POTOMAC STATE COLLEGE

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 Housing and Residence Life 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)

All single, first-year and returning students are required to live in College housing. In addition, transfer students with fewer than 29 transferable credit hours are also required to live on campus. Exceptions to this include:

(1) students 21 years of age or older by August 15
(2) students who live at home with parents within a reasonable commuting distance (50-mile radius of Keyser)
(3) students who have children
(4) students who are married

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.

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.
(c) 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. Links to these other relevant publications such as the Housing and Residence Life Handbook, the Student Handbook and the Student Conduct Code may be found on the website at http://www.potomacstatecollege.edu/. Please note: 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. Room/board fees are non-refundable if student is removed for conduct reasons.

6. RATES AND PAYMENT

(a) A room reservation fee of $200 must be submitted along with the application/contract before any room assignment will be made. This advance payment will be credited to the applicable semester housing invoice. In the event the College receives your written cancellation postmarked or e-mailed by the due date shown in paragraph (a) or (b) of 9. CONTRACT CANCELLATION, a partial refund of $125 will be credited to Resident’s account.

(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 College/Housing/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 contract.

(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) 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, Star Rez, and the priority date for the student to start using Star Rez to pick their room. The student needs to go into Star Rez, 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 July.
When rooms become limited and halls begin to fill, Star Rez 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 Star Rez 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

All students residing in College-owned residence halls are required to participate in the dining program with a Resident Meal Plan (19-, 15-, or 10-meals per week).

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 selected meal plan may 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 may be requested by submitting a Dining Plan Change Request Form available from Dining Services in University Place. Changes in meal plans remain in effect from fall to spring term. Dining Dollars values are set for each semester and expire at the end of each term. New students, who enroll in the spring semester as their first term on campus, have the first two weeks of that spring semester to decide to decrease their meal plan.

Changes to any Resident Meal Plan may be made through Star Rez prior to billing being applied to Resident’s account. Resident may check their bill by logging into their MiX account. Once the charges have been applied, changes must go through Dining Services.

1. Access to the Resident on-line Housing and Dining application in STAR by: Signing 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.

Students requiring a special diet due to medical reasons may contact Dining Services at 304-788-6919 to inquire about accommodations. All Residence Hall Policies apply to all Dining areas. Please follow these guidelines when dining:
* Resident’s Catamount ID Card is for personal use only. Lending it to someone else is strictly prohibited and may result in the confiscation of the card.

* Resident must be considerate of others and refrain from disruptive behavior.

* Do not waste food. Excessive waste may result in loss of meal plan privileges.

* Return dishes to the designated dishwashing area when leaving. Resident may not remove dishes or utensils from the dining area.

9. **CONTRACT CANCELLATION**

(a) This Contract is for the full academic year, however, it may be canceled up to July 1st for fall semester. A partial refund of $125 of the $200 advance deposit will be credited to the resident’s account if a letter of cancellation is received by the College Housing Office postmarked or e-mailed on or before July 1st. The entire $200 room deposit is non-refundable and will be forfeited after this deadline.

(b) For spring semester, a partial refund of $125 of the $200 advance deposit will be credited to the resident’s account if a letter of cancellation is received by the College Housing Office postmarked or e-mailed on or before December 1st. The entire $200 room deposit is non-refundable and will be forfeited after this deadline.

(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 as found at [http://www.potomacstatecollege.edu](http://www.potomacstatecollege.edu).

(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 housing procedures 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’ home owners’ 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 College Housing 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 may 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 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 Office of Housing and Residence Life. 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 Housing and Residence Life 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
The College 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 the College are designed to protect the individual within an environment that promotes personal growth and academic achievement. The following policies, procedures, and guidelines are designed to enhance Resident on-campus living experience. Violations of these policies, procedures and guidelines will not be tolerated and may result in Resident receiving a conduct modification plan to correct the behavior.

(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: ResNet provides access to the Internet and the campus network for all currently enrolled students living in College-owned housing. Users are responsible for compliance to all policies related to acceptable use of ResNet. These policies may be found at http://www.resnet.wvu.edu/policy/resnet/html and include, but are not limited to, modification restriction of wiring, hardwire, or in-room data jacks. ResNet is provided for the academic, recreational, and social use of authorized users only. College reserves the right to revoke network service to safeguard its technology resources.

(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, firefighting 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 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/arrows, guns, BB guns, slingshots, paintball guns, nunchakus, or launching devices is prohibited in the residence halls or on College property. This extends to any projectile objects, firecrackers, gunpowder, and other explosive or similar and potentially dangerous objects. Imitation firearms/weapons are prohibited.
(f) **Furniture:** Misuse of College property, including possession of common area furniture in student rooms, is prohibited.

(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 behavioral plans 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 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.

Open visitation hours are Sunday through Saturday 8 a.m. to 9 p.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 all. 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) is 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 guests in the residence halls. All visitation requires roommate approval and visitors must provide a valid photo ID and be registered at the front desk after 9:00pm. The host Resident assumes responsibility for the visitor’s behavior and well-being and must accompany the guest at all times. Therefore any violation committed by a guest will be the responsibility of the host. Overnight guest(s) may be registered for no more than two consecutive nights and for no more than 10 nights per semester. Guests must use restroom facilities appropriate for their gender. Guests must be 17 years of age or older to be registered as a guest.

Persons who have been removed from the residence halls for any reason may not return as temporary 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 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) **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.

(t) **Weight-Lifting Equipment:** Weight-lifting is not permitted in individual rooms because of noise and potential damage to floors.

(u) **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, as part of the student’s housing Application, serves as a legally binding commitment to Potomac State College of WVU Housing and Dining Services. Any exceptions to provisions contained herein must be approved by the Director or his/her designee. This contractual obligation extends to policies, procedures, and regulations included in such College publications as the Housing & Residence Life Handbook, the Student Handbook, and the Student Code of Conduct and all other College sources which can be found at [http://www.potomacstatecollege.edu](http://www.potomacstatecollege.edu).