NC State University Housing
Residence Halls and Wolf Village Apartments
2014-2015 Agreement
Please read this document carefully.

1. RESIDENTIAL FACILITIES COVERED BY THIS AGREEMENT: NC State University Housing agrees to provide housing for the student in either a Residence Hall or in the Wolf Village Apartment complex based upon established assignment criteria. This agreement does not guarantee an assignment in a specific building or room. The student's electronic signature on the Housing Application or Room Selection process binds the student to this Agreement. A copy of this Agreement may be obtained from our homepage at www.ncsu.edu/housing. Students under the age of 18 are required to have a parent / guardian complete a parental approval form found at http://www.ncsu.edu/housing/forms/parental_approval.pdf.

Contract Commitment: No term or condition of this NC State Housing agreement may be waived and no statement made by NC State University or its agents is considered a waiver of any term or condition of the agreement, whether expressed or implied.

2. NOTIFICATION AND COMMUNICATION: University Housing will send notices/ correspondence to the NC State student’s email account provided by the University. If University Housing does not have an issued NCSU email address for the student, University Housing will use the email address provided on the NC State Housing application. Since this agreement is between the student and University Housing, information relating to the assignment including but not limited to: physical location of assignment, roommate information, the room change process, or housing appeal, will only be discussed with the student unless a parental waiver is completed. All housing assignments are posted on the student’s MyPack Portal account, the assignment posted on MyPack Portal supersedes any assignment(s) communicated via email, over the phone, or by any representative of University Housing.

3. SEVERABILITY CLAUSE: The provisions of this Agreement are severable, and in the event that any provision of this Agreement shall be determined to be legally unenforceable, all other provisions shall remain in force.

4. PERIOD OF AGREEMENT This agreement is for the ACADEMIC YEAR, two terms (fall and spring) or one term if entering in the spring term. The student is liable for all costs associated with living on campus.

Residence Halls

4.1 Unless noted otherwise, all Residence Halls open at 12:00 noon on Friday, August, 15th,
4.2 All Residence Halls close during Thanksgiving break, Wednesday, November 26 through Friday, November 28, 2014. Official closing and opening times will be posted on the University Housing web page.
4.3 All residence halls close for Winter Break on December 18 at - noon for non-graduating students and 5 p.m. for graduating students. Non graduating students must check out of their residence hall rooms 24 hours after their last final exam of the term.
4.4 Residence Halls open for the spring semester on January 4, 2015. All Residence Halls will be closed for Spring Break, Saturday, March 7 through Sunday, March 15, 2015.
4.5 Residence Halls close at the end of the spring term on Friday, May 8 for non-graduating students and Saturday, May 9 for graduating students. Non graduating students must check out of their residence hall room 24 hours after their last final exam of the term.
4.6 Limited housing is available in guest rooms during periods when the residence halls are closed for students who are unable to leave campus. Space is limited, first come first served and costs are in addition to residence hall rent.

Wolf Village
4.7 Wolf Village opens for occupancy on Sunday August 10, 2014 and closes at noon on May 10, 2015. Wolf Village is open during all break periods and holidays. Students not returning to Wolf Village for the spring term, must check out of the facility no later than 24 hours after commencement.

5.0 ELIGIBILITY: Priority for on-campus housing shall be given first to full-time, matriculated, degree-seeking students; undergraduate students must be enrolled for a minimum of twelve (12) credit hours per term and graduate students a minimum of nine (9) credit hours per term.

5.1 Non-degree and part-time students working toward a degree may be assigned based on available space.
5.2 Students living on campus who do not meet the minimum credit hours must complete a waiver. The request will be reviewed and the student will be notified by email.
5.3 NC STATE welcomes all persons regardless of sexual orientation, age, veteran status, color, disability, national origin or ancestry.
6.0 ROOM COSTS: Housing costs are billed by the University Cashier’s Office for each term. Costs are subject to change annually. Payments must be made in accordance with Cashier’s Office deadlines.

7.0 ACADEMICALLY SUSPENDED: University Housing will contact suspended students by phone and email. The student shall have three (3) business days to inform the Assignments’ office of any errors or issues that may be cause for reinstatement. Students who fail to respond by the deadline will have their current and future housing assignment/application canceled. Appropriate termination charges shall apply. Students missing the deadline may request to have their applications re-activated and placed on the waiting list.

8.0 ASSIGNMENTS: Rooms shall be occupied only by the person(s) assigned to them by University Housing. Assignments are not transferable. Subletting is not permitted. University Housing may move residents for consolidation, disciplinary action, facility failure, or for other reasons in response to unforeseen circumstances. Students shall not conduct a business, sales or fundraising endeavor in residential facilities. See NC State’s Policies, Regulations, and Rules (PPRs) website at http://www.ncsu.edu/policies/finance/facilities/REG07.25.1 2.php

8.1 Student assignments are made without regard to race, creed, color, sexual preference or national origin. Assignment priority is based on date of receipt of the Housing Application and accepting, the terms of the agreement

8.2 Room/Roommate Preferences: Assignment to a preferred building, room, apartment or with a specific roommate is contingent upon availability and is not guaranteed. If preferred space is not available, University Housing will assign the student to an available space on campus. Agreements are not terminated and refunds will not be issued if preferred room, building, or roommate requests cannot be granted.

8.3 Vacancies: University Housing reserves the right to assign students to all available bed spaces. If there is a vacancy in a double occupancy room, the student assigned to the space must maintain the room in a manner that would permit another resident to move in immediately and without prior notification. Failure to do so will result in the student’s rental rate being adjusted to the private room rate for his/her residence hall.

8.4 Room/Roommate Changes: Any assignment change must be first approved by University Housing. Students who wish to change an assignment or roommate must complete the room change request via Mypack Portal. Submitting a request does not guarantee that a move or change will be granted. Students who change assignments without permission from University Housing may be charged an improper check out fee.

9.0 ROOM CONSOLIDATION: Students living alone in double rooms in the Residence Halls may be required to consolidate to provide space for new assignments. In cases in which none of the parties wish to move, priority is determined by (1) time living on campus, (2) enrollment by credit hours, and (3) receipt of initial Housing Application.

10.0 DAMAGE CHARGES: Charges for loss or damage in a student room, suite, or apartment shall be assessed to the student(s) of that room, suite, or apartment. Charges for loss or damages to common areas not able to be assessed to a particular individual may be charged against the residential unit (floor, suite or building). Keys are the property of the University and must be returned when students move out of their rooms. Failure to return keys shall result in charges to the students to cover the cost of replacement. Each resident is required to complete a room condition report (RCR) before moving into their assigned room.

11.0 ALTERATIONS: No changes will be made in the residence hall/ apartment without the expressed written permission from the Director of Housing. Furniture from common areas, lounges, and study areas are not permitted in student rooms. All furniture provided by University Housing must remain for the duration of residency. Residents may not remove, store or trade furnishings from their assigned space.

12.0 RIGHT OF ENTRY: NC State reserves the right to enter student rooms for the following reasons: to take inventory, fire protection, sanitation, safety, maintenance, rule enforcement, inspection, repairs, to evaluate conditions that could affect the health or safety of residents, to manage the rooms in the event of an emergency, or for any other purpose in accordance with University policy. The student is not required to be present at the time of entry.

13.0 LIABILITY and UTILITIES: The University has no responsibility for the loss, damage or theft of property belonging to or in the custody of the student for any cause whatsoever. Students are encouraged to carry personal property insurance. Failure of utility services shall neither render the University liable for inconvenience to students or damage to property, nor reduce room rents, nor relieve students of obligations under the Agreement. Utility services may be reduced or cut off during prolonged vacation periods.

14.0 TERMINATION OF AGREEMENT BY THE UNIVERSITY: Upon notice, the University reserves the right to terminate this Agreement and take possession of
the room at any time for violation of the Agreement, standards outlined on the Housing website, the Code of Student Conduct, and/or for reasons of order, health, safety, and discipline, academic deficiency, disciplinary suspension or dismissal, or when the resident exhibits disruptive behavior. Students shall be responsible for all termination charges. The University shall allow a maximum of forty-eight (48) hours to vacate assignment and check out.

14.1 At its discretion, University Housing may deny on-campus housing to students who have been charged or convicted of a felony or are a significant risk to the safety or health of the residential community.

14.2 Housing has zero tolerance for illegal drug use in any campus residential facility. Any resident found responsible or guilty of possessing or using illegal drugs will typically have their housing agreement terminated.

14.3 Students may have their agreement terminated on an interim basis and shall be responsible for the room rent during the interim termination period. Students whose agreement is terminated on an interim basis must vacate student housing and surrender all keys, Fobs, or other access devices at the time of officially vacating the building.

14.4 Students whose agreement is terminated by University Housing must follow all check out procedures and surrender all key(s), Fobs, or other University Housing issued access devices within 48 hours of notification of agreement termination.

15.0 TERMINATION OF AGREEMENT BY THE STUDENT: The student may terminate this Agreement by completing the online Pending Cancellation Form and shall be assessed appropriate termination charges. All cancellation fees are in effect once a student’s assignment is posted to MyPack Portal. Only University Housing may process an on-campus housing cancellation. Failing to move into a residential facility does not automatically release the student from the housing agreement.

15.1 Daily charges are calculated by dividing the room rent by the number of days (first day of check-in through last day of class) per term.

15.2 Students whose agreement is terminated by University Housing shall be responsible for payment of the entire term’s room rate.

15.3 The student pays only daily charges if this Agreement is cancelled for one of the following reasons: Co-op, National Student Exchange, International Student Exchange Program, non-registered, official withdrawals, or academic suspensions.

15.4 Students who cancel by June 30 will be charged three hundred dollars ($300).

15.5 Students who cancel between July 1 and July 31 will be charged twenty-five percent (25%) of the fall term rent.

15.6 Students who cancel on or after August 1 will be charged fifty percent (50%) of the remaining Agreement plus daily charges.

15.7 New incoming students for the Spring term who cancel prior to the first day of check-in will be charged three hundred dollars ($300).

15.8 New incoming students for the Spring term who cancel on or after the first day of check-in will be charged fifty percent (50%) of the remaining Agreement rent plus daily charges.

16.0 Greek Waiver: University Housing agrees to suspend the resident’s obligation to their Housing Agreement if the student is moving into a Fraternity or Sorority House on campus in NC State’s Greek Village. The resident and the Office of Greek Life must provide documentation that the resident will be residing on Greek Village. The Office of Greek Life maintains an annual list of recognized on campus houses. Students will continue to be charged daily rates until the resident completes the Residence Hall or Wolf Village Apartment check out process. Students moving into an off campus fraternity or sorority house are charged cancellation fees.

17.0 FACILITIES AND GUIDELINES: The facilities are reserved for the exclusive use of resident students and their invited guests. Residents are responsible for the behavior of their guests.

17.1 Students are responsible for reporting all maintenance issues immediately through the on line work order system or by contacting hall staff.

17.2 Common areas including but not limited to lounges and lobbies are reserved for the use of the residents, therefore no resident may store personal items in these spaces.

18.0 STANDARDS and GUIDELINES: University Housing community standards and guidelines are published on the University Housing website at www.ncsu.edu/housing. Student compliance with these guidelines is a condition of this Agreement. Failure to adhere to the written instructions from Disciplinary Conferences, Housing Conduct Board actions, or to comply with the reasonable directives of University officials acting in the performance of their duties, may be deemed a violation of University Housing guidelines. University Housing may make changes in its guidelines, as deemed necessary, in the interest of health; safety, discipline or educational purposes, and students shall abide by such changes in policies.
19.0 EXCEPTIONS TO ANY PROVISION OF THIS AGREEMENT: University Housing retains the discretion to waive any requirements of this Agreement. To request an exception, the student should complete an Appeal Request on line available at http://www.ncsu.edu/housing/agreements. The student will be informed of the decision by email. Contact University Housing: Phone: (919) 515-2440, Email: Housing@ncsu.edu, Fax: (919) 831-3542, Homepage: http://www.ncsu.edu/housing

20.0 Photo Release: The student grants NC State Housing permission to: record student’s participation and appearance on videotape, audiotape, film photograph or any other medium; use student’s name likeness, voice and biographical material in connection with such recordings, exhibit or distribute such recordings in whole or in part without restrictions or limitation for any legal purpose, including without limitation educational or promotional purpose, which the University and those acting pursuant to its authority deem appropriate; and copyright such recordings in its own name or to publish, to market and to assign without consideration, compensation or report to student. Student hereby waives any right to inspect or approve the finished electronic, photograph, or printed matter that may be used in conjunction with them now or in the future. The student expressly releases NC State, its agents, employees, licensees and assigns from any and all claims which the student may have for invasion of privacy, right of publicity, defamation, copyright infringement, or any other causes of action arising out of the use, adaptation, reproduction, distribution, broadcast or exhibition of such recordings.

21.0 NOT A LEASE: The agreement is not a lease and is not governed by the North Carolina Landlord Tenant Act. University Housing residence halls and Wolf Village apartments are located on land owned by the State of North Carolina.