



# University Housing

Student Affairs

UNIVERSITY OF GEORGIA

## 2023-2024 UNIVERSITY OF GEORGIA HOUSING CONTRACT

**INSTRUCTIONS: By executing this Contract (as defined below) and (or signing and returning it), you agree to and accept all terms and conditions included within the Contract, which includes information about the meningococcal vaccination, acknowledgment of risk, lead paint (if applicable), and the guardrail waiver contained in Section 8.C.**

The student may either “execute” the Contract online through The Dawg House or sign and return the Contract to the University Housing Assignments Office. In this Contract, “execute,” “executed,” and “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 by the deadline noted below, the student’s housing assignment and registration for housing may be canceled. This Contract is for the period noted below. 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 (as defined below).**

Student Name	Initial Hall Assignment and Room Type		Contract Period
Contract Billed (Monthly/Semesterly)	Room Rate	Programming Fee	Special Program Fee
Total Proposed License/Contract Fee*		Deadline to Execute Contract	

\*2022-2023 room rates are reflected in the chart. Pursuant to section 5.C of the Contract, the rates for 2023-2024 are 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. You will be notified, in writing, when rates are finalized for 2023-2024.

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. 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 the University Housing contract review process, 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 engaged 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 exit signs) in a housing facility or at a University Housing-sponsored activity;
  - c. 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 activity: 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; any dangerous weapon, such as but not limited to, a machine gun, shotgun, sawed-off shotgun, rifle or silencer as defined by Georgia Code Section 16-11-121; 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; any explosive materials as defined by Georgia Code Section 16-7-81; any fireworks as defined by Georgia Code Section 25-10-1 in or in close proximity to University Housing facilities; 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 use of an "electroshock weapon" against another person in a manner other than in defense of self or others;
  - d. 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;
  - e. Using, possessing, manufacturing or distributing: any dangerous drug as defined by Georgia Code Section 16-13-71; any drug paraphernalia or drug-related objects as defined by Georgia Code Section 16-13-32.2; any unauthorized controlled substance as defined by Georgia Code Section 16-13-25 through 16-13-29; any counterfeit substance as defined by Georgia Code Section 16-13-21(6); or any imitation controlled substance as defined by Georgia Code Section 16-13-21(12.1);
  - f. 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;
  - g. 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;
  - h. Using the assigned space and/or mailbox to engage in illegal activities;
  - i. Failing to pay fees as required under this Contract;
  - j. Being convicted of a crime against a victim who is a minor as defined by Georgia Code Section 42-1-12(a)(14);
  - k. Being suspended or dismissed from the University;
  - l. 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;
  - m. Violating University policy with respect to the possession or consumption of alcoholic beverages in a housing facility or at a University Housing-sponsored activity;
  - n. Dropping, throwing, projecting or causing to be projected any object from a housing facility window;
  - o. Theft or damage of University property or the property of another resident, guest or staff member;
  - p. Possessing stolen property;
  - q. Operating a business out of University Housing facilities, including the student's assigned space and/or mailbox;

- r. 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;
  - s. Interfering with the normal operation of a housing facility or elevator (including violating any visitation rules and/or quiet hours); and/or
  - t. Violating University of Georgia policies, rules and regulations.
- 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 shall 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 at [First Year Live-On Requirement \(FYLOR\)](#).

**( ) I acknowledge I understand what may result in a revocation of this License and the effects of License revocation.**

## **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 the 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. The University, at its discretion, may choose to revoke this Contract at any time, including lack of maintaining full-time enrollment status or if such decision is made as a result of a Contract review. 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. 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 (ECV) buildings, the Health Sciences Campus townhomes/homes (HSC) and all University Village (UV) 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 contract and provide documentation to verify such participation no later than the date noted in the cancellation table below to avoid a cancellation fee. 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. Non-enrollment will be verified after the add/drop period for the term of cancellation. If the student is enrolled in classes at the UGA campus after the verification, 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 provide a pro-rated refund of the paid License Fee less any charges for nights occupying the housing assignment and any other miscellaneous charges to the student’s Athena account. If the student officially vacates the assigned space after at least 60% of the term has passed, 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. Other than as provided in Section 3.A.b above, students terminating the Contract for the summer term in East Campus Village, University Village and the Health Sciences Campus townhomes/homes will be subject to any cancellation fees as outlined in 3.B.c.
- c. Cancellation Fee Table. Enrollment status during the period of the contract determines cancellation fee assessment. The table below indicates 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
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<b>ENROLLED</b>	<b>ALL TERMS</b>	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).	
<b>ENROLLED</b> in Study Abroad, Internship, Practice Teaching or Co-Op and <b>NOT ATTENDING</b> classes on campus**	<b>Fall</b>	Before July 1	No fee	
		July 1 or later	300.00*	
	<b>Spring</b>	Before November 20	No fee	
		November 20 or later	300.00*	
	<b>Summer</b> (Designated summer school halls, not including ECV or UV/HSC)	Up to 15 days prior to the 1 <sup>st</sup> day of the summer term	No fee	
		14 days or fewer prior to the 1 <sup>st</sup> day of the summer term	100.00*	
	<b>Summer</b> (ECV 11.5-month contracts and UV/HSC monthly billed contracts)	Before April 15	No fee	
		April 15 or later	100.00*	
	<b>NOT ENROLLED</b> (non-enrollment verified after add/drop period for term of cancellation)	<b>Fall</b>	Before July 1	No fee
			July 1 or later	300.00*
<b>Spring</b>		Before November 20	No fee	
		November 20 or later	300.00*	
<b>Summer</b> (Designated summer school halls, not including ECV or UV/HSC)		Up to 15 days prior to the 1 <sup>st</sup> day of the summer term	No fee	
		14 days or fewer prior to the 1 <sup>st</sup> day of the summer term	100.00*	
<b>Summer</b> (ECV 11.5 month contracts and UV/HSC monthly billed contracts)		No deadline	Students with contracts that end in July (UV/HSC monthly billed contracts) or August (ECV 11.5-month contracts) 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).	

\* Or a fee equal to nights occupying the assigned space if the student checked in or had the assignment rolled over for a new term, 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).

**() I have reviewed and acknowledge the terms under Termination of Contract, including the conditions in which cancellation fees will be assessed.**

#### **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 the time designated by University Housing 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 East Campus Village or who are contracted for University Village/Health Sciences Campus townhomes/homes 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 and 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 as designated by University Housing.
  - b. Students with 11.5-month contracts who complete all requirements for graduation in the fall or spring semesters shall be expected to vacate their assignment by the date and time specified by the University. For either semester, a contract cancellation must be submitted and will follow the cancellation fees noted in the Cancellation Fee Table in Section 3.
  - 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 (in December) 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 Fee 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.
- C. *Break closures.*** This Contract does not provide for housing during the Thanksgiving break, winter break or spring break except for residents of Brown Hall, East Campus Village, Payne Hall, Reed Hall, University Village/UV East, HSC McGowan Road townhomes and HSC Gilmore Circle homes. Students residing in all other halls will receive notification to their UGA email accounts regarding hall closures.
- D. *Contract extension.*** For students residing on campus at the end of the summer term and who have a contract for the 2024-2025 academic year, the provisions of this Contract 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 terms of the Contract, as applicable, and in accordance with the policies and procedures for student accounts.
- C.** The License Fee listed in the Contract 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

- A. 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.
- B. Students may make a request to change assignment through [The Dawg House](#). Changes will be granted priority by the 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 showing the new assignment. Any student who makes an unapproved room change will be assessed a charge of \$50; in addition, the student must return to their original assignment and begin the official room change process should the move still be desired.
- C. **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.C.b.i and 6.C.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 Contract 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 prorated to the date of occupancy.
    - iii. 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 solely 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.

**D. *University Village 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 enrolled independent graduate or professional students wishing to share a two-bedroom apartment with another enrolled 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 (e.g., UV East), 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.

**E. *Health Sciences Campus townhome and home types***

- a. McGowan Road townhomes and Gilmore Circle homes 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 bedroom apartment or three bedroom home with independent graduate or professional student(s) of the same gender. Townhomes/homes available for the roommate option (for those enrolled independent graduate or professional students wishing to share a two-bedroom apartment with another enrolled independent graduate or professional student of the same gender) are located within designated building(s) as listed on the University Housing website.

**F. *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 in the Contract. 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, requires the student to notify the University Housing Assignments Office immediately.

**7. Assignability of Contract**

- A. The student has no right to and shall not assign or transfer this Contract or 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 condition.** Within 48 hours of checking in to their assignment, each student should email their appropriate community office a list of any missing items or damages beyond expected wear and tear. Upon checkout of the assigned space, students will be responsible for any damages or missing items not initially reported.



- B. *Cost 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 at least 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, where one 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 fail to 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**

- A.** 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, 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**

- A.** 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**

- A.** 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. Acknowledgements**

- A. *Risk of illness.*** The University cannot guarantee that a student will not become exposed to or infected by viruses or illnesses while living in on-campus facilities. Further, living on campus could elevate the risk of contracting any contagious illness simply due to the dense populations in the residence halls. University Housing does not provide housing for students needing to quarantine or isolate due to an illness, and it may not be possible to quarantine or isolate within a student's assigned room. Students and their supporters should

develop a plan based on CDC and/or Georgia Department of Health guidelines in advance of living on campus to be prepared should exposure or illness occur. First-year students with compelling circumstances related to a medical condition have the option to complete an exemption request in [The Dawg House](#) from the First Year Live-on Requirement.

**B. *Meningococcal disease vaccination statement.*** In accordance with the recommendations of the Advisory Committee on Immunization Practices (ACIP) of the Centers for Disease Control and Prevention, the student is required to sign a document provided by the University of Georgia that the student has received a vaccination against meningococcal disease not more than five years prior to such admittance or reviewed the information provided as required. If a student is under the age of 18, a parent or guardian must also sign such document. This Contract serves as such document. Please review the following information regarding meningococcal disease:

- a. Meningitis is an infection of the fluid of a person's spinal; cord and brain. The two major types are viral and bacterial.
- b. Meningococcal disease is a contagious, but largely preventable infection of the spinal cord fluid and the fluid that surrounds the brain.
- c. Meningococcal disease is spread by close contact of respiratory secretions, such as drinking directly after someone, kissing, and sharing utensils, or by being coughed or sneezed upon. It is not spread by being in the same classroom or by passing someone on the street.
- d. Meningococcal disease is a serious disease that can lead to death within only a few hours of onset; one in ten cases is fatal; and one in seven survivors of the disease is left with a severe disability, such as the loss of a limb, developmental disability, paralysis, deafness or seizures.
- e. Scientific evidence suggests that college students living in dormitory facilities are at a moderately increased risk of contracting meningococcal disease.
- f. Immunization against meningococcal disease will decrease the risk of the disease.
- g. ACIP recommendations for college students living in residence halls:
  - i. First-year college students living in residence halls should receive at least one (1) dose of MenACWY (Menactra or Menveo) before college entry. The preferred timing of the most recent dose is on or after their 16th birthday.
  - ii. If only one (1) dose of vaccine was administered before the 16th birthday, a booster dose should be administered before enrollment.
  - iii. Some schools, colleges and universities have policies requiring vaccination against meningococcal disease as a condition of enrollment for either incoming first-year students living in residence halls or all incoming first-year students. For ease of program implementation, persons aged  $\leq 21$  years should have documentation of receipt of meningococcal conjugate vaccine not more than five (5) years before enrollment.
  - iv. A second vaccine series for Meningitis B may be administered to adolescents and young adults aged 16–23 years to provide short-term protection against most strains of serogroup B meningococcal disease. The preferred age for MenB vaccination is 16–18 years. MenB vaccine should either be administered as a three-dose series (Trumenba) or a two-dose series (Bexsero).
- h. Additional information about meningococcal disease and vaccines can be found at <https://healthcenter.uga.edu/healthtopics/meningitis/>.

**C. *Lead paint disclosure.*** Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. There are known lead-based paint and/or lead-based paint hazards present in University Housing. In the Buildings M through S in University Village, testing has revealed lead paint on interior door jambs and casings and common/storage area door jambs and casings. In general, the painted surfaces containing lead are in good condition, with slight chipping in some areas. In Buildings A through L in University Village, no painted surfaces were identified as containing lead. Buildings T through V in University Village were built after 1978 when lead-based paints were no longer used. Known lead paint was abated in all McGowan Road townhomes (Buildings G through M). In Gilmore Circle houses, testing has revealed lead paint on exterior door frames, walls in some kitchen and laundry areas, and walls of some closets. University Housing maintains all test results on file, which are available upon request. The Environmental Protection Agency publishes a document that provides information on lead poisoning prevention titled "Protect Your Family from Lead in Your Home," which can be found at

<https://www.epa.gov/lead/protect-your-family-lead-your-home-real-estate-disclosure>. Upon request, written copies of this document will be provided from the community office located at the Health Sciences Campus.

() I acknowledge I have reviewed the Acknowledgments in Section 12. I understand the risk of being exposed or contracting an illness while living on campus. I have received a vaccination against meningococcal disease not more than five years before admittance or have reviewed the information provided regarding Georgia State Law regarding meningococcal vaccinations. Furthermore, I have been provided with information about lead-based paint and/or lead-based paint hazards that exist in University Housing facilities.

**13. Remedies**

A. 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.A and 8.B of the Contract may be made through [The Dawg House](#) within 10 business days of such determination.

**14. Collections and/or Attorney Fees**

A. 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.

**15. Time of Essence**

A. Time is of the essence in the satisfaction of this Contract.

**16. Severability**

A. 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.

**17. Entire Agreement**

A. Together with the [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.

**18. Address for Correspondence**

A. 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](mailto:housing@uga.edu).

() I have read and agree with each and every provision of this Contract, and I understand I am entering into a legally binding agreement with the University.

**Execute the contract by entering your UGA UD (81#)**

*Field for student to enter ID that only shows in TDH – the mail merge will show student name in the box*

Contract Execution date by student XX/XX/XXXX

**Execute the contract**