



## **RESIDENCE HALL AGREEMENT**

### **2022-2023 ACADEMIC YEAR**

This Residence Hall Agreement (“Agreement”) and the following terms and conditions are legally binding for the entire 2022-2023 academic year and should be read thoroughly. By accepting these terms and conditions, the student, or if the student is under the age of eighteen (18), the student’s parent or legal guardian (collectively referred to as “Resident”), agrees to the terms and conditions as stated in this Agreement.

#### **1. ELIGIBILITY.**

- a. Any student who is accepted at Fairmont State University may enter into this Agreement, subject to room availability.
- b. This Agreement may not be transferred or assigned.
- c. All students are required live on campus for four (4) consecutive semesters, unless a new student is approved thirty (30) days prior to the beginning of the first day of classes each semester, or a current student applies for release for one of the following exemptions:
  - i. The student lives with a parent or legal guardian within a fifty (50) mile driving distance of the Fairmont State University Main Campus;
  - ii. The student is over the age of twenty-one (21);
  - iii. The student is married; or
  - iv. The student is the custodial parent of a dependent child.
- d. Requests for exemption must be submitted by completing an Exemption Application thirty (30) days prior to the first day of classes each semester. Requests for exemption will not be considered less than 30 days before the first day of classes.
- e. Release requests can be submitted by completion of an online form, found at [fairmontstate.edu/forms/contract-release-request](http://fairmontstate.edu/forms/contract-release-request). Requests must be submitted with supporting documentation. Requests with no supporting documentation will be denied immediately. Requests are reviewed by a committee twice per month.
- f. If a student is not enrolled full-time (i.e. twelve (12) credit hours per semester), the student may be subject to removal at the discretion of the Office of Housing and Residence Life. However, dropping to part-time status does NOT exempt students from living on campus and adhering to the requirement of living on campus for four (4) consecutive semesters.
- g. Cohabitation by romantic partners is not permitted.

#### **2. LEASE TERM.**

- a. The term of this Agreement is for one (1) academic year, beginning on August 5, 2022, and ending on April 29, 2023. This Agreement is binding for the entire academic year.
- b. This Agreement cannot be terminated or cancelled, except as set forth in Section 13 of this Agreement.



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- c. An additional fee will be assessed and a separate agreement will be required for housing provided outside of the regular Agreement period.
- d. Failure to claim a key does not release Resident from this Agreement.
- e. Resident agrees that this Agreement does not create a landlord-tenant relationship or otherwise grant to Resident any interest in real property.

### 3. FEES.

- a. Resident must pay Fairmont State University Residence Hall and Dining Fees for the 2022-2023 academic year in full prior to the completion of each academic term, as invoices for payment are per term.
- b. An advance Housing deposit of two hundred dollars (\$200.00) is required to reserve a space in the Residence Halls. The Housing deposit is required upon Resident's initial filing of the Housing application and will roll over to the next academic term, minus any charges for damages.
- c. Resident's failure to pay all fees due will result in an administrative financial hold being placed on Resident's student account, during which time transcripts and/or semester grades will not be released, and Resident will be prevented from registering for subsequent semesters until payment has been made.
- d. Resident may be removed from the Residence Hall for non-payment.

### 4. REFUNDS.

- a. Resident shall remain liable for all charges assessed during the term of this Agreement.
- b. If Resident voluntarily or arbitrarily breaks one of the terms of conditions set forth in this Agreement, or at any time moves out of the Residence Hall without proper authorization, all Residence Hall and Dining Fees will still be due and no refunds will be made.
- c. A Resident removed for disciplinary reasons will be held accountable for 100% of the Residence Hall and Dining Fees.
- d. The Housing deposit will be refunded within thirty (30) days of the Housing staff conducting an inspection of the Residence Hall, minus charges for damages or any outstanding balance on Resident's student account.
- e. If Resident determines that they are no longer planning on attending Fairmont State University, the Office of Housing and Residence Life will refund the Housing deposit if it receives Resident's written notification of intent to cancel the Agreement and forego attendance by May 31, 2022, for the Fall Term or November 30, 2022, for the Spring Term. After this date, deposits are nonrefundable regardless of when the deposit is paid.
- f. If Resident officially withdraws from Fairmont State University and has completed the appropriate forms and procedures, a portion of Resident's Residence Hall and Dining Fees will be refunded in accordance with Fairmont State University's B.O.G. Policy 16. The portion refunded will be based on the date of officially checking out of the residence hall after withdrawal. If there is an outstanding balance on the Resident's



student account for tuition, fees, or other miscellaneous charges, any refund will go to offset these balances.

5. ASSIGNMENTS.

- a. Fairmont State University does not discriminate on the basis of race, sex, age, handicap, veteran status, religion, sexual orientation, color, or national origin in the administration of housing.
- b. During the Housing application process, Resident may provide building preferences for room assignment. The Office of Housing and Residence Life will assign Residents to rooms on a rolling basis based on the date the Housing applications are received. All assignments are made on a space-available basis, and, when possible, in accordance with the preferences that Resident requests.
- c. The Office of Housing and Residence Life reserves the right to consolidate or change housing assignments as necessary to manage Residence Hall occupancy and reserves the right to fill all vacancies. To that end, an assignment to a specific Residence Hall is not guaranteed.
- d. Resident's room reservations may be modified or canceled if Resident is not registered for classes by June 30, 2022, for the Fall Term or December 30, 2022, for the Spring Term.
- e. The Office of Housing and Residence Life reserves the right to administratively move a Resident if that Resident is creating a disruption to the community. The Office of Housing and Residence Life has the authority to change room assignments at its discretion for, but not limited to, the following reasons:
  - i. Any real or perceived health or safety concern;
  - ii. Physical repair or maintenance reasons;
  - iii. Disciplinary reasons caused by the student; or
  - iv. Unresolved incompatibility of roommates.

6. ROOM CHANGES.

- a. Due to the need for the Office of Housing and Residence Life to check room occupancy at the beginning and end of each semester, room change requests are generally not approved during the first two weeks of each semester.
- b. If Resident wants to request a room change, Resident must contact the Office of Housing and Residence Life, who will instruct Resident of the proper procedures. Please note that room change requests made on the basis of race, age, disability, veteran status, religion, sexual orientation, color, or national origin will be denied.
- c. If there are difficulties between roommates that cannot be resolved, it is important that the Residents speak with a Residence Life staff member for assistance. All room changes must be approved by the Office of Housing and Residence Life. Switching rooms without approval is prohibited.

7. DINING AND MEAL PLANS.



- a. Residents living in Bryant Place, Morrow Hall, Pence Hall, Prichard Hall, or University Terrace semi-suites are required to purchase a meal plan.
- b. Residents may choose from a variety of meal plan options and will receive FLEX dollars depending on the meal plan that is chosen. FLEX dollars may be used at any of the dining locations on campus.
- c. Residents may change the chosen meal plan up until 4:00p.m. on the first Friday of each academic semester. Meal plans may not be changed after this time.

8. RULES AND REGULATIONS.

- a. Resident agrees to abide by all Housing and Residence Life policies, rules, and regulations. The following list encompasses some major policies, rules, and regulations that govern Residence Halls:
  - i. Illegal drugs and paraphernalia are not to be consumed, possessed, distributed, or stored.
  - ii. Alcohol is not to be consumed, possessed, distributed, or stored.
  - iii. Firearms, explosives, or other hazardous materials are not to be used, distributed, or stored.
  - iv. Smokeless tobacco, smoking tobacco, or vaping is prohibited.
  - v. Pets may not be on the property or stored. (Assistance Animals must be approved by the Office of Accessibility Services.)
  - vi. Students must adhere to the health and safety policies issued by Fairmont State University.
- b. Failure to abide by these Residence Hall policies and procedures may result in cancellation of this Agreement, removal from the Residence Hall, and forfeiture of all Residence Hall and Dining Fees for the remainder of the academic year. This list is not a comprehensive list of violations. For a more comprehensive list of the rules and regulations, please refer to: <https://www.fairmontstate.edu/GuidetoSuccess>
- c. The Residence Hall policies of Fairmont State University are designed to protect the individual within an environment that promotes personal and academic achievement. Policies, procedures, and guidelines are designed to enhance the learning and living environment.
- d. Minor and major violations of Residence Hall policies will lead to Student Conduct administrative action and may result in disciplinary action against Resident. More severe conduct that could result in a suspension or expulsion from the institution will be referred to the Office of Student Conduct.

9. HEALTH AND SAFETY.

- a. The Office of Housing and Residence Life reserves the right to enter and inspect Residence Hall rooms at any time without notice for the purposes of (1) repairs, maintenance, facility improvements; (2) recovery of University/state/local government-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 reason to believe 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 a reasonable basis for believing that a Fairmont State University policy is being violated.
- b. Rooms may be inspected monthly for compliance with health and safety regulations and will be inspected as part of all break-closing procedures.
  - c. Resident is responsible for the daily care and cleaning of the assigned room and its furnishings, and for maintaining acceptable sanitation and safety conditions. Resident agrees to use all public areas in a mature and responsible manner and to help in assuming safety and cleanliness.
  - d. Fairmont State University Residence Hall staff provides a living experience which complements the academic intent of Fairmont State University.
  - e. Fairmont State University will provide a reasonable amount of light, heat, and hot water. Assigned rooms shall be furnished by Fairmont State University with a bed, mattress, drawer space, desk, chair, and closet space.
  - f. Residents must cooperate with all safety measures mandated by Fairmont State University and the Office of Housing and Residence Life, including but not limited to, wearing personal protective equipment and maintaining appropriate social distancing where required by Fairmont State University.

10. LIABILITY AND DAMAGES.

- a. Fairmont State University, its employees, officers, and agents shall not be responsible for any lost, damaged, or stolen items that belong to the student.
- b. It is required that Resident obtain renter's insurance through the application process or an insurance agent of Resident's choosing.
- c. Fairmont State University shall not be liable or responsible for any injuries incurred on the premises by Residents, their guests, or visitors.
- d. Resident is expected to reasonably maintain the assigned room relative to order, cleanliness, and safety. Resident is responsible for all personal damages, including but not limited to broken glass, doors, overflow of water due to clogged plumbing, holes in walls, fire damage, and damage to appliances. Resident will be held financially accountable for the repair or replacement cost of any damage to the assigned room, the furnishings therein, or to any Fairmont State University property. When two or more Residents occupy the same room and responsibility cannot be ascertained, the damage charge will be assessed equally among the Residents.
- e. Resident agrees not to modify or allow modifications of the permanent structure of the room or other parts of the building.
- f. 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.
- g. Resident agrees not to duplicate the room key, and if the key is lost (or duplicated) to immediately notify a Residence Life Staff Member. Resident shall be responsible for charges associated with key and lock core replacement.



- h. No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from the following force majeure events: (a) acts of God; (b) flood, fire, earthquake, explosion, epidemic, or pandemic; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) action by any governmental authority; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns or other industrial disturbances; (h) shortage of adequate power or transportation facilities; and (i) other similar events beyond the reasonable control of the party impacted by the force majeure event.

11. MOVE-IN AND MOVE-OUT.

- a. Residence Halls will open each academic semester according to the schedule listed on the Office of Housing and Residence Life Calendar.
- b. Resident will not be given access to the Residence Halls prior to the scheduled opening.
- c. Resident is required to vacate and remove all personal belongings from their assigned room at the end of each academic year. This is expected to be completed within twenty-four (24) hours of Resident's last examination or withdrawal from Fairmont State University, or upon cancellation of this Agreement.
- d. Residents moving out of the Residence Halls must check out with the Resident Assistant on duty, complete the appropriate documentation, and turn in any keys. Failure to personally return keys will result in a fee of one hundred seventy-five dollars (\$175.00), or one hundred twenty-five dollars (\$125.00) for a room key and twenty-five dollars (\$25.00) for a mailbox key.
- e. Resident shall vacate the assigned room within twenty-four (24) hours upon either the loss of status as an enrolled Fairmont State University student or cancellation of the Agreement by the University due to Resident's failure to abide by the terms and conditions of this Agreement.
- f. Residents who vacate the Residence Halls are not exempt from housing and room charges if they remain enrolled. Residents will be billed for the term until they have officially withdrawn through the Office of the University Registrar and returned their keys.

12. HOLIDAY AND SEMESTER BREAK HOUSING.

- a. Students who enter into this Agreement are not permitted to stay in the Residence Halls during University Breaks. However, students who enter into an Extended Lease Agreement are permitted to stay through all University Breaks.
- b. The Office of Housing and Residence Life can house Residents that have entered into this Agreement over University breaks depending on availability of occupancy. There is no guarantee for University Break Housing. Charges will be applied to the Resident's



student account on a pro-rated daily basis for University Break Housing in accordance with current room rates.

**13. CANCELLATION.**

- a. This Agreement may be cancelled and the Housing deposit partially refunded if Resident provides a letter of cancellation on or before May 31, 2022, for the Fall Term and November 30, 2022, for the Spring Term. The letter of cancellation must be submitted in writing to the Office of Housing and Residence Life ([reslife@fairmontstate.edu](mailto:reslife@fairmontstate.edu)).
- b. If a letter of cancellation is submitted to the Office of Housing and Residence Life after the deadlines described in Section 14(a), the Housing deposit will be forfeited and full room and board charges will be assessed to the Resident's student account.
- c. Failure of Resident to check into their assigned room does not constitute a cancellation of this Agreement.
- d. Resident will be held financially responsible for the Agreement, unless Fairmont State University determines, in the best interest of the Resident or Fairmont State University, to cancel this obligation.
- e. Fairmont State University reserves the right to deny on-campus housing or cancel this Agreement for any real or perceived health or safety concern, when a housing assignment would unreasonably interfere with the rights of others, or when an assignment adversely affects or interferes with the educational or orderly operation of Fairmont State University, its mission, or its objectives. All decisions will be made on a case-by-case basis.
- f. Fairmont State University reserves the right to cancel this Agreement and remove Resident from on-campus housing if Resident fails to observe and abide by all rules and regulations of Fairmont State University and the terms and conditions of this Agreement.
- g. Fairmont State University reserves the right to use Resident's disciplinary status as a factor in providing or cancelling on-campus housing.

**Resident agrees to pay all fees specified, to observe all rules and regulations of Fairmont State University, and to abide by the terms and conditions of this Agreement. Failure to fulfill the terms of this Agreement may lead to cancellation of this Agreement, Resident's removal from University-owned housing, and review of the Resident's status as a student at Fairmont State University.**