North Carolina Central University  
Residence Hall Agreement  
(Last updated 3.15.2022)

This agreement is between North Carolina Central University, (hereinafter “University”, “Department of Residential Life at North Carolina Central University”) and (hereinafter “Student”). As University agrees to providing housing for the Student in residence hall or property pursuant to established assignment criteria. The Student indicates their acceptance of the terms of this agreement via signing of this agreement. If under the age of 18 at the time of signing this agreement, Student is required to have parent/guardian complete and submit the parental approval process outlined in the Community Living Standards.

All information contained in this agreement is legally binding. The student is responsible for knowing the contents of this Agreement, and the Community Living Standards.

I. RESIDENCE HALLS COVERED BY THIS AGREEMENT: All residence hall and properties (i.e. hotels apartments, etc.,) managed by the Department of Residential Life at North Carolina Central University.

II. NON-DISCRIMINATION POLICY: In accordance with state and federal laws, the Department of Residential Life does not discriminate on the basis of race, religion, gender, gender expression, sexual orientation, disability, age or national origin.

III. ACCEPTANCE OF THIS AGREEMENT: Students will select, or receive, a housing assignment after the online Housing Application & Agreement is completed and the non-refundable Housing Administrative Fee is paid. The Department of Residential Life reserves the right to amend this agreement or the terms and conditions set forth herein and/or related to housing at any time. The student’s electronic signature binds the student to this Residence Hall Agreement and signifies that the student has received, read and reviewed all information contained herein and that the student agrees to abide by all conditions, terms and policies contained in the Agreement and any and all amendments or additional provisions (related to a student’s use or occupancy of the NCCU Residence Halls) that may be made at any time, as soon as such amendments or provisions become effective.

IV. LIABILITY: The University of North Carolina Board of Governors, North Carolina Central University, the North Carolina Central University Department of Residential Life, their officers, employees, representatives, and agents shall not be liable and does not assume 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 have personal property insurance while living on campus.**

**V. 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 in order to qualify for on campus housing. Students who fall below the required minimum hours are required to submit a waiver request to The Department of Residential Life at residential_life@nccu.edu. At the sole discretion, NCCU and or the Department of Residential Life, **Students who have been academically dismissed from NCCU will be required to move out of their on-campus residence completely within 24 hours of their notification of dismissal.**

**VI. ON-CAMPUS RESIDENCE REQUIREMENT POLICY:** All students admitted as a New First Time Freshman (regardless of transfer credits) as well as all undergraduate students classified as Freshmen (less than 30 credit hours) and Sophomore (greater than or equal to 30, but less than 60 credit hours) are required to live on campus.

A student who is required to live in a University-operated residence hall may receive an exemption to the on-campus residency requirement in certain limited circumstances. If a student desires to receive an exemption to the on-campus residency requirement, he/she must submit a completed **Exemption Application** along with any supporting documentation via their myHousing portal.

An exemption from the on-campus residency requirement may be granted for the following reasons, including but not limited to:

a. A student is twenty-one (21) years of age or older by no later than the first day of classes. (A certified copy of the student's certificate of birth must be submitted as documentation.)

b. A student in a marriage legally recognized by the State of North Carolina. (A certified copy of the student's certificate of marriage must be submitted as documentation.)

c. A student has custody of his/her dependent children. (A certified copy of the dependent's certificate of birth or appropriate court order must be submitted as documentation.)

d. A student has completed at least two (2) years active military service, with an honorable discharge. (Documentation must be provided to verify service and honorable discharge.)

**VII. PERIOD OF AGREEMENT: SPECIAL NOTE:** NCCU residence hall occupants understand and acknowledge the fact that as a result of a health or safety emergency, including the COVID-19 or any other pandemic outbreak, residents may not be able to occupy on-campus housing, or that a resident’s use of on-campus housing facilities may be significantly limited and/or restricted at any time.
in order to protect the health, safety and welfare of the University community. Furthermore, during a health or safety emergency, certain companies or staff contracted by NCCU to provide certain services to on-campus housing facilities may not be available or may be significantly limited and/or restricted at any time in order to protect the health, safety and welfare of the University Community and/or the staff members. Notwithstanding anything in this Agreement to the contrary, at any time, NCCU may: (i) adjust the housing services schedule contained herein and (ii) temporarily close and/or place limitations or restrictions on the use of on-campus housing facilities, as necessary in NCCU’s sole and absolute discretion in order to preserve the health, safety and welfare of residents and the campus community. Resident acknowledges that, in the event of such temporary closures, limitations, restrictions, and/or adjustments to the housing services schedule or housing availability, NCCU shall not have the obligation to issue a partial refund or credit for such interruptions or adjustments. However, if the University, in its sole and absolute discretion, decides to issue a refund or credit of any kind, it will communicate that decision to students, once such a decision is made.

In the event NCCU requires the Residents to vacate University housing, the Resident will be responsible for immediately removing all valuable personal items at that time, and in accordance with University regulations, orders and directives, which will include providing the student reasonable notice of the requirement to vacate, when possible. In certain circumstances, as determined solely by the University, NCCU may remove possessions and/or furnishings from housing units in order for those units to be used for other emergency purposes. NCCU will not be responsible for loss or damage to Resident's personal items that must be moved and stored in such instances.

Except as noted above, the Agreement allows the student to live in the residence halls for the entire Fall and Spring semesters; or if entered 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 XXIV). The opening and closing of the residence halls will follow the schedule published in the Academic Calendar and NCCU Class Schedules.

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University-Operated Residence Halls close for Winter Break and Spring Break. Student must receive permission to stay on campus during these breaks, or for any portion of these breaks. Student will be charged a break rate for any stay in a University-Operated Residence Hall when it is otherwise closed, which is based upon the daily rate.

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Approval to stay during break period are limited and not guaranteed. This is inclusive of students that remains in the University-Operated Residence Halls after a building has closed or return prior to opening on the same day the University-Residence Halls closed or opened. Any student seeking to obtain permission to occupy their University-Operated Residence during the break, must submit their request via the myHousing Portal.

VIII. ROOM COSTS: Students will be billed for the full semester’s room charge prior to the commencement of the Fall and Spring semesters (separately for each semester) by the Student Accounting Department. If a student changes rooms, charges will be prorated based upon the daily rate for each room. Please click here to review room rates.

IX. RESIDENCE HALL ASSIGNMENT: Standard occupancy in each room is two (2) students per room, unless the room is designated as a single room. Rooms are to be occupied only by the person(s) assigned to them by the Department of Residential Life. Room assignments are not transferable, and subletting is not permitted for any length of time, or under any circumstance. 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 and will be required to move back to his/her original space. Residential Life may require residents to move for consolidation, disciplinary action, and facility failure or for other reasons, in response to unforeseen circumstances.

X. OVERFLOW HOUSING: Should housing requests exceed on-campus housing capacity, some rooms may be temporarily designated as triple occupancy or some students may be temporarily assigned to other accommodations on or near NCCU. In the event this occurs, the student’s room rate will be adjusted accordingly.

XI. MEAL PLANS: Students residing on campus are required to purchase a meal plan. Meal plans are managed by NCCU Dining Services. All charges for the meal plan will be applied to the student’s e-bill. For more information on meal plans please visit the NCCU Dining Services website.

XII. UTILITIES: The cost of on-campus housing includes all utilities, including laundry service, cable, wireless internet access, electricity, and water. Malfunctioning or failing utility services will not render the University, or the Department of Residential Life, liable for any inconvenience to students or damage to property. Additionally, neither the University nor the Department of Residential Life are obligated to reduce room rental rates or relieve students of any obligations under this Agreement as a result of utility malfunction or failure. Utility services may be reduced or suspended during University breaks in the interest of energy conservation and/or maintenance, in the University’s sole and absolute discretion.
XIII. ROOM CONSOLIDATION: In order to efficiently utilize available spaces, Residential Life reserves the right to consolidate students living alone in double occupancy spaces. Should Residential Life choose to consolidate students living in double occupancy spaces, students will be notified of their room consolidation.

Upon receiving notification of the room consolidation, students will be required to move within 48 hours of notification.

NOTE: Residential Life reserves the right to move a student who does not reply to requests regarding room consolidation to another residential space, of the same or lesser cost, without input from the student. Students will need to reply within 48 hours of receiving notification of the room consolidation.

XIV. REQUESTS FOR SPECIAL ACCOMMODATIONS: Students in need of an accommodation under the Americans with Disabilities Act (ADA) must apply and receive approval through the NCCU Office of Student Accessibility Services (SAS). All reasonable accommodations are determined through SAS. Accommodations are not retroactive and are dependent upon housing availability. More information regarding SAS may be found via the following web link: https://www.nccu.edu/division-student-affairs/sas

XV. USE OF RESIDENTIAL HALL SPACE POLICIES: 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 policies at all times, and will be held responsible for the behavior of their guests. Operation of a business or fundraising in residence halls is prohibited except as allowed under the Student Affairs Solicitation rule or regulation.

XVI. RIGHT OF ENTRY: The University reserves the right of Authorized University Personnel to enter student rooms without prior notice to the student for the following reasons, including but not limited to: emergency, repair, maintenance, health and safety inspections, and wellness concerns. If entry occurs without prior notice to the student, the Department of Residential Life will notify the student of entered by Authorized University Personnel.

XVII. KEYS: Only residents and authorized staff are permitted to have keys to University residence spaces. Any non-resident, non-student, or unauthorized person found to have a key to a residence hall or room within a residence hall may be referred to the Office of Student Conduct and Community Standards or NCCU Police. All residence hall keys are the property of the University and must be returned when students move out of their rooms. Keys are ONLY to be returned to the front desk of the residence hall where the student was residing. Failure to return keys will result in charges to the students to cover the costs associated with replacement of keys and
changing of locks (room/suite). Altering a door lock, having additional keys made, or installing locks is prohibited. A list of specific charges may be found via the web link: [www.nccu.edu/reslife](http://www.nccu.edu/reslife)

**XVIII. MAINTENANCE AND HOUSEKEEPING:** Students are obligated to immediately report any need for repairs to residence hall furnishings and equipment. Requests for repairs must be submitted via the housing portal on My EOL. Students are expected to maintain their own rooms in an orderly, safe and sanitary condition. Students may be charged a fee if the space has to be cleaned to meet expectations.

**XIX. DAMAGE/VANDALISM CHARGES:** Vandalism is not permitted in or around residence hall areas. Unintentional damage should be reported immediately to a Residential Life staff member. Charges for loss or damage to communications wiring, physical structures (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) assigned to that room or suite. Charges for loss or damage to common area furniture, physical structures and equipment that are not able to be assessed to a particular individual, may be charged against the residential unit (floor, suite or building) where the violation occurred. Examples of such charges may include, but are not limited to, excessive cleaning of common spaces, tampering/misuse of vending machines, and tampering/misuse of fire alarm systems or fire extinguishers.

**XX. ROOM/COMMON AREA ALTERATIONS:** Students are responsible for returning their furniture to the designated positions at the end of the year. Furniture is not to be removed or used in spaces other than its original location. Residents are not allowed to paint, or otherwise permanently alter, any interior or exterior area of any residence hall space.

**XXI. COMMUNITY LIVING STANDARDS:** While residing on campus, students will be required to abide by the policies set forth in the Community Living Standards. It is therefore the student’s responsibility to read and remain in compliance with the standards in this document. The Department of Residential Life reserves the right to amend the content within the Community Living Standards at any time and for any reason. It is the student’s sole responsibility to read, understand and immediately comply with any amendments/changes whenever made.

Should the student have a question or concern regarding the standards, they may contact the Department of Residential Life via phone at 919.530.7298 or ask their Area Coordinator for clarity.

**XXII. TERMINATION OF AGREEMENT BY THE STUDENT:**

**XXII. NON-REFUNDABLE HOUSING APPLICATION FEE and TERMINATION OF AGREEMENT BY THE STUDENT:** The Housing Application Fee of $150.00 is a non-refundable fee. The fee is due on or before the execution date of this agreement. Students may request a cancellation of an
active housing application. An “active” application is defined as an application that is prior to or during occupancy of the applicable time outlined in the application. Cancellation fees are applicable to all students after the designated deadlines below. All cancellation requests should be submitted to Housing and Residence Life via the myHousing portal. If cancellation is received after the cancellation deadline, but before the first day of classes, students are subject to a $800.00 cancellation fee. If cancellation is received after the cancellation deadline, and on or after the first day of classes, the student is subject to fee equal to 50% of the yearly bed or prorated daily rate, whichever is greater.

A. Cancellation Fee Table

<table>
<thead>
<tr>
<th>Application Period</th>
<th>Dates</th>
<th>Penalty Fees</th>
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<tbody>
<tr>
<td><strong>Fall Housing Cancellation Deadlines</strong></td>
<td></td>
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<tr>
<td>Fall Semester (Fall Applicants Only)</td>
<td>On or Before June 30</td>
<td>No Penalty</td>
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<tr>
<td>Fall Semester (Fall Applicants Only)</td>
<td>After June 30</td>
<td>$800.00</td>
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<tr>
<td>Fall Semester (Fall Applicants Only)</td>
<td>On or After the 1st Day of Classes</td>
<td>50% of the yearly bed rate (semester rate)</td>
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<tr>
<td><strong>Spring Housing Cancellation Deadlines</strong></td>
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<tr>
<td>Spring Semester (Applies to Spring Applicants Only)</td>
<td>Before January 2</td>
<td>No Penalty</td>
</tr>
</tbody>
</table>
Spring Semester (Applies to Spring Applicants Only) | After January 2 | $800.00
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Spring Semester (Spring Applicants Only) | After the 1st Day of Classes | 50% of the yearly bed rate (semester rate)

Fall applicants who are registered for the spring semester are subject to the spring semester housing charges unless one of the of the cancellation fee exceptions are applicable.

B. Grace Period

If a student submits their Housing Application after the designated cancellation deadline, the student will be granted a 5-day grace period to cancel their Housing Application without penalty. Be advised, the $150.00 application fee is non-refundable.

c. Cancellation Fee Exceptions

Student will be released from their housing agreement without a cancellation fee under the following conditions:

a. Student graduates in the Fall Semester;
b. Student is denied admission to University;
c. Student is placed on academic dismissal by the University (non-conduct related issues);
d. Student enlists, is drafted, or commissioned in the Military; provided, Student must provide documentation to the University that Student (1) is
   i. a member of the U.S. Armed Forces or reserves on active duty or
   ii. a member of the National Guard called to active duty;
   iii. Student received orders for permanent change-of-station,
   iv. Student receives orders to deploy with a military unit placed on active military duty;
e. Student enrolls and participates in an approved University study abroad program;
f. Student completes his/her study in the University’s student exchange program;
g. Student withdraws from the University entirely; the student will not be charged except for charges already incurred.

Updated 03.15.2022
F. Summer Cancellation
If a student may cancel their housing application after the first day of class for the summer session(s), they will be assessed a $500 cancellation fee. There is no penalty for student canceling their housing application prior to the first day of classes.

G. Cancellation Fee Appeal
Student may appeal the cancellation fee, in writing to the Associate Director for Housing and Residence Life. The appeal must state concisely the reason(s) why the cancellation fee should be reversed and any evidence that supports the request.

H. Reactivated Application
If a student submits a housing application for the Fall semester and cancels their submitted housing application, the student will have the option to reactivate their application for the immediate succeeding Spring semester only without paying an additional application fee. If a student reactivates for Spring, they are bound by the spring cancellations dates and may be charged applicable cancellation fees if they cancel after the deadline. Application reactivation is not applicable to Spring applicants.

XXIII. 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 Executive Director of Residential Life or his/her designee, and will be responsible for payment of the entire cost associated with their room and the period of their housing agreement. 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. The Department of Residential Life retains the right to deny on-campus housing to new students and continuing students who have been convicted of a felony, have been previously evicted from on-campus housing, or have a record with the Office of the Dean of Students 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 for the room until they have properly checked out of the room. All other charges will be applied to the student’s account.

Pursuant to Article VII above, in the event that the COVID-19 pandemic or any other matter related to the health, safety or welfare of the University Community forces the University to close (permanently or temporarily) or places limitations, restrictions, and/or adjustments to housing availability, NCCU
shall not have the obligation to issue a partial refund or credit for such closures, interruptions or adjustments. However, if the University, in its sole and absolute discretion, decides to issue a refund or credit of any kind, it will communicate that decision to students, once such a decision is made.

XXV. STUDENT RIGHT TO DUE PROCESS: The student has a right to due process in regards to fees outlined in this Agreement. To request a fee exception, the student should submit written documentation to the Department of Residential Life, 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. Requests for waivers older than one academic year will not be granted.

XXVI. ACCOUNT HOLDS: Failure to pay charges or fees associated with room costs, damages, lockouts, lost keys, room changes, improper checkouts, etc. may result in a hold being placed on the student's University account. Holds will prevent students from registering for classes and/or participating in graduation.

XXVII. 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.

XXVIII. STATEMENT OF AGREEMENT: By signing this document, the student acknowledges that they understand, and must remain compliant with, the policies and regulations stated in this Agreement. Failure to adhere to policies and regulations may result in disciplinary sanctioning, including eviction, and/or action taken by the Office of Dean of Students. Failure to comply with the written instructions from the Department of Residential Life, the Office of Student Rights and Responsibilities, or the reasonable directives of University officials acting in the performance of their duties may be deemed a violation of Residential Life rules and regulations.

XXIX. GOVERNING LAW: This Agreement shall be governed by and construed under the laws of the State of North Carolina, which shall also be the forum for any lawsuits arising from or incident to this Agreement.

XXX. INDEMNIFICATION: Student agrees to indemnify and hold harmless University of North Carolina System, North Carolina Central University, including all agents and designees against all liability, including liability arising from death or injury to any person or property, during the term of this agreement, and any renewal or extension thereof, caused by any act or omission of the Student, or of the family, guests, agents, invitees, or employees of the Student whether any such injuries or losses
occur in the residence hall or properties managed by the Department of Residential Life at North Carolina Central University.

XXXI. SECTION HEADING AND NUMBERS: Section headings and Section Numbers appearing in this agreement are inserted only as a matter of convenience and in no way define, construe or describe the scope or intent of such sections or in any way affecting this agreement.

XXXII. NOT A LEASE: This agreement is not a lease and is not governed by the North Carolina Landlord Tenant Act. North Carolina Central University residence halls and properties managed by the Department of Residential Life are located on land owned by the State of North Carolina.

XXXIII. FORCE MAJEURE: North Carolina Central University will not be liable for any failure of or delay in the performance of this agreement for the period that such failure or delay is beyond its reasonable control of a party due to Force Majeure. Force Majeure shall mean fire, earthquake, hurricane, tornadoes, flood, act of god, epidemics or pandemics, including without limitation COVID-19, or any strain or variant thereof, nuclear explosions, strikes, work stoppages, or other labor disturbances, riots or civil commotions, war or other act of any foreign nation, terrorism, power of government, or governmental agency or authority, or any other cause like or unlike any cause mentioned which is beyond the control of the University. By signing this agreement, Student acknowledges North Carolina Central may have to place restrictions on occupancy related to any Force Majeure events, which may affect usage of the North Carolina Central residence hall and properties.

XXXIV. EXCEPTIONS TO ANY PROVISION OF THIS AGREEMENT. North Carolina Central University retains the discretion to waive any requirements of this agreement. Exceptions should be issued in writing. No statements made by North Carolina Central University, or its agents shall be construed as a waiver of any term or condition of this agreement. The failure of the University to insist upon strict compliance with any of the covenants, rules or regulations of this agreement, or to exercise any option herein contained, shall not alone be construed as a waiver of such covenant rule, regulation or option or any other covenant, requirement or obligation associated with this agreement, in such event all covenants, rules, regulations and options shall remain in full force and effect. Receipt of any housing assesses fee in any full amount or installment, with knowledge of a violation of any term or provision of this agreement or the rules or regulations thereof by the Student, shall not be deemed to be a waiver by North Carolina Central University of such breach.

XXXV. CONSENT TO COMMUNICATE: By signing this agreement, the Student consents to allow the staff of the Department of Residential Life at North Carolina Central University to communicate with and provide information to his/her parent or guardian, if under the age of 18 years old at the time of signing this agreement, regarding this agreement, the room assignment and billing pursuant to it. Student acknowledges the acceptance of the conditions and terms established by this agreement.

Updated 03.15.2022
I understand that I am obligated to this agreement, I understand I have a financial obligation for the academic year, and that my electronic signature serves as acceptance of all terms as outlined in this agreement.