

WVU Institute of Technology

Housing and Food Service Contract

Updated June 12, 2008

I. Parties

This contract is between WVU Institute of Technology (Institution) for the Residence Life Department and the person (Resident) whose signature appears on the Housing and Food Service Contract which is furnished as a part of this offer of services and is not transferable. This contract constitutes an offer of accommodation and services in the Institutions' residence halls. It is contingent upon acceptance of the contract terms as stated herein.

II. Housing Requirement

1. Institution strongly believes that living on campus contributes to the academic and personal development of the student. Therefore, all unmarried freshmen and sophomores, who do not commute from the permanent legal residence of their parent or guardian, grandparent, brother or sister, aunt or uncle, are required to live in one of the Institutions' residence halls.

2. This requirement is waived if the student has:

- (a) Served 2 or more years in the Armed Forces or has completed the reserve obligation.
- (b) Finished high school at least 2 years from the date of graduation.
- (c) Lived in a college residence hall at least 4 semesters.
- (d) A physical disability which makes the Institutions' residence hall impractical.

3. This contract is for the entire academic year. The Institution reserves the right to require all students to live in residence halls. All freshmen and sophomores, who are obligated by the residence hall requirements, will not be released from the contract during an academic year, except under penalties stated in this contract. Freshmen and sophomores, not otherwise obligated, who chose to sign a residence hall contract are obligated for the remainder of the academic year, except under penalties stated in this contract. Students who have lived more than 4 semesters in a college residence hall are eligible to sign contract on a "one semester at a time" basis. Students verified by the Career Services office to be on a Co-op position for a semester may request a one-semester contract.

4. The Institutions' housing contract is for room and board. The Resident MUST take one of the board plans. This contract will give the Resident the option of three board plans. The Resident may choose between 10 meals, 15 meals, or 19 meals per week plans. The board plan week will begin at breakfast on Thursday morning and end at dinner on Wednesday night. The Resident may pay cash to purchase additional meals. The Institution will provide special diets, as necessary, when prescribed by a licensed physician. If a special diet cannot be provided, the student will be excused from the board portion of this contract. Special diets must be arranged through the Director of Dining Services.

III. Institution Obligations

1. Services Period

(a) The Institution provides space in its residence halls on a space-available, first-come, first-served basis only. When all residence hall space is filled, applicants who have not been housed will be placed on a waiting list and will be notified of the fact immediately. If housing cannot be provided due to lack of space, the Institution assumes no further responsibility.

(b) The Institution grants the Resident use of the facilities of the hall which in all cases includes mail delivery, laundry room, recreation equipment, cable TV connections, local telephone service connections, and voice mail.

(c) The Institution grants the Resident access, during those times the Institution is officially in session, to meals in the Bear's Den Cafeteria, according to the posted schedule. There will be three meals served daily Monday through Friday and two meals served daily on Saturday and Sunday.

(d) The Institution agrees that the Resident, at his/her own risk, may leave personal belongings in the assigned room during the Thanksgiving break, semester break, and spring break. The Resident may not leave or store personal belongings in the residence halls during summer recess.

(e) The Institution does not furnish service or accommodations under this contract during those periods when the Institution is not in session. The contract period is the official academic calendar period of fall and spring semesters or indicated summer term.

2. Nondiscrimination

(a) The Institution agrees to offer all of its residence hall space to all eligible students without discrimination based on race, creed, religion, or national origin and commits itself to equal opportunity in all residence halls.

(b) The Institution agrees to make assignments without discrimination and to avoid changes in original assignments for reasons of race, creed, religion, or national origin.

3. Assignments

- (a) The Institution agrees to assign the Resident to requested space, on a space available basis, consistent with announced building authorization.
- (b) The Institution agrees to consider the information and requests provided on the Housing and Food Contract when assigning accommodations, but NO GUARANTEE OF SPECIFIC ASSIGNMENT IS IMPLIED.
- (c) The Institution may alter assignments for disciplinary or administrative reasons, closing of facility, catastrophe, unavailability of space, unreasonable incompatibility of roommates and/or at the request of the Resident.

4. Furnishings

The Institution agrees to provide the Resident with the following room furniture and furnishings: One (1) single bed, one (1) mattress, one (1) mattress cover, one (1) desk, one (1) desk chair, one (1) study light, drawer space, and closet space. Each room window shall be provided with window coverings.

5. Utilities

- (a) The Institution agrees to provide reasonable amounts of heat, water, electricity, and waste disposal during the contract period. Interruptions of these services for reasons of maintenance, repair, or catastrophe shall not be considered a breach of this contract.
- (b) The Institution agrees to provide local telephone service. Long distance telephone calls must be billed to the individual making the call, by use of a calling card obtained from an independent vendor. Collect calls, third party billing and service enhancements may not be accepted on resident room phones. Voice Mail is included on all resident telephone lines.
- (c) The Institution agrees to provide television service.

6. Sanitation

- (a) The Institution agrees to provide plumbing services and to provide for trash removal from all public areas of each Residence Hall.
- (b) The Institution agrees to provide cleaning services for hallways, common areas, common residential bathrooms, and lounges on a regularly scheduled basis. This does not include the shared bathrooms in the Maclin suites.

7. Repair

The Institution agrees to make all repairs and perform maintenance in the residence hall and Resident rooms through its authorized personnel. Repairs will be made to the room or its furnishing provided by the Institution upon request or in accordance with routine schedules. Repairs needed due to Resident neglect or damage will be charged to the Resident.

8. Room Entry and Inspection

- (a) The Institution affirms its respect for each Resident's right to maximum privacy in his or her room and agrees to make a reasonable effort to give at least 24 hour notice prior to making inspection for damage and/or cleanliness.
- (b) The Institution regards entry for purposes of improvements, maintenance, recovery of university property, and fire and safety, as necessary for the health and general welfare of all Residents. Such entry is agreed to and authorized by the Resident party to this contract.
- (c) In emergencies, Institution personnel may enter Residents room without notice to protect or insure protection of life or property.

9. Rate and Service Changes

- (a) The Institution reserves the right to discontinue facilities provided and services rendered by the Institution not expressly agreed to in its Contract.
- (b) The Institution agrees not to change rates or services rendered by the Institution, except upon 30 days written notice, when the Institution determines that changing conditions warrant such action.

10. Appeals

The Institution agrees that any decision reached by the Director of Residence Life may be appealed. The Housing Appeals Committee, made up of faculty and students, will hear all appeals petitioned through the Director of Residence Life. Complete information on this procedure is available at the Residence Life Office.

11. Liability

The Institution does not assume responsibility for any and all losses to persons or property while in the residence halls by reason of any utility failure, accident, injury, loss, or damage.

IV. Resident Obligations

1. Enrolled Status

The Resident agrees to become and remain enrolled, as a full time student maintaining at minimum 12 credits hours, for the entire period covered by this contract. Furthermore, Resident agrees to notify the Office of Residence Life of any failure or inability to meet this requirement. During Summer Sessions, the Resident must have written permission from the Director of Residence Life or be enrolled in a credit-bearing course.

2. Fees and Payments

- (a) **Housing Deposit.** The Resident agrees to include a \$100 deposit with his/her Housing and Food Service Contract. The deposit will be refunded if you cancel the contract before the proper deadline listed in Section V b.
- (b) **Damage Charges.** The Resident agrees to pay the amount for which he/she becomes obligated due to damage in the residence halls. Each resident is responsible for any residence hall property missing from their room, or any damage done to their room. All of the residents in a section (floor or module) are financially responsible for their prorated share of damage that occurs in a public area of their section and residence hall, which cannot be attributed to a known individual.
- (c) **Back Fees.** The Resident understands that the Residence Life Office is not able to honor occupancy requests for students who owe the College back fees for any reason. The Resident will not be issued a room key until all such fees are paid in full.
- (d) **Hall Payments.** The Resident agrees to make all necessary residence hall payments by the last day of registration each semester.
- (e) **Failure to Pay.** The Resident agrees that failure to make payments as prescribed does not automatically relieve the Resident from Contract obligations and further understands that nonpayment of fees may result in denial of residence hall accommodations, in cancellation of current enrollment status and denial of subsequent enrollment until amounts are paid.

3. Food Service

- (a) The Resident agrees the room and board package is binding for the entire contract period. The Resident further agrees that exemption from the board plan can be considered only upon delivery of a prescribed menu from a licensed physician. The Resident understands that if the special menu can be provided by the food service that no exemption will be made.
- (b) The Resident agrees that no meals will be served without presentation of a valid student meal card.
- (c) The Resident agrees that the board plan is not transferable.
- (d) The Resident understands that meals are not served when the Institution is not officially in session.
- (e) The Resident will have 2 weeks from the opening of the residence halls in August to change their meal plan preference.

4. Assignments

- (a) The Resident agrees to provide the Institution with the information and preferences requested on the Housing and Food Service Contract for the purpose of hall, room, and roommate assignments.
- (b) The Resident agrees to check into their assigned residence hall by 6 p.m. on the day before the first day of classes each semester. The Resident agrees that failure to check-in by the above mentioned time may result in loss of assignment.
- (c) If a vacancy occurs in the assigned room, the remaining Resident(s) in that room agree to accept a new occupant to the existing vacancy.
- (d) The Resident agrees that no changes of assignment may be made until the second week of classes.
- (e) The Resident agrees to follow procedures available from each Residence Hall Office when requesting an assignment change.
- (f) The Resident agrees that should a vacancy occur in his/her assigned room after all students are housed, that he or she has the following options:
 - (1) Remain in the room as a single and pay the single room rate pro-rated for the remainder of the semester. (Hirise rooms with less than 2 students may pay the pro-rated 2 person Hirise cost.)
 - (2) Find another student to move into the vacancy
 - (3) Move into a vacancy in another room with a new roommate
 - (4) Allow the Residence Hall Director to either reassign another student to the room or reassign the Resident to another room.

5. Care of Facilities

- (a) The Resident agrees to be directly and financially responsible for keeping the assigned room and its furnishings clean and free from damage, to cooperate with roommates in the common protection of property and in maintenance of the living space, and to advise the Institution of any deteriorated conditions of the room or its furnishings.
- (b) The Resident agrees not to modify or cause to allow a modification of the room or other parts of the building except as authorized in writing, in advance, by the Director of Residence Life.
- (c) The Resident agrees to obtain advance written permission from the Residence Hall Director for painting of assigned space.
- (d) The Resident agrees to pay charges, when assessed, for room damages or cleaning due to misuse of facilities for which the Resident is responsible or the equal share to all occupants of an area, including common areas, when those responsible fail to assume responsibility for the charges.
- (e) The Resident agrees to be responsible for the key to the room assigned, not to have the key duplicated, and not to loan or transfer the use of the key.

(f) The Resident agrees to report the loss of the assigned room key and to pay the charges for changing all lock cores affected by the loss of the key. This includes failure to surrender the assigned key upon checkout at any recess period.

6. Behavior and Conduct

(a) The Resident agrees to become aware of, and observe, all published rules and regulations affecting his/her status with the Institution. Specifically included, by reference herein, are the conditions of this Contract, the Tech Student Handbook (Bear Facts), the Statement of Student Rights and Responsibilities, the Code of Conduct, and the Tech Catalog.

(b) The Resident agrees to conduct himself or herself in such a manner as to allow others the quiet enjoyment of the Residence Halls.

(c) The Resident agrees to respect the rights of those living around him/her.

(d) The Resident agrees that occupancy of the assigned room is limited to residents assigned to that room, that the room will be used only as living space, and that the space will not be loaned to or occupied by nonresidents.

(e) The Resident agrees that commercial use of any part of the residence halls facilities and solicitation anywhere on the premises by residents living therein, or by any other persons, is prohibited, except as authorized, in writing, by the Director of Residence Life.

7. Breach of Contract

(a) The Resident agrees that breach of contract exists when it is determined that violation of provisions of this Contract or of rules and regulations of the Institution has occurred.

(b) The Resident agrees that the Institution, subsequent to due process, reserves the right to reassign or remove residents from the Residence Halls who have exhibited, by their behavior, disregard for the residential community, the specific living environment, the terms and conditions of this Contract, or Institution rules and regulations.

V. Mutual Obligations

1. Contract Cancellation and Termination

(a) The parties agree that this contract may be cancelled when written notice is given to the Department of Residence Life that one or more of the following conditions exist:

- (1) academic suspension or dismissal
- (2) withdrawal from the Institution
- (3) non-attendance at the Institution
- (4) special Institution programs such as student teaching, off-campus and out of reasonable driving distance (20 miles) for at least one half of one semester.
- (5) marriage

(b) Residents who meet the qualifications to live off campus or are otherwise not required to live in the residence halls may cancel this Contract by the following dates:

- (1) August 1st for the fall semester
- (2) November 20th for the spring semester
- (3) May 1st for the summer semester

(c) Written notice of cancellations must be made to the Department of Residence Life. Notification by other means or to other Institution offices may not constitute cancellation and may not be accepted.

(d) After the cancellation dates, the Resident is obligated to observe this Contract. Release from contract may be obtained only by petitioning the Director of Residence Life and/or subsequent hearing by the Housing Appeals Committee, and payment of specified penalties.

(e) The Resident agrees that the Institution may terminate this Contract for breach of contract or upon recommendation of the appropriate judicial body of the Institution and take possession of the assigned space within 72 hours after the resident has been notified that the Contract has been terminated.

2. Refunds

(a) In the event the Resident accepts the key to the assigned residence hall space, the Resident will be billed for the entire semester. Any refunds will be made in the following manner, if the Resident meets the cancellation qualifications, and officially checks out:

- (1) 25% forfeit of full room fees through the 7th day of each semester (including weekends). Note: the first day of the semester shall be defined as the first day of registration.
- (2) 50% forfeit of full room fees from the 8th through the 24th day of each semester (including weekends).
- (3) 75% forfeit of full room fees from the 25th day through the 50th day of each semester (including weekends).
- (4) No refund of residence hall room fees will be made from the 51st day (including weekends) to the end of the semester.

(b) Board fees will be refunded with a weekly prorated basis computed on date of official check out.

(c) Disciplinary termination of this contract may result in forfeit of the remaining prepaid fees.