2014-2015 UNIVERSITY HOUSING LICENSE AGREEMENT

1. ELIGIBILITY:
   a. Coastal Carolina University residents must be degree-seeking, full-time students (see the university catalog) and may be removed when not in compliance. Reducing or dropping credits does not release a resident from the financial and other obligations of this agreement even in cases of removal, suspension, or withdrawal. Freshmen and sophomore students are required to live in University operated residences unless they are married, a parent, a veteran, or living with their own parents/guardians.

2. DEFINITIONS:
   b. Agreement: the housing application and this agreement are understood as a license agreement for the occupancy and use of residential space operated by Coastal Carolina University.
   c. Application Date: the date the University receives the resident’s complete housing application, a $50 non-refundable application fee, and $100 non-refundable housing prepayment.
   d. Break(s): any day or days on which the residences are closed.
   e. Departmental Contact Information: Mail - University Housing, Coastal Carolina University, P.O. Box 261954, Conway, SC, 295286054; Email – housing@coastal.edu; Phone – (843) 349-6400; Fax – (843) 349-6425.
   f. Housing Fee: the fee to be paid for use of the room. Housing fees are set annually by the Coastal Carolina University Board of Trustees.
   g. Occupancy: Occupancy will begin by checking into a residence as defined herein whether or not the resident moves in for the term of the agreement.
   h. Residence(s): includes and refers to any residence hall, apartment, or other space operated by the University.
   i. Resident(s): the person who will be registered as a student at Coastal Carolina University and occupy the room assigned by the University regardless of the source of payment.
   j. Room: bed, space, room, apartment, or suite assigned to the resident.
   l. Summer: Monday, May 11, 2011 through Friday, August 7, 2011. Residents may only live in residences during summer sessions for which they are registered (May, Summer I, Summer 8 Week, and/or Summer II).
   m. University: Coastal Carolina University and the offices charged with executing its mission.

3. AGREEMENT PERIOD AND EFFECTIVE DATES:
   a. This agreement is effective throughout the academic year and summer regardless of residence closures or University holidays.
   b. Residences operated by the University will be open from Monday, August 18, 2014 through Friday, May 8, 2015 not including the winter break. Specific move-in and move-out dates will be published regularly and can be found online.

<table>
<thead>
<tr>
<th>Fall Semester</th>
<th>Winter Break</th>
<th>Spring Semester</th>
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<tbody>
<tr>
<td>8/18/14 – 12/14</td>
<td>12/12/14 – 1/10/15</td>
<td>1/10/15 – 5/8/15</td>
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</tbody>
</table>

   c. All residents must vacate their residences during the winter break, but may leave their personal belongings. Residences remain open during all other University holidays and closures during the academic year including the Thanksgiving holiday and spring break.
   d. Break occupancy may be permitted as both space and staff are available and at an additional cost, but only for residents with a verified need to remain. Requests for break occupancy will be considered on a case-by-case basis and are only granted with the permission of the Director of University Housing, or designee.
   e. University Housing offers a limited number of students an Academic Year Plus License Agreement (AY+ Agreement) allowing approved students to remain in their assigned space during the winter break. Students who request the AY+ Agreement and are assigned to the AY+ Community must understand the following: their student account will be assessed an additional fee to the regular housing fees, limited services will be available during the break period and the student will be held to the published break stay expectations.
   f. Residents granted specific permission to remain in university housing during break periods may be asked to leave immediately without refund of any additional fees or charges if a preponderance of information indicates a violation of the Code of Student Conduct, the Community Living Guide, or this agreement.

4. OFFICIAL COMMUNICATION:
   a. Admitted Coastal Carolina University students are issued a @coastal.edu email address and all electronic communication will be sent to the @coastal.edu email address. Residents are responsible to know and abide by the information sent to this address.
   b. Written communication may also be sent to residents’ assigned campus mailbox, held at the University Housing office for pick-up, or delivered to a resident’s assigned space.
   c. University Housing reserves the right to use the resident’s cell phone number, as reported by the student, without being responsible for any charges incurred by the resident.
   d. In accordance with the Family Educational Rights and Privacy Act of 1974 (FERPA), the University may release directory information without the prior written consent of students. Residents may opt to conceal their directory information from release by the University by completing the Student Directory Privacy Request Form available from the Office of the Registrar. For a complete definition of directory information please refer to the following website: http://www.coastal.edu/registrar/ferpa.pdf.

5. APPLICATION, APPLICATION FEE AND HOUSING PREPAYMENT:
   a. Students must be admitted to Coastal Carolina University before an application will be accepted. Students must complete and submit the application, a $50 non-refundable application fee, and a $100 non-refundable housing prepayment. The housing prepayment will be applied to the total fall housing fee for the resident’s assigned room and is collected at this time to guarantee a space.
   b. The priority application deadline is May 1, 2013. Application before or after this date does not guarantee assignment nor does it guarantee that preferences can or will be met.
   c. Residents will be held responsible for the veracity of the information provided on this application. If University Housing determines information provided on one’s housing application is false or inaccurate, a resident may be removed from University operated housing or be transferred to a different residence at their expense and without regard for their application date or preferences.

6. ASSIGNMENT AND TEMPORARY ASSIGNMENT:
a. Assignment to and occupancy of a room is subject to University admission, enrollment in University classes, completion of the application and space availability and conveys no right to storage beyond the dates of occupancy nor requires the University to provide such space beyond the assignment.
b. University Housing will make every effort to assign each resident based on the preferences he or she ranked on the housing application. The University is not able to guarantee an assignment to any specific space.
c. Residents with a documented medical condition or disability who may need special accommodations should register with Accessibility and Disability Services and should complete the Special Housing Request form available by contacting staff in University Housing or Accessibility and Disability Services. Accommodations cannot be provided without specific requests.
d. Residents approved to have service animals (per ADA) or therapy animals (per FHA) are responsible for the animal’s health, the cleanliness and condition of their assigned space, clean-up and removal of animal waste. When the service or therapy animal is not aiding the approved resident it must be kept in appropriate container in the resident’s assigned space. Residents will be charged for any damages, necessary cleaning, or losses that occur as a result of the behavior of a service or therapy animal.
e. Requests to change preferences chosen in the application may be submitted in writing to University Housing until May 1, 2013.
f. In cases of expanded occupancy, where the number of residents offered an assignment exceeds the number of beds normally assigned, residents may be given a temporary assignment. Residents with temporary assignments will be made aware of his or her status prior to occupancy.
   Residents will not be given the option to remain in a temporary assignment when a permanent assignment becomes available.
g. University Housing does not assign spaces, accept requests to change assignments, or make assignment changes based on race, color, religion, national origin, disability, or veteran status. A resident’s sex, as reported on the University admissions application, is used to govern assignments to single sex spaces and single sex shared bathrooms.

7. ROOM CHANGE REQUESTS:
   a. Residents may only change rooms with permission from University Housing and no room changes will take place in the first two weeks or last two weeks of any academic term.
   b. No room changes will occur if the requesting resident’s University account is not paid in full or if he or she does not have an up to date payment plan (www.coastal.edu/studentaccounts/tuition.html) in effect, unless the move ends a temporary assignment.
   c. The daily rate may be charged for more than one assigned space if a resident fails to properly checkout (see paragraph 15).

8. CANCELLATION PRIOR TO OCCUPANCY:
   a. Cancellation of this application prior to occupancy is only valid if received in writing via postal mail, Coastal Carolina University email, hand delivery, or fax according to the schedule of applicable dates herein. Only the student who entered into this application, or the parent who signed the housing application and license agreement on behalf, may submit a cancellation request. The date of receipt as recorded by University Housing staff will serve as the date of official notification.
   b. Cancellation prior to occupancy will result in the forfeiture of the non-refundable $50 application fee and non-refundable $100 housing prepayment regardless of the date of cancellation. Students not required to live in University Housing who make an application must be aware that the schedule for cancelling that housing application is as follows and failure to cancel will result in a charge not to exceed the full fee for the applicable housing term:

<table>
<thead>
<tr>
<th>Semester</th>
<th>Date</th>
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<tbody>
<tr>
<td>Fall Semester</td>
<td>May 1, 2014</td>
</tr>
<tr>
<td>Spring Semester</td>
<td>November 1, 2014</td>
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<tr>
<td>Summer Terms</td>
<td>April 1, 2015</td>
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<tr>
<td>After the priority application deadline</td>
<td>Within two (2) weeks of application</td>
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</tbody>
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9. OCCUPANCY AND CHECK-IN:
   a. Occupancy begins when a resident accepts a key to his or her assigned or temporary space whether or not he or she moves into the assigned space. Only the assigned resident may take possession of the key, check in to, and occupy the assigned space.
   b. A resident may only occupy the type of room for which the resident is paying. Cohabitation and long-term guests are prohibited.
   c. When necessary, a resident may be required to move to another room in order to consolidate unassigned space. If a resident is assigned and occupies a disability-adapted room, the resident may be required to change rooms at any time in the event that there is a need to accommodate a resident with a permanent or temporary disability.
   d. If a new resident fails to take occupancy by 7:00 p.m. on the Sunday prior to the start of classes in any agreement period and fails to submit a written cancellation notice he or she will be considered a “no show”.
   e. A “no show” resident who is no longer enrolled will have his or her assignment cancelled and will forfeit all fees paid until that point. A “no show” resident who remains enrolled will remain assigned; though assignment may change at the discretion of University Housing, and will be held responsible for the full financial obligations of the license agreement.
   f. In the event that a resident must check-in later than the published residence hall opening dates, he or she must notify University Housing in writing prior to August 1 (fall) or December 15 (spring).

10. HOUSING FEES AND FINANCIAL RESPONSIBILITIES:
    a. Payment of housing fees covers the limited and specific use of the assigned space. Excessive, abusive, or unauthorized use of any space, furniture, or utility will result in additional fees and/or action under the Student Code of Conduct.
    b. Housing fees are due in full on or before the final day of registration and prior to occupancy or in accordance with the installment payment plan.
    c. By officially occupying a room, the resident assumes full responsibility for the financial obligations of the agreement and specifically agrees to pay the housing fee in full as per the application and any associate fees, whether or not the resident actually lives in the assigned space.
    d. Residents will be responsible to pay housing fees and related expenses and that account may be referred to a collection agency if he or she fails to make timely payments. In that event the resident will be responsible for all collection costs, attorney fees and court costs incurred by the University in collecting delinquent account.

11. MEAL PLAN REQUIREMENT, CHANGES, AND REFUNDS:
    a. All students required to live in university housing are required to have a meal plan.
    b. Required meal plans will not be cancelled or refunded when a student is removed from university housing for a violation of the Code of Student Conduct, Community Living Guide, and this license agreement.
    c. Residents may change their meal plan during the first two weeks of each major academic term.
12. RELEASE FROM THE AGREEMENT:

a. Full housing fees will be charged to residents who check out of a room voluntarily, do not withdraw from the University, and remain registered for at least one academic credit during a term within the agreement period.

b. Full housing fees will not be refunded or prorated when a student is removed from university housing for a violation of the Code of Student Conduct, Community Living Guide, and this license agreement.

c. If a resident withdraws from the University and remains withdrawn for the full 2014-2015 academic term, and checks out properly, the resident will be charged housing fees based on the dates of his or her occupancy plus a license agreement release fee, according to the following schedule:

<table>
<thead>
<tr>
<th>If the Resident’s check-out date is on or between:</th>
<th>Fall</th>
<th>Prorated Fall Housing Fees + $400</th>
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</thead>
<tbody>
<tr>
<td>08/15/14 &amp; 09/19/14</td>
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<tr>
<td>09/20/14 &amp; 10/17/14</td>
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<td>10/18/14 &amp; 11/14/14</td>
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<td>11/15/14 &amp; 12/13/14</td>
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<tr>
<td>Prorated Fall Housing Fees + $300</td>
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<tr>
<td>Prorated Fall Housing Fees</td>
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<tr>
<td>Full Fall Housing Fees</td>
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<tr>
<td>Spring</td>
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<td>1/10/15 &amp; 02/13/15</td>
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<td>02/14/15 &amp; 03/13/15</td>
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<td>04/18/15 &amp; 05/15/15</td>
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<tr>
<td>Prorated Spring Housing Fees + $400</td>
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<td>Prorated Spring Housing Fees + $350</td>
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<td>Prorated Spring Housing Fees + $300</td>
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<tr>
<td>Full Spring Housing Fees</td>
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d. If a resident withdraws during the fall term and gains re-admittance and is registered for classes during the spring term, this agreement remains in effect and the resident will be charged full housing fees as applicable. A new assignment will be issued based on availability at the time of re-admittance.

e. Residents who leave the University and check out pursuant to paragraph 15. to: attend an official University approved program (i.e. internship, study abroad, National Student Exchange, or another student exchange program); answer an enlistment or draft order into military service; take a medical/psychological withdrawal from the University; graduate from the University at the end of the fall semester, will be released without being charged the license agreement release fee provided official paperwork has been filed with University Housing prior to a proper check-out. These students will be charged an appropriate daily rate and held accountable for damages.

f. University Housing will follow the Coastal Carolina University Student Death policy relative to the accounts of residents who die during a license agreement term.

g. University Housing reserves the right to terminate this agreement if payments are not received by the associated due date and/or assess a late fee to any unpaid balance in accordance with University Policy.

h. Requests for release should be addressed to one’s Resident Director who will evaluate individual requests and related documentation before determining whether or not the request will be forwarded to the License Agreement Appeal Committee (LAAC). The LAAC will make the final decision on behalf of the University with regard to requests for release from this license agreement.

i. Exemption from the agreement and the associated housing requirement will be governed by University Housing policy and this agreement and requests for exemption are only accepted prior to application.

13. DAMAGES, LOSSES, AND FEES:

a. Residents are financially responsible for all damages to and losses of University property attributable to act, omission, neglect, or participation in any group activities.

b. Residents are responsible for removing their own trash and placing it in the designated outdoor receptacle (e.g. dumpster) and may be charged $25 for each box, bag, or uncontained item of trash not properly disposed of during the agreement term or following check-out.

c. Residents are prohibited from having items that may pose community safety risks and/or damage the residential facilities. A thorough, but not exhaustive list of these items is available online (www.coastal.edu/housing). University Housing reserves the right to require the removal of any item deemed to be a community safety or damage risk and if necessary will remove and send home – at the resident’s cost – items not removed at the request of University Housing.

d. In the event that damage cannot be attributed to a specific resident or a group of residents, such as trash found or damages occurring in a community or common area of the residence, associated charges will be divided equally among all non-staff residents of a room, floor, or residence. These charges will be applied if the individual charge is equal to or greater than $2.50 per resident.

e. Residents may be charged for all keys broken, lost, or unreturned. The cost of the key will depend on the residence to which the resident is assigned.

f. Acts of vandalism and other criminal acts/conduct are subject to financial and disciplinary action and to prosecution by state and local authorities.

g. Residents may appeal fees for damages or fees in writing within 90 days of termination of the license agreement period during which the charge was applied or the date the charge, or fee, was applied whichever is later. The appropriate form and contact information for your Resident Director, who will be responsible for hearing the appeal, can be found online (www.coastal.edu/housing).

h. The University is not responsible for loss, theft, or damage to a resident’s or other person’s personal property for any cause (including unforeseen facilities issues such as equipment malfunction, natural disasters, water leaks, floods, fire, etc.). Residents are urged to check with their parent or guardian’s Homeowners Insurance to determine if their belongings are covered or consider individually purchasing Renters Insurance while at the University.

i. Routine maintenance requests will only be accepted via SchoolDude – Coastal Carolina University’s electronic maintenance request system via https://www.coastal.edu/housing/service/ – and it is the exclusive method that prompts action. The University shall be held harmless if a request is not made through standard procedure. Emergency maintenance issues should be submitted promptly via phone to on-call staff University Housing staff (numbers posted in your community), the University Housing main office (843-349-6400), and the Department of Public Safety (843-349-2177). Failure to submit a routine or emergency maintenance request may result in a charge to a resident’s account for the cost of the repair. Submission of a routine or emergency maintenance request may also result in a charge to a resident’s account for the cost of the repair depending on the cause and circumstances especially for things beyond normal wear and tear.

14. CONDUCT:

a. Residents must comply with all local, state and federal laws, Coastal Carolina University policies and any policies adopted and/or published during the term of this application. Failure to do so may result in sanctions including, but not limited to, administrative transfer to another
residence, prohibited visitation in specific residence(s), removal from University-operated residences, and/or from the University entirely in accordance with the Code of Student Conduct.

b. A resident does not have exclusive possession or control of the room to which he or her is assigned. Use is granted in accordance with this application and under the supervision of University Housing. Use of any University Housing operated space for commercial purposes is prohibited.

c. Residents may be removed from their residence for conduct-related offenses including, but not limited to: tampering with fire safety equipment or devices; making a bomb threat; possession of large amounts of alcohol or repeated use of alcohol; underage possession of alcohol; possession and/or use of illegal/illicit drugs or associated paraphernalia; intent to distribute drugs; misuse/abuse of prescription drugs; abusive, disorderly, or obscene conduct; or possession of a weapon.

15. CHECK-OUT PROCEDURES:

   a. In order to check out properly, a resident must make an appointment with a University staff member, typically his or her own Resident Assistant or Resident Director, during which a resident must demonstrate that all personal belongings have been removed; thoroughly clean their assigned space(s); be present for the completion of the room condition report by a University staff member and sign that document; return any issued keys to his or her community desk; and return any University equipment.

   b. Residents who fail to check out properly will be charged a $100 improper check-out fee, be held responsible for the condition of his or her room as determined by University staff and forfeit their right to appeal all charges including, but not limited to, the cost of replacing the issued keys, disposal of personal belongings, and any required cleaning or maintenance/repair.

   c. Check-out will ordinarily occur by 12:00 p.m. (noon) on the Saturday immediately following exams, within 24 hours of a resident’s last final exam or officially withdrawing from the University, whichever comes first. Graduating seniors and residents assisting with commencement may be granted a 24-hour extension, but must submit an official break stay request to take advantage of this privilege.

16. THE UNIVERSITY RESERVES THE FOLLOWING RIGHTS:

   a. To change or cancel assignments at will or in the interest of order, discipline, emergency, health, safety, welfare or another substantial administrative reason.

   b. To allow authorized personnel to enter and inspect rooms at any time to verify the presence and condition of inventoried University property or occupancy; to perform regular, preventative, and requested maintenance; and to enforce standards of safety, health, University Policy and the Code of Student Conduct. This entry may include conducting supervised administrative searches of assigned spaces and residents’ belongings when a preponderance of evidence indicates a potential violation of the Code of Student Conduct, the Community Living Guide, or this agreement.

   c. To prohibit non-residents from being on the premises of individual and/or multiple residences for discipline, emergency, health, safety, welfare, other substantial administrative reasons in the interest of order.

   d. To temporarily or permanently, remove or defer removal of, the resident from individual and/or all residences for non-compliance with any terms and conditions of this application. Residents who are removed from residences will be charged the full housing fee amount as per the application and agreement.

   e. To revise or amend this agreement from time to time to meet administrative needs.

   f. To retain possession and control of the assigned or utilized space. This agreement constitutes a license to use and occupy the premises, as assigned, for a specific purpose. This agreement is not a lease to possess the room/residence or to transfer any interest in the room/residence to the resident.

17. TERMS OF THE ENTIRE AGREEMENT:

   a. The provisions contained in this agreement, made and entered into in the County of Horry, State of South Carolina, and governed and construed in accordance with the South Carolina Code of Laws, constitute the entire agreement between the parties with respect to the subject matter of this agreement, and no prior or contemporaneous statement or inducement with respect to the subject matter by either party or by any agent or representative of either party that is not contained in this agreement shall be valid or binding between the parties. The resident agrees that if the University is forced to use legal counsel or a collection agency to enforce this agreement, the resident will pay the collection costs, attorney's fees, and court costs in obtaining payment of amounts due under this agreement and any associated interest in accordance with University policy and the South Carolina Code of Laws.