

CHRISTOPHER NEWPORT UNIVERSITY

2019-2020

Housing and Dining Services Contract

This document establishes the terms and conditions of student occupancy in University owned Residence Halls and related mandatory participation in one of four University Dining Services meal plans where applicable. Acceptance of its terms creates legally enforceable rights and obligations.

This contract may not be waived, modified, or reassigned.

Nothing in this document limits the authority and power of the Board of Visitors of Christopher Newport University to establish policy; rules and regulations, which shall be applied upon their effective, date and operate prospectively unless otherwise stated. Such action by the Board of Visitors may unilaterally modify the terms of this contract expressly or by implication.

I: Eligibility

During the fall and spring semesters, in order to be eligible to reside in University Owned Residence Halls, a student must be currently enrolled and registered full-time at Christopher Newport University.

If a student, residing in University Owned Residence Halls ceases to maintain a full-time course load (12 credit hours undergraduate) they must notify the Office of University Housing. If the demand for on-campus residence makes it necessary, students registered for less than 12 credit hours may be required to vacate their assigned space.

Students are required to provide the necessary Immunization documents according to the University's immunization policy. Students who do not meet this requirement shall not be permitted to move into a University residence hall.

II: Assignment of Housing

The Office of University Housing makes all room assignments for freshman students. Christopher Newport University does not guarantee assignment to a particular room, building, or type of accommodation.

Returning students will be assigned to a space by participating in a Housing Lottery. The Housing Lottery will be available to all eligible students currently residing in University Owned Residence Halls and students studying abroad in a CNU sanctioned program.

Residents are required to move into their assigned room. Residents may not change their room assignment without prior approval from the Office of University Housing. Requests to change rooms or roommates must be approved by the Office of University Housing. Unauthorized room changes will result in a \$150 charge and the resident shall be required to move back to their original assigned room. Violations of this term may also result in disciplinary action. After the close of the roster verification period, or after the second week of the semester, residents may request a room change and may be subject to additional administrative and housing fees if the request is granted.

If a space becomes available in any room for any reason, the Office of University Housing may fill the vacancy and/or consolidate available space by moving residents.

The University reserves the right to reassign space as needed.

Residents may not allow anyone else to reside in the space assigned.

III: Term of Contract

This contract is effective and binding upon signature

Housing and Dining Services contract is for the entire academic year to include the fall and spring semesters. The terms of the contract begin on the date the student electronically signs this contract, and concludes on the last day of the period of occupancy. Financial obligations unpaid on that date shall remain enforceable, owed and collectible.

Failure to occupy assigned space on designated move-in day, without authorization from the Office of University Housing, may result in the loss of an assigned space, termination of the contract, and forfeit the \$250 housing deposit.

Students who are issued hard keys for their individual bedrooms shall not share that key with any individual or duplicate issued keys.

Residence halls will be closed during the Thanksgiving, winter and spring breaks unless announced otherwise, with the exception of CNU Apartments, CNU Crossing, CNU Village, Greek Village, CNU Landing, and Rappahannock River Hall. Occupancy in closed residence halls during breaks is not permitted.

Graduating seniors whose term of occupancy concludes prior to graduation may continue to occupy assigned housing until 12 Noon the day after commencement without additional charge.

CANCELLATION OF THE CONTRACT

By The University

The University may unilaterally cancel this contract under the following circumstances:

1. The University may terminate or temporarily suspend performance of any part of this agreement without notice in the event of an exigency that would make continued operation of student housing and/or dining service impracticable.
2. **Dismissals or Suspensions:** The contract will be cancelled without a refund if a student is dismissed or suspended from the University or from University Housing. The housing deposit is also forfeited. The resident will be responsible for room and meal plan fees through the end of the semester in which the judicial decision occurs. In addition, fees for damage to University property may also be assessed.
3. **Denied Admissions:** A contract that has been signed and returned by the student and accepted by the University, will be cancelled if the student is denied admission. The entire housing deposit will be refunded.
4. **Rescinded Admission:** Residents who have their admission rescinded will forfeit the entire housing deposit and will be released from further obligations.
5. Failure to pay room and board fees by the deadline set forth by the business office will result in the termination of occupancy.
6. If the University determines that the continued residency would pose a danger to the general well-being of members of the residential community, the resident may be removed from housing immediately. Any applicable damages to University or residence hall properties will be assessed. The student will remain obligated to pay the balance of room and meal plan charges due for the contract term.

By The Student

5. **Academic Year (fall & spring semesters) Contracts for prospective students:** The prospective student may cancel their housing contract and request a \$100 refund of the Housing Deposit through June 30, 2019. Prospective students who cancel after June 30, 2019 or who do not show up at fall check-in will have the contract canceled and the entire housing deposit forfeited.
6. **Returning Student Contracts:** Returning students who participate in the Housing Lottery and receive a room assignment have five business days from the conclusion of the Housing Lottery to cancel their contract. They will forfeit their Housing Deposit and will be released from further obligations. After the five-day period, unless approved for a tuition refund, students shall be held financially responsible for the entire housing contract whether

or not they return and occupy the assigned room.

7. **Withdrawals:** After occupancy, students who withdraw from Christopher Newport University will receive a prorated refund of room and board charges based on the date set forth for tuition refund by the Business Office.

8. **Medical Withdrawal:** Refunds to students who have medically withdrawn are available at a pro rata amount. Other withdrawals are available up until the tuition refund date.

9. **Military Withdrawal:** Students that have been approved for a military withdrawal will receive a prorated refund of their room and board fees even if the withdrawal occurs after the tuition refund date set forth by the Business Office.

DINING SERVICES

A meal plan is required for all first-year residents and upper-class residents living in suite-style units (York River Hall, Santoro Hall, Potomac River Hall, James River Hall suites, and Warwick River Hall). First-year residents must have either a 14 or 19 meal plan. Upper-class residents in a suite-style unit may select from a 10, 14 or 19 meal plan. Five meal plans are only available to residents who reside in a unit with a kitchen or commuter students. Access to a community kitchen does not qualify residents for the five meal plan or no meal plan option.

Meals will be served during the hours designated by Dining Services. Meal plans are not in effect during designated campus breaks. No credit adjustments or refunds will be given for missed meals or unused dining dollars.

The meal plan shall remain in effect for the entire academic year unless a new Meal Plan Agreement form is submitted to the Office of University Housing. Meal plan changes must be received by 5pm on the first day of classes. Meal plan cancellations and changes may be requested between the fall and spring semesters and must be received by 5:00 pm on the first day of the spring semester.

Any resident who has not selected a required meal plan by 5:00 pm on the first day of classes will be administratively assigned the most comprehensive meal plan and notified by the Office of University Housing and be obligated to pay for the plan assigned.

Any resident who moves from meal-plan optional housing to residential housing where a meal plan is required, will be immediately provided with a meal plan and obligated to pay for the same on a pro rata basis effective the date of the move. Residents moving from a room without a kitchen to a room with a kitchen may file an appeal to cancel or change their meal plan. A resident who is released from a residential housing contract is automatically released from the meal plan.

IV: Financial

RATES AND PAYMENT

The resident agrees to pay the rates that are established by the Board of Visitors for the 2019-2020 academic year. No refund will be given for unoccupied space or unused meals during a university closure.

Room and Board fees must be paid in full prior to occupancy or there must be a pending financial aid award verified by the Financial Aid Office.

Residents will be notified of their initial charges via their student email account 30 days prior to the payment deadline. Residents are responsible for any outstanding balances on their account throughout the year. A Registration hold will be placed on student accounts for unpaid balances and all accounts must be settled prior to registering for the next semester's classes.

HOUSING DEPOSIT

The \$250.00 housing deposit is allocated from the \$500 Enrollment Fee that is paid by the incoming freshman student at the time of acceptance to the University. Incoming transfer, readmitted, or new to housing students, who are not required to pay the Enrollment Fee, must pay the \$250 Housing Deposit.

After the conclusion of the term, residents who are not required to live on-campus and do not renew their contract will receive a refund of their housing deposit less any cleaning or damage charges.

The housing deposit will remain in the student's account as long as they reside in the University's residence halls and will carry over to the next academic year if the student participates in the University's Housing Lottery. A minimum balance of \$100.00 on the deposit is required in order for students to participate in the housing lottery.

DAMAGES, FIRE AND THEFT

Each resident is financially responsible for damages to the room they occupy, and for damage or loss to the furnishings and fixtures, the University placed there. **The resident agrees to pay for the restoration of the property to its original condition at the time of occupancy, and for repairs or replacement (except normal wear and tear).**

Damage charges to common spaces shall be divided and charged equally among the residents assigned to the unit. If one or more roommates accepts responsibility for the charges, a written statement signed by the responsible party must be attached to the Room Condition Form and submitted to the residence hall staff so appropriate fees may be assessed

Residents and guests shall not tamper with fire extinguishers, smoke detectors, fire alarm horns; pull stations or other fire equipment. Violation of this regulation is a serious offense which may result in the resident being removed from housing, denied future on-campus housing, campus judicial action and possible legal action at the University's discretion.

The resident may not remove or alter University furnishings from the assigned room. Removal of residence hall property from its appropriate room is considered theft. A resident will be subject to disciplinary action and/or fined a minimum of \$30.00 for this violation.

Residents assume the risk of loss of personal property they bring into their room and onto the campus. The University is not responsible for safety or security of personal property.

The resident is responsible for advising the University of any issue or malfunction of facilities. Further, the resident agrees to utilize public areas of the residence hall and residence hall equipment and furnishings appropriately.

All damage charges are due immediately upon receipt of the bill. Failure to pay charges promptly shall be treated as a default of these contract obligations and result in denial of further meals, cancellation of housing, denial of registration for classes, and official records being held.

ABANDONMENT OF PROPERTY

Items abandoned in university residence halls are subject to the procedures outlined in the code of Virginia 23.1-104.

V: Resident Conduct

Residents are expected to conduct themselves in a manner which shows respect for the rights and privacy of others, the University, personal property, and local, State and Federal law. All residents are bound by and expected to comply with all policies and procedures set forth in the Housing and Dining Services Contract, Student Handbook and Residence Life Handbook available on the Residence Life website and any other policy, rule or regulation governing student conduct that may be adopted during the period of occupancy.

1. The University reserves the right of entry into residence rooms and common areas at any time for any reason. This includes the right to enter without notice to conduct an administrative search.
2. Residents who damage University property through negligence or willful actions will be financially responsible and may be subject to disciplinary and legal action.

3. Residents may not alter or tamper with University equipment, electrical or telecommunication services. Radio and television antennas may not be mounted outside of the student room.
4. All residents must inspect their room when they move in and note all damages and deficiencies that exist in the room on the Room Condition Form at the time of occupancy.
5. Residence hall staff will make announced room inspections for the purpose of monitoring compliance with fire and personal safety, maintenance standards.
7. Pets are not permitted in CNU housing.