



# PWSC Housing Agreement

## 2017-2018 Academic Year

### Section 1 – agreement Cancellation and Release Schedule

2017/2018 Academic Year Agreement    Refund Schedule

|                             |   |
|-----------------------------|---|
| Before August 1             | Refund deposit and 100% of current semester Housing charges                                 |
| August 1 – September 12     | Forfeit deposit and refund 90% of current semester Housing charges                          |
| September 13 – September 26 | Forfeit deposit and refund 75% of current semester Housing charges                          |
| September 27 – October 17   | Forfeit deposit and refund 50% of current semester Housing charges                          |
| October 18 – October 31     | Forfeit deposit and refund 25% of current semester Housing charges                          |
| November 1 – December 12    | Forfeit deposit and no refund on current semester Housing charges                           |
| December 13 – January 23    | Forfeit deposit. No refund on fall Housing charges and 90% refund on spring Housing charges |
| January 24 – February 6     | Forfeit deposit and refund 75% of current semester Housing charges                          |
| February 7 – February 27    | Forfeit deposit and refund 50% of current semester Housing charges                          |
| February 28 – March 27      | Forfeit deposit and refund 25% of current semester Housing charges                          |
| After March 27              | Forfeit deposit and no refund on current semester Housing charges                           |

## Section 2 - Eligibility

### A. Student Status

1. PWSC's residential communities are open to any PWSC student who is enrolled in six or more credits per semester for undergraduate students. Requests for exceptions should be directed to the Director of Student Affairs before enrolling in less than the minimum credits or falling below the minimum credits. Students enrolled in less than the minimum credits without the advance permission of the Director of Student Affairs will be given a maximum of 48 hours to vacate student housing and will be charged according to *Section 1 - Agreement Cancellation and Release Schedule*.

### B. Other Eligibility Requirements

1. Due to the academic nature of PWSC's residential communities, resident students are expected to make academic progress while living on campus.
2. Students must meet all financial obligations they have with the University and their billing accounts must be in good standing. Students who have a financial account hold at the end of the fall semester will be required to vacate student housing following fall finals until their account balances have been paid.
3. Housing may be denied or an agreement terminated on the basis of past or present behavior if, in the judgment of the Senior Student Affairs Officer or designee, such behavior may threaten University property or the health and safety of residents. All students must abide by the [Student Code of Conduct](#).

## Section 3 - Occupancy

### A. Room Reservation and Assignment

1. Room assignments are made at the discretion of PWSC Residence Life. Preferences indicated on an application are not guaranteed. PWSC Residence Life must approve changes to room assignments in advance. The College may assign or reassign students for financial, safety, or behavioral reasons, or without cause. Reassignment may result in higher fees.
2. Roommates are assigned without regard to race, color, religion, national origin, sexual orientation, Vietnam or disabled veteran status, mental or physical disability, changes in marital status, pregnancy, or parenthood.
3. On Campus Living at PWSC embraces diversity and inclusion as core values. Transgender students are welcomed and are afforded access to housing assignments consistent with their gender identity.

### B. Intentions Process

1. All residents are required to participate in the annual "Intentions Process" held mid-spring semester. During this process, students will complete an application indicating whether they plan to return to student housing in the fall. Students who do not participate in the Intentions Process during the dates set by the Residence Life Office must reapply for the next academic year and pay all applicable application fees should they decide to return to campus housing.

### C. Occupancy Over Thanksgiving, Spring and Winter Break Periods.

1. Students may continue to occupy their rooms over the Thanksgiving and Spring break periods with no additional charge.
2. Students who wish to remain on campus during the winter break between fall and spring semesters must arrange for campus accommodations and pay an additional charge.

### D. Forfeiture of Room Reservation

1. A room reservation is considered forfeited when check-in is not completed during the College's published check-in schedule. A forfeited room reservation is subject to all charges as shown in *Section 1 - Agreement Cancellation and Release Schedule*. The amount forfeited constitutes liquidated damages. Both parties acknowledge that actual damages could be difficult to prove.

## **Section 4 -Financial Information**

### **A. General Information**

1. All College Housing must be paid by the academic payment deadline.
2. Mandatory Student Life fees are charged to all enrolled students living in the PWSC residence halls.
3. Failure to pay all fees according to this agreement may result in the assessment of additional costs associated with the collection of this debt. To prevent a student from incurring additional debt, registration activity may be blocked and students may be denied housing at all University of Alaska campuses until the debt is paid in full.
4. By agreeing to this contract, students authorize the University of Alaska to make any inquiries deemed necessary in connection with the review of information concerning a student's ability to make payment. Tuition and fees charged to a payment plan for the current semester are the student's responsibility and installment payments must be made on or before the due dates specified for each installment. Installment amounts may change over time to account for any new charges, payments, or financial aid adjustments. If a student defaults on a payment plan or financial aid fails to pay, students will be responsible for the total amount due. The University may garnish a student's Alaska Permanent Fund Dividend under Alaska Statutes 14.40.251 and 43.23.073 and past due debt may be reported to a local credit bureau. Students agree to reimburse the University of Alaska the fees of any collection agency, which may be based on a percentage at a maximum of 40% of the debt, and all costs and expenses, including reasonable attorneys' fees, the University of Alaska incur in such collection efforts.
5. Charges may be audited, corrected and adjusted before the end of the current semester. Students are notified of adjustments by email. The college reserves the right to change its fees at any time.

### **B. Security deposit**

1. A security deposit is required to be submitted with this Agreement unless already on account. The purpose of this deposit is: (1) faithful performance of the agreement, and (2) for damages beyond normal wear and tear. The security deposit does not represent the maximum liability for charges associated with damages or violating terms of this agreement. The security deposit, less any charges for damages, will be returned approximately ten weeks after the end of the student's final agreement session. The current security deposit amount and other Housing rates can be found at the [PWSC Residence Life website](#).
2. Failure to check out according to *Section 5 – Termination of Occupancy*, will result in the forfeiture of the security deposit.

## Section 5 - Termination of Occupancy

### A. Involuntary Termination of Occupancy

1. Housing privileges may be terminated by the University/College for cause. Cause includes, but is not limited to violating federal, state, or local laws and ordinances, violating Board of Regent's policies, University regulations, rules and procedures, including the Student Code of Conduct, failing to remain enrolled in the minimum number of credits at PWSC as stipulated in *Section 2 - Eligibility*, and for non-payment of Housing charges or other PWSC fees.
2. The College may terminate this agreement without cause with ten days written notice.
3. Termination of this agreement by PWSC with or without cause or abandonment of the assigned room by the student does not release the student from financial obligations owed to the University. *Section 1 - Agreement Cancellation and Release Schedule* will be used to determine appropriate release charges.

### B. Voluntary Termination of Occupancy

1. The Housing Agreement is a year-long contract covering both fall and spring semesters. A release from this agreement is available and is subject to *Section 1 - Agreement Cancellation and Release Schedule*. Students can request a mid-year or mid-term release by completing the Cancellation Agreement found on the PWSC website or the PWSC Housing Self-Service page on UAOnline.
2. If a cancellation request is submitted after check-in, the student has until midnight on the agreed upon check out date to completely vacate student housing. The student will indicate their check-out date on the Cancellation Agreement Form.
3. A student may request a waiver of release charges, which may be granted or denied in the sole discretion of the College. Waivers are available in very limited circumstances such as medical disability, death of an immediate family member, change in marital or parental status, graduation, termination of exchange program participation, and involuntary change in employment location or student teaching/internship assignments more than 40 miles away from housing. To request an exception, students must complete the Request for Exception to Housing Agreement Form found on the [PWSC Residence Life website](#). This form must be submitted directly to Residence Life by mail, fax or e-mail within thirty days of move out. Exceptions are not considered for student's failure to comply with published deadlines or changes in financial status. Requests for waivers are reviewed by the Director of Student Affairs.

### C. Checkout and Vacating Terms

1. Prior to vacating, students are expected to clean and return their housing unit to pre-check in condition and leave all furnishings and equipment in good order and repair. Checkout instructions are as follows:
  - a. Clean you room and common areas of your apartment so that someone new could move into it. Wipe down surfaces and vacuum.
  - b. Be sure all personal belongings are removed.
  - c. Contact an RA to schedule a checkout appointment and complete a Checkout Room Condition Report (RCR).
  - d. Be sure your bedroom door is closed and latched before you leave.
2. Students who wish to by-pass the RA checkout appointment and checkout RCR can indicate this by choosing Express Checkout on the Cancellation Form. Students who choose Express Checkout waive any right to contest cleaning or damage charges that may be applied to their room or common areas of their apartment.

3. Cleaning and damages beyond normal wear and tear are charged to residents. Equipment or furnishings that are missing or damaged beyond repair are billed to the resident at replacement cost plus labor. Students who have completed a Checkout RCR may submit an appeal in writing to the Residence Life Office within fourteen days of receipt of the Damage Charges notification email to contest the assessment of damages or the amount assessed.
4. Failure to completely vacate according to the policies, procedures and deadlines established will result in the assessment of an improper checkout charge and a per-day room use charge until vacated.
5. The College may, in its sole discretion, store personal belongings left behind at the student's expense for thirty days, after which time they will be disposed of.
6. Upon termination of the Agreement, the College shall have, and is hereby granted, full and free right to remove property of the student or others from the premises without being guilty of trespass, eviction, or forcible entry and detainer, and without relinquishing any of the University's legal rights. Student Affairs/Residence Life may assess disposal fees for abandoned belongings that include labor, disposal, and administrative costs.

## **Section 6 - Facilities Usage and Maintenance**

### **A. Facilities Usage and Maintenance**

1. The preservation of student housing public areas is the joint responsibility of all residents assigned to a specific area (hall, wing, stairwell, etc.). Residents are financially responsible for all damages. If individual responsibility cannot be determined, all residents of a specific room, hall, or building may be held financially responsible. Financial responsibility extends to abandoned belongings, excessive cleaning, and damages.
2. Residents must keep common areas within their apartment clean and orderly. College Housing reserves the right to fill vacant bedrooms at any time. Current residents must provide reasonable storage for incoming residents, and maintain clean and welcoming common areas.
3. Objects may not be attached to College property by way of nails, screws, or other means that may cause a stain, hole, chipped paint or other damage. If hanging objects on the wall, painter's tape must be used.
4. Student housing units and College property within may not be painted, altered, repaired, remodeled, or modified in any way.
5. The installation of television or radio antennas is not permitted.
6. Waterbeds, hot tubs, aquariums over ten gallons, or other such containers are not permitted in the residential community.
7. The removal of College property, including furnishings and appliances from student housing units is not permitted under any circumstances.
8. Flammable materials, firearms, slingshots, ammunition, fireworks, or other explosives are not permitted in student housing units.
9. Incense, halogen lamps, and open flames such as candles are not permitted in student housing units or common areas.
10. Tampering with fire extinguishers and/or cabinets, smoke detectors, sprinkler heads, or other safety equipment is prohibited.

11. The installation and/or use of privately owned cook tops, cooking devices, ovens, space heaters, other such heating devices or full-size refrigerators or freezers are not permitted in the residence halls or apartments.
12. All residential suites, apartments and building interiors are smoke free. Since November 19, 2015 UAA/PWSC is a smoke-free campus. Smoking is only permitted outside of campus boundaries. Cleaning and or damage charges related to smoking are the responsibility of the resident.
13. The College may close a residence and reassign residents to available space in other residences or within a residence when sufficient vacancies occur and/or the need arises.
14. Prohibited activities include, but are not limited to possession or use of illegal drugs or substances, including marijuana, possession or use of alcoholic beverages by persons under Alaska's legal age, relocation of College furniture from one room to another, keeping of pets, and cooking, grilling, or smoking in unauthorized areas.

B. Miscellaneous

1. Except in the event of a bona fide emergency, bedroom and common area windows within PWSC Housing facilities should never be used as an exit.
2. Students living in the residential communities are required to attend a community meeting during the first semester of each academic year. Community meetings are an opportunity for students to become familiar with the services, get to know staff, and review policies and procedures applicable to Residence Life, Housing, and other College departments.
3. Students are encouraged to obtain insurance coverage for personal property. The College is not responsible and does not provide insurance for the loss or theft of, or damage to personal property. This includes damage caused by failure or interruption of utilities.
4. Residents are responsible for following Board of Regent's policies, University regulations, procedures, and rules related to living on campus and student behavior. The *Residence Life Handbook* and the *Fact Finder* handbooks outline students' rights and responsibilities, university resources, and guidelines and policies.
5. Residents are responsible for information and updates sent to their mailbox, cell phone and/or preferred e-mail as declared in their UAOnline accounts.
6. Housing units including all common and storage areas may not be sublet.
7. Other than fish in a ten-gallon (or smaller) aquarium, animals are not permitted in the residential communities. Residents are responsible for all cleaning and/or pet removal charges. Service animals for persons with disabilities are exempt from this provision provided that prior to check-in, verification of the need for service is provided to and approval is obtained from the Disability Support Services office, (907) 834-1612.
8. Businesses may not be conducted from a housing suite or apartment, nor on the surrounding residential grounds.
9. Students shall not make any material alterations in the space including all common and storage areas without express written permission from Residence Life; shall not damage nor permit the damage of any part of the space; shall not do or permit the doing of anything that shall constitute a fire or health hazard; shall not throw or put items out the window; and shall not permit the accumulation of waste and refuse within the space. Violations of these terms and conditions may be considered sufficient reason for monetary fines and disciplinary action, including but not limited to termination of one's Housing Agreement.

## **Section 7 - Entry and Inspection**

- A. The College reserves the right to enter residential apartments to perform necessary maintenance, health and safety inspections, enforcement of policy, and/or emergencies. The College may exhibit the premises to laborers or contractors or as is otherwise necessary.
- B. College staff may enter residential apartments to perform regularly scheduled and announced safety and facility visits for maintenance, safety, and health purposes.
- C. In the event that students have an empty bedroom in their suite or apartment, all current residents are responsible for maintaining reasonable common area cleanliness with the expectation that the Housing office may place an incoming student in that bedroom mid-semester. Students leaving Valdez over the Winter Break period will leave their apartments reasonably clean in anticipation of new incoming students for the Spring semester.
- D. Housing reserves the right to clean common areas of currently occupied apartments and suites on behalf of incoming residents, and assess cleaning fees to the current residents of that apartment.

## **Section 8 - Guests**

- A. Guests are welcome in the apartments and residence halls provided a resident accompanies them at all times. Hosts are responsible for checking in their guests at their residence hall front desk, and are responsible for their guest at all times. It is the responsibility of the host resident to ensure that guests follow all College regulations. Guests who violate the privacy of roommates or any community guidelines may be asked to leave.
- B. Overnight guest are welcome in the apartments and residence halls provided a resident accompanies them at all times, and only if all residents of the apartment/suite have been informed and have given their consent. Overnight guests must sleep in the host resident's bedroom. Guests may not stay longer than three consecutive nights in a residential apartment. Regardless of the number of residents who host them, an individual who is not a resident may not stay longer than eight nights per month in PWSC's Residential Community. Students found abusing the guest policy are subject to disciplinary actions which may result in loss of guest privileges.

## **Section 9 - Waiver and Severability**

- A. No term or condition of this Agreement can be waived by the College except as authorized in writing by the Student Affairs Director or designee. Request must be made in writing. Should any clause or portion of this agreement be held invalid, the other portions of this Agreement remain in full force and effect.

## **Section 10 - Indemnity/Liability**

- A. The student will indemnify and hold harmless the University of Alaska, its Board of Regents, officers, and employees from all suits, claims, actions (including reasonable attorney fees and costs) or proposed liability for damage or injury to person(s) or property or loss of property of the student unless the same is caused by the gross negligence or willful misconduct of the University, and for the loss, damage, or destruction to personal belongings in the custody of, belonging to, or stored by the student, regardless of cause. This includes losses that occur in the student's room, storage room, and private area, in other areas of the hall or campus.

**Section 11 - Acceptance of Agreement**

- A. This Agreement binds the University of Alaska Anchorage/Prince William Sound College and the student. By agreeing to these terms, you are stating that you have read this agreement in full and understand that you are personally responsible for compliance with all the terms of this Agreement. By agreeing to these terms, you are incurring a debt to the university that must be paid.
- B. To cancel this Agreement, you must complete a cancellation form or notify the Housing Office in writing. Cancellations are subject to charges as show above in *Section 1 – Agreement Cancellation and Release Schedule*.

**I accept the terms and conditions of this agreement. I understand that by signing this agreement, I am personally (jointly and separately) responsible for compliance with all of the terms of this agreement. I understand that by signing this agreement, I am obligated to live on campus for both the fall and spring semesters and that I am incurring a debt that must be paid.**

Student Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Student Name: \_\_\_\_\_ Student ID: \_\_\_\_\_

Guardian Signature (if student is under 18 yoa): \_\_\_\_\_

Legal Guardian Name: \_\_\_\_\_

Room Preference (please rate choices in order of preference, with 1 = first choice, 2 = second choice etc.)

- \_\_\_\_\_ Studio Apartment
- \_\_\_\_\_ 1-Bedroom Apartment
- \_\_\_\_\_ 2- or 3-Bedroom Apartment

**Please note: Choice of space is not guaranteed. Other preferences should be noted on the Placement Profile Form.**

*Prince William Sound College provides equal housing opportunity and assigns units without discrimination on the basis of race, religion, color, sex, physical or mental disability or national origin. PWSC Housing has facilities accessible for mobility-impaired students. The student understands that Alaska Statute .et seq., the Alaska Uniform Residential Landlord Tenant Act does not apply to this agreement. NOTE: Application for and confirmation of admission to Prince William Sound College and application for residence hall accommodations are separate transactions, acted upon separately by the college/university. Return of this application/agreement does not guarantee that accommodations will be available in the residence halls. Any questions you have about the terms and conditions of this agreement should be directed toward the Housing Manager or College designee prior to signing it. The college/university shall be entitled to all remedies provided by law or this agreement.*