

# 2020-2021 UNIVERSITY HOUSING STUDENT LICENSE AGREEMENT

*This license agreement is for new and returning graduate and undergraduate students only.*

## 1. HOUSING ELIGIBILITY AND REQUIREMENT:

- a. Coastal Carolina University (CCU) residents are typically degree-seeking, full-time students (see the university catalog) and may be removed when not in compliance, but may be eligible for housing if participating in a University approved activity at the discretion of University Housing (UH). A voluntary or involuntary reduction of credits (i.e. dropping classes) does not release a resident from the financial and other obligations of this agreement and the University Housing requirement (STUD-336) even in cases of removal, suspension, or withdrawal.
- b. CCU is committed to providing its students with a comprehensive educational experience that includes a residential component. Therefore, all degree-seeking, full-time, first and second-year students who graduated from high school within two calendar years prior to enrolling in Coastal Carolina University are required to live in residential communities operated by UH and to purchase a meal plan. Possible exemptions and the process for requesting exemptions are described in policy STUD-336. Being automatically or manually marked as exempt will not prevent a student from choosing to apply for housing and entering into the annual license agreement or from purchasing a meal plan. For more information about the requirement please refer to policy STUD-336 on the University Policies website, [www.coastal.edu/policies/](http://www.coastal.edu/policies/).
- c. Notification of acceptance to CCU by the Office of Admissions and Merit Awards does not constitute an assignment to or guarantee of a space in UH or acknowledgement of this license agreement.

## 2. DEFINITIONS:

- a. **Academic Year:** Wednesday, August 19, 2020 through Thursday, May 6, 2021.
- b. **Agreement:** The housing application and this agreement are understood as a license agreement for the occupancy and use of residential space operated by CCU.
- 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 University Housing residences are closed.
- e. **Departmental Contact Information:** Mail – University Housing, Coastal Carolina University, P.O. Box 261954, Conway, SC, 29528-6054; Email – [housing@coastal.edu](mailto: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 CCU 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 CCU 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.
- k. **Spring Only:** Monday, January 11, 2021 through Thursday, May 6, 2021.
- l. **Summer:** Monday, May 11, 2020 through Friday, August 7, 2020. 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:** CCU 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 Wednesday, August 19, 2020 through Thursday, May 6, 2021 not including the winter break. Specific move-in and move-out dates will be published regularly and can be found at [www.coastal.edu/housing](http://www.coastal.edu/housing).
- 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 (except emergency weather or safety closures) during the academic year including the Thanksgiving holiday and spring break.
- d. Extended Stay Housing 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 Extended Stay Housing will be considered on a case-by-case basis and are only granted with the permission of the Senior Director of University Housing, or designee. For more information about Extended Stay housing, please refer to policy STUD-334 on the University Policies website, [www.coastal.edu/policies](http://www.coastal.edu/policies).
- e. Residents granted specific permission for Extended Stay Housing 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 CCU 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 (UH) office for pick-up, or delivered to a resident's assigned space.
- c. UH reserves the right to use the resident's cell phone number, as reported by the student, for both telephone calls and text (SMS) messages 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: [www.coastal.edu/registrar/studentrights](http://www.coastal.edu/registrar/studentrights).

**5. APPLICATION, APPLICATION FEE AND HOUSING PREPAYMENT:**

- a. Students must be admitted to CCU 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 confirm the applicant’s intent to live in University Housing (UH).
- b. The priority application deadline is May 15, 2020. 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 UH 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 (UH) will make every effort to assign each resident based on the preferences the resident 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 UH or Accessibility and Disability Services. Accommodations cannot be provided without specific requests.
- d. Residents approved to have service animals (per ADA) or support 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 support animal is not aiding the approved resident, it must be kept in appropriate cage or crate 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 support animal.
- e. Residents may make changes to their housing application when available via *MyCoastalHome*.
- 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 their status prior to occupancy. Residents will not be given the option to remain in a temporary assignment when a permanent assignment becomes available.
- g. UH 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 legal sex, as represented in the University’s student information system of record is typically 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 UH 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 the resident does not have an up to date payment plan ([www.coastal.edu/studentaccounts/paymentplan/](http://www.coastal.edu/studentaccounts/paymentplan/)) 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. RELEASE PRIOR TO OCCUPANCY:**

- a. Cancellation of this application prior to occupancy is only valid if received through *MyCoastalHome* or in writing via postal mail, CCU 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 of a student under the age of 18, may submit a release request. The date of receipt as recorded by UH staff will serve as the date of official notification.
- b. Release 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 release.
- c. Students required to live in UH may not cancel a housing application and license agreement without receiving an exemption and will be held to the license agreement if enrolled during the license agreement term.
- d. Students who decline or cancel enrollment or are not required to live in UH may cancel their housing application and license agreement with a license agreement release fee based on the following schedule:

Academic Term	No release fee if received by	\$100 release fee if received by	\$200 release fee if received by	\$400 release fee if received by
Maymester / Summer 1	April 15, 2020	May 1, 2020	First Day of Class*	n/a
Summer 2	June 1, 2020	June 15, 2020	First Day of Class*	n/a
Academic Year (Fall / Spring)	June 1, 2020	June 15, 2020	July 1, 2020	First Day of Class*
Spring Only	December 1, 2020	n/a	January 4, 2021	First Day of Class*

\*Release after the first day of class (if a resident does not take occupancy) will be governed by paragraph 9.e.

**9. OCCUPANCY AND CHECK-IN:**

- a. Occupancy begins when a resident accepts a key to their assigned or temporary space whether or not they move in to 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. the day prior to the first day of classes in any agreement period and fails to submit a written release notice the resident will be considered a “no show”.
- e. A “no show” resident who is no longer enrolled will have their assignment cancelled and will forfeit the non-refundable \$50 application fee and non-refundable \$100 housing prepayment and is charged the \$400 (\$200 for a summer term) “no show” or license agreement release

fee. A “no show” resident who remains enrolled will remain assigned, though assignment may change at the discretion of UH, and will be held responsible for the full financial obligations of the license agreement.

#### **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 associated fees, whether or not the resident actually utilizes the assigned space.
- d. Residents will be responsible to pay housing fees and related expenses and overdue accounts may be referred to a collection agency by the Office of Student Accounts if a resident fails to make timely payments. In that event, the resident will be responsible for reimbursing the University for the collection agency's fees up to 33.34% and all other costs and expenses, including reasonable attorney's fees, incurred in such collection efforts.

#### **11. MEAL PLAN REQUIREMENT, CHANGES, AND REFUNDS:**

- a. All first and second year students required to live in University Housing (UH) are also required to have a residential meal plan.
- b. Required meal plans will not be cancelled or refunded when a student is removed from UH for a violation of the Code of Student Conduct, Community Living Guide, or this license agreement.
- c. Residents may change their residential meal plan during the first two weeks of each major academic term.
- d. Meal plan cancellations resulting from withdrawal will result in a charge equal to the prorated daily cost of the meal plan in addition to used declining dollar balance.

#### **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 (UH) for a violation of the Code of Student Conduct, Community Living Guide, or this license agreement.
- c. If a resident withdraws from the University or becomes academically ineligible (including CEaL and Bridge residents) and remains withdrawn or ineligible for the full 2020-2021 academic term, and checks out properly, the resident will be charged whichever is the lesser of the prorated nightly housing fees based on the dates of the student's occupancy plus a license agreement release fee of \$400 (\$200 for a release during a summer term) or the balance of term's housing fee already on the student's account. 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.
- d. Residents who are released from the license agreement will be charged a license agreement release fee of \$400 except in the following situations:
  - attend an official University approved program (i.e. internship, study abroad, National Student Exchange, or the equivalent);
  - 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.
- e. UH will follow the CCU Student Death policy relative to the accounts of residents who die during a license agreement term.
- f. UH 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.
- g. Requests for release should be addressed to one's Community Coordinator who will evaluate individual requests and related documentation before determining whether or not the request will be forwarded to the Assistant Director of Assignments and Marketing for review. The Assistant Director of Assignments and Marketing will follow departmental guidelines and determine if the request warrants administrative approval or denial or if it should be forwarded to the License Agreement Appeal Committee (LAAC). If the resident feels the administrative decision is not acceptable, the resident can appeal to the LAAC. The LAAC will make the final decision on behalf of the University with regard to requests for release from this license agreement.
- h. Exemption from the agreement and the associated housing requirement will be governed by UH 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. Residents will not be billed for normal wear and tear (as determined by University Housing (UH) staff) and the completion of or failure to complete a maintenance request does not specifically determine if charges will or will not be assessed.
- 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](http://www.coastal.edu/housing)). UH 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 UH.
- 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 30 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 Community Coordinator, who will be responsible for hearing the appeal, can be found online ([www.coastal.edu/housing](http://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 about their Homeowners Insurance to determine if their belongings are covered or consider individually purchasing Renters Insurance while at the University.
- i. There will be no refund, proration, or adjustment of charges or fees for the time the University, building, or specific unit is closed due to facility, environmental, or weather-related events or disasters.
- j. Routine maintenance requests will only be accepted online via *MyCoastalHome*. The University shall be held harmless if a request is not made through standard procedure. Emergency maintenance issues must be submitted promptly via phone to on-call staff UH staff (numbers posted in your community), the UH main office (843-349-6400), or the Department of Public Safety (843-349-2177).

**14. CONDUCT:**

- a. Residents must comply with all local, state and federal laws, CCU 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 the resident is assigned. Use is granted in accordance with this application and under the supervision of University Housing (UH). Use of any UH 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 the resident's own Resident Adviser or Community Coordinator, 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 inspection by a University staff member; return any issued keys as directed; and return any University equipment.
- b. Residents who fail to check out properly will be charged a \$100 improper check-out fee and be held responsible for the condition of their 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 within 24 hours of a resident's last final exam or officially withdrawing from the University or by 12:00 p.m. (noon) on the day immediately following exams, whichever comes first. Graduating seniors and residents assisting with commencement may be granted a 24-hour extension, but must submit an official extended stay request to take advantage of this privilege.
- d. Residents who select the Express Checkout option and follow the appropriate steps will be considered checked out properly. Residents completing an Express Checkout waive their right to appeal any damages, cleaning or other checkout charges.

**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 reasonable suspicion suggests 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.
- g. To order the evacuation and closure of all housing facilities, a single or group of buildings, or a single or group of units due to a facility, environmental, or weather-related event or disaster. In the event such an evacuation or closure is ordered, the University will not operate as a designated shelter and will not provide a shelter-in-place option in University operated residences. UH will remain closed until such time as all services have been restored and it has been deemed safe to reopen.

**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.

#### **18. COVID-19 RESPONSE IN CCU RESIDENTIAL COMMUNITIES:**

- a. The risk of exposure to COVID-19 exists in any public place where others are present including residential communities. COVID-19 is an extremely contagious disease that can lead to severe illness and death. Residents with certain underlying medical conditions are more vulnerable to severe complications from COVID-19 infection. While University Housing, on behalf of Coastal Carolina University, has taken additional health and safety measures to mitigate the spread of COVID-19, by living in our residential communities, Residents voluntarily assume all risks related to exposure to COVID-19.
- b. Residents are required to follow all posted and verbal instructions related to COVID-19 while living in residential communities operated by Coastal Carolina University.
- c. Residents are required to adhere to the Heal the Teal Pledge at all times, acknowledging that our residential communities are only as safe as we make them together.
- d. Residents are required to wear face coverings at all times when not in their assigned room, suite, or apartment.
- e. Residents who exhibit any signs or symptoms of COVID-19, as enumerated by the U.S. Center for Disease Control and Prevention (CDC) at <https://www.cdc.gov/coronavirus/2019-ncov/symptoms-testing/symptoms.html>, or if residents have been in close contact with someone who has tested positive for COVID-19, are responsible for contacting Student Health Services within one (1) business day and self-isolating. Self-isolation means NO human contact with ANYONE, including family, friends, and especially going out into the public. Remember, even mild symptoms are able to spread the virus and put others at severe risk.
- f. Residents who need to self-isolate, as described above, are required to notify University Housing for assistance.
- g. In the event of a medical emergency, Residents will call 911, notify the operator if they have or believe they might have COVID-19, and, if possible, utilize a face covering before medical help arrives.
- h. Residents, in accordance with paragraph 16.a. of this agreement and as a result of the COVID-19 pandemic, may be required to move to another room, suite, apartment, building, or residential community operated by University Housing in the event self-quarantine or self-isolation is required by the South Carolina Department of Health and Environmental Control (DHEC) or Coastal Carolina University.
- i. Residents, as a result of the COVID-19 pandemic, must comply with any change to visitors or guest policies in residential communities.
- j. Residents, as a result of the COVID-19 pandemic, might be asked to participate in or comply with additional guidance, instructions, and directives issued or responsive measures undertaken by University Housing beyond those listed in this addendum, the Heal the Teal Pledge, and the Coastal Comeback plan to protect the public health of residents and staff, which may include responding to other communicable diseases in addition to COVID-19.