Guest Contract for Residential Services: Academic year 2015-2016
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.

To comply with federal and state laws, the Department of Housing and Residence Life may house assistance animals in its residential buildings (or halls). If you are allergic to animals or have another medical condition that restricts you from cohabiting with animals, we request that you provide the appropriate documentation no later than June 1, 2015 to prevent a room assignment with or near a service animal.

The 2015-2016 Guest Contract for Residential Services (hereinafter, “the Contract”) sets forth rights and responsibilities of the guest and UNC Charlotte in connection with housing, telephone services, cable services and guest access. The Contract for the 2015-2016 period between the University of North Carolina at Charlotte (UNC Charlotte) and the person whose name appears on the application, the Campus Safety Questionnaire, this Contract. Please be aware of the following information as you apply for these services.

Roommate Requests - Insofar as possible and as space permits, every effort is made to honor requests for specific housing assignment and mutual roommate requests. The University will not accommodate roommate requests based on a preference of a certain race, age, religion, sexual orientation, national origin or disability.

Waiting List - Guests who apply for housing after all available spaces have been filled will be placed on a waiting list according to the date of completed application. As 2015-2016 guest accommodations are limited in number, the University cannot guarantee housing availability.

Physically Disabled Guests - The University has housing facilities designed specifically for wheelchair users. Guests 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 Guest Application be received before all space is committed so that this priority for assignment to wheelchair-accessible facilities can be exercised.

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

1. The date the competed Guest Housing application was received; 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 a wheelchair-accessible housing space, appropriate documentation regarding the disability and special need in accommodations must be submitted no later than June 1, 2015.
The University does not provide personal attendant care of personally prescribed devices for guests with disabilities. Personal attendants are not permitted access to University-operated housing except as set forth in the Resident Handbook’s policies regarding guests, unless the guest 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 guest and should be established well in advance of the time such services are to begin. If the guest has provided documentation that a personal attendant is necessary for the guest such that the personal attendant will need access to University–operated housing, then the guest 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 June 1, 2015. If the guest is unable to provide such documentation by those dates, the guest 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 (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 guest’s contract.

Lists of local agencies that provide personal care attendants can be found on the Office of Disability’s website at ds.uncc.edu.

Questions - Should you have additional questions concerning guest housing at UNC Charlotte, contact Jennifer Hamblin of the Department of Housing and Residence Life in Scott Hall at (704) 687-7502, by e-mail at Jennifer.Hamblin@uncc.edu, or FAX at (704) 687-1705.

TO APPLY FOR RESIDENTIAL SERVICES, THE GUEST SHOULD:

A. Carefully read the terms and conditions of the 2015-2016 Guest Contract for Residential Services.
B. Complete fully the Contract application.
C. Sign the Contract application in the space indicated. (If under 18 years of age, the Contract application must also be signed by the guest’s parent or guardian.) The signature indicates knowledge of and agreement to all Contract provisions.

HOUSING ASSIGNMENTS ARE MADE ACCORDING TO DATE OF RECEIPT OF APPLICATION. Therefore, it is extremely important that the Contract is submitted as soon as possible.

Sponsorship by a UNC Charlotte department is a requirement for application for 2015-2016 Guest Housing. ONLY after submitting the Contract application and receiving written confirmation of space or a specific assignment is the guest assured 2015-2016 Guest Housing accommodations.
Part II. Terms and Condition of the 2015-2016 Guest Contract for Residential Services

A. **Introduction** - This Contract sets forth specific rights and obligations related to guest residence at The University of North Carolina at Charlotte. The guest and UNC Charlotte recognize and agree that Housing and Residence Life is one aspect of a larger set of relationships between the guest and University. The guest 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 guest in connection with UNC Charlotte and confers no residence rights on any person who is not a guest sponsored by a UNC Charlotte faculty/staff member. The Contract obligates the guest or sponsoring department to pay full housing charges for the period of occupancy as listed on the Contract application except as otherwise provided in this Contract.

C. **Duration of Contract** - This Contract becomes effective after signing by the guest, and written acceptance of the guest into Guest Housing by UNC Charlotte, and is for the 2015-2016 guest period beginning June 15, 2015 and contracted date depending, ending on August 31, 2016 (unless otherwise terminated pursuant to this Contract). The guest agrees to pay $100.00 for each day or part of day in residence beyond his/her contracted date.

For the purposes of this Contract, a “signed contract” is created when a paper Application is submitted containing either the guest’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. section 7001). Under the provisions of E-Sign, guests (over the age of 18) may digitally sign their Contract for Guest Housing with the Department of Housing and Residence Life.

D. **Entire Agreement Modification** - The terms and conditions set forth in this Contract shall constitute the agreement between UNC Charlotte and the guest 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.

Should this agreement be modified by the Associate Vice Chancellor and Director of Housing and Residence Life, applicants will be notified of changed via the email address they provided during the application process. The Department will post all changes in addendum form on the Housing and Residence Life website at: housing.uncc.edu. No other notification will be provided.

E. **Period of Occupancy** – UNC Charlotte will provide campus housing for the 2015-2016 guest period based on the guest’s request and the available date of the unit, after cleaning, to the guest whose signature appears on the Contract application.
If given approval for housing, the guest agrees to pay the cost of such housing. Additionally, the guest agrees that all other terms and conditions of this Contract apply during the entire period of occupancy.

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 guest is assigned. A guest 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 guest’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 guest’s breach of Contract.

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

However, in all events, the University reserves the right to exclude immediately, without prior notice, any guest whose continued residence presents a substantial risk to the safety or health of others, or presents a reasonable likelihood of imminent substantial disruption of normal residence activities, including those of conference operations.

H. Payment of Residential Services Charges. Housing charges are due by end of occupancy. Upon check-in, the guest will receive an invoice for their entire contracted stay. Guests may remit payment by credit card at the Cashier’s Office, or pay with cash or check at the Housing Facilities Office.

I. Limitation on University Liability. UNC Charlotte shall have no responsibility for loss of, or damage to, the guest’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 guest assumes all risk of all such loss. Insurance against such loss is the guest’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 guest agrees that University officials may enter the guest’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 guests’ apartments, suites, or rooms without the guest 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 guest services.

K. Events Constituting Breach of Contract by Guest. The guest 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 (N.C. General Statutes 90-89 or 90-90).
8. Failing to pay charges for residential services when due.
9. Failing to claim room on the start date listed on the guest’s Contract application.
10. Failing to complete the prescribed check-in procedure (i.e., picking up key, signing key envelope).
11. Possessing, storing, and/or using ammunition, gasoline, kerosene, similar combustible materials, and/or any explosives anywhere in the residential area.
12. Repeatedly disturbing normal housing activities; repeatedly damaging housing facilities; and/or repeatedly interfering with other guests’ quiet enjoyment of residential facilities.
13. Keeping any animals (other than fish in properly maintained aquarium or service dogs) in University residential facilities.
14. Permitting regular use by others of space assigned to the guest, by assignment or otherwise or permitting residency by persons not authorized by the University.
15. Using space for any purpose which interferes with the rights of guests 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).
16. Failing to comply with policies regarding use of alcohol, Schedule III drugs (N.C. Statutes 90-91 and 90-94), keys, lofts, noise, and 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 (the Resident Handbook, etc.).

L. Effect of Breach. The occurrence of any breach listed in Paragraph K, 1-6 above WILL result in cancellation of this Contract by UNC Charlotte and exclusion of the guest from
campus residence. Occurrence of any breach listed in Paragraph K, 7-17 above MAY result in cancellation of the Contract by UNC Charlotte and exclusion of the guest from campus residence. No refund of housing charges will be made to the guest if the guest is dismissed for disciplinary action or breach of contract.

Except as provided in Paragraph G above, the University will notify the guest of breach and the guest 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 guest 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 guest. The guest desiring to appeal the determination must file written notice of appeal within 48 hours with the Vice Chancellor for Guest 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 criminal prosecution.

M. Policies. The guest 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.

N. Housekeeping. The guest 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.

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

P. Condition of Room. The guest 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.

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

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

If the guest does not vacate the space assigned by the University at the conclusion of the occupancy period specified in this Contract, or if the guest 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 guest (or any person admitted to the space by the guest) 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 guest 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 guest's failure to vacate and restore the space is due to Force Majeure, the guest shall be liable to the University for any loss suffered by the University if another guest who has the right to use the space is materially delayed or impaired from use by the guest's failure to vacate and remove personal property from the assigned space.

T. Contract Cancellation by Guest - Guest 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 guest must send a written request for termination of the Contract to: Jennifer Hamblin, Assistant Director for Guest 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 guest’s financial obligation to the University.

A guest who is permitted or required to withdraw from his/her guest 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.

If, during the time of the contract, guest 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.

U. 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 will be made if the University fails to provide residential services due to a Force Majeure, except in the sole discretion of UNC Charlotte.
V. **Evacuation and Relocation.** In the event that a Force Majeure requires evacuation or relocation of the guest 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 guest must immediately comply with such evacuation or relocation order. UNC Charlotte shall have no responsibility for loss of, or damage to, the guest’s personal property that is left behind in any residential facility following the guest’s evacuation or relocation.

W. **Emergency Residential Services.** The University recognizes that, in the event that University residential facilities are evacuated or closed due to a Force Majeure, some guests may have difficulty finding alternative housing. In such cases, and in the University’s sole discretion, the University may offer to the guest emergency residential services. As a condition to receiving such emergency services, the guest 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 guest; roommate assignments; restrictions on guest 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 guest. Failure or refusal by the guest 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 guest are provided as a courtesy, and UNC Charlotte shall not be held responsible for any personal or property damage or liability incurred by the guest as a result of guest’s continued residence on campus or the provision or non-provision of such goods or services.

Released: 7.29.13 by JAH

*I have read and agree to the terms listed in the Guest Contract for Residential Services for 2015-2016.*

_________________________________  _____________________  ______
Print  Sign  Date

_________________________________
University ID #