

TERMS & CONDITIONS

1. The Housing Agreement

This agreement (“Agreement”) governs the relationship between George Mason University (“University”) and any student living in on-campus housing (“Resident”). When completing the housing application, Resident is required to sign this Agreement. Resident should familiarize him/herself with the terms, conditions and limitations of this Agreement before applying for housing. When the contract is electronically or hand signed by Resident, it becomes a binding legal contract between Resident and the University.

2. Assignment of Campus Housing

The University provides incoming first-year freshmen with a guarantee that students who meet the definition of incoming first-year freshman can live on-campus for at least two academic years, defined as two fall and two spring semesters. The guarantee is only applicable to those incoming first-year freshmen students who follow all application and room selection process requirements and maintain continuous occupancy (exclusive of summer semesters).

Housing and Residence Life (“HRL”) does not guarantee Resident on campus housing above sophomore status. If space is available after all requests for housing from first and second-year students has been met, HRL will work to provide housing for upper-class students, (defined as having obtained 60 or more Mason credit hours). HRL will consider students with extenuating circumstances (i.e. credits earned prior to full-time enrollment, no permanent address, unstable living environment) when assigning space. When Resident self-selects on-campus housing, their space is confirmed upon the submission of the housing deposit. When Resident is manually assigned on-campus housing by HRL, Resident must accept, via electronic communication, the offer of on-campus housing within 48 hours of the offer being made, or the offer is withdrawn. If the University is unable to provide on-campus housing for Resident, this Agreement shall be void and Resident’s deposit shall be returned.

3. Agreement Period

This Agreement shall be in effect from the date that Resident signs the Agreement electronically or in-person. Occupancy dates depend on the type of housing Resident selects. The month of permitted occupancy for each type of housing are provided below. Exact occupancy dates (e.g., Move-In and Move-Out dates) are based on academic calendars provided by the Office of the Registrar and are disseminated by HRL through housing.gmu.edu. Resident may only occupy the assigned housing during the periods defined by HRL (i.e., from Move-In Date to Move-Out Date, excluding any periods when housing is closed to residents).

Mason Global Center 12-Month Contract:

- a. Mason Global Center Contracts beginning in May 2019 will end in May 2020.
- b. Mason Global Center Contracts beginning in August 2019 will end in August 2020.
- c. Resident with the 12-month Mason Global Contract beginning in May 2019 shall have the option of extending contract to August 2020 and pay the corresponding rate.

Beacon Hall 11-Month Contract

- a. Beacon Hall Contract begins in August 2019 and ends in June 2020.
- b. If available and Resident will be enrolled for the 2020-2021 academic year, Resident may have the option of extending agreement to July 2020 and pay the corresponding rate.

Fairfax 9-Month Contract

- a. 9-Month contract begins in August 2019 and ends in May 2020.

4. Winter Break

A limited number of buildings are designated open buildings during winter break by application and approval by HRL. All other buildings are closed during the published Winter Break. If assigned to a closed building, the Resident must leave the room in good order the earlier of twenty-four (24) hours after the Resident's last scheduled final exam or noon the last day of exams as published in the Academic Calendar. No one may occupy or enter the closed residence halls until the scheduled opening for second semester.

5. Use of Campus Housing

Resident may use his/her assigned housing unit and any affiliated common spaces for residential purposes only. Campus housing may not be used for any commercial, business, or other non-residential purposes. Assigning or subletting assigned housing is prohibited. Resident may also invite guests to use Resident's assigned housing unit and any affiliated common spaces, subject to HRL and University policies and procedures, the Student Code of Conduct, and the consent of Resident's roommates, if any. Resident is responsible for all actions of his/her guests and may be held financially responsible for any damage caused by any guest.

6. Deposit/Prepayment

In order to confirm space for the 2019-2020 academic year, Resident must pay a \$300 deposit, which will be applied to charges placed on the Resident's account for the following semester. Resident must submit the housing deposit/prepayment when selecting Resident's space.

7. Cancellation

- A. Canceling Agreement Prior to Move-In:

If Resident is a new student at the University, the following shall apply to Resident canceling this Agreement prior to Move-In:

- a. In order to cancel this Agreement, Resident must submit a written statement to HRL stating that he/she is canceling this agreement.
- b. If Resident cancels before May 1, 2019, Resident will receive the full deposit and not be responsible for paying any rent.
- c. If Resident cancels between May 2, 2019 – July 15, 2019, Resident will forfeit full deposit and will not be responsible for paying any rent
- d. If Resident cancels between July 16, 2019– Move-In Date, Resident will forfeit the full deposit and will be responsible for an additional \$200.

If Resident is returning to housing and will be a student at the University for the fall semester, the following shall apply to Resident canceling the agreement prior to Move-In:

- a. In order to cancel this Agreement, Resident must submit a written statement to HRL stating that he/she is canceling this agreement.
- b. If Resident cancels before April 1, 2019, Resident will receive a full refund of the prepayment and will not be responsible for paying any rent.
- c. If Resident cancels between April 1, 2019 – May 31, 2019, Resident will forfeit 50% of the prepayment and will not be responsible for paying any rent.
- d. If Resident cancels between June 1, 2019 – July 15, 2019, Resident will forfeit the full prepayment but will not be responsible for paying any rent.
- e. If Resident cancels between July 16, 2019 – Move-In Date, Resident will forfeit the full prepayment and will be charged the full rent for the assigned room for the Fall Semester.

B. Canceling Agreement After Move-In

If Resident cancels this Agreement after Move-In, Resident will forfeit the full deposit and will be responsible for paying the full rent due under this Agreement.

C. Exceptions

If Resident qualifies under HRL policies to submit a Housing Agreement Release Request, Resident may submit that form to be released from this Agreement. The charges Resident will be responsible for are stated in the Housing Agreement Release Request (available on HRL's website).

In cases of emergencies, Resident may submit a Housing Agreement Appeal Form to HRL to request release from this Agreement under different terms than those provided above. HRL reserves the right to deny any Housing Agreement Appeal and the decision of HRL in response to any Appeal is final. For more information regarding Appeals, please see the HRL website.

8. Reassignment

HRL may move or re-assign Resident, either temporarily or permanently, to a new on-campus housing location for any reason. Resident may appeal the re-assignment to the Assistant Dean/Chief Housing Officer, whose decision is final. Reassignment is not a basis to cancel this Agreement.

9. Termination by HRL

HRL may terminate this Agreement if Resident fails at any time to meet the following requirements, as applicable to their status:

- A. Resident must pay all housing charges that are due.
- B. Resident must be making continual progress towards a degree and registered for classes at the University as set forth below:
 - a. Undergraduate students must be enrolled in at least nine credits each semester while living on campus.
 - b. Graduate students must be enrolled in the corresponding number of credits indicating full-time status as defined by their program.
 - c. In certain limited circumstances, students may obtain permission to drop temporarily below the required number of credits and remain in on-campus housing. Students wishing to do so may submit an exemption request in writing to the Associate Director of Housing Services.

HRL may also cancel this Agreement if, in the sole judgment of the University, (1) Resident poses a threat of harm to persons or to the property of other students or the University, (2) Resident has violated federal, state, or local law, University policy, the Residential Student Handbook, or the Student Code of Conduct, (3) Resident has failed to comply with the directions of HRL or University personnel, or (4) if the University determines that the Agreement was granted on the basis of inaccurate or incomplete information in the application.

If HRL terminates this Agreement for any of the reasons provided in this section, Resident will be required to pay the full amount of rent and fees due under this Agreement.

10. Rent and Fees

Rental charges including utilities, are paid by the semester. The balance of room fees is due and payable with the payment of tuition and fees to the Student Accounts Office pursuant to the deadlines established by the University's academic calendar. All current rent charges and other housing fees (i.e. early arrival, late/improper check-out, etc.) can be found on the HRL website housing.gmu.edu.

11. Beginning of Occupancy

Resident may not occupy on-campus housing prior to his/her assigned Move-In Date. Resident must abide by the published Move-In schedule for the beginning of the semester, available at housing.gmu.edu. If Resident receives a room assignment after the beginning of the semester, Resident and HRL shall set a mutually agreeable Move-In Date.

12. Moving Out

- A. End of Agreement Period: Unless Resident is graduating, Resident must check out, return all keys, and leave his/her room, suite or apartment in good order by the earlier of (1) twenty-four (24) hours after Resident's last scheduled final examination of the Spring Semester or (2) noon on the day following the last day of exams as published by the Office of the Registrar. All Residential areas will be closed for all non-graduating students at noon the day following the last day of exams. Graduating Residents may stay until 6:00 PM of the day of Spring Graduation. It is expected that facilities (bedrooms, bathrooms, sinks, and university owned appliances and furniture, showers) will be left in an acceptable state of cleanliness. Resident will be charged for the cost of additional housekeeping service if deemed necessary by HRL.
- B. Within Agreement period: If Resident withdraws or terminates his/her enrollment during the academic year, or if Resident's enrollment is terminated by the University, Resident must vacate and return keys and/or notify HRL of their departure within 48 hours of withdrawal or termination. If Resident fails to vacate within this period, the University may exercise any or all of the following options: (a) remove Resident and Resident's possessions from the premises and bill Resident for the cost of possession removal and storage; (b) change the door locks and bill Resident for charges related to changing the locks and creating new keys; (c) bill Resident for all damages suffered by the University as a result of failure to vacate.
- C. Once Resident has checked out and handed over their keys, any items left in a residence hall room or common area will be collected and stored for 120 days after the residence halls are closed. On the 121st day the items will be discarded or donated. HRL will not be financially responsible for any items left in a residence hall space after Resident has checked out.

13. HRL Residential Student Handbook

The HRL Residential Student Handbook and University's Student Code of Conduct is incorporated by reference into this Agreement. Resident must comply with all policies and procedures in the Residential Student Handbook and the University's Student Code of Conduct.

14. University Right of Entry

The University reserves the right to enter Resident's room without notice for housekeeping; maintenance; inventory purposes; to verify occupancy; to abate a public nuisance; to enforce this Agreement, any University policy, the Residential Student Handbook, or the Student Code of Conduct; or to protect any interests related to the University's educational mission. The University is not liable for any loss or damage resulting from such entries.

15. Residence Hall Damage

Resident is responsible for any and all damages to Resident's assigned housing, any common living/study areas, and any furniture or furnishings provided by HRL. The Residential Student Handbook provides the procedures for assessing and charging Resident for damage

16. Damage to Property

Resident agrees that the University has no responsibility, obligation, or liability for any loss or damage to items of Resident's property which may occur in or near on-campus housing.

17. Furnishings

The University shall provide furnishings for each on-campus housing unit. Furnishings are the property of the University, and Resident may not remove any furnishings from the housing unit. Resident must also comply with HRL procedures and regulations (including the Residential Student Handbook) regarding items that are prohibited from on-campus housing. HRL reserves the right to amend the list of prohibited items at any time, and Resident agrees to remove any prohibited item from on-campus housing upon notification.

18. Smoking

Smoking, vaping, and using e-cigarettes are prohibited in or within twenty five feet of all housing facilities.

19. Maintenance and Repairs

HRL shall perform all normal interior and exterior maintenance and repairs as necessary. All needs for repairs should be reported using the online maintenance request form. Resident should not make repairs.

20. Release, Hold Harmless, and Indemnification

Resident agrees to release, indemnify, and hold harmless the University, the Commonwealth of Virginia, and their officers, employees and agents, from any claim by Resident or any third party for damage, liability, injury, expense, or loss, including defense costs and attorney's fees resulting from or arising out of any injury to the Resident's property or any action or inaction by Resident

21. Access

Keys and ID cards are property of the University. It is a violation of University policy and Virginia law to have duplicate keys made. Resident will be assessed a charge of \$75 for each lost key and for each replaced lock core. Lost keys will result in a charge for replacing all affected keys and locks. Lost keys must be reported promptly to HRL to arrange replacement. Lost ID cards must be reported to the card office. Keys and ID cards are non-transferable.

22. Meal Plans

Per University policy, all students residing on campus who lack a full kitchen in their living unit must purchase a meal plan.

23. Criminal Conviction or Protective Order

If Resident is convicted of any felony or any crime requiring registration on the Sex Offender or Crimes Against Minors Registry (SOR), or becomes subject to a protective order at any time during the term of this Agreement, the Resident is required within seventy-two (72) hours of the conviction or entry of the protective order, to notify HRL in writing.

24. Special Accommodations

Activities of the University are designed to promote the continuing policy of providing equal opportunity for employment and education and access to all programs and services without regard to race, color, national origin, religion, age, gender, sexual orientation, gender identity, political affiliation, veterans' status, or disability. If special accommodations are required for a documented medical or psychological need a request must be submitted to Disability Services (DS).

A). Recommended Date for Mason students who have been previously been approved for Special Housing accommodations in previous academic year—if Resident has been approved for a special housing accommodation in the previous academic year Resident's situation and request has not changed, then Resident will automatically be approved for the same accommodation for the upcoming academic year if Resident's decide to live on campus. If Resident has an emotional support animal (ESA), then Resident will need to meet with Disability Services annually for approval. Approval for ESAs are not guaranteed from year-to-year. If Resident's request and situation has not changed, Resident will only need to complete the student section of the Special Housing accommodation form. For best consideration, Resident will need to fully complete this section and submit to Disability Services by the 3rd Friday in January, 2019.

B). Recommended Dates for incoming freshmen and current on-campus Mason students making an initial Special Housing accommodation request—for best consideration, a fully completed Special Housing Accommodation Request Form should be submitted to Disability Services by:

- 3rd Friday in January for current on-campus Mason students making an initial accommodation request
- May 1st for incoming freshmen to Mason

C). Recommended Date for Transfer students and students new to housing—if Resident has been accepted into George Mason University and plans to submit a housing application or are a current off-campus Mason student and plan to apply for housing for the upcoming academic year, Resident should submit a Special Housing Accommodation Request Form as soon as possible. Housing is available on a first-come, first-serve basis. Once Resident applies for housing, please notify Disability Services and Disability Services will move forward with Resident's Special Housing Accommodation request. For best consideration, a fully completed Special Housing Accommodation Request Form should be submitted to Disability Services when Resident is accepted into George Mason University.

D). Requests received after the recommended dates will be considered on an as-available basis based on housing availability. Regardless of recommended dates noted on this form, Resident must apply for housing and complete the housing application process (<https://housing.gmu.edu/apply>). Resident is encouraged to complete the special housing accommodation request process as soon as possible. Housing is assigned on a first-come,

first-serve basis. **Resident will need to complete the Special Housing Request form with Resident's healthcare provider/professional and return it to Disability Services at Resident's earliest convenience.** Questions about the Special Housing Request process may be directed to Disability Services at ods@gmu.edu or by contacting Disability Services by phone (703) 993-2474.

25. Consent to Share Contact Information

Resident gives consent for the University to share Resident's contact information with other students assigned to the same living space as Resident for purposes of facilitating communication between students who are assigned to the same living space.

26. Governing Law

The terms of this Agreement shall be governed by the laws of the Commonwealth of Virginia.

27. Communications

Resident agrees that all communications regarding this agreement or on-campus housing shall be sent to Resident's official University email account.

Entire Agreement. This Agreement constitutes the entire understanding of the parties with respect to the subject matter herein and supersedes all prior oral or written agreements with respect to the subject matter herein. This Agreement can be modified or amended only by a writing signed by all of the Parties.