

RESIDENTIAL HOUSING CONTRACT 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 the University's Community Standards of Conduct (<https://housing.wvu.edu/policies/residence-halls/community-standards-of-conduct>) and Campus Student Code (<https://studentconduct.wvu.edu/campus-student-code>).

2. Eligibility and Exemptions.

Any undergraduate student who is accepted by the University as a full-time student may enter into this Contract, subject to room availability. Room and dining services are 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 (less than 24 hours of WVU-accepted college credit) who will not have reached their 21st birthday by the start date of this Contract 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 exemptions may apply, subject to verification by WVU:

- a. Students who commute from a permanent home address within a 50-mile radius of Morgantown;
- b. Married students;
- c. Custodial parent of a dependent child;
- d. Student has one year of active duty military service.

REQUESTS FOR AN 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 the obligations set forth in this Contract. This Contract cannot be terminated except as set forth herein.
- 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, denying, or cancelling on-campus housing.
- c. The Resident agrees that this Contract does not create a landlord-tenant relationship or otherwise grant the Resident any interest in real property.

4. Resident Expectations.

- a. The University will provide a residential living space 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 housing application. 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 University's academic mission.

- 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, desk, mattress, drawer space, and closet space.

5. Resident Agreement.

Resident agrees to pay all assessed fees and to abide by the Terms and Conditions of this Contract and other University rules and regulations, including but not limited to those set forth in WVU's Community Standards of Conduct and Campus Student Code. Failure to comply with the Terms and Conditions of this Contract may lead to its cancellation, removal from University-owned housing, a review of the Resident's status as a student at WVU and or other disciplinary action.

6. Rates and Payment.

- a. A room will not be assigned until an advance deposit of \$225.00 (for new or returning Residents) is submitted with the student's housing application. This advance deposit will be credited to the applicable semester housing invoice. The deposit may be partially refunded if the Assignments Office receives written cancellation by May 1, pursuant to Section (9) of this contract.
- b. Room and dining charges must be paid 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 by a stipulated due date in accordance with WVU BOG Finance and Administration Rule 5.13, 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(s) required by this Contract will result in a hold on registration and official records, and/or cancellation of on-campus housing.
- d. Room and Dining Plan fees are refundable to a Resident who is properly withdrawing from the University pursuant to established University and Housing and Residence Life guidelines. A Resident removed for disciplinary reasons will be held accountable for 100% of the financial obligations required under this contract.
- e. Although this Contract is for the entire academic year, Students will receive an invoice each term.
- f. Room and Dining Plan fees are refundable to a Resident who is withdrawing from the University pursuant to Section 6(d) of this Contract, and prorated per University guidelines and the following timetable:
 - i. On or after October 16th: no refund for fall term charges, no assessment of spring term charges; or
 - ii. On or after March 7th: no refund for spring term charges.

7. Room Assignment.

- a. The University does not discriminate on the basis of race, sex, age, disability, veteran status, religion, sexual orientation, color, or national origin.
- b. The University reserves the right to assign students to short-term or temporary housing according to housing applications and the availability of long-term space.
- c. After the student has paid their academic deposit (returning students are not required to pay an academic deposit), the housing application \$225.00 housing deposit may be submitted online via the housing portal (myhousing.wvu.edu). Students may choose a space if they apply before or during the designated self-selection period. After the self-selection period ends, the University will assign students to rooms on a rolling basis depending on the date the housing application was received. All room assignments are made based upon available space and, when possible, in accordance with the preferences requested by the student. Failure to honor a preference will not void this Contract. Students may view their room assignment and roommate information via the housing portal (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 with other roommates.

8. Residential Dining Plan.

It is University policy that all students residing in University residence halls must purchase a Resident Dining Plan. Meal descriptions and rates are available at <http://diningservices.wvu.edu>. All Resident Dining Plan purchases and changes thereto may be made online at <http://mymountaineercard.wvu.edu>.

9. Contract Cancellation.

- a. This Contract may be cancelled and \$125.00 of the advance deposit for the following academic year refunded if the Resident provides a letter of cancellation on or before May 1st. The advance deposit of \$225.00 will become nonrefundable after May 1st. Subject only to 9(b) of this Contract, the May 1st deadline applies regardless of when the deposit is paid.
- b. A Resident applying for housing for only the spring term must submit a letter of cancellation on or before December 1st to receive a partial refund (\$125.00) of the \$225.00 advance deposit. The December 1st deadline applies regardless of when the deposit is paid.
- c. A Resident will be held financially responsible for the Contract unless the University determines that it is in the best interests of the Resident and/or the University to cancel the Contract. Cancellations must be approved and confirmed in writing by a designated agent of Housing Administration.
- d. The University reserves the right to cancel this Contract and remove the Resident from on-campus housing if the Resident fails to observe the Terms and Conditions of this Contract and all rules and regulations of the University, including the University's Community Standards of Conduct and Campus Student Code.
- e. The University reserves the right to deny or terminate on-campus housing for (1) any real or perceived health or safety concern, (2) when a housing assignment would unreasonably interfere with the rights of others, or (3) 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. Withdrawal Policy.

If a Resident officially withdraws from the University (drops all classes), and having obtained and completed appropriate forms and procedures, the unused portion of the room and dining fees will be refunded in accordance with University procedures. The "unused portion" will be based upon the date on which the Resident's belongings are removed from the room and the room keys are returned after officially withdrawing from the University. If there is an outstanding balance on the Resident's account for tuition, fees, or other miscellaneous charges, any unused portion of the room and dining fees will first be applied towards the outstanding balance.

Room and Dining Plan fees are refundable to a Resident who officially withdraws from the University according to University procedures, and prorated per University guidelines and the following timetable:

- a. On or after October 16th: no refund for fall term charges, no assessment of spring term charges; or
- b. On or after March 7th: no refund for spring term charges.

11. Room Change.

Room changes generally will not be made until three weeks have passed since the beginning of the semester, as room occupancy is being finalized during this time. The University's nondiscrimination policy applies to all housing and includes 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 acts of the University, its employees, officers, and agents. **Residents are encouraged to obtain appropriate insurance.**

13. Damages and Upkeep of Facilities.

- a. The Resident is expected to reasonably maintain the assigned living space to a reasonable degree of order, cleanliness, and safety. The Resident will be held financially responsible for the repair or replacement costs of any damage to the room, the furnishings therein, or to any University property. When two or more Residents occupy the same room and responsibility cannot be ascertained, the repair or replacement costs will be assessed equally among the Residents.
- b. The Resident agrees not to modify or allow modifications of the permanent structure of the room or other parts of the building.
- c. The Resident agrees not to remove any furnishings or items provided in the room. All furnishings and items provided must remain in the room. The Resident will be held financially responsible for the removal of furnishings or items provided, and student conduct proceedings may ensue.
- d. The Resident assumes responsibility for the daily care and cleaning of his/her room and its furnishings, and for maintaining acceptable sanitation and safety conditions. The Resident also agrees to use all public areas in a mature and responsible manner and to help in maintaining safety and cleanliness.
- e. The Resident agrees not to duplicate the room key, and if the key is lost (or duplicated) to immediately notify the hall front desk. The Resident shall be responsible for any charges associated with the replacement of the key and lock core.
- f. 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. The Assignments Office must be notified if a Resident will be checking in to a residence hall after the stated arrival period. 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, (1) the Resident's last examination, (2) withdrawal from the University, or (3) cancellation of this Contract. Room keys must be returned directly to the front desk when a Resident moves from a residence hall or a room change is made. Failure to return the keys will result in a \$50.00 fee, along with an administrative fee for replacing the lock and keys. Failure to return the mailbox key, if one was issued, will result in a \$25.00 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 housing 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) performing repairs, maintenance, and/or facility improvements; (2) recovering University/state/local government-owned property not authorized for use in the assigned space; (3) conducting periodic fire, health, and safety inspections, including during

hall closing/vacation periods; (4) determining, based upon a reasonable belief, whether an emergency exists (including but not limited to fire, accidents, sickness, or danger to the health and welfare of Residents); and (5) determining, based upon a reasonable belief, whether a University policy is being violated.

17. Rules and Regulations.

The University's residence hall policies 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 or other severe conduct will result in referral the Office of Student Conduct and disciplinary action – including suspension or expulsion – may be taken against the student. Students are responsible reviewing the University's Community Standards of Conduct (<https://studentconduct.wvu.edu/campus-student-code>) and Campus Student Code (<http://studentconduct.wvu.edu>).