



This agreement (the “Agreement”) is entered into between Southern Virginia University (the “University”) and you (the “Resident”). In order to be eligible to enter into this Agreement, Resident must be a matriculated student at the University for the full duration of the Agreement. Any exceptions to this requirement may be made at the absolute and sole discretion of the University Housing Office.

**Resident acknowledges that Resident is aware of and agrees to abide by the policies set forth in this Agreement, including the COVID-19 Addendum. The Resident understands that the COVID-19 Addendum may be updated or revised from time to time. Resident agrees, at all times during the duration of this Agreement, to be governed by the provisions set forth in the COVID-19 Addendum then in effect, whether or not such provisions were in effect at the time of entering into this Agreement. To the extent that there are any conflicts between the provisions of the Agreement and the provisions of the COVID-19 Addendum, the provisions in the COVID-19 Addendum shall govern.**

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the University and the Resident agree as follows:

### **BEDROOM**

After all applicable scholarships, discounts, and grants, Resident’s housing agreement at

\_\_\_\_\_ (location) is assessed at a rate of \$ \_\_\_\_\_ per semester  
or \$ \_\_\_\_\_ per year.

### **BOARDING**

Residents are required to select a meal plan option. Resident shall initial the preferred meal plan:

Residents of the Lofts, Craton, or Robey:

\_\_\_\_\_ Knight All-Access (\$2,725 per semester)

\_\_\_\_\_ Knight Standard (\$2,415 per semester)

Residents of Walnut, Carriage, Stoddard Living Center or Gayle Smith:

\_\_\_\_\_ Knight All-Access (\$2,725 per semester)

\_\_\_\_\_ Knight Standard (\$2,415 per semester)

\_\_\_\_\_ Standard Commuter (\$1,400 per semester)

\_\_\_\_\_ Partial Commuter (\$525 per semester)

The University shall provide a bedroom in accordance with the foregoing terms to \_\_\_\_\_, the Resident, from \_\_\_\_\_, 20\_\_\_\_ through \_\_\_\_\_, 20\_\_\_\_. The University shall also provide boarding to the Resident at the rate indicated by the Resident above.

- If the Resident is required to arrive on campus to participate in an athletic or other University program prior to or longer than the above dates and times, the coach or program director may contact the Office of Housing to arrange exceptions.
- Residents who have not checked in by the first day of classes may lose their room assignment, and this Agreement may be canceled by the University.

The Resident shall compensate the University at the rate of \$\_\_\_\_\_ for the term of time listed above for bedroom, and \$\_\_\_\_\_ for boarding, tendered on the first day of each month. The total value to be provided by the Resident for bedroom and boarding under this Agreement shall be \$\_\_\_\_\_.

My signature acknowledges that I have read and understand the *Southern Virginia University Housing Residency Agreement (including the COVID-19 Addendum)* and that I agree to abide by all terms, conditions, and payment obligations therein.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Resident's Signature (or Parent's Signature if Resident is under 18 years old)

\_\_\_\_\_  
Student ID Number

\_\_\_\_\_  
Resident's Printed Name

1. **Availability.** Appropriate efforts will be made to accommodate all qualifying persons without regard to race, color, creed, religion, national origin, sex, sexual orientation, familial status, handicap, or elderliness in compliance with all applicable federal, state, and local fair housing laws and regulations.
2. **University Health and Safety Policies.** Resident understands and acknowledges that the University has reserved the right to make changes to the policies governing University housing to ensure the safety and health of the community. Resident understands and acknowledges that Resident must adhere at all times to expectations, policies, and rules instituted by the University and/or the Office of Housing, including, without limitation, the COVID-19 Addendum to this Agreement. Resident understands and acknowledges that failure to adhere to such requirements may result in Resident's removal from University housing (without a release from Resident's financial obligations under this Agreement) and/or University disciplinary proceedings.
3. **Payment.** Rent shall be paid to the University in an approved manner. This may be done via cash, check, credit/debit card, or through financial aid. Rent is due and payable per the University's published payment deadlines for each semester/term.
4. **Delinquency.** Resident understands and acknowledges that if Resident fails to make payment when due, the University has the right to assess a late payment penalty fee and to place holds on Resident's class registration and transcript until all outstanding rent and other housing obligations are paid in full.
5. **Utilities.** The University agrees to pay for Resident's reasonable use of water, garbage, sewer, natural gas, internet, and Southern Virginia University Campus Television content. However, any unreasonable use of water, garbage, sewer, natural gas, internet, or Southern Virginia University Campus Television by Resident will be billed to Resident and Resident agrees to pay for such unreasonable use as set out by University billing practices.
6. **Building Access.** Certain residence units are accessed through University keys other key cards. Keys and key cards are nontransferable. Resident agrees that, if a key or key card is lost, Resident will immediately contact the Office of Housing so that the key card can be deactivated or key replaced. A fee of one hundred dollars (\$100.00) may be charged if a key or key card is not returned upon termination of this Agreement. Resident agrees to pay such charge if the issued key or key card is not returned upon the termination of this Agreement.
7. **Subletting.** Resident shall not assign or transfer this Agreement or sublet any portion of the premises.
8. **Occupancy and Transfers.** The University reserves the right to fill vacancies or to require the Resident to move to another residence unit if in the sole discretion of the University it deems a transfer is in the interest of the University.
9. **Cancellations.** The Resident is obligated to honor the terms of this Agreement. The Resident will not be released from the Agreement to move to off-campus housing. Exceptions to this policy may be granted by the University in the University's absolute and sole discretion.
10. **Enrollment Status Change.** Withdrawal, suspension, or dismissal from the University is considered a material breach of this Agreement requiring the Resident's immediate removal from University housing and payment of all existing and future obligations under this Agreement unless the Resident is granted an exception by the University. The decision to grant or deny an exception is within the absolute and sole discretion of the University.
11. **Termination by the University.** In any of the following circumstances, the University may, in its sole discretion, declare a material breach of this Agreement and elect to terminate this Agreement and remove Resident: Resident fails to make any payment required under this Agreement when due; Resident or Resident's invitee causes damage with a cost that exceeds one hundred fifty dollars (\$150.00); Resident causes a material, substantial, or continuing breach of this Agreement; Resident endangers human life (including threats of suicide); Resident threatens physical harm against other individuals; Resident repeatedly harasses, annoys, or disturbs other individuals; Resident intentionally damages, defaces, or destroys the property of, or threatens physical harm against, other residents or University employees; Resident is deemed to be disruptive to the University or Housing community; Resident fails to maintain residence unit in acceptable standards of cleanliness, as determined by the University; Resident suffers, permits, or maintains any nuisance, or health or safety hazard in the space on University property; or Resident uses the premises for unlawful purposes or contrary to University policy. If termination is sought by the University, Resident shall pay all past and future amounts owed under this Agreement.
12. **Damage.** The Resident is liable for damage to the residence unit or any ancillary facility, including furniture, appliances, fixtures, doors, equipment, and for maintaining the unit in a safe and sanitary manner. In the event of damage or failure to maintain the unit in a safe and sanitary manner, the University will hold each resident of a unit jointly and severally liable for any repair, replacement, or excessive cleaning costs and resident(s) may be billed accordingly.
13. **Disturbances.** Resident shall not conduct activities in the residence unit that unreasonably interfere with the use or enjoyment of other occupants of the same unit or neighboring units.
14. **Right of Entry.** Resident agrees to permit the University immediate access to the housing unit for inspection and all lawful purposes, including, without limitation, repairs, health and safety inspections, active investigations related to reported violations of the University Code of Conduct, delivery of official University notifications, and emergencies.
15. **Resident's Personal Possessions.** The University shall have no responsibility for Resident's personal possessions. Resident may purchase renter's and/or liability insurance at Resident's discretion and expense. The University may remove Resident's personal possessions for the following reasons: an emergency (including, without limitation, an emergency under the COVID-19 Addendum); the individual is not authorized to be in University housing; there exists the potential for harm to an individual or damage to property or the item presents a safety hazard; and/or in the case of suspected illegal activities.
16. **Alterations.** Resident shall not paint, wallpaper, add or change locks or make other alteration to the property without the University's prior written consent.
17. **Parking.** Residents may park motor vehicles only in spaces designated by the University. There may be insufficient parking spaces available for all occupants of residential housing units.
18. **Soliciting.** Resident shall not give solicitors or salespeople access to the residence unit or participate in organized business or private enterprise for remunerative purposes from the residence unit.
19. **Furnishings.** The residence unit is provided to Resident in a furnished condition. Resident agrees to treat all appliances, furniture, furnishings, and electrical and plumbing fixtures in the unit with care, and to promptly report any damage or malfunction to the University Housing Office.
20. **Health and Safety.** Resident understands and acknowledges that the health and safety of all student residents must be honored. Resident agrees that Resident shall comply with all laws, health codes, fire codes, and regulations of all municipal, state, and federal authorities. In addition, as referred to in Paragraph 2 above, Resident understands and acknowledges that the University and/or Office of Housing may promulgate health and safety rules and regulations, the specific content of which may change over time. Resident agrees that Resident shall comply at all times with all such University and/or Office of Housing rules and regulations that are then in effect, whether or not such rules and regulations were in effect at the time of entering into this Agreement.
21. **Animals.** Resident understands and acknowledges that no animals may be kept or maintained on the premises unless Resident has obtained authorization from the University to have a service and/or

emotional support animal (an “Assistance Animal”). If the University provides authorization for an Assistance Animal, the University shall provide reasonable accommodations to support the Assistance Animal. Resident understands and agrees that Resident must adequately supervise and care for Resident’s Assistance Animal and that Resident will be responsible for any damage caused by the Assistance Animal. If an Assistance Animal is left unattended, such animal will be boarded, and any incurred expenses related to such boarding will be the sole responsibility of Resident.

22. **Guests.** Resident understands that Resident may not host a guest(s) for longer than two consecutive nights in any University Housing facility, and that hosting guest(s) for any length of time on a repetitive basis is not permitted. Without exception, guests must be approved in advance by University Housing and in accordance with University policies and procedures. Resident understands and acknowledges that Resident is responsible for the actions of Resident’s guest(s).
23. **Regulations.** Resident agrees to abide by all federal, state and local laws, ordinances and regulations. The Resident agrees to abide by all published University policies and procedures, including, but not limited to, the Code of Conduct.
24. **Governing Law and Jurisdiction.** This Agreement shall be governed by the laws of the Commonwealth of Virginia without reference to its choice of law provisions. The parties hereby consent to the jurisdiction of the Courts of the Commonwealth of Virginia and agree that any and all legal actions arising from or relating to this Agreement or the activities contemplated herein shall be brought and maintained in the Courts of the City of Buena Vista, Virginia.
25. **Waiver of Liability.** Resident waives any liability of the University with respect to injury to person, including death. Resident agrees to hold the University harmless for any damage or loss to Resident’s property, due to fire, flood, theft, or any other causes. Resident also agrees to hold the University harmless for any interruption of water, heat/air conditioning, electricity, cable television, Internet access, and elevator service.
26. **Entire Agreement/Modifications.** This Agreement (including the COVID-19 Addendum) represents the entire agreement of the parties. This Agreement supersedes all previous communications, representations, or agreements, either verbal or written. This Agreement (including the COVID-19 Addendum) contains the entire agreement and no oral understanding or agreement not incorporated herein shall be binding on the Resident or the University.
27. **Severability.** If any provisions of this Agreement are ruled illegal or invalid by judgment or court order, such ruling shall not affect the validity or enforceability of the remainder of the provisions of this Agreement.



# Residency Agreement

## COVID-19 ADDENDUM

- A. COVID-19 POLICY:** The University has developed and continues to develop rules, regulations, and policies to reduce the spread of COVID-19. Resident understands and acknowledges that Resident is required to comply with these rules, regulations, and policies.
- B. POTENTIAL UNAVAILABILITY OF UNIVERSITY HOUSING:**
1. Prior to student move-in: If occupancy restrictions or other health and safety measures prevent the University from accommodating all students with agreements for student housing, the University reserves the right to terminate student housing agreements prior to student move-in. In this situation, the University will contact affected students as soon as possible, and such students will be released from all financial obligations owed under the University Residency Agreement that was terminated by the University.
  2. After student move-in: The University reserves the right to terminate student housing agreements and require student residents to leave University housing in the event of University closure or emergency circumstances, including public health emergency needs and pandemics such as COVID-19. In this situation, the University will give notice to student residents in as timely a manner as reasonably possible given the underlying emergency circumstances. Resident acknowledges that any such University closure or emergency circumstances are beyond the control of the University. Resident further acknowledges and accept the following terms of termination of this agreement.
    - a) In the event University classes and other gathering of students are suspended, for the above-mentioned concerns for safety and health, but where University housing and food services can be operated safely University housing and food service will remain open and contracts will remain in full force and effect.
    - b) If for the above-mentioned concerns for safety and health the University or, Federal or State governing body, determines housing and food service cannot be operated safely the University shall issue a partial refund or credit equal to half the prorated value of the remaining commitment of time pursuant to the Agreement.
- C. POTENTIAL REASSIGNMENT / ALTERNATE OCCUPANCY / CHANGE IN DESIGNATION:** The University reserves the right at any time to reassign a student resident to an alternate residence unit based upon the needs of the University. Such reassignment may be temporary or permanent. The University also reserves the right to require a student resident to occupy an alternate residence unit (other than their assigned residence unit) when the University determines in its sole discretion that public health concerns (including, but not limited to, isolation and quarantine required by COVID-19) so require. The University expects that the duration of such occupancy in an alternate residence unit will be temporary, but this situation could result in a temporary or permanent reassignment of residence unit based upon the needs of the University. The University also reserves the right to designate currently assigned residence units for expanded or decreased occupancy or for other purposes based upon the needs of the University. The University will give notice to student residents of such reassignment, alternate occupancy, or

designation. Any such reassignment, alternate occupancy, or designation will not release student residents from or alter obligations under the University On-Campus Housing Agreement for Spring 2021.

- D. REMOVAL OF RESIDENT'S PROPERTY:** The University reserves the right, in the event of an emergency, including, but not limited, to closure due to a public health emergency such as COVID-19, to remove personal property belonging to student residents from University residence units and common areas. In this situation, in the University's absolute and sole discretion, the University may store such personal property or arrange for pick-up by or shipping to student residents. If personal property is shipped to a resident, such resident will be responsible for the payment of all shipping costs. The University does not assume any obligation or liability for loss or damage to items of personal property that may occur during removal, storage, pick-up, or shipping of resident belongings. The University may destroy and discard personal belongings such as perishable items, alcohol, illegal drugs and drug-related paraphernalia, explosives, and hazardous materials. If the University discovers items that raise concern for safety or that violate University policy or law, the University may initiate disciplinary proceedings and/or notify law enforcement.
- E. RESIDENT'S UNDERSTANDING REGARDING COVID-19 RISKS:** Resident understands that, despite the University's commitment to the health and safety of the University community, the University cannot guarantee that Resident will not be exposed to or infected with COVID-19 while residing in University residential housing. Resident further understands that certain individuals have increased risks for severe complications from COVID-19 and that the risks of exposure are higher for such individuals. Resident also understands that the risk of contracting any contagious illness may increase with housing density, such as University residential housing. Furthermore, Resident affirms and agrees to abide by the provisions of the Acknowledgement of Risk and Citizenship Agreement between Resident and the University.