

Terms and Conditions of the 2015-2016 Housing & Dining Agreement

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Please read all provisions of this agreement as you are legally bound by these terms and conditions for the entire agreement period. You are responsible for the policies and procedures found in the Code of Student Conduct and the Housing & Residence Life Policies and Procedures Handbook.

- 1. Parties:** This agreement is made by and between Old Dominion University and the student (also referred to as the Resident). The University and the Resident, in consideration of the terms and conditions stated in this document, do hereby agree with each other as follows:
- 2. Eligibility:** Any full-time, degree-seeking student in good financial standing who is enrolled at Old Dominion University may enter into this agreement. Continuing students in residence must maintain active registration and be able to demonstrate progress toward a degree. Dropping to less than full-time status does not release the Resident from the agreement. This agreement may not be transferred or re-assigned to another student.
 - 2a. Full-time Status for undergraduate students is defined as enrollment in at least 12 credit hours.
 - 2b. Full-time Status for graduate students is defined as enrollment in at least 9 credit hours.
 - 2c. Under certain circumstances, Residents can receive permission from Housing & Residence Life to drop below full-time status. These are granted case by case and are approved by the Assistant Director for Contracts and Assignments.
 - 2d. Eligibility Requirements for the University Village:
 - 1) Residents of the University Village are agreeing to an 11.5 month extended agreement period (running from August 17, 2014 through July 31, 2016).
 - 2) Residents for the University Village are opting for a full agreement period, which includes summer housing, even if the Resident will not occupy the premises during summer.
 - 3) University Village Residents must intend to enroll for spring 2016 courses to be eligible to live in the University Village.
 - 4) Residents who are May 2016 graduates will be required to fulfill the full length of the entire agreement period.
 - 5) Residents of these buildings with a renewed agreement for an 11.5 month (for the next academic year), extended agreement may opt into an Extension Period during the agreement period gap (of July 31 – August 16) at an additional cost ONLY if returning to the same space for the 2016-2017 academic year. Students may occupy the room either in person or by leaving personal belongings in the room. Students who choose not to participate in the Extension Period will be required to completely vacate the space (i.e. removing all belongings and officially checking out of the room on or before July 31, 2015).
- 3. Duration of the Agreement:** This agreement is binding for the entire agreement period (including summer, where applicable) or the portion of the agreement period remaining at the time of occupancy. Failure to claim a key and/or ID card does not release a student from the agreement. This agreement cannot be terminated by the Resident except under the conditions listed in the *Petition for Release*.
 - 3a. The Resident agrees to vacate the assigned room within 24 hours upon loss of status as an enrolled student during this agreement, if the Resident fails to register for credit course work and within 24 hours after his/her last exam.
 - 3b. The University reserves the right to use a student's disciplinary status as a factor in providing on-campus housing.
- 4. The University Agrees:**
 - 4a. The University will provide a room accommodation to the student for a timeframe of one agreement period (see Agreement Periods and Rates, section 16). This is exclusive to any break period when the University is officially closed unless the resident has specifically requested housing designated as open for break periods. Residential services, including access to the assigned complex and room, begin on the corresponding opening day.
 - 4b. The University will provide residence hall staff in accordance with University policy and provide a living experience which complements the academic mission of the University.
 - 4c. The University will provide various continuous housing options upon request in a specific residential complex at an additional cost.
 - 4d. The University will provide a reasonable amount of light, heat, electricity and hot water. Student rooms shall be furnished with a bed, mattress, drawer space, desk (including chair), and wardrobe/closet space.
 - 4e. The University agrees to provide cable and wireless internet connection.
 - 4f. Telephone service provided upon request and at an additional cost.
- 5. The Resident Agrees:** The Resident agrees to pay all fees, to observe all policies and procedures of the Old Dominion University, and abide by the terms and conditions of this agreement and other University publications, such as the Code of Student Conduct and the *Housing & Residence Life Policies and Procedures Handbook*.
 - 5a. Failure to fulfill the terms of this agreement may lead to termination of this agreement, removal from University-owned housing, and a review of the individual's status as a student at Old Dominion University.
 - 5b. The Resident assumes any and all liability for damage, cleanliness, or other claims made as a result of the misuse by others of access cards, keys or premises assigned to him/her.
- 6. Rates and Payments:** Housing and Dining rates for the 2014-2015 academic year will be established by the Board of Visitors in April 2014 and published subsequently. For planning purposes only, the 2013-2014 housing and dining rates are quoted. Submitting an application and paying the housing deposit does not guarantee housing.
 - 6a. Returning students must submit a \$50.00 non-refundable application fee and a \$200.00 housing deposit before any room assignment can be made. This housing deposit will be credited to the spring semester housing invoice (When applicable, the \$200.00 is refunded if written cancellation is received in the Housing & Residence Life office by May 15).
 - 6b. New students must submit a \$50.00 non-refundable application fee and a \$200.00 housing deposit (which will be credited to the spring semester housing invoice (When applicable, the \$200.00 is refunded if written cancellation is received in the Housing & Residence Life office by May 15)).
 - 6c. Housing and Dining charges are payable by August 25 for the fall semester, January 12 for the spring semester, and May 31 for the summer semester. Housing assignments may be cancelled by the University if the balance is not paid by the stipulated due date or if alternate payments have not been approved by the University's Office of Finance.
 - 6d. No refunds will be made to an enrolled student who fails to return to an assigned hall/room unless the student has been officially released from his/her Housing & Dining Agreement. Failure of a Resident to satisfy the financial obligations stipulated under this agreement will result in a Financial Hold on registration and other official records.
 - 6e. Housing and Dining fees are refunded in accordance with published University processes and deadlines.
- 7. Room Assignment:**
 - 7a. The University does not discriminate on the basis of race, sex, age, ability, veteran status, religion, sexual orientation, or national origin in the administration of housing.
 - 7b. Room assignments for New Students will be made electronically by students beginning in April according to the date of the completed application (including the \$50.00 non-refundable application fee and \$200.00 housing deposit). All assignments are made on a space available basis and, when possible, in accordance with the preferences that the student requests. Housing & Residence Life does reserve the right to auto allocate room assignments for students who have not self-selected a room. Failure to honor a preference will not void this agreement. The \$200.00 housing deposit is applied towards spring semester housing charges.
 - 7c. Room assignments for Returning Students are made through the Return Housing Process, which is defined and published each January. Through this process, returning students will self-select his/her housing assignment. Participation in this process requires a new housing application, a \$50.00 non-refundable application fee and \$200.00 housing deposit. The \$200.00 housing deposit is applied towards spring semester housing charges.

- 7d. Name and ODU email address may be given to roommates unless a specific request to withhold this information is received in a timely manner.
- 7e. The University reserves the right to consolidate vacancies either prior to occupying the room or during the academic year.
- 7f. The University reserves the right to administratively reassign residents to other rooms as needed.

8. Agreement Cancellations:

- 8a. The Housing & Dining Agreement is for the full academic year and may be cancelled if the Resident provides written cancellation on or before May 15. If cancelled prior to May 15, the student will receive a full refund of the \$200.00 housing deposit and will be released from his/her agreement. Starting May 16, the agreement is final and can only be broken through the *Cancellation/Petition for Release* processes which have specific eligibility requirements and are not guaranteed.
- 8b. A student applying for housing for the spring semester only must cancel in writing on or before December 15 to be eligible to receive a refund of the \$200.00 pre-paid housing fee. Starting December 16, the agreement is final and can only be broken through the *Cancellation/Petition for Release* processes which have specific eligibility requirements and are not guaranteed.
- 8c. If the Resident fails to occupy the assigned room by 6:00 p.m. on the first day of classes, the assignment may be cancelled unless the individual makes a written request to the Housing & Residence Life to hold the room until a later date. However, non-occupancy of the assigned space does not terminate the Housing & Dining Agreement.
- 8d. If a student enters into a Housing & Dining Agreement, but does not cancel and is enrolled in classes as an Old Dominion University student, he/she will be held financially responsible for the entire agreement, minus the pre-paid housing fee.
- 8e. Any student who cancels after the deadline (or is approved for a *Petition for Release*), regardless of the reason, forfeits the \$200.00 housing deposit; there are no exceptions.

9. Cancellation/Petition for Release Policies:

- 9a. Residents are eligible to cancel his/her Housing and Dining Agreement through the *Cancellation Form* at any time if they meet certain requirements. The following situations will automatically release a student from his/her obligations:
 - 1) Withdrawal/Transfer from Old Dominion University and the student is no longer registered for any credit hours
 - 2) Academic Suspension/Dismissal
 - 3) Marriage during the agreement period.
 - 4) Affiliation with Old Dominion University programs that are away from campus (i.e. internships, student teaching, study abroad, etc.).
 - 5) Military activation
 - 6) December graduation (May graduates will not be released from his/her summer obligations if applicable)
- 9b. Residents can request release from the agreement through the *Petition for Release* process, but such releases are subject to the approval of the Executive Director for Housing & Residence Life or his/her designee. Such releases will be considered for the following reasons:
 - 1) Extreme, unanticipated financial hardship
 - 2) Serious medical or health problems which are directly related to and/or cannot be accommodated successfully in any of the residential complexes.
 - 3) Death or serious illness of an immediate family member
- 9c. Substantiated documentation for all these releases should be submitted with any requests for consideration for an agreement release to the Housing & Residence Life office.
- 9d. Full explanations of the *Cancellation Form* and *Petition for Release* process are available from any Housing & Residence Life staff member prior to the start of the agreement period. Once the agreement period has begun, Residents must meet with his/her Residence Hall Director to receive the required paperwork.

10. Withdrawal Policy: If a student withdraws from the University, having obtained and completed appropriate forms from the University, the housing and dining fees will be refunded according to established University policies. If the Resident is eligible for pro-rated charges, the charges will be pro-rated based on the Resident's official date of check-out (i.e. removal of all belongings from assignment, complete required paperwork, and return room key to Front Desk).

11. Liability/Responsibility for Personal Property: The University and Housing & Residence Life will not assume any responsibility for any persons or property of the student from any cause, nor will the University and Housing & Residence Life assume responsibility for any injury or damages, personal or property, while the student is a Resident. Residents are strongly encouraged to consider carrying some form of personal insurance if your family's policy does not cover your property while it is located at the University.

12. Damages and Upkeep of Facilities:

- 12a. The Resident is expected to reasonably maintain his/her assigned living space relative to order, cleanliness, and safety. The Resident will be held financially accountable for the repair or replacement cost of any damage to his/her room or furnishings therein. The Resident is fully responsible for repair and replacement costs caused by a guest of the Resident. When two or more Residents occupy the same room or apartment and responsibility cannot be ascertained, the damage charge will be assessed equally among all occupants of the space.
- 12b. If damages to the exterior surface of a room door or window occur due to vandalism, the Resident(s) must submit an incident report to the staff within 24 hours of the incident, documenting that he/she is not responsible for the damage, and if he/she wishes to contest responsibility for the charges.
- 12c. The Resident agrees not to modify or allow modifications of the permanent structure of the room. This includes painting or making repairs without prior permission.
- 12d. The Resident assumes responsibility for the daily care and cleanliness of his/her room and its furnishings, and for maintaining acceptable sanitation and safety conditions. He/she also agrees to use all public areas in a mature and responsible manner and to help in assuring safety and cleanliness.
- 12e. The Resident agrees not to duplicate the room key and if the key is lost to immediately notify the corresponding Front Desk and to pay the charges associated with a key and lock core replacement (charges will be assessed to the Resident's university account).
- 12f. The University reserves the right to change locks to rooms, suites, apartments, and change residential access to ensure the safety and security of the residential communities.
- 12g. Relative to public and common area damages (i.e. hallways, lounges, laundry rooms, etc.), where costs are substantial and responsibility is not accepted by or identified as belonging to an individual or group, charges will be determined and divided among occupants of the residential complex or floor.

13. Check-In and Check-Out:

- 13a. Specific check-in information will be provided to students prior to the corresponding opening day. If a student will be checking into a residential complex after the stated opening day, he/she will notify Housing & Residence Life since the University is not obligated to hold an assigned room beyond 6:00 p.m. on the first day of classes.
- 13b. Residents are required to vacate and remove all personal belongings from their assigned room upon termination of the Housing & Dining Agreement. This is expected to be done within 24 hours of the student's last examination or his/her withdrawal from the University. When a student moves from a residential complex or when a room change is made, keys must be returned directly to staff members, and all check-out procedures must be followed.
- 13c. Each Resident is given a key (which accesses the corresponding room and mail box). If the Resident loses his/her key, or fails to return the key upon vacating the room, he/she will be charged accordingly for a lock change.
- 13d. The University and the student will, prior to the occupation of an assigned space, complete and sign an inventory of the number and condition of furnishings, and the condition of the premises assigned to the student. This inventory will be completed again at the end of the Resident's occupancy, and will serve as the basis for determining billable damages to the room and furnishings.
- 13e. If a student fails to check out of his/her room according to published procedures, he/she will be charged an additional fee for improper check-out.

14. Room Entry/Inspection:

- 14a. The University respects the privacy of the Resident and will protect that privacy. In the interests of maintaining an environment that facilitates scholarship, and provides for the health and safety of residents and the safety of their property, and in the interest of protecting University persons and property, it may become necessary at times for the University to enter such rooms. Reasonable efforts shall be made to notify the Resident(s) in advance of any entry. Staff member(s) will not enter a student's room without consent of a Resident except as follows:
 - 1) Repairs, maintenance, or facility improvements
 - 2) Recovery of University/State-owned property not authorized for use in the assigned space
 - 3) Fire, Health and Safety Inspections made periodically, as well as at complex closing/vacation periods
 - 4) When there is reliable information that an emergency exists (including, but not limited to fire, accidents, sickness, or danger to the health and welfare of Residents)

- 5) When there is reliable information that a University policy is being violated. The University reserves the right to remove any items not in conformity with its policies.
- 6) To inventory/catalogue the condition of the physical space and furniture.
- 14b. If the University does enter a Resident's assigned space, the University will not intrude into a student's personal effects except with the permission of the Resident or in an Administrative Room Search (which must be approved by the Vice President for Student Engagement & Enrollment Services, or his/her designee).
- 15. Rules, Policies, and Regulations:** The Resident agrees to become aware of and observe all published policies and procedures affecting his/her status with the university included in the Terms and Conditions by reference are these University publications: the *Code of Student Conduct*, the *On-Campus Living Expectations*, and the *Housing & Residence Life Policies and Procedures Handbook*. The following is an overview of major policies; for the complete list please refer to the *Housing & Residence Life Policies and Procedures Handbook*.
- 15a. In the Presence Of – Residents should act in good faith to remove themselves from situations that may violate the *Code of Student Conduct*, the *Honor Code*, the *Monarch Creed*, the *On-Campus Living Expectations*, or the *Housing & Residence Life Policies and Procedures Handbook*. It is prohibited to facilitate a violation or to remain present while a violation occurs.
- 15b. Failure to Comply – Failure to comply with verbal and written instructions by Housing & Residence Life staff members, when they are working within the appropriate performance of their duties, is prohibited. This includes failure to present identification; failure to respond to a notification; failure to meet; failure to fulfill a student conduct sanction; and abusive, disrespectful, and threatening language.
- 15c. Stealing – It is prohibited to take the property of any other person or of the University or Housing & Residence Life without permission.
- 15d. Property Damage – Vandalizing, damaging, or defacing University or Housing & Residence Life property, or property of others is prohibited.
- 15e. Failure to Accept Roommate – Refusing to accept a roommate or impeding an effort by Housing & Residence Life to make an assignment to a vacant space is prohibited.
- 15f. Disruptive Behavior – Behavior that is disruptive to orderly community living is prohibited (this includes throwing items in the hallways, bouncing balls, engaging in horseplay, etc.).
- 15g. Health and Safety – Residents are forbidden to possess potentially hazardous materials, to conspire to damage the sanitary and safe environment of the residence halls or to engage in activities that do so.
- 15h. Fighting or Physical Abuse – Fighting and/or physical abuse is a judicial infraction that often results in immediate termination of the Housing and Dining Agreement, which may be in addition to, or wholly separate from, any judicial action pursued in accordance with the *Code of Student Conduct*.
- 15i. Fireworks, Explosives, Weapons, or Dangerous Chemicals – Transport, possession, manufacture, use, sale or distribution of weapons, fireworks, ammunition, explosives, flammable liquids and all other hazardous materials is not permitted in the residential communities.
- 15j. Unauthorized Entry/Exit – Entering/exiting, improperly, without authorization, or during non-contract periods without proper permission is not permitted.
- 15k. Roofs, Roof Decks, and Ledges – The presence of individuals or objects on a room, roof deck or ledge is prohibited at all times.
- 15l. Fire Evacuation – Immediate evacuation when an alarm sounds is mandatory and re-entry into a building before an all-clear signal is prohibited.
- 15m. Hurricanes and Tornadoes – In the event of a tornado warning or hurricane, Housing & Residence Life staff will issue emergency procedures, for your safety, we request that you obey the directives of the staff.
- 15n. Fire Safety – It is prohibited to keep any item, including room decorations, which may pose a fire hazard to a residential facility. Failure to report a fire or tampering with fire safety equipment is a direct violation of University policy.
- 15o. Personal Rights and Freedoms – Actions that infringe generally upon the rights and freedoms of other students are prohibited.
- 15p. Alcohol and Other Drugs – All Housing & Residence Life facilities and their Residents are required to be in compliance with state and local laws regarding alcoholic beverages and other drugs.
- 1) Alcohol is not permitted in Rogers Complex, Gresham Complex, Whitehurst Hall, England House, France House, or Scotland House
 - 2) Alcohol is permitted in all other residential facilities by individuals 21 years and older and where all occupants of the suite/apartment/room are also of legal drinking age.
- 3) The illegal use, possession, sale, delivery, and/or manufacture of drugs will not be tolerated and may be grounds for immediate suspension or dismissal. Possession of drug paraphernalia is also not permitted.
- 15q. Gambling – Gambling not in accordance with federal, state, and local laws; University policies and Housing & Residence Life policies for space utilization is prohibited. The exchange of money, property, or services in any gambling is prohibited.
- 15r. Noise and Quiet Hours – Noise and activities that disrupt study, sleep and “quiet hours” are prohibited in the residence halls and apartment living communities during designated times.
- 1) Weekdays (Sunday through Thursday): 10:00 p.m. to 8:00 a.m.
 - 2) Weekends (Friday and Saturday): 12:00 a.m. (midnight) to 8:00 a.m.
- 15t. Smoking – smoking is not permitted within 20 feet of any facility; smoking in a residential facility is strictly prohibited.
- 15u. Solicitation – Door to door solicitation is prohibited.
- 15v. Keys and ID Card – University provided keys and student ID cards are for the assigned individual's use only; students are not permitted to share or loan these items.
- 15w. Guests/Visitation – Policies and procedures for guests are provided to ensure consideration of individual resident students and community needs, as well as the general safety and well-being for all concerned.
- A visitor is defined as someone that is visiting between the hours of 10:00 am and 11:00 pm.
 - Residents are not permitted more than 3 visitors at any time between the hours of 10:00 am and 11:00 pm (Visitation Period).
 - Each resident is permitted to only have one overnight guest per night. Overnight guests are defined as guests visiting between the hours of 11:00 pm and 10:00 am and have completed **an approved guest registration form**.
 - Residents in all areas may not host overnight guests for more than two nights in any consecutive seven-day period without approval from a Housing & Residence Life staff member.
 - If an overnight guest has not been registered at the front desk by 11:00 pm, they are expected to vacate the community by 11:00 pm.
- 16. Agreement Periods and Rates:** The following are the agreement periods for the 2015-2016 academic year (rates indicated below reflect 2014-2015; 2015-2016 rates will be approved by the Board of Visitors in April 2015); complexes marked with an ‘*’ require a meal plan. Unless otherwise indicated, the Resident should anticipate that his/her assigned building/complex is closed during break periods (i.e. Thanksgiving, winter, and spring).
- 16a. Whitehurst Hall* (double room, shared bath with next room)
- 1) August 21, 2015 – May 7, 2016
 - 2) \$2735 per semester (\$5470 for the entire agreement period)
- 16b. Rogers Complex* (double room, shared bath with next room)
- 1) August 21, 2015 – May 7, 2016
 - 2) \$2735 per semester (\$5470 for the entire agreement period)
- 16c. Gresham Complex* (double room, shared bath with next room)
- 1) August 21, 2015 – May 7, 2016
 - 2) \$2735 per semester (\$5470 for the entire agreement period)
- 16d. England House* (double room, private bath in the room)
- 1) August 21, 2015 – May 7, 2016
 - 2) Double Room: \$3036 per semester (\$6072 for the entire agreement period)
 - 3) Triple Room: \$2448 per semester (\$4896 for the entire agreement period)
- 16e. Scotland House* (double room, private bath in the room)
- 1) August 21, 2015 – May 9, 2016
 - 2) Double Room: \$3036 per semester (\$6072 for the entire agreement period)
 - 3) Triple Room: \$2448 per semester (\$4896 for the entire agreement period)
- 16f. France House* (double room, private bath in the room)
- 1) August 21, 2015 – May 7, 2016
 - 2) Standard Double Room: \$3036 per semester (\$6072 for the entire agreement period)
 - 3) Deluxe Double Room: \$3244 per semester (\$6488 for the entire agreement period)
 - 4) Triple Room: \$2448 per semester (\$4896 for the entire agreement period)
- 16g. Dominion House*
- 1) August 22, 2015 – May 7, 2016
 - 2) Single Room (private room, shared bath with suite)
 - a. \$3462 per semester (\$6924 for the entire agreement period)
 - 3) Deluxe Single (private room, shared bath with suite)
 - a. \$3701 per semester (\$7402 for the entire agreement period)
 - 4) Double Room (double room, shared bath with suite)
 - a. \$3036 per semester (\$6072 for the entire agreement period)

- 16h. Virginia House*
- 1) August 21, 2015 – May 7, 2016
 - 2) Single Room (private room, shared bath with suite)
 - a. \$3462 per semester (\$6924 for the entire agreement period)
 - 3) Deluxe Single (private room, shared bath with suite)
 - a. \$3701 per semester (\$7402 for the entire agreement period)
 - 4) Double Room (double room, shared bath with suite)
 - a. \$3036 per semester (\$6072 for the entire agreement period)
 - 5) Triple Room: \$2448 per semester (\$4896 for the entire agreement period)
- 16i. The Inn* (double room, private bath in the room)
- 1) August 22, 2015 – May 7, 2016
 - 2) Standard Double Room: \$3036 per semester (\$6072 for the entire agreement period)
 - 3) Deluxe Double Room: \$3093 per semester (\$6186 for the entire agreement period)
 - 4) Triple Room: \$2242 per semester (\$4484 for the entire agreement period)
- 16j. Ireland House*
- 1) August 22, 2015 – May 7, 2016
 - 2) Single Room (private room, shared bath with suite)
 - a. \$3462 per semester (\$6924 for the entire agreement period)
 - 3) Deluxe Single (private room, shared bath with suite)
 - a. \$3701 per semester (\$7402 for the entire agreement period)
 - 4) Double Room (double room, shared bath with suite)
 - a. \$3036 per semester (\$6072 for the entire agreement period)
- 16k. Powhatan Village* (double room, shared bath in the apartment)
- 1) August 16, 2015 – May 7, 2016 (open over break periods)
 - 2) \$2859 per semester (\$5718 for the entire agreement period)
- 16l. Nusbaum Apartments
- 1) August 16, 2015 – May 7, 2016 (open over break periods)
 - 2) Single (private room, shared bath with apartment)
 - a. \$3181 per semester (\$6362 for the entire agreement period)
 - 3) Deluxe Single (private room, shared bath with apartment)
 - a. \$3362 per semester (\$6724 for the entire agreement period)
 - 4) 1 BR Apartment
 - a. \$3624 per semester (\$7248 for the entire agreement period)
- 16m. University Village
- 1) August 16, 2015 – July 31, 2016 (open over break periods)
 - 2) 1 BR Apartment
 - a. \$5313 fall and spring semester each; \$2111 summer semester (\$12737 for the entire agreement period)
 - 3) 2 BR Apartment (private room, shared bath with apartment)
 - a. \$4508 fall and spring semester each; \$1790 summer semester (\$10806 for the entire agreement period)
 - 4) 4 BR Apartment (private room, shared bath with apartment)
 - a. \$3575 fall and spring semester each; \$1419 summer semester (\$8569 for the entire agreement period)
- 16n. Foundation House*
- 1) August 22, 2015 – May 7, 2016
 - 2) \$500.00 per semester (\$1,000.00 for the entire agreement period)

17. Meal Plan Requirements: Students living in Whitehurst Hall, Rogers Complex, Gresham Complex, The Inn, Powhatan Village, Foundation House, Ireland House, Virginia House, Scotland House, England House, France House, or Dominion House are required to be on a meal plan. Meal Plans are purchased and billed on a semester basis. Meals do not transfer from one semester to the next; however flex points carry over from the fall to spring semester with the purchase of a spring meal plan. Flex points and any remaining meals expire at the end of the spring semester. If a meal plan selection is not made by June 1st for the fall semester or by December 5 for the spring semester, the Block 160 plan will be assigned to all residents, except for those in Powhatan and the Foundation House (where a minimum Block 25 plan is required). Meal plan changes are only allowed during a limited time period at the beginning of each semester (please visit the Card Center at www.odu.edu/af/cardcenter for details). If a Resident moves off-campus, it is his/her responsibility to review the Cancellation portion of the Housing and Dining Agreement to determine eligibility to cancel the meal plan.

18. Laundry: Residential facilities are equipped with washers and dryers. Each resident automatically receives 30 loads (1 wash + 1 dry = 1 load) of laundry at the beginning of the fall and spring semester on his/her ODU Identification card. Unused loads carry over from fall to spring to summer semesters, but do expire on July 31. Additional laundry loads may be purchased with Monarch Plus through the Card Center (www.odu.edu/af/cardcenter), or students may pay for loads with coins. The University is not liable for any damage or loss caused by the washers or dryers.

19. Subletting: Residents of the University Village are permitted to sublet their apartment for the summer period (May 7, 2016 through July 30, 2016). Residents may only sublet to current ODU students who are enrolled for Fall

2015. The Housing and Dining Agreement will remain with the original Resident, but Housing & Residence Life will permit another student to occupy that space. The original Resident is still financially responsible for the full bill as well as any damages that may occur. Subletting Agreements will be available beginning March 16, 2016 and are due May 1, 2016 (agreements may be accepted after the deadline on a case-by-case basis).

20. Living/Learning Communities and Special Interest Housing: Residents that apply and accept to participate in a Living/Learning Community or Special Interest Housing are accepting the terms of participation in that community as well as any associated fees as published. Indicating a preference to participate in a particular community does not guarantee placement within that community.

21. Criminal Activity: It is a condition of eligibility for applicants for University-owned or managed housing to completely and truthfully answer criminal history activity questions. Housing and Residence Life reserves the right to refuse housing based upon behavior, including but not limited to criminal activity, that the University in its sole discretion and judgment determines that refusal of housing (or termination of the Housing and Dining Agreement for behavior that is revealed or occurs after application submission) is in the best interest of the University, its residents and employees, and the overall Housing and Residential Life community. If Housing and Residence Life becomes aware that an applicant has a record of criminal conviction(s) or other actions that could pose a risk to person or property and/or could be injurious or disruptive to the university-owned or managed community environment, the University may not accept or may cancel the Housing and Dining Agreement. Failure to completely and truthfully answer criminal history activity questions on a housing application may result in termination of the Housing and Dining Agreement and/or Old Dominion University student conduct proceedings. All decisions/outcomes through this process are final and are not subject to review/appeal.

22. Hurricane Evacuation: If the University determines the necessity to close the campus and residence halls/apartment communities due to a hurricane, students must make arrangements to vacate the campus. The University is not responsible for the evacuation of students or providing shelter at times when the University closes due to hurricanes. Students are required to submit their hurricane evacuation information to Housing and Residence Life prior to checking into University-provided housing.

23. Termination by the University: This agreement may be terminated for disciplinary reasons by the University and/or Housing & Residence Life, including expulsion from the University. In a case of termination of this agreement by the University or Housing & Residence Life, the student will remain financially responsible for the entire cost of the agreement period for the assigned building. The University has the authority to deny or remove a student from on-campus housing where the presence or continued presence of a Resident in the residential communities poses a significant risk to the health or safety of the Resident or others. In making this assessment, the University reserves the right to consult with and refer the student to a mental and/or healthcare facility or provide for an evaluation.

24. Changes and Corrections: The University has made every reasonable attempt to make sure the information contained herein is accurate at time of publication. However, the University and Housing & Residence Life reserve the right to make corrections when necessary. Such changes may include, but are not limited to, location and availability of living & learning communities, certain special interest housing, changes in dining service hours, and location of break housing buildings. If changes are made, Housing & Residence Life will inform Residents of such changes through multiple means of communication and in a timely manner.

Note:

- A completed online application/agreement indicates that the applicant has read, understands, and agrees to the agreement policies outlined within the *2015-2016 Housing & Dining Agreement Terms and Conditions* and the *Housing & Residence Life Policies and Procedures Handbook*.
- Students are responsible for completing the online application procedure. Should a parent complete the online application procedure for the student, the University will hold the student responsible for fulfilling all responsibilities of the agreement period.