



**WEST VIRGINIA STATE UNIVERSITY
2024-2025 HOUSING CONTRACTUAL AGREEMENT**

This Contract is made between West Virginia State University (“the University”), the undersigned student, and the Student’s parent(s) or guardian(s) (the student and the parent(s) and/or guardian(s) being collectively referred to as “Obligors.”). The University grants to the Student a revocable license to live in University housing, subject to the following terms and conditions of this Contract:

Please be advised housing assignments are not guaranteed until all fees are paid-in-full. Fees are due for Fall 2024 on or before August 1st. Spring 2025, fees are due according to the academic calendar.

1. **ASSIGNMENT OF SPACE.** The Student must be registered full-time at WVSU, must maintain a 2.0 grade point average, and make appropriate payment arrangements with the University. The University will furnish the Student with space in a residence hall which includes a bed in a bedroom together with a bathroom (the “Unit”) to be used in common with other residents of the living unit.
2. **TERM.** The term of the occupancy of this Unit is from August 14, 2024 (for new freshmen and new transfer students) or August 19, 2024 (for all other students) until May 10, 2025 (“the Academic Year”), subject to the provisions of paragraph 15.1. **The student promises to vacate the Unit during the designated break periods: December 14th, 2024, by 6:00 p.m. until January 10th, 2025, at noon.** At the completion of the last final exam at the end of each semester or upon any sooner cancellation of the Contract, the Student promises to promptly vacate the Unit returning all keys, removing all personal items and leaving the unit in a condition, ready for the next occupant. Students should vacate no later than May 10th, 2025, at 5:00 p.m. Notwithstanding the foregoing, the University has sole and absolute discretion to require the Student to vacate a Unit or to otherwise suspend or disrupt the University’s campus housing and food services, without liability for any loss, expense, damage of any kind, if in the interests of the health and safety of students or because of circumstances that arise from, relate to, or may be necessitated by a public health crisis, order of civil authority, natural disaster, or other events beyond the control of University.
3. **HOUSING RESERVATION FEE.** The Student Occupants promise to pay Two-hundred dollars (\$200) prior to occupancy of the Unit, payable to WVSU through the Office of Student Accounts. The housing reservation fee is due each Academic year and is non-refundable.
4. **USE.** The Unit may be used solely as a residence for the Student and for no other purpose whatsoever. The Student must use the unit in a safe manner and may not:
 1. maintain or permit a nuisance to be maintained in the Unit;
 2. make physical alterations, additions or changes to Unit;
 3. use the unit in any unlawful manner;
 4. use the Unit in a manner that is dangerous to life, limb, or property;
 5. use the unit in a manner that interferes with the safety, study, sleep, or comfort of any resident, tenant, neighbor; or
 6. use the Unit in a manner that negatively impacts the standing or reputation of the University.The Student promises to use the Unit in accordance with, and to comply with, the University’s Housing Guidelines, as they currently exist and as they may be changed from time to time by the University in its sole discretion without prior notice.
5. **ASSIGNMENT AND SUBLICENSING.** This Contract is not assignable, transferable, or subject to sublicensing by the Student Occupants. The Student may not allow any person who has not received prior written approval by the Office of Housing and Residence Life to reside or use the Unit as a sleeping facility. This Contract, and the rights, licenses, and obligations hereunder, may be



transferred and/or assigned by the University, without the further consent of the Student Occupants, to any of the University's successors and assigns, and the Student Occupants shall continue to owe such successors and assigns compliance with and satisfaction of all obligations described in this Contract. The Student Occupants may not assign this Contract or any right or license hereunder. Guests may not enter a unit without the permission of the roommate.

6. **CONDITION AND CARE OF UNIT AND CONTENTS.**

1. The Unit will be made available to the student in a clean and satisfactory condition containing the personal property ("Contents") listed on the Room Condition Form provided at check-in. All Contents are the University's property, not the property of the Student, and may not be removed from the Unit. The Student, within two (2) days after occupancy, must provide the Office of Housing and Residence Life with a written list of any existing damage to the Unit or its Contents. If the Student does not submit a list of damages within the 2-day time period, the Unit and its contents will be deemed to have been received by the Student complete and free from damage.
2. The Student must keep the Unit and the Contents clean and must take good care of and not damage or permit the damage of the Unit or its Contents. The Student also must not damage or permit the damage of any corridors, stairwells, laundry rooms, elevators, parking lots, or common areas in the residence halls. The Student shall be responsible for the conduct of guests and invitees. Students must complete and sign Roommate Agreement forms within the first two weeks of moving in.
3. The Student may not make alterations or additions to the Unit of any kind. Furniture, doors, etc. must remain upright and intact.
4. The University is responsible for all repairs to the Unit unless they are required as a result of the act or omission of the Student or any guest or invitee of the Student. In that case, the Student Occupants are responsible for and will be charged for the cost of repairing and damage to the Unit and its Contents caused or permitted by any act or omission of the Student or any guest or invitee of the Student, including removal of any trash. All such repairs will be performed by the University or its designated agents or contractors; no other entity or person may perform repairs or otherwise engage in construction activity on the Unit. Charges for damages to common areas may be prorated among all students having access to those areas, unless the responsible party is identified to the University's satisfaction. All charges for damages must be paid within thirty (30) days of notice from the University. Transcripts and diplomas will be withheld until full payment has been made by the Student.
7. **UNIVERSITY'S RIGHT OF ENTRY.** The Student Occupants consent and agree that the University, and its agents, servants, and employees, may enter the Unit at any time and may inspect the Unit and all Contents thereof and property therein, for emergencies, for maintenance and repairs, for inventory purposes, to protect the health and safety of students, occupants or University employees or agents, inspections, and to enforce and ensure the enforcement of the University's rules and regulations and policies.
8. **UTILITIES.** The University will furnish furniture, electricity, water/sewer, HVAC, basic cable television service/internet service connection for the Unit during the term of occupancy. If any of these utilities are interrupted, the University will use reasonable efforts to restore them as quickly as reasonably possible; however, the University is not liable for the interruption.
9. **DINING.** All residential students must have a valid dining plan with the campus provider.
10. **INSURANCE.** The University shall not be liable directly or indirectly for loss or damage to personal belongings or other property by fire, theft, or other causes. The University does not provide any insurance for the Student's personal belongings or other property at the Unit, nor for the Student's liability to others. The Student is strongly encouraged to procure and maintain renter's insurance or other appropriate insurance, covering the Student's personal property from loss or damage and covering the Student for liability.



11. **FIRE SAFETY.** All residents must evacuate the building at the sound of the fire alarm. Any resident tampering with any smoke detector, fire alarm, or fire extinguisher, or failing to comply with state or local fire regulations in any way, including, but not limited to, failing to exit a building in a timely manner during a fire alarm, is subject to removal from housing and/or judicial action.

12. LIABILITY.

1. The Student Occupants shall defend, indemnify, and save the University, its agents, employees, and trustees harmless from and against all liabilities, obligations, damages, penalties, claims, costs, charges, and expenses, including, but not limited to, reasonable attorneys' fees and costs, which may be imposed upon, incurred by, or asserted against University, its agents, servants, trustees, and employees, as a result of or arising out of any act or omission of the Student or any guest or invitee of the Student.

2. The University will not be liable for the loss of or damage to, any property entrusted or provided to any of the employees, agents, or servants of the University without the University's prior written consent to be so obligated, or for loss or damage to any property of the Student within the Unit or grounds from any cause whatsoever. The University shall not be liable for any personal loss, injury, illness or damage incurred by the Student or its guests or invitees from any acts or omissions of any person or entity, and any other causes beyond the University's control, and the Student Occupants release and waive all possible claims against the University and its agents, servants, trustees, and employees relating in any way to civil, criminal or other acts or omissions of third persons.

13. **ROOM CONSOLIDATION.** The University may consolidate rooms to fill capacity when vacancies occur and may move students to another room when such consolidations become necessary. Students who have not contracted for a designated single occupancy, do not have a roommate/suitemate, and have been requested to consolidate may either select another roommate/suitemate, have another roommate/suitemate assigned by the University, or change rooms or change to a designated single occupancy room. Any room changes must be approved by the Director of Housing and Residence Life and be completed within three days. Students will be notified to consolidate via WVSU email.

14. **RULES AND REGULATIONS.** The Student Occupants acknowledge having access to the University's Guidelines and Policies for Student Housing and Student Handbook. The Student must comply with the University's Guidelines and Policies for Student Housing and Student Handbook, and with any other rules and regulations of the University, as such Guidelines, Handbook, policies and procedures, and rules and regulations currently existing and as they may be changed from time to time by the University in its sole discretion without prior notice.

15. CANCELLATION.

15.1 The University may cancel this Contract before the end of the academic year without any liability whatsoever to the Student or to the Student's parent or guardian, and the Student there upon shall immediately vacate the Unit, if the Student:

1. fails to pay any amounts due to the University in connection with this Contract within seven (7) business days after notice from the University of the default;
2. does not correct any other violation of this Contract within three (3) business days after notice from the University;
3. receives two (2) written notices of any violation of this Contract, whether or not cured, during the Academic Year;
4. is suspended or dismissed from the University for academic or disciplinary reasons, or otherwise ceases to be a student at the University;
5. commits, causes, or encourages the commission of, any act which, in the sole and absolute discretion and determination of the University, threatens the life, health or safety of themselves or any other occupant in the residence hall(s).
6. damages or threatens to damage the Unit, its Contents or the residence hall(s);



7. commits, or causes the commission of, any breach or default of this Contract which cannot be cured;
8. commits, causes, or encourages the commission of, or threatens to commit any act which, in the sole and absolute discretion and determination of the University, demonstrates the Student's unfitness to occupy a Unit in the residence hall(s); or
9. abandons the Unit.

15.2 If Student desires to cancel this Contract, the Student must request permission from the Office of Housing and Residence Life. Requests for cancellation received by the Office of Housing and Residence Life at least 60 days before the start of the Academic Year will automatically be granted. Requests for cancellation due to the Student's induction into military service will automatically be granted if the Office of Housing and Residence Life receives written proof of the military induction. Requests for cancellation because the Student has graduated at the end of the Fall semester will be granted upon verification by the Registrar's office. All other requests for cancellation are non-refundable. Requests for cancellation due to a medical condition, illness or injury of a nature that prevents the Student from continuing the Student's studies will be reviewed if the Office of Housing and Residence Life receives written proof of the medical condition, illness, or injury. If the cancellation of this Contract is approved by the University under this paragraph 15.2, the consideration will be prorated to the date the Student vacates the Unit or the date of cancellation, whichever is later. The Student Occupants remain responsible, however, for any obligations arising up until and including that date.

16. **SPECIAL ACCOMMODATIONS REQUEST:** Students must request special housing accommodations before the University will attempt to satisfy any such accommodation. Those accommodations can be made through the Office of Disability & Accessibility Resources. If the University is not able to provide requested accommodation, the student will be notified and they have the right to cancel this contract without penalty.
17. **LICENSE.** This Contract is only a license to use space and does not constitute a lease.
18. **ENTIRE AGREEMENT.** This contract contains the entire agreement between the Student Occupants and the University, regarding the subject matter of this Contract, except as expressly provided herein, and supersedes all prior and contemporaneous understandings and agreements, whether oral or in writing, between the parties regarding the subject matter of this Contract.

Each of the undersigned states and affirms that they have read and understand this 2024-2025 Housing Contractual Agreement and agrees to be bound by its terms.

CONTRACT DENIAL

A residence hall contract may be denied a student or terminated with subsequent financial penalties by the WVSU Housing and Residence Life based on the student's past record of violation(s) of the residence hall contract(s). Students residing on a residence hall floor which, in the judgment of the University, has exhibited a pattern of damage and/or other disciplinary problems may not be eligible to return to the residence halls for the next semester or academic year. The University reserves the right to determine that the past behavior and/or criminal record of any student (including being found delinquent by a juvenile court) is such that the interests of the University, the student him/herself, and/or other students, would best be served by alteration or cancellation of a Residence Hall Contract. If Housing and Residence Life becomes aware that a student has a record of criminal conviction(s), falsification of records or other actions indicating behavior(s) that could pose a risk to person or property and/or could be injurious or disruptive to the residence hall community, the University may not accept or may cancel and terminate the Residence Hall Contract. If the contract is so cancelled, the student shall be entitled to a full prorated refund of room and board fees as of the date the room is vacated.