes, this potentially fatal disease can lead to swelling of fluids surrounding the brain and spinal column as well as severe and permanent disabilities, such as hearing loss, brain damage, seizures, limb amputation and even death.

**HOW IS IT SPREAD?** Meningococcal meningitis is spread through the air via respiratory secretions (sneezing and coughing) or close contact with an infected person (kissing, or sharing of items like utensils, cigarettes, and drinking glasses). Many healthy people carry the bacteria and never become ill; these individuals are healthy carriers.

**WHAT ARE THE SYMPTOMS?** Symptoms of meningococcal meningitis often resemble the flu and can include high fever, severe headache, stiff neck, rash, nausea, vomiting, lethargy, and confusion.

**WHO IS AT RISK?** Undergraduate college students 25 years of age or younger, particularly first year students who live in residence halls, have been found to have an increased risk for meningococcal meningitis.

**CAN MENINGITIS BE PREVENTED?** Yes. The meningococcal vaccine can be effective in preventing four of the five types of the disease (A, C, Y and W-135). The vaccine is safe, with mild and infrequent side effects such as redness or pain at the injection site. After vaccination, immunity develops within 7 to 10 days and remains effective for 3 to 5 years. As with any vaccine, vaccination against meningitis may not protect 100% of individuals.

**WHERE IS THE VACCINE AVAILABLE?** The meningococcal vaccine is available in some college health centers, travel clinics, some county health departments and the offices of some health care providers. Check with a local agency for availability.

For more information, contact the CDC (Center for Disease Control and Prevention) website: [www.cdc.gov/ncidod/dbmd/diseaseinfo](http://www.cdc.gov/ncidod/dbmd/diseaseinfo), and the American College Health Association website: [www.acha.org](http://www.acha.org). Or contact FSU Health Services at 301-687-4310.

## AGREEMENT

In consideration of an assignment in the Frostburg State University Residence Halls, I hereby accept the terms, conditions and regulations of the housing contract, and agree to assume the financial responsibility of this agreement for the academic year (Fall 2023 - Spring 2024).

**I UNDERSTAND THAT THIS CONTRACT IS BINDING FOR THE FULL ACADEMIC YEAR AND WILL BE VALID IF I RETURN TO FROSTBURG STATE UNIVERSITY AS A STUDENT DURING EITHER THE FALL AND/OR SPRING SEMESTERS.**

Failure to occupy my assigned room by the first day of classes may result in my assignment being changed prior to my arrival on campus.

I understand that this contract can only be canceled through the formal Housing Contract Release process, and conditions for review are limited to major changes in financial situation since signing the contract or medical/psychological needs that cannot be accommodated in on campus housing. Signing another housing contract will NOT release you from this contract. Contract cancellations submitted after the last day of classes of the previous semester will incur a \$50 processing fee.

Students who have fulfilled their 2 year University housing requirement and filled out the Housing Contract Release form through the last day of classes may be released from their contract for a breach of contract fee in the

amount of \$500.00 without needing to document major changes in financial situation since signing the contract or medical/psychological needs that cannot be accommodated in on campus housing. Students who do not complete the release request by last day of classes will be required to complete the release from contract process.

I understand that by signing this contract, I agree to conform to the rules and regulations established by the University (as stated in the Terms and Conditions of the Residence Hall Contract, the Residence Hall Guide, The Code of Student Conduct). Violations of these rules and regulations may result in cancelation of my contract, *without refund*. Housing assignments are made by the University Officials and are subject the change due to administrative decisions each semester. Housing is made available to students of Frostburg State University without regard to race, color, religion, country of national origin, sexual orientation or disability.

**MENINGOCOCCAL VACCINE WAIVER:** I have received and reviewed the information provided on the risks of meningitis and the effectiveness of meningococcal vaccine. I have received the vaccine, will receive the vaccine, or hereby choose to waive receipt of the vaccine. If I receive the vaccine, I will provide such documentation to the University's Brady Health Center.