

*Please read all provisions of this contract as you are legally bound by these terms and conditions for the entire contract period. You are responsible for adhering to the policies and procedures found in the Code of Student Conduct and the Housing & Residence Life Guide to Living on Campus. 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.*

*The residential experience is designed for students who reach 17 to 26 years of age by September 1, 2022. Students who are younger or older than the previously stated ages will receive consideration on a case-by-case basis. In addition, the University does not provide housing for graduate students, married couples or students with children.*

**1. Parties:** This contract 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:** Full-time, degree-seeking students in good standing who are enrolled at Old Dominion University may enter into this contract. Students in residence must maintain active registration and be able to demonstrate progress toward a degree. Priority is given to full-time status students. Dropping to less than full-time status or transitioning to online status does not release the Resident from the contract. This contract may not be transferred or re-assigned to another student.

- a. Full-time Status for undergraduate students is defined as enrollment in at least 12 credit hours.
- b. Full-time Status for graduate students is defined as enrollment in at least 9 credit hours.
- c. The University reserves the right to use a student's disciplinary status, student account status, and/or student financial standing as a factor in providing on-campus housing.
- d. Eligibility Requirements for the University Village:
  1. University Village Residents are agreeing to an 11+ month contract period (running from August 26, 2022 through July 31, 2023) that includes summer housing, even if the Resident chooses to not occupy the premises during summer.
  2. University Village Residents who are December or May graduates may petition to be released from their remaining contract. May graduates are required to vacate by May 31.

- c. 11+ Month Apartments (Village) August 26, 2022 – July 31, 2023
- d. Spring Only–Residence Halls January 07, 2023 – May 06, 2023
- e. Spring Only–Apartments (Not Village) January 07, 2023 – May 06, 2023
- f. Spring-Summer 11+ Month Apts. (Village) January 07, 2023 – July 31, 2023

#### **4. The University Agrees:**

- a. The University will provide a room accommodation to the student for a timeframe of one contract period. This is excluding 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 connectivity for internet.

#### **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 contract, and other University publications, such as the Code of Student Conduct and the Housing & Residence Life Guide to Living on Campus.

- a. Failure to fulfill the terms of this contract may lead to termination of this contract, 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 72 hours upon loss of status as an enrolled student during this contract if the Resident fails to register for credit course work and within 24 hours after their last exam each semester. Students may be removed immediately based on conduct and/or threat to others.

#### **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 website. Submitting an application and paying the application fee does not guarantee housing.

- a. All students must submit a \$250.00 application fee before any room assignment can be made. Waivers for \$200 towards the application fee are available for students with documented financial need. Students must apply for a waiver in the Housing Portal during their application submission. Students will be notified if approved.
- 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 payment arrangements 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 approved through the Petition for Release from their Housing & Dining Contract. Failure of a Resident to satisfy the financial obligations stipulated under this contract 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.

#### **7. Room Assignment:**

- a. Students may be assigned to campus housing via self-selection or through allocation by Housing & Residence Life staff.
- b. In addition to eligibility as defined in section 2, students must submit an electronic housing application and a \$250.00 application fee to be eligible for campus housing.
- c. Specific process details can be obtained via the ODU housing portal and website for individual classifications (new freshmen, new transfer, continuing, and returning students).
- d. Preferences are one factor in the selection process, and not a guarantee or commitment. Assignments are made on a space available basis and when possible, in accordance with the preferences that the student requests.
- e. Failure to honor a preference does NOT void this contract.
- f. A roommate will see the name and ODU email address of students who choose to display their information.

- g. The University reserves the right to consolidate vacancies either prior to occupying the room or during the academic year.
- h. The University reserves the right to administratively reassign residents to other rooms as needed.
- i.

contract fees (including summer if Village resident). This applies whether or not enrollment at the University continues.

- 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

- i. Health and Safety – Residents are forbidden to possess potentially hazardous materials, to conspire to damage the health and safe environment of the residence halls or to engage in activities that do so.
  - 1. 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.
  - 2. 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.
- j. 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, and Guide to Living on Campus. It is prohibited to facilitate a violation or to remain present while a violation occurs.
- k. 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.
  - l. 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.
- m. 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.
- n. Personal Rights and Freedoms – Actions that infringe generally upon the rights and freedoms of other students are prohibited.
- o. Property Damage – Vandalizing, damaging, or defacing University or Housing & Residence Life property, or property of others is prohibited.
- p. Roofs, Roof Decks, Windows and Ledges – The presence of individuals or objects on a roof, roof deck, window or ledge is prohibited at all times.
- q. Service Animals, Emotional Support and Pets - Service animals are defined as dogs that are individually trained to do work or perform tasks for people with disabilities (ADA Amendments Act, 2008). Service animals are permitted in residence halls. An Emotional Support Animal is specifically designated by a qualified medical provider as affording an individual with a disability an equal opportunity to use and enjoy a dwelling, provided there is a nexus between the individual’s disability and the assistance the animal provides. An Emotional Support Animal must be approved by university staff (Educational Accessibility Office and Housing & Residence Life) to be in residential facilities. Pets are NOT permitted in residential facilities.
- r. Smoking – The use of tobacco and smoking-related products, and electronic cigarettes and vaporizers are prohibited in a residential facility, and also prohibited within 25 feet of any facility.
- s. Solicitation – Solicitation is prohibited.
- t. Stealing – It is prohibited to take the property of any other person or of the University or Housing & Residence Life without permission.
- u. Subletting - Subletting is not permitted.
- v. Unauthorized Entry/Exit – Entering/exiting improperly, without authorization, or during non-contract periods without proper permission is not permitted.

**16. Contract Periods and Rates:** Room rates are approved by the University’s Board of Visitors and posted to the Housing & Residence Life website. The following are the contract periods for each Residence Hall or Apartment complex. Halls and apartment complexes marked with an ‘\*’ requires a meal plan. residents should anticipate that the assigned building/complex may close during break periods (i.e. winter and spring breaks).

<b><u>Residence Halls:</u></b>	<b>August 26, 2022 – May 06, 2023</b>
Dominion House*	The Inn*
England House*	Ireland House*
Foundation House*	Rogers Complex*
Owens House*	Scotland House*
France House*	Virginia House*
Gresham Complex*	Whitehurst Hall*
<b><u>Residential Apartments:</u></b>	(Apartments remain open during break periods)
Nusbaum Apartments	<b>August 26, 2021 – May 06, 2023</b>
Powhatan Village*	<b>August 26, 2021– May 06, 2023</b>

- 17. Meal Plan Requirements:** Students living in Dominion House, England House, Foundation House, Owens House, France House, Gresham Complex, The Inn, Ireland House, Rogers Complex, Scotland House, Virginia House, Whitehurst Hall, and Powhatan are required to be on a meal plan. Meal Plans are purchased and billed on a semester basis. Meals do not transfer from one semester to the next; however, flex points carry over from the fall to spring semester with the purchase of a spring meal plan. Flex points and any remaining meals expire at the end of the spring semester. First-time, freshman residents living on campus, regardless of residential community, will be required to select the Weekly 21/All-Access meal plan. Powhatan and Foundation House residents will be required to have a minimum of the block 50 meal plan. All other residents in required communities will be required to have the Weekly 10/block 160 meal plan. If a meal plan selection is not made by June 1<sup>st</sup> for the fall semester or by December 5<sup>th</sup> for the spring semester, students will be assigned the minimum plan outlined in the





students may not be permitted to continue living in their residential space. Removal from Housing to isolate or quarantine does not constitute termination of a residential student's housing contract.

- c. De-Densifying Efforts. Residential students are required to comply with any de-densifying efforts needed on campus due to COVID or other public health emergency, including, but not limited to, termination or the relocation of all or some residential students to alternative housing. Relocation does not constitute a termination of a residential student's housing contract.
  - d. Dining Services Dining service, including where and how it will be offered to residential students, is subject to the discretion of the University and subject to modification to address public health concerns. Due to health and safety guidance, Dining may limit the occupancy of dining halls, limit the amount of time students may reside within dining halls, or make other operational adjustments needed to address health and safety concerns.
  - e. Cleaning. The University will implement and modify its cleaning protocols to address COVID or other public health emergency in the interest of minimizing the spread of disease.
  - f. Termination. Upon reasonable notice, ODU Housing reserves the right to terminate housing contracts due to public health emergency needs, including COVID.
  - g. Vaccination. Per the University's COVID-19 Guidelines, residential students are encouraged to have a COVID-19 vaccination with proof submitted to the university, submit a medical or religious exemption and assumption of risk to the Monarch Wellness Portal.
27. 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 changes or corrections.