



# Residence Hall Contract 2009-2010

## Housing & Residence Life

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

**PLEASE READ AND SIGN BOTH CONTRACTS. RETURN ONE COPY OF THE CONTRACT, THE APPLICATION, APPLICATION FEE, AND DEPOSIT. KEEP THE OTHER COPY OF THE CONTRACT FOR YOUR RECORDS.**

**NOTE: Execution of this contract does not guarantee that space will be available in the residence halls. Students for whom space is not available will be assigned to a waiting list and will be notified when space becomes available. Priority will be given to full-time students.**

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, room and board included in VSU residence halls and whereas, VSU has assigned such accommodations to the resident in VSU residence halls for the academic 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. ELIGIBILITY

Occupancy of VSU housing facilities 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. VSU cannot make a housing assignment until the resident has been officially accepted by VSU. Full-time VSU students are given priority with housing.
- B. Effective Fall 2005, freshman students will be required to live on campus unless they apply for and are granted an exemption from the Freshman Residency Requirement.
- C. Occupancy is specifically limited to those persons who have signed this contract with VSU, and violations of this regulation will result in immediate termination of this agreement by VSU.
- D. The space may be occupied only by the contracting resident(s). No transfer, assignment or subletting of the license granted by this Contract is permitted. Rooms shall not be occupied at any time by more residents than the room is designed to accommodate.
- E. 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.

preferences without regard to ethnicity, religion, sexual preference, or national origin.

- C. VSU does not guarantee assignment in a specific building or with a specific roommate.
- D. Roommate requests are granted when space is available and the request is mutual. Roommate requests must be submitted in writing by April 1st. Roommate requests will not be accepted after April 1st.
- E. VSU reserves the right to assign or reassign space (with at least 24 hours notice) for the benefit of an individual resident, living unit, or to accommodate changes in occupancy patterns.
- 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 room on campus. If the room occupied is a disabled-accessible room, 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 room, the student agrees to transfer to a non-disabled-accessible room if the accessible room is needed for a disabled student.
- G. VSU reserves the right to assign a student any room available including a disabled-accessible room and the student understands and agrees that he/she shall not be entitled to another assignment different from that offered by VSU.
- H. Apartment style rooms are primarily reserved for upperclassmen. A separate contract and application are required for apartment residents.
- I. 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 Student 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 the residence halls.
- J. If a resident is graduating, transferring, or withdrawing at the end of the term, they must move out and properly check-out no later than noon on the day after graduation.

#### II. PERIOD OF CONTRACT

- A. Because VSU must operate its residence halls on an annual basis, the contract is for the full academic year (Fall and Spring semesters) or remaining portion of the academic year. Thus the resident and his/her parent or legal guardian agree that once the housing application, contract, application fee and deposit have been accepted by VSU, the resident will live in VSU residence halls and will pay all residence hall fees during the period of the contract. Residents who withdraw from VSU before completion of the academic year may be released from the contract, subject to the terms below, by notifying the Office of Housing and Residence Life in writing of their change in status.
- B. A space will be held for a resident upon the receipt of a completed application, contract, \$25 nonrefundable application fee and \$300 deposit. Note that the \$25 is not applicable to the payment of room charges, but is a one-time fee. The application fee is not transferable to another resident. 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.
- C. 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 and the resident will be placed on a waiting list.
- D. 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 XIII paragraph C.
- E. 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.
- F. During the breaks between semesters housing and food service are not provided as a part of this contract.
- G. Summer term is a separate contract period. Residents desiring housing during the summer term must complete an additional contract.

#### IV. HOUSING ACCOMMODATIONS DUE TO DISABILITIES

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

#### V. BOARD (Meal Plan)

All residents are required to sign up for one of the designated 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. Residents are not allowed to cook except in designated kitchen areas.

#### VI. VACATION PERIODS

The residence halls are closed during Thanksgiving and Spring breaks as well as between semesters. Residents do not need to move their belongings out for these periods; however, they are responsible for their own housing during these periods. In addition, VSU cannot supply storage for residents' personal belongings between spring and summer or summer and fall semesters.

#### VII. RESPONSIBILITY FOR DAMAGE

The resident is responsible for the condition of the room and furnishings which are assigned to him/her and shall reimburse VSU for all damage to or loss of these accommodations and furnishings. Residents of a hall 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. VSU at its sole discretion shall make determination of the amount of such loss or damage. 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.

#### VIII. 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 rooms for any other purpose in accordance with VSU policy. The resident is not required to be present at the time of inspection.

#### IX. PAYMENT OF CHARGES

The resident agrees to pay room and board fees and other properly billed charges at the time scheduled by VSU. Failure to pay will 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 resident housing. For residents withdrawing from VSU, room and board charges will be prorated according to the schedule in the current term's schedule of classes. Program fees and Post Office box charges will not be prorated or refunded.

#### X. GUESTS

During final exam week at the end of each semester, only VSU students will be allowed as 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. Each 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 visit. Residents are responsible for the conduct of their guests. Baby sitting services are not permitted. Further, housing space shall not be used for commercial or solicitation purposes.

#### XI. UNIVERSITY LIABILITY

Although security precautions are taken, VSU does not assume any liability and/or 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 residence hall residents pay the student health fees.

#### XII. 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 a request for Release from Contract form.

- A. Failure to pay the \$300.00 deposit 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, no portion of the deposit will be refunded.
  - 1. For Fall semester: New Students: On or before June 15, full refund. From June 16 to June 30, \$200 refund. From July 1 to July 15, \$100 refund. After July 15, no portion of the deposit will be refunded. Returning Students: On or before May 1, full refund. From May 2 to May 15, \$200 refund. From May 16 to May 31, \$100 refund. After May 31, 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 term, 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 student internships for academic credit, participants in the Cooperative Education program, or student teachers whose assignments necessitate residency away from the campus, must comply with the contract during the semesters the resident is on campus.
- E. A resident who forfeits the privilege to live in the residence halls and who is asked to vacate the room as a result of the disciplinary action is not eligible for a refund of that semester's fees or the deposit.
- F. A resident may apply to buy out of this contract for 50% of the remaining value of the contract. For residents desiring to buy out for Spring semester, a written request to buy out must be made by November 15. First year, first time freshman students must apply for and be granted an exemption from the Freshman Residency Program before the request for Release from Contract will be processed.
- G. Upon termination of contract or withdrawal from VSU, the resident has 48 hours to vacate their space. Items left in the room after the 48 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.
- H. Any resident who fails to follow proper check-out procedures and/or return VSU issued key(s) will be charged.
- I. Any refunds or buy-outs will be calculated based on the date the resident properly checks-out of the room with VSU staff.

#### XIII. 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 space at any time for violation of the contract, residence hall 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 residence halls.

- 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, VSU reserves the right to assign that space to another resident. 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 residence hall.
- C. A resident who fails to occupy the room and remains a VSU student, will be subject to the forfeiture of the deposit and the buy-out option as stated in Section XII.

#### XIV. USE OF FACILITIES

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.

- A. Upon receipt of a room assignment, this contract guarantees a space (not a particular room) in a residence hall. 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.
  - B. 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 such. Explosives, firearms or other offensive weapons, fireworks and related items are not permitted in the residence halls. 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.
  - C. 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 residence hall rooms or apartments. 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 residence halls. Residents shall not hang mops, rugs, etc from windows or railings or place them outside the residence hall rooms or apartments.
  - D. Residents are expected to keep rooms and apartments clean. This includes the proper removal of trash from the room/apartment. Trash should not be swept out of doorways or thrown from windows. Facilities for trash disposal are provided outside the residence hall.
  - E. Each resident is issued a key to his/her room. 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.
  - F. No pets (with the exception of non-carnivorous fish) are allowed in the residence halls.
  - G. 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 room or in the residence hall without written permission from the Office of Finance and Administration.
  - H. VSU property, including furnishings, may not be moved from the assigned area within the residence hall 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.
  - I. 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.
  - J. Occupants will be assigned a post office box on campus.
  - K. 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. GENERAL
- A. The Office of Finance and Administration must approve any exception to this contract in writing.
  - B. Residents who contract for VSU housing are expected to fulfill all provisions of this agreement, and failure to do so may 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 under 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. The Board of Regents stipulates that no student of the University System, on the grounds of race, color, sex, religion, creed, national origin, age or handicap shall be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity conducted by the Board of Regents of the University System of Georgia or any of its several institutions now in existence or hereafter established.

SIGNATURE OF APPLICANT

DATE

SIGNATURE OF PARENT

DATE

(if the applicant is under the age of 18)