

*Please read all provisions of this contract, as you are legally bound by these terms and conditions for the entire academic year. Note that there is NO FULL REFUND of the housing deposit. A partial refund is available if contract cancellation occurs prior to July 1.*

**West Virginia University – Potomac State College**

**2017 - 18**

**TERMS AND CONDITIONS**

**1. Parties**

This agreement (referred to as Contract) is made by and between the West Virginia University Board on behalf of Potomac State College (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 *PSC Residence Hall handbook* ([http://potomacstatecollege.edu/campus\\_life/residence\\_life\\_housing](http://potomacstatecollege.edu/campus_life/residence_life_housing) ) and the *PSC Student Code of Conduct* (<http://potomacstatecollege.edu/campuslife> ), 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 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. Note: All students 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 Keyser);
2. married students;
3. students with children living with them;
4. students 21 years of age or older prior to the first day of the Fall semester.

**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 Potomac State College student or if Resident fails to register as a Potomac State College 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”).

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 *PSC Residence Hall handbook* and *PSC Student Code 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 Potomac State College of West Virginia University.

#### **6. Rates and Payment**

a) A housing advance deposit of \$200 (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 PSC Office of Housing & Residence Life by July 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. 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 received confirmation that they have been admitted to the University, they can complete the housing application and pay the \$200 housing deposit online through MyHousing.wvu.edu. The student will be able to select their room during the completion of the housing application process. 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, 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://potomacstatecollege.edu/campus\\_life/dining](http://potomacstatecollege.edu/campus_life/dining) for meal description and rates). All Dining Plan purchases may be made online at [mymountaineercard.wvu.edu](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 July 1. The advance fee of \$200 will be forfeited after July 1 for the academic year. Subject only to 9(b) of this Contract, the July 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 \$200 advance housing deposit (\$125 is refundable). The December 1 deadline applies regardless of when the deposit is paid.

c) A 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) The 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 *PSC Residence Hall handbook* and *PSC Student Code of Conduct*.

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 housing and is inclusive of room changes. (Refer to the *PSC Residence Hall handbook* 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 PSC Office of Housing & Residence Life. 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**

All Potomac State College Residence Halls are closed during extended holiday/semester breaks (Thanksgiving, winter, and spring). Residents are required to vacate University housing property by the published date and time the halls close, unless written authorization is provided by the PSC Office of Housing & Residence Life. Additional charges may apply for extended time remaining in University housing. 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 & Residence Life Handbook ([http://potomacstatecollege.edu/campus\\_life/residence\\_life\\_housing/2016-2017-Housing-Residence-Life-Handbook.pdf](http://potomacstatecollege.edu/campus_life/residence_life_housing/2016-2017-Housing-Residence-Life-Handbook.pdf)), the Student Handbook ([http://potomacstatecollege.edu/campus\\_life/2016-Student-Handbook.pdf](http://potomacstatecollege.edu/campus_life/2016-Student-Handbook.pdf)), and the Student Code of Conduct ([http://potomacstatecollege.edu/campus\\_life/PSC-Student-Conduct-Code-2016.pdf](http://potomacstatecollege.edu/campus_life/PSC-Student-Conduct-Code-2016.pdf)).