

University of Richmond

Housing Contract

Summer 2023

This Housing Contract ("Contract") is a binding Contract by and between the student accepting the Contract electronically, (or if the student is under 18, such student's parent or guardian) referred to collectively and individually as the "Student," and the University of Richmond ("University"). The term "room" refers to the type of student housing provided by the University, including but not limited to residence halls and apartments.

The Contract constitutes a license, not a lease, and the relationship of the parties hereunder is that of the licensor and licensee, not that of landlord and tenant. The Contract becomes effective upon assignment of University Housing for the Summer 2023 term.

The Student understands and agrees as follows:

1. The Summer Housing Policy. The Summer Housing Policy is available at: [https://policy.richmond.edu/documents/policy-pdfs/Public/Student-Development/summer\\_housing\\_policy.pdf](https://policy.richmond.edu/documents/policy-pdfs/Public/Student-Development/summer_housing_policy.pdf).
2. This Contract is for the term indicated on the Summer Housing Application submitted by Student.
3. Housing charges for summer are processed as a term charge. Student must commit to the entire term. Refunds will not be provided for early departures or late arrivals.
4. Student assigned to a residence hall agrees to purchase a meal plan under the terms of the University Dining Services Meal Plan Agreement. Meal Plans will be assigned according to the individual meal plan requirements for the residence halls and apartments. Students assigned to the apartments may elect to opt out of the meal plan which must be done three (3) business days before the start of their housing term. This is not applicable during transitional housing periods. There are no exceptions to this regulation.
5. The university reserves the right to enter a student's room/suite/apartment to perform routine or emergency repairs or maintenance. The university also reserves the right to enter a student's room/suite/apartment in accordance with University policies and procedures as deemed appropriate for reasons including, but not limited to fire and safety inspections, health, or welfare concerns, and suspected violation of university or residence hall policies, which may be amended at the sole discretion of the University. Administrative Room Search, as approved by the Director, is a search that may be conducted by University personnel for items in a student's room/suite/apartment that may harm the health, safety, or welfare of individuals with the University community and/or violations of University policy.
6. Student will not sublet or assign the Contract on the assigned room. Any attempt to do so shall be void and without effect.
7. Student understands that the University does not provide insurance or assume liability for personal belongings in the room, residence halls, apartments or in any other housing arrangement provided by the University. Student understands that they must provide their own insurance and is encouraged to check with an insurance representative and/or their parent's or guardian's homeowner's policy to ensure contents coverage is extended to University assigned housing.

8. Student understands that the University reserves the right to relocate and/or change the housing assignment of any student should a need arise to include but not limited to ADA rooms for accessibility and any available bed space for the housing demand.
9. Once Student is assigned a room, Student shall be responsible for all applicable room and board charges for the Summer 2023 term, subject to following termination provisions:
  - a) Students wishing to cancel their summer housing contract must do so at least three (3) business days prior to the start of their contracted housing term in order to receive a refund.
  - b) Withdrawal and Termination: Contract will be terminated at the time of withdrawal or termination from the University. Student agrees to vacate room within 48 hours unless an extension is approved by the Director. If Student remains in room without permission, a fine of \$200 may be charged. Failure to vacate the room may result in the University removing personal belongings and initiating trespassing proceedings against Student. Student understands that the University is not bound by the Virginia landlord tenant laws with respect to on-campus student housing and is not obligated to follow civil court proceedings relating to the removal of Students or Students' property from on- campus housing upon termination of the Contract.
  - c) Submission of False Information: The University may terminate contract if student submitted inaccurate, incomplete or false information on the housing application may result in termination.
  - d) Violation of the Contract, Applicable Rules or Policies: The University, in its sole discretion, may terminate Contract if Student breaches the terms of the Contract or violates University rules, regulations or policies.
  - e) Criminal Conviction or Threat of Harm: The University may terminate contract if Student is convicted of a felony, a misdemeanor involving assault or non-consensual sexual contact, a crime involving moral turpitude, a crime requiring registration on the Sex Offender or Crimes Against Minors Registry and/or if Student becomes subject to a protective or restraining order or if the University determines that Student poses a threat of substantial harm to persons or University property.
  - f) Eviction: The University reserves the right to evict students who violate the policies in the Student Handbook and/or the policies on the University website. In case of eviction, the student is responsible for full payment of room and board fees for the remainder of the term in which the student is enrolled.
10. The Student Handbook: Student agrees to comply with the policies of the University Student Handbook. Student understands that a violation of the policies contained in the University Student Handbook constitutes a breach of Contract and may result in termination of Contract. The Student Handbook is available at: <http://studentdevelopment.richmond.edu/student-handbook/>.
11. This Housing Contract supersedes all earlier Contracts between the parties and contains the final and entire Contract between the parties with respect to the subject matter hereof. The parties shall not be bound by any terms, conditions, statements or representations, oral or written, not herein contained unless contained in a written executed amendment of the Contract signed by all parties.
12. Unauthorized Residents: Anyone who is found living in apartments/rooms without permission must vacate immediately and the residents of the apartment/room will be

fined \$200 each. If the unauthorized person living in the apartment/room is a University of Richmond student, they will be referred to the Student Conduct Administrator for conduct and the Office of Residence Life & Housing will apply the appropriate housing/meal fees.

This Housing Contract shall be construed and enforced under the laws of the Commonwealth of Virginia, excluding her choice of law provisions. It shall be construed in a manner so as to conform with all federal, state, and local laws and regulations. The parties further agree that any action to enforce or construe any provision of the Contract may be brought only in the Commonwealth of Virginia, notwithstanding the appropriateness of the jurisdiction of the courts of any other state.

No waiver of breach of Contract shall constitute or be deemed a waiver of any other or subsequent breach. All remedies afforded in Contract shall be taken and construed as cumulative to every other remedy provided hereby or at law.