

CAMPUS LIVING CONTRACT

Academic Year 2009-2010

Cashier's Stamp

Official Use Only
ASSIGNED

I. INTRODUCTION

This Campus Living Contract, referred to as Contract in this document, is to be used by students requesting Campus Housing and Dining. All of the materials contained herein are an integral and binding part of this Contract. It is the student's responsibility to become familiar with all provisions of this Contract. This Contract encompasses the academic year beginning August 22, 2009, ending May 7, 2010. Please return this signed Contract, the required Application Fee and Advance Room Fee.

Please print legibly. Do not detach sections of the Contract, it must be submitted in its entirety. Contracts submitted without payment (\$100 application fee and \$100 advanced room fee) or that are not completed will not be processed for an assignment. No terms or condition of this Campus Living Contract can be waived, and no statement made by East Carolina University Campus Living staff, or their agents is considered a waiver of any term or condition. The terms and conditions of this Contract also apply to prospective resident students during their attendance at any orientation session while staying in Campus Housing. The terms and conditions of this Contract are not intended to provide general or specific residence hall policies, which can be found in our Residents' Handbook on University website at www.ecu.edu/campusliving.

Student Name _____
Last First Middle

Home Address _____
PO Box or Number and Street
City State Zip

Banner ID _____ Male _____ Female _____

Telephone Number _____ Email Address _____

II. ROOMMATE REQUEST

Complete this section only if you would like to live with a particular roommate. Specific roommate requests are considered before the general requests (below), but not requests for Special Programs, medical requests and special accommodations. All requests are considered but are not guaranteed. Because our computer does roommate pairing, inaccurate recording of the Banner ID will automatically cancel the pairing request. All requests must be received by May 1, 2009 to be considered. Please note: medical requirements, special program requests (unless both students are admitted to the program), and special accommodations take priority over roommate requests.

Requested Roommate's Name:

_____ Last First Middle

Requested Roommate's Banner ID _____
(Required for Pairing)

Please rank the following housing neighborhoods in order of your living preference, I being the most preferred. If you have no preference, simply leave blank.

- _____ Central Neighborhood
- _____ College Hill Neighborhood
- _____ West Neighborhood

III. GENERAL REQUESTS & PROGRAM INFORMATION

These are considered after Neighborhood, Special program applications, and tobacco use information.

- | | |
|---|----------------|
| | Please Circle: |
| Do you prefer a single-gender residence hall? | Yes No |
| Do you prefer to live in an academic-year residence hall (hall remains open during holidays and breaks)? | Yes No |
| Would you like additional information on applying to the First Year Experience (FX) Program (first-year students only)? | Yes No |
| Would you like additional information on applying to the Leadership Program? | Yes No |
| Would you like additional information on applying to the Community Service Program? | Yes No |
| Do you use tobacco products? | Yes No |

Special Accommodations

Do you have any physical or medical limitations that might require special housing accommodations? Please Circle:
Yes No

Answering "yes" to the above question requires you to register with ECU Disability Support Services at www.ecu.edu/dss. Request for accommodation and documentation of disability must be received by May 1, 2009.

IV. CAMPUS DINING MEAL PLAN

Please Circle:
First-Year Student Transfer Student Current Student

All students who live on campus are required to participate in a meal plan. First-year students who live on campus are required to participate in a 19,14, or 9 Pirate Plus or a Pirate 19, 14, or 9 meal plan. First-year students may not choose Pirate Bucks as their only meal plan. All students who do not make a selection will automatically be assigned to the Pirate 14 meal plan.

- _____ 19 Pirate Plus (\$300 Pirate Bucks)
- _____ 14 Pirate Plus (\$350 Pirate Bucks)
- _____ 9 Pirate Plus (\$400 Pirate Bucks)
- _____ The Pirate 19 (\$150 Pirate Bucks)
- _____ The Pirate 14 (\$175 Pirate Bucks)
- _____ The Pirate 9 (\$200 Pirate Bucks)
- _____ \$400 Pirate Bucks (Transfer or Returning Students Only)

V. PAYMENTS

- A. The student understands that this Contract is for space in the residence halls and not for a specific room or building.
- B. The student agrees to pay the University a one-time, non-refundable \$100 Application Fee and a \$100 Advance Room Fee for this Contract period. The \$100 Advance Room Fee will be credited to the student's account for the Spring Semester Room Fee. **Both the \$100 Application Fee and a \$100 Advance Room Fee (total \$200) must be submitted at (or before) the time of application.**
- C. The student understands that the room payment as established by the University must be paid on or before the scheduled cancellation day of each semester, which is August 17, 2009 by 4:00 p.m. and January 5, 2010 by 4:00 p.m. Failure to pay does not constitute Contract cancellation. The housing and dining rates for 2009-2010 Academic Year and the Application

Fee will be the rate determined by the East Carolina University Board of Trustees at the 2009 spring meeting.

D. Make checks payable to East Carolina University. Please indicate student Banner ID and name on the check

VI. GENERAL TERMS AND CONDITIONS

A. Purpose

The premises will be used by the student solely for residential and educational purposes while enrolled at East Carolina University. The term Student or Resident Student in this contract refers to a prospective student, either admitted to the University or in the process of being admitted, or a currently enrolled student at East Carolina University. After admission, a student must be currently enrolled at East Carolina University with a minimum of one credit hour in the current term to be eligible to reside in campus housing.

B. Assignments

Space in Campus Housing will be reserved for the student for the entire academic year.

The University may alter the specific room assignment, if necessary, during the assignment process. The University 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 for any reason.

If a student is assigned a space after the start of classes, the room charges will be prorated for the balance of the Contract period.

Assignments will normally be made on the basis of two students per room in the residence halls. However, demand for housing may require that the University assign three persons per room and, thus, the University reserves the right to assign students in this manner. Students also may be assigned to temporary space. Students so assigned will be reassigned to double occupancy spaces as they become available. Students still assigned to triple occupancy or temporary housing after the first day of the fourth week of classes will receive a prorated credit toward the next semester's charges. Students who offered reassignment will only receive a prorated credit until the day the reassignment is offered.

If space is available, students may request retention of a room as a single at the prevailing single rate upon approval by Campus Living. The additional single rate is prorated for late room assignments or early withdrawal.

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

Room assignments may be changed only upon written authorization from Campus Living. No changes of room assignments will normally be made until the seventh class day of each semester without special permission from Campus Living based on a special need or emergency request.

Students who make an unauthorized room change may be required to return to the original assignment, denied the opportunity to participate in any other room change, and assessed \$200 for an unauthorized room change.

It is the policy of the University to assign roommates without regard to an individual's age, color, creed, disability, national origin, race, religion, sex, sexual orientation or veterans' status. Students of the opposite sex will not be assigned to, nor may they reside in the same room.

C. Consolidation

Students assigned to a room, not contracted for single occupancy, and having no roommate, must at all times occupy their side of the room only, maintaining the other side of the room for roommate occupancy at any time. The University may consolidate rooms to full capacity when vacancies occur and may move students to another room when such consolidation becomes necessary. Any room change must be approved and completed within five days after notification to consolidate. If the consolidation has not occurred within this five-day period, the student will automatically be charged and legally obligated to pay the single room rate.

D. Campus Dining Meal Plan and Card Policy

All students in student housing under this Contract are required to participate in a Campus Dining meal plan. All first-year residence hall students must choose a 19 Pirate Plus, a 14 Pirate Plus, a 9 Pirate Plus, The Pirate 19, The Pirate 14, or The Pirate 9 meal plan. Returning students and transfer students must choose one of the foregoing plans or the \$400 Pirate Bucks plan. If a student does not specify a meal plan on this Contract, the student will automatically be assigned The Pirate 14 meal plan. A new allotment of meals is provided for the student every Monday throughout the academic year. Any of the allotted meals a student does not use by the close of business every Sunday throughout the academic year will be forfeited.

For all first-year students and students selecting the \$400 Pirate Bucks account, the initial Pirate Bucks Account funds provided with the Pirate 19, 14, and 9 must be spent by the end of the semester. Any amount of the initial Pirate Bucks account funds left in the account at the end of the semester will be forfeited. For all first-year students with the 19, 14, and 9 Pirate Plus plans, only half of the initial Pirate Bucks account funds provided must be spent by the end of the semester. Any additional Pirate Bucks funds that are added to the initial amount during the semester will carry over to the next semester.

E. Construction and Renovation

Construction and/or remodeling or repair of academic and residential buildings on the East Carolina University campus in the vicinity of the residence halls is scheduled for the 2009-2010 Academic Year. Construction is expected to occur during normal daytime hours and will result in disturbances and disruptions including, but not limited to, increased noise and dust in the areas around the residence halls and both planned and unplanned utility shutdowns in the residence halls. By signing this Contract, the student agrees that he or she has been advised of said scheduled construction and acknowledged that there will be disturbances and disruptions resulting from such construction and has agreed to such.

F. Late Arrival

Unless a student requests, in writing, an extension of the arrival period by contacting Campus Living Assignments Staff, East Carolina University is not obligated to hold a space reservation past noon on the first day of classes. If a student fails to check in prior to noon of the first day of classes and appears subsequently, assignment elsewhere will be made if space is available. Failure to check in and sign for room keys does not constitute Contract cancellation.

G. Room Condition

Upon termination of this Contract, the student must leave the assigned room, its furnishings, and its equipment in as good an order and condition as the same were upon commencement of the student's occupancy, ordinary wear and tear excepted. In addition to the check by the student staff, maintenance staff will check the room for cleaning/damages, charges for which will be assessed to the responsible individuals. Personal property left in a room following the termination of occupancy will be deemed abandoned and disposed of in accordance with University policy. The student agrees and acknowledges that abandoned property may be destroyed or otherwise disposed of immediately by the University, or its designees, without notice to the owner and with no right of reimbursement or compensation on the part of the owner. Students may be charged for the removal of such property.

H. Alterations

No alterations or repairs may be made to the assigned room, its furnishings, or its equipment without the express written consent of the University. Stacking of furniture not specifically designed to be stacked is prohibited. University furniture must remain in the room and may not be placed in storage.

I. Damages

The University will assess damage charges for unauthorized use of and alterations to rooms, furnishings, equipment, buildings and for special cleaning necessitated by improper care of rooms and equipment. Charges may also be made for damages and excessive cleaning to public areas. All residents of a corridor, section, or hall will be held responsible for equal portions of the total damage/excessive cleaning charges when a specific student or students cannot be identified. Cleaning and damage charges will be billed to the responsible student(s).

J. Campus Housing and Dining Opening and Closing Dates

All halls except those designated as academic-year halls by the Director of Campus Living are closed during official university vacation periods, and students must vacate the premises. The meal portion of the meal plans follow the residence halls opening and closing calendar. Pirate Bucks funds are always valid for use. Campus Housing and Dining opening and closing dates are as follows:

Thanksgiving Break

Non-academic-year halls close at 10:00 a.m., Wednesday, November 25, 2009.
Campus dining halls close after dinner, Tuesday, November 24, 2009.
Non-academic-year halls open at 1:00 p.m., Sunday, November 29, 2009.
Campus dining halls open for dinner, Sunday, November 29, 2009.

Semester Break

Non-academic-year halls close at 10:00 a.m., Friday, December 18, 2009.
Campus dining halls close after dinner, Thursday, December 17, 2009.
Non-academic-year halls open at 1:00 p.m., Tuesday, January 5, 2010.
Campus dining halls open for brunch, Tuesday, January 5, 2010.

Spring Break

Non-academic-year halls close at 10:00 a.m., Saturday, March 6, 2010.
Campus dining halls close after dinner, Friday, March 5, 2010.
Non-academic-year halls open at 1:00 p.m., Sunday, March 14, 2010.
Campus dining halls open for dinner, Sunday, March 14, 2010.

Closing for End of Year

All residence halls close at 10:00 a.m., Friday, May 7, 2010.
Campus dining halls close after dinner, Thursday, May 6, 2010.

Students must vacate the residence halls within twenty-four hours of the completion of their last scheduled exams or by the official closing date and time stated above, whichever is earliest. Failure to do so will result a charge of a \$25 daily room rate.

K. University's Right to Entry

The University reserves the right (a) to enter any room for the purpose of inspection, maintenance, or repair; (b) to enter any room without notice to or permission of the resident thereof for the purpose of (1) inspecting for illegal drugs or narcotics as these terms are used in North Carolina statutes and (2) inspecting for firearms, fireworks, explosives, ammunition, weapons, or any other substances, materials, or goods, the possession of which is a breach of this Contract, of the standards and regulations of the University, or the laws of the state of North Carolina; or (c) to enter any room when there is reason to believe that the occupants of the room are in serious physical or psychological distress. Such entry and inspection, however, should be made only when the University has reasonable cause to believe that such items or circumstances exist in the room.

L. Prohibited Items

The following items are not permitted to be used or stored in student rooms or any other area of housing: any internal combustion engine, acids, automobile batteries, gasoline, ammunition, firearms or other weapons, pellet or BB guns, fireworks, torchiere halogen lamps, and water beds or other water-filled furniture. Due to health standards and possible inconvenience to other residents, no birds, pets, or other animals, except for guide dogs for visually impaired residents and freshwater fish, are to be housed or kept in the residential facilities. A list of additional prohibited items is available in the online Residents' Handbook.

M. Enforcement Costs

Should the University incur any expenses in the enforcement of any terms of this Contract, the student resident shall pay the costs of such enforcement including, but not limited to, reasonable attorney fees or collection costs.

N. Commercial Enterprise

Personal business enterprises shall not be conducted in or from Campus Housing.

O. University Liability

The University does not assume any obligation or liability for loss or damage to items of personal property that may occur in its buildings or on its grounds, prior to, during, or subsequent to the terms of this Contract. This includes, but is not limited to, damage, loss, fire, water damage, theft, and flooding. Students are urged to purchase renter's insurance for protection against loss or property damage. No interruption of utility services, heating, or 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 refused to supply said services without cause or excuse.

P. Student Responsibility

The student is individually responsible for the proper care of the student's assigned room and its furnishings and equipment, and is jointly responsible with other students in the suite, on the floor, or in the residential facility for the proper care of common areas, furnishings, and equipment. Students are required to report maintenance concerns in their assigned room in a timely manner to prevent damage to the room or other student's or university property.

Q. Key Responsibility

The student is responsible for all keys or key fobs issued by Campus Living. Should any keys be lost, the student must report the loss to his/her Neighborhood Service Office (NSO), and the student will be responsible for the key or key fob replacement and lock change charge of \$150. If the student requests loaner keys from the NSO at any time, the keys or key fobs must be returned within 24 hours or the student is responsible for the \$150 replacement/lock change charge. Immediately upon checkout, the student must return his/her keys to the NSO. Failure to do so will result in \$150 replacement/lock change charge, in addition to a \$25 improper checkout charge.

R. Eligibility

To be eligible for Campus Housing, the student must be registered and enrolled at East Carolina University and must be paying tuition or be receiving some type of tuition reimbursement.

VII. CANCELLATION AND TERMINATIONS

A. Termination by the University

The University may terminate this Contract immediately and without penalty (a) for nonpayment or breach of or failure to comply with any other term or condition of the Contract; (b) upon eviction of the Student Resident from Campus Housing under Section VII B of this contract; (c) in the event that a Student Resident violates the Campus Living Zero Tolerance Drug Policy or any provision of the Code of Conduct while staying in Campus Housing or (d) when a Student officially withdraws from enrollment at East Carolina University. These contract termination provisions apply to every contract or other arrangement under which any person is assigned to Campus Housing, including but not limited to, prospective students during any orientation and camp participants.

The University reserves the right to determine that past and current behavior and/or criminal record of any Student is such that the best interests of the University and/or the Student him/herself, and/or other students, would be served by cancellation of this Contract. If the University becomes aware that a Student has a record of criminal conviction(s) or other actions indicating behavior(s) that could pose a risk to person or property and/or could be injurious or disruptive to the residence hall community or the living-learning environment, the University may terminate this Contract. Occasionally, a Student's health condition manifests itself in such a way that it must be addressed by the University.

Emergency health situations may include, but are not limited to: acute change in physical health; destructive, threatening, or other similarly disruptive behavior; drug and alcohol abuse; eating disorders; or other health problems that poses a possible imminent, foreseeable danger to oneself, or another member of the University community. A Student who has been hospitalized or has left the campus due to a health emergency as described above, may be allowed to return to campus housing only if s/he agrees to take steps that address the University's concern that a health emergency no longer exists and a treatment plan for continuing good health is in place. If a Student wishes to return to campus housing in that situation, his/her circumstances must be reviewed under ECU's Involuntary Protective Withdrawal Policy. The Student will be allowed to return

to residence hall living space only if and when his/her return is recommended at the conclusion of the review process provided in that policy. The University shall not be liable for any failure to perform its obligations where such failure is as a result of Acts of Nature (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, insurrection, military or usurped power or confiscation, terrorist activities, government mandate, blockage, labor dispute, strike, lockout or interruption, failure of electricity, or closure required for health or safety reasons, such outbreak of a serious contagious disease.

In the event that the accommodations assigned to the Student are destroyed or otherwise made unavailable (including mandatory closing of a facility because of health concerns, such as an outbreak of a serious communicable disease) and the University does not furnish other accommodations, all rights of the Student and liabilities of the University shall cease and rental payments made previously by the Student shall be refunded on a prorated basis for the period for which accommodations were not made available to the Student.

B. Evictions from Campus Housing

A Student may be evicted (a) for failure to abide by the terms of occupancy described in this Contract; (b) for disciplinary reasons, including any violation of the Code of Conduct or failure to provide truthful and complete information on any application for admission to the University or for housing; (c) upon presentation of evidence that the Student has engaged in behavior(s) that could pose a risk to person or property and/or could be injurious or disruptive to the residence hall community or the living-learning environment; (d) upon his or her suspension, expulsion or withdrawal from the University for any reason. If a criminal conviction is based on conduct that could be grounds for eviction as provided above, evidence of the conviction is itself grounds for the eviction. However, the University may evict a Student based on conduct that is the subject of criminal charges regardless of when the related criminal proceedings take place or the results of those criminal proceedings. A student who is evicted from Campus Housing is liable for room fees prorated to the date of removal from Campus Housing. In addition, the student forfeits the Advance Room Fee of \$100 and will be responsible for the cost of the remainder of the contract not to exceed \$400.

C. Termination by the Student

I. Official Withdrawal Policy and Refunds

Any Resident Student officially withdrawing from the University must complete the application for University withdrawal, which is required of all students, available from the Office of the Registrar. In addition, Student Residents must also withdraw from Campus Living by completing a Resident Contract Cancellation Request, available at the NSOs. Once all applicable withdrawal processes are completed, a room refund may be issued based upon the effective date of cancellation of the Contract. Student Residents will be required to pay the pro-rated amount of the Room Rate for the time the room was occupied. In addition, the student forfeits the Advance Room Fee of \$100. If the student does not complete the withdrawal process or continues enrollment at East Carolina University, the student will be charged under the terms of Section 3d, below, of the General Cancellation Policy.

2. Graduation, Semester Abroad, Student Teaching and Internships

In the event of any cancellation requested because of the Student's graduation from the University, absence from campus due to attendance in a semester abroad program, or participation in a student internship or student teaching assignment more than 25 miles from the main campus of ECU, the \$100 Advance Room Fee will be refunded. Room refunds are based upon the effective date of cancellation of the Contract; he/she will be required to pay the pro-rated amount of the Room Rate for the time the room was occupied. The student will be charged under the terms of Section 3d, below, if he or she remains enrolled in the University or does start the internship or student teaching program.

3. General Cancellation Policy- Campus Housing

The effective date of cancellation of this Contract is the latest of the following: the date a Student's belongings are removed, the date the Student's keys are surrendered, the date a Student is evicted, or the date a completed Campus Living Resident Contract Cancellation Request form is received by the Campus Living office. All requests for cancellation of this Contract must be submitted in writing to Campus Living, Jones Hall Office Suite 100, Greenville, NC 27858. Refunds due for campus housing, if any, in the event of cancellation are

subject to the following terms and conditions:

- a. Cancellation on or prior to May 31, 2009 will result in a refund of the \$100 Advance Room Fee.
- b. Cancellation after May 31, 2009 through June 30, 2009 will require the forfeiture of \$75 from the \$100 Advance Room Fee (\$25 will be refunded)
- c. Cancellation from July 1, 2009 through July 31, 2009 will require the forfeiture of the \$100 Advance Room Fee.
- d. Cancellation after July 31, 2009 for current students will require forfeiture of the \$100 Advance Room Fee and a payment (referred to as a "Contract buy-out") of a prorated amount of the Room Rate for each day the room was occupied plus fifty percent (50%) of the remaining balance due under the Contract after the prorated amount due for each day of occupancy is paid. A Student may petition the Campus Living Appeals Committee (CLAC) for an exception to this fee structure on the grounds of financial exigency or family or medical emergency. If a Student is approved for an exception to the normal cancellation fee structure by the CLAC, he/she will be required to pay the pro-rated amount of the Room Rate for the time the room was occupied plus the lesser of \$400 or fifty percent (50%) of the remaining balance due under the Contract after the prorated amount due for each day of occupancy is paid. The decision of the CLAC is final.

4. Campus Dining Plans - Revision and Cancellation

- a. Changes of meal plans are initiated only in the Campus Dining office located in Jones Residence Hall. A Student may cancel his or her meal plan only if he or she cancels the housing portion or is evicted from University Housing. **Students who cancel this Contract after July 31, 2009, under the General Cancellation Terms (Section VII C. 3.) or who are evicted from Campus Housing will be charged the \$150 buy-out fee for canceling their Campus Meal Plan in addition to any charges from the Campus Housing portion of the Contract.**
- b. Meal plans are refundable on a prorated basis less any Pirate Bucks funds used and less any fees or charges provided herein, such as the buy-out fee and the service charge for changing to a smaller meal plan.
- c. Students may make changes to their Fall Semester meal plans until the Friday after Labor Day. Students may make changes to their Spring Semester meal plans until the Friday after the Martin Luther King Holiday. There is a \$25 service charge for changing to a smaller meal plan when a refund is requested; however, a total value rollover to a smaller plan will incur no service charges.

VIII. UNIVERSITY REGULATIONS AND GOVERNMENT STATUTES

A. Standards of Conduct

All Students and prospective Resident Students, attending any University orientation session, housed in Campus Housing are required to abide by standards of conduct publicized by East Carolina University in the online Residents' Handbook and the online Student Handbook on the University websites at www.ecu.edu/campusliving for the Residents' Handbook and www.ecu.edu/studenthandbook for the Student Handbook respectively.

Violations that compromise the safety and security of residents may result in eviction and Contract termination and/or other appropriate disciplinary sanctions. Such violations include, but are not limited to, the following:

1. Propping open building or suite doors and/or windows or jamming doors; allowing individuals into the building who are not residents of the building; opening secured outside entrance doors, including suite doors, and/or windows of a residence hall to allow unauthorized access.
2. Delivering, surrendering, or otherwise relinquishing possession of the room, curfew door, or mailbox key(s) or key fob to any individual, or permitting the key(s) or key fob to be duplicated or modified.
3. Accepting or possessing another resident's issued keys is also a violation.
4. Possessing or using weapons such as, but not limited to, firearms, pellet or BB guns, fireworks, explosives, ammunition, knives, bows and arrows, or martial arts equipment.
5. Endangering, injuring, or assaulting threatening or intimidating a staff member under circumstances related to the staff member's job function.
6. Tampering, alarming, discharging, disconnecting, or dismantling the fire safety equipment, including, but not limited to, fire extinguishers, pull stations, fire hoses, heat detectors, or smoke detectors.
7. Starting fires in the residence halls.
8. Using, manufacturing, storing or selling illegal drugs and/or drug paraphernalia.

Violators of the standards of conduct found in the online Residents' Handbook or the Student Code of Conduct on the University website will be disciplined in accordance with procedures contained in these publications and as approved by the appropriate authority. Upon the Resident Student's or Prospective Resident Student's violation of the standards of conduct, the University at its option may terminate this Contract by giving notice to the resident student or prospective student of such termination and eviction.

B. Zero Tolerance Policy

Any resident student found responsible for violating either the Campus Living Contract and/or the Student Code of Conduct by illegally using, possessing, distributing, selling and/or manufacturing an illegal or counterfeit drug or devices used to ingest, distribute, sell and/or manufacture an illegal or counterfeit drug within the residence and dining halls should expect to have his/her Campus Living Contract cancelled immediately and be held accountable under the Code of Conduct. A resident student whose Contract is cancelled will be required to move out of his/her residence hall and forfeit all keys within twenty-four hours of being notified of the outcome of his/her final appeal.

Campus Living reserves the right to relocate the resident student during the appeal process and ban him/her from all halls except the one to which he/she has been relocated. Depending upon availability, temporary housing may be offered. All ECU students have an obligation to report any suspicious activity, including drug-related situations, to his/her resident advisor, hall coordinator and/or the ECU Police Department.

C. Family Educational Rights and Privacy Act

Please be advised that Campus Living may release personally identifiable information from the resident's educational record (which could include information regarding a disciplinary action taken against the resident) without the resident's consent by invoking the health and safety emergencies exception to the Family Educational Rights and Privacy Act ("FERPA"). This release will only be made when it is deemed, in the Director Residence Life's or designee's discretion, to be "Necessary to protect the health or safety of the student or other individuals."

D. Equal Opportunity/Affirmative Action

East Carolina University is committed to equality of educational opportunity and does not discriminate against applicants, students, or employees based on race, color, national origin, religion, gender, age, sexual orientation, or disability. ECU is an equal opportunity/affirmative action university, which accommodates the needs of individuals with disabilities.

IX. SIGNATURES

You must complete and sign the Campus Living Contract, and pay the onetime, non-refundable, \$100 Application Fee and \$100 Advance Room Fee, to reserve a space in the residence halls. The \$100 Advance Room Fee will be applied to the Spring 2010 housing fee.

Please note: Read all sections of the Contract before signing. The Campus Living Contract is a legally binding Contract that is in effect for the entire academic year. Submitting this signed Campus Living Contract, Application Fee, and Advance Room Fee, obligates the student to reside in Campus Housing and requires all students participate in a meal plan for the duration of the Contract.

It is not the policy of East Carolina University Campus Living to determine or direct the lifestyle of any student resident. It is however the policy of Campus Living to enforce the Zero Tolerance Policy when it comes to any illegal drug activity in any residence hall or dining facility. If your lifestyle is not conducive to this policy, your consideration for living elsewhere is advised.

The Campus Living Contract should be mailed with payment to:

Cashier's Office
East Carolina University
Old Cafeteria Complex
Greenville, NC 27858-4353

Please print and retain a copy for your records.

I hereby certify to have read this document, titled East Carolina University Campus Living Contract, in full and understand and accept the terms thereof. I acknowledge that the University will not agree to this Contract unless personal guarantee of payment of all charges or obligations there under is made. I understand that this Contract obligates me to reside in Campus Housing from August 22, 2009, through May 7, 2010. I understand that I must participate in a Campus Dining meal plan for the duration of the period stated above. I verify that the information I am providing is accurate. I also understand that housing assignments are made on a first-come, first-served basis and that I am not guaranteed my preferences noted on this form.

Resident Student Signature (Required)

Date

Print Resident Student Name

If student is under 18 years of age, a parent or guardian must sign in addition to the student.

Parent/Guardian Signature

Date

Print Parent/Guardian Name

Official Use Only ACCEPTED

East Carolina University Campus Living

Date