

East Georgia State College Housing Agreement

2018-2019 Academic Year
Approved by President's Cabinet 2/26/18

This Housing Agreement (this "Agreement") should be read carefully and signed by Resident (and the Parent or Legal Guardian as a guarantor of Resident's obligations under this Agreement if Resident is under age 18).

The Board of Regents of the University System of Georgia by and on behalf of East Georgia State College ("College") is acting as the agent for Corvias Campus Living-USG, LLC ("Provider") in administering this Agreement and the assignment of housing space to Resident.

Provider is the operator of Bobcat Villas-South and Bobcat Villas-West (the "Residence Facility") to which Resident is assigned.

This Agreement is administered by College's Office of Housing and Residence Life ("College Housing").

I. TERM OF AGREEMENT

This Agreement is binding when executed by Resident (*i.e.*, the date signed by Resident or submitted by Resident online). The Agreement obligates Resident for the entire academic year identified in the heading (consisting of the fall and spring semesters) or the portion of the academic year remaining after Resident moves into the Residence Facility (the "Term").

College Housing will designate the date when a Resident may move into the Residence Facility and the date by which the Resident must move out of the Residence Facility. These dates will be published on the College Housing website (www.ega.edu/housing). The Housing Facility may be closed during academic breaks. A calendar of official closings is published each year by College Housing and governs the times during which residency is available in the Residence Facility. All Residents must make alternative arrangements at their sole expense for housing during periods of closure of the Residence Facility. If Provider elects to allow Residents to remain in the Residence Facility during any academic break, Resident will be responsible for payment of all fees charged by Provider during that period.

II. HOUSING ASSIGNMENT AND GRANT OF LICENSE FOR USE OF SPACE

Provider agrees to furnish Resident with housing space in accordance with the terms of this Agreement. The parties to this Agreement do not intend that an estate, a tenancy, or any interest in the property should pass to Resident from Provider to Resident, nor is it intended that a usufruct be granted to Resident. Instead, it is the intention of the parties that the relationship between Provider and Resident is one of licensor and licensee and that the sole right of Resident to use his/her assigned room as a living unit is based upon the license granted to Resident in this Agreement.

- A. **Right of Occupancy.** Provider will provide Resident with a space in the Residence Facility for his/her occupancy as a residence. The right of occupancy does not include the right to a specific residence space, roommate, or type of accommodation by this Agreement. College will make housing assignments on behalf of Provider subject to availability of space and without regard to race, religion, color, age, disability, national origin, or sexual orientation. Final determinations on housing assignments are in the sole discretion of College acting on behalf of Provider. No guarantee of a specific unit space assignment is implied or made.
- B. **Move-In.** Move-in dates are published on the College Housing website (www.ega.edu/housing). Resident must meet all residency requirements (as published on the College Housing website) before moving into Residence Facility. Resident must occupy the assigned space or deliver written notice of delayed arrival to the College Housing office no later than 9:00 a.m. on the first day of classes of the first academic term of residency. If Resident has not registered for courses and occupied Resident's assigned room by 9:00 a.m. on the first day of classes, the room assignment may, at the sole discretion of College on behalf of Provider, be cancelled without notice to Resident, in which case Resident will be responsible for all fees described in the Cancellation Schedule B to this Agreement.
- C. **Room Changes.** No changes in room assignment will be based upon age, race, religion, national origin, disability, sexual orientation, and online profiles except as needed to provide a reasonable accommodation to residents with eligible disabilities registered with the College Office of Counseling and Disability Services. Room change may only be made with the written approval of College Housing and is dependent upon space availability, timing of the request, and grounds for transfer. Residents who receive approval for a room change may be charged a room change fee as shown on the College Housing website, which will be posted to Resident's account. Room changes that are not authorized by College Housing will result in a fine as shown on the College Housing website, which will be posted to Resident's account.
- D. **Personal Residence.** Resident is to use and occupy the assigned space exclusively as a personal residence and for no other purpose except as may be permitted by College acting on behalf of Provider. Resident may not occupy or reside in any space other than the assigned room except for customary use of the common areas of the Residence Facility.
- E. **Conduct.**
 - a. **Living Standards/Code of Conduct.** The College Housing Residence Hall Handbook ("the Guide") and Student Code of Conduct govern Resident's use of the assigned space and conduct in the Residence Facility and are incorporated into this Agreement and made a part of it. The Guide is available on the College Housing website (www.ega.edu/housing) and hard copies are available upon request from College Housing. College reserves the right to revise the Guide at any time and to make such other rules as deemed appropriate or necessary for the safety, care, and cleanliness of the Residence Facility and for securing the comfort and convenience of all occupants of the Residence Facility. Resident agrees to abide by all College policies, procedures, and applicable law.
 - b. **Visitors.** Resident will be responsible in all matters regarding this Agreement for the conduct of anyone Resident invites or permits to enter the Residence Facility or its grounds. Any violation of the provisions of this Agreement by such a person will be attributed to Resident and will be grounds for cancellation of this Agreement by College on behalf of Provider, as well as grounds for discipline of Resident by College through its disciplinary process.
- F. **Keys.** Resident is issued a key for Resident's assigned space. This key remains the property of Provider and may not be duplicated by Resident or loaned to any other person by Resident.
- G. **Reassignment.** College Housing reserves the right to change Resident's housing assignment for purposes such as consolidation, maximization of space and resource utilization, responding to enrollment fluctuations, physical facility problems, establishment of a special interest building, floor, unit, or section, disciplinary reasons, staff changes, emergency evacuation and shelter purposes, and other reasonable purposes determined by College. Reassignment may be to another building or unit operated by Provider or College.
- H. **Entering Resident's Room.** College and Provider reserve the right to enter Resident's room for purposes of verifying occupancy, housing and College policy enforcement, maintenance, improvements, inventory control, sanitation, pest control, safety, fire protection, evaluation of

conditions potentially affecting the health or safety of occupants of Residence Facility, responding to epidemic or emergency conditions, to reclaim College property, and for any other purpose allowed by College policy. Resident is not required to be present at the time of maintenance, inspection, or other entries described in this Agreement. Furthermore, College and Provider reserve the right to provide law enforcement officers with access to Resident's room for purposes of conducting a valid search or serving an arrest warrant. Health, fire, and safety inspections will occur on a periodic basis.

- I. **Cleanliness.** Resident agrees to keep the room in a clean and sanitary condition during the entire term of occupancy and to return his/her room to Provider in the same condition, including general cleanliness, as it was at the beginning of the term of occupancy, normal wear and tear excepted as determined by College acting on behalf of Provider. When there is vacant space in a partially occupied multi-person room, the vacant space must be maintained by the occupant(s) in a manner that will allow a new Resident to move in immediately. Failure to do so will result in assessment of a cleaning charge to Resident's account.
- J. **Damages.** Resident shall pay Provider for loss of Provider property and the cost of repair for any breakage or damage to Resident's assigned room, its fixtures or any appliances and furniture, plus any damages caused by Resident or guests of Resident to other parts of the Residence Facility, including but not limited to special cleaning necessitated by improper care of rooms, furnishings, or appliances.
- K. **Alterations.** No changes may be made by Resident to the Residence Facility or assigned space without the advance written permission of College Housing. Prohibited alterations include, but are not limited to, shelves, partitions, lofts, window coverings, wallpaper, painting, plumbing, heating, structural changes or alterations to furniture, or removal of Provider owned furniture and its replacement with items owned by Resident.
- L. **Tobacco and Smoke-Free Campus.** Residence Facility and the entire College campus is tobacco and smoke-free pursuant to BOR Policy 9.1.7. The use of all forms of tobacco products is expressly prohibited. Tobacco products is defined as cigarettes, cigars, pipes, all forms of smokeless tobacco, clove cigarettes, and any other smoking devices that use tobacco such as hookahs or simulate the use of tobacco such as electronic cigarettes.
- M. **Sales and Solicitations.** Sales and solicitations in any form within the Residence Facility are prohibited unless specifically authorized in writing by College's Director of Housing. Door to door solicitation, distribution, or advertising is expressly prohibited. Resident will not allow any person to conduct sales, demonstrations, or presentations of any product or service in Resident's assigned space or in the Residence Facility without the prior written permission of College's Director of Housing.

III. MEAL PLANS

Residents living in Residence Facility are required to purchase a College meal plan. Information regarding the meal plan options can be found at www.ega.edu/housing.

IV. FEES AND PAYMENTS

- A. **Housing Fee.** Resident agrees to pay Provider a Housing Fee that is payable in two equal per-semester installments during the Term in accordance with the provisions of this Agreement. The Housing Fee is shown on Exhibit A to this Agreement. The Housing Fee is payable on a per-semester basis and must be received by College on behalf of Provider no later than 5:00 p.m. on the date for payment of Housing Fees for the semester as shown on the College Housing website (www.ega.edu/housing). Payment in full must be made for each semester regardless of Resident's move-in date.
- B. **Other Fees.** Resident agrees to pay those other fees shown on Exhibit A to this Agreement, which also shows the due date of such fees.
- C. **Late Fee.** Resident will be charged a late fee in the amount shown on Exhibit A to this Agreement for each semester that any part of the Housing Fee is not paid by the payment due date.
- D. **Failure to Pay Housing Fee by Due Date.** If Resident does not pay the Housing Fee by the later of (i) the date Resident signs this Agreement or (ii) the date for payment of Housing Fees for the semester (as set by college), Provider may cancel this Agreement, remove Resident from the Residence Facility, and avail itself of any other remedies available at law or equity.
- E. **Guarantor.** If Resident is under age 18, the undersigned parent, guardian, or other guarantor ("Guarantor") agrees to guarantee payment in full to Provider and/or college (as the case may be) the Housing Fee and all other charges attributable to Resident per the terms of this Agreement. Guarantor further agrees that if Resident for any reason fails to make such payments, Guarantor will be jointly and severally responsible for making all such payments. Provider and College will not enter into this Agreement or any other agreement with Resident unless Guarantor agrees to guarantee payment.
- F. **Failure to Pay Sums Due.** Resident understands and agrees that College may apply any sum that would otherwise be returned to Resident under this Agreement to any amounts past-due by Resident to Provider or College; provided, in the case of refunds governed by Title IV of the Higher Education Act of 1965 (as amended), the amount of the refund will not be applied to amounts otherwise owed to Provider or College. Past-due accounts may also be referred for collection. Resident agrees to reimburse Provider the fees of any collection agency, which may be based upon a percentage of the amount owed by Resident at a maximum of 33.3% of the amount owed and all costs and expenses of collection, including reasonable attorneys' fees Provider incurs in any collection efforts.
- G. **Damage to Assigned Room.** The condition of Resident's assigned room, including furnishings, will be inventoried prior to move-in. Resident will have 48 hours after move-in to inspect the room and furnishings. Any defects or damage beyond normal wear and tear must be identified by Resident via College's electronic work order system within this 48-hour period to be considered for exclusion when assessing applicable damage fees upon move-out.
- H. **Common Area Damages.** Residents of a hall within the Residence Facility may also be required to share on a pro-rata basis the expense of cleaning, painting, repairing, or replacing damaged Residence Facility property in common areas which such damage is not due to normal wear and tear and the person causing the damage is unknown. The determination of the amount of such loss or damage, selection of repair or replacement method, and scheduling of the repair or replacement will be made by College in its sole discretion. Resident agrees to pay assessed common area charges upon demand.
- I. **No-Reduction of Abatement.** Temporary failure to provide electricity, hot or cold water, heat and/or air conditioning, phone service, cable television service, internet service, or any other service will not be a reason for reduction, abatement, or withholding of any portion of the Housing Fee or other payment due under this Agreement. No adjustment to the Housing Fee or other compensation may be claimed by Resident for inconvenience or discomfort from the making of repairs, improvements to facilities, or temporary service outage.

V. CANCELLATION BY STUDENT

- A. **Full Cancellation.** To cancel this Agreement, Resident must submit a completed Housing Cancellation Form available at the College Housing website (www.ega.edu/housing). Except as described in Subparagraph B below (No Cost Termination), a Resident's cancellation of this Housing Agreement will result in accruing certain cancellation charges as described in Exhibit B of this Agreement.
- B. **No Cost Termination.** Resident may cancel his/her Housing Agreement without cancellation charges upon submission of supporting documentation evidencing one of the following occurrences during the Term:
 - a. Graduation;
 - b. Call to active military duty;

- c. Marriage of resident
- d. Birth of a Resident's child;
- e. Enrollment in a College-sponsored study abroad program or affiliated academic internship;
- f. Approved medical withdrawal from the College; or
- g. Death of Resident

Any Resident cancelling for one of the reasons covered by this subparagraph will remain responsible for payment of the Housing Fee on a pro-rata basis through the date of cancellation.

VI. CANCELLATION BY PROVIDER

- A. **For Cause.** The occurrence of any of the following events by Resident will constitute a breach of this Agreement for which College on behalf of Provider may cancel this Agreement for cause and take immediate possession of the room upon written notice to Resident:
- a. Violation of any term or provision of this Agreement, including but not limited to failure to pay all applicable fees when due;
 - b. Violation of Residence Facility policies and procedures as outlined in the Guide;
 - c. Violation of College's Student Code of Conduct;
 - d. Violation of any state, local, or College drug or alcohol policy;
 - e. Violation of any applicable law, rule, or regulation;
 - f. Endangerment of the health and safety of the residential community of the Residence Facility;
 - g. Academic deficiency;
 - h. Disciplinary suspension or dismissal by College;
 - i. Disruptive behavior;
 - j. Damage from fire or smoke, otherwise causing the assigned space to be uninhabitable;
 - k. Refusal to comply with the direction of College Housing or Provider staff acting in accordance with their respective scope of responsibility; or
 - l. Vandalizing any College or Provider owned or managed property.

Upon Resident's breach of this Agreement, College will deliver written notice of cancellation of this Agreement and give Resident a minimum of 12 hours and a maximum of 48 hours to complete the move-out procedures and vacate the premises. Cancellation by College on behalf of Provider pursuant to this paragraph will not release Resident from the obligation to pay all fees under this Agreement for the entire Term and Resident will not receive a refund of any portion of the Housing Fees or other applicable fees as a result of this cancellation. Resident's obligation to pay all applicable fees due under this Agreement for the Term will survive termination of this Agreement for cause.

- B. **Failure to Occupy.** Resident must occupy the assigned space or deliver written notice of delayed arrival to College by 9:00 a.m. on the first day of classes of the first academic term of residency. College on behalf of Provider reserves the right to cancel this Agreement and/or reassign the assigned space to another person if Resident does not comply with this provision. Cancellation by College on behalf of Provider pursuant to this paragraph will not release Resident from the obligation to pay all fees under this Agreement for the entire Term.

VII. INDEMNIFICATION, ACKNOWLEDGEMENT, AND RELEASE

- A. **Acknowledgement and Release.** Resident acknowledges and agrees that neither Provider nor College promises, warrants, or guarantees the safety and security of Resident, Resident's guest, or Resident's personal property against the criminal actions of other residents or third parties. Resident acknowledges and agrees that neither Provider nor College will be liable for any damage or injury to Resident, Resident's guests, or Resident's personal property or to any person entering the room assigned to Resident or the Residence Facility, for injury to person or property arising from theft, vandalism, or casualty occurring in the room assigned to Resident or the Residence Facility.
- B. **Indemnification and Release.** Resident (and Guarantor, if Resident is under age 18) agrees to indemnify and hold harmless Provider, College, and their respective directors, board members, agents, and employees from and against all claims, actions, judgments, damages, liabilities, costs, demands, losses, and expenses (including, without limitation, reasonable attorneys' fees and disbursements) resulting from or arising out of injury to the person or property of Resident or Resident's guests while Resident resides in the Residence Facility, regardless of the cause (including, but not limited to, injury resulting from engagement, involvement, participation by Resident or any of Resident's guests in any event sponsored by College or Provider) unless such injury is caused by the negligence or intentional misconduct of Provider, College, or their respective agents. Resident (and Guarantor, if Resident is under age 18) hereby release and forever discharge harmless Provider, College, and their respective directors, board members, agents, and employees from any and all demands, causes of action and/or judgments of whatsoever nature or character, past or future, known or unknown, whether in contract or tort, whether for personal injuries, property damage, payments, fees, expenses, or any other monies due or to become due, or damages of any kind or nature, and whether arising from common law or statute, arising out of, in any way, this Agreement and the use of the Residence Facility.
- C. **Insurance.** Resident is strongly encouraged to purchase and maintain appropriate renter's insurance as well as health and accident insurance and personal liability insurance. Resident acknowledges that neither Provider nor College carry any insurance on Resident's personal property and are not liable for lost, stolen, or damaged personal property kept within the Residence Facility or on College property.

VIII. MISCELLANEOUS

- A. **Emergency Contact Information.** Resident must complete and provide to College an emergency contact information form provided by College Housing before Resident will be allowed to move into the Residence Facility.
- B. **Fire Safety.** Resident will not tamper with fire alarms, smoke detectors, fire extinguishers, fire hoses, or exit signs. Resident will promptly evacuate Residence Facility upon the sounding of an alarm or as otherwise directed by College Housing staff. Resident will participate in any periodic fire drill and fire safety training conducted by College for the Residence Facility.
- C. **Communication with Resident.** Resident agrees that College and Provider may (but is not required to) communicate with Resident through Resident's official College email account for all aspects of this Agreement, including but not limited to notice of charges, refunds, and housing information notices.
- D. **Non-Disclosure of Room and Phone Number.** Except as otherwise required by applicable law, College Housing does not disclose room or telephone information except upon written request by Resident for the release of this information.
- E. **Check-out Requirements.** Residents must meet the following check-out requirements: (i) Resident has moved all personal property from the Residence Facility; (ii) Resident's assigned space has been cleaned by Resident; and (iii) the proper check-out records, keys, and access card(s) have been returned to authorized College Housing staff. In addition to any fees assessed for damages, lost key(s) or lost access card(s), failure to follow the check-out guidelines will result in Resident continuing to incur room charges and Resident will be assessed an improper check-out fine as outlined on Exhibit A to this Agreement.
- F. **Transfer and Assignment.** No transfer or assignment of this Agreement or the space assigned to Resident is permitted without the prior written consent of Provider and College. Provider is allowed to transfer or assign its interest in this Agreement at any time.
- G. **Modification of this Agreement.** Provider and College reserve the right to modify any provision of this Agreement upon notice to Resident that may become reasonably necessary to efficiently and effectively operate the Residence Facility.

- H. Governing Law. This Agreement will be governed by the laws of the State of Georgia and the rules and regulations of College.
- I. Severability. If any part of this Agreement is found to unenforceable, the remaining parts will continue in full force and effect.
- J. No Waiver. The failure of Provider or College to insist, in any one or more instances, upon strict compliance with any of the terms of this Agreement will not be considered as a waiver of such terms and the same will continue in full force and effect.
- K. Attorneys' Fee and Collection Costs. Resident agrees to reimburse Provider and/or College (as the case may be) the fees of any collection agency, which may be based upon a percentage of the amount owed by Resident to Provider and/or College (as the case may be) at a maximum of 33.3% of the amount owed and all costs and expenses, including reasonable attorneys' fees, Provider and/or College (as the case may be) incurs in such collection efforts.
- L. Assumption of Risk. There are risks associated with living in a higher education housing environment and with participating in College Housing. Resident acknowledges these risks and elects to reside and participate with full knowledge of the risks of injury, illness, or damage to property. Resident acknowledges and agrees that he/she is owed no extraordinary duty of care in connection with his/her residency in the Residence Facility or in connection with any College Housing programming.
- M. Personal Property. Neither Provider nor College is responsible for unclaimed personal property and items left in any part of the Residence Facility after check-out or termination of this Agreement will be deemed abandoned and discarded or donated to local charities.
- N. Criminal Background Checks. Provider and College reserve the right to conduct criminal background checks on Resident to determine Resident's suitability to live in Residence Facility, and Resident consents and agrees that Provider and College has permission to conduct criminal background checks on Resident.
- O. Personal Information. Resident acknowledges and agrees that College will, in certain cases, be acting as the agent for Provider in the collection of amounts due from Resident under this Agreement. Resident consents to College providing to Provider and its agents personal information about Resident including but not limited to name, address, telephone number, Social Security number, student identification number, date of birth and emergency contact information to enable Provider to collect any amount due from Resident under this Agreement.

EXHIBIT A HOUSING AND OTHER FEES

- A. Housing Non-Refundable Application Fee: \$100.00
 - a. Required as part of the online housing application. Must be paid prior to a room assignment being made.
- B. Rent/Housing Fee: \$3,120 per semester for any assignment in Bobcat Villas.
 - a. Payment due by August 1 for Fall term and January 1 for Spring term entry.
- C. Meal Plan:
 - a. Plan 1: Meal Plan \$1,272 per semester (includes 200 flex funds)
 - b. Plan 2: Meal Plan \$1,422 per semester (includes 350 flex funds)
 - c. Payment due by August 1 for Fall and January 1 for Spring
- D. Winter Break Fee: \$200.00
 - a. Due by January 1.
- E. Late Payment Fee (see IV. C): \$50
 - a. Due by 9 a.m. on the first day of classes of the affected term
- F. Improper Room Change Fine (see II. C): \$50
 - a. Due within 10 business days of fine being assessed to student account
- G. Improper Check-out Fine (see VIII. E): \$50
 - a. Due within 10 business days of fine being assessed to student account
- H. Lockout Fee: \$20
 - a. Due within 10 business days of fine being assessed to student account
- I. Lost Key Fine: \$25 per key
 - a. Due within 10 business days of fine being assessed to student account
- J. Damages: Varying amounts
 - a. Due within 10 business days of amount being assessed to student account

**EXHIBIT B
CANCELLATION SCHEDULE**

Termination of Housing Agreement: Once an agreement is signed and returned, the student is obligated to all conditions and financial costs for the entire term of the agreement. Appeal is not available.

A. Cancellation by Student:

- a. If the student cancels the housing agreement in writing before moving in:
 - i. Prior to July 1 (*November 1 for Spring Start*), no financial penalty will be applied.
 - ii. After July 1 (*November 1 for Spring Start*), the student is charged a \$1000 cancellation fee.
- b. After moving in:
 - i. If the student chooses to leave on-campus housing after moving in (receiving keys), but continues to be enrolled, no refund will be given for current semester and a \$1000 cancellation fee will be charged for any subsequent semesters left in the agreement.
 - ii. If the student ceases to be enrolled at East Georgia State College during the contract period based on his/her own free will or failure to attend classes, the contract shall terminate immediately upon verification of non-enrollment and the student must vacate his/her assigned room within 48 hours after non-enrollment is verified. No refund will be given for current semester and a \$1000 cancellation fee will be charged for any subsequent semesters left in the agreement.
- c. A student may request cancellation of a contract without penalty for one of the following reasons: (a) graduation; (b) call to active military duty; (c) marriage of a resident; (d) birth of resident's child; (e) enrollment in a College-sponsored study abroad program or affiliated academic internship; (f) approved medical withdrawal from the College; (g) contracted resident's death. Student must complete a Contract Cancellation Form and provide supporting documentation to the Director of Housing for approval. The student will be charged the daily rate until the day he/she completes all check out procedures including removing all belongings and meeting with a member of the Office of Housing and Residence Life staff.

B. Cancellation by Provider:

- a. For Cause: see Housing Agreement, VI. A.
 - i. No refund will be given for current semester and a \$1000 cancellation fee will be charged for any subsequent semesters remaining in the agreement.
- b. Failure to Occupy: see Housing Agreement, VI. B.
 - i. Student will be responsible for the \$1,000 cancellation fee.

Resident (and Guarantor, as applicable) accept and agree to the terms and conditions of this Agreement.

Printed Name of Resident (as shown in College records)

Signature of Resident

Date

If Resident is under 18: Guarantor hereby agrees that he/she assumes all financial obligations of Resident

Printed Name of Guarantor

Signature of Guarantor

Date

Guarantor's Mailing Address

Guarantor's Mailing Address (continued)