Terms and Conditions of the 2016 Summer Housing & Dining Agreement

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 Code of Student 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). The University 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. This agreement may not be transferred or re-assigned to another student.

3. Duration of 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.

4. The University Agrees:
   a. The University will provide a room accommodation to the student for a time frame of one agreement period. This is exclusive to any break period when the University is officially closed unless the resident has specifically requested housing designated as open for break periods. Residential services (including access to the assigned complex and room) begin on the assigned move-in day.
   b. The University will provide residence hall staff in accordance with University policy and provide a living experience which compliments the academic mission of the University.
   c. 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.
   d. The University agrees to provide cable and wireless internet connection.
   e. Telephone service is provided upon request and at an additional cost.

5. The Resident Agrees: The Resident agrees to pay all fees, to observe all policies and procedures of Old Dominion University and abide by the terms and conditions of this agreement and other University publications, such as the Code of Student Conduct and the Housing & Residence Life Policies and Procedures Handbook.
   a. Failure to fulfill the terms of this agreement may lead to termination of this agreement, removal from University housing, and a review of the individual’s status as a student at Old Dominion University.
   b. The Resident assumes any and all liability for damages and cleanliness, including any misuse of access cards, keys or assigned premises by other parties.
   c. The Resident agrees to vacate the assigned room within 24 hours upon loss of status as an enrolled student during this agreement, if the Resident fails to register for credit course work and within 24 hours after their last exam.

6. Rates and Payments: Housing & Dining rates for the academic year will be established by the Board of Visitors and published subsequently on the Housing & Residence Life web site. Submitting an application and paying the housing deposit does not guarantee housing.

   a. All students must submit a $50.00 non-refundable application fee before any room assignment can be made.
   b. Each term, Housing & Dining charges are payable by the billing due date established by the Office of Finance. Specific information about due dates can be found on the university website. Housing assignments may be cancelled by the University if the balance is not paid by the due date or if alternate payments have not been approved by the University’s Office of Finance.
   c. 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 their Housing & Dining Agreement. Failure of a Resident to satisfy the financial obligations stipulated under this agreement will result in a Financial Hold on registration and other official records.
   d. Housing & Dining charges, under certain circumstances, may be approved for partial or full refunds. Housing & Residence Life follows the published tuition refund dates and percentages, posted on the student billing web pages at www.odu.edu.
   e. Contact the University Card Center directly if requesting a meal plan refund.

7. Room Assignment:
   a. 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.
   b. All assignments are made on a space-available basis and, when possible, in accordance with the preferences that the student requests. Failure to honor a preference will not void this agreement.
   c. Name and ODU email address may be given to roommates unless a specific request to withhold this information is received in a timely manner.
   d. The University reserves the right to consolidate vacancies either prior to occupying the room.
   e. The University reserves the right to administratively reassign residents to other rooms as needed.

8. Agreement Cancellations:
   a. The Housing & Dining Agreement is for the check-in and check-out dates indicated on the summer application and may be cancelled if the Resident provides written cancellation before the scheduled check-in. If cancelled prior to check-in, the student will be released from his/her agreement. Students who check-out or cancel prior to the check-out date indicated on his/her summer application will not be refunded for the remaining balance.
   b. If the Resident fails to occupy the assigned room by 6:00 p.m. on the scheduled check-in day, 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.
   c. If a student enters into a Housing & Dining Agreement, but does not cancel, he/she will be held financially responsible for the entire agreement, minus the pre-paid housing application fee.

9. Cancellation/Petition for Release Policies:
   a. Residents are eligible to cancel his/her Summer Housing and Dining Agreement by emailing housing@odu.edu at any time prior to check-in.
   b. A full explanation of the summer cancellation is 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:** Housing fees are refunded if canceled prior to check-in. Students are responsible for full housing fees after check-in through scheduled check-out date. Housing is not prorated for early check-out. Meal plans are non-refundable after purchase.

11. **Liability/Responsibility for Personal Property:** The University and Housing & Residence Life will not assume any responsibility for any persons or property of the student from any cause, nor will the University and Housing & Residence Life 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 your family’s policy does not cover your property while it is located at the University.

12. **Damages and Upkeep of Facilities:**
   a. The Resident is expected to reasonably maintain the order, cleanliness and safety of their assigned living space. The Resident will be held financially accountable for the repair or replacement cost of any damage to their room or furnishings therein. The Resident is fully responsible for repair and replacement costs caused by a guest of the Resident. 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.
   b. 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 they are not responsible for the damage, and if they wish to contest responsibility for the charges.
   c. 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.
   d. The Resident assumes responsibility for the daily care and cleanliness of their room and its furnishings, and for maintaining acceptable cleanliness and safety conditions. They agree to use all public areas in a mature and responsible manner and to help in assuring safety and cleanliness.
   e. 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 Resident’s university account).
   f. The University reserves the right to change locks to rooms, suites, apartments and change residential access to ensure the safety and security of the residential communities.
   g. The cost of damages to public and common areas (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, will be divided equally among occupants of the residential complex or floor.

13. **Check-In and Check-Out:**
   a. 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, they will notify Housing & Residence Life. The University is not obligated to hold an assigned room beyond 6:00 p.m. on the first day of class.
   b. Residents are required to vacate and remove all personal belongings from their assigned room upon termination of the Housing & Dining Agreement. This is expected to be done within 24 hours of the student’s last examination or their withdrawal from the University. When a student moves from a residential complex or when a room change is made, keys must be returned directly to staff members, and all check-out procedures must be followed.
   c. Each Resident is given a key (which accesses the corresponding room and mail box). If the Resident loses their key, or fails to return the key upon vacating the room, they will be charged accordingly for a lock change.
   d. Upon occupation of an assigned space, the University and Resident shall complete and accept electronically 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.
   e. If a Resident fails to remove all belongings and trash, or fails to leave the room in satisfactory order, fees will be charged for removing belongings, trash, and/or cleaning.
   f. If a Resident fails to check out of their room according to published procedures an improper check-out fee will be charged.

14. **Room Entry/Inspection:**
   a. 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, the University may 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:
      i. Repairs, maintenance, or facility improvements
      ii. Recovery of University/State-owned property not authorized for use in the assigned space
      iii. Fire, Health and Safety Inspections made periodically, as well as at complex closing/vacation periods
      iv. 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)
      v. When there is reliable information that a University policy is being violated.
   b. Administrative Room Search (which must be approved by the Executive Director of Housing & Residence Life their designee) is a search for items that may harm the health, safety or welfare of individuals within the University community.

15. **Rules, Policies, and Regulations:** The Resident agrees to observe all published policies and procedures affecting their status with the university, which are included in the Terms and Conditions by reference to these University publications: the Code of Student Conduct, the On-Campus Living Expectations, and the Housing & Residence Life Policies and Procedures Handbook. This includes but is not limited to the following:
   a. Alcohol and Other Drugs – All Housing & Residence Life facilities and their Residents are required to be in compliance with state and local laws regarding alcoholic beverages and other drugs.
      i. Alcohol is not permitted in Rogers Complex, Gresham Complex, Whitehurst Hall, England House, France House, or Scotland House.
      ii. Alcohol is permitted in all other residential facilities by individuals 21 years and older and where all occupants of the suite/apartment/room are also of legal drinking age.
   b. 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.).
   c. Failure to Accept Roommate – Refusing to accept a roommate or impeding an effort by Housing & Residence Life to secure a roommate is prohibited.
   d. 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 attend mandated meetings; failure to fulfill a student conduct sanction; and abusive, disrespectful, and threatening language.
   e. Fighting or Physical Abuse – Fighting and/or physical abuse is a conduct violation that will result in immediate termination of the Housing & Dining Agreement, which may be in addition to, or wholly separate from, any conduct action pursued in accordance with the Code of Student Conduct.
   f. Fire Evacuation – Immediate evacuation when an alarm sounds is mandatory and re-entry into a building before an all-clear signal is prohibited.
g. 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.

h. 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.

i. Gambling – Any gambling for the exchange of money, property, or services is prohibited.

j. Guests/Visitation – Policies and procedures for guests and visitors are provided to ensure consideration of individual resident students and community needs, as well as the general safety and well-being for all concerned.

k. Health and Safety – Residents are forbidden to possess potentially hazardous materials, to conspire to damage the healthy and safe environment of the residence halls or to engage in activities that do.

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

m. Keys and ID Cards – 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.

n. Natural Disaster or Emergency – In the event of a natural disaster or emergency, Housing & Residence Life staff will issue emergency procedures. For your safety, we request that you obey the directives of the staff.

o. Noise and Quiet Hours – Noise and activities that disrupt study, sleep and “quiet hours” are prohibited in the residence halls and apartment living communities during designated times.

p. Personal Rights and Freedoms – Actions that infringe generally upon the rights and freedoms of other students are prohibited.

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

r. Roofs, Roof Decks, and Ledges – The presence of individuals or objects on a roof, roof deck or ledge is prohibited at all times.

s. Service Animals and Pets - Service animals are defined by the Americans with Disabilities Act of 1990 as animals trained to do work or perform tasks for the benefit of an individual with a disability. Service animals are permitted in residence halls. An Assistance Animal which provides assistance, or performs tasks for the benefit of a person with a disability or provides emotional support that alleviates one or more identified symptoms or effects of a person’s disability require approval by university staff to be in residential facilities. Pets are NOT permitted in residential facilities.

t. Smoking – Smoking (including e-cigarettes) is not permitted within 25 feet of any facility; smoking in a residential facility is strictly prohibited.

u. Solicitation – Solicitation is prohibited.

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

w. Subletting: Subletting is not permitted.

x. Unauthorized Entry/Exit – Entering/exiting improperly, without authorization, or during non-contract periods without proper permission is not permitted.

16. Agreement Periods and Rates: Room rates are approved by the University’s Board of Visitors and posted to the Housing web site. Summer housing is available May 10 – August 5, 2016. Summer rates include $16.50 per day for a double room and $20 per day for a single room the total charge is assessed when assignments are made. The total summer balance is due in accordance to the Office of Finance Tuition Schedule.

17. Meal Plan Requirements: Students living in summer on-campus housing are not required to be on a meal plan. Meal Plans are purchased and billed on a summer basis. Meals do not transfer from summer to fall; however flex points carry over from the summer to fall semester with the purchase of a fall meal plan. Flex points and any remaining meals expire at the end of the fall semester. Meal plan changes are not permitted in the summer. If you wish to add on to or purchase an additional plan please visit the Card Center at www.odu.edu/cardcenter for details. If a Resident moves off-campus, it is his/her responsibility to review the Cancellation portion of the Housing and Dining Agreement to determine eligibility to cancel the meal plan.

18. Laundry: Residential facilities are equipped with washers and dryers. Laundry loads may be purchased with Monarch Plus through the Card Center (www.odu.edu/cardcenter), or students may pay for loads with coins. The University is not liable for any damage or loss caused by the washers or dryers.

19. Criminal Activity: It is a condition of eligibility for applicants for University housing to completely and truthfully answer criminal history activity questions. Housing & Residence Life reserves the right to refuse housing based upon behavior, including but not limited to criminal activity. The University maintains sole discretion and judgment in determining whether refusal of housing (or termination of the Housing & 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 Residence Life community. If Housing & 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 & Dining Agreement. Failure to completely and truthfully answer criminal history activity questions on a housing application may result in immediate termination of the Housing & Dining Agreement and/or Old Dominion University student conduct proceedings. All decisions/outcomes through this process are final and are not subject to review/appeal.

20. Termination: If the University determines the necessity to close the campus and/or residence halls/apartment communities due to an emergency, students must make arrangements to vacate the campus. The University is not responsible for the evacuation of students or providing shelter at times when the University closes. Students are required to submit their emergency evacuation information to Housing & Residence Life prior to checking into University housing.

21. 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 Housing & Residence Life reserve the right to make corrections when necessary. If changes are made, Housing & Residence Life will inform Residents of such changes through multiple means of communication and in a timely manner.

Notes:
• A completed online application/agreement indicates that the applicant has read, understands, and agrees to the agreement policies outlined within the Housing & Dining 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.