

Wolf Village Agreement for 2009-2010

University Housing North Carolina State University

Please read this document carefully.

The student's written or electronic signature on the Housing Application or Housing Application Renewal Processes via the Web binds the student to this Wolf Village Agreement for the entire academic year (fall and spring semesters).

Wolf Village is an apartment community designed to enhance the campus living experience for upper-division and graduate students. As juniors, seniors, and graduate students, the level of maturity, advanced decision-making skills, and number of years on a college campus allow for a more community-based approach to addressing individual behavior and establishing standards for the area. The physical layout of the apartments also lends itself to a more independent lifestyle than traditional residence halls. Wolf Village is open only to NC STATE students as an incident of their enrollment at the University. For these reasons, Wolf Village differs from private landlord-tenant rentals.

COMMUNICATION: University Housing requires that you provide an emergency contact telephone number as part of the Housing Application. University Housing will use your preferred email address to communicate with you. It is your responsibility to check your email at least once a day.

I. General Terms:

- A. University Housing (also referred to as Housing) agrees to furnish to the student a housing space in the Wolf Village Apartments (also referred to as Wolf Village) in accordance with the terms of this Agreement.
- B. Housing reserves the right to modify any provision of this Agreement when necessary, for reasons beyond University control, to efficiently and effectively operate the University Housing program.
- C. The provisions of this Agreement are severable, and in the event that any provision of this Agreement shall be determined to be legally unenforceable, other provisions shall remain in force.

II. Eligibility:

- A. Must be a registered student with a classification of junior, senior, or graduate student at time of move in. Non-traditional and/or transfer students must be 20 years of age or older at the time of move in. Students who do not meet the requirements noted above by time of move in may be reassigned to other on-campus housing.
- B. Undergraduate students must be enrolled for a minimum of nine (9) credit hours and graduate students must be enrolled for a minimum of six (6) credit hours at the beginning of the fall and spring semester. Undergraduate and graduate students who are enrolled for less than the minimum credit hours may live on campus with approval from Housing.
- C. Residents will not be permitted to maintain occupancy in a semester or summer session when not registered for classes without written permission from Housing.

III. Period of Agreement:

- A. Wolf Village operates on an academic year basis. This Agreement is for the entire academic year (fall and spring semesters) or the balance thereof that begins August 15, 2009 and ends on May 15, 2010.
- B. A summer housing option will be available to residents. Information on summer housing will be provided during the spring semester.

IV. Charges and Payments:

- A. The student agrees to pay to the University the costs for the housing space in accordance with the terms of this Agreement. The academic year costs are billed by semester as described below.
- B. The room cost for the fall semester for continuing students is divided into two charges: a partial non-refundable charge and a balance. For new students, a bill will be sent by the University Cashier's Office for the full semester's room charge. The room cost for the spring semester consists of one payment in full. Rates are subject to change annually. Payments should be made in accordance with University Cashier's Office deadlines. Occupancy is defined by issuance of a key to the student for a specified room and does not require actual physical presence by the student and his/her possessions.
- D. **Damage Charges.** The student's signature on an Apartment Condition Report within five (5) days of check-in establishes the acceptance of the condition of the apartment/room and contents at the time of occupancy and, therefore, becomes the standard for the condition of the apartment/room at the termination of occupancy. The resident is liable for the condition of the apartment and room furnishings that are assigned to him/her and shall reimburse Housing for all damage to or loss of these accommodations and furnishings, which is not the result of ordinary wear and tear. Residents of an apartment/floor may also be required to share in the expense of repair or replacement of any property or cleaning in areas commonly used by the residents. Housing will assess charges against the resident and he/she agrees to pay such damages to the University upon demand. Housing shall make determination of the amount of such loss or damage, selection of repair method, and scheduling of repair, at its sole discretion.
- E. Keys, fobs and access cards are the property of the University and must be returned when students move out of their rooms. Failure to return keys, fobs and access cards will result in charges to the students to cover the replacement of said property.

V. Wolf Village Standards:

A guide for Community Living contains the standards that are hereby made a part of this Agreement upon the student's receipt of a housing assignment. The guide is available online at <http://www.ncsu.edu/housing/apartments/wolfvillage/index.php>.

VI. Termination by the Student:

The student may terminate this Agreement by giving notification to University Housing by email, fax or in writing. Appropriate termination charges will be assessed as outlined below. If the student has occupied the assigned room, he/she must follow proper

checkout procedures. Cancellations processed through other University offices are not valid. Students must contact University Housing directly to terminate the Agreement.

- A. Daily charges are calculated by dividing the room cost by the number of days (first day of check-in through last day of check out) per semester.
- B. Residents graduating mid-year will be released from their Agreement at the end of the fall semester without incurring termination charges.
- C. Daily charges will apply for the following groups who cancel the Agreement: academic withdrawals, students who are academically suspended from the University, non-registered students, Co-op, National Student Exchange or International Student Exchange Program participants.
- D. Students evicted from University Housing will be responsible for payment of the entire semester's room rent.
- E. Buyout exception: A student may find another student (not a current resident) to buy out the remainder of the Agreement. The student must meet all eligibility requirements. Contact University Housing to process the buyout option.
- F. Students for the fall who cancel by June 30 are charged two hundred dollars (\$200).
- G. Students for the fall who cancel on or after July 1 through July 31 will be charged 25% of the fall semester rent.
- H. Registered students who cancel on or after August 1 will pay fifty percent (50%) of the price of the Academic Year term (fall and spring semesters) plus daily charges as appropriate.
- I. New incoming students for the spring semester who cancel prior to the first day of check-in will be charged two hundred dollars (\$200).
- J. New incoming students for the spring semester who cancel on or after the first day of check-in will be charged fifty percent (50%) of the price of the spring semester plus appropriate daily charges.
- K. Students moving to Greek Village within thirty days (30) from the first day of classes will be charged two hundred dollars (\$200) plus daily charges for the fall or spring semesters when moving.
- L. Daily charges plus fifty percent (50%) of the price of the remaining Agreement term (fall and spring semesters) will apply when moving to Greek Village after thirty days (30) from the first day of classes each semester.
- M. Moving to Off-Campus Fraternity/Sorority Residence: Daily charges plus fifty percent (50%) of the price of the remaining Agreement term (fall and spring semesters) will apply.
- N. Summer Sessions Only:
 - 1. Students who cancel or do not move into Wolf Village prior to the first day of check-in will be charged one hundred dollars (\$100).
 - 2. Students moving off campus during the session will be charged fifty percent (50%) of the remaining summer session cost plus daily charges.
 - 3. Daily charges are calculated by dividing the room cost by the number of days (first day of check-in through last day of check out) per summer session. Daily charges apply to Co-op, National Student Exchange or International Student Exchange Program participants, non-registered students, official withdrawals and academic suspensions canceling room assignment.

VII. Termination by the University:

- A. Upon appropriate email or written notice, the University reserves the right to terminate this Agreement and take possession of the room at any time for violation of the Agreement, standards outlined in the guide, University Code of Student Conduct, and for reasons of order, health, safety, and discipline, academic deficiency, disciplinary suspension or dismissal, or when the resident exhibits disruptive behavior. Upon resident's default of any other terms of this Agreement, the University shall deliver email or written notice of termination of the resident's occupancy and allow a minimum of twelve (12) hours and a maximum of forty-eight (48) hours to vacate and check-out, unless special written permission has been obtained from the Director of University Housing or a designee. Students will be held financially responsible for any termination charges applied.
- B. The resident will be held responsible for the conduct of anyone he/she invites or permits to enter the grounds or building in all matters affecting this Agreement. Any violation of the provisions of this Agreement by such a person will be attributed to the resident and may be grounds for termination of this Agreement by the University.
- C. University Housing has zero tolerance for illegal drug use in any campus residential facility. Possession of illegal drugs, drug paraphernalia etc., is in direct violation of our residential community standards. Alleged drug violations will normally result in interim eviction and students will be responsible for the room cost during the interim eviction. Any resident found guilty of possessing or using illegal drugs will normally be evicted from University Housing and will be responsible for payment of the entire semester's room rent.

VIII. Assignment and Use of Space:

- A. Right of Occupancy. Housing will provide the student with a space in Wolf Village for his/her occupancy. The student is not being given, however, a right to any specific residence space, building, roommate, or type of accommodation by this Agreement. Subject to availability of space, the University will assign accommodations according to student preferences.
- B. In accordance with state and federal laws, no discrimination in contracting or assignments is made on the basis of race, gender, religion, age, veteran status, color, disability, national origin or ancestry. NC STATE welcomes all persons regardless of sexual orientation.
- C. A room change may not be made without written approval from Housing and is predicated upon the space available, date and time of request, and the grounds and need for the transfer.
- D. Personal Residence. The student is to use and occupy the assigned space exclusively as a personal residence for him/herself and for no other purpose except as may be permitted by the University in advance, in writing. The student will not occupy or reside in any space other than their assigned room except for customary use of the common areas.
- E. Entering a Student Room. The University reserves the right to enter student rooms for the right of inventory, fire protection, sanitation, safety, maintenance, rule enforcement, inspection, improvement or repairs, to evaluate conditions that could affect the health or safety of residents, or controlling the rooms in the event of an epidemic or emergency or for any other purpose in accordance with University policy. The student is not required to be present at the time of inspection or other entries described above. Inspection will occur at least once a semester.

- F. Cleanliness. Resident agrees to keep the premises in a clean and sanitary condition and to turn his/her apartment back to Housing in the same condition, including general cleanliness, as it was at the beginning of the term of occupancy, normal wear and tear excepted.
- G. Housing may move residents for consolidation, disciplinary action, and a facility failure or for other reasons, in response to unforeseen circumstances.

IX. Miscellaneous:

- A. Liability. Although security precautions are taken, the University does not assume any legal obligation to pay for, prevent, or insure against injury to person(s) (including death), or loss or damage to items of personal property by fire, theft or other casualty which occurs in Wolf Village or on its grounds prior to, during, or subsequent to the period of this Agreement. Students are encouraged to carry appropriate insurance to cover such losses.
- B. University reserves the right to make such other rules as may be deemed appropriate or necessary for the safety, care and cleanliness of University property, and for securing the comfort and convenience of all residents.
- C. Conducting a business or sales or fundraising in University Housing facilities is prohibited except as allowed under the University Solicitation regulation <http://www.ncsu.edu/policies/finance/facilities/REG07.25.12.php> .
- D. Housing has the discretion to waive any requirements that the Agreement imposes on students in any case when a student seeks a waiver due to special circumstances. To request an exception, the student should obtain a petition form from University Housing, 1112 Pullen Hall, and complete the same, explaining the nature of and reason(s) for the request. The completed petition should be returned to University Housing. Once the petition is received, it will be investigated and the student will be informed of the decision in writing. Petitions of charges older than one academic year will not be allowed.

University Housing
Raleigh, NC 27695-7315
Phone: (919) 515-2440
Fax: (919) 831-3542
Email: Housing@ncsu.edu
Homepage: <http://www.ncsu.edu/housing/>