



THE UNIVERSITY OF NORTH CAROLINA AT CHAPEL HILL
DEPARTMENT OF HOUSING AND RESIDENTIAL EDUCATION
HOUSING CONTRACT

I. INTRODUCTION

This Contract is the basic document that sets forth the contractual obligations of the resident and The University of North Carolina at Chapel Hill; all information contained in the Department of Housing and Residential Education web page (<http://housing.unc.edu/>), including but not limited to the Community Living Standards (<http://housing.unc.edu/current-residents/housing-contract/community-living-standards.html>) section, is a legally-binding adjunct which is herein incorporated into the Contract. It is the resident's responsibility to become familiar with all provisions of this Contract. Provisions may be added or changed during the term of this Contract with appropriate prior notification to residents. No term or condition of this Contract can be waived without the formal written agreement of both parties, and no oral statement made by the Department of Housing and Residential Education or its agents or employees is considered a waiver of any term or condition.

Contract Start and End Dates. This Contract represents an academic year obligation beginning the first day the residence halls open in the fall and ending when the residence halls close in the spring as published in the calendar on the Department of Housing and Residential Education website, and includes any break times and other periods of extension.

Eligibility and Priority for University Housing. In order to live in one of the on campus residential communities, a resident must be enrolled in a class that physically meets on the UNC-Chapel Hill campus. Students enrolled in online classes through the Friday Center are not eligible to live in on-campus housing. Residents currently enrolled at UNC-Chapel Hill receive priority to return to campus housing (recontract) for the upcoming contract period. More information about the room selection process can be found online at the Department of Housing and Residential Education website. Once assignments have been made for returning students, application requests from incoming first-year students who have submitted the required application by May 15 will receive priority for housing assignments. After this group has been assigned, housing assignments will be provided to transfer and readmitted students who have submitted the required application materials by May 15. Applications from graduate and professional students are considered on a first-come, first-served basis.

II. PAYMENTS

- A. The resident understands that the room rent must be paid as established by the University's Office of Student Accounts and University Receivables. To review the University's policies and deadlines regarding payments, please visit cashier.unc.edu. Sample housing rates may be found on the Housing and Residential Education web pages. Payment should be made to the University's Office of Student Accounts and University Receivables.
- B. If payment is not made by the due date, or if checks are returned for insufficient funds, the Department of Housing and Residential Education reserves the right to reassign the space or to cancel the Contract, depending on space needs.
- C. Failure to pay does not constitute Contract cancellation. The resident must follow the procedures outlined in Section III., B. Cancellation Policy to cancel the Contract.

III. GENERAL TERMS AND CONDITIONS

Purpose

The room assigned to the resident by the Department of Housing and Residential Education will be used by the resident solely for residential and educational purposes at The University of North Carolina at Chapel Hill. The Residence Life section of the Housing and Residential Education website provides additional details involving policies for facility and room use.

A. Assignments

- **General.** The University reserves the right to make room assignments, to authorize or deny room and roommate changes, to consolidate vacancies, and to require a resident to move from one room or residence hall to another. It is the policy of the University to assign roommates without regard to race, color, national origin, religion, creed, age, sexual orientation, veteran's status, or disability. Residents of the opposite sex will not be assigned to the same room. The resident understands that this Contract is for a space in the residence halls and not for a specific room or building.
- **Recontracting.** A returning resident seeking to live on campus for the upcoming academic year must submit a new housing Contract. This Contract will become available at the beginning of the Spring term. More information about the recontracting process for returning residents will be made available on the Department of Housing and Residential Education website in December.
- **Assignment Changes.** Residents may request a reassignment to another room within their building or to another community on campus. Residents must meet with their Community Director in order to submit a reassignment request. After Fall opening in August, changes will be considered two weeks after classes begin and only as space is available.
- **Assignment Notification.** The University will email residents when their room/roommate assignment information is available through the MyHousing portal. The University reserves the right to alter the specific room assignment if necessary during the assignment process, even after assignment notification.
- **Consolidation.** The University may consolidate rooms to full capacity when vacancies occur and may move residents to another room when such consolidations become necessary. Residents who have not contracted for a designated single occupancy room, do not have a roommate, and have been requested to consolidate may either select another roommate or change rooms. Any room change must be approved by the Assignments Office and be completed within five days after notification to consolidate. If the consolidation has not occurred within this five-day period, the resident may be relocated or will automatically be charged and legally obligated to pay the single room rate.
- **Double Room as a Single.** In the event that only one resident is initially assigned to a double room, or one of the occupants of a double room moves out, the resident residing in the room must leave the room in appropriate condition to accept another roommate at any time during the contract period. Residents do not have the option to reject a roommate assignment. Any inappropriate behavior including not having the room in appropriate condition to accept another roommate or communication with the prospective roommate discouraging them from accepting the assignment may result in a relocation of the remaining resident.

B. Cancellation Policy

Students are urged to submit a housing application only if they are certain they wish to reside in campus housing at UNC-Chapel Hill. Contract cancellation must be submitted, by written notification to Housing and Residential Education Assignments Office, 1213 SASB North, CB #5500, The University of North Carolina at Chapel Hill, Chapel Hill, NC 27599-5500, by fax at 919.962.1006, or by email at housing@unc.edu.

If a cancellation is requested, the resident will be required to make all of the following payments, including prorated rent, cancellation charges, and improper checkout charges (if applicable).

- **Prorated rent and cancellation fee**

Prorated rent is determined by multiplying the room rate by 10%. This weekly rate is then multiplied by the number of weeks from the official Contract start date through the date when proper checkout procedures have been completed. Prorated rent is charged by the week, and each new week begins on Sunday. Rent is only prorated for the first 9 weeks of the semester. After the 9th week of the semester, residents are responsible for the full amount of the semester housing, regardless of the number of weeks the resident actually occupied the room. A cancellation fee of \$300 will be assessed to any resident cancelling their Contract to move off campus.

- **Cancellation charges for new students (Contracting)**

If the cancellation occurs:

- a) After the application is submitted, and before August 1, the student account will be charged a \$300 cancellation fee.
- b) On or after August 1, the resident will be responsible for prorated rent, and cancellation charges equal to 50% of the remaining total contract value (both semesters).

- **Cancellation charges for returning students (Recontracting)**

If the cancellation occurs:

- a) After the application is submitted, but before April 1, the student account will be charged a \$300 cancellation fee.
- b) Between April 1 and July 31, the resident will be responsible for cancellation charges equal to 50% of the fall semester rent.
- c) After August 1, the resident will be responsible for prorated rent, and cancellation charges equal to 50% of the remaining total contract value (both semesters).

- **Improper Checkout Charges.** Residents must complete proper checkout procedures to avoid any additional charges assessed directly to the student account. Proper checkout procedures are detailed in the Residence Life Section of the Department of Housing and Residential Education website. Residents must complete proper checkout procedures and vacate the premises within 48 hours of the date of cancellation.

C. Payment Upon Withdrawal

- **General.** Contract cancellation, in all cases, is effective only upon completion of proper checkout procedures and written notification of withdrawal to the Assignments Office. (See Section B, Cancellation Policy).
- **Standard Cancellation.** After the official opening date of the residence halls or taking possession of the room, a resident may cancel his/her Contract in writing. Prorated rent plus the cancellation charges for the remainder of the academic year will be assessed directly to the student account. (See Section B, Cancellation Policy).
- **Withdrawal from the University.** The Contract is a legal and binding obligation for the entire academic year. A resident who voluntarily withdraws from the University or who is being required to withdraw from the University for scholastic, financial, or medical reasons is liable for room fees prorated to the date of termination or the checkout date, whichever is later (see Section B, Cancellation Policy).
- **Contract cancellation by the Department of Housing and Residential Education.** A resident who is evicted for failure to abide by the terms of occupancy described in this Contract or for disciplinary reasons will be responsible for prorated rent charges and the cancellation charges for the semester (see Section B, Cancellation Policy).

- **Fall Graduation.** A resident who withdraws from the residential facility for reasons of mid-year graduation must notify the Assignments Office in writing by December 1. Notice must be given and approved prior to when the residence halls open for the spring semester; otherwise, the resident will be assessed prorated rent charges and the cancellation charge as well as improper checkout charges (see Section B, Cancellation Policy).
- **Student Teaching/Study Abroad/Clinical Placement and Rotations.** A resident with a student teaching placement, clinical placement or rotation outside of Chapel Hill or who is studying abroad during the term of the contract will be released from their Contract upon certification by their dean or department head. Cancellation must be made in writing via fax, email or delivery to the Assignments Office prior to the opening of the residence halls. After the halls have opened, the resident will also be responsible for prorated rent and the cancellation charge (see Section B, Cancellation Policy).

D. Refund Policy

All residents withdrawing from the University must give written notification to the Assignments Office. Room refunds are based upon the reason for withdrawal and date of cancellation.

- **Proration and Cancellation Charge Schedule:**
 - Prior to hall opening-100 percent
 - From the contract start date to the first Saturday of classes-90 percent
 - Between 9–15 calendar days from the contract date-80 percent
 - Between 16–22 calendar days from the contract date- 70 percent
 - Between 23–29 calendar days from the contract date- 60 percent
 - Between 30–36 calendar days from the contract date- 50 percent
 - Between 37–43 calendar days from the contract date- 40 percent
 - Between 44–50 calendar days from the contract date- 30 percent
 - Between 51–57 calendar days from the contract date- 20 percent
 - Between 58–64 calendar days from the contract date- 10 percent
 - 65 OR MORE CALENDAR DAYS FROM THE CONTRACT START DATE-NO REFUND

E. Termination by the Department of Housing and Residential Education

The Department of Housing and Residential Education may terminate the Contract:

- For nonpayment
- Upon disciplinary dismissal of a resident for violating the Community Living Standards and/or University Policy (see Section IV)
- When a resident voluntarily withdraws from enrollment at the University
- Upon violation of a term or condition of the housing contract by the resident or his/her guest(s).

The resident will be charged a prorated room rent calculated from the date the resident officially withdraws from the facility. Cancellation charges equal to 50% of the total value of the contract may also be applied to the resident account in the event of contract cancellation for disciplinary reasons.

In addition, the Department of Housing and Residential Education may terminate the Contract of any resident who fails to check in by noon on the first day of classes if the resident has not submitted a request for late arrival in writing and will be subject the normal cancellation penalty (see Section C, Cancellation policy). Residents will be assessed room charges through the first day of classes in addition to the appropriate withdrawal payment specified in this Contract.

F. Late Arrival

Unless a resident requests an extension of the arrival period in writing through the Assignments Office, the Department of Housing and Residential Education is not obligated to hold a room reservation past noon on the first day of classes. If a student fails to check in prior to noon of the first day of classes and subsequently appears, an assignment elsewhere may be made if space is available.

G. Room Condition

Each resident of a room must complete and sign a Room Condition Form (RCF) at the time of moving into a new room to document problems with the condition of the room prior to occupancy. Residents will be held responsible for any damage to their room that is found when they move out unless the damage is:

- noted on the RCF
- normal wear and tear
- a maintenance problem properly and timely reported during the year.

Rooms will be inspected once proper checkout procedures have been completed whenever the room is vacated. Residents are encouraged to be present for this inspection and to schedule this inspection with their Resident Advisor (RA) before moving out; however, Department of Housing and Residential Education staff will conduct routine inspections and assess final charges after the building is closed. Any charges will be itemized and assessed to the student account. If, for any reason, the inventory form has not been completed and returned, the Department of Housing and Residential Education will assume that there were no problems with the room when the resident initially moved in.

H. Abandoned Property

Any personal property such as bicycles, refrigerators, chairs, desks, and televisions left or abandoned by a resident or guest, unless claimed within 30 days, shall be deemed the property of the University. The University may use, dispose of, donate, or sell the personal property after no claim has been made for it within 30 days. The resident agrees to absolve and hold the University harmless for any damage to or claim for the abandoned property due to the damage, destruction, disposal, or sale of such personal property.

I. Alterations

No alterations or repairs may be made to the assigned room, its furnishings or its equipment without the express written consent of the Department of Housing and Residential Education. Stacking of furniture not specifically designed to be stacked is prohibited.

J. Room Furnishings

The resident is individually responsible for the proper care of the resident's assigned room and its furnishings and equipment, and is jointly responsible with other residents in the suite or the floor, or in the residential facility, for proper care of common areas, furnishings and equipment. All University furniture must remain in the room. Charges for missing or damaged furniture will be shared by each occupant of the room and assessed to the student account.

K. Right of Entry

The University reserves the right to enter resident rooms for the following reasons: completion of work requested or the repair and/or maintenance of the facility, fire protection, sanitation, to take inventory, for scheduled health or safety inspections, to manage the rooms in the event of an emergency, in the event of an epidemic or emergency when there is reason to believe that the occupants of the room are in serious physical or psychological distress, or for any other purpose in accordance with applicable law or University policy.

The resident is not required to be present at the time of entry. Entry into a room or apartment for reasons other than those listed above will be made during reasonable hours with notice to the assigned residents when possible.

L. Damages

Charges will be assessed to residents who are responsible for damage to a room or public area throughout the term of the Contract. Residents may be billed directly for repairs, cleaning, furniture replacement, lost or non-returned keys, or other damages to/loss of University-owned furniture and equipment. Damage assessment notices are mailed to the resident's forwarding address after proper checkout procedures have been completed, and damage charges are assessed to the student account.

Group Billing: In public areas of residence halls, including but not limited to lounges, hallways, kitchens, elevators, and bathrooms, the replacement or repair costs for damages are assessed to an individual when responsibility can be determined. However, when individual responsibility for damages cannot be determined, the residents of a floor, suite, wing or entire hall are collectively responsible for repair or replacement costs. Damage assessment notices are mailed to the resident's forwarding address after proper checkout procedures have been completed, and damage charges are assessed to the student account.

M. Fire and Safety Equipment

Tampering with fire and safety equipment is a violation of state law and University policy and may result in disciplinary action by the University and/or the Department of Housing and Residential Education, including fines or removal from University housing. Tampering includes, but is not limited to, disconnecting, intentionally damaging, covering or vandalizing in any way smoke detectors, fire sprinklers, alarm horns, pull stations, fire extinguishers, door closers or exit signs. Covering or hanging anything on fire sprinkler heads or pipes is NOT permitted at any time. No storage less than 18 inches from light fixture or a ceiling is permitted. Any malfunction of fire safety equipment, including room smoke detectors or fire sprinkler equipment, should be immediately reported to your Community Office.

N. Residence Hall Opening and Closing Dates

Residential buildings will open and close at specific dates and times as published in the operational calendar on the Department of Housing and Residential Education website. Residential buildings also close at various times during the Contract period. Decisions about which buildings will remain open during break periods are based on the number of Break Housing Requests that we receive from residents living in each building. Because the majority of residents prefer to leave campus during breaks, most buildings close during this period. The primary consideration for closing residential buildings is based on the safety of residents and hall staff. Residents who need housing during the break will be accommodated; however, they may not be able to stay in their current room and will be provided other temporary campus housing options. Additional charges are assessed to the student account for accommodations during the break period. Residents who do not apply for interim housing must vacate the premises during these breaks. In addition, residents are required to vacate the premises within 24 hours after completion of their last scheduled examination during final examination week or by the official closing time and date of the residence hall, whichever is earliest.

P. Enforcement Costs

Should the University incur any expenses in the enforcement of any terms of this Contract, the resident shall pay the cost of such enforcement including, but not limited to, reasonable attorney fees, costs, and collection fees.

Q. Commercial Enterprise

Personal business enterprises shall not be conducted in or from the University residential facilities, including Internet-related business operations. Residence hall rooms and public areas are State facilities and are subject to federal and State law and University policy, including but not limited to the Facilities Use Policy (<http://policies.unc.edu/policies/fac-use/>), as well as the policies and procedures published on the Department of Housing and Residential Education website.

R. University Liability

The University does not assume any obligation or liability for personal injury or for loss or damage to items of personal property which may occur in its buildings or on its grounds, prior to, during or subsequent to the terms of this Contract, provided that in the event of personal injury or property loss or damage directly resulting from negligent acts or omissions on the part of a University employee or agent, the University shall be responsible for such negligence to the extent provided by applicable law. This disclaimer of liability includes but is not limited to damage or loss caused by fire, water, theft, and flooding. Residents are strongly encouraged to purchase renter's insurance for protection against property loss and property damage. No interruption of utility services, heating and cooling shall be deemed as an eviction or disturbance of residents' use of the facilities or render the University liable for damages unless the University willfully refused to supply said services without cause or excuse.

S. Sublease/Rent

Students are not permitted to sublease, rent or grant regular access to their assigned space, building, or community.

IV. Standards of Conduct

All residents and their guests are expected to be familiar with and abide by the *Community Living Standards* as published on the Department of Housing and Residential Education website. These Standards are incorporated by reference into this Contract and therefore constitute a legally binding contractual agreement between the resident and the University. Residents and their guests must adhere to *the Community Living Standards* within all University owned and/or operated residential facilities including Granville Towers and adjacent areas that serve the residential facility. Violations of the *Community Living Standards* will be adjudicated through the Housing Conduct Process. Violations which compromise the safety and security of residents may result in contract termination and other appropriate disciplinary action up to and including suspension or expulsion from the University. Information on the Housing Conduct Process can be found on the Department of Housing and Residential Education website.

In addition, all students at the University are required to adhere to the University's Code of Student Conduct, which is contained in The *Instrument of Student Judicial Governance* and is accessible online at <http://studentconduct.unc.edu/>, as well as applicable University Policies published online at <http://policies.unc.edu/policy-category/university/>.