

TERMS AND CONDITIONS OF THE 2024-2025 RESIDENTIAL STUDENT AGREEMENT Radford University in Roanoke

The students (parents, guardians, or other guarantors) are 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 in Roanoke 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. Students must maintain eligibility for the duration of the resident agreement period. Student Affairs in Roanoke will monitor resident enrollment for eligibility purposes.
- b. Regardless of eligibility, any individual who must register as a sex offender as defined by federal, state, and local laws is prohibited from living in university- controlled housing facilities.
- c. Students who do not maintain eligibility throughout the course of their period of agreement (Section 3) cannot reside in university- controlled housing and will receive a notice of contract termination (Section 7a) with directives to vacate (Section 14).

2. PERIOD OF AGREEMENT

a. The period of agreement for the FULL ACADEMIC YEARS consisting of the Fall and Spring Semesters. Agreements signed after the start of the fall semester shall be enforced through the end of the spring semester of the agreement year.

3. 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) 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 who have previously vacated and subsequently return during the agreement period will be reassigned to an available space.
- b. **Break Housing**: This agreement covers break periods including Thanksgiving Break, Winter break, and Spring break. Additional charges are not incurred over breaks, but residents must formally notify their intention to stay in the facility for each break.
- c. Radford University in Roanoke also offers housing during the summer.

4. ROOM ASSIGNMENT

a. This agreement is for a bed space in a University controlled apartment 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. The University reserves the right to utilize expanded housing on a temporary basis until standard occupancy space becomes available.

5. AGREEMENT TERMINATION AND CANCELLATION

- a. Agreement Termination:
 - 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 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 and board for the remainder of that term.
 - 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 in Roanoke. (See Section 1)
- b. Agreement Cancellation
 - i. This agreement is canceled when:
 - 1. The student graduates from the University at the end of fall or spring semester.
 - 2. The student does not re-enroll at the University.
 - 3. Students who have submitted a Residential Student Agreement are obligated to the terms herein for the academic year. Students may request an application for contract exemption/cancellation from the Residential Student Agreement. Submitting a request for cancelation at any time does not guarantee approval.

6. ROOM DEPOSIT INFORMATION

- a. New Freshman, Transfer, and Newly Readmitted Students
 - i. New 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. (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.

7. 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.

8. 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 (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 assigned accommodations (including kitchens, bathrooms, 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 the residence hall where the individual responsible cannot be identified.

9. 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.

10. POLICY COMPLIANCE

a. The student is responsible for all 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.

11. ADMINISTRATIVE ACTION

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

12. EVACUATION, RELOCATION, AND EVICTION

- 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.
- 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.
- c. If this agreement is cancelled or terminated during the occupancy period, the resident must vacate the premises within 24 hours of notice of cancellation or termination. Failure or refusal by the resident to abide by any such directive or procedure may result in removal by police.

13. NON-TRANSFERABILITY

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

14. 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.

15. 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 Student Affairs 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 HOUSING & RESIDENTIAL LIFE RULES AND REGULATIONS.

