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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.

To comply with federal and state laws, the Department of Housing and Residence Life may house service or assistance animals in its residential buildings (or halls). Such animals and pets must be preauthorized in writing by Housing and Residence Life administration and required documentation must be on file before they are brought to campus. 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, 2020 to prevent a room assignment with or near a service animal.

The Summer 2020 Contract for Residential Services (hereinafter, “the Contract”) sets forth rights and responsibilities of the intern and UNC Charlotte in connection with housing, cable television and Internet access. The Contract is for the Summer 2020 period and is between UNC Charlotte and the intern whose name appears on the written or electronically submitted Application for Intern Housing (hereinafter, the “Application” or “Contract Application”). As referenced in the balance of this document, a "Completed Application" consists of: a complete written or electronically submitted Application for Intern Housing form; a pre-payment (U.S. dollars only), 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.** Interns 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. Interns 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.

Interns 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, 2020.

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 intern 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 intern and should be established well in advance of the time such services are to begin. If the intern has
provided documentation that a personal attendant is necessary for the intern such that the personal attendant will need access to University–operated housing, then the intern 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, 2020. If the intern is unable to provide such documentation by those dates, the intern should contact the Department of Housing and Residence Life to ask for an extension.

Forms for providing this attendant background information and lists of local agencies that provide personal care attendants can be found on the Office of Disability’s website at ds.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.

Questions. Should you have additional questions concerning intern housing at UNC Charlotte, contact the Department of Housing and Residence Life at (704) 687-7502, or by e-mail at hrlconferences@uncc.edu.

To apply for residential services, the intern should:

A. Carefully read the terms and conditions of the Contract.
B. Complete fully the Contract Application.
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 $250 non-refundable pre-payment.

Enrollment at an institution of higher education for Spring 2020 and employment verification are requirements for application for summer Intern Housing at UNC Charlotte. Only after submitting the Contract Application and non-refundable prepayment, and then receiving written confirmation of space or a specific assignment is the intern assured Summer Intern Housing accommodations.
Part II. Terms and Condition of the Summer 2020 Intern Housing Contract for Residential Services

A. Introduction. This Contract sets forth specific rights and obligations related to intern residence at UNC Charlotte. The intern and UNC Charlotte recognize and agree that Housing and Residence Life is one aspect of a larger set of relationships between the intern and the University. The intern 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 intern 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. Only those students registered for the Spring 2020 period, concurrently enrolled during the Summer 2020, or enrolled in the Fall 2020 period at an institution of higher education in addition to being employed in an internship, job, training program, or co-operative education program are eligible to obtain or retain the license conferred by the Contract.

C. Applicability. The requirements of this Contract apply to all interns, regardless of the type of housing supplied (suite or apartment). The Contract obligates the intern 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.

D. Duration of Contract. This Contract becomes effective after the completed Application is received by UNC Charlotte’s Department of Housing and Residence Life, including submission of the $250 non-refundable prepayment, and written acceptance of the intern into Intern Housing by UNC Charlotte, and is, for the summer intern period beginning on Sunday, May 17, 2020, and, contract depending, ending on Saturday, August 1, 2020, (unless otherwise terminated pursuant to this Contract). Limited space may be available for interns looking to stay past August 1, or those needing services during the Fall 2020 to Spring 2021 academic year, on a first come-first serve basis. The intern agrees to pay $100.00
for each day or part of day in residence beyond that date as outlined in paragraph S.

For the purposes of this Contract, a “signed contract” is created when an Application is submitted containing the intern’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, interns (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 an intern completes the Intern Housing application and selects acceptance of the terms and conditions of the contract.

E. Entire Agreement Modification. The terms and conditions set forth in this Contract shall constitute the agreement between UNC Charlotte and the intern with respect to residential services. This contract may not be modified except in writing by the Associate Vice Chancellor for Student Affairs.

Should this agreement be modified by the Associate Vice Chancellor for Student Affairs, 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. No other notification will be provided.

F. Period of Occupancy. UNC Charlotte will provide intern housing for the summer period beginning at 12:00pm, Sunday, May 17, 2020, and ending at 12:00pm, Saturday, August 1, 2020 with limited availability to stay until 12:00pm August 8, 2020.

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 after the date outlined above. If given approval for housing, the intern agrees to pay the cost of such housing and understands that they may be required to move to a temporary space. Additionally, the intern agrees that all other terms and conditions of this Contract apply during their entire length of stay in intern housing.

G. 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 intern is assigned. An intern 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.

To avoid vacancies resulting from late cancellation of this Contract by interns, the 
University reserves the right to contract for housing with a slightly larger number 
of interns than it has regular housing spaces available. Such overbooking may 
require that one extra intern will be assigned to a room, suite, or apartment not 
normally intended for occupancy by the extra intern; or that interns may be 
temporarily placed in a Resident Advisor (student staff) unit. These assignments 
are intended to be temporary. The University will reassign the extra residents to 
regular housing assignments as vacancies occur due to normal attrition. The intern 
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.

H. Maintaining Eligibility. The intern’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 intern’s breach 
of Contract.

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

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

The University reserves the right to exclude immediately, without prior notice, any 
intern 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 residential activities, including those of conference operations.

I. Housing Deposit and Payment of Residential Services Charges. A non-
refundable pre-payment of $250.00 (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, 2020 unless prior arrangements have been made with the 
Department of Housing and Residence Life. Prior to check-in, the intern will 
receive an invoice for their entire contracted stay. Interns may make payment by 
credit/debit card online, or pay with cash or check at the UNC Charlotte Cashier’s 
Office or by contacting hrlconferences@uncc.edu. Checks should be made 
payable to “UNC Charlotte” for "Intern Housing."
Housing fees include rent, all utilities Internet, cable, and laundry services.

The non-sponsored rate for Intern Housing is $29.50/contracted night for a space in a 4-bedroom/4-person apartment or $27.50/contracted night for space in a 2-bedroom/2-person suite. The sponsored rate is $29.25/contracted night for a space in a 4-bedroom/4-person apartment or $27.25/contracted night for space in a 2-bedroom/2-person suite. If the internship is sponsored by a UNC Charlotte department, the rate is $27.82/contracted night for a space in a 4-bedroom apartment or $26.92/contracted night for a space in a 2-bedroom/2-person suite.

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

L. **Events Constituting Breach of Contract by Intern.** The intern 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 internship 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 intern’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 unauthorized 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. General 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.
M. **Effect of Breach.** The occurrence of any breach listed in Paragraph L, 1-6 above WILL result in cancellation of this Contract by UNC Charlotte and exclusion of the intern from campus residence. Occurrence of any breach listed in Paragraph L, 7-17 above will, at the discretion of UNC Charlotte, result in cancellation of the Contract and exclusion of the intern from campus residence. No refund of housing charges will be made to the intern if the intern is dismissed for disciplinary action or breach of contract.

Except as provided in Paragraph H above, the University will notify the intern of breach and the intern will then have 48 hours after notice to appear before the Associate Vice Chancellor for Student Affairs (or his/her designee) to present any evidence the intern deems appropriate. The Associate Vice Chancellor for Student Affairs (or his/her designee) will make a determination whether the Contract is terminated by the breach and announce that decision to the intern. The intern 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.

N. **Policies.** The intern 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 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 intern 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 intern agrees to pay costs of repair for damage (normal wear and tear excepted) to the assigned room, suite, or apartment. The intern further agrees that costs for repairs of damages to common areas (normal wear and tear excepted) will be paid collectively by the residents of the appropriate area(s).
Q. **Condition of Room.** The intern 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.

R. **Return of Key(s).** The intern agrees to surrender key(s) on or before the last day of occupancy. Failure to do so will result in the intern 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 intern 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 intern does not vacate the space assigned by the University at the conclusion of the occupancy period specified in this Contract, or if the intern 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 intern (or any person admitted to the space by the intern) 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 intern 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 intern’s failure to vacate and restore the space is due to Force Majeure (see paragraph X), the intern shall be liable to the University for any loss suffered by the University if another resident who has the right to use the space is materially delayed or impaired from use by the intern’s failure to vacate and remove personal property from the assigned space.

T. **Refund of Charges for Residential Services and Housing Pre-Payment.** The intern 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 intern 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. The $250 deposit/pre-payment is non-refundable.

3. A prorated, nightly-rate refund will be made for dates paid over the amount listed on the invoice, if the intern changes their dates of arrival or departure, notifies housing in writing. The request must be made before May 1, 2020 or before the intern checks-in, whichever comes first.

4. Interns are able to change their arrival/departure dates up until May 1, 2020. After that, all check-in and check-out date changes must be approved by Housing and Residence Life, to insure we can accommodate your request, and to discuss how it will affect your balance. Requests for check-in/out date changes can be sent to hriconferences@uncc.edu or updated by logging back into your application.

5. To appeal a decision relating to refunds of dining, housing, and related services, see paragraph Y.

U. **Contract Cancellation by Intern.** In order to cancel residential services, the intern may cancel through the application website. The $250 deposit is non-refundable. If an intern chooses to cancel their application after arrival, the intern will be responsible for payment of all nights originally requested on their Intern Housing Application.

V. **Cancellations Under Special Circumstances.** An intern 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.

W. **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 intern 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.

X. **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.

1. **Evacuation and Relocation.** In the event that a Force Majeure requires evacuation or relocation of the intern 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 intern must immediately comply with such evacuation or relocation order. UNC Charlotte shall have no responsibility for loss of, or damage to, the intern’s personal property that is left behind in any residential facility following the intern’s evacuation or relocation.

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

Y. **Appeals for Charges or Fees.** Interns 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 hrconferences@uncc.edu including name, building and room number. 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.
Part III. Terms and Conditions for Internet Services

Internet Access. By signing this agreement, the intern agrees to abide by the terms and conditions of the University’s Standard for Responsible Use policy statement which can be found online at itservices.uncc.edu/iso/standard-responsible-use, as well as all other applicable University computing and technology policies.