

UNIVERSITY OF RICHMOND
HOUSING CONTRACT
2023-2024

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 2023-2024 academic year.

The Student understands and agrees as follows:

1. If Student is assigned a room, Student shall be responsible for all applicable room and board charges for the 2023-2024 academic year, subject to the termination provisions set forth in Contract.
2. The room assigned to Student will be available for occupancy **August 28, 2023 – May 5, 2024**. Dates are subject to change at the discretion of the University.
 - * Students are required to complete an application to remain on campus for winter break.
 - * The Contract ending date for December graduates, spring study abroad and fall semester exchange students is December 20, 2023.
3. Students are not required to vacate during Thanksgiving or Spring Break; however, service and meal plan access may be limited or unavailable during academic breaks.
4. Graduating seniors may remain in their rooms until Monday, May 13, 2024 at 2:00 p.m.
5. Students remaining on campus outside of the parameters of these dates are bound by the standards of student conduct as outlined in the online Student Handbook.
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 assigned to a residence hall agrees to purchase a meal plan under the terms of the University Dining Services Meal Plan Agreement.
8. 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.
9. 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.
10. 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.

11. Termination provisions:

Move Off Campus:

- Returning Students:
 - If Student participated in room selection and/or has a room assignment for the fall term, Student must submit a request to move off campus, in writing, to the Director by no later than June 15. For Student assigned a room after June 15, Student will be granted five (5) business to submit a request to move off campus, in writing, to the Director. If the request is approved, the \$300 housing deposit is not refundable. If Student was issued a deposit waiver, the \$300 housing deposit will be charged to Student's account.
 - Late requests may be accepted and if approved, will incur the following:
 - Requests submitted after June 15 - Student must submit a Petition for Housing Cancellation Request form. If approved, Student will incur a \$500 cancellation fee charged to Student's account and Student's room and board for the academic year will be cancelled. Additionally, the \$300 housing deposit is not refundable. If Student was issued a deposit waiver, the \$300 housing deposit will be charged to Student's account.
 - Requests submitted between August 1 and start of fall term, Student must submit a Petition for Housing Cancellation Request form. If approved, Student will be responsible for the full room charge associated with the fall semester. Additionally, the \$300 housing deposit is not refundable. If Student was issued a deposit waiver, the \$300 housing deposit will be charged to Student's account. The Student's fall meal plan, spring housing assignment and meal plan will be cancelled.
- New/Incoming Students
 - Student must submit a request to move off campus, in writing, to the Director by no later than August 1. If the request is approved, the \$300 housing deposit is not refundable. If Student was issued a deposit waiver, the \$300 housing deposit will be charged to Student's account.
 - Late requests may be accepted and if approved, will incur the following:
 - Requests submitted between August 1 and start of fall term, Student must submit a Petition for Housing Cancellation Request form. If approved, Student will be responsible for the full room charge associated with the fall semester. Additionally, the \$300 housing deposit is not refundable. If Student was issued a deposit waiver, the \$300 housing deposit will be charged to Student's account. The Student's fall meal plan, spring housing assignment and meal plan will be cancelled.
- New/Incoming & Returning Spring Students: (*for new spring assignments only – does not apply to students with fall assignments*)
 - Student must submit a request to move off campus, in writing, within five (5) business days of notification of their spring housing assignment to the Director. If the request is approved, the \$300 housing deposit is not refundable. If Student was issued a deposit waiver, the \$300 housing deposit will be charged to Student's account.
 - Late requests may be accepted and if approved, will incur the following:
 - Requests submitted after December 31 must submit a Petition for Housing Cancellation Request form. If approved, Student will incur a \$500 cancellation fee charged to Student's account and Student's room and board for the academic year will be cancelled. Additionally, the \$300 housing deposit is not refundable. If Student was issued a deposit waiver, the \$300 housing deposit will be charged to Student's account.

Withdrawal and Termination: Contract will be terminated at the time of withdrawal or termination from the University. Refer to the University's Refund Policy at: <http://controller.richmond.edu/tuition/refund/policy>. Student agrees to vacate room within 48 hours unless an extension is approved by the Director. Additional days will be charged on a prorata basis for room and board. If Student remains in room without permission, a fine of \$200 will be charged. Failure to vacate the room will result in the University removing personal belongings and initiating trespassing proceedings against Student, as necessary. 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.

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.

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.

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.

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.

12. 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/>.
13. 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.

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.