



<u>OFFICE USE</u>		
____/____/____	____	____
Hall/Apt.	Room	Meal Plan
____/____/____		
Date Received		

### College Housing and Dining Contract

**When Signing This Contract:**

1. Please read the information on the College Housing and Dining Contract and in the *College Life Handbook*, keeping in mind that this Contract is for dining services and space in the residence halls, not a specific room.
2. This Contract must have an original signature and date. Students under the age of 18 must include parent/guardian signature on the form. Parents of students under 18 years of age will need to sign a memorandum of understanding regarding the supervision of their student within a college residential setting.
3. **Mail this Contract to the Residence Life Programs & Housing Office, UNCOSA, 1533 South Main Street, Winston-Salem, NC 27127. Complete and submit a Housing Application found on the UNCOSA website.**
4. All assignments are made in the order in which they are received. Preference is considered when possible.
5. Roommate requests or other changes will not be honored after June 15th.

Student Name (please print): \_\_\_\_\_

CWID Number: \_\_\_\_\_

Student Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Parent or Guardian Signature if under 18: \_\_\_\_\_

=====

**Legal Obligation**

By signing this Housing and Dining Contract, the student or prospective student represents that she/he has read and fully understands this Contract and the regulations in the *College Life Handbook* applicable to UNCOSA residence facilities. Signing above indicates that the student accepts the indicated housing and dining services for a full academic year (fall and spring semesters and intensive arts). The student agrees to abide by the terms and conditions outlined below and those in the *College Life Handbook*. Subject to room availability and the student's successful admission to UNCOSA, this signed Contract becomes a binding agreement (a legal Contract) between the student and the University. The provisions of this Contract are severable, and in the event that any provision of this binding agreement shall be determined to be legally unenforceable other provisions shall remain in force.

**Right to Change Room & Board Rates and Policies**

The student acknowledges that UNCOSA may change room & board rates and policies with ten (10) business days prior notice to the student.

**Right of Entry and Right to Exclude from Premises**

The student authorizes UNCOSA to enter the student's room for the purposes of inspection, investigating violations of and enforcing rules, improvement, repair and maintenance, controlling the rooms in the event of epidemic or emergency, and for any other purpose in accordance with the *College Life Handbook*. The student expressly acknowledges that UNCOSA may search the student's room when investigating and enforcing violations of the Student Code of Conduct and consents to such searches by signing this Housing Contract. In appropriate circumstances, UNCOSA reserves the right to exclude immediately, without prior notice, any student whose continued presence in the residential facility presents a substantial risk to the safety or health of self or other residents, or presents a reasonable likelihood of imminent substantial disruption of normal residence activities. (This is in addition to any emergency or immediate suspension provisions contained in the *College Life Handbook*.)

**Contract Period**

This Contract covers the entire year (fall and spring semesters and intensive arts).

**Limit of Liability**

UNCOSA does not assume responsibility for personal injury, theft, destruction or loss of property regardless of whether such injuries or losses occur in the student's room, storage room, public areas, or in the baggage handling related to shipment during the academic year. **Each student is encouraged to carry personal property insurance.**

### **Advance Housing Payment**

All new and returning students who are living on campus must pay advancement in the tuition and housing charges of \$500 (\$200 advance tuition/\$300 advance housing). The advance housing payment will be credited to the student's housing charges for fall semester. Returning students must remit this payment to the Cashier's Office prior to May 1 or, if after May 1, immediately upon execution of this Contract.

### **Refunds (see also Termination below)**

Refunds of room & board charges will be made consistent with UNCOSA policy on refunds for students withdrawing from the University. No refund will be made after the 4th week of a semester. A student separated from the University as a result of disciplinary action shall not receive a refund, regardless of date of separation.

- If the student chooses to withdraw or not to return to UNCOSA prior to June 30 for the fall semester the advance housing payment will be refunded in full. Students choosing to withdraw or not to return to UNCOSA after June 30 but prior to 30 business days before the opening of school will result in a 50% refund of the advance housing payment.
- UNCOSA reserves the right to reassign returning students who are required to live on campus and fail to pay their advance housing payment by July 1. **Failure to pay does not release a student from this Contract.**

### **Charges and Payments**

Payments are on semester basis. A bill will be sent by UNCOSA for a full semester of the housing charge. Rates are subject to change annually.

### **Termination**

**By UNCOSA:** With 24 hours written notice, UNCOSA may terminate this Contract and take possession of the room at any time for violation of the Contract terms, standards outlined in the *College Life Handbook* in connection with suspension or expulsion sanctions imposed for a Student Code of Conduct violation, or for reasons of order, health, safety, or academic deficiency. Upon the student's default of any other terms of this Contract, the University shall deliver written notice of termination of the student's occupancy and allow a minimum of twelve (12) hours and a maximum of forty-eight (48) hours to vacate and check-out. Students are financially responsible for any applicable termination charges.

**By Student:** A student must send written notification to the Residence Life Programs and Housing Office by fax or by mail. Appropriate termination charges will be assessed as outlined below. If the student has occupied the assigned room, he/she must follow proper checkout procedures.

- Housing Contracts submitted and then cancelled between May 15th and June 15th will result in a \$300 charge. Students who cancel on June 16th through July 15th will be charged 25% of the fall semester housing charge. Students who cancel on July 16th through the scheduled calendar move in date will be charged 50% of the fall semester housing charge. After the scheduled calendar move in date, the student will be charged for the full amount of the fall semester if they choose to cancel the Contract.
- Students graduating mid-year will be released from their Contract at the end of the fall semester without incurring termination charges.
- Students with internships/co-op outside UNCOSA will be released from their Contract at the end of the semester without incurring termination charges.
- Daily charges will apply for non-registered students until such time as they complete registration. Upon the close of registration, if not registered, the student must vacate the premises. Daily charges are calculated by dividing the room cost by the number of days (check-in through last day of exams) per semester.
- If the Contract is not legitimately canceled, as outlined above, the student is responsible for paying the entire room and board for the full academic year.
- A student with a Contract who moves out of campus housing while remaining a student will be obligated to pay in full for the entire Contract period.

### **Maintaining Eligibility for UNCOSA Housing**

A student who does not meet academics requirements or whose conduct results in the imposition of disciplinary sanctions removing him/her from campus is not eligible to occupy UNCOSA housing pursuant to this Contract. UNCOSA students must be enrolled and registered for classes to occupy campus housing.

### **Responsibility for Guests' Behavior and Conduct**

The student is responsible for the conduct of anyone he/she invites or permits to enter the grounds or building in all matters affecting this Contract. Any violation of the provisions of this Contract or the Student Code of Conduct by such a person will be attributed to the student and may be grounds for termination of this Contract by UNCOSA.

### **Room Check-in and Check-out, Vacation Occupancy, and End of Semester Departure**

Check-in and check-out of a student's assigned rooms must be completed through a Residence Life Programs & Housing staff member. Failure to properly check-out (or to check out on time) may result in a \$25 charge per hour. Students in residence halls will have access to assigned rooms only during regular academic year. Students living in the residence halls will have to vacate their room without access during vacation periods when the residence halls are officially closed. Center and Bailey Street Apartments remain open during the regular academic year. Students must vacate assigned rooms within 24 hours of the student's last examination unless the student is participating in commencement exercises.

### **Residency Requirement**

Full-time college freshmen and sophomore students must reside in UNCSA campus housing and participate in the meal plan. A student is exempt from this requirement if the student is:

- married or living with a dependent
- living within 25 miles of the campus at the time of enrollment
- A graduate or special student
- 21 years old or will turn 21 during the fall semester
- A UNCSA high school graduate entering his sophomore year of college; or

Successful in petitioning for an exemption based on highly unusual medical, psychological or personal reasons. A written request for exemption with supporting documentation must be submitted to The Housing Review Board by the set dates ([Link to Application for Release from Campus Housing Requirement Form](#)). Appeals based upon medical or psychological reasons require professional documentation and endorsements by either the Director of Student Health Services or the Director of Counseling & Testing Services.

### **Room Assignments**

Room assignments are made without regard to race, creed, color, religion, military veteran status, political affiliation, sexual orientation, or national origin and are considered final until the scheduled and advertised room change period after the opening of school. Students will not occupy or reside in any space other than their assigned room. Students may not assign or sublet all or any part of their room. Students of opposite gender will not be randomly assigned to the same room. UNCSA will comply with the Americans with Disabilities Act to accommodate eligible students with disabilities who may require housing in appropriately accessible residence halls. Although we try to honor roommate or building preference requests received by June 15, we may not be able to fill all requests.

UNCSA reserves the right to make room assignments, to authorize or deny room and roommate changes, to consolidate vacancies, and to require a student to move from one room or residence hall to another. Priority in assignment is based on the date we receive the completed application and Contract. *In the event of an emergency (medical, utility, weather, terrorism, etc.), UNCSA reserves the right to take all reasonable measures, including converting the residence halls to special purpose facilities without any proportional refunds to a student's housing charge. In such extraordinary circumstances, UNCSA may require all residents to vacate the residence halls on a 24 hour notice. Once the emergency is resolved, residents will be allowed to return upon notice from the University.*

### **Temporary Room Assignments**

Students may be placed in temporary room assignments at the beginning of the year. Students may be temporarily tripled to accommodate additional students. All students involved will be notified and moved to permanent assignments as soon as possible.

### **Consolidation**

At the beginning of each semester, students finding themselves without a roommate due to cancellation or withdrawal will be assigned another roommate or may be asked to consolidate by moving to another room. Consolidation occurs at the discretion of the Residence Life & Housing professional staff.

### **Room Change Period**

All students must stay in assigned room for the first two weeks of each semester. **Rooms are to be occupied only by the students assigned to them.** During the third week of school, room changes will be considered by the College Life Housing Coordinator or designee. Any student making unapproved room changes (any change not approved by the College Life Housing Coordinator) will be charged \$100 and \$25 per day for each day after the initial charge, if student is not approved to relocate and may be required to move back to their original room. Changes will be approved after the room change period only when there are extenuating circumstances.

**Student Liability and Damage Assessment**

The student's signature on a Room Condition Report within three (3) days of check-in establishes the condition of the apartment/room and contents at occupancy and the information recorded on that form serves as the benchmark for assessing damage to the apartment/room upon termination of occupancy. The student is responsible for the condition of the assigned room and room furnishings and shall reimburse UNCOSA for all damages to or loss of these accommodations and furnishings (other than ordinary wear and tear). Students of an apartment/floor may also be charged the expense of repair or replacement of any property or cleaning in areas commonly used by them. UNCOSA shall make a determination of the amount of such loss or damage, selection of repair method, and scheduling of repair, at its sole discretion. A student may appeal any charges issued by submitting a written appeal to the Damage Appeals Committee through the Housing Facilities Administrator. Each case will be determined on a case-by-case basis. Keys and access cards are the property of UNCOSA and must be returned when students move out. Failure to return keys and access cards will result in charges to the student to cover the replacement of said property.

**Abandoned Property**

Any personal property left by a student or guest, unless claimed within five (5) days, shall be deemed the property of UNCOSA and may be used, disposed of or sold. The student agrees to absolve and hold the University harmless for any damage to or claim for the abandoned property due to the damage, destruction, disposal or sale of such personal property.

**Services and Utilities**

UNCOSA shall provide local telephone service, Ethernet and basic cable service as specified in the *College Life Handbook*. The University will provide each student with required room key and One Card building security access. The student shall not duplicate any keys assigned for his/her use or to transfer use of any assigned keys or One Card to another person. If the key(s) are lost or not returned at check-out, the student agrees to pay for all lock changes and key replacement. In the event the student withdraws from housing, the date of withdrawal is based on the date all keys are returned to the designated person and the student has been checked out of his/her room by a member of the Residence Life Programs & Housing staff.

**Maintenance and Housekeeping**

Students shall report any need for repairs to furnishings, physical structure (walls, windows, doors, ceilings, floors, etc.) and equipment to the Residence Life Programs & Housing Office. Students shall maintain their own rooms in an orderly, safe and sanitary condition.

**If you have any questions or need assistance, please contact the Office of Residence Life Programs & Housing by mail or call (336) 770-3280 (e-mail RESLIFE@UNCOSA.EDU)**