



## **Guest and Emergency Housing Contract**

### **Contract for Residential Services**

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#### **Part I. General Information and Application Procedures**

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, 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 [legal.charlotte.edu/policies/up-704](https://legal.charlotte.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 pre authorized in writing by Housing and Residence Life administration and any required documentation must be on file **before** they are brought on campus. Those who do not receive authorization and/or do not have the required documentation for their ESA or pet on file before bringing an animal into their residence hall may forfeit their opportunity to have the animal reside with them 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.

The Guest and Emergency Housing Contract for Residential Services (hereinafter, “the Contract”) sets forth rights and responsibilities of the guest and UNC Charlotte in connection with housing, cable television and Internet access. The Contract is between UNC Charlotte and the guest whose name appears on the written or electronically

submitted Application for Guest or Emergency Housing (hereinafter, the “Application” or “Contract Application”). As referenced in the balance of this document, a "Completed Application" consists of: a complete written or electronically submitted Application for Guest or Emergency Housing form; a prepayment (U.S. dollars only), and, if applying online AND under the age of 18, a completed Parent/Guardian Signature Form.

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

**Roommate Requests.** Insofar as possible and as space permits, every effort is made to honor requests for specific housing assignments and/or mutual roommate requests. The University will not accommodate roommate requests based upon a preference for or against a certain race, color, age, religion, sexual orientation, actual or perceived gender identity or expression, national origin, disability, political affiliation, veteran status, or genetic information.

**Waiting List.** Guests who apply for housing after spaces have been filled will be placed on a waiting list according to the date of completed application. As Guest accommodations are limited, the University cannot guarantee housing availability.

**Guests with Physical Disabilities.** The University has housing facilities designed specifically for wheelchair users and additional accessible space reserved for those with medically documented conditions that require accommodations. Guests utilizing wheelchairs who receive housing space confirmation have priority in assignment to those wheelchair-accessible facilities so long as such space is available. It is extremely important that the Guest or Emergency Housing Application be received before all space is committed so that this priority for assignment to wheelchair-accessible facilities can be exercised.

Guests who utilize a wheelchair or require other accommodations may be considered for priority status on the waiting list on the basis of:

1. The date the completed Application was received; 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 or other reserved accessible space required for approved accommodations, documentation regarding the disability and special need for accommodations must be submitted to the Office of Disability Services prior to, or at the same time, that the Application is submitted.

The University does not provide personal attendant care of personally prescribed devices for students with disabilities. Personal attendants are not permitted access to

University-operated housing except as set forth in the Resident Handbook's policies regarding guests, unless the guest 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 guest and should be established well in advance of the time such services are to begin. If the guest has provided documentation that a personal attendant is necessary for the guest such that the personal attendant will need access to University-operated housing, then the guest 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 Housing and Residence Life. If the guest is unable to provide such documentation by those dates, the guest should contact the Housing and Residence Life to ask for an extension.

Forms for providing this attendant background information and lists of local agencies that provide personal care attendants can be found on the Office of Disability Service's website at [ds.charlotte.edu](https://ds.charlotte.edu). Failure to provide such verification 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 attendants to have access to residential space and will constitute a breach of this agreement which could result in cancellation of the guest's contract.

**Questions.** Should you have additional questions concerning Guest or Emergency Housing at UNC Charlotte, contact Housing and Residence Life at 704-687-0830, or by email at [ssibley@charlotte.edu](mailto:ssibley@charlotte.edu).

**To apply for residential services, the guest should:**

- A. Carefully read the terms and conditions of the Contract.
- B. Complete the Contract Application.
- C. Sign (written or electronic) the Contract Application in the space indicated (if applying online AND under the age of 18, a completed Parent/Guardian Signature Form). The signature indicates knowledge of and agreement to all Contract provisions.

***Enrollment at an institution of higher education, employment, and/or sponsorship verification are requirements for application for Guest and Emergency Housing at UNC Charlotte. Only after submitting the Contract Application and non-refundable prepayment, and then receiving written confirmation of space or a specific assignment is the guest assured Guest or Emergency Housing accommodations.***

## **Part II. Terms and Condition of the Guest and Emergency Housing Contract for Residential Services**

- A. Introduction.** This Contract sets forth specific rights and obligations related to guest residence at UNC Charlotte. The guest and UNC Charlotte recognize and agree that Housing and Residence Life is one aspect of a larger set of relationships between the guest and the University. The guest 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 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 guest in connection with pursuit of a university education or employment and confers no residence rights on any person who is not in good standing or affiliated at an institution of higher education. Only those employed in an internship, job, training program, or co-operative education program are eligible to obtain or retain the license conferred by the Contract.
- C. Applicability.** The requirements of this Contract apply to all guests, regardless of the type of housing supplied (suite or apartment). The Contract obligates the guest to pay full housing charges for the period of occupancy as listed on the Contract Application unless the Contract is canceled in accordance with paragraph U.
- D. Duration of Contract.** This Contract becomes effective after signing by the guest, and written acceptance of the guest into Guest or Emergency Housing by UNC Charlotte, and contracted date (unless otherwise terminated pursuant to this Contract). The guest agrees to pay \$100.00 for each day or part of day in residence beyond their contracted date. For the purposes of this Contract, a “signed contract” is created when an electronic application is submitted containing either the guest’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. section 7001). Under the provisions of E-Sign, guests (over the age of 18) may digitally sign their Contract

for Guest or Emergency Housing with Housing and Residence Life. The digital signature is applied when a guest completes the Guest or Emergency Housing application and selects acceptance of the terms and conditions of the contract.

- E. Entire Agreement Modification.** The terms and conditions set forth in this Contract shall constitute the agreement between UNC Charlotte and the guest 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 email address they provided during the application process. The Department will post all changes in addendum form on the Housing and Residence Life website. No other notification will be provided.

- F. Period of Occupancy.** UNC Charlotte will provide housing to the guest whose signature appears on the Contract application based on the guest's request and the available date of the unit, after cleaning

Under rare circumstances and only by prior agreement, the guest may be granted approval to move into University housing before the period of occupancy or move after the date outlined above. If given approval for housing, the guest agrees to pay the cost of such housing and understands that they may be required to move to a temporary space. Additionally, the guest agrees that all other terms and conditions of this Contract apply during their entire length of stay in Guest or Emergency Housing.

- G. Assignment Control.** The University's agreement is to provide residential living 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 guest is assigned. A guest is not permitted to exchange space assignments given by the University, or 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 guests, the University reserves the right to contract for housing with a slightly larger number of guests than it has regular housing spaces available. Such overbooking may

require that one extra guest will be assigned to a room, suite, or apartment not normally intended for occupancy by the extra guest; or that guests may be temporarily placed in a Resident Advisor (student staff) unit. These assignments are intended to be temporary. The University will reassign the extra residents to regular housing assignments as vacancies occur due to normal attrition. The guest understands and specifically agrees that the University may, in its sole discretion, make such arrangements for a period not to exceed one semester and that such housing arrangements fulfill the University's obligation to provide housing accommodations under this Contract.

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

If the guest's job, co-operative or guest employment is terminated, their housing Contract is immediately canceled.

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

The University reserves the right to exclude immediately, without prior notice, any guest whose continued residence presents a substantial risk to the safety or health of others, or presents a reasonable likelihood of imminent substantial disruption of normal residential activities, including those of conference operations.

- I. Payment of Residential Services Charges.** Housing charges are due by the end of occupancy. Prior to check-in, the guest will receive an invoice for their entire contracted stay. Guests may make payment by credit/debit card online, or pay with cash or check at the UNC Charlotte Cashier's Office or by contacting [hrlconferences@charlotte.edu](mailto:hrlconferences@charlotte.edu). Checks should be made payable to "UNC Charlotte" for "Guest Housing."

UNC Charlotte students in spaces designated as use for Short-Term Emergency Housing may have any unpaid balances placed on their student account. All applicants may have unpaid balances sent to collection for failure to pay.

Housing fees include rent, all utilities Internet, cable, and laundry services.

**J. Limitation on University Liability.** UNC Charlotte shall have no responsibility for loss of, or damage to, the guest'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 guest assumes all risk of all such loss. Insurance against such loss is the guest's responsibility; a 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 guest agrees that University officials may enter the guest's room during the period of occupancy in accordance with the University's Administrative Room Entry and Search Procedures, available in the main office of Housing and Residence Life.

Note: Authorized University personnel or agents may enter residents' apartments, suites, or rooms without the guest's 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 Guest.** The guest specifically understands and agrees that any of the following constitutes a breach of this Contract:

1. Failing to maintain enrollment at an institution of higher education, employment, and/or sponsorship verification 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 [legal.charlotte.edu/policies/up-702](#)
4. Smoking or use of tobacco products anywhere in residential buildings, as prohibited by University Policy 707 [legal.charlotte.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 or use of any controlled substance identified in Schedule I and II (N.C. General Statutes 90-89 or 90-90).
  10. Failing to pay charges for residential services when due.
  11. Failing to claim room on the start date listed on the guest’s Contract Application.
  12. Failing to complete the prescribed check-in procedure (i.e., picking up key, signing key envelope).
  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 residents’ quiet enjoyment of residential facilities.
  15. Keeping any unauthorized animals (other than fish in properly maintained aquarium or approved Service 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 the guest, by assignment or otherwise or permitting residency by persons not authorized by the University.
  17. Using space for any purpose which interferes with the rights of residents 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 601.5, Use of Student Residential Facilities [legal.charlotte.edu/policies/up-601.5](https://legal.charlotte.edu/policies/up-601.5)

18. Failing to comply with policies regarding use of alcohol, Schedule III drugs (N.C. General Statutes 90-91 and 90-94), keys, locks, noise, and guests, visitation, health and safety inspections, and technology resources. These policies can be found on the University's website [legal.charlotte.edu/policies](https://legal.charlotte.edu/policies), and in applicable publications on the Department's website [housing.charlotte.edu/campus-living/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.

**M. Effect of Breach.** The occurrence of any breach listed in Paragraph L, 1-9 above WILL result in cancellation of this Contract by UNC Charlotte and exclusion of the guest from campus residence. Occurrence of any breach listed in Paragraph L, 10-19 above will, at the discretion of UNC Charlotte, result in cancellation of the Contract and exclusion of the guest from campus residence. No refund of housing charges will be made to the guest if the guest is dismissed for disciplinary action or breach of contract.

Except as provided in Paragraph H above, the University will notify the guest of breach and the guest will then have 48 hours after notice to appear before the Associate Vice Chancellor for Student Affairs (or their designee) to present any evidence the guest deems appropriate. The Associate Vice Chancellor for Student Affairs (or their designee) will make a determination whether the Contract is terminated by the breach and announce that decision to the guest. The guest 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 criminal prosecution.

**N. Policies.** The guest agrees to abide by all provisions and policies of Housing and Residence Life, all University regulations, including the UNC Charlotte Code of Student Responsibility, and all State, Federal, and local laws and the Resident Student Handbook. 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 guest 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 guest agrees to pay costs of repair for damage (normal wear and tear excepted) to the assigned room, suite, or apartment. The guest further agrees that costs for repairs of damages to common areas (normal wear and tear excepted) will be paid collectively by the residents of the appropriate area(s). Evidence of damages will be provided if a guest is charged.
- Q. Condition of Room.** The guest agrees to leave the room, suite, or apartment in clean, orderly condition when occupancy ends, or to pay costs incurred by UNC Charlotte to clean the area. Evidence of conditions will be provided if a guest is charged.
- R. Return of Key(s).** The guest agrees to surrender key(s) on or before the last day of occupancy. Failure to do so will result in the guest being charged for a re-core or re-programming of the lock(s). Charges for keys that are lost or not returned are up to \$130.

In the event guests get locked out of their bedspace or apartment, they will go to the 24hr Loan Key Desk inside of Belk Hall.

To check out a temporary loan key, guests must be able to present a valid photo ID or answer security questions. Guests must return the loan key immediately after use. If it is not returned within the time frame given during issuance of the loan key, guests will be charged for a lock change. Guests are required to notify Housing and Residence Life right away if keys are lost or stolen.

Guests may be subject to, and responsible for the payment of the following charges: \$5 loan key service charge (each time); \$130 Apartment key lock change; \$30 for individual bedroom key lock change. These charges may be added to guests' application portal to be paid online.

- S. Late Checkouts and Abandoned Property.** Because of the time constraints involved in preparing for future housing obligations, late checkouts are not allowed. The guest 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 guest does not vacate the space assigned by the University at the conclusion of the occupancy period specified in this Contract, or if the guest 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 guest (or any person admitted to the space by the guest) 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 guest 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 guest's failure to vacate and restore the space is due to Force Majeure (see paragraph X), the guest shall be liable to the University for any loss suffered by the University if another resident who has the right to use the space is materially delayed or impaired from use by the guest's failure to vacate and remove personal property from the assigned space.

- T. Refund of Charges for Residential Services and Housing Prepayment.** The guest 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 guest loses the right to live in University housing by reason of disciplinary action, or breach of Contract, no refund of housing charges will be made.
2. To appeal a decision relating to refunds of dining, housing, and related services, see paragraph Y.

- U. Contract Cancellation by Guest.** In order to cancel residential services, the guest may cancel through the application website. If a guest chooses to cancel

their application after arrival, the guest will be responsible for payment of all nights originally requested on their Guest or Emergency Housing Application.

- V. Cancellations Under Special Circumstances.** A guest who is permitted or required to withdraw from their guest program for academic or medical reasons may be released from their contract when a written request for termination is submitted and applicable charges are paid for the balance of their stay.
- W. Vacating Room After Cancellation.** Once a request for cancellation of the Contract has been made, and is approved by Housing and Residence Life, the guest must complete all check out procedures and vacate the residential facilities within 24 hours of the date indicated by the Department in the 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, 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 charges will be made if the University fails to provide residential services due to a Force Majeure, except in the sole discretion of UNC Charlotte.
- 1. Emergency Evacuation and Relocation.** UNC Charlotte and the guest 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 guest, or the guest'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 and 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 residents and the campus community. The guest acknowledges that, in the event of such temporary closures, restrictions, and/or adjustments to the housing services schedule, the guest must immediately comply with such evacuation or relocation order. The guest 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 guest to vacate or relocate within university housing facilities, the guest 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 guest's personal property that is left behind in any residential facility following the guest'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 guests may have difficulty finding alternative housing. In such cases, and in the University's sole discretion, the University may offer to the guest emergency residential services. As a condition to receiving such emergency services, the guest 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 guest; roommate assignments; restrictions on guest 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 guest. Failure or refusal by the guest 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 guest are provided as a courtesy, and UNC Charlotte shall not be held responsible for any personal or property damage or liability incurred by the guest as a result of guest's continued residence on campus or the provision or non-provision of such goods or services.

- Y. Appeals for Charges or Fees.** Guests 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. Guests may review housing charges by logging on to their Guest or Emergency Housing Application on their Iris account.

Appeals related to housing facilities damage, loan key, and lock change billing must be submitted within thirty (30) days of the posting date on the guest's account. Such appeals should be sent via email to [hrlconferences@charlotte.edu](mailto:hrlconferences@charlotte.edu) and include the guest's name, UNC Charlotte 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.

### **Part III. Short-Term Emergency Housing Restrictions**

**Pets.** UNC Charlotte Students placed in Short-Term Emergency Housing through Student Assistance and Support Services are prohibited from having pets within the housing assignment. Students are responsible for making other arrangements for pet care while in Short-Term Emergency Housing.

**Visitors/Guests.** UNC Charlotte Students placed in Short-Term Emergency Housing through Student Assistance and Support Services are prohibited from having visitors and/or guests within the housing assignment.

### **Part IV. Terms and Conditions for Internet Services**

**Internet Access.** By signing this agreement, the guest agrees to abide by the terms and conditions of the University's Standard for Responsible Use policy statement which can be found online at [oneit.charlotte.edu/iso/standard-responsible-use](https://oneit.charlotte.edu/iso/standard-responsible-use), as well as all other applicable University computing and technology policies.

See [oneit.charlotte.edu/get-started/student](https://oneit.charlotte.edu/get-started/student)