

**The Housing Agreement**

This agreement ("Agreement") governs the relationship between George Mason University ("University" or "Mason") and any student living in Mason-managed housing ("Resident"). Housing and Residence Life ("HRL") is the division of Mason responsible for student housing. For an application to be considered complete, student is required to sign this Agreement. Students should familiarize themselves with the terms, conditions, and limitations of this Agreement before applying for housing. When the contract is electronically signed or hand signed by Resident, it becomes a binding legal contract between Resident and the University. Resident understands that they should not enter into any binding contract or lease with a third party for alternative housing accommodations for any time concurrent with the term of this Agreement. If Resident does so, it will not be accepted as grounds for termination of or release from this Agreement. Resident will be responsible for all payments due whether or not they take occupancy of Resident's assigned space. HRL does not include Winter Break as part of its academic year (AY) contract for the Fairfax campus, and as such, student must vacate Resident's AY space within 24 hours of their last final examination or by Noon on the last day of exams (as noted by the University) unless Resident signs the Winter Break housing agreement and pays any associated costs. If Resident's housing is on the SciTech campus, Resident may need to sign the Winter Break housing agreement to notify HRL of intent to occupy space during the break. Graduating students must vacate their assigned space by 6:00pm on the day of their graduation ceremony. Resident may be asked to sign an additional agreement(s) when applying or opting into additional housing options (i.e., Gender Inclusive Housing, Residential Learning Community, housing waitlist, etc.).

**Housing Eligibility**

The University provides incoming first-year freshmen (classified by University Admissions as a first-year freshman; or any student who enrolls at George Mason University who earned a diploma from a high school, early college, or middle college less than twelve (12) months prior to enrollment as a degree-seeking student at George Mason University) are required to live in a residence hall unless an exemption is granted by HRL with a guarantee that students who meet the priority deadline and definition of incoming first-year freshman can live on-campus for one academic year, defined as one fall and one spring semester (except for as provided in "Termination by HRL" section). The guarantee is only applicable to those incoming first-year freshmen students who follow all application, room selection process requirements/deadlines, maintain continuous occupancy (exclusive of summer semesters) and meet the minimum age requirement.

Resident must be 16 years old by August 1st of the application year to reside in on-campus housing. Due to Mason's first-year freshman residency requirement, first-year freshmen who are not approved for an exemption may receive a housing assignment after the first-year freshman selection process. The University does not guarantee students on campus housing for returning or transfer students whose credits meet the university's classification as sophomore, junior, or senior) who have earned more than 30 credit hours and do not meet the definition of first-year freshman.

### **Assignment of Housing**

When Resident self-selects on-campus housing, Resident's assignment is confirmed upon completion of the selection process. When Resident is designated to an on-campus housing space by HRL, Resident is bound to the assignment and agreement unless Resident cancels, via electronic communication, within 3 business days of notification. If Resident responds to housing's assignment within 3 business days to cancel before occupancy, the assignment will be cancelled, and Resident's application will be cancelled.

If Resident is a first-year freshman (as defined in the Housing Eligibility section), Resident is not eligible for cancellation after housing assignment has been designated, unless otherwise approved by HRL. Once Resident takes occupancy of the space Resident is bound to the assignment and agreement and are not eligible for cancellation. HRL will consider students with extenuating circumstances (i.e., no permanent address, unstable living environment) when offering assignment in on-campus housing. HRL and Resident acknowledges that there may be variations in overall size and shape between similar units occupying the same number of residents. No additional charge or credit will be assessed to Resident's account to accommodate for this variation. Housing rates are determined by the overall amenities each residential facility offers, the specific amenities within a unit, and the overall number of residents assigned to a unit.

Returning residents with an assignment for the 2025-2026 academic year must be enrolled in credit bearing courses by July 1st, 2025, to be eligible for Mason managed housing. Residents who are not enrolled by July 1st are ineligible for housing and may have their housing application and assignment cancelled. Residents must be registered for the semester that corresponds with their housing assignment in order to move into the residence halls. Students new to the university must be registered for an orientation session and/or enrolled by August 1st, 2025, to be eligible for Mason managed housing. Students who matriculate through a program that coordinates housing and registration on behalf of the student must be enrolled no later than 5 days prior to the start of classes. All students that wish to remain in the residence halls must be enrolled in classes by the last date that students are able to add classes for the semester, noted as "Last Day to Add" on the university calendar. If students are not enrolled by the last Day to Add classes, the Resident must vacate their assigned space the following day by 4pm. The timeframe in which the student needs to vacate their residential

space will also be communicated via their Mason student email. Students must pay all associated tuition, fees, and Housing charges to the Student Accounts Office pursuant to the deadlines established by the University. Current Housing charges and fees (i.e., early arrival, late/improper check-out, etc.) can be found on the HRL website [housing.gmu.edu](http://housing.gmu.edu).

### **Agreement Period and Terms of Occupancy**

This Agreement shall be in effect from the date that Resident signs the Agreement electronically or in- person. Occupancy dates depend on the campus Resident selects. The month of permitted occupancy for campus locations are provided below. Exact occupancy dates (e.g., move-in and move-out dates) are based on academic calendars provided by the Office of the Registrar and are disseminated by HRL through [housing.gmu.edu](http://housing.gmu.edu). Resident may only occupy the assigned housing during the periods defined by HRL (i.e., from move-in date to move-out date, excluding any periods when housing is closed to residents). HRL may move or re-assign Resident, either temporarily or permanently, to a new on-campus housing location for any reason. Reassignment is not a basis to cancel this Agreement. HRL reserves the right to consolidate residents and assignments at any time for any reason. Consolidation is defined as assigning a new roommate or move the remaining resident to fill a room/suite/apartment. If Resident has a vacancy in their room/suite/apartment, Resident should anticipate a newly assigned resident at any point during the semester. Any attempt made by Resident to dissuade a resident assigned to the unit from moving in will be considered a violation of this agreement and may be referred to conduct.

### **Sci Tech 10-month Agreement**

Sci Tech Agreement begins at the end of August 2025 and concludes mid-May 2026 on the last day of finals as specified by the University's spring academic calendar.

### **Fairfax 9-Month Agreement**

9-Month agreement begins at the end of August 2025 and concludes mid-May 2026 on the last day of finals as specified by the University's spring academic calendar.

### **Residency Requirements and Exemptions**

- 1) All students who are either (1) classified by University Admissions as a first-year freshman; (2) any student who enrolls at George Mason University who earned a diploma from a high school, early college, or middle college less than twelve (12) months prior to enrollment as a degree-seeking student at George Mason University are required to live in a residence hall unless an exemption is granted by HRL.
- 2) Exemptions may be granted, at the University's sole discretion, for the following reasons:
  - a. Student lives at the permanent address of a parent or legal guardian within a 45-mile commuting distance;
  - b. Student is married and maintaining a residence with a spouse;
  - c. Student is a parent and maintaining a residence with their children;
  - d. Student is 20 years of age or older; or
  - e. Student is a military veteran

- 3) Exemption requests must be submitted in writing using the form provided at the housing portal and documentation to support the request is required. First- year freshmen who are not approved for an exemption will be obligated to live in a space within the residence halls per the terms of this agreement.

### **Billing**

Resident will be billed for the following fees through their Student Accounts: (a) housing and meal plan fees on a semester basis; (b) cancellation fees, once the cancellation has been processed; (c) any damage charges, if assessed, following their check-out from a residence hall space. All charges are billed to the Resident's account and can be paid in the University Student Accounts office. Payment plans may be available through Student Accounts. Room and Board Rates – Rates for housing are set annually by the University and are posted on HRL's website. Resident is required to pay the rate that is approved for the academic year. Resident will be charged additional pro-rated fees for additional nights outside of the published move-in and move-out dates for the academic term.

### **Application Fee**

To submit a housing application, students applying for on campus housing must pay a \$150 non-refundable fee. All students must submit their application deposit via the Housing Portal.

### **Upper-class, Returning, Transfer, and Graduate Student Cancellation**

The following chart contains cancellation eligibility deadlines and information for upper-class, returning, transfer, and graduate students. Resident shall be responsible for any rent charges preceding termination of their agreement and a cancellation fee and may not be pro-rated for the remainder of the semester based on the terms of Resident requesting to be released.

<b>Assignment Method</b>	<b>Refund Amount</b>	<b>Cancellation Method</b>
HRL Designated (within 3 business days of placement)	100% (minus cancellation fee)	If requested in writing within 3 Business days of receipt of HRL Designated assignment
Self-Select and HRL Designated beyond 3 business days	Dependent upon release	Must submit release request form via Housing Portal

### **Freshman On-Campus Exemption and Cancellations**

Cancellation eligibility for first-year students is dependent upon assignment date. HRL designates freshman assignment and as such, Resident is not eligible for cancellation due to placement method or location. If Resident is a first-time freshman, Resident must request an exemption from on-campus housing requirement by submitting an exemption request in the housing portal. Housing exemption requests received prior to May 1 are approved provided criteria is met. Housing exemption and subsequent release from housing assignment prior to occupancy is not guaranteed after May 1.

#### **a) Canceling Agreement After Move-In**

If Resident cancels this Agreement after move-in while enrolled, Resident will be responsible for paying the full rent due under this Agreement. If Resident is not enrolled in courses, Resident will need to complete the Agreement Release Request. Should Resident re-enroll, Resident will still be responsible for all charges related to Housing. Resident shall be responsible for any rent charges preceding termination of their agreement and a cancellation fee and may not be pro-rated for the remainder of the semester based on the terms of Resident requesting to be released.

**Exceptions to Cancellation Policy** Residents seeking cancellation of the housing agreement prior to occupancy must electronically submit a Housing Agreement Release Form. Early termination of the housing agreement is not guaranteed. Resident shall be responsible for any rent charges preceding termination of their agreement and a cancellation fee and may not be pro-rated for the remainder of the semester based on the terms of Resident requesting to be released. Documentation provided with Resident's Agreement Release Request must adequately document substantial changes to Resident's financial, mental and physical health, family status, or other relevant categories as defined in the cancellations section of the HRL website. Agreement Release Requests are reviewed by HRL. HRL will consult with appropriate departments when necessary. HRL reserves the right to deny any Agreement Release Request.

**Termination by HRL** HRL may terminate this Agreement if Resident fails to meet any of the following requirement, as applicable to their status:

- a) fails to pay all Housing and University charges;
- b) is no longer making continual progress towards a degree, withdraws from the University, or drops below nine credits, meeting the definition of a part-time student (if undergraduate), or below full-time status as a graduate student.

HRL may also cancel this Agreement if, in the sole judgment of the University,

1. Resident's behavior has resulted in repeated roommates refusing to live with Resident;
2. Resident poses a threat of harm to persons or to the property of other students or the University;

3. Resident is disrupting the residence hall community by behaving in a way that is not conducive to group living and/or has a negative effect on other students in the community;
4. Resident has violated federal, state, or local law, University policy, the Resident Student Handbook, or the Student Code of Conduct;
5. Resident has failed to comply with the directions of HRL or University personnel;
6. Resident has failed to provide proof of vaccinations required by University policy (or demonstrated an exemption from the vaccination requirement) by the deadline set by the University; or
7. if the University determines that the Agreement was granted based on inaccurate or incomplete information in the application.

Additionally, HRL may temporarily suspend Resident from Mason housing for any of the reasons stated in the above paragraph or during an investigation or review of whether one of the reasons in the above paragraph has occurred. The determination of whether to temporarily suspend Resident, when to lift such a suspension, and any conditions that must be met before Resident can return to Mason housing, is solely at the discretion of HRL and University Life. If HRL terminates this Agreement for any of the reasons provided in this section, Resident will be required to pay the full amount of rent and fees due under this Agreement.

### **Occupancy Periods**

This agreement provides a license, subject to the terms and conditions in this agreement and all other applicable documents, to Resident to use the assigned rooms for residential purposes only during the occupancy period provided on [housing.gmu.edu](http://housing.gmu.edu). Resident may not occupy on-campus housing prior to their assigned move-in date. Resident must abide by the published move-in schedule for the beginning of the semester, available at [housing.gmu.edu](http://housing.gmu.edu). If Resident receives a room assignment after the beginning of the semester, Resident and HRL shall set a mutually agreeable move-in date. Housing charges will start at the beginning of the assignment if booking starts after the original move-in date. Unless Resident is graduating, Resident must check-out, return all keys (Townhouses), and leave their assigned AY space and any common areas within their suite/apartment in good order. Resident must clean and remove any personal belongings from Resident's assigned space as well as any shared spaces, appliances, bathrooms, sinks, and showers. Resident may be charged for additional housekeeping services. Failure to vacate on time may result in removal of Resident's possessions and Resident may be charged for fees associated with storage, lock changes, creating new keys, and damages to University property. Abandoned items will be retained for 120 days at the cost of Resident. On the 121st day, all items will be discarded. HRL is not responsible for items left after check-out. Resident is responsible for all damage caused to the residence halls by themselves or their guests.

The following chart outlines the timeline for vacating at the end of the semester and should the resident have their contract terminated during occupancy.

Non-graduating resident	Must vacate within 24 hours of their last final or by Noon on last day of Exams
Graduating Seniors	Must vacate by 6:00pm the day of Fall/Spring Graduation ceremony, unless otherwise notified by HRL
If within agreement period	Must vacate within 48 hours

### **Damage to Property**

Resident agrees that the University has no responsibility, obligation, or liability for any loss or damage to items of Resident's property which may occur in or near on-campus housing. This includes but is not limited to damage, loss, fire, water damage, theft, and flooding. HRL recommends Resident have an active renter's insurance policy in the event of damage or loss to personal belongings.

### **University Right to Entry**

The University reserves the right to enter the premises for housekeeping, maintenance, inventory purposes, to verify occupancy, and to protect interests related to the University's educational mission. The University further reserves the right to inspect a room and its contents to investigate a possible violation of University or residence hall regulations, including but not limited to possessing illegal substances, or conducting activities that could endanger the life, safety or welfare of members of the University community. The University shall not be liable for loss or damage from such necessary entrances. At the sole discretion of the University, advance notice might be given to the Resident.

### **Force Majeure**

The University shall not be responsible for any delay or failure in performance resulting from any cause beyond its control (a "Force Majeure Event"), including, without limitation, war, terrorism, strikes, civil disturbances, national or regional health emergencies (including outbreaks, epidemics, and pandemics, regardless of whether such health emergency existed as of the Effective Date of this Agreement), and acts of God. If a Force Majeure Event occurs pursuant to this paragraph, the University has the right to cancel this Agreement without incurring any further liability and Resident shall remain responsible for any pro-rate charges due under this Agreement prior to the cancelation of the Agreement.

**Cancellation Due to Pandemic**

Resident agrees and acknowledges that HRL may decide to close on-campus housing, limit the number of students living in on-campus housing, and/or modify the rules and requirements for living in on-campus housing as a result of a widespread pandemic. Resident agrees that HRL and the University may impose any changes HRL or the University determine, in their sole discretion, is necessary because of a pandemic. Resident also agrees that HRL and the University may cancel this contract at any time if HRL or the University determine it is necessary to close or limit the occupancy of on-campus housing.

**Furnishings**

The University shall provide furnishings for each on-campus housing unit. Furnishings are the property of the University, and Resident may not remove any furnishings from the housing unit. Resident must also comply with HRL procedures and regulations (including the Resident Student Handbook) regarding items that are prohibited from on-campus housing. HRL reserves the right to amend the list of prohibited items at any time, and Resident agrees to remove any prohibited item(s) from on-campus housing upon notification.

**Maintenance and Repairs**

HRL shall perform all normal interior and exterior maintenance and repairs as necessary. All needs for repairs should be reported using the online maintenance request form. Resident should not make repairs.

**Release, Hold Harmless, and Indemnification** Resident agrees to release, indemnify, and hold harmless the University, the Commonwealth of Virginia, and their officers, employees, and agents, from any claim by Resident or any third party for damage, liability, injury, expense, or loss, including defense costs and attorney's fees resulting from or arising out of any injury to Resident's property or any action or inaction by Resident.

**Residential Learning Communities**

Resident may select a Residential Learning Community (RLC) preference during the application process. If Resident receives an RLC offer, they must accept and select a space within the RLC to guarantee placement (upper level). First-year residents, if accepted into an RLC of their own selection, will be placed in the location of the RLC. Due to limited space on campus, HRL does not guarantee an RLC placement for every resident. Should Resident not accept their RLC offer Resident will be removed from RLC process and placed into the general population housing selection process. Should space be available elsewhere on campus, then HRL may designate Resident to that space. Resident is required to meet any academic obligations associated with their assigned RLC, unless an exemption is granted by HRL and RLC academic partner. Exemptions from academically linked course requests should be submitted to [masonrlc@gmu.edu](mailto:masonrlc@gmu.edu). Residents in RLC housing are held by the same cancellation deadlines as non-RLC resident, and withdrawal from an RLC does not guarantee that Resident will be assigned a different space on campus. During housing selection, Resident can only select a

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roommate from other residents who have been assigned to the same RLC. Should Resident request a room change, then Resident may forfeit ability to remain in RLC.

### **Meal Plans**

Per University policy, all freshman and sophomores residing on campus who lack a full kitchen in their living unit must purchase an Independence Plan. All other residents living on campus without a full kitchen in their living space are required to have either an Independence or Liberty Plan. For additional information regarding on campus meal plans, including terms and conditions, please refer to the [Mason Dining website](#).

### **Criminal Conviction or Protective Order**

If Resident is convicted of any felony or any crime requiring registration on the Sex Offender or Crimes Against Minors Registry (SOR) or becomes subject to a protective order at any time during the term of this Agreement, Resident is required within seventy-two (72) hours of the conviction or entry of the protective order, to notify HRL in writing. Failure to do so, may result in termination of this Agreement.

### **Special Accommodations**

Activities of the University are designed to promote the continuing policy of providing equal opportunity for employment and education and access to all programs and services without regard to race, color, national origin, religion, age, gender, sexual orientation, gender identity, political affiliation, veterans' status, or disability. If accommodations are required for a disability a request must be submitted to Disability Services (DS). Requests for accommodations based on other reasons must be submitted to HRL. Requests received are considered on an as-available basis based on housing availability. For best consideration, applicants are encouraged to submit any requests for accommodations a minimum of three months prior to the intended occupancy date. Regardless of the recommended dates noted on this agreement, Resident must apply for housing and complete the housing application process (<https://housing.gmu.edu/apply>). Residents are encouraged to complete the special housing accommodation request process as soon as possible. Housing is assigned on a first-come, first-serve basis. Resident will need to complete the Special Housing Request form with Resident's healthcare provider/professional and return it to Disability Services at Resident's earliest convenience. Questions about the Special Housing Request process may be directed to Disability Services at [ods@gmu.edu](mailto:ods@gmu.edu) or by contacting Disability Services by phone (703) 993- 2474.

### **Location of additional policy information**

Detailed information on University Housing policies and procedures outlined in this Agreement can be found on the University Housing website. Information regarding campus policies can be found on the University's Policy website <https://universitypolicy.gmu.edu/all-policies/>. In addition, the University's Code of Student Conduct is available at <https://studentconduct.gmu.edu/our-process/university-policies/code-of-student-conduct/>.

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The Academic Integrity Honor Code for the University can be found at <https://oai.gmu.edu/full-honor-code-document/>. Resident shall always adhere to all listed policies during the term of this Contract. Any failure of a student to adhere to such policies may result in disciplinary action, removal from housing or termination of this Contract.

### **Consent to Share Contact Information**

Resident gives consent for the University to share Resident's contact information with other students. Residents assigned to the same living space as Resident for purposes of facilitating communication between residents who are assigned to the same living space. Resident also gives consent for the University to share Resident's information with the United States Census Bureau for purposes of the census.

### **Communications**

All electronic communications will be sent to Resident's George Mason University email account or through the housing portal. Residents are expected to correspond with Housing and Residence Life via their George Mason University email account. All official documentation must be submitted through the housing portal. Resident is responsible for adhering to the information shared via electronic communications, even if Resident has not read the information sent.

### **Minors**

If Resident will be minor as of August 1, 2025 (even if they will reach the age of 18 during the term of the Agreement), Resident's parent or guardian must also sign this Agreement. The parent or guardian is agreeing to all terms in this Agreement, including but not limited to, all terms regarding payment of housing charges and fees and cancelation.

### **Changes in policies**

The living and studying conditions of an educational institution are unique and may require adjustment from time to time for the mutual benefit of the University and the residents. HRL or the University may make any changes in official administrative policies as deemed necessary in its sole discretion. Notifications of changes to these policies will be communicated to Resident via postings in the residence halls, electronic mail and/or other electronic media as available.

### **Governing Law**

The terms of this Agreement shall be governed by the laws of the Commonwealth of Virginia.

### **Entire Agreement**

This Agreement constitutes the entire understanding of the parties with respect to the subject matter herein and supersedes all prior oral or written agreements with respect to the subject matter herein. This Agreement can be modified or amended only by a writing signed by all the Parties.

**First and Last Name**

**Signature**

**Date**

**G Number**