

2011-2012 University-Operated Apartments Information and Requirements

INTRODUCTION

This document and those referred to within, constitute Radford University's occupancy agreement for individual students residing in University-Operated Apartments. A resident of said apartments must be a Radford University student who is eligible to live off-campus.

POLICY STATEMENT

The resident is responsible for all rules and regulations described herein, the Standards of Student Conduct, etc. Residents are responsible to abide by all University, Local, State and Federal laws.

When a resident is found to have violated University policies, stipulations of Radford University's conduct policy, or to be in violation of the Apartment Housing Agreement, the University may file judicial charges that may result in termination of the resident's apartment residency prior to the expiration of the agreement.

RIGHTS OF THE UNIVERSITY

The resident acknowledges that the University may: withhold the resident's transcripts, certificates, or diplomas; deny the resident permission to register for classes; take legal action; and/or send to a collections agency, if:

- **This agreement is terminated because of a violation by the resident or;**
- **The resident refuses to vacate the apartment by the date set by the University or;**
- **The resident owes any money to the University which has not been paid.**

All residents wishing to renew the housing agreement for the following academic year must do so by the deadlines established by the Office of Housing and Residential Life.

APARTMENT HOUSING AGREEMENT

Signing the Apartment Housing Agreement obligates the resident to pay for the unit in the Radford University-Operated Apartments for the **full academic year**. All agreements shall expire on **May 9th, 2012**.

A resident with a valid Apartment Housing Agreement on file for the 2011-2012 academic year may be able to extend his/her agreement beyond the specified date (during summer sessions) at an **additional charge**. A request in no way guarantees an extension. Each extension will be reviewed individually. Any refunds will be made in accordance with the terms of the Apartment Student Agreement.

RESPONSIBILITY

1. **Responsibility:** Each University Apartment resident is individually responsible for personal rental payments. All residents of an apartment are jointly responsible for the payment of all appropriate cleaning and damage charges. Charges for all damages, missing items, or unclean conditions in the apartments will be assessed to the last residents on record unless a person assumes responsibility in writing. Each resident is responsible for the condition of the bedroom he/she is assigned. Should any charges be assessed after the expiration date of this agreement, they shall constitute a debt payable immediately to the University on demand.
2. **Damages:** The resident is financially responsible for keeping the apartment and its contents in good working order and free from damage by both self and guests. Charges will be assessed and distributed based upon current and/or actual cost of labor and materials. Charges may be levied for any work required that is not due to normal usage, as determined by Radford University.

APARTMENT CARE

The resident(s) acknowledge the acceptance of the apartment in its present condition and agrees to maintain the apartment and return it to the University at the end of the lease in equally good condition as it was accepted. The resident(s) will keep the apartment clean and fit for habitation at his/her own expense. Resident(s) shall be responsible for all damages caused through deliberate action or through neglect.

The resident(s) are responsible for cleaning any garbage or debris outside their residence or in public areas by themselves or their guest(s). All garbage is to be deposited in the dumpsters provided behind the buildings.

Resident(s) shall not make any alteration or improvements to the apartment without written consent of the Office of Housing and Residential Life.

The resident(s) agrees to use a minimum of small tacks or nails to hang personal effects on the walls and agrees to be responsible for the damages. No holes may be placed in ceilings.

No sign, signal or illumination of any kind shall be placed on any window or other part of the premises without the written consent of the apartment management.

RESIDENTIAL USE

The premises shall be occupied by the assigned residents and used for residential purposes only. **Any persons not holding a lease agreement shall not occupy the apartment**, or use it for any other purposes. Violations may result in termination of this agreement by the host/resident.

SERVICES:

1. **Utilities:** All utilities are provided by the University. However, if excessive utility usage is noted for an apartment, the residents of that apartment will need to implement conservation measures and may be assessed appropriate financial charges.
2. **Cable TV:** Basic campus cable is provided in Calhoun Street Apartments.
3. **Extermination:** The University provides extermination of each apartment regularly. The spray is non-toxic and does not damage any electronic devices.
4. **Dishwashers** are provided in each apartment.
5. **Washers and Dryers** are available in units/apartments.

MAINTENANCE AND EMERGENCIES

If any repairs are needed, the resident(s) should request maintenance by submitting a Fix-It Request from the Office of Housing and Residential Life website.

Radford University will attempt to correct reported maintenance problems as soon as possible during normal hours.

IF AN EMERGENCY MAINTENANCE PROBLEM OCCURS, CONTACT THE APARTMENT STAFF MEMBER ON-DUTY OR CALL UNIVERSITY POLICE AT 540-831-5500 FOR ASSISTANCE.

The following constitutes and emergency:

1. Fire
2. Sewage back-up
3. Broken water pipes
4. No heat (lack of air conditioning is **NOT** an emergency)
5. Broken door locks
6. Broken windows or doors

Making a request for maintenance gives consent for Facilities Management service personnel to enter the apartment to do the repair work. However, the University will attempt to notify residents of entrance. Residents may not withhold access to the apartment for such renovation/repair or extermination.

PETS

No pets other than fish and approved service animals are permitted. Rental units found to have unauthorized pets or evidence of their presence for any period of time, will be assessed a \$100.00 pet fee for **EACH** violation of this policy. Resident shall be charged with the violation and shall receive a \$100.00 fine.

ASSIGNMENT POLICY

In making apartment assignments, the Office of Housing and Residential Life will not honor any request that discriminates on the basis of race, color, religion, disability, national origin, sexual orientation, or age.

The Office of Housing and Residential Life shall have the sole right to determine all apartment assignments. The Office of Housing and Residential Life reserves the right to change apartment assignments and reassigned spaces.

LIABILITY

The University is and shall be exempt from any and all liability for any damage to property caused by or resulting from steam, electricity, gas, water, rain, ice, snow, or any leak of flow from or into any part of said building or from damage resulting or arising from any other cause.

Furthermore, the University insurance does not cover any loss of personal property at any time. Loss of University property due to negligence of the resident(s) shall be the responsibility of the resident(s). Restitution of costs due to negligent acts will be assessed by the University or its agents. **THE RESIDENTS ARE ENCOURAGED TO HAVE A PERSONAL RENTER'S INSURANCE POLICY.**

OCCUPANCY

Only residents who are officially assigned and have a valid lease may reside in the unit. Additional residents may not occupy and share the apartment with official residents.

Guests staying more than one (1) week without the consent of the Office of Housing and Residential Life will be in violation of this agreement. The resident responsible for the guest(s) **will be charged** at a per person rate for the apartment and/or the assigned resident's agreement may be terminated with no refund for the months remaining in the housing agreement. **INDIVIDUALS CANNOT SUBLEASE AN APARTMENT.**

COMPLEX MANAGEMENT

The Assistant Resident Director (ARD) will have 6 posted office hours per week. All questions or concerns should be addressed during those times with either the ARD or the Resident Assistant (RA) staff members.

If you cannot speak with the ARD or RA staff during those times and you would like to set up an appointment or leave a message, please e-mail the Complex Office.

COMPLEX LIVING EXPECTATIONS

Each resident has a right to a living environment that he/she chooses. **Any action that disrupts the community or infringes upon this right will not be tolerated.** Repeated or gross disruptions of the community may result in a conduct charge of disorderly conduct and/or administrative action/termination of this contract.

If a resident has a problem with other residents, he/she should contact them first and try to settle the issue. If repeated efforts fail, the resident should contact the apartment staff member on-duty. If the staff member on-duty is not available, Radford University Police should be contacted.

LOCK-OUTS

If locked out of his/her apartment, the resident should try to contact a roommate for re-entry to the apartment. If a roommate cannot be contacted, the resident can contact the apartment staff member on-duty. The staff member may not be able to answer a call immediately. Leave a message and the staff member will return the call as soon as possible.

If the Complex Manager is not available during an emergency, the resident can call the Office of Housing and Residential Life during normal business hours, 8:00 a.m. - 5:00 p.m., or University Police. Someone will be sent to let you into the apartment as soon as possible.

MOVE-IN

The resident must follow proper check-in procedures as indicated by the Office of Housing and Residential Life when moving into the premises. Checking into the apartment includes:

1. Checking-in with the Apartment Complex Office to obtain apartment keys. Residents may not obtain keys for other roommates;
2. Within five (5) working days upon moving into the apartment, the residents must verify and sign a Move-In Inspection Form, which will be an accurate and complete inventory of the condition of the apartment and University provided materials within. The inventory will serve as the basis for checkout charges, if imposed;
3. Residents are not allowed to change apartment assignments or move in or move out of an apartment without the written approval of the Office of Housing and Residential Life.

MOVE-OUT

The resident must follow proper check-out procedures as indicated by the Office of Housing and Residential Life when moving out of the premises. Checking out of the apartment includes:

1. Return all keys on the day of departure. The apartment will not be considered officially vacated until all keys are returned. A \$125.00 fee will be assessed for each key not returned;
2. Thoroughly clean all bathrooms and rooms;
3. Thoroughly clean all appliances (the refrigerator must be defrosted and the oven cleaned);
4. Remove all waste and debris, leaving the apartment and the area outside of the apartment in an acceptable, clean, undamaged condition;
5. Remove all personal belongings on or before the termination of the lease. Belongings not removed by the date of lease expiration will be considered abandoned. The University reserves the right, without notice, to dispose of the property found abandoned inside or outside of the buildings after the termination of the agreement (*SEE SECTION 12 OF YOUR AGREEMENT*); The resident(s) are responsible for steam cleaning the carpets and provide proof of cleaning, either in the form of a receipt from a professional steam cleaner or a receipt for the rental of a steam cleaning unit.

APARTMENT INSPECTIONS

The apartment staff will complete a checkout inspection once notification has been made that the resident has vacated the apartment. The University reserves the right to make health, safety, and maintenance inspections to ensure that various health and safety standards are being met.

TERMINATION BY THE UNIVERSITY

The University may terminate or temporarily suspend performance of any part of this agreement without notice in the event of an emergency which would make continued operation of Radford University's apartment housing not feasible.

FIRE SAFETY POLICY

Radford University and the Commonwealth of Virginia are concerned with fire safety and have taken steps to provide fire protection. The resident's cooperation is needed and expected to keep the fire prevention equipment in working order. The University Fire Marshall shall make an inspection of the premises each year.

A fire extinguisher is located in each apartment for your protection. **USE THE FIRE EXTINGUISHER ONLY IN FIRE EMERGENCY SITUATIONS.** Falsely discharging a fire extinguisher will result in criminal/judicial action and/or a fine of \$50.00 and cleaning fees. Discharging a fire extinguisher maliciously will cause suspension from the University.

Virginia State Law and University policy requires each smoke detector be tested once per week. Residents are responsible for testing the smoke detectors, and must frequently check the fire extinguishers pressure gauge. Residents must notify the apartment staff immediately upon the discovery of a non-functioning detector or a fire extinguisher with low pressure.

In addition to the above policies, residents must adhere to the following campus-wide safety regulations:

1. Extension cords may not be used. A UL-approved multiple stripe power box with built in circuit breaker and having a maximum of 15 amps is permitted.
2. **Nothing** may be stored in the mechanical equipment rooms (the utility closet).
3. Nothing may be hung from the ceiling; no holes may be placed in the ceiling. No items may be hung over light fixtures or smoke detectors.
4. Paints, paint thinners, and other flammable liquid may not be stored in the apartments.
5. Any grilling of food shall be done outside of the apartment 10 or more feet away from the building (**grilling is not allowed on the stairs or landings at any time**).
6. Trash must be stored away from heat sources and wastebaskets must be emptied regularly.
7. Decorations (i.e. paper streamers, lights, Christmas trees, etc.) must be fire resistant. If these items are used, they must have a fire resistant label.
8. Do not cover ventilation openings of televisions, stereos and radios. Furniture must be placed 6-8 inches from the heating unit to allow adequate ventilation and to prevent fire hazards.
9. General care and cleanliness must be maintained.
10. Gas grills, kerosene, liquid fuel or other heaters are expressly forbidden.
11. Candles (with or without wicks), excessive dried vegetation, lanterns, oil lamps, and burners (objects capable of producing open flames) are not permitted.

ALCOHOL/PARTIES/DRUGS

Radford University explicitly prohibits illegal possession, use, sale, or trafficking of alcohol and other drugs on Radford University's property.

The possession and use of alcoholic beverages in Radford University Apartment Housing is permitted within established Federal, State, or University guidelines.

All private parties must be confined to the inside of one apartment unit and are limited to 10 guests (see section 8 of your housing agreement).

Private outdoor lawn, block, or building parties are strictly prohibited. You are encouraged to review your contract for more details and possible consequences.

Residents who sponsor parties are responsible for **all aspects of the party** including the behavior of the attendees, proper age verification of guests, and payment for any damages that may result. Individuals who host private parties where alcohol is served or consumed assume full personal responsibility and liability for compliance with Virginia State Law and regulations set forth by Radford University. Radford University will not assume responsibility for the private actions of individuals or groups on Radford University property.

Kegs and/or Keg Shells are prohibited on all Radford University property.

Violation of this section of the lease may result in judicial charges and/or administrative removal from Radford University housing, termination of the housing agreement, and subject to fines up to \$500.00 per individual as well as criminal and/or civil action.

FIREWORKS, WEAPONS AND EXPLOSIVES

The unauthorized use, possession or storage of firearms, devices that resemble firearms, weapons, realistic replicas of weapons, fireworks, dangerous chemicals, explosive materials, dangerous devices capable of casting a projectile or other lethal weapons are strictly prohibited on Radford University property.

RADFORD UNIVESRITY APARTMENT PARKING RULES AND REGULATIONS

A resident is required to purchase a University parking decal in order to park in the University lots and must comply with policies of the Parking Services Office.

Guests of residents must obtain University guest permits from the Visitor Center (8 a.m. - 5 p.m. Monday-Friday) or Radford University Police at any other time.

EMERGENCY SERVICES

If a situation becomes critical or places someone in jeopardy, you must seek professional assistance immediately:

Emergency Numbers

University Police.....831-5500
Ambulance.....911
Fire Department.....911 or 831-5500

Radford Community Hospital (Carillion)

Switchboard.....731-2000
Emergency Room.....731-2666 (or 2667)
Admissions.....731-2450

Radford University

Radford University Health Center.....831-5111
Office of Housing and Residential Life.....831-5375

For assistance, call the Office of Housing and Residential Life.
Office Number: (540) 831-5375
On-Call Number: (540) 257-0095

For information about off campus living please contact Off Campus Student Services
<http://www.radford.edu/~dos-web/ocss.htm> or (540) 831-5321