

Spring 2022 Contract

Contract for Residential Services UNC Charlotte Housing and Residence Life

Contract for Residential Services: Spring 2022 Semester Contract

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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.

All residential spaces are contracted for the Spring semester.

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, dining, cable, and Internet access. The Contract is for the Spring 2022 semester 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 Contract, a "Completed Housing Application" consists of: a complete written or electronically submitted Application for Housing form; the payment of a deposit (U.S. funds only); 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.

First-Year Applicants

Newly entering first year students are permitted to live in most residential facilities. First semester students are not assigned to Greek Village unless they are a member living in a sorority, fraternity house or other special lifestyle, and only first year students who meet the age requirements will be allowed to live in Graduate/Post-Traditional student housing.

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 request. 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 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.

Application Timeline and Waiting List

Prospective residents may begin submitting Applications on October 1, 2021. 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.

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 or require other accommodations 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 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. 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. **If applying for the Spring semester, all documentation must be received by December 1, 2021.**

Students who have received Fall semester accessible housing space shall have priority for the Spring semester. The availability of accessible housing for applicants applying only for Spring semester cannot be guaranteed; availability depends on whether cancellations for such units are received for the Spring semester. Documentation regarding the disability and special need for accommodations must be submitted to the Office of Disability Services for Spring semester 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 required 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 January 1, 2022 for the Spring semester. If the student is unable to provide such documentation by those dates, the student should contact the Department of Housing and Residence Life to request an extension.

Forms for providing personal attendant criminal 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 Contract, which could result in cancellation of the Contract.

A list of local agencies that provide personal care 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 Spring 2022 Semester 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 registered for classes at UNC Charlotte are eligible to obtain the license conferred by the Contract.

C. Applicability. The requirements of this Contract apply to all students, regardless of the type of housing supplied (tower, suite, apartment, or Greek Village room). The Contract obligates the student to pay full charges for residential services for the academic year (or for the remainder of the academic year if the Contract is entered into after the start of the semester) 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 and accepted 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 selects acceptance of the terms and conditions of the Contract.

This Contract is for Spring 2022 and expires at 12:00 noon on the day following the student's last final exam for Spring 2022 and in any case no later than 12:00 noon on Friday, May 13, 2022. The student agrees to pay \$100.00 for each day or part of a 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 other documents incorporated by 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 email. 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.uncc.edu. No other notification will be provided.

F. Period of Occupancy. UNC Charlotte will provide campus housing for the Spring 2022 semester (or the balance thereof) to the student whose signature appears on the Completed Housing Application beginning on Thursday, January 6, 2022, at 9:00 AM. The period of occupancy ends at 12:00 noon on the day following the last day of the student's final exam schedule for the spring semester and in any case no later than 12:00 noon on Friday, May 13, 2022.

Under rare circumstances and only in connection with specific University programs, the student may be granted approval to move into University housing before the period of occupancy outlined above. If approved for early arrival, the student agrees that either the student or the Department sponsoring the student, if the Department has agreed to pay such cost, will be charged and shall pay for the additional cost of such early arrival at a rate of \$25 per day. Additionally, the student agrees that all other terms and conditions of this Contract apply during the period of early occupancy.

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. First Semester Students are not allowed to live in Greek Village unless they are members of a sorority, fraternity or other special lifestyle, and only first year students who meet the age requirements will be allowed to live in Graduate/Post-Traditional student housing. The student is not permitted to assign or exchange space assignment 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 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 semester 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.

H. Housing Deposit, Payment of Residential Services Charges, and Semester Housing Fees. A deposit of \$200.00 (U.S.) is required and due in full with each Application submitted. The deposit is NOT applied toward payment of fees. A deposit may be refunded only in accordance with Section II.T below.

The 2021-2022 housing rates will be determined by the University and will be published on housing.uncc.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 semester charges for residential services when billed. Checks should be made payable to UNC Charlotte. An installment payment plan is 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.

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 any 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 any and all risk of such loss. Insurance against such loss is the student's responsibility; a parent's homeowner's or renter's insurance policy may provide coverage, but the University bears no responsibility for making such determination. **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](https://housing.uncc.edu/sites/housing.uncc.edu/files/file/Administrative%20Room%20Entry%20and%20Search%20Procedure%202020.pdf), available online at <https://housing.uncc.edu/sites/housing.uncc.edu/files/file/Administrative%20Room%20Entry%20and%20Search%20Procedure%202020.pdf> 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 this Contract by the University after the student's breach of Contract.

If the student is 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 other residents, or presents a reasonable likelihood of imminent substantial disruption of normal residential activities.

L. Conduct 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), the Department of Housing and Residence Life's website (housing.uncc.edu), and in applicable publications (e.g., Resident Handbook: <https://housing.uncc.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 forfeit the housing deposit and be charged 50% of the annual housing charges (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 Policies and regulations, including the UNC Charlotte Code of Student Responsibility (legal.uncc.edu/policies/up-406), as they may be amended from time to time, and all applicable State, Federal, and local laws and regulations. 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 Furnishings. The student agrees to provide normal housekeeping and to use reasonable care in use of common facilities and all furnishings. All housing furnishings and fixtures must 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 residing in and around the affected 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 for use by another occupant. 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 Section 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 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. Refunds will be issued only as specifically provided in this section II.T and sections II.U, II.V, and II.X.

1. Any housing deposit remaining on the student's account will be 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 Contract; and
 - d. there are no outstanding financial obligations to the University; and
 - e. the student has not been removed from University housing as a result of the imposition of conduct sanctions or breach of this Contract.

2. To appeal a decision relating to refunds of fees for dining, housing and related services, and/or housing deposit, see Section II.Y.
3. If, during the term of the Contract, the student loses the right to live in University housing as a result of the imposition of conduct sanctions or breach of this Contract, no refund of housing charges 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. The form is available on the Housing and Residence Life website at <https://housing.uncc.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 and the return of keys 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:

Cancellation Deadlines for Spring 2022 Semester Contract

Cancel By:

December 1, 2021

Deposit is refunded and all charges for residential services are removed from the student's account.

December 2, 2021 through January 5, 2022

Student will forfeit the deposit and be responsible for payment of a \$750.00 liquidated damages fee.

Beginning January 6, 2022

Student will forfeit the deposit and be responsible for paying 100% of the Spring housing charges as liquidated damages, not as a penalty.

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 reasons

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 this Contract due to withdrawal from the University but re-enrolls later for the initially withdrawn term, the student 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, Loan Key & Lock Change Appeals

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 student's account. Appeals for facilities damage, loan key and lock change billing should be sent via email to HRLFacilities@unc.edu and include the student's 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 or fee 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 through the Meal Plans and 49er Card Office in the Auxiliary Services Building, or on the Housing & Residence Life website through the Housing Application.

If using the housing Application, to select 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 Application.
3. Classification and Meal Plan eligibility is as defined by Housing and Residence Life

Contract Terms and Conditions for Meal Plans for Spring 2022

North Carolina tax law requires the meal swipe portion of the Meal Plan be subject to sales tax; the associated Declining Balance portion of the Meal Plan is subject to sales tax at the point of sale.

The University offers a variety of Meal Plans to meet the diverse dining needs of students.

All first year students living on campus are required to purchase the **Daily Plan** each semester of occupancy, regardless of their housing assignment. The Daily Plan provides students with anytime access to our resident dining locations, \$300 in declining balance dollars, and 5 guest swipes. Students who enroll with college credit are considered to be first-year or freshman applicants if they have not taken any college courses since graduating high school. A student's class standing (freshman, sophomore, junior, etc.) will be determined based on the amount of transfer credit awarded.

All upper-class students (sophomores, juniors, seniors) who are assigned "required" housing accommodations (those in the towers – Holshouser, Sanford and Scott Halls – and in the suites – Belk, Hawthorn, Holshouser, Hunt, Laurel, Levine, Lynch, Miltimore, Oak, Wallis and Witherspoon Halls) are required each semester to purchase one of the Meal Plans offered to them. Upper class students are able to choose from **The Daily Plan**, a **160 Block Plan with \$400 Declining Balance**, or a **100 Block Plan with \$400 Declining Balance**.

For additional meal plan information, visit aux.uncc.edu/dining/meal-plans

During the student's period of occupancy, UNC Charlotte will provide meals according to the plan selected. A student in "required" (as indicated in the previous paragraph) housing must select a Meal Plan during the housing selection process. The student will be charged each semester for a Meal Plan selection. Non-use of a Meal Plan by a student in "required" housing does not nullify the requirement to purchase a plan each semester, nor does it nullify the charge for an unused plan. If a plan is not selected or if an incorrect plan is requested, an eligible plan will be assigned.

Plans offered by the University to on-campus residents in "required" housing consist of both meal swipes and declining balance dollars. The meal swipes within these traditional Meal Plans do NOT carry forward to future semesters. The Declining Balance dollars within these traditional Meal Plans DO carry over from the fall semester to the spring semester. Meal swipes are used at South Village, SoVi2Go, and Crown Commons dining facilities. Declining Balance can be used at all University retail dining locations, resident dining locations, and athletic concessions.

Upper-class students assigned to "non-required" housing (those in the apartments in Belk, Elm, Levine, Martin, Miltimore, Pine, Wallis and Witherspoon Halls or Greek Village) may choose from any of the Meal Plans offered. Their five options are: The Daily Plan, the 160 block plan, the 100 block plan, or one of the 1200 or 875 Declining Balance only plans. (Any unspent funds remaining from the all-declining-balance Meal Plans will carry forward from Fall to Spring and through the end of the second summer session for the academic year.)

Meal Plans purchased in the Fall semester will automatically be renewed for the Spring semester ***for all students*** unless changed or cancelled by the student. Only students currently enrolled at UNC Charlotte may purchase a Meal Plan.

Resident dining facilities will be closed during Fall break, Thanksgiving break, Winter break and Spring break. Declining Balance dollars can be used throughout campus at the University dining locations that are open during these breaks.

International students should request information regarding their Meal Plan options through the Office of International Programs **PRIOR** to the beginning of the semester. Questions regarding meals plans for these students may also be directed to the Meal Plans & 49er Card Office at 49ercard@uncc.edu.

Students with special dietary restrictions should initially contact the Meal Plans and 49er Card Office at 704-687-7337, where they will be referred to the Dining Services Registered Dietitian (RD).

Changes and Cancellations

Students may request a change to their Meal Plan through the first two weeks of any semester, unless there is a change to the academic calendar. For the most up-to-date meal plan change information, including dates, please visit <https://aux.uncc.edu/dining/meal-plan-selection>. University Dining has the right in its sole discretion to provide amended Meal Plan options in the event that the schedule for in-person instruction changes.

Meal Plan changes or cancellations by students are prorated to the activation date of the Meal Plan for any given semester and are subject to a \$25 Meal Plan Processing Charge, whether the student has used the Meal Plan or not. After the scheduled two-day room change period, no other Meal Plan changes or cancellations may be made for the current semester. This also applies to students who have moved from required housing to apartments or have moved off campus, unless the student has requested a cancellation due to withdrawal from the University.

Meal Plan changes or cancellation requests are accepted Mondays beginning at 8:00 AM through Friday at 12:00 noon. All changes and cancellations will be updated each Monday morning for the **previous** week's requests. These cancellation terms do not apply to students who have been granted a withdrawal with extenuating circumstances from the Dean of Students Office and are handled on a **case-by-case basis**.

Once a request for cancellation due to a withdrawal from the University has been reviewed and validated, the student will be financially responsible for the daily prorated dining charge for their Meal Plan. The Meal Plan charge will be prorated through the week of the last use of the plan or through the effective date of withdrawal from the University, whichever date is later; and a prorated amount will be credited to the student's account. This cancellation will also incur a \$150.00 withdrawal charge, which will be applied to the student's account. There are no cancellations or refunds permitted for students who withdraw within the last four (4) weeks of classes, based on the last date of the semester. If a student is released from their dining contract due to withdrawal from the University but re-enrolls later for the initially withdrawn term the student will again become financially responsible for the originally contracted dining plan.

All Meal Plan changes and cancellation requests can be submitted online, via Banner Self Service, or by completing the Meal Plan Selection form under the Student Account/Student Services link. Any questions may be directed to the Meal Plans and 49er Card Office, located in room 175 Auxiliary Services Building or at (704) 687-7337.

An Optional Dining Account (ODA) may be used to supplement a Meal Plan. Funds for this account are not billable through Student Accounts, but can be deposited separately through the 49er Card online website (<http://aux.uncc.edu/dining>), at the Meal Plans and 49er Card Office (located in Room 175, Auxiliary Services Building), or the Dining Services Office/ID Office (located in Room 127, Student Union) using cash, check or credit/debit card. This account may be used for food purchased in University dining locations, South Village, SoVi2go, Crown Commons, concessions, and convenience store locations. The Optional Dining Account carries over indefinitely as long as the student is enrolled at the University.

Disclosure Terms & Conditions for Optional Dining Account

- A. The Optional Dining Account is a non-required account of pre-deposited funds accessed by the Cardholder for the sole and exclusive use for food purchases in all Dining Services locations and it is placed on the 49er ID Card. This account should not be confused with the 49er Account.
- B. Deposits to Optional Dining Accounts can be made in the ID Office located in the Student Union or the Meal Plans and 49er Card Office located in the Auxiliary Services Building. Minimum deposit of \$5.00 (no maximum limit) may be made by cash, check or credit card.
- C. Deposits may also be made at the 49er Card Online website, <http://aux.uncc.edu/>.
- D. 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.
- E. There is no daily limit on the number of purchases that may be made and debited to the account provided funds are available. The Cardholder understands and agrees the 49er ID Card is not a credit card, nor can it be used to obtain cash or cash advances from the account under any circumstances.
- F. Balances of account may be obtained at any Dining Services point-of-sale location or the 49er Card Online website.
- G. 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 thereafter.

Part IV. Terms and Conditions for Internet Services

Internet Access. By signing this Contract, the student acknowledges the requirement 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

*Pursuant to Part II.X above, University and residence hall opening and closing dates are subject to change due to unforeseen events or extraordinary circumstances beyond the University's control, including, but not limited to, the enactment, issuance, or operation of any municipal, county, State, or federal law or ordinance, or any executive, administrative, governmental, or judicial regulation, order, or decree, or by any directive by the University of North Carolina, and shall be in the sole discretion of UNC Charlotte.

Spring Semester	
New Residents Check In	Thursday, January 6, 2022 9:00 AM
M. L. King Day	Monday, January 17, 2022 (all residential areas remain open but offices are closed)
Spring Break	Monday, March 7 – Saturday, March 12, 2022 (all residential areas remain open and offices are open)
Spring Holiday	Friday, April 15 – Saturday, April 16, 2022 (all residential areas remain open and offices are open)
Closing	Friday, May 13, 2022 12:00 PM

Department of Housing and Residence Life

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