
2020-2021 Housing/Dining Contract: Blacksburg Campus

Terms and Conditions

THE HOUSING/DINING CONTRACT

Virginia Tech seeks to provide housing and dining services for students at the lowest possible rate. For this reason, the University must operate the residence halls on a contract basis for the full academic year. Each student who resides on campus is required to sign a Housing/Dining Contract prior to assignment. Students are responsible for familiarizing themselves with the terms and conditions of the contract. When the contract is signed and returned, it becomes a binding agreement—a **legal contract**—between the student and the University.

TERMS & CONDITIONS

1. **Eligibility:** On-campus housing is guaranteed only for incoming first-year/freshman students who meet established deadlines and for members of the Corps of Cadets.

As part of the First-Year Residency Requirement, all entering first-year students (incoming freshmen) are guaranteed university housing and are required to live in the residence halls unless they:

- (a) reside with their parents or close relatives who are established residents of the community;
- (b) are married and live with their spouses;
- (c) are military veterans of at least six months active duty; or
- (d) are at least 21 years old.
- (e) have this condition waived pursuant to other binding agreement with the university

All full-time returning Virginia Tech students are eligible and encouraged to apply each year for on-campus housing through the Housing Application Process. Students who do not enter the Housing Application Process may apply for on-campus housing by placing their name on a wait list.

On-campus graduate housing is open to graduate or professional students (as defined by the graduate school). Graduate students apply for on-campus housing by placing their name on a wait list.

On-campus transfer student housing is open to transfer students based on availability. Transfer students apply for on-campus housing by placing their name on a wait list.

This contract is for individual housing and is intended for students who are single or married but are not residing with spouse and/or family.

Students on the wait list are offered on-campus housing as space permits.

Any individual who must register as a Sex Offender is prohibited from living on-campus in a University residence hall.

2. **Period of Contract:** This contract shall be in force for one academic year, consisting of fall and spring semesters; contracts signed in mid-year shall be in force through the end of spring semester. For graduate students who are offered a 12-month contract, this contract shall extend into the following summer sessions.

Incoming first-year students who apply and are accepted into a residential college (located in Ambler Johnson Hall or O'Shaughnessy Hall) are accepting a two-year commitment to housing and this contract shall be extended through the next academic year.

Any resident who, for any reason, discontinues as a regularly enrolled student and later returns for classes during the contract period will be required to live in a residence hall. Residents must maintain full-time academic status, or obtain permission from Housing Services to remain on campus as part-time students. Housing Services, at its discretion, may consider releasing students from their housing contracts when they drop to less than full-time status.

3. **Period of Occupancy:** A student's right to occupancy shall begin not earlier than the first day the halls open for each semester, date and time to be announced prior to each semester. The deadline for claiming the assigned room is the Friday of the first week of class of each semester. Failure to do so may result in the reassignment of the room; however, the contract will remain in force. Prior written notice is required to hold a reservation after the deadline. Residence halls

are closed at the end of each semester and during official vacations at a time and date specified by Housing Services. The posted closing time at the end of each semester is for those students participating in commencement exercises. All other residents must vacate within 24 hours after their last examination. Residence halls are open during the three breaks in the academic year calendar; however, residents are required to register for break access. The athletic department, the Corps of Cadets, and Oak Lane organizations may coordinate with Housing Services to establish different occupancy schedules. Those organizations should be consulted for particulars.

While Housing Services attempts to have the 12-month building(s) (currently Donaldson Brown – Graduate Life Center) available, major maintenance, emergencies, or renovation may require reassignment to another residence hall during the summer months. Although infrequent, Housing Services reserves the right to reassign any student if necessary.

4. **Prepayment:** A \$100 prepayment accompanies the return of the Housing/Dining Contract for most returning/continuing residents. The prepayment will be applied to fall semester housing fees, and is refundable only if the applicant does not attend the University, and notifies Housing Services in accordance with procedures outlined under Cancellation Policies. For incoming first-year students and transfer students who will reside in housing, \$100 of the required Admissions prepayment will be applied to the housing fees. Students who are members of the Corps of Cadets, Oak Lane Community, and resident advisor staff for the upcoming contract period are not required to submit the \$100 prepayment. Please follow the specific instructions pertaining to your contract offer type.
5. **Room & Board Payments:** Fees are due and payable in advance, and upon official notice from the University prior to each semester.
6. **Dining Services:**
 - a. All on-campus students are required to purchase one of the dining plans offered to on-campus students.
 - b. All on-campus students receive a Major Flex Dining plan as their default dining plan. If the student wants a different dining plan, changes can be made using the StarRez Portal site, vt.starrezhousing.com/StarRezPortalX, between June and mid-August. Changes made prior to July 1 will be included in the fall semester billing statement.
 - c. Students may change their dining plan choice between semesters. No dining service is provided on campus during academic breaks.
 - d. Students should refer to the Dining Guide (www.dining.vt.edu/) for detailed information regarding dining plans and their operation.
7. **Room Assignments:** When students contract with the University for on-campus housing, they contract for a bed space in the residence hall system, not a specific room assignment. Although every effort is made to honor specific roommate and residence hall requests, space limitations and high demand for specific halls may prevent honoring all requests. **Roommate preferences can be honored only if both students mutually request and confirm each other as roommates.** In making or changing room assignments, Virginia Tech complies with all federal and state regulations regarding nondiscrimination. First-year, graduate, and transfer student room assignments will be made according to the date that the applicant's contract and/or prepayment is received. Assignments for returning/continuing students are made according to the housing application process specifications given at the time of contract issuance. Room changes are permitted based on space availability.
8. **Room Occupancy:** All on-campus rooms will be multiple occupancy, unless specifically designated as permanent single-occupancy rooms. Graduate student housing is mostly single-occupancy rooms; however, a number of double-occupancy rooms may be available. Students are required to pay for the occupancy level they are assigned. If one of the occupants moves from the room, Housing Services reserves the right to assign a new roommate, or to reassign the remaining student to another room to consolidate space. The student agrees to accept an assigned roommate.

Students are expected to occupy their assigned room. Students who choose to vacate their assignment without being officially released from the contract have abrogated their right to that space, and are required to return any key(s)/keycard(s) to the vacated assignment as directed. Failure to return key(s)/keycard(s) as directed will result in billing for associated lock change(s). Students remain liable for room-and-board charges during the life of the contract. Students returning during the contract period will be reassigned to an available space.

During periods of high demand for on-campus housing, Housing Services reserves the right to utilize expanded housing on a temporary basis until standard occupancy space becomes available. Students in temporary expanded housing will receive a prorated housing fee refund. Off-campus locations may be used to house students in the event of significant excess demand.

During periods of reduced occupancy, the student may be offered the opportunity to occupy the room at the higher single-occupancy rate.

9. **University Liability:** Although precautions are taken to maintain adequate security, the University assumes no responsibility for injury to persons, or loss of or damage to items of personal property that occurs in its buildings, on its grounds, prior to, during, or subsequent to the terms of this contract. Students (and their parents or guardians) are **strongly** encouraged to purchase and maintain appropriate insurance to cover such losses.
10. **Student Liability:** The student is responsible for the condition of the assigned room and all furnishings, and shall reimburse the University for all damages to or loss of these furnishings beyond ordinary wear and tear. Damages to the common areas may be charged to all residents in that area.
11. **Room Entry:** The University reserves the right to enter into student rooms for the purposes of inspection, improvement, repair, to control the rooms in the event of an epidemic or emergency, or for any other purpose in accordance with *University Policies for Student Life*.
12. **Room Check-Out:** Any student departing at the end of the contract is expected to properly follow check-out procedures. Failure to properly check out as prescribed will result in a penalty charge, plus appropriate charges associated with unreturned keys or electronic keycards.
13. **Room Change & Contract Termination:** Room assignments may be changed, cancelled, or terminated by the University in the interest of order, health, maximum use of facilities, or disaster after due notice to the student. Willful disregard for the rights, responsibilities, and duties of others, interfering with a staff member engaged in the performance of job duties (includes, but is not limited to, verbal abuse, intimidation, or use of physical force), as well as the creation of circumstances that could jeopardize life, limb, or property are unacceptable and may be cause for student conduct action, interim suspension of occupancy pending administrative review of a situation, and/or subsequent termination of the Housing/Dining Contract. ***Notwithstanding any other terms or conditions, Virginia Tech may terminate this contract, in whole or in part, at any time without cause upon giving the Student written notice of such termination. Upon such termination, the Student shall immediately remove their belongings from the room and building. No refunds of housing costs or fees shall be made for any termination.***
14. **Evacuation and Relocation:** In the event that a Force Majeure, or other exigent circumstances as defined by the University, requires evacuation or relocation of the resident, the resident must immediately comply with such evacuation or 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 the University and/or the Virginia Tech Police.
15. **Conduct Action:** Students who are placed on deferred denial of housing or denial of housing conduct sanctions during the current academic year are not eligible for a residence hall contract during the next academic year. These students will be eligible for the housing lottery process for the next academic year following the completion of the conduct sanction. If the student receives a contract, and later receives one of the aforementioned conduct sanctions, the contract during the sanction period will be revoked. Serious violations also can result in immediate loss of a housing contract.
16. **Rules & Regulations:** Rules and regulations outlined in the *Hokie Handbook*, the *University Policies for Student Life*, and the *Housing, Residence Life and Dining Policies* as well as any revisions thereto as may be periodically instituted by the University, are incorporated herein and made a part of this contract. In the event of a conflict between the rules and regulations as they appear in the above named publications and the terms of this contract, the provisions of this contract shall take precedence.
17. **Disability Accommodations:** If you are a person with a disability and desire assistive devices, services, or other accommodations, please notify the Services for Students with Disabilities Office, 310 Lavery Hall Mail Code (0185), Blacksburg, VA 24061, VOICE (540) 231-3788 TTY (540) 231-0853 FAX (540)231-3232, website: www.ssd.vt.edu, or E-mail: ssd@vt.edu. You can reach the housing accommodations page at http://ssd.vt.edu/accommodations/spec_housing_accommodations.html
18. **Parcel Packages or Mailings:** The undersigned student shall and hereby does release Virginia Tech and the Commonwealth of Virginia and respective agents, employees, and students from any liability under any theory for parcel packages or mailings that are accepted by University Mail Services on behalf of the undersigned student. The student agrees that Virginia Tech and the Commonwealth of Virginia, its agents, employees, and students are not responsible for verifying the condition or proper storage upon receipt of parcel packages or mailings for the

undersigned. The student agrees to abide by the procedures of University Mail Services for receipt of parcel packages and mailings.

CANCELLATION POLICIES

Contract cancellations and other notices must be submitted in writing to Housing Services. **Notifications submitted to other offices do not comply with requirements, and requested official action will not be assured.** If mailed, the date on which notices are postmarked will constitute the basis for determining applicant compliance with deadlines. It is recommended that students mail any such cancellation notices **via Certified Mail**.

Spring Semester Resignations:

If the student, for any reason except medical, withdraws from the University during the spring semester prior to the period of occupancy of this contract and has completed and returned the Housing/Dining Contract, the contract will be terminated and the prepayment refunded.

Academic Suspension/Probation:

A student officially on **academic suspension** at the end of spring semester will have his fall housing contract and assignment terminated on **July 1**. Housing Services must receive academic suspension revocations resulting from invocation of the Freshman Rule, or through the University Appeals Committee process, before **July 1**. No contract restoration will result from Freshman Rule invocation, or the University Appeals Committee process, after **July 1**. A student restored to good academic standing, and enrolled for spring semester will have his contract reactivated for the remainder of the academic year.

Cancellation Before Occupancy Begins for First-Year Students and Transfer Students

Students who accept the offer of admission and subsequently decide to withdraw should notify the Office of Admissions in writing. Please refer to the Final Requirements Sheet in your offer packet for refund policies. Transfer students who return a housing/dining contract cannot cancel their contract to move off campus.

Cancellation Prior to Occupancy DUE TO NON-ENROLLMENT for All Other Students

1. The student will receive a refund of the \$100 prepayment and the contract shall be cancelled if written notice that the applicant **will not be enrolled** in the university is postmarked by **June 15**.
2. A \$50 refund will be authorized if such notice is postmarked by **July 15**.
3. No refund will be authorized after **July 15**.

Cancellation Prior To Occupancy TO LIVE OFF CAMPUS:

Contracts offered by Housing Services are for students who want to be guaranteed a space on campus. **These contracts cannot be cancelled to move off campus**; however, any student who will not be enrolled at the University can cancel the contract under the provisions listed above (Cancellation Prior to Occupancy Due to Non-Enrollment).

Cancellation after Occupancy Commences:

1. Students who have signed a contract and who have commenced occupancy in University residence halls are responsible for fulfilling their obligations under the contract.
2. If a student completes requirements for graduation, or for other reason(s) is no longer enrolled for the duration of the contract, the contract shall be terminated.
3. At its discretion, the University may release a student from the contract during the academic year. Information about the contract review process can be obtained from Housing Services.
4. Rooms shall be vacated within 48 hours from the time of a student's official withdrawal or final suspension from the University. Residence hall students who leave before any semester is half over are eligible for a partial refund. A residence hall student who leaves after the semester is half over will be charged full room and board fees.

VISITATION OPTIONS

The residence hall visitation program is administered by Housing and Residence Life. You can review the visitation options in the Hokie Handbook. (<http://hokiehandbook.vt.edu/>)

You should retain these terms and conditions for your reference. Remember the Terms and Conditions of the Virginia Tech Housing/Dining Contract are legally binding. The Terms and Conditions of this Contract supersede all prior housing contracts. Complete the Housing/Dining Contract and return according to the instructions on the website or in an accompanying offer letter.

For further information contact Housing and Dining Services Monday-Friday, 8 a.m. to 5 p.m. voice: 540-231-6205; fax: 540-231-6818; TDD 540-231-0858; e-mail: housing@vt.edu; web: www.housing.vt.edu

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