

# The Old Dominion University Office of Housing & Residence Life Summer Agreement

## TERMS AND CONDITIONS

- 1. Period of Agreement:** This agreement shall be in force for the time period/s the student resides in university housing as indicated on the assignment card. Any resident, who, for any reason, discontinues as a regularly enrolled student and later returns for regular classes during the agreement period, will be obligated to these terms and conditions. The Office of Student Housing, at its discretion, may consider releasing a student from his/her housing agreement.
- 2. Period of Occupancy:** Spaces are rented for no less than one time period beginning no earlier than the first day the halls are open for summer housing, as indicated herein. Since there are a limited number of summer housing spaces available, the deadline for claiming the assigned room is noon the day after the indicated arrival date. Failure to do so will result in the reassignment of the room and a forfeiture fee. Prior written notice is required to hold a reservation after the deadline. Summer housing closes August 17, 2008, however, If you are not registered for a class that ends on August 17, your period of occupancy must end on August 10, 2007. All residents are expected to vacate on their indicated date of departure. If either the arrival or departure date needs to be changed, it is necessary to notify the Office of Housing and Residence Life in writing, at least two weeks in advance in order for them to determine if it is possible for you to make the change.
- 3. Prepayment Applied to Housing Fees:** For students who will reside in university housing, a \$50.00 prepayment, non-refundable after May 1, is required. Upon acceptance of the terms and conditions of the agreement, the prepayment will apply as a down payment toward room charges for all.
- 4. Room and Board Payments:** The **entire** summer balance is due July 3, 2008.
- 5. Room Changes:** The Housing & Residence Life staff is available to help students develop positive roommate relationships. Sometimes, however, students will want to change rooms to live with a friend, or to change their immediate living environment. Students may change rooms, based on space availability. Room change forms are available from your front desk. You may talk with your front desk manager for further information.
- 6. Consolidation:** If applicable, in the event that one occupant moves out of the room, the Office of Housing & Residence Life reserves the right to assign a new roommate or to reassign the remaining student to another room in order to consolidate space. Based on space availability, the student **MAY** be offered the opportunity to occupy the room at the higher single occupancy rate, if not, the student must agree to accept an assigned roommate.
- 7. University Liability:** Although precautions are taken to maintain adequate security, the University assumes no responsibility for injury to persons, or loss of or damage to items of personal property that occur in its buildings or on its grounds, prior to, during, or subsequent to the terms of this agreement. Students and their parents or guardians are **strongly** encouraged to purchase and maintain appropriate **renters insurance** to cover such losses.
- 8. Student Liability:** The student is responsible for the condition of the assigned room and all furnishings and shall reimburse the University for all damages to or loss of these furnishings beyond ordinary wear and tear.
- 9. Room Entry:** The University reserves the right to enter into a student's room for the purpose of inspection, improvement, repair, or to control the room in the event of an epidemic or emergency, enforcement of university policy or for any other

purpose in accordance with *University Policies Affecting Students* and the *Residence Hall Handbook*, [www.odu.edu/housing](http://www.odu.edu/housing).

- 10. Room Check-out:** Any student departing at the end of the agreement period shall be expected to perform certain check-out procedures in accordance with the *Residence Hall Handbook*. Failure to properly check out as prescribed will result in a penalty charge, plus appropriate charges for any key/s not returned. It is the resident's responsibility to perform all the necessary check-out procedures and to return all keys to the front desk. **Do not leave keys in the room or apartment or give them to your roommate.**
- 11. Room Change and Agreement Termination:** Assignments may be changed, canceled, or terminated by the University in the interest of order, health, maximum use of facilities, or disaster, after due notice to the student. Willful disregard for the rights, responsibilities, and duties of others, as well as the creation of circumstances that could jeopardize life, limb, or property, are not acceptable to the Office of Housing and Residence Life and may be cause for judicial action and subsequent agreement termination.  
**Room Change and Agreement Termination:** The University may cancel the Housing Agreement and/or authorize, change or deny roommate changes and room assignments in the interest of health, discipline, administrative expediency or as considered necessary and in so doing, require a student to vacate the room or to move from one room or residential building to another after due notice to the student. Willful disregard for the rights, responsibilities, and duties of others, as well as the creation of circumstances that could jeopardize life, limb, or property, are not acceptable to the Office Housing and Residence Life and may be cause for judicial action and subsequent agreement termination.
- 12. Rules and Regulations:** All students housed in the residential facilities are required to abide by standards of conduct contained in the *Old Dominion University Student Handbook* or in amendments to the Student Handbook as printed in official University publications and in the *Residence Hall Handbook*. The Student Handbook is on line at [www.odu.edu/housing](http://www.odu.edu/housing). In the event of a conflict between the rules and regulations as they appear in the above named publications and the terms of this agreement, the provisions of this agreement shall take precedence.

## CANCELLATION OF THE STUDENT HOUSING AGREEMENT

### Prior to Occupancy:

1. On May 1 or after, students who sign an agreement for housing and subsequently decide to withdraw will be assessed a \$50.00 forfeiture fee.

### After Occupancy:

1. Students who have signed the agreement and who have commenced occupancy in University residence halls will be held responsible for fulfilling their obligation under the agreement. **A student who withdraws from university housing while remaining a student at the University will be obligated to pay the balance of the room charges for the agreement period.**
2. A residence hall space shall be vacated within forty-eight hours from the time of a student's official withdrawal or suspension from university housing. **Students who withdraw from the University will be charged pro-rated room rent for the agreement period, and the agreement will be terminated.** If a student completes requirements for graduation, or for other reasons is no longer enrolled in school during the agreement period, the agreement shall be terminated.

3. **Any resident who, for any reason, discontinues as a regularly enrolled student and later returns for regular classes during the agreement period will be obligated to these terms and conditions.**
4. Waiver of performance of any agreement items contained herein as applied to the student may be made only by the Director of Housing and Residence Life, or his/her designee, following petition, special consideration, and ruling.

**Refund Policy**

All students withdrawing from **Old Dominion University** and thus Housing and Residence Life should cancel their agreement by first obtaining a *Resident Withdrawal/Account Adjustment Form* from the front desk of their residential facility. Refunds are based upon the date a student's belongings are removed, the student's key is surrendered and upon submission of a completed *Resident Withdrawal/Account Adjustment Form* to the front desk. Refunds are calculated on a daily prorate of charges.

**Termination By The University**

The University may terminate this Agreement (a) for non-payment; (b) upon disciplinary dismissal or summary dismissal of a student from university Housing; (c) when a student voluntarily withdraws from enrollment at Old Dominion University; (d) upon violation of a term or condition of occupancy by the student or his/her guest(s); or (e) for failure to register for classes, (f) in the interest of order, health, maximum use of facilities, or disaster, after due notice to the student. (g) for willful disregard for the rights, responsibilities, and duties of others, as well as the creation of circumstances that could jeopardize life, limb, or property, are not acceptable to the Office of Housing and Residence Life and may be cause for judicial action and subsequent agreement termination. The student will be charged an additional withdrawal fee described in this Agreement and a pro-rated room rate. In the event that the accommodations assigned to the student are destroyed or otherwise made unavailable and the University does not furnish other accommodations, all rights of the student and liabilities of the University shall cease and rental payments made previously by the student shall be refunded on a pro-rated basis for the period for which accommodations were not made available to the student.

**Room Condition**

Upon termination of this Agreement, the student must leave the assigned room/apartment, its furnishings and equipment in as good an order and condition as the same were upon commencement of the student's occupancy, ordinary wear and tear excepted. In addition to the check by the student staff, the maintenance staff will check the room for cleaning/damages, which will be assessed to the responsible individuals. Personal property left in a room following the termination of occupancy will be deemed to have been abandoned in favor of the University. All abandoned items will be boxed and stored for a 30-day period and your student account will be charged a boxing and storage fee. At the end of the 30-day period, these items will be disposed of.

**Delinquent Account**

Payment not made by the due date, July 3, will be considered delinquent. Delinquent payments may subject the student to the following University actions after five calendar days of delinquency:

1. Assessment of a late payment charge of 10% of the outstanding balance after 30 days; and charged 33 1/3% after 60 days when balance is sent to a collection agency;
2. Restrictions of registration for the next semester, until all delinquent payments are made;
3. Eviction from the assigned space and assessment of withdrawal charges;
4. Termination of this Agreement and reassignment of the space provided hereunder; and
5. Denial of access to University Student Housing.

**Prohibited Items**

The following items are not permitted to be used or stored in student rooms or any other area of Housing and Residence Life: any internal combustion engine, any acids, automobile batteries, gasoline, electric extension cords, firearms or other weapons, fireworks, water beds or other water filled furniture and halogen lamps. Due to health standards and possible inconvenience to other residents, no animals (except for guide dogs for blind residents), birds or pets of any kind other than fish, are to be housed or kept in the residential facilities. A list of some additional prohibited items is contained on the Housing and Residence Life web site, under *Policies*, [www.odu.edu/housing](http://www.odu.edu/housing).

**Enforcement Costs**

Should the University incur any expenses in the enforcement of any terms of this Agreement, the resident shall pay the costs of such enforcement allowed by the Virginia Debt Collection Act, and including, but not limited, to reasonable attorney fees.

**PLEASE SIGN BELOW. MAKE A COPY FOR YOURSELF AND RETURN THE ORIGINAL ALONG WITH THE STUDENT HOUSING SUMMER ASSIGNMENT CARD AND PRE-PAYMENT.**

**SIGNATURES**

I hereby certify to have read this document entitled Old Dominion University Office of Housing and Residence Life 2007 Summer Agreement in full and understand the terms thereof, in particular the section ***CANCELLATION OF THE STUDENT HOUSING AGREEMENT and TERMINATION BY THE UNIVERSITY.*** I acknowledge that the University will not grant this agreement unless personal guarantee of payment of all charges or obligations hereunder is made. I understand that this agreement obligates me to reside in University Student Housing for the entire period of occupancy as indicated on the assignment card.

\_\_\_\_\_  
Signature \_\_\_\_\_  
Date

\_\_\_\_\_  
Print Student Name

\_\_\_\_\_  
University ID #

\_\_\_\_\_  
Parent/Guardian Signature \_\_\_\_\_  
(If student is under 18 years of age) Date

**To the extent that any provision in this agreement is susceptible for more than one meaning, the interpretation of the Director of Student Housing, or his/her designee, shall control.**