

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, incorporated by reference, the Community Standards of Conduct (<https://studentexperience.potomacstatecollege.edu/housing-residence-life/community-standards-of-conduct>) and the University Student Conduct Code (<https://studentexperience.potomacstatecollege.edu/student-life/office-of-student-conduct>).

2. Eligibility and Exemptions

Any undergraduate student who is accepted at WVU Potomac State College 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 who will not have reached their 21st birthday by the start date of this Contract must live in a West Virginia University Potomac State College 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:

- a. Commute from a **custodial parent(s)/guardians** in Mineral County, WV or from one of these contiguous counties: Grant, Hardy, Hampshire in WV, Allegany and Garrett in MD
- b. Married students;
- c. Custodial parent of a dependent child;
- d. Students who will be 21 years old by the start date of the fall semester

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 the obligations set forth in this Contract 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. {W0092785.1} 2

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 Agreement

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, including but not limited to those set forth in the Housing and Residence Life Community Standards of Conduct and the Student Conduct Code. Failure to fulfill the terms of this Contract may lead to its cancellation, removal from University-owned housing, and a review of the Resident’s status as a student at West Virginia University Potomac State College.

6. Rates and Payment

a. A housing advance deposit of \$225.00 (for new or returning Residents) must be submitted along with the Application 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 Housing and Residence Life Office by June 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 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 stipulated under this 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 this Contract is for the entire academic year, invoices for payment are per term.

f. Room and Board fees are refundable to a Resident 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 16 no refund for Fall term charges, no assessment of Spring term charges

ii. On or after March 10 no refund for Spring term charges.

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 receives confirmation that they have been admitted to the University, they can complete the housing application and pay the \$225.00 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 Potomac State College Housing 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 the housing portal (myhousing.wvu.edu). {W0092785.1} 3

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. Residential Dining Plan

It is University policy that all students residing in University residence halls must participate in the dining program with a Resident Dining Plan (See <https://studentexperience.potomacstatecollege.edu/dining-services>). 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 (\$125.00 is refundable) if the Resident provides a letter of cancellation on or before June 1. The advance fee of \$225.00 will be forfeited after June 1 for the academic year. Subject only to 9(b) of this Contract, the June 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 \$225.00 advance housing deposit (\$125.00 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 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 (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. 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. Room and Board fees are refundable to a Resident withdrawing from the University according to University procedures, and prorated per University guidelines and the following timetable: a. On or after October 16 no refund for fall term charges, no assessment of spring term charges b. On or after March 10, no refund for spring term charges

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. {W0092785.1} 4

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 agrees not to remove any furnishings or items provided in the room. All furnishings must remain in the room and removal of items can/will result in conduct proceedings and restitution.
- d. 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.
- e. Resident agrees not to duplicate the room key and if the key is lost (or duplicated) to immediately notify the Housing and Residence Life Office. Resident shall be responsible for charges associated with key and lock core replacement.
- 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. If a Resident will be checking in to a residence hall after the stated arrival period, he/she must notify the Housing and Residence Life 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 Housing and Residence Life Office. Failure to return keys will result in a \$50.00 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 \$25.00 charge for replacing the lock and key.

15. Holiday/Semester Breaks

All WVU Potomac State College Residence Hall 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 Housing and 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, {W0092785.1} 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 a 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.