

## Agreement to Deal Electronically

By choosing to electronically sign the University of Mary Washington (UMW) Housing and Dining Services Agreement, from here on referenced as Housing and Dining Agreement, below, you agree to the following terms and conditions:

- Your access to the Housing and Dining Agreement is conducted electronically and you agree that the Office of Residence Life and Housing may communicate with you electronically for all aspects of the terms of the Housing and Dining Agreement, including sending you electronic notices.
- All electronic communications will be sent to your official UMW email account. On the contract page of the online Housing and Dining Application, you will be asked to provide an electronic signature by entering your student ID number. By doing so, you agree to the Terms and Conditions of the 2020-2021 UMW Housing and Dining Agreement. **Your electronic signature is legally binding.**
- You agree to contact the Office of Residence Life and Housing if you need information about your Housing and Dining Agreement, and you recognize that electronic communication with the office may be interrupted by circumstances beyond that office's control.
- You agree to be responsible for keeping all records relating to the Housing and Dining Agreement and for printing or making an electronic copy of these Terms and Conditions. Except as prohibited by law, you waive any requirement of a different method of communication in connection with your access to and communications about the UMW Agreement.

The Terms and Conditions for Housing and Dining are combined in this document as a convenience for the residential student.

## 2020-2021 UMW Housing and Dining Services Agreement

### TERMS AND CONDITIONS

#### 1. **General Provisions: UMW reserves the right at any time to:**

1. Alter, change, or cancel a housing assignment; designate any or all student housing as available for expanded occupancy; change any room assignment or rate; assign a roommate to any room;
2. Enter residences during reasonable hours and with or without advanced notice for routine maintenance, inspections, repairs, or housekeeping duties; enter any residences at any time of day or night for an emergency;
3. Control access or egress from the residence halls and/or floors in the event of an emergency, and;
4. Terminate or suspend this Agreement for violation of this Agreement or for violation of any relevant UMW policies as determined by UMW in its sole discretion.

2. **Period of Agreement:**

1. The Housing and Dining Agreement, unless otherwise stated, is for the full academic year consisting of the fall and spring semesters of the same academic year. The student agrees that, he/she will live in the university residence halls and take meals in university dining facilities for the entire period of the Housing and Dining Agreement. Dining services under this UMW Agreement will be provided as indicated below.
2. If student defers admission from the fall semester or is returning to the university in the spring semester after an absence, the Housing and Dining Agreement applies for spring semester only.
3. **Important Exception:** For incoming first year students, the Housing and Dining Agreement is for two full academic years. If student begins first year in January this UMW Agreement is for three semesters. During the spring semester of their first year, students must submit an online Housing and Dining Agreement for the upcoming year so as to review any amendments to the agreement, complete a roommate matching profile, select and/or receive an assignment and select a meal plan option.

3. **Eligibility:**

1. Students must be a degree seeking UMW student with at least nine 9 credit hours unless otherwise stated. Only current students are able to participate in the returning student housing selection process. New, incoming students will be assigned a space by the Office of Residence Life and Housing during the summer prior to occupancy.
2. Bachelor of Liberal Sciences (BLS) students are ineligible for campus housing unless the Assistant Dean of Residence Life and Housing or his/her designee has given special permission.
3. Students who have less than 9 credit hours or who have completed a "Request for Reduced Course Load" from the Office of Academic Services and have received approval from the Assistant Dean of Residence Life and Housing or his/her designee, may be allowed to retain eligibility for residential housing.
4. Non-students and/or students who withdraw from all of their classes are not permitted to live in the residence halls.
5. Students who have overdue balances with Student Accounting will have their housing and meals cancelled per the university's non-payment policy and will not be able to reside in on-campus housing until their student account balance is resolved. Students will be assigned a new space based upon availability and return to their previous space should not be assumed.
6. **Important Information:** A course load reduction below 9 credits does not automatically cancel a signed Housing and Dining Agreement.

4. **Period of Occupancy:**

1. The Housing and Dining Agreement is for two terms, the fall and spring semesters. The student may occupy an assigned room at the published date and time specified by the university each semester. Non-graduating students

must vacate their room 24 hours after their last exam or by the published residence hall closing date and time, whichever comes first. Graduating seniors must vacate by 10am on the day following May commencement. Students who have successfully completed graduation requirements in the Fall semester must vacate their room by the published residence hall closing date and time for the Fall semester.

2. If the student fails to occupy the room by 5:00 p.m. on the first day of classes, the university reserves the right to reassign the space or initiate a Housing and Dining Agreement cancellation. If the student fails to occupy the room or removes all of his/her belongings during the course of the semester, the assignment will be considered abandoned and may be reassigned to another student. However, failure to occupy an assigned space or abandoning a room does not release the student from obligation to the terms and conditions of the Housing and Dining Agreement. The student who abandoned the assignment will have the opportunity to contact the Office of Residence Life and Housing to secure a new room assignment. Occupancy of the room must be relinquished at the completion of the Housing and Dining Agreement.
3. Students are not permitted to remain in residence halls during published breaks (Thanksgiving, Winter, Spring) without registering with the Office of Residence Life and Housing. The student also understands that there may be interruptions in utility services during published breaks for needed maintenance. The Office of Residence Life and Housing reserves the right to make certain residence halls unavailable for break housing. Meal plans are not active during these breaks and students will be responsible for their own meals.
4. Occupancy outside of the published move-in/move-out dates must be requested to and approved by the Office of Residence Life and Housing. No other department or individual may approve occupancy outside of the published dates.

## 5. **Cancellation Policy**

1. The Housing and Dining Agreement is binding for the entire period of the agreement as outlined above and cannot be broken mid-year. Students who have signed the Housing and Dining Agreement are financially responsible for the full term of the agreement and will owe and be charged full room rent and appropriate dining charges for all applicable semesters.
2. Only the Office of Residence Life and Housing is able to cancel and/or void the Housing and Dining Agreement.
3. The university reserves the right to void the Housing and Dining Agreement prior to the official semester opening, in which case the university will refund any prepaid rent and meals.
4. If the student withdraws from the university and re-enrolls during the same academic year, the Office of Residence Life and Housing reserves the right to reinstate the Housing and Dining Agreement from the date of re-enrollment for the remainder of the agreement period.

5. Students seeking to have their Housing and Dining agreement cancelled must submit a written request to the Office of Residence Life and Housing for review and approval. Releases from the Housing and Dining Agreement will only be approved if the Student a) is withdrawing from the university, b) is academically suspended or dismissed from the university, c) is attending a university-sanctioned domestic or study abroad program, d) is graduating prior to the end of the agreement period, d) has married during the period of the agreement, or e) has been released by the Contract Release Committee.
6. Any student making a request to cancel a Housing and Dining Agreement during the academic year must provide appropriate written notification to the Office of Residence Life and Housing. Requests to cancel the Housing and Dining Agreement by individuals who plan to remain enrolled at the university will only be considered for future semesters. Consideration for termination of the Housing and Dining Agreement for reasons not listed above may be given only in cases that are deemed exceptional and unforeseen, as determined by the Contract Release Committee. A request to cancel the agreement is not a guarantee of release from the agreement. If a student is denied the release, they will be obligated for the remainder of the agreement term. If a Housing and Dining Agreement termination is approved, refunds will be issued as outlined in the Refund Schedule. All decisions from the Contract Release Committee are final.
7. If the student leaves the university at the end of the fall semester after having completed requirements for graduation, the Housing and Dining Agreement will be terminated, and the student will not be subject to spring room rent charges.
8. If the student is authorized to leave the campus to participate in one of the university's programs offered at a remote location, but the student has not completed graduation requirements, the housing rent will be suspended for the duration of the off-campus program and then reinstated for the remainder of the agreement period.
9. Any termination of the Housing and Dining Agreement, subject to the terms and conditions, may qualify the resident for a refund or adjustment of room rent owed.
10. Students who are removed from university housing for conduct reasons will forfeit all monies collected during the current billing cycle and may be held responsible for monies owed on any subsequent semesters remaining in the agreement period. If removal of the student from the residence hall occurs as a result of university administrative withdrawal, the student will receive a pro rata refund of all dining fees.
11. A student who fails to move in or who moves out of housing during the semester while remaining a student will be obligated to pay in full for the agreement term. A resident who fails to meet eligibility requirements, but remains registered at UMW will be obligated to pay in full for the agreement term, unless the agreement is cancelled by the Office of Residence Life and Housing.

12. **With the exception of any stipulations set forth in this agreement, the Housing and Dining Agreement will be considered intact for the entire agreement period and no cancellations will be allowed. This housing and dining agreement may not be terminated by the student for: financial aid need, desire to commute from home, medical reasons (other than as required by law), delay in receiving a housing assignment, lack of understanding that this housing agreement is binding, changing circumstances or opinions about housing, incompatibility with roommates, or involvement in an off campus lease. All of these factors should be considered before completing a Housing and Dining application.**
13. **Note:** Any charges in collecting a delinquent account are the responsibility of the student and can be added to the student's account at any time. This applies to, but is not limited to, charges for the use of an attorney or a collection agency.

## 6. **Cancellation Fees and Refund Schedule**

1. **Cancellation Prior to Occupancy for New Students**
  1. New incoming students may request in writing to the Admissions office to change their on-campus status to off-campus prior to July 15. If request is submitted prior to May 1 and has been approved by the Admissions office, the Housing Deposit will be refunded. After May 1, the deposit will be forfeited.
  2. Students who wish to cancel their Housing and Dining Agreement after July 15 must petition to be released by submitting a written request and supporting documentation to the Office of Residence Life and Housing. If approved for release, the Housing Deposit is forfeited.
2. **Cancellation Prior to Occupancy for Continuing Students**
  1. Students who complete a Housing and Dining application during the Returner Housing Selection process may request to have their Housing and Dining agreement canceled with no penalty if a written request is submitted to the Office of Residence Life within 48 hours of submitting the complete application and agreement. *Students required to fulfill the two-year residency requirement have no grace period and are bound to the terms and conditions of the agreement.*
  2. Students who wish to cancel their Housing and Dining Agreement after the 48-hour grace period must petition to be released by submitting a written request and supporting documentation to the Office of Residence Life and Housing. If approved for release, the Housing Deposit is forfeited.
3. **Cancellation During Occupancy for All Students**
  1. Students leaving the university are entitled to a reimbursement of Housing fees based on the refund schedule found at <https://adminfinance.umw.edu/studentaccounts/refund-policy-and-schedule/>. Dining charges will be charged on a daily prorated basis until withdrawal from the university. The housing deposit is forfeited.

2. Students remaining at the university are responsible for the full room rate of the current semester and may only petition to be released from their housing and dining agreement for future semesters. Moving out of the assigned residence hall space does not entitle the student to any refunds for the current semester. If approved for release for a future semester, the housing deposit is forfeited.
3. Note: New, first-year students who sign an agreement to live on campus are bound by the two-year residency requirement and may not choose to change to commuter status without being released by the Contract Review Committee. Students obligated to the second-year fulfillment who do not participate in the Returner Housing Selection process will still be assigned a space and be held to the terms and conditions of the Housing and Dining Agreement, unless released under circumstances outlined in the cancellation policy.
4. No refund or cancellation of housing charges will be made to the Resident if the Resident is dismissed or suspended, has breached this Agreement, or has otherwise vacated the premises prior to the end of the contract period.

## **7. Additional Terms and Conditions**

1. Each resident is required to abide by all university and residence hall policies, and with dining services policies. Policies are communicated through the UMW Housing and Dining Services Agreement, the Student Handbook, the Code of Conduct, and Residence Life staff. It is the student's responsibility to be familiar with this information.
2. Breach of this UMW Agreement or violation of any University of Mary Washington policy may result in removal of the student from the residence hall with prior notice, except where the university determines that continued occupancy by the student may pose a danger to the life, safety or health of the student or other residents, in which case the resident may be removed without prior notice.
3. The Office of Residence Life and Housing may amend or cancel a student's UMW Agreement, if the university determines the student's actions, general behavior or continued presence in the residence hall jeopardizes or is reasonably likely to jeopardize the health, safety or well-being of the student or any other resident. If the UMW Agreement is cancelled, notwithstanding any other provision(s) in this UMW Agreement, the student shall be entitled to a refund of appropriate fees as outlined in Section 6.3.1.
4. In order to ensure the safe and efficient operation of the university, or to protect its interests or the interests of its employees or students, the university reserves the right to alter or cancel any UMW Agreement if it determines that a resident's behavior or criminal activity (regardless of when or where such behavior or criminal activity occurred) renders such an alteration or cancellation necessary. The university may decline to offer (or revoke an offer) on campus housing for the same reason. If the UMW

Agreement is cancelled, notwithstanding any other provision(s) in this UMW Agreement, the student shall be entitled to a refund of appropriate fees as outlined in Section 6.3.1.

5. The rights and privileges under the UMW Agreement are personal and may be exercised only by the student. The student may not transfer or assign any of the UMW Agreement's rights and privileges to another person without the university's consent. The university reserves the right to make all assignments and to make any assignment changes considered necessary.
6. Residence Hall room keys and access cards are the property of UMW and may only be used by the individuals issued the key/access card. Misuse, duplication, and/or sharing of UMW issued keys and access cards are prohibited and may result in lock changes, judicial action and/or cancellation of the Housing and Dining Agreement.
7. Students who withdraw from all classes during the academic year must vacate university housing and cease using university Dining Services immediately after the last date of attendance. Students who do not comply with this requirement will be held liable for room and dining charges beyond the last date of attendance and may be subject to university sanctions and/or legal proceedings.
8. Assigned residence hall rooms are to be used strictly as the student's residence and for no other purpose. Residents may not use the residence hall, the assigned room or any equipment or facilities found in the hall or the room (i.e. Ethernet connection) for purposes of conducting a personal business or engaging in any illegal activity.
9. The university does not assume any legal obligation to pay for the loss of or damage to items of personal property of the student which occurs in its buildings or on its grounds, prior to, during or subsequent to the period of the Housing and Dining Agreement. Each student is encouraged to carry appropriate insurance to cover any such losses.
10. The student is responsible for the condition and proper care of the room assigned to him or her and shall reimburse the university for all damages done within or to said accommodations during the term of the Housing and Dining Agreement. The student's responsibility for damage includes, but is not limited to, damage to room furnishings and damage caused from either inside the room or outside the room to doors, windows and screens. The student is subject to pro rata charges for damage to public areas in the assigned residence hall, when the identity of responsible persons can not be determined.
11. Alterations to the residence hall rooms, (including, but not limited to electrical wiring; attaching hardware to walls, ceiling or doors; constructing platform beds; or painting the room), are not authorized except in accordance with university policy, as issued by the Office of Residence Life and Housing.
12. If one of the occupants of a room moves or a room is not fully occupied, the student(s) who remain agree(s) to accept an assigned roommate(s) or to move to another room upon request. When possible, the Office of Residence Life and Housing will allow the remaining student to select a compatible

roommate, if desired. If the student is afforded this opportunity and does not select a roommate within 48 hours of the space being vacated, the Office of Residence Life and Housing will fill the vacancy either by consolidating assignment or assigning another student to the vacancy. Vacancies prior to the start of each semester will be filled at the discretion of the Office of Residence Life and Housing.

13. Residents, who misrepresent the truth, intimidate assigned or prospective occupants or otherwise attempt to manipulate the housing assignment process are subject to judicial action, an appropriate fee, reassignment, and/or cancellation of the Housing and Dining Agreement. Notwithstanding any other provision(s) in this Agreement, the student shall be entitled to a refund of appropriate fees as outlined in Section 6.3.1.
14. The University reserves the right to reassign, remove, or suspend (pending review) from the residence halls any student whose conduct exhibits disregard for the residential community, who violates the terms and conditions of residence hall occupancy, or who violates other University rules and regulations. The Assistant Dean for Residence Life and Housing and/or designee will make such determinations.
15. Assigned rooms may not be sublet, further assigned, or otherwise made available as a residence to anyone other than the individual designated by the university.
16. Students may explore room changes after the first two weeks of each semester by contacting their Area Coordinator. Students may incur an increase or decrease in their room rate based on the room type and location of the new assignment. Room rates will be prorated based on the student's actual date of their move.
17. Students may change rooms only after first receiving official authorization from the Office of Residence Life and Housing. Students who make an unauthorized room change may be required to return to their original assignment. Unauthorized room changes may result in an administrative charge or cancellation of the Housing and Dining Agreement.
18. Each resident is required to maintain his/her room in an acceptably safe and sanitary condition. The residence hall staff will periodically inspect the rooms to assess safety and sanitary conditions following a minimum of 48 hour notice.
19. The university reserves the right to enter a student's room /suite/apartment to perform routine or emergency repairs or maintenance. In such cases it is the student's responsibility to ensure access to the areas needing repair and to protect personal property against damage. The university also reserves the right to enter a student's room/suite/apartment as deemed appropriate for reasons including, but not limited to health concerns, safety concerns and suspected violation of university or residence hall policies.
20. At the termination of the UMW Agreement period, or when moving to a new room assignment, a student must turn in her/his key(s) and have the condition of his/her room assessed by residence hall staff as part of the residence hall check out procedure. The student(s) who vacates his/her



room without properly checking out will be billed the appropriate fee. In cases where damages are incurred beyond normal wear and tear, the student(s) will be charged for the expense involved in returning the room(s) to a usable condition. Students who chose to loft or bunk their beds must return them to their original condition upon move out. Students who fail to do so may be billed an appropriate fee for de-lofting or de-bunking the bed.

21. Personal property will be considered abandoned if left in or near the residence halls after a student vacates his/her room. Any trash will be discarded, and personal items will be held by Residence Life and Housing for a short period of time before being disposed of or recycled. Residence Life and Housing is not responsible for the condition of abandoned items. Students leaving trash or items in or near his/her room will be charged for improper check out and storage fees.

## 8. Dining Services Information:

1. Under this UMW Agreement, University of Mary Washington Dining Services will offer lunch and dinner seven days per week, during advertised meal hours, in the University Center, and breakfast Monday through Friday, during advertised meal hours, in the University Center. The meals will be available beginning the dinner meal period before the first day of classes and ending with the last full meal period before each official closing of the residence halls. The UMW Agreement holder may avail himself/herself of these meals according to the terms and conditions of the dining plan options he/she selects hereunder. Should the University Center become inoperable, the UMW Agreement holder agrees to accept, at the university's discretion, meals served at a temporary food service facility or a pro rata refund for missed meals.

**Important information:** Residents of the University Apartments and Eagle Landing are eligible for a reduced meal plan under this UMW Agreement. If any of these students move from a housing assignment with a reduced meal plan option (as listed above) to traditional housing they will be immediately provided with a 150 block meal plan and billed for same on a pro rata basis effective the date of the move. University dining facilities are closed during all break periods including the periods between semesters, Fall Break, the Thanksgiving Holiday, and Spring Break. Students moving from a traditional hall to an apartment style facility outside of the first two weeks of the semester must continue with their previously selected meal plan until the beginning of the next semester. Senior students (over 90 credit hours) who reside on campus may opt to the reduced apartment-style meal plan regardless of where they reside on campus. Students enrolled in the 1+2+1 Dual Degrees in Nursing program are eligible for select reduced meal plans. All first year students are required to take the Eagle Plan for their entire first year on-campus.

2. No adjustments in the charge for dining will be made for late entrances of 10 days or less or for absences of less than 14 days. Refunds will not be given

for meals missed due to academic scheduling problems, trips taken by the resident for academic or extracurricular purposes, or for conflicts with the student's academic or non-academic work schedules.

3. To be admitted to each meal available under this UMW Agreement, the student must present an operable university access card to the Dining Services cashier at the entrance to the dining facility. No refunds will be made for meals missed due to the student's failure to present an operable university access card.
4. Dining services refunds or reduced rates cannot be made because of special dietary requirements. However, Dining Services staff will work with students to identify available food options to meet the student's needs at no additional cost. Dining plans can not be reduced or waived for individuals who follow specific personal diet plans, such as vegetarian or vegan diets.
5. All resident students have the option of selecting a resident meal plan option, if no choice is made students are automatically placed on the least expensive resident meal plan option available for their residential assignment. All students (with the exception of first-year students who are required to remain on the Eagle Plan for the duration of their first year) have the option to change their meal plan selection (within resident plans offered). Meal plan changes must be requested by the first day of classes each semester. After the first day of classes, changes to meal plans are no longer accepted.
6. Students changing from a less expensive plan to a more expensive plan option will be required to pay for the full meal plan regardless of the date of the change. The amount for the less expensive plan will be removed from the account.

**In consideration of the UMW Agreement to provide the student a space in the university residential facilities, and one of the offered dining meal plans, I hereby agree to comply with the provisions of this UMW Agreement and to pay in full for room and board in accordance with the billing instructions from the University of Mary Washington for the entire 2020-2021 academic year. The terms and conditions of this UMW Agreement cannot be altered without the consent of the university.**