



# Terms and Conditions for 2012 – 2012 RESIDENCE HALL AGREEMENT

The Housing Accommodations Agreement has been prepared to provide you with information regarding the policies and regulations that have been adopted in order to protect both you and the University and to carry out its educational objectives. Note: the parent(s) of an applicant who is under 18 years of age must sign this form. If you do not understand any portion of these terms, please contact the **Office of Residence Life at (704) 378-1099**.

## 1. ELIGIBILITY

Any person who has been admitted or will be enrolled as a full-time student may enter into this Agreement with the University.

- A. Only students whose matriculation fee and room reservation fee has been received will be considered for a housing assignment on a first come first serve basis. (New Students only).
  - B. Returning students whose room reservation fee has been received and have received financial clearance will be considered for a housing assignment.
  - C. Special permission must be secured from the ORL to continue on campus residency for students enrolled in fewer than 12 hours.
  - D. If a resident fails to enroll and/or pay fees, the resident agrees to vacate the premises within 48 hours of notification.
  - E. A resident may not sublease or rent a room assignment or permit unauthorized persons to share the room except in accordance with rules of overnight visitation.
2. **DURATION: This agreement is binding for the entire academic year.** This agreement becomes effective after the student signs it and after the University notifies the student, in writing, that he or she has been assigned a space in University housing. Any student who leaves University Housing during the period of this agreement without formally withdrawing from school or without official written release from the Office of Student Affairs or the Director of Residence Life continues to be liable for housing fees during the agreement period.
- A. This agreement may not be modified; however, the University does reserve the right to announce changes in policy, which would supersede the policies and procedures stated herein.
  - B. This agreement does not apply to Summer Housing.

## Removal from Housing or the University

Students who are removed from student housing for judicial reasons will be required to vacate their residence hall room as directed by the Judicial Officer or designee. In addition, any student who is judicially removed will

1. not be refunded current semester Housing fees;
2. not receive a refund of the room reservation fee;
3. be financially responsible for room damages, if any, and keys that are not returned.
4. be required to properly check out with a residence hall staff member. In addition, these students forfeit the privilege of living in University Housing in the future, unless given permission to return by the Office of Student Affairs or Residence Life.

3. **PERIOD OF OCCUPANCY:** Students may occupy their assigned space from the date designated as the official opening of University housing to the date designated as the end of the semester in the University academic calendar. Graduating students will be provided housing through Commencement without additional charge. **All residence halls officially close during the Christmas holidays and at the end of the Spring semester.**

## 4. CONDITIONS OF OCCUPANCY

- A. The student agrees to reside in the assigned room, and agree to surrender keys when occupancy ends.
- B. The University does not provide services and room accommodations under this Agreement during the Christmas break.
- C. New students who do not validate by the first day of classes **must** vacate the residence halls.
- D. The student, at his/her own risk, may leave personal property in the assigned room during recess periods and breaks. However, the University strongly urges the student to take valuables home during these periods. The University is not responsible for loss or theft of or damage to personal property in the residence halls.
- E. If a student leaves the University under any circumstances and abandons property, he/she has 7 days after semester check-in or notification from the Office of Residence Life to retrieve personal belongings from assigned room or said abandoned property will be disposed of accordingly.

## 5. ROOM ASSIGNMENTS

- A. The University agrees to determine room assignments on the basis of the date of receipt of the Application/Agreement and priority status. The first 450 freshmen who apply and pay the matriculation and room reservation fees are given priority through July 1st. No student will be considered until his or her reservation fee has been received. Specific room assignments (upon a student's request) are not guaranteed.
- B. If the unit occupied is a disabled-accessible unit and the student is not disabled in a manner that requires him or her to have a disabled-accessible unit, the student agrees to transfer if the assessable unit is needed for a disabled student.
- C. Assigned students are required to attend mandatory hall and floor meetings in the residence halls. Failure to attend these meetings may result in the cancellation of the room assignment or ineligibility to participate in the housing selection process.

- D. The University reserves the right to assign or reassign space for the benefits of the individual student and/or the living unit. The student agrees to observe the room change procedures during the first or third week of each semester established by the University and to have prior written approval before making a change of room assignments.
- E. If the housing demand exceeds room assignment capacity, the University reserves the right to utilize designated temporary room assignments, pending assignments or relocation to a permanent living space. Assignments to these areas are called "temporary" room assignments. They are for limited time only and the student must vacate the space upon expiration of the temporary agreement.
- F. The university reserves the right to modify or terminate room assignments for disciplinary reasons, catastrophic conditions, facilities closures, or irresolvable incompatibility of roommates. The student, upon accepting a housing assignment agrees that his/her housing privilege may be revoked if the student violates the housing agreement or other Standards of Conduct.
- G. The deadline to apply for fall housing is July 1, 2009. If housing is full prior to July 1<sup>st</sup> or after students will be responsible for securing their own off-campus housing.

6. **CONSOLIDATION:** If one or more of the occupants of the room or suite moves out, the remaining occupants(s) **must consolidate**.

Consolidation will be done at the universities discretion and it involves:

1. moving to another room or suite.
2. finding someone in a same or similar situation to move in with you, or
3. paying the private room rate.

In cases where none of the consolidating parties wishes to move, priority to remain will be determined by:

1. length of room occupancy.
2. length of enrollment by credit hours, and
3. date of receipt of application.

Students who willfully do not participate in consolation may be removed from university housing at the universities discretion.

7. **LIABILITY:** The university will not be liable for loss or theft of or damage to students' personal property; such belongings are stored in University housing at the student's risk. Students are urged to secure insurance for such property and should confer with their parents about coverage via their homeowner or renter's insurance policy.

8. **REFUNDS:** Students who cancel their housing are only eligible for a refund based on the dates listed in the Dollar and Sense Publication. Students who officially withdraw from the University and from University Housing qualify for a prorated refund of housing cost determined by the date they officially check out of University Housing or withdraw from the University (which ever is later). Students who withdraw will not be eligible for a refund of their \$150.00 room reservation fee.

## 9. APPLICATION AND ROOM RESERVATION FEE:

Submission of an application and room reservation fee does not guarantee housing. **The total amount required for returning students room reservation fee is \$150.00. The \$150.00 room reservation fee is not refundable.** If a student decides to cancel their housing, the student **must** cancel by July 1<sup>st</sup> 2012 to avoid the \$100.00 late cancellation fee. The cancellation date for students not returning for the Spring semester is November 30, 2012.

10. **ROOM ENTRY BY UNIVERSITY OFFICIALS:** The resident agrees that University officials may enter his/her room during the period of occupancy for the purpose of inspection, maintenance, search to investigate suspected violation of campus regulations and/or local, state, and federal laws; and removals of any material possessed illegally or in violation of University policy, or local, state, or federal laws.

11. **ADDENDA:** Housing rules and regulations appearing in the most recent Student Handbook, Code of Conduct, Housing Literature, or revisions thereto as may be periodically instituted by the Office of Residence Life are made part of this agreement.

**The student understands that the University makes all assignments without regards to race, color, religion or national origin and rejects all request for changes of assignments based upon such reasons.**

Return application and fees to: **OFFICE OF ADMISSIONS  
Johnson C. Smith University  
100 Beatties Ford Road  
Charlotte, NC 28216**

