

Housing and Residential Life

TERMS AND CONDITIONS OF THE 2021-2022 RESIDENTIAL STUDENT AGREEMENT (RUC)

IN ORDER TO FURTHER THE UNIVERSITY'S ACADEMIC MISSION, RADFORD UNIVERSITY (UNIVERSITY) SEEKS TO PROVIDE ATTENDING STUDENTS A SPACE IN UNIVERSITY LEASED HOUSING FOR USE AS A PERSONAL RESIDENCE. THE STUDENT (PARENT, GUARDIAN, OR OTHER GUARANTOR) IS RESPONSIBLE FOR FAMILIARIZING THEMSELVES WITH THE TERMS AND CONDITIONS OF THE AGREEMENT AND ACCEPTS THE TERMS AND CONDITIONS OF THE AGREEMENT AS OUTLINED BELOW. THESE TERMS ARE ENFORCEABLE RIGHTS AND OBLIGATIONS THAT ARE BINDING AND EFFECTIVE UPON SUBMISSION.

1. Eligibility

- a. Students must be enrolled for at least 9 credit hours (undergraduate) or 6 credit hours (graduate) at Radford University to be eligible to reside in university controlled housing. Petitions for an exception for extraordinary circumstances must be made in writing to the Director of Housing and Residential Life or Designee.
- b. Any individual who must register as a Sex Offender is prohibited from living in university controlled housing facilities.

2. Period of Agreement

- a. This agreement is for the FULL ACADEMIC YEAR consisting of the fall and spring semesters. Agreements signed after the start of the fall semester shall be in force until the end of the spring semester.

3. Break Housing

- a. Radford University offers housing during university break periods, including Thanksgiving Break, Winter Break, and Spring Break. Radford University also offers housing during the summer.

4. Occupancy Period

- a. The student may begin occupancy of their assigned room space on the dates listed in the University catalog. Failure to occupy the room by the first official day of classes each semester may result in a reassignment of the room; however, the residential student agreement will remain enforced. Students are expected to occupy their assigned room. Students who choose to vacate their assignment without being officially exempted from the agreement have abrogated their right to that space, and are required to return any key(s) for the vacated assignment as directed. Failure to return key(s) as directed will result in billing for associated lock changes(s). Students remain liable for room charges during the life of the agreement. Students returning during the agreement period will be reassigned to an available space.

5. Room Assignment

- a. This agreement is for a bed space in University controlled housing and does not guarantee any specific room assignment. The University will attempt to accommodate the requests of students for

specific roommates and spaces, but does not guarantee requests. All requests for specific roommates must be mutual.

- b. The University reserves the right to accept, reject, cancel, or change any room assignment at its discretion at any time during the occupancy period. Students administratively moved will be responsible for any increase in room rate. If space becomes available in an apartment/unit for any reason, the University may fill the vacancy and/or consolidate space by moving residents at its discretion.
- c. In making or changing room assignments, Radford University complies with all federal and state regulations regarding non-discrimination.
- d. The University reserves the right to utilize expanded housing on a temporary basis until standard occupancy space becomes available. Other local housing locations may be used to house students in the event of significant excess of demand.

6. Agreement Termination and Cancellation

a. Agreement Termination:

- i. Termination of the Residential Student Agreement: Termination of the Residential Student Agreement occurs when the student's current (and/or future) Residential Student Agreement is cancelled or revoked for violating the Radford University Standards of Student Conduct and/or Office of Housing and Residential Life Policies. When a Residential Student Agreement is terminated after the start of an academic year term (fall and spring semesters), the student remains financially responsible for the entire cost of room for the remainder of that term.
- ii. The University reserves the right to terminate this agreement if a student no longer meets eligibility requirements and/or is enrolled for less than nine (9) credit hours (undergraduate)/ six (6) credit hours (graduate) in a semester at Radford University. (See section 1. Eligibility)

b. Agreement Cancellation

- i. This agreement is canceled when:
 - 1. The student graduates from the University at the end of fall semester.
 - 2. The student does not re-enroll at the University.
 - 3. Students who have submitted a Residential Student Agreement are bound to the terms herein for the academic year. Students may request an application for exemption from the Residential Student Agreement from the Office of Housing and Residential Life. Submitting an application for exemption from the Residential Student Agreement at any time does not guarantee the exemption will be granted.

7. Room Deposit Information

a. New Freshman, Transfer, and Newly Readmitted Students:

- i. Newly admitted freshman and transfer students withdrawing from the University are eligible for a refund of the room deposit if notification is received by the Admissions Office by June 1.
- ii. Readmitted students withdrawing from the University are eligible for a refund of the room deposit if notification is received by the Registrar's Office by June 1.
- iii. Any newly admitted student withdrawing from the University after June 1 forfeit the room deposit.
- iv. Room deposits received after June 1 are not refundable.

b. Currently Enrolled and Returning Students

- i. Currently enrolled and returning students, are eligible for a refund of the room deposit if the request for exemption from the agreement is received by June 1 and exemption is granted by the Office of Housing and Residential Life (see section 6b. Agreement Cancellation).
- ii. Room deposits received after June 1 are not refundable.

c. Students Entering for Spring Semester:

- i. The room deposit for students entering University controlled housing in the Spring Semester is not refundable.

8. University Liability

- a. The University assumes no legal obligation to pay for injury to persons, or the loss of or damage to any personal property. Students (and their parents or guardians) are strongly encouraged to purchase and maintain appropriate renter's insurance.

9. Student Liability

- a. The student is responsible for the condition and proper care of the accommodations assigned. The student shall reimburse the University for all losses of University owned or controlled property or damages beyond normal wear and tear, as interpreted by the University, within the assigned accommodations. The student is responsible for submitting and following up on requests for maintenance in a timely manner and/or notifying residence hall staff when emergency maintenance is required. The student is responsible for cleaning the assigned accommodations (including kitchens, bedrooms, and bathrooms) and shall be responsible for any cleaning charges assessed. The student shall be subject to a prorated share of the cost of losses of University property in or damage to common areas within university controlled property where the individual responsible cannot be identified.

10. Room Entry

- a. The University and property management and maintenance staff reserves the right to enter a student's room/apartment to perform routine or emergency maintenance. The University also reserves the right to enter a student's room/apartment to enforce University policies, rules, and regulations. Residence hall staff may enter rooms/apartments for announced room inspections, for the purpose of monitoring compliance with fire, personal safety, and maintenance and health standards.

11. Policy Compliance

- a. The student is responsible for all University and university controlled rules, regulations, policies, and procedures as outlined in the University Catalog, Standards of Student Conduct, Residence Hall Policies, or other University publications or documents.

12. Administrative Action

- a. The University reserves the right to take administrative action, to make decisions that maintain an academic atmosphere in university controlled property, and to insure the safety of the residents (i.e., termination of agreement, relocation, removal of offensive property).

13. Evacuation and Relocation

- a. In the event that the accommodations assigned to the student are destroyed or made unavailable to the University, and the University does not furnish other accommodations, this agreement shall terminate. All rights and liabilities of the parties hereto shall cease, and payments previously made by the student shall be refunded on a prorated basis for the period for which accommodations were made unavailable to the student.
- b. In the event that University officials declare an emergency requiring evacuation or relocation, the resident must immediately comply with evacuation and relocation orders from University officials. Failure or refusal by the resident to abide by any such directive or procedure may result in disciplinary action or removal by police.

14. Non-Transferability

- a. Student may not reassign this agreement or room or sublet or otherwise rent out any assigned room space.

15. Disability Accommodations

- a. Students who require special accommodations due to a disability as defined by section 504 of the Americans with Disabilities Act of 1990 and associated Amendments of 2008 should contact the Center for Accessibility Services as soon as possible after submitting this agreement.

16. Non-Discrimination Statement

- a. Radford University does not discriminate with regard to race, color, sex, sexual orientation, disability, age, veteran status, national origin, religion, or political affiliation in the administration of its educational programs, activities, admission or employment practices.

17. Changes and Corrections

- a. The University has made every reasonable attempt to make sure information contained herein is accurate at the time of publication. However, the University reserves the right to make corrections as necessary. Also, because the Office of Housing and Residential Life tries to respond quickly to student concerns and to facilitate the best possible housing program, the University reserves the right to make changes in operations as needed. By way of example, such changes may include, but are not limited to the following: location and availability of certain special interest housing, changes to applications processes, and changes in location of break housing halls. Every effort will be made to provide students with notice.

BY SUBMITTING THIS APPLICATION, I ACKNOWLEDGE THAT I HAVE READ AND AGREE TO THE RADFORD UNIVERSITY RESIDENTIAL STUDENT AGREEMENT. I UNDERSTAND AND ACCEPT MY OBLIGATION TO ABIDE BY UNIVERSITY AND UNIVERSITY CONTROLLED HOUSING RULES AND REGULATIONS.