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OFFICE OF RESIDENTIAL LIFE AND HOUSING, NEW YORK CITY
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 NEW YORK, NY 10038
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Pace University - Housing Agreement 2020-2021

AGREEMENT TERMS AND CONDITIONS:

The undersigned student has been assigned housing for the 2020-2021 Academic Year. Please complete, sign, and return this Agreement to Pace University (the “University”). Upon the University’s receipt of this signed University Housing Agreement, it establishes a legally-binding Agreement between the student/student’s parent or guardian (if applicable), and the University. Non-payment of tuition and fees will result in forfeiture of housing.

1. General:

This Agreement is for a space in the University Housing system, and covers the 2020-2021 academic year (both Fall and Spring semesters), or any portion of the academic year remaining at the time this Agreement is subject to early termination in accordance with paragraph 9. University Housing is closed between semesters and, thus, housing between semesters is not included within this Agreement. The student will be assessed all fees for this Agreement term if the student enrolls, but does not occupy the assigned space and has not cancelled this agreement pursuant in Paragraph 8. Summer session and winter session is not included in this Agreement.

2. Payment of Fees:

The pre-payment of \$400 is non-refundable (except as noted in Paragraph 8 of this Agreement) and is applied to the respective semester room fees. This payment must be made in advance of signing this Agreement (that is, during the application process, and in advance of the assignment process). The student agrees to accept the assigned space in University Housing and pay any housing fees on or before the published payment dates. Invoices are not sent out to notify the Student of housing fee payment dates. Students who receive financial aid awards are required to pay all housing costs not covered by their award (after tuition and fees are paid). Financial Aid may not be used to pay this Agreement pre-payment. All rates are estimates and are subject to adjustment by the University. The rates listed below represent a range for a one-semester charge per Residence Hall. Variation in room type and occupancy correspondingly modifies the actual rate for the assigned space. Meal plan rates are not included in the below estimates.

New York City Residence Halls			
<i>ALL rates are per semester</i>			
Maria’s Tower	55 John Street Residence	33 Beekman	182 Broadway
\$7,600 - double	\$8,800 - first-year doubles	\$10,700 - single	\$8,800 - doubles
\$9,600 - single	\$8,600 - first-year triples	\$9,600 - double	\$8,600 - triples
	\$9,600/semester upper-class double	\$9,550 - triple	\$8,200 - quad

	\$9,550/semester upper-class triple \$10,700/semester - single	\$8,900 - quad	
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Pleasantville Residence Halls – all rates are per semester			
<i>ALL rates are per semester</i>			
Alumni Hall	Elm Hall	Martin Hall and North Hall	Townhouses
\$5,900 - 5 Bed Semi-Suite - Triple Room	\$7,350 – 5 Bed Suite – Double Room ²	\$5,700 – Triple Room	\$7,350 – Double Room
\$6,900 - 5 Bed Semi-Suite - Extended Occupancy Triple ¹	\$6,500 – 5 Bed Suite – Triple Room ²	\$6,000 – Double Room	
\$6,900 - 4 or 5 Bed Semi-Suite - Double Room	\$6,900 - 5 Bed Semi-Suite - Double Room ³	\$6,000 – Single Room	
\$7,000 - 3 Bed Semi-Suite - Triple Room	\$5,900 - 5 Bed Semi-Suite - Triple Room ³	\$7,900 – Double Room as a Single	
\$7,300 - 2 Bed Semi-Suite - Double Room	\$7,000 – 3 Bed Semi-Suite – Triple Room ³		
\$7,300 - 1 Bed Semi-Suite - Single Room	\$7,300 – 2 Bed Semi-Suite – Double Room ³		
	\$7,450 – 3 Bed Suite – Double Room ²		
	\$8,000 – 2 Bed Suite - Double ²		
	\$7,900 – 5 Bed Suite – Double Room ⁴		
	\$7,650 – 5 Bed Suite – Double Room ²		
	\$7,900 – 5 Bed Suite – Single Room ²		
¹ These students will be eligible for a \$500 refund 3 times during the semester until an offer to reduce the occupancy is made.	² Suites have a living room and a shared bathroom ³ Semi-Suites have a shared bathroom, no living room ⁴ Space has a shared living room and private bathroom		

3. Security Deposit:

Student shall, together with the delivery of the Housing Assignment Application, deposit with the University the sum of \$100.00 as a security deposit for the faithful performance and observance by the student of the terms, provisions and conditions of this Agreement and against damages, fines, or penalty fees for which the student may be responsible. The security deposit shall not be considered prepaid rent, nor shall damages to which the University is entitled be limited to the balance of the deposit. The cost of damages caused by the student shall be paid upon the assessment to insure that the security deposit remains at a constant level of \$100.00. The security deposit shall be returned to the student after the date fixed as the end of this Agreement and after the residency of the student is terminated, and all of the student’s possessions have been removed from the premises and the damage appeals process has been completed.

4. Eligibility for University Housing:

A person must be enrolled as a full-time, degree-seeking undergraduate (*minimum enrollment of 12 credits*) or graduate (*minimum enrollment of 9 credits*) student in good standing to be eligible for University Housing. Applications for University Housing from students enrolled in other University schools and programs must

complete a separate application when seeking placement on another campus, and will be considered on a space-available basis. In the discretion of the Director of Residential Life and Housing or that person's designee, a resident may be required to depart from University Housing if enrolled credit hours drop below full-time status. The Director of Residential Life and Housing, or that person's designee, has the discretion to make exceptions regarding eligibility for housing depending on documented academic circumstances.

5. Occupancy Period:

The room rate covers the cost of the academic semesters that the student has selected on the Housing Assignment application. The period covered in the Agreement for the fall semester is August 24, 2020, through 24 hours after the student's last in person class of the Pace Fall Semester or 8:00am on November 25, 2020, **whichever comes first**. The room rate will again be applied to the spring semester residency from January 24, 2021, through 24 hours after the student's last final exam of the Pace Spring Semester or 10:00am on May 15, 2021, **whichever comes first**.

6. Break Housing:

- (A) Pace University Housing is closed during the following break periods, and housing at these times is not included in this agreement, nor is it covered by the housing fees identified above:
1. between the Fall and Spring semesters ("Winter Break"),
 2. between the Spring and Summer sessions; and
 3. between the Summer and Fall sessions
- (B) Pace University students in need of Winter Break Housing must submit a separate application for housing during that period. Students wishing to remain in on-campus housing during the winter break must:
1. Complete the Winter Housing Agreement.
 2. Satisfy one or more of the following criteria: distance from home, job or internship that requires such student's presence in Pace University housing during Winter Break, Winter Break Pace class, financial hardship, or other approved circumstance.
 3. Pay in advance for Winter Break housing (the fee for Winter Break Housing will be a flat fee of \$1000, applied as a charge to the student's account, regardless of the residence hall to which a student is assigned for the Winter Break period).
- (C) Pace students who have not applied for and been granted winter break housing are not permitted in the residence halls (regardless of building) during Winter Break, except as expressly permitted by the Director of Residential Life and Housing for their campus.
- (D) The Winter Break housing process may require students to be relocated as deemed appropriate by the Director for Residential Life and Housing. Students on the New York City campus will be able to reside in one of the following locations: 33 Beekman Street, 55 John Street, and 182 Broadway. Students on the Pleasantville campus will be able to reside in one of the following locations: Alumni Hall, Martin Hall, and the Townhouses. Those students who are not assigned to these buildings during the fall or spring semesters will be relocated to those buildings for Winter Housing.
- (E) The University reserves in its sole and exclusive discretion the right to exclude from University Housing any person whom in the University's judgment has violated applicable University policies, including, but not limited to, the University Code of Conduct and security policies, or who is determined to be a potential danger to themselves or to the Pace University community.

7. Extensions to the Housing Agreement:

Students may request permission from the Office of Residential Life and Housing for early move in to residence, extension of residence over a semester break where residence is prohibited, or late move out. Should the University grant such permission, then during such times, this Agreement is extended and applicable. If the student engages in early move in to residence, extension of residence over a semester break where residence is prohibited, or late move out without requesting permission from the Office of Residential Life and Housing,

this agreement is extended and applicable to such periods, and may result in the imposition of sanctions upon the student, including, but not limited to pro-rated room charges or fines to be imposed on the student. The fact that this agreement is extended and applicable to such periods does not imply University consent to or approval of a student's request for extended residence in any University Residence Hall beyond these periods.

8. Voluntary Agreement Release:

This Agreement is in force as long as the student is enrolled as a full-time student during the academic year, as set forth in paragraph 4, *provided* the student remains in good standing academically and with respect to behavior and conduct (*see* paragraph 15). If the student is denied admission to the University, there shall be no cancellation fee and a full refund of any payments will be made. A student meeting the eligibility criteria for residence may request release from this Agreement by submitting a Housing Cancellation Form prior to vacating the premises. Cancellation refunds will be based upon the date that both the cancellation form is received and the date the student turns in their key(s) and checks out of the building with a staff member (if the student has moved into the residence hall). Once the academic year begins, any student who cancelled and moved out of housing shall not be released from this Agreement due to lack of financial resources (including lack of financial aid), voided registration, dissatisfaction with assigned space, or to reside with parents or legal guardians. All cancellations will be subject to the below fee schedule:

<i>Circumstances of Cancellation</i>	<i>Penalties based on time agreement release is submitted</i>				
Cancelling for both FALL AND SPRING semesters after moving in for FALL, and prior to the END of FALL semester	Housing Cancellation Form submitted by the end of first week of classes – student will be charged prorated amount of principal	Housing Cancellation Form submitted by end of second week of classes – student will receive 70% refund of principal	Housing Cancellation Form submitted by end of third week of classes – student will receive 25% refund of principal	Housing Cancellation Form submitted by end of fourth week of classes – student will receive 20% refund of principal	Housing Cancellation Form submitted after end of fourth week of classes – student will receive NO refund of principal
Cancelling for SPRING semester during the FALL semester (<i>students living in the residence halls during the complete fall semester</i>)	Housing Cancellation Form submitted by November 1 (<i>and moved out at the end of fall</i>) – student will be charged NO cancellation fee	Housing Cancellation Form submitted by December 1 (<i>and moved out at the end of fall</i>) – student will be charged \$200 cancellation fee	Housing Cancellation Form submitted by January 1 (<i>and moved out at the end of fall</i>) – student will be charged \$400 cancellation fee		Housing Cancellation Form submitted AFTER January 1 (<i>and moved out before spring classes start</i>) – student will be charged \$1000 cancellation fee
Cancelling for SPRING semester prior to the END of FALL semester (<i>students not living in the residence halls during the fall semester</i>)	No loss of principal, but housing payment (deposit) is forfeited in full				
Cancelling for SPRING semester after moving in for SPRING, and prior to the END of SPRING semester	Housing Cancellation Form submitted by the end of first week of classes – student will be charged the	Housing Cancellation Form submitted by end of second week of classes – student will receive 70% refund of principal	Housing Cancellation Form submitted by end of third week of classes –	Housing Cancellation Form submitted by end of fourth week of classes –	Housing Cancellation Form submitted after end of fourth week of classes – student will receive NO refund of principal

	\$1000 cancellation fee and a prorated amount of the principal		student will receive 25% refund of principal	student will receive 20% refund of principal	
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9. Agreement Modification or Termination:

This Agreement may be modified or terminated as set forth below within the reasonable discretion of the Director of Residential Life and Housing, or such person’s designee. Reasons for modification or termination include, but are not limited to, the following: failure of the undersigned to comply with the terms of this Agreement; the student fails to meet the eligibility criteria set forth in paragraph 4, or the student violates the behavior and conduct provisions set forth in paragraph 13. Modification of this Agreement may include, but is not limited to, moving the student to another University Housing facility or restricting the student’s access to housing facilities. The student will be given notice and an opportunity to appeal any proposed modification(s) or termination of this Agreement to the Director of Residential Life and Housing or such person’s designee.

Additionally, the University may terminate this Agreement or suspend the student’s housing privileges if access to, and/or use of the residence hall is hampered, interrupted, or rendered impossible, hazardous, or otherwise interfered with, by reasons of causes beyond the University’s control, including, but not limited to, acts of God, flood, extreme weather, fire or other natural calamity, terrorist attack, any law, order, or regulation or action of any governmental entity or civil or military authority, power or utility failure, cable cuts, unavailability of rights-of-way, national emergencies, riots, wars, strikes, lock-outs, work stoppages or other labor difficulties, or pandemics, epidemics, and global health emergencies (each a “Force Majeure Event”). If a Force Majeure Event occurs during the term hereof, the University shall be excused from performance hereunder for the duration of the Force Majeure Event.

If this Agreement is terminated or suspended as the result of a Force Majeure Event, the student will be required to pay the remainder of this Agreement balance.

10. Termination of Housing Agreement by the University:

When an Exigency occurs (defined below), the University’s primary concern is for the health and safety of students and staff. In order to address that concern when faced with an Exigency, the University may determine that it is necessary, or we may be required by government authorities, to reduce or terminate student occupancy (or deny access to) University residential housing.

Occurrence of an Exigency is defined as a temporary and/or semester balance suspension of housing resulting from circumstances beyond the University’s control, that limit/disrupt/prevent access to or cause damage to University owned or leased residential housing facilities, including but not limited to public emergencies, government directives, weather related incidents, natural disasters, strikes, civil unrest and epidemics (including the Covid-19 epidemic).

In order to address the financial implications of such a change for our students, the University will issue credits against housing fees paid in accordance with the following schedule:

- If the University terminates this housing contract prior to the commencement of occupancy for any reason, including but not limited to the occurrence of an Exigency, students will receive a 100% credit of housing fees paid.

Prorated Percentage of Refund	Week Vacating Occupancy	Date that Week Ends (fall term)	Date that Week Ends (spring term)
75%	1	8/17/2020	1/27/2021
70%	2	8/24/2020	2/03/2021
65%	3	8/31/2020	2/10/2021
60%	4	9/7/2020	2/17/2021
50%	5	9/14/2020	2/24/2021

40%	6	9/21/2020	3/03/2021
30%	7	9/28/2020	3/10/2021
25%	8	10/5/2020	3/17/2021
20%	9	10/12/2020	3/24/2021
15%	10	10/19/2020	3/31/2021
10%	11	10/26/2020	4/07/2021
5%	12	11/2/2020	4/14/2021
0%	13	11/9/2020	4/21/2021
0%	14	11/16/2020	4/28/2021
0%	15	11/23/2020	5/05/2021

The housing fee adjustment will be made effective one week following the University's issuance of a notice to students to vacate housing, whether mandatory or advisory, as a result of an occurrence of Exigency. All adjustments will be applied to outstanding tuition and fee balances first with any remaining credit applied to the following semester. If a student does not continue to the following semester, the credit balance after application to outstanding amounts, will be paid directly to the student.

The adjustment to be credited to any student will be calculated based on the student's room rate minus any Resident Scholars Tuition Award (the "Net Room Rate). The percentage of occupancy (see schedule above) will then be applied to the Net Room Rate to calculate the amount of any adjustment to be credited to the student's account. The percentage of occupancy will be based on the next full week in the schedule following the university's notice to students to vacate housing as a result of an occurrence of Exigency (see Schedule above).

The following students will not be entitled to receive Exigency related housing fee credits:

- Students who are permitted to remain in University residential housing during an Exigency period;
- Residents who were provided University residential housing as part of their employee compensation or who otherwise were provided such housing without charge.
- Students who were removed from and/or barred from University residential housing for misconduct or other violation of University policy.

The adjustment policy considers various fixed University costs, including personnel, debt, rent and operations, and the average increased amounts of financial aid that are provided to resident students, that are not provided to commuter students.

In the event of a temporary suspension of housing services, including temporary suspensions of housing necessitated by the Occurrence of an Exigency, the University will make reasonable efforts to accommodate affected students in other University provided facilities or otherwise at the University's expense. This rule shall apply to all temporary suspensions including those necessitated by a student's move to quarantine or isolation in University provided facilities or otherwise at the University's expense; and to facilitate necessary cleaning and/or modifications of University residential housing facilities following the discovery of active cases of infection.

If the University is unable to provide such alternative temporary housing, the temporarily displaced students will be issued a housing fee credit for the housing suspension period. Credits will not be issued in cases where students receive alternative University provided temporary housing or refuse the University's offer for alternative housing.

11. Assignment of Housing:

The University is an equal opportunity institution and, as such, assigns University Housing space to qualified, enrolled, degree-seeking students without regard to race, color, religion, national origin, ethnicity, gender, disability, age, sexual orientation, marital or domestic partnership status, or veteran status, as provided by federal, state and local law, and in accordance with the University's Non-Discrimination Policy and the Office of Housing and Residential Life's standards for community living. The University offers housing in the form of

a room or suite occupied by persons of the same gender. There is no married or family housing assignments offered by the University. All Gender Housing is offered on campus, and requires mutual agreement by all students assigned to that specific room, suite or townhouse.

12. Use of Assigned Space:

Occupancy of space is permitted only to student to whom the space is assigned. Space may not be sublet to any other person(s) or entity(ies). The student may not share assigned space with any other person(s) not officially assigned by the University to that room or space. The student may not refuse or prevent another assigned student from residing in a shared space (bedroom, suite, or apartment). If the student refuses or prevents a University-assigned occupant from residing in a shared space, disciplinary action (including removal), single room rental fees, or both, may be imposed on such student. Guests are permitted in University Housing facilities provided for in the University student-housing guest policy set forth in the [Guide to Residential Living](#). Hosts must have consent of all roommates and suite/house mates to host a guest at any time.

13. Changes in Assignment:

Room transfers may only be made after receiving written approval from an authorized staff member of the Office of Residential Life. Failure to follow established room change procedures, as set forth in the [Guide to Residential Living](#), will constitute breach of this Agreement and may be grounds for Agreement modification or termination (*see* paragraph 9) or removal, charges for occupying second room, disciplinary action, or a combination of any of the foregoing. The University reserves the right to reassign a resident due to unforeseen events, including, but not limited to, enrollment fluctuations, the need to create vacant space to accommodate specific gender assignments or meet the needs of students with medical housing accommodations, facility problems, Force Majeure Events, conflict between roommates/suitemates/housemates, or staff changes.

14. Consolidation Option:

Consolidation may be necessary and require the moving together of residents who are assigned to a room where one or more vacant beds is present. As noted above, the University reserves the right to reassign a resident due to unforeseen events, including, but not limited to, enrollment fluctuations.

15. Behavior, Conduct and Removal from Housing:

The student is responsible for knowing and observing University regulations and procedures as set forth in the following documents: [Guide to Residential Living](#), the [Guiding Principles of Conduct set forth in the Student Handbook](#), the [Guidelines for Alcohol & Drug Violation Sanctioning](#), the [Off Campus Disruptive Behavior Sanctioning Guidelines](#), and all other applicable [University policies](#). **Students who violate any of the above may be subject to removal from University Housing and will receive no refund of housing fees.** The University reserves the right at any time and without prior notice to make other policies, rules, and regulations as in its judgment may be necessary for the safety, care, and cleanliness of the premises and for the preservation of safety and order within its community. The student agrees to abide by all additional policies, rules, and regulations that are adopted. Violation of established policies, rules, regulations and procedures will constitute a breach of this Agreement and may result in a disciplinary action resulting in sanctions up to and including removal, as well as submission to the University's discipline process. In addition, the Office of Residential Life and Housing reserves the right to terminate or modify terms of this Agreement should the University learn a student has been charged or convicted of a crime or crimes against persons or property involving conduct that may threaten the safety or security of any member of the University community.

16. Right to Enter Rooms:

The University reserves the unconditional right to enter any room occupied by students pursuant to this Agreement at any time in the interest of health, safety, and conduct, or for repair of facilities, as outline in the [Guide for Residential Living](#). Authorized University personnel, or authorized agents or sub-contractors of the university, may enter a student's room for any of these purposes at any time whether or not the occupants are

present. Members of the residential life and housing and safety and security staffs may confiscate any unauthorized, suspicious, or illegal items that they find in the room during entry.

17. Care of Facilities:

The student is responsible for the care of their room/suite/townhouse/ furnishings, and equipment in University Housing. The student is responsible for keeping the assigned unit in a clean and sanitary manner, and for damages and necessary repairs, in accordance with the [Guide to Residential Living](#) and other University policies. The University provides supplemental custodial service for common areas. The student is jointly liable with roommates/suitemates/housemates for assessed charges due to damage of the room, suite, or community common area of the residence hall, unless the responsible individual is identified.

18. Repairs and Maintenance:

Authorized University staff or authorized agents or sub-contractors of the University may enter any room, suite, or townhouse at reasonable times to inspect, maintain, and repair the premises and furnishings. Students are expected to promptly report damages and necessary repairs, in accordance with established and published procedures. **Students may not perform or arrange for others to perform any repairs or hire outside contractors or vendors to perform any repairs.**

19. Keys and Security:

The student agrees not to duplicate any key(s) or swipe card issued by the University, or transfer their use to another person, and will be subject to University sanctions if this occurs. If assigned key(s) or swipe card are not returned at checkout, or if assigned key(s) or swipe card are lost or stolen, the student agrees to pay for all lock changes and new key(s) or swipe card. If the student's University ID card is lost or stolen, the student agrees to pay for the University ID card replacement, and is responsible for reporting the loss of their ID card. The student is responsible for securing the assigned unit at all times and taking such precautions as are necessary for personal and property protection.

20. Limitation of University Liability:

The University is not liable for damages to or loss of personal property, or failure or interruption of utilities, weather, or the actions of student roommates/suitemates/housemates or other third parties. The University's insurance provides liability coverage for damages or injuries caused by negligence by the University or its employees while working within the scope of their employment. The University will not reimburse students for losses created by unforeseen events, accidents, injuries or thefts that may occur. As stated in the [Guide to Residential Living](#), "The University assumes no responsibility of any kind for loss or damage to personal property caused by fire, water, theft, the actions of other students or guests, or any other cause whatsoever. Personal property stored in resident's rooms, shall be stored at the owner's risk." Students are encouraged to review their family homeowner's insurance policy or to carry personal renter's insurance.

21. Meal Plan:

All students with 0-63 credits in residence on the Pleasantville campus will be required to participate in the Bronze supplemental meal plan for the fall and spring semesters. All students with 64 or more credits in residence on the Pleasantville campus will be required to select the Blue supplemental meal plan (or larger). Residents assigned to the Townhouses will be required to participate in the Green supplemental meal plan (or larger).

All first year students (students with 0 to 32 credits) in residence on the NYC campus will be required to participate in the Bronze supplemental (or larger) meal plan for the fall and spring semesters. All undergraduate students with 33 or more credits on the NYC campus participate in the Blue supplemental (or larger) meal plan.

Graduate students in residence on any campus will be required to participate in the GRAD and LAW supplemental meal plan (or larger).

Any unspent meal plan funds will roll over from semester to semester as long as the student is enrolled. Any money left on the meal plan at that time is forfeited.

22. License:

This Agreement constitutes a license for use of University Housing and not a lease.

23. Student Information Release

In accordance with the provisions of the Buckley Amendment or FERPA (Family Educational Rights and Privacy Act), the Office of Residential Life and Housing cannot release certain information contained in education records, except that which is designated Directory Information (refer to Student Handbook). The following release authorizes the Office of Residential Life and Housing to discuss or release specific student account information, as approved by the resident (and/or parent or guardian if the student is less than 18 years of age when this Agreement is signed). This release does not conflict with the Pace University Parental Notification Policy for Drug and/or Alcohol Violations. Please visit <http://www.pace.edu/osa/student-records/pace-university-ferpa-policy> for more information.

24. Governing Law and Jurisdiction

For contracts that govern University student housing located outside Westchester County: Except as may be preempted by federal law, this Agreement shall be governed by the laws of the State of New York, without regard to any choice of law principles. Litigation of all disputes between the parties arising from or in connection with the Agreement shall be conducted in a court of appropriate jurisdiction in the Borough of Manhattan, City of New York.

For contracts that govern University student housing located within Westchester County: Except as may be preempted by federal law, this Agreement shall be governed by the laws of the State of New York, without regard to any choice of law principles. Litigation of all disputes between the parties arising from or in connection with the Agreement shall be conducted in a court of appropriate jurisdiction in the City of White Plains, County of Westchester, State of New York.

I, the undersigned, have read, fully understand, and agree to the terms, conditions of this Agreement. I understand that I must complete and sign this Agreement as a condition of and prerequisite to my occupancy of University Housing. I acknowledge and agree that I will forfeit my housing assignment if I do not pay my semester bill by the due dates determined by the Office of Student Assistance (OSA).

Date: _____ Print Student Name: _____

Student U#: _____ Student Signature: _____

Student room assignment: _____ Room rate: _____

Print name of Staff witness _____ Print name of Parent or Guardian _____

Staff witness signature
than 18 years of age)

Parent or Guardian signature (*Required if student is less*