

NORTH CAROLINA AGRICULTURAL AND TECHNICAL STATE UNIVERSITY

HOUSING CONTRACTUAL AGREEMENT

PLEASE NOTE: READ ALL SECTIONS OF THIS HOUSING CONTRACTUAL AGREEMENT BEFORE SIGNING ONLINE (CLICKING “I AGREE”). ONCE A ROOM IS ASSIGNED TO YOU, THIS CONTRACT IS A LEGALLY BINDING DOCUMENT THAT IS IN EFFECT FOR THE ENTIRE ACADEMIC YEAR. THIS CONTRACT DETAILS A SET OF TERMS AND CONDITIONS THAT YOU MUST FOLLOW. ADDITIONALLY, THIS CONTRACT GIVES YOU PERMISSION TO UTILIZE AN ON CAMPUS HOUSING SPACE. SUBMITTING AN APPLICATION, **PAYING THE NON-REFUNDABLE APPLICATION PROCESSING FEE OF \$175.00**, AND THIS SIGNED CONTRACT OBLIGATES YOU TO RESIDE IN CAMPUS HOUSING AND REQUIRES YOU TO PARTICIPATE IN A MEAL PLAN. ALL RESIDENTAL STUDENTS MUST HAVE A VALID DINING AGREEMENT WITH CAMPUS ENTERPRISES FOR THE DURATION OF THIS CONTRACT.

CONTRACT PERIOD: This Housing Contractual Agreement is a legally binding document between the student and North Carolina A & T State University (“the University”). It is the student’s responsibility to become familiar with all provisions of this Contract and all applicable University rules. Completing a housing application, paying the **non-refundable application processing fee of \$175.00**, and receiving an assigned bed space, is independent of financial aid or any other anticipated assistance. The student who makes this obligation to live on campus is committed to this contractual agreement for the **ENTIRE academic year (August – May)**. The commitment is for the use of one student residing in properties owned by NC A&T State University or A&T Foundation and authorizes the University to deduct all housing charges from your account. Housing charges will not appear on your university bill until you are assigned a bed space. **If you fail 1) to check-in within 24 hours of the scheduled check-in day without proper notification, or 2) to pay University bill by the date set forth by the University Treasurer’s Office, Housing and Residence Life reserves the right to cancel your student room assignment. Additionally, you will be subject to cancellation fees outlined in this contract.**

CONTRACT RELEASE: Rare exceptions exist for breaking the Contractual Agreement. For fair consideration of request, substantial documentation is needed to show SIGNIFICANT change of circumstances AFTER the signing of the contract. Request must be submitted in writing for review under the guidelines set in the [Housing Release Policy](#).

DAMAGE CHARGES: Charges for loss or damage to communication wiring, physical structure (walls, windows, doors, ceilings, floors, etc.), furnishings or equipment in a student room or suite will be assessed to the student (s) of that room or suite. Charges for loss or damages to common area furniture, physical structure and equipment not able to be assessed to a particular individual may be charged to the residential population (floor, suite or building).

EARLY CANCELLATION PENALTIES: After April 30th for continuing students and August 1st for new incoming students, cancellations are subject to the cancellation fees listed below: Merely returning residence hall keys to hall staff or any statements by staff contrary to the Contractual Agreement shall not constitute termination of the contractual and financial obligation. All cancellation requests must be made in writing to the Housing Release Committee, and if approved after cancellation date, ARE subject to pro-rated daily room charges. If denied, you have the right to appeal the decision within 5 business days after you receive an email cancellation decision notice. **Cancellation fees are as follows:**

Classification	Dates	Penalty Fees
New/Transfer Students (Fall Semester only)	Before July 31	No Penalty
	Before August 5	\$500.00
	After August 5	50% of the yearly (per bed rate)
New/Transfer Students (Spring Semester admits only)	After December 31	\$500.00
	After January 1	50% of the semester (per bed rate)
	After May 10	50% of the yearly (per bed rate)
Continuing Students (Sophomore, Junior and Seniors)	Before April 30	No Penalty
	Before May 10	\$500.00
	After May 10	50% of the yearly (per bed rate)

ELIGIBILITY AND REGISTRATION REQUIREMENTS: 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 each semester. Fall Semester: Students must have cleared immunization requirements, completed FAFSA (if receiving financial aid) and be validated (paid or made financial arrangements with Treasurer’s Office to pay your bill) before August check-in. Spring semester: Continuing students must be registered as a full time student by December 1st. Failure to register as a full time student for Spring semester is forfeiture of your housing space, and you must remove all of your belongings and vacate your assigned room by the end of the Fall semester.

EXCEPTIONS TO ANY PROVISION OF THIS AGREEMENT: Housing and Residence Life has the discretion to waive any requirements this agreement imposes on student, in any case where a student seeks a waiver due to special circumstances. To request an exception, the student should submit written documentation to Housing and Residence Life, Village 2, Room 201, explaining the nature of and

NORTH CAROLINA AGRICULTURAL AND TECHNICAL STATE UNIVERSITY

HOUSING CONTRACTUAL AGREEMENT

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. Disputes regarding housing charges older than 90 days will not be considered.

KEYS: Keys are the property of the University and must be returned when students move out of their rooms. Failure to return keys will result in charges to the students to cover the replacement of keys and changing of locks (room/suite).

LIABILITY AND PERSONAL PROPERTY INSURANCE (HOMEOWNER): The University is not responsible for the actions of other residents or for loss or damage to a student's personal property for any reason, including but not limited to theft. **STUDENTS ARE STRONGLY ENCOURAGED TO OBTAIN APPROPRIATE PROPERTY INSURANCE.**

MAINTENANCE AND HOUSEKEEPING: Students are obligated to report any need for repairs to residence hall furnishings and equipment. Requests for maintenance and repairs must be submitted following guidelines set by the Hall Director of your respective residence hall.

ROOM DESIGNATION AND CONTRACT OFFERING: The University reserves the right to reassign students, as it deems necessary and appropriate. Room charges will be adjusted accordingly to reflect the appropriate room and occupancy rate. In addition, the University will temporarily adjust the occupancy of certain rooms to accommodate all requests for University Housing. The University reserves the right to reassign students to other spaces, upon availability. Furthermore, the University reserves the right to refuse admission to University Housing, or to void this contract.

ROOM CONSOLIDATION: The University may consolidate rooms to fill capacity when vacancies occur and may move students to another room when such consolidations become necessary. Students who have not contracted for a designated single occupancy, do not have a roommate, and have been requested to consolidate may either select another roommate, have another roommate assigned by the University, or change rooms or change to a designated single occupancy room. Any room changes must be approved by the Assignments Office or Residence Hall Director and be completed within three days. Students will be notified to consolidate via phone and/or NCAT email account. If the consolidation has not occurred within this three-day period, the student will be relocated.

ROOM COSTS: Students will receive a bill from the University for the full semester's room charge for the Fall. The same will occur for the Spring. If a student changes rooms, charges will be prorated using the daily rate for each room.

SPECIAL ACCOMMODATIONS REQUEST: Students must request special housing accommodations before the University will attempt to satisfy any such accommodations. The Special Housing Accommodation Application with instructions is located on the Housing website. If the University is not able to provide the requested accommodation, the student will be notified and he/she has the right to cancel this contract without penalty.

STANDARDS OF CONDUCT: Students must adhere to the rules and regulations outlined in the [Guide for Living on Campus](#) and the Student Handbook.

TERMINATION OF AGREEMENT BY THE STUDENT: The student may terminate this Agreement by giving written notification to Housing and Residence Life. If the student has occupied the assigned room, he/she must follow proper checkout procedures. **Occupancy is issuance of a key or Aggie One Card access to the student for a specified room and does not require actual physical presence by the student and/or his/her possessions in the assigned room.** Failure to check out properly will result in a \$25 improper checkout charge. Cancellations processed through other University offices are not valid. Students must contact Housing and Residence Life directly to terminate Housing Agreements.

UNIVERSITY WITHDRAWALS: It is never appropriate to leave or move out of housing or the University without completing the withdrawal process (completing cancellation form and checking out of housing). Merely returning residence hall keys to hall staff or any statements by staff contrary to the Contractual Agreement shall not constitute termination of the contractual and financial obligation. Unauthorized leave will result in a bill for the entire academic year. All inquiries go to Housing and Residence Life Office in Aggie Village Building 2 room 201.

DINING OPTIONS: All residential students must have a valid Dining Agreement with Campus Enterprises.

UNIVERSITY ADMINISTRATIVE CANCELLATIONS OF CAMPUS HOUSING: The University may administratively cancel this Contract for various reasons to include the following. You are still liable for room fees, if your contract is canceled administratively.

- Failure to make payment of required charges by announced deadlines;
- Failure to abide by the terms of occupancy described in this Contract;
- 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;
- 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;
- Upon your suspension, expulsion or withdrawal from the University for any reason;
- Your conduct is the subject of criminal charges regardless of when the related criminal proceedings take place or the results of those criminal proceedings;
- Registered students who fail to occupy the assigned room before the established deadlines of each semester (No Show) will result in termination of this contract and residence hall assignment. Early Cancellation fees are subject to apply.

REGISTRATION REQUIREMENTS: In order to receive and maintain a room assignment, students must adhere to the following requirements:

- Registered for and maintain 12 or more hours (undergraduate)
- Registered for and maintain 9 or more hours (graduate)
- Must have cleared immunization requirements
- Must have completed FAFSA (if receiving financial aid)

NORTH CAROLINA AGRICULTURAL AND TECHNICAL STATE UNIVERSITY

HOUSING CONTRACTUAL AGREEMENT

ACKNOWLEDGEMENT STATEMENT: By submitting the completed Housing and Residence Life online Housing Application, a student or prospective student agrees that:

1. He/she intends that the electronic submission constitutes his/her signature on this contract as if he/she signed by hand.
2. Submission of the completed online Housing Application further constitutes acknowledgement and agreement to abide by the terms and conditions of the contract.
3. Subject to room availability and the student's successful admission to the University, this Housing Contract becomes a binding agreement--a legal contract between the student and the University--upon the University's receipt of a completed online Housing Application and **payment of the \$175.00 application processing fee.**

Note: Your Housing Application processing date is the same date your payment is received.