

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 (www.virginia.edu/housing) in order to gain permission to return to their residence room for January Term classes.

9. Security: You are personally responsible for abiding by the security policies pertaining to residential facilities.

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.

18. Furnishings and Facilities: The University will choose and provide furnishings for each facility, including stove and refrigerator for apartments. Residents may not have one refrigerator (per student) or refrigerator-microwave unit (per bedroom), or both a separate refrigerator and microwave unit if a power allocator or an outlet strip with a 10amp or less circuit breaker 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 Facilities Service Desk by using the **Work Order Management System** 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 renters 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 or an outlet strip with a 10amp or less circuit breaker 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. Personal Wireless Devices: Residents must comply with the University's policy on wireless airspace. The policy prohibits the use of personal wireless devices operating on the 2.4 and 5.1 GHz radio frequencies in University-owned buildings unless written permission is obtained from ITC. Prohibited devices may include wireless routers and access points, cordless telephones, baby monitors, wireless speakers and cameras, and wireless media players. Bluetooth devices and devices that operate on the 900 MHz band are permitted.

28. Criminal Conviction or Protective Order: If you are convicted of any felony or any crime requiring your registration on the Sex Offender or Crimes Against Minors Registry (SOR), or if you become subject to a protective order at any time during the term of your lease, you are required within 10 calendar days of the conviction or entry of the protective order, to notify in writing the Director of Accommodations, University of Virginia Housing Division in accordance with the notice provisions. The Housing Division reserves the right to cancel any lease if, in the sole judgment of the University, a tenant may pose a threat of substantial harm to others or to University property or if the University determines that the lease was granted on the bases of inaccurate or incomplete information in the application.

29. 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.

30. 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.

31. 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.

32. 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.

33. 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.