



**2010-2011 JMU Residential Contract  
Housing, Dining and Telecommunication Services**



## **2010-2011 JMU Residential Contract Housing, Dining and Telecommunication Services**

In order to operate the residence halls and dining services at the lowest possible rate for the students, James Madison University provides these services on a contract basis for the full academic year. The student and parent, guardian or other guarantors are therefore urged to read carefully the content of the following JMU Residential Contract. When the official JMU Residential Contract form is electronically signed and submitted to James Madison University, it becomes a binding agreement – a contract between the student, or, guarantor (in the case of a minor), and the university.

### **Agreement to Deal Electronically**

By choosing to electronically sign the JMU Residential Contract below, you agree to the following Terms and Conditions:

- Your access to the JMU Residential Contract is conducted electronically and you agree that the Office of Residence Life may communicate with you electronically for all aspects of the terms of the JMU Residential Contract, including sending you electronic notices. (If you do not wish to utilize electronic access and communications concerning your contract, contact the Office of Residence Life (540-568-4663) for instructions on how to proceed with a paper contracting process.)
- All electronic communications will be sent to your official JMU web mail account.
- 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 2010-2011 JMU Residential Contract. Your electronic signature is legally binding.
- You agree to contact the Office of Residence Life if you need information about your JMU Residential Contract, and you recognize that electronic communication with that office may be interrupted by circumstances beyond that office's control.
- You agree to be responsible for keeping all records relating to the JMU Residential Contract 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 JMU Residential Contract.
- Returning students submitting a contract are responsible for paying a non-refundable \$40.00 contract-processing fee. Upon receipt of the housing contract, the University Business Office will bill this fee directly to the student's account; payment is due to the University Business

Office within 30 days. Newly admitted students have paid a \$250 intent-to-enroll deposit to the university, therefore, no additional contract processing fee is required.

Contract Terms and Conditions for Housing, Dining and Telecommunications Services are combined in this document as a convenience for the residential student. Each department is a separate entity. Terms and conditions for one entity will not alter those of a separate entity.

**By providing your electronic signature below you indicate that you have read and agree to the Terms and Conditions of the 2010-2011 JMU Residential Contract. We recommend that you print these Terms and Conditions for your records.**

**2010-2011 JMU Residential Contract  
Housing, Dining, and Telecommunication Services**

**TERMS AND CONDITIONS**

1. **Period of Contract:** This contract, unless otherwise stated, is for the full academic year consisting of the fall and spring semesters. See Section 5 and 6 for exceptions. Thus, the student agrees that, he/she will live in the university residence halls and take meals in university dining facilities for the entire period of the contract. Dining services under this contract will be provided as indicated below. The procedure for a student entering the university with a new contract for the spring semester beginning in January is the same as outlined for the fall semester.
2. **Consideration of the JMU Residential Contract:** Issued contracts are binding on the university only after a student has been admitted to the university by the director of admissions.
3. **Period of Occupancy:** The student may occupy an assigned room at the time specified by the university each semester. If the student fails to occupy the room by 5:00 p.m. on the first day of classes, the university reserves the right to reassign the space or initiate a contract cancellation. However, failure to occupy an assigned space does not automatically release the student from contractual obligation. Occupancy of the room must be relinquished at the completion of the contract. University housing facilities are closed during the periods between semesters, the Thanksgiving holiday and spring break. Residents who are not graduating are required to check out of their residence halls within 24 hours after their last exam but no later than 5:00 p.m. Friday of exam week.
4. **Refund Schedule:** After five business days of receipt in the Office of Residence Life this contract will be binding for the entire 2010-2011 academic year. Students who have signed the JMU Residential Contract for the 2010-2011 academic year will owe and be charged full room rent and

appropriate dining and telecommunications service charges. Any termination of the JMU Residential Contract, subject to the terms and conditions in Sections 5 and 6, may qualify the resident for a refund or adjustment of room rent owed as outlined below.

**Semester I, Fall 2010**

| <b>Date of termination</b>   | <b>Rent Amount Owed</b>                  |
|------------------------------|------------------------------------------|
| Before September 10, 2010    | 25% of housing rent                      |
| Before September 24, 2010    | 50% of housing rent                      |
| Before October 15, 2010      | 75% of housing rent                      |
| On or after October 15, 2010 | 100% of housing rent (after eight weeks) |

**Semester II, Spring 2011**

| <b>Date of termination</b> | <b>Rent Amount Owed</b>                  |
|----------------------------|------------------------------------------|
| Before January 28, 2011    | 25% of housing rent                      |
| Before February 11, 2011   | 50% of housing rent                      |
| Before March 4, 2011       | 75% of housing rent                      |
| On or after March 4, 2011  | 100% of housing rent (after eight weeks) |

**5. Procedures for Cancellation of the JMU Residential Contract Prior to Occupancy:**

A) For freshman or transfer students:

1. When written notification of the student's desire to cancel enrollment is received by the University Registrar, the contract will be canceled.
2. The university reserves the right to void the contract prior to the official semester opening, in which case the university will refund any prepaid rent and meals.

B) For returning students:

1. If written notification of the student's desire to cancel is received on or before five business days after receipt of the contract in the Office of Residence Life, the contract will be canceled.
2. When written notification of the student's desire to cancel the contract is received after five business days following receipt of the contract in the Office of Residence Life:
  - (a) The student who signs the contract will be held responsible for fulfilling the contract, except for circumstances which are deemed exceptional and unforeseeable, as determined by the associate director of residence life. If a cancellation request is approved for such circumstances, a student is eligible for an adjustment as outlined in Section 4.
  - (b) The student who signs a contract for the following academic year and does not return to the university in the fall for any reason, including withdrawal or transfer, will be

released from the contract and will be billed 25% of the room rent owed for one semester, as outlined in Section 4.

3. Failure by the student to participate in the spring room reservation process does not release the student from the contractual obligation.
4. The university reserves the right to void the contract prior to the official semester opening, in which case the university will refund any prepaid room rent and meals.

**6. Cancellation of the JMU Residential Contract During the Academic Year:**

A) By the resident student:

1. A student who fails to occupy an assigned room will remain obligated by the terms and conditions of the contract.
2. A resident student may initiate cancellation of the contract because of withdrawal from the university. The contract will be terminated after the student has officially withdrawn from the university with the appropriate written notification. A pro rata refund of dining charges will be made. A refund of room rent is available as outlined in Section 4, when the room is vacated and the student has properly checked out with hall staff.
3. If the student withdraws from the university and re-enrolls during the same academic year, the office of residence life reserves the right to reinstate the contract from the date of re-enrollment for the remainder of the academic year.
4. A student who withdraws from the University prior to the end of the fall semester will not be subject to spring room rent charges, as long as he or she officially withdraws from the university, notifies the office of residence life by December 1st, and completes residence hall check out procedures by the last day of the fall semester.
5. If the student leaves the university at the end of the fall semester after having completed requirements for graduation, the contract will be terminated and the student will not be subject to spring room rent charges.
6. If the student is authorized to leave the campus to participate in one of the university's programs offered at a remote location, but the student has not completed graduation requirements, the housing rent will be suspended for the duration of the off-campus program and then reinstated for the remainder of the academic year.
7. If the student provides the Office of Residence Life with written documentation of a legal marriage, the student shall be entitled to a refund of the room rent, as outlined in Section 4, when the room is vacated and the student has properly checked out with hall staff.

8. Any student making a request to cancel a JMU Residential Contract during the academic year must provide appropriate written notification to the Office of Residence Life. Consideration for contract termination for reasons not listed above will be given only in cases that are deemed exceptional and unforeseeable, as determined by the associate director of residence life. If a contract termination is approved, the student will receive a refund as outlined in Section 4.

B) By the university:

1. If removal of the student from the residence hall occurs as the result of university disciplinary action or administrative withdrawal, the student will receive a pro rata refund of all dining fees. The student will not receive a refund of room rent.
2. The university reserves the right to terminate the contract if the student fails to meet the university's academic requirements, in which case the student will receive a pro rata refund of all dining fees. A refund of room rent is available as outlined in Section 4, when the room is vacated and the student has properly checked out with hall staff.

**7. Room Adjustments:**

- A) No adjustment in the charge for room rent will be made because of absence from the university for periods during the academic year except as outlined above.

**ADDITIONAL TERMS AND CONDITIONS:**

1. General Information:

- A) Each resident is required to abide by all university and residence hall regulations, and with dining services and telecommunications policies. Regulations are communicated through the JMU Residential Contract, the Student Handbook, the ORL Guidebook and the residence hall staff. It is the student's responsibility to be familiar with this information.
- B) Breach of this contract or violation of any James Madison University regulation may result in removal of the student from the residence hall with prior notice, except where the university determines that continued occupancy by the student may pose a danger to the life, safety or health of the student or other residents, in which case the resident may be removed without prior notice.
- C) In the event that room and/or dining accommodations assigned to the student are destroyed or made unavailable to the university and the university does not furnish other accommodations, the contract shall terminate. All rights and liabilities of the parties hereto shall cease and payments previously made by the student shall be refunded on a pro rata basis for the period for which accommodations were made unavailable to the student.

- D) In the event that a residence hall room, section, or building is determined by the university to be uninhabitable, and the university does not furnish other accommodations, the contract will terminate. All rights and liabilities of the parties hereto shall cease and payments previously made by the student shall be refunded on a pro rata basis for the period for which accommodations were made unavailable to the student.
- E) The rights and privileges under the JMU Residential Contract are personal and may be exercised only by the student. Not even the student may transfer or assign any of the contract's rights and privileges to another person without the university's prior and express consent, nor may an intermediary party without the university's consent relay the rights and privileges to the student. The university reserves the right to make all assignments and to make any assignment changes considered necessary.
- F) Execution of the JMU Residential Contract is not a commitment of admission to James Madison University. Only currently enrolled students are permitted to live in the residence halls.

2. Residence Life Information:

- A) **The university reserves the right to change room assignments at its discretion.**
- B) To accommodate occupancy overflow, the Office of Residence Life may randomly assign students to a space. Examples include, but are not limited to adding a third bed to a double occupancy room and/or the use of other available space. When temporary assignments are used, the Office of Residence Life will provide these residents with information regarding the reassignment process.
- C) Students who withdraw from all classes and/or quit attending all classes during the academic year must vacate university housing and cease using university Dining Services immediately after the last date of attendance. Students who do not comply with this requirement will be held liable for room and dining charges beyond the last date of attendance and may be subject to university sanctions and/or legal proceedings.
- D) The residents may not use residence hall rooms, residence hall telephone numbers, or residence hall ethernet connections to conduct a personal business or for purposes of solicitation or for any purpose other than as a residence.
- E) The Office of Residence Life may amend or cancel a student's contract if it is determined the student's behavior or physical or mental health might jeopardize the safety or well-being of that individual or any other resident. If the contract is cancelled, notwithstanding any other

provision(s) in this contract, the student shall be entitled to a refund of appropriate fees as outlined in Section 4.

- F) The university reserves the right, at its discretion, to determine that past or current behavior and/or criminal activity is such that the best interests of the university, the student and/or other students would best be served by alteration or cancellation of the JMU Residential Contract. If the university becomes aware that a student has a record of criminal conviction(s) and/or other actions indicating behavior that could pose a risk to person or property and/or could be injurious or disruptive to the residence hall community or the living-learning environment, the university may choose to decline or cancel the JMU Residential Contract. If the contract is cancelled, notwithstanding any other provision(s) in this contract, the student shall be entitled to a refund of appropriate fees as outlined in Section 4.
- G) The university does not assume any legal obligation to pay for the loss of or damage to items of personal property of the student which occurs in its buildings or on its grounds, prior to, during or subsequent to the period of the contract. Each student is encouraged to carry appropriate insurance to cover any such losses.
- H) The student is responsible for the condition and proper care of the accommodations assigned to him or her and shall reimburse the university for all damages done within or to said accommodations during the term of the contract. The student's responsibility for damage includes, but is not limited to, damage to room furnishings and damage caused from either inside the room or outside the room to doors, windows and screens. The student is subject to pro rata charges for damage to public areas in the assigned residence hall, regardless of the identity of the person or persons responsible.
- I) Alterations to the residence hall rooms, (including but not limited to electrical wiring; attaching hardware to walls, ceiling or doors; constructing platform beds; or painting the room), are not authorized except in accordance with university policy, as issued by the Office of Residence Life.
- J) If one of the occupants of a room moves or a room is not fully occupied, the student(s) who remain agree(s) to accept an assigned roommate(s) or to move to another room upon request. The individual student is responsible for selecting a compatible roommate. If the student does not select a roommate, the Office of Residence Life will fill the vacancy either by consolidating assignments or assigning another student to the vacancy.
- K) Residents who misrepresent the truth, intimidate assigned or prospective occupants or otherwise attempt to manipulate the housing assignment process are subject to judicial

action, an appropriate fee, and/or contract cancellation, notwithstanding any other provision(s) in this contract, the student shall be entitled to a refund of appropriate fees as outlined in Section 4.

- L) Residents' over night guests and visitation is limited as outlined in the ORL Guidebook, and the Student Handbook.
- M) Assigned rooms may not be sublet.
- N) Students may change rooms only after first receiving official authorization from the Office of Residence Life. Students who make an unauthorized room change may be required to return to their original assignment. Unauthorized room changes may result in an administrative charge or cancellation of the contract, notwithstanding any other provision(s) in this contract, the student shall be entitled to a refund of appropriate fees as outlined in Section 4.
- O) Each resident is required to maintain his/her room in an acceptably safe and sanitary condition. The residence hall staff will periodically inspect the rooms to assess safety and sanitary conditions.
- P) The University reserves the right to enter a student's room/suite to perform routine or emergency repairs or maintenance. In such cases it is the student's responsibility to ensure access to the areas needing repair and to protect personal property against damage. The University also reserves the right to enter a student's room/suite as deemed appropriate for reasons including, but not limited to health concerns, safety concerns and suspected violation of university or residence hall policies.
- Q) At the termination of the contract period, or when moving to a new room assignment, a student must turn in his/her key(s) and have the condition of his/her room assessed by residence hall staff as part of the residence hall check out procedure. The student(s) who vacates his/her room without properly checking out will be billed the appropriate fee. In cases where damages are incurred beyond normal wear and tear, the student(s) will be charged for the expense involved in returning the room(s) to a usable condition.
- R) Personal property will be considered abandoned if left in or near the residence halls after a student vacates his/her room. The university will not take responsibility for such items and items will not be held by the university. Such items are subject to disposal or recycling as deemed appropriate.

### 3. Dining Services Information:

- A) Under this contract, James Madison University will offer lunch and dinner seven days per week, during advertised meal hours, in Gibbons Hall, and breakfast Monday through Friday,

during advertised meal hours, in Gibbons Hall. The meals will be available beginning with the first evening meal period after each official opening and ending with the last full meal period before each official closing of the residence halls. The contract holder may avail himself/herself of these meals according to the terms and conditions of the dining-plan option he/she selects hereunder. Should Gibbons Hall become inoperable, the contract holder agrees to accept, at the university's discretion, meals served at a temporary food service facility or a pro rata refund for missed meals. **Important exception:** Certain students receive no dining privileges under this contract. Residents of apartments (including the Denton's building and any additional off-campus, kitchen-equipped, university-leased or sponsored housing) and residence hall staff members may be excluded from the dining services benefits of this contract, and the cost of this contract for such students will be reduced accordingly. If any of these students desire a dining plan, however, they may purchase one separate of this contract from the Office of Card Services in Warren Hall. If any of these students move from dining plan-excluded housing, as listed above, to university housing where dining is automatically included with the room, they will be immediately provided with a dining plan and billed for same on a pro rata basis effective the date of the move. University dining facilities are closed during the periods between semesters, the Thanksgiving holiday and spring break.

- B) No adjustment in the charge for dining will be made for late entrances of 10 days or less or for absences of less than 14 days, except in the case of hospital confinement where adjustment is made for absences of seven days or longer. Refunds will not be given for meals missed due to academic scheduling problems, trips taken by the resident for academic or extracurricular purposes, or for conflicts with the student's academic or non-academic work schedules. Refunds for dining will be made when the student participates in student teaching or practicum study mandated by the Division of Academic Affairs that necessitates the student missing seven or more consecutive meals in two or more consecutive weeks.
- C) To be admitted to each meal available under this contract, the student must present an operable university access card to the Dining Services cashier at the entrance to the dining facility. No refunds will be made for meals missed due to the student's failure to present an operable university access card.
- D) Dining services refunds or reduced rates cannot be made because of special dietary requirements. However, the university's registered dietitian may confidentially counsel interested contract holders, at no additional cost.

- E) Freshmen students are automatically placed on the least expensive resident meal-plan option available. All students have the option to change their meal plan selection (within the resident plans offered) between Monday, August 30, 2010, and Friday, September 17, 2010, for the fall semester and between Tuesday, January 18, 2011, and Friday, February 4, 2011, for the spring semester.
- F) Students changing from a more expensive resident meal plan to a less expensive resident meal plan will receive credit in the form of a nonrefundable dining services declining-balance account that must be used within the academic year. Students changing to a more expensive resident meal plan option will be required to pay a prorated charge. A processing fee of \$10 will be assessed for any changes to a resident meal plan made between the dates outlined above in item E. The fee is above and beyond any credits owed or payments required in the change of the plan option.
- G) Students who fail to select a meal plan when returning their JMU Residential Contract will automatically be assigned the least expensive resident dining option available. The student will have the option to change to one of the other resident dining options as outlined above in item E and F.

4. JMU Telecommunications Information:

- A) Telephone Service: Each residence hall room has one telephone with an individual telephone number and voice mail capability. Students may place on-campus, local area and toll free calls from residence phones at no charge. For dialing and voice mail instructions, visit the JMU Telecommunications website at <http://www.jmu.edu/telecom>.
- B) Telecom PIN: A Telecom PIN (Personal Identification Number) is required for long distance calling. ALL resident hall students will be issued a PIN at no charge. A Telecom PIN with dialing and voice mail instructions will be distributed to the student with their housing assignment.
- C) Billing Information: All domestic long distance calls are billed at 8¢ per minute. International, directory assistance, and operator-assisted calls are billed at higher rates based on the location called. JMU University Business Office will provide monthly billing. Telecom charges will appear on the student's consolidated monthly bill and will be billed electronically to the student's JMU e-mail address via QuickBILL. For billing inquiries, contact the JMU University Business Office at (540) 568-6505, or e-mail [ubo@jmu.edu](mailto:ubo@jmu.edu). For payment options, visit the JMU University Business Office website at <http://www.jmu.edu/ubo>. JMU Telecom will provide monthly call detail upon request.

- D) PIN Policy: PINS ARE PROVIDED FOR THE SOLE USE OF THE STUDENTS TO WHOM THEY ARE ISSUED. CONFIDENTIALITY AND THE SAFEGUARDING OF PINS ARE THE RESPONSIBILITY OF THE STUDENT. SHARING OF PINS IS PROHIBITED. Fraudulent use of a PIN or the campus phone system may result in the discontinuation of service. Any student who uses a PIN belonging to another student may be assessed a \$15.00 fee plus the cost of call(s) to be paid within 7 days of notice. Students are prohibited from accepting collect calls in residence hall rooms. Any student accepting a collect call will be assessed a \$15.00 fee plus the cost of call(s) to be paid within 7 days of notice. Students in residence hall rooms share the responsibility for calls made and received from their room extension. JMU Telecommunications assumes no responsibility for determining which student actually accepted or placed unauthorized calls from the room extension.
- E) PIN Cancellation: ALL PINS WILL BE AUTOMATICALLY CANCELLED AT YEAR-END (MAY). A student leaving JMU before the year-end (withdrawing, transferring, studying abroad, graduating in December) must CANCEL their Telecom PIN in writing. To cancel service, submit a Student Service Cancellation Request form online at <http://www.jmu.edu/telecom/forms> OR visit the JMU Telecom office, 1021 South Main Street (JMAC-1).
- F) Contact Information: For additional information, visit the JMU Telecommunications website at <http://www.jmu.edu/telecom>. For PIN service and long distance inquiries, call (540) 568-6108, or send e-mail to [telecom@jmu.edu](mailto:telecom@jmu.edu). For voice mail, cable TV, and phone repair, call (540) 568-6471, or send e-mail to [telecom@jmu.edu](mailto:telecom@jmu.edu). For billing inquiries, call the JMU University Business Office at (540) 568-6505, or send e-mail to [ubo@jmu.edu](mailto:ubo@jmu.edu). For payment options, visit the JMU University Business Office website at <http://www.jmu.edu/ubo>.

**Errors that may occur in the posting or publication of the contract will not change the intended terms and conditions of the JMU Residential Contract. Corrections of any such errors will be made in writing and provided to each contract holder.**

In consideration of the university's agreement to provide the student a space in the university residential facilities, and one of the offered dining meal plans, and telecommunication service for residential students, I hereby agree to comply with the provisions of this contract and to pay in full for room and board in accordance with the billing instructions from James Madison University for the entire 2010-2011 academic year. The terms and conditions of this contract cannot be altered without the consent of the University.

**By electronically signing this contract or occupying a university residential**

**facility or initiating the room check-in process, I agree to the Terms and Conditions of the JMU Residential Contract for Housing, Dining, and Telecommunication Services.**

**If you are a minor (under 18 years of age) a parent, guardian or guarantor must also read and agree to the following statement:**

**When I/We click the "I/We Agree" box below, I attach my electronic signature (and in the case of a minor, a parent/guardian/guarantor signature) to and agree to the terms and conditions of the JMU Residential Contract.**