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 and are also acknowledging the information about meningococcal disease found in the contract addendum.

You 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 his/her assent to terms of the contract. If the Assignments Office does not receive the executed contract and addendum by the deadline listed on the addendum, your 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 to you on the basis of your completed registration for a housing space in a University Housing facility. When this contract is executed, it becomes a binding agreement – a contract between you (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 agreement, 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 within and foregoing terms and conditions. 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 his/her assigned room as a living unit shall be based upon the license granted in this contract.

The University reserves the right to revoke the student's license if the student engages in any of the following misconduct: (1) 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 university housing facility or at a University Housing-sponsored activity; (2) intentionally or recklessly misusing or damaging any fire safety equipment in a university housing facility or at a University Housing-sponsored activity; (3) intentionally sharing ID card and residence hall access pin number with another individual; (4) using, possessing, manufacturing, distributing, maintaining, transporting or receiving any of the following while on University property or at a University-sponsored event: a. any firearm or weapon, whether operable or inoperable, as defined by Georgia Code Section 16-11-127.1 or any object of like character including but not limited to paintball guns, air soft guns, BB guns, potato guns, knives or razor blades; b. 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; c. any bacteriological 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; d. any explosive materials as defined by Georgia Code Section 16-7-81; e. using any fireworks as defined by Georgia Code Section 25-10-1 in or in close proximity to University Housing facilities; f. 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 which give the appearance that may contain chemical explosives or toxic materials; g. use of an “electroshock weapon” against another person in a manner other than in defense of self or others; (5) 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 causing the reasonable apprehension of such a touching; (6) 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 Sections 16-13-25 through 16-13-29; any counterfeit substance as defined by Georgia Code Section 16-13-21(12); any imitation controlled substance as defined by Georgia Code Section 16-13-21(12.1); (7) violating University policy with respect to the possession or consumption of alcoholic beverages in a housing facility or at a University Housing-sponsored activity; (8) 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; (9) dropping, throwing, projecting or causing to be projected any object from a university housing...
facility at the University of Georgia. To comply with the first year live-on requirement, which may result in the cancellation of enrollment and revocation of student status at the University of Georgia.

If the student is under 18 years of age, his/her 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, which is contained in Section 1.B above.

B. The student agrees to pay the University a contract fee for this 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 is pending Board of Regents approval and may be adjusted pursuant to that approval, no later than the start date of contract.

C. If the student is under 18 years of age, his/her 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, which is contained in Section 1.B above.

2. Incorporation of Rules and Regulations

A. University Housing/University rules and regulations: The University of Georgia 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 a part of this contract and incorporated herein. Students wishing to review any of these rules and regulations prior to signing this contract may contact University Housing and 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 rules and regulations and this contract, the provisions of this contract shall control.

B. Other laws, rules and regulations: 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 housing website https://housing.uga.edu 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 or not to charge the cancellation fee as calculated in Section 3.A. In any event, the registration fee and programming fee are non-refundable.

A. Students who remain enrolled at the University during the contract period:

1. 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.

2. For ALL first-year students, if the student chooses to terminate this contract, such action may result in a failure to comply with the first year live-on requirement, which may result in the cancellation of enrollment and revocation of student status at the University of Georgia.

3. Upon written notification from the student that he/she will vacate his/her housing space early and cancel the remaining period of the contract due to graduation from the University, participation in a University-sponsored internship, University cooperative education, study abroad or practice teaching program, this contract shall terminate upon the 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 to the student any housing fees paid by the student for the remainder of the contract period less any charges assessed.

B. Students not enrolled at the University during the contract period:

1. If written notification of the cancellation is received before the initial deadline (see table below) immediately preceding the initial semester of the contract period 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.

2. If written notification of the cancellation is received after the initial deadline (see table below), but before the first day of classes during the contract period, 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 and then cancels his/her 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.

1. For students billed on a semester 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 assigned space, and any other miscellaneous charges to the student’s Athena account. After 60% of the term, the University will not credit any unused rent.

2. For students billed on a monthly basis: The student shall remain responsible for any remaining rent due for the month.

D. For students living in Rooker Hall, Busbee Hall and McWhorter Hall, this contract may not be terminated for the summer term based upon the student’s enrollment status unless described in section 3.A.3.

<table>
<thead>
<tr>
<th>ENROLLED STUDENTS</th>
<th>NON-ENROLLED</th>
</tr>
</thead>
<tbody>
<tr>
<td>Enrolled students are responsible for the remaining portion of the contract fees for the assigned space, in addition to any charges for nights accompanying the space.</td>
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<tr>
<td><strong>TERM OF NON-ENROLLMENT</strong></td>
<td><strong>CANCELLATION DATE</strong></td>
</tr>
<tr>
<td><strong>Fall Semester</strong></td>
<td>Before July 1</td>
</tr>
<tr>
<td></td>
<td>July 1 or later</td>
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<tr>
<td><strong>Spring Semester</strong></td>
<td>Before December 1</td>
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<td></td>
<td>December 1 or later</td>
</tr>
<tr>
<td><strong>Summer Term/Sessions</strong></td>
<td></td>
</tr>
<tr>
<td>A. Before March 15 (if billed monthly)</td>
<td>No fee</td>
</tr>
<tr>
<td>B. Up to 15 days prior to 1st day of term (if billed by semester)</td>
<td></td>
</tr>
<tr>
<td>A. March 15 through May 15 (if billed monthly)</td>
<td>$300* (billed monthly)</td>
</tr>
<tr>
<td>B. 14 days prior to 1st day of term or later (if billed by semester)</td>
<td>$100* (billed by semester)</td>
</tr>
</tbody>
</table>

*Or a fee equal to nights occupying the assigned space if the student checked in, whichever is higher.

4. Payment of Housing Fees

A. The student shall pay the contract fee for the assigned University Housing space 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/semester that is allocated to fund programs and activities in the residential communities. Payment of this fee guarantees the student 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 the 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. The University recognizes email as an official means of communication. 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

A. University Village Community:

1. Assignment to two bedroom apartments: Students who are either married or have a domestic partner and completed the domestic partnership declaration with the University; students who are married (or have a domestic partner and completed the domestic partnership declaration with the University) and have up to two dependent children; one student and up to three dependent children; independent graduate or professional students reserving 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 roommate option (for those independent students wishing to live with one or two other independent students, depending on configuration with another independent student) are located within designated building(s) as listed on the University Housing website.

2. Assignment to one bedroom apartments: independent students; and students who are either married or have a domestic partner (and whom are without additional dependents) and completed the domestic partnership declaration with the University.

3. 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.

B. Health Sciences Campus (HSC):

1. Assignment to HSC: McGowan Road and a limited number of Kenny Road apartments are available for graduate students and professional students. Priority is given to graduate students enrolled in the College of Public Health or professional students within the Augusta University/University of Georgia Medical Partnership.

2. Additional assignment criteria: Students who are either married or have a domestic partner and completed the domestic partnership declaration with the University; students who are either married (or have a domestic partner and completed the domestic partnership declaration with the University) and have up to two dependent children; one student and up to three dependent children; independent students reserving the entire apartment; and independent students wishing to share a two bedroom apartment with another independent student of the same sex.

C. Undergraduate Residence Halls

1. 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. University Housing, in its sole discretion, may determine a need to add occupants to a room or traditional common areas or re-assign students based on special accommodation needs. To clarify by example, this may result in a room’s occupancy changing from single occupancy to double occupancy, from double occupancy to triple occupancy, or traditional common area (e.g., lounge space) to 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.

2. Vacant room/suite/apartment spaces: At anytime necessary, the student shall accept the assignment made by University Housing of any other student of the same sex into a vacant space within their room/suite/apartment.

3. Single-occupancy assignment

   a. Most room assignments are made on a double-occupancy basis; that is, the student will be assigned a room with one other person. The University, however, at its sole option, may permit the student to pay an additional fee for assignment to a room on a single-occupancy basis as provided in Section 5.C.3.B below. East Campus Village units are not available for occupancy by a single person; however, each bedroom is single occupancy, unless noted as an expanded space. Sections 5.C.3.B, 5.C.4 and 5.C.5 do not apply to residents of East Campus Village.

   b. When the University makes a single-occupancy assignment at the student's request as outlined in Section 5.C.1, the University guarantees the student that no roommate will be assigned during the contract period. There is no correlation between the amount of the additional fee and the size and/or furnishings of the room. Once a student receives a single-occupancy assignment, he/she is obligated to pay the additional fee for the entire contract period.

4. When the student requests a single-occupancy assignment, but space does not become available until after this contract has been submitted, the student will be billed for the additional fee at the time of assignment to the single-occupancy space prorated to the date of occupancy.

5. If the student does not request a single-occupancy assignment, but the University assigns the student to be the sole occupant of a double-occupancy room (as solely designated by the University), the student shall pay only the standard housing fee and not the additional fee levied for single occupancy assignments per Section 5.C.3.B.

6. Room and hall changes

   a. All requests to change a room and/or hall assignment should be submitted online at https://housing.uga.edu .

   b. Changes will be granted priority by request type, in the order the requests are received, and to the extent practicable as solely determined by the University.

   c. A charge of $50 will be assessed to any student who changes his/her room or hall assignment without agreeing to the contract amendment.

6. Period of Occupancy

A. Beginning of occupancy: The student is authorized to occupy his/her assigned space beginning on the date and time designated by University Housing as the official opening day. The student's failure to occupy the assigned space each semester by 9 a.m. on the first day of classes entitles the University to assign the space to another individual, cancel the student’s space and assess appropriate fees as listed in Section 3. If the Assignments Office receives written notification that the student's arrival will be delayed, the University will, within reason, attempt to hold the original assignment for the student.

B. Termination of occupancy: The student may continue to occupy his/her assigned room for 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 his/her assigned room 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 space during the Thanksgiving holiday, periods between semesters or spring break except for residents of East Campus Village, Payne Hall and Reed Hall. Students residing in all other halls will be notified via email to their University email account as to the times when the building will be closed.

D. Contract extension: For students residing on campus at the end of the summer term and have a contract for the 2018-2019 academic year the provisions of this contract and the contract addendum continue to apply until the start of the new contract as listed on the contract addendum. 

7. Assignability of Contract 
The student shall not assign, transfer or allow his/her 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 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 repair and replacement of, University property within their 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 the student of any such charges. Payment is due upon such notification.

B. Use of guard rails with adjustable height beds: If the student is provided a room that contains an adjustable height bed and wishes to raise the bed above the standard height, the student is responsible for requesting and installing a guard rail. By execution of this contract, the student acknowledges and understands the risks the student may encounter should the student fail to request and install a guardrail, specifically the risk of injury and potential fatality that may result from falls. Having been informed of and understanding the inherent risks should the student fail to request and install a guardrail, 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 agreement, the student hereby releases, waives, discharges and covenants not to sue the University, University Housing, 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 student’s guests, or to any property belonging to the student or student’s guests arising out of 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 online edition of the Community Guide https://housing.uga.edu/site/housing_community_guide.

10. Personal Property
The University is not responsible for lost, damaged or stolen items. To cover personal property, the student may 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 or 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 of the obligations established by this contract authorizes the use of any remedy available by law or in equity. Additionally, if the student (or his/her parent, guardian or other guarantor) fails to pay housing fees or other charges as required by this contract, the University is authorized to use any or all of the following remedies: 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 33.3% of the debt and all costs and expenses, including reasonable attorneys’ 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, contract amendment form and the housing contract termination agreement, 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 or conditions of this contract should be made in writing by the student and either mailed, emailed or delivered to the University Housing Assignments Office.

18. Addresses for Correspondence
All correspondence required by this contract or otherwise relating to matters contained in this contract from the student (or his/her 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 01/12/2017