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 or both summer session(s). 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 summer session. 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 session. If the Student enters into this contract for summer session II only, the Student is obligated to this contract through the final closing of the residence halls for summer session II. 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 break between spring semester and first summer session.

2) Eligibility and requirements – To qualify for on-campus housing, the Student must be currently enrolled, taking at least one summer session class, and have paid all applicable charges related to on-campus housing.

3) 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, the Code of Student Conduct & Academic Integrity (the “Code of Student Conduct”), and University Housing policies. 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.

4) Space availability –
   a) Spaces in the summer residence hall are reserved for students who are enrolled in classes for the summer session. Assignments are made in date of application order until all available spaces are filled and students are encouraged to apply as early as possible;
   b) Students may apply for one or both summer sessions, applying for the first summer session does not guarantee or obligate a student to live in the summer residence hall for the second session, it is the responsibility of the student to apply for each summer session as needed and inform University Housing of any changes to their summer plans;
   c) Private room offers are valid for space available basis and the student will be billed an additional charge if they elect to have a private room. Private room offers are valid for first summer session only. Students offered a private room for the first summer session, may not be able to maintain the private room for the second summer session.

5) Re-Application Required for Renewal – 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.

6) 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, sex, gender identity and expression, political affiliation, age, disability, veteran status, or sexual orientation. The University actively promotes diversity among students and employees.

7) 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 summer session 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 may be 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. The Student is expected to pay the rate that is approved for the summer sessions.

3) Meal Plans – All students living in the residence halls are required to participate in one of the University’s meal plans each summer session. 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/.

4) Damages - Additional charges may be assessed for a lock recombination or replacement, vandalism and/or any room damages either during the term of this Contract or at move out. 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.

Article III. Contract Cancellation

1) Contract cancellation prior to start of the summer session – The University is incurring an administrative expense to hold a space for the Student. If a student has been assigned a space on campus and decides to cancel the space prior to the start of the summer session to live off campus, the Student will be charged a $75 cancellation fee to cover administrative costs.

2) 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.

3) 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. 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.

4) 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 (Failure to occupy the space does not automatically result in contract cancellation if the student has signed the housing contract and remains an enrolled student at Appalachian State University.)

f) The Student’s continued disruption to any residence hall community by behaving in a way that is not conducive to group living and/or has a negative effect on other students in the community.

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 utilities which shall be included in the fee charged on this Contract as follows: electricity, sewer, water, internet and basic cable TV service. Student

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

Article V. Obligations of the Student

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

1) 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

2) Conduct inspections at least once each session for the following:

a) Health and Safety Inspections – Inspections shall be conducted at least once each session by University Housing staff. University Housing will notify

h) The Student’s continued disruption to any residence hall community by behaving in a way that is not conducive to group living and/or has a negative

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. 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) Appeals – The Student may appeal any fee charged by University Housing. To appeal any charge, 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: ________________________________________________________________