

East Carolina University
Campus Living License Contract
New and Returning Student 2024 Spring Semester

PLEASE NOTE: READ ALL SECTIONS OF THIS LICENSE CONTRACT BEFORE SIGNING ONLINE. THIS IS A LEGALLY BINDING DOCUMENT THAT IS IN EFFECT FOR THE SPRING SEMESTER OF 2023-2024 ACADEMIC YEAR. THIS CONTRACT DETAILS A SET OF TERMS AND CONDITIONS THAT YOU MUST FOLLOW. ADDITIONALLY, IT GIVES YOU PERMISSION TO USE CAMPUS HOUSING SPACE, AND ONCE AN ASSIGNMENT IS POSSIBLE, IS A GUARANTEE OF SPACE (SUBJECT TO REASSIGNMENT) ON CAMPUS. SUBMITTING THIS SIGNED CONTRACT, APPLICATION FEE, AND ADVANCE ROOM FEE OBLIGATES YOU TO THE TERMS OF THIS CONTRACT AND REQUIRES YOU TO PARTICIPATE IN A MEAL PLAN FOR THE DURATION OF THE CONTRACT. INDIVIDUALS REQUESTING ACCOMMODATION UNDER THE AMERICANS WITH DISABILITIES ACT (ADA) SHOULD CONTACT THE DEPARTMENT FOR DISABILITY SUPPORT SERVICES AT (252) 737-1016 (VOICE/TTY).

I. AGREEMENT (“AGREEMENT” or “CONTRACT”)

East Carolina University (“ECU” or “University”) agrees to provide housing for the Student in a residence hall based upon the established assignment criteria. The Student indicates his/her acceptance of the terms of this Agreement via the Student’s electronic signature on the Contract or acceptance of the terms of this agreement during the room selection process. It is the Student’s responsibility to become familiar with all provisions of this Contract. The Student agrees to abide by all applicable University policies, regulations and rules, including the Campus Living Residents’ Handbook. The University reserves the right, through appropriate authorities and at all times to change its policies as necessary to maximize the achievement of the University’s goals.

This Contract for residential services sets forth the rights and responsibilities of the Student and ECU in connection with housing, dining, and internet access. The Contract term is for the Spring Semester 2023-2024 academic year and is between ECU and the Student whose name appears on the written or electronically submitted Campus Living License Contract. If the Contract was submitted online and the applicant is under the age of 18, the parent/legal guardian co-signature must be electronically signed and submitted in order to complete the application process. Upon execution of this agreement, designated living space in Campus Housing will be reserved for you for the term of this agreement.

II. NONDISCRIMINATION

A. ECU provides available housing and residential services in compliance with the federal and state laws and the University’s Notice of Non-Discrimination and Affirmative Action Policy. East Carolina University prohibits unlawful discrimination based on the following protected classes: race/ethnicity, color, genetic information, national origin, religion, sex (including pregnancy and pregnancy related conditions), sexual orientation, gender identity, age, disability, political affiliation, and veteran status.

III. ELIGIBILITY

A. This Contract grants a license for secondary temporary use of campus residence facilities and services by the Student in connection with the pursuit of a university education and confers no residence rights on any person who is not a student in good standing at ECU. Only those students admitted to the University or currently enrolled students at the University are eligible to obtain the license conferred by this Contract.

B. Students must be enrolled in at least 9 credit hours per semester in order to be eligible for on-campus housing. Students who are enrolled in less than 9 credit hours must remain in good standing both with student conduct and academic affairs and request permission, in writing, to live in on-campus housing. Requests should be submitted to the Office of Campus Living from the student's ECU email account to housing@ecu.edu.

IV. PERIOD OF AGREEMENT AND PERIOD OF OCCUPANCY

A. This Contract is for the Spring Semester of 2023-2024 academic year. This Contract represents an academic year obligation beginning the first day the residence halls open in January and ending when the residence halls close in the Spring as published in the calendar on the Campus Living website and includes any break times and other periods of extension. This document makes no housing guarantees academic years subsequent to the 2023-2024 academic year. A new Contract will need to be signed and agreed to for future academic years and/or summer session housing. If, for any reason, the academic calendar year is revised, changed, or cut short or its duration altered in another way, this contract for housing will also end at that the conclusion of the academic year and campus living will provide updates as necessary regarding any other changes to the academic calendar impacting residence hall housing.

B. Vacating the Halls. Students must vacate the residence halls within twenty-four (24) hours of the completion of their last scheduled exams, or by the official closing date and time stated above, whichever is earliest. In the event that residence halls need to be vacated for public health needs or other emergency purposes, Campus Living will inform students of move-out procedures and updated timelines. Failure to vacate the premises in accordance with the specified timeline may result a charge of a \$50 daily room rate.

C. Pandemic or Other Public Health Emergency. In the event of a public health or other emergency, the University may suspend, close, or change some or all on-campus operations, including movement to virtual delivery. In such circumstances, you may be required to immediately leave the campus and vacate your Campus Living housing unit. You will be responsible for taking all valuable personal items with you at that time. In certain circumstances, the University may remove possessions and other furnishings from student housing units so that the units may be used for other emergency purposes. The university shall not be responsible for the loss of or damage to personal items that must be moved and stored during critical emergencies.

V. Suspension of Contract by the University

A. In its sole discretion, the University may temporarily suspend this Contract at any time for any reason. If the Contract is temporarily suspended, a resident must vacate University housing, surrender all keys, fobs, or other access devices, and remove all personal property. The resident shall be responsible for alternate housing costs for the duration of the temporary suspension. During such temporary suspension, the University may elect to issue pro-rated refunds or credits for such periods that residents are prohibited from residing in University housing. The amount of any such pro-rated refunds or credits will be based on the daily rate of such University housing and the length of the temporary suspension of the Contract. Further, during such temporary suspension, the University's total potential liability shall be limited to the amount of the potential pro-rated refund or credit.

VI. FEES AND PAYMENT

A. Reservation Fee. To reserve a Campus Housing space, you agree to pay the University a \$100 Advance Room Payment and a one-time, non-refundable \$100 Application Fee.

B. Fee Payment Due at Signing/Deferment. For Students who fail to pay the required \$100 Application Fee, the fee will be billed to their student account for this fee after contracting. Note that your failure to pay does not constitute Contract cancellation pursuant to the terms of this agreement and you will be responsible for making payment even if you do not occupy a residence hall room.

C. Payment. The housing and dining fees as established by the University and this Agreement, other than the Advance Room and Application Fee, will be sent to your University account and should be paid through the University Cashier's Office, as scheduled. <https://financialservices.ecu.edu/cashiers-office-important-dates-students-parents/>.

D. Utilities. The room fee includes all utilities for gas, electric, water, and steam. Failure or malfunction of utility services shall not render the University liable for inconvenience to you or damage to property; further, breaks in utility service will not reduce the 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. Whenever possible students will be notified by email of utility outages.

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

Commented [CKC1]: Is there a notification process that CL uses to let students know that utility service will be reduced/turned off? If so, I may mention here that students will be notified prior to this occurring.

VII. 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. Residents of the opposite sex will not be assigned to the same room.
- B. Reservation of Hall Space. You understand that this Contract is for space in campus residential facilities and not for a specific room or building. Additionally, you understand that the protocol for reservation of hall space may be altered at any time, in accordance with University guidelines.
- C. Roommate Requests. To request a roommate, complete the roommate request and procedure accompanying this online contract. Not all requests can be honored.
- D. Reassignment. The University may reassign your specific room assignment at any time. The University reserves the right to make room assignments, to authorize or deny room and roommate changes, to consolidate room spaces due to vacancies, and to reassign your room space from one room or residence hall to another, for any reason and/or in response to unforeseen circumstances or public health emergencies at its sole discretion.
- E. 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.
- F. Temporary Assignments. You also may be assigned to temporary space. If assigned to a temporary space, you will be reassigned to a regular assignment as it becomes available. If assigned to temporary housing after the first day of the third week of classes of the Fall semester, you will receive a \$50 weekly credit for remaining in a temporary assignment. This credit ceases on the date you receive notice of regular room space assignment.
- G. Occupation by Assigned Student. Only the student assigned to a room space is authorized to occupy the room assigned. The housing space(s) assigned by Campus Living is non-transferable and cannot be assigned to another student.
- H. Room Change. Your room assignment may be changed only upon authorization from Campus Living. No changes of room assignments will be made until the dates announced to students via email from Campus Living, unless special permission is granted which requires a determination of 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 and occupy another housing space will be required to return to the assigned room space, will forfeit eligibility for room change, and will be fined \$200 for an unauthorized room change.
- I. Single Room Occupancy at Double Rate. Your housing contract provides occupancy for one half (1/2) of the assigned room space of any double room assignment, unless contracted for a single occupancy room. As a result, the other side of the room must be maintained for roommate occupancy at any time. If space is available, you may request retention of your room as a single occupancy 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.
- J. 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.

Commented [CKC2]: What is the significance of this date? Also I would put the actual date in parens here as well (looking at the academic calendar for next year I have this date as 9/11). I'm assuming this means Fall semester and not summer.

K. Check In and Late Arrival. Extensions of time for the arrival period must be requested in writing 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, you will be assigned an available space, including the possibly of a temporary assignment. The failure to check in and sign for room keys does not constitute cancellation of this Contract and ECU shall bill for the reserved space unless the terms for cancellation and termination of this Contract have been completed.

VIII. TERMINATION OF AGREEMENT

A. Termination by Student

Termination of this Agreement is effective when the Campus Living Resident Contract Cancellation Request form is submitted to the Campus Living office and any issued keys or key fobs are returned. Appropriate termination fees and refunds will be assessed according to the following fee structure:

1. Cancellation on or prior to December 1, 2023, will result in the forfeiture of the \$100 advanced room fee.
2. Cancellation after December 1, 2023, will result in forfeiture of the \$100 advanced room fee and an additional \$250 cancellation penalty.
3. Cancellation after December 15, 2023, will result in the forfeiture of the \$100 advance room fee and a prorated amount of the room rate for each day the room was occupied (if any), plus fifty percent (50%) of the remaining balance due under the contract after this prorated amount is paid.
4. You may petition the Campus Living Appeals Committee 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 committee, 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 \$750 or 50% of the remaining balance due under the contract after the prorated amount due for each day of occupancy is paid.
5. The decision of the Campus Living Appeals Committee is final.

B. Students who terminate this agreement for reasons of graduation, internship, study abroad, military service, or other exchange program(s), official withdrawal, student teaching, failure to register, termination of employment, or academic suspension will be subject to daily pro-rated rates for housing. Termination due to official withdrawals will result in forfeiture of the Advance Room Fee. Additionally, students who officially withdraw from the University must submit a Resident Contract Cancellation Request through the Neighborhood Services Office ("NSO") and return any issued keys or key fobs. Students who terminate this Agreement for reasons under this section, other than official withdrawal, may request a refund of the Advance Room Fee by submitting official documentation of their reason for cancellation to the Campus Living Office.

Commented [CKC3]: Just clarifying that termination is automatic once a student submits the request form? Does CL want to retain discretion in being able to object to cancellation, or we want to allow students to cancel for any reason so long as they agree to the following fee structure? I ask because if that is the case we may want to reconsider calling the cancellation form a "request" form and giving the appearance that it is not automatic.

Commented [CKC4]: This is a different process than that outlined in Section A?

IX. Campus Dining Plans – Revision and Cancellation

A. Changes to meal plans on or after December 15, 2023, are initiated only in the Dining Services Office located in Jones 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 December 15, 2023, under the General Cancellation and Refund Policy, or if you are removed from Campus Housing, you may be charged a \$150 fee if you cancel your Campus Meal Plan, in addition to any charges from the Campus Housing portion of the Contract.

B. Cancelled meal plans are refunded on a prorated rate based on the day the plan is cancelled, less any Purple Bucks funds used and 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 or Spring Semester meal plans until the tenth class day of the semester.

X. Termination by the University.

A. This Agreement is subject to termination by the University in the event that University housing is partially or totally damaged or destroyed, or under construction, renovation, or repair; if assigned University housing is necessary for use in order to accommodate special needs of the University as they arise; and/or when the University is closed or experiencing exigent or emergency circumstances including, but not limited to, public health crises, pandemic, epidemic, or wide spread illness or infestation. The University may also, at its discretion, terminate this Agreement for other relevant reasons including when the University has reasonable cause to believe that a resident presents a risk to the interest, order, health, safety or general well-being of the residential community. Termination by the University as a result of any of the listed conditions in this section will not result in any additional charges as of the date the Student's room becomes unoccupied.

XI. Termination Resulting from Breach of Contract by Student

A. Student specifically understands and agrees that any of the following incidents on this non-exhaustive list (which includes examples of conduct impacting the community/safety of other students) constitute a material breach of this Contract:

1. Permitting unauthorized access to Campus Living facilities, 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 key fob to any individual, or permitting the key(s) or key fob to be duplicated or modified.
3. Repeatedly disturbing normal housing activities or community living or repeatedly interfering with other students' use and quiet enjoyment of residential facilities.
4. Vandalizing, defacing, destroying, damaging, or misusing private, University, or other public properties.
5. 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 halls and dining halls, as well as any areas immediately surrounding/adjacent to the residence and dining halls. The areas immediately surrounding/adjacent to the residence and dining halls include but are not limited to residence and dining hall courtyards, porches, patios, benches, athletic courts, bike racks, residence hall parking lots, and walking paths.

Commented [CKC5]: I'm assuming this is the case (if not, maybe we should discuss the process in these situations).
Feel free to change/delete as desired.

6. Regularly accepting or possessing another resident's issued keys or allowing access to a resident hall or room that results in theft, damage to property, a breach of security or other harm to the community.
7. Possessing or using weapons such as, but not limited to, firearms, guns, rifles, pistols, bb guns, air rifles, air pistols, paintball guns, crossbows, fireworks, dynamite, bombs, grenades, mines, powerful explosives, bullets or ammunition cartridges, nun chucks, slingshots, leaded canes, black jacks, metallic knuckles, martial arts weapons, throwing stars, Kamas, axes, razor blades, ice picks, dirks, daggers, swords, bowie knives, switchblade knives, butterfly knives, or other knives with blades of more than three inches in length, Tasers, and stun guns. Any item used or possessed for purposes as a weapon will be considered a weapon under this agreement.
8. Endangering, injuring, assaulting, fighting, threatening, intimidating, or unlawfully harassing other student(s) or staff member(s).
9. Tampering, alarming (either by action, or with use of an e-cig, cigarettes, burning incense, lit candles, or other open flame), discharging, disconnecting, or dismantling the fire safety equipment, including, but not limited to, fire extinguishers, pull stations, fire hoses, fire sprinklers, heat detectors, or smoke detectors.
10. Starting fires in the residence halls.
11. Stealing or attempting to steal property. Receiving, possessing, or selling/giving away property when the student recognizes or should have recognized, that the property was stolen.
12. Possession or use of any controlled substance identified in Schedules I, II and III of the N.C. General Statutes (N.C.G.S. § 90-89; § 90-90; § 90-91) and/or failing to comply with policies regarding use of alcohol.

B. Upon notice to the University of incident(s) constituting the breach of this agreement, the University will notify the student of breach and the student will then have 48 hours after notice to appeal or provide any evidence the student deems appropriate to respond to the breach of contract notification.

C. In addition to remedies for breach of contract provided herein, any breach which also constitutes a violation of University policy and/or state or federal law, may also be referred for University action and/or criminal prosecution.

D. Students whose Agreement is terminated by the University as a result of a breach of contract are responsible for payment of all associated costs of housing, including Section VIII(A)4. of this Agreement, for the applicable term(s) and for all previous housing balances.

E. ECU does not tolerate illegal drug use in any Campus Living facility. Illegal use or possession of drugs on University property is grounds for termination of the Agreement by the University.

F. Upon termination of this Agreement by the University, students must follow all applicable check out procedures, and surrender all keys, fobs, and other access devices upon vacating the facility.

G. The action of termination of this Agreement by the University is not subject to appeal.

XII. GENERAL TERMS AND CONDITIONS

A. Standards of Conduct. Students are subject to the ECU Code of Student Conduct as well as the Campus Living Community Standards, which include the rules and regulations outlined in the online Resident Handbook and the online Student Handbook on the University websites (at campusliving.ecu.edu for the Resident Handbook, and www.ecu.edu/studenthandbook for Student Handbook, respectively), as well as any written revisions to those policies, (collectively, "Residents' Conduct Policies"), and such 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 these Residents' Conduct Policies and the terms of this Contract, the Residents' Conduct Policies shall take precedence.

B. 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.

C. Alterations. You may not make alterations or repairs to the assigned room, its furnishings, walls, 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.

D. Room Condition and Damages. The University will assess damage charges for unauthorized use of and alterations to rooms, furnishings, equipment, buildings, and for the costs of cleaning necessitated by improper care of rooms and equipment. Charges may also be made for damages or the cost of cleaning public areas necessitated by improper care of public areas and associated equipment. All residents of a corridor, section, or hall will be held responsible for equal portions of the total damage/excessive cleaning charges to public areas when a specific student or students cannot be identified as responsible. Similarly, all occupants of a particular room will be held responsible in equal portions of the total damage/excessive cleaning related to a specific room, unless evidence demonstrates that a specific student is responsible. Cleaning and damage charges will be billed to the responsible student(s).

Commented [CKC6]: I think this is what was being said, please correct if I'm reading this wrong.

E. **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.

F. **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 Resident Handbook and is incorporated herein by reference.

G. **Animals.** With the exception of one ten-gallon tank for freshwater fish per room, 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, cats, dogs, or other animals. Should an animal be discovered in a residential facility, the animal shall be removed immediately, and the resident shall be responsible for all damages resulting from the animal, including the cost to replace carpeting and flooring. Notwithstanding anything herein to the contrary, service animals and emotional support animals are permitted in residential facilities in accordance with the Americans with Disabilities Act and the Fair Housing Act, provided that such an accommodation is provided from the Office of Disability Support Services.

H. **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 \$175. If you request loaner keys from the Neighborhood Service Office at any time, the keys or key fobs must be returned within 24 hours or you are responsible for the \$175 replacement/lock change charge. Immediately upon checkout, you must return your keys to the Neighborhood Service Office. Failure to do so will result in \$175 replacement/lock change charge, as well as a \$50 improper checkout charge.

I. **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.

J. **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 understand and agree that you are expected to abide by such changes in policies.

XIII. UNIVERSITY RESERVATION OF RIGHTS

The University reserves the right, in its sole discretion and at any time to:

- A. alter, change, or cancel a University housing assignment
- B. designate any or all University housing as available for expanded or decreased occupancy
- C. change any room assignment or rate
- D. allow University staff or their agents to enter University housing for work orders, routine maintenance, inspections, repairs, emergencies, housekeeping duties, or any other reasonable purpose, at any time
- E. control University housing in the event of an emergency
- F. temporarily or permanently reassign residents as needed
- G. deny students the privilege to live in any University housing at any time, based on the needs of the University, or
- H. temporarily suspend or terminate the Contract at any time for any reason.

XIV. LIMITATION ON UNIVERSITY LIABILITY.

A. The University does not assume any obligation or liability for personal injury or for loss or damage to items of personal property which may occur in its buildings or on its grounds, prior to, during or subsequent to the terms of this Contract, provided that in the event of personal injury or property loss or damage directly resulting from negligent acts or omissions on the part of a University employee or agent, the University shall be responsible for such negligence to the extent provided by applicable law. This disclaimer of liability includes but is not limited to damage or loss whether by fire, water, theft, or otherwise, or for any direct or consequential damages arising from loss of, or any interruption of, any utility service, including Internet service. The student assumes any and all risk of such loss. No interruption of utility services, heating and cooling shall be deemed as an eviction or disturbance of residents' use of the facilities or render the University liable for damages unless the University willfully refused to supply said services without cause or excuse. Student residing in student housing are urged to purchase independent renter's insurance for protection against loss or property damage.

XV. FORCE MAJEURE

A. The University shall not be liable for any failure to perform its obligations when it is materially hampered, interrupted, or interfered with; or illegal, impossible, or so difficult or expensive as to be commercially impracticable; or by reason of any fire, casualty, lockout, strike, labor conditions, unavoidable accident, riot, war, act of terrorism, epidemic, pandemic, public health emergency, or act of God, including inclement weather that requires the closure of or limitation of services on the University campus; or by any other unforeseeable event beyond the parties' control; or by the enactment, issuance, or operation of any municipal, county, State, or federal law, ordinance or executive, administrative, governmental, or judicial regulation, order or decree; or by any local or national emergency, the University shall be excused from performance or underperformance of this Agreement.

XVI. INDEMINIFICATION

A. Student agrees to 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 attorney's 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.

XVII. SEVERABILITY CLAUSE.

A. 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.

XVIII. EXCEPTIONS TO ANY PROVISION OF THIS AGREEMENT.

A. Campus Living has the discretion to waive any requirements to this Contract. To request an exception, you should contact the Campus Living Appeals Committee. Once your request is received, it will be reviewed, and you will be informed of a decision by the Director of Housing Operations via e-mail to your official university email account or via letter to your permanent address on file.

XIX. ENFORCEMENT COSTS

A. 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, costs, and collection fees.

XX. NOT A LEASE

A. This Agreement is not a lease and is not governed by the North Carolina Landlord Tenant Act. ECU residence halls and apartment are located on the land owned or leased by the State of North Carolina.

XXI. ONLINE SIGNATURE AND AGREEMENT

A. You must complete and sign this Contract online using your official ECU user ID and password to confirm your identity.

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 pursuant to his Contract, ECU agrees to provide housing in campus residential facilities for the Spring Semester of the 2023-2024 Academic Year. I further understand that I must participate in a Campus Dining meal plan for the Spring Semester of the 2023-2024 Academic Year. 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.

C. COVID-19 Conduct and Safety Attestation

1. I agree to follow all University Policies and regulations, including the requirements found in the ECU Campus Living Handbook, to adhere to the ECU Code of Conduct, and to comply with all applicable state and federal laws. I understand that violations of University policies may result in immediate removal from the residence hall. I also understand that removal will include possible financial penalties for the breach of Contract. Termination of the Contract and immediate removal from the residence halls may arise in cases involving infractions or policy violations in matters of alcohol, drugs, and/or violations of public health measures and other public health safety concerns.
2. I agree to follow reasonable directives and instructions from Campus Living staff designed to protect the public health and safety of the campus community.
3. In the event that I test positive for COVID-19, I agree to make reasonable efforts to return home for my isolation period as recommended under the CDC guidelines at the time of my infection. If I am unable to return home or isolate off campus, I understand that the University will allow me to isolate in my residence hall room.
4. I agree to monitor the Division of Student Affairs webpage dedicated to COVID-19 updates for information and any updates regarding ECU's COVID-19 policies: <https://studentaffairs.ecu.edu/covid-19/>.

Please print and retain a copy for your records.