East Carolina University
Campus Living License Contract
Coastal Studies 2020

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 entire Coastal Studies Session beginning January 11 and ending May 2, 2020.

A. Coastal Studies Campus Housing and Closing Dates. All residence facilities 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.

The dates in parentheses are the tentative dates based on the academic calendar at the time of publication.

2. Closing for End of Year. The residence facility will close at 5 pm on May 2, 2020.

B. Vacating the Residence Facilities. Students must vacate the residence facility 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. This Contract is for the Contract Period only. You are not guaranteed housing after that time frame. 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. Reservation Fee. To reserve a space, you agree to pay the University a one-time, non-refundable $100 Application Fee and a $100 Advance Room Fee for this Contract Period.

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

C. Deferment. Unless you are granted a deferment of the charges until the fall semester, both the $100 Application Fee and a $100 Advance Room Fee (total $200) must be submitted at (or before) the time of application. Note that your failure to pay does not constitute Contract cancellation and you will be responsible for making payment even if you do not occupy a residence facility room.

D. 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. The housing and dining rates for 2018-2019 Academic Year and the Application Fee will be the rate determined by the East Carolina University Board of Trustees at the 2018 spring meeting.
E. 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.

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 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).

G. 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.

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 facility and not for a specific room or space.

C. 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 facility to another for any reason.

D. 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.

E. 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.

F. Room Change. Your room assignment may be changed only upon written authorization from Campus Living. 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.

G. Single Room Assignment. 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.

V. CANCELLATION AND TERMINATIONS

Students who have completed fewer than 24 hours of college credit—excluding AP, dual enrollment, or early college hours— are required to live in college housing for at least two semesters. These students should only cancel this contract if they have received an exception to the Required Residency Policy or if they do not plan to enroll or attend East Carolina University.

A. Termination by You before January 9, 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 no later than November 30, 2019, will result in a refund of the $100 Advance Room Fee.
b. Cancellation from December 1, 2019 through December 15, 2019, will result in the forfeiture of $50 from the $100 Advance Room Fee ($50 will be refunded)
c. Cancellation from December 16, 2019 to January 8, 2020, will result in the forfeiture of the $100 Advance Room Fee.

B. Termination by You on or after January 9, 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 and your keys surrendered, or (2) 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 January 9, 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, which is required of all students, available through the Office of the Registrar. In addition, Student Residents must also withdraw from Campus Living by completing a Resident Contract Cancellation Request. 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.

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 facility 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 facility 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 on the housing facilities posted rules and in the online Student Handbook on the University websites at www.ecu.edu/campusliving 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 the 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 facility.
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, heat detectors, or smoke detectors.
7. Starting fires in the residence facilities.
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 facility as well as any areas immediately surrounding/adjacent to the residence facility will result in the immediate cancellation of this Contract. The areas immediately surrounding/adjacent to the residence facility, but are not limited to: residence 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 facility and forfeit all keys within twenty-four hours of being notified of the outcome of your final appeal. In these cases, students maintain 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 facility, 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 facility.

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 facility 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 facility 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 Coastal Studies 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 and Comfort or Emotional Support Animals are not considered pets under this contract and may be permissible in accordance with Campus Regulations or federal and state law. Please contact Campus Living if you wish to request an accommodation involving a service animal or a Comfort and Emotional Support 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, and pay the $100 Advance Room Fee, and the onetime, non-refundable $100 Application Fee, to reserve a space in the residence facility. The $100 Advance Room Fee will be applied to the Spring Semester 2020 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 this Contract obligates me to reside in campus housing from August 18, 2018 ending May 6, 2019. 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.