



Housing Contract

[2016-2017]

Each student or prospective student (the “Student”) seeking on-campus residence at The University of North Carolina at Greensboro (the “University” or “UNCG”) for the 2016-2017 academic year (the “Year”) hereby agrees to the following terms and conditions:

1. **Binding Agreement.** The Student agrees that the submission of the completed online Housing and Residence Life Housing (the “Application”) constitutes acknowledgement and agreement to abide by the terms and conditions of this Contract. Subject to room availability and the Student’s successful admission to, or continued enrollment at, the University, this contract shall become a binding agreement -**a legal contract**- between the Student and the University, upon the University’s receipt of a completed Application and payment in full of the fees described in the section entitled “Pre-Payment.” If the Student is not 18 years of age at the time of submitting the Application, a parent/legal guardian is required to indicate acceptance of the terms and conditions set forth herein by submitting the 2016-2017 Parent/Legal Guardian Housing Contract Approval Form available at: <http://hrl.uncg.edu>.

2. **Term.** The term of this contract shall be the Year, including both the Fall and Spring semesters, and Summer semester if applicable (the “Term”), unless this contract is cancelled in accordance with the section entitled “Cancellation.”

3. **Communications.** All email communication to the Student will be sent to the Student’s UNCG i-Spartan email address (@uncg.edu), which is consistent with University policy, for all Office of Housing & Residence Life (“OHRL”) communications regardless of what the Student identifies as the preferred email address in UNCGenie.

4. **License.**

a. This contract grants the Student a license for secondary temporary use of campus residence facilities and services in connection with the pursuit of an education at the University (“residence rights”) and confers no residence rights on any person who is not enrolled and in good standing at the University.

b. The Student’s residence rights under this contract may be revoked at anytime due to: the failure to maintain enrollment as a student at the University, failure to meet academic requirements at the University, the imposition of disciplinary sanctions, or

termination of this contract by the University after the Student's breach of this contract in accordance with the section entitled "Termination."

c. If the Student is dismissed or suspended from the University for any reason, the Student's residence rights are immediately cancelled. If and when the dismissal or suspension is lifted, the Student may initiate a request for housing through submission of a new Application. The University's ability to accept the application shall be based on the availability of space at the time the new Application is processed.

5. Eligibility. The Student must be enrolled at all times in at least 1 course in a degree-seeking program at UNCG during the Fall and Spring semesters (and Summer, if applicable) in order to maintain eligibility for assignment and to reside in the residence halls. If the Student fails to maintain enrollment for classes at any point during the Term, for any reason, his/her housing assignment will be revoked and he/she will be required to vacate their residence hall assignment and return their room key and access fob to the OHRL within 48 hours of notification. Discontinued enrollment, for any reason, will not terminate the Student's responsibilities under this contract, nor will there be a refund of housing charges during the period of dismissal or suspension, except as specified in the section entitled "Cancellation."

6. Campus Safety. The University, in its sole discretion, reserves the right to exclude the Student from campus residence facilities immediately, without prior notice, where the Student's continued presence in campus residence facilities presents a substantial risk to the safety or health of other residents, or presents a reasonable likelihood of imminent substantial disruption of normal residential activities.

7. Occupancy.

a. The Student's right to occupancy shall coincide with the University's academic calendar for the Year and 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 each semester. Failure to timely check-in may result in a housing reassignment, or cancellation of housing in accordance with the section entitled "Cancellation." However, the contract will remain in force. **Prior written notice is required to hold a reservation after the check-in deadline.** "Occupancy" commences upon issuance of the room key to the student.

b. In accordance with the University's academic calendar, residence halls are closed at the end of each semester and during official University holidays and breaks at a time and date specified by the OHRL. 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 OHRL to establish different occupancy periods on behalf of the Student.

c. At the end of the Term, OHRL staff will enter the Student's housing assignment as the Student vacates the premises for inspection and cleaning purposes in order to prepare for the next occupant of the space.

d. The Student's housing assignment may only be occupied by the Student and the roommate(s) officially assigned by the OHRL. Neither housing assignments nor this contract are transferable; occupancy by another student or other person without authorization is prohibited.

e. **In most instances, two students will be assigned to occupy all designated or structural double occupancy rooms in the residence halls.** In the event that the Student's roommate(s) moves out of the room during the academic year, OHRL reserves the right to assign a new roommate or to reassign the Student to another room in order to consolidate space. At the sole discretion of OHRL, the Student MAY be offered the opportunity to occupy the room alone at the higher fee rate for single occupancy. Otherwise, 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.

8. Pre-Payment. The Student shall pay a non-refundable payment of \$200 along with the Application (the "Pre-Payment") or receive a waiver for the Pre-Payment according to criteria established by the OHRL available on the OHRL website (<http://hrl.uncg.edu>). The Pre-Payment is non-refundable and will be applied toward the Spring semester rental charges for the Term. Pre-Payments must be made by the deadlines established by the OHRL in order for the Student to be considered to have a completed Application and therefore, be eligible to receive a housing assignment in a residence hall. Note: The University will not consider any Application that is not accompanied by full payment of the Pre-Payment.

9. Meal Plan. The Student must participate in an appropriate meal plan, as defined by completed credit hours or assigned location, offered by the University. The Student shall refer to the OHRL homepage (<http://hrl.uncg.edu>) to select the appropriate meal plan.

10. Payments.

a. The balance of room and board fees are due and payable with the payment of tuition and fees to the University Cashier's Office pursuant to the deadlines established by the University.

b. All other charges must be paid in full upon notification of the charge. Failure to pay outstanding charges may result in the Student being prohibited from registering for classes, being issued transcripts and other records, or being removed from housing.

11. Room Assignments. This contract is for space in the residence halls, not a

specific hall, room, or roommate. Although every effort is made to honor specific room, roommate, and residence hall assignments and requests made by the Student, space limitations and high demand for specific halls may prevent the University from accommodating such requests. Assignments are made consistent with the University Policy on Discriminatory Conduct (http://policy.uncg.edu/discriminatory_conduct/).

12. Housing Accommodations. In accordance with the Americans with Disabilities Act, the Student may be entitled to reasonable housing accommodations upon timely submission of all required documentation of a qualified disability to and as requested by OHRL and/or the Office of Disability Services.

13. 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. THE STUDENT (AND HIS/HER PARENTS OR LEGAL GUARDIANS) ARE STRONGLY ENCOURAGED TO PURCHASE AND MAINTAIN APPROPRIATE INSURANCE TO COVER SUCH LOSSES.

14. Student Liability. The Student is responsible for the condition of the assigned room and all furnishings therein and shall reimburse the University for all damages to or loss of these furnishings beyond ordinary wear and tear. The Student may be charged for damages to the common areas in that area. The following terms and conditions apply to the Student's liability:

a. Room Furnishings. Any room furnishing added by the Student must be free standing, and no part of one's personal furnishing may be attached, wedged, or secured in any manner to the ceiling, floor, walls, doors, or University furnishings in the room/apartment. No item may be placed that obstructs direct access to the doors or windows, thereby hindering evacuation. No University furnishings or equipment/appliances may be altered from their intended design or removed from the room by the Student or the Student's guest(s).

b. Space Alterations. The Student shall not make any alterations or improvements which may include: painting, wallpapering, drilling of holes, nailing, attaching of screws, installing of antennae or phone outlets, defacing or otherwise altering the premises, of any walls, fixture, appliances, or equipment owned by the University. The Student will be held liable for damages or injuries caused by any alterations made without approval. The cost of repairing damages will be assessed to the resident. No common area furniture may be taken from any public space and placed in student rooms/apartments or moved to other locations. No personal property may be stored in public areas.

c. Room Condition Reports. At the time of occupancy, the Student will sign a Room Condition Report (RCR) online at <http://hrl.uncg.edu/rates-contracts/room-condition-reports/> that will become part of this contract. This is the

student's opportunity to note any damage to the room, to ensure they are not held financially responsible upon check-out. Any damages beyond natural wear and tear will be charged upon check out to the student. Students vacating rooms are expected to clean and remove all trash and personal belongings from the occupied room and/or apartment or suite and officially checked out by a designated staff member.

d. Common Area Access & Usage. Students shall have equal rights to the use of common spaces and agree to use all common areas in a prudent, inoffensive and non-dangerous manner and in compliance with the community policies and will respect the rights of other students in such areas. These facilities include, but are not limited to, apartment living rooms, kitchens, bathrooms, laundry rooms, and community rooms. University Housing may impose restrictions on the use of the common areas, as deemed appropriate.

e. Safety. All stairs, landings, and breezeways must be kept clean and free of obstructions at all times. The University reserves the right to remove any obstructions that might create unsafe conditions and/or are unsightly. Specifically:

1. Bicycles must not be stored in the breezeways or stairwells and must be stored either in the room/suite/apartment or at a bicycle rack.
2. Other objects must not be left on the breezeways or stairs and may be removed by staff.

f. Grills. Individually owned grills, smokers, hibachis, and other outside cooking appliances may not be used or stored on the premises.

g. Guests. The Student will be held responsible for abiding by all University and OHRL policies and for informing their guests of said policies. The Student will be held responsible for the behavior of their guests within the residence halls. Violations of any of the provisions of this contract or those outlined in *Policies for Students* (<http://deanofstudents.uncg.edu/policy/>) and *The UNCG Neighborhood: Living in the Residence Halls* (under "Policies & Procedures" at <http://hrl.uncg.edu>), or any other official University policies will be considered a violation of the contract and grounds for removal from University housing. Violations will be referred to the appropriate University personnel for disciplinary action and may also be referred to law enforcement officers for investigation and prosecution under applicable criminal laws.

15. Room Entry. The University reserves the right to enter into the Student's room 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 University Policy.

16. Room Checkout. When departing from his/her residence hall assignment, whether at the end of the contract or during the academic year as a result of academic or disciplinary processes, the Student must perform certain checkout procedures. Failure to properly checkout as prescribed may result in a penalty charge, plus appropriate charges

for any keys not returned.

17. Room Change. 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. The Student may appeal, in writing, to the Director of Housing and Residence Life within (48) forty-eight hours of such notice.

18. Termination.

a. This contract may be terminated by the University for any reason, including, but not limited to:

1. the Student's willful disregard of responsibilities and duties under this contract or for the rights of others;
2. the creation of circumstances that could jeopardize life, limb, or property of others; or
3. judicial action by the University, state and/or federal courts.

b. The University retains the right to impose an interim suspension from the residence hall pending judicial action in such instances. The Student shall vacate the residence hall within (48) forty-eight hours from the time of the Student's official withdrawal or suspension, unless an imminent health or safety emergency requires immediate vacation of the residence hall.

c. No refund of housing charges will be made to the Student if the Student is dismissed, suspended, breaches this contract, or otherwise vacates the premises prior to the end of the Term. Refunds, if any, will be available pursuant to the section entitled "Cancellation."

19. University Policies and Procedures. The University policies and procedures pertaining to the OHRL, 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. (See *Policies For Students* (<http://deanofstudents.uncg.edu/policy/>) and *The UNCG Neighborhood: Living in the Residence Halls* (under "Policies & Procedures" at <http://hrl.uncg.edu>). In the event of a conflict between the policies and procedures as they appear in the above named publications and the terms of this contract, the provisions of this contract shall take precedence.

21. Cancellation.

a. Cancellation Before Occupancy.

i. Returning students.¹

(a) The following cancellation terms and conditions apply to Students who will return to housing for the Fall 2016 Semester and who receive a room assignment on or prior to April 15, 2016:

(i) Cancellation of this contract, for any reason, prior to

¹ "RETURNING" means that the student lived in Student Housing the previous academic semester—not counting summer.

June 1, 2016, will result in forfeiture of the Pre-Payment.

(ii) Cancellation of this contract, for any reason, from June 1, 2016 through July 1, 2016, will result in forfeiture of the Pre-Payment and an additional liquidated fee of \$250 to be placed on the student's account.

(iii) Cancellation of this contract, for any reason, from July 2, 2016 through August 15, 2016, will result in forfeiture of the Pre-Payment and an additional liquidated fee of \$500 to be placed on the Student's account.

(b) The following cancellation terms and conditions apply to Students who will return to housing for the Fall 2016 Semester and who receive a room assignment after July 2, 2016:

(i) Cancellation of this contract, for any reason, within (5) five business days of receiving a room assignment, will result in forfeiture of the Pre-Payment.

(ii) Cancellation of this contract, for any reason, more than (5) five business days after receiving a room assignment will result in forfeiture of the Pre-Payment and a liquidated fee of \$500 to be placed on the student's account.

ii. New Students.²

a. FALL SEMESTER

(i) The following cancellation terms and conditions apply to Students who will live in housing commencing the Fall 2016 Semester and who receive a room assignment on or prior to July 8, 2016:

(a) Cancellation of this contract, for any reason, prior to July 8, 2015, will result in forfeiture of the Pre-Payment.

(b) Cancellation of this contract, for any reason, from July 15, 2015 through August 15, 2016, will result in forfeiture of the Pre-Payment and an additional liquidated fee of \$500 to be placed on the Student's account.

(ii) The following cancellation terms and conditions apply to Students who will live in housing commencing the Fall 2016 Semester and who receive a room assignment after July 8, 2015:

(a) Cancellation of this contract, for any reason, within (5) five business days of receiving a room assignment, will result in forfeiture of the Pre-Payment.

(b) Cancellation of this contract, for any reason, more than (5) five business days after receiving a room assignment will result in forfeiture of the Pre-Payment and a liquidated fee of \$500 to be placed on the student's account.

(iii) New students who have never attended the University and who cancel their admittance and/or enrollment with the University and cancel their housing application with the OHRL before August 1, 2016 will forfeit the Pre-Payment.

²“NEW” means that the student did not live in Student Housing the previous academic semester—not counting summer.

b. SPRING SEMESTER

Cancellation of this contract, for any reason, more than (5) five business days after receiving a room assignment will result in a Liquidated Fee of \$500 to be placed on the student's account.

c. SUMMER SESSIONS

Cancellation of this contract, for any reason, more than (5) five business days after receiving a room assignment will result in a Liquidated Fee of \$250 to be placed on the student's account.

b. Cancellation after Occupancy.

1. Leave Housing Assignment but Still Remain a Student at UNCG:

Students 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 commences while remaining a student will be obligated to pay in full for the contract Term.**

2. Withdraw or Leave the University: Students who withdraw from the University, for any reason, will be charged, on a percentage basis, in accordance with the University refund policy, as outlined in both the Undergraduate Bulletin (<http://web.uncg.edu/reg/Bulletin/Current/Default.aspx>) and the Graduate Bulletin (<http://www.uncg.edu/grs/bulletin>). Additionally, the Student will forfeit the non-refundable deposit. The date that the room key is returned to OHRL by the Student is the date by which the Student will be officially noted as having moved out of the room. This return of key date is important if a housing refund is anticipated. Students who withdraw from or leave the University must complete check out procedures and vacate the residential facility within (48) forty-eight hours of the date indicated by the OHRL. **Students must officially cancel their housing contract with the OHRL; no other office on campus can release you from your housing contract except the OHRL.**

3. Graduate from UNCG: If the Student graduates during the contract Term, the contract shall be terminated. Students graduating during the contract Term must complete and submit to OHRL a withdrawal form by November 15, 2016.

4. Teach or Co-Op Outside Guilford County: If the Student is required to teach or co-op outside of Guilford County, during the contract Term, the contract may be terminated by the Student and/or the University. Students required to teach or co-op outside of Guilford County during the contract Term and who decide to withdraw from housing must complete and submit to OHRL a withdrawal form by November 15, 2016. In addition, formal documentation from the student's academic instructor verifying the placement and nature of the teaching or co-op experience will be required to be submitted to the OHRL.

c. Request a Waiver for Cancellation: The Student may seek a waiver regarding cancellation of the housing contract by submitting a petition for waiver to

OHRL. The Student should contact Housing & Residence Life for specific information concerning the waiver process. 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 Pre-Payment and will be assessed a \$500 cancellation fee.