

**Addendum To The University Of North Carolina At Chapel Hill Department Of Housing
And Residential Education Housing Contract**

This Addendum (“Addendum”) to the Housing Contract (“Contract”) is made by The University of North Carolina at Chapel Hill (“University”) for its Department of Housing and Residential Education (“Department”) is effective July 23, 2020. This Addendum is specifically incorporated into the Contract by this reference. All other terms and conditions of the Contract remain in full force and effect, except as specifically modified herein.

1. The University’s Reservation of Rights

The University reserves the right, in its sole discretion and at any time to:

- (a) alter, change, or cancel a University housing assignment
- (b) designate any or all University housing as available for expanded or decreased occupancy
- (c) change any room assignment or rate
- (d) allow University staff or their agents to enter University housing for work orders, routine maintenance, inspections, repairs, emergencies, housekeeping duties, or any other reasonable purpose, at any time
- (e) control University housing in the event of an emergency
- (f) temporarily or permanently reassign residents as needed
- (g) deny students the privilege to live in any University housing at any time, based on the needs of the University, or
- (i) temporarily suspend or terminate the Contract at any time for any reason.

2. Termination of the Contract by the University

The University may terminate the Contract and a resident’s occupancy rights at any time, after giving notice, for any of the following reasons:

- (a) nonpayment

- (b) upon disciplinary suspension or dismissal of a resident for violating the Community Living Standards and/or University Policy
- (c) when a resident voluntarily withdraws from enrollment at the University
- (d) upon violation of a term or condition of the housing contract by a resident or a resident's guest(s)
- (e) a resident's academic deficiency, suspension, or dismissal from the University
- (f) University housing is totally or partially destroyed by any cause
- (g) a residential unit is needed by the University to accommodate special needs of the University as they arise
- (h) the University is closed or experiencing exigent or emergency circumstances, including, but not limited to, public health crises, pandemics, epidemics, or wide-spread illness
- (i) a resident exhibits disruptive behavior
- (j) a resident poses a problem to the interest, order, health, discipline, or to the general well-being of him/herself, other members of the University community, or the University
- (k) if the assigned University housing is unavailable for use as a student's residence or is unusable due to any damage, construction, renovation, or repair
- (l) if a resident furnishes false information to the University or any staff member acting for the University, including providing false or misleading information in connection with the resident's housing registration and eligibility for University housing, or
- (m) for any other reason that the University, in its sole discretion, deems relevant.

3. Removal of Student Property

In the event of an emergency or other exigent circumstance, the University and its agents may remove a resident's belongings from the residence hall, suite, and/or room for cleaning, inspection, repair, storage, and/or protection. The University does not assume any obligation or liability for loss or damage to items of personal property that may occur during removal of a resident's belongings. The University may destroy and discard personal belongings such as perishable items, alcohol, illegal drugs and drug-related paraphernalia, explosives, and hazardous materials. If the University discovers items that raise concern for immediate safety or a significant violation of University policy or state or federal law, this matter may be referred to the appropriate authorities.

4. University Housing may Close if Operations or Activities are Reduced or Suspended

To the extent the University reduces or suspends some operations or activities or closes for other reasons including, but not limited to, acts of government or public officials or in response to public health or safety concerns, in the University's sole discretion, University housing may also close during such periods.

5. Suspension of Contract by the University

In its sole discretion, the University may temporarily suspend the Contract at any time for any reason. If the Contract is temporarily suspended, a resident must vacate University housing, surrender all keys, fobs, or other access devices, and remove all personal property. The resident shall be responsible for alternate housing costs for the duration of the temporary suspension. During such temporary suspension, the University may elect to issue pro-rated refunds or credits for such periods that residents are prohibited from residing in University housing unless otherwise directed by the UNC System. The amount of any such pro-rated refunds or credits will be based on the daily rate of such University housing and the length of the temporary suspension of the Contract. Further, during such temporary suspension, the University's total potential liability shall be limited to the amount of the potential pro-rated refund or credit.

6. Force Majeure

The University shall not be liable for failure to perform any of its obligations hereunder if such failure is caused by, or due to, labor difficulties, fire, earthquake, flood, hurricane, or other significant weather event or natural disaster, civil tumult, strike, work stoppage, riot or civil commotion, litigation, plague, epidemic, pandemic, acts or regulations of public or University authorities (including, without limitation, social distancing measures to limit the spread of a contagious disease), act of God, acts or threats of terrorism, acts or threats of war or other act of any foreign nation, power of government or governmental agency or authority, state of emergency, or any other cause like or unlike any cause mentioned above, whether natural or man-caused, which is beyond the control or authority of the University.

7. Governing Law

The laws of the State of North Carolina shall govern the Contract. In the event the parties are unable to resolve any dispute relating to the Contract, all suits, actions, claims, and causes of action relating to the Contract shall be brought in the courts of the State of North Carolina.

8. Waiver at the University's Discretion

The University retains the sole discretion to waive any requirements of the Contract.

9. Severability

The provisions of the Contract are severable, and in the event that any provision of the Contract shall be determined to be invalid or legally unenforceable, all other provisions shall remain in force.

10. Criminal Conviction or Protective Order

If a resident is arrested and/or convicted of any felony or any crime requiring the resident to register on the Sex Offender or Crimes Against Minors Registry (“SOR”), or if a resident becomes subject to a protective order at any time during the Term of the Contract, such resident is required within twenty-four (24) hours of the arrest, conviction, or entry of the protective order, to notify the Department in writing. The University reserves the right to terminate the Contract if, in the sole judgment of the University, a resident or a resident’s invited guest(s) may pose a threat of substantial harm to persons or to University property or if the University determines that the Contract was founded on inaccurate or incomplete information.

11. Not a Lease

The Contract is not a lease and is not governed by the North Carolina Landlord Tenant Act. University residence halls and apartments are located on land owned by the State of North Carolina.

12. Epidemic, Influenza, Public Health/Safety, or Other Emergency

In the event of an epidemic, influenza, public health/safety, or other emergency, the University may suspend some or all on-campus operations or activities. In such an event, a resident may be required to immediately leave the campus and vacate University housing. Each resident will be responsible for taking all valuable personal items (e.g., jewelry, personal computer, electronics) at that time. In certain circumstances, the University may remove possessions and furnishings from University housing so that the units may be used for other emergency purposes. The University shall not be responsible for the loss of or damage to personal items that must be moved and stored during a critical emergency.

13. The University’s Interpretation Controls

The University shall make the final interpretation of, or determination under, all provisions of the Contract, as well as any related University Policies.

14. Sovereign Immunity

Nothing contained in the Contract shall be construed or interpreted as either: (a) denying to

either party any remedy or defense available to such party under the laws of the State of North Carolina; (b) the consent of the University or the State North Carolina or their agents and agencies to be sued; or (c) a waiver of either the University's or the State of North Carolina's sovereign immunity.

15. Electronic Signature; Counterparts

The Contract may be executed by electronic signature, and in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

16. Residents Subject to Laws

All residents of University housing are subject to federal, state, and local laws, regulations, rules, and ordinances.