

INSTRUCTIONS TO STUDENT: ONCE YOU SIGN AND RETURN, THIS CONTRACT, ACCEPTING THE TERMS OF THE CONTRACT AND ACKNOWLEDGING THE MENINGOCOCCAL INFORMATION, YOU AGREE TO ALL TERMS AND CONDITIONS INCLUDED WITHIN. IN ADDITION, THE FIRST SEMESTER HOUSING PREPAYMENT FEE MUST BE RECEIVED BY THE HOUSING OFFICE BY THE DATE BELOW. THE BALANCE OF THE FALL RENT IS DUE AUGUST 18, 2008.

THE DEADLINE TO SUBMIT THIS CONTRACT IS:

CONTRACT DUE DATE

HOUSING PREPAYMENT

\$200.00

PERIOD OF CONTRACT

8/15/2008 – 5/9/2009

If the Housing Office does not receive the signed contract by 5 p.m. on the date above, your hall assignment and registration for housing will be canceled. As part of this contract you are obligated to pay the \$200 prepayment by the date above to the Department of University Housing. This contract is for the period listed below. This contract is being offered to you on the basis of your completed registration for a housing space in a University residence hall. **YOU ARE URGED TO READ THIS CONTRACT CAREFULLY.** When this contract is signed and returned to the Housing Office, P.O. Box 8102, Statesboro, GA 30460-8102, it becomes a binding agreement - a contract between you and the University.

Your housing assignment is available on the Student Web at www.gsuhousing.com/apply. Please log in to see your hall, room, bedspace, and the semester and yearly rates of your assignment. This contract is valid for any room on campus, not for a specific housing assignment.

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 Georgia Southern University (hereinafter the "University") and the student. 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. In performance of this contract, the University shall not unlawfully discriminate on the basis of race, color, national origin, religion, sex, age, 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 residence hall 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 that 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 at the discretion of a university judicial hearing officer for any violation of the Student Conduct Code and/or University Housing Regulations:

B. The student agrees to pay to the University a housing fee for this housing space and all other charges as provided in this 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 housing fees and other charges as provided in this contract. The parent, guardian, or other guarantor further agrees that if the student for any reason fails to make such payments the parent, guardian, or other guarantor shall make all such payments to the University. 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.

2. Payment of Housing Fees

The first semester housing prepayment fee of \$200.00 must be received by the Housing Office by the date indicated on the Housing Contract. The signed contract must be received by the Housing Office by 5:00 p.m. on the contract due date. The balance of the first semester housing fee is due to Student Fees by August 18, 2008. Billing information and other student account correspondence will be emailed to the student's GSU e-mail account on record with the University. The University recognizes email as an official means of communication. Written copies of bills will not be mailed. Students should check his/her WINGS account for information about your account, deadlines, and other information. It is the student's responsibility to check his/her WINGS account regularly in order to receive timely billing information.

3. Assignment to Hall and Room

- A. The Department reserves the sole right to make all hall and room assignments and to make any subsequent changes the Department deems advisable or necessary.
- B. 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 paragraph 3E below. Southern Courtyard, Southern Pines, and Eagle Village units are not available for occupancy by a single person, however each bedroom is single occupancy. Sections 3D, 3E and 3F do not apply to residents of Southern Courtyard, Southern Pines, and Eagle Village.
- C. Smoking is not permitted within any University residence hall including, but not limited to, all student rooms.
- D. When the University makes a single occupancy assignment at the student's request as outlined in Section 3B, the University guarantees the student that no roommate will be assigned for the contract period. A single occupancy assignment does not entitle the student to make any extra set of furnishings or supplies available to another student or a guest. There is no correlation between the amount of the additional fee and the size or furnishings of the room. Once a student receives a single-occupancy assignment, he/she is obligated for the additional fee for the entire contract period.
- E. 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.
- F. If the student does not request a single occupancy assignment but the University, nevertheless, 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 3E. However, upon the direction of the University, at any time necessary, the student shall accept the assignment of another occupant to the room or assignment to another room.

4. Period of Occupancy

- A. **Beginning of Occupancy:** The student is authorized to occupy his/her assigned room beginning on the date and time designated by the Department as the official opening day for the residence halls. The student's failure to occupy his/her assigned room each semester by 9:00 a.m. on the first day of classes entitles the University to assign the room to another individual and to cancel the student's space and to assess appropriate fees as listed in Section 10. If the Housing Office receives, by 5:00 p.m. on the day immediately preceding the first day of classes, 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:** (1) the student may continue to occupy his/her assigned room for 24 hours after completion of the student's last scheduled examination or until 12:00 noon on the day immediately following the last scheduled examination according to the official University calendar, whichever is earlier. (2) 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.
- C. **Holidays and Break Periods Between/During Semesters:** The residence halls are open to students during the Thanksgiving and Spring Break periods. This contract does not provide for housing between the end of the Fall Semester and the beginning of Spring Semester except for students living in Southern Courtyard and Southern Pines.

5. Assignability of Contract

This residence hall contract may not be assigned or otherwise transferred nor may the student's space be occupied or controlled by another person or entity.

6. Care of Space, Room, and Hall

The student is responsible for the condition of the room and all furnishings that are assigned to him/her, and he/she shall reimburse the University for all damage to the room and damage to or loss of the furnishings, except that are caused by ordinary wear and tear. The student is also responsible for maintaining the cleanliness of his/her room, and he/she 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 room. The student will also be required to share equally with other hall/unit/suite residents the cost of repair or replacement of any University property in common areas of the residence hall/unit/suite, including but not limited to hallways and lounges, when the University determines that it is unable to assign liability for such damage or loss. The University, at its sole discretion, shall determine the amount of any such loss or damage. The University shall notify the student of any such charges, and payment is due upon such notification.

7. Right of Entry

The University reserves the right to enter the student's room to inspect, verify occupancy, make improvements or repairs, claim University property, or control the room in the event of an epidemic or emergency, or for any other purpose related to the proper maintenance or operation of the residence halls.

8. Limitation of Liability

Although precautions are taken to maintain security of the University campus, the University does not assume any legal obligation to pay for injury to person (including death) or loss of or damage to items of personal property which may occur in its buildings or on its grounds prior to, during, or subsequent to the contract period. The student and his/her parent, guardian, or other guarantor are encouraged to carry appropriate insurance to cover such losses.

