

2023 Summer Housing Contract

1. This Housing Contract constitutes an agreement between Virginia Commonwealth University (VCU) and the student signatory (Resident or parent/guardian if the student is under 18), for the use of certain University property as a personal residence to include a room, suite, or apartment-style residence (Housing Assignment). The parties understand and agree that their intent is strictly contractual in nature, providing the Resident with housing accommodations subject to the specific requirements and limitations in this Housing Contract and that it is not their intent to create a landlord-tenant relationship despite use of any term such as “rental.”

2. The Resident is permitted to use the Housing Assignment subject to limitations detailed in this Housing Contract and set by RLH staff, including the assigned move-in and move-out dates. In addition to the Housing Assignment, the Resident may use common areas, including but not limited to hallways, lounges, and bathrooms only in accordance with the terms of this Housing Contract, the Student Code of Conduct, the Guide to Residential Living, and any other applicable law or VCU policy. Further, the Resident is responsible for the conduct of the Resident’s guest(s) and compliance by such guests with all applicable university policies.

3. General Provisions: Housing Contracts are managed by Residential Life and Housing (RLH); no other office at VCU may release the Resident from this Housing Contract. VCU reserves the right at any time to:

- a) Alter, change, or revoke a Housing Assignment, including but not limited to a temporary relocation to accommodate maintenance and cleaning; designate any or all student housing as available for expanded occupancy; change any Housing Rate;
- b) Enter with or without advanced notice during reasonable hours for routine operations, including maintenance, inspections, repairs, or housekeeping duties, or at any time for an emergency;
- c) Control access or egress from the residence halls and/or floors, and;
- d) Revoke or temporarily suspend this Housing Contract for any reason, including if VCU determines in its sole discretion that (i) the Resident has violated the terms of the Housing Contract or any relevant VCU policy, (ii) the Resident’s presence in a residence hall poses a reasonable risk to the health or safety of persons, to University property, or to University operations, including violation of any health or safety protocol, or (iii) the Housing Contract was granted on the basis of inaccurate or incomplete information in the application. No refund or cancellation of housing charges will be made to the Resident if the Resident is dismissed or suspended (even if an appeal of such

action is pending), has breached this Housing Contract, or has otherwise vacated the premises prior to the end of the Contract Period.

- e) Revoke this Housing Contract and the Resident's occupancy rights in the event that closure of the facility or termination of this contract is deemed necessary due to events beyond the control of the University, including but not limited to fire, earthquake, flood, hurricane, or other significant weather event or natural disaster, act of God, strikes, work stoppages or other labor disturbances, riots or civil commotions, litigation, war or other act of any foreign nation, plague, epidemic, pandemic, power of government or governmental agency or authority, state of emergency ("Closure Event"). Following a Closure Event, all refunds of housing fees will be offered on the following schedule according to the academic calendar for undergraduate classes:

4. Eligibility: VCU, within its sole discretion, may revoke the Housing Contract or re-assign a Resident who fails 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: All Residents must remain enrolled (including current registration and regular attendance) in classes at VCU as set forth below unless they have been approved for an exemption request from the RLH Senior Associate Director of Administrative Services or designee:
 - 1. Undergraduate students must be enrolled in summer courses or participating in a qualifying VCU sponsored program or internship. Qualifying programs are full-time programs with a residential component authorized by RLH.
 - 2. Graduate students must be enrolled in summer courses

Eligibility is not dependent on in-person, virtual, or hybrid course modality. Enrollment in any one modality or a change in course modality is not grounds for a release from this Housing Contract.

5. Contract Period: The Summer Contract Period for housing assignments begins and ends on the dates listed in the assignment letter sent by Residential Life and Housing.

6. Cancellation:

Except for the limited cancellation permitted by this section, this Housing Contract may not be terminated by the Resident for any reason, including financial aid need, desire to commute from home, change in course modality, 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)/suitemate(s), failure to move in or early move-out, or involvement in a lease off-campus.

For cancellation, the Resident must submit the Request to Cancel Form (available on the RLH website). Cancellation will not result in a refund of any Pre-Payment (see section 7).

7. **Housing Rate:** The Resident must pay the full Housing Rate, which includes utilities, for the housing assignment even if they fail to meet eligibility requirements or if RLH terminates this Housing Contract unless they request cancellation as set forth in section 6. Housing Rates for Academic Year contracts are paid by the semester. The balance of the Housing Rate is due and payable with the payment of tuition and fees to Student Accounting pursuant to the deadlines published in the University Academic Calendar—residents with outstanding housing charges risk termination of the Housing Contract. Housing Rate information can be found on housing.vcu.edu/summer housing.

8. **Move-In:** Residents must complete all move-in requirements, including compliance with the Move-In Schedule published on the RLH website. Residents who fail to complete the requirements of Move-In are responsible for the entirety of the Housing Contract.

9.. **Move Out:** Residents must vacate their Housing Assignment by the date and time set forth in their assignment letter and must leave it in good order according to the instructions of RLH staff. Residents will be charged for the cost of additional housekeeping or maintenance services as deemed necessary by VCU. Once the Resident has checked out and returned their keys or access fob, the Resident will no longer have access to their Housing Assignment, notwithstanding the Contract Period. Requests to stay late in housing will not be granted. If the Resident fails to vacate or otherwise comply with Move-Out requirements for any reason, VCU may exercise any or all of the following options and charge the Resident for reasonable costs: (a) remove the Resident and the Resident's possessions from the premises; (b) change the locks; (c) repair all damages as a result of the Resident's failure to comply.

10. **Safety and Student Conduct:** Students are subject to applicable federal, state, and local laws, as well as VCU's academic, financial, and non-academic policies, rules, and regulations. Violations of any of the provisions of this Housing Contract, the Student Code of Conduct, the Guide to Residential Living or other requirements on the RLH website (www.housing.vcu.edu), or any other University policy will be considered a violation of the Housing Contract and may be grounds for removal from University housing. In addition, RLH may refer relevant information that a student has been found in violation of this Housing Contract to appropriate University officials for disciplinary action and law enforcement officers for investigation and prosecution under applicable criminal laws. Failure to comply with any VCU health and safety protocol will be considered a violation of the Housing Contract and may be grounds for removal from housing.

11. **Assignment and Subletting:** RLH maintains all control of Housing Assignments. Subletting or transfer of any Housing Assignment or other area in university housing is prohibited. Residence Halls are to be used by Residents only as a primary residence.
12. **Commercial Activity:** Use of a residential facility related to any activity for business or financial gain is prohibited. As set forth in the university's policy on Reservation and Use of Space, any commercial use of RLH space must be authorized in writing by the vice president of student affairs or designee. Commercial door-to-door activities and commercial solicitations are prohibited. Sales, solicitation, and peddling are prohibited within University residential areas, including interior and exterior spaces.
13. **Smoking:** Smoking, vaping, and the use of all tobacco products is prohibited on university property, except as specifically permitted in the university's Smoke and Tobacco-Free Campus policy, for example, in an outdoor area specifically identified as a "Designated Smoking Area."
14. **Administrative Room Changes:** RLH will review all room assignments for withdrawals or changes and may reassign students as needed, for example, to make efficient use of available space or resources.
15. **Furnishings and Facilities:** VCU will choose and provide furnishings for each Housing Assignment and residence hall. Alteration of any furniture or facilities is prohibited. VCU will not provide additional storage space during the academic year. All University-owned furniture must remain in its assigned space. It is prohibited to keep any item that may pose a fire hazard, including certain room decorations, 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.
16. **Maintenance and Repairs:** VCU shall perform all regular interior and exterior maintenance and repairs as necessary. All needs for repairs should be reported to the appropriate office by using the provided work order system. Residents may not make their own repairs and may be charged for any damage caused.
17. **Damages:** Residents are responsible for any missing items and damage or defacement that may occur (including restitution costs), except for normal wear and tear. The Resident must complete a room condition report according to the instruction of RLH staff to document the condition of the room at move-in to avoid unwarranted bills for damage. If RLH cannot reasonably determine responsibility for damage or defacement in common areas (bathrooms, lounges or corridors, etc.), charges will be equally distributed to all residents assigned to that area.
18. **Discarded Property:** All personal property, regardless of perceived value, will be considered discarded if left in or near the residence halls after the Resident moves out or the

building closes, whichever is sooner. VCU disclaims any responsibility for such items, will not hold them, and may dispose or recycle them at the Resident's expense.

19. 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 Contract Period. This list includes but is not limited to damage, loss, fire, water damage, theft, and flooding. Residents (and their parents or guardians) are strongly encouraged to purchase and maintain insurance to cover such losses. In the event of loss of university property, the Virginia Department of Risk Management may ask the university to seek information about applicable insurance coverage held by individual Residents and their families.

20. Access: Keys, or access fobs, and VCU ID cards are property of VCU and non-transferable. Duplicating or copying keys, fobs, or cards is a violation of Virginia law. Lost keys, fobs, or cards will result in charges for replacing or altering all affected keys, fobs, cards, and locks. Lost keys, and fobs must be reported to RLH within 24 hours to arrange a replacement. Lost VCU ID cards must be reported to the VCU Card office within 24 hours.

21. Guests: When inviting guests, Residents must consider the rights and responsibilities of other Residents of the assigned space, including roommates, suitemates, and/or apartment-mates. All residents of an assigned space must consent to any guest to that space. Residents are responsible for the behavior of their guests and their guests' compliance with applicable University policies and may be subject to disciplinary action. Please review the guest policy in effect, which is published on the RLH website. RLH reserves the right to alter or suspend the guest policy.

22. Criminal Conviction or Protective Order: If at any time during the Contract Period, a Resident is required to register on the Sex Offender or Crimes Against Minors Registry (SOR) [§11] or is subject to a protective order, the Resident must notify RLH in writing within seventy-two (72) hours of the conviction or entry of the protective order or as otherwise required by law.

23. Anti-Discrimination: VCU does not discriminate in admissions, treatment, employment or access to its programs or activities on the basis of race, color, religion, national origin (including ethnicity), age, sex (including pregnancy, childbirth and related medical conditions), parenting status, marital status, political affiliation, military status (including veteran status), genetic information (including family medical history), sexual orientation, gender identity, gender expression, or disability, as required by law. (www.equity.vcu.edu/discrimination)

24. Accommodation: If the Resident requires housing-related accommodation for a disability, the Resident must submit a request to Student Accessibility and Educational Opportunity (SAEO), regardless of the Resident's academic program. Residents should direct all other housing-related requests to RLH.

25. Additional Provisions: VCU retains unilateral right to revoke this Housing Contract for the breach of any term or condition by the Resident. Failure of either party to insist upon strict performance of any of the terms or conditions herein will not be deemed a waiver of any rights or remedies of either party and will not be deemed a waiver of any subsequent breach or default in any of the terms or conditions herein.

26. Governing Law: The terms of this Housing Contract will be governed and construed in accordance with laws of the Commonwealth of Virginia without giving effect to any choice or conflict of laws provision or rule.
