

2008-2009 STUDENT HOUSING AGREEMENT

1. PERIOD OF CONTRACT: This Housing 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 academic year of 2008-09. The resident accepts responsibility and understands that the Housing Agreement is for the full room-rent charges as outlined in this agreement. The resident is obligated to perform on the agreement through the final closing of the residence halls for the 2009 spring term even if the resident enters into the agreement for the spring term only unless stated differently in this agreement.

2. AGREEMENT PERIOD: This agreement is for the full academic year or for the portion of the academic year remaining at the time of assignment. This agreement begins on the Saturday preceding the first day of classes and ends on the last day of exams. In the spring term, the agreement begins on the Sunday preceding the first day of classes and ends on the last day of exams. Assigned space not occupied by 5 p.m. on the first day of class may be reassigned to another student. Non-occupancy of assigned space, however, does not terminate the Housing 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 \$25 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 periods except in designated residence areas. Residents assigned to Powhatan, Nusbaum and Village One and Two have entered into a ten month housing agreement that begins on August 1, 2008 and ends on May 31, 2009. Residents of Village Three through Ten agree to a rental period of August 15, 2008 through July 31, 2009. Residents may be housed on a space available basis at a nominal fee at the discretion of the university.

3. ROOM ASSIGNMENTS: The University's acceptance of this agreement does not guarantee a specific room assignment. Room assignments are primarily based upon the date of application and personal data listed on the agreement. 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. 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.

4. THE UNIVERSITY RESERVES THE RIGHT TO:

- 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
- 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 Student Housing policies without prior notice
- enter student rooms as necessary for repairs, inspections and enforcement of university policy

5. SPRING PREPAYMENT OF RENT (\$150): A \$150 prepayment of rent must be submitted by all students applying for on-campus housing. This prepayment of rent will be applied as a credit to the student's account in spring 2009 thus reducing spring rent by \$150.

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 Residence Hall Handbook*. Copies are available at www.odu.edu/housing or at the Office of Student Housing 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. APPEALS, CANCELLATIONS, WITHDRAWALS AND REFUNDS: Enrolled students will be responsible for the full cost of room rent for the agreement period. **Cancellations of this agreement with full refund of the \$150 prepayment of spring rent will be accepted until May 1, 2008 for the fall 2008 semester; and November 1, 2008 (students moving into housing for the spring only) for the spring 2009 semester.** Students deciding not to attend the university after these dates will forfeit the \$150 prepayment but will be relieved of their contractual obligations if notification is received in writing. Students withdrawing from the university after the first 10 class days will be held liable for the prorated cost of room rent based upon the date that they move out of campus housing. 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 on-campus housing without forfeiture of the spring semester charges in the following cases only:

- Withdrawal or graduation from the university
- Marriage (proof required)
- Transfer to another university (proof required)
- Participation in an approved exchange program
- Student teaching outside of commuting distance
- An involuntary call-up for military service
- Co-op, internship or similar approved programs outside of commuting distance

Requests to be released from spring-term obligations under one of the above listed areas must be made in writing to the Office of Student Housing prior to November 1, 2008 to avoid forfeiting the \$150 prepayment of rent. Students wishing to commute from home must complete and submit a Commuter Form (available at www.odu.edu/housing or from the Office of Student Housing) prior to August 1, 2008, for the fall 2008 semester, and November 1, 2008, for the spring 2009 semester to avoid forfeiting the \$150 prepayment of rent. If a student is approved to commute from home, the student will be released from this Agreement provided that the student continues to follow the commuter policy through the end of the spring 2009 semester.

8. TERMINATION BY UNIVERSITY: This agreement may be terminated for disciplinary reasons by the university and/or Student Housing, including dismissal from the university. In the case of termination of this agreement by the university and/or Student Housing, the student will be financially responsible for the entire rental cost of the agreement period. The university has the authority to deny or remove a student from student 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.

I hereby certify that I have read the document entitled *Terms and Conditions* in full and understand the terms thereof. I acknowledge that the University will not grant this agreement unless personal guarantee of payment of all charges or obligations there under is made. I understand this agreement obligates me to reside in University Student Housing for the entire academic year, or remainder thereof, as applicable.

You will be signing this document at the return housing lottery event.