

The UNC Asheville 2023-2024 Academic Year Residence Hall Contract Terms and Conditions

All first-year students are required to live in the University Residence Halls for the entire academic year. Exceptions: 1) married students; 2) students with dependent children living with them; 3) students 22 years of age or older; 4) veterans. First year students, who wish to request an exception, must submit a Housing Waiver Request form, located in the housing portal. Waivers are subject to the Dean of Students approval. Only UNC Asheville students enrolled and attending classes are eligible to live in University Residence Halls. This contract will be terminated by the University if the student stops attending classes or terminates enrollment. Students must be 16 years of age at the time of occupancy. Students are required to be enrolled in a minimum of 12 credit hours to reside in the residence halls (students who have extenuating circumstances can request a waiver from the 12 hour requirement from the Dean of Students. Requests will be reviewed on a case-by-case basis and are subject to approval).

1. Period of contract: **This contract is for the full academic year, consisting of both fall and spring semesters, or for the remainder of the year if initiated during the academic year.** Exceptions exist for graduating seniors and study abroad participants with appropriate documentation.

2. For new residential students, a \$150 non-refundable advance payment is required. The \$150 advance payment is applied to your residence hall room charge. If an incoming student's plan to enroll at UNC Asheville changes, we request that the student notify the Housing and Residence Life Office on or before May 15 (Fall semester) or December 15 (Spring semester) or as soon as possible.

3. Assignments for on campus housing are made on a space-available basis.

4. Period of occupancy: Unless otherwise agreed to in writing, occupancy will begin at 9:00 AM the day classes begin and end 24 hours after the student's last examination at the end of each semester. Room assignments may be cancelled if not claimed by 9:00 AM of the first day of classes. University Residence Halls **will be closed** for Winter Break. Students must vacate the residence halls during a period when the halls are closed, but may leave personal belongings in their room during that time.

5. This contract can be cancelled without penalty for the following reasons:

- Graduation

- A certified medical problem that may affect the student living in University Residence Halls. (Documentation from a physician or psychologist/psychiatrist is needed and must be verified by the University Student Health and Counseling Center or Office of Academic Accessibility.)
- Academic suspension or dismissal from the University.
- The student participates in a UNC Asheville educational program that requires living off campus; in this instance they must notify Housing and Residence Life at the earliest possible date. Documentation must be provided by the Advisor of the UNC Asheville program
- The student officially withdraws from the University. Official withdrawal must be initiated through the University Registrar.
- If a student gets married during the academic year. (A copy of the marriage certificate is required.)

Any student cancelling their contract for reasons other than those listed above, will be held to the entire room charge for the remainder of the contract period OR the \$750 breach of contract fee. Reasons, outside of the listed approved reasons, will be reviewed and considered by the Housing office to determine the breach of contract penalty.

6. The Housing and Residence Life Office, in its sole discretion, reserves the right to cancel the contract and remove the student from University Housing if such student poses a threat to the interest, order, health, discipline, or to the general well-being of themselves or other members of the residential community or the University.

7. All residence hall students and their guests must abide by the rules and regulations established by the University. Additionally, students must adhere to state and federal laws, as well as provisions stated in the Residence Hall Contract, Resident Handbook, Student Handbook, and the University Catalog.

8. This contract cannot be transferred or assigned to another person. Students may not sublet their rooms to another person.

9. Students who live in a residence hall are required to purchase a meal plan. Meal plan charges are billed simultaneously with room charges. Exceptions to this policy exist only for those students living in The Woods, who can have a meal plan but are not required.

10. The University does not assume any legal obligation to pay for the loss of or damage to the student's property, if it occurs in its buildings, or on its grounds prior to, during, or subsequent to the period of the contract.

11. The student is responsible for the accommodations assigned and shall reimburse the University for all damages done within or to said accommodations. Residents of a floor or wing are jointly and severally responsible for damages to public areas on the floor or wing (floor, walls, ceilings, tiles, furniture, etc.) if the person causing the damage cannot be identified. Residents are also responsible for damage done by their guests.

12. Most rooms are designed for double occupancy. Single occupants of double rooms may be assigned to another room or receive an assigned roommate through the room consolidation process. Housing and Residence Life reserves the right to consolidate students whenever it is in the best interest of the residential community to do so. For example, when one or two students are occupying an entire suite, and other students remain in transitional housing, consolidation may occur to provide permanent housing to those in transitional spaces. Room consolidation decisions are made at the discretion of Housing and Residence Life. Failure to follow proper room consolidation guidelines may result in the student being billed the private room rate, relocation, removal from the residence halls and/or formal disciplinary action through the Citizenship Education Process.

13. When necessary, transitional housing spaces may be created by using common areas, increasing room occupancy, as well as assigning roommates to residents who requested private rooms. If this occurs, every effort will be made to ensure the security and comfort of the residents. As space becomes available, residents in transitional housing will be reassigned to permanent housing.

14. The University reserves the right of entry into any portion of a University Residence Hall, including but not limited to, a student's room during an emergency, for health or safety purposes, and for other purposes in accordance with University policy.

15. A student withdrawing from the University shall be expected to follow the official check-out procedures at the residence halls, notify Housing and Residence Life in person or in writing, and vacate the University Residence Halls within 24 hours of withdrawal.

16. A student moving from one room to another or leaving at the end of the year must follow check-out procedures and return all keys. Failure to do so is considered an improper check-out and the student will be assessed additional administrative fees of \$250.

17. This contract is for Housing space in the residence halls, not a specific room. Although every effort is made to honor specific room, roommate, and residence hall requests, space limitations and high demand for specific halls may prevent honoring all requests. Housing and Residence Life reserves the right to make room assignment changes during the year for the good of the resident, the residence community or other reasonable considerations. Such changes include those mentioned above under room consolidation procedures.

18. Students who have received special permission from Housing and Residence Life to check in early at the beginning of either the fall or spring semester, will be assessed an early arrival fee of \$50 per night in traditional residence halls. Approved early arrival for residents of The Woods, the university apartments, will be assessed an early arrival fee of \$75 per night. Students approved to remain on campus for a University-required event are not charged late stay/early arrival fees. The same fee will apply should permission be granted for housing during certain break periods. Students who are permitted to remain during a certain break may be required to relocate to another space for all/part of the break. Students are required to leave their rooms 24 hours after their final exam OR by the designated closing times and dates assigned prior to each academic year, whichever occurs first.

19. Students assigned to special interest floors/buildings must abide by the special floor/building guidelines.

20. If any provisions of this contract shall be declared illegal or unenforceable, the remaining provisions will remain in full force and effect.

21. Housing and Residence Life may amend this contract at any time. If the contract is amended, the Housing and Residence Life office will notify all concerned parties using the student's University email account.