Terms and Conditions of the 2011-2012 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 Student Code of 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 Bldgs. 1-6 & 8-10 are agreeing to an 11.5 month extended agreement period (running from August 15, 2011 through July 31, 2012).
     2) Residents of the University Village Bldgs. 7-8 are agreeing to a 10 month agreement period (running from August 1, 2011 through May 31, 2012).
     3) Residents for the University Village are opting for a full agreement period, which includes summer housing (except for Bldgs. 7-8), even if the Resident will not occupy the premises during summer.
     4) University Village Residents must intend to enroll for spring 2012 courses to be eligible to live in the University Village.
     5) Residents who are May 2012 graduates will be required to fulfill the full length of the entire agreement period.
     6) 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 August 1 – August 15) at an additional cost. 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).

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 period of one agreement period (see Agreement Periods, section 16) exclusive of vacation periods or any other period when the University is officially closed unless the Resident has specifically requested the latter type housing on the Housing & Dining Application. An additional fee will be assessed for housing provided outside of the regular agreement period. Residential services, including access to the assigned complex and room, begin on the corresponding opening day.
   - *4b.* The University will provide a residence hall staff in accordance with University policy and provide a living experience which compliments 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 telecommunication services (i.e. cable, wireless internet connection).

5. **The Resident Agrees:** The Resident agrees to pay all fees specific, 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 *Student Code of 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, in the event that such misuse is the result of negligence of the student.

6. **Rates and Payments:** Housing and Dining rates for the 2011-2012 academic year will be established by the Board of Visitors in April 2011 and published subsequently. For planning purposes only, the 2010-2011 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 1).
   - *6b.* For new students, the University requires 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 1).
   - *6c.* Housing and Dining charges are payable by August 29 for the fall semester, January 9 for the spring semester, and June 1 for the summer semester. Housing assignments may be cancelled by the University if the balance is not paid by the stipulated due date of 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 on a rolling basis beginning in May and according to the date of 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. 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 December.

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 1. If cancelled prior to May 1, the student will receive a full refund of the $200.00 housing deposit and will be released from his/her agreement. Starting May 2, 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 1 to be eligible to receive a refund of the $200.00 pre-paid housing fee. Starting December 2, 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 agreement, minus the pre-paid housing fee.

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.

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 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, if he/she wishes to context responsibility for the charges.

12c. The Resident agrees to not 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 cleaning 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 the Housing Services office 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 access 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 with 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 Administration & Finance, or his/her designee, in cases of law enforcement).

14c. The University is guided by the "Plain View Doctrine" and may report evidence of unlawful acts in "Plain View." This means that if illegal items such as marijuana plants, weapons, etc. are found during a normal inspection (for maintenance reasons, or due to an emergency situation, or for health and safety reasons), the evidence can be seized and used against the student in a University hearing.

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 *Student Code of Conduct*, the *Monarch Creed*, the *Honor Code*, 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 *Student Code of 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 judicial 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 infract 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 *Student Code of 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. Illegal Entry/Exit – Entering/exiting illegally, 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 alcohol beverages and other drugs.
1) Alcohol is not permitted in Rogers Complex, Gresham Complex, Whitehurst Hall, England 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. Students are required to register their guests with hall staff from midnight to 8:00 a.m. Overnight guests are limited to a maximum of 3 nights total within a 21 day time period. Residents are not permitted more than 3 guests at any given time.

16. Agreement Periods and Rates: The following agreement periods are for the 2011-2012 academic year; rates are currently based off of the 2010-2011 academic year (subject to the approval of the Board of Visitors in April and will be subsequently published). While we make every effort to publish this information as soon as possible, one can anticipate an expected rate increase of no more than 5%. Complexes marked with an '*' require a meal plan.

16a. Whitehurst Hall* (double room, shared bath with next room)
1) August 25, 2011 – May 5, 2012
2) $2529 per semester ($5058 for the entire agreement period)

16b. Rogers Complex* (double room, shared bath with next room)
1) August 25, 2011 – May 5, 2012
2) $2529 per semester ($5058 for the entire agreement period)

16c. Gresham Complex* (double room, shared bath with next room)
1) August 25, 2011 – May 5, 2012
2) $2529 per semester ($5058 for the entire agreement period)

16d. England House* (double room, private bath in the room)
1) August 25, 2011 – May 5, 2012
2) Standard Double Room: $2808 per semester ($5616 for the entire agreement period)
3) Deluxe Double Room: $3000 per semester ($6000 for the entire agreement period)

16e. Scotland House* (double room, private bath in the room)
1) August 25, 2011 – May 5, 2012
2) Standard Double Room: $2808 per semester ($5616 for the entire agreement period)
3) Deluxe Double Room: $3000 per semester ($6000 for the entire agreement period)

16f. France House* (double room, private bath in the room)
1) August 25, 2011 – May 5, 2012
2) Standard Double Room: $2808 per semester ($5616 for the entire agreement period)
3) Deluxe Double Room: $3000 per semester ($6000 for the entire agreement period)

16g. Dominion House*
1) August 26, 2011 – May 5, 2012
2) Single Room (private room, shared bath with suite)
a. $3201 per semester ($6402 for the entire agreement period)
3) Deluxe Single (private room, shared bath with suite)
a. $3422 per semester ($6844 for the entire agreement period)
4) Double Room (double room, shared bath with suite)
a. $2808 per semester ($5616 for the entire agreement period)

16h. Virginia House*
1) August 26, 2011 – May 5, 2012
2) Single Room (private room, shared bath with suite)
a. $3201 per semester ($6402 for the entire agreement period)

3) Deluxe Single (private room, shared bath with suite)
   a. $3422 per semester ($6844 for the entire agreement period)
4) Double Room (double room, shared bath with suite)
   a. $2808 per semester ($5616 for the entire agreement period)

16i. The Inn* (double room, private bath in the room)
1) August 26, 2011 – May 5, 2012
2) Standard Double Room: $2617 per semester ($5234 for the entire agreement period)
3) Deluxe Double Room: $2860 per semester ($5720 for the entire agreement period)

16j. Ireland House*
1) August 26, 2011 – May 5, 2012
2) Single Room (private room, shared bath with suite)
   a. $3201 per semester ($6402 for the entire agreement period)
3) Deluxe Single (private room, shared bath with suite)
   a. $3422 per semester ($6844 for the entire agreement period)
4) Double Room (double room, shared bath with suite)
   a. $2808 per semester ($5616 for the entire agreement period)

16k. Powhatan Village* (double room, shared bath in the apartment)
1) August 1, 2011 – May 31, 2012 (open over break periods)
2) $2766.00 per semester ($5552 for the entire agreement period)

16l. Nusbaum Apartments
1) August 1, 2011 – May 31, 2012 (open over break periods)
2) Single (private room, shared bath with apartment)
   a. $3088 per semester ($6176 for the entire agreement period)
3) Deluxe Single (private room, shared bath with apartment)
   a. $3264 per semester ($6528 for the entire agreement period)
4) 1 BR Apartment
   a. $3518 per semester ($7036 for the entire agreement period)

16m. University Village (Bldgs. 7-8)
1) August 15, 2011 – May 31, 2012 (open over break periods)
2) 1 BR Apartment
   a. $4913 fall and spring semester each ($9826 for the entire agreement period)
3) 2 BR Apartment (private room, shared bath with apartment)
   a. $4168 fall and spring semester ($8336 for the entire agreement period)
4) August 15, 2011 – May 31, 2012 (open over break periods)
   a. $3306 fall and spring semester each ($6612 for the entire agreement period)

16n. University Village (Bldgs. 1-6 and 9-10)
1) August 15, 2011 – July 31, 2012 (open over break periods)
2) 1 BR Apartment
   a. $4913 fall and spring semester each; $1952 summer semester ($11778 for the entire agreement period)
3) 2 BR Apartment (private room, shared bath with apartment)
   a. $4168 fall and spring semester each; $1655 summer semester ($9991 for the entire agreement period)
4) 4 BR Apartment (private room, shared bath with apartment)
   a. $3306 fall and spring semester each; $1311 summer semester ($7923 for the entire agreement period)

16o. Foundation House*
1) August 26, 2011 – May 5, 2012 (open over break periods)
2) There are no rates for this property as housing is covered by private scholarship from the *Virginia Beach Professional Business Women's Foundation*.

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 August 29th for the fall semester or by January 9th for the spring semester, the Block 160 plan will be assigned to all residents, except for those in Powhatan (where a Block 25 plan will be assigned). 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 coin operated and/or Monarch Plus access washers and dryers. Each Residence automatically receives 30 loads (1 wash + 1 dry = 1 load) of laundry at the beginning of the fall and spring semesters on his/her ODU Identification card. Loads are carried over from fall to spring semester, but expire at the end of the spring semester (May 31 for Powhatan, Nusbaum, and the University Village). If additional loads are needed, they can be purchased with Monarch Plus through the Card Center (www.odu.edu/af/cardcenter). The University is not liable for any damage or loss caused by the washers or dryers.

19. Subletting: Residents of the University Village Blgs. 1-6 and 9-10 are permitted to sublet his/her apartment for the summer period (May 5, 2012 through July 31, 2012). Residents may only sublet to current ODU students who are enrolled for Fall 2012. 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 1, 2012 and are due May 1, 2012.

20. Living/Learning Communities and Special Interest Housing: Residents that indicate a preference 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 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 disciplinary proceedings. All decisions/outcomes through this process are final and are not subject to review/appeal.

22. Termination by the University: This agreement may be terminated for disciplinary reasons by the University and/or Housing & Residence Life, including dismissal 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.

23. 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 *2011-2012 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.