



# HOUSING POLICY AND CONTRACT 2011-2012

## **GENERAL:**

- I. All new, readmitted or returning students with fewer than 60 semester hours acceptable to North Greenville University and less than 21 years of age must reside in the University residential housing system for the entire academic year. Students who have 60 hours and are over the age of 21 as of August 1, 2011, married, or living with immediate family or legal guardian are exempted from this requirement upon presentation of proper documentation. "Immediate Family" includes parents, adult sibling (over the age of 25), grandparents, or adult aunts and uncles. Legal guardian status must be verified by court order. Students who are married are not allowed to live in campus housing.
- II. Any new or returning commuter student with fewer than 60 semester hours acceptable to North Greenville University and less than 21 years of age must provide proper documentation to Student Services to reside off campus with his or her immediate family member or legal guardian. The document must be on file with Student Services and is required in order for the University to remove room and board charges from the student's account. The 60 hour/21years of age rule applies to any newly enrolled student for any spring semester. Students who are over the age of 21 and have 60 hours or are married are exempt from this policy.
- III. Students who fall under the 60 hour/21years of age rule may commute to North Greenville University from the following counties only: in South Carolina – Anderson, Greenville, Laurens, Pickens, and Spartanburg; in North Carolina – Henderson and Polk. The Office of Student Services is responsible for the approval of any exceptions. The student seeking exception must place his or her appeal in writing to the Office of Student Services.
- IV. All international students must live in the University's residential housing system. The only exceptions are international students living at home with parents (meeting the requirements listed in section III above) or living with a spouse.
- V. No student may reside within five miles of the University unless residing at home with a legal parent or guardian.
- VI. All students who sign the "Housing Contract" are bound to the terms of the contract as of August 1, 2011, whether or not they meet the requirements as outlined above.

## **FORMULATION OF CONTRACT:**

- I. The conditions in this document take precedence over other University's publications and shall become binding on **August 1, 2011**. No rights shall accrue to either party until such time.

## **GRANT OF CONTRACT:**

- I. The University does let to the student, and the student, as a tenant of the University, does take a space in a housing unit, which is operated by the University; such a space is only to be used and occupied as a residence by the student and for no other purpose whatsoever.
- II. The University shall assign a space to the continuing student in accordance with previously established procedures. After April 1<sup>st</sup>, assignments are made for the new and continuing student according to the date of receipt of the student's housing contract (payment of all fees are required in this contract).
- III. The University does not guarantee to assign to the student a specific space in a specific unit nor does it guarantee a specific roommate to share the space let herein but will attempt to honor specific requests of this sort whenever possible.
- IV. The University reserves the right to reassign students as deemed necessary by the Office of Student Services. The University will give proper notification to the student by phone or in writing when this action is taken.
- V. The University grants no right of storage and is not obligated to provide such space beyond the student's space assignment.
- VI. The University reserves the right to assign students to temporary accommodations, such as converted study rooms, or in the event regular spaces are not available.
- VII. The University reserves the right to refuse assignment or reassignment of University residential hall space or to cancel this contract at any time for reasons determined as necessary by the University.

## **DUTIES OF THE UNIVERSITY:**

The University agrees to and shall:

- I. Furnish utilities and services to each housing unit, including but not limited to water, heat, electricity and maintenance.
- II. Furnish to each student habitable premises containing furnishings and equipment in good, working, useable condition.
- III. Provide maintenance service in the event of mechanical difficulties or interruptions of any utility service, which is under the control of the University; and promptly seek such service in the event that such difficulties or interruptions arise in facilities or equipment service to the University but not under the University's control. There will be no adjustment of rent because of the University's inability to restore services for a reasonable period of time nor shall the University be liable for any inconvenience incurred by the student during such a period of time.
- IV. Provide an alternative space assignment or correction for any unsafe condition, which may arise within a housing unit in which the student's space is stipulated. (Refer to Grant of Contract III.)
- V. Assume liability for damages to the student's property caused by employees of the University in the performance of their duties within the scope of their employment provided that such liability for damages shall include only personal property of the student.
- VI. Assume no liability for damages to or losses of the student's personal property, or the property of others in the possession of the student, resulting from fire, flood, theft, vandalism, or other causes.
- VII. Provide reasonable notice to the student of all rules, regulations, and other requirements applicable to living in student residential halls.

- VIII. Reserves the right to vacate residents from their rooms for a brief period of time for official University functions due to security precautions or any other reasons when it is deemed by the University to be in the student's best interest. In such events, inconvenience to the students will be kept to a minimum.

### ***DUTIES OF THE STUDENT:***

The student hereby agrees to and shall:

- I. Make no assignment of or sublet the premises assigned; nor move into any premises other than the assigned without prior approval from the Office of Student Services; nor at any time withdraw from the University without officially checking out with the Office of Student Services.
- II. Make no alterations, additions, improvements, repairs, or changes to the space or the furnishings or equipment assigned without prior written consent from the University, and assume liability for any alterations, additions, improvements, repairs, or changes made without such consent.
- III. Assume liability for any damages whatsoever to the space and any furnishings or equipment therein or to any portion of the building in which the space is situated, which results from the act of (or from want of ordinary care on the part of) the student, and assume equality with other residents of the building; a pro rated share of damages to common area will be assigned to the student when the responsible person cannot be determined.
- IV. Maintain the space and all furnishings therein in good condition, except for ordinary wear and tear.
- V. Accept and comply with all rules and regulations on conduct and all policies for housing facilities as published in the "Enlightener" and all other University policies.
- VI. Indemnify and hold harmless the University and its employees from any and all suits, claims, demands, damages, liabilities, costs, and expenses, including reasonable attorney's fees, resulting from or arising out of any injury to the student's person or premises of the student's building, which may occur during the term of the contract.
- VII. Allow the University to enter the space as deemed necessary by the Office of Student Services.
- VIII. Agree, when the student is without a roommate, to find a new roommate, move into another room with a roommate, or pay for a private room pro rated for the remainder of the semester (as determined by room space needs).
- IX. Participate in the University meal plan.

### ***PAYMENT:***

- I. The continuing student shall pay the University a non-refundable fee of \$50 upon submission of the housing contract. The new student is required to submit a \$100.00 pre-enrollment deposit to the Office of Admissions. If the student pays by check and the check is returned by the student's bank, the student's application shall be held aside and not processed unless and until payment is made.
- II. This contract becomes binding on **August 1<sup>st</sup>, 2011**, and the student shall pay the balance due as required by North Greenville University Business Office policies. If the student enrolls and fails to occupy the assigned room, full cost of the space and meal plan will nonetheless be due.

### ***TERMS OF THE CONTRACT:***

- I. The term of this contract is based upon the general University calendar and is for one academic year (fall and spring semesters), commencing on the first day of the fall semester and terminating within twenty-four (24) hours of the student's final spring semester exam or upon the student's graduation but not including official recesses. The term of this contract for the student entering spring semester if for that semester only, commencing on the first day of spring semester and terminating within twenty-four (24) hours of the student's final exam or upon the student's graduation. Summer sessions will be based on the University calendar and in accordance with the particular session in which the student is registered.
- II. The University shall have the right to terminate this contract if the student fails to occupy the assigned space on or before the first day of the class and does not give proper notice of late arrival to the Office of Student Services and forfeits any reservation fee paid to hold said space.
- III. The University shall have the right to terminate this contract immediately upon the breach of any term of this contract by the student, specifically including violation of any University regulation by the student whether such regulation be now in effect or later enacted and publicized.
- IV. If a student enrolls for the spring semester, the contract is valid. Students that live on campus must be enrolled for at least 12 semester hours.
- V. The student shall have the right to terminate this contract for non-enrollment, academic suspension, graduation, marriage (termination to occur no more than four weeks prior to the wedding date), or if the student is participating in a school-sponsored internship more than 30 miles away from the University. Documentary evidence will be required by the University to show just cause for cancellation. If the contract is terminated, the student will be charged on a pro rated basis for the time he or she lived in the student residential hall.

### ***NOTIFICATION:***

- I. The University will notify the student by mail after May 1<sup>st</sup> of any room assignment. This assignment will include information about the room, roommate, the housing contract, and other information pertaining to residential living at the University.