



Housing Contract 2018-2019

Valdosta State University

Housing & Residence Life

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PHONE 229.333.5920 • FAX 229.333.7159 • WEB www.valdosta.edu/housing

Student ID #

870 _____

PLEASE READ AND SIGN THE CONTRACT. KEEP A COPY OF THE CONTRACT FOR YOUR RECORDS. STUDENTS UNDER THE AGE OF 18 ARE REQUIRED TO HAVE HIS/HER PARENT, GUARDIAN, OR OTHER GUARANTOR ACCEPTS THIS CONTRACT ON HIS/HER BEHALF.

THIS IS A LEGAL AND BINDING DOCUMENT WITH FINANCIAL OBLIGATIONS. PLEASE READ CAREFULLY BEFORE ACCEPTING.

NOTE: Execution of this contract does not guarantee that space will be available in the residence halls.

This contract, made and entered into this day _____ of _____, 20_____, by and between The Board of Regents of the University System of Georgia by and on behalf of Valdosta State University, hereinafter identified as VSU and (Name of resident, please print):

Last _____ First _____ Middle _____ hereinafter identified as resident.

WITNESSETH

WHEREAS, in signing this contract the resident has made application for living accommodations, room and board included in VSU residence halls and whereas, VSU has assigned such accommodations to the resident in VSU residence halls for the academic year or any remaining parts thereof, unless otherwise stated, exempting Acts of God, Strike, Natural Disasters and/or occurrences not under the control of VSU. Now therefore, in consideration of the rents and covenants contained herein, VSU and resident agree as follows:

**CONTRACT COMMITMENT: No term or condition of this VSU Housing Contract can be waived and no statement made by VSU or its agents are considered a waiver of any term or condition of the Contract, whether expressed or implied.

I. ELIGIBILITY

Occupancy of VSU housing facilities is contingent upon the exhibition of behavior which is compatible with maintenance of order and propriety. Additionally, the following specific requirements must be met:

- A. VSU cannot make a housing assignment until the resident has been officially accepted by VSU. Full-time VSU students are given priority with housing.
- B. The resident must be a VSU student enrolled for at least six credit hours a semester. Note that the six credit hours must be located physically at the VSU main or North campus, not in a satellite location or online. Special circumstances may be considered. Dual enrolled high school students are not eligible for housing. Students that drop below 6 hours at any time during the academic year cannot continue in campus housing and must reapply.
1. Students receiving permission to live on campus with a completely on-line schedule are still required to pay all mandatory University fees.

Students participating in the VSU Entry Program through South Georgia State College are also eligible to live on campus in the designated program building. SGSC students must adhere to the same contract and policies as VSU Students.

- C. First year students are required to live on campus unless they apply for and are granted an exemption from the Freshman Residency Requirement. The freshman residency exemption forms can be completed and submitted online via the Housing Web page.

- D. Occupancy is specifically limited to those persons who have signed this housing contract with VSU, and violations of this regulation will result in immediate termination of this agreement by VSU.

- E. The space may be occupied only by the contracting resident(s). No transfer, assignment or subletting of the license granted by this Contract is permitted. Rooms shall not be occupied at any time by more residents than the room is designed to accommodate.

- F. VSU agrees to furnish to resident a housing space in accordance with the terms of this Contract. The parties to this Contract do not intend that an estate, a tenancy or other interest in property should or shall pass from VSU 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 VSU and resident be one of licensor and licensee and that the sole right of resident to use his/her assigned housing space as a living unit shall be based upon the license granted in this Contract.

II. PERIOD OF CONTRACT

- A. Because VSU must operate its residence halls on an annual basis, the contract is for the full academic year (Fall and Spring semesters) or remaining portion of the academic year, continuing through 24 hours after completion of last regularly scheduled final exam for non-graduating students and 24 hours after the start of Commencement for graduating students. If this contract is terminated before the end of the contract period, the student may occupy his/her assigned room no later than 24 hours after the student is notified of the termination. These deadlines may be adjusted at the discretion of University Housing. Thus the resident and/or his/her parent or legal guardian agree that once the housing application, contract, application fee and deposit have been accepted by VSU, the resident will live in VSU residence halls and will pay all residence hall fees during the period of the contract. Residents who withdraw from VSU before completion of the academic year may be released from the contract, subject to the terms below, by submitting the Release of Contract form via the Housing website. First time, first year freshmen must complete the Freshmen Residency Exemption form and must be approved prior to the Release of Contract form.

1. The Apartment Lease for Centennial Hall covers 50 weeks, consisting of Fall, Spring, and Summer semesters. The Lease ends 24 hours after the start of the commencement ceremony for those graduating.

2. Students not enrolled in Summer classes are still held responsible for the Summer portion of this 50-week contract.

- B. A space will be held for a resident upon the receipt of a completed application, contract, \$100 nonrefundable application fee and \$150 deposit. Note that the \$100 is not applicable to the payment of room charges, but is a one-time fee. The application fee is not transferable to another resident. Continuing residents are not required to pay a new application fee each time they reapply for campus housing. Responsibility to show proof of payment of the application fee rests with the resident.

- C. A deposit of \$150 is due at time of application. The deposit will serve to hold a space for the contract year if space is still available. If the Office of Housing and Residence Life is unable to make an on-campus housing assignment, then the \$150 deposit will be refunded to the resident's account.

- D. As long as a resident does not break the housing contract, the initial deposit shall be applied to all subsequently executed contracts until such time as the resident leaves housing. If the resident graduates or withdraws from VSU and notifies Housing by the deadline (See XII C), the \$150, minus any damage expense, will be refunded if no other financial obligations to VSU exist.

- E. Residents contracting for housing prior to the first day of the term will be held responsible for payment for the entire term regardless of when they check in.

- F. Summer term is a separate contract period, for students not in Centennial Hall. Residents desiring housing during the Summer term must complete an additional contract.

III. ASSIGNMENT OF SPACE

- A. Residents should note that residence hall space is reserved on a first-come first-served basis. The date on which the application is complete and all the fees are paid in the Office of Housing and Residence Life will establish priority for room assignment.

- B. VSU will assign accommodations according to resident preferences without regard to race, gender, sexual orientation, ethnic or national origin, religion, age, disabled status, or status as a disabled veteran.

- C. VSU does not guarantee an assignment in a specific building or with a specific roommate. Roommate requests that are properly submitted by April 30th will be honored to the best of our ability, dependent on availability.

- D. Roommate requests are granted when space is available and the request is mutual. Roommate requests must be submitted in writing via the online application by April 30th.

- E. VSU reserves the right to assign or reassign space (with at least 24 hours' notice) for the benefit of an individual resident, living unit, or to accommodate changes in occupancy patterns.

- F. Residents who request and are assigned to live in a special programs building agree to abide by any additional policies necessary to maintain the desired environment. If the resident fails to abide by the special programs agreement, they may be removed from the building and assigned to another room on campus. Priority will be given to the special program over roommate and hall preference.

- G. If the room occupied is an accessible room and the student is not a student with a disability in need of the accessibility features of the room, the student agrees to transfer to a non-accessible room if the accessible unit is needed for a student with a disability.

- H. VSU reserves the right to assign a student any room available including an accessible room and the student understands and agrees that he/she shall not be entitled to another assignment different from that offered by VSU.

- I. Apartment style rooms are primarily reserved for upperclassmen. A separate agreement is required for apartment residents.

- J. VSU reserves the right to refuse housing to any resident who is delinquent in the payment of bills to VSU, who has demonstrated an unwillingness to abide by VSU Student Code of Ethics and Conduct or published Housing and Residence Life Rules and Regulations, or who exhibits behavior which is incompatible with the maintenance of order and propriety in the residence halls.

- K. If a resident is graduating, transferring, or withdrawing at the end of a semester prior to the end of this contract, they must apply to be released from this contact by submitting the Release of Contract form by the deadline (See XII C). Upon approval, they must move out and properly check-out no later than 24 hours after the start of Commencement.

IV. HOUSING ACCOMMODATIONS DUE TO DISABILITIES

If requesting housing accommodations due to a disability (including medical conditions), the request needs to be reviewed and approved by VSU's Access Office for Students with Disabilities. To allow sufficient time for review, supporting documentation must be received a minimum of two months prior to the anticipated occupancy. In the event that the request is approved, the Access Office will notify Housing of the reasonable accommodation(s) necessary. Please note that the Access Office can only notify Housing of the reasonable accommodation approved and is unable to recommend a specific residence hall or room.

V. BOARD (Meal Plan)

All residents are required to sign up for one of the designated board (meal) plans. Food service is provided to the individual resident who will be required to show appropriate identification before receiving each meal. Food service privileges are nontransferable in part or in whole. Residents will be required to sign a board plan contract once they have selected their individual board plan. Residents are not allowed to cook except in designated kitchen areas and only when utilizing Office of Housing and Residence Life approved appliances.

VI. BREAK PERIODS

- A. The residence halls (apart from Converse and Centennial) are closed during Thanksgiving, Winter, and Spring breaks. During periods where the halls are closed, residents are not permitted in their rooms and must find alternate housing, unless an exception is granted by Housing and Residence Life. Residents do not need to move their belongings out for these periods. In addition, VSU cannot supply storage for residents' personal belongings between Spring and Summer or Summer and Fall semesters.

- B. During the breaks between semesters, housing and food services are not provided as a part of this contract. Students receiving an exception to stay will have a \$25/day fee placed on their student account at the conclusion of the break.

VII. RESPONSIBILITY FOR DAMAGE

- A. The resident is responsible for the condition of the room and furnishings which are assigned to him/her and shall reimburse VSU for all damage to or loss of these accommodations and furnishings. Students have access to the Inventory Report for their assigned room upon checking in and have 48 hours to accept the report or make changes. After 48 hours, the Inventory Report will be marked as accepted and complete.

B. The student is responsible for maintaining the cleanliness of his/her assigned space and 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 assigned space. The student is also responsible for care of the assigned space and is expected to report any repair needs to University Housing. The student shall be liable for increased repair costs due to failure to report conditions in need of repair. The student is responsible for using all University property in a safe, responsible manner and shall be responsible for damages to, and/or repair and replacement of, University property within their room/suite/apartment except for damage and loss from ordinary wear and tear. When the University determines that it is unable to assign liability for such damage, the student shall share equally with other hall/unit/suite residents the cost of cleaning, repair or replacement of any University property in common areas of the residence hall/unit/suite including, but not limited to, hallways, lounges and laundry rooms. The University, at its sole discretion, shall determine the amount of any costs for cleaning, loss or damage and shall notify the student of any such charges. Payment is due upon such notification. Failure to pay assessment will result in the forfeiture of the deposit and/or a hold on the resident's registration, graduation, or issuance of transcript. No existing furnishings may be removed from the room.

- C. In the event a student wishes to contest charges for damages or loss, the following procedure is prescribed:
1. Contact in writing the Office of Housing and Residence Life and include name, student ID number, assignment, and explanation of why the charges should be removed.
 2. This decision may be appealed by submitting a request in writing to the Associate Director of Housing Operations.
 3. All appeals for damage charges must be received within 30 days of the date of the bill to be considered.

VIII. ENTERING A RESIDENT ROOM

VSU shall at all times during the term of this Contract retain legal ownership and ultimate possession and control of resident's room and/or VSU property assigned to such room. VSU reserves the right to maintain and preserve the residence halls. Resident hereby agrees that housing staff and personnel and/or VSU personnel, agents and contractors may enter resident's room at any time for safety inspection, maintenance, cleaning, inventories, epidemic or emergency, to claim VSU property, pest control, occupancy verification and/or general repair. Resident hereby authorizes VSU personnel to allow access to the resident's room when access is requested by any law enforcement officer possessing a valid search or arrest warrant. VSU reserves the right to remove and hold in storage any items deemed hazardous to the building or its occupants (i.e., explosives, firearms, alcohol deemed illegal, chemicals, open flame burning items, hunting bows, weapons, etc.). VSU reserves the right to enter resident rooms for any other purpose in accordance with VSU policy. The resident is not required to be present at the time of inspection.

IX. PAYMENT OF CHARGES

The resident agrees to pay room and board fees and other properly billed charges at the time scheduled by VSU. Failure to pay will result in the resident's name being placed in VSU's debt file, which prohibits further enrollment, issuance of transcripts and other records, and may cause the resident to be withdrawn from VSU and to be immediately removed from resident housing. Failure to pay may also result in the resident's name being sent to collections. For residents withdrawing from VSU, room and board charges will be prorated according to the schedule in the current term's schedule of classes. Program fees and Post Office box charges will not be prorated or refunded.

X. GUESTS

During final exam week at the end of each semester, only VSU students will be allowed as guests. With the exception of final exam week, VSU students or individuals who have reached the age of majority (18 years of age) are permitted as guests. Each guest must be registered with the Office of Housing and Residence Life. All guests are subject to the rules and regulations of VSU during their visit. Residents are responsible for the conduct of their guests. Babysitting services are not permitted. Further, housing space shall not be used for commercial or solicitation purposes.

Overnight guests are permitted, provided that students obtain permission from roommates and/or suitemates. Overnight guests are limited to 3 nights in a row and no more than 10 nights per semester.

XI. UNIVERSITY LIABILITY

Although security precautions are taken, VSU does not assume any liability and/or legal obligation to pay for injury to person (including death) or loss or damage to items of personal property which occurs in its buildings or on its grounds prior to, during, or subsequent to the period of this contract. Residents or their parents are encouraged to carry appropriate insurance to cover such losses. VSU requires that all residence hall residents pay the student health fees.

XII. CONTRACT CANCELLATION & DEPOSIT FORFEITURE BY RESIDENT

Note: Cancellation of this contract does not constitute withdrawal from VSU. Residents who withdraw from VSU must notify the Office of Housing and Residence Life by submitting a request for Release from Contract form to be eligible for any return of a portion of rent and/or deposit.

- A. First year students must apply for and be granted an exemption from the Freshman Residency Program before the request for Release from Contract will be processed.
- B. Should a resident desire to be released from the contract for any reason other than listed below, the resident should submit a contract release form for review by the housing appeals committee.
- C. In accordance with the schedule outlined below, a student may choose to cancel this agreement and receive a prorated portion of the deposit. The refund schedule is in effect regardless of when the resident pays the deposit. After occupancy, no portion of the deposit will be refunded.

1. For Fall/Spring Semester:

If a request for cancellation is received more than 30 days prior to the date of occupancy (which is Thursday, August 9, 2018), the student may cancel their contract and receive a refund of their \$150 housing deposit. The \$100 housing application fee is not refundable.

If a request for cancellation is received more than 15 days but less than 30 days prior to the date of occupancy, a student may cancel their contract and receive a refund of \$75 for the housing deposit. The \$100 application fee is not refundable.

If a request for cancellation is received less than 15 days prior to the date of occupancy, no portion of the deposit will be refunded.

If a request for cancellation is received after the date of occupancy, no portion of the deposit will be refunded and a \$100 cancellation fee will be assessed to the student's account.

- C. Should a resident withdraw from VSU, this contract may be cancelled. This contract may be cancelled by the resident in the event of marriage, birth of a child, military obligations, official withdrawal from VSU and other reasons determined in the sole discretion of VSU to justify termination of the contract. If the resident cancels the contract due to reasons indicated above by the deadline. (See above section C.1.)

- D. A resident who is graduating; transferring; or leaving the university to fulfill student internships for VSU academic credit, participants in the Cooperative Education program, or student teachers whose assignments necessitate residency away from the campus, must comply with the contract during the semesters the resident is on campus.

- E. A resident who forfeits the privilege to live in the residence halls and who is asked to vacate the room as a result of disciplinary action is not eligible for a refund of any portion of the housing bill or their deposit.

F. VSU will not be responsible for damage or loss of any personal property not removed within 48 hours after a student withdraws, separates from the university, or after the residence halls close for the spring semester. A room-cleaning charge will be assessed against any student who fails to remove their items or personal property within 48 hours of withdrawal or separation. Personal property left in hallways, stairwells, lounges, and other common areas will be considered abandoned property and will be discarded. This may result in charges for removal of property.

G. Any refunds will be calculated based on the date the resident properly checks-out of the room with VSU staff.

XIII. TERMINATION BY VSU

A. VSU reserves the right to terminate this contract, serve the resident with written notice to vacate immediately the premises, and take possession of the space at any time for violation of the contract, residence hall policies and procedures, violation of VSU Code of Ethics and Conduct, noncompliance with rules and regulations of the residence halls, Federal, State and local laws, or VSU policies, for reasons of health or safety, for the purpose of renovation, for false statements or misrepresentation made by the resident in connection with this contract or if the resident exhibits behavior which is incompatible with the maintenance of order and propriety in the residence halls.

B. If on the first day of classes of each semester, a resident does not occupy the assigned space by 9:00 AM or if notice of delay in arrival is not filed in writing with the Office of Housing and Residence Life by 9:00 AM, VSU reserves the right to assign that space to another resident. The right of cancellation in this situation is reserved exclusively by VSU and in no way releases the resident from the obligation to pay for a space in the residence hall.

C. A resident who fails to occupy the room and remains a VSU student, will be subject to the forfeiture of the deposit and is responsible for the full amount of room and board fees.

XIV. USE OF FACILITIES

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.

This agreement is not intended to create a usufruct or convey any tenancy or other property interest to the resident, the intent being instead to create a licensor/licensee relationship subject to the terms and conditions stated herein.

A. Upon receipt of a room assignment, this contract guarantees a space (not a particular room) in a residence hall. VSU reserves the right to make assignments, re-assignments and temporary assignments as considered necessary. Room changes may not be made without the approval of the Office of Housing and Residence Life. In the event that the accommodations assigned to the resident are destroyed or otherwise not available and VSU does not furnish other accommodations, the contract shall terminate.

B. The resident agrees to comply with all Federal and State laws, City ordinances, and VSU policies and procedures, including those regarding the possession or use of alcoholic beverages and illegal drugs, and agrees that his/her room shall not be used for any purpose contrary to such. Explosives, firearms or other offensive weapons, fireworks and related items are not permitted in the residence halls. In addition, the resident agrees to evacuate the building during a fire alarm, including but not limited to scheduled fire drills. Fire drills will be held once per semester in conjunction with VSU Environmental and Occupational Safety. Failure to evacuate during a fire drill could result in a fine and/or student disciplinary action.

C. The use of hotplates, space heaters, extension cords, routers, or window air conditioning units is strictly forbidden. VSU reserves the right to remove any unauthorized or dangerous electrical item. No TV antennas or dishes are permitted outside the residence hall rooms or apartments. In addition to other disciplinary action, residents may be required to remove stereos, musical instruments, or other audio amplification devices from their room. Darts and dart boards are not allowed in the residence halls. Residents shall not hang mops, rugs, etc. from windows or railings or place them outside the residence hall rooms or apartments.

D. Residents are expected to keep rooms and apartments clean. This includes the proper removal of trash from the room/apartment. Trash should not be swept out of doorways or thrown from windows. Facilities for trash disposal are provided outside the residence hall.

E. Each resident is issued a key to his/her room. Loss of this key or failure to return the key at the time of checkout will result in a charge being assessed for a lost key and/or lock change. VSU reserves the right to charge a lock-out fee when residents are locked out of their room/unit.

F. No pets (with the exception of non-carnivorous fish) are allowed in the residence halls. Exceptions to this may only be made by the Access Office.

G. Sales and solicitations, in any form, including religious solicitation, are prohibited unless authorized in writing by the Division of Student Affairs. Door-to-door soliciting, distributing, and/or advertising is prohibited. As all guests must be at least 18 years of age, babysitting is also not permitted in the residence halls. Residents may not allow outside sales- persons to conduct any sales, demonstrations, or presentations of a product in their room or in the residence hall without written permission from the Division of Student Affairs.

H. VSU property, including furnishings, may not be moved from the assigned area within the residence hall without authorization from the Office of Housing and Residence Life. Water filled furniture will not be permitted. Residents will be held responsible for the condition of their room and must pay for any damages to VSU property. VSU reserves the right to determine the amount of the damages and make repairs.

I. VSU has specific policies regarding check-in, room change, and checkout. Failure to comply with these policies will result in fines being levied against the resident.

J. Occupants will be assigned a post office box on campus.

K. VSU is tobacco and smoke-free. All rooms and common area spaces in VSU residence halls, including hallways, lounges, lobbies, and stairwells are tobacco and smoke-free environments. This includes the use of e-cigarettes.

XV. GENERAL

A. The Division of Student Affairs must approve any exception to this contract in writing.

B. Residents who contract for VSU housing are expected to fulfill all provisions of this agreement, and failure to do so may result in the withholding of the resident's grades, transcripts, and registration. If any Section or Subsection of this contract is ruled to be illegal or invalid, this will not affect the validity of enforcement of the remainder of the provision of the contract. If the resident is under 18 years of age, the parents or legal guardian will become a party to this contract and will sign as evidence of accepting this responsibility.

C. Valdosta State University is committed to maintaining a fair and respectful environment for living, working and studying. To that end, and in accordance with federal and state law, Board of Regents' policy, and University policy, the University prohibits any member of the faculty, staff, administration, or student body from discriminating against any other member of the University community because of that person's race, gender, sexual orientation, ethnic or national origin, religion, age, disabled status, or status as a disabled veteran.

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

SIGNATURE OF PARENT _____

(if the applicant is under the age of 18)

DATE _____