



## UNC CHARLOTTE

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

### **Contract for Intern Housing: Summer 2009**

Application Procedures and Terms and Conditions of Residence

#### **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.

The 2009 Summer Intern Contract for Residential Services (hereinafter, “the Contract”) sets forth rights and responsibilities of the student and UNC Charlotte in connection with housing and telephone services. The Contract for the 2009 summer intern period between The University of North Carolina at Charlotte (UNC Charlotte) and the student whose signature appears on the Contract application consists of the Employment Confirmation form, the Contract application and Parts I and II of this Contract for Residential Services booklet. Please be aware of the following information as you apply for these services.

**Freshman Requirements** - Newly entering freshmen are not eligible for Summer Intern Housing. Interns must have completed 24 or more hours of university/college study to be eligible.

**Roommate Requests** - Insofar as possible and as space permits, every effort is made to honor requests for specific housing assignment and mutual roommate requests.

**ROOMMATE REQUESTS MUST BE MUTUAL.** Efforts are also made to match roommates according to the preferences listed on the Contract; however, we cannot guarantee such preferences. The University will not accommodate housing requests based upon race, age, religion, sexual orientation, national origin, or physical disability.

**Waiting List** - Students who apply for housing after all available spaces have been filled will be placed on a waiting list according to the date of application. As Summer Intern accommodations are limited in number, the University cannot guarantee housing availability.

**Nyumba Gateway** – The Nyumba 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 intern housing to reporting a leaky shower. For more information about the Gateway, please visit our website at [www.housing.uncc.edu](http://www.housing.uncc.edu).

**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 so long as such space is available. It is extremely important that the Intern Application be received before all space is committed so that this priority for assignment to wheelchair-accessible facilities can be exercised.

Students who utilize a wheelchair may be considered for priority status on the waiting list on the basis of:

- the date of application, and
- 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, appropriate documentation regarding the disability and special need in accommodations must be submitted no later than April 15, 2009.

The University does not provide personal attendant care of personally prescribed devices for students with disabilities. Personal attendants are not permitted to access to 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 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. 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. Form for providing this attendant background information may be downloaded from the Department's website ([www.housing.uncc.edu](http://www.housing.uncc.edu)). Failure to provide such verification 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 attendants to have access to residential space and will constitute a breach of this agreement which could result in cancellation of the student's contract.

Lists of local agencies that provide personal care attendants can be found on the Office of Disability's website at [www.ds.uncc.edu](http://www.ds.uncc.edu).

**Questions** - Should you have additional questions concerning housing at UNC Charlotte, contact Anne Cavett of the Department of Housing and Residence Life in Scott Hall at (704) 687-7502, by e-mail [accavett@uncc.edu](mailto:accavett@uncc.edu), or FAX at (704) 687-4301.

## **TO APPLY FOR RESIDENTIAL SERVICES, THE STUDENT SHOULD:**

- A. Carefully read the terms and conditions of the 2009 Summer Intern Contract for Residential Services. Complete fully the Contract application.
- B. Sign the contract application in the space indicated. (If you are under 18 years of age, the Contract application must also be signed by your parent or guardian.) Your signature indicates your knowledge of and agreement to all Contract provisions.

Pay the \$140.00 pre-payment. . . Follow the instructions on the Nyumba website for payment information.

Have your supervisor at your internship site complete the Employment Confirmation form and return to the address listed on the form.

***HOUSING ASSIGNMENTS ARE MADE ACCORDING TO DATE OF RECEIPT OF APPLICATION. Therefore, it is extremely important that you complete the Contract application and submit the prepayment as soon as possible.***

***Enrollment at an institution of higher education for spring, 2009 and employment verification are requirements for application for summer intern housing at UNC Charlotte. ONLY after submitting the Contract application, prepayment and receiving written confirmation of space or a specific assignment is the student assured Summer Intern Housing accommodations.***

### **Part II. Terms and Condition of the 2009 Intern Contract for Residential Services**

- A. **Introduction** - This Contract sets forth specific rights and obligations related to student residence at The University of North Carolina at Charlotte. The student and UNC Charlotte recognize and agree that housing and residence life is one aspect of a larger set of relationships between the 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 a student in connection with pursuit of a university education and confers no residence rights on any person who is not a student in good standing at an institution of higher education. The Contract obligates the student to pay full housing charges for the period of occupancy as listed on the Contract application, unless the contract is cancelled in accordance with paragraph U. below. Only those students registered during the 2009 spring semester at an institution of higher education and employed in a summer intern or co-operative education program are eligible to obtain or retain the license conferred by the Contract.
- C. **Duration of Contract** - This Contract becomes effective after signing by the student, submission of the prepayment, and written acceptance of the student into intern housing by UNC Charlotte, and is for the summer intern period beginning on Sunday, May 17, 2009, and, contract depending, ending on Saturday, August 8 (or balance thereof and except as outlined in paragraph T.

following). The student agrees to pay \$100.00 for each day or part of day in residence beyond his/her contracted date (see paragraph S.).

- D. **Entire Agreement Modification** - Only the terms and conditions set forth in this Contract shall constitute the 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.
- E. **Period of Occupancy** – UNC Charlotte will provide campus housing for the summer intern period beginning on Sunday, May 17, 2009, and ending on Saturday, August 8, 2009 (or the balance thereof), to the student whose signature appears on the Contract application.
- F. **Assignment Control** - *The University's agreement is to provide residential living 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.* A student is not permitted to assign or exchange space assignment given by the University, or to assign any other right created by this Contract to any other person or organization.
- G. **Maintaining Eligibility** - The student's residence rights under this Contract may be lost due to failure to meet contract requirements, the imposition of disciplinary sanctions, or cancellation of the Contract by the University after the student's breach of Contract.

**If the student's co-operative or intern employment is terminated, his/her housing Contract is immediately cancelled. However, in all events, 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 students, or presents a reasonable likelihood of imminent substantial disruption of normal residence activities, including those of conference operations.**

- H. **Payment of Housing Charges** – Housing charges are due in advance of occupancy.

The student agrees to pay charges for residential services in installments as described below. Charges are based upon weekly rate(s) and are due in advance. Bills will be issued from the Department of Housing and Residence Life and are payable to UNC Charlotte. ISSUANCE OF BILLS IS A COURTESY MEASURE. THE STUDENT IS RESPONSIBLE FOR PAYMENT REGARDLESS OF RECEIPT OF NOTIFICATION.

Housing rates are inclusive, covering all costs for room rent, utility charges, high-speed Internet connectivity, cable TV connection, phone installation and local phone service, and the Miner Movie channel. Rent for a partial month is calculated on a per week basis, based on a 30-day month. The University reserves the right to increase rent upon 60 days' written notice.

Upon check-in, the student will receive an invoice for the next week's payment, which is due at that time. Subsequent bills will be posted weekly and are available on the Nyumba system. Students may remit payment by credit card

through the Nyumba system, or pay with cash or check at the Conference Service Desk.

Interns are expected to remain current in paying their bills. If an intern does not make a payment for 4 weeks or more, he/she should email Anne Cavett and negotiate a payment plan. Failure to make payments or failure to follow a payment plan may result in the cancellation of intern housing. (See Paragraph K.9 below)..

**\*The \$140 housing prepayment will be applied to the student's final payment if other conditions are met.**

- I. **Limitation on University Liability.** UNC Charlotte shall have no responsibility for loss of, or damage to, the 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.
- J. **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 the 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.

**Events Constituting Breach of Contract by Student.** It is your responsibility to know that the following are considered breach of 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(N.C. General Statutes 90-89 or 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 \$100 housing deposit and remains liable for a \$500 liquidation fee and prorated housing charges not to exceed the total cost of semester housing fees (see paragraph U in the Contract for details).
11. Failing to complete the prescribed check-in procedure (i.e., picking up key/ card, signing key/card envelope).
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 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.
17. Failing to comply with policies regarding use of alcohol, Schedule III drugs (N.C. Statutes 90-91 and 90-94), room keys/ cards, lofts, noise, guests, and health and safety inspections. These policies can be found in this Handbook, on the University's website, and in various other publications.

An occurrence of any breach listed in numbers 1 through 5 above WILL result in cancellation of your Housing Contract by and your exclusion from campus residences. An occurrence of any breach listed in numbers 6 through 17 above MAY result in cancellation of your Housing Contract by and your exclusion from campus residences.

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

**Effect of Breach.** An occurrence of any breach listed in numbers 1 through 5 above WILL result in cancellation of your Intern Housing Contract by and your exclusion from campus residences. An occurrence of any breach listed in numbers 6 through 17 above MAY result in cancellation of your Intern Housing Contract by and your exclusion from campus residences.

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

Except as provided in paragraph G of the Contract for Residential Services, 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.

- K. **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 (the Resident Handbook, etc.). Failure to comply with these policies may result in cancellation of this Contract and/or disciplinary action.
- L. **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.
- M. **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).
- N. **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.
- O. **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).

- P. **Vacating Room After Cancellation.** Once a written request for termination of the Contract has been made to the Department of Housing and Residence Life, the student must complete checking out procedures and vacate the residential facility within 24 hours of the date indicated on the request for termination/cancellation of the Contract.
- Q. **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 E.).

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 an 'Act of God', national emergency, riot, or governmental directive to the University, 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.

- R. **Contract Cancellation by Student** - Student agrees to pay, when due, the full amount of charges billed in connection with this agreement whether or not residential services are used, except as specifically provided in this section.

In order to cancel residential services, the student must send a signed written request for termination of the Contract to: Anne Cavett, Assistant Director for Operations, Department of Housing and Residence Life, The University of North Carolina at Charlotte, 9201 University City Boulevard, Charlotte, NC 28223-0001. The date of receipt of the written request for termination will determine the student's financial obligation to the University.

A student who is permitted or required to withdraw from his/her intern program for academic or medical reasons will be released from his/her contract when written request for termination is submitted and applicable charges are paid for the balance of the week. Under such circumstances, the housing prepayment will also be refunded, if proper documentation is provided.

If, during the time of the contract, student loses the right to live in University housing by reason of disciplinary action, or breach of this contract, no refund of housing charges or the housing prepayment paid to date will be made.

- S. **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.
- T. **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.
- U. **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.