

2022-2023 Housing Contract

1. This Housing Contract constitutes an agreement between Virginia Commonwealth University (VCU) and the student signatory (Resident), 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” rate.
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 cancel a Housing Assignment, including but not limited to a temporary relocation to accommodate hall 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 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) Terminate 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 approved 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) The University may terminate 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:

Closure Event Occurs	Percentage of Semester Fees Refunded
Prior to the end of the 3rd week of classes	60%
During the 4th week of classes through the end of the 6th week of classes	40%
During the 7th week of classes through the end of the 8th week of classes	20%
After the end of the 8th week of classes	5%

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 remain enrolled (including current registration and regular attendance) in classes at VCU for fall and spring terms as set forth below unless they have been approved for an exemption request from the Senior Associate Director of Administrative Services for RLH:

1. Undergraduate students must remain enrolled in at least nine credits.
2. Graduate students must remain enrolled in the number of credits indicating full-time status as defined by their program.

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.

- 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 for housing assignments is listed below. NOTE: The beginning of the Contract Period is not the date on which Residents may move in. Residents may move-in according to the Move-In schedule published on the RLH website, and Residents must vacate their Housing Assignment as set forth in section 11:

- a) Academic Year (Aug 20-May 12): Brandt Hall, Cary & Belvidere, Gladding Residence Center (main), Gladding Residence Center III, Honors College, Johnson Hall, Rhoads Hall, and West Grace South.
- b) Extended Contract (Aug 8- July 15): West Grace North, Ackell Residence Center, Grace and Broad Residence Center, and Broad and Belvidere. For residents remaining in the Housing Assignment, which was assigned under the previous Housing Contract, the Contract Period begins on July 16.

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)/suite(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) within the time periods set forth below. Cancellation will not result in a refund of any Pre-Payment (see section 7). 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.

a) Cancellation before occupancy

1. Students Returning to the University:

Date Assignment Received	Option to Cancel
Before April 1	No cancellation option
April 1 - August 1	Within five (5) business days
After August 1	Within two (2) business days

2. Incoming Students First Enrolling at the University for the Fall Semester:

Date Assignment Received	Option to Cancel
Through August 1	Within five (5) business days
After August 1	Within (2) business days

3. Incoming Students First Enrolling at the University for the Spring Semester:

Date Assignment Received	Option to Cancel
Anytime	Within two (2) business days

4. Note for Special Program Residents: Removal from or ending involvement in a special program, such as Honors Transform 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. VCU may release the Resident from housing charges in certain limited circumstances, for example, if the Resident's assignment can be reassigned to another student or certain instances of university-approved Medical Leave of Absence. 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. Students removed from housing for violation of a relevant VCU policy at any time will be charged for the remainder of the Contract Period.
 3. Fall graduation: A fall graduate will be released from this Housing Contract at the end of the fall semester (or January 31 for an Extended Contract) if the Resident submits the Request to Cancel form by December 1. Fall Graduates on an Extended Contract will receive a refund or credit for one month's rent. Spring graduates may not cancel this Housing Contract and are financially responsible until the end of the Contract Period.
7. Prepayment: Students that apply during the summer application process are required to pay a \$250 prepayment upon application. The prepayment is non-refundable and will be applied toward first-semester housing rates. Cancellation of this Housing Contract at any time during the application process will result in a forfeiture of the Prepayment. Prepayments must be made to RLH by the deadlines established in order for the student's application to be complete.
8. 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. Housing Rates for Extended contracts are split into two six-month periods and are paid by semester. The balance of the Housing Rate is 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 of the Housing Contract. Housing Rate information can be found on housing.vcu.edu under the “Help Center” tab in the resource section.

9. Move-In: Residents must abide by the published Move-In schedule for arrival. Residents will not be permitted to move in until they have completed all move-in requirements as published by Residential Life and Housing on the RLH website. Residents who fail to complete the requirements of Move-In are responsible for the entirety of the Housing Contract.

10. Break Information:

Halls with Academic Year Contracts are closed and locked during Thanksgiving Break, Winter Break, and Spring Break as identified in the University Academic Calendar. At the end of the fall semester, the 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 10:00 am 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 the spring semester.

Halls with Extended Contracts will remain open during breaks. RLH may require the Resident of these halls to complete a request form in order to remain in their assigned space over breaks and to complete additional requirements to remain on campus.

11. Move Out: Residents must vacate their Housing Assignment by the date and time set forth below 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.

- a) End of Academic Year contracts: Residents must vacate their Housing Assignment 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 in the VCU academic calendar. Graduating Residents may stay until 10:00 am of the day after graduation.
- b) End of Extended contracts: Residents must vacate their Housing Assignment by 10:00 am on the last day of the Contract Period.

- c) Within Contract Period: Students who withdraw or terminate their enrollment during the academic year, or have their enrollment terminated by VCU, must vacate their Housing Assignment, return any keys or access fobs, notify RLH of their departure within 48 hours, and comply with any other reasonable RLH directives.

12. 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 personnel for disciplinary action and law enforcement officers for investigation and prosecution under applicable criminal laws. Failure to comply with VCU'S Responsible Together health and safety protocols designed to mitigate the risk of COVID-19, such as daily health checks and surveillance testing, will be considered a violation of the Housing Contract and may be grounds for removal from housing.

13. 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. 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, 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."

16. 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. Residents must follow RLH directions for temporary room changes to isolate or quarantine in the event of a public health emergency such as COVID-19.

17. Room Change Requests: RLH 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 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.

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. 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.

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 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.

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. Residents (and their parents or guardians) are strongly encouraged to purchase and maintain appropriate 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.

23. 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, 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.

24. Guests: When inviting visiting 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. 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 guests' compliance with applicable University policies. Please review the guest policy in effect, which is published on the RLH website. RLH reserves the right to suspend the guest policy if needed.

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, Gladding Residence Center (main), Gladding Residence Center III, 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. Anti-Discrimination: VCU is committed to providing accessible and equitable living, learning, and working environments free from discrimination and harassment based on 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 veterans with non-dishonorable discharge, active duty military, active duty reserves, and military dependents such as spouses and children), genetic information (including family medical history), sexual orientation, gender identity, gender expression, and disability. (www.equity.vcu.edu/discrimination)
29. Accommodation: If the Resident requires accommodation for a disability, a request must be submitted to the Student Accessibility and Educational Opportunity (SAEO). 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 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.
31. 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.