

# Elizabeth City State University Campus Housing Agreement

STUDENT'S FULL NAME \_\_\_\_\_

Period: (Fall) \_\_\_\_\_ (Spring) \_\_\_\_\_ (Summer Session) \_\_\_\_\_

This campus housing agreement is made between Elizabeth City State University (“University”) and the student named on the document (“Student”) and or the student that signs electronically with their banner ID number via Mercury. The parties agree that Student shall be assigned to campus housing on the following terms and conditions for the period stated above.

Students should be mindful that violations of the ECSU Student Code of Conduct could result in the revocation of Housing privileges.

## 01. Eligibility for Campus Housing

Student must be enrolled on a full-time basis to be eligible for a campus housing room assignment.

## 02. Room Assignment

- (a) Student’s room assignment will be made by the University or by the student via Self-Assignment (upper-classmen)
- (b) No one other than the assigned student(s) will be allowed to occupy a room.
- (c) A room reassignment may be made by the University based upon student request or for administrative necessity (will be based on availability).

## 03. Period

Student will be allowed to reside in the assigned room for the period indicated above as long as Student adheres to all terms and conditions of this agreement.

## 04. Fees

- (a) Student must pay a non-refundable campus housing application fee in the amount as established by the University. The application fee will be applied toward Student’s room and board fees.
- (b) If a room assignment is made after the official beginning of a semester, the room and board fees will be prorated.

## 05. Right of Entry

The University reserves the right to enter Student’s room for:

- (a) Emergencies;
- (b) Repairs;
- (c) Upkeep;
- (d) Health and safety inspections; or
- (e) Other administrative necessities.

## 06. Prohibitions

- (a) Student is prohibited from using and/or possessing illegal items including but not limited to: firearms; weapons; ammunition; explosives; illegal drugs; and/or illegal drug paraphernalia.
- (b) Student is prohibited from possessing any of the following items in campus housing facilities: fuel; hot plates; candles; incense; electric cooking items; or pets. HRL reserves the right to remove the prohibited items from your room.
- (c) Student is prohibited from covering smoke detectors or tampering with fire alarms, fire detection devices; fire extinguishers, sprinkler systems or the unauthorized use of fire and emergency exit doors.
- (d) Student is prohibited from engaging in commercial activities in campus housing facilities, including but not limited to, the sale or purchase of goods or services.
- (e) Student is prohibited from smoking tobacco or any other substance in campus housing facilities.
- (f) Student is prohibited from consuming alcoholic beverages in campus housing facilities.
- (g) Student is prohibited from defacing the walls of campus housing facilities.
- (h) Student is prohibited from throwing liquids through windows, doors or the building.
- (i) Student is prohibited from making loud noises; playing radios, stereos, televisions at loud levels; or engaging in behavior that disrupts the quiet enjoyment of other residents.

- (k) Student is prohibited from entering the living area of a student of the opposite sex without authorization.**
- (l) Student is prohibited from falsifying campus housing sign-out rosters or registers.**

## **07. Cleanliness**

**Students are responsible for keeping their living areas at an acceptable level of cleanliness. Living areas are defined as bedrooms, bathrooms, kitchens, living rooms, hallways, etc. Trash is to be removed on a daily basis, floors are to be kept clean and free of clutter.**

## **08. Zero Tolerance Policy**

**A smoking, alcohol or drug violation shall result in immediate eviction from campus housing and the elimination of privileges to visit campus housing facilities.**

## **09. Standard of Conduct**

- (a) Student shall comply with the Code of Conduct as set forth in the current ECSU Student Handbook.**
- (b) Disciplinary action, in accordance with the student judicial process, shall result for violations of the Code of Conduct, university rules and regulations.**
- (c) Disciplinary action, in accordance with the student judicial process, may result for violation of the terms and conditions of this Campus Housing Agreement.**

## **10. Loss/Damage to Personal Property**

- (a) The university shall not under any circumstances assume responsibility for the loss, damage or theft of personal property belonging to Student.**
- (b) Student may obtain personal property insurance to safeguard against loss or damage to his/her personal property. Personal property insurance applications are available through the Office of Housing & Residence Life.**

## **10. Charges for Damages to University Property**

- (a) Occupant(s) of a room or suite will be charged for all damage(s) to university-owned furnishing and equipment within the assigned room or suite.**
- (b) Loss or damages to common areas of a campus housing facility, which are unable to be assessed to a specific occupant, shall be assessed equally to all students whose assigned rooms are located on the floor or suite of the damaged common area.**
- (c) The University will bill damage charges to students' accounts as set forth above.**

## **11. Keys**

- (a) Room keys are the University's property;**
- (b) Room keys must be returned to the University when Student moves out of the assigned room.**
- (c) A fee in the amount of one hundred dollars (\$100.00) will be charged to Student for failure to return a room key or for a lost room key.**

## **12. Cancellation of Room Assignment**

**A room assignment may be cancelled prior to the end of the assigned period by submitting written notification to the Office of Housing and Residence Life and returning the issued room key.**

## **13. Cancellation Fees**

- (a) Students who cancel housing prior to the beginning of the semester will be charged a \$100.00 cancellation charge, and the \$150.00 application charge is non-refundable.**
  - (b) Students who cancel housing on or before the end of the first week of classes will be charged 20% of the housing cost, a \$100.00 cancellation charge, and the \$150.00 application charge is non-refundable.**
  - (c) Students who cancel housing after the first week of classes will be charged 50% of the housing cost for the next four weeks of the semester.**
  - (d) Students who cancel housing after the first four weeks of classes will receive no refund.**
  - (e) Students who are evicted from on campus housing will be responsible for the payment of the entire semester.**
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## Termination of Housing Agreement

Living on campus is not a right, but a privilege. Students may have this privilege terminated if the conditions outlined in the Campus Housing Agreement contract are violated. The termination of the Campus Housing Agreement is not disciplinary in nature, but is necessary in maintaining a safe and comfortable living environment for all residents. Termination of the Campus Housing Agreement does not preclude or take the place of discipline by the University for violations of the Student Code of Conduct or other University rules, civil or legal proceedings. If such conditions warrant the termination of the Campus Housing Agreement, the following procedures will be followed:

01. Student will be notified in writing of any violation of conditions stipulated in the Campus Housing Agreement. The response for the first violation, unless the violation involves fighting, violations of the Drug/Alcohol Policy or serious safety violations will be a warning.
02. Subsequent violations will carry specific sanctions appropriate for the offense. Written notification will accompany such sanctions.
03. If a student violates a major condition of the Campus Housing Agreement or has an accumulation of recorded violations, termination of the housing privilege may be initiated on the recommendation of a Residence Hall Director.
04. The Director of Housing will review the specific student's file, interview the student and approve or deny the recommendation.
05. If the Director of Housing approves the recommendation for termination, a letter will be sent to the student informing him/her of the termination of housing and specify procedures for vacating the assigned room.
06. Termination of campus housing also restricts the specific student from visiting other residence halls.
07. The terminated student may appeal this decision to the Vice Chancellor for Student Affairs. The appeal must be made within 5 days of receiving the letter from the Director of Housing and Residence Life, must be submitted in writing and address one or more of the following conditions:
  - a. The proper procedures were not followed.
  - b. There was insufficient evidence to support the termination.
  - c. Prejudicial bias by members of the Housing staff.
08. The Vice Chancellor for Student Affairs will review the appeal and make a decision based on the conditions listed for the appeal. The decision will be rendered in no less than five days and the decision of the Vice Chancellor for Student Affairs is final.
09. After all appeal procedures have been followed, the terminated student will have 48 hours to vacate the room, complete all check out procedures and turn in his/her room key. Any damages will be recorded and billed to the student's ECSU account.

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## North Carolina Statute 14-286

Please be reminded of the following important information. It is your responsibility as an ECSU student, to familiarize yourself with all of the terms and provisions of this statute. Any violations as related to this statute will be strictly enforced by the offices of: *Campus Police, Safety, Student Affairs, Residence Life*, and by *State and Local Fire and Safety Officials*.

**STATUTE 14-286:** It shall be unlawful for any person to wantonly and willfully give or cause to be given, or to advise, counsel, or aid and abet anyone in giving, a false alarm of fire, or to break the glass key protector, or to pull the slide, arm or level of any station or signal box of any fire alarm system, except in case of fire, or willfully misuse or damage a portable fire extinguisher, or in any way to willfully interfere with, damage, deface, molest, or injure any part or portion of any fire alarm, fire detection, smoke detection or fire extinguishing system. Any person violating any of the provisions of this section shall be guilty of a Class 2 misdemeanor.

In addition to this statute the Office of Housing and Residence Life policy states that it is illegal for any unauthorized use of fire and emergency exit doors. Violators of this policy are bound by the same sanctions and penalties of North Carolina Statute 14-286 and may include any (*or all*) of the following:

1. Cited for a class 2 misdemeanor;
2. A fine up to \$500.00;
3. Suspension from the University;
4. Suspension from Campus Housing; and/or
5. Civil and/or State penalties.

**Your compliance is mandatory.**

### **These damages charges are to support Item 10. of the Elizabeth City State University Campus Housing Agreement**

All students who live in University Residence Halls are bound by the terms and conditions set forth under this Damage Policy. By accepting occupancy in a Residence Hall at Elizabeth City State University, students are agreeing to this policy. Acceptance is defined as receiving a Residence Hall room key and signature on the appropriate Residence Hall contracts and forms. This policy applies to all students who are occupying campus housing during the period when damages occur.

The University will assess damage charges for unauthorized use of and damages or alterations to Residence Halls, including rooms, floors, suites, community bathrooms and common areas. Charges will be rendered for any damages that are not the result of normal wear. When the responsible party or parties allegedly responsible for damages are identified and the evidence is substantiated, charges will be assessed against the responsible party or parties. If the responsible party or parties are not identified, all residents of the hall, a floor, a room or a suite will be held accountable for equal portions of the total damages that occur within the areas, as well as damages that occur in common area(s).

### **Damage Charges - Common Area**

Damage to common areas is the responsibility of each resident. The Department of Residential Life has attempted over a period of time to resolve the difficulty of damages to public areas and the related problem of defraying costs for such damages. Excessive room or common area damage may result in the reassignment of those individual(s) found to be responsible. If the responsible individual(s) cannot be determined, the entire community may share the cost of this damage, whether that is a wing, floor, or whole building.

Common area damage charges are used to assist in repairing or replacing damaged items. Those repairs or replacements that are not completed before the next academic year begins will be completed relative to the availability of personnel and/or additional funds necessary to accomplish the repairs or replacement of the items. Common area damage assessment amounts are not appealable, as they are not fines. Assessment costs include the time, materials, and administrative expense required for correcting unusual cleaning or damage situations.

It is important that a reasonable level of cleanliness be maintained in residence hall areas. If it is determined that the cleanliness level in a room, suite, bathroom or apartment is unacceptable, the resident(s) will receive a written notice to have the space cleaned within 24 hours or they will be financially responsible for the actual cost of cleaning the room. A similar notice and charge apply to excessive trash in any living areas.

Community bathroom will be cleaned by university housekeeping staff. The cleaning of shared and private bathrooms is the responsibility of the students occupying that suite.

## **Damage Charges**

Please refer below for a price list of average damage charges. Charges for items not included will be assessed on an individual basis, based on the actual cost of repairs and/or replacement. Additional fines can be imposed at the discretion of Housing & Residence Life. The student will be notified and the fines will be implemented to address behaviors that are inappropriate in a living and learning community.

*Windows and Screens:*

Replace screen (aluminum) \$75.00  
Replace screen (wood) \$75.00  
Re-hang screen \$45.00  
Replace windowpane (each) \$120.00  
Replace blinds \$90.00  
Repair blinds \$45.00

*Painting:*

Entire room \$300.00  
1 wall \$75.00  
2 walls \$150.00  
3 walls \$225.00  
Room door \$45.00  
Closet door \$45.00  
Patch/paint holes \$45/hr.

*Cleaning:*

Room (light cleaning) \$50.00  
Room (heavy cleaning) \$100.00  
Bathroom other than Community \$100.00  
Community Bathroom \$300.00  
Remove property \$25.00  
Remove tape, tacks, and decals \$25.00 from  
Doors/walls (per wall/door)  
Replace ceiling/floor tiles \$15.00 (per piece)

*Keys/Locks/Doors:*

Re-key lock cylinder \$100.00  
Repair room/bathroom door \$50.00  
Replace room/bathroom door \$200.00  
Replace closet door \$100.00  
Re-hang closet door \$50.00  
Proximity reader card \$25.00  
Unsecured doors \$25.00 per door

*per student Keys/Locks/Doors  
(con't):*

Replace front door key \$100.00  
Replace gate card \$100.00  
Replace closet key \$25.00

*Furniture Replacement:*

Bed \$180.00  
Desk \$289.00  
Desk chair \$125.00  
Dresser \$250.00  
Dresser drawer \$50.50  
Mattress \$150.00  
Mirror \$35.00  
Wardrobe \$300.00  
Sofa \$500.00

*Lighting:*

Repair desk light \$45.00  
Replace florescent light fixture \$95.00

*Bathroom:*

Replace towel bar \$40.00  
Replace commode seat \$45.00  
Replace commode \$200.00

*Fire Safety Equipment:*

Replace exit sign (single) \$90.00  
Replace exit sign (double) \$100.00  
Recharge fire extinguisher \$200.00  
Replace fire extinguisher \$150.00  
Response to false alarm \$500.00  
Replace smoke detector \$125.00  
Covered smoke detector \$500.00

**Damage charges must be paid prior to the end of the semester.**

**Entry to Student Rooms** Duly authorized agents and representatives of the university will have the right to enter housing space for the purpose of inspection and maintenance, emergency situations, and to request the removal of electrical equipment or any contraband items not in conformance with the hall regulations

***By his/her signature below, Student (or Student's parent or guardian) hereby certifies that he/she has read, understands, and agrees to abide by the terms and conditions of this agreement and has received a copy of the agreement on the date set forth below. (Signature of Parent or Guardian required for student under the age of 18.)***

\_\_\_\_\_  
*Student Signature*

\_\_\_\_\_  
*Parent/Guardian Signature*

\_\_\_\_\_  
Student's Printed Name

***For***

\_\_\_\_\_  
Student's Printed Name

\_\_\_\_\_  
Student's I.D. Number

\_\_\_\_\_  
Student's I.D. Number

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



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