



## **ON CAMPUS HOUSING AGREEMENT** **2023-2024 Academic Year**

### **PREAMBLE:**

Living on-campus at Bluefield State University is a privilege and should be treated as such. Expectations of community living include, but are not limited to, sharing and negotiating the use of space with others, treating others with respect, communicating with roommates, suitemates, or housemates as well as floor-mates, compliance with campus rules and policies, and cooperating with Housing & Residence Life staff. Residents who violate community living expectations will be referred to the Office of Housing & Residence Life for further action. All residents must accept responsibility for creating an environment that promotes individual growth and builds community through the safe and respectful exchange of diverse thought, opinion, and feeling. Unfortunately, a few student residents may abuse the freedom inherent in such an environment. Residents who breach the trust that has been extended to them by the University community shall be held accountable for their actions. In cases where the Student Code of Conduct/Housing Agreement may not apply, Housing & Residence Life will still consider appropriate educational remedies.

Residence Halls at Bluefield State University are operated by Bluefield State University.

### **GENERAL TERMS**

1. This agreement must be fully completed to be valid.
2. This agreement is for all terms as a residential student at Bluefield State University unless terminated by the University for breach of the terms and conditions stated herein.
3. This agreement may also be affected by sanctions imposed upon the resident for violation of regulations of Bluefield State University.
4. The delivery of this agreement by the University to the student constitutes an offer of housing accommodations, within the limits of available, on-campus, residential housing, and the signing of this agreement by the student and/or his or her parent or guardian constitutes an acceptance of this agreement. If on-campus residential housing is not available, the Office of Housing & Residence Life will make notifications of other arrangements, if applicable.

### **PARTIES:**

This agreement is made by, and between, the University and the student (referred to as the resident). The University and the resident, in consideration of the terms and conditions stated in this document, do hereby agree to abide by this agreement.

### **TERMS AND CONDITIONS OF RESIDENCE HALL LIVING:**

All full-time (12+ credit hours) first-year residents are required to live on campus, space permitting, except students who are 21 years of age or older at the time of enrollment, students who live within a 60-mile commuting radius from the main campus residing with their parent/guardian, students who are married, students who are veterans or currently in reserve status or the National Guard with one or more years of active service, students who have a dependent child of whom they have legal custody, or students with disabilities who cannot be accommodated within one of the campus residence halls. Part-time students taking fewer than 12 credit hours are not permitted to live on campus without approval from the Office

of the Dean of Students. The University reserves the right to deny campus housing to any student for just cause as determined by the Office of Housing & Residence Life in consultation with the Dean of Students.

**PERSONAL PROPERTY:**

The University shall assume no responsibility for any and all claims arising from personal injury or for the loss, damage, or theft of personal property belonging to or in the custody of the student(s) for any cause whatsoever, whether such losses occur in student rooms, public areas or elsewhere in or around university owned or operated housing. The student is encouraged to carry appropriate insurance for protection against such losses.

**INDEMNIFICATION**

The resident shall indemnify and hold harmless the University its agents and employees, for any claims arising from personal injury or for the loss damage or theft of personal property belonging to or in the custody of the resident for any cause whatsoever, whether such losses occur in student rooms, public areas or elsewhere in or around university owned or operated housing.

**ON-CAMPUS RESIDENCY REQUIREMENTS:**

This agreement constitutes acceptance of all housing regulations and standards of Bluefield State University. It is the obligation of the student to become familiar with and comply with these regulations as contained in the Bluefield State University Student Handbook. Particular note is made of the following:

**HOUSING PROCEDURES & REGULATIONS:**

- A. Housing charges are non-refundable once you begin attending classes.
- B. Residents are expected to review the Student Handbook in full and adhere to all University and Housing & Residence Life policies and guidelines. Residents must also respect the rights and property of other members of the University community, and to engage in behavior that is consistent with the mission of the institution. Theft, destruction of property, vandalism, creating a fire hazard, or creating a concern for the safety for others will not be tolerated.
- C. All residents must submit record of immunizations to the University. All immunizations must be current.
- D. Rooms in residence halls are rented only for those periods of time when the University is in regular session. Summer school housing is only provided for times when summer school is in session. Residents may not stay in the residence halls during Thanksgiving, Winter, Spring Breaks or other breaks during which the Residence Halls close (as indicated by the official Academic Calendar and communicated via email); the time period between hall closing at the end of the spring term and the start of summer term; or the period between hall closing at the end of summer term and the start of fall term. Student's belongings must be removed from all residence hall rooms at the end of each spring term and at the end of each summer session, or upon the termination of this contract. At the end of each term, residents must vacate housing 24 hours after their last exam. When moving out of campus housing, residents must meet with a Residence Life Staff member to complete the Room Condition Form (RCF) and turn in their key and ID access card. Failure to do so will result in a fine of \$25.00 for improper checkout, waiver of right to question possible damage charges, and may result in key replacement charges.
- E. A charge of \$25.00 per day may be assessed for those residents staying in the halls after the closing of the residence hall(s), or returning before opening of the residence hall(s) without prior written permission from the Office of Housing & Residence Life.

- F. **RIGHT OF ENTRY:** Room inspections by designated personnel are made regularly and may be made at any time to ensure compliance with university policies, the Student Code of Conduct, and residence life and fire safety guidelines. Residents need not be present during room inspections. Authorized personnel may also search residence hall rooms when there is reasonable belief that a student is using the room for a purpose that is illegal or in violation of university policies. Unauthorized or illegal items found during an inspection or search will be confiscated by the University and the student adjudicated according to the student conduct process.
- G. Individual rooms must be maintained in a safe, hygienic, and sanitary manner.
- H. All residents are issued a room key and an ID access card. A fee will be charged for keys and ID access cards that are lost. All keys/ID access cards remain the property of the University and are not to be duplicated, loaned, or given away. Lost or stolen keys are to be reported immediately to the Office of Housing & Residence Life.
- I. The occupants of each residence hall room are responsible for all activities taking place in their room, whether they are present or not. They are also responsible for any items found in the room, whether they are present or not. Also, a student who is a guest in another room is responsible for the items present and activities that occur in the room where they are present.
- J. Students may not change rooms during the first three weeks of the fall or spring semester. The Office of Housing & Residence Life must approve all room changes in advance. Room changes are allowed only in the two-week period following the first three weeks of each semester. Unauthorized room changes are subject to a fine of \$50. Bluefield State University reserves the right to make changes in room assignments at any time during the year when necessary.
- K. If there is only one occupant in a double room, the University may move individuals together at any time in order to make better use of the spaces available.
- L. The housing agreement is terminated when an individual:
  - i. Officially withdraws from the University during the academic term;
  - ii. Does not enroll in the University for the subsequent academic term;
  - iii. Is granted an exemption by the Office of Housing & Residence Life;
  - iv. Is removed from housing for good reason in the judgment of university officials;
  - v. Is suspended or expelled from the University;
  - vi. Fails to abide by the terms of this contract or the policies as listed in the Bluefield State University Student Handbook.
- M. Residents requiring or requesting specific accommodations, whether physical, mental, or emotional, must contact the Bluefield State University Academic Success Center (ASC) at 304.327.4095. ASC will provide all necessary forms and instructions for filing a request. ASC in conjunction with Housing & Residence Life will review all requests for accommodations.
- N. As a condition of on-campus residency, all residents are required to attend predetermined floor meetings. These meetings are designed to help set community standards, which enhance the university experience of all student residents.
- O. Under the *Higher Education Opportunity Act of 2008, Section 488* you have the opportunity to provide a confidential missing person's contact to be notified if you are determined to be missing as outlined by the University's Missing Student policy available in the *Student Handbook*. If you are under 18, and not emancipated, your parents or guardians will be notified as well. All residents are required to list at least one person as an emergency contact in case of emergencies.

**RESIDENCE HALL RATES:** You agree to pay the following sums to the University as follows:

Triple Occupancy	\$4,000.00 annually or \$2,000.00 per Fall and Spring Semester
Double Occupancy	\$5,400.00 annually or \$2,700.00 per Fall and Spring Semester
Single Occupancy	\$8,000.00 annually or \$4,000.00 per Fall and Spring Semester (as available)

Meal Plan (all you can eat) \$5,408.00 annually or \$2,704.00 per Fall and Spring Semester

**SECURITY DEPOSIT**

A \$200.00 housing/security deposit is required at the time of application. This ensures your reservation of a residence hall space on campus. The housing/security deposit will be refunded if a space is not available for you at the commencement of the academic year. Upon possession of a space, the housing/security deposit will be applied towards your total amount owed for the assigned residence hall room.

Failure to turn in a room key or mailbox key will result in a \$25.00 fee per key, in addition to a lock change fee of \$80.00 when deemed necessary for security purposes. Damage costs will result in a bill for the balance, and a “Hold” will be placed by the University on your account until such damage costs are paid in full. You are responsible for ensuring the accuracy of the Room Condition Form (RCF) on both check-in and check-out and will be held accountable for all damages reflected on the RCF.

**DAMAGES (INDIVIDUAL & COMMUNITY):**

Residents must complete and submit a Room Condition Form (RCF) detailing any damages upon moving into their room.

Residents are held accountable for property destruction that occurs in their room and/or in the public areas of their residence hall. Residents may be charged for repair or replacement costs caused by the removal of, or destruction of, property in their residence hall room/suite. Residents are responsible for the actions of their guest(s) and, therefore, could be held responsible for any damages incurred.

The student or students responsible for intentional damage resulting from abuse of facilities, negligence, reckless behavior, or means other than those attributed to normal deterioration, will be expected to assume the cost of repair or replacement. If the responsible individual or individuals are unknown, then the occupants of the residence hall room/suite will be expected to assume the cost of the repair or replacement. Community damage will be divided among the residents and assessed to each individual student account at the end of the academic year or when the student leaves the residence hall room/suite. Community damage charges are not subject to appeal.

(Accidental) – A student may not be assessed a fine for damage if (1) he or she notifies a staff member immediately and (2) he or she accepts responsibility for the cost of the repair.

(Student Room) – Occupants of a room will be held responsible for damage to their room. When two or more residents occupy the same room and individual responsibility for damages to the room/furnishings cannot be determined, the damage charge will be assessed equally among those assigned to the room and/or suite.

**ANIMALS:**

You agree not to bring or feed any cats, dogs, or other animals in or about the assigned residence hall location. In the event you permit an animal to enter the assigned residence hall, you shall be solely responsible for, and you shall reimburse the University an additional license fee for, the cost of any

cleaning, repair or replacement of any part of the assigned residence hall location, as deemed necessary by the University at its sole discretion. Animals used for those with physical impairments or others as approved by the Bluefield State University may be allowed with confirmation of need.

**COMMUNICATION:**

Housing & Residence Life utilizes BLUEFIELDSTATE.EDU email system as its primary source for communicating relevant and important information to its residents. Before checking into your residence hall room, it is your responsibility set up these accounts and check them on a regular basis. Residents will be held accountable for all information communicated by email. Please note: failure to properly set up email accounts, and check them on a regular basis, does not absolve the resident complying with the directives and information that is communicated by this means.

**REQUIREMENT TO VACATE CAMPUS HALLS:**

In the event of a fire alarm, all residents must vacate the facility in a timely and orderly fashion. Residents may not re-enter the residence halls or other campus facility until cleared by emergency personnel and/or Housing & Residence Life staff. Failure to evacuate may result in fines, discipline pursuant to the Student Code of Conduct, or both.

If the University orders the campus to close because of a serious weather event (i.e., tornado, hurricane, flood, snow storm, other natural disaster or other emergency), residents must vacate their rooms until further notice. There will be no abatement for housing or meal plan fees. Residents are encouraged to sign up for Bluefield State University Alerts, and to frequently check their university email for updates.

**ABANDONED PROPERTY POLICY:**

Any personal property that remains in a bedroom or residence hall upon termination of the on-campus housing agreement shall be deemed abandoned and may be disposed of by the University in its sole discretion. The University may, but is not required to, notify the resident and/or the resident's parent or guardian that property has been found in room. Neither the University nor its agents, employees or other personnel, assumes responsibility for any such property at any time, regardless of any course of action taken.

**THIS CORPORATION IS AN EQUAL OPPORTUNITY PROVIDER AND EMPLOYER:**

If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form found online at [http://www.ascr.usda.gov/complaint\\_filing\\_cust.html](http://www.ascr.usda.gov/complaint_filing_cust.html), or at any USDA office, or call 866.632.9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax 202.690.7442 or email at [program.intake@usda.gov](mailto:program.intake@usda.gov).

I understand and agree to honor the Terms and Conditions of Residence Hall Living as stated within this agreement and any additional policies and procedures as listed in the Bluefield State University Student Handbook. I understand that living on campus is a privilege that is retained only by maintaining appropriate behavioral and academic standards. Failure to arrive by the scheduled time on the check-in date or to give prior notification of late arrival can result in the immediate termination of this agreement.

**ACKNOWLEDGEMENT OF STUDENT:**

THIS IS A LEGALLY BINDING AGREEMENT. IT IS UNDERSTOOD AND AGREED THAT YOU ACCEPT AND AGREE TO THE TERMS AND CONDITIONS OF THIS CAMPUS HOUSING AGREEMENT, ALL REQUIREMENTS AND

RULES OF THE UNIVERSITY AND ALSO THAT YOU ARE RESPONSIBLE FOR ADHERENCE TO ALL OTHER POLICIES SPECIFIED IN THE BLUEFIELD STATE UNIVERSITY RESIDENCE LIFE MANUAL AND BLUEFIELD STATE UNIVERSITY STUDENT HANDBOOK. YOUR SIGNATURE ACKNOWLEDGES YOUR AGREEMENT AND INDICATES THAT YOU HAVE REVIEWED THE ON-LINE STUDENT HANDBOOK AND ON-LINE RESIDENCE LIFE MANUAL. IT IS ALSO UNDERSTOOD THAT INFORMATION REGARDING POLICY VIOLATIONS CAN BE SHARED WITH YOUR PARENT AND/OR GUARDIAN. YOU ACKNOWLEDGE AND AGREE THAT YOUR FAILURE TO COMPLY WITH THE TERMS OF THIS CAMPUS HOUSING AGREEMENT MAY SUBJECT YOU TO DISCIPLINARY ACTION ACCORDING TO THE RULES AND REGULATIONS OF THE UNIVERSITY, AS WELL AS REMEDIES OF THE UNIVERSITY REFERENCED HEREIN. BLUEFIELD STATE UNIVERSITY MAY REMOVE YOU FROM THE ASSIGNED RESIDENCE HALL SPACE IF, IN THE JUDGMENT OF THE UNIVERSITY YOU HAVE ENGAGED IN OR THREATENED ACTS OF MISCONDUCT SUCH THAT YOUR CONTINUED PRESENCE IN ON CAMPUS RESIDENCY MAY ENDANGER PUBLIC ORDER, PROPERTY, THREATEN THE PERSONAL SAFETY OR SECURITY OF OTHERS (WHETHER BY ACTS OF PHYSICAL OR VERBAL HARASSMENT OR VIOLENCE OR OTHER MEANS) OR BE SUFFICIENTLY DISRUPTIVE AS TO ADVERSELY AFFECT THE ABILITY OF OTHERS TO PURSUE THEIR EDUCATIONAL GOALS.

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Last Name	First Name	Middle Initial	Student ID Number
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Street Address	Email Address
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City, State, Zip	Date of Birth (mm/dd/yyyy)
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Dean of Students ( <i>signature</i> )	Date	Student Resident ( <i>signature</i> )	Date
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Parent/Guardian (if Student Resident is under 18) ( <i>signature</i> )	Date
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*If you have questions, please contact: Bluefield State University, Office of Housing & Residence Life, 219 Rock Street, Bluefield, WV 24701. Telephone: 304.327.4088. Email: [housing@bluefieldstate.edu](mailto:housing@bluefieldstate.edu)*