



**THE UNIVERSITY OF NORTH CAROLINA AT CHAPEL HILL
2021-2022 HOUSING CONTRACT**

1. CONTRACT.

This Housing Contract (Contract) sets forth the contractual obligations of the resident and The University of North Carolina at Chapel Hill (UNC-Chapel Hill or University). All information contained within the website for the Department of Housing and Residential Education (Department) (<http://housing.unc.edu/>), including but not limited to the Community Living Standards (<https://housing.unc.edu/policies/housing-contract/>), is a legally-binding adjunct which is herein specifically incorporated into this 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 as determined by the University with 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 or its agents or employees is considered a waiver of any term or condition of the Contract.

2. CONTRACT TERM.

This Contract represents an academic year (i.e., Fall 2021 and Spring 2022) obligation beginning the first day the residence halls open in the fall academic semester (Contract Start Date) and ending when the residence halls close in the spring semester (Contract Termination Date) as published in the calendar on the Department's website, and includes any break times and other periods of extension.

3. ELIGIBILITY AND PRIORITY FOR UNIVERSITY HOUSING.

In order to live in one of the on campus residential communities, a resident must be an actively enrolled student at the University in at least one (1) class for academic credit. Priority for on campus housing will be given to degree seeking University students. Students who are under the age of seventeen (17) years of age on the first day of class of their entering semester may not reside in on campus housing and are exempt from the University's Live-On Requirement for first year students.

4. HOUSING COSTS AND PAYMENTS.

The resident understands that housing costs 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 Department's website. Payment should be made to the University's Office of Student Accounts and University Receivables. Costs are subject to change annually. If payment is not made by the due date, or if checks are returned for insufficient funds, the Department reserves the right to reassign the space or to cancel the Contract, in its sole and absolute discretion. Failure to pay does not

constitute cancellation of the Contract. The resident must follow the procedures outlined in the Department's Cancellation Policy to cancel the Contract.

5. HOUSING ASSIGNMENTS.

- A. Purpose.** The room assigned to the resident by the Department will be used by the resident solely for residential and educational purposes at the University. The Residence Life section of the Department's website provides additional details involving policies for facility and room use.
- B. 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 color, disability, genetic information, national origin, race, religion, sexual orientation, or veteran status. 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.
- C. 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's website in December.
- D. 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 semester opening in August, changes will be considered two weeks after classes begin and only as space is available.
- E. 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 at any time, including during and after assignment notification.
- F. 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.

G. 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.

6. 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 either: (i) through the MyHousing Portal (complete the “Housing Cancellation Request” for found under the “Online Forms” section); (ii) delivered to Housing and Residential Education Assignments Office, 1213 SASB North, CB #5500, The University of North Carolina at Chapel Hill, Chapel Hill, North Carolina 27599-5500; or (iii) 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).

A. 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.

B. Cancellation charges for new students (Contracting).

If the cancellation occurs:

- (i) after the application is submitted, and before August 1, the student account will be charged a \$300 cancellation fee; or
- (ii) 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).

C. Cancellation charges for returning students (Recontracting).

If the cancellation occurs:

- (i) after the application is submitted, but before April 1, the student account will be charged a \$300 cancellation fee;

- (ii) between April 1 and July 31, the resident will be responsible for cancellation charges equal to 50% of the fall semester rent; or
- (iii) 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).

D. 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's website. Residents must complete proper checkout procedures and vacate the premises within 48 hours of the date of cancellation.

7. PAYMENT UPON WITHDRAWAL.

A. 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 6, Cancellation Policy).

B. 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 6, Cancellation Policy).

C. 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 6, Cancellation Policy).

D. Contract cancellation by the Department. 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 6, Cancellation Policy).

E. 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 6, Cancellation Policy).

F. 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 the MyHousing portal, by email, or delivery to the Assignments Office prior to the Contract Start Date. After the residence halls have opened, the resident will also be responsible for prorated rent and the cancellation charge (see Section 6, Cancellation Policy).

8. 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.

A. Proration and Cancellation Charge Schedule:

- (i) prior to Contract Start Date – 100 percent (100%);
- (ii) from the Contract Start Date to the first Saturday of classes – 90 percent (90%);
- (iii) between 9–15 calendar days from the Contract Start Date – 80 percent (80%);
- (iv) between 16–22 calendar days from the Contract Start Date – 70 percent (70%);
- (v) between 23–29 calendar days from the Contract Start Date – 60 percent (60%);
- (vi) between 30–36 calendar days from the Contract Start Date – 50 percent (50%);
- (vii) between 37–43 calendar days from the Contract Start Date – 40 percent (40%);
- (viii) between 44–50 calendar days from the Contract Start Date – 30 percent (30%);
- (ix) between 51–57 calendar days from the Contract Start Date – 20 percent (20%);
- (x) between 58–64 calendar days from the Contract Start Date – 10 percent (10%); or
- (xi) 65 OR MORE CALENDAR DAYS FROM THE CONTRACT START DATE – NO REFUND.

9. LATE ARRIVAL.

Unless a resident requests an extension of the arrival period in writing through the Assignments Office, the Department 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, the student's room may be reassigned. A student who has not made previous arrangements for a late arrival and subsequently appears may be assigned to another on-campus assignment if space is available.

10. 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, if any, 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: (a) noted on the RCF; (b) normal wear and tear; or (c) a maintenance problem properly and timely reported during the year.

Rooms will be inspected after proper checkout procedures have been completed and the room has been fully vacated. Residents are encouraged to schedule this inspection with their Resident Advisor (RA) before moving out and to be present at the time of inspection. Department staff will also 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 will assume that there were no problems with the room when the resident initially moved in.

11. 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.

12. 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. Stacking of furniture not specifically designed to be stacked is prohibited.

13. 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.

14. RIGHT OF ENTRY.

The University reserves the right to enter resident rooms for the following reasons: completion of work requested by the resident, repair and/or maintenance of the facility, fire protection, sanitation, to take inventory, for scheduled health or safety inspections, to manage 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. Except in the case of an emergency as determined by the University in its sole discretion, entry will be made during reasonable hours with notice to the assigned residents when possible.

15. 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.

A. 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.

16. 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, 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. Storage or placement of furnishings or belongings less than 18 inches from any light fixture or the ceiling is NOT permitted. Any malfunction of fire safety equipment, including room smoke detectors or fire sprinkler equipment, should be immediately reported to your Community Office.

17. NO 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 (<https://unc.policystat.com/policy/6670196/latest/>) as well as the policies and procedures published on the Department's website.

18. SUBLEASE/RENT.

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

19. 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's 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's 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 any other applicable University Policies.

20. 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's 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 received 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 may 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 break 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.

21. 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.

22. 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.

23. 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;
- (i) temporarily suspend or terminate the Contract at any time for any other legitimate reason as determined by the University in its sole discretion;
or
- (j) exclude immediately, without prior notice, any student whose continued residence 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.

24. 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 legitimate reason as determined by the University in its sole discretion.

Upon such termination, 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 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 6, 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.

25. UNIVERSITY HOUSING MAY CLOSE IF UNIVERSITY OPERATIONS OR ACTIVITIES ARE REDUCED OR SUSPENDED.

To the extent the University, in its sole discretion, 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, University housing may also close during such periods.

26. SUSPENSION OF CONTRACT BY THE UNIVERSITY.

The University may temporarily suspend the Contract at any time for any legitimate reason, as determined by the University in its sole discretion, for reasons including but not limited to health, safety, or other emergency situations. . In such an event, a resident may be required to immediately leave 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. If the Contract is temporarily suspended, a resident must 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. Suspension of this Contract does not extend the Contract term. 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.

27. FORCE MAJEURE.

If, at any time during the term of this Contract, the University determines that closure of University housing facilities is necessary or advisable to preserve the health and safety of residents and the campus community due to a Force Majeure Event (defined below), the University may terminate or suspend this Contract or adjust the housing schedule referenced in Section 2 herein. The University shall not be responsible for any loss or damage to resident, and will not be deemed in default of this Contract as a result of any delay, failure to perform any of its obligations hereunder, or modification to accommodations due to any Force Majeure Event. Upon cessation of the Force Majeure Event, as determined by the University in its sole discretion, the Contract suspension will cease, and the Contract and all of its terms and conditions continue in full force and effect. A Force Majeure Event is defined as an event that is caused by, or due to, labor difficulties, fire, earthquake, flood, hurricane, tornado, or other significant weather event or natural disaster, civil tumult, strike, work stoppage, riot, rebellion, insurrection, 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, utility malfunction, loss of electricity, power, or water, interruption by government or court order (both federal and state), national, state, or regional emergency, or any other cause like or unlike any cause mentioned above, whether natural or man-caused, which is beyond the reasonable control or authority of the University.

In the event the University requires a resident to vacate University housing as a result of a Force Majeure Event, the resident will be responsible for removing all valuable personal items at that time.

28. 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.

29. WAIVER AT THE UNIVERSITY'S DISCRETION.

The University retains the sole discretion to waive any requirements of the Contract. Any waiver must be written and signed by a representative of the Department with the actual authority to approve the waiver.

30. 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.

31. 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.

32. 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.

33. 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.

34. 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.

35. RESIDENTS SUBJECT TO LAWS.

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

36. 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.

37. 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.