

Terms and Conditions of the Summer 2011 Housing Agreement

Housing & Residence Life • 4603 Elkhorn Avenue, Suite 1208 • Norfolk, VA 23529 • (phone) 757-683-4283 • (fax) 757-683-4863 • (email) housing@odu.edu

Please read all provisions of this agreement as you are legally bound by these terms and conditions for the entire agreement period. You are responsible for the policies and procedures found in the Student Code of Conduct and the Housing & Residence Life Policies and Procedures Handbook.

- 1. Parties:** This agreement is made by and between Old Dominion University and the student (also referred to as the Resident). Housing & Residence Life and the Resident, in consideration of the terms and conditions stated in this document, do hereby agree with each other as follows:
- 2. Eligibility:** Any degree-seeking student in good financial standing who is enrolled at Old Dominion University may enter into this agreement.
- 3. Duration of the Agreement:** This agreement is binding for the entire agreement period or the portion of the agreement period remaining at the time of occupancy. Failure to claim a key and/or ID card does not release a student from the agreement. This agreement cannot be terminated by the Resident except under the conditions listed in the *Petition for Release*.
 - 3a.** The Resident agrees to vacate the assigned room within 48 hours upon loss of status as an enrolled student during this agreement, if the Resident fails to register for credit course work and within 48 hours after his/her last exam.
 - 3b.** Agreement Periods are for no less than one Summer Session Period, beginning no earlier than the first day of the period.
 - 3c.** The Resident must check-in to claim the space by noon the day following the initial arrival date. Failure to do so will result in the re-assignment of the room and a forfeiture fee. Prior written notice is required to hold a space after the deadline.
 - 3d.** Summer School housing ends on August 11, 2011; however, if a Resident is not registered for a class that ends on August 11, the Agreement must end on August 4, 2011.
 - 3e.** All Residents must vacate summer school housing by the indicated date of departure. If these dates must be changed, it is necessary to notify Housing & Residence Life in writing, a minimum of two weeks in advance to determine the possibility of this change.
- 4. The University Agrees:**
 - 4a.** The University will provide a room accommodation to the student for a period of one agreement period (see Agreement Periods, section 16) exclusive of vacation periods or any other period when the University is officially closed unless the Resident has specifically requested the latter type housing on the Housing & Dining Application. An additional fee will be assessed for housing provided outside of the regular agreement period. Residential services, including access to the assigned complex and room, begin on the corresponding opening day.
 - 4b.** The University will provide a residence hall staff in accordance with University policy and provide a living experience which complements the academic mission of the University.
 - 4c.** The University will provide a reasonable amount of light, heat, electricity and hot water. Student rooms shall be furnished with a bed, mattress, drawer space, desk (including chair), and wardrobe/closet space.
- 5. The Resident Agrees:** The Resident agrees to pay all fees specific, to observe all policies and procedures of the Old Dominion University and abide by the terms and conditions of this agreement and other University publications, such as the *Student Code of Conduct* and the *Housing & Residence Life Policies and Procedures Handbook*.
 - 5a.** Failure to fulfill the terms of this agreement may lead to termination of this agreement, removal from University-owned housing, and a review of the individual's status as a student at Old Dominion University.
 - 5b.** The Resident assumes any and all liability for damage, cleanliness, or other claims made as a result of the Resident's negligent loss of access cards, keys or premises assigned to him/her.
- 6. Rates and Payments:** Housing rates for Summer 2011 will be established by Housing & Residence Life and made available to Residents at the time of application.
 - 6a.** All applicants must submit a \$50.00 prepayment (non-refundable after starting one week prior to scheduled check-in). Upon acceptance of the Terms and Conditions of this agreement, the prepayment will apply as a housing deposit towards the overall room charges.
- 6b.** No refunds will be made to an enrolled student who fails to return to an assigned hall/room unless the student has been officially released from his/her Summer Housing Agreement. Failure of a Resident to satisfy the financial obligations stipulated under this agreement may result in a Financial Hold on registration and other official records.
 - 6c.** Housing fees may be partially refundable to a student withdrawing from the University according to established University policies.
 - 6d.** The entire summer balance will be uploaded to student accounts prior to June 1, 2011 and the balance is due July 5, 2011.
- 7. Room Assignment:**
 - 7a.** The University does not discriminate on the basis of race, sex, age, ability, veteran status, religion, sexual orientation, or national origin in the administration of housing.
 - 7b.** Name and ODU email address may be given to roommates unless a specific request to withhold this information is received in a timely manner.
 - 7c.** The University reserves the right to consolidate vacancies either prior to occupying the room or during the summer period.
 - 7d.** The University reserves the right to administratively reassign residents to other rooms as needed.
- 8. Agreement Cancellations:**
 - 8a.** The Housing & Dining Agreement is for the full academic year and may be cancelled if the Resident provides written cancellation at a minimum of one week prior to scheduled move-in. After that point, the agreement is final and can only be broken through the *Cancellation/Petition for Release* processes which have specific eligibility requirements and are not guaranteed.
 - 8b.** If the Resident fails to occupy the assigned room by 12:00 p.m. on the first day of classes, the assignment may be cancelled unless the individual makes a written request to the Housing & Residence Life to hold the room until a later date. However, non-occupancy of the assigned space does not terminate the Housing & Dining Agreement.
 - 8c.** If a student enters into a Housing & Dining Agreement, but does not cancel and is enrolled in classes as an Old Dominion University student, he/she will be held financially responsible for the agreement, minus the pre-paid housing fee.
- 9. Cancellation/Petition for Release Policies:**
 - 9a.** Residents are eligible to cancel his/her Housing and Dining Agreement through the *Cancellation Form* at any time if they meet certain requirements. The following situations will automatically release a student from his/her obligations:
 - 1) Withdrawal/Transfer from Old Dominion University and the student is no longer registered for any credit hours
 - 2) Academic Suspension/Dismissal
 - 3) Marriage during the agreement period.
 - 4) Affiliation with Old Dominion University programs that are away from campus (i.e. internships, student teaching, study abroad, etc.).
 - 5) Military activation
 - 6) December graduation (May graduates will not be released from his/her summer obligations if applicable)
 - 9b.** Residents can request release from the agreement through the *Petition for Release* process, but such releases are subject to the approval of the Executive Director for Housing & Residence Life or his/her designee. Such releases will be considered for the following reasons:
 - 1) Extreme, unanticipated financial hardship
 - 2) Serious medical or health problems which are directly related to and/or cannot be accommodated successfully in any of the residential complexes.

9c. Substantiated documentation for all these releases should be submitted with any requests for consideration for an agreement release to the Housing & Residence Life office.

9d. Full explanations of the *Cancellation Form* and *Petition for Release* process are available from any Housing & Residence Life staff member prior to the start of the agreement period. Once the agreement period has begun, Residents must meet with his/her Residence Hall Director to receive the required paperwork.

10. Withdrawal Policy: If a student withdraws from the University, having obtained and completed appropriate forms from the University, the housing and dining fees will be refunded according to established University policies. If the Resident is eligible for pro-rated charges, the charges will be pro-rated based on the Resident's official date of check-out (i.e. removal of all belongings from assignment, complete required paperwork, and return room key to Front Desk).

11. Liability/Responsibility for Personal Property: The University will not assume any responsibility for any persons or property of the student from any cause, nor will the University assume responsibility for any injury or damages, personal or property, while the student is a Resident. Residents are strongly encouraged to consider carrying some form of personal insurance if his/her family's policy does not cover your property while it is located at the University.

12. Damages and Upkeep of Facilities:

12a. The Resident is expected to reasonably maintain his/her assigned living space relative to order, cleanliness, and safety. The Resident will be held financially accountable for the repair or replacement cost of any damage to his/her room or furnishings therein. When two or more Residents occupy the same room or apartment and responsibility cannot be ascertained, the damage charge will be assessed equally among all occupants of the space.

12b. If damages to the exterior surface of a room door or window occur due to vandalism, the Resident(s) must submit an incident report to the staff within 24 hours of the incident, documenting that he/she is not responsible for the damage, if he/she wishes to contest responsibility for the charges.

12c. The Resident agrees not to modify or allow modifications of the permanent structure of the room. This includes painting or making repairs without prior permission.

12d. The Resident assumes responsibility for the daily care and cleaning of his/her room and its furnishings, and for maintaining acceptable sanitation and safety conditions. He/she also agrees to use all public areas in a mature and responsible manner and to help in assuring safety and cleanliness.

12e. The Resident agrees not to duplicate the room key and if the key is lost to immediately notify the corresponding Front Desk and to pay the charges associated with a key and lock core replacement (charges will be assessed to the student's university account).

12f. Relative to public and common area damages (i.e. hallways, lounges, laundry rooms, etc.), where costs are substantial and responsibility is not accepted by or identified as belonging to an individual or group, charges will be determined and divided among occupants of the residential complex or floor.

13. Check-In and Check-Out:

13a. Specific check-in information will be provided to students prior to the corresponding opening day. If a student will be checking into a residential complex after the stated opening day, he/she will notify Housing & Residence Life since the University is not obligated to hold an assigned room beyond 12:00 p.m. (noon) on the first day of the agreement period.

13b. Residents are required to vacate and remove all personal belongings from their assigned room upon termination of the Housing & Dining Agreement. When a student moves from a residential complex or when a room change is made, keys must be returned directly to the corresponding Front Desk, and all check-out procedures must be followed.

13c. Each Resident is given a key (which access the corresponding room and mailbox). If the Resident loses his/her key, or fails to return the key upon vacating the room, he/she will be charged accordingly for a lock change.

13d. The University and the student will, prior to the occupation of an assigned space, complete and sign an inventory of the number and condition of furnishings, and the condition of the premises assigned to the student. This inventory will be completed again at the end of the Resident's occupancy, and will serve as the basis for determining billable damages to the room and furnishings.

13e. If a student fails to check out of his/her room according to published procedures, he/she will be charged an additional fee for improper check-out.

14. Room Entry/Inspection:

14a. The University respects the privacy of the Resident and will protect that privacy. In the interests of maintaining an environment that facilitates scholarship, and provides for the health and safety of residents and the safety of their property, and in the interest of protecting University persons and property, it may become necessary at times for the University to enter such rooms. Reasonable efforts shall be made to notify the Resident(s) in advance of any entry. Staff member(s) will not enter a student's room without consent of a Resident except as follows:

- 1) Repairs, maintenance, or facility improvements
- 2) Recovery of University/State-owned property not authorized for use in the assigned space
- 3) Fire, Health and Safety Inspections made periodically, as well as at complex closing/vacation periods
- 4) When there is reliable information that an emergency exists (including, but not limited to fire, accidents, sickness, or danger to the health and welfare of Residents)
- 5) When there is reliable information that a University policy is being violated. The University reserves the right to remove any items not in conformity with its policies.

14b. If the University does enter a Resident's assigned space, the University will not intrude into a student's personal effects except with the permission of the Resident or in an Administrative Room Search (which must be approved by the Vice President for Administration & Finance, or his/her designee, in cases of law enforcement).

14c. The University is guided by the "Plain View Doctrine" and may report evidence of unlawful acts in "Plain View." This means that if illegal items such as marijuana plants, weapons, etc. are found during a normal inspection (for maintenance reasons, or due to an emergency situation, or for health and safety reasons), the evidence can be seized and used against the student in a University hearing.

15. Rules, Policies, and Regulations: The Resident agrees to become aware of and observe all published policies and procedures affecting his/her status with the university included in the *Terms and Conditions* by reference are these University publications: the *Student Code of Conduct*, the *Honor Code*, and the *Housing & Residence Life Policies and Procedures Handbook*. The following is an overview of major policies; for the complete list please refer to the *Housing & Residence Life Policies and Procedures Handbook*.

15a. In the Presence Of – Residents should act in good faith to remove themselves from situations that may violate the *Student Code of Conduct*, the *Honor Code*, or the *Housing & Residence Life Policies and Procedures Handbook*. It is prohibited to facilitate a violation or to remain present while a violation occurs.

15b. Failure to Comply – Failure to comply with verbal and written instructions by Housing & Residence Life staff members, when they are working within the appropriate performance of their duties, is prohibited. This includes failure to present identification; failure to respond to a notification; failure to meet; failure to fulfill a judicial sanction; and abusive, disrespectful, and threatening language.

15c. Stealing – It is prohibited to take the property of any other person or of the University or Housing & Residence Life without permission.

15d. Property Damage – Vandalizing, damaging, or defacing University or Housing & Residence Life property, or property of others is prohibited.

15e. Failure to Accept Roommate – Refusing to accept a roommate or impeding an effort by Housing & Residence Life to make an assignment to a vacant space is prohibited.

15f. Disruptive Behavior – Behavior that is disruptive to orderly community living is prohibited (this includes throwing items in the hallways, bouncing balls, engaging in horseplay, etc.).

15g. Health and Safety – Residents are forbidden to possess potentially hazardous materials and/or to conspire to damage the sanitary and safe environment of the residence halls or to engage in activities that do so.

15h. Fighting or Physical Abuse – Fighting and/or physical abuse is a judicial infraction that often results in immediate termination of the Housing and Dining Agreement, which may be in addition to, or wholly separate from, any judicial action pursued in accordance with the *Student Code of Conduct*.

15i. Fireworks, Explosives, Weapons, or Dangerous Chemicals – Transport, possession, manufacture, use, sale or distribution of weapons, fireworks, ammunition, explosives, flammable liquids and all other hazardous materials is not permitted in the residential communities.

15j. Illegal Entry/Exit – Entering/exiting illegally, improperly, without authorization, or during non-contract periods without proper permission is not permitted.

- 15k. Roofs, Roof Decks, and Ledges – The presence of individuals or objects on a room, roof deck or ledge is prohibited at all times.
- 15l. Fire Evacuation – Immediate evacuation when an alarm sounds is mandatory and re-entry into a building before an all-clear signal is prohibited.
- 15m. Hurricanes and Tornadoes – In the event of a tornado warning or hurricane, Housing & Residence Life staff will issue emergency procedures, for your safety, we request that you obey the directives of the staff.
- 15n. Fire Safety – It is prohibited to keep any item, including room decorations, which may pose a fire hazard to a residential facility. Failure to report a fire or tampering with fire safety equipment is a direct violation of University policy.
- 15o. Personal Rights and Freedoms – Actions that infringe generally upon the rights and freedoms of other students are prohibited.
- 15p. Alcohol and Other Drugs – All Housing & Residence Life facilities and Residents are required to be in compliance with state and local laws regarding alcohol beverages and other drugs.
- 1) Alcohol is not permitted in the Gresham Complex (East or Main) by residents under 21 years of age at any time.
 - 2) Alcohol is permitted in the Gresham Complex (East and Main) by individuals 21 years and older and where all occupants of the suite/room are also of legal drinking age.
 - 3) The illegal use, possession, sale, delivery, and/or manufacture of drugs will not be tolerated and may be grounds for immediate suspension or dismissal. Possession of drug paraphernalia is also not permitted.
- 15q. Gambling – Gambling not in accordance with federal, state, local laws, University policies and Housing & Residence Life policies is prohibited. The exchange of money, property, or services in any gambling is prohibited.
- 15r. Noise and Quiet Hours – Noise and activities that disrupt study, sleep and “quiet hours” are prohibited in the residence halls and apartment living communities.
- 1) Quiet Hours are in effect from 10:00 p.m. to 7:00 a.m. During these periods, students are required to limit noise.
- 15t. Smoking – smoking is not permitted within 20 feet of any residential facility. Smoking in a residential facility is strictly prohibited.
- 15u. Solicitation – Door to door solicitation is prohibited.
- 15v. Keys and ID Card – University provided keys and student ID cards are for the assigned individual’s use only; students are not permitted to share or loan these items.
- 15w. Guests/Visitation – Policies and procedures for guests are provided to ensure consideration of individual resident students and community needs, as well as the general safety and well-being for all concerned. Students are required to register their guests with hall staff from midnight to 8:00 a.m. Overnight guests are limited to a maximum of 3 nights total within a 21 day time period. Residents are not permitted more than 3 guests at any given time.

16. Agreement Periods and Rates: The following agreement periods and rates are set for the Summer 2011 Agreement.

16a. Summer Rates

- 1) Gresham Main
 - a. \$16.50 per night for double room w/shared bath
 - b. \$18.50 per night for single room w/shared bath

16b. Summer Agreement Periods

- 1) Session 1: May 15, 2011 – June 28, 2011
- 2) Session 2: May 22, 2011 – June 23, 2011
- 3) Session 3: May 15, 2011 – August 11, 2011
- 4) Session 4: June 28, 2011 – August 12, 2011
- 5) Session 5: July 5, 2011 – August 4, 2011

17. Criminal Activity: It is a condition of eligibility for applicants for University-owned or managed housing to completely and truthfully answer criminal history activity questions. Housing and Residence Life reserves the right refuse housing based upon behavior, including but not limited to criminal activity, that the University in its sole discretion and judgment determines that refusal of housing (or termination of the Housing and Dining Agreement for behavior that is revealed or occurs after application submission) is in the best interest of the University, its residents and employees, and the overall Housing and Residential Life community. If Housing and Residence Life becomes aware that an applicant has a record of criminal conviction(s) or other actions that could pose a risk to person or property and/or could be injurious or disruptive to the university-owned or managed community environment, the University may not accept or may cancel the Housing and Dining Agreement. Failure to completely and truthfully answer criminal history activity questions on a housing application may result in termination of the Housing and Dining Agreement and/or Old

Dominion University disciplinary proceedings. All decisions/outcomes through this process are final and are not subject to review/appeal.

18. Termination by the University: This agreement may be terminated for disciplinary reasons by the University and/or Housing & Residence Life, including dismissal from the University. In a case of termination of this agreement by the University or Housing & Residence Life, the student will remain financially responsible for the entire cost of the agreement period for the assigned building. The University has the authority to deny or remove a student from on-campus housing where the presence or continued presence of a Resident in the residential communities poses a significant risk to the health or safety of the Resident or others. In making this assessment, the University reserves the right to consult with and refer the student to a mental and/or healthcare facility or provide for an evaluation.

19. Changes and Corrections: The University has made every reasonable attempt to make sure the information contained herein is accurate at time of publication. However, the University and Housing & Residence Life reserve the right to make corrections when necessary. Such changes may include, but are not limited to, location and availability of living & learning communities, certain special interest housing, changes in dining service hours, and location of break housing buildings. If changes are made, Housing & Residence Life will inform Residents of such changes through multiple means of communication and in a timely manner.

Note:

- A completed online application/agreement indicates that the applicant has read, understands, and agrees to the agreement policies outlined within the *Summer 2011 Housing Agreement Terms and Conditions* and the *Housing & Residence Life Policies and Procedures Handbook*.
- Students are responsible for completing the online application procedure. Should a parent complete the online application procedure for the student, the University will hold the student responsible for fulfilling all responsibilities of the agreement period.