

2016-2017 Housing Contract

1. This Housing Contract constitutes an agreement by Virginia Commonwealth University (VCU), with the enrolled student ('Resident'), for the use of University property as a personal residence. The parties understand and agree that their intention is strictly contractual in nature, providing the student with accommodations subject to the specific requirements and limitations set out herein.
2. This Housing Contract allows the Resident and their invited guests to use, subject to any restrictions indicated herein or subject to in the future, the space assigned to the Resident. Only Residents and their guests may use areas, including but not limited to common areas, hallways, lounges, and bathrooms. Such use must be in accordance with the terms of this Housing Contract, the Student Code of Conduct, and any other applicable laws or VCU policies.
3. **General Provisions:** VCU reserves the right at any time to:
 - a) Alter, change, or cancel a housing assignment; designate any or all student housing as available for expanded occupancy; change any room assignment or rate;
 - b) Enter residences during reasonable hours and with or without advanced notice for routine maintenance, inspections, repairs, or housekeeping duties; enter residences at any time for an emergency;
 - c) Control access or egress from the residence halls and/or floors in the event of an emergency, and;
 - d) Terminate or suspend this Housing Contract for violation of this Housing Contract or for violation of any relevant VCU policies as determined by VCU in its sole discretion.

No refund or cancelation of housing charges will be made to the Resident if the Resident is dismissed or suspended (notwithstanding any pending appeals), has breached this Housing Contract, or has otherwise vacated the premises prior to the end of the contract period.

4. **Eligibility:** VCU may terminate the Housing Contract or re-assign (within VCU's sole discretion) Residents who fail at any time to meet the following requirements, as applicable to their status:
 - a) **Account balance:** All Residents must pay all housing charges when due.
 - b) **Academic progress:**
 1. All Residents must be making continual progress towards a degree and registered for classes at VCU as set forth below:
 1. Undergraduate students must be enrolled in at least nine credits.
 2. Graduate students must be enrolled in the corresponding number of credits indicating full-time status as defined by their program.
 2. Residents with twelve (12)-month Housing Contracts are exempt from credit requirements during summer session but must meet the credit requirements in this section for fall and spring terms.
 3. In certain limited circumstances, students may obtain permission to drop temporarily below the required number of credits. Students wishing to do so may submit an exemption request form to the executive director of Residential Life and Housing (RLH). Residents should be aware that to graduate in four years they should take a minimum of 15 credits per term.
 - c) **Enrollment deadline:**
 1. Returning residents must be enrolled for the required number of credits by the end of the spring term preceding the contract period.
 2. Incoming students (freshmen and transfer students) must either be enrolled in the required number of credits or registered for a summer orientation session to receive an assignment.
5. **Contract Period:** The contract period is contingent upon the designated period of specific assignment as outlined here:
 - a) **Nine (9)-month contract** (the entirety of the academic year): Brandt Hall, Cabaniss Hall, Cary & Belvidere, Gladding Residence Center III, Honors College, Johnson Hall, Rhoads Hall and designated rooms in Ackell Residence Center, Grace and Broad Residence Center, and West Grace South.
 - b) **Twelve (12)-month contract** (August 1st through July 15th): Broad & Belvidere, West Grace North and designated rooms in Ackell Residence Center, Grace and Broad Residence Center, and West Grace South.
6. **Cancellation:**
 - a) Cancellation before occupancy
 1. Returning Students: Students selecting their assignment before April 1st are locked in to their space and will not be allowed to cancel. Students receiving an assignment after April 1st will be allowed to cancel their Housing Contract if written request is received within five (5) business days after the assignment is made. Assignment

made after August 1, 2016 will be allowed to cancel without penalty if a written request is received within two (2) business days.

2. New Students admitted to the University for the Fall Semester 2016: Will be allowed to cancel their Housing Contract if a written request is received within five (5) business days after the assignment is made. Assignments made after August 1, 2016 will be allowed to cancel without penalty if a written request is received within two (2) business days. New students admitted for the fall cancelling their assignment will forfeit their \$250 prepayment.
3. New Students admitted to the University for the Spring Semester 2017: Will be allowed to cancel their Housing Contract without penalty if a written request is received within two (2) business days after the assignment is made. New students admitted for the spring semester cancelling their assignment will forfeit their \$250 prepayment.
4. Special Program Residents: Removal from a special program (ASPiRE, Globe, Honors College, LEAD, Innovate, etc.) or canceling involvement in a special program does not result in the cancellation of the Housing Contract, and may be reassigned.

b) Cancellation after occupancy:

1. Withdrawal or Leave from the University: Students who withdraw from the University for any reason will forfeit all monies collected for the current billing cycle. Students removed from housing for judicial reasons during the fall term will forfeit all monies collected for the current billing cycle and will be held financially responsible for spring housing charges. Students removed from housing for judicial reasons during the spring term will forfeit all monies collected for the current billing cycle. Students who withdraw from or leave the University must complete check out procedures and vacate the residential facility within 48 hours of the date indicated by RLH. Students Housing Contracts are managed by RLH; no other office at VCU can release the student from his/her Housing Contract except RLH.
2. Graduation from VCU nine (9) month contract: If the Student graduates fall semester the Resident will be released from his/her Housing Contract as of the end of the fall semester. Students graduating Fall Semester must complete and submit to RLH a withdrawal form by December 1st. Students who graduate but fail to submit the withdrawal form by the above deadlines are subject to a \$500 cancellation charge. Students graduating spring term do not need to submit a withdrawal form.
3. Graduation from VCU Twelve (12) month contract: If the Student graduates fall semester the Resident will be released from his/her Housing Contract as of the end of the academic term and refunded one month's rent. Students graduating Fall Semester must complete and submit to RLH a withdrawal form by December 1st. Students who graduate in the fall but fail to submit the withdrawal form by the above deadlines are subject to a \$500 cancellation charge. Students graduating spring semester will not be released from their housing contract and are financially responsible until the end of the contract, July 15, 2017.

After the cancellation dates noted above, the Housing Contract will be considered intact for the entire contract period and no cancellations will be allowed. This Housing Contract may not be terminated by the resident for: financial aid need, desire to commute from home, medical reasons (other than as required by law), delay in receiving a housing assignment, lack of understanding that this Housing Contract is binding, changing circumstances or opinions about housing, incompatibility with roommate(s)/suite(s), or involvement in a lease off campus.

A resident who fails to move in or moves out of university housing during the semester while remaining a student will be obligated to pay in full for the contract term. A resident who fails to meet the eligibility requirements in section 4, but remains registered at VCU will be obligated to pay in full for the contract term, notwithstanding VCU's termination of the Housing Contract. A student who withdraws from the university prior to the beginning of the contract period that fails to notify RLH in writing will be subject to a \$500 cancellation fee.

7. **Pre-Payment:** New students are required to pay a \$250 prepayment concurrent with their application. The pre-payment is non-refundable and will be applied toward first semester room rates. Cancellation of this Housing Contract at any time during the application process shall result in a forfeiture of the Pre-Payment. Pre-Payments must be made to RLH by the deadlines established in order for the student's application to be considered complete.
8. **Room Rate:** Rental charges for nine month contracts, including utilities, are paid by the semester. Rental charges for twelve (12)-month contracts, including utilities, are split into two six-month periods and are paid by semester. The balance of room fees are due and payable with the payment of tuition and fees to the University Cashier's Office pursuant to the deadlines established by the University's academic calendar. Residents must pay all outstanding charges on their account or risk termination or re-assignment.

9. **Checking In:** Residents must abide by the published Move-In schedule for arrival. Enrolled students that fail to check-in are responsible for the entire term of the Housing Contract.
10. **Holiday Break:** Brandt Hall, Cabaniss Hall, Cary & Belvidere, Gladding Residence Center III, Honors College, Johnson Hall and Rhoads Hall are closed and locked during Thanksgiving Break, Spring Break and the Winter Holiday Break. At the end of the Semester, a student must leave the room in good order not more than twenty-four (24) hours after the Resident's last scheduled final exam or noon the day after the last exams as published in the Academic Calendar. No one may occupy or enter the closed residence halls until the scheduled opening for second semester. Ackell Residence Center, Broad & Belvidere, Grace & Broad Residence Center, West Grace North, and West Grace South will remain open during breaks.
11. **Move Out:**
 - a) **End of contract nine (9)-month contracts:** Residents must leave their room, suite or apartment in good order not more than twenty-four (24) hours after their last scheduled final examination. All residential areas will be closed at noon the day following the last day of exams as published by VCU. Requests to stay late in Housing will not be granted. Graduating Residents may stay until noon of the day after graduation. It is expected that facilities will be left in an acceptable state of cleanliness. Residents will be charged for the cost of additional housekeeping service if deemed necessary.
 - b) **End of contract twelve (12)-month contracts:** Residents must leave their room or suite in good order by noon on the last day of the contract period. Requests to stay late in Housing will not be granted. It is expected that facilities will be left in an acceptable state of cleanliness. Residents will be charged for the cost of additional housekeeping service if deemed necessary.
 - c) **Within contract period:** Students who withdraw or terminate their enrollment during the academic year, or have their enrollment terminated by VCU, must vacate and return keys and/or notify the Residential Life and Housing of their departure within 48 hours. If a student fails to vacate upon termination of this Housing Contract for any reason, VCU may exercise any or all of the following options: (a) remove the student and student's possessions from the premises and bill the student; (b) change the door locks and bill the student; (c) bill the student for all damages suffered by VCU as a result of failure to vacate.

Once a student has checked out and handed over their keys they no longer have access to that space even if their housing contract does not terminate at that time.

12. **Safety and Student Conduct:** Students at VCU are subject to all federal, state, and local laws, as well as VCU's academic, financial, and non-academic rules and regulations. Violations of any of the provisions of this Housing Contract or those outlined in the *VCU Insider*, Student Code of Conduct and the Residential Life and Housing website (www.housing.vcu.edu), or any other official University policies will be considered a violation of the Housing Contract and grounds for removal from University housing. Violations will be referred to the appropriate University personnel for disciplinary action and may also be referred to law enforcement officers for investigation and prosecution under applicable criminal laws.
13. **Assignment and Subletting:** Subletting or transfer of contract of the contracted space is prohibited. The facility is to be used only as a primary residence.
14. **Commercial Enterprise:** Use of a residential facility related to any activity for business or financial gain is prohibited.
15. **Smoking:** Smoking is prohibited in or within 25 feet of all housing facilities.
16. **Changes to Assignments:** Residential Life and Housing will review all room assignments for withdrawals or changes and may reassign students as needed to make efficient use of available space.
17. **Room Changes:** Residential Life and Housing will consider room changes on an individual basis. Room changes can be requested through the Hall Director of each building.
18. **Furnishings and Facilities:** VCU will choose and provide furnishings for each facility. Alteration of any furniture or facilities is prohibited. VCU will not furnish additional storage space during the academic year. All University-owned furniture must remain in its assigned space. It is prohibited to keep any item, including room decorations that may pose a fire hazard, in a residence hall room. Specific information on regulations, policies, prohibited and approved items related to furnishing and facilities are listed on www.housing.vcu.edu.
19. **Maintenance and Repairs:** VCU shall perform all normal interior and exterior maintenance and repairs as necessary. All needs for repairs should be reported to the FMD Office by using the [Quick FM system](#). Residents should not make their own repairs.
20. **Damages:** Residents are responsible for any missing items and damage or defacement that may occur (including restitution costs), except for normal wear and tear. In order to prevent receiving inappropriate damage bills a room condition report must be completed to

document the condition of the room at opening. If we cannot determine responsibility for damage or defacement in common areas (bathrooms, lounges or corridors, etc.), we will distribute the charge equally to all residents of the facility.

21. **Discarded Property:** All personal property, regardless of perceived value, will be considered discarded if left in or near the residence halls after the Student checks out of his/her room and/or the building closes. The University will not take responsibility for such items and items will not be held by the University. Such items are subject to disposal or recycling as deemed appropriate at the student's expense
22. **Insurance:** VCU does not assume any obligation or liability for loss or damage to items of personal property, which may occur in its buildings or on its grounds, prior to, during or subsequent to the terms of this Housing Contract. This list includes but is not limited to damage, loss, fire, water damage, theft, and flooding. Students are urged to purchase renter's insurance for protection against loss or property damage.
23. **Access:** Keys and ID cards are property of VCU. It is against Virginia law to have duplicate keys made. Residents will be assessed a charge for each lost key and for each replaced lock core. Lost keys will result in a charge for replacing all affected keys and locks. Lost keys must be reported promptly to RLH to arrange replacement. Lost ID cards must be reported to the ID office. Keys and ID cards are non-transferable.
24. **Guests:** Visitation is negotiated with respect for rights and responsibilities of roommates, suitemates, and/or apartment mates. All roommates must consent to any guest. The presence of the guest must not pose an unreasonable burden or unreasonable infringement on the privacy and privileges of the roommate. Residents are responsible for the behavior of their guests and their compliance with all University policies. Please review the most up to date guest policy located in the VCU Insider.
25. **Criminal Conviction or Protective Order:** If convicted of any felony or any crime requiring your registration on the Sex Offender or Crimes Against Minors Registry (SOR), or subject to a protective order at any time during the term of the Housing Contract, the Resident is required within seventy-two (72) hours of the conviction or entry of the protective order, to notify in writing Residential Life and Housing in accordance with the notice's provisions. Residential Life and Housing reserves the right to cancel any Housing Contract if, in the sole judgment of VCU, a Resident may pose a threat of substantial harm to persons or to University property or if VCU determines that the Housing Contract was granted on the basis of inaccurate or incomplete information in the application.
26. **Sales, Solicitation, and Peddling:** Sales, solicitation, and peddling are prohibited within University residential areas.
27. **Special Accommodations:** Activities of the university are designed to promote the continuing policy of providing equal opportunity for employment and education and access to all programs and services without regard to race, color, national origin, religion, age, gender, sexual orientation, gender identity, political affiliation, veterans' status, or disability. If special accommodations are required for a documented medical need a request must be submitted to the Office of Disabilities Support Services, all other requests should be directed to RLH.
28. **Additional Provisions:** VCU retains unilateral right to terminate this license for the breach of any term or condition of this Housing Contract by the student. Failure of either party to insist upon strict performance of any of the terms or conditions herein shall not be deemed a waiver of any rights or remedies of either party, and shall not be deemed a waiver of any subsequent breach or default in any of the terms or conditions herein.
29. **Governing Law:** The terms of this Housing Contract shall be governed by the laws of the Commonwealth of Virginia.