

**PLEASE READ THIS DOCUMENT CAREFULLY**

This Residence Hall License Contract (“Contract”) is a binding legal agreement between you (“Student”) and Appalachian State University (“University”) for a term of one academic year. The Contract details a set of terms and conditions to which the Student must adhere. Additionally, the Contract gives the Student permission to utilize a residence hall space, and once an assignment is possible, guarantees a space (subject to reassignment) on the campus of Appalachian State University.

**Article I. Term and Eligibility**

- 1) **Contract Term** - This contract obligates the Student to live in the residence hall as a secondary, temporary residence as long as the Student is enrolled during the academic year for both the fall and spring semesters. The room is to be vacated no later than 24 hours after the Student’s last examination or by noon on the date when the residence halls close each semester (fall and spring). If the Student enters into this contract for the spring semester only, the Student is obligated to this contract through the final closing of the residence halls for the spring semester. The opening and closing of the residence halls will follow the University’s academic calendar published and approved by the Chancellor. The University reserves the right to modify this schedule in accordance with officially announced changes in the University’s calendar. Unless otherwise notified, residence halls will be closed during the Winter Break (between fall and spring semesters). When residence halls are closed for Winter Break, the Student will be required to vacate their rooms; belongings may remain in the rooms unless the Student is moving to a new assignment for the Spring Semester.
- 2) **Residency Requirement and Exceptions –**
  - a) All students classified by Admissions as freshmen are required to live in a residence hall unless an exemption is granted by University Housing.
  - b) University Housing also requires any student who enrolls at the University who earned a diploma from a high school, early college or middle college less than twelve(12) months prior to their enrollment as a degree-seeking student at the University to live in a residence hall unless an exemption is granted by University Housing.
  - c) Exemptions may be granted for the following reasons:
    - i) Student lives with a parent or legal guardian within a 30-mile commuting distance, or;
    - ii) Student is married, or;
    - iii) Student is a single parent, or;
    - iv) Student is 25 years of age or older, or;
    - v) Student is a military veteran.
  - d) Exemption requests must be submitted in writing using the form provided at <http://housing.appstate.edu>, and documentation to support the request is required. Freshmen who are not approved for an exemption will be obligated for a space in the residence halls per the terms of this Contract.
- 3) **Eligibility and requirements** – To qualify for on-campus housing the Student must be currently enrolled, full-time (12 or more credit hours), and have paid all applicable charges related to on-campus housing. If the Student falls below full-time status, they will not be automatically released from their contract obligations and will be permitted to remain in the residence hall as long as the Student is not in violation of any University policies and/or regulations.
- 4) **Acceptance of the Contract** – All students wishing to live in a residence hall must read and electronically sign and accept this Contract through the online housing application process. By submitting a completed housing application, the Student is signifying they have read and agree to abide by all conditions, terms and policies specified in the Contract and the Code of Student Conduct & Academic Integrity (the “Code of Student Conduct”). The Student’s signature is considered binding and the Student is expected to fulfill the terms and conditions of the Contract upon acceptance by University Housing. If the Student is under the age of 18 at the time of acceptance, the signature of a parent or legal guardian will also be required on the License Contract.
- 5) **Space availability –**
  - a) *Freshmen*: Spaces in the residence halls are reserved and guaranteed to students who are classified as freshmen. Assignments are made in date of application order and students are encouraged to apply as early as possible, late admits/applicants may be placed in temporary housing;
  - b) *Returning students*: Returning students currently residing on campus have the opportunity to reapply for housing for the next academic year on or before the deadlines set by University Housing during the prior spring semester. Returning students who did not meet the published deadlines and off campus students who wish to live on campus will have an opportunity to apply for available spaces after the reapplication process is complete, and will be offered spaces based on their date of application until all available spaces are filled.
  - c) *Transfers*: New transfer students are not guaranteed housing and will be offered space if available after incoming freshman and returning students have been assigned. University Housing will make every reasonable effort to notify transfer students by June 1 if space is available for the upcoming Fall semester and by December 1 for the upcoming Spring semester.
- 6) **Contract re-application** – This Contract is only for the term(s) indicated. Creation of any contract for future academic terms is contingent upon space availability and approval of a new application in accordance with procedures published by University Housing. It is the responsibility of the Student to follow published procedures for the reapplication process. University Housing does not guarantee housing to continuing students, readmitted or transfer students.
- 7) **Equal Opportunity Policy** - Appalachian State University is committed to providing equal opportunity in education and employment to all applicants, students, and employees. University does not discriminate in access to its educational programs and activities, or with respect to hiring or the terms and conditions of employment, on the basis of race, color, national origin, religion, creed, sex, gender identity and expression, political affiliation, age, disability, veteran status, or sexual orientation. The University actively promotes diversity among students and employees.
- 8) **Consolidations and Reassignments** – If vacancies exist in a residence hall in which the Student is assigned, residents without roommates may be required to move in together (consolidate). University Housing also maintains the right to assign, re-assign and/or adjust the occupancy of rooms at any time for any reason reasonably related to institutional interests.

**Article II. Payment/Contract Fees**

- 1) **Billing** – Student will be billed for housing and meal plan fees on a semester basis. Cancellation fees will be billed once the cancellation has been processed. Damage charges, if assessed, may be billed to the Student’s account following their check-out from a residence hall space. All charges are billed to the Student’s account and can be paid in the University Student Accounts office. Payment plans are available through Student Accounts.
- 2) **Room and Board Rates** – Rates for housing and meal plans are set annually by the University and are posted on the University Housing website (<http://housing.appstate.edu/pagesmith/2>). The Student is expected to pay the rate that is approved for the academic year.
- 3) **Meal Plans** – All students living in the residence halls are required to participate in one of the University’s meal options each semester. Residents of Appalachian Heights are exempt from this requirement. The Low Option meal plan is not available to freshmen. Additional information on meal plan options can be found on the Food Services website; <http://foodservices.appstate.edu/>.

**Article III. Contract Cancellation**

- 1) **Contract cancellation prior to start of the academic year –**
  - a) *Freshmen Students* – New freshmen who are no longer planning to attend Appalachian State University should notify Admissions in writing of their change of plans. Upon notification from Admissions, University Housing will cancel the Student’s housing for the academic year at no charge.
  - b) *Transfer Students/ Returning Students* – The University is incurring an administrative expense to hold a space for the Student. If a transfer or returning student has been assigned a space on campus and decides to cancel the space prior to June 30 to live off campus, the Student will be charged a \$250 cancellation fee to cover administrative costs. If a transfer or returning student cancels their contract on or after July 1 through the date the residence halls open, the Student is liable for the entire amount of the housing charges for the fall semester. Since this Contract is for an entire academic year, students who are residents in the fall semester are liable and expected to continue to occupy rooms in the spring semester.
  - c) *Non Returning Students/ Withdrawals* - If the Student officially withdraws from the University, this Contract shall be terminated provided the Student shall remain liable for all charges as set forth in the undergraduate bulletin. If the Student does not properly withdraw, the University will assess a \$50 charge for resulting administrative costs. The Student must contact the Registrar’s Office to withdraw from the University.
- 2) **Spring Semester Contract Cancellations** – Students who request housing to begin in the spring semester will be subject to the terms of this Contract and will be expected to fulfill the obligations of this Contract unless written request of cancellation for this Contract is received by December 1. Requests for cancellation received after December 1 may result in the full semester charge being applied to the Student’s account.
- 3) **Contract cancellation after occupancy is scheduled to begin** - Students are not permitted to cancel this Contract after occupancy is scheduled to begin, except for students officially withdrawing from the University. Once occupancy has begun, the Student is responsible for the entire amount of the housing charges for the term of this Contract.
- 4) **Contract cancellation for official withdrawals from the University** – Students who are planning to withdraw from the University must contact the Registrar’s office to complete an official withdrawal. Notices from the Registrar’s office are the only withdrawal notification accepted by University Housing. Once the Student officially withdraws from the University the Student will be expected to move out of their residence hall room and check out officially with a Housing staff member within 24 hours. If the Student does not properly withdraw or check out of housing, the University will assess a \$50 charge for administrative fees. Additional charges may be assessed for a lock recombination or replacement, vandalism or any room damages. Any belongings left by the Student in the residence halls will be stored for 30 days before being discarded, and the Student will be assessed a storage and disposal charge. Students who officially withdraw from the University will receive a pro-rated housing refund based on the date they check out of their residence hall.
- 5) **Contract Cancellation at the end of the Fall Semester** - The Student may request a cancellation of this Contract at the end of the fall semester without penalty for one of the following reasons: graduation, withdrawal or transfer, marriage, study abroad or ASU approved student teaching/internship outside Watauga County. All requests must be submitted in writing, with supporting documentation, by December 1.
- 6) **Contract Cancellation by the University** – The University maintains the right to terminate this Contract for good cause at any time. Examples of good cause, include, but are not limited to:
  - a) Failure of the Student to pay the room rent as set by the University and published on the University Housing website by the announced deadlines;
  - b) A change in the Student’s status, including academic or disciplinary suspension or expulsion;
  - c) The Student’s repeated failure to keep a roommate in a double or triple room;
  - d) The Student’s failure to comply with state or federal laws, University Housing policies and regulations, the Student Code of Conduct or other policies and regulations adopted by Appalachian State University or the University of North Carolina, whether such policies and regulations are now in effect or later enacted after due notice thereof.
  - e) Failure to occupy the assigned space before the established deadline for each semester or abandonment of the space by the Student

Should this Contract be terminated by the University, the Student will be required to vacate the residence hall within 24 hours unless special permission, in writing, has been granted by the Director of University Housing or designee. In the event the Student does not vacate within the allotted time period, any property remaining in the residence hall room or building may be treated as abandoned property or stored and held under limited access. All charges for removal, disposal and storage will be assessed to the Student. The Student shall remain liable for all charges assessed during the term of this Contract. If termination of this Contract results from action for the failure to follow policies, the Student will be charged 50% of the remaining Contract fees from the date the Student checks out of the residence hall and the License Contract is terminated.

**Article IV. Obligations of the University**

**Appalachian State University agrees to:**

- 1) Provide the following utilities under the fee charged on this Contract: electricity, sewer, water, internet and basic cable TV service. Student is expected to use these utilities in a conservative, economic and efficient manner. In the event of mechanical, electrical or water difficulties, the University shall make all reasonable effort to restore service but shall give no abatement in room rates, release from obligations of this Contract or be held liable for inconvenience or damage to property due to a loss of service or the inability to restore service. Utility services may be reduced or cut off during University holidays or prolonged breaks in the interest of energy conservation or maintenance and safety.
- 2) Conduct inspections at least once each semester for the following:
  - a) Health and Safety Inspections – inspections shall be conducted at least once each semester by University Housing staff. University Housing will notify the Student at least 48 hours in advance of the inspections. The staff will be looking for violations using mandatory guidelines set by Appalachian State University. Violations include illegal items, fire safety issues, and unsanitary conditions. If violations exist, those violations are documented and appropriate actions will be taken and/or charges will be assessed to the Student’s account. University Housing staff do have the right to enter rooms without the Student present for these inspections.
  - b) Kitchen and Bath – Inspections are done at least once per semester to determine a consistent standard of cleanliness using mandatory guidelines set by Appalachian State University. University Housing will notify the Student at least one week prior to the inspection. If areas affected do not pass inspection, notice will be left and the Student will have one week to re-clean area(s). At that time, University Housing staff will conduct a second inspection. If affected areas do not pass the second inspection, housekeeping staff will clean and the Student’s account will be charged accordingly. University Housing staff do have the right to enter areas for inspection with or without the Student being present.
- 3) Provide the following furnishings in each residence hall: a twin-size bed with mattress, chest of drawers, a desk and a chair. Furniture may not be placed in storage and must remain in the Student’s room. Furniture from public areas of the hall may not be brought into the Student’s room.

**Article V. Obligations of the Student**

The following policies and regulations are in place for the safety and security of all residence hall students, and acceptance of this Contract binds the Student to abide by the policies. Failure to abide by the listed policies may result in disciplinary sanctions and/or removal from the residence hall.

- 1) **Reasonable care** – Student shall exercise reasonable care in the use of the facilities including but not limited to:
  - a) Properly ventilating and cleaning suite bathrooms;
  - b) Cleaning of common shared space such as kitchens and living areas; and
  - c) Timely removal of trash and recycling into the appropriate receptacles.
- 2) **Occupancy** – Occupancy is limited to only the Student(s) properly assigned to the room. Occupancy is established when Student is issued a key to a specified room by University Housing and does not require physical presence by the Student and his/her possessions. Student is required to present a picture ID when they check into a

residence hall room. The Student may not transfer, assign or sublet the assigned space to another person for any reason. The Student may not make a change in their assigned space without permission. If the Student seeks to make a room change, the Student must request such a change after the first two weeks of classes of fall or spring semester through the University Housing website. If the Student makes an unauthorized room change, that student will be required to return to the Student's originally assigned space, may be denied the opportunity to participate in any other room changes for the academic year and may be assessed a \$50 administrative charge.

- 3) **Furnishings –**
  - a) Furnishings provided by the University may not be altered from their intended design or removed from the room by the Student or guests.
  - b) Any room furnishing added by the Student must be free standing.
  - c) Direct access to doors and windows cannot be obstructed by any item or furnishing in the room.
  - d) No part of the Student's personal furnishings may be attached, wedged or secured in any manner to the ceiling floor or walls of the room.
  - e) Objects may not be attached to or hung from the ceiling, sprinkler pipes or sprinkler heads at any time.
  - f) The Student may not bunk, unbunk or loft their beds; lofting or bunking of beds is to be done only by University Housing Staff. The Student may use bed risers to raise their bedframes for additional storage space. Beds may not be higher than 8", and the use of cinderblocks is not permitted. The Student assumes all liability for any/all damages to persons (including themselves) and property (personal and University) as a result of the use of any bed lifting device.
  - g) No personal property may be stored in a public area (lobby, lounge, bath, hallway, etc).
  - h) Repairs or modifications to a room or the University's furnishings must be completed by University Housing staff.
  - i) No furnishings from common areas may be taken from the lounges or other areas and placed in the Student's room or moved to other locations.
- 4) **Pets –** Possession of pets of any kind in any University residence hall is prohibited with the exception of animals biologically classified as osteichthyes which are maintained in a ten gallon or less fish tank.
- 5) **Drugs –** Student is expected to abide by the Drug policy as listed in the Code of Student Conduct which can be found at <http://studentconduct.appstate.edu>.
- 6) **Alcohol –** In accordance with State law and University policy, only persons 21 years of age or older are permitted to consume alcoholic beverages in their own residence hall room or in residence hall rooms where they are invited guests of residents 21 years of age and over. Students who are 21 years of age or older may not consume alcohol in a residence hall room with guests under 21 years of age present. Residence hall rooms are the only places on campus (other than officially designated public areas) where persons of legal drinking age are permitted to possess or consume alcoholic beverages. Open containers in public areas (hallways, sidewalks, bathrooms, lobbies, etc.) are not permitted. Alcohol is not permitted in the Appalachian Panhellenic Hall. Alcoholic beverage container collections are not permitted in residence hall rooms. Loss of control due to intoxication in no way excuses or justifies violation of state law, University policy, or the rights of others. Students 21 years of age or older may have no more than (12) 12-ounce containers of beer, or (2) 750ml bottles of wine, or 750ml of liquor in their residence hall rooms. If quantities larger than this are found in any room they will be subject to confiscation.
- 7) **Smoking –** All residence halls are smoke free living environments. Smoking is prohibited in all residence halls. Smoking is only permitted in designated smoking areas on campus (<http://maps.appstate.edu/sites/maps.appstate.edu/files/Designated%20Smoking%20Locations%2007222013.pdf>). Hookahs are prohibited in the residence halls. Electronic cigarettes cannot be operated in any residence hall space. For further information, the Student may review the University's smoking policy available at [http://policy.appstate.edu/Policy\\_Manual](http://policy.appstate.edu/Policy_Manual).
- 8) **Visitation –** Student is expected to adhere to the visitation policy as detailed on the University Housing website. The Student is expected to inform guests of policies and regulations and will be held responsible for the behavior of their guests and all activities originating from their assigned room.
- 9) **Community Standards –** To maintain the academic and community atmosphere of the residence halls, the Student is expected to conduct themselves in a manner that is conducive to the establishment of community standards that promote a cooperative living environment, the health and safety of all residents, inclusiveness, and preserves the rights of their fellow residents. The following policies apply to the Student and any guests:
  - a) Behavior that is abusive or harassing of another person may constitute a violation of the Code of Student Conduct and/or may be considered "hazing" under North Carolina General Statutes §14-35;
  - b) Threats or acts of bodily harm are prohibited;
  - c) Student is expected to recognize and respect the authority of University staff and to comply with directives made in the performance of their duties;
  - d) Student is expected to comply with the Quiet and Courtesy Hours policy as posted on the University Housing website and in the residence halls;
  - e) Student is expected to comply with the Visitation policy as posted on the University Housing website;
  - f) Student is encouraged and may be required to complete a roommate agreement; and
  - g) A list of items that are not permitted in the Residence Halls is maintained on the University Housing website and the Student is expected to comply with restrictions as stated. Any changes to the list of prohibited items will be communicated to the Student electronically (via email and/or social media) and the Student may be given reasonable time to make corrections. Failure to remove a prohibited item within the appointed time may result in confiscation of the item as detailed in Article VI, Section 4 and disciplinary sanctions.
- 10) **Care and Maintenance of the Facilities –** The Student is expected to maintain their room, room furnishings and the shared living spaces in the residence halls in an orderly, safe and sanitary condition, including but not limited to the following:
  - a) **Keys and ID Cards –**
    - i) The Student is issued a room key at the time of occupancy at no charge. If a key is lost or stolen, the Student's account is billed \$45 for the cost of a new lock and key. When a room is vacated, it is the responsibility of the Student to return the key to University Housing staff and see that the check-out form is reviewed. Failure to return the room key upon check-out or withdrawal will result in a charge being placed on the Student's account for the cost of a new lock and key. The Student is not permitted to loan or give their room key to another individual, and the Student must keep their room key on them at all times.
    - ii) The University will issue the Student an identification (ID) card for use while enrolled at the University. The Student should keep their ID card on them at all times. Their ID card will be used to gain access to their assigned residence hall. The Student is not permitted to give or loan their ID card to another individual to gain access to a residence hall. University Housing staff are not responsible for giving hall access to any student who do not have their ID card on them.
  - b) **Paint Policy –** Painting and/or decorating of the residence halls (inside or outside the building) is not permitted; common area murals are allowed with prior approval and proper documentation.
  - c) **Maintenance –** Requests for maintenance repairs should be submitted via the University Housing website. Repairs made for damage beyond normal wear and tear may be billed to the Student (parts and labor costs). Maintenance services may be reduced during University holidays and prolonged breaks.
  - d) **Housekeeping –** The Student is expected to clean and maintain their living space. University personnel will provide housekeeping services in common areas such as lounges, hallways and common area bathrooms. Housekeeping services may be reduced during University holidays and prolonged breaks.
  - e) **Appliances –** The University reserves the right to impose reasonable requirements with respect to the use of appliances or equipment in the residence halls. See the University Housing website for a listing of approved and prohibited items.
  - f) **Surge protectors –** The use of multi-outlet extension cords in the residence halls is limited to only UL approved surge protectors with no more than 6 outlets, a heavy duty cord and 15 amp rating with attached circuit breaker switch. Additional information regarding multi-outlet extension cords can be found on the University Housing website.
- 11) **Damage Charges –**
  - a) **Room Condition –** The Student is responsible for loss of or damage to furnishings or equipment in the residence hall room to which they are assigned. The Student will be billed for the replacement or repair of any University property they damage or lose. At the time the Student occupies a room, a Resident Information Card

(RIC) must be completed. This form indicates the Student's responsibility for the room condition, furnishings, and room key. It includes an inspection report which must be checked and signed by both the Student and a staff member upon moving into the room and checking out. Any damages (beyond normal wear and tear) upon checkout will be charged to the Student and all charges will be placed on the Student's account. Students who officially withdraw are expected to vacate rooms, remove all personal belongings from rooms, and be officially checked out by the University Housing staff within 24 hours. Removal of window screens is prohibited. Removal of screens will result in applicable charges (minimum charge is \$45.00) to cover labor, materials, etc. This may also result in the Student being referred for disciplinary action.

- b) *Community Billing* - In public areas, including but not limited to lounges, hallways, kitchens, elevators and bathrooms, the replacement or repair costs for damages are assessed to an individual when responsibility can be determined. When individual responsibility for damages cannot be identified, the residents of a floor or entire hall are collectively responsible for the costs. Charges that are assessed will be placed on student accounts.
- 12) **Liability** - The Student party to this Contract shall indemnify and hold harmless Appalachian State 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 the Student as a result of negligence on the part of Appalachian State University Trustees, agents or employees, in the execution, performance or enforcement of this Contract, and any injuries or damages received or sustained by any third party 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 residence hall rooms, public areas, or elsewhere on the campus. The Student is encouraged to carry insurance of the Student's choice for protection against such losses and claims.

#### **Article VI – Safety, Security and Inspections**

- 1) **Security** – The University will make all reasonable efforts to provide a living environment that is safe and secure for all resident students. The Student is also responsible for contributing to the safety and security of the residence halls by:
- a) Securing room doors anytime they leave their room and at night while asleep,
  - b) Keeping their room key and ID card on them at all times and being prepared to present their ID to staff on request,
  - c) Only entering and exiting the residence halls through approved exits and entrances,
  - d) Utilizing their ID to enter the residence hall and only allowing themselves and their guests to enter with them; not allowing unknown individuals to follow or tailgate into the residence halls, and
  - e) Cooperate with University Housing staff and University Police officers in completion of their duties.
- 2) **Fire Safety and Other Safety Policies** –
- a) Firefighting, detection and alarm equipment is provided for the protection of all residents. Misuse of or tampering with this equipment is a violation of University regulations and state criminal statutes, and may result in any one or a combination of the following: immediate termination of this Contract, University disciplinary sanctions, and criminal fines and/or imprisonment.
  - b) The Student is required to vacate a residence hall when a fire alarm is activated or during other emergencies.
  - c) At no time will posting be permitted in emergency exit avenues (stairwells, exit routes/signs, elevators and exit doors).
  - d) No objects are to be thrown or dropped from balconies, roofs or windows.
  - e) No objects can be hung around the top two feet of the wall.
  - f) No objects can be hung from the ceilings.
  - g) Non-combustible, non-flammable or flame retardant materials must be used when decorating rooms. The quantity of decorations must not exceed 50% of any individual wall or area. Non-combustible materials in excess of the 50% allowance may not be used to cover/drape any area. Please note that the following decorative materials will not be permitted: cotton batting, dry/cut vegetation, moss, straw, hay, vines, leaves, twigs or other similar materials. Decorative light sets should not be anchored/taped or allowed to touch any metal items such as windows or door frames. Cords may not be run through doorways, under doors or across hallways. Decorative light sets or other electrical items should be unplugged whenever the area is unattended.
  - h) Propping corridor or stairway fire/smoke doors open, opening a secured outside door of a residence hall to allow access to a non-resident, improperly using or vandalizing elevators or circumventing other safety or security measures is prohibited.
  - i) Threats or acts of bodily harm are prohibited.
  - j) Blocking or obstructing corridors, breezeways or stairways are prohibited.
  - k) Unauthorized entry into an elevator shaft and/or riding on top of an elevator car is prohibited.
  - l) Over-occupancy of a residence hall room is prohibited. Each student assigned to a residence hall room may have a maximum of 3 guests occupy a residence hall room/suite/apartment.
  - m) All outdoor/indoor sport activities are prohibited in the residence halls including but not limited to throwing Frisbees, in-line skating, scooters, skateboards, hacky sacks, etc.
  - n) Sprinkler systems are for the Student's safety. Sprinkler heads are not to be used to hang anything, including clothing or decorative lights. The Student responsible for activating the fire alarm system by breaking the sensor or otherwise cannot hold the University liable for any related damages. The Student responsible may face disciplinary sanctions and be held financially responsible for damage to their personal belongings as well as the belongings of other residents, their guests, and the University.
  - o) Video surveillance cameras and recorders are installed at the entrances and exits of each residence hall. Footage may be used to determine responsible parties in the event of policy violations. If the Student is found to be tampering with video surveillance equipment or footage, the Student may face disciplinary sanctions and be financially responsible for damages.
- 3) **Right of Entry/Search and Seizure Policy** – Authorized personnel of the University have the right to enter and search the Student's room for safety, health and other administrative reasons related to the University's educational mission. University staff have the right to enter the Student's room without the Student present; reasons for room entry include but are not limited to:
- a) *Repairs* – Room entry will be made to make physical repairs or undertake other actions to eliminate conditions that pose a threat to the health and welfare of the residents; to make emergency repairs to prevent damage to property of the Student or the University or to make routine or custodial corrections.
  - b) *Welfare/Safety Checks* – University staff may enter the Student's room to investigate circumstances that provide cause to believe one or more resident's safety or welfare may be in jeopardy; or to investigate when the resident(s) may be unable to respond to a request to enter.
  - c) *Inspections* – University Housing staff will enter the Student's room at least once a semester to conduct health and safety inspections. Advance notice (at least 48 hours) will be given to the Student. Staff will be inspecting the room for overall cleanliness and adherence to the policies and guidelines laid out in this Contract and on the University Housing Website. If violations are found, the Student will be given written notification of the violation which will include a specified time frame to remedy the situation; failure to remedy the situation by the written deadline may result in confiscation of any prohibited items and/or disciplinary action.
  - d) *Other* – Authorized University personnel may enter the Student's room to provide services which may be a part of this Contract.
- 4) **Confiscation Policy** - If an item that violates this Contract or Code of Student Conduct is found in the Student's residence hall room, the Student will be documented and instructed to remove the item. If this item is not removed and found in any subsequent visits to the room during the academic year, the item will be confiscated and the Student may face additional disciplinary sanctions. The confiscated item will be stored at the University Housing warehouse for 30 days from the date of confiscation, and if it is not claimed by the 30th day, it will be disposed of without further notification. If drugs, weapons, alcohol, or other evidence of crime are found in the Student's

room, the incident will be documented and reported to ASU Police for investigation. University Housing staff will not confiscate drugs, drug paraphernalia, alcohol and/or weapons, but will contact the ASU Police to intervene.

- 5) **Solicitation Policy** - To protect the privacy, safety, and time of on-campus residents, solicitation in the residence halls is prohibited.
- a) *Door to Door Solicitation* - Individuals selling items door-to-door in the halls are violating University regulations. For the safety of residents and their belongings, the Student should immediately report anyone soliciting in the halls to a University Housing staff member or the University Police. Specific policies and procedures regarding appropriate solicitation are available through the Center for Student Involvement and Leadership. Non-University solicitation is not allowed in the residence halls.
  - b) *Operating a Business* – The Student may not operate a business or other commercial enterprise from their residence hall room or any other part of the campus without express written consent of the University.
  - c) *Distribution of Literature* - The University distinguishes between free printed material, the primary purpose of which is to inform or educate members of the University community, and printed material that is primarily commercial. The University reserves the right to limit or deny the distribution of material that is primarily commercial or is in some other way designed to solicit the purchase of goods, services or real property.
  - d) *Posting Information* – Posting of information by individuals other than University Housing staff is prohibited. Groups or organizations wishing to supply materials for posting in the residences halls must follow the guidelines on the University Housing website.

**Article VII – Additional Terms**

- 1) **Private Property** – The residence halls are considered private property, reserved for the exclusive use of residents, invited guests and authorized University personnel only.
- 2) **Changes in policies** – The living and studying conditions of an educational institution are unique and may require adjustment from time to time for the mutual benefit of the University and the residents. University Housing may make changes in official administrative policies as deemed necessary in the interest of health, safety, discipline of residents or University employees or for educational purposes. Notifications of changes to these policies will be communicated to the Student via postings in the residence halls, electronic mail and/or other electronic media as available.
- 3) **Location of additional policy information** – Detailed information on University Housing policies and procedures outlined in this Contract can be found on the University Housing website. Information regarding campus policies can be found in the University’s Policy Manual at [http://policy.appstate.edu/Policy\\_Manual](http://policy.appstate.edu/Policy_Manual). In addition, the University’s Code of Student Conduct and Academic Integrity is available at <http://studentconduct.appstate.edu>.
- 4) **Contract Violations** – Violations of any of the provisions in this Contract, the Code of Student Conduct or other official University policies will be considered a violation of this Contract and may be referred to appropriate University personnel for disciplinary action. Students in violation of local, state or federal law may face criminal investigation and prosecution by local law enforcement as well as University disciplinary sanctions.
- 5) **Changes in terms** – This instrument and all addenda thereto, constitutes the complete agreement between the parties and no modification or amendment thereof shall be binding unless it is reduced to writing and signed by both parties and attached hereto.
- 6) **Exceptions** – The Student may request an exception to any provision of this Contract and/or may appeal any fee charged by University Housing. To request an exception, the Student must submit a written petition to the Director of University Housing or his/her designee explaining the reason(s) for the request.
- 7) **Governing Law** – This Contract shall be governed, construed and enforced by the laws of the State of North Carolina (excluding any conflict of laws provisions of the State of North Carolina which would refer to and apply the substantive laws of another jurisdiction). Any suit or proceeding shall be brought in the courts located in North Carolina.
- 8) **Entire Agreement** - This Contract states the entire agreement between the parties to this Contract as of the date of the final signature with respect to the subject matter of this Contract and supersedes any previous written or oral representations, statements, negotiations, or agreements.

My signature acknowledges that I have read, understand, and agree to abide by all terms and conditions of the Residence Hall License Contract.

Student Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Banner ID: \_\_\_\_\_

If the Student is under the age of legal majority (18 years) at the time of signature:

Parent/Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_