

East Georgia State College
Housing Agreement
January __, 2017 - June 30, 2017
Adopted by President's Cabinet 3/28/17

This Housing Agreement (this "Agreement") should be read carefully and signed by Resident.

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. Resident is a College employee meeting the housing eligibility requirements defined herein.

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 term identified in the heading (the "Term").

College Housing will designate the date when a Resident may move into the Residence Facility. The Resident must move out of the facility on or before 5pm on the last day of the term. The Housing Facility may be closed to students during academic breaks. A calendar of official closings is published each year by College Housing and governs the times during which student residency is available in the Residence Facility. If Provider elects to allow Resident 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. "Space" is defined as the right to the use of one bedroom, shared bath and common area within the assigned unit. Housing fees are designated per space also referred to as per "bed." 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. Resident must coordinate move in date and time with College Housing. If Resident has not occupied Resident's assigned room by 9:00 a.m. on the first day of the agreement term, 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 charged to Resident. 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 the policies and procedures of the College 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/offices/student_affairs/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. Resident may have the same individual as an overnight guest for a maximum of two consecutive nights. If the Resident desires the aforementioned individual to be his or her guest for additional nights, the guest is subject to payment for the room at the prorated nightly rate. If Resident has a guest on campus without prior notification to College Housing or in violation of this paragraph, Resident will be in breach of this Agreement.
- 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

Resident is eligible to purchase an employee meal plan. Information regarding the meal plan options can be found at <http://www.ega.edu/images/uploads/faculty-staff-meal-plans.pdf?121316>

IV. FEES AND PAYMENTS

- A. **Housing Fee.** Resident agrees to pay Provider a Housing Fee that is payable in monthly installments of \$_____ during the Term in accordance with the provisions of this Agreement. The Housing Fee must be received by College on behalf of Provider no later than 5:00 p.m. on the 1st day of the initial month of the Term, and on the first day of each month thereafter until the last month of the Term. The Housing Fee will be prorated if Resident's term begins on a day other than the first day of the month. Resident agrees that the Housing Fee and all other sums due under this Agreement may be paid through the College's payroll deduction.
- 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 month 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 first month of the Term, Provider may cancel this Agreement, remove Resident from the Residence Facility, and avail itself of any other remedies available at law or equity.
- E. **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. 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.
- F. **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.

- G. 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.
- H. 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 RESIDENT

- A. Full Cancellation. To cancel this Agreement, Resident must notify Provider in writing thirty days prior to cancellation. Resident's cancellation of this Housing Agreement will result in accruing certain cancellation and/or housing fee charges as described in Schedule B of this Agreement.

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 policies and procedures;
 - 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. Disciplinary suspension or dismissal by College;
 - h. Disruptive behavior;
 - i. Damage from fire or smoke, otherwise causing the assigned space to be uninhabitable;
 - j. Refusal to comply with the direction of College Housing or Provider staff acting in accordance with their respective scope of responsibility;
 - k. Vandalizing any College or Provider owned or managed property; or
 - l. Separation of employment from East Georgia State College.

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 the 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 of 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 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 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 renters 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. **Eligible Employee and Availability.** The Residence Facility is available for use by single (unmarried) employees of the College on a space available basis. Children are not allowed in the Residence Facility. The Housing Agreement grants the eligible employee the right to occupy the Residence Facility on a per bed basis. EGSC students have first priority for housing beds in the Residence Facility. College and Provider's goal is full occupancy of all beds in each unit. Provider reserves the right to cancel this Housing Agreement if student demand for additional beds in the unit results in a more cost-effective result. Provider agrees to provide Resident with cancellation notice as provided in Exhibit B.
- B. **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.
- C. **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.
- D. **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.
- E. **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.
- F. **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.
- G. **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.
- H. **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.
- I. **Governing Law.** This Agreement will be governed by the laws of the State of Georgia and the policies, rules and regulations of College.
- J. **Severability.** If any part of this Agreement is found to unenforceable, the remaining parts will continue in full force and effect.
- K. **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.
- L. **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.
- M. **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.

- N. 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.
- O. 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.

Resident accepts and agrees to the terms and conditions of this Agreement.

Print Name of Resident (as shown in College records)

Signature of Resident

Date

Resident's Email Address

EXHIBIT A
HOUSING AND OTHER FEES

1. Housing Fee: (see IV.A(\)): \$ _____ - due on the 1st day of the month.
2. Late Payment Fee: (see IV.C): \$50 - due on 2nd day of month.
3. Improper Room Change Fine: (see II.C): \$50 – due within ten business days of assessment.
4. Improper Check-out Fine: (see VIII.E): \$50 – due within ten business days of assessment.
5. Lockout Fee: \$20 – due within ten business days of assessment.
6. Damages: varying amounts - due within ten business days of assessment.

EXHIBIT B
CANCELLATION SCHEDULE

Termination of Housing Agreement: Once an Agreement is signed and returned, Resident is obligated to all conditions and financial costs for the entire term of the Agreement.

A. Cancellation by Resident: If the Resident cancels the Agreement in writing:

1. Prior to moving in – Resident is charged a \$1,000 cancellation fee.
2. After moving in (received keys) – Resident is charged a \$1,000 cancellation fee and is responsible for the entire balance of the Agreement owing at time of cancellation.

B. Cancellation by Provider:

1. For Cause: see Housing Agreement VI.A - Resident will be responsible for the entire balance of the Agreement owing at time of cancellation.
2. Failure to Occupy, see Housing Agreement, VI. B – Resident will be responsible for the entire balance of the Agreement.
3. Student Demand: see Housing Agreement, VIII.A – Provider may cancel this Housing Agreement based on student demand for the unit as described in paragraph VIII.A. In such event, Provider will give Resident a written cancellation notice requiring Resident to vacate in thirty (30) days. Resident will be responsible for rent through the last day of the notice of cancellation.