

# Terms and Conditions of the 2020-2021 Housing & Dining Agreement

Housing & Residence Life • 4603 Elkhorn Avenue, Suite 1208 • Norfolk, VA 23529 • (phone) 757-683-4283 • (fax) 757-683-4863 • (email) housing@odu.edu

*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 adhering to the guidance as stated in the COVID-19 Addendum to this agreement, along with the policies and procedures found in the Code of Student Conduct and the Housing & Residence Life Guide to Living on Campus. The University does not on the basis of race, sex, age, ability, veteran status, religion, sexual orientation, or national origin in the administration of housing.*

*The residential experience is designed for students who reach 17 to 26 years of age by September 1, 2019. Students who are younger or older than the previously stated ages will receive consideration on a case by case basis. In addition, the University does not provide housing for married couples or students with children.*

- 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 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 or transitioning to online status does not release the Resident from the agreement. This agreement may not be transferred or re-assigned to another student.
  - a. Full-time Status for undergraduate students is defined as enrollment in at least 12 credit hours.
  - b. Full-time Status for graduate students is defined as enrollment in at least 9 credit hours.
  - c. Under certain circumstances, Residents can receive permission from Housing & Residence Life to drop below full-time status.
  - d. The University reserves the right to use a student's disciplinary status, student account status, and/or student financial standing as a factor in providing on-campus housing.
  - e. Eligibility Requirements for the University Village:
    1. University Village Residents are agreeing to an 11+ month agreement period (running from August 8, 2020 through July 31, 2021) that includes summer housing, even if the Resident chooses to not occupy the premises during summer.
    2. University Village Residents must intend to enroll for spring semester courses to be eligible to live in the University Village.
    3. University Village Residents who are December or May graduates may petition for release from their remaining contract. If no petition is received and approved, they are expected to fulfill the financial obligations of the entire agreement period. May graduates are required to vacate by May 31 (see Petition for Release – graduating students).
    4. University Village Residents with a renewed agreement for the next year may opt into an Extension Period during the agreement period gap (July 31, 2021 – August 23, 2021) at an additional cost, ONLY if returning to the same space for the next agreement period. 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.
- 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 Sections 8 & 9, Cancellation/Petition for Release. Agreement Periods include:
  - a. Academic Year - Residence Halls                      August 8, 2020 – May 08, 2021
  - b. Academic Year - Apartments                            August 8, 2020 – May 08, 2021
  - c. 11+ Month Apartments (Village)                      August 8, 2020 – July 31, 2021
- 4. The University Agrees:**
  - a. The University will provide a room accommodation to the student for a timeframe of one agreement period. This is excluding 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 assigned move-in day.
  - b. The University will provide residence hall staff in accordance with University policy and provide a living experience which compliments the academic mission of the University.
  - c. 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.
  - d. The University agrees to provide connectivity for internet, phones and TV.
  - e. Telephone service is 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 Old Dominion University and abide by the terms and conditions of this agreement, COVID 19 addendum, and other University publications, such as the Code of Student Conduct and the Housing & Residence Life Guide to Living on Campus.
  - a. Failure to fulfill the terms of this agreement may lead to termination of this agreement, removal from University housing, and a review of the individual's status as a student at Old Dominion University.
  - b. The Resident assumes any and all liability for damages and cleanliness, including any misuse of access cards, keys or assigned premises by other parties.
  - c. The Resident agrees to vacate the assigned room within 72 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 their last exam each semester. Students may be removed immediately based on conduct and/or threat to others.
- 6. Rates and Payments:** Housing & Dining rates for the academic year will be established by the Board of Visitors and published subsequently on the Housing & Residence Life website. Submitting an application and paying the housing deposit does not guarantee housing.
  - a. All students must submit a \$50.00 non-refundable application fee and a \$200.00 housing deposit before any room assignment can be made. The housing deposit will be credited to the student's account contingent upon remaining a resident for the full agreement period. If the student vacates before the conclusion of the agreement period, the deposit and/or credit will be forfeited.
  - b. Each term, Housing & Dining charges are payable by the billing due date established by the Office of Finance. Specific information about due dates can be found on the university website. Housing assignments may be cancelled by the University if the balance is not paid by the due date or if alternate payment arrangements have not been approved by the University's Office of Finance.
  - c. 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 their 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.

- d. Housing & Dining charges, under certain circumstances, may be approved for partial or full refunds. Housing & Residence Life follows the published tuition refund dates and percentages posted on the university website.
- 7. Room Assignment:**
- Students may be assigned to campus housing via self-selection or through allocation by Housing & Residence Life staff.
  - In addition to eligibility as defined in section 2, student must submit an electronic housing application, \$50.00 non-refundable application fee and \$200.00 housing deposit to be eligible for campus housing.
  - Specific process details can be obtained via the ODU housing portal and website for individual classifications (new freshmen, new transfer, continuing, and returning students).
  - Preferences are one factor in the selection process, and not a guarantee or commitment. Assignments are made on a space available basis and when possible, in accordance with the preferences that the student requests.
  - Failure to honor a preference does NOT void this agreement.
  - A roommate may request the name and ODU email address of their roommate; information may be given unless a specific request to withhold this information is received in a timely manner.
  - The University reserves the right to consolidate vacancies either prior to occupying the room or during the academic year.
  - The University reserves the right to administratively reassign residents to other rooms as needed.
  - If a student believes specific housing accommodations are warranted, they should register with the Office of Educational Accessibility. Accommodations are made on a space available basis.
- 8. Pre-Occupancy Cancellations:**
- The Housing & Dining Agreement may be cancelled if the Resident provides written cancellation prior to their published move-in date. For Fall housing, if cancelled by July 1, the \$200.00 housing deposit will be released to the student's university account (if applicable) and the student will be released from their agreement. Starting July 2 and prior to move in, the agreement may be cancelled, but students are not eligible for return of the \$200 deposit. Students who do not cancel in writing and fail to occupy their space, are not eligible for return of the \$200 deposit.
  - A student applying for housing for the spring semester only must cancel in writing on or before December 15<sup>th</sup> to be eligible for release of the \$200.00 deposit. Starting December 16<sup>th</sup> and prior to move in, the agreement may be cancelled, but students are not eligible to receive a refund of the \$200 deposit. Students who do not cancel in writing and fail to occupy their space, are not eligible for return of the \$200 deposit.
  - If the Resident fails to occupy the assigned room by 6:00 p.m. on the first day of classes, the assignment may be forfeited unless the individual submits a written request to 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 nor its financial obligations.
  - If a student enters into a Housing & Dining Agreement but does not cancel and is enrolled in classes as an Old Dominion University student, they will be held financially responsible for the entire agreement, including the \$200 deposit.
  - Any student who cancels after the deadline (or is approved for a Petition for Release/Cancellation), regardless of the reason, forfeits the \$200.00 housing deposit; there are no exceptions. Forfeiture of the deposit may result in a \$200 charge to the students account if the deposit was released or an exception was made in payment of the deposit.
- 9. Post Occupancy Petition for Release/Cancellation:**
- If a resident is seeking to break their Housing & Dining Agreement, they must do so through the Petition for Release/Cancellation process.
  - Cancellations include the following circumstances: (1) waitlisted for an on-campus housing assignment; (2) withdrawing/transferring from Old Dominion University AND no longer registered for any credit hours; (3) Academic Suspension or Academic Dismissal from Old Dominion University; (4) Marriage during the agreement period; (5) Military Activation of the resident; (6) December/May Graduation; (7) University-affiliated programs away from campus.
  - A Petition for Release may be submitted if the Resident does not fall into one of the cancellation categories, but has an extenuating circumstance they would like for Housing & Residence Life to consider in assessing whether the Resident should be held to their Housing & Dining Agreement.
- All Petition for Release/Cancellation forms must be submitted with substantiated documentation. A copy of the form can be obtained via the Housing & Residence Life [Housing Portal](#).
  - If a Resident moves off campus, it is their responsibility to review the Cancellation portion of the Housing & Dining Agreement. Student meal plans will be terminated in congruence with housing.
  - Residents who have received disciplinary conduct decisions which terminate their Housing & Dining Agreement, or who are in the conduct process, are not eligible to request a cancellation or petition for release from their Housing & Dining Agreement.
- 10. Withdrawal Policy:** If a student withdraws from the University, having obtained and completed appropriate forms from the University, the Housing & Dining fees will be refunded according to established University refund policies. If the Resident is eligible for pro-rated charges under the Petition for Release/Cancellation guidelines, the charges will be pro-rated based on latest date of either a receipt of approval for requested cancellation or petition, or the Resident's date of official check-out (includes completing all of the following: removal of all belongings from room assignment, completion of check-out, and return of room key to Front Desk), whichever is later.
- 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 personal insurance if their family's policy does not cover their property while it is located at the University, including but not limited to damages caused by moisture and/or air quality.
- 12. Damages and Upkeep of Facilities:**
- The Resident is expected to reasonably maintain the order, cleanliness and safety of their assigned living space. The Resident will be held financially accountable for the repair or replacement cost of any damage to their 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.
  - 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 any noticed damages.
  - 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.
  - The Resident assumes responsibility for the daily care and cleanliness of their room, resident bathrooms, and its furnishings, and for maintaining acceptable cleanliness and safe conditions. They agree to use all public areas in a mature and responsible manner and to help in assuring safety and cleanliness.
  - 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 student account).
  - 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.
  - The cost of repairing damages to public and common areas (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, will be divided equally among occupants of the residential complex or floor.
  - Should an unanticipated circumstance arise where the resident must be relocated for a temporary period, Housing & Residence Life will provide reasonable accommodations to the student. Short-term housing will not result in an additional expense unless it results in a permanent transition or the move is a result of student inflicted damage. Housing charges are not prorated during temporary accommodation periods.
- 13. Check-In and Check-Out:**
- Specific check-in information is provided to students prior to the corresponding opening day. If a student will be checking into a residential complex after the stated opening day, they must notify Housing & Residence Life staff. The University is not obligated to hold an assigned room beyond 6:00 p.m. on the first day of classes.
  - 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 72 hours from their 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.

- c. Each Resident is given an access card and key (which accesses the corresponding room and mail box). If the Resident loses their key or fails to return the key upon vacating the room, they will be charged accordingly for a lock change.
- d. Upon occupation of an assigned space, the University and Resident shall complete and accept electronically 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.
- e. If a Resident fails to remove all belongings and trash, or fails to leave the room in satisfactory order, fees will be charged for removing belongings, trash, and/or cleaning.
- f. If a Resident fails to check out of their room according to published procedures an improper check-out fee will be charged.

#### 14. Room Entry/Inspection:

- a. 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, the University may 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
  6. To inventory/catalogue the condition of the physical space and furniture
- b. Administrative Room Search (which must be approved by the Associate Dean of Students for Housing & Residence Life and Recreation & Wellness or their designee) is a search for items that may harm the health, safety or welfare of individuals within the University community.

**15. Rules, Policies, and Regulations:** The Resident agrees to observe all published policies and procedures affecting their status with the university, which are included in the Terms and Conditions by reference to these University publications: the Code of Student Conduct, and the Housing & Residence Life Guide to Living on Campus. A full list of prohibited infractions can be found in the aforementioned documents. This includes but is not limited to the following:

- a. Alcohol, Tobacco 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, tobacco products and other drugs.
  1. Alcohol is not permitted in Rogers Complex, Gresham Complex, Whitehurst Hall, England House, France House, Owens 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.
- b. 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.).
- c. 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.
- d. 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 attend mandated meetings; failure

to fulfill a student conduct sanction; and abusive, disrespectful, and threatening language.

- e. Fighting or Physical Abuse – Fighting and/or physical abuse is a conduct violation that will result in immediate termination of the Housing & Dining Agreement, which may be in addition to, or wholly separate from, any conduct action pursued in accordance with the Code of Student Conduct.
- f. Fire Evacuation – Immediate evacuation when an alarm sounds is mandatory and re-entry into a building before an all-clear signal is prohibited.
- g. Gambling – Any gambling for the exchange of money, property, or services is prohibited.
- h. Guests/Visitation – Policies and procedures for guests and visitors are provided to ensure consideration of individual resident students and community needs, as well as the general safety and well-being for all concerned.
- i. Health and Safety – Residents are forbidden to possess potentially hazardous materials, to conspire to damage the health and safe environment of the residence halls or to engage in activities that do so.
  1. 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.
  2. 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.
- j. 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, and Guide to Living on Campus. It is prohibited to facilitate a violation or to remain present while a violation occurs.
- k. Keys and ID Cards – 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.
- l. Natural Disaster or Emergency – In the event of a natural disaster or emergency, Housing & Residence Life staff will issue emergency procedures. For your safety, we request that you obey the directives of the staff.
- m. 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.
- n. Personal Rights and Freedoms – Actions that infringe generally upon the rights and freedoms of other students are prohibited.
- o. Property Damage – Vandalizing, damaging, or defacing University or Housing & Residence Life property, or property of others is prohibited.
- p. Roofs, Roof Decks, Windows and Ledges – The presence of individuals or objects on a roof, roof deck, window or ledge is prohibited at all times.
- q. Service Animals, Emotional Support and Pets - Service animals are defined as dogs that are individually trained to do work or perform tasks for people with disabilities (ADA Amendments Act, 2008). Service animals are permitted in residence halls. An Emotional Support Animal is specifically designated by a qualified medical provider as affording an individual with a disability an equal opportunity to use and enjoy a dwelling, provided there is a nexus between the individual's disability and the assistance the animal provides. An Emotional Support Animal must be approved by university staff (Educational Accessibility Office and Housing & Residence Life) to be in residential facilities. Pets are NOT permitted in residential facilities.
- r. Smoking – The use of tobacco and smoking-related products, and electronic cigarettes and vaporizers are prohibited in a residential facility, and also prohibited within 25 feet of any facility.
- s. Solicitation – Solicitation is prohibited.
- t. Stealing – It is prohibited to take the property of any other person or of the University or Housing & Residence Life without permission.
- u. Subletting - Subletting is not permitted unless explicitly offered to a resident by Housing & Residence Life.
- v. Unauthorized Entry/Exit – Entering/exiting improperly, without authorization, or during non-contract periods without proper permission is not permitted.

**16. Agreement Periods and Rates:** Room rates are approved by the University's Board of Visitors and posted to the Housing & Residence Life website. The following are the agreement periods for each Residence Hall or Apartment complex. Halls and apartment complexes marked with an '\*'

requires a meal plan. Unless indicated below, Residents should anticipate that the assigned building/complex is closed during break periods (i.e. Thanksgiving, winter, and spring breaks).

<b>Residence Halls:</b>	<b>August 8, 2020 – May 08, 2021</b>
Dominion House*	The Inn*
England House*	Ireland House*
Foundation House*	Rogers Complex*
Owens House*	Scotland House*
France House*	Virginia House*
Gresham Complex*	Whitehurst Hall*

<b>Residential Apartments:</b>	(Apartments remain open during break periods)
Nusbaum Apartments	<b>August 8, 2020 – May 08, 2021</b>
Powhatan Village*	<b>August 8, 2020– May 08, 2021</b>
University Village	<b>August 8, 2020 – July 31, 2021</b> <b>(11+ Months)</b>

\*Indicates a meal plan requirement

**17. Meal Plan Requirements:** Students living in Dominion House, England House, Foundation House, Owens House, France House, Gresham Complex, The Inn, Ireland House, Rogers Complex, Scotland House, Virginia House, Whitehurst Hall, and Powhatan Village 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. First-time, freshman residents living on campus, regardless of residential community, will be required to select the Weekly 21/All-Access meal plan. Powhatan and Foundation House residents will be required to have a minimum of the block 50 meal plan. All other residents in required communities will be required to have the Weekly 10/block 160 meal plan. If a meal plan selection is not made by June 1<sup>st</sup> for the fall semester or by December 5<sup>th</sup> for the spring semester, students will be assigned the minimum plan outlined in the details above. Meal plan changes are only allowed during a limited time period at the beginning of each semester. Current information is posted at the University Card Center web site; questions should be directed to the University Card Center.

**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 their ODU Identification card. Unused loads carry over from fall to spring to summer semesters, but expire on July 31. Additional laundry loads may be purchased with Monarch Plus through the University Card Center ([www.odu.edu/af/cardcenter](http://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 or items left unattended.

**19. Living-Learning Communities and Special Interest Housing:** Residents who 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.

**20. Conditions of Eligibility:** It is a condition of eligibility for applicants of University housing to completely and truthfully answer criminal history activity questions. Housing & Residence Life reserves the right to refuse housing based on behavior, including but not limited to criminal activity. The University maintains sole discretion and judgment in determining whether refusal of housing (or termination of the Housing & 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 & Residence Life community. If Housing & Residence Life staff 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 & Dining Agreement. Failure to completely and truthfully answer criminal history activity questions on a housing application may result in immediate termination of the Housing & 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.

**21. Evacuation:** If the University determines the necessity to close the campus and/or residence halls/apartment communities due to an emergency, 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. Students are required to submit their emergency evacuation information to Housing & Residence Life prior to checking into University housing.

**22. 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 Housing & Dining cost of the agreement period. (Please refer back to Sections 16 and 17 of this agreement, for details on the agreement periods and meal plan requirements). 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.

**23. Choice of Law and Forum:** The parties agree that this Agreement shall be construed, governed and interpreted by and in accordance with the laws of the Commonwealth of Virginia, and should any portion of this Agreement be declared invalid or unenforceable for any reason, such portion is deemed severable from the Agreement and the remainder of this Agreement shall remain fully valid and enforceable. All disputes arising under this Agreement shall be brought before a court of competent jurisdiction in the Commonwealth of Virginia.

**24. Force Majeure:** : If for any reason occasioned by fire, strike, earthquake, accident, flood, riot, emergency, natural disaster, pandemic, Act of God, or other occurrence outside of the control of the University, the University is unable to provide the Room, the University has the right to cancel this Agreement without incurring any further liability.

**25. Assumption of Risk:** Resident acknowledges, accepts, and assumes the risks associated with living in University housing during the COVID-19 pandemic. Specifically, Resident acknowledges, accepts, and assumes the risk of living in relatively close proximity and sharing certain facilities with other residents during the COVID-19 pandemic. The University shall have no liability if Resident becomes infected with the COVID-19 virus or other infectious disease, during the term of occupancy to the extent permitted by the Virginia Tort Claims Act. Further, Resident agrees to comply with all requirements imposed by Old Dominion University in order to maintain the health and safety of residents.

**26. 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 changes or corrections when necessary. If changes are made, Housing & Residence Life will inform Residents of such changes through multiple means of communication and in a timely manner.

#### Notes:

- A completed online application/agreement indicates that the applicant has read, understands, and agrees to the agreement and policies outlined within the Housing & Dining Agreement Terms and Conditions and the Housing & Residence Life Guide to Living On Campus.
- 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.
- Failure to abide by the published terms and conditions may result in disciplinary action including but not limited to termination of housing.
- Unless explicitly stated in this document, students are able to appeal any disciplinary action related to their housing. Specific appeal processes are provided with each sanction.
- Old Dominion University email is the university's official method of communication. Students are expected to check their email on a regular basis.
- The Family Educational Rights and Privacy Act (FERPA) guarantees students certain rights with respect to their education records. The release of housing information to anyone other than the student may be restricted to protect student data.

Old Dominion University cannot guarantee a COVID-19-free environment. Taking steps to minimize the risk of COVID-19 infections (or any other spread of disease) at Old Dominion University is a shared responsibility. Every member of our community – including you – must do their part.

As a resident within Old Dominion University Housing, the 2019 Novel Coronavirus or similar public health crisis (“COVID”) will impact your housing experience. The below policies and guidelines are applicable to all residential students. Our Residence Life Team will endeavor to update you with timely information about related specific health and safety guidance impacting your stay in the residence halls

1. **Health and Safety.** We expect that all members of the ODU community including residents and visitors—act in a manner that demonstrates respect and consideration for the health and safety of those around them. All residential students are prohibited from creating a health or safety hazard within ODU Housing and the University may request or require a resident to leave Housing if their continued presence in the housing community poses a health or safety risk for community members. Residential students are required to comply with health and safety laws, orders, ordinances, regulations and health and safety guidance as it relates to public health crises, including COVID-19. This guidance will evolve as the public health crisis evolves and may include, but is not limited to, social distancing, limitations on mass gatherings, wearing a face covering, COVID-19 diagnostic and surveillance testing (including before or upon arrival to campus), contact tracing, disinfection protocols, limitations on guests into residence halls, and quarantine / isolation requirements (including before or upon arrival to campus).

Adherence to health and safety requirements applies to all residents and visitors and extends to all aspects of residential life, including but not limited to bedrooms, bathrooms, laundry rooms, community kitchens, lounges, computer rooms, courtyards and other common spaces.

2. **Quarantine / Isolation / Separation.** At any time, the University may request or require a resident to leave assigned Housing when that resident’s continued presence in the housing community poses a health or safety risk for community members. Residential students are required to comply with requests from Housing to leave their assigned space due to COVID or other public health emergency and failure to do so is a violation of the Housing agreement and may subject a student to emergency removal from their assigned space and reassign a new space.

Not all Housing residential rooms or halls are appropriate for self-quarantine or self-isolation, for example, and in those situations where a student is recommended to self-quarantine or self-isolate, students may not be permitted to continue residing in their residential space and will be provided alternative housing arrangements as needed. Removal from Housing to isolate or quarantine does not constitute a termination of a residential student’s housing contract.

3. **De-Densifying Efforts.** Residential students are required to comply with any de-densifying efforts needed on campus due to COVID or other public health emergency, including, but not limited to, termination or the relocation of all or some residential students to alternative housing. Relocation does not constitute a termination of a residential student’s housing contract.
4. **Dining Services.** Dining service, including where and how it will be offered to residential students, is subject to the discretion of the University and is subject to modification to address public health

concerns. Due to health and safety guidance, Dining may limit the occupancy of dining halls, limit the amount of time students may reside within dining halls, or make other operational adjustments needed to address health and safety concerns.

5. **Cleaning.** The University will continue to implement and modify its cleaning protocols to address COVID or other public health emergency in the interest of minimizing the spread of disease.
6. **Termination.** Upon reasonable notice, ODU Housing reserves the right to terminate housing contracts due to public health emergency needs, including COVID.

In the event of a conflict between this Section COVID-19 and Public Health Crisis Housing Policies and the remaining sections of the ODU housing and dining agreement, this Section will apply.