

# Residence Hall Agreement for 2009-2010

## University Housing North Carolina State University

Please read this document carefully.

The student's written signature, or electronic signature on the Housing Application or Housing Application Renewal Processes via the Web binds the student to this Residence Hall Agreement for the entire academic year (fall and spring semesters). Copies of this Residence Hall Agreement may be obtained from University Housing or via our homepage at <http://www.ncsu.edu/housing>. A copy of the student's Housing Application may be obtained upon request from University Housing.

**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. **RESIDENTIAL FACILITIES COVERED BY THIS AGREEMENT:** All residence halls are covered by this Agreement. The University Housing (also referred to as Housing) Agreement is inclusive of the academic year and covers both the fall and spring semesters excluding Thanksgiving, winter and spring break housing
- II. **PERIOD OF AGREEMENT:** The Residence Hall Agreement covers the following dates for the fall 2009 semester (August 15 through December 19) and spring 2010 semester (January 8 through May 15), or if entered into after the start of the fall semester, for the remainder of the fall and spring semesters. The residence halls will be closed for Thanksgiving Wednesday November 25 through Saturday, November 28, 2009. The residence halls will be closed during spring break from March 13 through March 21, 2010. A summer housing option is available and information will be provided during the spring semester on summer housing options.
- III. **ELIGIBILITY:** To be eligible for on-campus housing, 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 each semester. Undergraduate and graduate students who are enrolled for less than the minimum credit hours may live on campus with approval from Housing.
- IV. **SEVERABILITY CLAUSE:** 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.
- V. **ASSIGNMENT:** Normal occupancy for the residence halls is two (2) students per room. In case of temporary housing some students may be temporarily assigned to other accommodations on or near NC STATE.

Rooms are to be occupied only by the person(s) properly assigned to them by the Housing office. Room assignments are not transferable, and subletting is not permitted. Room changes are permitted only upon prior written authorization by Housing. Students who make an unauthorized room change will be assessed a \$50 improper room change charge.

Housing may move residents for consolidation, disciplinary action, and a facility failure or for other reasons, in response to unforeseen circumstances.

**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.**

- VI. **ROOM COSTS:** The academic year costs are billed by semester. 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.
- VII. **RESIDENCE HALL FACILITIES AND GUIDELINES:** The facilities are reserved for the exclusive use of resident students, invited guests and authorized University personnel. Students are responsible for upholding University rules and Housing guidelines, and will be held responsible for the behavior of their guests.  
  
Conducting a business, sales or fundraising in residential facilities is prohibited except as allowed under the University Solicitation regulation. See Policies, Regulations, and Rules (PRRs) website at <http://www.ncsu.edu/policies/finance/facilities/REG07.25.12.php>.  
  
University Housing guidelines are published on the Housing website at <http://www.ncsu.edu/housing>. Compliance with these guidelines is a condition of this Agreement. Failure to adhere to the written instructions regarding Judicial Board action or to comply with the reasonable directives of University officials acting in the performance of their duties may be deemed a violation of Housing guidelines. Housing may make changes in its guidelines, as deemed necessary, in the interest of health; safety, discipline or educational purposes, and students shall abide by such changes in policies.
- VIII. **MAINTENANCE AND HOUSEKEEPING:** Students are obligated to report any need for repairs to furnishings and equipment. Requests for repairs must be made through Housing. Students are expected to maintain their own rooms and common space in an orderly, safe and sanitary condition.
- IX. **DAMAGE CHARGES:** Charges for loss or damage to communications wiring, physical structure (walls, windows, doors, ceilings, floors, etc.), furnishings or equipment in a student room or suite will be assessed to the student(s) of that room or

suite. Charges for loss or damages to common area furniture, physical structure and equipment not able to be assessed to a particular individual may be charged against the residential unit (floor, suite or building).

- X. KEYS AND ACCESS CARDS:** 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 their replacement (changing of locks room/suite and mailbox).
- XI. RIGHT OF ENTRY:** 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.
- XII. LIABILITY:** The University shall assume no responsibility for the loss, damage or theft of personal property belonging to, or in the custody of the student for any cause whatsoever, whether such losses occur in student rooms, public areas or elsewhere in Housing. Students are encouraged to carry personal property insurance.
- XIII. UTILITIES:** The room charges include all utilities except telephone, cable TV, and ResNet services. Failure of utility services will not render the University liable for inconvenience to students or damage to property, nor reduce room rents, nor relieve students of obligations under the Agreement. Utility services may be reduced or cut off during prolonged vacation periods in the interest of energy conservation or maintenance.
- XIV. TERMINATION OF AGREEMENT BY THE UNIVERSITY:** 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 on the Housing Website, 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.

University Housing may, at its discretion, deny on-campus housing to students who have been charged or convicted with a felony, if it appears that they have a personal history that presents an unacceptable risk to the residence hall community.

All charges will be credited if a decision is made to deny on-campus housing prior to check-in. If a decision is made to deny housing after the student is on campus, the student will pay a daily rate until the room is vacated. All other charges will be credited.

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.

**TERMINATION OF AGREEMENT BY THE STUDENT:** The student may terminate this Agreement by giving written notification to University Housing and will be assessed termination charges as outlined in Section XVII. If the student has occupied the assigned room, he/she must follow proper checkout procedures. 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. Cancellations processed through other University offices are not valid. Students must contact University Housing directly to terminate Housing Agreements.

**XVI. TERMINATION CHARGES:**

Daily charges are calculated by dividing the room cost by the number of days (check-in through last day of exams) per semester

- A.** 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 to live on campus. Contact University Housing to process the buyout option.
- B.** Students evicted from University Housing will be responsible for payment of the entire semester's room rent.
- C.** 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.
- D.** Registered Student Cancellation:
  - 1. Students who cancel by June 30 will be charged two hundred dollars (\$200).
  - 2. Students who cancel on or after July 1 through July 31 will be charged 25% of the fall semester rent.
  - 3. Students who cancel on or after August 1 will be charged fifty percent (50%) of the price of the remaining Agreement term (fall and spring semesters) plus appropriate daily charges.
  - 4. New incoming students for the spring semester who cancel prior to the first day of check-in will be charged two hundred dollars (\$200).
  - 5. 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 remaining Agreement term (spring semester) plus appropriate daily charges.
- E.** Moving to Greek Village:

1. Two hundred dollars (\$200) plus daily charges for the fall or spring semesters when moving to an on-campus fraternity/sorority house within thirty days (30) from the first day of classes.

2. 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.

**F. 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.

**G. Summer Sessions Only:**

1. Students who cancel or do not move into the residence halls 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 costs by the number of days (check-in through last day of exams) 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.

**XVII.EXCEPTIONS TO ANY PROVISION OF THIS**

**AGREEMENT:** University 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.

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