



2022-2023 UNIVERSITY OF GEORGIA HOUSING CONTRACT

INSTRUCTIONS: By executing this Contract and the associated Contract Addendum online (or signing and returning), you agree to and accept all terms and conditions included within the Contract and Contract Addendum, which includes information about the meningococcal vaccination, COVID-19 acknowledgement of risk, lead paint (if applicable), and the guardrail waiver contained in Section 8.C of the Contract.

The student may either “execute” the Contract and Addendum online through the Dawg House or sign and return the Contract and Addendum to the University Housing Assignments Office. In this Contract, “execute”/“executed”/“execution” is defined as the student (and parent/guardian/guarantor if the student is under the age of 18) indicating that they accept the terms of the Contract. If the Assignments Office does not receive the executed Contract and Addendum by the deadline listed on the Addendum, the student’s housing assignment and registration for housing may be canceled. This Contract is for the period listed on the Contract Addendum. This Contract is being offered on the basis of the student’s completed registration for a housing space in a University Housing facility. **When this Contract is executed, it becomes a binding agreement – a contract between the student (and parent/guardian/guarantor if the student is under the age of 18) and the University of Georgia.**

This contract (“Contract”) is an agreement between the Board of Regents of the University System of Georgia by and on behalf of the University of Georgia (hereinafter the “University” or “licensor”) and the student (hereinafter the “student” or “licensee”). If the student is under 18 years of age at the time of execution, this Contract is also an agreement between the University and the student’s parent, guardian or other guarantor. The parent, guardian or guarantor must also execute this Contract if the student is under 18 years of age. This Contract includes the License Fee Addendum (“Addendum”), the meningococcal disease vaccination statement, the COVID-19 acknowledgement of risk, the lead paint warning disclosure (if applicable), and the guardrail waiver contained in Section 8.C below. The parties to this Contract, in consideration of the mutual covenants and stipulations set forth herein, agree as follows:

1. **License; Conditions of License**

- A. ***Grant of License.*** The University shall grant the student a limited, nonexclusive, nontransferable and revocable license to use and occupy an assigned space in a University Housing facility in accordance with the terms and conditions in this Contract (the “License”). The parties to this Contract do not intend that an estate, a tenancy or any other interest in property should pass from the University to the student, nor is it intended that a usufruct be granted to the student. Instead, it is the intention of the parties that the relationship between the University and the student be that of licensor and licensee and the sole right of the student to use the assigned space as a living unit shall be based upon the License granted in this Contract.
- B. ***Revocation of License.*** The University, acting through University Housing, reserves the right to revoke the student’s License if University Housing determines to its reasonable satisfaction that the student or the student’s guest(s), spouse, domestic partner and/or dependent children engages in any of the following misconduct:
 - a. Intentionally, negligently or recklessly setting a fire (including the lighting of incense, candles or other open flame) or recklessly initiating or causing to be initiated any false report, warning or threat of fire, explosion, or other emergency in a housing facility or at a University Housing-sponsored activity;
 - b. Intentionally or recklessly misusing, tampering or damaging any fire safety equipment, including, but not limited to, exit signs, in a housing facility or at a University Housing-sponsored activity;
 - c. Intentionally sharing a UGA identification card and/or residence hall access personal identification number (PIN) with another individual, or otherwise providing unauthorized access to a housing facility to another individual;
 - d. Using, possessing, manufacturing, distributing, maintaining, transporting or receiving any of the following while on University property (unless noted as an exception) or at a University Housing-sponsored event:
 - i. any firearm or weapon as defined by Georgia Code Section 16-11-127.1, whether operable or inoperable, or any object of like character including but not limited to paintball guns, air soft guns, BB guns, potato guns, knives or razor blades;
 - ii. any dangerous weapon, such as but not limited to, a machine gun, shotgun, sawed-off

- iii. shotgun, rifle or silencer as defined by Georgia Code Section 16-11-121;
 - iv. any bacterial weapon, biological weapon, destructive device, detonator, explosive, incendiary, over-pressure device or poison gas as defined by Georgia Code Section 16-7-80;
 - v. any explosive materials as defined by Georgia Code Section 16-7-81;
 - vi. any fireworks as defined by Georgia Code Section 25-10-1 in or in close proximity to University Housing facilities;
 - vii. any hoax device, replica of a destructive device or configuration of explosive materials with the appearance of a destructive device such as a fake bomb or package that gives the appearance that it may contain chemical explosives or toxic materials; or
- e. Touching any resident, guest or staff member in a manner to which that person has not consented and that is either harmful or offensive, or actions that cause the reasonable apprehension of such touching;
 - f. Using, possessing, manufacturing or distributing:
 - i. any dangerous drug as defined by Georgia Code Section 16-13-71;
 - ii. any drug paraphernalia or drug-related objects as defined by Georgia Code Section 16-13-32.2;
 - iii. any unauthorized controlled substance as defined by Georgia Code Section 16-13-25 through 16-13- 29;
 - iv. any counterfeit substance as defined by Georgia Code Section 16-13-21(6); or
 - v. any imitation controlled substance as defined by Georgia Code Section 16-13-21(12.1);
 - g. Violating University policy with respect to the possession or consumption of alcoholic beverages in a housing facility or at a University Housing-sponsored activity;
 - h. Behaving in a manner that may create the appearance of and/or pose a danger to the student or to others, and such behavior is determined at the University's sole discretion to have caused disruption within the residential community;
 - i. Dropping, throwing, projecting or causing to be projected any object from a housing facility window;
 - j. Theft or damage of University property or the property of another resident, guest or staff member;
 - k. Possessing stolen property;
 - l. Furnishing false information to University Housing or any staff member acting for University Housing, including providing false or misleading information in connection with the student's housing registration and eligibility for University Housing;
 - m. Operating a business out of University Housing facilities, including the student's assigned space and/or mailbox;
 - n. Using the assigned space and/or mailbox to engage in illegal activities;
 - o. Consistently playing any television, musical instrument, electronic devices or other sound producing device in a manner that unreasonably interferes or otherwise disrupts the educational and residential environment as determined by the University;
 - p. Interfering with the normal operation of a housing facility or elevator including but not limited to violating any visitation rules and/or quiet hours;
 - q. Failing to pay fees as required under this Contract;
 - r. Being convicted of a crime against a victim who is a minor as defined by Georgia Code Section 42-1-12(a)(14);
 - s. Violating University of Georgia policies, rules and regulations; and/or
 - t. Suspension or dismissal from the University.
- C. **Effect of License Revocation.** If the University revokes the student's License, the student will lose all privileges or rights to use or occupy the student's assigned space. The student must vacate the premises prior to the time specified by the University by removing all belongings from the assigned space and following designated checkout procedures. If the student's License to live on campus is revoked, the student may remain liable for the full payment of fees due under this Contract as outlined below in Section 3. Should the student fail to voluntarily comply with the University's notice to vacate, the student may be subject to criminal prosecution for trespassing and disciplinary action through the University student conduct process. If a student's License has been revoked, any spouse, domestic partner and/or dependent children will also lose all privileges or rights to use or occupy the student's assigned space and must vacate the premises prior to the time specified by the University.
- D. **First Year Live-On Requirement.** First-year students are required to live on campus in University Housing residences unless granted an exemption by University Housing. Failure to comply with the live-on requirement may be considered a violation of the University Code of Conduct. If a student has failed to comply with the requirement, such failure may be reported to the Office of Student Conduct for further proceedings in accordance with the Code of Conduct and could result in sanctions up to and including suspension from the University of

Georgia. More information about the First Year Live-on Requirement can be found here [First Year Live-On Requirement \(FYLOR\)](#).

2. Incorporation of Policies, Rules and Regulations

- A. The policies, rules and regulations appearing in the online edition of the [Community Guide](#), the University of Georgia Code of Conduct and other documents that from time-to-time may be promulgated by University Housing or the Office of Student Conduct are made part of this Contract and incorporated herein. Students wishing to review any of these policies, rules or regulations prior to executing a contract may contact University Housing to request the respective publications or refer to <https://housing.uga.edu> and <http://dos.uga.edu/> for online information. In the event of a conflict between said policies, rules or regulations and this Contract, the provisions of this Contract shall control.
- B. This Contract shall be governed by the laws of the United States and the State of Georgia, the rules and regulations of the Board of Regents of the University System of Georgia, and the rules and regulations of the University of Georgia.
- C. In performance of this Contract, and consistent with the [University's Non-Discrimination and Anti-Harassment Policy](#), the University shall not unlawfully discriminate on the basis of race, color, sex (including sexual harassment and pregnancy), sexual orientation, gender identity, ethnicity or national origin, religion, age, genetic information, disability or veteran status.

3. Termination of Contract

The terms and conditions for terminating this Contract are stipulated below according to the enrollment status of the student during the contract period as verified after the start of the term. Once a Contract is executed, any cancellation for a reason other than (i) non-enrollment or (ii) University Housing-initiated cancellation due to occupancy limitations may result in charges as outlined in Section 3.A. The student must submit a housing termination request through [The Dawg House](#) to terminate the Contract. In addition, the University at its discretion may choose to revoke this Contract at any time (i) should the student not maintain full-time enrollment status, or (ii) should the License be revoked. If the University decides to revoke this Contract, the University at its discretion will decide whether to charge the cancellation fee as calculated in Section 3.A. In any event, the registration fee is nonrefundable and the programming fee is nonrefundable after the start of the contract period. Regardless, the Contract will terminate at the end of the contract period, provided that Sections 5, 8, 10, 11, 12, and 13 shall survive.

A. Students wishing to cancel the Contract but who remain enrolled at the University during the contract period:

- a. The student must pay a contract cancellation fee equivalent to 50% of the remaining portion of the License Fee (as defined below) for the assigned space for the entire contract period, which includes summer for some East Campus Village buildings, the Health Sciences Campus Townhomes and all University Village apartments not being used for expanded spaces, as those contracts typically extend beyond the academic year.
- b. In the event the student participates in a University-sponsored internship, University cooperative education, study abroad or practice teaching program that will require the student to be remote from the UGA campus during the contract period and not enrolled in classes that are held on campus, the student must cancel their contact and provide documentation to verify such participation no later than the date noted in the cancellation table below. University Housing will review such notification and documentation, and if acceptable this Contract shall terminate upon completion of the last academic term of residence prior to participation in such internship or program. Upon such termination, the University shall refund the student any portion of the License Fee paid by the student for the remainder of the contract period less any charges assessed. University Housing will verify the student's participation in such internship or program after the add/drop period, and if the University determines that the student remains enrolled in classes at the UGA campus, cancellation fees will be assessed as outlined in 3.A.a.

B. Cancellation of Contract due to non-enrollment during the contract period:

- a. **Students wishing to cancel the Contract before the start of the academic term in which they will not be enrolled at the University:**
 - i. If written notification of the cancellation is received before the stated deadline (see table below) and non-enrollment is verified, the License Fee charged by University Housing and/ or paid by the student for the term of non-enrollment pursuant to this Contract shall be credited to the student's Athena account. Program fees, including special program fees will not be refunded if the cancellation occurs after the start of the contract period.
 - ii. If written notification of the cancellation is received after the stated deadline (see table below) and the student has not checked into the assigned space, a cancellation fee as outlined in the table below will be assessed. A student who checks into the assigned space but then cancels the Contract will be assessed a \$300 cancellation fee (\$100 for summer terms) or a fee equal to nights occupying the housing assignment, whichever is higher.

iii. Verification for non-enrollment will take place after the add/drop period for the term of cancellation, and if discovered the student remains enrolled in classes at the UGA campus, cancellation fees will be assessed as outlined in 3.A.a.

b. Students ceasing to be enrolled at the University for any reason after the first day of classes during an academic term within the contract period:

- i. This Contract shall terminate immediately upon University Housing's verification of non-enrollment. Once non-enrollment has been verified, the student must vacate the assigned space as outlined by University Housing.
- ii. For students billed on a semesterly basis, if the student officially vacates the assigned space by a date up through 60% of the term as determined by the Bursar and Treasury Services Division, the University shall credit the paid License Fee less any charges for nights occupying the housing assignment and any other miscellaneous charges to the student's Athena account. After 60% of the term, the University will not credit any unused License Fees.
- iii. For students billed on a monthly basis, the student shall remain responsible for any remaining License Fees due for the month in which the student's enrollment ceases or is cancelled.
- iv. Students may not terminate the Contract for the summer term in East Campus Village, University Village and the Health Sciences Campus (HSC) townhomes, based on enrollment status unless described in 3.A.b or if graduated.

Cancellation Fee Table

Enrollment status during the period of the contract determines cancellation fee assessment. The tables below indicate cancellation fees for students who remain enrolled during the period of the contract and those who will not be enrolled for any hours or credit at the University during the period of the contract.

ENROLLMENT STATUS FOR CANCELLED TERM(S)	TERM OF CANCELLATION	CANCELLATION DEADLINE	CANCELLATION FEE
ENROLLED	ALL TERMS	No Deadline	Enrolled students are responsible for 50% of the remaining portion of the License Fee for the assigned space in addition to any charges for nights occupying the assigned space (see Section 3.A).
ENROLLED in Study Abroad, Internship, Practice Teaching or Co-op and NOT ATTENDING classes held on campus**	Fall	Before July 1 July 1 or later	No fee 300.00*
	Spring	November 20 November 20 or later	No Fee 300.00*
	Summer Semesterly billed, excluding those with 11.5 month contracts in ECV	Up to 15 days prior to the 1 st day of the term 14 days prior to the 1 st day of the term or later	No fee 100.00*
	Summer Monthly billed in UV/HSC	On or before March 15 After March 15	No Fee 300.00*

ENROLLMENT STATUS FOR CANCELLED TERM(S)	TERM OF CANCELLATION	CANCELLATION DEADLINE	CANCELLATION FEE
NOT ENROLLED	Fall	Before July 1 July 1 or later	No fee 300.00
	Spring	November 20 November 20 or later	No Fee 300.00*
	Summer Semesterly billed, excluding those with 11.5 month contracts in ECV unless graduating in May	Up to 15 days prior to the 1 st day of the term	No fee
		14 days prior to the 1 st day of the term or later	100.00*
	Summer Monthly billed in UV/HSC	On or before March 15 After March 15	No Fee 300.00*

* Or a fee equal to nights occupying the assigned space if the student checked in, whichever is higher, as outlined in 3.B.b.ii and 3.B.b. iii.

** Students enrolled in and attending classes on campus are responsible for 50% of the remaining portion of the License Fee for the assigned space in addition to any charges for nights occupying the assigned space (see Section 3.A.b).

4. Period of Occupancy

- A. Beginning occupancy: the student is authorized to occupy the assigned space beginning on the date and time designated by University Housing. The student's failure to occupy the assigned space each semester by 9 a.m. on the first day of class entitles the University to cancel the student's assignment, assess appropriate fees as noted in Section 3, and assign the space to another individual. If the University Housing Assignments Office receives written notification from the student's UGA email account that the student's arrival will be delayed, the University will attempt to hold, within reason, the original assignment for the student.
- B. Termination of occupancy: the student may continue to occupy the assigned room for up to 24 hours after completion of the student's last scheduled examination or until 12 p.m. on the day immediately following the last scheduled examination according to the official University calendar, whichever is earlier. If this Contract is terminated before the end of the contract period, the student must vacate the assigned space no later than 24 hours after the student is notified of the termination. These deadlines may be adjusted at the discretion of University Housing.
 - a. Students who have an 11.5 month contract in ECV and UV/HSC are not required to be enrolled during the summer months and must vacate on the date and time designated by University Housing. If that date of time is earlier than the end of the summer term and the student is enrolled in that term, the contract shall be extended until the summer closing date and time designated by University Housing.
- C. Monthly billed students who complete all requirements for graduation in fall semester shall be expected to vacate their apartment prior to the date and time specified by the University. Students who complete all requirements for graduation in the spring semester shall be expected to vacate their apartment by May 25. For either semester, a contract cancellation must be submitted and will follow the cancellation fees noted in the cancellation information table in Section 3. If an extended stay is granted by the University, the student must vacate the apartment on or before the extension deadline. The student will be responsible for any License Fees until officially checked out.
- D. Holidays and break periods between/during semesters: this Contract does not provide for housing during the winter break or spring break except for residents of Brown Hall, East Campus Village (except Building 1516), Payne Hall, Reed Hall, University Village and HSC townhomes. Students residing in all other halls will receive notification to their UGA email accounts regarding break closures.
- E. Contract extension: for students residing on campus at the end of the summer term and who have a contract for the 2023-2024 academic year, the provisions of this Contract and Addendum continue to apply until the start of the new contract.

5. Payment of Fees

- A. The student agrees to pay the contract fee for the assigned space (the "License Fee") and all other charges as provided in this Contract (together, "Additional Fees"). Additional Fees include programming fees and miscellaneous charges for items including but not limited to lock security fees, early check- in fees, room

- condition fees, improper room change fees, improper checkout fees and damages. The License Fee is also listed in the Dawg House online reservation system, and in the event of a discrepancy between the License Fee listed on the Addendum and that listed in the Dawg House, the License Fee in the Dawg House will control.
- B. The student shall pay the License Fee, Additional Fees, and any other fees owed under this Contract to the Bursar and Treasury Services Division according to the payment schedule (monthly or semester) set forth in the Addendum or the terms of the Contract, as applicable, and in accordance with the policies and procedures for student accounts.
 - C. The License Fee listed in the Addendum is subject to approval or change by the Board of Regents of the University System of Georgia and may be adjusted pursuant to that approval no later than the start date of the License to occupy the assignment. Any room rate or programming fee increases will be communicated in writing to applicable students.
 - D. Square footage of the assigned space is not a factor in determining the amount of the License Fee.
 - E. All students living in a University Housing facility are required to pay a programming fee of up to \$20 per semester that is allocated to fund programs and activities in the residential communities. Payment of this fee guarantees membership in the Residence Hall Association (RHA) and all rights, obligations and privileges incidental to such membership.
 - F. Students enrolled in select programs within University Housing may be subject to additional programming fees. Non-payment of these fees may result in the removal from the program, and in some cases, reassignment.
 - G. The University recognizes email as an official means of communication and the student's University email account as the student's official email address. Billing information and other student account correspondence will be emailed to the student's University email account. As such, students are responsible for checking their University email accounts regularly in order to receive timely billing notifications.
 - H. *Payment Guarantee.* If the student is under 18 years of age, a parent, guardian or other guarantor agrees to guarantee to the University that the student will pay the License Fee and Additional Fees as provided in this Contract. The parent, guardian or other guarantor further agrees to make all such payments to the University if the student, for any reason, fails to make such payments. This agreement between the University and the parent, guardian or other guarantor is an undertaking that is separate and distinct from the University's agreement with the student contained in this Section 5.

6. Assignment to Hall and Room

All students with roommates will be assigned to occupy rooms/suites/apartments with students of the same gender. University Housing reserves the sole right to make all hall and room assignments and to make any subsequent changes deemed advisable or necessary. Such changes could be temporary or permanent as deemed necessary by the University. At any time necessary, the student shall accept the assignment made by University Housing of another student of the same gender into the student's assigned space. In addition, University Housing in its sole discretion may determine a need to add occupants to a room or traditional common areas or reassign students based on special accommodation needs. This may result in a room's occupancy changing from single occupancy to double occupancy, from double occupancy to triple occupancy, or use of a traditional common area (e.g., lounge space) for multiple occupancy. Such changes to occupancy levels in a room shall not be deemed a breach of this Contract or the License granted hereunder, nor shall it entitle the student to a change in any fees assigned.

Students may make a request to change assignment through [the Dawg House](#). Changes will be granted priority by request type in the order the requests are received and to the extent practicable as solely determined by University Housing. Approved changes will be reflected in an amendment to this Contract and Addendum showing the new assignment. Any student who makes a room change without requesting it and accepting the offer through The Dawg House will be assessed a charge of \$50; in addition, the student will need to return to their original assignment, enter a room change request in The Dawg House and wait until a room change is offered to complete the move.

A. Residence Hall Room Types

- a. Most room assignments are for rooms designated as double occupancy – that is, the student will be assigned to a room with one other person.
- b. The University at its sole option may permit a student to pay an additional fee for assignment to a double occupancy room on a single-occupancy basis as provided in Section 6.A.b.i and 6.A.b.ii.
 - i. When the University makes a single occupancy assignment in a double occupancy room at the student's request, the University guarantees the student that no roommate will be assigned during the contract period.
 - ii. The additional fee is based on an additional percentage (30%) of the current License Fee for that room type. Once a student is granted a single occupancy assignment in a double occupancy room, the student is obligated to pay the additional fee for the remainder of the contract period, and the Addendum will be considered amended to reflect the change in License Fee. If the single occupancy assignment in a double occupancy room is not granted until after the start of the contract period, the student will be billed for the additional fee at the time of the assignment to the single occupancy

- iii. prorated to the date of occupancy.
- If the student does not request a single occupancy assignment in a double occupancy room, but the University assigns the student to be the sole occupant of a double occupancy room (as sole designated by the University), the student's License Fee shall only be the standard fee for such room and not the additional fee levied for single occupancy assignments in double occupancy rooms.

B. University Village Community Apartment Types

- a. Eligible assignment to two bedroom apartments include: students who are either married or have a domestic partner and completed the domestic partner declaration with UGA Human Resources; students who are married or have a domestic partner and completed the domestic partner declaration with UGA Human Resources and who have up to two dependent children; one student with up to three dependent children; a single independent graduate or professional student wishing to reserve the entire apartment; and an independent graduate or professional student wishing to share a two bedroom apartment with another independent graduate or professional student of the same gender. Apartments available for the roommate option (for those independent graduate or professional students wishing to share a two-bedroom apartment with another independent graduate or professional student of the same gender) are located within designated building(s) as listed on the University Housing website.
- b. Eligible assignment to one-bedroom apartments include: students who are either married or have a domestic partner and completed the domestic partner declaration with UGA Human Resources (and whom are without additional dependents); and independent graduate or professional students.
- c. In the event an undergraduate student without dependents is assigned to an apartment, the student may share an apartment with either one other student of the same gender in a one-bedroom apartment or two other students of the same gender in a two-bedroom apartment.

C. Health Sciences Campus Townhome Types

- a. McGowan Road and Kenny townhomes are available for graduate and professional students. Priority is given to graduate students enrolled in the College of Public Health and professional students participating in the Augusta University/University of Georgia Medical Partnership.
- b. Eligible assignment criteria includes: students who are either married or have a domestic partner and completed the domestic partner declaration with UGA Human Resources; students who are married or have a domestic partner and completed the domestic partner declaration with UGA Human Resources and who have up to two dependent children; one student with up to three dependent children; a single independent graduate or professional student wishing to reserve the entire apartment; and an independent graduate or professional student wishing to share a two or three bedroom apartment with independent graduate or professional student(s) of the same gender.

D. Dependents living with students at University Village and Health Sciences Campus

- a. For students in University Village or Health Science Campus Townhomes who are married or have a domestic partner and completed the domestic partner declaration with UGA Human Resources and/or who have dependent children, the student agrees to allow only the student's spouse/domestic partner and any dependent children as identified on the student's housing registration to use and occupy the assigned space. The student shall complete a dependent verification form in The Dawg House and provide appropriate documentation to University Housing for the spouse/domestic partner and any dependent children within five (5) business days of the start of the contract as listed on the contract addendum. Once the dependent verification form is submitted and the supporting documentation is reviewed by University Housing and returned to the student, the student will be able to get an apartment key for their spouse/domestic partner and/or dependent. Any changes in marital status, domestic partnership, the number of dependent children or other occupancy changes for any other reason, require the student to notify the University Housing Assignments Office immediately.

7. Assignability of Contract

The student has no right to and shall not assign or transfer the License to, or allow the assigned housing space to be occupied or controlled by, another person or entity for any purpose whatsoever.

8. Condition of Space and University Property

- A. **Room Inventory Process.** Upon check-in, all students are responsible for completing a room inventory to indicate any discrepancies between what staff reported as pre-existing damages or missing items and what the student noted in their assigned space. Any discrepancies between the original room inventory condition and what the student identified must be forwarded to the appropriate community office within 24 hours of checking in. The student will be responsible for any damages or missing items not reported on the room inventory upon checkout of the assigned space.
- B. **Costs of Cleanup or Repair.** The student is responsible for maintaining the cleanliness of the assigned space, including private and shared bathrooms. The University will, upon request, make cleaning supplies available to

students who are responsible for the cleanliness of private or shared bathrooms. The student shall reimburse the University for all cleaning costs in excess of normal cleaning costs if staff is required, at the University's sole discretion, to clean the assigned space. The student is also responsible for the care of the assigned space and is expected to report any repair needs to University Housing. The student shall be liable for increased repair costs due to failure to report conditions in need of repair. The student is responsible for using all University property in a safe, responsible manner and shall be responsible for damages to and/or replacement of University property within the assigned room/suite/apartment except for damage and loss from ordinary wear and tear. When the University determines that it is unable to assign liability for such damage, the student shall share equally with other building/floor/unit/suite residents the cost of cleaning, repair or replacement of any University property in common areas of the building/floor/unit/suite including but not limited to hallways, lounges and laundry rooms. The University at its sole discretion shall determine the amount of any costs for cleaning, loss or damage and shall notify the student of such charges. Payment is due upon such notification.

- C. ***Guardrails; Student Choice to Use Guardrails; Waiver of Liability.*** Each student is provided with one guardrail for a room that contains an adjustable height bed. The student is responsible for requesting a second guardrail if the student changes the room configuration and moves the side of the bed away from the wall. Guardrails will be installed by University Housing at no cost to the student. By execution of this contract, the student acknowledges and understands the risks the student or their guests may encounter should the student fail to keep the initial guardrail in place or request a second rail, specifically the risk of injury or potential fatality that may result from falling. Having been informed of and understanding the inherent risks should the student remove the guard rail or fail to have a second rail installed, the student assumes all liability for harm or injury to the student and/or to the student's guests. Accordingly, for the consideration specified in this contract, the student hereby releases, waives, discharges and covenants not to sue University Housing, the University, the Board of Regents, or its officers, servants, agents or employees (hereinafter referred to as "Releasees") for any liability, claim and/or cause of action arising out of or related to any loss, damage or injury, including death that may be sustained by the student or the student's guests or to any property belonging to the student or the student's guests arising out of the use of an adjustable height bed while living in University Housing. The student confirms this Release shall be effective whether injury is caused by the student's negligence, the negligence of the Releasees or the negligence of any third party.

9. Right of Entry

The University reserves the right to enter the student's space for the purposes stated in the [Community Guide](#), including for the purposes of safety, occupancy verification, facility improvements, conducting routine maintenance, health and safety inspections, winter break inspections, managing rooms and apartments in the event of an epidemic or emergency that jeopardizes the well-being of the occupant or other students, and/or maintaining a quiet environment where residents may sleep and study. Students will not be given access to any student room or apartment to which they are not assigned.

10. Personal Property

The University is not responsible for lost, damaged or stolen items. To cover risks to personal property, the student may wish to carry such fire and extended coverage insurance as the student deems appropriate and shall not look to the University to insure the student's personal property. The University will dispose of abandoned resident property in accordance with the University's guidelines on lost and found and abandoned property as stated in the [Community Guide](#).

11. Failure to Vacate

Unless the University extends the contract period, the License shall terminate at the end of the contract period. The student shall vacate the assigned housing space on or before the end of the contract period. If the student fails to vacate by the end of the contract period (whether the License has been cancelled, terminated, or expired), the student shall be responsible for all costs and damages (direct or indirect) suffered by the University in connection with the student's failure to vacate.

12. Remedies

The student's breach of any obligations established by this Contract authorizes the University to use of any remedy available by law or in equity. Additionally, if the student (or parent, guardian or guarantor) fails to pay the License Fee or Additional Fees or any other charges required by this Contract, the University is authorized to use any or all of the following remedies: initiation of a contract review process; termination of this Contract; removal of the student and belongings from University Housing; restriction of access to the assigned space; cancellation of the student's enrollment at the University; restriction of the student to register for classes; and restriction of the student to conduct University business as determined by the Registrar. The University's failure to enforce at any time any of the provisions of this Contract, or its failure to utilize any remedy that is authorized herein, shall in no way be construed as a waiver of such rights or in any way affect the validity of this Contract or any part hereof or the right of the University thereafter to enforce each and every such provision. Appeals of determinations made by University Housing under Sections 3 and 8. of the Contract may be made through [The Dawg House](#) within 10 business days of

such determination.

13. Collections and/or Attorney Fees

The student shall be responsible for the fees of any collection agency, which may be based on a percentage of a maximum of 15% of the debt and all costs and expenses, including reasonable attorney's fees, incurred in efforts to collect any amounts due under this Contract.

14. Time of Essence

Time is of the essence in the satisfaction of all terms of this Contract.

15. Severability

If any provision of this Contract is ruled illegal or invalid, such ruling shall not affect the validity or enforceability of the remainder of the provisions of the Contract.

16. Entire Agreement

Together with the Addendum (which includes the meningococcal disease vaccination statement, COVID-19 acknowledgement of risk, lead paint warning disclosure (if applicable), and the guardrail waiver), room inventory, [Community Guide](#), Code of Conduct, the housing contract cancellation request (if applicable) and dependent verification form (if applicable), this Contract contains the entire agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein, and this Contract shall supersede all previous communications, representations or agreements (either verbal or written) between the parties hereto with respect to the subject matter herein.

17. Address for Correspondence

All correspondence required by this Contract or otherwise relating to matters contained in this Contract from the student (or parent, guardian or other guarantor) to the University shall be mailed or delivered to University Housing Assignments Office; Russell Hall; 515 Baxter Street; University of Georgia; Athens, Georgia 30602-5575 or emailed to housing@uga.edu.

Revised 02/08/022