

2020 Summer Term

Contract for Residential Services

Housing and Residence Life | The University of North Carolina at Charlotte

Contract for Residential Services: 2020 Summer Terms (First & Second Half Term)

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Part I. General Information and Application Procedures

Students are advised to be aware of the following information before signing a housing contract. When you sign this document, you accept the conditions and terms set forth within. The University of North Carolina at Charlotte (hereinafter, "UNC Charlotte" or "the University") provides available housing accommodations to eligible applicants regardless of race, age, religion, sexual orientation, national origin, or physical disability. Wheelchair accessible housing is available as detailed below.

To comply with federal and state laws, the Department of Housing and Residence Life may house assistance animals in its residential building (or halls). If you are allergic to animals or have another medical condition that restricts you from cohabiting with animals, we request that you register with the Office of Disability Services to prevent a room assignment with or near an animal.

This Contract for Residential Services (hereinafter, the "Contract") sets forth rights and responsibilities of the student and UNC Charlotte in connection with housing, cable television, and Internet access. The Contract is for the 2020 Summer application periods (comprised of 1st and/or 2nd Half Term, as appropriate) and is between UNC Charlotte and the student whose name appears on the written or electronically submitted Application for Housing (hereinafter, the "Application"). If the Application was submitted online and the applicant is under the age of 18, the Parent/Guardian Co-Signature Form must be electronically signed and returned in order to complete the application process.

As referenced in the balance of this document, a "Completed Housing Application" consists of: a complete written or electronically submitted Application for Housing form; and, if applying online AND under the age of 18, a completed Parent/Guardian Co-Signature Form.

Please be aware of the following information as you apply for these services.

Freshman Applicants

Newly entering freshmen are not eligible for summer housing unless they are registered for summer classes.

Roommate Requests

Insofar as possible and as space permits, every effort is made to honor requests for a specific housing assignment and/or mutual roommate requests. Roommate requests must be included in created roommate groups and all roommates must have Completed Housing Applications on file at the time the housing assignment is made.

If you are submitting an online Application, you must invite your desired roommates to be a part of your roommate group. They must also accept the invitation in order for the roommate group process to be complete. The University will not accommodate roommate requests based upon a preference of a certain race, age, religion, sexual orientation, national origin, or disability.

Application Timeline and Waiting List

Students who apply for housing after all available spaces have been filled will be placed on a waiting list according to the date the Completed Housing Application was received by the Department of Housing and Residence Life. As summer accommodations are limited in number, the University cannot guarantee housing availability.

Physically Disabled Students

The University has housing facilities designed specifically for wheelchair users. Students utilizing wheelchairs who receive housing space confirmation have priority in assignment to those wheelchair-accessible facilities as long as such space is available. It is extremely important that the Completed Housing Application be received by the general priority deadline so that this priority can be exercised. Students who utilize a wheelchair will be considered for priority status on the basis of:

1. The date the Completed Housing Application was received by the Department of Housing and Residence Life; and
2. The degree of utilization of wheelchair-equipped facilities as compared to the proportion of wheelchair users who apply.

In order to be assigned to a wheelchair-accessible housing space, documentation regarding the disability and special need for accommodations must be submitted to the Office of Disability Services.

Such documentation must be submitted to the Office of Disability Services prior to or at the same time that the Application is submitted to the Department of Housing and Residence Life. **In order to receive priority status for the First Half Term, all documentation must be received by May 1, 2020.**

Students who have received First Half Term wheelchair-accessible housing space shall have priority for the Second Half Term. The availability of wheelchair-accessible housing for applicants applying only for Second Half Term cannot be guaranteed; availability depends on whether cancellations for such units are received for the Second Half Term. Documentation regarding the disability and special need for accommodations must be submitted to the Office of Disability Services for Second Half Term housing in order for the assignment to be made.

The University does not provide personal attendant care or personally prescribed devices for students with disabilities. Personal attendants are not permitted to access University-operated housing except as set forth in the Resident Handbook's policies regarding guests, unless the student has made the necessary arrangements with Housing and Residence Life and provides the necessary documentation. Arrangements for the provision of attendants are entirely the responsibility of the individual student and should be established well in advance of the time such services are to begin. If the student has provided documentation to the Office of Disability Services that a personal attendant is necessary for the student such that the personal attendant will need access to University-operated housing, then the student must provide adequate certification as required by the University regarding the attendant's background, including, but not limited to criminal background checks as set forth by the University. Such documentation should be provided to the Department of Housing and Residence Life by May 1, 2020 for First Half Term and by May 29, 2020 for Second Half Term. If the student is unable to provide such documentation by those dates, the student should contact the Department of Housing and Residence Life to ask for an extension.

Forms for providing this attendant background information may be downloaded from the Department's website (housing.uncc.edu). Failure to provide such certification and to update the certification within twenty-four (24) hours of the assignment of a new personal attendant will result in the University's inability to permit the attendant to have access to residential space and will constitute a breach of this agreement which could result in cancellation of the student's Contract.

A list of local agencies that provide personal attendants can be found on the Office of Disability Services' website at: ds.uncc.edu.

Questions

Should you have additional questions about on-campus housing at UNC Charlotte, please contact the Department of Housing and Residence Life at 704.687.7501. You may also reach the Department by fax at 704.687.1702, by e-mail at HRLMailbox@uncc.edu, or by visiting our website at housing.uncc.edu. Information of a personal or confidential nature should never be sent via e-mail.

Part II. Terms and Condition of the 2020 Summer Contract

A. Introduction. This Contract sets forth specific rights and obligations related to student residence at UNC Charlotte. The student and UNC Charlotte recognize and agree that Housing and Residence Life is one aspect of a larger set of relationships between student and University. The student agrees to abide by all University policies, regulations, and administrative requirements as a condition of retaining the right to reside on campus. The University reserves the right, through appropriate authorities, to change its policies as necessary to maximize achievement of University goals.

B. Eligibility. This Contract grants a license for secondary temporary use of campus residence facilities and services by the student in connection with the pursuit of a university education and confers no residence rights on any person who is not a student in good standing at UNC Charlotte. Only those students who received exemptions to remain on campus until May 8, 2020 and those given special authorization by the University will be eligible to reside on campus this summer. Of those eligible to live on campus, they must be registered for summer classes at UNC Charlotte or were enrolled at UNC Charlotte in the Spring 2020 semester **and** are registered for class in the Fall 2020 semester.

C. Applicability. The requirements of this Contract apply to all students, regardless of the type of housing supplied (tower room, suite, apartment, or Greek Village room). The Contract obligates the student to pay full charges for residential services for the contract period (or for the remainder of the contract period if the Contract is entered into after the start of the contract period) unless the Contract is cancelled in accordance with paragraph U.

D. Duration of Contract. This Contract becomes effective after the Completed Housing Application is received by the Department of Housing and Residence Life.

For the purposes of this Contract, a "signed contract" is created when a paper Application is submitted containing either the student's or guarantor's written signature in the correct space. Online Applications are governed by the Electronic Signatures in Global and National Commerce Act ("E-Sign") (15 U.S.C. § 7001). Under the provisions of E-Sign, students (over the age of 18) may digitally sign their Contract for Residential Services with the Department of Housing and Residence Life. The digital signature is applied when a student logs into the housing application and accepts the terms and conditions of the contract.

The Contract is for two academic periods (First Half Term and/or Second Half Term, as applicable) and expires at 12:00 noon on the day of the student's last final exam for the relevant Summer Term. The student agrees to pay \$100.00 for each day or part of day in residence beyond that date as outlined in paragraph S.

E. Entire Agreement Modification. The terms and conditions set forth in this Contract shall constitute the entire agreement between UNC Charlotte and the student with respect to residential services. This Contract may not be modified except in writing by the Associate Vice Chancellor for Student Affairs.

Should this agreement be modified by the Associate Vice Chancellor for Student Affairs, applicants will be notified of changes via the UNC Charlotte student e-mail account. The Department will post all changes in addendum form to the Housing and Residence Life website at: housing.uncc.edu. No other notification will be provided.

F. Period of Occupancy. UNC Charlotte will provide campus housing for the Summer Term(s) indicated (or the balance thereof) to the student whose signature appears on the Completed Housing Application.

The period of occupancy for the First Half Term begins on Sunday, May 17, 2020 and ends on Thursday, June 25, 2020.

The period of occupancy for the Second Half Term begins on Sunday, June 28, 2020 and ends on Thursday, August 6, 2020.

Students who have contracted for both terms may stay in their assigned space during the period between the two terms (June 25, 2020 through June 28, 2020). Students assigned to Fall 2020 campus housing will be able to stay on campus until the beginning of the Fall semester; students must move to their Fall 2020 assignment when asked to do so by the Department of Housing and Residence Life.

All dates listed within this Contract are applicable to the 2019-2020 academic calendar as approved by the Executive Staff. If the academic calendar is revised after the release of this Contract, the Associate Vice Chancellor for Student Affairs may adjust the dates of occupancy and will communicate any changes by addendum which will be posted on the Department's website at housing.uncc.edu.

G. Assignment Control. The University's agreement is to provide residential services in University housing, but not a particular room, suite, or apartment, and the University reserves the exclusive right to determine the particular space to which the student is assigned. The student is not permitted to assign or exchange space assignment given by the University, nor to assign any other right created by this Contract to any other person or organization. To avoid vacancies resulting from late cancellation of this Contract by students, the University reserves the right to contract for housing with a slightly larger number of students than it has regular housing spaces available. Such overbooking may require that one extra student will be assigned to a room, suite, or apartment not normally intended for occupancy by the extra student; or that students may be temporarily placed in a Resident Advisor (student staff) unit. These assignments are intended to be temporary. The University will reassign the extra students to regular housing assignments as vacancies occur due to normal attrition. The student understands and specifically agrees that the University may, in its sole discretion, make such arrangements for a period not to exceed one term and that such housing arrangements fulfill the University's obligation to provide housing accommodations under this Contract.

Residents in Greek Village, or other lifestyle areas may be required to sign a contract addendum specifying terms and conditions for program participation. Residents who fail to abide by the terms of the addendum, are removed from the program by program administrators, or voluntarily withdraw from the program may be required to relocate from their current assignment to another housing assignment as determined by the University.

Due to COVID19 social distancing constraints, Housing and Residence Life is implementing special assignment protocols to comply with university and community expectations. Exceptions to this protocol will be evaluated on a case by case basis.

H. Maintaining Eligibility. The student's residence rights under this Contract may be lost due to failure to meet academic requirements, the imposition of disciplinary sanctions, or cancellation of the Contract by the University after the student's breach of contract.

If the student is academically suspended, the student's Contract is immediately cancelled. If the suspended student submits an academically-based appeal and it is granted, the student is once again eligible to initiate a request for housing through submission of a Completed Housing Application. The University's ability to honor the request is based on availability of space.

No refund of housing charges will be made to the student if the student is dismissed for disciplinary action or breach of contract (see paragraph T).

The University reserves the right to exclude immediately, without prior notice, any student whose continued residence presents a substantial risk to the safety or health of self or other residents, or presents a reasonable likelihood of imminent substantial disruption of normal residential activities.

I. Payment of Residential Services Charges.

The student agrees to pay all semester charges for residential services when billed. Checks should be made payable to UNC Charlotte. An installment payment plan may be available through the Office of Student Accounts, which can be reached at: 704.687.5506.

Note: If any Financial Aid has been awarded to the student it will automatically be applied toward the student's account balance, including residential charges.

Housing Fees

The Summer 2020 housing rates are listed below and are *per term* rates.

Housing fees may also include rent, Internet, cable, and laundry services and Resident Students Association membership.

Summer Apartment – Miltimore Hall (4 Person/4 Bedroom Apartment)	\$1085 (per term)
Summer Suite – Miltimore Hall	\$1045 (per term)

J. Limitation on University Liability. UNC Charlotte shall have no responsibility for loss of, or damage to, student's personal property anywhere in the residential facilities, whether by fire, theft, or otherwise, or for direct or consequential damages arising from loss of, or any interruption of, any utility service provided by UNC Charlotte or any other person or organization in connection with residence services. The student assumes all risk of all such loss. Insurance against such loss is the student's responsibility; a parent's homeowner's or renter's insurance policy may provide coverage. A supplemental renter's insurance policy covering campus residence is strongly recommended.

K. Room Entry by University Officials. The student agrees that University officials may enter the student's room during the period of occupancy in accord with the University's Administrative Room Entry and Search Procedures, available in the offices of the Department of Housing and Residence Life.

Note: Authorized University personnel or agents may enter students' apartments, suites, or rooms without student consent to respond to emergency situations, to halt the disruption of university operations, to conduct general and routine inspections for health, safety, and building maintenance purposes, and/or to carry out necessary cleaning, maintenance, or repair of the building, utilities, cable and/or Internet services.

L. Events Constituting Breach of Contract by Student. The student specifically understands and agrees that any of the following constitutes a breach of this Contract:

1. Possessing firearms anywhere in the residential area.
2. Intentionally setting a fire; intentionally causing any false fire alarms; vandalizing or tampering with any fire alarm or fire protection equipment; violating requirements concerning the use of certain electrical equipment and/or appliances.
3. Abusing or misusing elevator equipment.
4. Intentionally throwing or dropping objects from windows or balconies in any residence hall, suite, or apartment.
5. Intentionally standing, sitting, or walking on window ledges or balcony railings; intentionally placing objects on the window ledges or balcony railings that might fall and injure someone below.
6. Failing to maintain enrollment status at UNC Charlotte throughout the period of occupancy.
7. Intentionally passing any part of the body through the window; intentionally climbing in or out of any window for the purpose of entering or exiting a room.
8. Possession or use of any controlled substance identified in Schedule I and II of the N.C. General Statutes 90-89 and 90-90.
9. Failing to pay charges for residential services when due.
10. Failing to claim room by 5:00 p.m. on the day before the first official day of classes. A student who fails to claim his/her room as required forfeits the housing deposit and remains liable for a \$250.00 liquidation fee and prorated housing charges not to exceed the total cost of semester housing fees.
11. Failing to complete the prescribed check-in procedure.
12. Possessing, storing, and/or using ammunition, gasoline, kerosene, similar combustible materials, and/or any explosives anywhere in the residential area.
13. Repeatedly disturbing normal housing activities; repeatedly damaging housing facilities; and/or repeatedly interfering with other students' quiet enjoyment of residential facilities.
14. Keeping any animals (other than fish in properly maintained aquarium or approved service animals) in University residential facilities.
15. Permitting regular use by others of space assigned to student, by assignment or otherwise, or permitting residency by persons not authorized by the University.
16. Using space for any purpose which interferes with the rights of students to normal residence hall, suite, or apartment activities such as study and sleep. This includes using residential space for commercial activities and all other stipulations of University Policy Statement 19 (see the University's website for the full text of the policy).
17. Failing to comply with policies regarding use of alcohol, Schedule III drugs (N.C. Statutes 90-91 and 90-94), keys, lofts, noise, guests, visitation, health and safety inspections, and technology resources. These policies can be found on the University's website, the Department's website, and in various publications (e.g. Resident Handbook).

M. Effect of Breach. The occurrence of any breach listed in paragraph L., 1-6 above WILL result in cancellation of this Contract by UNC Charlotte and exclusion of the student from campus residence. Occurrence of any breach listed in paragraph L., 7-17 above MAY result in cancellation of the Contract by UNC Charlotte and exclusion of the student from campus residence.

No refund of housing charges will be made to the student if the student is dismissed for disciplinary action or breach of contract (see paragraph T).

Except as provided in paragraph H. above, the University will notify the student of breach and the student will then have 48 hours after notice to appear before the Associate Vice Chancellor of Student Affairs (or his/her designee) to present any evidence the student deems appropriate. The Associate Vice Chancellor of Student Affairs (or his/her designee) will make a determination whether the Contract is terminated by the breach and announce that decision to the student. The student desiring to appeal the determination must file written notice of appeal within 48 hours with the Vice Chancellor for Student Affairs.

In addition to the remedies for breach of Contract provided here, any breach which also constitutes a violation of University disciplinary policies and/or of State or Federal criminal laws may also be referred for University disciplinary action and/or criminal prosecution.

N. Policies. The student agrees to abide by all provisions and policies of the Department of Housing and Residence Life, all University regulations, including the UNC Charlotte Code of Student Responsibility, and all State, Federal, and local laws. These policies can be found on the University's website and in various publications (e.g. Resident Handbook). Failure to comply with these policies may result in cancellation of this Contract and/or disciplinary action.

O. Housekeeping. The student agrees to provide normal housekeeping and to use reasonable care in use of common facilities and all furnishings. All housing furnishings are to be left in their designated locations.

P. Damages. The student agrees to pay costs of repair for damage (normal wear and tear excepted) to the assigned room, suite, or apartment. The student further agrees that costs for repairs of damages to common areas (normal wear and tear excepted) will be paid collectively by the students of the appropriate area(s).

Q. Condition of Room. The student agrees to leave room, suite, or apartment in clean, orderly condition when occupancy ends, or to pay costs incurred by UNC Charlotte to clean the area.

R. Return of Key(s). The student agrees to surrender key(s) on or before the last day of occupancy. Failure to do so will result in the student being charged for a re-core or re-programming of the lock(s).

S. Late Checkouts and Abandoned Property. Because of the time constraints involved in preparing for future housing obligations, late checkouts are not allowed. The student will be charged \$100.00 per day or any part of the day for remaining in the residential area beyond the period of occupancy (see paragraph F).

If the student does not vacate the space assigned by the University at the conclusion of the occupancy period specified in this Contract, or if the student does not remove all items of personal property from such space before the conclusion of the occupancy period, then the University may remove all property left by the student (or any person admitted to the space by the student) and restore the space. Any property removed by the University may be stored or treated as abandoned property and disposed of accordingly. The University shall not be liable for any damage to, or loss of, such property which occurs during the course of such removal, storage, delivery, or disposal. The student shall pay to the University all costs incurred by the University in effecting such removal, storage, delivery, or disposal, and in restoring the space. In addition, unless the student's failure to vacate and restore the space is due to Force Majeure (see paragraph X), the student shall be liable to the University for any loss suffered by the University if another student who has the right to use the space is materially delayed or impaired from use by the student's failure to vacate and remove personal property from the assigned space.

T. Refund of Charges for Residential Services and Housing Deposit. The student agrees to pay, when due, the full amount of charges for residential services billed in connection with this Contract whether or not services are used, except as specifically provided in this section.

1. If, during the time of the Contract, the student loses the right to live in University housing by reason of disciplinary action, or breach of this Contract, no refund of housing charges for the term will be made.
2. Any housing deposit remaining on the student's account is refunded when the student leaves the Housing and Residence Life system if:
 - a. it has not been forfeited for late cancellation; and
 - b. the student has paid in full any outstanding room damages or room cleaning charges (housing deposit refund will be applied against such charges owed); and
 - c. the student has met all obligations created by this agreement; and
 - d. there are no outstanding financial obligations to the University; and
 - e. student has not been removed from University housing as a result of disciplinary action or breach of this Contract.
3. To appeal a decision relating to refunds of fees for dining, housing and related services, see paragraph Y.

U. Contract Cancellation by Student. No Contract cancellation by a student is effective unless it meets the requirements set forth in this paragraph:

1. To cancel residential services, the student must submit an electronic Housing Cancellation Request Form. This form is available on our website and must be accessed by the student logging into their housing account. The date of receipt of the request for housing cancellation will determine the student's financial obligation to the University.
2. Electronically submitted cancellation requests will be reviewed by the Department and, if approved, the Department will notify the student of their final obligations per the contract, including check out procedures, dates and times.
3. The following dates and times will be used by the Department to determine any financial obligations due to cancellation of an application:

First Half Term

By 11:59 PM (EST) on May 1, 2020

All charges for residential services are removed from the student's account.

After 11:59 PM (EST) on May 1, 2020

Responsible for payment of a \$250.00 liquidation fee and any charges for residential services on a prorated basis.

Second Half Term

By 11:59 PM (EST) on June 7, 2020

All charges for residential services are removed from the student's account.

After 11:59 PM (EST) on June 7, 2020

Responsible for payment of a \$250.00 liquidation fee and any charges for residential services on a prorated basis.

Total cost to student for housing for the period of occupancy as outlined in paragraph F above, including liquidation fee, will be limited to the total cost of one term's housing fees. Students who are permitted or required to withdraw from the academic program of the University for documented academic or medical reasons will receive a prorated refund of charges for residential services based on time in residence before the withdrawal.

V. Cancellations Under Special Circumstances. A student's financial obligation may be reduced if the housing contract is cancelled for one of the following reasons:

- Withdrawal from the University
- Graduation
- Medical

Once a request for cancellation due to one of the above special circumstances has been reviewed and validated, the student will only be financially responsible for daily prorated housing charges for the time that the assigned space was not available for occupancy. If a student is released from the housing contract due to withdrawal from the University but re-enrolls later for the initially withdrawn term, he/she will again become financially responsible for the originally contracted housing charges.

W. Vacating Room After Cancellation. Once a request for cancellation of the Contract has been made to, and is approved by, the Department of Housing and Residence Life, the student must complete all check out procedures and vacate the residential facility within 24 hours of the date indicated by the Department in cancellation acceptance notification.

X. Force Majeure. UNC Charlotte shall have no responsibility for failure to perform any terms or conditions of this Contract as a result of a Force Majeure. For the purposes of this Contract, a “Force Majeure” is any condition deemed by UNC Charlotte to be beyond the control of the University such as, but not limited to, fires, earthquakes, floods, Acts of God, strikes, work stoppages or other labor disturbances, riots or civil commotions, litigation, war, acts of terrorism, interruption of electricity supply, plague, epidemic or pandemic. No refund of housing or meal plan charges will be made if the University fails to provide residential or meal plan services due to a Force Majeure, except in the sole discretion of UNC Charlotte.

1. **Evacuation and Relocation.** In the event that a Force Majeure requires evacuation or relocation of the student in accordance with the requirements established by the City of Charlotte, Mecklenburg County, the State of North Carolina, the University of North Carolina or UNC Charlotte, the student must immediately comply with such evacuation or relocation order. UNC Charlotte shall have no responsibility for loss of, or damage to, the student’s personal property that is left behind in any residential facility following the student’s evacuation or relocation.
2. **Emergency Residential Services.** The University recognizes that, in the event that University residential facilities are evacuated or closed due to a Force Majeure, some students may have difficulty finding alternative housing. In such cases, and in the University’s sole discretion, the University may offer to the student emergency residential and meal plan services. As a condition to receiving such emergency services, the student must abide by any emergency policies and procedures established by the University. Emergency policies and procedures may include, but are not limited to: relocation of the student; roommate assignments; restrictions on student interaction, usage of common areas, and ingress and egress from the University and University facilities; head counts and daily reports; and assignments of cleaning duties or other custodial tasks to the student. Failure or refusal by the student to abide by any such policy or procedure may result in disciplinary action or eviction by the University. Any emergency goods or services provided by the University to the student are provided as a courtesy, and UNC Charlotte shall not be held responsible for any personal or property damage or liability incurred by the student as a result of student’s continued residence on campus or the provision or non-provision of such goods or services.

Y. Appeals for Charges or Fees. Students who believe that a fee or charge for services rendered under the terms of this contract is incorrect may appeal that fee or charge by following the steps outlined below.

Housing Facilities Damage Appeals

Appeals related to housing facilities damage billing must be submitted within thirty (30) days of the posting date on the student’s account. Appeals for facilities damage billing should be sent via e-mail to HRLFacilities@uncc.edu and include your name, student ID number, and room assignment. The appeal should describe in detail how and why the bill originated and the reason it should be waived or reduced in amount, and the specific adjustments that are being requested.

Housing, Meal Plans, and Related Services Appeals

To appeal a decision relating to refunds of fees for dining, housing and related services, and/or housing deposits, a student must submit an online Tuition, Housing and Dining Appeal Form with all supporting documentation. Appeals for housing and meal plan charges must be submitted no later than twelve (12) months after the posting date of the charge on the student’s account. For more information about the appeals process, visit the Tuition, Housing and Dining Appeals webpage.

Part III. Terms and Conditions for Internet Services

Internet Access. By signing this agreement, the student agrees to abide by the terms and conditions of the University's Responsible Use of University Computing and Electronic Communication Resources policy statement which can be found online at www.legal.uncc.edu/policies/up-307, as well as all other applicable University computing and technology policies.

Part IV. Opening and Closing Dates

<i>1st Summer Term</i>	
Check-In	May 17, 2020 9am – 5pm
First Day of Class	May 18, 2020
Check-Out	June 25, 2020 12pm

<i>2nd Summer Term</i>	
Check-In	June 28, 2020 1pm – 5pm
First Day of Class	June 29, 2020
Check-Out	August 6, 2020 12pm

Department of Housing and Residence Life

The University of North Carolina at Charlotte

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housing.uncc.edu