

HOUSING TERMS AND CONDITIONS

PREAMBLE

Longwood University is a residential institution that features residence life education focusing on student learning and personal development as part of its distinct academic mission. Therefore, students are required to live in Longwood managed housing unless the Office of Residential and Commuter Life (RCL) approves an exception.

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. Residents are responsible for compliance with all conditions, rules and regulations as stated herein.

Prior to the submission of an on-line application, a student must indicate 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. Only individuals assigned to residential spaces are permitted to occupy units in student housing.

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 LONGWOOD MANAGED APARTMENT COMMUNITIES

All Terms and Conditions stated in this document apply to residents of Longwood managed apartment communities. In addition, residents of these communities may be subject to additional rules, regulations, and procedures as outlined in subsequent addendums. Residents of Longwood 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 if 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 Longwood 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.

All residential students are required to maintain a class load of 12 credit hours or more. Students may request an exception to the credit limit by contacting Residential and Commuter Life. Final approval is required from the designee of the Vice President for Student Affairs. Residential and Commuter Life will then communicate the final decision to Cashiering and Student Accounts.

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 dismissal 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 ability status. 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, RCL will assign students to housing.

Students are responsible for living in Longwood 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 Longwood 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. Approved non-administrative room changes will be subject to a monetary processing fee.

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 the next semester's 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. Longwood 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 Longwood 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. 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.

RELEASE FROM LONGWOOD MANAGED HOUSING

Residents who wish to live in non Longwood managed housing may be eligible to be released from the Longwood residency requirement. Residents must apply during the spring semester for the next academic year. Applications received will be prioritized in earned credit hour order. Students with 89 or more credits will have the highest priority for release. Residents who have 89 or more credits will be released from the residency requirement once they have filled out the application within the specified timeframe and attended the mandatory off campus release orientation. Residents with 88-56 credits will be released based on number of completed credits and as available based upon occupancy needs. Residents should not sign outside contracts or leases until they have been formally notified of their release from Longwood managed housing in writing. Specific information regarding the release from Longwood managed housing will be publicized via the RCL website.

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. Please refer to the Student Handbook for further information regarding the guest policy.