2019-2020 Housing Semester Contract for The Gallery at Alexandria

Terms and Conditions

THE HOUSING CONTRACT

Virginia Tech seeks to provide housing for Virginia Tech students and associated faculty and staff participating in programs in the Virginia Tech Northern Virginia Campus region utilizing the Gallery, a residential apartment property owned by the Virginia Tech Foundation and managed by the Virginia Tech Division of Student Affairs / Housing and Residence Life department. The property is located at 207 South Patrick St, Alexandria, Virginia 22314. Each resident is required to sign a Housing Contract prior to occupancy. Residents 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 resident and the University.

TERMS & CONDITIONS

1. Eligibility: Gallery housing is open to undergraduate, graduate, or professional students and faculty, who are single or married and are not residing with spouse and/or family. Any individual living in the Gallery must have a direct affiliation with the academic mission of the University and its programs which must be approved at the discretion of Housing and Residence Life. Only individuals with an active housing contract may occupy the space. No portion of the premises may be sublet or assigned. 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 semester (fall, spring, or summer semesters) as defined by the Housing and Residence Life Gallery-specific website and specific postings regarding move-in and move-out dates. Residents requesting occupancy for additional semesters must complete a separate agreement for each semester. The ability to extend occupancy for additional semesters is dependent on demand for space by university programs.

3. Period of Occupancy: A resident's right to occupancy shall begin not earlier than the first day the Gallery 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. The Gallery is closed during the three (3) semester breaks in the academic year calendar. Exceptions can only be made through prior written agreement between the resident and the Housing and Residence Life (HRL) Resident Manager. If a resident wishes to stay over during a semester break, it is the resident's responsibility to secure this approval no later than 30 days prior to the end of the semester. Residents must check out of their room/unit with the HRL Resident Manager on or before the last posted date and time for the academic session.

4. Prepayment: A $500 prepayment accompanies the return of the Housing Contract. The prepayment will be applied to the semester housing fees and to the $150 refurbishment fee charged to each resident, and is refundable only if the applicant does not attend the University, or ceases affiliation with the academic mission of the University, and notifies Housing and Residence Life in accordance with procedures outlined under Cancellation Policies. If a resident moves between units, an additional $150 refurbishment fee may be assessed per unit occupied.

5. Room Payments: Fees are due and payable in advance, and upon official notice from the University prior to each semester. Residents of the Gallery may choose to pay the entire semester charge or split the charges into two payments. Payments will be processed through the Virginia Tech University Bursars office. Information regarding payment methods, including online payments, billing, and late fees/other penalties can be found at www.bursar.vt.edu.

6. Dining Services: Dining Services are not provided. Each unit has a kitchen for resident use.

7. Room Assignments: When a resident contracts with the University for housing, they contract for a bed space in the Gallery, not a specific room or unit assignment. Although every effort is made to honor specific roommate, unit, and room requests, space limitations and high demand may prevent honoring all requests. Roommate preferences can be honored only if both residents request each other as roommates. In making or changing unit/room assignments, Virginia Tech complies with all federal and state regulations regarding nondiscrimination. Unit and room assignments will
be made according to the date that the applicant’s contract and prepayment is received. Unit/room changes are permitted based on space availability.

8. **Room Occupancy:** Single, double, triple, and quadruple occupancy units are available. Residents are expected to pay for the occupancy level for the unit they are assigned. If an occupant moves from the unit, Housing and Residence Life reserves the right to assign a new roommate, or to reassign the remaining resident to another room/unit to consolidate space. The resident agrees to accept an assigned roommate.

Residents are expected to occupy their assigned apartment. Residents 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) to the vacated assignment as directed. Failure to return key(s) as directed will result in billing for associated lock change(s). Residents remain liable for room-and-board charges during the life of the contract. Residents returning during the contract period will be reassigned to an available space.

9. **Guests:** Occasional visits by guests, not to exceed three (3) consecutive days during any semester, are permitted without the prior written consent of the Housing and Residence Life staff; however, the presence of guests is subject to the approval of other residents sharing the unit/room. The resident is responsible for the behavior of their guest.

10. **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. **Residents (and/or their parents or guardians) are strongly encouraged to purchase and maintain appropriate insurance to cover such losses.** The resident shall do nothing and permit nothing to be done on or about the premises that will increase the cost of or cause the cancellation of any fire or other insurance policy covering the premises.

11. **Furniture:** Housing and Residence Life will provide furnishings as part of the unit to include the following: one twin bed per resident, nightstand per resident, bureau per resident, sofa or loveseat per unit, end tables per unit, kitchen table per unit, and chairs per unit. Residents shall not move furniture outside of the units for any reason. Any additional furniture or objects weighing more than 75 pounds must be approved in writing by Housing and Residence Life prior to being brought into the facility.

12. **Resident Expectations:** The resident is responsible for several items, including but not limited to:

   a. Maintaining the room/unit in a clean and sanitary condition and disposing of all trash, garbage, and waste in a designated refuse container.
   
   b. Using and operating all appliances, equipment, and systems in a safe and responsible manner. The resident shall not overload any electric circuit or other building system.
   
   c. Furnishing and replacing all light bulbs as needed.
   
   d. Maintenance of all furniture, carpeting, and flooring in a clean and good condition.
   
   e. Maintaining the room/unit in such a manner as to prevent the accumulation of moisture and the growth of mold. The resident will immediately report any accumulation of water or visible presence of mold.
   
   f. Promptly reporting any defect, damage, or breakage affecting the room/unit or general premises for review and/or repair.
   
   g. Controlling and eliminating household pests including, but not limited to, fleas, ticks, bed bugs, roaches, silverfish, ants, crickets, and rodents during occupancy. If the resident is not able to control such pests, they should report the condition to Housing and Residence Life to prevent the spread to other rooms/units. Upon vacating the premises, the resident shall be responsible for the costs of elimination of all such pests or vermin. In the event that bed bugs are suspected or noted, the resident shall immediately notify Housing and Residence Life.
   
   h. Shall not place or display any sign, advertisement, or notice on any part of the premises without written permission from Housing and Residence Life.
   
   i. Notifying Housing and Residence Life of the resident's planned move-out date at least 5 days prior to departure, and if appropriate, their desire to be present at the move-out inspection of the room/unit. If such request is not made, the move-out inspection will proceed without the resident being present.
   
   j. To insure at move-out that the room/unit, including the kitchen, baths, and all appliances, furniture, floors, walls, and windows, are thoroughly cleaned, that trash is removed, and that personal belongings are removed. Also all light bulbs should be in working order and all keys/fobs are returned to the Housing and Residence Life representative.
k. Understand that housing, such as the Gallery, built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not maintained properly. Lead exposure is especially harmful to young children and pregnant women. The resident acknowledges this information.

l. Acknowledging that pets are not allowed in the Gallery beyond a 10-gallon aquarium with aquatic pets that cannot live outside of the water.

13. **Resident Liability:** The resident is responsible for the condition of the assigned unit 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.

Residents shall not deliberately destroy, deface, damage, impair, or remove any part of the premises, nor permit any person to do so. The resident shall pay for any repairs or replacements made necessary due to deliberate, accidental, or negligent acts or omissions of the resident, the resident's family, or the resident's guests.

Residents shall not drive any nails, screws, plant hooks or other devices into the walls, floors, doors, ceiling, or woodwork. Any adhesive material used must remove cleanly and completely without damage to the facility upon removal.

Residents must complete a room/unit condition form upon arrival to certify the condition of the assigned unit. Failure to submit the completed room condition form within 3 days of occupancy shall mean that the assigned room/unit is in perfect condition and the resident assumes full responsibility for any damages noted upon move-out.

14. **Room Entry:** The University reserves the right to enter into units and individual 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.

15. **Room Check-Out:** Any resident 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.

16. **Room Change & Contract Termination:** Room assignments and occupancy 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 resident. 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 judicial action, interim suspension of occupancy pending administrative review of a situation, and/or subsequent termination of the Housing Contract.

17. **Vehicle Parking:** No motor vehicle, trailer, or motorcycle shall be parked on the premises without current license plates and appropriate parking pass. No one other than residents that pay to park may use the Gallery parking lots at any time. Parking is available on a first-come, first served basis. Residents may purchase a parking pass for $175.00 per academic session (fall, spring, or full summer session). The number of available parking permits are limited.

18. **Utilities, Services, and Maintenance:** Housing and Residence Life shall furnish all utilities to the residential units except phone, internet, and cable television services. Except as otherwise noted, Housing and Residence Life shall maintain the premises in good repair and tenantable condition and shall be responsible for repairs not due to the fault or negligence of the resident or their guest(s). Included service includes existing built-in heating and air-conditioning equipment, plumbing, lighting fixtures, installed flooring, smoke and heat detectors. Residents may not alter or disengage the smoke/heat detectors.

19. **Resident Communications:** The resident agrees to keep current their phone number, e-mail address, and mailing address, including a forwarding address following occupancy for the period of three (3) months with Housing and Residence Life. Many notices and other routine communication with residents will be sent via e-mail to the listed address.

20. **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 or local/state police.
21. **Conduct Action**: Student residents who are placed on deferred denial of housing or denial of housing conduct sanctions are not eligible for a housing contract during the next academic session. If the student resident 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.

22. **Rules & Regulations**: Rules and regulations outlined in the *Graduate School Catalog*, the *Graduate School Policies and Procedures Manual*, the *Hokie Handbook, University Policies for Student Life, Room and Board...And So Much More*, 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.

Although this facility is primarily allocated to students, non-student residents should familiarize themselves with rules and regulations listed above as these expectations for behavior and operations apply to all residents regardless of student status.

**CANCELLATION POLICIES**

Contract cancellations and other notices must be submitted in writing to Housing and Residence Life. **Notifications submitted to other offices do not comply with requirements, and requested official action will not be assured.** Notification by e-mail to housing@vt.edu is acceptable. If mailed, the date on which notices are postmarked will constitute the basis for determining applicant compliance with deadlines. It is recommended that residents mail any such cancellation notices via Certified Mail.

**Cancellation Prior to Occupancy TO LIVE OFF CAMPUS:**
1. The contract shall be canceled if written notice from the applicant by 30 days prior to occupancy.
2. The $500 housing prepayment is forfeited.

**Cancellation Prior to Occupancy DUE TO NON-ENROLLMENT:**
1. The resident will receive a refund of the $500 prepayment and the contract shall be cancelled if written notice that the applicant will not be enrolled in the university/academic affiliation is postmarked by 30 days prior to occupancy.
2. No refund will be authorized after 30 days prior to occupancy.

**Cancellation after Occupancy Commences:**
1. Residents 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 resident 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, Housing and Residence Life may release a resident 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 suspension from the University or the academic affiliation ceases.
5. Residents who cease enrollment in classes or end their academic affiliation before the end of the first six weeks of the fall, spring, and full summer semesters or the first two (2) weeks of any 6-week summer session are eligible for a partial refund. A resident leaving after this time will be charged full room fees.

You should retain these terms and conditions for your reference. Remember: the Terms and Conditions of the Virginia Tech Housing Contract are legally binding.