Fall 2012/Spring 2013 **North Carolina Central University Residence Hall Agreement Form**

Please read this document carefully.

The student's signature on the Residential Life Residence Hall Agreement or completion of the Residential Life Application form for Fall/Spring/Summer Room Sign-up Processes binds the student to this Residence Hall Agreement. **The student is responsible for knowing the contents of this agreement, Guide to Living on Campus and Community Living Standards**. Therefore, the contents of this agreement and the others mentioned can be located at the following web address: www.nccu.edu/reslife.

I. **ACCEPTANCE OF THIS AGREEMENT:** New students and students in off-campus housing will be assigned to residence hall rooms only after the online Housing Application & Agreement or hardcopy Housing Application & Agreement from the New Student Enrollment Handbook (new freshman, transfer or graduate students) is completed. The student's signature on the Residence Hall Agreement Form binds the student to this Residence Hall Agreement and signifies that the student has received, read and agreed to abide by all conditions, terms and policies contained in the Agreement. This applies to all students who sign an agreement with Residential Life for housing.

II. **DAMAGE CHARGES:** Charges for loss or damage to communications wiring, physical structure (walls, windows, doors, ceilings, floors, smoke detectors, pulling of fire alarm, etc.), furnishings or equipment in a student room or suite will be assessed to the student(s) of that room or suite. Charges for loss or damages to common area furniture, physical structure and equipment not able to be assessed to a particular individual will be charged against the residential unit (floor, suite or building) responsible. Floors, suites or entire hall may be charged for the pulling of fire alarms if individual is not identified.

III. **ELIGIBILITY:** Undergraduate students must be enrolled for a minimum of twelve (12) credit hours and graduate students must be enrolled for a minimum of nine (9) credit hours at the beginning of each semester.

IV. **EXCEPTIONS TO ANY PROVISION OF THIS AGREEMENT:** Residential Life has the discretion to waive any requirements that the Agreement imposes on students in any case where a student seeks a waiver due to special circumstances. To request an exception, the student should submit written documentation to the Residential Life Office, Suite G6 Student Services Building, explaining the nature of and reason(s) for the request. Once the documentation is received, it will be investigated and the student will be informed of the decision in writing. Request of charges older than one academic year will not be allowed.

V. **KEYS:** Keys are the property of the University and must be returned when students move out of their rooms. Failure to return keys will result in charges to the students to cover the replacement of keys and changing of locks (room/suite).

VI. **LIABILITY:** The University and the Department of Residential Life assume no responsibility for the loss, damage or theft of personal property belonging to, or in the custody of, the student for any cause whatsoever, whether such losses occur in student rooms, public areas or elsewhere in the residence halls. **Students are encouraged to carry personal property insurance.**

VII. **MAINTENANCE AND HOUSEKEEPING:** Students are obligated to report any need for repairs to residence hall furnishings and equipment. Requests for repairs must be submitted via School Dude, which is our online system for reporting repairs. To gain access, visit www.nccu.edu/reslife and click on the School Dude link.. Students are expected to maintain their own rooms in an orderly, safe and sanitary condition.

VIII. **PERIOD OF AGREEMENT:** The Nine-Month Agreement allows the student to live in the residence halls for the entire Fall 2012 and Spring 2013 semesters; or if entered into after the start of the fall semester, for the remainder of the Fall and Spring semesters. Students who cancel this Agreement will be assessed termination charges (refer to Termination Charges in Section XVII). The opening and closing of the residence halls will follow the schedule published in the Academic Calendar and NCCU Class Schedules.
Note: All residence halls, except Eagle Landing, Ruffin and Martha St, will be closed during Winter Break and Spring Break. Students will be required to leave their rooms during the break periods. For Winter Break, non-graduating students must leave by 5 p.m. on Wednesday, Dec 12. Graduating students must leave by 3 p.m. on Saturday, Dec 8. For Spring Break, students must leave by noon on Saturday, Mar 9. Non-graduating students must leave by 10 a.m. on Wednesday May 8 or 24 hours after last examination, whichever is first. Graduating students must leave by 5 p.m. on Saturday, May 11.

IX. **REQUESTS FOR SPECIAL ACCOMMODATIONS**: Students must complete and submit the *Request for Housing Accommodations* form before the University will attempt to satisfy any special accommodations. If the University is not able to provide the requested accommodation, the student will be notified in a timely manner.

X. **RESIDENCE HALL ASSIGNMENT:** Normal occupancy is two (2) students per room. In case of overflow, some rooms may be designated for triple occupancy on a temporary basis or some students may be temporarily assigned to other accommodations on or near NCCU. Rooms are to be occupied only by the person(s) assigned to them by the Residential Life office. Room assignments are not transferable, and subletting is not permitted. Room changes are permitted only upon prior written authorization by Residential Life. If a student makes an unauthorized room change, the student will be assessed a $50 administrative charge.
Residential Life may move residents for consolidation, disciplinary action, and facility failure or for other reasons, in response to unforeseen circumstances. In accordance with state and federal laws, no discrimination in contracting or assignments is made on the basis of race, gender, religion, age, veteran status, color, disability, national origin or ancestry.

XI. **RESIDENCE HALLS COVERED BY THIS AGREEMENT:** All residence halls are covered by this Agreement. Residential Life (also referred to as Housing) offers a nine-month agreement for campus.

XII. **RESIDENCE HALL FACILITIES AND RULES:** The residence halls are for the exclusive use of resident students, invited guests and authorized University personnel. Students are responsible for upholding University and residence hall rules, and will be held responsible for the behavior of their guests. Conducting a business or sales or fundraising in residence halls is prohibited except as allowed under the Student Affairs Solicitation rule or regulation. The living and study conditions at an educational institution are unique and must be adjusted from time to time for the mutual benefit of the University and students. Therefore, Residential Life may make changes in official administrative policies as deemed necessary in the interest of health, safety, discipline or educational purposes, and students shall abide by such changes in policies. Residential Life rules and regulations are published in The Student Handbook and on the Residential Life website. Compliance with these rules and regulations is a condition of this Agreement. Failure to adhere to the written instructions regarding Judicial Board action or to comply with the reasonable directives of University officials acting in the performance of their duties may be deemed a violation of Residential Life rules and regulations.

XIII. **RIGHT OF ENTRY:** The University reserves the right to enter student rooms for the following reasons: emergency, repair, maintenance, health and safety inspections and administrative necessity.

XIV. **ROOM CONSOLIDATION**
The consolidation policy is intended to allow students who are interested in having a single room obtain one, to make the best use of residential space, and to be fair to students who have already paid for single rooms. We, therefore, require any student identified as living alone in a room designated as a double (whether because the roommate canceled, didn't show up, or moved to another room) to accept one of the following actions:
1. With Residential Life approval, move in with another student living alone in a double room or move to any available suite space (freshmen may not move to suites or apartments);
2. Have another student to move into the double (subject to Residential Life approval);
3. Call Residential Life, request a new assignment, and consolidate with the assigned new roommate. The student whose contract application came in later will be the student expected to move to the other student's room. A Residential Life staff member will then notify each student of his/her consolidation partner, who is expected to move, and by when the move must be completed. Consolidation will be done on an ongoing basis throughout the fall semester and during spring semester until the Room Selection process begins, and will begin again following the first scheduled room change period during the spring semester. To implement the policy, notification will be sent to each student subject to the consolidation policy, giving those students a specific deadline by which to comply with the policy. Any student who takes none of the suggested actions to comply with the policy by the deadline stated in the consolidation letter will then be billed for a single room.

XV. **ROOM COSTS: S**tudents will receive a bill from the University Comptroller's Office for the full semester's room charge for the Fall. The same will occur for the Spring. If a student changes rooms, charges will be prorated the daily rate for each room.

XVI. **SEVERABILITY CLAUSE:** The provisions of this Agreement are severable, and in the event that any provision of this Agreement shall be determined to be invalid or unenforceable under controlling law, such invalidity or unenforceability shall not in any way affect the validity or enforceability of the remaining provisions of this Agreement.

XVII. **TERMINATION CHARGES FALL UNDER THE FOLLOWING CATEGORIES:**
Daily Charges are calculated by dividing the number of days (check-in through last day of exams) per semester by the room cost.

a. Buyout Option: A student may find another student (not a current resident) to buy out the remainder of the Agreement. The student must meet all eligibility requirements to live on campus. Both students must contact the Residential Life office to process the buyout option.

b. Students evicted from Residential Life will be responsible for payment of the entire semester's room rent.

c. Daily Charges apply to Co-op, National Student Exchange or International Student Exchange Program participants, withdrawal from the university, transferring to another university, military duty and academic suspensions canceling room assignment.

d. $100 Charge:

1. Students for the Fall who cancel by April 1

2. Non-registered students for the fall or spring who cancel or do not move into the residence halls prior to the first day of check-in

e. Registered students who cancel on or after April 2 up to the first day of check-in will pay 50 percent of the price of the full Agreement term. The Buyout Option can be used to avoid the 50 percent cost.

f. Withdrawing from the University: Students will be charged the daily rate based upon the date of checkout from the residence hall.

g. Summer Sessions Only:

1. $100 charge for students who cancel or do not move into the residence halls prior to the first day of check-in.

2. Fifty percent (50%) of the remaining session cost plus daily charges for students moving off campus during the session.

XVIII. **TERMINATION OF AGREEMENT BY THE STUDENT:** The student may terminate this Agreement by giving written notification to the Residential Life office and will be assessed termination charges as outlined below (Section XVII). If the student has occupied the assigned room, he/she must follow proper check-out procedures. **Occupancy is defined by issuance of a key to the student for a specified room and does not require actual physical presence by the student and his/her possessions.** Failure to check out properly will result in a $50 improper check-out charge. Cancellations processed through other University offices are not valid. Students must contact the Residential Life office directly to terminate Housing Agreements.

XIX. **TERMINATION OF AGREEMENT BY THE UNIVERSITY:** Upon reasonable notice and for good cause, the University reserves the right to terminate this Agreement. Should this Agreement be terminated, the student will be required to vacate the residence hall within 24 hours unless special written permission has been obtained from the Director of Residential Life or a designee, and full termination charges will be assessed to the student. Student obligations stated in this Agreement are a condition of occupancy and if a student does not fulfill these conditions, the University has the automatic right to re-enter and repossess the premises. Residential Life will in its discretion deny on-campus housing to new applicants and continuing students who have been convicted of a felony, if it appears that they have a personal history that presents an unacceptable risk to the residence hall community. If a decision is made to deny on-campus housing prior to check-in, all charges will be credited to the student's account. If a decision is made to deny housing after the student is on campus, the student will pay a daily rate until the room is vacated. All other charges will be credited. Residential Life has zero tolerance for alcohol and illegal drug possession and use in any campus residential facility. Possession of illegal drugs, drug paraphernalia, etc., is in direct violation of our residential community standards. The possession of firearms (including BB guns), ammunition, bows and arrows, knives, razors and other dangerous weapons is not permitted in the residence halls or throughout the campus. Students found responsible for any violations are subject to sanctions ranging from probation to eviction, which makes the student responsible for the entire semester's rent..

XX. **UTILITIES:** The room charges include all utilities except long distance telephone service. Failure of utility services will not render the University liable for inconvenience to students or damage to property, nor reduce room rents, nor relieve students of obligations under the Agreement. Utility services may be reduced or cut off during prolonged vacation periods in the interest of energy conservation or maintenance.

My signature means I comply with the terms set forth in this residence hall agreement and I understand that this agreement is binding for the 2012-2013 academic year:

Signature_____ Banner ID #_____ Date_____

Parent Signature (if student is under 18 years of age)_____ Date_____

Home Address: _____

_____

_____

North Carolina Central University
Department of Residential Life
P.O. Box 19382
Durham, NC 27707 -0019
Phone: (919) 530-6227 Fax: (919) 530-5159
Homepage: http://www.nccu.edu/residentiallife

Request for Special Housing Accommodations

Specify Gender
(ex. Male, Female)

_____

Date:_____

Last Name:_____ First Name:_____
Email Address:_____ Cell Phone:_____
Stud ID # 820:_____ Class Year:_____ Date of Birth:_____
Present Assignment (if applicable) _____
Not currently in housing
Date/Semester accommodation is requested _____
Description and rationale for the accommodation requested:
_____
_____
_____
_____
_____
_____
_____
_____

Signature:_____ Date:_____

Send completed form with your application to:
North Carolina Central University
Department of Residential Life
1801 Fayetteville Street, P.O. Box 19382
Durham, NC 27707

Primary Care Physician/Clinician Information

For the NCCU Medical Director to make any recommendations regarding special accommodations for students with documented disabilities or medical issues, Student Health Services requires a letter from a primary care physician or a clinician stating the following:

1. The student's medical diagnosis and suggested accommodation(s).
2. The student's specific functional requirements that relates to the requested medical accommodation.
3. A treatment plan that includes the frequency of treatments, the frequency of medical evaluations, and the duration the accommodation will be necessary.
4. A statement of the role that the special accommodation will play in the treatment plan.

The treating doctor/specialist should send this information to:
Medical Director
NCCU Student Health Service
1801 Fayetteville Street, P.O. Box 19491
Durham, NC 27707.
Note: Please share the bottom half of this form with your treating physician/specialist.