

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 16, 2010.

THE DEADLINE TO SUBMIT THIS CONTRACT IS:

CONTRACT DUE DATE

HOUSING PREPAYMENT DUE \$250.00

PERIOD OF CONTRACT

8/13/2010 – 5/7/2011

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 \$250 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.gsubhousing.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, political affiliation, sexual orientation, 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 \$250.00 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 16, 2010. 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 their WINGS account regularly in order to receive timely billing 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 single-occupancy basis; that is, the student will be assigned a bedroom by themselves in a shared unit (suite or apartment). Brannen Hall, Kennedy Hall, Sanford Hall, Watson Hall and some units in Eagle Village and Centennial Place are designated as double occupancy rooms (two students share a bedroom/living space).
- 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 in a space designated as double occupancy, 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 in a double occupancy designated space, 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 is assigned as the sole occupant of a space designated as double occupancy by the University and does not request that space to be a single occupancy assignment, then 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 longer than 24 hours after the student is notified of the termination.
- C. **Holidays and Break Periods Between/During Semesters:** 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 University Villas and Building 2 of Centennial Place.

5. Assignment 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.

9. 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. Once a contract is signed and returned, the student is obligated to all conditions and financial costs for the entire term of the contract as long as he/she remains enrolled at Georgia Southern University.

- A. For students not enrolled for classes at Georgia Southern University during the contract period:

1. If the Housing Office receives written notification from the student of his/her desire to terminate the contract **and** if the student does not enroll in the University for **first semester of this contract**, this contract shall terminate upon verification of the student's non-enrollment. If the notification is received by June 1st, the student will be charged a \$100 cancellation fee; after June 1st and before July 1st, the student will be charged a \$150 cancellation fee and after July 1st and by July 15th, the student will be charged a \$200 cancellation fee. Students who cancel after July 15th will be charged a \$250 cancellation fee. *For those students whose first term of enrollment at Georgia Southern was originally going to be Fall 2010, and if the cancellation notification is received by May 1st, then the student can receive their full \$250 prepayment.* Cancellation fees will be taken from the prepayment (if made) with any remaining balance returned to the student.
 1. If the University cancels the student's enrollment at the University, except for cancellations arising from a judicial action, this contract shall be terminated, and the University shall refund to the student fees paid by the student less any charges for days occupying a residence hall space.
 2. In any event, the registration fee is non-refundable.
- B. For students who will be enrolled at Georgia Southern University during the contract period and wish to cancel their housing contract after signing the contract:
 1. First Year students must abide by the conditions of the First Year Live-On Requirement and will be in violation if they choose to cancel this contract without obtaining prior permission from the Department of University Housing.
 2. If the student cancels his/her housing contract and notifies the housing office in writing he/she will be charged a cancellation fee according to the dates below:
 - Received by May 1st - cancellation fee of \$800
 - After May 1st but before June 1st - cancellation fee of \$1,500
 - After June 1st but before July 1st - cancellation fee of \$2,000
 - After July 1st but before August 1st - cancellation fee equal to one semester's housing fees
 - After August 1st to December 1st - cancellation fee is equal to 75% of the value of contract (100% fall, 50% spring)
 3. Students who cancel this contract for the spring semester only, and will still be enrolled at Georgia Southern, will be charged 50% of the spring fees if written notice of the cancellation is received by the Housing Office by December 1st and 100% of the spring fees if written notice is received after December 1st.
- C. If a student has his/her housing contract cancelled as the result of a judicial action:
 1. The student will vacate his/her assignment within 24 hours of notification of the cancellation or by the date indicated by the hearing officer,
 2. The student will not be refunded any of the current semester's housing fees, and
 3. If removed during the Fall Semester, the student will also be charged 50% of the Spring Housing charges.
- D. If the student ceases to be enrolled at the University during the contract period based on his/her own free will, this contract shall terminate immediately upon the Department's verification of non-enrollment and the student must vacate his/her assigned room within 24 hours after non-enrollment is verified.
- E. Students who withdraw from the University after October 15 (Fall Semester) or March 15 (Spring Semester) are not eligible for a refund of any part of that semester's housing fees.
- F. Students who medically withdraw from the university will be charged the daily rate until the day he/she completes all check out procedures including removing belongings and checking out with a University Housing Staff Member.
- G. Upon written notification from the student that he/she will vacate his/her housing space early due to completion of graduation requirements, to participate in a University cooperative education, study abroad, transfer to another institution, practice teaching program or for any other reason will not be enrolled at Georgia Southern and that the student will not return to GSU before the end of the contract period, 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.
 1. Students who provide written notification prior to November 1 will not be assessed a contract cancellation fee.
 2. Students who provide written notification from November 2 – December 1 will be assessed a \$100 contract cancellation fee.
 3. Students who provide written notification December 2 up to the first day of the Spring Semester will be assessed a \$200 contract cancellation fee. After this date students will be assessed the daily rate for their room until the student officially checks out, in addition to the \$200 fee.

10. 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 his/her belongings from University housing; cancellation of the student's enrollment at the University; and withholding of the student's transcript of grades, diploma, or other records maintained by the University. The University's failure to enforce at any time any of the provisions of this contract, or its failure to utilize any remedy which 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.

11. Incorporation of Rules and Regulations

A. Residence Hall/University Rules and Regulations: Georgia Southern University rules and regulations appearing in the most recent edition of the Student Code of Conduct and others that from time to time may be promulgated by the Department of University Housing or the Office of Judicial Programs 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 the Department of University Housing and request the respective publication or refer to http://students.georgiasouthern.edu/judicial/SCC_08-09.pdf. 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 general rules and regulations of Georgia Southern University.

12. 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 the Department of University Housing, P.O. Box 8102, Georgia Southern University, Statesboro, Georgia 30460-8102. University Housing may also be communicated with through e-mail at housing@georgiasouthern.edu.

13. Collections and/or Attorney Fees

The student shall be responsible for the payment of any and all costs fees incurred by the University in collecting any amounts due under this agreement.

14. 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.

15. Entire Agreement

Together with the Residence Hall Room Inventory completed at Check-in, GSU Code of Student Conduct, Residence Hall Community Guide, and the Online Contract Cancellation Form, 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.

I, the Student and, where applicable, my parent, guardian, or other guarantor hereby acknowledge that I/we have read and agree to each and every provision of this contract. I/we understand that if I cancel this contract, there are financial obligations that can range from \$25 - \$6,400 depending on the date of cancellation and assignment.

STUDENT'S NAME	EAGLE ID NO.	STUDENT'S PERMANENT ADDRESS	TERM
NAME	900111111	STREET	201008
		CITY, STATE ZIP	

By _____	_____	_____
Director of University Housing	Signature of Student	Date
	_____ (Signature of Parent, Guardian, or other Guarantor if student is under 18 years of age) Date	

In accordance with Georgia Code Section 31-12-3.2, all students living in university owned housing must EITHER receive a vaccine for bacterial meningitis OR sign a waiver indicating that he/she has reviewed information about the risks of bacterial meningitis and have already been vaccinated or choose not to be vaccinated. The following is the information you will need in accordance with Georgia Code Section 31-12-3.2. What is Meningococcal disease? (1)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, mental retardation, paralysis, deafness, or seizures; (2)Meningococcal disease is contagious but a largely preventable infection of the spinal cord fluid and the fluid that surrounds the brain; (3)Scientific evidence suggests that college students living in dormitory facilities are at a moderately increased risk of contracting meningococcal disease; and (4)Immunization against meningococcal disease will decrease the risk of the disease. Students who apply for university housing will not be permitted to submit housing contracts without initialing that he/she is aware of the risks of bacterial meningitis. Students are encouraged to discuss the vaccination with his/her family physicians. The vaccination is not required; however, as a courtesy to students, the Georgia Southern University Health Services provides the meningitis vaccine for \$100.00. (Price subject to change)