NC State University Housing
Residence Halls and Wolf Village Apartments
2015-2016 Agreement

Please read this document carefully.

1.0 AGREEMENT: NC State agrees to provide housing for the student in either a residence hall or in the Wolf Village Apartment complex based upon established assignment criteria. The student indicates his/her acceptance of the terms of this Agreement via the student’s electronic signature on the Housing Application or acceptance of the terms of the agreement during the room selection process. Students under the age of 18 are required to have a parent/guardian complete and submit the parental approval form found at http://housing.ncsu.edu/forms/parental_approval.pdf.

2.0 NOTIFICATION AND COMMUNICATION: University Housing will send notices/correspondence to the student’s NC State email account. If University Housing does not have a NC State email address for the student, University Housing will use the email address provided on the student’s Housing Application. Because this Agreement is between the student and NC State, information related 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 in the student’s MyPack Portal account. The assignment posted in MyPack Portal supersedes any assignment(s) communicated via email, over the phone, or otherwise by any representative of NC State, Campus Life, or University Housing.

3.0 PERIOD OF AGREEMENT:
3.1 This Agreement is effective upon NC State’s posting of the student’s housing assignment in MyPack Portal and continues throughout the full ACADEMIC YEAR (both fall and spring terms), unless the student graduates following the fall term or enters for the spring term.

Residence Halls

3.2 Unless noted otherwise, residence halls open at noon on Friday, August 14, 2015.

3.3 Residence halls close during Thanksgiving Break: Wednesday, November 25 through Friday, November 27, 2015. Official closing and opening times will be posted on the University Housing website.

3.4 Residence halls close for Winter Break on Friday, December 18, 2015 at noon for non-graduating students and 5 p.m. for graduating students. Non-graduating students must check out of their rooms no later than 24 hours after their last final exam of the fall term.

3.5 Residence halls open for the spring term on Sunday, January 3, 2016. Official opening times will be posted on the University Housing website.

3.6 Residence halls close during Spring Break: Saturday, March 5 through Sunday, March 13, 2016. Official opening times will be posted on the University Housing website.

3.7 Residence halls close at the end of the spring term on Friday, May 6, 2016 for non-graduating students and Saturday, May 7, 2016 for graduating students. Non-graduating students must check out of their residence hall rooms no later than 24 hours after their last final exam of the spring term.

3.8 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 and provided first-come, first-served. Cost of break housing is in addition to housing costs under this Agreement.

Wolf Village

3.9 Wolf Village opens for occupancy on Sunday August 9, 2015 and closes at noon on May 8, 2016. 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 their last final exam of the fall term unless participating in commencement.

4.0 ELIGIBILITY FOR HOUSING:

4.1 Assignment priority for housing is given 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.

4.2 Non-degree and part-time students working toward a degree may be assigned based on available space.

4.3 Students failing to meet the minimum credit hour requirement for eligibility must complete a waiver request. The request may be granted at NC State’s sole discretion. The student will be notified by email.

4.4 Housing is available for all eligible students regardless of age, color, disability, gender identity, genetic information, national origin, race, religion, sex, sexual orientation, or veteran status.

4.5 At its sole discretion, NC State may deny housing to students who have been charged with or convicted of a felony or are a significant risk to the safety or health of the residential community.

5.0 HOUSING 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. Failure to
make timely payment of housing costs may result in termination of this Agreement by NC State.

6.0 ROOM ASSIGNMENTS:
6.1 Rooms shall be occupied only by the student(s) assigned to them by University Housing. Assignments are non-transferable. Subletting is not permitted.
6.2 NC State makes assignments without regard to age, color, disability, gender identity, genetic information, national origin, race, religion, sex, sexual orientation, or veteran status.
6.3 Assignment priority is based on the date of receipt of the Housing Application and acceptance of the terms of this Agreement.
6.4 Room/Roommate Preferences: While University Housing strives to meet student requests for a preferred room, facility, or roommate, this Agreement does not guarantee such an assignment. If preferred space is not available, University Housing will assign the student to another available space on campus. Agreements are not terminated and refunds will not be issued if preferred room, facility, or roommate requests cannot be granted.
6.5 Vacancies: University Housing reserves the right to assign students to all available bed spaces. If a vacancy exists in a double occupancy room, the student assigned to the room 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 housing cost being adjusted to the private room rate for his/her facility.
6.6 Room/Roommate Changes: Assignment changes must be first approved by University Housing. Students wishing to change a room assignment or roommate must complete the room change request in MyPack Portal. Submitting a request does not guarantee that a change will be granted. Students changing assignments without permission from University Housing may be charged an improper check out fee.
6.7 NC State may move residents for consolidation, disciplinary action, facility failure, or other reasons in response to unforeseen circumstances in its sole discretion.
6.8 Room Consolidation: Students living alone in double occupancy rooms may be required to consolidate to provide space for new assignments. In cases in which neither student wishes to move, priority is determined by (1) time living on campus, (2) enrollment by credit hours, and (3) receipt of initial Housing Application.
6.9 Students moving from one Campus Life facility (residence hall/Wolf Village/Wolf Ridge/Greek Village/E.S King/Western Manor) to another Campus Life facility is bound to the applicable agreement/community standards/costs for the new facility assignment. Students may also be responsible for any applicable termination fees resulting from the assignment transfer.
7.0 ROOM DIMENSIONS: University Housing provides general measurements for each residence hall/apartment style on its website and in other printed materials. Because each building is unique, variations exist in room dimensions. University Housing recommends that students use measurements as a general guide only. Refunds, credits, or cancellations will not be granted because of variations in dimensions.

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

9.0 ALTERATIONS: Students shall make no alterations or changes to rooms without the prior written approval of the Associate Director of the respective residential area. Furniture from common areas, lounges, and study areas are not permitted in student rooms. All furniture provided by NC State must remain in the room for the duration of residency. Residents may not remove, store or trade furnishings from their assigned room.

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

11.0 NC STATE’S LIABILITY: NC State 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 NC State liable for inconvenience to students or damage to property, nor reduce housing costs, nor relieve students of obligations under this Agreement. Utility services may be reduced or cut off during breaks and prolonged vacation periods.

12.0 TERMINATION OF AGREEMENT BY NC STATE: 12.1 NC State reserves the right to terminate this Agreement and take possession of the room at any time for violation of this Agreement, applicable community standards, the Code of Student Conduct, and/or for reasons of order, health, safety, discipline, academic
deficiency, disciplinary suspension or dismissal, or when the resident exhibits disruptive behavior.

12.2 Students whose Agreement is terminated by NC State are responsible for payment of all housing costs associated for the term in which the violation occurred.

12.3 NC State has zero tolerance for illegal drug use in any campus residential facility. NC State may terminate this Agreement for any resident found responsible or guilty of possessing or using illegal drugs.

12.4 NC State allows a maximum of forty-eight (48) hours to vacate and check out of the facility.

12.5 NC State may terminate this Agreement on an interim basis, in which case the student shall be responsible for housing costs during the interim termination period. Students whose agreement is terminated on an interim basis must vacate the facility and surrender all keys, fobs, or other access devices.

12.6 Following NC State’s termination of this Agreement, students must follow all check out procedures and, upon vacating the facility, must surrender all keys, fobs, or other access devices.

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

13.0 TERMINATION OF AGREEMENT BY STUDENT:

13.1 The student may terminate this Agreement by completing the online Pending Cancellation Form in MyPack Portal. Appropriate termination charges shall be assessed. All termination fees are in effect once a student’s assignment is posted to MyPack Portal. Only University Housing may process an on-campus housing termination. Failing to move into a residential facility does not release the student from this Agreement.

13.2 There is no termination charge if a resident finds another student (not a current resident) who meets eligibility requirements to buy out the remainder of the Agreement.

13.3 Daily cancellation fees are calculated by dividing housing costs by the number of days (first day of check-in through last day of class) per term.

13.4 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.

13.5 Students terminating on or before June 30, 2015 will be charged three hundred dollars ($300).

13.6 Students terminating between July 1 and July 31, 2015 will be charged twenty-five percent (25%) of the fall term housing costs.

13.7 Students terminating on or after August 1, 2015 will be charged fifty percent (50%) of the remaining Agreement housing costs plus daily charges.

13.8 New incoming students for the spring term terminating prior to the first day of check-in will be charged three hundred dollars ($300).

13.9 New incoming students for the spring term terminating on or after the first day of check-in will be charged fifty percent (50%) of the remaining Agreement housing costs plus daily charges.

14.0 GREEK WAIVER: NC State agrees to suspend the resident’s obligation to this Agreement if the student moves into a fraternity or sorority house in NC State’s on-campus Greek Village. The resident and the Department of Greek Life must provide documentation that the resident will reside in Greek Village. Students will continue to be charged daily rates until the resident completes the residence hall or Wolf Village check out process. This provision does not apply to students moving into off-campus fraternity or sorority houses, who will be charged a cancellation fee.

15.0 FACILITY STANDARDS AND GUIDELINES:

15.1 Residential facilities are reserved for the exclusive use of resident students and their invited guests.

15.2 Residents are responsible for the behavior of their guests.

15.3 Students are responsible for reporting all maintenance issues immediately through the online work order system or by contacting facility staff.

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

15.5 Students shall not conduct a business, sales or fundraising endeavors in residential facilities. See http://policies.ncsu.edu/regulation/reg-07-25-12.

15.6 Community standards and guidelines are published on the University Housing website. Student compliance with these guidelines is a material term and 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 NC State officials may be deemed a violation of University Housing guidelines and grounds for termination of this Agreement. NC State may make changes in University Housing guidelines, as deemed necessary in its sole discretion, in the interest of health, safety, discipline or educational purposes, and students shall abide by such changes.
16.0 RESNET SERVICE: A student’s completion of the Housing Application also binds the student to the ResNet internet service agreement and signifies that the student has received, read, and accepted all conditions, terms, and policies contained in the ResNet Agreement. By accepting a housing assignment, the student authorizes ResNet to charge the student’s account for ResNet service. For additional information regarding ResNet, please refer to http://oit.ncsu.edu/resnet/terms-and-conditions.

17.0 EXCEPTIONS TO ANY PROVISION OF THIS AGREEMENT: NC State retains the discretion to waive any requirements of this Agreement. To request an exception, the student should complete an Appeal Request available at http://www.housing.ncsu.edu/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. Exceptions may be issued in writing through this waiver process, but no statement made by NC State University or its agents shall be construed as a waiver of any term or condition of this Agreement.

18.0 PHOTO RELEASE: The student hereby grants NC State permission to record the student’s participation and appearance on videotape, audiotape, film photograph or any other medium; use the 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 NC State 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 the student.

The 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.

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

20.0 NOT A LEASE: This Agreement is not a lease and is not governed by the North Carolina Landlord Tenant Act. NC State residence halls and Wolf Village apartments are located on land owned by the State of North Carolina.