

WEST VIRGINIA STATE UNIVERSITY  
WEST VIRGINIA STATE COMMUNITY & TECHNICAL COLLEGE  
RESIDENCE LIFE & FOOD SERVICE  
138G PRILLERMAN HALL  
P.O. BOX 1000  
INSTITUTE, WEST VIRGINIA 25112

## Housing and Board Contract

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Name Last First Middle

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Permanent Address Number/Street

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City State Zip

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Social Security Number

Area Code

Home Telephone

Classification:  Freshman  
 Sophomore  
 Junior  
 Senior

Male  
 Female

Contract Period (Check only one):  Entire Academic Year  
 Summer

Student Status:  Full-time  Part-time

If you desire to live in an academic unit, give your score on the following:

SAT \_\_\_\_\_

ACT \_\_\_\_\_

Top 10% of class \_\_\_\_\_

Transfer 2.7 plus GPA

Signature on this contract denotes agreement to **all** terms and agreements herein stated. This document is legally binding for the provision of room and board for the entire academic year, or that period of time separately agreed upon and signed by the Director of Residence Life and Services below.

Requests for altering any of the terms or conditions of this document must be accompanied by a duly completed "Exemption" request available from the Office of Residence Life and Services, and are subject to the approval of that office.

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Time Period of Contract

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Director of Residence Life

Once you have signed the housing **application/contract** and paid the application processing fee, the contract will become a binding agreement between you and WVSU. In addition to conditions and terms noted within this contract, the resident is also subject to **all current rules, regulations, procedures and responsibilities stipulated within the WVSU Catalog, Schedule of Classes, WVSU Student Handbook, Residence Hall Manual, WVSU Drug/Alcoholic Beverage Policies, posted Residence Life policies and other University policies and procedures.**

(Please remember, the residence facilities are provided as a service to students and are unique to the WVSU environment. Therefore, the relationship between the WVSU and the student should not be construed to constitute a landlord/tenant relationship. Living on campus is a privilege granted to students seeking a home away from home.)

#### I. GENERAL CONDITIONS

- A. The **application/contract** is between West Virginia State University, hereafter referred to as WVSU, and the student, whose signature appears on the contract, and is not transferable. **(Parents/Guardian signature is required when a student is under the age of 18 years of age.)**
- B. Failure to comply with the terms of this contract may result in cancellation of the contract and/or judicial action at the discretion of the Director of Residence Life or his/her designee.
- C. The contract may be renewed according to the eligibility determined by the Residence Life re-contracting process. A student with a disciplinary record, a history of residence hall violations, and outstanding bill, or academic probation may not be allowed to apply or reapply for housing as determined by the Director of Residence Life. A student may have their contract cancelled before it takes effect if a

#### Office of Residence Life HOUSING CONTRACT

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#### II. ELIGIBILITY

A. All unmarried freshmen, sophomores, and juniors who do not commute from the permanent legal residence of their parent, guardian or grandparent, who lives outside a fifty (50) mile radius of the campus are **required to live in a residence hall**. Exceptions *may* be approved by the Director of Residence Life.

B. Any person who has been admitted and will be enrolled as a full-time student may enter into this contract with WVSU. Permission may be granted for part-time students based on available space.

C. Special permission must be secured from the Office of Residence Life to continue on-campus residency if a resident's enrollment drops to part-time status (less than 12 hours).

D. If a resident fails to enroll or fails to pay an outstanding balance or fees which impact the continuation of his/her enrollment, the resident agrees to vacate the premises within 24 hours after notification. **All fees and fines must be paid within the semester they occur.**

E. All students are required to complete inoculation requirements prior to moving into a residence hall.

#### III. DURATION AND MODIFICATION OF CONTRACT

A. The **application/contract** becomes effective after signing by the student and written acceptance of the student into WVSU's housing. It expires at 6:00 p.m. on the last day of final exams for the Spring Semester (same provision for summer school) or by midnight upon the day

the student withdraws from the University. This **application/ contract** is canceled if the student is not registered for the semester.

**B.** The application/contract may not be modified without the written approval of the Director of Residence Life.

**C.** The conditions of the **application/contract** apply to summer housing agreements, excluding holiday occupancy.

**D.** WVSU will provide campus housing for the academic year (or balance thereof) to the student whose signature appears on the contract.

**E.** **The contract is provided to request housing space, not a particular room, and WVSU reserves the right to determine exclusively the particular space to which a student is assigned.**

#### IV. ROOM ASSIGNMENTS

**All residence halls will close during the following: academic breaks (Spring), Thanksgiving, Christmas holidays (the period between Fall and Spring Semesters) the period between Spring Semester and Summer Sessions I, and II; all other officially announced closings.**

**A.** The student agrees to provide WVSU with the information and preferences requested on the **Application/Contract** for the purpose of hall, room and roommate assignments.

**B.** WVSU agrees to determine room assignments on the basis of the date of receipt of the **Application/Contract** and criteria status, which may include grades and disciplinary records. In general, returning students who renew their contract prior to the established deadline are assigned on a first come, first-serve basis as space permits.

**C.** Designated assignments for NEW STUDENTS are made in sequence by date and space available on that date (limited spaces are reserved for first-time freshmen).

**D.** No specific room assignment based solely upon a student's request is guaranteed or implied.

**E.** WVSU makes all assignments without regard to race, color, religion, disability or national origin and rejects all requests for change of assignment based upon such reasons.

**F. CHANGES IN ROOM ASSIGNMENT:** WVSU reserves the right to assign or reassign space for the benefit of the individual student and/or the living unit. The student agrees to observe the room change procedures established by WVSU and have prior written approvals before making a change of room.

**G.** Single, Doubles, Triples: Most residence hall rooms are for two occupants. In emergency situations, a third person may be assigned to a double occupancy room. See '**Section H**' below for information involving single occupancy rooms.

**H. Consolidation: WVSU reserves the right to employ a consolidation (combining students to merge unused space) procedure. Students who elect not to consolidate are subject to an additional charge for occupying a single room. Fees(s) for single room occupancy can be obtained through the Residence Life Office. Single room occupancy must be approved by the Residence Life Office.**

**I.** WVSU reserves the right to modify room assignments for disciplinary reasons, catastrophes, closing of the facility, or unresolved incompatibility of roommates, or other reasons deemed necessary for community living.

**J.** If housing demand exceeds room assignment capacity; the University reserves the right to use designated temporary spaces pending assignment or relocation to a permanent living space. Assignments to these areas are called TEMPORARY ROOM ASSIGNMENTS. If students are assigned to a temporary room, they are **required** to move when a space becomes available.

#### V. ROOM CHANGES

Room changes are processed in the Office of Residence Life. At the beginning of each semester there is a room change period. Students requesting room changes must receive prior written authorization from the Residence Hall Director prior to moving any personal items from one room to another. Students found living in rooms other than rooms to which they are assigned by the Residence Hall Director will be required to move back to their assigned room and may be fined.

#### VI. POLICIES, RULES AND REGULATIONS

Residents must observe all WVSU regulations in addition to those policies and procedures outlined in the **Guide to Residential Living**. The student may be disciplined through the Code of Student Conduct or through Residence Life for violations of the following. (For more details on other violations, see the **Guide to Residential Living** or the Code of Student Conduct in the **Student Handbook**).

**A.** Possession or storage, anywhere in residential areas or surrounding grounds, of firearms, ammunition, weapons, gasoline, kerosene, similar combustible materials or any explosives.

**B.** Possession, storage or consumption of alcoholic beverages, drugs or any controlled substances.

**C.** Setting any fire, causing any false fire alarm;

vandalizing or tampering with fire alarms or fire protection equipment; or violating requirements for the use of electrical equipment/appliances or voltage (**may be fined up to \$200.00 and charged the cost of any repairs or service cost incurred.**)

**D.** Throwing or dropping objects from windows or the balconies of any residence hall.

**E.** Disrupting normal housing activities, damaging housing facilities, or interfering with other residents' quiet enjoyment of housing facilities.

**F.** Having pets or any animals other than fish in a tank holding more than ten (10) gallons of water in their rooms. Snakes rodents are strictly prohibited.

**G.** Residents are not permitted to sublease, rent or permit others to reside in their rooms. Permitting persons unauthorized by WVSU to reside in space assigned to the student is prohibited.

**H.** Using their room or any other space in a residence hall for commercial purposes.

**I.** Violation of the policies and procedures listed in the Student Handbook, any posted Residence Life policy or any directives given by WVSU officials.

**J.** Failure to comply with the guest/visitation policies as established in the guidelines for each respective hall.

**K.** Vandalism in any form. Residents will be subject to immediate loss of residential privileges.

**L.** Burning candles and/or incense inside of any

**M.** Tampering of fire and safety equipment, fire alarm systems or sprinklers in any residential facility when no fire or immediate danger of fire exists.

**N.** The use of tape, adhesive, putty, glue, paste, nails, tacks, staples, and screws on walls, furniture or doors.

**O.** The exchange, copy or unauthorized use of an access card/key issued to anyone other than the assigned resident. A lost key carries the replacement cost charge (lock change). Replaced key and/or lock change for the residence halls will be based on standard prices as outlined by a department-designated locksmith. Lost keys must be reported immediately.

**P.** Babysitting will not be permitted within the residence halls.

**Q.** Children under the age of 4 years are not permitted in any residential facility. Children between the ages of 4 and 14 are permitted to visit in the residence hall lobby area. Overnight visitations for children (below the age of 15) are not permitted. Overnight same sex visitations for 18 years may be permitted, with written consent in advance, from the Office of Residence Life or a designee.

**R.** Painting of rooms.

**S.** Soliciting and sales without written authorization.

**T.** Failure to comply with the quiet hours policy as established and posted in each respective hall.

**U.** Tampering, splicing, or modifying any element of the cable system. (Splicing cable lines in the residence halls is strictly prohibited).

**V.** Any form of violence, threats, fighting, wrestling, or verbal confrontations.

**W.** Violating local, state and federal laws. All residents and their visitors are subject to arrest

for violations of these laws.

#### X. Violating the No Smoking Policy.

scheduled date of opening should contact the Office of Residence Life to reserve their rooms as "Late Arrivals."

E. West Virginia State University will only take into consideration for approval the following as conditions for cancellation of the **CONTRACT**:

1. Official withdrawal from West Virginia State University
2. Military Obligation (documentation is required)
3. Graduation from the University.
4. Other special circumstances which will be determined by the Director of Residence Life (documentation may be required).

#### VII. LIABILITY

**WVSU will not be liable for loss of or damage to a student's personal property. Students are encouraged to obtain low-cost renters' property insurance or to be covered under their parents' homeowner's insurance policy.**

#### VIII. HOUSEKEEPING AND RESPONSIBILITY FOR DAMAGES

A. Residents are held responsible for their rooms and furnishings. This includes cleanliness, general housekeeping practices and appearance. Residents are required to pass regularly scheduled room inspections.

B. All housing furnishings are to be left in their designated locations.

C. The resident agrees to leave the room in a clean, orderly condition when occupancy ends or to pay the costs incurred by WVSU for cleaning the area.

D. The resident agrees to pay the cost of repairs for damages to the assigned room or in the case of common areas, to share the cost with residents of the appropriate areas.

E. WVSU reserves the right to inspect rooms for health and safety compliance with standards for discipline and maintenance.

#### IX. CANCELLATIONS, WITHDRAWALS & LATE ARRIVALS

A. The student agrees to pay the amount charged/ billed in connection with this **Contract**, whether or not housing services are actually used, except where cancellation is affected in **Section XI**.

B. An assigned student who does not go through the official cancellation process will be considered a student for the Fall/Spring Semester and will be charged room and board fees accordingly.

C. A returning student who does not check into the assigned room by 4:00 p.m., on the last day of opening or a new student who does not check in on the first day of opening by 4:00 pm, for new students will be considered a "no show." **A "no show" does not release a resident from the financial obligations of this contract.**

D. Students who anticipate arriving after the

#### X. HOUSING APPLICATION PROCESSING FEE

**The student agrees to pay all residence hall charges in accordance with payment provisions established by the Business Office. Full payment of Room and Board fees must be arranged in order to move into and remain in the Residence Hall. The \$125.00 non-refundable Housing Application Processing Fee must be paid with the completed application when requesting housing. This includes any term of residency.**

#### XI. THE CANCELLATION PROCESS (See Section IX for Specific Reasons)

A. The Residence Hall **Application/Contract** may be cancelled with the written approval of the Director of Residence Life. The request for cancellation must be in writing and must state specific reasons for the cancellation.

**Cancellations are not automatically approved.** Telephone calls and cancellations sent through other WVSU offices are not valid. All cancellation requests must be addressed to the Director of Residence Life.

B. The Residence Hall **Application/Contract** is valid for one academic year (Fall and Spring Semester) when the student registers for the Fall Semester. A Housing **Application/Contract** submitted for the spring or a summer semester is valid for that semester. Request for cancellation must be addressed to the:

**WVSU Director of**  
**Residence Life**

**130 G**

**Prillerman Hall**

**Institute, West**

**Virginia 25112**

C. Before termination of the Contract, the student agrees to return the room/hall key(s) and complete the published Residence Hall Room Condition Sheet, Key Report, Check-Out Form and the Residence Hall Withdrawal Form.

**NOTE:** Rooms must be cleaned prior to departure. Residents, failure to follow proper checkout procedures, will be fined.

D. Appeals Procedures: A student may initiate a review of decisions related to assessment of damage or other related charges. Any student wishing to appeal must do so in writing within five (5) days of receipt of notice of charges to the Director of Residence Life.

This agreement is between West Virginia State University and the student whose signature appears below. It indicates that he or she will agree to all terms and conditions of the Housing contract. The student is to understand and agree that the contract is binding between the student and **WVSU**, and that **WVSU** reserves the right to hold the student responsible for this contract. If student applying is not 18 years of age or older, a parent's or guardian's signature is also required. This agreement is not binding until the student receives written confirmation of acceptance into West Virginia State University and receives written confirmation of a room assignment. **Alcohol, Drugs, and Weapons are prohibited on this campus.**

PROHIBITED TO SUBMIT INFORMATION ONLY

\_\_\_\_\_

\_\_\_\_\_

Print Name  
Social Security Number

\_\_\_\_\_

\_\_\_\_\_

Signature Date

\_\_\_\_\_

\_\_\_\_\_

Signature of Parent or Guardian if under 18  
Date





advance room/apartment deposit, and availability of space.

B. Rooms/apartments may be occupied ONLY by students to whom they are assigned. Rooms/apartments may not be sublet to other persons. Transfers may be made only AFTER approval of the HOUSING DIRECTOR Monetary charges and/or disciplinary action may be taken against violators.

C. If one or more vacancies occur in a room or apartment, the remaining students agree to accept other roommates as assigned or move to other comparable facilities if requested by the University.

D. The University reserves the right to consolidate vacancies by closing rooms, apartments, floors, or halls.

E. Room assignments may be changed or contracts terminated by the Director of Residence Life and Services in the interest of order, health, discipline, energy conservation, or best use of facilities.

F. If a student exhibits disruptive, irresponsible, or inconsiderate behavior and is a detriment to orderly community living, he/she may, upon the recommendation of the Residence Hall Director, after a conference/hearing with the student, have his/her assignment changed or contract terminated.

G. By signing the Room and Board Contract the student agrees to be responsible for knowing and observing University regulations, procedures, as well as guidelines for residence hall/apartment living that may be published by the Housing Office, and all applicable federal, state, and local laws. All of the foregoing are incorporated by reference into this contract. The student is subject to disciplinary and/or legal action, monetary charges, changes in room assignment, and/or contract termination for violations.

**TERMINATION:** All residents are required to terminate this contract and housing assignments in person prior to vacating and are required to move out of University housing facilities within 24 hours after terminating for any reason.

**4. FRESHMAN VISITATION POLICY:** Inter-room visitation for Freshmen is prohibited in all University housing facilities. For Freshmen, visitation by members of the opposite sex is limited to public areas (designated lounges, lobbies, living rooms).

**FIRST OFFENSE:** Any student who violates the Visitation Policy is subject to having his/her Housing Contract terminated within 24 hours. Any students who props a door open and endangers the community will have his/her contract terminated

#### **5. ADDITIONAL CONDITIONS:**

**A.** Rooms are to be kept clean and orderly at all times Charges may be made for damages to or unauthorized use or alterations of rooms, equipment, or building and for special cleaning necessities-  
situated by improper care of rooms or equipment Students are

All Residence areas are deemed smoke, alcohol, and drug free under state law. State law prohibits the use of tobacco, alcohol, and drugs within.

The student's signature on this Room and Board Contract serves as an application to the University for campus housing under the terms set forth below. Acceptance of the contract by the University forms a binding agreement under which the following conditions apply:

**1. DURATION:** This contract is binding for TWO (2) ACADEMIC SEMESTERS (Fall and Spring) in which the student is enrolled at the University. This contract terminates at the end of the Spring Semester but may be renewed at the student's option for the Summer Term(s). If the student is officially released from the contract for a given semester and then re-enrolls in the University during subsequent semester of the contract period, the student's obligation is renewed for the duration of the contract period. In this case, the student must notify the Housing Office so that a room may be reassigned to the student.

#### **2. DATES OF OCCUPANCY:**

**A.** Students, who have submitted a properly executed Room and Board Contract and who have made advance payment for the semester, may occupy assigned space no earlier than the announced date and time.

**B.** The Residence Halls are closed during University Semester Breaks and at the conclusion of the Fall, Spring, and Summer Semesters. These periods are not included in the contract. The right to use the Residence Halls during these periods is reserved by the University. Prillerman Hall apartments remain open throughout the academic year.

#### **3. ACCEPTANCE AND ASSIGNMENT:**

**A.** Acceptance of this contract by the University shall be binding unless rejection is communicated to the student prior to room/apartment assignment. Acceptance of this contract does not guarantee a specific room assignment or admission to the University. Assignment of a room/apartment is contingent upon official admission to the University, receipt of contract,

jointly responsible for care of public areas and equipment and

may be charged for damages in public areas on the floor

B. Authorized University personnel may enter student rooms/apartments for inspection, maintenance, housekeeping, and disciplinary purposes. The student's personal property is not subject to search without legal action or permission of the student unless there is reasonable belief on the part of the University that a student is using a room for a purpose which would constitute violation of Housing or University regulations or applicable federal, state, or local laws.

C. The University is not liable for loss of or damage to personal property in the residence hall/apartment by theft, fire, or other cause, or by failure or interruption of utilities. Students are encouraged to provide their own personal property insurance.

**6. REQUEST FOR RELEASE BY STUDENTS:** This contract is binding and enforceable once signed by the student and a designated representative of the University. Any request for exceptions his contract must be made in writing to the Office of Residence Life and Services.

**7. ROOM RENT/APARTMENT PAYMENT:** The Room and Board Contract with the designated advance room deposit in the form of a check or money order payable to West Virginia State University is to be returned no later than dates shown below:

August 1	for	Fall
November 15	for	Spring
May 1	for	Summer

The student is responsible for paying the semester room and board in full on or before the last date to pay registration fees or as permitted by the University's Fiscal Affairs Office. If collection and/or eviction becomes necessary under this contract, the student agrees to pay a reasonable collection fee and court cost. Rental rates and housing fees are sensitive to operating costs and subject to fluctuation. Schedules of rental rates and housing fees will be published and available prior to each semester. Checks and money orders are to be made payable to West Virginia State University. DO NOT SEND CASH.

**8. BOARD REQUIREMENTS:** All students residing in resident housing must participate in a student Meal Plan.

**9. ROOM/APARTMENT RENT CHARGES:** Will not be pro-rated, but will be made for the entire semester for residents who vacate without notice, terminate, or withdraw after moving into the residence halls/apartments for any semester.

**10. BOARD REFUNDS,** if approved, will be pro-rated and will be made only after official withdrawal from the University, or termination of the Room and Board Contract and vacating the residence hall/apartment.

**11. WEAPONS:** No guns, knives, bow and/or arrows, blackjacks,

brass knuckles, nightsticks, etc., will be permitted at any time in the Residence Halls. A student found in possession of a dangerous or deadly weapon (as defined by the All University Hearing Council) is subject to the sanctions outlined in the Standards of Conduct Code of the West Virginia State University Student Handbook.

**12. DRUGS:** A student found in possession of or found distributing illegal drugs (as defined by municipal, state, and/or federal codes) on campus or University-supervised property shall be subject to such sanctions as are determined to be appropriate for this violation of Standards of Conduct Code of the West Virginia State University Student Handbook.

**13. ENROLLMENT:** An individual found to be residing in a residence hall and not currently enrolled as a student shall be given notice and immediately evicted by the Housing Staff and Security.

A student who, during the course of the semester has withdrawn or been withdrawn from all courses, shall cease being a resident in the residence hall effective on the date of withdrawal. If said student persists in residing in the residence hall, said student will be given notice and evicted by the Housing and Security Staff. The same shall apply to any student who, for all practical purposes, has ceased being a current student by virtue of his/her constructively indicating withdrawal by his/her actions (e.g. not attending classes for a prolonged period of time).

**14. APPLIANCES:** Clocks, radios, small TV sets, and small stereo sets with small speakers are the only electrical appliances a student may use in a residence room. Fines will be assessed and applied to a student's account for such items as hot plates, instant coffee makers, electrical heaters, refrigerators, microwaves, and other kitchen appliances. The use of an iron is permissible in the laundry areas.

**15. PETS:** No dogs, cats or other pets are permitted in residence halls.

**16. CHILDREN:** Children are not permitted to live in the residence halls. Baby sitting is prohibited.

**17. CANCELLATIONS:** This contract may be cancelled and a refund of the advance room deposit will be made, providing the Director of Residence Life and Services is informed in writing thirty (30) days prior to the opening date of the residence hall/apartment that the student will not accept the assignment. NO REFUND of the advance Room Deposit will be made for cancellation after this date.

**18. ROOM BREAKAGE DEPOSIT REFUND:** The Room Breakage Deposit must be requested within two (2) years after graduation or contract termination. NO REFUND of this deposit will be made after that period.

Refund for housing and boarding will not be made unless, in the judgement of the University, there are unusual circumstances. Disciplinary actions and voluntary withdrawals will not be considered as sufficient reasons for the refund of Residence Hall and Board charges. Withdrawal from school is the **only** way to be exempted during midterm.

19. Refusal on the part of a student to sign for or receive official mail or notice from a University department or official will not release that student from responsibilities, terms, or conditions

inherent in that communication.

will in no way constitute release from...

In signing this contract, I know it is my responsibility to read the Student Handbook *The Buzz*, for other information on policies, rules, and regulations of the University. My signature also certifies that I have read this contract.

White-Cornelius Jones, Resident Life  
Yellow-Student  
Pink-Resident Director

Signature \_\_\_\_\_

Date \_\_\_\_\_

Parent or Legal Guardian \_\_\_\_\_  
(If under 18)

**DO NOT SUBMIT  
INFORMATION ONLY**