

# North Carolina State University

## 2020-2021 Housing Agreement

### 1.0 AGREEMENT:

NC State University Housing agrees to provide housing for the residents in either a residence hall, in Wolf Village Apartments, Wolf Ridge Apartments, ES King Village, Western Manor or Coastal Quarters at Morehead City based upon established assignment criteria. The applicant indicates their acceptance of the terms of this Agreement via their electronic signature on the housing application. 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. Applicants completing a housing application are requesting to be assigned housing. Once an applicant is assigned to housing, accepts a housing offer or selects a space during the annual room selection process (as an individual or as part of a roommate group), the applicant is fully responsible for all terms of this Agreement including all associated charges.

Employees or students with families applying to live at ES King or Western Manor – all additional occupants must comply with all the terms of this Agreements and the NC State Community Standards.

### 2.0 NOTIFICATION AND COMMUNICATION:

University Housing will send notices/correspondence to the resident's NC State email account. If University Housing does not have a NC State email address for the resident, University Housing will use the email address provided on the resident's Housing Application. Because this Agreement is between the resident 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 resident unless a parental waiver is completed for students under the age of 18. All housing assignments are posted in the resident'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 once an applicant is assigned to housing, accepts a housing offer or selects a space during the annual room selection process (as an individual or as part of a roommate group) and continues throughout the full ACADEMIC YEAR (fall and spring), unless otherwise noted. An academic year is defined as the fall and spring semester, not inclusive of summer terms.

3.2 ES King Village and Western Manor agreements are for the full academic year with the option to extend through the summer based on space availability and eligibility.

3.3 Coastal Quarter agreements are on a semester basis unless prior arrangements have been made with University Housing.

3.4 Residents who are graduating, participating in a study abroad program, participating in a co-op, who will be withdrawing from the university or employees who are no longer employed by NC State must submit a housing cancellation request via MyPack Portal and vacate their assignment according to the closing schedule on the University Housing website – [Important Housing Dates](#)

### 4.0 ELIGIBILITY FOR UNIVERSITY 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 Students currently residing in University Housing who are approved by the University to drop to part-time status may be allowed to remain in University Housing. Approval to remain in housing must come from the Director for Administration and Occupancy Management in University Housing and/or their designee

4.3 Non-degree and/or part-time students working toward a degree may be assigned based on available space.

4.4 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.

4.5 Housing is available for all eligible applicants regardless of age, color, disability, gender identity, genetic information, national origin, race, religion, sex, sexual orientation, or veteran status.

4.6 At its sole discretion, NC State may deny housing to applicants who have been charged with or convicted of a felony or are a significant risk to the safety or health of the residential community.

4.7 To be eligible for housing employees must be identified in the University Human Resources payroll system as .5 FTE or greater, active Research Scholars, or Post-Doctorate. Employees are only eligible to apply for housing at ES King Village or Western Manor.

## 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 University, resulting in immediate removal from the housing facility. Students and employees have the option to pay monthly by setting up a payment plan with the University Cashier's Office.

## 6.0 ROOM ASSIGNMENTS:

6.1 Rooms shall be occupied only by the residents(s) assigned to them by University Housing.

6.2 Assignments are non-transferable. Subletting is not permitted.

6.3 Occupancy is defined as the number of people assigned to a bedroom; residence halls are either single or double occupancy, Wolf Village and Wolf Ridge are all single occupancy bedrooms, ES King Village, Western Manor and Coastal Quarters are single or double bedrooms.

6.4 Students or employees assigned to ES King Village or Western Manor may have a spouse and/or legal dependents assigned to the apartment with prior approval from University Housing.

6.5 NC State makes assignments without regard to age, color, disability, gender identity, genetic information, national origin, race, religion, sex, sexual orientation, or veteran status.

6.6 Assignment priority is based on the date of receipt of the Housing Application and acceptance of the terms of this Agreement.

6.7 **Room/Roommate Preferences:** While University Housing strives to meet resident's 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.

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

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

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

6.11 A qualified student with a disability who seeks a reasonable accommodation in housing must register with the Disability Resources Office. The student should notify Housing by indicating the requested accommodation on his/her application or in a written request to the Housing Office by May 17 for the fall semester and November 2 for the spring semester. Applications submitted after these dates will be considered, however, NC State University cannot guarantee that it will be able to meet late applicants' accommodation needs, including any needs that develop during the semester. Once the information is received, it shall be reviewed with relevant NC State officials, as appropriate (e.g. Disability Resources Office, Student Health Services, the student's academic advisor, etc.) and the student shall be informed of the decision in writing.

## 7.0 Vacancies

7.1 University Housing reserves the right to assign residents to all available bed spaces. If a vacancy exists in a double occupancy room, the resident assigned to the room must maintain the room in a manner that would permit another resident to move in immediately and without prior notification.

7.2 Residents who engage in conduct designed or intended to dissuade or intimidate another resident from moving into a room or who otherwise attempt to manipulate the housing assignment process may be subject to referral to the Office of Student Conduct.

7.3 Consolidation – University Housing reserves the right to consolidate residents without roommates in order to create housing options for incoming residents and returning residents and to maximize the use of available spaces in housing.

## 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 residents move out of their room, suites or apartments. Failure to return keys shall result in charges to the resident to cover the cost of replacement.

8.3 Upon check-in, residents must report room damages, if any, within 48 hours by submitting a Work Request. Otherwise, residents will be

charged for damages noted at check-out that were not reported at check-in. Residents are liable for the condition of their rooms and room furnishings that are assigned to them and shall reimburse NC State for all damage to or loss of these accommodations and furnishings, ordinary wear and tear excepted. Residents 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 residents. Housing shall assess charges against the resident and the resident 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:**

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

#### **10.0 RIGHT OF ENTRY:**

**10.1** NC State reserves the right to enter rooms or apartments 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 resident is not required to be present at the time of entry.

**10.2** University Housing may enter a room or apartment if a roommate/apartment mate moves out to inspect for damages/loss and to ensure space is available for a new occupant.

**10.3** 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 resident for any cause whatsoever. Residents are encouraged to carry personal property insurance. Failure of utility services shall neither render NC State liable for inconvenience to resident or damage to property, nor reduce housing costs, nor relieve residents 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 or apartment 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, failure to meet eligibility requirements or when the resident exhibits disruptive behavior.

**12.2** Residents whose Agreement is terminated by NC State are responsible for payment of all housing costs associated for the term in which the violation occurred and any other previous housing balances.

**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. When a resident changes rooms, withdraws, or is separated from the university or its residences for any reason, the resident will remove all personal belongings from the university premises, vacate the residence and return key(s) within 48 hours.

**12.5** NC State may terminate this Agreement on an interim basis, in which case the resident shall be responsible for housing costs during the interim termination period. Residents 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, residents 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 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.

**12.8** The action of termination of the Agreement by NC State cannot be appealed.

**13.0 TERMINATION OF AGREEMENT BY RESIDENT:**

13.1 The resident may terminate this Agreement by completing the online Cancellation Request Form in MyPack Portal. Appropriate termination charges shall be assessed. All termination fees are in effect once an applicant is assigned to housing, accepts a housing offer or selects a space during the annual room selection process (as an individual or as part of a roommate group). Only University Housing may process an on-campus housing termination. Failing to move into a residential facility does not release the resident from this Agreement.

13.2 The resident pays 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, academic suspensions or employment ends.

13.3 Cancellation Fees. Residents who select housing through a manual or on-line housing process, or are part of a roommate group during an online room selection process, have 24-hours from the time of the selection or acceptance of housing to cancel their housing assignment without penalty. Cancelling a housing selection during any part of the Room Selection Process removes the resident from the Room Selection Process for that year. The cancellation policy does not apply to freshman housing assignments because of the Freshmen Residency requirement. Cancellation fees are assessed as follows:

<b>Fall Cancellation Fees – Residents</b>	
<b>Date Range</b>	<b>Cancellation Fee</b>
Prior to May 31	\$300 Cancellation Fee
Between June 1 and June 30	\$400 Cancellation Fee
Between July 1 and July 31	\$500 Cancellation Fee
On or After August 1	\$700 Cancellation Fee
If cancelling after the start of the housing term, residents will also be charged a prorated amount until they officially check out of housing and return their keys	

<b>Residents on a spring only University Housing agreement who cancel their agreement will be charged a cancellation fee based on the following schedule.</b>	
<b>Date Range</b>	<b>Cancellation Fee</b>
Through November 30	\$300 Cancellation Fee
Between December 1 and December 31	\$400 Cancellation Fee
On or after January 1	\$700 Cancellation Fee
If cancelling after the start of the housing term, residents will also be charged a prorated amount until they officially check out of housing and return their keys	

<b>Summer 1 Cancellation Fees</b>	
<b>Date Range</b>	<b>Cancellation Fee</b>
Through April 30	\$200 Cancellation Fee
On or After May	\$400 Cancellation Fee
<b>Summer 2 Cancellation Fees</b>	
Through June 14	\$200 Cancellation Fee
On or After June 15	\$400 Cancellation Fee
If cancelling after the start of the housing term, residents will also be charged a prorated amount until they officially check out of housing and return their keys	

**14.0 GREEK VILLAGE WAIVER:**

NC State agrees to suspend the resident's obligation to this Agreement if the resident 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. Residents will continue to be charged daily rates until the resident completes the check-out process for their residence hall or apartment. This provision does not apply to residents 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 Residents 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 breezeways, stairwells, stairwell landings, lounges, lobbies, and study areas, are maintained by University Housing and must remain clear and unobstructed therefore no resident or guest may store personal items in these spaces.

15.5 Residents 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. Resident compliance with these guidelines, the current edition of the Student Handbook, and the Code of Student Conduct is a material term and condition of this Agreement. Failure to adhere to the aforementioned guidelines and regulations, 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.

15.7 Residents are responsible for the security of their assigned space and are encouraged to keep their room doors locked when they are away from the room/apartment or sleeping, and are discouraged from leaving guests unattended in their room/apartment.

15.8 Residents should make appropriate arrangements for the disposal of large personal items and not leave items in or around trash dumpsters or recycling containers that could impede access.

#### 16.0 INTERNET SERVICE:

16.1 Residents 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://wifi.ncsu.edu/>.

16.2 **RESNET SERVICE (Residence Halls, ES King Village, Wolf Village, Wolf Ridge):** A resident's completion of the Housing Application also binds the resident to the ResNet internet service agreement and signifies that the resident has received, read, and accepted all conditions, terms, and policies contained in the ResNet Agreement. By accepting a housing assignment, the resident authorizes ResNet to charge the student's account for ResNet service. For additional information regarding ResNet, please refer to <https://oit.ncsu.edu/my-it/resnet/terms-and-conditions/>

16.3 **Internet Service (Western Manor and Coastal Quarters):** A resident'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 <https://oit.ncsu.edu/my-it/resnet/terms-and-conditions/>.

#### 17.0 EXCEPTIONS TO ANY PROVISION OF THIS AGREEMENT:

NC State University retains the discretion to waive any requirements of this Agreement.

#### 18.0 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.

#### 19.0 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.

#### 20. COVID-19

NC State and resident acknowledge the ongoing possibility of restrictions for on-campus housing due to the COVID-19 virus. Notwithstanding anything in this Agreement to the contrary, NC State may adjust the agreement schedules contained in Section 3.5 or temporarily close housing facilities as necessary in NC State's sole discretion to preserve the health and safety of residents and the campus community. NC State's total liability in such cases shall be limited to issuing pro rata refunds or credits for such periods that residents are prohibited from residing in university housing unless otherwise directed by the UNC System.

In the event NC State requires resident to vacate university housing, resident will be responsible for removing all valuable personal items at that time. In certain circumstances, NC State may remove possessions and/or furnishings from housing units in order for those units to be used for other emergency purposes. NC State will not be responsible for loss or damage to resident's personal items that must be moved and stored in such instances.

1. Employees residing in ES King Village or Western Manor

a. **Payroll Deduction:** If a resident is an employee of NC State and is identified in the University Human Resources payroll system as .5 FTE or greater and paid monthly, rent and all associated charges (i.e. ResNet, laundry, and applicable furniture rental charges) will be automatically deducted from the resident's monthly paycheck.

- b. **Employment termination or separation:** Once a resident's employment with NC State ends, the resident will remove all personal belongings from the university premises, vacate the residence and return key(s) within forty-eight (48) hours of their termination or separation from the University.

2. Utilities

- a. Residents understand and agree to pay all utilities not provided by NC State.
- b. NC State is not liable for any suspension or interruption in any utilities or other services.
- c. Residents are responsible for establishing utility accounts in their name within five (5) working days of the resident first taking possession of the apartment.
  - i. For ES King Village; NC State pays water, sewer, garbage, cable TV and gas in the studio apartments. The resident is responsible for paying electricity, internet, laundry and gas in the 1 and 2 bedroom apartments.
  - ii. For Western Manor, NC State pays water, sewer, garbage, cable TV, and internet. The resident is responsible for paying electricity and laundry.