

## Terms and Conditions Housing and Dining Contract

Please read all provisions of this contract, as you are legally bound by these terms and conditions for the summer term that you indicate on the housing application.

### 1. Parties

This contract is made by and between West Virginia University's Department of Housing and University Apartments/Dining Services (referred to as West Virginia University) and the student (also referred to as Resident) signing the Contract. West Virginia University and Resident, in consideration of the terms and conditions stated in this document, do hereby agree with each other as follows:

### 2. Eligibility

Any undergraduate student who is accepted at West Virginia University as a full-time student may enter into this contract subject to room availability. Room and board is available on a combined basis for residence hall students as mandated by the West Virginia University Board of Governors. This contract may not be transferred or reassigned. Note: All single first-year students (including transfer students with fewer than 29 transferable credit hours) are required to live in University housing. The following exceptions apply with verification:

- (1) students who will be residing with parent(s) within commuting distance (50-mile radius of Morgantown);
- (2) married students;
- (3) students with children;
- (4) students 21 years of age or older.

### 3. Duration of Contract; No Estate Created

(a) This contract is binding for the entire summer term that you indicate on the housing application or that portion of the summer term that you indicate on the housing application remaining at the time of occupancy. Failure to claim a key and/or ID card does not release a student from his/her contractual agreement. This housing agreement cannot be terminated except as set forth in this agreement.

(b) The Resident shall vacate the assigned room within 24 hours upon loss of status as an enrolled student during this Contract or if Resident fails to register as a student for credit course work. The University reserves the right to use a student's disciplinary status or history of criminal activity (i.e., felonies, sex crimes, violent acts, or other similar offenses) as a factor in providing or terminating on-campus housing.

(c) The Resident and the University agree that this contract does not create a landlord-tenant relationship or otherwise grant to the Resident any interest in real property.

#### 4. University Agrees

(a) The University will provide a room accommodation to the student for a period of the summer term that you indicate on the housing application exclusive of vacation periods or any other period when the University is officially closed (“the regular Contract period”) unless the Resident has specially requested housing outside of the regular Contract period on the Application/Contract. An additional fee will be assessed for housing provided outside of the regular Contract period. Residence hall service, including access to the assigned hall and room, begins on the official Opening Day.

(b) The University will provide residence hall staff in accordance with University policy to provide a living experience which complements the academic intent of the University.

(c) The University will provide a reasonable amount of light, heat, and hot water. Student rooms shall be furnished by the University with a bed, mattress, drawer space, desk, and closet space.

#### 5. Resident Agrees

Resident agrees to pay all fees specified, to observe all rules and regulations of West Virginia University, and to abide by the terms and conditions of this contract and other University publications such as Eyes & Eers and Student Handbook. Failure to fulfill the terms of this contract may lead to termination of this agreement, removal from University-owned housing, and a review of the individual’s status as a student at West Virginia University.

#### 6. Rates and Payment

(a) A housing assignment can only be made after the Application/Contract is submitted.

(b) Room and board charges are payable prior to the beginning of first day of summer class. Room assignments may be cancelled by the University if the balance is not paid by the stipulated due date or if alternate payment arrangements have not been approved by the University’s Office of Student Accounts.

(c) No refunds will be made to an enrolled student who fails to return to an assigned hall/room unless the student has followed established Housing and University Apartments/Dining Services policies and has been officially released from his/her contractual agreement. Failure of a Resident to satisfy the financial obligations stipulated under the contract will result in a hold on registration and official records and/or eviction from University housing.

(d) Room and board fees are refundable to a student withdrawing from the University according to established University and Housing and University Apartments guidelines. A student removed for disciplinary reasons will be held accountable to 100% of room costs and 100% of the board contract.

(e) Although the University room and board contract is for the entire summer term that you indicate on the housing application, invoices for payment are sent by the University Office of Student Accounts. Invoices will be mailed to the

student's permanent address prior to the beginning of the summer term that you indicate on the housing application.

## 7. Room Assignment

(a) The University does not discriminate on the basis of race, sex, age, handicap, veteran status, religion, sexual orientation, color, or national origin in the administration of housing.

(b) West Virginia University requires all first-year students to live in University housing with exceptions as stated under section (2) Eligibility as long as space is available. The University reserves the right to assign students to short-term or temporary housing according to applications and permanent space availability.

(c) Room assignments for new students will be made on a rolling basis beginning in March and according to the date that the Application/Contract is received in the Assignments Office. All assignments are made on a space-available basis, and, when possible, in accordance with the preferences that the student requests. Failure to honor a preference will not void the room and board contract.

(d) The University reserves the right to consolidate vacancies by requiring Residents to move from single occupancy of double/triple rooms to double or triple accommodations. The right is also reserved to change room assignments for health, safety, or repair reasons, and disciplinary reasons caused by the Resident or for unresolved incompatibility of roommates.

## 8. Meal Plan

Once the summer term begins, a selected meal plan can only be cancelled or reduced through the first day of classes. There will be no exceptions to this process.

A meal plan may be increased at any time. To change a meal plan prior to school opening, you must contact the Assignments Office at 304-293-2811. Students requiring a special diet due to medical reasons must contact the Dining Services Dietitian at 304-293-2096, ext. 4 to inquire about accommodations.

## 9. Contract Cancellation

(a) A contract for the full summer term that you indicate on the housing application may be cancelled if the student provides a letter of cancellation prior to the day before the first day of classes.

(b) If a student enters into a University housing contract, the student will be held financially responsible for the contract, unless the University determines in the best interest of the student and the University to cancel this obligation.

Cancellations must be approved and confirmed in writing by a designated agent of Housing Administration.

## 10. Withdrawal Policy

If a student officially withdraws from the University, having obtained and completed appropriate forms and procedures from the Office of Admissions and Records and Housing, the unused portion of the room and board will be

refunded. The “unused portion” will be based on the date the Resident’s belongings are removed from the room and the ID and room keys are returned.

#### 11. Room Changes

Room changes generally will not be made during the summer term.

#### 12. Liability/Responsibility for Personal Property

The University does not assume legal obligation for damage, theft, or loss of personal property. Residents are encouraged to obtain appropriate insurance.

#### 13. Damages and Upkeep of Facilities

(a) Resident is expected to reasonably maintain his/her assigned living space relative to order, cleanliness, and safety. The Resident will be held financially accountable for the repair or replacement cost of any damage to his/her room or furnishings therein. When two or more Residents occupy the same room and responsibility cannot be ascertained, the damage charge will be assessed equally among the residents.

(b) Resident agrees not to modify or allow modifications of the permanent structure of the room or other part of the building.

(c) Resident assumes responsibility for the daily care and cleaning of his/her room and its furnishings, and for maintaining acceptable sanitation and safety conditions. He/she also agrees to use all public areas in a mature and responsible manner and to help in assuming safety and cleanliness.

(d) Resident agrees not to duplicate the room key and if the key is lost (or duplicated) to immediately notify the hall front desk and to pay charges associated with key and lock core replacement.

(e) Relative to public and common area damages, where costs are substantial and responsibility is not accepted by or identified as belonging to an individual or group, charges will be determined and divided among occupants of the residence hall.

#### 14. Check-In and Check-Out

(a) If a student will be checking in to a residence hall after the stated arrival period, he/she will notify the Assignments Office, since the University is not obligated to hold an assigned room beyond 5:00 p.m. on the first day of classes.

(b) Residents are required to vacate and remove all personal belongings from their assigned room upon termination of the housing contract. This is expected to be done within twenty-four hours of the student’s last examination or his/her withdrawal from the University. When a student moves from a residence hall or when a room change is made, keys must be returned directly to the hall front desk. Failure to return keys will result in a \$50 charge, along with an administrative fee for replacing the lock and keys.

#### 15. Holiday/Semester Breaks

Students needing to remain in University housing during holiday/ semester breaks may have this option available at an additional room cost. Students must

indicate this need on their Application/ Contract and will be accommodated on a first-come, first-served basis as long as space is available. Due to space limitations, students entering in the Spring term may not be accommodated.

#### 16. Room Inspections

West Virginia University reserves the right to enter and inspect rooms without notice for purposes of (1) repairs, maintenance, facility improvements; (2) recovery of University/State/local government- owned property not authorized for use in the assigned space; (3) fire, health, and safety inspections made periodically, as well as at hall closing/vacation periods; (4) when there is a reasonable basis for believing that an emergency exists (including but not limited to fire, accidents, sickness, or danger to the health and welfare of Residents); and (5) when there is a reasonable basis for believing that a University policy is being violated.

17. Rules and Regulations: The residence hall policies of West Virginia University are designed to protect the individual within an environment that promotes personal and academic achievement. The following policies, procedures, and guidelines are designed to enhance your Residential Learning Community.

(a) Alcohol and Other Controlled Substances: Possession and consumption of beer, wine, and other alcoholic beverages is prohibited. Dangerous drugs, narcotics, and other harmful materials, as defined and prohibited by state and federal statutes, are also prohibited.

(b) Appliances: Personal electrical equipment authorized for use in the residence halls includes UL-approved lamps (no halogen lamps), hairdryers, computers, radios, stereo equipment, fans, and coffeemakers with a lighted on/off indicator. Use or possession of open flame and open element appliances including toasters, hot plates, and hot pots in residence hall rooms or unauthorized areas is prohibited. Microwave ovens are not permitted in student rooms. (A microwave/refrigerator is available through a private vendor contracted by the University.) Mini-refrigerators (120 volts, 2 amps, 2.5 cubic feet) are permitted and must be UL approved, equipped with a three-prong rounded plug, and must be maintained in a safe and sanitary condition.

(c) Computers/Data Connectivity: Residents who wish to use ResNet must follow certain policies and procedures contained in the ResNet Policy ([http://www.resnet.wvu.edu/policy/policy\\_idx.htm](http://www.resnet.wvu.edu/policy/policy_idx.htm)). Additional information concerning ResNet is available at <http://www.resnet.wvu.edu>. Residents are responsible for compliance with all WVU guidelines concerning computer use. Violations may result in disciplinary action.

(d) Fire Safety: Arson or the setting of fire, tampering with or misuse of fire safety equipment (including automatic door closures, smoke detectors, sprinkler heads),

fire-alarm systems, fire-fighting equipment, or building security systems is prohibited, extremely dangerous, and illegal. Immediate evacuation when an alarm sounds is mandatory, and reentry into a building before an alarm is silenced or staff authorization is given is prohibited. The burning of candles and incense is prohibited. Tapestries and other room decorations affixed or suspended from the ceiling, and the use of extension cords or multi-receptacle outlet, with the exception of UL listed power strips with surge protectors, are prohibited.

(e) Firearms/Weapons: The possession of firearms, ammunition, and any weapons including but not limited to knives, hunting bows, guns, BB guns, slingshots, paintball guns, nunchakus, or launching devices is prohibited in the residence halls. This also extends to any projectile objects, firecrackers, gunpowder, and other explosive or similar and potentially dangerous objects.

(f) Furniture: Misuse of University property, including possession of common area furniture in student rooms, is prohibited and will result in a minimal charge of \$25 to return the property.

(g) Gambling: Gambling in the residence halls is prohibited. The conducting of any business or commercial enterprise for personal profit is prohibited in University-owned facilities unless conducted by recognized student activities and student government or under the sanction of properly designated University personnel.

(h) Harassment of Students and Staff: Physical or mental harassment, which may be verbal or written, or conduct that intimidates, threatens, or endangers the health or safety of self or others, is prohibited.

(i) Identification/Failure to Comply: Residents are expected to provide proper identification when requested by a staff member or other University officials and comply with their directions in the performance of their official duties. Students are further expected to comply with the terms and sanctions imposed as a result of conduct action.

(j) Intervisitation: Guest intervisitation is defined as periods when members of the opposite sex are allowed in a student's room. The intervisitation program is designed to afford opportunities for student growth and social development. On the other hand, policies and procedures are provided to ensure consideration of individual Resident student and community needs as well as the general safety and well-being for all concerned. As such, the University reserves the right to modify, restrict, or revoke the privilege of intervisitation as necessary. Hours are as follows:

Sunday - Thursday, 10:00 a.m. – midnight.  
Friday and Saturday, 10:00 a.m. – 2:00 a.m.

In all residence halls, guests must be escorted throughout the hall in order to ensure the right to a reasonable degree of privacy for each resident. Residents are responsible for the conduct of and adherence to policies by any guests or visitors. Inappropriate behavior and damage caused by guests becomes the responsibility of the host Resident.

Residents inviting guests/visitors should consult with their roommates concerning any possible objections.

No Resident student will be allowed more than two guests at one time.

Access to restroom facilities is limited to persons of the same sex residing on the floor served by the facilities. Visitors of the opposite sex are required to use authorized facilities, which are located on the respective floors or in public areas of the halls.

**Overnight Guests:** Residents are permitted to have overnight guests (of the same sex) in the residence halls by advance arrangement through the residence hall main desk. All residents and guests must follow appropriate registration procedures, and any overnight guest requires the approval of the roommate(s). The Resident must accompany his/her guest to the residence hall Main Desk and must provide a valid photo ID to the desk staff and display a guest pass upon request. Overnight guests may be registered for no more than two consecutive nights.

Persons who have been removed from the residence halls for any reason may not return as overnight guests following their removal.

(k) **Lounges and Recreation Areas:** Lounges and recreation areas are for the exclusive use of the hall Residents and their guests.

(l) **No Smoking:** Smoking is prohibited in the residence halls and within the predesignated nonsmoking area outside the residence halls.

(m) **Pets and Water-Filled Furniture:** Pets and animals of any kind (with the exception of fish kept in a maximum 10-gallon aquarium) are prohibited for health, safety, and sanitation reasons. Water-filled furniture is not permitted due to the potential problems of water damage.

(n) **Quiet Hours:** Residents must observe reasonable quiet hours at all times, both inside and outside the residence halls. Even when quiet hours are not in effect, the noise level must not interfere with the rights of residents who want and need to study at that time. Quiet hours are established by individual halls/floors, and minimally will be in effect from 9:00 p.m. until 8:00 a.m. the following day,

Sunday through Thursday. Twenty-four hour quiet hours are in effect during the last week of classes and during finals week.

(o) Roofs, Ledges: Unauthorized presence on rooftops, ledges, or areas marked for restricted access in any residence hall facility is prohibited.

(p) Security: Residence hall security is a shared responsibility of the University staff and students. The front (main) door of each hall will be secured at 9:00 p.m., with side doors locked no later than 6:30 p.m. Visitors to residence halls must enter only through the main entrance to the hall. Residents who leave by locked exterior doors are responsible for leaving the doors in a locked position. (For reasons of safety and security, it is important that students do not engage in leaving room doors unlocked, lending keys, "propping" of doors, etc.) Residents should always carry their University ID card and will be required to present this identification to the night staff to gain access to the residence hall.

(q) Solicitation: Door-to-door solicitation and operating a business within the residence halls is prohibited. See the Eyes & Eers for further details.

(r) Telephone: No collect telephone calls may be accepted or toll calls placed by a student in the residence halls. All roommates will be held accountable for equal portions of unauthorized telephone charges. Note: An administrative tracking fee will be assessed on any unauthorized long-distance bill traced to a residence hall room. Deliberate use of an unauthorized TID or PSC number constitutes fraud and may be grounds for prosecution and/or suspension from the University in addition to the assessment of an administrative fee.

(s) Theft: Theft or possession of stolen goods, including the illegal possession of or damage to University property or property of a person in the residence halls, is prohibited.

(t) Weight-Lifting Equipment: Weight-lifting is not permitted in individual rooms because of noise and potential damage to floors.

(u) Windows, Screens, and Objects from Windows: Window screens are not to be removed under any circumstance for safety reasons. Dropping, throwing, or projecting solid or liquid objects out a window is prohibited.

Note: This agreement, along with the student's housing Application/Contract, serves as a legally binding commitment to University Housing and WVU Dining Services.

This contractual obligation extends to policies, procedures, and regulations included in such University publications as the Eyes & Eers (the Resource Guide to Residence Hall Life), the Student Handbook, and other sources.