

TERMS & CONDITIONS

1. The Housing Agreement

This agreement (“Agreement”) governs the relationship between George Mason University (“University” or “Mason”) and any student living in Mason managed housing (“Resident”). Housing and Residence Life (“HRL”) is the division of Mason responsible for student housing. In order for an application to be considered complete, Resident is required to sign this Agreement. Students should familiarize themselves with the terms, conditions and limitations of this Agreement before applying for housing. When the contract is electronically (via confirmation of G#) or hand signed by Resident, it becomes a binding legal contract between Resident and the University. Resident understands that they should not enter into any binding contract or lease with a third party for alternative housing accommodations for any time period concurrent with the term of this Agreement. If the Resident does so, it will not be accepted as grounds for termination of or release from this Agreement. Resident will be responsible for all payments due whether or not they take occupancy of the assigned space.

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 (except for as provided in Paragraph 9). 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). Due to Mason’s freshman residency requirement, freshmen who are not approved for an exemption and maintain an active housing application will receive a housing assignment after the freshman self-selection process.

The University does not guarantee students 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. no permanent address, unstable living environment) when offering space in on-campus housing. When Resident self-selects on-campus housing, their space is confirmed upon completion of the selection process. When Resident is manually assigned on-campus housing by HRL, Resident must accept or deny, via electronic communication, the offer of on-campus housing within two business days of the offer being made, or the offer is withdrawn and the application will be cancelled. Student will need to resubmit an application if housing is still desired. Should a

student fail to respond to housing's offer of assignment within 48 hours, the offer will be withdrawn and the student's application will be cancelled.

HRL and Resident acknowledges that there may be variations in overall size and shape between similar units occupying the same number of residents. No additional charge or credit will be assessed to Resident's account to accommodate for this variation. Housing rates are determined by the overall amenities each residential facility offers, the specific amenities within a unit, and the overall number of residents assigned to a unit.

3. Living Learning Communities

If a student accepts an invitation to live in a Living Learning Community (LLC), student will self-select a space on the designated floor/wing of the assigned residence hall for that specific community. If the student has already selected a housing assignment, their assignment will be changed to the community's assigned location.

LLC students may only live with another student who has accepted an invitation into the same LLC on the designated floor/wing of the assigned residence hall. Community acceptance will override any non-LLC roommate preference listed within the housing application. LLC students will self-select their rooms and are responsible for following the appropriate instructions to group in StarRez and select a room as a group. Preferences may not be able to be honored depending on space availability or other factors.

If the student lives in a Living Learning Community, there are impacts to student's academic status and enrollment as well as their housing assignment and contract. The student will be automatically enrolled in or instructed to register for the course(s) or curriculum associated with the student's LLC program. Withdrawal from or failure to register for the associated course(s) will impact the student's eligibility to remain a member of a Living Learning Community and may require the student to be re-assigned or move to a non-LLC space. If the student seeks an exception to a required LLC course due to a conflict with courses required to make academic progress will be required to submit additional information verifying that conflict. Exceptions to the course requirement are evaluated on a case-by-case basis and are not guaranteed.

Accommodations are available for students whose medical related conditions or disabilities impact their housing needs. However, to be considered for such special housing placements, students must follow the accommodations request process as outlined in paragraph 25. Please know that submitting a Special Housing Request Form does not automatically guarantee a space in University housing. Special Housing Accommodation Request Form.

Should a student want to leave the community for any reason, the student will need to contact the Living Learning Community office at LLC@gmu.edu to schedule an appointment. Withdrawing from a community will impact the student's housing assignment. If a student withdraws from an LLC there are no guarantees of availability of on-campus housing in a non-LLC space. Withdrawal from an LLC is not guaranteed once a student has accepted an LLC offer and each request is evaluated on a case-by case basis.

4. 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).

Beacon Hall 11-Month Contract

- a. Beacon Hall Contract begins in August 2020 and ends in June 2021.
- b. If available and Resident will be enrolled for the 2021-2022 academic year, Resident may have the option of extending agreement to July 2021 and pay the corresponding rate.

Fairfax 9-Month Contract

- a. 9-Month contract begins in August 2020 and ends in May 2021.

Rixey 12-Month Contract

- a. Contracts with the Rixey begins in August 2020 and ends in July 2021.

5. Winter Break

A limited number of buildings are designated open buildings during winter break. Resident may be required to submit a form to notify HRL that Resident will reside in their assigned space during the winter break. All other buildings are closed during the published Winter Break. If assigned to a closed building, Resident must follow closing procedures prior to leaving Resident's room before winter break. Residents must vacate within twenty-four (24) hours after the Resident's last scheduled final exam/submission of final project. If Resident has final exams or projects that occur within the last 24 hours of housing being open, Resident must be checked out by no later than 12:00pm EST on the last day as posted by the university's Academic calendar. No one may occupy or enter the closed residence halls until the scheduled opening for second semester.

6. Use of Mason Managed Housing

Resident may use his/her/their assigned housing unit and any affiliated common spaces for residential purposes only. Mason managed housing may not be used for any commercial, business, or other non-residential purposes. Assigning or subletting assigned housing is prohibited. Resident may invite guests to 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/their guests and may be held financially responsible for any damage caused by any guest.

7. Deposit/Prepayment

In order to confirm space for the 2020-2021 academic year prior to July 1st, Resident must pay a \$300 non-refundable deposit, which will be applied to charges placed on the Resident's account for the following semester. Upperclass, transfer, and graduate students must submit the housing deposit/prepayment when selecting Resident's space prior to July 1st.

8. Cancellation

A. Cancellation Prior to Move In

a. Upperclass, Returning, and Graduate Student Cancellation Policy

i. Prior to April 15, 2020

1. Upperclass, graduate, and returning students can cancel their housing agreement without penalty.

ii. After April 15, 2020

1. Upperclass, returning, and graduate and transfer residents must submit a Housing Agreement Appeal Request to cancel their Housing Agreement and Assignment.

- a. Upperclass, returning, graduate and transfer residents assigned after April 15, 2020 will have 2 business days to cancel without penalty. Students cancelling within 2 business days must submit the request via electronic communication.

- b. If Housing Agreement Appeal request is granted, resident will be responsible for \$300 cancellation fee if an active deposit is not on file.

b. First Time Freshmen Student Cancellation Policy

i. Prior May 1st, 2020

1. Incoming first-time freshmen residents can cancel their housing agreement without penalty. Upon cancellation, Resident must complete the housing exemption request.

ii. After May 1, 2020

1. Incoming first-time freshmen with a completed housing application and/or have received an assignment must submit a written request for exemption to HRL to be reviewed. Exemption is not immediately granted unless the request has been approved by HRL. Freshmen who receive an exemption after May 1st are not eligible for a refund of their housing deposit.

2. Freshmen who request an exemption after receiving a housing assignment will need to submit a Housing

Agreement Appeal Request. Freshmen who are enrolled for the fall semester are only able to cancel via the Housing Agreement Appeals process.

3. Incoming first-time freshmen Residents wishing to cancel their approved on-campus housing exemption will need to submit a written request to HRL to be considered for on-campus housing.
4. Freshmen assigned after July 10th will have 2 business days to cancel their assignment via electronic communication.

B. Canceling Agreement After Move-In

If Resident cancels while enrolled this Agreement after Move-In, Resident will forfeit the full deposit and will be responsible for paying the full rent due under this Agreement. Should Resident reenroll, Resident will still be responsible for all charges related to Housing.

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 the Resident will be responsible for are stated in the Housing Agreement Release Request (available on HRL's website).

In cases of extreme emergencies, Resident may submit a Housing Agreement Appeal Form to HRL to request release from this Agreement under different terms than those provided above. Housing Agreement Appeals are reviewed by the Housing Appeals Committee which includes representation from various office on campus (ie Financial Aid, Student Accounts, CAPS, Disability Services, Dining) to provide a holistic view of the submitted appeal. HRL is not a voting member of the committee. The Housing Appeal Committee reserves the right to deny any Housing Agreement Appeal. For more information regarding Appeals, please see the HRL website.

9. 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. Prior to move-in HRL reserves the right to consolidate students who have not completely filled a space within the same housing style. Consolidation is defined as assigning a new roommate or move the remaining student to fill a room/suite/apartment. If Resident has a vacancy in their room/suite/apartment, Resident should anticipate a newly assigned student at any point during the semester. Any attempt

made by Resident to dissuade a student assigned to the unit from moving in will be considered a violation of this contract.

10. 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. Resident must also be in good financial standing with the University.
- 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.
 - Returning residents with an assignment for 2020-2021 academic year must be enrolled by July 1st in order to be eligible for Mason managed housing.
 - Students new to the university must be registered for an orientation session and/or enrolled by August 1st, 2020 in order to be eligible for Mason managed housing.
 - 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, (4) Resident has failed to provide proof of vaccinations required by University policy (or demonstrated an exemption from the vaccination requirement) by the deadline set by the University, or (5) if the University determines that the Agreement was granted on the basis of inaccurate or incomplete information in the application.

Additionally, HRL may temporarily suspend Resident from Mason housing for any of the reasons stated in the above paragraph or during an investigation or review of whether one of the reasons in the above paragraph has occurred. The determination of whether to temporarily suspend Resident, when to lift such a suspension, and any conditions that must be met before Resident can return to Mason housing, is solely at the discretion of HRL.

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.

11. Rent and Fees

Rental charges including utilities, are paid by the semester unless specified at the time of assignment. 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.

12. Beginning of Occupancy

Resident may not occupy on-campus housing prior to his/her/their 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.

13. 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 Fall or Spring Graduation. If Resident is graduating for Fall or will be leaving to participate in study abroad, Resident must cancel their Spring housing agreement by December 1st via the Agreement Release Request. 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 (where applicable) 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 (where applicable); (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 (where applicable), 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.

14. 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.

15. 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.

A Resident may not cause damage to the property of the University or the property of others on the University premises. If the damage cannot be assigned to an individual or individuals, after reasonable investigation, administrative decision may be to assign the responsibility to the entire living unit. Resident understands that he or she is individually, and jointly, with other residents, responsible for and may be charged a pro-rated share of the cost of whatever damage may occur from any cause, to the public or semiprivate areas in the residence complex. In all cases the University assessment is conclusive and verifiable by invoices processed and/or labor hours expended. In the event of damage, the minimum charge for each resident of the living unit will be \$10. All damage charge(s), which remain unpaid after the due date stated on the invoice, may result in the cancellation of the current room assignment and/or future consideration for housing assignments and any other action deemed necessary for collection by the University.

A. Room Condition Report (RCR): The Room Condition Report (RCR) will be used to determine the condition of the room at Check-In and Check Out. The Resident is responsible for signing the Room Condition Report (RCR) upon Check in and Check out. The Resident has 48 hours to make any additions or corrections to the description of the condition of the room after Check In. After 48 hours, the Resident is responsible for the condition of the room as specified on the RCR. Residents will be notified via their George Mason University email account within fifteen (15) business days of Resident check out regarding charges for any damages to the residence hall room. This notification will outline any damages done to the room along with the appropriate charge(s) for the damage(s). Further, this notification will outline the procedure for appealing damage charge(s). Appeals must be received no later ten (10) business days of the date of the notification. Failure to sign the RCR at Check In or Check Out does not absolve the Resident of responsibility for assessed damages to the residence hall room and is not a basis for appeal. Please Note: work orders are not automatically generated by

the completion of the RCR. For items not functioning properly, the Resident is responsible to submit a work order online at: housing.gmu.edu.

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. This list includes but is not limited to damage, loss, fire, water damage, theft, and flooding. HRL recommends Resident have an active renters insurance policy in the event of damage or loss to personal belongings.

17. Force Majeur

If for any reason occasioned by fire, strike, earthquake, accident, flood, riot, emergency, or natural disaster, or other occurrence outside of the control of the University, the University is unable to provide housing, the University has the right to cancel this Agreement without incurring any further liability.

18. 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.

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. Resident may incur other charges for misplaced keys or in the event on lockouts.

22. Meal Plans

Per University policy, all freshman and sophomores residing on campus who lack a full kitchen in their living unit must purchase an Independence Plan. All other students living on campus without a full kitchen in their living space are required to have either an Independence or Liberty 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. Failure to do so, may result in termination of this Agreement.

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'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, 2020.

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.