



## 2009-2010 HOUSING AND DINING AGREEMENT TERMS AND CONDITIONS

The following information establishes the Office of Housing and Residence Life's Housing and Dining Agreement for the 2009 – 2010 academic period (fall and spring as specified by the agreement period or fall, spring and summer for residents of University Village, except in those University Village buildings slated for renovations -- Buildings 3 and 4) or that portion thereof which remains when a student agrees to enter the residence halls/apartments after the fall opening date of their assigned building in August. The on-line Housing and Dining Agreement is adopted and incorporated as if fully set forth herein.

The Housing and Dining Agreement is a legally binding agreement between Old Dominion University Housing and Residence Life and the agreement signatory. By signing and submitting a 2009 – 2010 Housing and Dining Agreement applicants are stating that they have read, understood and accept the Terms and Conditions and all documents contained therein, including all applicable Policies and Procedures Information. It is the responsibility of the resident to become familiar with all provisions of this agreement. No verbal statement by any party is considered a waiver of any term or condition, whether expressed or implied, unless made in writing by Old Dominion University's Executive Director of Housing and Residence Life or his/her designee.

**1. ELIGIBILITY All On-campus Housing:** In order to be eligible to live in on-campus housing, individuals must be in *good financial standing* with ODU and must be **enrolled as a full-time student at least 12 semester credit hours for undergraduate students and 9 semester credit hours for graduate students** (not to include extension or correspondence courses). Application for waiver of this condition may be made in writing to the Assistant Director for Administration and Contracts. Refer to the section in the *OHRL Policies and Procedures Handbook* on "Exception to Full-time Status."

**Additional Eligibility Requirements for University Village Housing:** Students contracting for University Village are opting for a full agreement period, which includes summer housing, even if a student will not occupy the premises during summer (unless assigned to a short-term lease agreement building).

University Village residents must have been enrolled in spring semester courses and completing their long-term agreement (11.5 months – August 15, 2009 – July 31, 2010) or must be enrolled in the subsequent fall semester to be eligible to live in University Village, with exception to the buildings designated for renovations and have a short-term agreement period (August 1, 2009 – May 31, 2010).

University Village residents completing the long-term agreement period (11.5 month August 15 – July 31) and who have another long-term agreement have two Extension Period options during the agreement period gap (August 1 – August 15). Students may occupy the room either in person or by leaving personal belongings in the room. In the instance of continued occupancy the student will be charged an additional daily rate to continue occupancy. Otherwise, the student must move out of the building (removing all belongings and officially checking out of the room).

University Village is designated as upper-class student housing.

**2. AGREEMENT PERIOD:** This Housing and Dining Agreement is a **binding legal agreement** that details a set of terms and conditions that the resident must follow. Additionally, the resident understands that she or he is requesting a space and **committing** to on-campus housing for the entire agreement period for 2009-2010 year or for the portion of the academic year or agreement period (including summer, where applicable) remaining at the time of assignment. This agreement is for the entire period as indicated by the building assignment. The resident accepts responsibility and understands that the Housing and Dining Agreement is for the full room-rent charges and meal contract charges as outlined in this agreement. The resident is obligated to fulfill the room and board agreement through the final closing of the residence halls for the 2010 spring term or agreement periods as specified by building assignment even if the resident enters into the agreement for the spring term only unless stated differently in this agreement. Rooms must be vacated within 24 hours of the student's last final examination each semester, by the official residence hall closing time or by official withdrawal from classes, whichever comes first. A student leaving the residence hall system must

officially check out with residence hall staff to stop additional daily charges from accruing. An official checkout includes returning all keys, completing the room condition report with staff or via Express Checkout, and updating the forwarding address information as directed. Failure to follow these steps results in charges for improper checkout, lock change and daily accrued charges being added to the student's housing account. The undersigned understand and agree that the Office of Housing and Residence Life may dispose of all items lost or abandoned by a student at the end of each semester.

**Specific Agreement Periods for each on-campus building can be found in the *OHRL Policies and Procedures Handbook* available at the following university webpage address:**

**No-Shows:** Assigned space not occupied by 6 p.m. on the first day of class is considered a no-show and may be reassigned to another student. Non-occupancy of assigned space, however, does not terminate the *2009 – 2010 Housing and Dining Agreement*. If a resident should, with the permission of the university, move in or occupy a residence room earlier than the starting date of this agreement or after the closing date of student housing, the resident will be charged \$35 per day. Residents assigned to a room for a period other than a full term will be assessed prorated charges based upon their length of occupancy. The university does not provide room accommodations during the semester/term or spring break (specifically, Thanksgiving, Winter and Spring Break) periods except in designated residence areas.

**3. ROOM ASSIGNMENTS:** The University's acceptance of this agreement does not guarantee a specific room assignment. This agreement is for a *space* only. No specific room assignment based solely upon a resident's request is guaranteed or implied. The resident understands that the university makes all assignments based on the university's non-discriminatory statement. Priority for student housing is established based on the date the completed application and \$250 application fee is received by OHRL. Until the Office of Housing and Residence Life has determined payment has been received the application will be in pending status. Assignments are made on a first-come, first-served basis, comparing the student's preferences to the space that is available. As such, an assignment within a student's preferences cannot be guaranteed. Housing and Residence Life reserves the right to assign students to any hall, even if not requested by the student. If housing demand exceeds room-assignment capacity, the university reserves the right to use designated temporary room assignments pending assignment/relocation to a permanent living space. If a vacancy occurs in an assigned room, the remaining resident agrees to accept another roommate as assigned, move into another room if requested or pay the additional charges for single occupancy. Options depend upon availability at the time of consolidation. The remaining resident must ensure that the unoccupied space is vacant for the new roommate and/or refusal to accept a roommate may result in disciplinary charges and reassignment and additional rent charges, if single room buyouts are unavailable.

A student's room may not be used by anyone other than the resident to whom it is assigned. Subletting of one's room is not permitted. The OHRL reserves the right to make changes in assignments when the university deems it necessary. This includes the consolidation of those students with regular-room agreements who do not have roommates. Refer to section in the OHRL Policies and Procedures Handbook "If Roommate Leaves".

Housing and Residence Life reserves the right to move a student to another hall or to cancel a student's agreement if the student does not adhere to Housing and Residence Life policies.

#### **4. THE UNIVERSITY RESERVES THE RIGHT TO:**

- cancel the Housing and Dining 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
- cancel agreements of students declared academically ineligible causing loss of room assignment
- charge and collect damage fees and administrative fines for unauthorized use of equipment; building or room alterations; health and safety violations; and special cleaning as necessitated by improper use of rooms, public areas, equipment, damages or vandalism

- charge and collect fees associated with the enforcement of the terms of this agreement, including but not limited to reasonable attorney fees
- change room rent rates as well as Housing and Residence Life policies without prior notice
- enter student rooms as necessary for repairs, inspections and enforcement of university policy or other emergencies.

**5. \$250 APPLICATION FEE:** A \$250 application fee must be submitted by all students applying for on-campus housing. There is a \$50 nonrefundable portion of the application fee. The remaining \$200 of the application fee will be applied as a credit to the student's account in spring 2010 thus reducing spring rent by \$200 only if the student performs on the entire Housing and Dining Agreement as stipulated by the Agreement.

**6. RULES, POLICIES AND REGULATIONS:** The resident agrees to become aware of and observe all published rules affecting his/her status with the university included in the agreement by reference are these university publications: *ODU Student Handbook*, *Honor Code*, and [Housing and Residence Life Policies and Procedures Handbook](#). Copies are available at [www.odu.edu/housing](http://www.odu.edu/housing) or at the Office of Housing and Residence Life upon request. The **resident may not sublease or rent a room space or permit another person to share a private room**. The resident shall observe all university and residence hall regulations. Failure to do so may result in temporary or permanent suspension from the residence halls with forfeiture of all housing fees. Disciplinary action may also be taken by the university in accordance with established rules and regulations.

**7. CANCELLATIONS, WITHDRAWALS AND REFUNDS:** Enrolled students will be responsible for the full cost of room rent for the entire agreement period. **Cancellations of this agreement by May 1, 2009 will receive a refund of \$200 minus the \$50 non-refundable application fee, only if completed by May 1, 2009. Deadline for RETURNING STUDENTS is May 1, 2009. Deadline for NEW STUDENTS for the Fall 2009 semester is May 1, 2009; and November 1, 2009 for NEW STUDENTS (students moving into housing for the spring only) for the Spring 2010 semester.**

Students deciding not to attend the university after these dates will forfeit the entire \$250 prepayment but will be relieved of their contractual obligations ***if notification is received in writing***. Students choosing to withdraw from Old Dominion University after their agreement period begins will be responsible for paying the prorated cost of room rent based upon the date that they move out of campus housing (room is clean, keys are checked-in). This amount may be billed to the student independent of any university prorated refund.

There will be **no refund** made in the case of a ***student's being suspended from the university*** or removed from the residence halls for disciplinary reasons.

Students may be released from their contractual obligations for spring semester housing but will forfeit their \$250 application fee only in the following cases only:

- a. Withdrawal from the University (verified by Registrar's Office)
- b. Student teaching outside of commuting distance (verified by academic office)
- c. Graduation from the university (must be on the graduation list)
- d. An involuntary call-up for military service (orders provided)
- e. Marriage (proof required)
- f. University approved Co-op, internship or similar approved programs (verified by University office)
- g. Transfer to another university (proof required)
- h. Participation in an approved exchange program (verified by program official).

Requests to be released from spring-term obligations under one of the above listed areas must be made in writing to the Office of Housing and Residence Life prior to **November 1, 2009** to avoid forfeiting the remaining \$200 of application fee minus the \$50 non-refundable processing fee. Students must complete a "Petition for Release" form and provide the indicated documentation for verification.

**8. TERMINATION BY UNIVERSITY:** This agreement may be terminated for disciplinary reasons by the university and/or the Office of Housing and Residence Life, including dismissal from the university. In the case of termination of this agreement by the university and/or OHRL the student will be financially responsible for the entire rental 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 student in the residence hall poses a significant risk to the health or safety of the student 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.

**9. LIABILITY:** The university is not responsible for the resident's or other person's loss of money or valuables, or for the loss of or damage to personal property and recommends that the resident contact an insurance carrier concerning the availability of protection against such losses. By signing this Housing Agreement, the resident waives any claims against the university for the loss of or damage to personal property.

By completing the online application procedure each student hereby certifies that he/she has read the document entitled *Terms and Conditions* and the *Office of Housing and Residence Life Policies and Procedures Handbook* in full and understands the terms thereof. Each student acknowledges that the University will not grant the agreement unless personal guarantee of payment of all charges or obligations there under is made. Each student understands this agreement obligates her/him to reside in on-campus housing for the entire agreement period or remainder thereof, as applicable.

**10. 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 the Office of Housing and Residence Life reserve the right to make corrections when necessary. Also, because Housing and Residence Life tries to respond quickly to student concerns and to facilitate the best possible housing and dining program, the University and OHRL further reserve the right to make changes in operations as needed. Such changes may include, but are not limited to, location and availability of certain special interest housing, changes in dining service hours and location of break housing buildings. Please refer to the Office of Housing and Residence Life website for changes and updates. It is the responsibility of the resident to become familiar with all provisions of this agreement.

**Note:**

- A completed online application/agreement indicates that the applicant has read, understands, and agrees to the agreement policies outlined within the *2009 – 2010 Housing and Dining Agreement and Terms and Conditions and Office of Housing and Residence Life Policies and Procedures Handbook*.
- The applicant's completion of the online application procedure indicates that the applicant has read, understands, and agrees to the agreement cancellation policy outlined within the *Housing and Dining Agreement Terms and Conditions*.
- 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. Should the student try to claim no responsibility, the University will notify the student of possible actions. First, the student may file felony forgery charges against the parent and the University will consider pursuing the complaint. Second, the student has the option to sign a statement with an agreement to prosecute the offending parent if the University so chooses.
- Athletes: If you do not attend ODU for any reason, you will be personally liable for the applicable cancellation fees.