

2009-2010

Contract for Residential Services Housing & Residence Life

Contract for Residential Services: 2009-2010

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Part I. General Information and Application Procedures

The University of North Carolina at Charlotte (hereinafter, "UNC Charlotte" or "the University") provides available housing accommodations to eligible applicants regardless of race, age, religion, sexual orientation, national origin, or physical disability. Wheelchair accessible housing is available as detailed below.

This Contract for Residential Services (hereinafter, the "Contract") sets forth rights and responsibilities of the student and UNC Charlotte in connection with housing, dining, telephone, cable television, and Internet access. The Contract is for the entire 2009-2010 academic year (Fall and Spring semesters) and is between UNC Charlotte and the student whose name appears on the written or electronically submitted Application for Housing (hereinafter, the "Application"). If the Application was submitted online and the applicant is under the age of 18, the Parent/Guardian Signature Form must be signed and returned in order to complete the application process.

As referenced in the balance of this document, a "Completed Housing Application" consists of: a complete written or electronically submitted Application for Housing form; the payment of a deposit (U.S. funds only); and, if applying online AND under the age of 18, a completed Parent/Guardian Signature Form.

Nyumba Student Gateway

The Nyumba Student Gateway is the Department of Housing and Residence Life's online information system. You will use this system throughout your stay with us for everything from applying for housing to reporting a leaky shower. It is also used to apply for Learning Communities, Greek Life, and Meal Plan related services.

For more information about the Nyumba Student Gateway, please visit our website and the Nyumba Answer Center at www.housing.uncc.edu/nac.

Please be aware of the following information as you apply for these services.

Freshman Applicants

Newly entering freshmen are permitted to live in most residential facilities but are discouraged from requesting to live in on-campus apartments. Freshmen requesting such an assignment should realize that the chances of being assigned to an apartment are extremely small and that, should an apartment assignment be possible, there is a strong likelihood that the others in the apartment will be upper-class students. First semester freshmen are not allowed to live in Greek Village and only freshmen who meet the age requirements will be allowed to live in Graduate/Non-Traditional student housing.

Roommate Requests

Insofar as possible and as space permits, every effort is made to honor requests for a specific housing assignment and/or mutual roommate requests. Roommate requests must be mutual and all roommates must have Completed Housing Applications on file at the time the housing assignment is made.

If you are submitting a roommate request using the paper based Application, you must include the correct UNC Charlotte Student Identification Number(s) and name(s) in the spaces provided. If you are submitting a roommate request via the online Application, you must enter the correct UNC Charlotte Student Identification Number(s) on the roommate matching screen. The University will not accommodate roommate requests based upon a preference of a certain race, age, religion, sexual orientation, national origin, or disability.

Application Timeline and Waiting List

Prospective residents begin submitting Applications on December 1, 2008. Students who submit a Completed Housing Application by 11:59 PM (EST) on June 1, 2009, are granted priority status. Students who apply for housing after the priority status window and/or after all available spaces have been filled will be placed on a waiting list according to the date the Completed Housing Application was received by the Department of Housing and Residence Life.

Physically Disabled Students

The University has housing facilities designed specifically for wheelchair users. Students utilizing wheelchairs who receive housing space confirmation have priority in assignment to those wheelchair-accessible facilities as long as such space is available. It is extremely important that the Completed Housing Application be received by the general priority deadline so that this priority can be exercised. Students who utilize a wheelchair will be considered for priority status on the basis of:

1. The date the Completed Housing Application was received by the Department of Housing and Residence Life; and
2. The degree of utilization of wheelchair-equipped facilities as compared to the proportion of wheelchair users who apply.

In order to be assigned to a wheelchair-accessible housing space, documentation regarding the disability and special need for accommodations must be submitted to the Office of Disability Services. Such documentation must be submitted to the Office of Disability Services prior to or at the same time that the Application is submitted to the Department of Housing and Residence Life. **In order to receive priority status for the Fall semester, all documentation must be received by June 1, 2009. If applying for the Spring semester, all documentation must be received by December 1, 2009.**

Students who have received Fall semester wheelchair-accessible housing space shall have priority for the Spring semester. The availability of wheelchair-accessible housing for applicants applying only for Spring semester cannot be guaranteed; availability depends on whether cancellations for such units are received for the Spring semester. Documentation regarding the disability and special need for accommodations must be submitted to the Office of Disability Services for Spring semester housing in order for the assignment to be made.

The University does not provide personal attendant care or personally prescribed devices for students with disabilities. Personal attendants are not permitted to access University-operated housing except as set forth in the Resident Handbook's policies regarding guests, unless the student has made the necessary arrangements with Housing and Residence Life and provides the necessary documentation. Arrangements for the provision of attendants are entirely the responsibility of the individual student and should be established well in advance of the time such services are to begin. If the student has provided documentation to the Office of Disability Services that a personal attendant is necessary for the student such that the personal attendant will need access to University-operated housing, then the student must provide adequate certification as required by the University regarding the attendant's background, including, but not limited to criminal background checks as set forth by the University. Such documentation should be provided to the Department of Housing and Residence Life by August 1, 2009 for Fall Semester and by January 1, 2010 for Spring semester. If the student is unable to provide such documentation by those dates, the student should contact the Department of Housing and Residence Life to ask for an extension.

Forms for providing this attendant background information may be downloaded from the Department's website (www.housing.uncc.edu). Failure to provide such certification and to update the certification within twenty-four (24) hours of the assignment of a new personal attendant will result in the University's inability to permit the attendant to have access to residential space and will constitute a breach of this agreement which could result in cancellation of the student's Contract.

A list of local agencies that provide personal care attendants can be found on the Office of Disability Services' website at: www.ds.uncc.edu.

Questions

Should you have additional questions about on-campus housing at UNC Charlotte, please contact the Department of Housing and Residence Life at (704) 687-7501. You may also reach the Department by fax at (704) 687-4301, by e-mail at housing@uncc.edu, through the Nyumba Student Gateway's messaging service, or by visiting our website at www.housing.uncc.edu. Information of a personal or confidential nature should never be sent via e-mail.

Part II. Terms and Condition of the 2009-2010 Contract

A. Introduction. This Contract sets forth specific rights and obligations related to student residence at UNC Charlotte. The student and UNC Charlotte recognize and agree that Housing and Residence Life is one aspect of a larger set of relationships between student and University. The student agrees to abide by all University policies, regulations, and administrative requirements as a condition of retaining the right to reside on campus. The University reserves the right, through appropriate authorities, to change its policies as necessary to maximize achievement of University goals.

B. Eligibility. This Contract grants a license for secondary temporary use of campus residence facilities and services by the student in connection with the pursuit of a university education and confers no residence rights on any person who is not a student in good standing at UNC Charlotte. Only those students registered for classes at UNC Charlotte are eligible to obtain the license conferred by the Contract.

C. Applicability. The requirements of this Contract apply to all students, regardless of the type of housing supplied (highrise room, suite, apartment, or Greek Village room). The Contract obligates the student to pay full charges for residential services for the academic year (or for the remainder of the academic year if the Contract is entered into after the start of the semester) unless the Contract is cancelled in accordance with paragraph U.

D. Duration of Contract. This Contract becomes effective after the Completed Housing Application is received by the Department of Housing and Residence Life.

For the purposes of this Contract, a "signed contract" is created when a paper Application is submitted containing either the student's or guarantor's written signature in the correct space. Online Applications are governed by the Electronic Signatures in Global and National Commerce Act ("E-Sign") (15 U.S.C. § 7001). Under the provisions of E-Sign, students (over the age of 18) may digitally sign their Contract for Residential Services with the Department of Housing and Residence Life. The digital signature is applied when a student logs into the Nyumba Student Gateway system and types his or her name or mark in the appropriate signature field on the electronic Application.

The Contract is for two academic semesters (Fall 2009 and Spring 2010) and expires at 12:00 noon on the day following the student's last final exam for Spring 2010 but no later than 12:00 noon on Friday, May 14, 2010. The student agrees to pay \$100.00 for each day or part of day in residence beyond that date as outlined in paragraph S.

E. Entire Agreement Modification. The terms and conditions set forth in this Contract shall constitute the entire agreement between UNC Charlotte and the student with respect to residential services. This Contract may not be modified except in writing by the Associate Vice Chancellor and Director of Housing and Residence Life.

F. Period of Occupancy. UNC Charlotte will provide campus housing for the 2009-2010 academic year (or the balance thereof) to the student whose signature appears on the Completed Housing Application beginning on Friday, August 21, 2009, at 9:00 AM. The period of occupancy ends at 12:00 noon on the day following the last day of the student's final exam schedule for the spring semester but no later than 12:00 noon on Friday, May 14, 2010.

Under rare circumstances and only in connection with specific University programs, the student may be granted approval to move into University housing before the period of occupancy outlined above. If approved for early arrival, the student agrees that either the student or the Department sponsoring the student, if the Department has agreed to pay such cost, will be charged and shall pay for the additional cost of such early arrival at a rate of \$15.00 per day. Additionally, the student agrees that all other terms and conditions of this Contract apply during the period of early occupancy.

All campus housing remains open during the break between the Fall and Spring semesters to all continuing students who have contracts for the Spring semester. The period of occupancy for students who cancel housing contracts for the Spring semester ends at 12:00 noon on the day following the last day of the student's final exam schedule for the Fall semester (and no later than 12:00 noon on Friday, December 18, 2009).

All dates listed within this Contract are applicable to the 2009-2010 academic calendar as approved by the Executive Staff on March 31, 2008. If the academic calendar is revised after the release of this Contract, the Associate Vice Chancellor and Director of Housing and Residence Life may adjust the dates of occupancy and will communicate any changes by addendum which will be posted on the Department's website at www.housing.uncc.edu.

G. Assignment Control. The University's agreement is to provide residential services in University housing, but not a particular room, suite, or apartment, and the University reserves the exclusive right to determine the particular space to which the student is assigned. First semester freshmen are not allowed to live in Greek Village and only freshmen who meet the age requirements will be allowed to live in Graduate/Non-Traditional student housing. The student is not permitted to assign or exchange space assignment given by the University, nor to assign any other right created by this Contract to any other person or organization. To avoid vacancies resulting from late cancellation of this Contract by students, the University reserves the right to contract for housing with a slightly larger number of students than it has regular housing spaces available. Such overbooking may require that one extra student will be assigned to a room, suite, or apartment not normally intended for occupancy by the extra student; or that students may be temporarily placed in a Resident Advisor (student staff) unit. These assignments are intended to be temporary. The University will reassign the extra students to regular housing assignments as vacancies occur due to normal attrition. The student understands and specifically agrees that the University may, in its sole discretion, make such arrangements for a period not to exceed one semester and that such housing arrangements fulfill the University's obligation to provide housing accommodations under this Contract.

The consolidation policy was developed and is implemented to make the best use of residential space. In addition, it is intended to allow those students interested in having single rooms the opportunity to obtain them (when available), to allow for students not presently living together the opportunity to share double highrise rooms, and to be fair to those students who have already paid for single rooms. The consolidation policy is considered to be a condition to which residents agree when they sign the Contract; residents living in rooms by themselves (whether because a roommate cancelled housing, did not move in and/or moved to another room) should expect the consolidation policy to go into effect if a single room Contract has not been signed by the resident.

The Department of Housing and Residence Life requires any student identified as living alone in a designated double highrise room to take one of the following actions:

1. Move in with another resident living alone in a highrise double room (only freshman students may live in Moore or Sanford Halls) or move to any available suite or apartment; OR
2. Find another student to move into the highrise double room; OR
3. Claim the room as a single by signing a single room Contract addendum for the remainder of the academic year (single rooms cost more per semester and the charge begins from the date the single room Contract is signed); OR
4. Notify the Housing Assignments Office and request to be consolidated with another resident within the same building. The resident whose Completed Housing Application came in at the later date will be the student expected to move to the other student's room. The Housing Assignments Office will then notify each resident of his/her consolidation partner, which student is expected to move, and the date by which the move must be completed.

Failure to abide by the consolidation policy could result in additional charges for housing. The full text of the consolidation policy can be found on the Department's website, www.housing.uncc.edu.

Residents in Learning Communities, Greek Village, or other lifestyle areas may be required to sign a contact addendum specifying terms and conditions for program participation. Residents who fail to abide by the terms of the addendum, are removed from the program by program administrators, or voluntarily withdraw from the program may be required to relocate from their current assignment to another housing assignment as determined by the University.

H. Maintaining Eligibility. The student's residence rights under this Contract may be lost due to failure to meet academic requirements, the imposition of disciplinary sanctions, or cancellation of the Contract by the University after the student's breach of contract.

If the student is academically suspended, the student's Contract is immediately cancelled. If the suspended student submits an academically-based appeal and it is granted, the student is once again eligible to initiate a request for housing through submission of a Completed Housing Application. The University's ability to honor the request is based on availability of space.

No refund of housing charges will be made to the student if the student is dismissed for disciplinary action or breach of contract (see paragraph T).

The University reserves the right to exclude immediately, without prior notice, any student whose continued residence presents a substantial risk to the safety or health of self or other residents, or presents a reasonable likelihood of imminent substantial disruption of normal residential activities.

I. Housing Deposit and Payment of Residential Services Charges. A deposit of \$200.00 (U.S.) is required and due in full with each Application submitted. Students who are eligible to apply during the Return to Campus Living Period (February 2, 2009 through February 27, 2009) and have a valid \$100.00 deposit on-file are not required to submit any additional deposit amounts.

The student agrees to pay all semester charges for residential services when billed. Checks should be made payable to UNC Charlotte. An installment payment plan is available through the Office of Student Accounts, which can be reached at: (704) 687-2215.

Note: If any Financial Aid has been awarded to the student it will automatically be applied toward the student's account balance, including residential charges.

Semester Housing Fees

The 2008-2009 housing rates are listed below for comparison purposes only. Please note that these rates are subject to change prior to the 2009-2010 academic year.

Housing fees include rent, utilities, local phone service, TV cable service, Miner Movie Channel subscription, Internet service, and Resident Students Association membership. Resident Students Association membership is NOT included in the Greek Village rate, however a separate Parlor Fee may apply. The deposit is NOT applied toward payment of fees. It is refunded only after the student has left the Housing and Residence Life system and only if the student has met all financial obligations to the University.

Highrise and Suite Housing (per semester)
 Highrise Halls include: Holshouser, Moore, Sanford, and Scott

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| Highrise double room | \$1,643.00 |
| Highrise single room | \$2,391.00 |
| Cedar, Hickory, and Sycamore Hall suites | \$1,996.00 |
| Hawthorn Hall suites | \$2,066.00 |
| Oak Hall suites | \$2,168.00 |
| Witherspoon Hall suites | \$2,261.00 |
| Laurel Hall 2 person suites | \$2,501.00 |
| Laurel Hall 4 person suites | \$2,300.00 |
| C.F. Lynch Hall 4 person / 4 bedroom suites | \$2,406.00 |
| C.F. Lynch Hall 4 person / 2 bedroom suites | \$2,296.00 |
| Greek Village | \$2,418.00 |

All residents of highrises and suites must select a meal plan (except for the residents of Greek Village and Laurel Hall). Fees for meal plans are separate from housing fees and are determined by the meal plan selected.

Apartment Housing (per semester)

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| Hunt Village | \$2,085.00 |
| Martin Village | \$2,119.00 |
| Phase III Apartments | \$2,239.00 |
| Elm, Maple, and Pine Halls | \$2,371.00 |
| Witherspoon Hall Apartments | \$2,506.00 |
| Laurel Hall Apartments | \$2,506.00 |

Because apartments have kitchens, meal plans are not required. However, apartment residents may elect to purchase any of the meal plan options offered.

J. Limitation on University Liability. UNC Charlotte shall have no responsibility for loss of, or damage to, student's personal property anywhere in the residential facilities, whether by fire, theft, or otherwise, or for direct or consequential damages arising from loss of, or any interruption of, any utility service provided by UNC Charlotte or any other person or organization in connection with residence services. The student assumes all risk of all such loss. Insurance against such loss is the student's responsibility; a parent's homeowner's or renter's insurance policy may provide coverage. A supplemental renter's insurance policy covering campus residence is strongly recommended.

K. Room Entry by University Officials. The student agrees that University officials may enter the student's room during the period of occupancy in accord with the University's Administrative Room Entry and Search Procedures, available in the offices of the Department of Housing and Residence Life, Scott Hall.

Note: Authorized University personnel or agents may enter students' apartments, suites, or rooms without student consent to respond to emergency situations, to halt the disruption of university operations, to conduct general and routine inspections for health, safety, and building maintenance purposes, and/or to carry out necessary cleaning, maintenance, or repair of the building, utilities, telephone, cable and/or Internet services.

L. Events Constituting Breach of Contract by Student. The student specifically understands and agrees that any of the following constitutes a breach of this Contract:

1. Possessing firearms anywhere in the residential area.
2. Intentionally setting a fire; intentionally causing any false fire alarms; vandalizing or tampering with any fire alarm or fire protection equipment; violating requirements concerning the use of certain electrical equipment and/or appliances.
3. Abusing or misusing elevator equipment.
4. Intentionally throwing or dropping objects from windows or balconies in any residence hall, suite, or apartment.
5. Intentionally standing, sitting, or walking on window ledges or balcony railings; intentionally placing objects on the window ledges or balcony railings that might fall and injure someone below.
6. Intentionally passing any part of the body through the window; intentionally climbing in or out of any window for the purpose of entering or exiting a room.
7. Possession or use of any controlled substance identified in Schedule I and II of the N.C. General Statutes 90-89 and 90-90.
8. Failing to maintain enrollment status at UNC Charlotte throughout the period of occupancy.
9. Failing to pay charges for residential services when due.
10. Failing to claim room by 5:00 p.m. on the day before the first official day of classes. A student who fails to claim his/her room as required forfeits the housing deposit and remains liable for a \$750.00 liquidation fee and prorated housing charges not to exceed the total cost of semester housing fees.
11. Failing to complete the prescribed check-in procedure.
12. Possessing, storing, and/or using ammunition, gasoline, kerosene, similar combustible materials, and/or any explosives anywhere in the residential area.
13. Repeatedly disturbing normal housing activities; repeatedly damaging housing facilities; and/or repeatedly interfering with other students' quiet enjoyment of residential facilities.
14. Keeping any animals (other than fish in properly maintained aquarium or approved service animals) in University residential facilities.

15. Permitting regular use by others of space assigned to student, by assignment or otherwise, or permitting residency by persons not authorized by the University.
16. Using space for any purpose which interferes with the rights of students to normal residence hall, suite, or apartment activities such as study and sleep. This includes using residential space for commercial activities and all other stipulations of University Policy Statement 19 (see the University's website for the full text of the policy).
17. Failing to comply with policies regarding use of alcohol, Schedule III drugs (N.C. Statutes 90-91 and 90-94), keys, lofts, noise, guests, visitation, health and safety inspections, and technology resources. These policies can be found on the University's website, the Department's website, and in various publications (e.g. Resident Handbook).

M. Effect of Breach. The occurrence of any breach listed in paragraph L., 1-5 above WILL result in cancellation of this Contract by UNC Charlotte and exclusion of the student from campus residence. Occurrence of any breach listed in paragraph L., 6-17 above MAY result in cancellation of the Contract by UNC Charlotte and exclusion of the student from campus residence.

No refund of housing charges will be made to the student if the student is dismissed for disciplinary action or breach of contract (see paragraph T).

Except as provided in paragraph H. above, the University will notify the student of breach and the student will then have 48 hours after notice to appear before the Associate Vice Chancellor and Director of Housing and Residence Life (or his/her designee) to present any evidence the student deems appropriate. The Associate Vice Chancellor (or his/her designee) will make a determination whether the Contract is terminated by the breach and announce that decision to the student. The student desiring to appeal the determination must file written notice of appeal within 48 hours with the Vice Chancellor for Student Affairs.

In addition to the remedies for breach of Contract provided here, any breach which also constitutes a violation of University disciplinary policies and/or of State or Federal criminal laws may also be referred for University disciplinary action and/or criminal prosecution.

N. Policies. The student agrees to abide by all provisions and policies of the Department of Housing and Residence Life, all University regulations, including the UNC Charlotte Code of Student Responsibility, and all State, Federal, and local laws. These policies can be found on the University's website and in various publications (e.g. Resident Handbook). Failure to comply with these policies may result in cancellation of this Contract and/or disciplinary action.

O. Housekeeping. The student agrees to provide normal housekeeping and to use reasonable care in use of common facilities and all furnishings. All housing furnishings are to be left in their designated locations.

P. Damages. The student agrees to pay costs of repair for damage (normal wear and tear excepted) to the assigned room, suite, or apartment. The student further agrees that costs for repairs of damages to common areas (normal wear and tear excepted) will be paid collectively by the students of the appropriate area(s).

Q. Condition of Room. The student agrees to leave room, suite, or apartment in clean, orderly condition when occupancy ends, or to pay costs incurred by UNC Charlotte to clean the area.

R. Return of Key(s). The student agrees to surrender key(s) on or before the last day of occupancy. Failure to do so will result in the student being charged for a re-core or re-programming of the lock(s).

S. Late Checkouts and Abandoned Property. Because of the time constraints involved in preparing for future housing obligations, late checkouts are not allowed. The student will be charged \$100.00 per day or any part of the day for remaining in the residential area beyond the period of occupancy (see paragraph F).

If the student does not vacate the space assigned by the University at the conclusion of the occupancy period specified in this Contract, or if the student does not remove all items of personal property from such space before the conclusion of the occupancy period, then the University may remove all property left by the student (or any person admitted to the space by the student) and restore the space. Any property removed by the University may be stored or treated as abandoned property and disposed of accordingly. The University shall not be liable for any damage to, or loss of, such property which occurs during the course of such removal, storage, delivery, or disposal. The student shall pay to the University all costs incurred by the University in effecting such removal, storage, delivery, or disposal, and in restoring the space. In addition, unless the student's failure to vacate and restore the space is due to Force Majeure (see paragraph W), the student shall be liable to the University for any loss suffered by the University if another student who has the right to use the space is materially delayed or impaired from use by the student's failure to vacate and remove personal property from the assigned space.

T. Refund of Charges for Residential Services and Housing Deposit. The student agrees to pay, when due, the full amount of charges for residential services billed in connection with this Contract whether or not services are used, except as specifically provided in this section.

1. If, during the time of the Contract, the student loses the right to live in University housing by reason of disciplinary action, or breach of this Contract, no refund of housing charges for the term will be made.
2. Any housing deposit remaining on the student's account is refunded when the student leaves the Housing and Residence Life system if:
 - a. it has not been forfeited for late cancellation; and
 - b. the student has paid in full any outstanding room damages or room cleaning charges (housing deposit refund will be applied against such charges owed); and
 - c. the student has met all obligations created by this agreement; and
 - d. there are no outstanding financial obligations to the University; and
 - e. student has not been removed from University housing as a result of disciplinary action or breach of this Contract.
3. To appeal a decision relating to refunds of fees for dining, housing and related services, and/or housing deposit, see paragraph Z.

U. Contract Cancellation by Student. No Contract cancellation by a student is effective unless it meets the requirements set forth in this paragraph:

1. To cancel residential services, the student must submit his or her request for termination of the Contract online using the Nyumba System. The date of receipt of the request for termination will determine the student's financial obligation to the University. The date of receipt will be the electronic timestamp applied by the Nyumba System as displayed on the cancellation submission confirmation page.
2. Electronically submitted cancellation requests will be reviewed by the Department and, if approved, the Department will notify the student of their final obligations per the contract, including check out procedures, dates and times.
3. The following dates and times will be used by the Department to determine any financial obligations due to cancellation of an application:

Fall Semester 2009

Return to Campus Living Application Period Contracts (Application Code: RF0910)

By 11:59 PM (EST) on May 1, 2009

Deposit is refunded and all charges for residential services are removed from the student's account.

From 12:00 AM (EST) on May 2, 2009 through 11:59 PM (EST) on August 21, 2009

Student will forfeit the deposit and be responsible for payment of a \$750.00 liquidation fee.

After 11:59 PM (EST) on August 21, 2009

Student will forfeit the deposit and be responsible for payment of a \$750.00 liquidation fee and any charges for residential services on a prorated basis.

New Application Period Contracts (Application Code: NF0910)

By 11:59 PM (EST) on July 1, 2009

Deposit is refunded and all charges for residential services are removed from the student's account.

From 12:00 AM (EST) on July 2, 2009 through 11:59 PM (EST) on August 21, 2009

Student will forfeit the deposit and be responsible for payment of a \$750.00 liquidation fee.

After 11:59 PM (EST) on August 21, 2009

Student will forfeit the deposit and be responsible for payment of a \$750.00 liquidation fee and any charges for residential services on a prorated basis.

Spring Semester 2010

By 11:59 PM (EST) on December 1, 2009

Deposit is refunded and all charges for residential services are removed from the student's account.

From 12:00 AM (EST) December 2, 2009 through 11:59 PM (EST) January 8, 2010

Student will forfeit the deposit and be responsible for payment of a \$750.00 liquidation fee.

After 11:59 PM on January 8, 2010

Student will forfeit the deposit and be responsible for payment of a \$750.00 liquidation fee and any charges for residential services on a prorated basis.

Total cost to student for housing for the period of occupancy as outlined in paragraph F above, including deposit and liquidation fee, will be limited to the total cost of one semester's housing fees. Students who are permitted or required to withdraw from the academic program of the University for documented academic or medical reasons will receive a refund of the housing deposit and a prorated refund of charges for residential services based on time in residence before the withdrawal.

V. Vacating Room After Cancellation. Once a request for cancellation of the Contract has been made to, and is approved by, the Department of Housing and Residence Life, the student must complete all check out procedures and vacate the residential facility within 24 hours of the date indicated by the Department in cancellation acceptance notification.

W. Force Majeure. UNC Charlotte shall have no responsibility for failure to perform any terms or conditions of this Contract as a result of a Force Majeure. For the purposes of this Contract, a "Force Majeure" is any condition deemed by UNC Charlotte to be beyond the control of the University such as, but not limited to, fires, earthquakes, floods, Acts of God, strikes, work stoppages or other labor disturbances, riots or civil commotions, litigation, war, acts of terrorism, plague, epidemic or pandemic. No refund of housing or meal plan charges will be made if the University fails to provide residential or meal plan services due to a Force Majeure, except in the sole discretion of UNC Charlotte.

X. Evacuation and Relocation. In the event that a Force Majeure requires evacuation or relocation of the student in accordance with the requirements established by the City of Charlotte, Mecklenburg County, the State of North Carolina, the University of North Carolina or UNC Charlotte, the student must immediately comply with such evacuation or relocation order. UNC Charlotte shall have no responsibility for loss of, or damage to, the student's personal property that is left behind in any residential facility following the student's evacuation or relocation.

Y. Emergency Residential Services. The University recognizes that, in the event that University residential facilities are evacuated or closed due to a Force Majeure, some students may have difficulty finding alternative housing. In such cases, and in the University's sole discretion, the University may offer to the student emergency residential and meal plan services. As a condition to receiving such emergency services, the student must abide by any emergency policies and procedures established by the University. Emergency policies and procedures may include, but are not limited to: relocation of the student; roommate assignments; restrictions on student interaction, usage of common areas, and ingress and egress from the University and University facilities; head counts and daily reports; and assignments of cleaning duties or other custodial tasks to the student. Failure or refusal by the student to abide by any such policy or procedure may result in disciplinary action or eviction by the University. Any emergency goods or services provided by the University to the student are provided as a courtesy, and UNC Charlotte shall not be held responsible for any personal or property damage or liability incurred by the student as a result of student's continued residence on campus or the provision or non-provision of such goods or services.

Z. Appeals for Charges or Fees. Students who believe that a fee or charge for services rendered under the terms of this contract is incorrect may appeal that fee or charge by following the steps outlined below. Students may review their charges and fee assessments at any time by logging on to the Nyumba Student Gateway System and selecting the "View Charges and Credits" link under the menu option **+ My Bills**.

Housing Facilities Damage Appeals

Appeals related to housing facilities damage billing must be submitted within thirty (30) days of the posting date in the Nyumba Student Gateway System. Appeals for facilities damage billing should be sent via e-mail to hrlfacil@uncc.edu and include your name, student ID number, and room assignment. The appeal should describe in detail how and why the bill originated and the reason it should be waived or reduced in amount, and the specific adjustments that are being requested.

Housing, Meal Plans, and Related Services Appeals

To appeal a decision relating to refunds of fees for dining, housing and related services, and/or housing deposits, a student may request a review in writing. Appeals for housing and meal plan charges must be submitted no later than twelve (12) months after the posting date of the charge or fee in the Nyumba Student Gateway system. The request should be mailed to: Refund and Appeals Committee, c/o Housing and Residence Life, UNC Charlotte, 9201 University City Boulevard, Charlotte, NC 28223-0001.

Part III. Terms and Conditions for Meal Plans

Meal plan selections may be made through the Meal Plans and 49er Card Office or the Nyumba Student Gateway. If using the Nyumba Student Gateway, remember to:

1. Carefully read the terms and conditions of the Contract for Meal Plans.
2. Complete the Meal Plan section of the Application.

Contract Terms and Conditions for Meal Plans For Academic Year 2009 – 2010

The University offers a variety of meal plans to meet the diverse dining needs of students. Students who are assigned housing accommodations in the highrises (Holshouser, Scott, Moore, and Sanford Halls) and the suites (Cedar, C.F. Lynch, Hawthorn, Hickory, Oak, Sycamore, and Witherspoon Halls) are required each semester to purchase one of the “required area” meal plans offered.

Meals are used at the Residence Dining Hall and Crossroads Cafeteria. Declining Balances are used at all University Dining locations. Food purchased with Declining Balance is tax free.

Depending on choice of housing, all first-year freshmen must choose from the meal plans designated for freshmen; upper-class students may choose from any of the meal plans offered.

During the period of occupancy, UNC Charlotte will provide meals according to the plan selected. If a student in “Required” Housing fails to select a meal plan, the University will select a meal plan. The Student will be charged each semester for a meal plan selection. Non use of a meal plan by student in “Required” Housing does not nullify the requirement to purchase a plan each semester nor nullify the charge for an unused plan.

Students with special dietary needs should contact the Meal Plans and 49er Card Office at (704) 687-7337 or (877) 497-4949.

Renewal is not automatic for commuter students. They must select/purchase their meal plan each semester.

No meals will be provided during Fall break, Thanksgiving break, Winter break, and Spring break.

Plans offered by the University consist of meals and declining balance (plans A, B, C, D, E and H) or all declining balance (plans F, G and K). A declining balance plan that is part of a meal plan does NOT carry over to future semesters. Meal plans that consist of declining balance only DO carry balances over to future semesters through the last summer session of the academic year in which they were purchased. Only students currently enrolled at UNC Charlotte may access accounts.

Students may change the meal plan selected during the registration period, which lasts through the first day of classes. After the first day of classes, students living in meal plan “required areas” (highrises and suites) will be given one additional opportunity to change their meal plan during the scheduled two-day housing room change period. Meal plan charges are pro-rated. After the two-day room change period, no other meal plan changes may be made for the current semester (unless the student moves to an on-campus apartment).

Students living in on-campus apartments and off campus may make meal plan changes and cancellations until Fall break for the Fall semester and until Spring break for the Spring semester. Meal plan changes will be pro-rated. No meal plan changes or cancellations may occur after Fall/Spring breaks. This also applies to students who have moved from required housing to apartments during the semester.

The first change in meal plans will not incur an administrative processing charge. Subsequent changes in meal plans will incur an additional \$25.00 administrative processing charge for each occurrence.

Once meal plan service begins, any cancellation of meal plan will be pro-rated and will be subject to a \$25.00 administrative processing charge.

All changes to meal plans or cancellations of the dining service contract must be submitted to the Meal Plans and 49er Card Office (located in room 175 Auxiliary Services Building).

An "Optional" Dining Account may be used to supplement a meal plan. It is not billable through Student Accounts but can be purchased separately through the 49er Card online website (<http://www.auxiliary.uncc.edu/dining>), Meal Plans and 49er Card Office (located in Room 175, Auxiliary Services Building) and, the Dining Services Office/I.D. Office (located in the Cone University Center) by using cash, check or credit card. This account may be used for food purchased in all dining and convenience store locations. Purchases are not taxed. The Optional Dining Account carries over indefinitely as long as there is not more than six months of inactivity on the account.

Disclosure Terms & Conditions for Optional Dining Account

- A. The Optional Dining Account is a non-required account of pre deposited funds accessed by the Cardholder for the sole use of food purchases in the Dining Services locations and it is placed on the 49er ID Card. Optional Dining Accounts are non-taxable. Therefore, all food purchases made on the Optional Dining Account are not taxed at the current prepared food tax rate. This account should not be confused with the 49er Account.
- B. Deposits to Optional Dining Accounts can be made in the ID Office located in the Cone University Center or the Meal Plans and 49er Card Office located in the Auxiliary Services Building. Minimum deposit of \$5.00 (no maximum limit) may be made by cash, check or credit card.
- C. Deposits may be made at the 49er Card Online website, as well as the 49er Card Office located in the Auxiliary Services Building and at the ID Office located in the Cone Center.
- D. If the Cardholder's deposit check is returned for non-payment, a \$25.00 charge will be assessed on the Cardholder's account and the account will be automatically suspended. The account will not be reactivated until the NSF check is reconciled and all appropriate bank NSF fees have been reimbursed to the Meal Plans and 49er Card Office.
- E. There is no daily limit on the number of purchases that may be made and debited to the account provided funds are available. The Cardholder understands and agrees the 49er ID Card is not a credit card, nor can it be used to obtain cash or cash advances from the account under any circumstances.
- F. Balances of account may be obtained at any Dining Services point-of-sale location or the 49er Card Online website.
- G. Account Inactivity - Optional Dining Accounts that are inactive for a period of six (6) months will be assessed a \$1.00 per month inactivity charge for each inactive month thereafter.
- H. Upon official withdrawal or graduation from the University, the Cardholder may request his/her account be closed. There will be \$5.00 processing charge withheld from all refunds. The request must be made in writing or in person to the Meal Plans and 49er Card Office. All debts on the Cardholder's account with the Student Accounts Office must be satisfied prior to a check being processed for a refund. Any negative Optional Dining Account balances will be charged to the Cardholder's Student Account, or billed directly to the Cardholder.

Closing Accounts, Refunds, Returns

- A. Upon official withdrawal/graduation from the institution, the Cardholder may request his/her account be closed (This is not done without a request from by the Cardholder). There is a \$5.00 processing charge. Balances greater than \$5.00 will be refunded. The request must be in writing to the 49er Card Office. Refund checks will be mailed to the last known address within four (4) weeks of the closing request. All debts on the Cardholder's student account balance must be satisfied prior to a check being processed for a refund. Any negative 49er ID Card account balances will be charged to the Cardholders student account, or billed directly to the Cardholder.
- B. Inactive accounts (accounts without a transaction over six (6) months) will be assessed a \$1.00 per month inactivity charge.

Documentation

- A. If the point of sale terminal is equipped to provide a receipt, you will receive a receipt at the time of purchase. It is the Cardholder's responsibility to ensure the receipt is correct. Always get a receipt!
- B. Activity statements can be generated upon request of the Cardholder at the Meal Plans and 49er Card Office or the 49er Card Online website.

The 49er ID Card can only be used by the student to whom it was issued. Misuse of the identification card will result in disciplinary action. There will be \$15.00 administrative processing charge to replace lost/stolen identification cards.

Disclosure of Meal-Plans Related Accounting Information to Third Parties

UNC Charlotte will disclose information to third parties about your account only:

1. In order to comply with court orders or other applicable laws.
2. If the cardholder gives the 49er Card Office written permission.

Part IV. Terms and Conditions for Telephone and Internet Services

A. Local Telephone Service. Local telephone service is included as part of the fee for residential services. Local telephone service is managed and maintained by the telecommunications division of UNC Charlotte Information Technology Services (ITS). They can be reached at (704) 687-8800. Students must provide their own telephone equipment.

B. Long Distance Service. Long Distance service is not provided with the campus local phone service. Students may purchase calling cards or use their cellular service to make long distance calls.

No collect, third party, directory assistance, or credit card calls may be billed to the student's on-campus telephone number. If the student accepts any such calls, (s)he will be subject to a \$25.00 University service charge per call, plus the cost of the call.

C. Emergency Services. 9-1-1 Emergency service calls for police, fire, and medics are handled more expeditiously through University Police. Although the University's phone system is capable of automatically identifying the caller's name or location, the student should be prepared to provide information about the on-campus location from where the student is calling.

D. Relocation of Service. Telephone numbers are permanently assigned to on-campus rooms, suites, and apartments. The telephone number cannot be moved or transferred if the student relocates to other student housing or off-campus housing. The only exception is an individually purchased, private/personal line contracted separately with telecommunications (Niner Phone Service). Intercept service is not provided under any circumstances.

E. Repair or Service Questions. Call (704) 687-8800 or visit the telecommunications web site at www.its.uncc.edu/telecomm/Students/ with repair or service questions. Complaints about any aspect of telephone service should be directed to the Telecommunications Service Analyst at (704) 687-8920. Unresolved complaints about quality of service may be addressed to the North Carolina Utilities Commission, P.O. Box 29510, Raleigh, NC 27626-0510.

F. Additional Telephone Services. Students may purchase private/personal telephone lines by contacting the Niner Phone Service Office at (704) 687-8800.

G. Rules And Regulations. A copy of Chapter 14A, SHARING AND/OR RESALE OF TELEPHONE SERVICE BY COLLEGES AND UNIVERSITIES PURSUANT TO F.S. 62-100 (e), of the Rules and Regulations of the North Carolina Utilities Commission, is available for inspection during business hours at the Telecommunications Office. A free copy of the chapter will be provided, upon request, by contacting the Niner Phone Service Office.

H. Breach of Telecommunication Service. This section regarding telephone services shall be voidable at the option of the student and without further liability to the student if the University is unable to fulfill the terms for telephone services.

I. Internet Access. By signing this agreement, the student agrees to abide by the terms and conditions of the University's Responsible Use of University Computing and Electronic Communication Resources policy statement which can be found online at www.legal.uncc.edu/policies/ps-66.html, as well as all other applicable University computing and technology policies. Students using Internet access provided by Time Warner Cable (RoadRunner) also agree to abide by the RoadRunner Subscription Agreement and Subscriber Addendum (if applicable) which can be found online at <http://twcarolina.com/info/uncc/>.

Part V. Terms and Conditions for Substance Free Living Community Participants

If assigned as a resident of the Substance Free Living Community, I agree to make a personal commitment to maintain the substance-free philosophy. I agree to uphold the following community expectations:

- A. I will support the Substance Free community by not possessing, using, or being under the influence of any tobacco, alcohol, or illegal or prescription drug products and/or paraphernalia (unless under the direct care of a physician), either in my room or in any public areas.
- B. I will support the Substance Free community by taking responsibility that my guests refrain from use of such products while in my room or public areas.
- C. I will support the Substance Free community by not entering the community in an intoxicated or drug impaired state.
- D. I will support the Substance Free community by not participating in any behavior that disrupts the community as a result of substance abuse.
- E. I will support the Substance Free community by sharing the responsibility of confronting and/or reporting any inappropriate behavior within the community as it relates to substance abuse.
- F. I will support the Substance Free community by refraining from using tobacco products directly adjacent to the external entrances of the building.

I recognize the value of these expectations and commit to supporting them.

I understand that any observed or documented violation of this agreement will result in referral to the appropriate University official for a disciplinary hearing, and removal from the Substance Free Living Community to other accommodations on campus, no warning, no appeal; and could result in fines and/or cancellation of the Contract by Housing and Residence Life.

Part VI. Opening and Closing Dates

As approved in November 2008.

| <i>Fall Semester</i> | |
|-----------------------------|--|
| Halls Open | Friday, August 21, 2009 at 9:00 AM |
| Labor Day | Monday, September 7, 2009 (all residential areas remain open but offices are closed) |
| Fall Break | Monday, October 12, and Tuesday, October 13, 2009 (all residential areas remain open and offices are open) |
| Thanksgiving Break | Wednesday, November 25 - Saturday, November 28, 2009 (all residential areas remain open; offices are closed November 26-28) |
| Winter Break | Sunday, December 20, 2009 (all residential areas remain open; offices are closed December 24 through January 1) |

| <i>Spring Semester</i> | |
|-------------------------------|---|
| Halls Open | Friday, January 8, 2010, 9:00 AM |
| M. L. King Day | Monday, January 18, 2010 (all residential areas remain open but offices are closed) |
| Spring Break | Monday, March 8 - Saturday, March 13, 2010 (all residential areas remain open and offices are open) |
| Spring Holiday | Friday, April 2 – Saturday April 3, 2010 (all residential areas remain open; offices are closed April 3) |
| Closing | Friday, May 14, 2010, 12:00 noon |



Department of Housing & Residence Life
The University of North Carolina at Charlotte

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