

UNCW University Housing Agreement Residence Halls and Apartments

This agreement has been prepared for: [[Profile..Full_Name]]
on [[Feature..Current_DateTime]]
Student Banner ID#: [[Profile..National_ID]]
Student Email:[[Profile..University_ID]]@uncw.edu

Please read this document carefully.

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 university housing 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 Housing web site at:

<http://uncw.edu/housing/documents/CampusLivingHandbook.pdf>

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 on or before the execution date of this agreement. Housing Agreements will be accepted on a space-available basis. 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** Assignments for housing are given to matriculated, degree-seeking students.
- 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 or delay housing to students for safety or health reasons, or other reasonable causes.

4.0 ROOM ASSIGNMENTS:

4.1 The Department of Housing and Residence Life (HRL) will send notice of housing assignments via email to the student prior to the official day housing opens, unless a change in the academic calendar warrants a change to these dates. This is the official notification and supersedes any other communication. Student housing, including without limitation, all

housing assignments and availability, shall be subject to UNCW's (including HRL) compliance with all applicable local, state and federal laws, regulations, ordinances and policies. Should any of the foregoing conflict with any provision of this agreement, then the terms and conditions of the foregoing shall apply. For example, if a law prevents UNCW from having more than one student per room, then UNCW shall comply and the student may not have a roommate for the period of time the law is in effect.

4.2 The University's acceptance of an application does not guarantee a specific room or roommate assignment. While HRL strives to meet student requests for a preferred room, facility, or roommate, this agreement does not guarantee such an assignment. If the preferred space is not available, HRL will assign the student to another available space on campus. Agreements will not be 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.

4.3 Room assignments are primarily based upon the date the application was completed and personal data provided by the student. Except in circumstances which warrant single occupancy as determined by UNCW in its sole discretion, opportunities to select housing assignments for the following academic year may be made available to students currently residing on campus or returning to campus housing through an online selection process.

4.4 On occasion, some students may be placed in temporary assignments. All students involved will be notified and moved to permanent assignments as soon as possible.

4.5 Except as otherwise provided herein, 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 done at HRL's discretion.

4.6 HRL reserves the right to assign students to any and all available bed spaces. If a vacancy exists in a multiple 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.

4.7 HRL will allow interested students to place their name on a waiting list if the residence halls are full prior to the beginning of the semester. Subject to compliance with all safety and health measures in effect, as space becomes available, students on the waiting list maybe offered on-campus housing. On-campus housing is not guaranteed. It is intended that there will be space for Freshman who are admitted in the Fall for the full academic year.

4.8 Students who apply too late to be placed in on-campus housing will be notified of this situation.

4.9 Students cannot assign this agreement or sublet said premises or any part thereof, nor permit the premises to be occupied by anyone other than the assigned 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.

4.10 Housing may determine specified periods of time during which room changes are permitted. In this case, students may submit a request to change or swaps rooms. Students are not permitted to change rooms or residence halls without the written consent of UNCW. UNCW shall have sole discretion whether a student may change or swap rooms. Submitting a request

does not guarantee the change will be granted. Any student making non-approved room changes will be charged a fine of at least \$100 per student, and may be required to move back to their original room. The student will be fully responsible for all costs of returning the residential space to its original condition upon check out.

4.11 The University reserves the right, upon reasonable notice and for good cause, to cancel this housing agreement or change a student's assignment in the interest of safety /health/sanitation issues or mandates compliance with governmental orders and/or health department guidance, excessive damages, discipline, administrative expediency, or as considered necessary. Cancellation or a change in assignment may be taken in response to the Covid-19 pandemic or other serious issue without liability.

4.12 UNCW and Student acknowledge the ongoing possibility that, due to a health or safety emergency, including the COVID-19 outbreak, Student may not be able to occupy campus housing, or Student's use of campus housing facilities may be significantly restricted. Furthermore, during a health or safety emergency, certain companies or staff contracted by UNCW to provide certain services to campus housing facilities may not be available or may be significantly limited. Notwithstanding anything in this Contact to the contrary, UNCW may adjust the housing services schedule contained herein, temporarily close, and/or place restrictions on use of housing facilities as necessary in UNCW's sole discretion to preserve the health and safety of its students and the campus community. Student acknowledges that, in the event of such temporary closures, restrictions, and/or adjustments to the housing services schedule, UNCW shall not have the obligation to issue a partial refund or credit for such interruptions or adjustments.

4.13 In the event UNCW requires Student to vacate campus housing, Student will be responsible for removing all valuable personal items at that time. As determined by UNCW, in its sole discretion, in the event of an emergency or as may otherwise be necessary or beneficial to protect the health or safety of members of UNCW community, UNCW may remove possessions and/or furnishings from housing units for those units to be used for other emergency purposes. UNCW will not be responsible for loss or damage to Student's personal items that must be moved and stored in such instances.

4.14 Sandpiper Hall, Pelican Hall, Loggerhead Hall, and Terrapin Hall are owned by CHF — Wilmington, L.L.C. (the "Company"), and are operated and managed by the University as its agent for the Company. If you are assigned to a Third Party Owned Facility, you are entering into this Housing Agreement with the University as agent for the Company, and you hereby acknowledge that this Housing Agreement has been assigned by the Company in favor of Wilmington Trust, National Association, its successor and assignee (the "Trustee"). In the future and during the term of this Housing Agreement, you may be required to follow the instructions of the Trustee, its designee or subsequent owner from time to time upon the terms set forth in such Housing Agreement. By signing this agreement, you hereby agree to abide by any such instructions or requirements from the Trustee or owner of these facilities as allowed under the applicable documents and law.

5.0 PERIOD OF AGREEMENT:

5.1 This agreement is effective upon the student's completion of the housing application and continues throughout the full academic year (both Fall and Spring terms). The term of this agreement begins on Move-In day, or a specifically arranged date that is approved by HRL, whichever is earlier, and ends 24 hours after the last final exam of the student who signed this agreement. The student must check out of their assigned space within a 24-hour period unless

an exception is granted by HRL. If a student vacates their space without being released from the assigned space, the student will still be responsible for payment for the entire academic year, subject to sections 10.0 and 11.0.

5.2 Traditional residence halls close during winter break. Seahawk areas and the University Suites remain open throughout the full academic year. All official opening and closing times will be posted on HRL's website.

6.0 HOUSING COSTS:

6.1 The cost of each bed space is listed on the Housing and Residence Life website. If during the term of the agreement, the tenant relocates to a different residence hall, the student's base charge will be pro-rated to match the cost of the new space.

6.2 Housing costs are billed by the University's Student Accounts Office for each term. The Fall payment covers the housing charges for the period August through December. The Spring payment covers the housing charges for the period January through May. Costs are subject to change annually. Payments must be made in accordance with Cashier's Office deadlines. Failure to make timely payment of housing costs may result in termination of this agreement by UNCW; in which case, the student will still be responsible for payment for the entire academic year's housing costs.

6.3 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-prorated refund.

6.4 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 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 to UNCW under this agreement.

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 agreement.

9.0 TERMINATION OF AGREEMENT BY STUDENT:

9.1 Students who enroll for the Fall term and have been assigned a space will be responsible for the full cost of room for the agreement period once they have electronically signed their agreement.

9.2 Students not mandated to live on campus for the upcoming academic year can cancel

without penalty with written notice to the UNCW Office of Housing and Residence Life if received by **March 1**. Students may not cancel their housing agreement after **March 1** except for those exceptions stated in 10.1.

9.3 Freshmen or Transfer students deciding not to attend the university, and who have not enrolled, will be relieved of the agreement obligations if notification is sent in writing (email or letter) and received by June 1st. Failure to provide written notification to university by **June 1st** will result in a \$250 fee.

10.0 AGREEMENT RELEASE:

10.1 Students may be released from their obligations for on-campus housing without responsibility for the second semester charges in the following cases:

- A. complete withdrawal from the university
- B. marriage (proof required)
- C. transfer to another university or study abroad (proof required)
- D. graduation

10.2 Requests to be released from the fall semester under one of the above conditions must be made in writing, with the above listed proof, to the Department of Housing and Residence Life by **March 1** to avoid a \$250 late cancellation charge.

10.3 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 Department of Housing and Residence Life by November 1 to avoid a \$250 late cancellation charge.

10.4 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. If granted, a fee will be assessed equal to one third (1/3) of a semester's rent. For example, if one semester's rent is equal to \$2,967, the student will be assessed a cancellation fee of \$989. If one semester's rent is equal to \$4,090, the student will be assessed a cancellation fee of \$1,363.

10.5 If the request is based upon one of the four exceptions listed in section 10.1 above, the cancellation fee of one third's semester rent will not apply.

11.0 TERMINATION OF AGREEMENT BY UNCW:

11.1 UNCW reserves the right to terminate this agreement and take possession of the space at any time for (i) violation of this agreement; (ii) failure to comply with local, state or federal laws, ordinances, mandates, orders, 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 if allowable and required; (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, other reasonable cause; (v) insert force majeure reasons here—you list them below as we should have the right to terminate for any other those reasons and be very specific and overinclusive...it could be stated simply as (v) and for any of the reasons stated in Section 25 entitled "Force Majeure" below.

11.2 In the event the above listed event occurs, students whose agreement is terminated by UNCW are responsible for payment of all housing costs associated for the academic year.

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 ABANDONED PROPERTY: Residents are responsible for all personal belongings. Students should appropriately donate or dispose of any unwanted items. Items found in student spaces at the conclusion of the student's contractual agreement will be categorized as abandoned property and handled accordingly. Perishable items will be bagged and disposed. Items will be stored for 30 days after the current year housing agreement ends. After 30 days, the University or Auxiliary Services will be authorized to remove and donate any item including bicycles. Other items will be disposed of or auctioned as determined by the University.

13.0 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.

14.0 PREMISES STANDARDS AND GUIDELINES:

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

14.2 Residents are responsible for the behavior of their guests. Refer to the Campus Living Handbook for more information on rules and regulations regarding guests.

14.3 Students are responsible for reporting all maintenance issues immediately by submitting a maintenance request through their MySeaport. In the event of an emergency request, students must, also, contact the Housing Office Monday-Friday 8:00am-5pm or the Seahawk Village Front Desk after hours.

14.4 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.

14.5 Students shall not conduct a business or sales endeavors in residential facilities.

15.0 SURRENDER OF PREMISES: If the student does not surrender the premises at the end of the agreement 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.

16.0 PEST CONTROL MANAGEMENT:

16.1 As a part of a comprehensive pest control management program, the premises are treated on a regular schedule by a licensed pest control technician. UNCW will provide students notice of the treatment schedule prior to any application. It is the responsibility of the student to follow all instructions in the notification in order to appropriately prepare the premises for

treatment. Failure to appropriately prepare the premises may result in a rescheduling and retreatment charge. If a pest control application is needed between the scheduled treatments, the student should submit a request to HRL in a timely manner. The student may be charged the cost of additional pest control treatments if it is determined that the pest issue is associated with student behavior. Examples could include, but are not limited to: failure to remove personal trash and/or maintain cleanliness of the premises, or has failed to follow remediation instructions provided to the student by the staff.

16.2 The student must notify HRL promptly of any known or suspected bed bug infestation or presence in the unit, clothing, furniture or personal property. If HRL confirms the presence or infestation of bed bugs, the student must cooperate and coordinate with Housing to treat and eliminate the bed bugs. The student may be required to pay all reasonable costs of cleaning and pest control treatments. In addition, if HRL confirms the presence or infestation after the student vacates the unit, the student may be responsible for the cost of cleaning and pest control treatments.

17.0 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 UNCW's internal or external, whether now existing or existing in the future campus.

18.0 PREJUDGEMENT INTEREST: If student violates this 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.

19.0 EXCEPTIONS TO ANY PROVISION OF THIS AGREEMENT: UNCW retains the discretion to waive any requirements of this agreement. Exceptions should 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 agreement, 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.

20.0 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.

21.0 SECTION HEADINGS AND NUMBERS: Section headings and section numbers appearing in this agreement 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 agreement.

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

23.0 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.

24.0 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.

25. FORCE MAJEURE: UNCW will not be liable for any failure of or delay in the performance of this agreement for the period that such failure or delay is beyond its reasonable control of a party due to Force Majeure. Force Majeure shall mean fire, earthquake, hurricane, tornadoes flood, act of God, epidemics or pandemics, including without limitation COVID-19, or any strain or variant thereof, nuclear explosions, strikes, work stoppages, or other labor disturbances, riots or civil commotions, war or other act of any foreign nation, terrorism, power of government, or governmental agency or authority, or any other cause like or unlike any cause mentioned which is beyond the control of the Party. The Party shall not be responsible for any damages sustained by the other Party and is under no obligation to reschedule the event. UNCW is currently under State and other governmental restrictions due to the COVID-19 virus. By agreeing to this contract despite the known existence of the COVID-19 virus and current related restrictions, UNCW is not waiving its rights under Force Majeure or its ability to cancel or enforce restrictions. In addition to Force Majeure, UNCW may have in place restrictions on gatherings or occupancy related to the COVID-19, any strain or variant thereof, or any other health or safety matter, which may affect usage of the residence halls.

25.0 CONSENT TO COMMUNICATE: By signing this agreement, the student consents to allow the staff of the Office of Housing and Residence Life to communicate with and provide information to his or her parent or guardian regarding this agreement and the room assignment and billing pursuant to it.

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 as outlined here.
- I have shared and discussed this agreement with my parents/guardians, including the financial obligations and terms.
- I understand that I am obligated to this agreement, I understand I have a financial obligation for the academic year, and that my electronic signature serves as acceptance of all terms as outlined in this agreement.
- I acknowledge that I cannot be released from this agreement for any reason except transferring, study abroad, marriage or graduation with written proof of the same provided to UNCW.
- I understand the housing application fee of \$105 is non-refundable, regardless of enrollment.

- I have read and agree to follow the policies outlined in the Campus Living Handbook
- I declare I am at least 18 years of age.

Printed Name: [[Profile..Full_Name]]

Date: [[Feature..Current_DateTime]]

Electronic Signature (EMAIL ID): [[Profile..University_ID]]

Banner ID: [[Profile..National_ID]]