

2026 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 VCU 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 or convey an interest in real estate despite the 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 Residential Life and Housing (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, or other requirements on the RLH website (www.housing.vcu.edu), and any applicable law or VCU policy, rule or regulation (“Housing Requirements”). Further, the Resident is responsible for the conduct of the Resident’s guest(s) and compliance by such guests with all applicable VCU policies.

3. General Provisions:

Housing Contracts are managed by 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 or permanent 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 (i.e., ingress 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 applicable law or policy, including, but not limited to, the policies referenced in section 2 of this Housing Contract, (ii) the Resident unreasonably disrupts VCU operations or the activities of other residents, (iii) the

Resident's presence in a residence hall poses more than an unreasonable risk to the health or safety of any person or persons, to VCU property, or to VCU operations, including violation of any health or safety protocol, or (iv) 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 VCU, 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.

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 and graduate 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.

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).

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](http://housing.vcu.edu/summer_housing).

8. **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.

9. **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.

10. **Room Change Requests:** RLH will consider room change requests on an individual basis. Room changes can be requested via email at conferences@vcu.edu.

11. **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.

12. **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.

13. 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.

14. Safety and Student Conduct: Students are subject to applicable Housing Requirements as defined in section 2. Violations of any of the Housing Requirements will be considered a violation of the Housing Contract and may be grounds for removal from VCU housing. In addition, RLH may refer relevant information that a student has been found in violation of this Housing Contract to appropriate VCU 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.

15. 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.

16. Alcohol and Other Drugs: In accordance with the federal and state law/policy, VCU prohibits the unlawful possession, use, or distribution of drugs and alcohol by students and employees on VCU property, or as part of or affecting any VCU activity. Marijuana (cannabis) is a controlled substance under federal law and therefore its possession, use, or distribution is prohibited by VCU's policy on Alcohol and Other Drugs as a drug, regardless of any law of the Commonwealth of Virginia that may permit its possession or use.

17. Assignment and Subletting: RLH maintains all control of Housing Assignments. Subletting or transfer of any Housing Assignment or other area in VCU housing is strictly prohibited. Residence Halls are to be used by Residents only as a primary residence. Violations will be strictly enforced by VCU.

18. Commercial Activity: Use of a residential facility related to any activity for business or financial gain is restricted. As set forth in VCU's policy on Campus Expression and Space Utilization, 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 VCU residential areas, including interior and exterior spaces.

19. 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) or

is subject to a protective order preliminary, permanent, or emergency), 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.

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. Details regarding abandoned property can be found in the Guide to Residential Living located on the RLH website (www.housing.vcu.edu),

22. 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 VCU-owned furniture must remain in its assigned space. It is prohibited to keep any item that may pose a fire and/or safety 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.

23. 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 VCU policies and may be subject to disciplinary action for failing to supervise or direct the conduct of a guest who violates VCU policy. Please review the guest policy published on the RLH website. RLH reserves the right to alter or suspend the guest policy.

24. 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 VCU property, the Virginia Department of Risk Management may ask VCU to seek information about applicable insurance coverage held by individual Residents and their families.

25. Smoking: Smoking, vaping, and the use of all tobacco products is prohibited on VCU property, except as specifically permitted in VCU's Smoke and Tobacco-Free Campus policy, for example, in an outdoor area specifically identified as a "Designated Smoking Area."

26. Anti-Discrimination: VCU does not discriminate in its housing programs or activities on the basis of any category protected by law. (www.equity.vcu.edu/discrimination)

27. 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.

28. 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.

29. Severance: If any provision of Housing Contract (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of the Housing Contract, and the validity and enforceability of the other provisions of the Housing Contract shall not be affected.