

TERMS AND CONDITIONS**Housing Contract**

Please read all provisions of this contract, as you are legally bound by these terms and conditions for the entire academic year.

1. Parties

This agreement (referred to as Contract) is made by and between the West Virginia University Board on behalf of the Department of Housing and Residence Life (referred to as the University) and the student, and if the student is under the age of 18, the student's Parent/Guardian (collectively referred to as Resident) signing the Contract. The University and Resident, in consideration of the terms and conditions stated in this contract, including, incorporated by reference, the *Community Standards of Conduct* (<http://housing.wvu.edu>) and the University Student Conduct Code (http://campuslife.wvu.edu/office_of_student_conduct), do hereby agree to the terms and conditions of this Agreement.

2. Eligibility and Exemptions

Any undergraduate student who is accepted at the University as a full-time student may enter into this Contract subject to room availability. Room and dining 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 assigned. Unless granted an exemption by the University, all students classified as freshmen (under 29 hours of WVU-accepted college credit) who will not have reached their 21st birthday by September 1, 2017, must live in a West Virginia University residence hall for a full academic year (Aug-May) or the following full academic year, if admitted in the spring. The following exceptions apply with appropriate verification:

1. Commute from a permanent home address within a 50-mile radius of Morgantown;
2. Married students;
3. Custodial parent of a dependent child;
4. Military service of a least one year.
5. Other exceptional circumstances:

If you believe you have a unique situation that would qualify you for an exemption from the First Year Live on Campus Requirement, you may submit a personal narrative describing the situation and documentation to support your case. Other exemptions are very rare and are not typically granted to allow students to live in other off-campus housing with friends or other family members.

3. Duration of Contract; No Estate Created

a) This Contract is binding for the entire academic year (fall and spring term) or that portion of the academic year 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 Contract cannot be terminated except as set forth in this Contract.

- b) The Resident shall vacate the assigned room within 24 hours upon loss of status as an enrolled WVU student or if Resident fails to register as a WVU student for credit course work. The University reserves the right to use a student's disciplinary status as a factor in providing or cancelling 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 Resident for a period of one academic year (fall and spring term) 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 and a separate agreement will be required 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 that 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 the University, and to abide by the terms and conditions of this Contract and other University publications to include the University Student Conduct Code and the Housing and Residence Life Community Standards of Conduct. Failure to fulfill the terms of this Contract may lead to cancellation of this Contract, removal from University-owned housing, and a review of the Resident's status as a student at West Virginia University.

6. Rates and Payment

- a) A housing advance deposit of \$225 (for new or returning Residents) must be submitted along with the Application/Contract before any room assignment can be made. This advance payment will be credited to the applicable semester housing invoice. (When applicable, the deposit is partially refundable if written cancellation is received in the Assignments Office by May 1, pursuant to Section (9) of this contract.)

(continued on page 2)

- 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. Resident shall be responsible for charges associated with key and lock core replacement.
- e) Although the Contract is for the entire academic year, invoices for payment are per term. Invoices will be mailed to the Resident's permanent address or be available on STAR prior to the beginning of the academic year and in December for the spring term.

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) The University reserves the right to assign students to short-term or temporary housing according to applications and permanent space availability.
- c) Once the student has paid their academic deposit (returning students are not required to pay an academic deposit), they can complete the housing application and pay the \$225 housing deposit online through MyHousing.wvu.edu. After students submit their housing application and housing deposit, they receive an email. The e-mail is sent to their MIX e-mail account. The email will alert them as to when their timeslot is for the student to start using MyHousing to pick their room. The student needs to go into MyHousing, after their time-slot has begun, to select both their room and request a roommate. Any student who does not select a room in a timely fashion, will be assigned to a room by the Assignments Office staff. Even after being assigned by the Assignments Office students can switch to another hall or room of their choice, until spaces are no longer available.

When rooms become limited and halls begin to fill, MyHousing will no longer be active to select a room. At this point in time, the Assignments Office will start assigning students to rooms on a rolling basis. This will be done using the date the Application/Contract was received by 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 this contract.

When MyHousing is no longer active, students can still log in and view their room assignment and roommate information.

- 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.

- e) The University reserves the right to change room assignments for (1) any real or perceived health or safety concern, (2) repair reasons, (3) disciplinary reasons caused by the Resident, or (4) for unresolved incompatibility of roommates.

8. Meal Plan

It is University policy that all students residing in University residence halls participate in the dining program with a Resident Dining Plan (see <http://dining.wvu.edu/> for meal description and rates). All Dining Plan purchases and changes may be made online at mymountaineercard.wvu.edu.

9. Contract Cancellation

- a) This Contract for the full academic year may be cancelled and the housing advance deposit partially refunded (\$125 is refundable) if the Resident provides a letter of cancellation on or before May 1. The advance fee of \$225 will be forfeited after May 1 for the academic year. Subject only to 9(b) of this Contract, the May 1 deadline applies regardless of when the deposit is paid.
- b) A Resident applying for housing for the spring term only must cancel in writing on or before December 1 to receive a partial refund of the \$225 advance housing deposit (\$125 is refundable). The December 1 deadline applies regardless of when the deposit is paid.
- c) Resident entering into this Contract will be held financially responsible for the Contract, unless the University determines in the best interest of the Resident and /or the University to cancel this obligation. Cancellations must be approved and confirmed in writing by a designated agent of Housing Administration.
- d) University reserves the right to cancel this Contract and remove Resident from on-campus housing if Resident fails to observe all rules and regulations of the University, and to abide by the terms and conditions of this Contract and other University publications such as the residence hall Community Standards of Conduct and University Student Conduct Code.
- e) The University reserves the right to deny or terminate on-campus housing for any real or perceived health or safety concern; when a housing assignment would unreasonably interfere with the rights of others; or when an assignment adversely affects or interferes with the educational or orderly operation of the University, its mission, or its objectives. All decisions will be made on a case-by-case basis.

10. Withdraw Policy

If a Resident officially withdraws from the University (drops all classes), and having obtained and completed appropriate forms and procedures, Housing (the unused portion of the room and board) will be refunded in accordance with University procedures. The "unused portion" will be based on the date the Resident's belongings are removed from the room and Mountaineer Card and room keys are returned, after withdrawal. (Note: If there is an outstanding balance on the Banner/STAR account for tuition, fees, or other miscellaneous charges, any refund will go to offset these balances.)

11. Room Change

Room changes generally will not be made until three weeks into the semester because occupancy is being finalized during this time. The University's nondiscrimination policy applies to all of housing and is inclusive of room changes. (Refer to housing.wvu.edu for specific room change information.)

12. Liability/Responsibility for Personal Property

The University, its employees, officers, and agents, shall not be responsible for damage, theft, or loss of personal property belonging to a Resident except when the damage, theft, or loss of personal property arises out of the willful misconduct, gross negligence or intentional torts of the University, its employees, officers, and agents. **In all instances, 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, the furnishings therein, or to any University property. 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. Resident shall be responsible for 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 or Residents of the residence hall.

14. Check-In and Check-Out

- a) If Resident will be checking in to a residence hall after the stated arrival period, he/she must notify the Assignments Office. 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 from their assigned room at the end of each term. This is expected to be completed within twenty-four hours of the Resident's last examination or his/her withdrawal from the University or upon cancellation of this Contract. When a Resident 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 room key will result in a \$50 charge for replacing the lock and key. Failure to return mailbox key, if one was issued, will result in a \$25 charge for replacing the lock and key.

15. Holiday/Semester Breaks

Residents needing to remain in University housing during holiday/semester breaks may have this option available at an additional room cost, and upon entering into a separate agreement. Residents 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. It should be noted that Residents may be required to move to a different location.

16. Room Inspections

The 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. Policies, procedures and guidelines are designed to enhance the learning and living environment. The residential student conduct process has jurisdiction over all residence halls and surrounding properties. Violation of residence hall policies will lead to student conduct administrative action and may result in disciplinary action against Resident. Students are responsible for becoming familiar with the Housing and Residence Life Community Standards of Conduct available online at <http://housing.wvu.edu>, and the University Student Conduct Code available online at http://campuslife.wvu.edu/office_of_student_conduct. More severe conduct that could result in a suspension or expulsion from the institution will be referred to the Office of Student Conduct.

Note: This Contract, along with the student's housing Application/Contract, serves as a legally binding commitment to Housing and Residence Life. This contractual obligation extends to policies, procedures, and regulations included in such University publications as the Housing and Residence Life Community Standards of Conduct, the University Student Handbook, and other sources.