

CHRISTOPHER NEWPORT UNIVERSITY RESIDENCE LIFE & HOUSING ADMINISTRATION

2025 - 2026 Housing and Dining Services Contract

This document establishes the terms and conditions upon which Christopher Newport University (hereinafter "CNU" or "the University") provides a student occupancy of one bed space in University-operated Residence Halls. Occupancy in some University operated Residence Halls requires participation in University Dining Services plans as provided herein. Acceptance of these terms creates legally enforceable rights and obligations.

This contract may not be canceled, waived, modified, or reassigned, except as provided below.

Nothing in this contract limits the authority and power of the University to establish or change policies, rules or regulations which, upon their effective date, may operate prospectively to unilaterally modify the terms of this contract expressly or by implication.

Housing Terms and Conditions

I: University Housing Eligibility

During the fall and spring semesters, in order to be eligible to reside in University-operated Residence Halls, a student must be currently enrolled and registered for at least a full-time course load (12 undergraduate credit hours) at Christopher Newport University.

If a student, at any point during occupancy, ceases to maintain a full-time course load (or less than 12 undergraduate credit hours), the student must notify Residence Life and Housing Administration ("RLHA"). If the demand for on-campus housing makes it necessary, a student registered for fewer than 12 credit hours may be required to vacate their assigned space to make space for a full-time student.

A student must provide the required immunization documents according to the University's immunization policy (refer to <u>University Policy 9025</u>) prior to moving into their assigned bed space. A student who does not meet this requirement will not be permitted to move into a Residence Hall until compliant and shall remain obligated to the charges detailed in this contract if non-compliant.

Eligibility for University-operated Residence Halls may be withdrawn, at any time, at the University's sole discretion, as the result of conduct or other policy violations, non-payment, or other reason deemed to be in the best interest of the University or the student.

II: Housing Assignment

RLHA is responsible for room assignments for students. The University may change a room assignment at any time, as deemed necessary. RLHA does not guarantee assignment to a particular room, Residence Hall, or type of accommodation.

Returning students will select and be assigned space by participation in a Housing Selection process, or assigned by RLHA when the student has accepted this contract and does not select a space through the Housing Selection process. The Housing Selection process will be available to all current students residing on campus (hereinafter "residents"), students studying abroad in a University-approved program, and students participating in approved internships.

Residents are required to move into their assigned bed space in accordance with the published move-in schedule, and verify their residency during the room verification period.

After the close of the room verification period, in which residents' occupation of their assigned rooms is confirmed, residents may request a room change. Additional administrative and housing fees may apply if the request is granted.

Residents may not change their room assignment without prior approval from RLHA. Requests to change rooms or roommates must be approved by a staff member in Residence Life and Housing Administration. Unauthorized room changes will result in a \$150.00 charge, and the resident will be required to move back to the assigned space.

If a bed space is or becomes available in any room for any reason, RLHA may fill the vacancy for any reason and/or to consolidate available space by reassigning residents.

The University may reassign a resident to an alternative space during the contract term as needed for University purposes and the student may be responsible for any difference in fees/rates.

The University may enter a resident's room and common areas at any time for any University purpose. This includes the right to enter without notice or consent to conduct an administrative search or inspect for personal and fire safety.

III: Occupancy Periods

The term of this contract and the period of occupancy are not the same. The periods of occupancy for the 2025 - 2026 academic year are as follows:

- Thursday, July 31, 2025 to Monday, July 6, 2026, in:
 - Rappahannock River Hall
 - o CNU Apartments: Jefferson, Monroe, and Washington
 - o Greek Village

• Friday, August 22, 2025 to Friday, June 12, 2026, in:

- o Presidents Hall
- o CNU Landing
- o CNU Apartments: Harrison and Madison
- o CNU Village: Taylor, Tyler, and Wilson

• Friday, August 22, 2025 to Wednesday, May 6, 2026, in:

- Santoro Hall
- o York River Hall
- o Potomac River Hall
- o James River Hall
- Warwick River Hall

These Residence Halls are closed during the Thanksgiving, Winter, and Spring breaks, as published in the residential calendar available at https://cnu.edu/life/housing/calendar. Closure periods are excluded from the occupancy period.

The periods of occupancy are subject to change by the University.

Failure to occupy the assigned bed space at the start of the occupancy period (i.e. on the designated move-in day), without authorization from RLHA, may result in the loss of an assigned space, termination of the contract, and cancellation fees being added to the student's account as defined by the cancellation terms of this contract.

Residence Halls will be closed during the Thanksgiving, Winter, and Spring breaks unless announced otherwise, with the exception of CNU Apartments, Presidents Hall, CNU Village, Greek Village, CNU Landing, and Rappahannock River Hall. Residents may not remain in their assigned space when their Residence Hall is closed, except with permission from Residence Life and Housing Administration.

Residents may request an extension of their occupancy beyond the period of occupancy listed in this contract by requesting to arrive early or stay late, or request permission to remain in housing when a Residence Hall is closed. Such extension of their occupancy must be approved in advance and in writing by Residence Life and Housing Administration. The terms of this contract apply to any extended period of residency, and a fee of \$40.00 per day will be charged for each day of occupancy beyond the dates listed above, break period occupancy or otherwise designated by the University. Charges incurred for early arrival, late stay, and/or break stay, will be applied to a student's account regardless of the reason. If an academic or administrative unit chooses to supplement or offset the charges incurred, that is a transaction between the resident and the corresponding department, exclusive of Residence Life and Housing Administration.

Incoming first-year students and new incoming transfer students who are required to arrive prior to the start of their assigned occupancy period, specifically for Welcome Week or their orientation program, will not be charged for the additional housing timeframe when they are arriving on or after the approved move in date.

All graduating residents who plan to participate in a commencement ceremony at the end of the semester of their graduation are permitted to occupy their assigned residential space until 12:00 PM (noon) on the day following the commencement ceremony without incurring additional fees. Graduates who are not participating in the commencement ceremony must vacate their assigned residential space upon the closure of the main campus residence halls, as specified in the residential calendar available at https://cnu.edu/life/housing/calendar.

Residents must move out at the conclusion of the occupancy period. Regardless of when or why an assigned space is vacated by a resident, the resident must check out with a Residence Life and Housing Administration staff member and return any assigned room key and mailroom key at that time. Failure to check out properly and immediately upon vacating the assigned space may result in an improper checkout fee and charges for each additional day beyond the occupancy period that the resident has not checked out. Students who do not checkout properly may not be eligible to appeal improper checkout fees or other related charges.

Fee amounts are posted on the CNU Housing Portal in the Forms/Resources section and the RLHA website.

IV: Resident Conduct

Residents are expected to conduct themselves in a manner which does not interfere with University activities, the rights, property, and privacy of others, and residents must comply with all local, state, and federal law. All residents are bound by and expected to comply with the terms and conditions of this contract, and all policies and procedures set forth in the Housing and Dining Services Contract, Student Handbook, Residence Life and Housing Administration Handbook, Student Code of Conduct/Honor Code, and any other policy, rule, or regulation governing student conduct that may be adopted during the period of occupancy, which are hereby incorporated herein. Failure to do so may result in the resident being removed from housing, denied future on-campus housing, campus disciplinary action, and possible legal action, at the University's discretion.

Residents occupying a unit with a vacant bed space are required to keep that space free of personal property and are prohibited from using any additional furniture associated with that space. Unauthorized use of a vacant bed space may incur a fee per day for each violation, and the resident will be obligated to clear the space promptly.

Residents may not allow anyone else to occupy the room or bed space assigned to the resident.

Residents who are issued hard keys shall not duplicate the issued keys or share the keys with anyone.

Pets, permanent or visiting, are not permitted in the Residence Halls. Service animals may be permitted in Residence Halls only pursuant to applicable University Policy.

The University may immediately remove or limit access to residence halls for any resident, regardless of student status, residing on campus for any violation of local, state, or federal law, or violation of any University Policy or policy in the Student Handbook, Student Code of Conduct, or Honor Code.

Additionally, a resident's recurring disregard for the terms of this contract may result in termination of this contract, at the discretion of the University, without refund.

V: Damages, Fire, and Theft

The resident agrees to utilize public areas of the Residence Hall, their assigned space, and residence hall equipment and furnishings as intended. Residents are responsible for the behavior and actions of their guests. Appropriate use obligations include, but are not limited to the following:

Residents and their guests shall not alter, deface, or otherwise damage fixtures, signage, walls, locks, elevators, or any other aspect of the building. Each resident is financially responsible for damages to the room they are assigned and for damage or loss to the furnishings and fixtures provided by the University, including if damage is caused by a resident's guest. The resident agrees to pay for the restoration of University property to its original condition at the time of occupancy and for repairs or replacement (except normal wear and tear).

Damage to common spaces will be charged equally to each resident assigned to the unit. If one or more residents accepts responsibility for the damage, a written statement from the responsible party must be submitted to Residence Life and Housing Administration in order for no charges to be assessed to the other residents.

Residents may not remove or alter University furnishings from any assigned room or common space. Removal of residence hall property from its appropriate room is considered theft.

Residents are responsible for completing a Room Condition Form (RCF) within seven (7) business days of move-in. The resident is responsible for advising the University of any issue or malfunction in their assigned space and within the Residence Halls.

VI: Personal Property and Abandonment of Property

Residents assume the risk of loss of personal property they, or their guests, bring into their room and are responsible for securing and protecting their own belongings. The University is not responsible for residents' personal property.

Items abandoned in University-operated Residence Halls are subject to the procedures outlined in <u>University Policy 1070</u>.

Dining Services Terms and Conditions

VII: Dining Plans

A dining plan is required for all residents living in York River Hall, Santoro Hall, Potomac River Hall, James River Hall suites, and Warwick River Hall. First-year residents in the aforementioned Residence Halls must have the Unlimited Dining Plan during their first semester living on campus. Second-year, third-year, and fourth-year residents in one of these residence halls may select from the 14 Dining Plan, 10 Dining Plan, or Unlimited Dining Plan.

The 80 Block Dining Plan is only available to commuter students and residents who reside in a unit with a kitchen (CNU Landing, CNU Apartments, CNU Village, Presidents Hall, Rappahannock, Greek Village, and James River Apartments/Theme Units). Access to a community kitchen does not qualify residents for the 80 Block Dining Plan or to avoid the dining plan requirement.

Dining fees are published online at https://cnu.edu/life/dining/mealplans/.

Meals will be served during the hours designated by Dining Services. Dining plans are not in effect during fall, Thanksgiving, winter, and spring breaks. No credit adjustments or refunds are available for missed meals or unused dining dollars. Service may also be suspended if the campus is closed in an emergency or other exigent circumstance. Students who arrive before the start of their occupancy period or the first day of classes may purchase Captain's Cash for use at campus retail locations. The University is not responsible for providing meals to residents during periods when classes are not in session, including University closures or scheduled break periods.

Any resident who has not selected a required dining plan by July 1 will be administratively assigned the Unlimited Dining Plan and notified by Residence Life and Housing Administration.

The selected or assigned dining plan remains in effect for the entire academic year (fall and spring semester). Requests for dining plan changes must be received by Residence Life and Housing Administration no later than 9:00am on the Friday of the first week of classes in either semester in order to be considered, and will not take effect until approved.

Any resident who moves from dining-plan optional housing to residential housing where a dining plan is required will be provided with a dining plan of their choosing and obligated to pay for the same on a pro rata basis effective the date of the move. If no dining plan is selected in advance of the move, the Unlimited Dining Plan will be assigned and the student will be notified by Residence Life and Housing Administration.

Residents moving from a Residence Hall where a dining plan is required to a dining planoptional Residence Hall may file a request to cancel or change their dining plan with Residence Life and Housing Administration.

A resident who is released from a residential housing contract is automatically released from their dining plan on the same terms as the housing contract.

Changes to dining plans and options may be made by the University. Plan changes will be published online at the Dining Services webpage https://cnu.edu/life/dining/.

Dining service days, plan use detail, hours, and related terms and conditions are published online at the Dining Services webpage on or before August 1 and are subject to change without notice. For additional information please visit: https://cnu.edu/life/dining.

Rates, Payments, and Deposits

The resident agrees to pay the room and board rates that are established by the Board of Visitors for the academic year or portion thereof for which this agreement is applicable. No refund or partial refund is available for unoccupied space or unused meals during a University closure, or other delays or changes to the academic or residential calendar.

Room and board rates are published at https://cnu.edu/life/housing/roomandboard/. Rates for the next academic year will be posted within five business days of approval by the Board of Visitors.

Room and Board fees must be paid in full prior to occupancy or dining plan use unless there is a pending financial aid award verified by the Financial Aid Office, or when payment arrangements have been agreed upon with Student Accounts.

Residents will be notified of their charges via their official University email account prior to the payment deadline and according to the timelines set forth by Student Accounts. A registration hold may be placed on student accounts for unpaid balances, and all accounts must be settled prior to registering for the next semester's classes.

Charges may be adjusted related to a room change or dining plan change. Charges are based on the room assigned and/or dining plan selected.

The resident acknowledges that room types, styles, sizes, configurations, and shapes vary. No additional charge, credit, or other financial offset will be provided related to facility variations.

Returning students who already have a housing deposit balance on account retain that deposit balance, less any fees for cleaning, damage, or lost keys. The housing deposit will remain in the student's account as long as they reside in the University's residence halls and will carry over to the following academic year if the student participates in the Housing Selection or signs a housing contract for the following year.

Cancellation of the Contract

VIII: By the University

The University may terminate or temporarily suspend all or any part of this agreement without notice in the event of an exigency that would make continued operation of student housing and/or dining service unsafe or impracticable.

The University may unilaterally cancel this contract under the following circumstances:

Rescinded Admission: Admitted students who have their admission rescinded prior to enrollment will be released from further obligations. If admission is rescinded prior to the student's approved move in date and prior to dining plan use, all room and board charges will be removed from the student's account. If this occurs after the student's approved move in date or after dining plan use, the student will receive a prorated reduction of room and board charges based on dining plan use and/or dates of occupancy.

Dismissals or Suspensions: The contract will be canceled without a refund if a student is dismissed or suspended from the University or from University Housing. Any remaining housing deposit balance will also be forfeited. The resident will be responsible for room and dining plan fees through the end of the semester in which the decision to dismiss or suspend occurs. In addition, fees for damage to University property may also be assessed.

University Determination: If the University determines that continued occupancy by an individual resident would pose an unacceptable risk of harm to the general well-being of themselves or others, or the residential community, the resident may be removed from housing immediately. The student will remain obligated to pay the balance of room and dining plan charges due for the contract term and any additional charges for damages that may apply.

IX: By the Student

Residency Exemptions: Students who are assigned a bed and receive approved exemption from residency, may cancel their contract without a financial penalty up until July 1. A \$500 cancellation fee applies for cancellations due to an approved exemption after July 1. If a student is approved for a residency exemption, but nonetheless signs this contract and takes occupancy of a bed space, the student will remain financially responsible for the current term's charges and may be subject to a \$500 cancellation fee.

New Students: Admitted new students and new transfer students may cancel their contract without financial penalty by July 1 or 10 business days after accepting an offer of admission, whichever is later, if they receive an exemption or are no longer attending. Cancellations after July 1 will be charged a \$500 cancellation fee.

Returning Students: Returning students who participate in the Housing Selection process and receive a room assignment have five business days from the conclusion of the Housing

Selection process to cancel their contract without a financial penalty. Students will be released from further obligations if the contract is canceled within the five-day period. Cancellations after the five-day period and up until July 1 will be assessed a \$500 cancellation fee. Returning students who participate in Housing Selection and request to cancel this agreement after July 1 will result in a cancellation fee equal to one semester of their applicable housing and dining charges.

Withdrawals: After occupancy, residents who voluntarily withdraw from Christopher Newport University will receive a prorated refund of room and board charges based on the deadlines set for tuition refunds by the Business Office. Prorated refunds are based on the date the resident vacated and checked out of their assigned bed space. After the tuition refund date has passed, no refund of room and board fees is available.

Medical or Military Withdrawal: Residents who are approved for a medical or military withdrawal will receive a prorated refund of their room and board fees even if the withdrawal occurs after the tuition refund date set forth by the Business Office. Prorated refunds are based on the date the resident vacates and checks out of their assigned bed space.

General Terms and Conditions

This Housing and Dining Services contract commits the University to providing residential and dining service for the academic year, both fall and spring semesters. The term of the contract begins on the date the student electronically signs this contract, and concludes on the last day of occupancy. Financial obligations created by this contract must be met by the payment due date as set forth by the Business Office in the bill which is delivered to the resident's official University email account prior to the beginning of each semester. Billing and Due Date information is available at https://cnu.edu/businessoffice/. In the absence of approved cancellation, financial obligations unpaid on that date are enforceable, owed and collectible. Failure to pay room and board fees by the deadline set forth by the Business Office may result in immediate termination of occupancy.

This contract shall be construed and interpreted in accordance with the laws of the Commonwealth of Virginia, regardless of any choice of law doctrine. Any terms or conditions in this document are determined to be unenforceable for any reason are deemed severable and all remaining portions shall remain in force.

Any fees incurred by the University in the enforcement of this contract, such as attorney fees or collections fees, shall be reimbursed by the resident.

All communication regarding this agreement, housing, or dining, will be sent to a student's official University email account.

Students in need of accommodations in housing or dining should contact Accessibility and Care Team Support (ACTS) at https://cnu.edu/life/accessibility-support/. Accommodations must be requested and approved by Accessibility and Care Team Support in order to be provided to the resident in University housing or dining services.

Students who are notified that they are no longer eligible for housing on campus agree to vacate their assigned space within 24 hours of notice.

This contract is effective and binding upon signature. If the student is a minor at the time of contract acceptance, the student's parent or guardian must also sign this contract. The parent or guardian's agreement to the terms and conditions of this contract also permit the student to make routine decisions related to their housing and dining which may incur additional fees including but not limited to room change, dining plan change, addition of summer housing, or cancellation fees.