

**East Carolina University  
Campus Living License Contract  
New Student- Academic Year 2020-2021**

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PLEASE NOTE: READ ALL SECTIONS OF THIS LICENSE CONTRACT BEFORE SIGNING ONLINE. THIS IS A LEGALLY BINDING DOCUMENT THAT IS IN EFFECT FOR THE ENTIRE ACADEMIC YEAR. THIS CONTRACT DETAILS A SET OF TERMS AND CONDITIONS THAT YOU MUST FOLLOW. ADDITIONALLY, IT GIVES YOU PERMISSION TO USE CAMPUS HOUSING SPACE, AND ONCE AN ASSIGNMENT IS POSSIBLE, IS A GUARANTEE OF SPACE (SUBJECT TO REASSIGNMENT) ON CAMPUS. SUBMITTING THIS SIGNED CONTRACT, APPLICATION FEE, AND ADVANCE ROOM FEE OBLIGATES YOU TO THE TERMS OF THIS CONTRACT AND REQUIRES YOU TO PARTICIPATE IN A MEAL PLAN FOR THE DURATION OF THE CONTRACT. INDIVIDUALS REQUESTING ACCOMMODATION UNDER THE AMERICANS WITH DISABILITIES ACT (ADA) SHOULD CONTACT THE DEPARTMENT FOR DISABILITY SUPPORT SERVICES AT (252) 737-1016 (VOICE/TTY).

**I. AGREEMENT**

East Carolina University (“ECU” or “University”) agrees to provide housing for the Student in a resident hall based upon the established assignment criteria. The Student indicates his/her acceptance of the terms of this Agreement via the Student’s electronic signature on the Contract or acceptance of the terms of this agreement during the room selection process. It is the Student’s responsibly to become familiar with all provisions of this Contract. The Student agrees to abide by all applicable University policies, regulations and rules, including the Campus Living Residents’ Handbook. The University reserves the right, through appropriate authorities, to change its policies as necessary to maximize the achievement of University goals.

This is a Contract for residential services sets forth the rights and responsibilities of the Student and ECU in connection with housing, dining, cable, and internet access. The Contract term is for the 2020-2021 academic year (Fall and Spring semesters) and is between ECU and the Student whose name appears on the written or electronically submitted Campus Living License Contract. If the Contract was submitted online and the applicant is under the age of 18, the parent/legal guardian co-signature must be electronically signed and submitted in order to complete the application process. Upon execution of this agreement, designated living space in Campus Housing will be reserved for you for the entire academic year and term of this agreement.

**II. NONDISCRIMINATION**

ECU provides available housing and residential services in compliance with the federal and state laws and the University’s Notice of Non-Discrimination and Affirmative Action Policy. East Carolina University prohibits unlawful discrimination based on the following protected classes: race/ethnicity, color, genetic information, national origin, religion, sex (including pregnancy and pregnancy related conditions), sexual orientation, gender identity, age, disability, political affiliation, and veteran status.

**III. ELIGIBILITY**

A. This Contract grants a license for secondary temporary use of campus residence facilities and services by the Student in connection with the pursuit of a university education and confers no residence rights on any person who is not a student in good standing at ECU. Only those students admitted to the University), or a currently enrolled student at the University are eligible to obtain the license conferred by this Contract.

B. After admission, you must be currently enrolled at the University for a minimum of nine credit hours in the current term to be eligible to reside in campus housing. If you wish to reside in campus housing but are enrolled in less than nine (9) credit hours, you must obtain permission from the Director of Housing Operations.

C. If you have completed fewer than 24 hours of college credit– excluding AP, dual enrollment, or early college hours – you are required to live in college housing for at least two semesters. Please refer to the Campus Living Residence Halls Required Residency Regulation for information regarding exemptions from this requirement. <https://www.ecu.edu/prr/11/20/01>

D. This Contract is for the 2020-2021 Academic Year. You are not guaranteed housing for future academic years. A new Contract will need to be signed and agreed to for future academic years and/or summer session housing.

#### IV. Period of Agreement and Period of Occupancy

**A. This Contract becomes effective after received by ECU's Department of Campus Living.**

**B. Campus Housing and Dining Opening and Closing Dates.** All residence halls are closed during official University Students must vacate the premises during this period. The meal plan coordinates with the academic calendar and dining hours and services may be limited during university holidays. Purple Bucks funds are always valid for use during the term of this Contract.

**The dates in parentheses are the tentative based on the publication of ECU's academic calendar and are subject to change based on any changes or revisions to ECU's official academic calendar.**

**1. Opening for Move-in.** All residence halls will open by 9:00 a.m. on the Saturday (8/22/2020) before the first day of class for the Fall Semester. Dining Purple or Gold Bucks will be available starting the Tuesday (8/18/2020), before the first day of class for the Fall Semester. Campus dining halls open for dinner the Tuesday (8/18/2020) before the first day of class for the Fall Semester.

**2. Thanksgiving Break.** Campus dining halls close after dinner the Tuesday before Thanksgiving (11/24/2020) and open for dinner on the Sunday after Thanksgiving (11/29/2020).

**3. Semester Break.** All residence halls close at 2:00 p.m. the day of Fall Commencement (12/18/2020) - graduating students may request permission for extended stay through Fall Commencement. Campus dining halls close after dinner, on the last day of finals for the Fall Semester (12/16/2020). All residence halls open at 1:00 p.m., the Thursday (1/7/2021) before the first day of class for the Spring Semester and campus dining halls open for dinner that evening.

**4. Spring Break.** Campus dining halls close after dinner the Friday (3/5/2021) before the first day of spring break for the semester and campus dining halls open for brunch the Sunday (3/14/2021) after spring break.

**5. Closing for End of Year.** All residence halls close at 10:00 a.m., on the day of the Spring Commencement (5/7/2021). Campus dining halls close after dinner on the last day of finals for the Spring Semester (5/6/2021).

**B. Vacating the Halls.** Students must vacate the residence halls within twenty-four hours of the completion of their last scheduled exams or by the official closing date and time stated above, whichever is earliest. Failure to vacate the premises may result a charge of a \$25 daily room rate.

#### V. FEES AND PAYMENT

**A. Reservation Fee.** To reserve a Campus Housing space, you agree to pay the University a one-time \$100 Advance Room Fee and a non-refundable \$100 Application Fee and for this Contract period of the 2020-2021 Academic Year.

**B. Credit of Advance Room Fee.** The \$100 Advance Room Fee will be credited to your account for the Spring Semester housing charges.

**C. Payment Due at Signing/Deferment.** \$100 Application Fee and a \$100 Advance Room Fee (total \$200) must be submitted at (or before) the time of application, unless you are granted a deferment of the charges to paid during the fall semester by Director of Housing Operations, Note that your failure to pay **does not** constitute Contract cancellation pursuant to the terms of this agreement and you will be responsible for making payment even if you do not occupy a residence hall room.

**D. Payment.** The housing and dining fees as established by the University and this Agreement, other than the Advance Room and Application Fee, will be sent to you University account and should be paid through the University Cashier's Office, on its scheduled. The housing and dining rates for 2020-2021 Academic Year and the Application Fee will be the rate determined by the East Carolina University Board of Trustees at the 2020 spring meeting.

**E. Unauthorized Room Changes and Fee.** If you make an unauthorized room change, which includes but is not limited to exchanging room assignment and keys without University approval, you may be required to return to your original assignment, denied the opportunity to participate in any other room change, and/or be assessed \$200 for the unauthorized room change.

**F. Damage Fees.** The University will assess damage charges for unauthorized use of and alterations to rooms, furnishings, equipment, buildings and for excessive cleaning necessitated by improper care of rooms and equipment. Charges may also be made for damages or the costs of cleaning public areas necessitated by improper care of public areas and associated equipment. All residents of a corridor, section, or hall will be held responsible for equal portions of the total damage/excessive cleaning charges to public areas when a specific student or students cannot be identified as responsible. Similarly, all occupants of a particular room will be held responsible in equal portions of the total damage/excessive cleaning related to a specific room, unless evidence demonstrates that a specific student is responsible. Cleaning and damage charges will be billed to the responsible student(s).

**G. Utilities.** The room fee includes all utilities for gas, electric, water, and steam. Failure of utility services shall not render the University liable for inconvenience to you or damage to property; further, breaks in utility service will not reduce the room fee, nor will it relieve you of the obligations under the Agreement. Utility service may be reduced or cut off during prolonged vacation periods in the interest of energy conservation or maintenance.

**H. Campus Dining Meal Plan and Card Fees.** As a resident of Campus Living, you agree to participate in a Campus Dining All-Access meal plan. You are able to review and select a meal plan at the time you submit a contract online or will be notified by e-mail (to your official ECU e-mail address) when selection of meal plans is available.

## **VI. ASSIGNMENTS, ROOMMATE AND PROGRAM REQUESTS**

**A. Equal Opportunity/Affirmative Action.** The University is committed to equality of educational opportunity and does not discriminate against applicants, students, or employees based on race, color, national origin, religion, gender, age, sexual orientation, or disability. ECU is an equal opportunity/affirmative action university, which accommodates the needs of individuals with disabilities. All assignments are made without regard to race, color, national origin, religion, age, sexual orientation, or disability. Residents of the opposite sex will not be assigned to the same room.

**B. Reservation of Hall Space.** You understand that this Contract is for space in campus residential facilities and not for a specific room or building.

**C. Roommate Requests.** To request a roommate, complete the roommate request section accompanying this online contract. Please be aware that you must accurately record your requested roommate's Banner ID as the automated nature of the roommate pairing process requires record of Banner ID. Inaccurate recording of the Banner ID will automatically cancel the pairing request. Requests for Special Programs, medical requests and special accommodations receive priority in room assignments; however, specific roommate requests are considered before the general requests.

**D. General Requests & Program Information.** All preference information related to room assignment collected at the time of contracting (or updated at a later date) may be used in the assignment process. Campus Living cannot not a guarantee of a specific space or room assignment based on preference information or requests.

**E. Reassignment.** The University may reassign your specific room assignment at anytime. The University reserves the right to make room assignments, to authorize or deny room and roommate changes, to consolidate room spaces due to vacancies, and to reassign your room space from one room or residence hall to another, for any reason.

**F. Assignment after the Start of Classes.** If you are assigned a space after the start of classes, your room fees will be prorated for the balance of the Contract period.

**G. Temporary Assignments.** You also may be assigned to temporary space. If assigned to a temporary space, you will be reassigned to a regular assignment as it becomes available. If assigned to temporary housing after the first day of the third week of classes, you will receive a \$50 weekly credit for remaining in a temporary assignment. This credit ceases on the date you receive notice of room space assignment.

**H. Occupation by Assigned Student.** Only the student assigned to a room space is authorized to occupy the room assigned. . The housing space(s) assigned by Campus Living is not non-transferable and cannot be assigned to another student.

**I. Room Change.** Your room assignment may be changed only upon authorization from Campus Living. No changes of room assignments will be made until the seventh-class day of each semester without special permission from Campus Living, which requires a determination of a special need or genuine emergency request. Students will be notified by e-mail of the actual room

change dates. Students who make an unauthorized room change and occupy another housing space will be required to return to the assigned room space, will forfeit edibility for room change, and will be fined \$200 for an unauthorized room change.

**J. Single Room Assignment at Double Rate.** Your housing contract provides occupancy for one half (1/2) of the assigned room space of any double room assignment, unless contracted for a single occupancy room. As a result, the other side of the room must be maintained for roommate occupancy at any time. If space is available, you may request retention of your room as a single at the prevailing single rate, upon approval by Campus Living. This rate will be prorated starting the day the room is assigned as a single.

**K. Consolidation.** The University may consolidate rooms to full capacity when vacancies occur and may move you to another room or building when such consolidation becomes necessary. When the University notifies you of reassignment for consolidation, you may apply for a single room, if available, or complete the room change. This must be approved and completed within seven (7) days after notification to consolidate. If you fail to consolidate within seven (7) days of receiving the notice, you will automatically be charged and obligated to pay the single room rate.

**L. Check In and Late Arrival.** Extensions of time for the arrival period must be requested in writing by contacting Campus Living Assignments Staff, the University is not obligated to hold a space reservation past noon on the first day of classes. If you fail to check in prior to noon of the first day of classes, you will be assigned an available space, including possibly a temporary assignment. The failure to check in and sign for room keys does not constitute cancellation of this Contract and ECU shall bill for the reserved space unless the terms for cancellation and termination of this Contract have been completed.

## VII. CANCELLATION AND TERMINATIONS

### A. Termination by You before July 1, 2020.

The effective date of cancellation of this Contract is the date the Campus Living Resident Contract Cancellation Request form is completed and submitted, either online or in person, to the Campus Living office.

- a. Cancellation on or prior to May 31, 2020, will result in a refund of the \$100 Advance Room Fee.
- b. Cancellation after May 31, 2020 through June 15, 2020, will result in the forfeiture of \$50 from the \$100 Advance Room Fee (\$50 will be refunded)
- c. Cancellation from June 15, 2020 through June 30, 2020, will result in the forfeiture of the \$100 Advance Room Fee.

### B. Termination by You on or after July 1, 2020.

1. General Cancellation and Refund Policy. The effective date of cancellation of this Contract shall be either: (1) the date your belongings are removed, (2) the date your keys are surrendered, (3) the date you are removed from housing by the University, or (4) the date the Resident Contract Cancellation Request form available either online or at the Neighborhood Service Offices (NSOs) is completed and received by the Campus Living office, whichever is later.

In the event of cancellation, refunds for campus housing, are subject to the following:

- a. Cancellation on or after July 1, 2020 for current students will result in forfeiture of the \$100 Advance Room Fee and a payment of a prorated amount of the Room Rate for each day the room was occupied, **plus** fifty percent (50%) of the remaining balance due under the Contract after this prorated amount is paid.
- b. You may petition the Campus Living Appeals Committee (CLAC) for an exception to the above fee structure on the grounds of financial exigency, or family or medical emergency. If you are approved for an exception to the normal cancellation fee structure by the CLAC, you will be required to pay the pro-rated amount of the Room Rate for the time the room was occupied **plus** the lesser of \$400 or fifty percent (50%) of the remaining balance due under the Contract after the prorated amount due for each day of occupancy is paid.
- c. The decision of the CLAC is final.

2. Official Withdrawal Policy and Refunds. If you officially withdraw from the University, first you must complete the application for University withdrawal, available through the Office of the Registrar. In addition, Student Residents must also withdraw from Campus Living by completing a Resident Contract Cancellation Request, available at the Neighborhood Services Offices (“NSOs”). Once all applicable withdrawal processes are completed, a room refund may be issued based upon the effective date of cancellation of the Contract. You will be required to pay the pro-rated amount of the Room Rate for the time you occupied the room. In addition, you forfeit the Advance Room Fee of \$100. If you do not complete the withdrawal process or continue enrollment at the University, you will be charged under the terms of General Cancellation and Refund Policy.

3. Graduation, Semester Abroad, Student Teaching and Internships. You may request cancellation due to your: (a) graduation from the University, (b) absence from campus due to attendance in a semester abroad program, or (c) participation in a student internship or student teaching assignment more than 35 miles from the main campus of ECU. Upon receipt of official documentation of the Study Abroad Program, Student Teaching or Internship, the \$100 Advance Room Fee will be refunded. Students graduating need to apply for graduation with the Office of the Registrar. Room refunds are based upon the effective date of cancellation of the Contract. You will be required to pay the pro-rated amount of the room fee for the time the room was occupied. If it is later determined that you remain enrolled in the University, or do not participate in the scheduled internship or student teaching program, as previously submitted, you will lose your eligibility for the refund and prorated fees, and will be charged under the terms of the General Cancellation and Refund terms of this Contract.

4. Campus Dining Plans – Revision and Cancellation

- a. Changes to meal plans on or after July 1, 2020 are initiated only in the Campus Dining Card office located in Todd Dining Hall. You may cancel your meal plan only if you cancel the housing portion or are removed from University Housing. If you cancel this Contract on or after July 1, 2020, under the General Cancellation and Refund Policy, or if you are removed from Campus Housing, you may be charged a \$150 fee if you cancel your Campus Meal Plan, in addition to any charges from the Campus Housing portion of the Contract.
- b. Canceled meal plans are refunded on a prorated basis on the day the plan is canceled, - less any Purple Bucks funds used and any fees or charges provided herein, such as the buy-out fee and the service charge for changing to a smaller meal plan.
- c. You may make changes to your Fall Semester meal plans until the Friday after Labor Day. You may make changes to your Spring Semester meal plans until the Friday after the Martin Luther King Holiday.

**C. Termination by the University.** ECU reserves the right to terminate this Agreement and take possession of the room at any time for breach or violation of the terms of this Contract, applicable community standards (including the ECU Campus Living Residents’ Handbook) and/or the ECU Student Code of Conduct; the University also reserves the right to terminate this Contract and take possession of the room at any time for reasons of order, health, safety, discipline, academic deficiency, disciplinary suspension or dismissal, or when the resident demonstrates disruptive behavior. Further, the University, in its sole discretion, may terminate this Contract immediately (1) for nonpayment, (2) for failure to abide by the terms of occupancy described in this Contract; (3) for disciplinary reasons, including any violation of the Code of Conduct and/or failure to provide truthful and complete information on any application for admission to the University or for housing; or (4) upon your suspension, expulsion or withdrawal from the University, for any reason.

The University may also, at its discretion, terminate this contract for on-campus housing when the University has reasonable cause to believe that you present an risk to the health or safety of residential community and that the best interests of the University and/or you, and/or other students, would be served by cancellation of this Contract, including but not limited to incidents where a student has been charged or convicted of a felony or other crime that represents a danger to the safety or wellbeing of the community residents. Likewise, if the University becomes aware that you have a record of criminal charges or conviction(s) or other actions indicating that you engaged in behavior(s) that could pose a risk to the safety or health to person or property and/or could be injurious or disruptive to the residence hall community or the living-learning environment, the University may terminate this Contract. The University reserves its right to terminate this contract based on conduct that is the subject of criminal charges regardless of when the related criminal proceedings take place and/or the final results of those criminal proceedings.

If your contract is terminated, you understand and agree that you remain responsible for the payment of room fees under the terms of the General Cancellation and Refund terms of Section VII (B) this Agreement.

## VIII. GENERAL TERMS and CONDITIONS

**A. Standards of Conduct.** Rules and regulations outlined in the online Residents' Handbook and the online Student Handbook on the University websites at [campusliving.ecu.edu](http://campusliving.ecu.edu) for the Residents' Handbook and [www.ecu.edu/studenthandbook](http://www.ecu.edu/studenthandbook) for Handbook respectively, as well as any written revisions to those policies, (collectively, "Residents' Conduct Policies"), are incorporated herein and made a part of this Contract. In the event of a conflict between the rules and regulations as they appear in these Residents' Conduct Policies and the terms of this Contract, this Conduct Policies shall take precedence.

### B. Events Constituting Breach of Contract by Student

**Student specifically understands and agrees that any of the following constitutes a breach of this Contract:**

1. Permitting unauthorized access to Campus Living facilities, by for example, propping open building or suite doors and/or windows or jamming doors; allowing individuals into the building who are not residents of the building; opening secured outside entrance doors, including suite doors, and/or windows of a residence hall.
2. Delivering, surrendering, or otherwise relinquishing possession of the room, suite keys, or key fob to any individual, or permitting the key(s) or key fob to be duplicated or modified.
3. Regularly accepting or possessing another resident's issued keys or allowing access to a resident hall or room that results in theft, damage to property, a breach of security or other harm to the community.
4. Possessing or using weapons such as, but not limited to, firearms, guns, rifles, pistols, bb guns, air rifles, air pistols, paintball guns, crossbows, fireworks, dynamite, bombs, grenades, mines, powerful explosives, bullets or ammunition cartridges, nun chucks, slingshots, leaded canes, black jacks, metallic knuckles, martial arts weapons, throwing stars, Kamas, axes, razor blades, ice picks, dirks, daggers, swords, bowie knives, switchblade knives, butterfly knives, or other knives with blades of more than three inches in length, Tasers, and stun guns. Any item used or possessed for purposes as a weapon will be considered a weapon under this agreement
5. Endangering, injuring, , assaulting, fighting, threatening, intimidating or unlawfully harassing other student(s) or staff member(s).
6. Tampering, alarming (either by action, or with use of an e-cig, cigarettes, burning incense, lit candles, or other open flame), discharging, disconnecting, or dismantling the fire safety equipment, including, but not limited to, fire extinguishers, pull stations, fire hoses, fire sprinklers, heat detectors, or smoke detectors.
7. Starting fires in the residence halls.
8. Stealing or attempting to steal property. Receiving, possessing, or selling/giving away property when the student recognizes or should have recognized, that the property was stolen.
9. Repeatedly disturbing normal housing activities or community living or repeatedly interfering with other students' use and quiet enjoyment of residential facilities.
10. Vandalizing, defacing, destroying, damaging, or misusing private, University, or other public properties.
11. Possession or use of any controlled substance identified in Schedules I, II and III of the NC General Statutes and/or failing to comply with policies regarding use of alcohol.

Upon notice of incident(s) constituting the breach of this agreement, the University will notify the student of breach and the student will then have 48 hours after notice to appeal or provide any evidence the student deems appropriate to respond to the breach of contract notification.

In addition to remedies for breach of contract provided herein, any breach which also constitutes a violation of University policy and/or state or federal law, may also be referred for University action and/or criminal prosecution.

**C. Drugs and Illegal Substances.** Any violation of the terms of this agreement and/or Residents' Conduct Policies by illegally using, possessing, distributing, selling and/or manufacturing an illegal or counterfeit drug or devices used to ingest, distribute, sell and/or manufacture an illegal or counterfeit drug within the residence halls and dining halls, as well as any areas immediately surrounding/adjacent to the residence and dining halls, is a breach of this agreement and will result in the immediate cancellation of this Contract. The areas immediately surrounding/adjacent to the residence and dining halls include, but are not limited to: residence and dining hall courtyards, porches, patios, benches, athletic courts, bike racks, and walking paths. If your Contract is cancelled for violation of this provision, you will be required to move out of your residence hall and forfeit all keys within twenty-four hours of being notified of the outcome of your final appeal. In these cases, a student(s) may maintain their meal plan for the remainder of the academic year.

Appeals must be received within 5 calendar days of your outcome letter. Appeals should be submitted in writing to Campus Living in Jones Residence Hall Main office. Details on information to include in your appeal will be included in the outcome letter.

**D. Use of Premises.** You agree that the premises will be used by you solely for residential and educational purposes while enrolled at East Carolina University. You understand that personal business enterprises shall not be conducted in or from Campus Housing, including internet related business operations. Residence hall rooms and public areas are designated as State facilities, and are controlled by State law and applicable University policy, which prohibit the operation of private, for-profit programs or services within state facilities.

**E. Alterations.** You may not make alterations or repairs to the assigned room, its furnishings, or its equipment without the express written consent of the University. Stacking of furniture not specifically designed to be stacked is prohibited. University furniture must remain in the room and may not be placed in storage.

**F. Room Condition and Damages.** Upon termination of this Contract, you must leave the assigned room, its furnishings, and its equipment in as good an order and condition as the same were upon commencement of your occupancy, ordinary wear and tear excepted. The University will assess damage charges for unauthorized use of and alterations to rooms, furnishings, equipment, buildings and for special cleaning necessitated by improper care of rooms and equipment. In addition to the check by you, maintenance staff will check the room for cleaning/damages. All residents of a corridor, section, or hall will be held responsible for equal portions of the total damage/excessive cleaning charges to a public area when a specific student or students cannot be identified. Cleaning and damage charges will be billed to the responsible student(s).

**G. Abandoned Property.** Personal property left in a room following the termination of occupancy will be deemed abandoned and disposed of in accordance with University policy. You agree and acknowledge that abandoned property may be destroyed or otherwise disposed of immediately by the University, or its designees, without notice to the owner and with no right of reimbursement or compensation on the part of the owner. Students may be charged for the removal of such property.

**H. University's Right to Entry.** The University reserves the right to enter any room, without notice to the occupant, for the purpose of (1) inspection, maintenance, or repair of any issue posing, or potentially posing, a risk to the health and safety of residents or structural or mechanical soundness of the room or residence hall or (2) in the event of an epidemic or emergency when there is reason to believe that the occupants of the room are in serious physical or psychological distress. Every effort shall be made to ensure that at least one occupant is present, or afforded the opportunity to be present, during any such entry. In the event exigent circumstances do not warrant notification to the occupants, a resident advisor/coordinator or other staff member will accompany those entering the room.

**I. Prohibited Items.** A list of items prohibited from use or storage in your room or any other area of housing can be found in the online Residents' Handbook and is incorporated here by reference.

**J. Animals.** With the exception of one ten gallon tank for freshwater fish per room, due to health standards and possible inconvenience to other residents, possession of pets of any kind in any Campus Living space is prohibited including, but not limited to birds, cats, dogs, or other animals. Should an animal be discovered in a residential facility, the animal shall be removed immediately, and the resident shall be responsible for all damages resulting from the animal, including the cost to replace carpeting and flooring. Notwithstanding anything herein to the contrary, service animals and emotional support animals are permitted in residential facilities in accordance with the Americans with Disabilities Act and the Fair Housing Act, provided that residents first registrar such animals with ECU's Office of Disability Support Services.

**K. Key Responsibility.** You are responsible for all keys or key fobs issued by Campus Living. Should any keys be lost, you must report the loss to your Neighborhood Service Office, and you will be responsible for the key or key fob replacement and lock change charge of \$150. If you request loaner keys from the NSO at any time, the keys or key fobs must be returned within 24 hours or you are responsible for the \$150 replacement/lock change charge. Immediately upon checkout, you must return your keys to the NSO. Failure to do so will result in \$150 replacement/lock change charge, as well as a \$50 improper checkout charge.

**L. Student Responsibility.** You are individually responsible for the proper care of your assigned room and its furnishings and equipment, and are jointly responsible with other students in the suite, on the floor, or in the residential facility for the proper care of common areas, furnishings, and equipment. You are required to report maintenance concerns in your assigned room in a timely manner to prevent damage to the room or other student's or university property.

**M. Other.** The living and studying conditions at an educational institution are unique and must be adjusted from time to time for the mutual benefit of the University and all of its students. Therefore, Campus Living may make changes in policies as deemed necessary for the interest of the health, safety, and/or discipline of students or employees, or for educational purposes. You are expected to abide by such changes in policies.

**IX. LIMITATION ON UNIVERSITY LIABILITY.**

The University does not assume any obligation or liability for loss or damage to items of personal property that may occur in its buildings or on its grounds, prior to, during, or subsequent to the terms of this Contract. This includes, but is not limited to, damage, loss, fire, water damage, theft, and flooding. **You are urged to purchase renter's insurance for protection against loss or property damage**

**X. FORCE MAJEURE**

In addition, the University shall not be liable for any failure to perform its obligations where such failure occurs as a result of Acts of Nature (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, insurrection, military or usurped power or confiscation, terrorist activities, government mandate, blockage, labor dispute, strike, lockout or interruption, failure of electricity, or closure required for health or safety reasons, such outbreak of a serious contagious disease.

In the event that the accommodations assigned to you are destroyed or otherwise made unavailable (including mandatory closing of a facility because of health concerns, such as an outbreak of a serious communicable disease) and the University does not furnish other accommodations, all rights of you and liabilities of the University shall cease and housing fees payments made previously by you shall be refunded on a prorated basis for the period for which accommodations were not made available to you.

**XI. INDEMINIFICATION**

Student agrees to indemnify and hold harmless the University and its Trustees, agents and employees from all liabilities, losses, costs, damages, claims or causes of action of any kind or nature whatsoever, and expenses, including attorney's fees, arising or claimed to have arisen out of any injuries or damages received or sustained by you as a result of negligence on the part of the University, its Trustees, agents or employees, in the execution, performance, or enforcement of this Contract, and any injuries or damages received or sustained by any third person as a result of any intentional or negligent acts or omissions on the part of the student, whether any such injuries or losses occur in rooms, public areas or elsewhere on campus.

**XII. SEVERABILITY CLAUSE.**

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

**XIII. EXCEPTIONS TO ANY PROVISION OF THIS AGREEMENT.**

Campus Living has the discretion to waive any requirements that this Contract. To request an exception, you should contact the Associate Vice Chancellor for Campus Living and Dining. Once your request is received, it will be reviewed, and you will be informed of a decision by the Director of Housing Operations via e-mail or letter.

**XIV. ENFORCEMENT COSTS**

Should the University incur any expenses in the enforcement of any terms of this Contract, you shall pay the costs of such enforcement including, but not limited to, reasonable attorney fees, costs and collection fees.

**XV. NOT A LEASE**

This Agreement is not a lease and is not governed by the North Carolina Landlord Tenant Act. ECU residence halls and apartment are located on the land owned by the State of North Carolina.

**XVI. ONLINE SIGNATURE**

A. You must complete and sign this Contract online using your official ECU user ID and password to confirm your identity, **and pay the \$100 Advance Room Fee, and the onetime, non-refundable \$100 Application Fee**, to reserve a space in the residence halls. The \$100 Advance Room Fee will be applied to the Spring Semester 2021 housing fee.



**B. Verification Statement.** By electronically signing this document, I hereby certify that I am eighteen (18) years of age or older and am competent to read and sign this, or have had my parent/guardian sign this Contract. I have read this Contract in full and understand and accept its terms. I acknowledge that my electronic signature and submission constitutes a personal guarantee of payment of all charges or obligations contained herein, and that the University is not obligated to provide me a residential space until such payment is made. I understand that pursuant to his Contract, ECU agrees to provide housing in campus residential facilities from August 22, 2020 ending May 6, 2021. I further understand that I must participate in a Campus Dining meal plan for the duration of the period stated above. I verify that the information I am providing is accurate. I also acknowledge my understanding that housing assignments are made on a first-come, first-served basis and that I am not guaranteed my preferences as entered online.

**Please print and retain a copy for your records.**

Student Copy Only