HOUSING AND DINING CONTRACT
TERMS AND CONDITIONS

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 contract is made by and between the West Virginia University Board of Governors on behalf of Potomac State College of West Virginia University's Departments of Residential Education and Dining Services (referred to as the College) 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. Potomac State College of West Virginia University and Resident, in consideration of the terms and conditions are stated in this document, do hereby agree with each other as follows:

2. ELIGIBILITY (LIVE-IN REQUIREMENT)
Any undergraduate student who is accepted at Potomac State College of WVU as a full-time student may enter into this contract. Room and board 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 reassigned. All students living in College-owned housing agree to be enrolled in at least 12-credit hours and to actively attend classes. Note: All single students enrolled full time are required to live in College housing. The following exceptions apply with verification:

   (1) students 21 years of age or older by August 15
   (2) students who will be residing with parents within a reasonable commuting distance (50-mile radius of Keyser)
   (3) students with children
   (4) married students

3. DURATION OF CONTRACT; NO ESTATE CREATED
(a) This contract is binding for the entire academic year 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 housing agreement cannot be terminated except under the conditions listed in the Contract Cancellation section of this agreement.

(b) The Resident shall vacate the assigned room within 24 hours upon loss of status as an enrolled student during this contract or if Resident fails to register as a student for credit course work.

(c) The College reserves the right to use a student’s disciplinary status as a factor to providing or terminating on-campus housing.

(d) The Resident and the College agree that this contract does not create a landlord-tenant relationship or otherwise grant to the Resident any interest in real Property.

4. COLLEGE AGREES
(a) The College will provide a room accommodation to the student for a period of one academic year (first and second semester) exclusive of vacation periods or any other period when the College is officially closed. Residence hall service, including access to the assigned hall and room, begins on the official opening day and in conjunction with opening weekend activities.

(b) The College will provide residence hall staff in accordance with College policy to provide a living experience which complements the academic mission of the College.
The College will provide a reasonable amount of light, heat, and hot water. Student rooms shall be furnished by the College with a bed, mattress, drawer space, desk, closet space, cable television hook-up, and Internet connection.

5. RESIDENT AGREES
Resident agrees to pay all fees specified, to observe all rules and regulations of Potomac State College of WVU, and to abide by the terms and conditions of this contract and other College publications such as the Residential Education Handbook, the Student Handbook and the WVU Student Conduct Code. Failure to fulfill the terms of this contract may lead to termination of this agreement, removal from College-owned housing and a review of the Resident’s status as a student at Potomac State College of WVU. Please note: Room/board fees are non-refundable if student is removed for conduct reasons.

6. RATES AND PAYMENT
(a) A room reservation fee of $200 (for new and returning students) 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 fully refundable if the College receives your written cancellation postmarked or e-mailed by July 1 for new and returning students.)

(b) Room and board charges are payable prior to the beginning of each semester. Room assignments will be canceled by the College if the balance is not paid by the stipulated due date or if alternate payment arrangements have not been approved by the College’s Business Office.

(c) No refunds will be made to an enrolled student who fails to check-in or return to an assigned hall/room unless the student has followed established Housing/College/Dining Services policies and has been officially released from his/her contractual agreement. Failure of a Resident to satisfy the financial obligations stipulated under the contract will result in a hold on course registration and official records and/or cancellation of College housing and dining.

(d) Room and board fees are refundable to a student withdrawing from the College according to established College and Housing guidelines. A student removed for disciplinary reasons will be held accountable to 100% of room costs and 100% of the board contract.

(e) Although the College room and board contract is for the entire academic year, invoices for payment are per semester. All billings prior to the start of the semester are electronic via student MiX/STAR account.

7. ROOM ASSIGNMENT
(a) The College does not discriminate on the basis of race, sex, age, disability, veteran status, religion, sexual orientation, color, or national origin in the administration of housing.

(b) Potomac State College of WVU requires all full-time students under the age of 21 to live in College housing with exceptions as stated under section (2) Eligibility. The College reserves the right to assign students to short-term or temporary housing according to applications and permanent space availability.

(c) After students submit their housing application and housing deposit, they receive an e-mail. The e-mail is sent to their MiX e-mail account. The e-mail contains both the link to the on-line room selection system, the Housing Management System (HMS), and the priority date for the student to start using HMS to pick their room. The student needs to go into HMS, after their priority date and time has begun, to select both their room and roommate. Any student who does not select a room in a timely fashion, will be assigned to a room by the Housing Office in late July.
When rooms become limited and halls begin to fill, HMS will no longer be active. At this point in time, the Housing 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 Housing 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 their contract.

When HMS is no longer active, students can still log in and view their room assignment and roommate information.

(d) The College reserves the right to consolidate vacancies by requiring Residents to move from single occupancy of double/triple rooms to double or triple occupancy.

(e) The College 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 any unresolved incompatibility of roommates.

8. MEAL PLAN

It is University policy that all students residing in College-owned residence halls participate in the dining program with a Resident Meal Plan (19-, 15-, or 10-meal plan).

Meal periods are established for the Mountaineer Card System to differentiate between meals being used. The specific hours of each meal period, as defined by the Card Office, are posted at each dining location. All plans are limited to one entry per meal period. A new week begins each Thursday morning, and meals do not carry over from week to week. All plans expire at the end of each semester.

Once the academic year begins, a select meal plan can only be reduced within the first two weeks of school and must be completed by the first Tuesday of September by 4:30 p.m. Residents may increase their dining plan at any time throughout the year. Changes must be submitted by completing a Dining Plan Change Request Form available from Dining Services in University Place. Changes in meal plans carry over from fall to spring term; however, Bonus Bucks expire at the end of each term. The only exception to this involves new students who will have the first two weeks of spring semester to decide if they choose to decrease their meal plan.

If you need to make a change to your Meal Plan prior to the middle of July (but prior to the assessment being run for the fall – check your bill through your MiX account), you can access your on-line Housing and Dining application in STAR by:

1. Sign into Mountaineer information Xpress (MiX) at www.mix.wvu.edu using your MiX ID and password.
2. Click on the “STAR” tab.
3. Click on the “Star Information System” link.
4. Click on the “Student Services and Housing” link.
5. Click on the “Housing” link.
6. Click on the “Housing Application”, then change your dining plan option.

After assessment for the fall, which typically occurs in mid-July (be sure to check your bill through your MiX account), you must contact Dining Services at 304-788-6919 to make any changes.

Students requiring a special diet due to medical reasons may contact Dining Services to inquire about accommodations.
Please follow these guidelines when dining:

• Your Catamount ID Card is for your use only. Lending it to someone else will result in the confiscation of your card.
• Be considerate of others. Refrain from disruptive behavior.
• Return your dishes to the dishwashing area as you leave. Do not remove dishes or utensils from the dining hall.

9. CONTRACT CANCELLATION
(a) This Contract for the full academic year may be canceled and the advance deposit of $200 will be refunded if the student provides a letter of cancellation to the Housing Office postmarked or e-mailed on or before July 1st. After July 1st the $200 room deposit will be forfeited by the student.
(b) A student applying for housing for the spring semester only must provide a letter of cancellation postmarked or e-mailed on or before December 1st to receive the full $200 refund.
(c) A Resident entering into this College housing contract will be held financially responsible for the contract, unless the College determines in the best interest of the Resident and the College to cancel this obligation. Cancellations must be approved and confirmed in writing by a designated agent of housing administration.
(d) The College 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 College, and to abide by the terms and conditions of this contract and other College publications such as the Residential Education Handbook and the Student Handbook.
(e) The College reserves the right to cancel this contract for on-campus housing at any time for any real or perceived health or safety concern.

10. WITHDRAWAL POLICY
If a Resident officially withdraws from the College, having obtained and completed appropriate forms from the Office of Enrollment Services, the unused portion of the room and board will be refunded in accordance with College policies. The “unused portion” will be based on the date the Resident’s belongings are removed from the room and room key and mailbox key are returned, after withdrawal from College. A Resident not officially withdrawn from the College will continue to be charged for housing, even if he/she moves out of his/her room. (Note: If there is an outstanding balance on your student account for tuition, fees, or other miscellaneous charges, any refund will go to offset these balances.)

11. ROOM CHANGES
Room changes generally will not be made until at least three weeks into the semester because occupancy is being finalized during this time. The College’s nondiscrimination policy applies to all of housing and is inclusive of room changes. There is a $15 room change fee for all voluntary room changes.

12. LIABILITY/RESPONSIBILITY FOR PERSONAL PROPERTY
The College does not assume legal obligation for damage, theft or loss of personal property. Residents are encouraged to obtain appropriate insurance, i.e., renters insurance, parents’ homeowners policy.
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 or furnishings therein. 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 parts 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 Residential Education Office and to pay 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/floor.

(f) Resident agrees to adhere to prescribed community standards of conduct or risk being removed from College housing for conduct reasons.

14. CHECK-IN AND CHECK-OUT

(a) Specific check-in information will be provided on the College Webpage starting in early July. If a student will be checking into a residence hall after the stated arrival period, he/she must notify the Residential Education Office, since the College is not obligated to hold an assigned room beyond 5 p.m. on the first day of classes.

(b) Residents are required to vacate and remove all personal belongings from their assigned room upon termination of the housing contract. This is expected to be done within 24 hours of the student’s last examination or his/her withdrawal from the College. When a Resident moves from a residence hall or when a room change is made, room and mailbox keys must be returned to the Residential Education Office. Failure to return keys will result in a $50 charge for room keys and/or $25 for a mailbox key being billed to the Resident for replacing the lock and keys.

(c) Residents are required to remove their belongings when they check-out of their room. Residents who are unable to make appropriate arrangements to remove their belongings at the time of check-out may contact the Office of Residential Education to try to make special arrangements. Each case will be handled on an individual basis. Any student not obtaining prior approval will have their personal belongings gathered by college staff and either discarded or donated to a charitable organization immediately after the checkout process is complete.

15. HOLIDAY/SEMESTER BREAKS

All Residence Halls are closed during extended holiday/semester breaks (Thanksgiving Break, Winter Break, and Spring Break). Residents must vacate halls no later than 4 p.m. on the day that the halls close. The last meal served in the Commons on the day that halls close will be lunch and the first meal served when halls reopen will be dinner.
16. ROOM INSPECTIONS
Potomac State College of WVU reserves the right to enter and inspect rooms without notice for purposes of (1) repairs, maintenance, facility improvements; (2) recovery of College/State-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 reliable information 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 reliable information that a College policy is being violated.

17. RULES AND REGULATIONS
The residence hall policies of Potomac State College of WVU 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 hall experience. Violations of these policies, procedures and guidelines may result in disciplinary action against the Resident.

(a) No Alcohol and Other Controlled Substances: Possession and consumption of beer, wine and other alcoholic beverages is prohibited. Drugs, narcotics and other harmful materials, as defined and prohibited by state and federal statutes, are also prohibited. Empty alcohol containers and drug paraphernalia are prohibited. Bath salts and synthetic drugs are 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 automatic on/off indicator. Use or possession of open flame and open element appliances including toasters, hot plates, and hot pots in residence hall rooms or unauthorized areas is prohibited. Microwave ovens are not permitted in student rooms. (A Micro/Fridge, combination refrigerator/freezer and microwave oven, is available to rent through a private vendor contracted by the College). Residents are not allowed to bring their own microwaves from home.

(c) Computers/Data Connectivity: Computer hook-ups are available in each room and certain policies and procedures are contained in the ResNet Agreement. Residents must agree to all terms of the ResNet Agreement prior to being able to connect to the College’s network. Residents are responsible for compliance with all Potomac State College of WVU guidelines concerning computer use. Violations may result in termination of ResNet access and/or disciplinary action by the College. College, State, and Federal Law prohibits the downloading of music and videos. No dial-up modems are allowed in the residence halls.

(d) Fire Safety: Arson or the setting of fires, 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) are prohibited, extremely dangerous, and illegal. Immediate evacuation when an alarm sounds is mandatory, and reentry into a building before an alarm is silenced and staff authorization is given is prohibited. Possession of candles and incense is strictly prohibited in the residence halls. The use of extension cords or multi-receptacle outlets, with the exception of UL listed power strips with surge protectors, is prohibited. Tapestries, curtains and other room decorations affixed or suspended from ceiling or window are prohibited.

(e) No Firearms/Weapons: The possession of firearms, ammunition, and any weapons including but not limited to knives, hunting bows/arrow, guns, BB guns, slingshots, paintball guns, nunchakus, or launching devices is prohibited in the residence halls or on College property.
This also extends to any projectile objects, firecrackers, gunpowder, and other explosive or similar and potentially dangerous objects. Imitation firearms/weapons are also prohibited.

(f) **Furniture:** Misuse of College property, including possession of common area furniture in student rooms, is prohibited and will result in a minimal charge of $50 to return the property.

(g) **Gambling:** Gambling in the residence halls is prohibited.

(h) **Harassment of Students and Staff:** Physical, sexual or mental harassment, which may be verbal, electronic or written, or conduct that intimidates, threatens, or endangers the health or safety of others, is prohibited.

(i) **Identification/Failure to Comply:** Residents are expected to provide proper identification when requested by a staff member or other College officials and comply with their directions in the performance of their official duties. Students are further expected to comply with the terms and sanctions imposed as a result of conduct action.

(j) **Visitation:** Guest visitation is defined as periods when non-residents of that building are allowed in a Resident’s room. The visitation program is designed to afford opportunities for student growth and social development. On the other hand, policies and procedures are provided to ensure consideration of the individual Resident student and community needs as well as the general safety and well-being for all concerned. As such, the College reserves the right to modify, restrict, or revoke the privilege of visitation as necessary.

Visitation hours are Sunday through Saturday 10 a.m. to 12 a.m.

In all residence halls, guest(s) must be escorted by the Resident who signed them in, throughout the hall at all times to ensure the right to a reasonable degree of privacy for each resident. Residents are responsible for the conduct of and adherence to policies by their guest(s) or visitor(s). Inappropriate behavior and damage caused by guest(s) are the responsibility of the host Resident.

Residents inviting guest(s) must consult with their roommate(s) concerning any possible objections and respect their wishes regarding visitation.

No Resident student will be allowed more than two guests at one time.

Access to restroom facilities is limited to persons of the same sex residing on the floor of that building. Guests of the opposite sex are required to use authorized facilities, which are located on the respective floors or in public areas of the halls.

Overnight Guests: Residents are permitted to have overnight guest(s) (of the same sex) in the residence halls by advance arrangement through the Resident Hall Coordinator. All Residents and guests must follow published guest registration procedures, and any overnight guest requires the written approval of the roommate(s). The host Resident must accompany his/her guest(s) 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 guest(s) may be registered for no more than two consecutive nights and for no more than 10 nights per semester. No overnight guests during the first two and last two weeks of a semester. Overnight guests must be signed into buildings before 11 p.m and must get a pass from the RHC by 4:30 p.m.

Persons who have been removed from the residence halls for any reason may not return as guests or overnight guests following their removal.

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

(l) **Tobacco Free:** All residence halls are tobacco-free, including rooms and porches.
(m) **Pets:** Pets are prohibited for health, safety, and sanitation reasons except for guide dogs and fish kept in a maximum 10-gallon aquarium.

(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 in effect from 10 p.m. until 10 a.m. the following day, Sunday through Thursday and 12 a.m. to 10 a.m. the following day, Friday and Saturday. Twenty-four hour quiet hours are in effect during the last week of classes and during finals week of each semester.

(p) **Roofs, Ledges, Trees:** Unauthorized presence on rooftops, ledges, trees or areas marked for “restricted access” in any residence

(q) **Security:** Residence hall security is a shared responsibility of the College staff and Residents and 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 students do not engage in leaving room doors unlocked, lending keys, “propping” of doors, etc. Residents should always carry their Catamount ID Card and will be required to present this identification to the staff to gain access to the residence hall.

(r) **Solicitation:** Door-to-door, on-line solicitation and operating a business within the residence halls are prohibited. The conducting of any business or commercial enterprise for personal profit is prohibited in College-owned facilities unless conducted by recognized student organizations or under the direction of properly designated College personnel.

(s) **Telephone:** The College provides local telephone service in each room in Davis Hall, Friend Hall, Memorial Hall, Reynolds Hall and University Place. Residents must bring their own phones and provide means for long-distance dialing (phone cards).

(t) **Theft:** Theft or possession of stolen goods, including the illegal possession of, or damage to College property or property of a person in the residence halls, is prohibited and grounds for removal from the halls if found responsible.

(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 circumstance for safety reasons. Dropping, throwing, or projecting solid or liquid objects out a window is prohibited. Window screens are to remain down at all times.

**Note:** This Contract, along with the student’s housing Application/Contract, serve as legally binding commitments to College Housing and WVU Dining Services. Any exceptions to provisions contained herein must be approved by the Dean of Student Affairs or his designee. This contractual obligation extends to policies, procedures, and regulations included in such College publications as the PSC Student Handbook & Residential Education Handbook, and other College sources which can be found at [www.potomacstatecollege.edu](http://www.potomacstatecollege.edu).