

# THE UNIVERSITY OF NORTH CAROLINA AT PEMBROKE HOUSING AGREEMENT/APPLICATION

## I. INTRODUCTION

All the materials contained herein are legal and binding parts of the Housing Agreement. It is the student's responsibility to become familiar with all provisions of this Agreement. The student understands that this Agreement is for space in student housing and not for a specific room or building.

## II. GENERAL TERMS AND CONDITIONS

### A. Purpose

The premises will be used by the student solely for residential and educational purposes at The University of North Carolina at Pembroke.

### B. Assignments

Students entering UNCP who request to live on campus must complete a Housing Agreement/Application. This application and a \$125 deposit must be on file before a room assignment can be considered. **Applicants should understand that by entering into this housing agreement they are liable for the room and board charges for the full academic year (August-May).** Housing is guaranteed for first-year students who submit this contract and deposit prior to May 1. Contracts received after this date are assigned on a first received basis, not first postmarked.

The Housing Office makes all room assignments and is responsible for approving or denying room and roommate changes and consolidating vacancies. Assignments will normally be made on the basis of two students per room.

Rooms are to be occupied only by the students assigned to them. A student's right to occupy a room pursuant to this agreement may not be assigned or transferred by the student.

It is the policy of the university to assign roommates without regard to race, color, national origin, religion, age, or handicap. Students of the opposite sex will not be assigned to, nor may they reside in the same room. While consideration is given to roommate preference request, it may not be possible to grant request received after June 1.

Students will be notified of their housing assignments approximately one month before the beginning of the semester. However, the university may alter the specific room assignment, if necessary, prior to the student's arrival. Every effort will be made to notify students of such changes prior to their arrival on campus.

### C. Consolidation

The University reserves the right to consolidate rooms and/or residence halls to ensure full capacity when vacancies occur and may move students to another room or facility when such consolidation becomes necessary.

### D. Refund Policy of Room Deposit

(1) The University will refund all except \$25 of the room deposit to incoming new students if written cancellation is received by July 31, preceding the fall semester, and by November 30, preceding the spring semester. The room deposit is non-refundable after these deadlines.

(2) The room deposit (less damages and/or any other financial obligations owed UNCP) will be refunded to established residents provided that the resident submits written cancellation by November 30, preceding the spring semester, and by July 31, preceding the fall semester. Established residents must follow check-out procedures as detailed in the *Student Handbook* to ensure an appropriate refund of the room deposit.

(3) If a student withdraws from the University after the semester begins but prior to mid-semester, the room deposit will be forfeited. If a student officially withdraws after mid-semester, the room deposit (less damages and/or any other financial obligations owed UNCP) will be refunded, provided check-out procedures are followed.

### E. Refund Policy of Room and Board Fees

Room and board fees for fall and spring semesters will be refunded per the following schedule, provided a student officially withdraws from the University.

Prior to first day of classes	100% of charges paid
1 through 12 calendar days	90% of charges paid
13 through 30 calendar days	50% of charges paid
31 through 60 calendar days	25% of charges paid
after 60 calendar days	no refund

The counting of calendar days begin with the first official day of classes (not the first day of particular classes). A completed withdrawal form must be filed with Student Accounts in the Controller's Office. Forms for withdrawal

during the first six weeks of the semester may be obtained from the Registrar's Office. After the first six weeks, forms may be obtained from the Office for Academic Affairs.

### F. Lost Keys

Whenever a student misplaces, loses, or has his/her room key stolen, a \$30 fee will be charged to change the lock and issue new keys.

### G. ALCOHOL-FREE ENVIRONMENT

The University's alcohol policy permits students of legal age to possess or consume alcohol only within the confines of their residence hall room. There are many reasons an individual may choose to reside in an alcohol-free environment. These reasons range from personal lifestyle preferences, cultural or religious beliefs, and/or desires related to recovery from personal or family abuse problems. One roommate's reason for choosing an alcohol-free environment may be very similar or very different from the others'. Assignments in alcohol-free environments are available on a first-come, first-served basis at the following locations: West Hall (men) second and third floors; North Hall (women), second and third floors; Belk Hall (women), second and third floors; Oak Hall, first floor and the Teaching Fellows area on the second floor; Pine Hall, first floor; and Village Apartments, Building 500. Residents are required to sign a pledge to refrain from possession and use of alcohol on the alcohol-free floor.

### H. Termination by the University

Campus housing is a privilege and not a right. The University will terminate a student's Housing Agreement when behavior is disruptive or when actions are abusive to the facilities. Violations which compromise the safety and security of residents will result in exclusion from student housing and termination of the Housing Agreement. Termination of the Housing Agreement privileges is not disciplinary in nature but is a function of providing safe and comfortable accommodations to all residents. However, termination of the Housing Agreement does not preclude discipline by the University for violation of University rules, nor does it preclude civil or criminal proceedings in the courts where such is appropriate.

Any appeal of the Director of Housing and Residence Life's decision to terminate the Housing Agreement must be made to the Vice Chancellor for Student Affairs whose decision shall be final. The Vice Chancellor will make a decision based upon the merits of each individual case.

### I. Room Condition

Upon termination of this Agreement and/or vacating a room, the student must leave the assigned room, its furnishings and equipment in a condition equal to the same as they were upon commencement of the student's occupancy. Ordinary wear and tear is excepted. In addition to the check by student staff, maintenance staff will check the room for cleaning/damages, which will be assessed to the responsible individuals. Personal property left in a room following the termination of occupancy will be deemed to have been abandoned. Students may be charged for the removal of such property.

### J. Alterations

No alterations or repairs may be made to the assigned room, its furnishings or equipment without the expressed written consent of the University. University furniture must remain in the room and may not be placed in storage.

### K. Damages

The University will assess damage charges for unauthorized use of, and alterations to rooms, furnishings, equipment, and buildings, and for special cleaning necessitated by improper care of rooms. Charges are also made for damages/excessive cleaning to public areas with all residents of a corridor or section held accountable for equal portions of the total charges. Cleaning/damage charges will be billed to the student.

### L. University's Right to Entry

The University reserves the right (a) to enter any room/apartment for the purpose of inspection, maintenance, or repairs (b) to enter any room/apartment without notice to, or permission of, the resident thereof for the purpose of (1) inspecting for illegal drugs or narcotics and (2) inspecting for firearms, explosives, weapons, or any substances, materials, or goods that may constitute a danger to persons in the residence halls or where their possession is a breach of this Agreement, of the standards and regulations of the University, or the laws of North Carolina; (c) to enter any room/apartment when there is reason to believe that the occupants are in serious physical or psychological danger or distress. Such entry and inspection, however, should be made only when the University has reasonable cause to believe that such items or circumstances exist.

### M. Prohibited Items

The following items are not permitted to be used or stored in student rooms or any other area of residential facilities: any internal combustion engine, any acids, automobile batteries, gasoline, firearms or other weapons, fireworks, waterbeds or other water-filled furniture, and cooking appliances. NOTE: Microwaves are located on each floor in the women's residence halls. Residents in male halls will be allowed to have microwaves in their rooms.

Due to health standards and possible inconvenience to other residents, no animals (except guide dogs for visually impaired residents), birds, or pets of any kind other than fish are to be in the residential facilities.

**N. Commercial Enterprise**

Personal business enterprises shall not be conducted in or from the University residential facilities.

**O. University Liability**

The University does not assume any obligation or liability for loss or damage to items of personal property which may occur in its buildings or on its grounds, prior to, during or subsequent to the terms of this Agreement. This includes, but is not limited to, damage, loss, water damage, fire, theft, flooding, etc. No interruption of utility services, heating, and cooling shall be deemed as an eviction or disturbance of students' use of the facilities or render the University liable for damages unless the University willfully refuses to supply said services without cause or excuse.

**P. Student Responsibility**

The student is individually responsible for the proper care of his/her assigned room and its furnishings.

**III. UNIVERSITY REGULATIONS AND GOVERNMENTAL STATUTES**

**A. Code of Conduct**

All students housed in the residential facilities are required to abide by the Code of Conduct publicized by UNCP in the *Student Handbook*.

Violations which compromise the safety and security of students will result in contract termination and other appropriate action. Upon the student's violation of the standards of conduct, the University at its option may terminate this Agreement by giving notice to the student of such termination. If this Agreement is so terminated, the student will be liable for room and board fees prorated to the date the student is officially clear of student housing.

**B. Equal Opportunity/Affirmative Action**

The University of North Carolina at Pembroke is committed to equality of educational opportunity and does not discriminate against applicants, students, or employees based upon race, color, national origin, sex, age, or handicap. UNCP commits itself to positive action to secure equal opportunity regardless of those characteristics. UNCP supports the protection available to members of its community under all applicable Federal laws, including Titles VI and VII of the Civil Rights Act of 1964, Title IX of the Educational Amendments of 1972, Sections 799A and 845 of the Public Health Act, the Equal Pay and Age Discrimination Acts, the Rehabilitation Act of 1973, and Executive Order 11246.

**IV. APPLICATION FOR CAMPUS HOUSING**

**A. Academic Year**

20\_\_ Fall Semester                      20\_\_ Summer Session I  
20\_\_ Spring Semester                  20\_\_ Summer Session II  
20\_\_ Summer at Pembroke          20\_\_ Summer COP

**B. Classification**

Freshman    Sophomore    Junior    Senior    Graduate

**C. Name (please print)**

\_\_\_\_\_  
LAST                      FIRST                      MIDDLE  
\_\_\_\_\_-\_\_\_\_\_-\_\_\_\_\_  
Date of Birth                                      Gender

**Mailing Address**

\_\_\_\_\_  
Route, Box and/or Street  
\_\_\_\_\_  
City                      State                      Zip  
Home Phone (        ) \_\_\_\_\_-\_\_\_\_\_

**D. Emergency Contact**

\_\_\_\_\_  
Print Name                                      Relationship  
Home Telephone: \_\_\_\_\_  
Work Telephone: \_\_\_\_\_

**E. Roommate/Hall Request**

**Your Characteristics:**

Academic Major/Interest: \_\_\_\_\_  
\_\_\_\_\_  
Musical Preference -Type: \_\_\_\_\_  
Music Volume:    Loud    Average    Soft

Do you smoke    Yes    No

Previous colleges/universities attended: \_\_\_\_\_

**Preferred Roommate Characteristics:**

Morning person                       Late night person  
 Same major                               Different major  
 Extremely neat                           Messy and scattered  
 Other: \_\_\_\_\_

**Specific Request**

Residence Hall: \_\_\_\_\_  Alcohol-Free

Roommate: \_\_\_\_\_

Both students must request each other and have applications and deposits submitted. It may not be possible to grant requests received after June 1.

**F. Residential Facilities**

North Hall is a six-story women's residence hall with rooms along a central corridor. (Room size is 11x15)

Belk Hall is a six-story women's residence hall with rooms along a central corridor. (Room size is 11x15)

West Hall is a three-story men's residence hall with rooms along a central corridor and with some four rooms per suite. (Room size 12x16 1/2)

Wellons Hall is a two-story men's residence hall with four rooms per suite. (Room size is 15x13)

Pine Hall is a four-story co-ed hall with single and double rooms. (Room size is 8x12 single; 10x16 double)

Oak Hall is a four-story upperclass co-ed hall with single and double rooms and houses students in Maynor Honors College and Teaching Fellows Programs. (Room size is 8x12 single; 10x16 double)

Village Apartments (for upperclass residents) are three-story buildings with four units per floor. Units include three double occupancy bedrooms (14' x 12' 6") each with full bathrooms, living room (22' x 13' 8") and kitchen.

All rooms are furnished with twin beds, desks, closets, dressers, and blinds. It is up to each student to personalize his/her room. Additionally, our rooms have local phone service, cable TV hookup, data connectivity, air conditioning, laundry and vending room access, access to 24-hour per day campus police coverage, and trained professional residence staff ready to assist residents.

**G. Deposit**

A \$125 deposit must be on file before a room assignment can be made. There will be a \$25 fee charged for returned checks.

**V. Agreement**

I hereby certify that all information presented on this Housing Agreement is true. I have read this document in its entirety and understand the terms thereof.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
by student or Parent/Guardian if student is under 18 years of age  
**Please retain yellow copy for your records**

**OFFICE USE ONLY**

DATE RECEIVED \_\_\_\_\_ RECEIPT \_\_\_\_\_