

Summer Intern Contract for Residential Services: Summer 2017

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 service 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 April 1, 2017 to prevent a room assignment with or near a service animal.

The 2017 Summer Intern Contract for Residential Services (hereinafter, “the Contract”) sets forth rights and responsibilities of the student and UNC Charlotte in connection with housing, cable television and internet access. The Contract is for the 2017 summer intern period between the University of North Carolina at Charlotte (UNC Charlotte) and the student whose name appears on the written or electronically submitted Application for Intern Housing (hereinafter, the “Intern Application”). As referenced in the balance of this document, a "Completed Intern Application" consists of: a complete written or electronically submitted Application for Intern Housing form; a pre-payment (U.S. funds only), the Campus Safety Questionnaire and, if applying online AND under the age of 18, a completed Parent/Guardian Signature Form.

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 12 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. 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. Students 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 Summer Intern accommodations are limited in number, the University cannot guarantee housing availability.

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:

1. The date the completed 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 to a wheelchair-accessible housing space, appropriate documentation regarding the disability and special need in accommodations must be submitted no later than April 1, 2017.

The University does not provide personal attendant care of personally prescribed devices for students 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 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 by April 1, 2017. 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 (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 ds.uncc.edu.

Questions. Should you have additional questions concerning intern housing at UNC Charlotte, contact Jennifer Hamblin of the Department of Housing and Residence Life in Scott Hall at (704) 687-7539, by e-mail at hrlconferences@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 2017 Summer Intern Contract for Residential Services.
- B. Complete fully the Contract application/Campus Safety Questionnaire.
- C. Sign (written or electronic) the Contract application in the space indicated (if applying online AND under the age of 18, a completed Parent/Guardian Signature Form). The signature indicates knowledge of and agreement to all Contract provisions.
- D. Pay the \$150 pre-payment.

Enrollment at an institution of higher education for spring 2017 and employment verification are requirements for application for summer Intern Housing at UNC Charlotte. Only after submitting the Contract application, Questionnaire, 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 2017 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 except as otherwise provided in this Contract. Only those students registered during the 2017 spring semester at an institution of higher education and employed in a summer internship 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 the completed Intern Application is received by UNC Charlotte's Department of Housing and Residence Life, including 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 21, 2017, and, contract depending, ending on Saturday, August 5 (unless otherwise terminated pursuant to this Contract). The student agrees to pay \$100.00 for each day or part of day in residence beyond August 5, 2017.

For the purposes of this Contract, a "signed contract" is created when an Application is submitted containing 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 completes the Intern Housing application and selects acceptance of the terms and conditions of the contract.

- D. **Entire Agreement Modification.** 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.

Should this agreement be modified by the Associate Vice Chancellor and Director of Housing and Residence Life, applicants will be notified of changes 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 summer intern period beginning at 12:00pm, Sunday, May 21, 2017, and ending at 12:00pm, Saturday, August 5, 2017.

Under rare circumstances and only by prior agreement, the intern may be granted approval to move into University housing before the period of occupancy or move into guest housing after the date outlined above. If given approval for housing, the student agrees to pay the cost of such housing. Additionally, the student 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 student is assigned. A student is not permitted to 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.

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

If the student's co-operative or intern employment is terminated, his/her housing Contract is immediately cancelled.

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 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.** A pre-payment of \$150.00 (U.S.) is required and due in full with each Application submitted, which will go toward the intern's rent. All Housing charges are due by July 1, 2017. Upon check-in, the student will receive an invoice for their entire contracted stay. Students may remit payment by credit/debit card online or at the Cashier's Office, or pay with cash or check at the Conference Service Desk. Checks should be made payable to "UNC Charlotte."

Housing fees include rent and all utilities. Housing fees may also include Internet and media.

The rate for Intern Housing is \$27.25/contracted day or \$25/contracted day if the internship is sponsored by a UNC Charlotte department.

- 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 main office of the Department of Housing and Residence Life.

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, cable and/or Internet services.

- K. **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. Failing to maintain enrollment status at an institution of higher education and/or employment in a co-operative or intern program throughout the period of occupancy.
7. 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.
8. Possession or use of any controlled substance identified in Schedule I and II (N.C. General Statutes 90-89 or 90-90).
9. Failing to pay charges for residential services when due.
10. Failing to claim room on the start date listed on the student's Contract application.
11. Failing to complete the prescribed check-in procedure (i.e., picking up key, signing key 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 approved service animals) in University residential facilities.
15. Permitting regular use by others of space assigned to the 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 601.5 (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, and guests, visitation, health and safety inspections, and technology resources. These policies can be found on the University's website and the Department's website.

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 student from campus residence. Occurrence of any breach listed in Paragraph K, 7-17 above will, at the discretion of UNC Charlotte, result in cancellation of the Contract 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.

Except as provided in Paragraph G 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 criminal prosecution.

- M. **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 and the Resident Student Handbook. These policies can be found on the University's website. Failure to comply with these policies may result in cancellation of this Contract and/or disciplinary action.
- N. **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.
- O. **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 accepted) will be paid collectively by the students of the appropriate area(s).
- P. **Condition of Room.** The student agrees to leave the 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 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).
- 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 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.
- 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 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 Force Majeure, 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 Pre-Payment.** 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 Contract, no refund of housing charges will be made.
 2. If Cancellation of Services occurs prior to April 1, 2017, the student will be refunded the \$150.00 pre-payment.
 3. If Cancellation of Services occurs after arrival between May 21, 2017 and August 5, 2017 the student will forfeit the deposit and be responsible for the cost of 30 night's stay in intern housing, regardless if the guest stayed 30 nights.
- U. **Contract Cancellation by Student.** In order to cancel residential services, the student must send a written request for termination of the Contract to: Jennifer Hamblin, Assistant Director for Guest Services, Department of Housing and Residence Life, The University of North Carolina at Charlotte, 9201 University City Boulevard, Charlotte, NC 28223-0001 or to hrconferences@uncc.edu. 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 may be released from his/her contract when written request for termination is submitted and applicable charges are paid for the balance of his/her stay.
- V. **Vacating Room after Cancellation.** Once a request for cancellation of the Contract has been made, and is approved by the Department of Housing and Residence Life, the student must complete all check out procedures and vacate the residential facilities 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 will be made if the University fails to provide residential 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 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 submitting an email to HRLFacilities@unc.edu including name, building and room number and that the student was housed in Intern Housing. 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.

Revised 12.19.16