**UNCW University Housing Agreement**  
**Residence Halls and Apartments 2016-2017**

*In consideration of the mutual covenants and conditions herein contained, UNCW and Student agree as follows:*

**1.0 AGREEMENT:** The University of North Carolina at Wilmington (UNCW) agrees to provide housing for the Student in either a residence hall or in the apartment complex based upon established assignment criteria. The student indicates his/her acceptance of the terms of this Agreement via the student’s electronic signature on the Housing Application or acceptance of the terms of the agreement during the room selection process. Additional Terms and Conditions of this Agreement are contained in the *Campus Living Handbook* found on the University Housing web site at: http://www.uncw.edu/housing/

Students under the age of 18 at the time of signing this agreement are required to have a parent/guardian complete and submit the parental approval process outlined in the *Campus Living Handbook*.

**2.0 NONREFUNDABLE HOUSING APPLICATION FEE**

All Students are required to make a non-refundable Housing application fee payment of **$105.00**. Housing contracts will be accepted on a space-available basis. Freshman will have priority. Applications that are received after on-campus housing is filled will be placed on the on-campus housing waiting list.

**3.0 ELIGIBILITY FOR HOUSING:**

- **3.1 Assignment for housing is given to full-time, matriculated, degree-seeking students.**
- Undergraduate students must be enrolled for a minimum of twelve (12) credit hours per term and graduate students a minimum of nine (9) credit hours per term. Students failing to meet the minimum credit hour requirement for eligibility must complete a waiver request.
- The request may be granted at UNCW’s sole discretion.
- **3.2 UNCW may not house students who are under the age of 17 on the 1st day of class.**
- **3.3 At its sole discretion, UNCW may deny housing to students who are a risk to the safety or health of the residential community.**

**3.4 NOTIFICATION AND COMMUNICATION:** University Housing will send notice to the student of his or her housing assignment prior to **August 10th**, unless a change in the academic calendar warrants a change to these dates. This notice is the only official notification and supersedes any other communication via email, over the phone, or otherwise by any representative of UNCW or University Housing. Because this Agreement is between the student and UNCW, information related to the assignment, including but not limited to physical location of assignment, roommate information, the room change process, or housing appeal, will only be discussed with the student unless a parental waiver is completed.

**4.0 ROOM ASSIGNMENTS:**

- **4.1 The University's acceptance of the application does not guarantee a specific room or roommate assignment.** While University Housing strives to meet student requests for a preferred
room, facility, or roommate, this Agreement does not guarantee such an assignment. If preferred space is not available, University Housing will assign the student to another available space on campus. Agreements are not terminated and refunds will not be issued if preferred room, facility, or roommate requests cannot be granted. Room assignments are at UNCW’s complete discretion.

- 4.2 Room assignments are primarily based upon the date of application and personal data listed on the contract. Students currently residing on campus are offered the opportunity to select their housing assignment through an online selection process.
- 4.3 Some students may be placed in temporary assignments at the beginning of the year.
- All students involved will be notified and moved to permanent assignments as soon as possible.
- 4.4 At the beginning of each semester, students who have no roommate due to cancellation or withdrawal will be assigned another roommate or may be asked to consolidate by moving to another room. Consolidation is used at the discretion of the Office of Housing and Residence Life.
- 4.5 University Housing reserves the right to assign students to all available bed spaces. If a vacancy exists in a double occupancy room, the student assigned to the room must maintain the room in a manner that would permit another resident to move in immediately and without prior notification. Failure to do so will result in the student’s housing cost being adjusted to the private room rate for his/her facility.
- 4.6 The Office of Housing and Residence Life will allow interested students to place their name on a waiting list if the residence halls are full. On-campus housing is not guaranteed. As space becomes available, students on the waiting list will be offered on-campus housing.
- 4.7 Students who apply too late to be placed in on-campus housing, are notified of this situation.
- 4.8 Rooms shall be occupied only by the student(s) assigned to them by University Housing. Assignments are non-transferable. Subletting is not permitted.
- 4.9 Students will not assign this contract, or sublet said premises, or any part thereof, nor permit the premises to be occupied by anyone other than the Student and such other occupiers of the premises as may be authorized by UNCW, without the prior written consent of UNCW (which consent may be withheld in the sole and absolute subjective discretion of UNCW), nor use or permit the premises to be used for any purpose other than that of a private dwelling. Student will not change rooms within residential space or change residential space without the written consent of UNCW. Submitting a request does not guarantee that a change will be granted. Student will be fully responsible for all costs of returning the residential space to its original condition. Periods in which room changing will be permitted will be determined by UNCW.

5.0 PERIOD OF AGREEMENT:

- 5.1 This Agreement is effective upon UNCW’s posting of the student’s housing assignment and continues throughout the full Academic Year (both Fall 2016 and Spring 2017 terms). The term of this Agreement begins on August 10 and ends on May 12, unless a change in the academic calendar warrants a change to these dates. Students are responsible for the full Academic Year.
- 5.2 The University Housing website will post the dates and times that the residence halls and apartments will open for move-in for the beginning of each semester.
- 5.3 Residence halls close during official breaks. Official closing and opening times will be posted on the University Housing website.

6.0 HOUSING COSTS:
6.1 The cost of each unit is listed in the *Campus Living Handbook*. If during the term of the contract, the tenant relocates to a different layout, the Student's base charge will correspondingly be changed on a pro-rated basis to match the new unit.

6.2 When space allows and at UNCW's sole discretion, double rooms may be occupied privately for a fee over the regular room rate per semester.

6.3 Housing costs are billed by the University's Student Accounts Office for each term.

6.4 Students withdrawing from the university during the school year will be held liable for the pro-rated cost of the room charges based upon the date they move out of campus housing. This amount may be billed to the student(s) independent of any university pro-rated refund.

6.5 Student’s obligation to pay charges survives and is not relieved, waived, abated, or abrogated by damage or destruction to the Premises caused by:
   a) the fault, omission, negligence, or other misconduct of the Student, Student’s licensees, agents, invitees, or guests; or
   b) by reason of, arising from, or attendant to acts of God, governmental requirement, evacuation orders, disease, pandemics, epidemics, floods, strikes, riots, or other cause not resulting in physical damage to the premises.

7.0 UTILITIES AND AMENITIES: UNCW will provide basic cable, local phone service, data connection, water, sewage, and electricity used in the residential space during the term of this Agreement, and any extension thereof. Students shall use utilities in a conservative, economic, and efficient manner. Failure of utility services will not render the university liable for inconvenience to students or damage to property, nor abatement of charges owed, and neither shall it relieve Student of any other obligations owed UNCW under this contract.

8.0 OCCUPANCY: Occupancy is defined by issuance of a key to the student for a specified room and does not require actual physical presence by the student and his/her possessions. Students do NOT have to “occupy” a space to be financially responsible under this contract.

9.0 TERMINATION OF AGREEMENT BY STUDENT:
   • 9.1 Students who enroll for the *Fall 2016* term will be responsible for the full cost of room for the contract period, unless a written notice of cancellation is received by the UNCW Office of Housing and Residence Life by *April 30, 2016*. Enrolled students will be responsible for the full cost of room for the contract period once they have entered into an assignment.
   • 9.2 Students deciding not to attend the university, and who have not enrolled, will be relieved of the contractual obligations if notification is received in writing.

10.0 CONTRACT RELEASE:
   • 10.1 Students may be released from their contractual obligations for on-campus housing without responsibility for the *second semester* charges in the following cases:
     a) withdrawal from the university
     b) marriage (proof required)
     c) transfer to another university (proof required)
d) graduation

- 10.2 Requests to be released from the spring semester under one of the above conditions must be made in writing, with the above listed proof, to the Office of Housing and Residence Life. Requests to be released for other reasons will be considered at UNCW’s complete discretion and must be made in writing to the Office of Housing and Residence Life.
- 10.3 Requests must be made prior to November 1 to avoid a $100.00 late cancellation charge. If the request is based upon one of the four reasons listed in section 10.1 above, this charge will not apply.

11.0 TERMINATION OF AGREEMENT BY UNCW:

- 11.1 UNCW and hired contractors reserves the right to terminate this Agreement and take possession of the unit at any time for (i) violation of this Agreement; (ii) failure to comply with state or federal laws or regulations, UNCW policies, the Code of Student Life, or the Campus Living Handbook; (iii) failure to provide and/or keep a qualified and suitable roommate; (iv) and/or for reasons of order, health, safety, discipline, academic deficiency (which include failure to make reasonable progress towards a degree and being declared academically ineligible or suspended), disciplinary suspension or dismissal, or when the resident exhibits disruptive behavior.
- 11.2 Students whose Agreement is terminated by UNCW are responsible for payment of all housing costs associated for the term in which the above listed event occurred.
- 11.3 UNCW allows a maximum of forty-eight (48) hours to vacate and check out of the premises.
- 11.4 Following UNCW’s termination of this Agreement, students must follow all check-out procedures and, upon vacating the facility, must surrender all keys, fobs, or other access devices.

12.0 RIGHT OF ENTRY: UNCW reserves the right to enter student rooms as outlined in the Campus Living Handbook and Code of Student Life. The student is not required to be present at the time of entry.

13.0 PREMISES STANDARDS AND GUIDELINES:

- 13.1 Residential facilities are reserved for the exclusive use of resident students and their invited guests.
- 13.2 Residents are responsible for the behavior of their guests.
- 13.3 Students are responsible for reporting all maintenance issues immediately by contacting Housing and Residence Life staff.
- 13.4 Common areas, including but not limited to lounges, lobbies, and study areas, are reserved for the use of facility residents, and therefore no resident may store personal items in these spaces.
- 13.5 Students shall not conduct a business or sales endeavors in residential facilities.

14.0 SURRENDER OF PREMISES: If the Student does not surrender the premises at the end of the contract term, or any renewal or extension thereof, the Student will reimburse UNCW for all of the damages which UNCW suffers as a result thereof, and will further indemnify UNCW against all claims made by any succeeding Tenant against UNCW founded upon delay by the UNCW in delivering possession of the Premises to said succeeding Tenant, so far as such delay is caused by the failure of Tenant to surrender the Premise.
15.0 INDEMNIFICATION: Student agrees to indemnify and save harmless the UNCW against all liability, including liability arising from death or injury to any person or property, during the term of this Agreement, and any renewal or extension thereof, caused by any act or omission of the Student, or of the family, guests, agents, invitees, or employees of the Student, whether any such injuries or losses occur in the residence hall or apartments, public areas or elsewhere on the campus.

16.0 PREJUDGEMENT INTEREST: If Student violates this contract Agreement and said violation results in a monetary loss to UNCW, then UNCW shall be entitled to prejudgment interest at the highest rate allowed by law, but in no event more than ten percent (10%) per annum, on the amount due UNCW, from the date UNCW mails its written list of damages to student.

17.0 EXCEPTIONS TO ANY PROVISION OF THIS AGREEMENT: UNCW retains the discretion to waive any requirements of this Agreement. Exceptions would be issued in writing. No statement made by UNCW or its agents shall be construed as a waiver of any term or condition of this Agreement. The failure of UNCW to insist upon a strict compliance with any of the covenants, rules or regulations of this contract, or to exercise any option herein contained, shall not alone be construed as a waiver of such covenant, rule, regulation or option or any other covenant, requirement or obligation associated with this Agreement, in such event all covenants, rules, regulations and options shall remain in full force and effect. Receipt by UNCW of any installment of base rent with knowledge of a violation of any term or provision of this Agreement or the rules or regulations thereof by the Student, shall not be deemed to be a waiver by UNCW of such breach.

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

19.0 SECTION HEADINGS AND NUMBERS: Section Headings and Section Numbers appearing in this Lease are inserted only as a matter of convenience and in no way define, construe or describe the scope or intent of such sections or in any way affect this contract.

20.0 APPLICABLE LAW: This contract shall be given effect and shall be construed by application of the law of North Carolina.

21.0 NOTICES: All notices from Student to UNCW shall be addressed to University of North Carolina Wilmington, Office of Housing and Residence Life, 601 S. College Road, Wilmington, NC 28403-5959, sent by First Class or Certified Mail. All notices from UNCW to Student may be delivered personally or to the Apartment, emailed to the Tenant’s UNCW e-mail account, or sent by First Class or Certified Mail, addressed to the Student at their UNCW Box number.

22.0 NOT A LEASE: This Agreement is not a lease and is not governed by the North Carolina Landlord Tenant Act. UNCW residence halls and apartments are located on land owned by the State of North Carolina.
Remember that when you sign your housing agreement, you are accepting the conditions and terms set forth by this agreement.

☐ I have read and understand the terms of the housing agreement contract as outlined here.

☐ I understand that I am obligated to a contract comprising the entire academic year and my electronic signature serves as acceptance of this agreement.

☐ I understand the housing contract fee is non-refundable.

☐ I understand by enrolling for the Fall 2016 term I will be responsible for the full cost of room for the contract period, unless a written notice of cancellation is received by the UNCW Office of Housing and Residence Life by April 30, 2016. I will be responsible for the full cost of the room for the contract period once I have entered into an assignment.

☐ I declare I am at least 18 years of age.

Print Name: ________________________________ Date: ______________________________

Signature: ________________________________

Banner ID: 850- __________________ UNCW Email ID: ________________________________