I. CONTRACT PERIOD

This Campus Living License Contract, ("Contract"), is a legally binding document between you, you, ("you" or "student") and East Carolina University ("the University"). It is your responsibility to become familiar with all provisions of this Contract and all applicable University rules. This Contract encompasses the entire academic year beginning August 17, 2013 ending May 8, 2014. Space in Campus Housing will be reserved for you for the entire academic year.

A. Campus Housing and Dining Opening and Closing Dates. All halls are closed during official University semester break: scheduled to start at 10 a.m. on December 14, 2013 and end at 1 p.m. on January 9, 2014. Students must vacate the premises during this period. The meal plan coordinates with the academic calendar and dining hours and services may be limited during university holidays. Pirate Bucks funds are always valid for use during the term of this Contract.

The dates in parentheses are the tentative dates based on the academic calendar at the time of publication.

1. Opening for Move-in: All residence halls will open by 9:00 a.m. on the Saturday (8/17/2013) before the first day of class for the Fall Semester. Dining “Pirate Bucks” will be available starting the Wednesday (8/14/2013) before the first day of class for the Fall Semester. Campus dining halls open for brunch, the Thursday (8/15/2013) before the first day of class for the Fall Semester.

2. Thanksgiving Break: Campus dining halls close after dinner the Tuesday before Thanksgiving (11/26/13) and open for dinner on the Sunday after Thanksgiving (11/30/13).

3. Semester Break: All residence halls close at 2:00 p.m. the day after Fall Commencement (12/14/13.) Campus dining halls close after dinner, on the last day of finals for the Fall Semester (12/12/13.) All residence halls open at 1:00 p.m., the Thursday (1/9/14) before the first day of class for the Spring Semester and campus dining halls open for dinner that evening.

4. Spring Break: Campus dining halls close after dinner the Friday (3/7/14) before the first day of spring break for the semester and campus dining halls open for brunch the Sunday (3/16/14) after spring break.

5. Closing for End of Year: All residence halls close at 10:00 a.m., on the day of the Spring Commencement (5/9/14). Campus dining halls close after dinner on the last day of finals for the Spring Semester (5/8/14).

B. Vacating the Halls. 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 may result a charge of a $25 daily room rate.

II. ELIGIBILITY

A. To qualify for on-campus housing, you must be either admitted to the University or in the process of being admitted, or a currently enrolled student at the University.

B. After admission, you must be currently enrolled at the University with a minimum of nine credit hours in the current term to be eligible to reside in campus housing without permission from the Director of Housing Operations.

C. If you have completed fewer than 30 hours of college credit – excluding AP, dual enrollment, or early college hours, you are required to live in college housing for at least two semesters. Please refer to the Required Residency Policy for information regarding exemptions from this requirement.
D. This Contract is for the 2013-2014 Academic Year. You are not guaranteed housing for future academic years. A new Contract will need to be signed and agreed to for future academic years and/or summer session housing.

III. FEES AND PAYMENT

A. Reservation Fee. To reserve a Campus Housing space, you agree to pay the University a one-time, non-refundable $100 Application Fee and a $100 Advance Room Fee for this Contract period of the 2013-2014 Academic Year.

B. Credit of Advance Room Fee. The $100 Advance Room Fee will be credited to your account for the Spring Semester Room Fee.

C. Deferment. Unless you are granted a deferment of the charges until the fall semester, both the $100 Application Fee and a $100 Advance Room Fee (total $200) must be submitted at (or before) the time of application. Note that your failure to pay does not constitute Contract cancellation, and you will be responsible for making payment even if you do not occupy a residence hall room.

D. Payment Deadline. You understand that the housing and dining payment as established by the University must be paid on or before the published scheduled cancellation day of each semester. The housing and dining rates for 2013-2014 Academic Year and the Application Fee will be the rate determined by the East Carolina University Board of Trustees at the 2013 Spring meeting.

E. Unauthorized Room Change Fee. If you make an unauthorized room change, you may be required to return to your original assignment, denied the opportunity to participate in any other room change, and be assessed $200 for the unauthorized room change.

F. Damage Fees. 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 as responsible. Cleaning and damage charges will be billed to the responsible student(s).

G. Utilities. The room fee includes all utilities. Failure of utility services shall not render the University liable for (1) inconvenience to you or damage to property, (2) reduced room fee, nor will it relieve you of the obligations under the Agreement. Utility service may be reduced or cut off during prolonged vacation periods in the interest of energy conservation or maintenance.

H. Campus Dining Meal Plan and Card Fees. As a resident of Campus Living, you are required to participate in a Campus Dining meal plan. You are able to review and select a meal plan at the time you submit a contract online or will be notified by e-mail (to your official ECU e-mail address) when selection of meal plans is available.

IV. ASSIGNMENTS, ROOMMATE AND PROGRAM REQUESTS

A. Equal Opportunity/Affirmative Action. The 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. All assignments are made without regard to race, color, national origin, religion, age, sexual orientation, or disability. Gender information is only used in the general assignment process to match roommates and make assignments.

B. Reservation of Hall Space. You understand that this Contract is for space in the residence halls and not for a specific room or building.

C. Roommate Requests. To request a roommate, complete the roommate request section of the online contract. You must accurately record your requested roommate’s Banner ID due to the automated nature of the roommate pairing process. Inaccurate recording of the Banner ID will automatically cancel the pairing request. Specific roommate requests are considered before the general requests, but subsequent to requests for Special Programs, medical requests and special accommodations.

D. General Requests & Program Information. All preference information collected at the time of contracting or updated at a later date, may be used in the assignment process, but is not a guarantee of a specific space or room assignment. All requests must be received by May 1, 2013 to be considered.
E. **Reassignment.** The University may alter your 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 due to vacancies, and to require you to move from one room or residence hall to another for any reason.

F. **Assignment after the Start of Classes.** If you are assigned a space after the start of classes, your room fees will be prorated for the balance of the Contract period.

G. **Temporary Assignments.** You also may be assigned to temporary space. If you are so assigned, you will be reassigned to a regular assignment as they become available. Should you still be assigned to temporary housing after the first day of the fourth week of classes, you will receive a prorated credit of half the daily room rate for each day that you were assigned to temporary housing. This credit ceases on the date you are offered a new assignment, regardless of the day you move into the new assignment.

H. **Occupation by Assigned Student.** Rooms in the residential facilities are to be occupied only by the students assigned to them. Your right to occupy a room in the residential facilities pursuant to Contract may not be assigned or transferred by you.

I. **Room Change.** Your room assignment may be changed only upon written authorization from Campus Living. No changes of room assignments will be made until the seventh class day of each semester without special permission from Campus Living due to a special need or genuine emergency request. Students will be notified by e-mail of the actual room change dates. 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.

J. **Single Room Assignment at Double Rate.** Unless you have contracted for single occupancy you must at all times occupy your side of the room only, maintaining the other side of the room for roommate occupancy at any time. If space is available, you may request retention of your room as a single at the prevailing single rate upon approval by Campus Living. This rate will be prorated starting the day the room is assigned as a single.

K. **Consolidation.** The University may consolidate rooms to full capacity when vacancies occur and may move you to another room or building when such consolidation becomes necessary. When the University notifies you of the obligation to consolidate, you may apply for a single room, if available or a room change to an open room. This must be approved and completed within seven days after notification to consolidate. If your fail to consolidate within seven days of receiving the notice, you will automatically be charged and obligated to pay the single room rate.

L. **Check In and Late Arrival.** Unless you request, in writing, an extension of the arrival period by contacting Campus Living Assignments Staff, the University is not obligated to hold a space reservation past noon on the first day of classes. If you fail to check in prior to noon of the first day of classes and appear subsequently, you will be assessed an available space including possibly a temporary assignment. Note, however that your failure to check in and sign for room keys does not constitute Contract cancellation, and you will still be billed for the reserved space.

V. CANCELLATION AND TERMINATIONS

Students who have completed fewer than 30 hours of college credit -- excluding AP, dual enrollment, or early college hours -- are required to live in college housing for at least two semesters. These students should only cancel this contract if they have received an exception to the Required Residency Policy or if they do not plan to enroll or attend East Carolina University.

A. **Termination by You before July 1, 2013.**

The effective date of cancellation of this Contract is the date the Campus Living Resident Contract Cancellation Request form is complete and received online or in person by the Campus Living office.

a. Cancellation on or prior to May 31, 2013, will result in a refund of the $100 Advance Room Fee.

b. Cancellation after May 31, 2013, through June 15, 2013 will require the forfeiture of $50 from the $100 Advance Room Fee ($50 will be refunded).

c. Cancellation from June 16, 2013 through June 30, 2013, will require the forfeiture of the $100 Advance Room Fee.

B. **Termination by You on or after July 1, 2013.**

1. General Cancellation and Refund Policy. The effective date of cancellation of this Contract is the latest of the following: the date your belongings are removed, the date your keys are surrendered, the date you are removed from housing by the University, or the
date the Campus Living Resident Contract Cancellation Request form is complete and received online or in person by the Campus Living office.

Refunds due for campus housing, if any, in the event of cancellation are subject to the following terms and conditions:

a. Cancellation on or after July 1, 2013 for current students will require forfeiture of the $100 Advance Room Fee and a payment 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 this prorated amount is paid.

b. You may petition the Campus Living Appeals Committee (CLAC) for an exception to the above fee structure on the grounds of financial exigency, or family or medical emergency. If you are approved for an exception to the normal cancellation fee structure by the CLAC, you 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.

c. The decision of the CLAC is final.

2. Official Withdrawal Policy and Refunds. If you officially withdraw from the University, first you must complete the application for University withdrawal, which is required of all students, available through 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 Neighborhood Services Offices (“NSOs”). Once all applicable withdrawal processes are completed, a room refund may be issued based upon the effective date of cancellation of the Contract. You will be required to pay the pro-rated amount of the Room Rate for the time you occupied the room. In addition, you forfeit the Advance Room Fee of $100. If you do not complete the withdrawal process or continue enrollment at the University, you will be charged under the terms of General Cancellation Policy.

3. Graduation, Semester Abroad, Student Teaching and Internships. You may request cancellation due to your: (a) graduation from the University, (b) absence from campus due to attendance in a semester abroad program, or (c) participation in a student internship or student teaching assignment more than 35 miles from the main campus of ECU, the $100 Advance Room Fee will be refunded. Official documentation of the Study Abroad Program, Student Teaching or Internship is required. Students graduating need to apply for graduation with the Office of the Registrar. Room refunds are based upon the effective date of cancellation of the Contract. You will be required to pay the pro-rated amount of the room fee for the time the room was occupied. If you remain enrolled in the University, or do not participate in the internship or student teaching program you will be charged under the terms of the General Cancellation Policy.

4. Campus Dining Plans – Revision and Cancellation
a. Changes of meal plans on or after July 1, 2013 are initiated only in the Campus Dining office located in Jones Residence Hall. You may cancel your meal plan only if you cancel the housing portion or are removed from University Housing. If you cancel this Contract on or after July 1, 2013, under the General Cancellation Terms or are removed from Campus Housing, you will be charged a $150 fee for canceling your Campus Meal Plan in addition to any charges from the Campus Housing portion of the Contract.

b. Canceled meal plans are refunded are prorated based on the day the plan is canceled less any Pirate Bucks funds used 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. You may make changes to your Fall Semester meal plans until the Friday after Labor Day. You 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.

C. Administrative Cancellations of Campus Housing. The University may administratively cancel this Contract (1) for failure to abide by the terms of occupancy described in this Contract; (2) for disciplinary reasons, including any violation of the Code of Conduct and/or failure to provide truthful and complete information on any application for admission to the University or for housing; (3) upon presentation of evidence, including, for instance, criminal charges or a conviction, that you 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; and (4) upon your suspension, expulsion or withdrawal from the University for any reason. The University may administratively cancel this contract 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. If your contract is administratively cancelled, you are liable for room fees under the terms of the General Cancellation Policy above.

D. Termination by the University. The University may terminate this Contract immediately and without penalty (1) for nonpayment or breach of or failure to comply with any other term or condition of the Contract; (2) upon removal of you from Campus Housing
under of this Contract; (3) in the event that you violates the Campus Living Zero Tolerance Drug Policy or any provision of the Code of Conduct while staying in Campus Housing; or (4) when you officially withdraws from enrollment at East Carolina University. These contract termination provisions apply to every contract or other arrangement under which you are assigned to Campus Housing, including but not limited to, prospective students during any orientation and/or camp participants.

The University may, at its discretion, deny on-campus housing to you, if you have been charged or convicted of a felony, when it appears that your personal history presents an unacceptable risk to the residential community, and that the best interests of the University and/or you, and/or other students, would be served by cancellation of this Contract. Likewise, if the University becomes aware that a you have 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. There are no charges associated with termination under this provision.

VI. GENERAL TERMS and CONDITIONS

A. Standards of Conduct. Rules and regulations outlined 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 Handbook respectively, as well as any written revisions to those policies, (collectively, “Conduct Policies”), are incorporated herein and made a part of this Contract. In the event of a conflict between the rules and regulations as they appear in the Conduct Policies and the terms of this Contract, this Conduct Policies shall take precedence.

Upon your violation of the Conduct Policies, the University at its option may terminate this Contract with notice for violations such as, but are not limited to, the following:

1. Permitting unauthorized access, by for example, 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.
2. Delivering, surrendering, or otherwise relinquishing possession of the room, suite keys, 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.
4. Possessing or using weapons such as, but not limited to, firearms, pellet or BB guns, fireworks, explosives, knives, bows and arrows, or martial arts equipment.
5. Endangering, injuring, or assaulting threatening or intimidating other students or staff member(s).
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. Patterns of behavior that damages the community or negatively affects your floor, suite or building.

B. Zero Tolerance for Drugs. Any violation of the Conduct Policies by you for 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 will result in the immediate cancellation of this Contract. If your Contract is cancelled, you will be required to move out of your residence hall and forfeit all keys within twenty-four hours of being notified of the outcome of your final appeal.

Campus Living reserves the right to relocate you during the appeal process and ban you from all halls except the one to which you have 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 their resident advisor, hall coordinator and/or the ECU Police Department.

C. Use of Premises. You agree that the premises will be used by you solely for residential and educational purposes while enrolled at East Carolina University. You understand that personal business enterprises shall not be conducted in or from Campus Housing, including internet related business operations. Residence hall rooms and public areas are designated as State facilities, and are controlled by State law and applicable University policy, which prohibit the operation of private, for-profit programs or services within state facilities.

D. 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.
E. Room Condition and Damages. Upon termination of this Contract, you must leave the assigned room, its furnishings, and its equipment in as good an order and condition as the same were upon commencement of your occupancy, ordinary wear and tear excepted. 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. In addition to the check by you staff, maintenance staff will check the room for cleaning/damages. 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).

F. Abandoned Property. Personal property left in a room following the termination of occupancy will be deemed abandoned and disposed of in accordance with University policy. You agree and acknowledge 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.

G. University’s Right to Entry. The University reserves the right to enter any room (1) for the purpose of inspection, maintenance, or repair; (2) without notice to or permission of the resident thereof for the purpose of (a) inspecting for illegal drugs or narcotics as these terms are used in North Carolina statutes and (b) 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 (3) in the event of an epidemic or emergency when there is reason to believe that the occupants of the room are in serious physical or psychological distress.

H. Prohibited Items. A list of items prohibited from use or storage in your room or any other area of housing can be found in the online Residents’ Handbook, and is incorporated here by reference.

I. Pets. Due to health standards and possible inconvenience to other residents possession of pets of any kind in any Campus Living space is prohibited including, but not limited to birds, pets, or other animals, except for freshwater fish.

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

K. Key Responsibility. You are responsible for all keys or key fobs issued by Campus Living. Should any keys be lost, you must report the loss to your Neighborhood Service Office, and you will be responsible for the key or key fob replacement and lock change charge of $150. If you request loaner keys from the NSO at any time, the keys or key fobs must be returned within 24 hours or you are responsible for the $150 replacement/lock change charge. Immediately upon checkout, you must return your keys to the NSO. Failure to do so will result in $150 replacement/lock change charge, as well as a $50 improper checkout charge.

L. Student Responsibility. You are individually responsible for the proper care of your assigned room and its furnishings and equipment, and are 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. You are required to report maintenance concerns in your assigned room in a timely manner to prevent damage to the room or other student’s or university property.

M. Other. The living and studying conditions at an educational institution are unique and must be adjusted from time to time for the mutual benefit of the University and all of its students. Therefore, Campus Living may make changes in policies as deemed necessary for the interest of the health, safety, and/or discipline of students or employees, or for educational purposes. You are expected to abide by such changes in policies.

N. 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. You are urged to purchase renter’s insurance for protection against loss or property damage.

In addition, 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 you 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 you and liabilities of the University shall cease and housing fees payments made previously by you shall be refunded on a prorated basis for the period for which accommodations were not made available to you.

You shall indemnify and hold harmless the University and its Trustees, agents and employees from all liabilities, losses, costs, damages, claims or causes of action of any kind or nature whatsoever, and expenses, including attorneys fees, arising or claimed to have arisen out of any injuries or damages received or sustained by you as a result of negligence on the part of the University, its Trustees, agents or employees, in the execution, performance, or enforcement of this Contract, and any injuries or damages received or sustained by any third person as a result of any intentional or negligent acts or omissions on the part of the student, whether any such injuries or losses occur in rooms, public areas or elsewhere on campus.

VII. SEVERABILITY CLAUSE.

The provisions of this Contract are severable, and in the event that any provision of this Agreement shall be determined to be legally unenforceable, other provisions shall remain in force.

VIII. EXCEPTIONS TO ANY PROVISION OF THIS AGREEMENT.

Campus Living has the discretion to waive any requirements that this Contract impose on you in any case where you seek a waiver due to special circumstances. To request an exception, you should contact the Associate Vice Chancellor for Campus Living and Dining. Once your request is received, it will be investigated and you will be informed of a decision by the Director of Housing Operations via e-mail or letter.

IX. ONLINE SIGNATURE

A. You must complete and sign this Contract online using your official ECU user ID and password to confirm your identity, and pay the $100 Advance Room Fee, and the onetime, non-refundable $100 Application Fee, to reserve a space in the residence halls. The $100 Advance Room Fee will be applied to the Spring Semester 2014 housing fee.

B. Verification Statement. By electronically signing this document, I hereby certify that I am eighteen (18) years of age or older and am competent to read and sign this, or have had my parent/guardian sign this Contract. I have read this Contract in full and understand and accept its terms. I acknowledge that my electronic signature and submission constitutes a personal guarantee of payment of all charges or obligations contained herein, and that the University is not obligated to provide me a residential space until such payment is made. I understand that this Contract obligates me to reside in Campus Housing from August 17, 2013 ending May 8, 2014. I further 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 acknowledge my understanding that housing assignments are made on a first-come, first-served basis and that I am not guaranteed my preferences as entered online.

Please print and retain a copy for your records.

If you are under 18 years of age, your parent or guardian must electronically sign this contract in addition to you by entering their initials and birth date.