

Please read this document carefully.

1.0 APPLICABILITY: This Room Agreement (the "Agreement") applies only to enrolled NC State University ("NC State") students (the "Resident") who are members of a recognized fraternity or sorority at NC State University ("GRK") which holds a lease on a chapter house ("Facility") in Greek Village. This Agreement is available to GRK members pursuant to the Greek Village Lease Agreement ("Lease") for the Facility between the Resident's fraternity/sorority and NC State and is valid only so long as the Lease remains in effect and the Resident remains a member in good standing of the fraternity/sorority. This Agreement does not guarantee an assignment in a specific room, as selection and assignment is completed by the fraternity/sorority. The Resident indicates his/her acceptance of the terms of this Agreement via the Resident's electronic signature on the Housing Application, which binds the Resident to this Agreement.

2.0 NOTIFICATION AND COMMUNICATION: Fraternity and Sorority Life will send notices/correspondence to the Resident's NC State email account. If Fraternity and Sorority Life does not have a NC State email address for the Resident, Fraternity and Sorority Life will use the email address provided on the Resident's NC State Housing Application. Because this Agreement is between the Resident and NC State, information relating to the assignment, including but not limited to physical location of assignment, roommate information, the room change process, or housing appeal, will only be discussed with the Resident and GRK organization holding the Lease, unless a parental waiver is completed. All housing assignments are posted on the Resident's MyPack Portal account. The housing assignment posted on MyPack Portal supersedes any housing assignment(s) communicated via email, over the phone, or by any representative of NC State, Campus Life or Fraternity and Sorority Life.

3.0 PERIOD OF AGREEMENT:

- 3.1 This Agreement is effective upon NC State's posting of the Resident's housing assignment on the MyPack Portal and continues throughout the entire 2006-2017 academic year, consisting of two terms (fall and spring), unless the Resident graduates following the fall term or enters for the spring term.
- 3.2 Unless noted otherwise, the Facility opens at 12:00 noon on Sunday, August 7, 2016.
- 3.3 The Facility closes during Thanksgiving Break, Wednesday, November 23 through Sunday, November 27, 2016. Official closing and opening times will be posted on the Fraternity and Sorority Life website.
- 3.4 The Facility closes for Winter Break on December 15, 2016 at for non-graduating Residents and on December 16 for graduating Residents. Non-graduating Residents should leave their rooms no later than 24 hours after their last final exam of the fall term.
- 3.5 The Facility opens for the spring term on January 8, 2017.
- 3.6 The Facility closes during Spring Break, Saturday, March 4 through Sunday, March 12, 2017.
- 3.7 The Facility closes at the end of the spring term on Thursday, May 11, 2017 for non-graduating Residents and Saturday, May 13, 2017 for graduating Residents. Non-graduating Residents should leave their rooms no later than 24 hours after their last final exam of the spring term.
- 3.8 Limited housing is available in guest rooms during periods when the Facility is closed for Residents who are unable to leave campus. Space is limited and provided first-come, first-served, and costs are in addition to housing costs due under this Agreement.

4.0 ELIGIBILITY FOR HOUSING: To be eligible to live in the Facility for the fall and spring terms, students must be enrolled for a minimum of nine (9) credit hours at the beginning of each term. Enrolled students working in a NC State-sanctioned cooperative program, or engaged in student teaching as part of their degree requirements, or in their final term and carrying enough hours to graduate, may also live in the Facility. Students who are enrolled for less than nine (9) credit hours may reside in the Facility only with approval from the Fraternity and Sorority Life Department. At its sole discretion, NC State may deny housing to students who have been charged with or convicted of a felony or are a significant risk to the safety or health of the residential community.

5.0 HOUSING COSTS: Housing costs are billed by the NC State Cashier's Office for each term. Housing costs are subject to change annually. Payments must be made in accordance with Cashier's Office deadlines. Failure to make timely payment of housing costs may result in termination of this Agreement by NC State.

6.0 ROOM ASSIGNMENTS:

- 6.1 Normal occupancy is single (1), double (2), triple (3) or quad (4) Residents per room, as specified by Greek Life. Rooms shall be occupied only by the Resident(s) assigned to them by Fraternity and Sorority Life. Assignments are not transferable. Subletting is not permitted.
- 6.2 NC State makes assignments without regard to age (40 or older), color, disability, gender identity, genetic information, national origin, race, religion, sex (including pregnancy), sexual orientation, or veteran status, unless exempt under Title IX of the Educational Amendments of 1972. Title IX of the Educational Amendment of 1972, Section 106.14 makes an exception for social fraternities and sororities, in regard to gender, for membership criteria. Resident assignments are made in consultation with the fraternity/sorority as the Lease allows the GRK organization the right to choose residents.
- 6.3 Room/Roommate Preferences: Assignment to a preferred room or with a specific roommate is contingent upon availability and is not guaranteed. Agreements are not terminated and refunds will not be issued if preferred room or roommate requests cannot be granted.

- 6.4 Vacancies: Fraternity and Sorority Life reserves the right to assign Residents to all available bed spaces. If a vacancy exists in a double, triple or quad occupancy room, the Resident(s) assigned to the room must maintain the room in a manner that would permit another Resident to move in immediately and without prior notification. Failure to do so will result in adjustment of the Resident's housing costs to the private room rate for the Facility.
- 6.5 Room/Roommate Changes: Any assignment change must be first approved by the GRK chapter president. Residents who wish to change an assignment or roommate must complete the room change request via MyPack Portal. Submitting a request does not guarantee that a move or change will be granted. Residents changing assignments without permission from Fraternity and Sorority Life may be charged an improper checkout fee.
- 6.6 NC State may move Resident(s) for consolidation, disciplinary action, facility failure, or for other reasons in response to unforeseen circumstances in its sole discretion.
- 6.7 Room Consolidation: Residents living alone in double occupancy rooms in the Facility may be required to consolidate to provide space for new assignments. In cases in which neither resident wishes to move, priority is determined by the GRK organization.
- 6.8 Facility Changes: If Resident elects to transfer his or her resident assignment from the Facility to another NC State housing facility, Resident will be bound to the applicable room agreement for that new facility. Room agreements may be found online at: <http://housing.ncsu.edu/agreements>.

7.0 DAMAGE CHARGES: Charges for loss or damage to rooms, suites, or apartments shall be assessed to the Resident(s) of that room, suite, or apartment. Charges for loss or damages to common areas not able to be assessed to a particular Resident may be charged against the Residents of the Facility or the lessee of the Facility's common areas under the Lease, as NC State deems appropriate, provided that such charges are consistent with the terms of the Lease. Keys remain the property of NC State and must be returned when Residents vacate their rooms. Failure to return keys shall result in charges to the Resident to cover the cost of replacement. All Residents shall complete a room condition report (RCR) before moving into their assigned rooms.

8.0 ALTERATIONS: Residents shall make no changes or alterations or attach fixtures to rooms without prior written approval from the Associate Director of Fraternity and Sorority Life. All furniture provided by NC State must remain in the assigned room for the duration of this Agreement. Residents may not remove, store or trade furnishings from their assigned room.

9.0 RIGHT OF ENTRY: NC State reserves the right to enter Resident rooms for the following reasons: to take inventory, fire protection, sanitation, safety, maintenance, rule enforcement, inspection, repairs, to evaluate conditions that could affect the health or safety of residents, to manage the rooms in the event of an emergency, or for any other purpose in accordance with law and/or NC State policy. The Resident is not required to be present at the time of entry.

10.0 NC STATE'S LIABILITY: NC State shall not be responsible for loss, damage or theft of property belonging to or in the custody of the Resident for any cause whatsoever. Residents are encouraged to carry personal property insurance. Failure of utility services shall neither render NC State liable for inconvenience to Residents or damage to property, nor reduce housing costs, nor relieve Residents of obligations under this Agreement. Utility services may be reduced or cut off during breaks and prolonged vacation periods.

11.0 TERMINATION OF AGREEMENT BY NC STATE:

- 11.1 NC State reserves the right to terminate this Agreement and take possession of the room immediately at any time for violation of this Agreement, applicable laws, the standards outlined on the Fraternity and Sorority Life website, the Code of Student Conduct, and/or for reasons of order, health, safety, and discipline, academic deficiency, disciplinary suspension or dismissal, or when the Resident exhibits disruptive behavior.
- 11.2 Residents whose Agreement is terminated by NC State shall be responsible for payment of all housing costs due for the 2016-17 academic year under this Agreement.
- 11.3 Pursuant to Section 1.0 of this Agreement, this Agreement shall terminate automatically in the event of termination of the Lease or if the Resident is no longer a member in good standing of the fraternity/sorority, and Residents shall vacate the Facility and be responsible for all housing costs due for the 2016-17 academic year under this Agreement. At its discretion, Fraternity and Sorority Life may reassign Residents of the Facility to other spaces in Greek Village or University Housing, space permitting. The Resident will be charged (but not credited) for any difference in housing costs.
- 11.4 NC State has zero tolerance for illegal drug use in any campus residential facility. NC State may terminate this Agreement for any Resident found responsible for violating NC State's Policy on Illegal Drugs, POL 04.20.05, or guilty of criminally possessing or using illegal drugs.
- 11.5 NC State may suspend this Agreement on an interim basis and the Resident shall be responsible for the housing costs during the interim suspension period. Residents whose Agreement is suspended on an interim basis must vacate the Facility and surrender all keys.
- 11.6 Following NC State's termination of this Agreement, Resident shall follow all checkout procedures and upon vacating the Facility shall surrender all keys, within 48 hours of notification of termination.

12.0 TERMINATION OF AGREEMENT BY RESIDENT:

- 12.1 Resident may terminate this Agreement by completing the online Pending Cancellation Form. Appropriate termination charges shall be assessed as outlined below. All termination fees become effective upon posting the Resident's housing assignment to MyPack Portal. Only Fraternity and Sorority Life may process an on-campus housing termination. Failing to move into the Facility does not release the Resident from this Agreement. If the Resident has occupied the assigned room, he/she must follow proper checkout procedures published in the Greek Village Guide. Failure to checkout properly will result in a \$100 improper checkout charge.

Resident termination fees if termination approved by GRK organization:

- 12.2 Residents terminating this Agreement by June 30, 2016 will be charged three hundred dollars (\$300) and will owe no additional housing costs for the 2016-17 academic year.
- 12.3 Residents terminating this Agreement between July 1, 2016 and July 31, 2016 will be charged twenty-five percent (25%) of the housing costs for the fall term.
- 12.4 Residents terminating this Agreement on or after August 1, 2016 will be charged fifty percent (50%) of the remaining housing costs for the 2016-17 academic year plus daily charges for the duration of the Resident's occupation of the Facility. Daily room charges are calculated by dividing the housing costs by the number of days (first day of check-in through last day of class) per term.
- 12.5 New incoming Residents for the spring term terminating this Agreement prior to the first day of spring check-in will be charged three hundred dollars (\$300) and will owe no additional room fees for the spring term.
- 12.6 New incoming Residents for the spring term terminating this Agreement on or after the first day of spring check-in will be charged fifty percent (50%) of the remaining housing costs for the spring term plus daily charges for the duration of the Resident's occupation of the Facility. Daily room charges are calculated by dividing the room fees by the number of days (first day of check-in through last day of class) per term.

Resident termination fees if termination NOT approved by GRK organization:

- 12.7 Residents terminating this Agreement without the permission of the GRK organization will be responsible for payment of all housing costs due under this Agreement.

Resident termination fees with approved replacement:

- 12.8 Termination fees shall not exceed three hundred dollars (\$300) where the Resident arranges for another GRK member (not a current resident) meeting eligibility requirements to buy out the remainder of the Agreement. Contact Fraternity and Sorority Life to process the Buyout Option.

13.0 FACILITY STANDARDS AND GUIDELINES:

- 13.1 The Facility is reserved for the exclusive use of Residents, invited guests and authorized NC State personnel. Residents are responsible for upholding all NC State and Fraternity and Sorority Life Department policies and rules, and will be held responsible for the behavior of their guests.
- 13.2 Residents are responsible for reporting all maintenance issues immediately through the online work order system or by contacting the Chapter Resident Director.
- 13.3 Facility common areas, including but not limited to lounges and lobbies are reserved for the use of all Facility Residents, and no Resident may store personal items in these areas.
- 13.4 Residents shall not conduct a business, sales or fundraising endeavor in the Facility. See <http://policies.ncsu.edu/regulation/reg-07-25-12>.
- 13.5 Fraternity and Sorority Life rules are published in the online Greek Village Guide. Compliance with these rules is a material term and condition of this Agreement. Failure to adhere to written instructions from the Office of Student Conduct or to comply with the reasonable directives of NC State officials may be deemed a violation of Fraternity and Sorority Life rules or NC State policies and regulations and grounds for termination of this Agreement. The living and study conditions at an educational institution are unique and must be adjusted from time to time for the mutual benefit of NC State and its students. Therefore, NC State and Fraternity and Sorority Life may revise its policies, regulations, and rules as deemed necessary in its sole discretion in the interest of health, safety, discipline, or educational purposes, and Residents shall abide by such changes.

14.0 RESNET SERVICE: Resident's completion of the housing application to live in Greek Village or University Housing also binds the student to the ResNet internet service agreement and signifies that the student has received, read, and accepted all conditions, terms, and policies contained in the ResNet Agreement. By accepting a housing assignment, the student authorizes ResNet to charge the student's account for ResNet service. For additional information regarding ResNet, please refer to <http://oit.ncsu.edu/resnet/terms-and-conditions>.

15.0 EXCEPTIONS TO ANY PROVISION OF THIS AGREEMENT: NC State retains the discretion to waive any requirements of this Agreement. To request an exception, the Resident should complete an Appeal Request by contacting Fraternity and Sorority Life. The Resident will be informed of the decision by email. Contact Fraternity and Sorority Life: Phone: (919) 513-2910, Email: fsl-department@ncsu.edu. Except as may be issued in writing through this waiver process, no statement made by NC State University or its agents shall be construed as a waiver of any term or condition of this Agreement.

16.0 SEVERABILITY: The provisions of this Agreement are severable, and in the event that any provision of this Agreement shall be determined to be

invalid or legally unenforceable, all other provisions shall remain in force.

17.0 NOT A LEASE: This Agreement is not a lease and is not governed by the North Carolina Landlord Tenant Act. The Facility is located on land owned by the State of North Carolina.