

# 2022 Summer Term

## Contract for Residential Services

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

### Contract for Residential Services: 2022 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 (“UNC Charlotte” or “the University”) through its Department of Housing and Residence Life (“Department”) 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 will permit approved Service Animals or Emotional Support Animals in its residential buildings (or halls) in accordance with University Policy 704, Animals on Campus (<https://legal.uncc.edu/policies/up-704>). Authorized personal pets may also reside in select units on campus as designated by the University. Such animals and pets must be preauthorized in writing by Housing and Residence Life administration and required documentation must be on file before they are brought on campus. 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 (“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 2022 Summer application periods (comprised of 1<sup>st</sup> and/or 2<sup>nd</sup> Half Term, as appropriate) and is between UNC Charlotte and the student whose name appears on the written or electronically submitted Application for Housing (“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, actual or perceived gender identity or expression, national origin, or disability, political affiliation, veteran status, or genetic information.

### **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 and additional accessible space reserved for students with medically documented conditions that require accommodations. 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, 2022.**

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 to the Office of Disability Services. 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, and the Office of Disability Services approves the accommodation, 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. If the Office of Disability Services approves a live-in personal attendant care as an accommodation, the cost of housing for a personal attendant (either in the room with the student or in a separate room) is the responsibility of the student. All required documentation should be provided to the Department of Housing and Residence Life by May 1, 2022 for First Half Term and by May 31, 2022 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 personal attendant background information may be downloaded from the Office of Disability Services website (<https://ds.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](https://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](mailto:HRLMailbox@uncc.edu), or by visiting our website at [housing.charlotte.edu](https://housing.charlotte.edu). Information of a personal or confidential nature should never be sent via e-mail.

## **Part II. Terms and Condition of the 2022 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. 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 2022 semester **and** are registered for class in the Fall 2022 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 Section II 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 or when an online application is completed as follows: 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 Section II S below.

**E. Entire Agreement Modification.** The terms and conditions set forth in this Contract, along with any policies or any other documents incorporated by the reference, 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 University; which reserves the right to modify this Contract from time to time at its own discretion.

Should any terms of this contract be modified by the University, students will be notified of such modifications via their assigned UNC Charlotte e-mail. The Department of Housing and Residence Life will post all such modifications to this contract in addendum form to the Housing and Residence Life website at: [housing.charlotte.edu](http://housing.charlotte.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 Friday, May 20, 2022 and ends on

Wednesday, June 29, 2022.

The period of occupancy for the Second Half Term begins on Thursday, June 30, 2022 and ends on Wednesday, August 10, 2022.

Students who have contracted for both terms may stay in their assigned space during the period between the two terms (June 29, 2022 through June 30, 2022). Students assigned to Fall 2022 campus housing will be able to stay on campus until the beginning of the Fall semester; students must move to their Fall 2022 assignment when asked to do so by the Department of Housing and Residence Life.

All dates listed within this Contract are applicable to the 2021-2022 academic calendar as approved by the Chancellor's Cabinet. If the academic calendar is revised this Contract has been signed, the Associate Vice Chancellor for Student Affairs may adjust the dates of occupancy and will communicate any changes as outlined in Section II.E above.

**G. Assignment Control.** Pursuant to this contract, the University agrees 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.

Students participating in programs related to their residence, such as in Learning Communities, Greek Village, or other special lifestyle areas, may, as a condition of such participation, 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 may implement special assignment protocols to comply with university and community expectations. Exceptions to this protocol will be evaluated on a case by case basis.

#### **H. Payment of Residential Services Charges.**

The summer 2022 housing rates will be determined by the University and will be published on [housing.charlotte.edu](https://housing.charlotte.edu) once approved. Housing fees include rent, all utilities, Internet, cable, laundry services and Resident Students Association membership fees in the base housing rates

The student agrees to pay all summer 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.

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 2022 housing rates are listed below and are *per term* rates.

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

*\*INTERN HOUSING ONLY*

**I. 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, water, theft, or otherwise, or for direct or consequential damages arising from loss of, or any interruption of, any utility service, including internet service provided by UNC Charlotte, a third-party vendor 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.

**J. Room Entry by University Officials.** The student agrees that University officials may enter the student's room during the period of occupancy in accordance with the University's [Administrative Room Entry and Search Procedures](#), available online and in the main office of the Department of Housing and Residence Life.

**Note:** In accordance with the [Administrative Room Entry and Search Procedures](#), authorized University personnel or agents may enter students' apartments, suites, or rooms without student consent for routine inspections and maintenance, in a health or safety emergency, or on suspicion of violation of law or University policy.

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

If the student is academically suspended or expelled, the student's Contract is immediately cancelled. If the suspended student submits an 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 excluded from housing as a result of imposition of conduct sanctions or breach of this Contract (see Section II L).

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.

**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. Failing to maintain enrollment status at UNC Charlotte throughout the period of occupancy.

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. Possessing Weapons, including firearms; explosive agents; fireworks; chemicals such as mace and tear gas (if used in an illegal manner); air or canister propelled guns such as BB guns, pellet guns, and paintball guns; tasers or stun guns; metallic knuckles; switchblade knives; martial arts weapons; any object or substance used, attempted to be used, or intended to inflict a wound, cause injury, or incapacitate; or any other "weapon" as defined by [N.C.G.S. §14-269.2](#) anywhere in the residential area. See University Policy 702, Weapons on Campus (<https://legal.uncc.edu/policies/up-702>).
4. Smoking or use of tobacco products anywhere in residential buildings, as prohibited by University Policy 707 (<https://legal.uncc.edu/policies/up-707>).
5. Abusing or misusing elevator equipment.
6. Intentionally throwing or dropping objects from windows or balconies in any residence hall, suite, or apartment.
7. 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.
8. 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.
9. Possession, consumption, or use of any controlled substance under the North Carolina Controlled Substances Act ([N.C.G.S. Chapter 90, Article 5](#)) in the residence hall.
10. Failing to pay charges for residential services when due.
11. Failing to claim assigned room by 5:00 PM on the day before the first official day of classes.
12. Failing to complete the prescribed check-in procedure.
13. Possessing, storing, and/or using ammunition, gasoline, kerosene, similar combustible materials, and/or any explosives anywhere in the residential area.
14. Repeatedly disturbing normal housing activities; repeatedly damaging housing facilities; and/or repeatedly interfering with other students' quiet enjoyment of residential facilities.
15. Keeping any unauthorized animals (other than fish in properly maintained aquarium or approved Service Animals or Emotional Support Animals) in University residential facilities. See Part I of this Contract for additional requirements on authorized animals and pets.

16. Permitting regular use by others of space assigned to a student, by assignment or otherwise, or permitting residency by persons not authorized by the University.
17. Using residential areas for any purpose that 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 provisions of University Policy 601, Use of Student Residence Facilities (<https://legal.uncc.edu/policies/up-601.5>).
18. Failing to comply with University policies regarding use of alcohol, Schedule III drugs ([N.C.G.S. Chapter 90, Article 5](#)), keys, lofts, noise, guests, visitation, health and safety inspections, and technology resources. These policies can be found on the University's website ([legal.uncc.edu/policies](http://legal.uncc.edu/policies)), the Department of Housing and Residence Life's website ([housing.charlotte.edu](http://housing.charlotte.edu)), and in applicable publications (e.g., Resident Handbook: <https://housing.charlotte.edu/campus-living/resident-handbook>).
19. Failing to comply with the terms of this Contract, including the provisions in this Section II.L, or the reasonable directions of University or Housing officials may result in cancellation of the Contract and exclusion of the student from campus residence, in addition to disciplinary procedures under the [Code of Student Responsibility](#).

**M. Effect of Breach.** The occurrence of any breach listed in Section II.L.1 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 Section II. L.2-19 above may, at the discretion of UNC Charlotte, result in cancellation of the Contract and exclusion of the student from campus residence.

A student who fails to claim an assigned room by 5:00 PM on the day before the first official day of classes will be charged a \$250 liquidation (see Section II.U). No refund of housing charges will be made to the student if the student is dismissed from housing for conduct action or breach of Contract (see Section II.T).

Except as provided in Section II.H. above, the Director of Residence Life (or designee) will contact the student to gather information related to the alleged breach of this Contract. The Director of Residence Life (or designee) will review all relevant, available information to make a determination. If the student is found to be in breach, the Director of Residence Life (or designee) will notify the student of the breach and subsequent Contract cancellation. If the student wishes to appeal the decision, they must file written notice of appeal, including any new, relevant information within 48 hours to the Associate Vice Chancellor for Student Affairs (or designee), who will render a final determination within 5 business days from the date of the appeal. Pending such determination on appeal, the student may remain in their assigned housing, unless UNC Charlotte determines, in its reasonable discretion, that the breach constitutes a health and safety hazard for other residents or employees.

In addition to the remedies for breach of Contract provided here, any breach which also constitutes a violation of University student conduct policies and/or of State or Federal criminal laws may also be referred for University conduct 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 ([legal.uncc.edu/policies/up-406](http://legal.uncc.edu/policies/up-406)), as they may be amended from time to time and all applicable 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 conduct action.

**O. Housekeeping and Furnishing.** 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 Section II 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 II 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.** 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. To appeal a decision relating to refunds of fees for dining, housing and related services, see paragraph Y.
2. 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.

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

1. To cancel residential services, the student must submit an electronic Housing Cancellation Request Form. This form is available on the Housing and Residence Life website at <https://housing.charlotte.edu/apply/cancellations> 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. The actual damages incurred by the University as a result of a student's cancellation are difficult to calculate, but costs set forth below represent a reasonable estimation of such damages:

***First Half Term***

By 11:59 PM (EST) on May 1, 2022

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

After 11:59 PM (EST) on May 1, 2022

**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 6, 2022

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

After 11:59 PM (EST) on June 6, 2022

**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.** Notwithstanding any other term of this Contract, if UNC Charlotte's performance of its obligations under this Contract, including provision of residential, Meal Plan, and Internet services, is materially hampered, interrupted, or interfered with; or illegal, impossible, or so difficult or expensive as to be commercially impracticable; or by reason of any fire, casualty, lockout, strike, labor conditions, unavoidable accident, riot, war, act of terrorism, epidemic, pandemic, public health emergency, or act of God, including inclement weather that requires the closure of or limitation of services on the University campus; or by any other unforeseeable event or extraordinary circumstance beyond the University's control; or by the enactment, issuance, or operation of any municipal, county, State, or federal law or ordinance, or executive, administrative, governmental, or judicial regulation, order, or decree; or by any directive by the University of North Carolina; or by any local or national emergency, UNC Charlotte shall be excused from performance or underperformance of this Contract. 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. Emergency Evacuation and/or Relocation.** UNC Charlotte and the student acknowledge the ongoing possibility that a health or safety emergency or other Force Majeure event, including the COVID-19 pandemic, may require evacuation or relocation of the student, or the student's use of campus residential facilities may be significantly restricted. Furthermore, during a health or safety emergency, some agents or staff contracted by UNC Charlotte to provide certain services to campus housing facilities may not be available or may be significantly limited. Notwithstanding anything in this Contract to the contrary, UNC Charlotte may adjust the housing services schedule contained in Part V herein, temporarily close, and/or place restrictions on use of housing facilities as necessary in UNC Charlotte's sole discretion to preserve the health and safety of student residents and the campus community. The student acknowledges that, in the event of such temporary closures, restrictions, and/or adjustments to the housing services schedule, the student must immediately comply with such evacuation or relocation order. The student further acknowledges that UNC Charlotte shall not have the obligation to issue a partial refund or credit for such interruptions or adjustments.

In the event that UNC Charlotte requires the student to vacate or relocate within university housing facilities, the student will be responsible for removing all valuable personal items at the time of evacuation or relocation. In certain circumstances, UNC Charlotte may remove possessions and/or furnishings from housing units in order for those units to be used for other emergency purposes. 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 and Meal Plan 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 of 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; alteration of roommate assignments; restrictions on student interaction, including social distancing and/or protective equipment requirements in case of a public health emergency, epidemic, or pandemic; restrictions on usage of common areas, ingress and egress from the University and University facilities; head counts and daily reports; health status checks and testing in case of a public health emergency, epidemic or pandemic; 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 conduct action under the Code of Student Responsibility or removal from housing 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 use of such goods or services, the student's continued residence on campus, or the University's 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. Students

may review housing charges by logging on to their student account.

#### 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](mailto: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 at <https://thd.uncc.edu>.

### **Part III. Terms and Conditions for Meal Plans**

Meal plan selections may be made on the Housing & Residence Life website through the Housing Application or on Banner Self Service under the Student Account/Student Services tab through the Meal Plan Selection Form.

#### **When selecting a meal plan, remember to:**

1. Carefully read the terms and conditions of the Contract for Meal Plans.
2. Complete the Meal Plan section of the Housing Application if living on campus or the Meal Plan Selection form if living off-campus.
3. Classification and meal plan eligibility is as defined by the University and Housing and Residence Life.

### **Contract Terms and Conditions for Summer 2022 Meal Plans**

#### **Key concepts and definitions**

**Meals:** Meals allow student entrance into a dining hall when the resident dining locations are open (see below for effective dates and dining hall closures). **Meals expire at the end of the semester.**

**Declining balance:** Declining balance funds may be used at any dining location on campus. These funds roll over from semester to semester and **expire at the end of the academic year** in which it was purchased.

**Meal plans:** Meal plans are available only to UNC Charlotte students registered for courses in the semester for which the meal plan is purchased. These plans have a predesignated quantity of meals and/or declining balance funds billed to a student's Student Account.

**First day of meal service:** The first day of meal service refers to the first-day students may use their meal swipes at the resident dining halls.

**Sales taxes:** North Carolina tax law requires the meal portion of a meal plan to be subject to sales tax; the associated Declining Balance portion of the meal plan is subject to sales tax at the point of sale.

## Student meal plans

The University offers a [variety of summer meal plans](#) to meet the diverse dining needs of students.

**Block Plans:** Block plans provide students with a specific quantity of meals to use in our resident dining hall locations that decline upon use and funds in their declining balance to use at any on-campus dining location or off-campus partner.

**Declining Balance Plans:** Declining Balance Plans refers to a meal plan consisting solely of declining balance funds. Declining Balance plans are used primarily for retail food purchases on campus, although declining balance may also be used to purchase meals at on-campus resident dining halls.

<i>Summer 2022 meal plans</i>				
<b>Meal Plan Description</b>	<b>Meals Assigned</b>	<b>Charge for Meals</b>	<b>Charge for Declining Balance</b>	<b>Total Charge</b>
*70 Block plan	70	\$655	\$250	\$905
**40 Block plan	40	\$390	\$100	\$490
350 Declining Balance plan	none	none	\$350	\$350

\*70 Block is only offered in the first summer session, however, the meals are eligible for use during both first and second summer session.

\*\* 40 Block is offered each summer session. These meals expire at the end of the session in which it was purchased.

## Meal plan eligibility

Students may choose to purchase a block or declining balance meal plan for each summer session they attend but are not required to do so. Only students currently enrolled at UNC Charlotte may access accounts.

## Effective dates, operational hours, and dining hall closures

Meal plan purchases are effective on each semester's first meal service date as posted on the [Auxiliary Services website](#).

Resident dining halls may be closed or operate on reduced hours between semesters and holidays. Meal plan prices reflect these closures. Declining Balance funds can be used throughout campus at the University dining locations open during these times. Please refer to the [dine on campus](#) webpage for up-to-date campus dining hours.

<i>First Summer Session 5/23/22 to 6/29/22</i>	
First day of meal service	Monday, May 23, 2022
Last day to change or cancel a Block meal plan	Friday, May 27, 2022, at noon
Memorial Day (University Open)	Monday, May 30, 2022 (All residential dining halls closed)
**Last day to use the 40 Block meals	Wednesday, June 29, 2022
Last day to use 70 Block meal plan	Wednesday, August 10, 2022
Last day to use declining balance	Wednesday, August 10, 2022

\*Dates are subject to change

\*\*Last day to use the 70 Block plan is Wednesday, August 10, 2022

<b>Second Summer Session 7/4/22 to 8/10/22</b>	
First day of meal service	Tuesday, July 5, 2022
Fourth of July holiday (University Closed)	Monday, July 4, 2022 (All residential dining halls closed)
**Last day to change or cancel a Block meal plan	Friday, July 8, 2022, at noon
Last day to use a Block meal plan	Wednesday, August 10, 2022
Last day to use declining balance	Wednesday, August 10, 2022

\*Dates are subject to change

\*\*Last Day to change or cancel the 70 Block plan is Friday, May 27, 2022, at noon

### Dining hall operational hours

Residential dining hall hours differ between first and second summer sessions. Only Crown Commons is open for meal service during the summer,

#### First Summer Session

<i>Monday through Friday</i>	
Lunch	11:30- 1:30
Dinner	5:00 - 7:30

#### Second Summer Session

<i>Monday through Friday</i>	
Lunch	11:30- 1:30
Dinner	5:00 - 7:30

<i>Saturday and Sunday</i>	
Brunch/Lunch	10:30- 2:00
Dinner	5:00 - 7:30

### Changes and cancellations

Changes or cancellations requested before the Friday before the first day of meal service for the semester:

If approved, the original plan will be removed and refunded in its entirety, and the new plan (if any) billed at its original rate.

**Changes or cancellations requested after the Friday before the first day of meal service for the semester:**

All meal plan changes and cancellation requests can be submitted online, via Banner Self Service, by completing the Meal Plan Selection form under the Student Account/Student Services link. Changes and cancellations at this time are **subject to a \$25 Meal Plan Processing Charge**, whether the student has used the meal plan or not. Any questions may be directed to the Meal Plans and 49er Card Office, located in room 127 Popp Martin Student Union, or at (704) 687-7337.

**Block Plans**

Students can request a change to their Block plan through the posted deadline.

**If changing between Block plans:**

The meal portion of the original plan is refunded in its entirety, and the new meal portion is billed accordingly. The meal usage will transfer to the new plan. The original Declining Balance portion of these plans will remain with the student.

**If changing from a Block plan to a Declining Balance plan:**

A prorated refund of the meal portion of the plan will be issued based on use. Declining balance use from the original plan will transfer to the new Declining Balance plan.

**If canceling a Block plan:**

A prorated refund of the meal portion of the meal plan will be issued based on use. The original Declining Balance portion of these plans will remain with the student and cannot be canceled.

**Declining Balance only plans:**

Students can request to change or cancel their Declining Balance plan at any time.

**If changing to a Block plan:**

The Declining Balance plan will be refunded entirely, and the requested Block plan will be billed at the original rate. Declining balance use from the original plan will transfer to the new declining balance of the chosen Block plan.

**If canceling a Declining Balance plan:**

Cancellations are prorated based on the use of the plan.

**Optional Dining Account**

An Optional Dining Account (ODA) may be used to supplement a meal plan. This account may be used for food purchased in University dining locations, South Village, SoVi2go, Crown Commons, concessions, and convenience store locations. Funds for this account are not billable through Student Accounts. Funds can be deposited through the [49er Card website](#), or at the Meal Plans and 49er Card Office (located in Room 127, Popp Martin Student Union) using a check or credit/debit card. The Optional Dining Account carries over indefinitely as long as the student is affiliated with the University.

## Disclosure Terms & Conditions for Optional Dining Account

- The Optional Dining Account is a non-required account of pre-deposited funds accessed by the Cardholder for the sole and exclusive use for purchases at any Dining Service location. This account should not be confused with the 49er Account. Funds are placed on the 49er Card either its physical or digital counterpart.
- Deposits to Optional Dining Accounts can be made in the 49er Card Office located in the Popp Martin Student Union. A minimum deposit of \$5.00 (no maximum limit) may be made by check or credit card.
- If the Cardholder's deposit check is returned for non-payment, a \$25.00 charge will be assessed on the Cardholder's account, and the account will be automatically suspended. The account will not be reactivated until the NSF check is reconciled and all appropriate bank NSF fees have been reimbursed to the Meal Plans and 49er Card Office.
- Deposits may also be made at the [49er Card website](#)
- There is no daily limit on the number of purchases made and debited to the account provided funds are available. The Cardholder understands and agrees that the 49er Card is not a credit card, nor can it be used to obtain cash or cash advances from the account.
- Balances of account may be obtained at any Dining Services point-of-sale location or the 49er Card [e-commerce website](#).
- Upon separation from the University, any remaining monies over \$10 are refundable by completing the [49er Acct/ODA Refund form](#).
- Account Inactivity - Optional Dining Accounts that are inactive for a period of six (6) months will be assessed a \$1.00 per month inactivity charge for each inactive month after that.

### **Part IV. 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 Standard for Responsible Use of Information Resources (<https://oneit.uncc.edu/iso/standard-responsible-use>), as well as all other applicable University computing and technology policies and standards. See: <https://oneit.uncc.edu/get-started/student>.

### **Part V. Opening and Closing Dates**

<b>1<sup>st</sup> Summer Term</b>	
Check-In	May 20, 2022 9am – 5pm & May 21 1pm – 5pm
First Day of Class	May 23, 2022
Check-Out	June 29, 2022 12pm

<b>2<sup>nd</sup> Summer Term</b>	
Check-In	June 30 1pm – 5pm & July 1, 2022 9am – 5pm
First Day of Class	July 5, 2022
Check-Out	August 10, 2022 12pm

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