



HOUSING AGREEMENT 2009 - 2010

The Terms and Conditions of Residence for 2009 - 2010 are incorporated as part of this Agreement. Your signature of this document indicates your agreement to these terms. The Terms and Conditions, as well as other housing information, can also be found by visiting the Housing web site at www.virginia.edu/housing.

Please check one: Graduate Undergraduate

Student I.D.#: _____

Name: _____
(Last) (First) (Middle)

Current Address: _____
Zip _____ Valid Until _____ E-mail _____

Current Phone: (____) _____ Home Phone: (____) _____ Cell Phone: (____) _____

Permanent Address: _____
(if different from current) (Street & No.) (City) (State) (Zip Code)

HOUSING AGREEMENT

- Gender: M F Date of Birth: _____ Married?* _____
(*Married students who wish to live in single student accommodations must sign an additional agreement, available in the Housing Division Accommodations Office, prior to submitting this Housing Agreement.)
- School at the University: _____
Expected class (year) during the 2009-2010 academic year: 2nd _____ 3rd _____ 4th _____ 5th _____ Other _____
- Have you accepted final admission to UVA? _____ And/or are you currently enrolled? _____
Admitted or currently enrolled, full-time, registered students will receive priority for University on-Grounds housing.
- Do you smoke? _____ Do you mind if your roommate smokes? _____

The Housing Division reserves the right to alter or change, or cancel an assignment in the interest of order or other urgent circumstances. In keeping with University assignments are made WITHOUT regard to race, religion, color, national origin, or sexual orientation.

Cancellation Policy: If you wish to cancel this Housing Agreement and obtain a full refund, less the \$100 prepayment, you must submit a signed written letter of cancellation or an e-mail from your University e-mail account to the Director of Accommodations within five days after the deadline for acceptance of the housing offer. This date is listed on your written or e-mailed offer of housing. If the Director of Accommodations does not receive a notice of cancellation from you within five days of the deadline for accepting a housing offer, you will be responsible for the full cost of housing for the entire academic year unless you find a qualified replacement eligible for UVA on-Grounds housing, who does not already have a contract with UVA Housing for 2008-2009. The \$100 prepayment is not refundable or transferable.

If the student is under the age of 18 years at the time of the housing agreement. This agreement must also be agreed to and signed by the student's parent or

I (WE) HEREBY ACCEPT ACCOMMODATIONS IN SINGLE STUDENT HOUSING. I (WE) AGREE AND ASSUME PERSONAL LIABILITY FOR THE PERFORMANCE OF ALL TERMS AND CONDITIONS OF THIS AGREEMENT (THIS SIDE AND REVERSE) INCLUDING PAYMENT OF ALL APPLICABLE RENT AND FEES.

DATE _____ STUDENT'S SIGNATURE _____

DATE _____ PARENT/GUARDIAN SIGNATURE _____

Note: Housing Rates for 2009-2010 will be set by the University Board of Visitors

2009 - 2010 TERMS & CONDITIONS OF RESIDENCE

- This Agreement constitutes a limited license granted by the Rector and Visitors of the University of Virginia (University) as licensor, to the enrolled student as licensee, for the use of University property as a personal residence during the academic year. The parties understand and agree that it is not their intention to create a landlord-tenant relationship; that their intention is strictly contractual in nature, providing the student with accommodations subject to the specific requirements and limitations set out herein.
- This license allows you and your invited guests to use the space assigned. Only licensees and their guests may use common areas, including hallways, lounges, etc., in accordance with University rules and regulations governing such areas. The University maintains residential property to further its academic mission. Other uses must be secondary to that purpose.
- General Provisions: The University reserves the right at any time to: (a) alter, change, or cancel a housing assignment; (b) designate any or all student housing as available for expanded occupancy up to three students per bedroom; (c) assign first year students to upperclass housing facilities at the rate applicable to the assigned residence; (d) change any room assignment or rate; (e) enter residences during reasonable hours at your request or for routine maintenance, inspections, repairs, or housekeeping duties after notifying you orally or in writing of the date of entry; (f) enter residences at any time for an emergency; (g) control the residences in the event of an emergency; (h) assign graduate and undergraduate students to the same room/suite/apartment to achieve maximum occupancy; (i) terminate the Housing Agreement for violation of these Terms and Conditions, for health or social reasons, or for other reasons deemed sufficient by the University; (j) give priority to a full-time enrolled student over a part-time student.
- Further Regulations: The Housing Agreement is subject to all relevant University policies which may be amended or updated from time to time as necessary, including all regulations developed by the Housing Division, the Office of Residence Life, the Office of the Dean of Students, and self-governing student organizations.
- Checking In: You must abide by the published move-in schedule for arrival. Housing for premature arrivals will be limited to building readiness and there will be a charge assessed for early move-in. Students arriving after their move-in time/date must inform the Accommodations Office before Opening Day (August 22, 2009) to keep their residence assignment. If you enroll at the University but fail to check into your assigned residence, you are still responsible for the entire payment for room and board for the entire academic year.
- License Period: The license period is for the entire academic year. Agreements entered into after the beginning of the Fall semester continue in effect until the close of the academic year.
- Vacating at End of Semester/Academic Year: You must leave your room or suite in good order not more than twenty-four (24) hours after your last scheduled final examination. All residential areas will be closed at noon the day following the last day of exams as published in the academic calendar. If you are graduating and have received permission from the Accommodations Office, you may stay until noon of the day after the last day of Final Exercises. We expect you to leave the facility in an acceptable state of cleanliness when you check out. If you do not, you will be charged for the cost of additional housekeeping service. You will also be billed for damages or missing items not documented on your room condition report and if the common areas require additional house-keeping. Students who withdraw or terminate their enrollment during the academic year, or have their enrollment terminated by the University, must vacate and return keys within 48 hours. If a student fails to vacate upon termination of this license for any reason, the University may exercise any or all of the following options: (a) remove the student and student's possessions from the premises; (b) change the door locks and bill the student; (c) bill the student for all damages suffered by the University as a result of your failure to vacate, for example, payment of attorney fees and expenses. Staff counsel fees will be assessed at the prevailing hourly rate.

8. **Holiday Recess:** The First-Year residence houses (Alderman Road, McCormick Road, Malone House, and Weedon House and the Hereford complex) are closed and locked during the winter holiday recess (see Academic Calendar). You must leave your room in good order not more than twenty-four (24) hours after your last scheduled final exam or noon the day after the last exams as published in the academic calendar. You may NOT occupy or enter the closed residence houses until the scheduled Opening for second semester. Utilities are turned off or restricted during break and, aside from potential program requirements, Resident Staff will not be in the residence halls. Upperclass housing remains open during Holiday Recess. First Year students enrolled in J-Term classes must complete a registration form that will be available on the Housing Division web site (<http://www.virginia.edu/housing>) in order to gain permission to return to their residence room for January Term classes. Upperclass students residing in the Hereford Complex may stay, but must complete a break housing agreement in order to have access to their room during the break period.

9. **Security:** You are personally responsible for abiding by the security policies pertaining to residential facilities. (See the Student Housing Calendar and Handbook.)

10. **Cancellations:** Your signature on the Housing Agreement establishes a legal agreement between you and the University for the provision of housing during the academic year. This agreement may be terminated by meeting the following requirements: (a) If, after signing the Housing Agreement, you want to cancel it, there is a precise procedure you must follow. Within five (5) business days of the deadline for the acceptance of your Housing Offer, you must submit a personally signed, written cancellation notice to the Director of Accommodations. (b) If you request cancellation after the established deadline, you are still responsible for payment of the Agreement for the entire academic year unless you find a replacement. If you find a qualified replacement (as determined by the Accommodations Office), you will be released from the contract, forfeiting the \$100.00 advanced rent payment. Failure to find a replacement would result in billing for the balance of the room rent.

11. **Releases:** The Housing Agreement is binding for the entire academic year. Marriage does not release you from the financial obligation of your Agreement, nor does incompatibility with your roommate or suitemate or involvement in a lease off-Grounds. You may petition the Director of Accommodations for release for other extraordinary circumstances. Students are automatically released from their contract to participate in study abroad programs. To be released, you must contact the Accommodations Office prior to the end of the previous semester and provide notice of the program you will be participating in and the semester you will be abroad.

12. **Assignment and Subletting:** You may not assign this Agreement or sublet the premises or any part thereof. The facility is to be used only as a residence. You may not use your room for business or financial gain. In addition, if we assign roommates based on information provided to us on the Housing Agreement/Application that both are non-smokers and one turns out to be a smoker, we will reassign the smoker to the first available space with a smoker.

13. **Smoking:** Smoking is prohibited in or within 20 feet of all on-Grounds housing facilities. If a housing resident who had previously indicated that he/she is a non-smoker is, in fact, a smoker who has been assigned to live with a non-smoker, the University will reassign the smoker to live with another smoker at the earliest opportunity.

14. **Room Rent:** Rental charges are paid by the semester. They are included in the Student Accounts billing each semester along with tuition and fees.

15. **Refunds:** Rental charges for space in University accommodations are not refundable except for termination of enrollment in the University within the first five (5) days of each semester. When a student leaves the University, a pro-rated refund is processed beginning with the date that the student's keys are received by the Accommodations Office. If the student is living in a residence that uses only electronic access (i.e. keyless), the student must notify the Accommodations Office in writing of their departure. The \$100 prepayment is not refundable or transferable.

16. **Change of Rate or Occupancy:** During the summer, the Housing Division will review all room assignments for withdrawals or changes and may reassign students as needed to make efficient use of available space. If you are a First Year student assigned to a double room, you can expect that a roommate will be assigned during the summer or during the Fall Semester. For Upperclass/Grad only, after the initial assignment of students on waiting lists is completed, a student in a double room without a roommate may be offered the option of guaranteeing single occupancy for the remainder of the Academic Year at a special single/double rate. The Housing Division will initiate the offer when the occupancy level for single student housing is determined. There is no guarantee of such an offer at any time. If you receive such an offer and do not opt to keep your room as a single/double by paying the special rate, you may be reassigned to vacancies in other rooms or have roommate(s) assigned to your room at any time.

17. **Room Changes:** The Housing Division will consider room changes on an individual basis. If you are a First Year Student, the Area Coordinator for your residence area facilitates room changes. For Upperclass students, changes are facilitated between you and the Senior Resident of your residence area, and require the approval of the Director of Accommodations. You must follow the procedure to change your room assignment as listed in the housing calendar.

18. **Furnishings and Facilities:** The University will choose and provide furnishings for each facility, including stove and refrigerator for apartments. Residents may have one refrigerator (per student) or refrigerator-microwave unit (per bedroom), or both a separate refrigerator and microwave unit if a power allocator is used (per bedroom). Refrigerator units are not to exceed 5 cubic feet total capacity (per bedroom). The University shall not furnish additional storage space during the academic year. All University-owned furniture must remain in its assigned space.

19. **Utilities and Services:** The University provides heat, electricity, and water. The date for turning on the heat (and, where provided, air conditioning) is based on the University's overall heating plan and is not subject to individual wishes. Individual radiators have thermostatic valves, but the temperature of the water in the pipes is regulated regionally by the system. We also arrange for refuse pick-up and grounds maintenance services. You must dispose of refuse in proper containers. Please reuse and recycle as much as possible.

20. **Maintenance and Repairs:** The University shall perform all normal interior and exterior maintenance and repairs as necessary. You should report all breaks, damages and need for repairs to the Housing Facilities Office in Emmet House by using the Maintenance Request form available on the Housing web site (www.virginia.edu/housing) or by phoning the office at 924-3053. Do not make your own repairs.

(a) Residents are required to check their smoke detectors weekly. Instructions to be provided at Opening; (b) When you check in, you should complete an on-line Work Order to document the physical condition of the room and furnishings. In order to prevent receiving inappropriate damage bills, you must complete the Work Order form to document the condition of your room at Opening.

21. **Damages:** We consider University provided housing to be your home during the academic year, and we expect you to exercise reasonable care to preserve the condition of your home. You will be responsible for any damage or defacement that may occur to your assigned residence, except for normal wear and tear. The Room Condition Report form and Maintenance Request forms you submit will serve as a source of reference. We will assess charges to the occupants for damages to rooms. If we cannot determine responsibility for damage or defacement in common areas (bathrooms, lounges or corridors, etc.), we will distribute the charge equally to all residents of the facility.

22. **Insurance:** Students are advised to secure personal property insurance to protect against personal loss or damages. The majority of students can obtain coverage under their parents' home owner's policy, but all residents should consult an insurance agent to determine if this is so, or whether a renter's policy is necessary. The University is not able to reimburse residents for damage to personal belongings regardless of the cause of damages.

23. **Keys:** Keys are property of the University. It is against Virginia law to have duplicate keys made. You will be assessed a charge for each lost key and for each replaced lock core. If you lose a suite, hall, or apartment key, you will be billed for replacing all affected keys and locks. You must report lost keys promptly to the Housing Key Room to arrange replacement. Return your keys immediately when you move out of Housing to avoid being billed for core and key replacement. Resident Staff or the Accommodations Office will provide instructions for proper check-out. Keys are non-transferable. Only the student who has accepted the Housing Agreement for a particular room may pick up room keys for that room.

24. **Guests:** Visitation is negotiated with respect for rights and responsibilities of roommates, suitemates, and/or apartment mates. You must have your roommate's consent to invite a guest into your room. The presence of the guest must not pose an unreasonable burden or unreasonable infringement on the privacy and privileges of the roommate. Overnight guests may not remain longer than three consecutive nights. Residents are responsible for the behavior of guests and conformance with all University policies.

25. **Prohibited Possessions:** To ensure the safety of the residents, the following are specifically prohibited in student rooms, suites, and apartments: pets (except fish), air conditioners, exterior aerials or satellite dishes, cooking and heating appliances (except popcorn poppers), ceiling fans, space heaters, firearms (including B.B. guns, bows and arrows, paintball guns, ammunition, firecrackers or explosives), weapons (including slingshots, swords, knives with blades longer than 4", martial arts tools, etc.), open flames (including candles, incense, oil lamps, houkas, etc) or cinder blocks for propping beds, halogen torchiere lamps, "octopus" lamps, plastic lamp shades, extension cords (multiple-outlet connections are permissible only with a built-in circuit breaker and U.L. approved), live Christmas trees and any other item which the University determines to be dangerous or illegal. In the Lawn and Range rooms, residents may have either an air-conditioner or one of the following: a microfridge unit, or a low-power microwave, or a mini-refrigerator, or both a separate refrigerator and microwave unit if a power allocator is used. The fire code prohibits appliances that have exposed heating elements such as toasters or toaster ovens.

26. **Prohibited Activities:** All Federal, State, and local laws, as well as policies and regulations of the University, have full force and effect. This Agreement prohibits violations of those laws and regulations. Remember that the Housing areas are not private property. Many of the prohibitions are required for your safety by the Commonwealth Fire Regulations. The following activities are not permitted in residence areas: (a) Water bombs or water fights; (b) Snowball throwing; (c) Removal of University furnishings from rooms, suites, apartments or lounges; (d) Removal of window screens; (e) Erecting exterior clotheslines or wiring; (f) Posting leaflets, etc. on locations other than designated bulletin boards; (g) athletic games or activities within the building; (h) Illegal parking of motor vehicles, including parking and driving on grass and sidewalks, and parking in service areas in and around residential areas; (i) Riding bicycles in residence halls, stairs, etc.; parking of bicycles in access and entrance ways. This includes storage in stairwells, lounges, corridors, bathrooms, or any other areas in the residences except one's own room; (j) Use of an exit way for any purpose that will interfere with its service as an exit; (k) Altering or tampering with heating, electrical, fire safety or security systems including but not limited to smoke detectors, fire alarms, and door lock systems; (l) Collecting or assembling flammable materials or materials that constitute a fire hazard. This includes the use of candles or other open flames. (m) Propping beds with materials other than commercially available materials designed for such purpose (eg. cinderblocks are not allowed); (n) Any activity that contradicts the Housing Division Fire Code & Decorations Policy (available on the Housing Division web site at www.virginia.edu/housing). NOTE: The use of rooms or common areas for parties is subject to facility use restrictions, including health, fire, and safety codes. NOTE: Storing items above wardrobes or other furniture which blocks the Fire Sprinkler system is prohibited by State Fire Code.

27. **Sales, Solicitation, and Peddling:** Sales, solicitation, and peddling are forbidden in University residence facilities. This includes deliveries of goods or operating a private business in University Housing. You may arrange to meet a delivery yourself, but vendors are not allowed to enter the residence halls. Contact the Office of Residence Life if you have questions.

28. **Student Conduct:** Students at the University of Virginia are subject to the University's academic, financial, and non-academic rules and regulations. In addition, students are subject to the academic policies of the school in which they are enrolled. The specific University policies and regulations are listed in the University of Virginia Record. Roommates and suitemates are expected to cooperate in creating a pleasant living and study environment for each other.

29. **Holiday Decorations (and other special events):** In response to Fire Code Regulations, published instructions relative to decorating with electrical and flammable products are available at the Housing Division web site www.virginia.edu/housing.

30. **Loft Policy:** The Housing Division does not recommend the construction of bed lofts. If built, they must be free standing. Full or partial room lofts are prohibited. Lofts are not allowed in residence halls that have sprinkler systems and/or captain's beds. The University assumes no responsibility for injuries related to construction or use of lofts; therefore, students will need to complete the Loft Construction Application on-line at www.virginia.edu/housing. If lofts are approved for your residence hall, you will be e-mailed the Loft Construction Specifications. You must adhere to the loft construction specifications in constructing your loft. All University owned furniture and equipment must remain in the student room.

31. **General Provisions:** The University retains unilateral right to terminate this license for the breach of any Term or Condition of this Agreement by the student. Failure of either party to insist upon strict performance of any of the Terms or Conditions herein shall not be deemed a waiver of any rights or remedies of either party, and shall not be deemed a waiver of any subsequent breach or default in any of the Terms or Conditions herein. The University does not discriminate in any of its programs, procedures, or practices on the basis of age, citizenship, color, handicap, national origin, political affiliation, race, religion, sex, sexual orientation, or status as a disabled veteran or veteran of the Vietnam era.

Information can also be found at www.virginia.edu/housing

Questions regarding housing at the University can be sent by e-mail to housing@virginia.edu or phone 434-924-6873