



# University Housing

*Student Affairs*

UNIVERSITY OF GEORGIA

## 2018-2019 UNIVERSITY OF GEORGIA HOUSING CONTRACT

**INSTRUCTIONS: By executing this contract and 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 and lead paint (if applicable).**

The student may either “execute” the contract and contract addendum online or sign and return the contract 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 their assent to 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.**

### **1. Parties and Agreements**

This 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, 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. 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, sex, sexual orientation, ethnic or national origin, religion, age, genetic information, disability or veteran status. The parties to this contract, in consideration of the mutual covenants and stipulations set forth herein, agree as follows:

- A. The University shall grant the student a limited, nonexclusive, nontransferable and revocable license to use and occupy an assigned room in a University Housing facility in accordance with the terms and conditions in this contract. 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. The University reserves the right to revoke the student’s license if the student engages in any of the following misconduct:
  - a. Intentionally or recklessly setting a fire 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 or damaging any fire safety equipment in a housing facility or at a University Housing-sponsored activity;
  - c. Intentionally sharing a UGA identification card and residence hall access personal identification number (PIN) with 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-sponsored event: 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, hoax device, 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 devices, replica of a destructive device or configuration of explosive materials with the appearance of a destructive device such as a fake bomb or packages that give the appearance that

they 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;

- 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 causes the reasonable apprehension of such touching;
  - f. 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);
  - 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 University 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 the student’s residence and/or mailbox (except as authorized by USPS regulations);
  - n. Using the assigned residence and/or mailbox to engage in illegal activities;
  - o. Consistently playing any television, musical instrument, stereo or other sound producing device in a manner that unreasonably interferes with the ability of another resident to use and enjoy their assigned room/common areas or otherwise disrupts the educational and residential environment as determined by the University;
  - p. Failing to pay contract fees as required under this contract;
  - q. Being convicted of a crime against a victim who is a minor as defined by Georgia Code Section 42-1-12(a)(14);
  - r. Violating University of Georgia rules and regulations;
  - s. Suspension or dismissal from the University; and/or
  - t. Interfering with the normal operation of a housing facility or elevator including but not limited violating any visitation rules and/or quiet hours.
- C. If the University revokes the student’s license to live on campus, the student will lose all privileges or rights to use or occupy the student’s assigned housing space. The student must vacate the premises prior to the time specified by the University by removing all belongings from the assigned housing space and following designated checkout procedures. If the student’s contract to live on campus is revoked, the student may remain liable for the full payment of contract fees due under this contract as outlined 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.
- D. The student agrees to pay the University contract fee for the assigned housing space and all other charges as provided in this contract. Other charges 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 contract fee listed in the contract addendum may be pending Board of Regents approval and may be adjusted pursuant to that approval no later than the start date of the contract.
- E. 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 all contract fees and other charges 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 Section 1.D.
- 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 online [Student Handbook](#) and others 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.

### **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 non-enrollment or University Housing-initiated cancellation due to occupancy limitations will result in charges as outlined in Section 3.A. The student must submit a cancellation 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 should the student not maintain full-time enrollment status. 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 and programming fee are nonrefundable.

First-year undergraduate students are required to live on campus in University Housing residences unless granted an exemption to the requirement 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 [https://housing.uga.edu/site/resources\\_first\\_year\\_liveon\\_requirement](https://housing.uga.edu/site/resources_first_year_liveon_requirement).

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

- a. Unless specified below, the student must pay a contract cancellation fee equivalent to 50% of the remaining portion of the contract fee for the assigned space for the entire contract period in addition to any charges for nights occupying the assigned space.
- b. Upon written notification from a student that the student will vacate the housing space early and cancel the remaining period of the contract due to participation in a University-sponsored internship, University cooperative education, study abroad or practice teaching program, this contract shall terminate upon completion of the last semester of residence and the University's verification of the matters asserted in the student's notification. Upon such termination, the University shall refund the student any housing fees paid by the student for the remaining of the contract period less any charges assessed.

#### **B. Students wishing to cancel the contract but who are no longer enrolled at the University during the contract period:**

- a. If written notification of the cancellation is received before the stated deadline (see table below) and non-enrollment is verified, all contract fees and any additional fees paid by the student pursuant to this contract shall be credited to the student's Athena account.
- b. If written notification of the cancellation is received after the stated deadline (see table below), a cancellation fee as outlined in the table below will be assessed to any student who does not check into the assigned space. 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.
- c. If the University cancels the student's enrollment or the student ceases to be enrolled at the University for any reason after the first day of classes during the contract period, including completion of graduation requirements, 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.
  - i. 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 contract 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 rent.
  - ii. For students billed on a monthly basis, the student shall remain responsible for any remaining rent due for the month.

- C. For students with a summer assignment in East Campus Village, University Village and the Health Sciences Campus (HSC) townhomes, this contract may not be terminated for the summer term based on the student's enrollment status unless described in 3.A.b.

- D. Monthly billed students who complete all requirements for graduation in fall semester shall be expected vacate their apartment on or before the Friday proceeding the University winter break closure. Students who complete all requirements for graduation in spring semester shall be expected to vacate their apartment by May 15. For either semester, a contract cancellation must be submitted and will follow the cancellation fees noted in the cancellation information table below. 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 rent until officially checked out.

**Cancellation Information Table**

<b>ENROLLED STUDENTS</b>		
Enrolled students are responsible for 50% of the remaining portion of the contract fees for the assigned space in addition to any charges for nights occupying the assigned space (see section 3.A).		
<b>NON-ENROLLED STUDENTS</b>		
<i>Term of Non-enrollment</i>	<i>Cancellation Deadline</i>	<i>Cancellation Fee</i>
Fall semester	Before July 1 July 1 or later	No fee \$300*
Spring semester	Before December 1 December 1 or later	No fee \$300*
Summer term/sessions	Monthly billed: before March 15 Monthly billed: March 15 through May 15	No fee \$300*
	Semesterly billed: Up to 15 days prior to the 1 <sup>st</sup> day of the term Semesterly billed: 14 days prior to the 1 <sup>st</sup> day of the term or later	No fee \$100*
<i>* Or a fee equal to nights occupying the assigned space if the student checked in, whichever is higher.</i>		

**4. Payment of Housing Fees**

- A. The student shall pay all housing fees to the Bursar and Treasury Services Division in accordance with the policies and procedures for student accounts.
- B. Square footage of the space assigned is not a factor in determining the amount of the contract fee.
- C. 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. This fee is not subject to the terms of contract cancellation as outlined in Section 3.
- D. Students enrolled in special initiatives within University Housing may be subject to additional programming fees.
- E. Billing information and other student account correspondence will be emailed to the student’s University email account as the University recognizes email as an official means of communication. As such, students are responsible for checking their University email accounts regularly in order to receive timely billing notifications. Augusta University/University of Georgia Medical Partnership students will receive billing information from the Bursar and Treasury Services Division by mail.

**5. Assignment to Hall and Room**

All students 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. 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, nor shall it entitle the student to a change in any fees assigned.

A. University Village Community assignments

- 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; independent graduate or professional students wishing to reserve the entire apartment; and independent graduate or professional students 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 at least one other student of the same gender.

**B. Health Sciences Campus (HSC) assignments**

- a. McGowan Road townhomes and a limited number of Kenny Road 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; independent graduate or professional students wishing to reserve the entire apartment; and independent graduate or professional students wishing to share a two bedroom apartment with another independent graduate or professional student of the same gender.

**C. For students 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 apartment. The student shall complete a dependent verification form 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. Any changes in marital status, domestic partnership, the number of dependent children or in occupancy for any other reason, requires the student notify the University Housing Assignments Office immediately.**

**D. Residence hall assignments**

- 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 as 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 5.D.b.i and 5.D.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 of the current room fee. 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. 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 sole designated by the University), the student shall pay only the standard housing fee and not the additional fee levied for single occupancy assignments in double occupancy rooms.
- c. All requests to change a room and/or hall assignment should be submitted through [the Dawg House](#). Changes will be granted priority by request type in order the requests are received and to the extent practicable as solely determined by University Housing. A charge of \$50 will be assessed to any student who changes an assignment without first agreeing to the contract amendment.

**6. 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 may occupy 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.
- C. Holidays and break periods between/during semesters: 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 and HSC townhomes. Students residing in all other halls will receive notification to their UGA email accounts regarding break closures.
- D. Contract extension: for students residing on campus at the end of the summer term and who have a contract for the 2019-2020 academic year, the provisions of this contract and the contract addendum continue to apply until the start of the new contract.

#### **7. Assignability of Contract**

The student shall not assign, transfer 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. The student is responsible for maintaining the cleanliness of the assigned space and 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 hall/unit/suite residents the cost of cleaning repair or replacement of any University property in common areas of the residence hall/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 students of such charges. Payment is due upon such notification.
- B. Each student is provided with one guardrail for a room that contains an adjustable height bed. The student is responsible for requesting a second guard rail if the student changes the room configuration and moves the side of the bed away from the wall. By execution of this contract, the student acknowledges and understands the risks the student 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](#).

#### **10. Personal Property**

The University is not responsible for lost, damaged or stolen items. To cover 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 policy on abandoned property as stated in the [Community Guide](#).

#### **11. Failure to Vacate**

Unless the University extends 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 for reasons outlined in Section 3, 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 use of any remedy available by law or in equity. Additionally, if the student (or parent, guardian or guarantor) fails to pay housing fees or 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.

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

The resident 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 contract addendum, room inventory, [Community Guide](#), [Student Handbook](#), the housing contract termination (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.

**17. Contract Terms Appeals Process**

Any appeals to the terms of this contract should be made in writing by the student and either mailed, emailed or delivered to the University Housing Assignments Office.

**18. 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](mailto:housing@uga.edu).

Revised: 2/21/2018