

North Carolina State University 2023-2024 Greek Village Room Agreement

1.0 AGREEMENT:

NC State Fraternity and Sorority Life agrees to provide housing for the residents in either the Greek Village Apartments or Greek Village Townhomes based upon established assignment criteria. The applicant indicates their acceptance of the terms of this Agreement via their electronic signature on the housing application. Applicants completing a housing application are requesting to be assigned housing.

2.0 NOTIFICATION AND COMMUNICATION:

Fraternity and Sorority Life will send 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 Housing Application. Because this Agreement is between the resident and NC State, information related 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 unless a parental waiver is completed for students under the age of 18. All housing assignments are posted in the resident's MyPack Portal account. The assignment posted in MyPack Portal supersedes any assignment(s) communicated via email, over the phone, or otherwise by any representative of NC State. Fraternity and Sorority Life shall not be held responsible for not communicating an assignment to the resident outside of MyPack Portal.

3.0 PERIOD OF AGREEMENT:

3.1 The term of this Agreement begins once an applicant is assigned to housing, accepts a housing offer or selects a space during the annual room selection process (as an individual or as part of a roommate group) and continues throughout the full ACADEMIC YEAR (fall and spring), unless otherwise noted. An academic year is defined as the fall and spring semester, not inclusive of Thanksgiving Break, winter break, spring break, and summer terms. The housing schedule is located on the Fraternity and Sorority Life website – [Opening and Closing Dates](#).

3.2 Greek Village Apartment agreements are for the full academic year plus summer session I and II.

3.3 Failure to cancel housing, file a live-on appeal, check-in, pick up a key, or occupy the assigned space does not release the resident from this Agreement, including payment of all fees related to housing.

4.0 ELIGIBILITY FOR GREEK VILLAGE HOUSING:

4.1 Assignment priority for housing is given to full-time, matriculated, degree-seeking fraternity and sorority students. Undergraduate students must be enrolled for a minimum of nine (9) credit hours per term.

4.2 Housing may be available to non-fraternity and sorority students based on vacancy

4.3 Non-degree and/or part-time students working toward a degree may be assigned based on available space.

4.4 Housing is available for all eligible applicants regardless of age, color, disability, gender identity, genetic information, national origin, race, religion, sex, sexual orientation, or veteran status.

4.5 At its sole discretion, NC State may deny housing to applicants 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 University Cashier's Office for each term. 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 University, resulting in immediate removal from the housing facility. Students have the option to set up a payment plan through the University Cashier's Office.

6.0 ROOM ASSIGNMENTS:

6.1 Rooms shall be occupied only by the residents(s) assigned to them by Fraternity and Sorority Life.

6.2 Assignments are non-transferable. Subletting is not permitted.

6.3 Occupancy is defined as the number of people assigned to a bedroom; Greek Village Townhomes are either single or double occupancy, Greek Village apartments are all single occupancy bedrooms.

6.4 NC State makes assignments without regard to age, color, disability, gender identity, genetic information, national origin, race, religion, sex, sexual orientation, or veteran status.

6.5 Roommate Preferences: While Fraternity and Sorority Life strives to meet resident's requests for a preferred roommate, this Agreement does not guarantee such an assignment. Agreements will not be terminated, and refunds will not be issued if preferred roommate requests cannot be granted.

6.6 Room/Roommate Changes: Assignment changes must be first approved by Fraternity and Sorority Life. Residents wishing to change a room assignment or roommate must complete the room change request in MyPack Portal. Submitting a request does not guarantee a change will be granted. Residents changing assignments without permission from Fraternity and Sorority Life may be charged for an improper check out and be required to move back to the official assignment.

6.7 Fraternity and Sorority Life may move residents for consolidation, disciplinary action, facility failure, or other reasons in response to unforeseen circumstances at its sole discretion.

6.8 Residents moving from one University-owned housing facility to another are bound to the applicable agreement/community standards/costs for the new facility assignment. Residents may also be responsible for any applicable termination charges resulting from the assignment transfer.

6.9 A qualified student with a disability who seeks reasonable accommodation in housing must register with the Disability Resources Office. The student should notify Fraternity and Sorority Life by indicating the requested accommodation on their application or in a written request to the Fraternity and Sorority Life office by May 17 for the fall semester and November 2 for the spring semester. Applications submitted after these dates will be considered, however, NC State University cannot guarantee that it will be able to meet late applicants' accommodation needs, including any needs that develop during the semester. Once the information is received, it shall be reviewed with relevant NC State officials, as appropriate (e.g. Disability Resources Office, Student Health Services, the student's academic advisor, etc.) and the student shall be informed of the decision in writing.

7.0 VACANCIES

7.1 Fraternity and Sorority Life reserves the right to assign residents to any available bed space. If a vacancy exists in a double occupancy room, the resident assigned to the room must maintain the room in a manner that would permit another resident to move in immediately and without prior notification.

7.2 Residents who engage in conduct designed or intended to dissuade or intimidate another resident from moving into a room or who otherwise attempt to manipulate the housing assignment process may be subject to referral to the Office of Student Conduct.

7.3 Consolidation – Fraternity and Sorority Life reserves the right to consolidate residents without roommates in order to create housing options for incoming residents and returning residents and to maximize the use of available spaces in housing.

8.0 DAMAGE CHARGES:

8.1 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 assessed to a particular individual may be charged against the residential unit (floor, suite, apartment or building).

8.2 Keys remain the property of NC State and must be returned when residents move out of their room, suites or apartments. Failure to return keys shall result in charges to the resident to cover the cost of replacement.

8.3 Upon check-in, residents must report room damages, if any, within 48 hours by submitting a Work Request. Otherwise, residents will be charged for damages noted at any time during the term of this Agreement or at check-out that were not reported at check-in. Residents are liable for the condition of their rooms and room furnishings that are assigned to them and shall reimburse NC State for all damage to or loss of these accommodations and furnishings, ordinary wear and tear excepted. Residents of an apartment/floor may also be required to share in the expense of repair or replacement of any property or cleaning in areas commonly used by the residents. Housing shall assess charges against the resident

and the resident agrees to pay such damages to NC State upon demand. Housing shall determine the amount of such loss or damage, selection of repair method, and scheduling of repair, at its sole discretion.

9.0 ALTERATIONS:

Residents shall make no alterations or changes to rooms or doors of the respective residential area. Furniture from common areas, lounges, and study areas are not permitted in resident rooms. All furniture provided by NC State must remain in the room or apartment for the duration of residency. Residents may not remove, store or trade furnishings from their assigned room or apartment.

10.0 RIGHT OF ENTRY:

10.1 NC State reserves the right to enter rooms or apartments for the following reasons: take inventory, fire protection, sanitation, safety, maintenance, rule enforcement, inspection, make repairs, evaluate conditions that could affect the health or safety of residents, manage 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.

10.2 Fraternity and Sorority Life may enter a room or apartment if a roommate/apartment mate moves out to inspect for damages/loss and to ensure space is available for a new occupant.

11.0 NC STATE'S LIABILITY:

NC State has no responsibility for the 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 resident 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.

12.0 TERMINATION OF AGREEMENT BY NC STATE:

12.1 NC State reserves the right to terminate this Agreement and take possession of the room or apartment at any time for violation of this Agreement, applicable community standards, the Code of Student Conduct, and/or for reasons of order, health, safety, discipline, academic deficiency, disciplinary suspension or dismissal, failure to meet eligibility requirements or when the resident exhibits disruptive behavior.

12.2 Residents whose Agreement is terminated by NC State are responsible for payment of all housing costs under this Agreement and any other previous housing balances.

12.3 When a resident changes rooms, cancels housing after check-in, withdraws, or is separated from the university or its residences for any reason, the resident will remove all personal belongings from the university premises, vacate the residence and return key(s) within 48 hours.

12.4 NC State may terminate this Agreement on an interim basis, in which case the resident shall be responsible for housing costs during the interim termination period. Residents whose agreement is terminated on an interim basis must vacate the facility and surrender all keys, fobs, or other access devices.

12.5 Following NC State's termination of this Agreement, residents must follow all check out procedures and, upon vacating the facility, must surrender all keys, fobs, or other access devices.

12.6 The action of termination of the Agreement by NC State cannot be appealed.

13.0 TERMINATION OF AGREEMENT BY RESIDENT:

13.1 The resident may terminate this Agreement by completing the online Cancellation Request Form in MyPack Portal. Appropriate termination charges shall be assessed. All termination fees are in effect once an applicant is assigned to housing, accepts a housing offer or selects a space during the annual room selection process (as an individual or as part of a roommate group). Only Fraternity and Sorority Life may process an on-campus housing termination. Failing to move into a residential facility does not release the resident from this Agreement.

13.2 The resident pays daily charges if this Agreement is cancelled for one of the following reasons: Co-op, Internship, National Student Exchange, International Student Exchange Program, non-registered,

official withdrawals, academic suspensions or employment ends.

13.3 Residents requesting to cancel housing to move off campus after check-in must vacate housing within 48 hours of submitting the request to cancel.

15.0 FACILITY STANDARDS AND GUIDELINES:

15.1 Residential facilities are reserved for the exclusive use of residents, invited guests, and authorized University Personnel.

15.2 Residents are responsible for the behavior of their guests.

15.3 Residents are responsible for reporting all maintenance issues immediately through the online work order system or contacting facility staff.

15.4 Common areas, including but not limited to breezeways, stairwells, stairwell landings, lounges, lobbies, community kitchens and study areas, are maintained by Fraternity and Sorority Life and must remain clear and unobstructed. Therefore, no resident or guest may store personal items in these spaces.

15.5 Residents shall not conduct a business, sales or fundraising endeavors in residential facilities. See <http://policies.ncsu.edu/regulation/reg-07-25-12>.

15.6 Community standards and guidelines are published on the Fraternity and Sorority Life website. Resident compliance with these guidelines, the current edition of the Student Handbook, and the Code of Student Conduct is a material term and condition of this Agreement. Failure to adhere to the aforementioned guidelines and regulations, the written instructions from Disciplinary Conferences, Housing Conduct Board actions, or to comply with the reasonable directives of NC State officials may be deemed a violation of Fraternity and Sorority Life guidelines and grounds for termination of this Agreement. NC State may make changes in Fraternity and Sorority Life guidelines, as deemed necessary in its sole discretion, in the interest of health, safety, discipline or educational purposes, and residents shall abide by such changes.

15.7 Residents are responsible for the security of their assigned space and are encouraged to keep their room doors locked when they are away from the room/apartment or sleeping and are discouraged from leaving guests unattended in their room/apartment.

15.8 Residents should make appropriate arrangements for the disposal of large personal items and not leave items in or around trash dumpsters or recycling containers that could impede access.

16.0 INTERNET SERVICE:

16.1 ResNet Service: A resident's completion of the Housing Application also binds the resident to the ResNet internet service agreement and signifies that the resident has received, read, and accepted all conditions, terms, and policies contained in the ResNet Agreement. By accepting a housing assignment, the resident authorizes ResNet to charge the student's account for ResNet service. For additional information regarding ResNet, please refer to the Office of Information Technology at <https://oit.ncsu.edu/my-it/resnet/terms-and-conditions/>

16.2 Streaming Service: Streaming services are required and are provided in all residential facilities and to all residential residents on their personal devices.

17.0 FORCE MAJEURE EVENTS

17.1 If, at any time during the term of this Agreement, NC State determines that closure of Fraternity and Sorority Life facilities is necessary or advisable to preserve the health and safety of residents and the campus community due to a Force Majeure Event, NC State may terminate or suspend this Agreement, or adjust the housing schedule referenced in Section 3.0 of this Agreement. NC State will not be responsible for any loss or damage to resident, and will not be deemed in default of this Agreement, as a result of any delay or failure to perform any terms or conditions of this Agreement or modification to accommodations due to any Force Majeure Event. Suspension of the Agreement does not extend the Agreement term. Upon cessation of the Force Majeure Event, as determined by NC State, the Agreement suspension will cease, and the Agreement and all of its terms and conditions continue in full force and effect. A Force Majeure Event is defined as an act of God; war; act of terrorism; fire; explosion; natural disaster, to include without limitation, hurricane, flood, and tornado; utility malfunction; loss of electricity or power; strike, lockout, or commandeering of materials, products, plants or facilities by the government or

other order (both federal and state); interruption by government or court order (both federal and state); present and future orders of any regulatory body having proper jurisdiction; civil disturbance, to include without limitation, riot, rebellion, and insurrection; epidemic, pandemic, or other national, state, or regional emergency; and any other cause beyond the reasonable control of NC State.

17.2 In the event NC State requires resident to vacate Fraternity and Sorority Life as a result of a Force Majeure Event, resident will be responsible for removing all valuable personal items at that time. In certain circumstances, NC State may remove possessions and/or furnishings from housing units in order for those units to be used for other emergency purposes. NC State will not be responsible for loss or damage to resident's personal items that must be moved and stored in such instances.

18.0 EXCEPTIONS TO ANY PROVISION OF THIS AGREEMENT:

NC State University retains the discretion to waive any requirements of this Agreement.

19.0 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.

20.0 NOT A LEASE:

This Agreement is not a lease and is not governed by the North Carolina Landlord Tenant Act. NC State residence halls and apartments are located on land owned by the State of North Carolina.