

RESIDENCE HALL LICENSE CONTRACT 2007-2008 AGREEMENT

PLEASE READ THIS DOCUMENT CAREFULLY

After you have read and agree to the terms stated in this Residence Hall License Contract, you must fill out and sign the Residence Hall License Contract and Preference Form. Mail this material in the envelope provided. Should you have any questions, please contact the Department of Housing & Residence Life at (828) 262-2278.

THIS AGREEMENT WHICH INCORPORATES BY REFERENCE ALL PROVISIONS OF THE FORGOING, RESIDENCE HALL LICENSE CONTRACT BOOKLET, IS A BINDING LEGAL AGREEMENT. THIS AGREEMENT DETAILS A SET OF TERMS AND CONDITIONS THAT YOU, THE STUDENT, MUST FOLLOW. ADDITIONALLY, THIS LICENSE CONTRACT GIVES THE STUDENT PERMISSION TO USE HOUSING SPACE AND ONCE AN ASSIGNMENT IS POSSIBLE, IS A GUARANTEE OF A SPACE (SUBJECT TO REASSIGNMENT) IN A RESIDENCE HALL ON CAMPUS. **THIS LICENSE CONTRACT IS FOR BOTH SEMESTERS OF THE ACADEMIC YEAR.**

I. Contract Period: This contract obligates the student to live in the residence hall as a secondary, temporary residence as long as the student is enrolled for the entire academic year (fall and spring semesters). **The room is to be vacated no later than 24 hours after your last examination or 6 p.m. on the last day of the semester, whichever comes first.** If the student enters into this contract for the spring semester only, the student is obligated to perform on 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 academic calendar in accordance with a schedule published and approved by the Chancellor. The University reserves the right to modify this schedule in accordance with officially announced changes in the University calendar.

Unless notified otherwise, residence halls will be closed during the Winter Break (between fall and spring semesters). When residence halls are closed for breaks, students will be required to vacate their rooms; belongings may remain in the rooms.

II. Residence Halls Covered By This Contract: All residence halls are covered by this contract.

III. Eligibility: To qualify for on-campus housing a student must be currently enrolled, be a full-time degree seeking student and have paid all applicable charges related to on-campus housing. If a student falls below full-time student status, s/he may be asked to petition Housing & Residence Life to remain on campus. Petitions will be decided on a case-by-case basis. Dropping below full-time status will not automatically release a student from this contract.

IV. Renewal Option: This contract is only for the term(s) indicated. Creation of any license contracts for future academic years is contingent upon space availability and approval of a new application according to the procedures published by the Department of Housing & Residence Life.

V. Acceptance Of This Contract: All new incoming students (freshmen) are required to live in the residence halls unless an exception is granted by the Department of Housing & Residence Life. Exceptions include those students living with parents or guardians within a reasonable commuting distance, married students, students who are single parents or students who are military veterans. Students who fall into one of these categories of exempt status and who request an assignment are bound by the contract once an assignment has been made. All students wishing to live in a residence hall must read and sign this document and return the Residence Hall License Contract. **The signature of the student on his/her license contract/application signifies that the student has read the contract and agrees to abide by all conditions, terms and policies specified in this contract and Code of Student Conduct & Academic Integrity, binds the student to this contract upon acceptance by the Department of Housing & Residence Life.** The license contract/application will be retained in the Department of Housing & Residence Life. A copy of these application materials can be obtained upon request from the Department of Housing & Residence Life.

VI. A. Hall Assignment: New incoming freshmen are guaranteed on-campus housing and are required to live on campus. Space for freshmen is reserved. Returning students have the opportunity to reapply for housing the January and February prior to the next term of housing. Transfer students are assigned next, if space is available (see Who Receives Housing Section pg. 3). Finally, returning students who applied late and did not meet published deadlines and off-campus students who want campus housing are placed in any remaining available space. When all vacancies are filled, a waiting list is established on the basis of the date a student's application is received by the Department of Housing & Residence Life.

B. Occupancy: A room must be occupied only by the person(s) properly assigned to the room. Occupancy is defined by issuance by the Department of Housing & Residence Life of a key to the student for a specified room and does not require actual physical presence by the student and his/her possessions. Students must present a picture ID when they check into a residence hall room. Room assignments are not transferable and occupancy by a student or other person without authorization from the Department of Housing & Residence Life is not permitted. **Room changes are not permitted during the first two weeks of classes of fall and spring semesters.** This freeze period allows the Department of Housing & Residence Life to identify no-shows and stabilize occupancy records. An opportunity to change rooms will begin approximately two weeks after the beginning of the semester. If a student completes an unauthorized room change, that student will be required to return to his/her originally assigned space; he/she may be denied the opportunity to participate in any other room changes for the academic year and will be assessed a \$25 administrative charge.

C. Consolidations: If vacancies exist in a residence hall within the same floor to which a student is assigned, residents without roommates may be required to move in together (consolidate). **The Department of Housing & Residence Life may assign, re-assign, and adjust the occupancy of rooms at any time.**

D. Non-Discrimination Policy: The University prohibits discrimination on the basis of religion, race, age, sex, veteran status, color, disability, sexual orientation or national origin in the licensing of rooms and in the assignment of persons as roommates.

VII. License Fee: The term of this contract is two semesters unless this contract is expressly approved by the Director of Housing & Residence Life or his/her designee for the spring semester only. The license fee is paid on a semester basis. A payment plan is available through the University Business Affairs Office. If a student requests single occupancy of a room, and it is available, the fee for this space is computed at a rate of one and one-half the cost of a regular space.

2007-2008 Housing Rates

	<i>Per Year</i>
Standard (all other halls not listed below)	\$3,250.00
Newland/LLC/Doughton/White/Lovill/Hoey	\$3,550.00
Appalachian Heights	\$3,650.00
Appalachian Panhellenic Hall	\$4,150.00
Winkler (Private Bedrooms)	\$4,800.00

Advance Housing Payments for New Students: New incoming freshmen and transfer students must pay a non-refundable advance payment to reserve a space in a residence hall. Thus, when the Department of Housing & Residence Life is unable to make an on-campus housing assignment for a transfer applicant on or before July 15, then the advance payment will be applied to the student's account. This non-refundable advance housing payment is in addition to the non-refundable advance payment required for tuition. The balance of payment for the residence hall housing fee is due at the beginning of each semester of occupancy. For new students requesting a room in the spring semester, the housing fee consists of one payment in full made at the beginning of the semester.

Advance Housing Payments for Continuing Students: Students who are continuing at the University after the first year may request on-campus housing under the conditions specified in this contract. Continuing students requesting a room assignment are required to make a non-refundable/non-transferable advance payment at the time of requesting an on-campus room assignment. The balance due for the initial semester of occupancy is billed to the student at the same time he or she receives a statement of tuition and other fees. In all cases, students are required to have their housing fees paid no later than the first day of registration for each semester in which they will occupy a residence hall room.

2007-2008 Meal Options: As a condition of living in a University residence hall, students are required to participate in one of the University's meal options each semester. Residents of Appalachian Heights are

exempt from this requirement. The four options the University has available are as follows:

Option #2 – Low	\$730.00/semester
Option #1 – Standard	\$970.00/semester
Option #0 – High	\$1,125.00/semester
Option #8 – Super	\$1,370.00/semester

Freshmen must choose the Standard or High meal option. The Low Option is available to all but first-year freshmen. All meal options are based on an a la carte service (priced separately) so that students have control over spending. Individual meal patterns will determine the most appropriate option for each student. Meal accounts may be used in all Appalachian Food Service operations, University vending machines, The Market, and Crossroads Coffeehouse.

If a student does not select one of these meal options, he or she will be charged for the standard meal option. The cost for the meal option is in addition to the fee charged for living in a residence hall.

The University reserves the right to alter the charge for a residence hall room or the cost of a meal option from year to year upon approval by authorized University officials and with notification in appropriate University publications.

Refund Policy: (See section XVIII for information about refunds.)

VIII. Residence Hall Facilities Policies: The residence halls are considered private property, reserved for the exclusive use of resident students, invited guests and authorized University personnel. Residents are responsible for abiding by all University and residence hall policies and for informing their invited guests of said policies. Residents are held responsible for the behavior of their guests and all activities originating from their assigned rooms. Violations of any of the provisions in this license contract or those outlined in the Student Handbook (located at www.csil.appstate.edu), the Code of Student Conduct, (located at www.studentconduct.appstate.edu), or other official University policies, all of which documents are incorporated herein by reference, will be considered a violation of the license contract, may be referred to appropriate University personnel for disciplinary action, and also may be referred to law enforcement officers for investigation and prosecution under applicable criminal laws.

A. Student Rooms/Furnishings: (1) Any room furnishing added by a student must be free standing. (2) No part of one's personal furnishings may be attached, wedged or secured in any manner to the ceiling, floor, or walls of the room. (3) No item may be located so as to obstruct direct access to the door or windows so that evacuation is hindered. (4) No room furnishings may be altered from their intended design or removed from the room by the student or his/her guest(s). (5) **No bed lofts are permitted.** (6) No common area furniture may be taken from the lounges or other areas and placed in student rooms or moved to other locations. (7) No personal property may be stored in a public area (lobby, lounge, bath, etc.) (8) Residents may not perform or modify their own repairs of residence hall furnishings or equipment.

B. Appliances/Equipment: Residence halls have varying design and construction. The University reserves the right to impose reasonable requirements with respect to the use of appliances or equipment in the residence halls. Some examples of items **NOT** permitted in the residence halls are listed below; however, this list is not all-inclusive.

1. Extension cords and multiplug adapters
2. Any appliance exceeding 1200 watts
3. Power tools (i.e., drills, saws, sanders, etc.)
4. Refrigerators with internal dimensions larger than 5.0 cubic feet (each resident may have one small refrigerator)
5. Nails
6. Air conditioners, ceiling fans, washing machines, freezers, or other high voltage equipment
7. Lofts (These are against University Housing regulations)
8. Pets other than fish (10 gallon tank limit)
9. Guns, rifles, pistols, other firearms of any kind, dynamite cartridges, bombs, grenades, mines, or powerful explosives (it is a felony to possess a weapon on campus) [N.C.G.S. §14-269.2(b) and (b1)]
10. BB guns (including airsoft guns), stun guns, air rifles and pistols (including paint guns), knives of any kind, slingshots, leaded canes, blackjacks, metallic knuckles, razors and razor blades (except

solely for personal shaving), fireworks, or any sharp-pointed or edged instruments (except instructional supplies, unaltered nail files and clips and tools used solely for preparation of food, instruction, and maintenance) (It is a class 1 misdemeanor to possess these items on campus) [N.C.G.S. §14-269.2(d)]

11. Mopeds, motorbikes, motorcycles
12. Waterbeds, electric blankets, personal mattress
13. Hot plates, toaster ovens, deep fat fryers, George Foreman Grills, electric grills, microwaves (University leased MicroFridges® are the only microwaves permitted in student rooms), lit open flames (candles/incense), combustibles, open coil appliances
14. Kerosene heaters or electric heaters, open flame self-igniting or explosive apparatus
15. Halogen lamps and lava lamps
16. Candles/Incense
17. Toasters (unless in kitchen area)
18. Coffee Makers (unless in kitchen area)

C. Inspections:

Health and Safety: Inspections are done twice each semester by Department of Housing & Residence Life staff. The Department of Housing & Residence Life will notify the students 48 hours in advance of the inspections. The staff is looking for violations using mandatory guidelines set by Appalachian State University. Some examples are: improper appliances, improper cinder block usage, 13 sq. ft. wall coverage, and unsanitary conditions, etc. If violations exist, they are documented and appropriate actions will be taken and/or charges will be assessed to the student's account.

Extension Cords/Surge Protectors: Only "power strips" that meet the following specifications are to be used: UL approved, maximum 6 outlets, heavy duty cord, 15 AMP rating with attached circuit breaker switch. Note: The use of drop cords, extension cords, or "power strips" are prohibited in lounge areas, corridors, or other open areas.

Other safety measures to follow include:

1. Adapter plug ends should not be used at any time.
2. Electrical cords should be checked periodically. Replace frayed, worn plug ends or cords as needed. Look for UL ratings on all appliances prior to use.
3. "Power strips" should not be used in conjunction with portable refrigerators.
4. Keep approved "power strips" away from primary travel areas within residence hall rooms.

Kitchen and Bath: Inspections are done once each semester to determine a consistent standard of cleanliness using mandatory guidelines set by Appalachian State University. The Department of Housing & Residence Life will notify students at least two weeks prior to the inspection. If areas affected do not pass inspection, notice will be left and students will have two weeks to re-clean area(s). At that time, the 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. Staff does have the right to enter areas for inspection with or without the student being present. Buildings affected by these inspections are: Appalachian Heights, Appalachian Panhellenic Hall, Coffey Hall, LLC, Newland Hall, and Winkler Hall.

D. Cinder Blocks/Bunk Bed Extenders/Bunked Beds: The use of cinder blocks, bed extenders and other similar rigid devices in residence hall rooms to raise frames in order to create additional storage space for person belongings is permitted under the following circumstances. For all units: maximum raising of bed is 8" and cinder blocks/bed raisers cannot be used when beds are in bunked position. Also note that cinder blocks or bed raisers cannot be used in Doughton, Hoey, Living Learning Center, Lovill, White, and Winkler residence halls. (1) Cinder Blocks: (a) use of the cinder block (maximum 16"high) in horizontal position located under each bed support; (b) addition of a 2" x 2" x 4" solid wood support positioned horizontally atop cinder block to provide necessary support; (2) Bunk Bed Extenders: (a) cannot be used in conjunction with cinder blocks or bed raisers as beds cannot be in bunked position with these devices. In addition, students accept liability for any/all damages to persons (including themselves), and property (personal and university) as a result of the use of said devices.

E. Pets: Possession of pets of any kind in any University hall is prohibited, with the exception of animals biologically classified as osteichthyes that are maintained in a ten-gallon or less fish tank.

IX. Community Policies: Because the residence halls comprise a unique community living situation, policies that provide for the health, safety and security needs of all residents are a necessity. These policies foster a cooperative living environment and prohibit behaviors which adversely affect the residence hall community.

A. Rights of Others: In order to maintain the academic atmosphere of the residence halls,

students are expected to conduct themselves in a considerate manner with regard to the rights, safety and needs of others. Conduct such as abusive behavior and/or harassment of another person may constitute a violation of the Code of Student Conduct and/or may be considered "hazing" under North Carolina General Statutes §14-36. Students are expected to recognize and respect the authority of University staff and to comply with directives made in the performance of their duties.

B. Fire Safety and Other Safety Issues: (1) Fire fighting, 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 license contract, University disciplinary action, and criminal fines and/or imprisonment. (2) Students are required by State law to evacuate a residence hall when a fire alarm is activated or during other emergencies. (3) No objects are to be thrown or dropped from balconies, rooves, window blinds, or windows. (4) No objects may be hung from the ceiling. (5) No more than 13 sq. ft. of each wall per residence room may be covered. (6) Propping open corridor or stairway fire/smoke doors, 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. (7) Threats or acts of bodily harm are prohibited. (8) Blocking or obstructing corridors, breezeways or stairways is prohibited. (9) Unauthorized entry into an elevator shaft and/or riding on top of an elevator car is prohibited. (10) Eight people maximum occupancy per traditional residence hall room, eleven people per suite/apartment, ten per suite/apartment in Appalachian Panhellenic Hall. (11) All outdoor/indoor sport activities are prohibited in the residence halls including but not limited to throwing Frisbee's, in-line skating, etc.

Sprinkler systems are for the students' safety. Do **NOT** use the sprinkler head to hang ANYTHING, including a clothes hanger. Doing so will break the sensor mechanism causing the fire alarm to activate and water to disperse throughout the area. A student responsible for activating the fire alarm system by breaking the sensor or otherwise, cannot hold Appalachian State University liable for any related damages. The student could be charged for any and all damages. Sprinkler heads are recognized by a yellow warning sticker placed next to the sprinkler head.

C. Alcohol: In accordance with State law and University regulations, only persons 21 years of age or older are permitted to consume alcoholic beverages in their own residence hall rooms or in residence hall rooms where they are invited guests of residents 21 years of age and over. It is also unlawful for any person to buy alcoholic beverages for or furnish them for any purpose to anyone under the legal drinking age. 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. The public display of open alcoholic beverages is not permitted on University property unless otherwise approved in writing by the University. Common containers and/or paraphernalia including, but not limited to, kegs, beer balls, beer bongs, and funnels are not permitted on University property. **Alcoholic beverage container collections are not permitted in residence hall rooms.**

Excessive drinking and intoxication will not be tolerated. Members of the University community will be held fully responsible for their behavior while under the influence of alcohol. Sanctions for alcohol related offenses include: parental notification, fees, alcohol education courses, general or specific probation, and/or suspension. Loss of control due to intoxication in no way excuses or justifies violation of state law, University regulations, or the rights of others.

D. Drugs: The University prohibits the manufacturing, possessing, selling, transmitting, or using any illegal drug, controlled substances, or drug paraphernalia on University premises or at University sponsored events. The University prohibits participation in or being an accessory to any of the above acts. University staff and the University Police Department strictly enforce this provision. Students found in violation risk expulsion or suspension from the university, parental notification, drug testing, fees and educational sanctions. Please refer to the Code of Student Conduct to read the full regulations and sanctions for violations.

E. Smoking: A SMOKE-FREE LIVING ENVIRONMENT is available in all residence halls. Smoking is prohibited in all public areas of all residence halls. These areas include elevators, kitchens, lobbies, bathrooms, hallways, stairwells and entrances. No smoking is permitted within twenty (20) feet of any residence hall entrance, exit, window, or air intake system.

F. Quiet and Courtesy Hours: (Sunday-Thursday 10pm-8am, Friday-Saturday midnight-10am) Students shall observe and respect the rights of other students occupying University housing. Students will avoid excessive noise levels and will observe quiet hours for study established in each residence hall. All persons who are present in the residence halls will observe quiet hours as designated by each residence hall. At all times, residents need to be considerate of others' needs and respect the rights of others by being aware of the noise level on the hall. At no time should there be an excessive amount of noise that will disrupt others. As an informal rule, noise that can be heard beyond two doors

down from your room is likely excessive and potentially bothering other residents in the building. Beginning with the evening prior to reading day through the conclusion of examinations, 24-hour quiet hours will be in effect. Violations of the quiet-hour policy may result in a referral to the Office of Student Conduct.

G. Visitation: The University permits visitation of guests in a student's residence hall room at certain times and under certain conditions. All non-residents of a particular residence hall must be escorted by a current resident of that residence hall whenever present in the building. Guests are permitted if the residents of the room are agreeable to having guests. Students of either gender are allowed access to the kitchen areas in their building of residency, even if those areas reside on floors occupied by the opposite gender. Students of either gender are also allowed access to hall staff as needed. Hosts of unescorted residents may be held responsible for their unescorted guest's conduct. Guests must be escorted into and out of the building. The host must remain with the guest at all times while in rooms, public areas, TV lounges, hallways, etc. Though guests are permitted, residents are responsible for any acts or activities that take place in your residence hall room. See the guest policy for further information about your responsibilities as a host. Hall staff is allowed access to the entire building as necessary to perform their duties.

- The residents of the room are agreeable to having the guests.
- The resident(s) are responsible for the behavior/actions of the guest.
- Guests must be escorted at all times!
- Guests may not stay in a residence hall room more than 7 nights per semester
- Guests of the opposite gender may only use the bathroom(s) designated for their gender.
- Though guests are permitted you are responsible for any acts or activities that take place in your residence hall room.
- Persons who are not residents may be asked to leave the hall, unless they are able to demonstrate that they are guests of residents or are carrying out University business.
- As a responsible roommate, it is not appropriate to engage in any activity that would deny your roommate access to the room.

H. Solicitation Policy: To protect the privacy, safety, and time of on-campus residents, door-to-door solicitation in the residence halls is prohibited. Individuals selling items door-to-door in the halls are violating University regulations. For the safety of fellow residents and their belongings, please immediately report anyone soliciting in the halls to a Residence Life staff member or the University Police. Specific policies and procedures regarding appropriate solicitation are available through the Center for Student Involvement and Leadership. No non-University solicitation is allowed in the residence halls. No student may operate a business or other commercial enterprise from his or her residence hall room or any other part of the campus without express written consent of the University.

I. Posting Information:

- Posting of information by individuals other than the staff of the residence hall or employees of Housing & Residence Life is prohibited.
- Students, student organizations, and other University affiliated groups wishing to post or distribute free printed material in the residence halls should contact Housing & Residence Life at 262-2160.
- Distribution of commercial materials and materials from non-ASU affiliated groups or individuals is not permitted in residence halls.
- All printed material distributed must bear the name of the organization or individual on whose behalf the material is being distributed.
- At no time will posting be permitted in emergency exit avenues (stairwells, exit routes/signs, elevators, exit doors).

- No items may be hung, taped, or displayed in hallways or corridors (other than items on bulletin boards and 10% of individual room doors).
- All Fire Alarm equipment (pull stations, extinguishers, smoke/heat detectors, etc.) must remain clear/visible and accessible at all times.
- Non-combustible, non-flammable or flame retardant materials should be utilized if possible. If combustible materials are used, the quantity of decorations placed in the lounge area must not exceed 10% of any individual wall or area. Paper, plastic, cloth or other combustible materials in excess of the 10% 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 metal items such as window 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.

J. 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.

K. Other: The living and studying conditions at an educational institution are unique and must be adjusted from time to time for the mutual benefit of the University and all of its students. Therefore, the Department of Housing & Residence Life may make changes in official administrative policies as deemed necessary in the interest of health, safety, discipline of students or University employees, or for educational purposes. Students are expected to abide by such changes in policies. Campus policies and regulations are published in the Student Handbook, which can be located at www.csil.appstate.edu.

L. Paint Policy: Painting and/or decorating of the halls (inside or outside the building) is not permitted.

M. Trash/Recycling: Improperly disposed of trash is a nuisance for other residents and housekeeping staff. All trash and recycling materials should be disposed of in appropriately marked containers located on the exterior of the building. Personal trash should not be placed in bathroom, lobby, or kitchen trash cans. Residents should dispose of their trash in interior/exterior dumpsters on a regular basis to avoid creating a health hazard. Large items (carpet, cinder blocks, etc.) should be removed directly to the dumpster. Failure to dispose of your trash properly will result in addition of a service fee to your student account.

X. Maintenance and Housekeeping: Requests by students for repairs to residence hall furnishings and equipment must be made on-line (www.housing.appstate.edu). Repair requests will either be forwarded to the Physical Plant or assigned to the Department of Housing & Residence Life staff. The Department of Housing & Residence Life has responsibility for determining the completion dates, costs and necessity of the repairs.

The student shall maintain assigned space in an orderly, safe, and sanitary condition. University personnel provide housekeeping services in common areas such as lounges, hallways, and bathrooms. Maintenance services will be reduced during University holidays and prolonged vacations.

XI. Damage Charges: Students are responsible for loss of, or damage to, furnishings or equipment in the residence hall room to which they are assigned. Students will be billed for the replacement or repair of any University property they damage or lose. At the time a student occupies a room, a check-in/out form must be completed. This form indicates student responsibility for the room condition, furnishings, and room key. It includes an inspection report which must be checked and signed by both the occupant and a staff member upon moving into the room and checking out. Any damages (beyond normal wear and tear) upon check-out will be charged to the student. Students who officially withdraw are expected to vacate rooms, remove all personal belongings from rooms, and be officially checked out by the Residence Director or Resident Assistant 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 to the Office of Student Conduct for disciplinary action.

XII. Keys: Students are issued keys at the time of occupancy at no charge. If a key is lost, the student's

account is billed for a lock recombination or replacement. When a room is vacated, it is the responsibility of each student to turn in the key to the Residence Director or Resident Assistant and see that the check-out form is reviewed. If a room key is not returned by the resident, it is considered an improper check-out, and a door lock recombination or replacement will automatically be made for security reasons. Room keys must be turned in within 24 hours following completion of withdrawal procedures from the University. It is the responsibility of residents to keep their keys with them at all times. It is not the responsibility of the residence hall staff to unlock doors. If the staff must unlock a student's room for him/her, the student may be assessed an administrative fee of not more than \$5.00 each time after the third lock-out.

XIII. Right of Entry/Search and Seizure Policy: Authorized personnel of Appalachian State University have the right to enter and search a student's room for safety, health and other administrative reasons related to the University's educational mission. Room entry will be made to make physical repairs or undertake other actions in order to eliminate conditions that pose a threat to health and welfare of students; to make emergency repairs to prevent damage to the property of the student or the University; to make routine custodial or maintenance corrections; to provide services which may be part of a student's lease agreement; to investigate in circumstances that provide cause to believe one or more residents' safety or welfare is in jeopardy; or to investigate when the resident(s) may be unable to respond to a request to enter. Please refer to www.csil.appstate.edu and click on the Student Handbook link for the full policy statement.

XIV. Liability: The student or other 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 agreement, and any injuries or damages received or sustained by any third person as a result of any intentional or negligent acts or omissions on the part of the student, whether any such injuries or losses occur in 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.**

XV. Utilities: The license fee charged under this contract includes the following utilities: electricity, sewer, water, local telephone service (each room has one telephone outlet and a permanent telephone number is assigned to each residence hall room), and basic cable TV service. Residents shall use utilities in a conservative, economic and efficient manner. Failure of utility services will not render the University liable for inconvenience to residents or damage to property, nor abatement of license fee owed, nor relieve residents of obligations under this contract. Utility services may be reduced or cut off during prolonged vacation periods and at other times in the interest of energy conservation or maintenance and safety.

XVI. Contract Termination by the University: Upon reasonable notice and for good cause, the University reserves the right to terminate this contract at any time. Examples of good cause include, but are not limited to: 1) failure to make payment of required charges by announced deadlines; 2) a change in student status, including academic or disciplinary suspension; 3) failure to comply with state or federal laws, residence hall policies and regulations, or rules and regulations adopted by Appalachian State University or the University of North Carolina; 4) repeated failure to keep a roommate in a double or triple room; and 5) failure to remain enrolled in courses at the University. Failure to occupy the assigned space before the established deadlines for each semester or abandonment of the space by the resident may result in the termination of this contract by the Department of Housing & Residence Life. Should this contract be terminated, the student will be required to vacate the residence hall within 24 hours unless special permission, in writing, has been obtained from the Department of Housing & Residence Life. The student shall remain liable for all charges assessed during the term of this agreement. In the event the student does not vacate within the allowed time period, any property of the student 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.

XVII. Contract Termination By the Student: The student may request to terminate this contract by giving written notification to the Department of Housing & Residence Life under certain circumstances (refer to section XVIII below). **Occupancy is defined by issuance by the Department of Housing & Residence Life of a key to the student for a specified room and does not require actual physical presence by the student and his/her possessions.** Failure to check out properly will result in a \$25 charge for resulting administrative costs. Additional costs may be assessed for a lock

recombination or replacement. **Third party cancellations processed through another University office are not valid. The student must contact the Department of Housing & Residence Life directly to terminate his/her housing contract.**

CONTRACT RELEASES

XVIII. Cancellation of License Contract:

A. Freshman Students: Once the advance housing payment has been made to the University it becomes non-refundable. If a student decides not to attend Appalachian after the non-refundable advance housing payment has been made, then the student should inform the Department of Housing & Residence Life to cancel his/her assignment.

B. Transfer Students: Once the advance housing payment has been made to the University, it becomes non-refundable.

The Department of Housing & Residence Life recognizes that transfer students are not guaranteed an assignment. Thus, when the Department of Housing & Residence Life is unable to make an on-campus housing assignment by July 15, the advance payment will be applied to the student's account for payment of tuition or other charges.

C. Continuing Students: Students Requesting Housing for Fall and Spring Semesters (Academic Year): The advance payment for housing submitted by continuing students is non-refundable in the event of cancellation of the license contract. Appalachian State University is incurring an administrative expense to hold a space for a student. The University will retain the advance payment to cover administrative costs.

D. Housing Fees: If a returning student's request to cancel is received after July 1, the returning student is liable for the entire amount of housing charges for the fall semester. Because this License Contract is for an academic year (fall and spring semesters), students who are residents in the fall semester are liable and expected to continue to occupy rooms in the spring semester.

E. Cancellation After Occupancy is Scheduled to Begin: Cancellation after occupancy is scheduled to begin, except for students officially withdrawing from the University, will result in the continuation of the full housing charge. The University refund schedule (refer to the applicable General Bulletin) will apply for official withdrawals.

F. Cancellation of Meal Options: No refund will be issued for the cancellation of a meal option, except for students officially withdrawing from the University. Refer to the applicable General Bulletin for the refund schedule.

XIX: Students Requesting Housing for Spring Semester Only: If the Department of Housing & Residence Life does not receive written notification to cancel the student's License Contract prior to **December 1**, the University will hold the student liable for the advance payment.

If a space has already been assigned and the student remains enrolled at the University, the student will be expected to perform on this contract by occupying the room to which the student has been assigned. The University acknowledges that after the deadline dates (July 1 for students requesting housing for the academic year and December 1 for students requesting housing for spring semester only), the student who has been assigned a room will occupy that room. On this basis, the University denies other students the opportunity to live in the space assigned to that student.

Withdrawal, whether initiated by the student or University officials, shall constitute automatic cancellation of this agreement.

XX. Exceptions to Any Provision of This Contract: A student may request an exception to any provision of this contract and/or may appeal any fee charged by the Department of Housing & Residence Life. To request an exception, the student should submit a written petition to the Director of Housing & Residence Life or his/her designee explaining the reason(s) for the request. Reasons for being released from the License Contract include graduation, withdrawal, marriage, or student teaching/internship outside Watauga County. Forms are available in the Department of Housing & Residence Life for requesting the aforementioned exceptions.

XXI. Entire Contract: This agreement incorporates the policies and provisions of the booklet entitled "Appalachian State University Residence Hall License Contract", contains the entire contract between the parties with respect to the subject matter hereof, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this contract not specifically set forth herein. No modification of this contract will be enforceable unless reduced to writing and signed by both the student (or parent or guardian, if the student is under the

age of 18 years) and the Director of Housing & Residence Life or his/her designee.

The University shall bill a student for full residence hall room charges for the performance of this License Contract if he/she fails to notify the University of the intent to cancel this License Contract prior to the dates specified in applicable University policies or notices if s/he is enrolled at the University during any term mentioned under this contract.

The State of North Carolina requires, by statute, a record of immunization for every student enrolled at Appalachian State University. Failure to provide an acceptable record of immunizations will result in being administratively withdrawn.