

## Housing and Residential Life

### TERMS AND CONDITIONS OF THE 2018-2019 RESIDENTIAL STUDENT AGREEMENT

IN ORDER TO FURTHER THE UNIVERSITY'S ACADEMIC MISSION, RADFORD UNIVERSITY (UNIVERSITY) SEEKS TO PROVIDE ATTENDING STUDENTS A SPACE IN A RESIDENCE HALL ROOM OR APARTMENT FOR USE AS A PERSONAL RESIDENCE ALONG WITH A DINING PROGRAM. ADDITIONAL TERMS APPLY TO STUDENTS WHO ARE ASSIGNED TO UNIVERSITY OWNED OR OPERATED APARTMENTS. 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. **All first time, first semester students under the age of 21 are required to live in Radford University operated housing for at least four consecutive full semesters.**
  - i. Exemptions to this policy may be granted if the student:
    1. Lives with relatives or legal guardians who are age 21 or over and are permanent residents within commuting distance of the University (1 hr. drive time or 60 miles).
    2. Is currently or previously married.
    3. Has served at least one year active duty in military forces.
    4. Has a disability that Radford University is unable to accommodate. (See statement on requesting accommodations through the Center for Accessibility Services).
    5. Has successfully completed the off-campus living educational session, when offered, and does not supersede existing housing agreements.
    6. Has received permission from the Director of Housing & Residential Life or appropriate designee.
  - b. 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 owned or operated housing. Petitions for an exception for extraordinary circumstances must be made in writing to the Director of Housing and Residential Life or Designee.
  - c. Any individual who must register as a Sex Offender is prohibited from living in university owned or operated 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. Because agreements are for a full academic year, students admitted in the spring semester will be required to live on campus for five semesters unless they petition for and are granted release for the final semester.

#### 3. Break Housing

- a. Radford University offers housing during university break periods, including Thanksgiving Break, Winter Break and Spring Break, for students residing in designated break housing. All other halls are closed during university break periods. The Office of Housing and Residential Life does not guarantee space will be available for all students who require housing during break periods.

#### **4. Occupancy Period**

- a. The student may begin occupancy of his/her 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 in force. Students are expected to occupy their assigned room. Students who choose to vacate their assignment without being officially released from the agreement have abrogated their right to that space, and are required to return any key(s) to 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 and board 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 an apartment or residence hall room 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 a room for any reason, the Office of Housing and Residential Life may fill the vacancy and/or consolidate space by moving residents at its discretion.
- c. In the event it is necessary, three people may be temporarily assigned to a double-capacity room and later reassigned as space becomes available. If the University requires that three students remain in a double-capacity room past the University census date, a pro-rated refund of the housing fee will be credited to each student's account. These refunds do not apply to students occupying rooms that have permanent capacity for three people. In making or changing room assignments, Radford University complies with all federal and state regulations regarding non-discrimination.
- d. The Office of Housing and Residential Life reserves the right to utilize expanded housing on a temporary basis until standard occupancy space becomes available. Off-campus locations may be used to house students in the event of significant excess of demand.

#### **6. Meal Plan**

- a. Each student residing in a residence hall is required to maintain a residential meal plan through RU Express/Dining Services. Students residing in university owned or operated apartments are required to maintain a specialized meal plan through RU Express/Dining Services.

#### **7. 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, the student remains financially responsible for the entire cost of room and board for the agreement period.
- 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. The student withdraws from the University (see section 8a for room deposit information). The student will be responsible for an Administrative Fee and/or room and board usage in accordance with the University School Withdrawal Policy.
4. The student is withdrawn from the University due to academic or conduct suspension. The student will be responsible for an Administrative Fee and/or room and board usage in accordance with the University School Withdrawal Policy.
5. This agreement may be cancelled if the student is granted an exemption to the University Boarding Policy. (see section 1. Eligibility) **Meeting one of the requirements does not guarantee a student will be released from their Residential Student Agreement.** A student will be required to maintain a required meal plan if the agreement cancellation is granted after the end of the second week of fall semester.
6. Students who have submitted a Residential Student Agreement are bound to the terms herein for the academic year regardless of their meeting the requirements of the on campus boarding policy. Students may request an application for release from the Residential Student Agreement from the Office of Housing and Residential Life. Submitting an application for release from the Residential Student Agreement at any time does not guarantee the release will be granted.

## 8. 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 May 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 May 1.
  - iii. Any newly admitted student withdrawing from the University after May 1 forfeit the room deposit.
  - iv. Room deposits received after May 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 release from the agreement is received by June 1 and release is granted by the Office of Housing and Residential Life (see section 7b. 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 the residence halls in the Spring Semester is not refundable.

## 9. 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.

## 10. 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 operated 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 (Fix It requests) in a timely manner and/or notifying residence hall staff when emergency maintenance is required. The student is responsible for cleaning the room and bathroom of the assigned accommodations 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 the residence hall where the individual responsible cannot be identified.

## 11. Room Entry

- a. The University 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, maintenance and health standards.

#### **12. Policy Compliance**

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

#### **13. Administrative Action**

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

#### **14. 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.

#### **15. Non-Transferability**

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

#### **16. 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.

#### **17. 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.

#### **18. 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 RESIDENCE HALL RULES AND REGULATIONS.