

# HOUSING TERMS AND CONDITIONS

## PREAMBLE

As part of its distinctive academic mission, Longwood is a residential institution and strives to provide a variety of housing options for all full-time, undergraduate students who wish to live in University managed housing. As part of the Longwood experience, new first year undergraduate students are required in their first three years to live in University managed housing.

In most cases, the Longwood University Housing Terms and Conditions (henceforth known as Terms and Conditions) are for the full academic year (August - May). In cases where students enter into housing after the start of the academic year, Terms and Conditions will apply for the remainder of the academic year. In cases where a student is housed for a summer academic term, the Terms and Conditions shall apply for the sessions for which Residential and Commuter Life (RCL) has provided the student housing. Residents are responsible for compliance with all conditions, rules and regulations as stated herein.

Prior to the submission of an on-line application, the student has indicated that he/she has read and agrees to the Terms and Conditions. It is recommended that a copy of these Terms and Conditions be printed for personal records.

The Longwood University Student Handbook and any adoptions, alterations, or decisions made by the Board of Visitors shall preclude all provisions set forth in the Housing Terms and Conditions. Students are expected to comply with all pertinent procedures, rules and regulations found in the Longwood University Student Handbook.

## GENERAL INFO

### *APPLICABILITY OF HOUSING TERMS AND CONDITIONS TO UNIVERSITY MANAGED HOUSING*

All Terms and Conditions stated in this document apply to residents of University managed apartment communities and residence halls. In addition, residents of these communities may be subject to additional rules, regulations, and procedures as outlined in subsequent addendums. Residents of University managed apartment communities may also enjoy additional benefits, which RCL staff will communicate as they become available.

### *INAPPLICABILITY OF THE VIRGINIA RESIDENTIAL LANDLORD AND TENANT ACT*

This document outlines the terms and conditions under which Longwood University will license residents the ability to occupy a unit of student housing. This document is not a lease. Therefore, Virginia Landlord and Tenant laws and the Virginia Residential Landlord and Tenant Act (VRLTA) do not apply. Longwood University is not obligated to follow civil court proceedings related to removal of the resident and the resident's property from the unit, but may automatically remove the resident and the resident's property from the unit if Longwood University determines that these Terms and Conditions have been violated or the resident otherwise does not qualify for housing.

### *FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT*

Residential and Commuter Life may release personally identifiable information from a resident's educational record (which could include information regarding a disciplinary action) without the

resident's consent when deemed a health and safety emergency as provided for by the Family Educational Rights and Privacy Act(FERPA).

### *SEVERABILITY*

The Housing Terms and Conditions set forth in this document are severable. Should any portion of the Terms and Conditions be determined to be legally unenforceable, the other portions of the Terms and Conditions shall remain in force.

### *ENFORCEMENT*

Should Longwood University incur any expenses in the enforcement of these Terms and Conditions, the resident shall be responsible for the costs of such enforcement including, but not limited to, attorney or collection fees.

### **ELIGIBILITY**

Only undergraduate students enrolled at Longwood University or others authorized by RCL are permitted to reside in University managed housing. All enrolled undergraduate students must live on campus unless otherwise released, and notified in writing that they have been approved to live off campus. Conditions for release from the Residency Requirements are available in the Office of Residential and Commuter Life and in the Longwood University Student Handbook.

Residential students are encouraged to maintain a course load of 12 or more credits, but are required to maintain enrollment in at least one class. This policy is designed to maintain the commitment to an educational residential environment.

### *TERMINATION*

It is understood that any violation by the resident of the agreed upon Terms and Conditions, or of any pertinent policy and procedure in the Longwood University Student Handbook, shall result in penalties ranging from warning to expulsion from Longwood University and termination of the Terms and Conditions. Termination of the Residence Hall Provisions of the Terms and Conditions agreement shall not result in termination, diminution, or rights pursuant to the Meal Plan provision.

### **ROOMS/ASSIGNMENTS**

An Office of Residential and Commuter Life designee assigns new students to rooms based on preferences submitted through the online Student Housing Gateway. RCL does not discriminate in any of its practices based on race, sex, color, national origin, religion, sexual orientation, age, political affiliation, veteran status, or disability. RCL does make assignments based on bona fide educational goals such as established learning communities, international placement programs, and considerations of gender classifications.

Returning students participate in the self-assignment process using the online Student Housing Gateway during the advertised room and meal selection process. If students should fail to participate in the housing selection process, they will be assigned to a living space at the discretion of the RCL office.

Students are responsible for living in University managed housing for the entirety of the academic year unless otherwise released. Subject to available space, Residential and Commuter Life will make every reasonable attempt to assign rooms according to student preferences. Residential and Commuter Life does not guarantee assignment to a particular room, building, type of accommodation or with a mutually preferred roommate. RCL will honor requests for room changes if a move is deemed essential and is authorized by a designated agent of the Office of Residential and Commuter Life. RCL may initiate administrative room changes based on the need to consolidate assignments, because of disciplinary action, due to a facility concern, or for other reasons in response to unforeseen circumstances. Unauthorized room changes may result in a monetary fee, reassignment, and/or removal from University managed housing as well as disciplinary charges. Room changes are not permitted during the designated room freeze period. Residential and Commuter Life will determine the duration of the room freeze period, which will be publicized via the RCL website.

Students wishing to request modifications in housing based on a medical concern or a documented disability should contact the Office of Disability Resources.

### *TRANSITIONAL HOUSING*

When the number of beds in a given unit is equal to the optimum number of beds the unit was built to house, this is known as "standard occupancy." Assignments will normally be made in a standard occupancy room in residential spaces. However, demand for housing may require that the University create additional spaces in standard occupancy rooms for temporary housing, also known as transitional housing. In addition to assigning students to temporary transitional spaces in standard occupancy rooms, necessity occasionally dictates the need to convert other spaces such as lounges into living spaces. RCL will reassign students assigned to transitional housing into standard occupancy spaces as they become available.

Students still assigned to transitional housing after the sixth full week of classes will receive a prorated credit toward their fall semester housing charges. Students who are offered reassignment prior to this date will not be eligible for the prorated credit.

### *CONSOLIDATION*

Residential and Commuter Life reserves the right to reassign students in an effort to consolidate vacancies should a need arise. Failure to comply with instructions to change rooms after three days may result in disciplinary charges and/or the removal and/or storage of a resident's possessions at the resident's expense.

## **OCCUPANCY/FACILITIES**

Residents may only occupy assigned rooms during the recognized academic calendar period. Main campus rooms must be vacated between the Fall and Spring semesters (known as Winter Break), but may be occupied during all other break periods (Fall Break, Thanksgiving and Spring Break) with prior permission from the appropriate Residential and Commuter Life designee. University managed apartments may be occupied during all break periods during the recognized academic calendar year with prior permission from the appropriate Residential and Commuter Life designee. Occupancy ends when University managed housing is closed, which occurs in early May, at the conclusion of the academic year. RCL licenses summer school housing separately from the standard academic year occupancy process. Persons found in closed halls without explicit permission from a RCL designee may be subject to disciplinary and/or criminal action.

There will be no reduction in cost for late arrival or early departure during the recognized academic calendar period. Rooms will be held for the first week of the semester unless prior arrangements have been made with the Office of Residential and Commuter Life. RCL will classify students who have not arrived to their assigned spaces after the first week of the semester as “no-shows” and access to their assigned spaces will be terminated. RCL reserves the right to reassign “no-show” students’ spaces at their sole discretion. Students experiencing extenuating circumstances should communicate special situations with RCL as soon as possible to avoid the complications of being categorized as a “no-show.” Residents who are still enrolled and vacate the residence halls during the academic year will continue to be liable for room and board charges that may accrue against their accounts for the remainder of the academic year.

### *MAINTENANCE*

Longwood University will provide and maintain furnishings, fixtures and utilities in each residence hall and apartment community. Failure of utility services does not render the University liable for inconvenience to residents or damage to property. This also does not reduce room charges or relieve residents of obligations under the Terms and Conditions.

Except where abuse or vandalism is involved, Longwood University will pay repair costs. In the event that Longwood University cannot repair damaged items, replacement or substitution of repaired items will occur as soon as such items can be obtained. Residents should immediately report maintenance problems or dangerous/hazardous conditions to residence hall staff or Campus Police. Residents should submit routine work orders through the online submission process.

### *THEFT/DAMAGE*

Longwood University does not assume any obligation to pay for injury to person or loss/damage of property that occurs in its buildings or on its grounds at any time. Residents assume the risk of loss of personal property they bring into their unit. Residents are strongly encouraged to ensure that their personal property is covered either through homeowners insurance or through the purchase of appropriate personal property insurance (known as Renter's Insurance) to cover personal property damage or loss.

### *DAMAGES*

Residents should maintain their own rooms and common space in an orderly, safe and sanitary condition. All Longwood provided furniture must remain in the assigned location at all times. Students should use furniture in a manner consistent with the intended purpose and design.

Residents are responsible for damages to their assigned accommodations including damage or loss to the provided university furnishings and fixtures. The resident agrees to pay for the restoration of the property to its original condition as documented on the Room Condition Report at the time of occupancy, or for repairs/replacement. At the time of occupancy, students are provided three days to access the room condition report in the student housing

gateway. Student's may review the room condition report and update the condition of items during this time. Once the three day period has ended, no additional changes may be made to the room condition report. Once the three day period ends, the room condition report will be in approved status and the student will be held responsible for the condition of the room as noted on the report. Other individuals may take responsibility for damages and make restitution as appropriate. In addition, the resident is responsible for any damage to or loss of property caused by their guests. Residents are responsible for their portion of community charges. Therefore, RCL will divide charges amongst the appropriate residents for damages found in common areas. RCL also reserves the right to charge residents financially for any cleaning which may need to occur because of the resident's behavior. Finally, RCL may assess storage and/or removal fees for personal items left in units or common areas after a resident's occupancy ends. According to the Student Handbook, Longwood University uses email as the official means of communication and the Office of Residential and Commuter Life will utilize these email addresses to inform residents about any charges for cleaning or damages. Notification regarding any special cleaning necessitated by improper care of rooms, furnishings or appliances or facility damage/repair costs (caused beyond normal wear), is sent via Longwood University email approximately 30 calendar days following the occupancy termination date or the recognized last day of an academic semester. Residents will have approximately 15 calendar days to submit an appeal to dispute any assessed fee(s).

### *ROOM ENTRY*

Longwood University reserves the right to authorize employees or designees to enter residents' units. Reasons for entering residents' units may include taking inventory, fire protection, sanitation, safety inspections, or rule enforcement. Other factors that may warrant room entry by an appropriate designee include preventive maintenance or repairs, to evaluate conditions that could affect the health or safety of residents, controlling the rooms in the event of an epidemic or emergency, or for any other purpose in accordance with University policy. The resident is not required to be present at the time of inspection or other entries described above. RCL will conduct designated fire, health and safety inspections at least twice a year.

### *LONGWOOD UNIVERSITY RESIDENCY POLICY*

As part of its distinctive academic mission, Longwood is a residential institution and strives to provide a variety of housing options for all full-time, undergraduate students who wish to live in University managed housing. As part of the Longwood experience, new first year undergraduate students are required in their first three years to live in University managed housing. After completing their first three years at Longwood, undergraduate students are not required to live in University managed housing. Students eligible not to live in University managed housing must provide notification of their decision to live in housing outside the University and must provide the Registrar's Office with an up-to-date local address.

Students will be required to pay for room and board prior to moving into Longwood-managed housing, and Housing Terms and Conditions remain in effect for the entire

academic year (August through May).

**Exceptions to the Residency Policy:**

Exceptions concerning residency in University managed housing during a student's first three years may be approved for the following reasons, but approval is not guaranteed. Each appeal for an exception will be made based on individual circumstances at the discretion of the Director of Housing:

- Students who are twenty-three or older prior to the beginning of the fall semester.
- Students who are married, with a verified marriage license.
- Students who serve as legal guardians for a minor.
- Students who live at a permanent address with parent(s), grandparent(s), or legal guardian(s), with a notarized letter verifying occupancy.
- Rising Juniors who face a particular hardship or recognized necessity.

Requests for exceptions should be submitted in writing to the Director of Housing prior to or during the housing application process. As with any matter of honor in University Life, students who knowingly provide false information in order gain an exception to the Longwood University Residency Policy will be charged with violating the Longwood Honor Code.

**Housing Intent Notification and Local Address:**

Rising seniors may choose not to live in University managed housing and instead choose to live in housing outside the University.

For purposes of University planning and public safety, students who intend to live in housing outside the University must submit an Intention Form during the Housing Intent Notification period that is specified each year, and they must likewise in a timely fashion provide an up-to-date local address.

In light of University planning and public safety needs, students who do not submit an Intention Form during the specified notification period but who plan to live in housing outside the University must submit a letter of appeal to the Residential and Commuter Life (RCL) Office.

Students moving to housing outside the University must also attend an orientation at which they will finalize information connected with their Intention Form and receive an overview regarding their rights and responsibilities in the Farmville community as private tenants and residents.

**Procedures to Submit an Appeal:**

Students wishing to appeal an RCL decision, to seek an exception to University residency policies, or make the decision to live off-campus outsized of the specified notification period should submit a letter of appeal through the Student Housing Gateway. All appeals will be reviewed by the Director of Housing.

## **Procedures to Return to Longwood-Managed Housing:**

Former residential students returning from internships, student teaching, study abroad opportunities, or residing off-campus, must contact RCL in writing if they want to participate in the Longwood-managed housing application process.

## **Commuting Distance Guidelines**

If a contracted residential student is assigned to student teach, intern, or participate in a practicum experience during spring semester at one of the eight local county schools (Amelia, Appomattox, Buckingham, Charlotte, Cumberland, Lunenburg, Nottoway, or Prince Edward), they are expected to continue campus residency. If academic placement is located outside these counties, mid-year release from the Longwood University residency contract is permitted. Enrolled students living at home with parent(s), or legal guardian(s) should not exceed the recommended eight local counties (Amelia, Appomattox, Buckingham, Charlotte, Cumberland, Lunenburg, Nottoway or Prince Edward) criteria. A written appeal letter must be submitted for traveling distances that are greater than these listed counties or that extend 45 miles from campus.

## **MISCELLANEOUS**

### *BUSINESS ENDEAVORS*

Longwood University maintains a residential campus in order to serve the University's educational mission. Due to this, residence halls are not an appropriate venue in which to operate a business. Residents may not create or operate a business from any residential community.

### *GUESTS*

The Student Handbook outlines all guest policies for residential spaces. Only assigned residents may inhabit rooms. RCL reserves the right to no longer allow residents to host guests and to remove guests from University managed housing facilities. Please refer to the Student Handbook further information regarding the guest policy.

## **MEAL PLAN TERMS AND CONDITIONS**

The Longwood University Meal Plan Terms and Conditions are for a full academic year (August – May), or if entered into after the start of the academic year, for the balance of the academic year. A meal plan is mandatory for all residential students that reside on the main campus or within a Longwood managed apartment.

Longwood University shall provide meals on a regular basis subject to the Food Service board contract. Lancer Cards are required for meal plan access. Residential students (new and returning) select a meal plan as they complete an on-line room and meal application. Prior to submission of the on-line application, a student has indicated that he/she has read and agrees to the terms and conditions of the Housing and Meal Plan Conditions. It is recommended that a copy

of these terms and conditions are printed for personal records. Submission of an on-line application will be considered legally binding. Only the student is permitted to use the purchased meal plan. Meal plans are not transferable nor are they intended for resale.

Changes to a meal plan selection must be reflected on the billing statement. Residents failing to select a meal plan prior to the first day of classes will be assigned the default meal plan. If a student upgrades or downgrades a meal plan on or before the semester deadline, the student will be charged for spent Bonus Dollars and prorated daily rate for meals. Meals not eaten shall not be saved from one week to the next with the exception of the Block Meal Plan. Lancer Cards are not transferable and a replacement fee will be charged for lost cards.