

Please read this document carefully.

### 1.0 APPLICABILITY:

This Room Agreement (this "Agreement") applies to the person signing this Agreement (the "Resident") who is enrolled at NC State University ("NC State") and is a member in good-standing of the GRK Organization, as defined herein, which has a chapter house (the "Facility") in that area owned by NC State commonly referred to as Greek Village. This Agreement is available to the Resident pursuant to the Ground Lease Agreement (the "Lease") between the House Corporation, as defined herein, and NC State, and is valid only so long as the Lease remains in full force and effect. The Resident accepts the terms of this Agreement and is bound hereby by executing this Agreement.

### 2.0 NOTIFICATION AND COMMUNICATION:

Fraternity and Sorority Life, as defined herein, will send notices related to this Agreement to the Resident's NC State email account or, if no such email address is provided, at the email address provided on the Resident's Housing Application, as defined herein. Because this Agreement is between the Resident and the House Corporation, information relating to the assignment, including, but not limited to, physical location of the assignment, roommate information, the room change process, or housing appeal, will only be discussed with the Resident, NC State staff, the House Corporation, and the entity holding the Lease (if other than the House Corporation), unless a parental waiver is completed. All housing assignments shall be posted on the Resident's MyPack Portal account. The housing assignment posted on MyPack Portal supersedes any housing assignment communicated via email, over the phone, or by any representative of NC State, Fraternity and Sorority Life, the House Corporation or the GRK Organization, and shall be conclusive and binding for all intents and purposes.

### 3.0 PERIOD OF AGREEMENT:

- 3.1 This Agreement is effective upon the Resident's execution hereof and continues throughout the entire 2020-2021 academic year, consisting of two terms (fall and spring), unless the Resident graduates following the fall term or the Resident does not register for the fall term and commences classes in the spring term. Unless otherwise stated herein, the applicable times when the Facility will officially open or close will be determined at a later date and posted on the Fraternity and Sorority Life website.
- 3.2 The Facility opens at 9:00 am on Sunday, August 9, 2020.
- 3.3 The Facility is closed during Thanksgiving Break, beginning Wednesday, November 25, 2020 and continuing through Sunday, November 29, 2020.
- 3.4 The Facility closes for Winter Break beginning Wednesday, December 17, 2020 at 10:00 AM for non-graduating residents and at 5:00 PM for graduating residents. A non-graduating Resident must temporarily vacate the Room, as defined herein, no later than 24 hours after the Resident's last final exam of the fall term.
- 3.5 The Facility opens for the spring term on January 10, 2021.
- 3.6 The Facility closes during Spring Break beginning Saturday, March 13, 2021 and continuing through Sunday, March 21, 2021.
- 3.7 The Facility closes at the end of the spring term at 10:00 AM on Wednesday, May 12, 2021 for non-graduating residents and 5:00 PM on Saturday, May 15, 2021 for graduating residents. A non-graduating Resident must leave the Room no later than 24 hours after the Resident's 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 on a first-come, first-served basis. Costs payable for staying in the limited housing are in addition to the Housing Costs due by the Resident under this Agreement. Any request for such limited housing must be made by the Resident to the House Corporation at least two (2) weeks prior to the expiration of the then current term, and may be allowed or denied in the sole discretion of the House Corporation.

### 4.0 ELIGIBILITY FOR HOUSING:

To be eligible to live in the Facility, the Resident must be continuously enrolled for a minimum of nine (9) credit hours during the course of each term. The Resident may also live in the Facility if they are enrolled and working in an NC State-sanctioned cooperative program, or engaged in student teaching as part of his/her degree requirements, or in his/her final term and carrying enough hours to graduate. Students seeking to live in the Facility, but who are enrolled for less than nine (9) credit hours may reside in the Facility only with prior written approval from the House Corporation which such approval may be withheld in the House Corporation's sole discretion. Notwithstanding anything contained in this Agreement to the contrary, if the Resident is at any point enrolled for less than nine (9) credit hours during the then current term he/she (i) shall remain liable under this Agreement and (ii) may not terminate this Agreement except pursuant to Section 12 hereof. At their sole discretion, NC State or the House Corporation may deny housing to students who

have been charged with or convicted of a misdemeanor or felony, or are a significant risk to the safety or health of the Facility, the other residents of the Facility, or any guests, visitors, or invitees of the Facility.

## **5.0 HOUSING COSTS:**

Housing Costs, as defined herein, are billed by the NC State Cashier's Office to the Resident at the beginning of each term. Housing Costs are subject to change annually and are determined by the House Corporation in its sole discretion. Payments must be made in accordance with NC State Cashier's Office deadlines. Failure to make timely payment of Housing Costs may result in termination of this Agreement and may prevent the Resident from enrolling in classes or from graduating. Nothing contained in this Agreement is intended to limit any and all other charges ("Additional Charges") that the GRK Organization or the House Corporation may impose upon the Resident separate from the Housing Costs, including, but not necessarily limited to, meal plans, chapter dues, and other fees. Such Additional Charges shall be subject to separate billing from the GRK Organization or House Corporation, and would not be billed by the NC State Cashier's Office. Notwithstanding the foregoing, failure to pay any Additional Charges as and when such charges become due may result in termination of this Agreement.

## **6.0 ROOM ASSIGNMENTS:**

- 6.1 Room Occupancy/Preferences/Subletting: Normal occupancy is single (1), double (2), triple (3), or quad (4) residents per room, as specified by the House Corporation. The Resident's Room assignment is within the sole and absolute discretion of the House Corporation and is not changeable or transferable by the Resident. The Resident may request a room or roommate preference, but room and roommates are not guaranteed. This Agreement may not be terminated merely because the Resident does not receive a preferred room or roommate. Subletting is not permitted without the express written consent of the House Corporation which such consent may be withheld in the House Corporation's sole discretion.
- 6.2 Room Vacancies: If the Resident is assigned to a Room where a vacancy exists in a double, triple or quad occupancy room, the Resident, together with other residents of 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 an adjustment of the Resident's Housing Costs to the single room rate for the Facility without movement to a single-occupancy room.
- 6.3 Room/Roommate Changes: Any change of a Room assignment or roommate assignments must be approved in writing by the House Corporation, which will be considered only after the Resident has completed a room change request via the MyPack Portal. Submitting a request does not guarantee that a move or change will be granted, and any such request may be denied in the House Corporation's sole discretion. If the Resident changes his/her room assignment without permission from the House Corporation, the Resident may be charged an improper checkout fee as part of Resident's Housing Costs.
- 6.4 Discretion to Adjust Room Assignments: The House Corporation may, in its sole discretion, move the Resident, at any time, to another Room for purposes of, but, not necessarily limited to, consolidation, disciplinary action, facility failure, or for other reasons in response to unforeseen circumstances. In instances of a room consolidation, if the Resident is living alone in a Room with greater than single-occupancy, the Resident may be assigned to a new Room with other residents.
- 6.5 Reasonable Accommodations: A resident with a disability who seeks a reasonable accommodation within the Facility must register with the NC State Disability Services Office and should indicate the requested accommodation on the Housing Application or in a written request to Fraternity and Sorority Life. Once the information is received, it shall be reviewed and such resident shall be informed of the decision in writing.

## **7.0 DAMAGE CHARGES:**

- 7.1 Assessment of Damages: Charges for loss or damage to the Resident's Room will be assessed to all residents of that Room, unless otherwise determined by the House Corporation, in such amount as the House Corporation may decide in its sole discretion. Charges for loss or damages to any other areas of the Facility or its grounds will be assessed against the resident responsible for such damage or, to the extent that said loss or damage cannot be adequately determined and assessed against a particular resident, the House Corporation may charge for loss or damages against all residents of the Facility or all members of the GRK Organization (including non-residents), as the House Corporation deems appropriate in its sole discretion.
- 7.2 Keys: Keys, including key cards or similar means of entry, if applicable, remain the property of the House Corporation and must be returned when the Resident vacates the Facility. Failure to return keys shall result in additional Housing Costs to the Resident to cover the cost of replacement.
- 7.3 Damages are Additional Housing Costs: All damage charges contemplated in this Agreement, including those charges assessed pursuant to this Section 7, will be reported by the House Corporation to Fraternity and Sorority Life and will be charged by the NC State Cashier's Office as Housing Costs. Failure to pay any damages or loss may result

in termination of this Agreement, inability to enroll in future classes at NC State, or prevention from graduation, among any other enforcement abilities available to NC State or the House Corporation.

### **8.0 ALTERATIONS:**

The Resident shall make no changes or alterations or attach fixtures to the Room without prior written approval from the House Corporation which such approval may be withheld in the House Corporation's sole discretion. All furniture provided by the House Corporation must remain in the Room for the duration of this Agreement and may not be removed, stored, or traded from the Room.

### **9.0 RIGHT OF ENTRY:**

The House Corporation, the GRK Organization, or NC State, or their respective employees, agents, representatives, licensees, contractors or subcontractors, may enter the Room for any reason, including, but not necessarily limited to, 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 the laws of North Carolina, the House Corporation's or GRK Organization rules, or NC State policy. The Resident is not required to be present at the time of entry.

### **10.0 ORGANIZATION'S LIABILITY:**

Neither the House Corporation nor the GRK Organization will be responsible for loss, damage, or theft of property belonging to or in the custody of the Resident for any cause whatsoever. The Resident is encouraged to carry personal property insurance. Failure of utility services shall not render the House Corporation or the GRK Organization liable for any inconvenience to the Resident or for damage to the Resident's property; shall not reduce the Housing Costs to the Resident; and will not relieve the Resident of his/her obligations under this Agreement. Utility services may be reduced or cut off during breaks and prolonged vacation periods as determine in the House Corporation's sole discretion.

### **11.0 TERMINATION OF AGREEMENT:**

- 11.1 The House Corporation reserves the right to terminate this Agreement and take possession of the Room at any time for violation of this Agreement, applicable laws, the standards outlined by the House Corporation or GRK Organization, 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 as determined in the House Corporation's sole discretion.
- 11.2 If this Agreement is terminated by the House Corporation, the Resident shall remain liable for payment of all Housing Costs and Additional Costs, including, but not limited to, all reasonable costs and expenses incurred by the House Corporation in connection with the collection of such Housing Costs and Additional Costs, due pursuant to this Agreement.
- 11.3 NC State, the House Corporation, and the GRK Organization have a zero tolerance policy for illegal drug use in the Facility. The House Corporation, solely or in consultation with the GRK Organization or 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 found guilty of criminally possessing or using illegal drugs. Any disciplinary taken by NC State resulting in suspension, expulsion, or other action preventing the Resident from remaining on NC State campus will result in immediate termination of this Agreement without any reduction in the Housing Costs or Additional Costs payable by the Resident.
- 11.4 The House Corporation may suspend this Agreement on an interim basis and the Resident shall be responsible for the Housing Costs during the interim suspension period. A resident whose agreement is suspended on an interim basis must vacate the Facility and surrender all keys during the period of the suspension.
- 11.5 Following the termination of this Agreement, the Resident shall follow all checkout procedures and upon vacating the Facility shall surrender all keys, within forty-eight (48) hours of notification of such termination.

### **12.0 TERMINATION OF AGREEMENT BY THE RESIDENT:**

The Resident may not voluntarily terminate this Agreement without the prior written consent of the House Corporation, which such consent may be withheld in the House Corporation's sole discretion, and upon such terms as the Resident and the House Corporation may agree to in writing. Residents terminating this Agreement without the prior written approval of the House Corporation will be responsible for all Housing Costs and Additional Costs due pursuant to Subsection 11.2 of this Agreement. Failing to move into the Facility does not release the Resident from this Agreement. If the Resident has occupied the Room, he/she must follow proper checkout procedures as published by the House Corporation (or as stated in the Greek Village Guide if no House Corporation policy exists). Failure to check out properly will result in an improper checkout charge to the Housing Costs.

If termination of this Agreement is approved by the House Corporation, the following termination fees will be assessed against the Resident and will be included in the Housing Costs charged to the Resident:

- 12.1 Residents terminating this Agreement by 11:59 PM on May 9, 2020, will be charged a Termination Fee, as defined herein, of fifteen percent (15%) of the fall balance associated with their room assignment and will owe no additional Housing Costs for the 2020-2021 academic year.
- 12.3 Residents terminating this Agreement between May 10, 2020, and June 19, 2020, will be charged a Termination Fee of twenty-five percent (25%) of the fall balance associated with their room assignment and will owe no additional Housing Costs for the 2020-2021 academic year.
- 12.4 Residents terminating this Agreement between June 20, 2020, and July 31, 2020, will be charged a Termination Fee of fifty percent (50%) of the fall balance associated with their room assignment and will owe no additional Housing Costs for the 2020-2021 academic year.
- 12.5 Residents terminating this Agreement on or after August 1, 2020, will be charged a Termination Fee of fifty percent (50%) of the remaining housing costs for the 2020-2021 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 the last day of class) per term.
- 12.6 New incoming residents for the spring term terminating this Agreement prior to the first day of spring check-in will be charged a Five Hundred and 00/100 Dollars (\$500.00) Termination Fee and will owe no additional Housing Costs for the spring term.
- 12.7 New incoming residents for the spring term terminating this Agreement on or after the first day of spring check-in will be charged a Termination Fee of fifty percent (50%) of the spring balance associated with their room assignment 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 the last day of class) per term.
- 12.8 If the Resident, with the approval of the House Corporation, identifies another GRK Organization member (not a current resident) meeting eligibility requirements to buy out the remainder of the Agreement, the Resident will be charged a Three Hundred and 00/100 Dollar (\$300.00) Termination Fee, but will incur no additional Housing Costs.

### **13.0 FACILITY STANDARDS AND GUIDELINES:**

- 13.1 The Facility is reserved for the exclusive use of residents, GRK Organization members, invited guests, and authorized NC State, the House Corporation and GRK Organization personnel.
- 13.2 Residents are responsible for upholding all GRK Organization, the House Corporation, NC State, and Fraternity and Sorority Life policies and rules and will be held responsible for the behavior of their guests. Violation of this subsection could result in termination of this Agreement. A copy of the rules and regulations of the House Corporation and GRK Organization is attached hereto as Exhibit A and incorporated herein by reference.
- 13.3 Residents are responsible for reporting all maintenance issues immediately through the online work order system or by contacting the House Director, as defined herein.
- 13.3 Facility common areas, including, but not limited to, lounges and lobbies are reserved for the use of all of the Facility residents, GRK Organization members, and invited guests, and no resident may store personal items in these areas.
- 13.4 Residents shall not conduct a business, sales or fundraising endeavor in his/her Room or anywhere within the Facility. See <http://policies.ncsu.edu/regulation/reg-07-25-12>.

### **14.0 ADDITIONAL SERVICES:**

The Resident's execution of this Agreement also binds the Resident to certain additional services and signifies that he/she has read and accepted all conditions, terms, and policies associated with the ResNet Agreement, cable, and laundry services, if applicable, connected to the Facility as agreed upon by their respective House Corporation (collectively, "Additional Services"). By accepting the Room, the Resident authorizes Fraternity and Sorority Life to charge the Resident's account for respective Additional Services pursuant to this Agreement.

### **15.0 WAIVER:**

Except as may be issued in writing, no statement made by the GRK Organization or the House Corporation shall be construed as a waiver of any term or condition of this Agreement.

### **16.0 PETS:**

With the exception of fish (limited to 10-gallon tank), no pets or animals of any kind shall be permitted in the Facility. Should an animal be discovered in the Resident's Room (or any other part of the Facility), the animal shall be removed immediately and the Resident shall be responsible for all damages resulting from the animal, including, but, not limited to, the costs to replace carpeting and flooring.

**17.0 INDEMNIFICATION:**

The Resident shall indemnify the House Corporation and the GRK Organization, their respective officers, directors, members, beneficiaries, partners, representatives, agents and employees, and save them harmless from and against any and all claims, actions, damages, liability, cost and expense, including reasonable attorneys' fees, arising from or out of any negligent or tortious act or omission of the Resident or the Resident's invited guest(s).

**18.0 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.

**19.0 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.

**20.0 ADDITIONAL TERMS.**

**21.0 DEFINITIONS:** The following terms shall have the meanings set forth herein:

21.1 "Agreement" or "Room Agreement" means this Room Agreement as executed by Resident, including any amendments or addenda thereto.

21.2 "NC State" means North Carolina State University.

21.3 "GRK" means a student of NC State who is also a member of a recognized fraternity or sorority at NC State.

21.4 "Facility" means the chapter house of the Resident's fraternity or sorority at NC State constructed by the House Corporation and leased to the House Corporation by NC State pursuant to the Ground Lease.

21.5 "Lease" or "Ground Lease" means that certain Ground Lease between NC State and the House Corporation.

21.6 "Housing Application" means that certain document required by NC State or Fraternity and Sorority Life to secure a Resident's housing in the Facility, as such application may be amended or changed from time to time.

21.7 "Fraternity and Sorority Life" means the Department of Fraternity and Sorority Life located at NC State.

21.8 "Resident" means the person signing this Agreement.

21.9 "GRK Organization" means the respective chapter at NC State that the resident is coded as a member of and whose members are occupying the Facility.

21.10 "House Corporation" is defined as the entity or organization listed on the Ground Lease entered into with North Carolina State University for the property.

21.11 "Housing Costs" are those housing costs, including room and board fees, parlor fees, common area fees, and such other fees as the GRK Organization or Housing Corporation may require the Resident to pay to live at the Facility and chargeable by NC State through its Cashier's Office.

21.12 "Room" means that room within the Facility to which the Resident has been assigned, as such room assignment may be reassigned or changed during the term of this Agreement.

21.13 "ResNet Agreement" means the ResNet internet services agreement for NC State as found at: <http://oit.ncsu.edu/resnet/terms-and-conditions> or such other location as may be changed from time to time.

21.14 "Additional Charges" means those charges set forth in Section 5.0 or elsewhere in this Agreement and being payable by the Resident in addition to the Housing Costs. Such Additional Charges are not billed through NC State as Housing Costs, but are nevertheless payable by the Resident as a condition of this Agreement.

21.15 "Termination Fee" means those fees and charges assessed against the Resident as a result of the Resident's early termination of this Agreement and as more specifically detailed in Section 12 of this Agreement.

**Please read the following statement. If you agree with it, sign and enter the date on the line below.**

I have read and fully understand Room Agreement and agree to abide by the conditions and terms published above.

Name of Resident/Student: \_\_\_\_\_  
(Printed)

Student ID#: \_\_\_\_\_

Signature of Resident/Student: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A**

[House Corporation and GRK Organization Rule and Regulations Attached]