

# **Summer 2022 Housing Contract**

## **Contract for Residential Services**

**UNC Charlotte  
Housing and Residence Life  
9201 University City Blvd.  
Charlotte, NC 28223**

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

Students are advised to be aware of the following information before signing a housing Contract. When you sign this document, you accept the conditions and terms set forth within.

The University of North Carolina at Charlotte (hereinafter, “UNC Charlotte” or “the University”) provides available housing accommodations to eligible applicants regardless of race, age, religion, sexual orientation, national origin or physical disability. Wheelchair accessible housing is available as detailed below.

To comply with federal and state laws, the Department of Housing and Residence Life 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](http://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 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.

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

**First-Year Applicants.** Newly entering first-year students are not eligible for Summer Intern Housing. Interns must have completed 12 or more credit hours at a college or university to be eligible.

**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.** Students who apply for housing after all available spaces have been filled will be placed on a waiting list according to the date of completed application. As Student accommodations are limited in number, the University cannot guarantee housing availability.

**Physically Disabled Students.** The University has housing facilities designed specifically for wheelchair users. Students utilizing wheelchairs who receive housing space confirmation have priority in assignment to those wheelchair-accessible facilities so long as such space is available. It is extremely important that the Intern Application be received before all space is committed so that this priority for assignment to wheelchair-accessible facilities can be exercised.

Students who utilize a wheelchair 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, appropriate documentation regarding the disability and special need in accommodations must be submitted to the Office of Disability Services prior to May 1, 2022.

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 students, unless the student has made the necessary arrangements with Housing and Residence Life and provides the necessary documentation. Arrangements for the provision of attendants are entirely the responsibility of the individual student and should be established well in advance of the time such services are to begin. If the student has provided documentation that a personal attendant is necessary for the student such that the personal attendant will need access to University-operated housing, then the student must provide adequate certification as required by the University regarding the attendant's background, including, but not limited to criminal background checks as set forth by the University. Such documentation should be provided to the Department of Housing and Residence Life. If the student is unable to provide such documentation by those dates, the student should contact the Department of Housing and Residence Life to ask for an extension.

Forms for providing this attendant background information 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](http://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 student's contract.

**Questions.** Should you have additional questions concerning Intern Housing at UNC Charlotte, contact the Department of Housing and Residence Life at 704-687-7502, or by email at [hrconferences@uncc.edu](mailto:hrconferences@uncc.edu).

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

- A. Carefully read the terms and conditions of the Contract.
- B. Complete the Intern Housing 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 Intern 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 student assured Intern Housing accommodations.***

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

- 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 the student and the 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 pursuit of a university education, employment, or internship 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, and registered for classes for the Spring 2022 period, concurrently enrolled during the Summer 2022, or enrolled in the Fall 2022 period at an institution of higher education, and have already completed a minimum of 12 credit hours are eligible to obtain or retain the license conferred by the Contract.
- C. Applicability.** The requirements of this Contract apply to all students, regardless of the type of housing supplied (suite or apartment). The Contract obligates the student to pay full housing charges for the period of occupancy as listed on the Contract Application unless the Contract is cancelled in accordance with paragraph U.
- D. Duration of Contract.** This Contract becomes effective after the completed Intern Housing Application is received and accepted by the Department of Housing and Residence Life, including submission of the \$250 non-refundable housing deposit, and written acceptance of the student into Intern Housing by UNC Charlotte, and is, for the summer 2022 intern housing period beginning on Sunday, May 22, 2022, and, contract depending, ending on Saturday, August 6,

2022, (unless otherwise terminated pursuant to this Contract). The student agrees to pay \$100.00 for each day or part of day in residence beyond his/her contracted date as outlined in paragraph S.

For the purposes of this Contract, a “signed contract” is created when an electronic application is submitted containing either the student’s or guarantor’s written signature in the correct space. Online Applications are governed by the Electronic Signatures in Global and National Commerce Act (“E-Sign”) (15 U.S.C. section 7001). Under the provisions of E-Sign, students (over the age of 18) may digitally sign their Contract for Intern Housing with the Department of Housing and Residence Life. The digital signature is applied when a student completes the Intern 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 student with respect to residential services. This contract may not be modified except in writing by the University.

Should this Contract be modified by the University, applicants will be notified of changes via the assigned UNC Charlotte email. 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 campus housing for Summer 2022 to the student whose signature appears on the completed Intern Housing Application beginning on Sunday, May 22, 2022 at 9:00 AM. The period of occupancy ends at 12:00 noon on Saturday, August 6, 2022.

Under rare circumstances and only by prior agreement, the student 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 student agrees to pay the cost of such housing and understands that they may be required to move to a temporary space. Additionally, the student agrees that all other terms and conditions of this Contract apply during their entire length of stay in intern 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 student is assigned. A student 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 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 residents 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.

- H. Maintaining Eligibility.** The student'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 student's breach of Contract.

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

No refund of housing charges will be made to the student if the student is dismissed for disciplinary action or breach of contract. (See paragraph 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 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.** A deposit of \$250.00 (U.S.) is required and due in full with each Application submitted. The deposit is applied

toward payment of fees and therefore not refunded, even if the student cancels their stay prior to arrival. The deposit however, will be refunded if the student's internship, job, or co-op is cancelled or assigned a non-Charlotte area location and documentation is provided to verify this has occurred.

The student agrees to pay for all charges for residential services when billed. Prior to check-in, the student will receive an invoice for their entire contracted stay. Students may make payment by credit/debit card online, or pay with cash or check at the UNC Charlotte Cashier's Office or by contacting [hrconferences@uncc.edu](mailto:hrconferences@uncc.edu). Checks should be made payable to "UNC Charlotte" for "Intern Housing." All payments are due by July 15, or prior to check-out, whichever comes first.

The non-sponsored rate for Intern Housing is \$30.00/contracted night for a space in a 4-bedroom/4-person apartment. The non-sponsored rate for Intern Housing is \$28.00/contracted night for a space in a 2-bedroom/2-person suite.

The sponsored rate for Intern Housing is \$29.75/contracted night for a space in a 4-bedroom/4-person apartment. The sponsored rate for Intern Housing is \$27.75/contracted night for a space in a 2-bedroom/2-person suite.

If the internship is sponsored by a UNC Charlotte department or if the applicant is a current UNC Charlotte student, the rate is \$27.82/contracted night for a space in a 4-bedroom/4-person apartment, and \$26.92/contracted night for a space in a 2-bedroom/2-person suite.

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 student's personal property anywhere in the residential facilities, whether by fire, theft, or otherwise, or for direct or consequential damages arising from loss of, or any interruption of, any utility service provided by UNC Charlotte or any other person or organization in connection with residence services. The student assumes all risk of all such loss. Insurance against such loss is the student's responsibility; a homeowner's or renter's insurance policy may provide coverage. A supplemental renter's insurance policy covering campus residence is strongly recommended.

**K. Room Entry by University Officials.** The student agrees that University officials may enter the student's room during the period of occupancy in 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 student'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. 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 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](http://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](http://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 student'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 student, 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](http://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, lofts, noise, and students, visitation, health and safety inspections, and technology resources. These policies can be found on the University's website [legal.charlotte.edu/policies](http://legal.charlotte.edu/policies), and in applicable publications on the Department's website [housing.charlotte.edu/campus-living/resident-handbook](http://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 student 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 student from campus residence. No refund of housing charges will be made to the student if the student is dismissed for disciplinary action or breach of contract.

Except as provided in Paragraph H above, the University will notify the student of breach and the student will then have 48 hours after notice to appear before the Associate Vice Chancellor for Student Affairs (or their designee) to present any evidence the student 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 student. The student desiring to appeal the determination must file written notice of appeal within 48 hours with the Vice Chancellor for Student Affairs.

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

- N. Policies.** The student agrees to abide by all provisions and policies of the Department of Housing and Residence Life, all University regulations, including the UNC Charlotte Code of Student Responsibility, and all State, Federal, and local laws 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 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 residents of the appropriate area(s). Evidence of damages will be provided if a student is charged.

- Q. Condition of Room.** The student 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 student is charged.
- 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). Charges for keys are up to \$90.
- S. Late Checkouts and Abandoned Property.** Because of the time constraints involved in preparing for future housing obligations, late checkouts are not allowed. The student will be charged \$100.00 per day or any part of the day for remaining in the residential area beyond the period of occupancy (see paragraph F).

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

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

1. If, during the time of the Contract, the student loses the right to live in University housing by reason of disciplinary action, or breach of 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 Student.** In order to cancel residential services, the student may cancel through the application website. If a student chooses to cancel their application after arrival, the student will be responsible for payment of all nights originally requested on their Intern Housing Application.

**V. Cancellations Under Special Circumstances.** A student who is permitted or required to withdraw from their student 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 the Department of Housing and Residence Life, the student 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 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 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 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 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 services. As a condition to receiving such emergency services, the student must abide by any emergency policies and procedures established by the University. Emergency policies and procedures may include, but are not limited to: relocation of the student; roommate assignments; restrictions on student interaction, usage of common areas, and ingress and egress from the University and University facilities; head counts and daily reports; and assignments of cleaning duties or other custodial tasks to the student. Failure or refusal by the student to abide by any such policy or procedure may result in disciplinary action or eviction by the University. Any emergency goods or services provided by the University to the student are provided as a courtesy, and UNC Charlotte shall not be held responsible for any personal or property damage or liability incurred by the student as a result of student's continued residence on campus or the provision or non-provision of such goods or services.

- Y. Appeals for Charges or Fees.** Interns 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 submitting an email to [hrlconferences@uncc.edu](mailto:hrlconferences@uncc.edu) including name, building and room number. 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. 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 policy statement which can be found online at [oneit.charlotte.edu/iso/standard-responsible-use](http://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](http://oneit.charlotte.edu/get-started/student)