



THE UNIVERSITY *of* NORTH CAROLINA
GREENSBORO

Housing & Dining Contract 2009-2010

The University of North Carolina at Greensboro seeks to provide on-campus living for students at the most reasonable rate possible. For this reason, **the University operates housing and dining services on a full academic year contract basis.**

Each student who resides on campus must agree to the terms and conditions of this contract. By submitting the Housing and Residence Life on-line request for housing, a student or prospective student agrees that he/she intends that the electronic submission constitutes consent to sign this contract as if he/she had signed in their own hand. Submission of this contract further constitutes acceptance, acknowledgement, and the agreement to abide by the terms and conditions of this contract and it becomes a binding agreement -**a legal contract**-between the student and the University, and is considered an acceptance of an offer of housing. This contract is deemed accepted upon receipt of prepayment by the University.

TERMS AND CONDITIONS

1. **Contract Period.** This contract shall be in force for one academic year consisting of both fall and spring semesters. Contracts entered into during the contract period shall be in force through the end of the spring semester. Discontinued enrollment, for any reason, will not terminate the contract except as specified in the section entitled "**Cancellation Policies**".
2. **Period of Occupancy.** A student's right to occupancy shall begin no earlier than the first day the halls are open for each semester, with such date and time to be announced prior to each semester. The deadline for check-in is 5:00 p.m. the day prior to the first day of classes. Failure to check-in may result in the loss of assignment of housing. However, the contract will remain in force. **Prior written notice is required to hold a reservation after the deadline.**

Residence halls are closed at the end of each semester and during official vacations at a time and date specified by the Office of Housing and Residence Life. Closing times at the end of each semester are for those students participating in commencement exercises. All other residents are expected to vacate within 24 hours of the end of their last examination. Special purpose organizations may coordinate with the Office of Housing and Residence Life to establish different occupancy periods.

3. Pre-payment Applied to Housing Fees. For all students who will reside in University housing, a \$200 pre-payment is required. This pre-payment will be applied toward the spring semester rental charges for the contract year.
4. Room and Board Payments. Fees are due and payable in advance and upon official notice from the University prior to each semester. **Note: Students living in residence halls must participate in an appropriate meal plan, as defined by completed credit hours or assigned location, offered by the University.** Please refer to the Housing and Residence Life Homepage (<http://hrl.uncg.edu>) to identify your appropriate meal plan.
5. Room Assignments. This contract is for space in the residence halls, not a specific room. Although every effort is made to honor specific room, roommate, and residence hall assignments and requests, space limitations and high demand for specific halls may prevent honoring all requests. All assignments are made without regard for race, color, creed, religion, gender, age, national origin, military veteran status, political affiliation or sexual orientation. The University shall comply with The Americans with Disabilities Act to accommodate students with qualified disabilities who may require housing in appropriately accessible residence halls.
6. Room Occupancy. **In most instances, two persons will occupy all rooms.** In the event that one of the occupants moves out of the room, the Office of Housing and Residence Life reserves the right to assign a new roommate or to reassign the remaining student to another room in order to consolidate space. The student MAY be offered the opportunity to occupy the room at the higher fee rate for single occupancy, or the student must agree to accept an assigned roommate. During periods of high demand for on-campus housing, some single and/or two-person rooms, as well as some community rooms, may be designated for additional occupancy.
7. University Liability. Although precautions are taken to maintain appropriate security, the University assumes no responsibility for injury to persons, or loss of or damage to items of personal property that occur in its buildings or on its grounds, prior to, during, or subsequent to the terms of this contract. **STUDENTS AND THEIR PARENTS OR GUARDIANS ARE STRONGLY ENCOURAGED TO PURCHASE AND MAINTAIN APPROPRIATE INSURANCE TO COVER SUCH LOSSES.**
8. Student Liability. The student is responsible for the condition of the assigned room and all furnishings and shall reimburse the University for all damages to or loss of these furnishings beyond ordinary wear and tear. Damages to the common areas may be charged to all residents in that area, and payment will be required.
9. Room Entry. The University reserves the right to enter into student rooms for the purposes of inspection, improvement, repair and maintenance, or to control the

rooms in the event of an epidemic or emergency, or for any other purpose in accordance with the publications *Policies For Students and UNCG Neighborhood: Living in the Residence Halls*. Please refer to the Housing and Residence Life Homepage, <http://hrl.uncg.edu>, for these publications.

10. Room Checkout. Any student departing at the end of the contract shall be expected to perform certain checkout procedures. Failure to properly checkout as prescribed may result in a penalty charge, plus appropriate charges for any keys not returned.
11. Room Change and Contract Termination. Room assignments may be changed, canceled, or terminated by the University in the interest of safety, order, health, maximum use of facilities, or disaster after due notice to the student. A resident may appeal, in writing, to the Director of Housing and Residence Life within forty-eight hours of such notice.

This contract may be terminated by the University for many reasons, including, but not limited to: A resident student's willful disregard of responsibilities and duties under this contract or for the rights of others; the creation of circumstances that could jeopardize life, limb, or property, of him/herself or others; or judicial action by the University, state and/or federal courts. The University retains the right to impose an interim suspension pending judicial action in such instances. Rooms shall be vacated within forty-eight hours from the time of a student's official withdrawal or suspension from the residence halls, unless an imminent health or safety emergency requires immediate vacation of the residence hall.

12. Rules and Regulations. Rules and regulations outlined in the publications *Policies For Students* and *UNCG Neighborhood: Living in the Residence Halls*, as well as any written revisions thereto as may be periodically instituted by the University, are incorporated herein and made a part of this contract. In the event of a conflict between the rules and regulations as they appear in the above named publications and the terms of this contract, the provisions of this contract shall take precedence.
13. Internet Service. UNCG provides residents with Internet access. UNCG will provide residents with a "**UNCG Road Runner Installation Kit**" through which residents will have to electronically click-through and accept a Time Warner Cable subscriber agreement before accessing the Internet. Internet service will only be provided to those residents with personal computers on which the installation kit has been properly installed and connected at the Residence Halls. The right of each resident to access the Internet, or receive particular content and service offerings, shall at all times be subject to such residents remaining in full compliance with the provisions of the Subscriber Agreement. In accordance with all applicable law including, but not limited to, 47 U.S.C. § 551, and by agreeing to this contract, a resident hereby gives his or her written and electronic consent for Time Warner Cable to release personally identifiable information to UNCG in the event a

resident's service is disconnected, terminated, or otherwise interrupted. Likewise, by agreeing to this contract, the resident hereby gives his or her consent for UNCG to release personally identifiable information about the resident to Time Warner Cable as necessary in order to assist Time Warner Cable in providing the resident with Internet service.

Cancellation Policies

You should retain these terms and conditions for your reference.

Procedure for Cancellation Before Occupancy ("Occupancy" commences upon issuance of the room key to the student)

A. RETURNING STUDENTS TO HOUSING ("RETURNING" means that the student lived in Student Housing the previous academic semester—not counting summer):

1. Students who will return to housing for the Fall 2009 Semester and who receive a room assignment on or prior to April 24, 2009:
 - (a) Cancellation of this contract on or prior to May 1, 2009, will result in no forfeiture of the pre-payment and no liquidated fee.
 - (b) Cancellation of this contract after May 1, 2009, will result in forfeiture of the pre-payment and an additional liquidated fee of \$500 to be placed on the student's account.
2. Students who will return to housing for the Fall 2009 Semester and who receive a room assignment after April 24, 2009:
 - (a) Cancellation of this contract five or fewer business days after receiving a room assignment will result in no forfeiture of the pre-payment and no liquidated fee.
 - (b) Cancellation of this contract more than five business days after receiving a room assignment will result in forfeiture of the pre-payment and an additional liquidated fee of \$500 to be placed on the student's account.

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B. NEW STUDENTS TO HOUSING ("NEW" means that the student did not live in Student Housing the previous academic semester—not counting summer):

1. Students and prospective students who will live in housing commencing the Fall 2009 Semester and who receive a room assignment on or prior to June 24, 2009:
 - (a) Cancellation of this contract on or prior to July 1, 2009, will result in no forfeiture of the pre-payment and no liquidated fee.
 - (b) Cancellation of this contract after July 1, 2009, will result in forfeiture of the pre-payment and an additional liquidated fee of \$500 to be placed on the student's account.

2. Students and prospective students who will live in housing commencing the Fall 2009 Semester and who receive a room assignment after June 24, 2009:
 - (a) Cancellation of this contract five or fewer business days after receiving a room assignment will result in no forfeiture of the pre-payment and no liquidated fee.
 - (b) Cancellation of this contract more than five business days after receiving a room assignment will result in forfeiture of the pre-payment and an additional liquidated fee of \$500 to be placed on the student's account.

3. Students and prospective students who will live in housing commencing the Spring 2010 Semester:
 - (a) Cancellation of this contract before receiving a room assignment will result in no forfeiture of the pre-payment and no liquidated fee.
 - (b) Cancellation of this contract five or fewer business days after receiving a room assignment will result in no forfeiture of the pre-payment and no liquidated fee.
 - (c) Cancellation of this contract more than five business days after receiving a room assignment will result in forfeiture of the prepayment and an additional liquidated fee of \$500 to be placed on the student's account.

I. Procedure for Cancellation after Occupancy Commences

- A. Students who have submitted the Housing and Dining Contract and who have commenced occupancy in University residence halls will be held responsible for fulfilling their obligation under this contract. "Occupancy" commences upon issuance of the room key to the student. **A residence hall student who withdraws from University housing after occupancy while remaining a student will be obligated to pay in full for the contract period.**

- B. Residence hall students who withdraw from the University will be charged, on a percentage basis, in accordance with the University refund policy, as outlined in both the Undergraduate Bulletin and the Graduate Bulletin. Additionally, the student will forfeit the \$200 prepayment, if they have paid it.

- C. If a residence hall student graduates during the contract period, the contract shall be terminated. Residence hall students graduating during the contract period must complete and submit to Housing and Residence Life a withdrawal form by December 1 in order to receive a refund of the \$200 prepayment, if the prepayment was made.

- D. If a residence hall student is required to teach or co-op outside of Guilford County, during the contract period, the contract may be terminated by the student and/or the University. Residence hall students required to teach or co-op outside of Guilford County during the contract period and who decide to withdraw from housing must complete and submit to Housing and Residence Life a withdrawal form by December 1 in order to receive a refund of the \$200 prepayment, if the prepayment was made.

- E. Students seeking waivers regarding cancellations must submit a petition for waiver to the Office of Housing and Residence Life. The University Refund Committee convenes monthly to review such petitions. The decision of the Committee is final. If a waiver is granted, the student will be charged rent, on a percentage basis, in accordance with the University refund policy. Additionally, the student will forfeit the \$200 prepayment, if the prepayment was made.

All Housing and Residence Life policies, including the Housing and Dining Contract and Cancellation Policy, are available at the Office of Housing and Residence Life as well as electronically at <http://hrl.uncg.edu>.