

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 or unless they are enrolled in an online only academic program.
- 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 is married and maintaining a residence with a spouse;
 - iii) Student is a parent and maintaining a residence with their children;
 - iv) Student is 25 years of age or older; or
 - v) Student is a military veteran.
 - vi) Student is enrolled in an App State Online program.
 - vii) Student is in a degree seeking program at the Hickory campus.
- c) Exemption requests must be submitted prior to when occupancy is scheduled to begin and electronically at appstate.starrezhousing.com/starrezportal using the form provided at housing.appstate.edu with required documentation to support the request. First year students 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, 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) *First Year Students*: Spaces in the residence halls are reserved and guaranteed to students who are classified as new, incoming first year students. 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) *Transfer Students*: 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. Any Transfer 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 or unless they are enrolled in an online only academic program.

d) *Readmitted students*: Readmitted 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 readmitted students, regardless of their credit hours earned.

e) *Spring Term Admitted students*: 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. Spring admitted students are not required or guaranteed on-campus housing the following fall semester, regardless of their credit hours earned.

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. Spring semester admitted students are not guaranteed on-campus housing for the following fall semester.

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. Students will be charged additional pro-rated fees for additional nights outside of the published move-in and move-out dates.

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 assigned to on-campus apartment units with in-suite kitchens are exempt from the meal plan requirement. Additional information on meal plan options can be found on the Campus Dining website; <https://dining.appstate.edu/>

4) **Damages** – Students shall be responsible for any damages that occur to their residence hall or its furnishings, if applicable, while they are assigned to the room. 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 after move out in accordance with Section (1) above. Any belongings mistakenly 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. On-campus storage is not available for residential students.

Article III. Contract Cancellation

1) Contract cancellation prior to start of the academic year (First Year Students)–

a) *First Year Students* – New first year students 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/Continuing Students/New Non-degree seeking students* – The University is incurring an administrative expense to hold a space for the Student. If a student decides to cancel after executing this agreement, here are the associated fees:

Date	Cost
Prior to June 1st	\$500

June 1st through July 15th	\$1,000
After July 15th	Full term amount of the contract
*Requests for cancellations must be made in writing to housing@appstate.edu.	

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 this Contract. 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) Contract cancellation within two business days - Students who request to cancel their contract within two business days after executing this agreement may avoid a cancellation fee. Requests for cancellations must be made in writing.

3) **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.

4) **Contract cancellation after occupancy is scheduled to begin** - Notwithstanding an official withdrawal, Students are not permitted to cancel this Contract at any time during the term of the Contract. Any Student who attempts to cancel during the term of this Contract shall remain liable for the full amount of housing charges for the entire term of this Contract.

5) **Contract cancellation for official withdrawals from the University during the Term of the Contract** – Students who are planning to withdraw from the University after the academic year begins 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 prorated housing refund based on the date they check out of their residence hall.

6) **Contract cancellation at the end of the Fall Semester** - Student may only request a release from this Contract at the end of the fall semester without penalty for one of the following reasons: (a) graduation, (b) official withdrawal from the University, (c) marriage, (d) engagement in a study abroad activity through the Office of International Education and Development, (e) University approved student teaching/internship outside Watauga County, or (f) enrollment in an App State Online Program. All requests must be submitted in writing, with supporting documentation from the appropriate office or government entity prior to December 1.

7) **Termination without cause by the University** – The University maintains the right to terminate this Contract at any time, with or without cause. In the event of any termination without cause, the University will provide Student with a prorated refund of any prepaid housing fees.

8) **Termination with cause by the University** – The University reserves the right to terminate this Contract at any time for good cause. Examples of good cause, include, but are not limited to, the following:

- a) A change in the Student's status, including academic or disciplinary suspension or expulsion;
- b) The Student's repeated failure to keep a roommate in a double or triple room;
- c) 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.
- d) 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.)
- e) The Student's 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.
- f) The Student is not enrolled as an undergraduate or University affiliated non-degree program student full-time (12 or more credit hours) by July 15th.
- g) 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 their 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. In the event this Contract is terminated by the University for cause, the Student will remain liable for the entire amount of the housing charges for the full term of Contract.

Article IV. Obligations of the University

- 1) Provide the following utilities, which are included in the housing fees: electricity, sewer, water, and internet. The 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 as promptly as possible, 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, maintenance or safety.
- 2) Provide the following furnishings in each residence hall: a twin-size bed with mattress, chest of drawers, a desk and a chair. Additional furniture may be provided in the kitchens, living rooms, and common spaces. 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 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) **Right of Entry/Search & Seizure** - 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 prior notice or the Student present. Additional information can be found in the Housing Policies under Safety, Security, and Inspections.
- 3) **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.
- 4) **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.
- 5) **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.
- 6) **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.
- 7) **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 an authorized representative of both parties.
- 8) **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 their designee explaining the reason(s) for the request.
- 9) **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.

10) **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.