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 RESIDE IN CAMPUS HOUSING AND REQUIRES YOU TO PARTICIPATE IN A MEAL PLAN FOR THE DURATION OF THE CONTRACT.

I. CONTRACT PERIOD

This Campus Living License Contract, ("Contract"), is a legally binding document between you ("you" or "student") and East Carolina University ("the University"). It is your responsibility to become familiar with all provisions of this Contract and all applicable University rules. This Contract encompasses the first summer session beginning May 13, 2019, and ending June 18, 2019, or the second summer session beginning June 20, 2019, and ending July 26, 2019.

A. Campus Housing and Dining Opening and Closing Dates. All residence halls are closed during official University semester breaks. 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.

   Opening (First Session)
   Residence halls open at 10:00 a.m., Sunday, May 12, 2019.
   Meal plans begin at 5:00 p.m., Sunday, May 12, 2019.

   Closing (First Session) (Exam day for Summer Session I)
   Students who attend only the first summer session must move out of their room by 1:00 p.m., Tuesday, June 18, 2019. First Session Meal Plans will end at 1:00 p.m., Tuesday, June 18, 2019.

   Opening (Second Session)
   Residence Halls open at 3:00 p.m., Wednesday, June 19, 2019.
   Second Session Meal Plans will begin at 4:30 p.m., Wednesday, June 19, 2019.

   Closing (Second Session)
   Residence Halls close at 6:00 p.m., Friday, July 26, 2019.
   Meal plans end at 7:00 p.m., Friday, July 26, 2019.

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 do so may result a charge of a $25 daily room rate.

II. ELIGIBILITY

A. To qualify for on-campus housing, you must be either admitted to the University or in the process of being admitted, or a currently enrolled student at the University.

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 without 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 Required Residency Policy for information regarding exemptions from this requirement. https://www.ecu.edu/prr/11/20/01

D. This Contract is for the 2019-2020 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.

III. FEES AND PAYMENT
A. **Cancellation Fee.** Cancellation of this Contract prior to May 10, 2019 (First Session Contract) and prior to June 18, 2019 (Second Session Contract) will result in a $50 cancellation fee.

B. **Payment Deadline.** The student understands that the room payment as established by the university must be paid on or before registration day for first summer session and/or before registration day for second summer. Failure to pay does not constitute contract cancellation. Housing rates for each first and second summer session(s) are:

- Air-Conditioned Double Room $450
- Air-Conditioned Double Room with Suite Bath $500
- Air-Conditioned Single Room $625

C. **Payment Deadline.** You understand that the housing and dining payment as established by the University must be paid on or before the published scheduled cancellation day of each semester.

D. **Unauthorized Room Change Fee.** If you make an unauthorized room change, 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.

E. **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 and excessive cleaning to 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 when the responsible student cannot be identified. Cleaning and damage charges will be billed to the responsible student(s).

F. **Utilities.** The room fee includes all utilities. Failure of utility services shall not render the University liable for (1) inconvenience to you or damage to property, (2) reduced 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.

G. **Campus Dining Meal Plan and Card Fees.** As a resident of Campus Living, you are required 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.

### IV. 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. Gender information is only used in the general assignment process to match roommates and make assignments.

B. **Reservation of Hall Space.** You understand that this Contract is for space in the residence halls and not for a specific room or building.

C. **Roommate Requests.** To request a roommate, complete the roommate request section of the online contract. You must accurately record your requested roommate’s Banner ID due to the automated nature of the roommate pairing process. Inaccurate recording of the Banner ID will automatically cancel the pairing request. Specific roommate requests are considered before the general requests, but subsequent to requests for Special Programs, medical requests and special accommodations.

D. **General Requests & Program Information.** All preference information collected at the time of contracting or updated at a later date, may be used in the assignment process, but is not a guarantee of a specific space or room assignment.

E. **Reassignment.** The University may alter your specific room assignment, if necessary, during the assignment process. The University reserves the right to make room assignments, to authorize or deny room and roommate changes, to consolidate due to vacancies, and to require you to move 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 you are so assigned, you will be reassigned to a regular assignment as it becomes available. Should you still be 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 are offered reassignment, regardless of the day you move into the new assignment.

H. Occupation by Assigned Student. Rooms in the residential facilities are to be occupied only by the students assigned to them. Your right to occupy a room in the residential facilities pursuant to Contract may not be assigned or transferred by you.

I. Room Change. Your room assignment may be changed only upon written authorization from Campus Living. Students will be notified by e-mail of the actual room change dates. Students who make an unauthorized room change may be required to return to the original assignment, denied the opportunity to participate in any other room change, and assessed $200 for an unauthorized room change.

J. Single Room Assignment at Double Rate. Unless you have contracted for single occupancy you must at all times occupy your side of the room only, maintaining the other side of the room 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 the obligation to consolidate, you may apply for a single room, if available, or a room change to an open room. This must be approved and completed within seven days after notification to consolidate. If you fail to consolidate within seven days of receiving the notice, you will automatically be charged and obligated to pay the single room rate.

L. Check In and Late Arrival. Unless you request, in writing, an extension of the arrival period 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 and appear subsequently, you will be assigned an available space including possibly a temporary assignment. Note, however that your failure to check in and sign for room keys does not constitute Contract cancellation and you will still be billed for the reserved space.

V. CANCELLATION AND TERMINATIONS

A. Termination by You Before the Summer Session Begins

The effective date of cancellation of this Contract is the date the Campus Living Resident Contract Cancellation Request form is complete and received online or in person by the Campus Living office.

Cancellation of this Contract prior to May 10, 2019 (First Session Contract) and prior to June 18, 2019 (Second Session Contract) will result in a $50 cancellation fee.

B. Termination by You on or after Summer Session Begins

1. General Cancellation and Refund Policy. The effective date of cancellation of this Contract is the latest of the following: the date your belongings are removed, the date your keys are surrendered, the date you are removed from housing by the University, or the date the Campus Living Resident Contract Cancellation Request form is complete and received online or in person by the Campus Living office.

Refunds due for campus housing, if any, in the event of cancellation are subject to the following terms and conditions:

a. Cancellation of this Contract after May 10, 2019 (First Session Contract) and after June 18, 2019 (Second Session Contract) will result in a $50 cancellation 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.
C. Administrative Cancellations of Campus Housing. The University, in its sole discretion, may administratively cancel this Contract (1) for failure to abide by the terms of occupancy described in this Contract; (2) 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; (3) upon presentation of evidence, including, for instance, criminal charges or a conviction, that you engaged in behavior(s) that could pose a risk to person or property and/or could be injurious or disruptive to the residence hall community or the living-learning environment; and (4) upon your suspension, expulsion or withdrawal from the University for any reason. The University may administratively cancel this contract based on conduct that is the subject of criminal charges regardless of when the related criminal proceedings take place or the results of those criminal proceedings. If your contract is administratively cancelled, you are liable for room fees under the terms of the General Cancellation and Refund Policy.

D. Termination by the University. The University, in its sole discretion, may terminate this Contract immediately and without penalty to you (1) for nonpayment or breach of or failure to comply with any other term or condition of the Contract; (2) upon removal of you from Campus Housing under of this Contract; or (3) when you officially withdraw from enrollment at East Carolina University. These contract termination provisions apply to every contract or other arrangement under which you are assigned to Campus Housing, including but not limited to, prospective students during any orientation and/or camp participants.

The University may, at its discretion, deny on-campus housing to you if you have been charged or convicted of a felony when it appears that you present an unacceptable risk to the 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. Likewise, if the University becomes aware that you have a record of criminal conviction(s) or other actions indicating behavior(s) that could pose a risk 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.

VI. 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 for the Residents’ Handbook and www.ecu.edu/studenthandbook for Handbook respectively, as well as any written revisions to those policies, (collectively, “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 Conduct Policies and the terms of this Contract, this Conduct Policies shall take precedence.

Upon your violation of the Conduct Policies, the University at its option may terminate this Contract with notice for violations such as, but are not limited to, the following:

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. Accepting or possessing another resident’s issued keys.
4. Possessing or using weapons such as, but not limited to, 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, harassing, or assaulting, fighting, threatening or intimidating 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. Patterns of behavior that damage the community or negatively affects your floor, suite or building.
10. Vandalizing, defacing, destroying, damaging, or misusing private, University, or other public properties.
B. Contract Review Policy. Any violation of the 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, 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, students maintains their meal plan for the remainder of the academic year.

Policy violations which may warrant review of the Campus Living Housing Agreement are: 1.) Usage or possession of drugs or drug paraphernalia within or near the residence halls, 2.) Theft, 3.) Fighting, 4.) Tampering with Life Safety Devices (e.g. smoke detectors), 5.) Weapons 6.) Vandalism 7.) Starting a fire in the residence halls.

Campus Living reserves the right to relocate students during the appeal process and ban students from all halls except the one to which they have been relocated to. Depending upon availability, temporary housing may be offered. All ECU students have an obligation to report any suspicious activity, including drug-related situations, to their resident advisor, hall coordinator and/or the ECU Police Department.

C. 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.

D. 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.

E. 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).

F. 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.

G. 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.

H. 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.

I. Pets. 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. Service animals are not considered pets under this contract and may be permissible in accordance with federal and state law. Please contact Campus Living if you wish to request an accommodation involving a service animal. Such requests are processed by ECU Disability Support Services.
J. 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 or collection costs.

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.

N. 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.

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.

You shall 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.

VII. 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.

VIII. EXCEPTIONS TO ANY PROVISION OF THIS AGREEMENT.

Campus Living has the discretion to waive any requirements that this Contract impose on you in any case where you seek a waiver due to special circumstances. 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.

IX. ONLINE SIGNATURE

A. You must complete and sign this Contract online using your official ECU user ID and password to confirm your identity, to reserve a space in the residence halls.
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 this Contract obligates me to reside in campus housing from August 19, 2019 ending May 11, 2020. 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.

If you are under 18 years of age, your parent or guardian must electronically sign this contract on your behalf by entering their initials and birth date.

As a parent or guardian, you must sign this electronic contract on behalf of your student, because, under North Carolina law, a minor under age 18 does not have legal authority.