

TERMS AND CONDITIONS

The following terms and conditions are legally binding for the entire academic year and ***should be read thoroughly***.

1. Binding Agreement

By accepting these terms and conditions, the student, and if the student is under the age of 18, the student's Parent/Guardian (collectively referred to as Resident) agrees to 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).

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 the contract start state 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 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. Student has one year of active duty military service.

REQUESTS FOR EXEMPTION WILL NOT BE CONSIDERED AFTER THIS CONTRACT IS AGREED TO AND/OR SIGNED.

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 agrees that this Contract does not create a landlord-tenant relationship or otherwise grant to the Resident any interest in real property.

4. Resident Expectations

- 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 rules and regulations outlined in Housing and Residence Life Community Standards of Conduct and Student Conduct Code. 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 and dining 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/Dining Services 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.

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 via the housing portal (myhousing.wvu.edu). Students may self-select a space if they apply before or during the designated self-selection period. After the self-selection period ends, the WVU Housing Assignments Office will assign students to rooms on a rolling basis based on the date the Application/Contract was received. 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. Students may view their room assignment and roommate and suitemate information via MyHousing.wvu.edu.
- 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 <http://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 Housing and Residence Life Community Standards of Conduct and University 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 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.

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. 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 that choose to remain in University housing during any holiday/semester breaks must select a residence hall that offers 10-month housing (Braxton Tower, Brooke Tower, Oakland Hall East, Oakland Hall West, or Stalnaker Hall) – locations are subject to change and may be adjusted to accommodate configuration changes and resident demand. Residents will be required to enter into a separate agreement during established break periods, and will be subject to additional room charges.

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 West Virginia University Housing and Residence Life Community Standards of Conduct (available online at <http://housing.wvu.edu>), and the West Virginia University Campus Student Code (available online at <http://studentconduct.wvu.edu>). More severe conduct that could result in a suspension or expulsion from the institution will be referred to the Office of Student Conduct.