

# NC State University Housing

## Residence Halls, Wolf Village Apartments, Wolf Ridge, and Coastal Quarters at Morehead City

### 2017-2018 Agreement

#### 1.0 AGREEMENT:

NC State University Housing agrees to provide housing for the student in either a residence hall, in the Wolf Village Apartment complex, Wolf Ridge, or Coastal Quarters at Morehead City based upon established assignment criteria. The student indicates his/her acceptance of the terms of this Agreement via the student's electronic signature on the housing application or acceptance of the terms of the Agreement during the room selection process. Students under the age of 18 are required to have a parent/guardian complete and submit the parental approval form which is embedded in the housing application. Students completing a housing application are requesting to be assigned housing; once a student's assignment is visible to the student on MyPack Portal, the student is fully responsible for all terms of this Agreement including all associated charges.

#### 2.0 NOTIFICATION AND COMMUNICATION:

University Housing will send notices/correspondence to the student's NC State email account. If University Housing does not have a NC State email address for the student, University Housing will use the email address provided on the student's Housing Application. Because this Agreement is between the student and NC State, information related to the assignment, including but not limited to physical location of assignment, roommate information, the room change process, or housing appeal, will only be discussed with the student unless a parental waiver is completed for students under the age of 18. All housing assignments are posted in the student's MyPack Portal account. The assignment posted in MyPack Portal supersedes any assignment(s) communicated via email, over the phone, or otherwise by any representative of NC State. University Housing shall not be held responsible for not communicating an assignment to the resident outside of MyPack Portal.

#### 3.0 PERIOD OF AGREEMENT:

3.1 This Agreement is effective upon NC State's posting of the student's housing assignment in MyPack Portal and continues throughout the full ACADEMIC YEAR, unless otherwise noted below

Property Type	Period of Agreement
Residence Hall	Full Academic year (fall and spring)
Wolf Village	Full Academic year (fall and spring)
Wolf Ridge (3 and 4 Bedrooms units)	Full Academic year (fall and spring)
Wolf Ridge (Studio, 1 and 2 Bedroom units)	Full Academic year plus summer sessions (fall, spring, summer 1 and summer 2)
Coastal Quarters	Full Academic semester (spring, fall, summer 1 or summer 2)

3.2 Residents graduating must submit a housing cancellation request via mypack and vacate their assignment according to the closing schedule in section 3.3

3.3 Residents who wish to remain in Wolf Ridge after graduation may do so after May graduation only with the approval of University Housing under the following circumstances: Resident is (1) serving in a research capacity with an academic department, or (2) has an internship with a campus partner or local private company. Documentation satisfactory to University Housing must be received along with the request for housing accommodations post-graduation. Resident must register as a student intern with University Housing's Conference and Guest Services office to make payment arrangements. Residents will continue to be bound by all University and Housing policies. Residents will be required to vacate on or before August 1, 2018.

Facility	Period of Agreement	Break periods facility is closed	Fall Semester Closing and check out	Spring Semester Closing and check out
Residence Halls	August 11, 2017 – May 12, 2018 Should be 12	Thanksgiving Break, Winter Break, Spring Break. Refer to the NC STATE University Housing website for official closing and opening dates / times	Non graduating seniors: 24 hours after last final exam and no later than 10:00 am on December 14, 2017 Graduating Seniors: no later than 5:00 pm on December 15, 2017	Non graduating seniors: 24 hours after last final exam and no later than 10:00 am on May 10, 2018 Graduating seniors: no later than 5:00 pm on May 12, 2018
Wolf Village	August 11, 2017 – May 12, 2018	N/A	Non graduating seniors: 24 hours after last final exam and no later than 10:00 am on December 14, 2017	Non graduating seniors: 24 hours after last final exam and no later than 10:00 am on May 10, 2018

			Graduating Seniors: no later than 5:00 pm December 15, 2017	Graduating seniors: no later than 5:00 pm on May 12, 2018
Wolf Ridge	9.5 Month Agreement August 11, 2017 – May 12, 2018 12 month agreement August 11, 2017 – August 1, 2018	N/A	Non graduating seniors: 24 hours after last final exam and no later than 10:00 am on December 14, 2017 Graduating Seniors: no later than 5:00 pm December 15, 2017	9.5 month agreement: Noon May 12, 2018 12 month agreement: Noon, August 1, 2018 if not returning for Fall 2018
Coastal Quarters	August 11, 2017 – December 14, 2017  Or January 4, 2018 – May 10, 2018 Summer Dates TBA – based upon program need	N/A	Non graduating seniors: 24 hours after last final exam and no later than 10:00 am on December 14, 2017	Non graduating seniors: 24 hours after last final exam and no later than 10:00 am on May 10, 2018

#### Summer School Housing 2017

Facility	Period of Agreement	Semester Closing and Checkout
Wolf Village	Summer Session 1 May 16, 2017 – Friday June 23, 2017	No later than June 23 at Noon
Wolf Ridge	Summer Session 1 May 16, 2017 – Friday June 23, 2017	No later than June 23 at Noon
Residence Hall	Summer Session 2	No later than August 2 at Noon
Wolf Village	Summer Session 2 June 25, 2017 – August 2, 2017	No later than August 2 at Noon
Wolf Ridge	Summer Session 2 June 25, 2017 – August 2, 2017	No later than August 2 at Noon

#### 4.0 ELIGIBILITY FOR ON CAMPUS HOUSING:

- 4.1 Assignment priority for housing is given to full-time, matriculated, degree-seeking students. Undergraduate students must be enrolled for a minimum of twelve (12) credit hours per term and graduate students a minimum of nine (9) credit hours per term.
- 4.2 Non-degree and/or part-time students working toward a degree may be assigned based on available space.
- 4.3 Students failing to meet the minimum credit hour requirement for eligibility must complete a waiver request. The request may be granted at University Housing's discretion. The student will be notified by email.
- 4.4 Housing is available for all eligible students regardless of age, color, disability, gender identity, genetic information, national origin, race, religion, sex, sexual orientation, or veteran status.
- 4.5 At its sole discretion, NC State may deny housing to students who have been charged with or convicted of a felony or are a significant risk to the safety or health of the residential community.

**5.0 HOUSING COSTS:** Housing costs are billed by the University Cashier's Office for each term. Costs are subject to change annually. Payments must be made in accordance with Cashier's Office deadlines. Failure to make timely payment of housing costs may result in termination of this Agreement by NC State.

#### 6.0 ROOM ASSIGNMENTS:

- 6.1 Rooms shall be occupied only by the student(s) assigned to them by University Housing. Assignments are non-transferable. Subletting is not permitted. Occupancy is defined as the number of students assigned to a bedroom; residence halls are either single or double occupancy, Wolf Village and Wolf Ridge are all single occupancy bedrooms, Coastal Quarters are single or double bedrooms.
- 6.2 NC State makes assignments without regard to age, color, disability, gender identity, genetic information, national origin, race, religion, sex, sexual orientation, or veteran status.
- 6.3 Assignment priority is based on the date of receipt of the Housing Application and acceptance of the terms of this Agreement.

**6.4 Room/Roommate Preferences:** While University Housing strives to meet student requests for a preferred room, facility, or roommate, this Agreement does not guarantee such an assignment. If preferred space is not available, University Housing will assign the student to another available space on campus. Agreements will not be terminated and refunds will not be issued if preferred room, facility, or roommate requests cannot be granted.

**6.5 Vacancies:** University Housing reserves the right to assign students to all available bed spaces. If a vacancy exists in a double occupancy room, the student assigned to the room must maintain the room in a manner that would permit another resident to move in immediately and without prior notification. Failure to do so will result in the student's housing cost being adjusted to the private room rate for his/her facility.

**6.6 Room/Roommate Changes:** Assignment changes must be first approved by University Housing. Students wishing to change a room assignment or roommate must complete the room change request in MyPack Portal. Submitting a request does not guarantee that a change will be granted. Students changing assignments without permission from University Housing may be charged for an improper check out.

**6.7** University Housing may move residents for consolidation, disciplinary action, facility failure, or other reasons in response to unforeseen circumstances at its sole discretion.

**6.8 Room Consolidation:** Students living alone in double occupancy rooms may be required to consolidate to provide space for new assignments. In cases in which neither student wishes to move, priority is determined by (1) time living on campus, (2) enrollment by credit hours, and (3) receipt of initial Housing Application.

**6.9** Students moving from one University owned facility (residence hall/Wolf Village/Wolf Ridge/Greek Village/E.S King/Western Manor) to another University owned facility are bound to the applicable agreement/community standards/costs for the new facility assignment. Students may also be responsible for any applicable termination charges resulting from the assignment transfer.

**6.10** A qualified student with a disability who seeks a reasonable accommodation in housing must register with the Disability Services Office. The student should notify Housing by indicating the requested accommodation on his/her application or in a written request to the Housing Office. Once the information is received, it shall be reviewed with relevant NC State officials, as appropriate (e.g. Disability Services for Students, Student Health Services, the student's academic advisor, etc.) and the student shall be informed of the decision in writing.

## **7.0 ROOM DIMENSIONS:**

University Housing provides general measurements for each residence hall/apartment style on its website and in other printed materials. Because each building is unique, variations exist in room dimensions. University Housing recommends that students use measurements as a general guide only. Refunds, credits, room changes, or cancellations will not be granted because of variations in dimensions.

## **8.0 DAMAGE CHARGES:**

**8.1** Charges for loss or damage to rooms, suites, or apartments shall be assessed to the resident(s) of that room, suite, or apartment. Charges for loss or damages to common areas not assessed to a particular individual may be charged against the residential unit (floor, suite, apartment or building).

**8.2** Keys remain the property of NC State and must be returned when students move out of their rooms. Failure to return keys shall result in charges to the student to cover the cost of replacement.

**8.3** All residents are required to complete a room condition report (RCR) or apartment condition report (ACR) before moving into their assigned rooms. The student's signature on an the RCR/ACR on the day of check-in establishes the acceptance of the condition of the apartment/room and contents at the time of occupancy and, therefore, becomes the standard for the condition of the apartment/room at the termination of occupancy. The student is liable for the condition of the apartment and room furnishings that are assigned to him/her and shall reimburse NC State for all damage to or loss of these accommodations and furnishings, ordinary wear and tear expected. Students of an apartment/floor may also be required to share in the expense of repair or replacement of any property or cleaning in areas commonly used by the students. Housing shall assess charges against the student and he/she agrees to pay such damages to NC State upon demand. Housing shall determine the amount of such loss or damage, selection of repair method, and scheduling of repair, at its sole discretion.

## **9.0 ALTERATIONS:**

Students shall make no alterations or changes to rooms without the prior written approval of the Senior Associate Director of the respective residential area. Furniture from common areas, lounges, and study areas are not permitted in student rooms. All furniture provided by NC State must remain in the room for the duration of residency. Residents may not remove, store or trade furnishings from their assigned room.

## **10.0 RIGHT OF ENTRY:**

**10.1** NC State reserves the right to enter student rooms for the following reasons: take inventory, fire protection, sanitation, safety, maintenance, rule enforcement, inspection, make repairs, evaluate conditions that could affect the health or safety of residents, manage rooms in the event of an emergency, or for any other purpose in accordance with law and/or NC State policy. The student is not required to be present at the time of entry.

10.2 Wolf Village and Wolf Ridge apartments schedule an annual deep cleaning service for each apartment's common space. This is a mandatory cleaning service for all apartments. Residents are required to prepare the apartment for cleaning in accordance with University Housing guidelines. Charges are applied for the cost of rescheduling and personnel time required to complete the service.

**11.0 NC STATE'S LIABILITY:**

NC State has no responsibility for the loss, damage or theft of property belonging to or in the custody of the student for any cause whatsoever. Students are encouraged to carry personal property insurance. Failure of utility services shall neither render NC State liable for inconvenience to students or damage to property, nor reduce housing costs, nor relieve students of obligations under this Agreement. Utility services may be reduced or cut off during breaks and prolonged vacation periods.

**12.0 TERMINATION OF AGREEMENT BY NC STATE:**

12.1 NC State reserves the right to terminate this Agreement and take possession of the room at any time for violation of this Agreement, applicable community standards, the Code of Student Conduct, and/or for reasons of order, health, safety, discipline, academic deficiency, disciplinary suspension or dismissal, or when the resident exhibits disruptive behavior.

12.2 Students whose Agreement is terminated by NC State are responsible for payment of all housing costs associated for the term in which the violation occurred.

12.3 NC State has zero tolerance for illegal drug use in any campus residential facility. NC State may terminate this Agreement for any resident found responsible or guilty of possessing or using illegal drugs.

12.4 NC State allows a maximum of forty-eight (48) hours to vacate and check out of the facility.

12.5 NC State may terminate this Agreement on an interim basis, in which case the student shall be responsible for housing costs during the interim termination period. Students whose agreement is terminated on an interim basis must vacate the facility and surrender all keys, fobs, or other access devices.

12.6 Following NC State's termination of this Agreement, students must follow all check out procedures and, upon vacating the facility, must surrender all keys, fobs, or other access devices.

12.7 **Academic Suspension:** University Housing will contact suspended students by phone and email. The student will have three (3) business days to inform the Assignment's office of any errors or issues that may be cause for reinstatement. Students failing to respond by the deadline will have their current and future housing assignment / application terminated. Appropriate termination charges shall apply. Students missing the deadline may request to have their applications re-activated and placed on the waiting list.

**13.0 TERMINATION OF AGREEMENT BY STUDENT:**

13.1 The student may terminate this Agreement by completing the online Pending Cancellation Form in MyPack Portal. Appropriate termination charges shall be assessed. All termination fees are in effect once a student's assignment is posted to MyPack Portal. Only University Housing may process an on-campus housing termination. Failing to move into a residential facility does not release the student from this Agreement.

13.2 There is no termination charge if a resident finds another student (not a current resident or student who has completed a housing application) who meets eligibility requirements to buy out the remainder of the Agreement.

13.3 Daily cancellation charges are calculated by dividing housing costs by the number of days (first day of check-in through last day of class) per term.

13.4 The student pays only daily charges if this Agreement is cancelled for one of the following reasons: Co-op, Internship, National Student Exchange, International Student Exchange Program, non-registered, official withdrawals, or academic suspensions.

Date Ranges	Wolf Village, Residence Halls, and Coastal Quarters	Wolf Ridge 9.5 month agreement	Wolf Ridge 12 month agreement
<b>Fall Term - New and Returning Students</b>			
Through 11:59 pm May 12, 2017	15% of Fall Balance	15% of Fall Balance	15% of Fall Balance
5/13 - 11:59 pm 6/30/2017	25% of Fall Balance	25% of Fall Balance	25% of Fall Balance
7/1 - 11:59 pm 7/31/2017	50% of Fall Balance	50% of Fall Balance	50% of Fall Balance
8/1 and after	50% of remaining agreement (Fall and Spring)	50% of remaining agreement (Fall and Spring)	50% of remaining agreement (Fall and Spring)
Spring Term - returning	50% of remaining agreement	50% of remaining	50% of remaining agreement

residents	(Spring)	agreement (Spring)	(Spring, Summer 1 and Summer 2)
<b>Spring Term – new residents (without a fall assignment)</b>			
Though 11:59 pm 12/1	25% of remaining agreement (Spring)	25% of remaining agreement (Spring)	25% of remaining agreement (Spring, Summer 1 and Summer 2)
12/2 and after	50% of remaining agreement (Spring)	50% of remaining agreement (Spring)	50% of remaining agreement (Spring, Summer 1 and Summer 2)
<b>Summer 1 New and Returning</b>			
Through 11:59 pm 5/11	25% of remaining agreement (Summer 1)	25% of remaining agreement (Summer 1)	25% of remaining agreement (Summer 1 and Summer 2)
5/12 and after	50% of remaining agreement (Summer 1)	50% of remaining agreement (Summer 1)	50% of remaining agreement (Summer 1 and Summer 2)
<b>Summer 2 New and Returning</b>			
Through 11:59 pm on 6/15	25% of remaining agreement (Summer 2)	25% of remaining agreement (Summer 2)	25% of remaining agreement (Summer 2)
6/16 and after	50% of remaining agreement (Summer 2)	50% of remaining agreement (Summer 2)	50% of remaining agreement (Summer 2)

#### 14.0 GREEK VILLAGE WAIVER:

NC State agrees to suspend the resident's obligation to this Agreement if the student moves into a fraternity or sorority house in NC State's on-campus Greek Village. The resident and Fraternity and Sorority Life must provide documentation that the resident will reside in Greek Village. Students will continue to be charged daily rates until the resident completes the check-out process for his/her residence hall or apartment. This provision does not apply to students moving into off-campus fraternity or sorority houses, who will be charged a cancellation charge.

#### 15.0 FACILITY STANDARDS AND GUIDELINES:

15.1 Residential facilities are reserved for the exclusive use of residents, invited guests, and authorized University Personnel.

15.2 Residents are responsible for the behavior of their guests.

15.3 Students are responsible for reporting all maintenance issues immediately through the online work order system or contacting facility staff.

15.4 Common areas, including but not limited to lounges, lobbies, and study areas, are reserved for the use of facility residents, and therefore no resident may store personal items in these spaces.

15.5 Students shall not conduct a business, sales or fundraising endeavors in residential facilities. See <http://policies.ncsu.edu/regulation/reg-07-25-12>.

15.6 Community standards and guidelines are published on the University Housing website. Student compliance with these guidelines is a material term and condition of this Agreement. Failure to adhere to the written instructions from Disciplinary Conferences, Housing Conduct Board actions, or to comply with the reasonable directives of NC State officials may be deemed a violation of University Housing guidelines and grounds for termination of this Agreement. NC State may make changes in University Housing guidelines, as deemed necessary in its sole discretion, in the interest of health, safety, discipline or educational purposes, and students shall abide by such changes.

#### 16.0 Pets

With the exception of fish (limited 10 gallon tank), no pets or animals of any kind shall be permitted in residential facilities. Should an animal be discovered in a residential facility, the animal shall be removed immediately and resident shall be responsible for all damages resulting from the animal, including the costs to replace carpeting and flooring. Notwithstanding anything herein to the contrary, service animals and emotional support animals are permitted in residential facilities in accordance with the Americans with Disabilities Act and Fair Housing Act, provided that residents first register such animals with the NC State Disability Services Office and complete the University Housing registration form located on the University Housing web site.

#### 17.0 Internet Service

16.1 Students are permitted to install Personal Wireless Access Points in facilities where wireless is not provided by the University. For additional information regarding wireless access, please refer to: <https://oit.ncsu.edu/resnet/wireless-config>.

##### RESNET SERVICE (Residence Halls, Wolf Village, Ridge):

16.2 A student's completion of the Housing Application also binds the student to the ResNet internet service agreement and signifies that the student has received, read, and accepted all conditions, terms, and policies contained in the ResNet Agreement. By accepting a housing

assignment, the student authorizes ResNet to charge the student's account for ResNet service. For additional information regarding ResNet, please refer to <http://oit.ncsu.edu/resnet/terms-and-conditions>.

#### **Internet Service (Coastal Quarters)**

16.3 A student's completion of the Housing Application also binds the student to the locally provided internet service. For additional information regarding the internet network use policy, please refer to <http://oit.ncsu.edu/resnet/terms-and-conditions>.

#### **18.0 EXCEPTIONS TO ANY PROVISION OF THIS AGREEMENT:**

NC State retains the discretion to waive any requirements of this Agreement. To request an exception, the student should complete an Appeal Request available at <http://www.housing.ncsu.edu/agreements>. The student will be informed of the decision by email. Contact University Housing: Phone: (919) 515-2440, email: [housing@ncsu.edu](mailto:housing@ncsu.edu), Fax: (919) 831-3542. Exceptions may be issued in writing through this waiver process, but no statement made by NC State University or its agents shall be construed as a waiver of any term or condition of this Agreement.

#### **19.0 PHOTO RELEASE:**

19.1 The student hereby grants NC State permission to record the student's participation and appearance on videotape, audiotape, film photograph or any other medium; use the student's name likeness, voice and biographical material in connection with such recordings; exhibit or distribute such recordings in whole or in part without restrictions or limitation for any legal purpose, including without limitation educational or promotional purpose, which NC State and those acting pursuant to its authority deem appropriate; and copyright such recordings in its own name or to publish, to market and to assign without consideration, compensation or report to the student.

19.2 The student hereby waives any right to inspect or approve the finished electronic, photograph, or printed matter that may be used in conjunction with them now or in the future.

19.3 The student expressly releases NC State, its agents, employees, licensees and assigns from any and all claims which the student may have for invasion of privacy, right of publicity, defamation, copyright infringement, or any other causes of action arising out of the use, adaptation, reproduction, distribution, broadcast or exhibition of such recordings.

#### **20.0 SEVERABILITY:**

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

#### **21.0 NOT A LEASE:**

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