



# Apartment Contract 2010-2011

## Valdosta State University

### Housing & Residence Life

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Student ID # 87 \_\_\_\_\_

**PLEASE READ AND SIGN THE CONTRACT. RETURN THE COMPLETED CONTRACT, THE APPLICATION, APPLICATION FEE, AND DEPOSIT. KEEP A COPY OF THE CONTRACT FOR YOUR RECORDS.**

**NOTE: Execution of this contract does not guarantee that space will be available in the apartments.**

This contract, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the Board of Regents of the University System of Georgia by and on behalf of Valdosta State University, hereinafter identified as VSU, and (Name of resident, please print):

Last \_\_\_\_\_ First \_\_\_\_\_ Middle \_\_\_\_\_ hereinafter identified as resident.

### WITNESSETH

WHEREAS, in signing this contract the resident has made application for living accommodations in VSU apartments and whereas, VSU desires to assign such accommodations to the resident in VSU apartments for the contract year or any remaining parts thereof, unless otherwise stated, exempting Acts of God, Strike, Natural Disasters and/or occurrences not under the control of VSU. Now therefore, in consideration of the rents and covenants contained herein, VSU and resident agree as follows:

#### I. CONDITIONS OF OCCUPANCY

Occupancy of a VSU owned apartment is contingent upon the exhibition of behavior which is compatible with maintenance of order and propriety. Additionally, the following specific requirements must be met:

- A. Occupancy is specifically limited to those persons who have signed this apartment contract with VSU, and violations of this regulation will result in immediate termination of this agreement by VSU.
- B. The resident must be a VSU student enrolled for at least six credit hours a semester, except for summer term. Note that the six credit hours must be located physically at the VSU main or North campus, not in a satellite location (i.e. King's Bay) or online (i.e. GOML). Special circumstances may be considered.
- C. A resident who leases an apartment designed for more than one person may select their own roommate if space is available. Residents who do not find their own roommate will be assigned one by the Office of Housing and Residence Life.
- D. Apartment residents are not required to be enrolled in summer classes, but are required to pay all appropriate fees for the summer semester.
- E. The apartment may be occupied only by the contracting resident(s). No transfer, assignment or subletting of the license granted by this Contract is permitted. Apartments are not to be occupied at any time by more residents than the apartment is designed to accommodate.
- F. VSU agrees to furnish to resident a housing space in accordance with the terms of this Contract. The parties to this Contract do not intend that an estate, a tenancy or other interest in property should or shall pass from VSU to resident, nor is it intended that a usufruct be granted to resident. Instead it is the intention of the parties that the relationship between VSU and resident be one of licensor and licensee and that the sole right of resident to use his/her assigned housing space as a living unit shall be based upon the license granted in this Contract.
- B. VSU will assign accommodations according to resident preferences and without regard to race, gender, sexual orientation, ethnic or national origin, religion, age, disabled status, or status as a disabled veteran.
- C. VSU does not guarantee assignment in a specific building or with a specific roommate.
- D. VSU reserves the right to refuse housing to any resident who is delinquent in the payment of bills to VSU, who has demonstrated an unwillingness to abide by VSU Code of Ethics and Conduct or published Housing and Residence Life Rules and Regulations, or who exhibits behavior which is incompatible with the maintenance of order and propriety in student housing.
- E. VSU reserves the right to assign or reassign spaces (with at least 24 hours notice) for the benefit of an individual resident, living unit, to accommodate changes in occupancy patterns, or to meet the programmatic needs of VSU.
- F. Residents who request and are assigned to live in a special programs building agree to abide by any additional policies necessary to maintain the desired environment. If the resident fails to abide by the special programs agreement, they may be removed from the building and assigned to another space on campus.
- G. If the unit occupied is a disabled-accessible unit, and the student is not disabled verified through VSU's Access Office for Students with Disabilities which requires him/her to have a disabled-accessible unit, the student agrees to transfer to a non-disabled-accessible unit if the accessible unit is needed for a disabled student.
- H. VSU reserves the right to assign a student any room available including a disabled-accessible unit and the student understands and agrees that he/she shall not be entitled to another assignment different from that offered by VSU.
- I. If a resident is graduating, transferring, or withdrawing at the end of a semester prior to the end of this contract, they must apply to be released from this contract by submitting the Release of Contract form. Upon approval, they must move out and properly check-out no later than noon on the day after graduation.

#### II. PERIOD OF CONTRACT

- A. The contract period is for a twelve month period (beginning on the first day of occupancy for the Fall term and concluding on the last day of occupancy for the Summer term). The resident and his/her parent or legal guardian (if the resident is under age 18) agrees that once the apartment application and deposit fee have been accepted by VSU, the resident will live in VSU apartments and will pay all apartment fees during the period of the contract including but not limited to Fall payment, Spring payment, and Summer payment. Residents who graduate or leave VSU before completion of the contract year may apply to be released from the contract by notifying the Office of Housing and Residence Life via Release of Contract form of their change in status.

**I have read and understand that this is a 12 month contract billed three times a year. Initials \_\_\_\_\_**

- B. A new apartment contract must be completed each Spring by the designated deadline. The period of the contract will begin with the Fall term and expire at the conclusion of the subsequent Summer term.
- C. A space will be held for a resident upon the receipt of a completed application, contract, \$25 nonrefundable application fee, and \$300 deposit. The parties agree and understand that the aforementioned \$25 is not applicable to the payment of room rent, but is a one time fee. The application fee is not transferable to another person. Continuing residents are not required to pay a new application fee each time they reapply for campus housing. Responsibility to show proof of payment of the application fee rests with the resident.
- D. A deposit of \$300 is due at time of application. The deposit will serve to hold a space for the contract year if space is still available. If the Office of Housing and Residence Life is unable to make an on-campus housing assignment then the \$300 deposit will be refunded to the resident's account.
- E. For students on the waiting list, the deposit will be due when the resident is notified of an available space. As long as a resident does not break the housing contract, the initial deposit shall be applied to all subsequently executed contracts until such time as the resident leaves housing. If the resident graduates or withdraws from VSU and notified Housing before the semester begins, the \$300 will be refunded if no other financial obligations to VSU exist. The deposit is not refunded if the resident fails to occupy the room as stated in Section XII paragraph B.
- F. Residents contracting for housing prior to the first day of the term will be held responsible for payment for the entire term regardless of when they check in.

#### III. ASSIGNMENT OF SPACE

- A. Returning residents should note that number of class hours earned and GPA will establish priority for apartment assignment. The exact ratio will be determined each Spring.

#### IV. HOUSING ACCOMMODATIONS DUE TO DISABILITIES

If housing accommodations are needed under the Americans with Disabilities Act, a letter of explanation from VSU's Access Office for Students with Disabilities shall be attached to this contract. Requests for special accommodations must be received at least two months prior to anticipated occupancy.

#### V. VACATION PERIODS

The apartments will remain open during break periods.

#### VI. RESPONSIBILITY FOR DAMAGE

The resident is responsible for the condition of the room furnishings which are assigned to him/her and shall reimburse VSU for all damage to or loss of these accommodations and furnishings. Residents of the apartments may also be required to share the expense of repair or replacement of any property or cleaning in areas commonly used by the residents. Charges will be assessed against the resident by VSU and must be paid promptly. Determination of the amount of such loss or damage shall be made by VSU at its sole discretion. Failure to pay assessment will result in the forfeiture of the deposit and/or a hold on the resident's registration, graduation, or issuance of transcript.

#### VII. ENTERING A RESIDENT ROOM

VSU shall at all times during the term of this Contract retain legal ownership and ultimate possession and control of resident's room and/or VSU property assigned to such room. VSU reserves the right to maintain and preserve the residence halls. Resident hereby agrees that housing staff and personnel and/or VSU personnel, agents and contractors may enter resident's room at any time for safety inspection, maintenance, cleaning, inventories, epidemic or emergency, to claim VSU property, pest control, occupancy verification and/or general repair. Resident hereby authorizes VSU personnel to allow access to the resident's room when access is requested by any law enforcement officer possessing a valid search or arrest warrant. VSU reserves the right to remove and hold in storage any items deemed hazardous to the building or its occupants (i.e., explosives, firearms, alcohol, chemicals, open flame burning items, hunting bows, weapons, etc.). VSU reserves the right to enter resident apartments for any other purpose in accordance with VSU policy. The resident is not required to be present at the time of the inspection.

#### VIII. PAYMENT OF CHARGES

The resident agrees to pay apartment fees (prior to Fall, Spring, and Summer semesters) and other properly billed charges at the time scheduled by VSU. Failure to pay may result in the resident's name being placed in VSU's debt file, which prohibits further enrollment, issuance of transcripts and other records, and may cause the resident to be withdrawn from VSU and to be immediately removed from student housing. For residents withdrawing from VSU, apartment charges will be prorated according to the schedule in the current semester's schedule of classes. Residence Hall activity fees and Post Office box charges will not be prorated.

## IX. GUESTS

During final exam week at the end of each semester, only VSU students will be allowed as overnight guests. With the exception of final exam week, VSU students or individuals who have reached the age of majority (18 years of age) are permitted as guests, but their stays must be limited to short term visits. Short term visits are defined as no more than 3 consecutive overnight stays, with no more than 2 (two) of such visits in a one month period. Each overnight guest must be registered with the Office of Housing and Residence Life. All guests are subject to the rules and regulations of VSU during their stay. Residents are responsible for the conduct of their guests. Minors may not reside in any VSU apartment facility as a guest. Baby sitting services are not permitted. Further, housing space shall not be used for commercial or solicitation purposes.

## X. UNIVERSITY LIABILITY

Although security precautions are taken, VSU does not assume any legal obligation to pay for injury to person (including death) or loss or damage to items of personal property which occurs in its buildings or on its grounds prior to, during, or subsequent to the period of this contract. Residents or their parents are encouraged to carry appropriate insurance to cover such losses. VSU requires that all apartment residents pay the student health fees.

## XI. TERMINATION BY THE RESIDENT

Note: Cancellation of this contract does not constitute withdrawal from VSU. Residents who withdraw from VSU should notify the Office of Housing and Residence Life by submitting the Release of Contract form.

- A. Failure to pay the \$300.00 deposit by the deadlines established in Section II Subsection D of this contract will result in the termination of this agreement.
- B. In accordance with the schedule outlined in section 1 and 2, a resident may choose to cancel this agreement and receive a prorated portion of the deposit. The refund schedule is in effect regardless of when the resident pays the deposit. After occupancy, should the resident choose to cancel the agreement prior to its termination date, no portion of the deposit will be refunded.
  1. For Fall semester:

New Students: On or before June 1, full refund. From June 2 to June 15, \$200 refund. From June 16 to June 30, \$100 refund. After July 1, no portion of the deposit will be refunded.

Returning Students: On or before April 1, full refund. From April 2 to April 15, \$200. From April 16 to April 30, \$100. After May 1, no portion of the deposit will be refunded.
  2. For Spring semester (new residents only): prior to September 30, full refund. From October 1 to October 31, \$200 refund. From November 1 to November 30, \$100 refund. After December 1, no portion of the deposit will be refunded.
- C. Should a resident withdraw from VSU, this contract may be cancelled. This contract may be cancelled by the resident in the event of marriage, military obligations, official withdrawal from VSU and other reasons determined in the sole discretion of VSU to justify termination of the contract. If the resident cancels the contract due to reasons indicated above before the Spring semester, the \$300 will be refunded if no other financial obligations to VSU exist. If other financial obligations exist, the \$300 may be applied towards those obligations.
- D. A resident who must fulfill a student internship for VSU academic credit, participates in the Cooperative Education program, or student teachers whose assignments necessitate residency away from the campus must comply with the contract during the semesters and/or summer term the resident is on campus.
- E. A resident who forfeits the privilege to live in an apartment and who is asked to vacate the room as a result of disciplinary action is not eligible for a refund of that semester's fees or the deposit.
- F. **Buy out** is an option in which a resident may apply to terminate their contract. If approved the resident is responsible to pay 50% of the remaining value of the contract and forfeits the \$300 deposit. A resident may apply to buy out of this contract for 50% of the remaining value of the contract. This written request to buy out of the contract must be made in writing by November 15 for residents desiring to buy out at the beginning of the Spring semester. No buy outs will be granted for the summer term. Any request to buy out of the contract must be made to the Office of Housing and Residence Life by submitting the Release of Contract form.

Note: The Office of Housing and Residence Life is an auxiliary unit which means it is entirely self-supporting and is not funded by the state. Rent is the main source of income and is used to maintain the facilities and pay employees. For this purpose, the apartments operate on an annual basis, and there is a financial cost to allow residents to terminate their contract early.
- G. If a resident is graduating; transferring; or fulfilling a VSU accredited student internship, participating in the Cooperative Education program, or student teaching necessitating residency away from campus must complete a request for Release from Contract form. The form must be submitted by November 15 for the Spring and April 15 for the summer. If the form is submitted after the deadline, the \$300 deposit will be forfeited.
- H. Upon termination of contract or withdrawal from VSU, the resident has 24 hours to vacate their space. Items left in the room after the 24 hour period will be boxed and stored for 30 days. If the items are not claimed within the 30 day period, the items will be given to charity. The resident will be charged for packing and storage of the items.
- I. Any resident who fails to follow proper check-out procedures and/or return VSU issued key(s) will be charged appropriate fees.
- J. Any refunds or buy-outs will be calculated based on the date the resident properly checks-out of the room with VSU staff.

## XII. TERMINATION BY VSU

- A. VSU reserves the right to terminate this contract, serve the resident with written notice to vacate immediately the premises, and take possession of the apartment at any time for violation of the contract, apartment policies and procedures, violation of VSU Code of Ethics and Conduct, noncompliance with rules and regulations of the residence halls, Federal, State and local laws, or VSU policies, for reasons of health or safety, for the purpose of renovation, for false statements or misrepresentation made by the resident in connection with this contract or if the resident exhibits behavior which is incompatible with the maintenance of order and propriety in the apartments.

- B. If on the first day of classes a resident does not occupy the assigned space by 9 AM or if notice of delay in arrival is not filed in writing with the Office of Housing and Residence Life by 9 AM on the first day of classes, VSU reserves the right to assign that space to another resident. Please note that the right of cancellation in this situation is reserved exclusively by VSU and in no way releases the resident from the obligation to pay for a space in the apartment.

## XIII. FIRE SAFETY

A fire must be promptly reported to the apartment staff or Office of Housing and Residence Life. Each apartment is equipped with a fire extinguisher. Any extinguisher that needs recharging must be reported to the apartment staff. Fire codes require that all hallways, stairs, landings, and breezeways be kept clear at all times for the purpose of providing completely clear exits. VSU reserves the right to remove any obstructions which may create dangerous conditions or create unsightly appearances. This includes bicycles or other items left in the hallway.

## XIV. USE OF FACILITIES

- A. This agreement is not intended to create a usufruct or convey any tenancy or other property interest to the resident, the intent being instead to create a licensor/ licensee relationship subject to the terms and conditions stated herein.
  - B. Upon the resident's receipt of an apartment assignment from VSU, this contract guarantees a space (not a particular room) in the apartment. VSU reserves the right to make assignments, reassignments and temporary assignments as considered necessary. Room changes may not be made without the approval of the Office of Housing and Residence Life. In the event that the accommodations assigned to the resident are destroyed or otherwise not available and VSU does not furnish other accommodations, the contract shall terminate.
  - C. The resident agrees to comply with all Federal and State laws, City ordinances, and VSU policies and procedures, including those regarding the possession or use of alcoholic beverages and illegal drugs, and agrees that his/her room shall not be used for any purpose contrary to these regulations. Explosives, firearms or other offensive weapons, fireworks, and related items are not permitted in the apartments. In addition, the resident agrees to evacuate the building during a fire alarm, including but not limited to scheduled fire drills. Fire drills will be held once per semester in conjunction with VSU Environmental and Occupational Safety. Failure to evacuate during a fire drill could result in a fine of \$100 and/or judicial action.
  - D. The use of hotplates, space heaters, extension cords, or window air conditioning units is strictly forbidden. VSU reserves the right to remove any unauthorized or dangerous electrical item. No TV antennas or dishes are permitted outside the apartment. In addition to other disciplinary action, residents may be required to remove stereos, musical instruments, or other audio amplification devices from their room. Darts and dart boards are not allowed in the apartments. Residents are not permitted to plant gardens or flower beds. Residents shall not hang mops, rugs, and the like from windows or railings or place them outside the apartment.
  - E. Residents are expected to keep apartments clean. This includes the proper removal of trash from the apartment. Trash should not be swept out of doorways or thrown from windows. Facilities for trash disposal are provided outside the apartments.
  - F. Each resident is issued a key to his/her apartment. Loss of this key or failure to return the key at the time of checkout will result in a charge being assessed for a lost key and/or lock change.
  - G. No pets (with the exception of non-carnivorous fish) are allowed in the apartments.
  - H. Sales and solicitations, in any form, including religious solicitation, are prohibited unless authorized in writing by the Office of Finance and Administration. Door-to-door soliciting, distributing, and/or advertising is prohibited. Residents may not allow outside salespersons to conduct any sales, demonstrations, or presentations of a product in their rooms or apartments without written permission from the Office of Finance and Administration.
  - I. VSU property, including furnishings, may not be moved from the assigned area within the apartment without authorization from the Office of Housing and Residence Life. Water filled furniture will not be permitted. Residents will be held responsible for the condition of their room and must pay for any damages to VSU property. VSU reserves the right to determine the amount of the damages and make repairs.
  - J. VSU has specific policies regarding check-in, room change, and checkout. Failure to comply with these policies will result in fines being levied against the resident.
  - K. Occupants will be assigned a post office box on campus.
  - L. VSU's residence halls are smoke-free. All common area spaces in VSU residence halls, including hallways, lounges, lobbies, and stairwells are smoke-free environments. In addition, smokers are expected to remain at a reasonable distance from building entrances while smoking, such that second-hand smoke does not interfere with access or the rights of others. Smokers shall dispose of cigarette and cigar butts appropriately in provided containers. Littering of cigarette butts is not acceptable.
- ## XV. BOARD
- All residents are required to sign up for one of the designate board (meal) plans. Food service is provided to the individual resident who will be required to show appropriate identification before receiving each meal. Food service privileges are nontransferable in part or in whole. Residents will be required to sign a board plan contract once they have selected their individual board plan.
- ## XVI. GENERAL
- A. Any exception to this contract must be approved in writing by the Office of Finance and Administration.
  - B. Residents who contract for VSU housing are expected to fulfill all provisions of this agreement, and failure to do so will result in the withholding of the resident's grades, transcripts, and registration. If any Section or Subsection of this contract is ruled to be illegal or invalid, this will not affect the validity of enforcement of the remainder of the provision of the contract. If the resident is less than 18 years of age, the parents or legal guardian will become a party to this contract and will sign as evidence of accepting this responsibility.
  - C. Valdosta State University is committed to maintaining a fair and respectful environment for living, working and studying. To that end, and in accordance with federal and state law, Board of Regents' policy, and University policy, the University prohibits any member of the faculty, staff, administration, or student body from discriminating against any other member of the University community because of that person's race, gender, sexual orientation, ethnic or national origin, religion, age, disabled status, or status as a disabled veteran.

SIGNATURE OF APPLICANT

DATE

SIGNATURE OF PARENT

DATE

(if the applicant is under the age of 18)