

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 *Eyes & Ears* http://housing.wvu.edu/residence_halls/policies_and_procedures and the WVU Campus Student Code http://campuslife.wvu.edu/office_of_student_conduct, do hereby agree as follows:

2. Eligibility

Any undergraduate student who is accepted at the University as a full-time student may enter into this Contract subject to room availability. Room 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. 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 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 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 the University, and to abide by the terms and conditions of this Contract and other University publications such as *Eyes & Ears* and *Student Handbook*. 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.)
- b) Room charges are payable prior to the beginning of each semester. Room assignments may be cancelled by the University if the balance is not paid prior to the first day of classes for the start of the term or stipulated due date, in accordance with WVU-BOG Policy 39, or if alternate payment arrangements have not been approved by the University's Office of Student Accounts.
- c) No refunds will be made to a Resident who fails to return to an assigned hall/room unless the Resident has followed established Housing and Residence Life policies and has been officially released from this Contract. Failure of a Resident to satisfy the financial obligation stipulated under the Contract will result in a hold on registration and official records and/or cancellation of on-campus housing.
- d) Room and board fees are refundable to a Resident withdrawing from the University according to established University and Housing and Residence Life guidelines. A Resident removed for disciplinary reasons will be held accountable to 100% of room costs and 100% of the board contract.

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 email is sent to their WVU email 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://diningservices.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 *Eyes & Ears* and *Student Handbook*.

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 the *Eyes & Ears* 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 and remove all personal belongings 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 keys will result in a \$50 charge, along with an administrative fee for replacing the lock and keys.

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. The following policies, procedures, and guidelines are designed to enhance your Residential Learning Community. Violation of these policies, procedures, and guidelines may result in disciplinary action against Resident.

- 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 but not limited to 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 first follow certain policies and procedures contained in the ResNet Policy <http://www.resnet.wvu.edu/policy/resnet.html>. Additional information concerning Res Net is available at <http://www.resnet.wvu.edu>. Residents are responsible for compliance with all WVU guidelines concerning computer use. In addition to other disciplinary action, violations may result in termination of ResNet access.
- 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 Resident rooms, is prohibited and will result in a minimal charge of \$50–\$70 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. Residents are further expected to comply with the terms and sanctions imposed as a result of disciplinary action.

j) *Visitation*: In order to provide safe and secure residence halls, visitors are required to register their presence and photo ID upon request. Visitation is a privilege, not a right. Housing and Residence Life reserves the right to refuse, restrict, and/or revoke visitation privileges. Failure to register a guest or be registered as a guest, attempting to give access to a person not properly registered, or failure to be with an assigned host is prohibited regardless of the date or time the violation occurs (i.e., regardless of whether the alleged violation occurs before or after formal guest registration begins). There are two types of visitation: visitation by residents from within your hall and visitation by nonresidents. When a resident (host or hostess) registers a visitor, he or she assumes full responsibility for the visitor's behavior and well-being and must accompany the guest at all times. Therefore any violation committed by a guest will be the responsibility of the host. Each resident is only permitted to register two guests at one time. You should consult with your roommate(s) prior to registering a guest. Please keep in mind that we want to make our halls as secure as possible 24 hours a day. The policy exists for the safety of you and your fellow residents.

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. Visitation within your assigned residence hall is allowed 24 hours a day with consent of roommate(s). Should a resident of the same residence hall intend to stay in another resident's room overnight, normal procedures should be followed to register that guest as an overnight visitor as outlined below.

Overnight Guests: Residents are permitted to have overnight guests 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.

Overnight visitors that are 17 must receive the approval of the Residence Hall Coordinator at least 48 hours in advance. Visitors under the age of 17 will not be permitted to be registered as overnight visitors.

Persons who have been removed from the residence halls for any reason may not return as overnight guests following their removal. Note: For your safety during certain events or time periods (i.e., sporting events, FallFest, emergencies, etc.) the residence halls will be placed under increased security measures. During this heightened security, visitors will not be permitted in the building, all exterior doors will be locked, and all residents must enter through the main door and present their Mountaineer Cards for admittance.

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

l) *No Smoking*: WVU is a nonsmoking campus. Tobacco use of any kind is not permitted in University residence halls or any premises owned, operated, leased, or occupied by WVU. This includes any outdoor areas on campus, parking lots, and previously designated smoking areas. Electronic cigarettes are also not permitted in the residence halls.

m) *Pets*: 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.

n) *Water-Filled Furniture*: Water-filled furniture is not permitted due to the potential problems of water damage.

o) *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 of each semester.

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

q) *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 9:00 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 Residents do not engage in leaving room doors unlocked, lending keys, "propping" of doors, etc.) Residents should always carry their Mountaineer Card and will be required to present this identification to the night staff to gain access to the residence hall.

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

s) *Telephone*: No collect telephone calls may be accepted or toll calls placed by a Resident, student or guest 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 (Long Distance Authorization Code) or PSC (Personal Security Code) number constitutes fraud and may be grounds for prosecution and/or suspension from the University in addition to the assessment of an administrative fee.

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

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

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

Note: This Contract, along with the student's housing Application/Contract, serves as a legally binding commitment to University Housing and Residence Life. This contractual obligation extends to policies, procedures, and regulations included in such University publications as the *Eyes & Ears* (the Resource Guide to Residence Hall Life), the *Student Handbook*, and other sources.