1. This Housing Agreement constitutes an agreement by George Mason University (Mason), with the enrolled student (‘Resident’), for the use of University property as a personal residence. The parties understand and agree that their intention is strictly contractual in nature, providing the student with accommodations subject to the specific requirements and limitations set out herein.

2. This Housing Agreement allows the Resident and their invited guests to use, subject to any restrictions indicated herein or subject to in the future, the space assigned to the Resident. Only Residents and their guests may use areas, including but not limited to common areas, hallways, lounges, and bathrooms. Such use must be in accordance with the terms of this Housing Agreement, the Student Code of Conduct, and any other applicable laws or Mason policies.

3. General Provisions: Housing and Residence Life (HRL) reserves the right at any time to:
   A. Alter, change, or cancel a housing assignment; designate any or all student housing as available for expanded occupancy; change any room assignment or rate;
   B. Enter residences during reasonable hours and with or without advanced notice for routine maintenance, inspections, repairs, or housekeeping duties;
   C. Enter residences at any time for an emergency;
   D. Control access or egress from the residence halls and/or floors in the event of an emergency, and;
   E. Terminate or suspend this Housing Agreement for violation of this Housing Agreement or for violation of any relevant University policies as determined by the University in its sole discretion.

No refund or cancelation of housing charges will be made to the Resident if the Resident is dismissed or suspended (notwithstanding any pending appeals), has breached this Housing Agreement, or has otherwise vacated the premises prior to the end of the Agreement period.

4. Eligibility: HRL may terminate the Housing Agreement or re-assign (within HRL’s sole discretion) residents who fail at any time to meet the following requirements, as applicable to their status:
   A. Account balance: All Residents must pay all housing charges when due.
   B. Academic progress: All Residents must be making continual progress towards a degree and registered for classes at Mason as set forth below:
      1) Undergraduate students must be enrolled in at least nine credits.
      2) Graduate students must be enrolled in the corresponding number of credits indicating full-time status as defined by their program.
      3) In certain limited circumstances, students may obtain permission to drop temporarily below the required number of credits. Students wishing to do so may submit an exemption request in writing to the Associate Director, Housing Services.
   C. Enrollment deadline:
      1) Returning residents must be enrolled for the required number of credits by the end of the spring term preceding the Agreement period. Students not meeting this criteria by July 1st and failing to notify HRL are subject to cancellation.
      2) Incoming students (freshmen and transfer students) must either be enrolled in the required number of credits or registered for a summer orientation session to receive an assignment.

5. Agreement Period: The Agreement period is contingent upon the designated period of specific assignment as outlined here:
   Nine (9)-month Agreement (the entirety of the academic year as defined by the Office of the Registrar): All Fairfax residential buildings except buildings designated for graduate students, if applicable.

6. Cancellation:
   A. Cancellation before occupancy
      1) Returning Students: Students selecting their assignment before April 1st are committed to their space for the term of their agreement. Students receiving an assignment after April 1st will be allowed to cancel their Housing Agreement if written request is received within two (2) business days after the assignment is made. Assignment made after August 1, will not be allowed to cancel without requesting appeal.
2) **New Students admitted to the University for the Fall Semester:** New students who remain enrolled at Mason will be allowed to cancel their Housing Agreement if a written request is received within two (2) business days after the assignment is made. Assignments made after August 1st for students remaining enrolled at Mason will be allowed to cancel without penalty if a written request is received within two (2) business days. New students admitted for the fall cancelling their assignment will forfeit their $300 deposit.

3) **New Students admitted to the University for the Spring Semester:** New students who remain enrolled at Mason will be allowed to cancel their Housing Agreement without penalty if a written request is received within two (2) business days after the assignment is made. New students admitted for the spring semester cancelling their assignment will forfeit their $300 deposit.

4) **Special Program Residents:** Removal from a special program (Living Learning Communities (LLCs), Honors College) or canceling involvement in a special program does not result in the cancellation of the Housing Agreement, and may be reassigned.

B. Cancellation after occupancy:

1) **Withdrawal or Leave from the University:** Students who withdraw from the University and move out of their assignment on or before September 30 for the fall semester and on or before February 28 for the spring semester will be released from this agreement with a 67% housing cancellation penalty of the current billing cycle. Students who withdraw from the University and move out of their assignment on or after October 1 for the fall semester and on or after March 1 for the spring semester will be released from this agreement and will be held responsible for the full cost of the current billing cycle.

2) Students removed from housing for disciplinary reasons anytime during the fall term will forfeit all monies collected for the current billing cycle and will be held financially responsible for spring housing charges. Spring charges may be appealed in writing to the Associate Director, Housing Services. Students removed from housing for conduct reasons during the spring term will forfeit all monies collected for the current billing cycle. Students who withdraw from or leave the University must complete check out procedures and vacate the residential facility within 48 hours of the date indicated by Housing and Residence Life (HRL). Students Housing Agreements are managed by HRL; no other office at Mason can release the student from his/her Housing Agreement except HRL.

3) **Graduation from Mason nine (9) month Agreement:** If the student graduates fall semester the Resident will be released from his/her Housing Agreement as of the end of the fall semester. Students graduating Fall Semester must complete and submit to HRL a withdrawal form by December 1st. Students graduating spring term do not need to submit a withdrawal form.

4) **Other circumstances:** If the Student becomes active military duty, participates in a University approved study abroad program, or becomes responsible for dependent(s), the Student may request to be released from the commitment of the Agreement at any point of the Agreement with appropriate documentation. The Housing Agreement Appeals Committee will consider each request individually.

5) **Housing and Residence Life may amend or cancel a student’s agreement,** if the University determines the student’s actions, general behavior or continued presence in the residence hall jeopardizes or is reasonably likely to jeopardize the health, safety or well-being of the student or any other resident.

After the cancellation dates noted above, the Housing Agreement will be considered intact for the entire Agreement period and no cancellations will be allowed. This Housing Agreement may not be terminated by the resident for: financial aid need, desire to commute from home, medical reasons (other than as required by law), delay in receiving a housing assignment, lack of understanding that this Housing Agreement is binding, changing circumstances or opinions about housing, changing opinions about the required meal plan (if applicable), incompatibility with roommate(s)/suite-mate(s), or involvement in a lease off campus.

A resident who fails to move in or moves out of university housing during the semester while remaining a student will be obligated to pay in full for the Agreement term. A resident who fails to meet the eligibility requirements in section 3, but remains registered at Mason will be obligated to pay in full for the Agreement term, notwithstanding Mason’s termination of the Housing Agreement.

**Deposit:** New and returning students are required to pay a $300 deposit concurrent with their application. The deposit is non-refundable and will be applied to the student account after possession of the space. Cancellation of this Housing Agreement at any time during the application process shall result in a forfeiture of the deposit. Deposits must be made to HRL by the deadlines established in order for the student’s application to be considered complete.
7. **Room Rate**: Rental charges for nine month Agreements, 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. Residents must pay all outstanding charges on their account or risk termination or re-assignment.

8. **Checking in**: Residents must abide by the published Move-In schedule for arrival. Enrolled students that fail to check-in are responsible for the entire term of the Housing Agreement.

9. **Winter Break**: A limited number of buildings are designated open buildings during winter break by application and approval by HRL. If assigned to an open building the resident must request permission to obtain access to building during the break. 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 not more than twenty-four (24) hours after the Resident’s last scheduled final exam or noon the day after the last exams as published in the Academic Calendar. No one may occupy or enter the closed residence halls until the scheduled opening for second semester.

10. **Move Out**:
    A. **End of Agreement nine (9)-month Agreements**: Residents must leave their room, suite or apartment in good order not more than twenty-four (24) hours after their last scheduled final examination. All residential areas will be closed at noon the day following the last day of exams as published by Mason. Graduating Residents may stay until 6:00 PM of the day of 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. Residents will be charged for the cost of additional housekeeping service if deemed necessary.
    B. **Within Agreement period**: Students who withdraw or terminate their enrollment during the academic year, or have their enrollment terminated by Mason, must vacate and return keys and/or notify Housing and Residence Life of their departure within 48 hours. If a student fails to vacate upon termination of this Housing Agreement for any reason, Mason may exercise any or all of the following options: (a) remove the student and student's possessions from the premises and bill the student; (b) change the door locks and bill the student; (c) bill the student for all damages suffered by the University as a result of failure to vacate.
    C. **Once a student has checked out and handed over their keys and/or they no longer have access to that space even if their housing Agreement does not terminate at that time. 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 the student checked out.**

11. **Safety and Student Conduct**: Students at Mason are subject to all federal, state, and local laws, as well as Mason’s academic, financial, and non-academic rules and regulations. 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 student conduct action, interim suspension of occupancy pending administrative review of a situation, and/or subsequent termination of the Housing/Dining Contract. Violations of any of the provisions of this Housing Agreement or those outlined in the Residential Student Handbook (https://housing.gmu.edu/resources/policies), Student Code of Conduct (https://studentconduct.gmu.edu/university-policies/code-of-student-conduct/) and the Housing and Residence Life website (housing.gmu.edu), or any other official University policies will be considered a violation of the Housing Agreement and grounds for removal from University housing. Violations will be referred to the appropriate University personnel for disciplinary action and may also be referred to law enforcement officers for investigation and prosecution under applicable criminal laws.

12. **University Right of Entry**: The University reserves the right to enter without notice the premises for housekeeping, maintenance or inventory purposes, to verify occupancy, to abate a public nuisance, and to protect interests related to the University’s educational mission. The University further reserves the right to inspect a room and its contents to investigate a possible violation of University or residence hall policies, including but not limited to possessing illegal substances, or conducting activities that could endanger the life, safety or welfare of members of the University community. The University shall not be liable for loss or damage from such necessary entrances. At the sole discretion of the University, advance notice might be given to the Resident.
A. Health and Safety Inspections: The University shall have the right, but not the obligation, to conduct random health and safety inspections in all residence hall rooms. Disciplinary action may result from severe or repeated health and safety violations. It is the responsibility of each resident to comply with the University’s health and safety regulations as outlined in the Resident Student Handbook. The health and safety inspections are not intended to be a substitute for such responsibility. The Resident will hold harmless the University from any suit, action at law, or other claim whatsoever resulting from or arising out of any injury to the Residents person or property while a resident under this Agreement.

B. State Fire Marshall Inspections: The University is required to provide access to any residential space annually to the State of Virginia Fire Marshall. Residents who are cited via these inspections must comply in correcting any and all violations. Residents that fail to correct these violations within the deadline outlined by HRL staff or within thirty (30) days will be referred for conduct action.

13. Assignment and Subletting: Subletting or transfer of Agreement of the contracted space is prohibited. The facility is to be used only as a primary residence. Residents who misrepresent the truth, intimidate assigned or prospective occupants or otherwise attempt to manipulate the housing assignment process are subject to disciplinary action.

14. Commercial Enterprise: Use of a residential facility related to any activity for business or financial gain is prohibited.

15. Smoking: Smoking, vaping, and e-cigarettes is prohibited in or within 25 feet of all housing facilities.

16. Changes to Assignments: Housing and Residence Life will review all room assignments for withdrawals or changes and may reassign students as needed to make efficient use of available space.

17. Room Changes: Housing and Residence Life will consider room changes on an individual basis. Room changes can be requested through the Residence Director of each building. Room Changes begin the second week of class each semester.

18. Furnishings and Facilities: Mason will choose and provide furnishings for each facility. Alteration of any furniture or facilities is prohibited. Mason will not furnish additional storage space during the academic year. All University-owned furniture must remain in its assigned space. It is prohibited to keep any item, including room decorations that may pose a fire hazard, in a residence hall room. Specific information on regulations, policies, prohibited and approved items related to furnishing and facilities are listed on housing.mason.edu.

19. Maintenance and Repairs: the University shall perform all normal interior and exterior maintenance and repairs as necessary. All needs for repairs should be reported to Housing and Residence Life using the online maintenance request form. Residents should not make their own repairs.

20. Residence Hall Damage: The Resident is responsible for any and all damages incurred during the Agreement term to the living/study areas and the Resident’s assigned residence hall room and/or loss of any furniture therein. In all cases, the verified University assessment is conclusive. 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. 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. The RCR will solely determine any billing assessed to the Resident for damage to the residence hall room. 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.

B. Climate: Resident acknowledges and understands that (a) the assigned space is located in a climate in which temperatures, humidity, and other naturally occurring conditions normally allow the growth of mold and mildew in locations where dampness or moisture are present; and, (b) upon moving into the assigned space, Resident will have control over and knowledge concerning conditions in the interior of the assigned space. Therefore, Resident agrees to do the following: (a) set thermostats to provide appropriate climate control; (b) maintain the assigned space in a clean condition by mopping, vacuuming, or wiping hard surfaces with a household cleaner; (c) promptly remove visible moisture or condensation on floors, walls, windows, ceilings and other surfaces; and (d) take other measures as may be necessary to prevent mold and mildew from accumulating in the assigned space (including without limitation reporting immediately to the University any evidence of water leaks, mold, or mildew-like growth).

21. Abandoned Property: All personal property, regardless of perceived value, will be considered discarded if left in or near the residence halls after the Student checks out of his/her room and/or the building closes. Any items of obvious worth 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 the student checked out.

22. Insurance: Mason does not assume any obligation or liability for loss or damage to items of personal property, which may occur in its buildings or on its grounds, prior to, during or subsequent to the terms of this Housing Agreement. This list includes but is not limited to damage, loss, fire, water damage, theft, and flooding. Students are urged to purchase renter’s insurance for protection against loss or property damage.

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

24. Cooking: The University permits cooking in designated kitchen areas of the residence halls only. In all other areas, cooking will be permitted with a University approved microwave, refrigerator/freezer and/or Micro-fridge unit.

25. Access: Keys and ID cards are property of Mason. It is against Virginia law to have duplicate keys made. Residents will be assessed a charge 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.

26. Guests: Visitation is negotiated with respect for rights and responsibilities of roommates, suitemates, and/or apartment mates. All roommates must consent to any guest. The presence of the guest must not pose an unreasonable burden or unreasonable infringement on the privacy and privileges of the roommate. Residents are responsible for the behavior of their guests and their compliance with all University policies. Please review the most up to date guest policy located in the Residential Handbook.

27. Meal Plans: Per Mason policy, all students residing on campus who lack a full kitchen in their living unit must purchase a meal plan. For details on options, please visit masonid.gmu.edu.

28. Criminal Conviction or Protective Order: If convicted of any felony or any crime requiring your registration on the Sex Offender or Crimes Against Minors Registry (SOR), or subject to a protective order at any time during the term of the Housing Agreement, the Resident is required within seventy-two (72) hours of the conviction or entry of the protective order, to notify in writing Housing and Residence Life in accordance with the notice’s provisions. Housing and Residence Life reserves the right to cancel any Housing Agreement if, in the sole judgment of Mason, a Resident may pose a threat of substantial harm to persons or to University property or if Mason determines that the Housing Agreement was granted on the basis of inaccurate or incomplete information in the application.

29. Sales, Solicitation, and Peddling: Sales, solicitation, and peddling are prohibited within University residential areas.
30. **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. Returning Students: Students must submit request for special accommodation to ODS no later than February 15, 2018, for priority consideration.
   B. New Students: Students must submit request for special accommodation to ODS no later than June 1, 2018, for priority consideration.

31. **Additional Provisions**: Mason retains unilateral right to terminate this license for the breach of any term or condition of this Housing Agreement by the student. Failure of either party to insist upon strict performance of any of the terms or conditions herein shall not be deemed a waiver of any rights or remedies of either party, and shall not be deemed a waiver of any subsequent breach or default in any of the terms or conditions herein. Mason retains the right to take interim action (suspension or relocation) at our discretion due to the disruption or likely impact on the community.

32. **Residential Student Handbook**: The Resident shall comply with all University policies and the rules and regulations as stated in the Residential Student Handbook and the George Mason University System for Student Conduct. These rules and regulations and any subsequently enacted are made a part of this Agreement by reference.

33. **Governing Law**: The terms of this Housing Agreement shall be governed by the laws of the Commonwealth of Virginia.

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**Agreement to Deal Electronically**

By choosing to electronically sign the George Mason University Residence Hall License Agreement and Dining Service Agreement below, you agree to the following Terms and Conditions:

1. All electronic communications will be sent to your official George Mason University email account.
2. At the end of this document you will be asked to provide an electronic signature. By doing so you will be agreeing to the Terms and Conditions of the 2018-2019 George Mason University Residence Hall License Agreement and Dining Service Agreement. Your electronic signature is legally binding.
3. You agree to contact Housing and Residence Life if you need information about your George Mason University Residence Hall License Agreement and Dining Service Agreement, and you recognize that electronic communication with that office may be interrupted by circumstances beyond that office’s control.
4. You agree to be responsible for keeping all records relating to the George Mason University Residence Hall License Agreement and Dining Service Agreement and for printing or making an electronic copy of these Terms and Conditions. Except as prohibited by law, you waive any requirement of a different method of communication in connection with your access to and communications about the George Mason University Residence Hall License Agreement and Dining Service Agreement. GEORGE MASON UNIVERSITY DOES NOT DISCRIMINATE AS TO RACE, COLOR, GENDER, SEXUAL ORIENTATION, RELIGION, AGE, NATIONAL ORIGIN, VETERAN STATUS, POLITICAL AFFILIATION, OR DISABILITY.

I hereby certify that I will be enrolled in classes at George Mason University during the agreement period. I agree that I have RECEIVED AND READ THE TERMS AND CONDITIONS, and agree that they constitute a part of this Agreement as fully as if set out over my signature. I understand that I am signing a BINDING Agreement.