

**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 THE FIRST DAY OF SUMMER TERM.

THE DEADLINE TO SUBMIT THIS CONTRACT IS:

**CONTRACT DUE DATE**

**HOUSING PREPAYMENT DUE    N/A                      PERIOD OF CONTRACT                      May 18- July 27**

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. This contract is for the period listed above. 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.gsohousing.com/apply](http://www.gsohousing.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 signed contract must be received by the Housing Office by 5:00 p.m. on the contract due date. The first semester housing fee is due to Student Accounts by the first day of classes. 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 for information about the 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 single-occupancy basis; that is, the student will be assigned a bedroom by themselves in a shared unit (suite or apartment).
- C. Smoking is not permitted within any University residence hall including, but not limited to, all student rooms.

#### 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. Students leaving the halls after the residence halls close are subject to late fees as detailed in the closing materials provided to students at the end of each semester.
- C. **Holidays and Break Periods Between/During Semesters:** This contract does not provide for housing between the end of the Spring Semester and the beginning of Summer Semester or for the period between the end of Summer Semester and the beginning of Fall Semester.

#### 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. The student shall be responsible and shall reimburse the University for any damage caused to any residence hall room, unit, suite, common area and/or University-owned furnishings when the University, in its sole discretion, determines that the damage is attributable to that student, regardless of whether the damaged area was assigned to that student and regardless of whether the damage was intentionally or negligently inflicted.

#### 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. Students are strongly encouraged to obtain both personal property insurance for damage to personal belongings as well as liability insurance to cover damage to university property that the student is found responsible for due to negligence, accident or intentional action on the student's part. [e.g. student leaves item on stove and a fire occurs causing smoke, fire and water damage to the student's room, common spaces or other student's rooms.]

#### 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 May 1<sup>st</sup>, the student will be charged a \$50 cancellation fee; after May 1<sup>st</sup> and the first day of classes, the student will be charged a \$100

cancellation fee. Cancellations received after the first day of summer classes will be charged a \$150 cancellation fee and the daily rate of their room until written notification is received by the housing office.

2. 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.
3. 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. 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 1<sup>st</sup> - \$50
    - After May 1<sup>st</sup> but first day of classes - cancellation fee of \$150
    - After first day of classes - cancellation fee is equal to 75% of the value of contract
  2. Students who cancel this contract for only a portion of the summer (term A or term B) but not the other part, will be responsible for the schedule described in 9(B)(1) for either term.
- 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
- 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 the midpoint for that term (as determined by the Registrar's Office) will not be eligible for any refund of the 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.

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](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](mailto: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 up to \$2,000 depending on the date of cancellation and assignment.

<b>STUDENT'S NAME</b>	<b>EAGLE ID NO.</b>	<b>STUDENT'S PERMANENT ADDRESS</b>	<b>TERM</b>
			201205

	<b>Signature of Student</b>	<b>Date</b>
By _____		
<b>Director of University Housing</b>		

\_\_\_\_\_  
(Signature of Parent, Guardian, or other Guarantor if student is under 18 years of age) **Date**

By statute, Georgia Code Section 31-12-3.2 requires that all students living in campus housing to be informed of the risks and issues regarding meningococcal disease. Meningitis is an infection of the fluid of a person's spinal cord and brain. The two major types are viral and bacterial. In addition to the information stated below, complete information can be found online at: <http://services.georgiasouthern.edu/aux/health/?cP=7>

-- Meningococcal disease is a contagious, but largely preventable infection of the spinal cord fluid and the fluid that surrounds the brain.

-- Meningococcal disease is a serious disease that can lead to death within only a few hours of onset; one in ten cases is fatal; and one in seven survivors of the disease is left with a severe disability, such as the loss of a limb, developmental disability, paralysis, deafness, or seizures;

Scientific evidence suggests that college students living in dormitory facilities are at a moderately increased risk of contracting meningococcal disease; and

-- Immunization against meningococcal disease will decrease the risk of the disease. For optimal protection, the Advisory Committee on Immunization Practices recommends persons living in college dormitories to be vaccinated with quadrivalent conjugate vaccine MCV4 (trade name "Menactra") within the previous four years.

Therefore, do you acknowledge that you have received the information about meningococcal disease and are aware of the issues and concerns about this illness? BY signing below, you are indicating that you have either (a) received a meningococcal disease vaccine or (b) reviewed the information provided above and online at: <http://services.georgiasouthern.edu/aux/health/?cP=7>

Signature of Student	Date	Signature of Parent/Guardian if student under 18 years of age	Date
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