

The University of Virginia's College at Wise 2020-2021 Housing Agreement

(as included through the housing application process through StarRez)

The University of Virginia's College at Wise (College) is first an academic institution. The goal of the Housing & Residence Life (HRL) program is to support the academic program by providing a living and learning residential environment that is conducive to the growth and development of liberally-educated students so they become full participants in a democratic society and the world at large.

In keeping with the College's policy, housing assignments are made without discrimination by reason of age, color, disability, gender identity, marital status, national or ethnic origin, political affiliation, race, religion, sex (including pregnancy), sexual orientation, veteran status, and family and genetic information.

The College reserves the right to make additional regulations necessary for the protection of property and for the safety, health, comfort, and convenience of all residential students at any time. HRL staff reserves the right to move students at any point during the year.

Residential students and/or HRL staff are encouraged to recommend changes in the Housing Agreement (Agreement). Recommended changes must not be contrary to established College policy and must be approved by the proper authority. For additional policy and/or campus information, consult the online Student Handbook or the Housing & Residence Life Guide to On-Campus Living.

This Agreement sets forth the terms and conditions under which the College will allow the student to occupy a space in on-campus student housing. It is not a lease. Therefore, in accordance with Virginia Landlord & Tenant laws, this Agreement is entered into by the College and the student in full acknowledgement that public and private higher education housing institutions in the Commonwealth of Virginia (such as the College) with residential on-campus student housing assignments are not bound by the Virginia Landlord and Tenant laws. Among other things, the College is not obligated to follow civil court proceedings related to removal of the student and the student's property from the on-campus student housing assignment, but may remove the student and the student's property from on-campus housing if the College determines that this Agreement has been violated or the student otherwise does not qualify for student housing.

APPLYING FOR HOUSING

This Housing Agreement is a binding agreement between the resident of an on-campus housing facility and the College. UNLESS OTHERWISE STATED, THIS AGREEMENT IS FOR ONE ACADEMIC YEAR, INCLUDING FALL AND SPRING SEMESTERS. Please review the Housing Agreement Terms & Conditions for the events that may terminate an Agreement.

Every student, both incoming and returning, seeking on-campus housing must apply with the Office of Housing & Residence Life (office located in Cantrell Hall) and must:

- Read and understand the **entire** Housing Agreement and Terms & Conditions, including the *First Year Residency Requirement* and the *Release from Housing Agreement* sections.
- Complete and electronically sign the Housing Application. Students under 18 years of age must also obtain the signature of a parent or guardian (signature to be obtained electronically through the StarRez Housing Portal). Signing the application indicates agreement to abide by all terms and conditions.
- A student's application for housing will be considered active and complete once a student electronically signs the contract and accepts the terms and conditions, regardless of if they select a roommate or choose a room.

FIRST-YEAR RESIDENCY REQUIREMENT

UVA-WISE HAS A FIRST-YEAR RESIDENCY REQUIREMENT. ALL FIRST-YEAR STUDENTS ARE REQUIRED TO LIVE IN ON-CAMPUS HOUSING, UNLESS THEY ARE PERMANENT RESIDENTS OF WISE COUNTY OR THE CITY OF NORTON, ARE MARRIED, OR ARE AGE 25 OR OLDER.

All College first-year students are required to live in on-campus housing, unless they are permanent residents of Wise County or the city of Norton, are married, or are age 25 or older.

First-year students include:

- first-time freshmen just graduating from high school, including students with dual enrollment credit, and/or
- transfer students with less than 30 transferable hours

*****Please note that only hours earned after high school graduation will count as transfer credit for HRL purposes.*****

First-year spaces have been designated in residence halls allowing students to have a variety of options for their residential experience. Unless necessary, first year students will not be roomed with non-first year students.

Any first-year student who meets residency requirement guidelines (see above) that fails to apply for on-campus housing or is not granted an exemption (see First Year Residency Exemption Requests below) will automatically be assigned an on-campus housing space and the student's account will be billed the housing application fee, room and meal (board) plan rates.

FIRST YEAR RESIDENCY EXEMPTION REQUESTS

Any first-year student who is not a permanent resident of Wise County or the City of Norton, not married, or who is under the age of 25 wishing to be exempted from the residency requirement **must submit ALL of the following to HRL:**

1. Completed Residency Exemption Request Form (available online), and
2. Completed Online Housing Application

Exemption requests are reviewed by the Housing Appeals Committee (HAC) which is comprised of faculty, staff and student members. The HAC submits recommendations to the Dean of Students who makes the final decision. The decision rendered will be provided in writing to the student by email or by letter. Exemption requests received after August 1 will not be considered. Any student who is granted an exemption will not be charged the \$50 Housing Agreement Cancellation Fee.

HOUSING ASSIGNMENTS

Housing assignments and roommate requests are managed through the StarRez Housing Portal.

- **CURRENT STUDENTS** Students currently residing in on-campus housing will be able to apply for and select housing assignments starting Monday, February 3, 2020 through the StarRez housing portal. Students who do not select a roommate and room space will be auto allocated to available residential spaces beginning on July 1, 2020.
- **FIRST-YEAR AND TRANSFER STUDENTS** First-year and transfer students entering in the fall semester will be able to apply for and select housing assignments starting Wednesday, January 29, 2020 through the StarRez housing portal. Students who do not select a roommate and room space will be auto allocated to available residential spaces beginning on July 1, 2020.
- **SPRING-ONLY STUDENTS** Any students, first-year or transfer, who plan to enroll in the spring semester will be able to apply for and select housing assignments the semester before they enroll through the StarRez housing portal. Students applying for spring semester only will be placed into a residential space prior to the start of the spring semester and will be notified of their assignment and roommate information by email.

After all permanent on-campus housing spaces have been filled, students will be assigned to either a temporary space as a Resident Advisor (RA) roommate, a study lounge converted to up to six temporary spaces, or, if necessary, off-campus facilities. In the event that off-campus facilities are needed for temporary residential spaces, a College shuttle service to and from campus with a designated daily schedule will be provided. Temporary spaces will not be assigned until a few days before the halls open, and students will be notified of their temporary assignments by email. When a permanent on-campus housing space becomes available, a student in a temporary space will be notified immediately and will have 48 hours to move from the temporary space to the permanent space.

Room changes will be allowed one week after the first class day of each semester. Any and all room changes must be pre-approved by the Dean of Students & Chief Housing Officer or an appointed designee. Room changes not approved by HRL are subject to a \$50 improper room

change fee at the discretion of the Dean of Students & Chief Housing Officer. Room changes are made in the Office of Housing & Residence Life.

HOUSING CANCELLATION FEE

Any student, incoming or returning, who cancels their Housing Agreement for any reason at any time will be billed a \$50 housing cancellation fee. This fee will be billed to a student's account through the Cashier's Office is due upon receipt of the bill.

CANCELLATION OF THE UVA-WISE HOUSING AGREEMENT PRIOR TO OCCUPANCY

FIRST YEAR OR TRANSFER STUDENTS

When notification of a student's desire to cancel enrollment is received by the Admission's Office or the Office of the Registrar, a student's housing agreement will be cancelled. Students who cancel their admission to the College and have applied for housing will be billed the housing cancellation fee as outlined above.

CURRENT AND RETURNING STUDENTS

1. Any current or returning student who has applied for housing may cancel their housing agreement with the Office of Housing & Residence Life by Friday, May 1, 2020 without penalty (excluding the Housing Cancellation Fee). Students should complete the Release from Campus Housing form in the Housing & Residence Life Office.
2. Any upperclass student who has applied for housing may "buyout" of their 2020-21 Housing Agreement with the Office of Housing & Residence Life between May 2, 2020 and July 31, 2020. Students should complete the Release from Campus Housing form in the Housing & Residence Life Office. The total buy-out fee is \$800 and will be billed to the student's account. Students who buyout of their housing agreement are also responsible for paying the Housing Cancellation Fee as stated above.
3. Any upperclass student may buyout of their housing agreement for the spring semester starting November 30, 2020 through January 5, 2021. The total buy-out fee is \$800 and will be billed to the student's account. Students who buyout of their housing agreement are also responsible for paying the Housing Cancellation Fee as stated above.

First-year students are not eligible to buyout of their housing contracts for either the fall or spring semester.

CANCELLATION OF THE UVA-WISE HOUSING AGREEMENT DURING THE ACADEMIC YEAR

A student may be released from the Housing Agreement without the buy-out penalty (see above) for the following reasons:

1. A student is not registered for classes;
2. A student graduates before the period of the Housing Agreement is over;
3. A student is required to live elsewhere due to student teaching assignment or study abroad;
4. A student is married during the period of the housing agreement;* and
5. A student is dismissed from the College for disciplinary and/or academic actions.*

**After the start of the semester, a student's account will be pro-rated for housing and meals at a rate consistent with the College's published refund policy (see Cashier's Office). A student who is released from his/her Housing Agreement must vacate his/her room within twenty-four (24) hours of the date indicated on the release form. Any student whose housing agreement is cancelled, will be charged the Housing Cancellation Fee.*

Housing Appeals

Students who wish to be released from their housing agreement outside of the reasons stated above should file an appeal with the Housing Appeals Committee (HAC). The student must prove that there has been a significant and unforeseen change in circumstances since entering into the terms and conditions of the agreement that prohibits the student from fulfilling his/her housing agreement obligations. The Housing Appeals Committee reviews appeals and makes recommendations to the Dean of Students & Chief Housing Officer who will make the final decision.

If a student's request is not granted and the student chooses to move off campus, the student's account will be billed for housing and meals. Housing appeals will not be reviewed for the current semester if the appeal is filed after the designated refund deadline outlined by the Cashier's Office. If an appeal is granted, the student will be responsible for any charges (including meals used) incurred.

To file a housing appeal, the student should contact the Office of Housing and Residence Life for more information and to complete the online Housing Appeals Form.

RELEASE OF CONTACT INFORMATION

Submission of this agreement constitutes my consent to the release of my listed cell phone number and college email address to roommate(s) assigned to the same residential space.

VIOLATIONS OF THE AGREEMENT

The following, in addition to non-compliance with the Agreement's Terms and Conditions, constitute violations of the Agreement and may result in disciplinary action, termination of the Agreement, and/or removal from on-campus housing:

- Failure to claim assigned space by 5:00 pm on the first day of classes.
- Failure to pay charges for housing and meal plan when due.
- Failure to complete check-in procedures (i.e. pick up key, complete RCR, etc.).
- Possession or storing of gasoline, kerosene, combustible materials, motorcycles, mopeds, or any explosives anywhere in the residence halls.
- Disturbing normal activities, damaging housing facilities, or interfering with other residents.
- Permitting students/non-students to reside in a space not assigned to them.
- Intentionally setting fires; intentionally causing false fire alarms; and vandalizing or tampering with any fire protection equipment, alarms or security devices. Tampering with, including removal of batteries from, battery-operated fire alarms will result in student conduct action.
- Failure to remove personal possessions at the end of the occupancy period.
- Smoking/use of tobacco in non-permitted areas (see Smoking/Tobacco-use section).
- Violations of the visitation policy (see Visitation/Overnight Guests section)
- Operation of a private business from your room.
- Occupying an empty room or placing any personal belongings into a room or space that is not assigned to you.
- Violation of College disciplinary rules as listed in the online Student Handbook in the Student Code of Conduct, or violations of federal, state or local laws.

Additional Provisions: This License is subject to all relevant College policies, which may be amended or updated from time to time in the sole discretion of the College. The College retains the unilateral right to terminate this License at any time. Failure of either party to insist upon strict performance of any of the Terms or Conditions herein shall not be deemed a waiver of any rights or remedies of either party, and shall not be deemed a waiver of any subsequent breach or default in any of the Terms or Conditions herein. The College assumes no responsibility for failure to perform any terms or conditions of this agreement due to any force majeure. For purposes of this agreement, the term “force majeure” shall mean fire, earthquake, flood, hurricane, or other significant weather event or natural disaster, act of God, strikes, work stoppages or other labor disturbances, riots or civil commotions, litigation, war or other act of any foreign nation, plague, epidemic, pandemic, power of government or governmental agency or authority, state of emergency, or any other cause like or unlike any cause mentioned above, whether natural or man-caused, which is beyond the control or authority of the University.