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CHRISTOPHER NEWPORT UNIVERSITY  
RESIDENCE LIFE AND HOUSING ADMINISTRATION

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**2024-2025**

**Housing and Dining Services Contract**

This document establishes the terms and conditions upon which 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 cancelled, waived, modified, or reassigned, except as provided below.

Nothing in this document limits the authority and power of Christopher Newport 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: 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 resident ceases to maintain a full-time course load, they must notify the Office of Residence Life and Housing Administration. If the demand for on-campus housing makes it necessary, a resident registered for fewer than 12 credit hours may be required to vacate their assigned space to make space for a full-time student.

Residents must provide the required immunization documents according to the University's immunization policy (see University policy 9025) prior to moving in. Students who do not meet this requirement will not be permitted to move into a University residence hall until compliant and shall remain obligated to the charges detailed in this contract if non-compliant.

Eligibility for University Housing may be withdrawn, at any time, in the University's sole discretion, as the result of conduct or other policy violations, non-payment, or other reason deemed to be in the best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**

Christopher Newport University does not guarantee assignment to a particular room, residence hall, or type of accommodation.

The Office of Residence Life and Housing Administration makes all room assignments for incoming freshman and transfer students. The University may change a housing assignment at any time, as deemed necessary.

Returning students will select and be assigned space by participation in a Housing Selection Process, or by the Office of Residence Life and Housing Administration when the student has accepted this contract and does not select a space.

The Housing Selection Process will be available to all current residents, students studying abroad in a University approved program, and students participating in approved internships.

Residents are required to move into their assigned room in accordance with the published move-in schedule. Residents may not change their room assignment without prior approval from the Office of Residence Life and Housing Administration. Requests to change rooms or roommates must be approved by the Office of Residence Life and Housing Administration. Unauthorized room changes will result in a \$150 charge, and the resident will be required to move back to the assigned space. Violations of this term may also result in disciplinary action. After the close of the roster verification period, in which residents' occupation of their assigned rooms is confirmed, residents may request a room change. Additional administrative and housing fees apply if the request is granted.

If a space becomes available in any room for any reason, the Office of Residence Life and Housing Administration may fill the vacancy and/or consolidate available space by reassigning residents. The University may reassign residents to an alternative space during the contract term as needed for University purposes.

Residents may not allow anyone else to live in the space assigned to the resident.

### **III: Occupancy Periods**

The term of this contract and the period of occupancy are not the same. The periods of occupancy for the 2024-2025 academic year are as follows:

- **Monday, July 29, 2024 to Saturday, July 5, 2025, in:**
  - Rappahannock River Hall
  - CNU Apartments: Harrison, Jefferson, and Madison
  - Greek Village
  
- **Friday, August 23, 2024 to Friday, June 13, 2025, in:**
  - Presidents Hall
  - CNU Landing
  - CNU Apartments: Monroe and Washington
  - CNU Village: Taylor, Tyler, and Wilson
  
- **Friday, August 23, 2024 to Wednesday, May 7, 2025, in:**
  - Santoro Hall
  - York River Hall
  - Potomac River Hall
  - 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://housing.cnu.edu>. Closure periods are excluded from the occupancy period.

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

Failure to occupy assigned space on the designated move-in day, without authorization from the Office of Residence Life and Housing Administration, may result in the loss of an assigned space, termination of the contract, and cancellation fees being added to your account as defined by the cancellation terms of this contract.

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

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 the Office of Residence Life and Housing Administration.

Residents may request an extension of their occupancy beyond the period of occupancy listed above by requesting to arrive early or stay late, or request permission to remain in housing when a residence hall is closed. Such occupancy must be approved in advance by the Office of Residence Life and Housing Administration. The terms of this contract apply to that extended period of residency, and a per-day fee will be charged for each day of occupancy beyond the dates listed above, break period occupancy or otherwise designated by the University. Fees may be forgiven upon showing of extraordinary circumstances.

Charges incurred for early arrival, late stay, and/or break stay, will be applied to a student's account regardless of the reason. Fees are calculated as the daily rate times the full duration of the approved additional time period, or the actual additional duration, whichever is greater. 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 the Office of Residence Life and Housing Administration.

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

Graduating seniors whose term of occupancy concludes prior to graduation may continue to occupy their assigned housing until noon the day after commencement without additional charge. The term of occupancy for Residents who graduate at the end of fall semester and are not continuing as a full-time student into spring semester ends, and they must vacate their space, when main campus residence halls close for winter break as published in the residential calendar available at <https://housing.cnu.edu>.

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 keys 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.

Fee amounts are posted at <https://my.cnu.edu/housing/resources> in the General Information and Forms section.

#### **IV: Resident Conduct**

Residents are expected to conduct themselves in a manner which does not interfere with the rights and privacy of others, the University, personal property, and 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 and Residence Life Handbook, Code of Student Conduct 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.

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.

Residents shall not alter or tamper with University equipment, electrical or telecommunication services. Radio and television antennas must not be mounted outside of the student room.

Pets, permanent or visiting, are not permitted in Residence Halls.

#### **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:

Each resident is responsible for completing a Room Condition Report (RCF) within seven (7) days of move-in. 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 roommates accepts responsibility for the damage, a written statement from the responsible party must be submitted to the Office of Residence Life and Housing Administration in order for no charges to be assessed to the other residents.

Residents and their guests shall not tamper with fire extinguishers, smoke detectors, fire alarm horns, pull stations or other fire equipment. Violation of this condition is a serious offense. Like other violations of these terms and conditions, it 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 and their guests shall not alter, deface, or otherwise damage fixtures, signage, walls, locks, elevators, or any other aspect of the building.

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

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.

The resident is responsible for advising the University of any issue or malfunction in their assigned space and within the Residence Halls.

## **VI: Abandonment of Property**

Items abandoned in University residence halls are subject to the procedures outlined in the Code of Virginia 23.1-104.

## **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 of these residence halls must have either a 14 meal or unlimited dining plan. Second-year, third-year, and fourth-year residents in one of these residence halls may select from a 10 meal, 14 meal, or unlimited dining plan.

80 Block dining plans are 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). Access to a community kitchen does not qualify residents for the 80 Block dining plan or to avoid the dining plan requirement. Students in dining plan-required locations who are approved for early arrival will automatically be provided the early arrival dining plan corresponding to the number of additional days added for an additional charge. If early arrival is within two days of the start of the occupancy term a Resident may opt out of the early arrival dining plan. Early arrival dining plans will be billed through your student account.

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.

Any resident who has not selected a required dining plan by July 1 will be administratively assigned the most comprehensive dining plan and notified by the Office of 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 the Office of Residence Life and Housing Administration no later than 9am on the Friday during 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 most comprehensive dining plan will be assigned.

Residents moving from housing where a dining plan is required to a dining plan-optional housing may file a request to cancel or change their dining plan with the Office of 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 related from the housing contract.

Changes to dining plans and options may be made by the University from time to time. 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 <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 three 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 student email account prior to the payment deadline and according to the timelines set forth by Student Accounts. A registration hold will 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.

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**

**Approved Exemptions:** Students who receive approved exemptions from residency, may cancel without a fee up until July 1. A \$500 cancellation fee applies for cancellations due to an approved exemption after July 1.

**New Student Contracts:** Admitted new and transfer students may cancel their contract without cost by July 1, if they receive an exemption or are no longer attending. Cancellations after July 1 will be charged a \$500 cancellation fee.

**Returning Student Contracts:** Returning students who participate in Housing Selection and receive a room assignment have five business days from the conclusion of Housing Selection to cancel their contract. Students who cancel 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. Cancellations 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 housing 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 housing 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 CNU 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 governed and interpreted by the laws of the Commonwealth of Virginia. 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 the office of Accessibility and Care Team Support at <https://cnu.edu/life/acts/accessibility/>. Accommodations must be requested and approved in that office in order to be provided by 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.