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 made, guarantees a space (subject to reassignment) on the campus of Appalachian State University.

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 acknowledging having read and agreeing 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 Contract.

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 (1) the Student is moving to a new assignment for the Spring Semester; (2) the Student will not be enrolled at Appalachian in the spring semester, or (3) as otherwise indicated by University Housing, in its sole discretion.

2) Residency Requirement and Exceptions –
   a) All students who are either (1) classified by University Admissions as a freshman; or (2) any student who enrolls at Appalachian who earned a diploma from a high school, early college or middle college less than twelve (12) months prior to enrollment as a degree-seeking student at Appalachian are required to live in a residence hall unless an exemption is granted by University Housing.
   b) Exemptions may be granted, at the University’s sole discretion, for the following reasons:
      i) Student lives at the permanent address of a parent or legal guardian within a 30-mile commuting distance;
      ii) Student lives at the permanent address of a parent or legal guardian while taking online courses;
      iii) Student is married and maintaining a residence with a spouse;
      iv) Student is a parent and maintaining a residence with their children;
      v) Student is 25 years of age or older; or
      vi) Student is a military veteran.
   c) Exemption requests must be submitted in writing using the form provided at appstate.starrezhousing.com/starrezportal 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 as an undergraduate or University affiliated non-degree program student 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 but retains more than 3 credit hours, they will not be automatically released from their contract obligations and may 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) Space availability –
   a) Freshmen: Spaces in the residence halls are reserved and guaranteed to students who are classified as new, incoming freshmen. Assignments are made on the order of application date, therefore students are encouraged to apply as early as possible. Late admits or applicants may be placed in temporary housing.
   b) Continuing students: Continuing 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. Continuing 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 may be offered spaces based on their date of application until all available spaces are filled. On-campus housing is not guaranteed for continuing students, regardless of their credit hours earned.
   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.

5) Re-application Required for Renewal – This Contract is only for the term(s) indicated. Creation of any contract for future academic term(s) 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, activities, resources, 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 – Students without roommates may be required to move in together (consolidate). University Housing maintains the right to assign, re-assign and/or adjust the occupancy of rooms at any time for any reason related to institutional interests, in the University's sole discretion. If at any time a vacancy exists in the room in which the Student is assigned, the room must be ready for occupancy by another Student at all times.

Article II. Payment/Contract Fees

1) Billing – Student will be billed for the following fees through their Student Accounts: (a) housing and meal plan fees on a semester basis; (b) cancellation fees, once the cancellation has been processed; (c) any damage charges, if assessed, 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 required to pay the rate that is approved for the academic year.
Article IV. Obligations of the University

1) 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, but are not limited to, any illegal items, fire safety issues, unsanitary conditions or damages. If a violation is observed, those violations are documented and appropriate actions will be taken and/or charges will be assessed to the Student’s account. University Housing staff reserve the right to enter the room with or without the Student being present for these inspections.

2) 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 for the cost of cleaning the affected areas. University Housing staff reserve 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
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 all University policies, including but not limited to University Housing policies. Failure to abide by the listed policies may result in disciplinary sanctions, removal from the residence hall or termination of this Contract. Residence Hall policies are posted on the University Housing website (http://housing.appstate.edu/policies). The Student is expected to know and abide by all University policies, including University Housing specific policies.

2) Public Health - Students must follow University isolation and quarantine procedures, including relocation to a designated building for self-quarantine and/or isolation until they meet the applicable CDC or other public health and University requirements for release if they test positive for any communicable disease. Students may be required to move to another quarantine/isolation space if they have been exposed to someone who has tested positive for a communicable disease, and may be required to remain in this space for appropriate quarantine, as established by CDC guidelines and other applicable public health and University requirements. Students may need to be tested if they become symptomatic and agree to self-isolate until test results are known. Students agree to the communicable disease testing protocol established by the University, including periodic community wide testing as may be required by the University now or at a future date. Students understand that the policies of University Housing may be modified as a result of any communicable disease and students agree to follow directives and instructions from University Housing staff designed to protect the public health and safety of the campus community. Students will take reasonable precautions and minimize travel and contact with people outside of the residence hall in an effort to curtail the spread/exposure of communicable disease on campus. Students will adhere to local, state, and federal recommendations and guidelines regarding any communicable diseases.

3) Liability - The Student shall indemnify and hold harmless Appalachian State University and its trustees, agents, employees, representatives and volunteers for any and 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 the University or 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 party or to the Student 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 VII – Additional Terms
1) Private Property – The residence halls are considered private property and as such are 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 any changes in official administrative policies as deemed necessary in its sole discretion. 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. Students shall adhere to all listed policies at all times during the term of this Contract. Any failure of a student to adhere to such policies may result in disciplinary action, removal from housing or termination of this Contract.

4) Third Party Owned Housing – Thunder Hill Hall and Laurel Creek Hall (a “Third Party Owned Facility”) are owned by Beyond Boone, LLC (the “Company”), and operated and managed by the University as its agent for the Company. If you are assigned to a Third Party Owned Facility, you are entering into this Housing Agreement with the University as agent for the Company, and you hereby acknowledge that this Housing Agreement has been assigned by the Company in favor of Wilmington Trust, National Association, its successor and assigns (the “Trustee”). In the future and during the term of this Contract, you may be required to follow the instructions of the Trustee, its designee or subsequent owner from time to time upon the terms set forth in such Contract.

5) 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.

6) Change in tenancy – 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 an authorized representative of both parties.

7) 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.

8) 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). Students irrevocably agree to the jurisdiction of the courts located within the State of North Carolina and any suit or proceeding shall be brought in the state or federal courts located within the State of North Carolina.

9) 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 this Residence Hall License Contract.

Student Signature: ___________________________ Date: ___________________________

Printed Name: ___________________________

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

Parent/Guardian Signature: ___________________________ Date: ___________________________

Printed Name: ___________________________