

2018-2019 Housing Contract

1. This Housing Contract constitutes an agreement by Virginia Commonwealth University (VCU), with the enrolled student ('Resident'), for the use of certain University property as a personal residence. The parties understand and agree that their intent is strictly contractual in nature, providing the student with housing accommodations subject to the specific requirements and limitations set out herein and that it is not their intent to create a landlord-tenant relationship despite use of any term such as "rental" rate.
2. This Housing Contract allows the Resident to use the space assigned to the Resident, subject to any restrictions indicated herein or at any time by RLH staff. Residents may use areas, including but not limited to common areas, 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, a Resident is responsible for the conduct of any guest(s) and compliance with all university policies.
3. General Provisions: Housing Contracts are managed by Residential Life and Housing (RLH); no other office at VCU may release the student from his/her Housing Contract. 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 or 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 temporarily suspend this Housing Contract for any reason, including if VCU determines in its sole discretion that (i) a 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 risk to the health or safety of persons or to University property, or (iii) the Housing Contract was approved on the basis of inaccurate or incomplete information in the application. VCU may suspend this Housing Contract pending resolution of any allegation of the above.

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.

4. Eligibility: VCU, within its sole discretion, may terminate 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 be making continual progress towards a degree and be registered for classes at VCU as set forth below:
 - 1. Undergraduate students must remain continually enrolled in at least nine credits.
 - 2. Graduate students must remain continually enrolled in the number of credits indicating full-time status as defined by their program.
 - 3. Residents with twelve (12)-month Housing Contracts must meet the credit requirements in this section for fall and spring terms and are exempt from credit requirements only during summer session.
 - 4. In certain limited circumstances, students may obtain permission to drop temporarily below the required minimum number of credits. Students wishing to do so may submit an exemption request form to the Senior Associate Director of Administrative Services for RLH. Residents should be aware that to graduate in four years they should take a minimum of 15 credits per term.
- c) Enrollment deadline to receive an assignment:
 - 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 enroll in the required number of credits or register for a summer orientation session. RLH reserves the right to cancel a housing assignment if an incoming student fails to either remain enrolled or attend orientation as required above.

5. Contract Period: The contract period is contingent upon the designated period of the specific assignment as outlined here:

- a) Nine (9)-month contract (the entirety of the academic year): Brandt Hall, Cabaniss Hall, Cary & Belvidere, Gladding Residential Center, Gladding Residence Center III, Honors College, Johnson Hall, and Rhoads Hall.
- b) Twelve (12)-month contract (August 1st through July 15th): Broad & Belvidere, West Grace North, 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 may not cancel their Housing Contract. Students receiving an assignment after April 1st may cancel their Housing Contract if a written request to cancel is received within five (5) business days after the assignment is received. Assignments received after August 1 may be cancelled if a written request is received within two (2) business days of receiving the assignment. Because returning students do not pay a Pre-Payment, cancelling an assignment according to this section is without penalty.
2. **Incoming Students admitted to the University for the Fall Semester 2018:** May cancel their Housing Contract if a written request is received within five (5) business days after the assignment is received. Assignments received after August 1 may be cancelled if a written request is received within two (2) business days of receiving the request. The \$250 Pre-Payment will not be refunded for cancellation according to this section.
3. **Incoming Students admitted to the University for the Spring Semester 2019:** May cancel their Housing Contract if a written request is received within two (2) business days after the assignment is received. The \$250 Pre-Payment will not be refunded for cancellation according to this section.
4. **Note for Special Program Residents:** Removal from or canceling involvement in a special program, such as ASPiRE, Globe, Honors College, LEAD, Innovate, or any other Living Learning Community, for any reason may not result in the cancellation of the Housing Contract. VCU may reassign Residents in this situation to another housing assignment.

b) Cancellation after occupancy:

1. **Withdrawal or Leave from the University:** Residents who withdraw from the University for any reason will be charged for the remainder of the semester in which they withdraw. If such withdrawal is during the fall semester, VCU may release the Resident from spring semester housing charges in certain limited

circumstances, for example, if the Resident's assignment can be reassigned to another student. Students removed from housing for conduct reasons at any time will be charged for the remainder of the Contract Period. Any Resident leaving the University for any reason must complete check out procedures and vacate the residential facility within 48 hours of the date indicated by RLH.

2. Graduation from VCU nine (9) month contract: If the Resident graduates fall semester, the Resident will be released from this Housing Contract at the end of the fall semester. Residents graduating fall semester must complete and submit to RLH a withdrawal form by December 1st. Residents who graduate but fail to submit the withdrawal form by the above deadline are subject to a \$500 cancellation charge. Residents graduating spring term do not need to submit a withdrawal form.
3. Graduation from VCU twelve (12) month contract: Residents graduating fall semester may be released from the Housing Contract at the end of the fall academic term and refunded or credited one month's rent if they complete and submit to RLH a withdrawal form by December 1st. Residents who graduate in the fall but fail to submit the withdrawal form by the above deadline are subject to a \$500 cancellation charge. Residents graduating spring semester will not be released from this Housing Contract and are financially responsible until the end of the Contract Period.

After the cancellation request deadlines noted above, the Housing Contract will be in effect for the entire Contract Period. This Housing Contract may not be terminated by the Resident for any reason, including 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 Contract Period will be obligated to pay in full for the Contract Period. A Resident who fails to meet eligibility requirements (including those in section 4) but remains registered at VCU is obligated to pay in full for the Contract Period, even if VCU terminates the Housing Contract. A Resident who withdraws from the university or falls below the minimum course credit requirement prior to the beginning of the Contract Period and 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 pre-payment 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 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. Residents who fail to check-in are responsible for the entirety of the Housing Contract.

10. Holiday Break Closings: Brandt Hall, Cabaniss Hall, 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 fall semester, a Resident must leave the room in good order according to the instruction of RLH staff not more than twenty-four (24) hours after the Resident's last scheduled final exam or 10:00am the day after the last exams as published in the Academic Calendar, whichever happens first. No Resident may occupy or enter the closed residence halls until the scheduled opening for spring semester. Ackell Residence Center, Broad & Belvidere, Cary & Belvidere, Gladding Residence Center, Gladding Residence Center Phase III, 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 according to the instruction of RLH staff not more than twenty-four (24) hours after their last scheduled final examination, or when the building closes, whichever happens first. All residential areas will be closed at 10:00 am 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 10:00am of the day after graduation. Residents must leave facilities in an acceptable state of cleanliness and will be charged for the cost of additional housekeeping service if deemed necessary by VCU.
- b) End of contract twelve (12)-month contracts: Residents must leave their room or suite in good order by 10:00 am on the last day of the Contract Period. Requests to stay late in Housing will not be granted. Residents must leave facilities an acceptable state of cleanliness and 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 the room, return any keys or access fobs, and notify

RLH of their departure within 48 hours. If a Resident 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 Resident and Resident's possessions from the premises and charge the Resident for such removal; (b) change the door locks and charge the Resident; (c) charge the Resident for all damages suffered by VCU as a result of failure to vacate.

Once a Resident has checked out and returned their keys or access fob, they no longer have access to that space even if their Housing Contract remains in effect.

12. **Safety and Student Conduct:** Students at VCU 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, 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 personnel for disciplinary action and to law enforcement officers for investigation and prosecution under applicable criminal laws.

13. **Assignment and Subletting:** RLH maintains all control of housing assignments. Subletting or transfer 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 university buildings, including housing facilities. This includes all tobacco products, pipes, cigars, e-cigarettes or any device representing the use of smoking a product whether synthetic or organic.

16. **Administrative Room Changes:** Residential Life and Housing will review all room assignments for withdrawals or changes and may reassign students as needed, for example, to make efficient use of available space.

17. **Room Change Requests:** Residential Life and Housing will consider room change requests 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 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 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.

19. **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.
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. A Resident must complete a room condition report according to the instruction of RLH staff to document the condition of the room at check-in to avoid unwarranted damage bills. If Residential Life and Housing cannot 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.
21. **Discarded Property:** All personal property, regardless of perceived value, will be considered discarded if left in or near the residence halls after the Resident checks out of the room 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.
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 Contract Period. This list includes but is not limited to damage, loss, fire, water damage, theft, and flooding. Students (and their parents or guardians) are strongly encouraged to purchase and maintain appropriate insurance to cover such losses.
23. **Access:** Keys or access fobs and VCU ID cards are property of VCU and non-transferable. Duplicating or copying keys, access fobs, or access cards is a violation of Virginia law. Lost keys or access fobs will result in charges for replacing or altering all affected keys, access fobs, cards, and locks. Lost keys or access fobs must be reported to RLH within 24 hours (or according to instruction of RLH staff) to arrange replacement. Lost VCU ID cards must be reported to the VCU Card office.
24. **Guests:** Visitation is negotiated with respect for 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. The presence of the guest must not pose an unreasonable burden or unreasonable infringement on the privacy and privileges of another resident. Residents are responsible for the behavior of their guests and their compliance with applicable University policies. Please review the guest policy in effect, which is located on the RLH website.
25. **Meal Plans:** Residents living in Apartment Style halls, Ackell Residence Center, Broad & Belvidere, Cary & Belvidere, Grace & Broad Residence Center, West Grace North, and West Grace South are not required to have a meal plan. Residents living in traditional and suite style halls, Brandt Hall, Cabaniss Hall, Gladding Residence Center, Gladding Residence Center Phase 3, Honors College, Johnson Hall and Rhoads Hall are required to have a meal plan.

26. **Criminal Conviction or Protective Order:** If at any time during the Contract Period a Resident is convicted of any felony or any crime requiring registration on the Sex Offender or Crimes Against Minors Registry (SOR) 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.

27. **Sales, Solicitation, and Peddling:** Sales, solicitation, and peddling are prohibited within University residential areas, including interior and exterior spaces.

28. **Equal Opportunity:** VCU's notice of nondiscrimination, equal opportunity and affirmative action (www.policy.vcu.edu) describes its policy designed to promote equal opportunity for employment and education and access to all programs and services without regard to protected status, such as race, color, national origin, religion, age, gender, sexual orientation, gender identity, political affiliation, veterans' status, or disability.

29. **Accommodation:** If a Resident requires accommodation for a documented disability, a request must be submitted to the Office of Student Accessibility and Educational Opportunity. All other requests should be directed to RLH.

30. **Additional Provisions:** VCU retains unilateral right to terminate 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 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. RLH reserves the right to cancel this contract if, in the sole judgment of the University, a Resident or invited guest may pose a threat of substantial harm to persons or to University property or if the University determines that the contract was granted on the basis of inaccurate or incomplete information.

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