HOUSING AND RESIDENCE LIFE
GEORGIA COLLEGE & STATE UNIVERSITY

The Village Apartments at West Campus
2027 Summer Bridge Scholars Room and Board Contract Terms and Conditions

Georgia College & State University desires to provide campus housing for students at the lowest possible rate and, for that reason, must operate our facilities on a contract basis for the full contracted period. My signature (electronically submitted or written) acknowledges that the contract is a binding legal agreement between USG Real Estate Foundation I, LLC with Georgia College & State University (GCSU) serving as the manager that details specific terms and conditions I must follow. The following terms and conditions are the standards to which all residential students must abide. Please read them carefully. If you do not understand any portion of these terms, please contact University Housing at 478-445-5160 or housing@gcsu.edu.

I. ELIGIBILITY
To qualify for university housing an applicant must be officially registered with the Bridge Scholars program. Students under the age of 16 on June 1 will not be eligible to reside in university housing.

II. CONTRACT PERIOD
This contract financially obligates you, the student, for the entire contract period. If this contract is executed, after the beginning of the contract period the student is obligated to honor the remainder of the contract period.

Students may occupy their assigned space from the date designated as the opening of university housing to the date designated as the end of the contract period.

Occupancy is defined by issuance of a key/card to the student for a specific room and does not require actual physical presence by the student and/or his/her possessions.

III. ACCEPTANCE OF THIS CONTRACT
The signature of the student (electronic or hardcopy) on his/her housing application signifies that the student has read these terms and conditions and agrees to abide by all conditions, terms, and policies specified in this contract and binds the student to this contract upon acceptance by University Housing.

IV. ASSIGNMENT OF SPACE
A. Assignment
All room assignments will be made by consulting with the Bridge Scholars Program Coordinator.

B. Occupancy
A room may only be occupied by the person officially assigned to the room. Neither room assignments nor the contract are transferable; occupancy by a student or other person without authorization is prohibited. Room changes will be reviewed by the Bridge Scholars Program Coordinator in conjunction with the Community Director responsible for Bridge housing. If a student makes an unauthorized room change, the student may be required to return to his/her originally assigned space, may be denied the opportunity to participate in any other room changes, and/or will be assessed a $100 administrative fine. If a room change is approved the student must complete the check-out process and return any

key/s for their original room by the deadline given from the Community Director. If the student does not complete the check-out process within 72 hours of the deadline given, the room locks will be changed and the student will be billed for the cost of the lock change.

If the space occupied is a handicap-accessible unit and the student is not disabled in a manner that requires him or her to have a handicap-accessible unit, the student can be transferred to a non-handicap-accessible unit if the accessible unit is needed for a disabled student.

Students assigned to "Expanded Occupancy" (a room housing more students than originally designed) will be offered the opportunity to relocate to traditional spaces as they become available. Moves out of "Expanded Occupancy" spaces are based on the completion date of your housing application/contract (including prepayment and application fee).

C. Consolidation

Students who contract for a room and the number of occupants for the apartment drops below two, the resident(s) may be required to consolidate. Consolidation involves either: 1) moving to another apartment with an available space, or 2) finding someone else in the same situation to move in with you. In cases where none of the consolidating parties wish to move, priority to remain will be determined by seniority, which is based on: (1) length of room occupancy, (2) length of enrollment by credit hours, and (3) date of completion of initial housing application.

Students who do not willfully participate in consolidation efforts may be administratively moved to an available space or assigned a roommate.

D. 1 Bedroom and 2 Bedroom Room Changes

Students contracting for a 1 bedroom do so for the entire contract period. Students contracting for a 2 bedroom apartment do so for the entire contract period. Changing to a different apartment type must be done prior to May 1st for fall applicants or December 1st for spring applicants.

E. Non-Discrimination Policy

The university prohibits discrimination on the basis of religion, race, age, gender, veteran status, color, disability, sexual orientation, or national origin in the assignment of students.

V. PREPAYMENT AND CONTRACT PAYMENT

A. Prepayment

A prepayment of $235 is due at the time the student submits a signed (electronic or hardcopy) housing contract application. This prepayment includes a $35 application fee which is non-refundable. The prepayment also includes $200 used to reserve a space in university housing. This $200 will be credited to the student's account after the spring drop/add period. If the student leaves the university prior to the end of the spring drop/add period for any reason (other than graduation, student teaching, co-op/internships, study abroad, or a documented major unforeseen catastrophic event) the prepayment will be forfeited. If the student does not continue into the fall semester, the $200 prepayment will be refunded.

B. Payment

The housing charges at the prescribed rate per contract period are due in full at the time payment of tuition and fees are due for the summer. All other charges must be paid in full upon notification of a

charge. If payment is not made by the stipulated deadline, an additional processing fee will be assessed. In addition, failure to pay all outstanding charges will result in the student's name being placed in the housing debt file, which may prohibit further registration, and may result in removal from student housing. If charges are not paid and the university requests assistance from a collection agency, the university is not responsible for any additional collection fees.

VI. REFUND

A student who withdraws or is required to withdraw from the university during a semester (for other than disciplinary reasons) or whose contract is properly cancelled, will receive a refund of housing (and meal plan fees if applicable), which will be made on a prorated basis, determined by the date the student removes all personal belongings from the assigned room, returns the room key, and officially checks out of the residence hall. Any refund for housing/meals will follow the same scheduled as tuition and fees. No refunds will be made if the student is evicted from housing for disciplinary reasons.

VII. APARTMENT FACILITIES AND POLICIES

This agreement is not intended to create or convey any ownership or other property interest to the student, the intent being to create a licensor/licensee relationship subject to the terms and conditions stated herein. *The Village Apartments* are considered private property, reserved for the exclusive use of resident students, invited guests, and authorized university personnel. Residents are held responsible for abiding by all university and apartment policies and for informing their guests of said policies. Residents are held responsible for the behavior of their guests and all activities originating from their assigned room and/or apartment. **Violations of any of the provisions in this contract or those outlined in *The Student Code of Conduct and Honor Code, The University Housing Handbook*, or any other official university policies will be considered a violation of the contract and grounds for removal from university housing.** Violations will be referred to appropriate university personnel for disciplinary action and may also be referred to law enforcement officers for investigation and prosecution under applicable criminal laws.

Students shall have equal rights to the use of common spaces and agree to use all common areas in a prudent, inoffensive and non-dangerous manner and in compliance with the community policies and will respect the rights of other students in such areas. These facilities include, but are not limited to, apartment living rooms, kitchens, bathrooms, laundry rooms, clubhouse, game room, computer labs, community rooms, pool fitness rooms, courtyards, carwash, vending machine areas, hallways, etc. University Housing may impose restrictions on the use of the common areas, as deemed appropriate.

VIII. DAMAGE CHARGES

Students are responsible for loss of or damage to furnishings or equipment in the apartment and room to which they are assigned. When damages occur to any part of the public area of a living community (hallways, community areas, etc.), all residents of the living community will be notified and held responsible for the cost of repair. Students will be billed for the replacement or repair of any university property they damage or lose. For more information on the “community assessment” process, refer to *University Housing Handbook*.

At the time of occupancy, a Room Condition Report (RCR) must be completed. This form establishes student responsibility for the room condition, furnishings, room key, and mailbox key. It also includes a check-in inspection section which must be reviewed and signed by both the occupant and a staff member upon moving into the room and when vacating and checking out. Any damages will be charged

upon check out to the student. Students vacating rooms are expected to clean, dust, mop, vacuum, and remove all trash and personal belongings from the occupied room and apartment and be officially checked out by a designated staff member.

IX. KEYS/ACCESS CARDS

Students are issued a room key and a mailbox key and/or an access card (their Bobcat ID Card programmed) at the time of occupancy at no charge. If a key is lost, the student will be charged to replace the core and cut new keys. If an access card is lost, the student will need a new Bobcat ID Card made at the Bobcat Card Office and will be charged for a replacement. When a room is vacated, it is the responsibility of each student to return their keys to the staff member processing their check out and see that the RCR is reviewed. If a key is not returned by the resident, it is considered an improper check out and the lock will automatically be re-cored at the student's expense. It is the responsibility of all residents to keep their key(s) and/or Bobcat Card with them at all times. It is not the responsibility of the housing staff to unlock doors.

X. RIGHT OF ENTRY/SEARCH AND SEIZURE POLICY

The university reserves the right to enter a student's room as needed. The following are examples of reasons for entry: (A) when there is sufficient reason to believe that an occupant of the room may be physically harmed or endangered; (B) when university property is believed to be damaged; (C) when university policy is being violated; (D) to make periodic health, safety, and maintenance inspections; (E) for pest control; (F) or to make routine maintenance repairs, upgrades and/or inspections to university property. If there is some specific reason to suspect that a criminal offense has taken place or evidence of that offense is secured in that apartment, the applicable warrant requirements shall be followed. If in the course of entry by a university staff member, illegal materials are found in plain view, they will be photographed and submitted to the appropriate authorities and the student may be notified and face possible disciplinary action. The resident acknowledges that access will be provided to maintenance and custodial personnel and/or pest control contractors for routine pest control and routine inspection.

XI. UTILITIES

The rate charged under this contract includes the following utilities: electric, sewer, and data access to the university network.

Residents shall use utilities in a conservative, economic, and efficient manner. Failure of utility services will not render the university liable for inconvenience to residents, or damage to property, nor abatement of contract rent charges owed, nor relieves residents of obligations under this contract. Utility services may be reduced or cut off during prolonged vacation periods in the interest of energy conservation or maintenance and safety.

XII. LIABILITY

Although security precautions are taken, the university does not assume any legal obligation to pay for injury to person (including death) or loss or damage of personal property which occurs in its buildings or on its grounds prior to, during, or subsequent to the period of this contract. **Students or their parents are encouraged to carry appropriate personal property insurance to cover such losses.**

XIII. CONTRACT TERMINATION

A. Contract Termination by the University

Upon reasonable notice and for good cause, the university reserves the right to terminate this contract at any time. Examples of good cause include, but are not limited to: 1) failure to make payment of required charges by announced deadlines; 2) a change in student status, including academic or disciplinary suspension; 3) failure to attend classes; 4) failure to remain in the Bridge Scholars program; 5) failure to comply with state or federal law; housing policies and regulations; and/or rules or regulations as described in *The Student Code of Conduct and Honor Code, University Housing Handbook*, this contract and/or its terms; or any other published rule and regulations of the university; 6) failure to admit an officer or agent for reasonable inspection of the room for health, safety or sanitation standards; 7) failure to comply with the direction or order issued by and with the authority of any officer of the university; 8) theft; 9) possession, sale, or use of drugs in any area of the building including steps and porches; 10) tampering with life safety and/or security of other residents; 11) failure to occupy the assigned space before the established deadlines for each semester; 12) failure to maintain health and safety standards set by the university. **Students who possess, sell and/or use illegal drugs in any apartment may have their room contract terminated without financial refund.**

Should this contract be terminated, the student may be required to vacate the apartment within 24 hours unless special permission, in writing, has been obtained from the Executive Director of University Housing or his/her designee. In the event the student does not vacate within the allowed time period, the room lock will be changed at the student's expense and any property of the student remaining in the apartment/room or building will be treated as abandoned property or stored and held under limited access. All charges for removal, disposal, and storage will be assessed to the student.

Termination for any of the above conditions will result in the student being liable for all charges assessed during the term of this agreement and will not receive any refund for current term rent fees and forfeiture of his/her prepayment. Students will also be financially responsible for any damages and unreturned keys and/or access cards and failure to properly check out with a housing staff member.

If the university determines that past behavior and/or criminal activity is such that the interests of the university, the student and/or other students are negatively impacted, the contract may be altered or cancelled. If the university becomes aware that a student has a record or criminal conviction(s) or other actions indicating behavior that would pose a risk to person or property and/or could be injurious or disruptive to the apartment community or the living-learning environment, the university may not accept or may cancel the contract.

B. Contract Termination by the Student

Under certain circumstances, the student may terminate this contract by giving written notification to University Housing. If the student has occupied the assigned space and the request for termination has been approved, he/she must follow proper check-out procedures published in the *University Housing Handbook*. Occupancy is defined by issuance of a key and/or access card to the student for a specified room and does not require any actual physical presence by the student and/or his/her possessions. Failure to check out properly will result in a $50 administrative fine. Additional costs may be assessed for a lock change. The student must contact University Housing directly to initiate the process to terminate his/her contract.

XIV. PROGRAM LIABILITY WAIVER

Via my electronic signature to this contract, I acknowledge that I make this waiver on a voluntary basis, that I am not obligated to participate in various University Housing programs and activities as a part of my graduation requirements or degree or major requirements. I also acknowledge there may be risk to

myself and I voluntarily assume that risk. This assumption is made freely and knowingly without any coercion from anyone.

I fully recognize that there are dangers and risks to which I may be exposed by participating in various University Housing programs and activities. The following is a description and examples of specific, significant, non-obvious dangers and risks associated with participation in activities. I voluntarily assume full responsibility of any risks of loss, property damage, or personal injury. Risks include, but are not limited to: emotional distress, strains, sprains, cuts, bruises, broken bones, and other injuries up to and including death. I know of no medical reason why I should not participate in the programs.

XV. PHOTO DISCLOSURE POLICY

University Housing has the right to reproduce, use, exhibit, display, broadcast, distribute and create derivative works of university related photographs or videotaped images taken in public spaces of on-campus housing residents for use in connection with the activities of the university for promoting, publicizing or explaining the university and University Housing. This includes, without limitation, the right to publish such images in the university's student newspaper, on University Housing social media, alumni publications, on the university's website, and public relations/promotional materials, such as marketing and admissions publications. These images may appear in any of the wide variety of formats and media available now and in the future to the university and University Housing, including, but not limited to print, broadcast, videotape, and electronic/online media. All photos are taken without compensation to the resident or claims for payment or royalties. All electronic or non-electronic negatives, videos, slides, photographs and prints are the property of and owned by the university. Any questions regarding this photo disclosure policy should be emailed to housing@gcsu.edu.

XVI. LOFTED BED SAFETY RAILS

All lofted beds provided by Georgia College & State University (Bell Hall), or by our approved rental vendor, will include a bed safety rail at no additional cost. For safety reasons, students are strongly encouraged to use the provided safety rail and keep beds away from exterior windows. Homemade bed lofts, purchased bed lofts or other bed modifications are not permitted.

Each bed that is lofted above 36" at the top of the frame ("lofted bed") by Georgia College & State University will have a bed rail installed by Georgia College & State University at no cost to me.

By execution of this document, I acknowledge and understand the risks that I or my guests may encounter should I fail to keep the bed rail in place, specifically the risk of injury or potential fatality that may result from falling. Having been informed of and understanding the inherent risks should I remove the bed rail, I assume all liability for harm or injury to me and/or any of my guests.

Accordingly, for the consideration specified in this contract, including my being able to use a lofted bed in my residence hall room, I hereby release, waive, discharge, and covenant not to sue Georgia College & State University, the Board of Regents of the University System of Georgia, and/or their officers, servants, agents or employees (hereinafter referred to as "Releasees") for any liability, claim, and/or cause of action arising out of or related to any loss, damage, or injury, including death, that may be sustained by me or any of my guests or to any property belonging to me or any of my guests arising out of the use of a lofted bed while living in the residence hall at Georgia College & State University. I confirm that this Release shall be effective whether injury is caused by my negligence, the negligence of

the Releasees, or the negligence of my guests or any other third party.

I understand that the acceptance of this Release, Waiver of Liability, and Covenant Not to Sue Releasees shall not constitute a waiver, in whole or in part, of sovereign or official immunity by the Releasees. I agree that this agreement shall be governed by the laws of the State of Georgia.

By providing my electronic signature, I acknowledge that I have received a copy of this document, that I have read the document carefully before signing, that I am suffering no legal disabilities that would prevent me from understanding and agreeing to this document, and that I understand and agree with all of the foregoing.

XVII. MENINGOCOCCAL DISEASE

As of January 1, 2004, all postsecondary educational institutions in Georgia are required to provide information on meningococcal disease and vaccination to each newly admitted freshman or matriculated student residing in university housing (Official Code of Georgia Annotated 31-12-3.2).

XVIII. NOTICE OF COVID-19 RISK

The worldwide spread of COVID-19, a respiratory disease caused by a novel strain of coronavirus, has led to a public health crisis. Georgia College & State University ("University ") aims to deliver campus housing while protecting the health and safety of our students and minimizing the potential spread of COVID-19 and other disease within our community. With this priority in mind, the University is working in tandem with public health officials to make informed public health decisions that will impact your campus housing experience during the 2024-2025 academic year. Because of the uncertainty of COVID-19, University housing policies, procedures, and guidelines may evolve throughout the year to minimize the risks posed by COVID-19.

COVID-19 IS AN EXTREMELY CONTAGIOUS DISEASE THAT CAN LEAD TO SEVERE ILLNESS AND DEATH. DESPITE THE ABOVE UNIVERSITY REQUIREMENTS AND GUIDELINES IN RESPONSE TO COVID-19, THE UNIVERSITY CANNOT GUARANTEE THAT RESIDENTIAL COMMUNITY MEMBERS AND VISITORS WILL NOT BE EXPOSED TO OR INFECTED WITH COVID-19 WHILE LIVING IN OR VISITING UNIVERSITY RESIDENTIAL HALLS. AN INHERENT RISK OF ANY COMMUNAL LIVING OR SHARED LIVING ENVIRONMENT IS THE INCREASED POTENTIAL EXPOSURE TO PATHOGENS AND CONTAGIOUS VIRUSES, INCLUDING COVID-19 DUE TO THE ACTIONS OR OMISSIONS OF OTHERS. ACCORDINGLY, LIVING ON CAMPUS CAN ELEVATE THE RISK OF CONTRACTING ANY CONTAGIOUS ILLNESS SIMPLY DUE TO THE RESIDENCE HALL SPACE UTILIZATION AND POPULATION DENSITY.

XVIII. ADDENDA

Housing rules and regulations appearing in the most recent *Student Code of Conduct and Honor Code, University Housing Handbook* or revisions as may be periodically instituted by University Housing are made a part of this agreement.