This addendum applies to all students currently enrolled at Clemson University (Continuing Students), those who were enrolled during a prior term (Former Students Returning), and currently enrolled students in the Bridge to Clemson program at Tri-County Technical College.

#### 1. Period of Contract.

This addendum and attached contract are effective and binding on the date signed and govern housing from August 19, 2023 until May 4, 2024. By signing this contract, the resident agrees to all the terms and conditions outlined in this addendum and in the attached contract.

#### 2. Housing Assignments.

- (a) Students must be 17 years of age as of October 15, 2023 to be eligible to reside in University Housing.
- (b) Current and former students seeking University Housing assignments for the academic year are required to complete an online Housing contract. No fee is required to complete the online Housing contract for continuing and/or former students returning.
- (c) Students seeking University Housing assignments who have never resided on campus will be required to pay the one-time Housing Contract Fee while completing the Housing Contract.
- (d) Students seeking a housing assignment within student organizational block housing will also be required to sign additional living agreements and/or organization agreements related to Fraternity Sorority Housing. Copies of these agreements may be viewed in the office supporting the student organization.

#### 3. Occupancy and Payment.

This contract binds the student to pay housing rental fees according to the University payment schedule for one academic year as defined in section 1 (Period of Contract) above, and to abide by the following occupancy procedures and regulations:

- (a) University Housing may be occupied no earlier than 8:00 AM on Saturday, August 19, 2023. Students who fail to occupy their assigned space by the first day of classes will be bound by this contract but may lose their assigned space and can be assigned to temporary accommodations unless prior arrangements for late occupancy have been made with University Housing.
- (b) If a student is approved for early arrival or late stay, outside the term defined in section 1 (Period of Contract) above, all terms, conditions, policies and regulations of this contract and any attached addenda are also extended to cover that approved length of time, and are therefore, fully binding on the student.
- (c) Most University Housing facilities are closed during the period between the fall and spring semesters. An exception applies for students assigned to Calhoun Courts, Douthit Hills West, and Lightsey Bridge I apartments. These apartment residents may reside in their apartment during the break between semesters only if,
  - (1) they notify Housing of their intent to do so,
  - (2) are enrolled for the spring semester
  - (3) are living in the same apartment space for spring and (4) have an approved reason to stay during the holiday break.
- (d) University Housing must be vacated by 5 PM on Saturday after the last exam. Apartment exception noted in 3(c) applies.
- (e) Graduating students may remain in their assigned space until 10:00AM the day following commencement.
- (f) There will be no refund of University Housing monies during the last six weeks of the/a semester during the contract term as noted in section 1 (Period of Contract).

#### 4. Cancellation of the Contract.

For students not residing in Fraternity Sorority Housing, once the confirmation of an assignment is received, through the self-selection assignment process, or an assignment made by a Housing Assignments Coordinator, a continuing student or Tri-County Technical College Bridge to Clemson student has the option to cancel their

<u>electronically signed contract within 72 hours of confirmed assignment</u>. After this timeframe has elapsed, failure to cancel as prescribed constitutes a legally, binding contract for the academic year.

The academic year contract may be cancelled for the following reasons only:

- (a) Withdrawal from Clemson University; or,
- (b) Withdrawal from the Bridge to Clemson program at Tri-County Technical College; or
- (c) Failure to complete academic criteria as determined by the Bridge to Clemson program at Tri-County Technical College (grade and credit hour requirements) at the end of the spring term of the 2022-23 Academic Year; or,
- (d) Transferring to another college or university; or,
- (e) Marriage (no more than four weeks prior to the wedding date); or,
- (f) Circumstances determined by the University to be sufficiently extenuating as to warrant cancellation (documentary evidence will be required).

#### 5. Contract Cancellations and Fees.

- (a) Students, who request cancellation of this Contract due to extenuating circumstances, must do so by submitting an online Appeals Form located in the Clemson Home Portal. Housing & Dining's Appeals Committee will review the request, determining approval or denial of request, and will notify the student of the decision.
- (b) The Housing & Dining Contract is legally binding and must be upheld by the student until notification has been received via email from the Housing & Dining Appeals Committee.
- (c) Cancellation fee, an amount not to exceed a semester's rental rate for the area assigned, will be applied to the student's iRoar account based on the circumstances of cancellation.
- (d) Fraternity Sorority Housing residents are to abide by the terms in Contract Cancellations and Fees, item 5, of Fraternity Sorority Housing section below.

## 6. Proper Notice of Cancellation Request.

Students who desire to request cancellation of this contract must contact Clemson Home to receive instructions.

#### 7. Quiet Hours.

The expectation of an environment that supports sleep and study takes precedence over the privilege of another to create noise. This expectation of "courtesy hours" is in place 24 hours a day; however, specific quiet hours are in effect from 10:00 p.m. until 8:00 a.m. Sunday through Thursday and 12:00 a.m. – 8:00 a.m. on Friday and Saturday. The Residence Community Council may restrict Friday and Saturday quirt hours to start at 10:00 p.m. with a two-thirds vote of the area residents. Quiet hours shall be in effect in all areas 24 hours a day for a minimum of three days prior to the beginning of final semester exams and continuing through the end of the examination period.

#### 8. Appeals Committee.

Students are encouraged first to contact the University Housing Assignments Office with concerns regarding the contract cancellation process. If the concerns are not resolved satisfactorily, the student is encouraged to submit such concerns to the Appeals Committee. Fraternity Sorority Housing residents are to abide by the terms in Contract Cancellations and Fees, item 5, of Fraternity Sorority Housing section below.

## 9. Collection Fees.

If any collection fees are assessed or attorney's fees expended by the University in the process of obtaining unpaid housing charges, the student will be responsible for the payment of those fees in addition to the unpaid housing charges.

## 10. Rental Rates.

Rental rates for University Housing & Dining are published online at www.clemson.edu/housing-dining.

# FRATERNITY SORORITY HOUSING

- 1. Residency Requirement.
  - Students must have completed one semester at a college or university before they are eligible to live in the Fraternity and Sorority Residential Community. New freshmen may not reside in the Fraternity and Sorority Residential Community their first semester. However, new freshmen who join student organizations during their first semester may move into on-campus Fraternity and Sorority Residential Communities for their second semester with prior approval from the organization, the organization's advisor, and University Housing if space is available.
- 2. Contractual Commitment for Fraternity and Sorority Residential Community.

  The contract for Fraternity and Sorority housing is legally binding at the time it is signed. Unless the student fails to enroll, the student is obligated to pay rent for the full <u>academic year</u>.
- 3. Cancellation of Contract Due to Change in Membership Status. If a student is no longer a recognized member of or disaffiliates with an organization housed in fraternity and sorority housing, the student will be reassigned to other on-campus housing per the 2023-24 Clemson University Housing Contract. Should a cancellation be granted, cancellation charges will be assessed based on the additional living agreements and/or organization agreements related to Fraternity and Sorority Residential Community housing.
- 4. Cancellation of Contract Due to Insufficient Occupancy, Damages or Loss of Recognition as a Student Organization.
  - If a Fraternity and Sorority organization loses the use of their assigned housing due to insufficient occupancy, damages, or loss of recognition as a student organization, students will be reassigned to other on-campus housing, if such housing is available, per the 2023-24 Clemson University Housing & Dining Contract.
- 5. Contract Cancellations and Fees.
  - (a) Students, who request cancellation of this Contract due to extenuating circumstances, must do so by submitting an online Appeals Form located on the Housing & Dining website. Housing & Dining's Appeals Committee will review the request, determining approval or denial of request, and will notify the student of the decision.
  - (b) Organization leadership can support an individual resident's appeal by providing a support documentation letter indicating the desired release for the member. Should an organization support a contract cancelation of an individual resident, the organization would be financially obligated for the remainder of the contract dates which should be acknowledged in the support letter documentation.
  - (c) The Housing & Dining Contract is legally binding and must be upheld by the student until notification has been received via email from the Housing & Dining Appeals Committee.
  - (d) Cancellation fee, an amount not to exceed a semester's rental rate for the area assigned, will be applied to the student's iRoar account based on the circumstances of cancellation.

Revised 7/2022 MG