

## TERMS AND CONDITIONS OF THE 2024-2026 RESIDENTIAL STUDENT AGREEMENT

To further its academic mission, Radford University ("University") seeks to provide attending students a space in a residence hall room or university operated apartment for use as a personal residence along with a dining program. Additional terms apply to students ("residents") who are assigned to university operated apartments. The students, parents, guardians, or other guarantors are responsible for familiarizing themselves with the terms and conditions of the agreement and accepts the terms and conditions of the agreement as outlined below. These terms are enforceable rights and obligations that are binding and effective upon submission.

### 1. ELIGIBILITY

- a. **Students must be enrolled as a full-time undergraduate student (12 credit hours) or graduate student (6 credit hours) by the first day of classes of fall or spring semester at Radford University to be eligible to reside in university owned or operated housing.** Students must maintain eligibility for the duration of the resident agreement period. The Office of Housing and Residential Life will monitor resident enrollment for eligibility purposes.
- b. Regardless of eligibility, any individual who must register as a sex offender as defined by federal, state, and local laws is prohibited from living in university owned or operated housing facilities.
- c. Students who do not maintain eligibility throughout the course of their period of agreement (Section 3) cannot reside in university owned or operated housing and will receive a notice of contract termination (Section 7a) with directives to vacate (Section 14).

### 2. BOARDING POLICY

- a. **All first time, first semester students under the age of 21 (at time of admission to the University) are required to live in Radford University operated housing for at least four consecutive full semesters.**
  - i. Students are **obligated** to the Boarding Policy if they:
    1. Are a newly enrolled student at Radford University
    2. Are a first semester student under the age of 21
    3. Are within their first four consecutive semesters of enrollment
  - ii. Students are **not obligated** to the boarding policy if they:
    1. Are a first semester student that is 21 years of age or older
    2. Are a transfer student at the time of initial enrollment at Radford University
    3. Are enrolled beyond their first four consecutive semesters
- b. Students may request exemption from Boarding Policy obligation if they meet certain criteria:
  - i. Lives with immediate family members (parents, grandparents, or siblings) or legal guardians who are age 21 or over and are permanent residents within commuting distance of the University (1 hr. drive time or 60 miles).
  - ii. Is married or has dependents.
  - iii. Has served at least one year of active duty in military forces.
  - iv. Is participating in student teaching, internship, or clinicals outside commuting distance to campus (1 hr. drive time or 60 miles).
  - v. Has received approval for exemption from the Housing Exemption Committee

### 3. PERIOD OF AGREEMENT

- a. The period of agreement for students **obligated** to the residential boarding policy (Section 2a) is for **TWO FULL ACADEMIC YEARS** consisting of the Fall and Spring Semesters. Agreements signed after the start of the fall semester shall be enforced through the end of the spring semester of the agreement year.
  - i. Students admitted in the spring semester will agree to live on campus for five semesters unless they request and receive approval for exemption for the final semester.
  - ii. In alignment with established deadlines, students obligated to the residential boarding policy are required to complete the housing application and sign the residential student agreement each academic year of the agreement period.
  - iii. The Office of Housing and Residential Life will monitor students who are obligated to the residential boarding policy as they remain liable for room and board charges.
  - iv. For the duration of the agreement period, the Office of Housing and Residential Life will administratively assign and/or apply room and board charges to the accounts of students who do not fulfill residential boarding policy requirements as outlined in this section.
- b. The period of agreement for students **not obligated** to the residential boarding policy (Section 2a) is for ONE FULL ACADEMIC YEAR TERM consisting of the Fall and Spring Semesters. Agreements signed after the fall semester shall be enforced through the end of the spring semester of the agreement year.
  - i. Students who have signed the residential student agreement may request a contract cancelation. All requests are subject to the approval by the Housing Contract Review Committee or appropriate designee.

### 4. OCCUPANCY PERIOD

- a. The student may begin occupancy of their assigned room space on the dates listed in the University catalog. Failure to occupy the room by the first official day of classes each semester may result in a reassignment of the room; however, the residential student agreement will remain enforced. Students are expected to occupy their assigned room. Students who choose to vacate their assignment without being officially exempted from the agreement have abrogated their right to that space and are required to return any key(s) to the vacated assignment as directed. Failure to return key(s) as directed will result in billing for associated lock changes(s). Students remain liable for room and board charges during the life of the agreement. Students who have previously vacated and subsequently return during the agreement period will be reassigned to an available space.
- b. **Break Housing:** Radford University offers housing during university break periods, including Thanksgiving Break, Winter Break and Spring Break, for students residing in designated break housing. All other halls are closed during university break periods. The Office of Housing and Residential Life does not guarantee space will be available for all students who require housing during break periods.

### 5. ROOM ASSIGNMENT

- a. This agreement is for a bed space in a University operated apartment or residence hall room and does not guarantee any specific room assignment. The University will attempt to accommodate the requests of students for specific roommates and spaces, but does not guarantee requests. All requests for specific roommates must be mutual.
- b. The University reserves the right to accept, reject, cancel, or change any room assignment at its discretion at any time during the occupancy period. Students administratively moved will be responsible for any increase in room rate. If space becomes available in a room for any reason, the

Office of Housing and Residential Life may fill the vacancy and/or consolidate space by moving residents at its discretion.

- c. In the event it is necessary, three people may be temporarily assigned to a double-capacity room and later reassigned as space becomes available. If the University requires that three students remain in a double-capacity room past the University census date, a pro-rated refund of the housing fee will be credited to each student's account. These refunds do not apply to students occupying rooms that have permanent capacity for three people. In making or changing room assignments, Radford University complies with all federal and state regulations regarding non-discrimination.
- d. The Office of Housing and Residential Life reserves the right to utilize expanded housing on a temporary basis until standard occupancy space becomes available. Off-campus locations may be used to house students in the event of significant excess of demand.

## 6. MEAL PLAN

- a. Each student residing in a residence hall is required to maintain a residential meal plan through OneCard Office/Dining Services. Students residing in University owned or operated apartments are required to maintain a specialized apartment meal plan through OneCard Office/Dining Services.

## 7. AGREEMENT TERMINATION AND CANCELLATION

- a. Agreement Termination:
  - i. Termination of the Residential Student Agreement occurs when the student's current (and/or future) Residential Student Agreement is cancelled or revoked for violating the Radford University Standards of Student Conduct and/or Office of Housing and Residential Life Policies. When a Residential Student Agreement is terminated after the start of an academic year term (fall and spring semesters), the student remains financially responsible for the entire cost of room and board for the remainder of that term.
  - ii. The University reserves the right to terminate this agreement if a student no longer meets eligibility requirements and/or is enrolled for less than twelve (12) credit hours (undergraduate) / six (6) credit hours (graduate) in a semester (Section 1).
    1. Students may petition enrollment eligibility in writing to the Director of Housing and Residential Life or Designee to determine their ability to retain occupancy in University operated housing.
    2. If the student has enrolled in the minimum number of credits at any time during the academic year, this agreement will be reinstated.
- b. Agreement Cancellation
  - i. This agreement is canceled when:
    1. The student graduates from the University at the end of fall or spring semester.
    2. The student does not re-enroll at the University.
    3. This agreement may be cancelled if the student is granted an exemption to the University Boarding Policy. (Section 2) **Meeting one of the requirements does not guarantee a student will be approved for an exemption from the terms and conditions of the Residential Student Agreement.** A student will be required to maintain a required meal plan if the agreement cancellation is granted after the end of the second week of fall semester.
    4. Students who have submitted a Residential Student Agreement are obligated to the terms herein for the academic years regardless of their meeting the requirements of the on Radford University boarding policy. Students may request a contract cancelation of their Residential Student Agreement from the Office of Housing and Residential Life. Submitting a request for cancelation does not guarantee approval.

## **8. ENROLLMENT DEPOSIT INFORMATION**

- a. All new freshman, transfer, and newly readmitted students are required to pay an enrollment deposit that counts towards their expenses.
  - i. New Freshman and Newly Readmitted Students are not eligible for a refund of their enrollment deposit after May 1.
  - ii. Transfer students are not eligible for a refund of their enrollment deposit after June 1.
  - iii. Students may request a refund of their enrollment deposit prior to the deadline of their respective enrollment classification.
- b. Students Entering for Spring Semester:
  - i. The room deposit for students entering the residence halls in the Spring semester is not refundable.

## **9. UNIVERSITY LIABILITY**

- a. The University assumes no legal obligation to pay for injury to persons, or the loss of or damage to any personal property. Students (and their parents or guardians) are strongly encouraged to purchase and maintain appropriate renter's insurance.

## **10. STUDENT LIABILITY**

- a. The student is responsible for the condition and proper care of the accommodations assigned. The student shall reimburse the University for all losses of University owned or operated property or damages beyond normal wear and tear, as interpreted by the University, within the assigned accommodations. The student is responsible for submitting and following up on requests for maintenance (Fix It requests) in a timely manner and/or notifying residence hall staff when emergency maintenance is required. The student is responsible for cleaning the room and bathroom of the assigned accommodations and shall be responsible for any cleaning charges assessed. The student shall be subject to a prorated share of the cost of losses of University property in or damage to common areas within the residence hall where the individual responsible cannot be identified.

## **11. ROOM ENTRY**

- a. The University reserves the right to enter a student's room/apartment to perform routine or emergency maintenance. The University also reserves the right to enter a student's room/apartment to enforce University policies, rules, and regulations. Residence hall staff may enter rooms/apartments for announced room inspections, for the purpose of monitoring compliance with fire, personal safety, maintenance, and health standards.

## **12. POLICY COMPLIANCE**

- a. The student is responsible for all University and residence hall rules, regulations, policies, and procedures as outlined in the University Catalog, Standards of Student Conduct, Residence Hall Policies, or other University publications or documents.

## **13. ADMINISTRATIVE ACTION**

- a. The Office of Housing and Residential Life reserves the right to take administrative action, to make decisions that maintain an academic atmosphere in the halls, and to ensure the safety of the residents (i.e., termination of agreement, relocation, removal of offensive property).

## **14. EVACUATION, RELOCATION, AND EVICTION**

- a. If the accommodations assigned to the student are destroyed or made unavailable to the University, and the University does not furnish other accommodations, this agreement shall terminate. All rights

and liabilities of the parties hereto shall cease, and payments previously made by the student shall be refunded on a prorated basis for the period for which accommodations were made unavailable to the student.

- b. In the event that University officials declare an emergency requiring evacuation or relocation, the resident must immediately comply with evacuation and relocation orders from University officials. Failure or refusal by the resident to abide by any such directive or procedure may result in disciplinary action or removal by police.
- c. If this agreement is cancelled or terminated during the occupancy period, the resident must vacate the premises within 24 hours of notice of cancellation or termination. Failure or refusal by the resident to abide by any such directive or procedure may result in removal by police.

#### **15. NON-TRANSFERABILITY**

- a. Student may not reassign this agreement or room.
- b. Student may not sublet or otherwise rent out any assigned room space.

#### **16. DISABILITY ACCOMMODATIONS**

- a. Students who require special accommodations due to a disability as defined by section 504 of the Americans with Disabilities Act of 1990 and associated Amendments of 2008 should contact the Center for Accessibility Services as soon as possible after submitting this agreement.

#### **17. NON-DISCRIMINATION STATEMENT**

- a. Radford University does not discriminate with regard to race, color, sex, sexual orientation, disability, age, veteran status, national origin, religion, or political affiliation in the administration of its educational programs, activities, admission or employment practices.

#### **18. CHANGES AND CORRECTIONS**

- a. The University has made every reasonable attempt to make sure information contained herein is accurate at the time of publication. However, the University reserves the right to make corrections as necessary. Also, because the Office of Housing and Residential Life tries to respond quickly to student concerns and to facilitate the best possible housing program, the University reserves the right to make changes in operations as needed. By way of example, such changes may include, but are not limited to the following: location and availability of certain special interest housing, changes to applications processes, and changes in location of break housing halls. Every effort will be made to provide students with notice.

BY SUBMITTING THIS APPLICATION, I ACKNOWLEDGE THAT I HAVE READ AND AGREE TO THE RADFORD UNIVERSITY RESIDENTIAL STUDENT AGREEMENT. I UNDERSTAND AND ACCEPT MY OBLIGATION TO ABIDE BY UNIVERSITY AND HOUSING & RESIDENTIAL LIFE RULES AND REGULATIONS.