



## **Central Campus Residence Halls 2015-2016 Room and Board Contract Terms and Conditions**

Georgia College desires to provide campus housing for students at the lowest possible rate and, for that reason, must operate the residence halls on a contract basis for the full academic year. My signature (electronically submitted or written) acknowledges that the contract is a binding legal agreement between Georgia College & State University Property LLC with Georgia College & State University (GC) serving as the manager that details specific terms and conditions I must follow. The following terms and conditions are the standards to which all residence hall 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](mailto:housing@gcsu.edu).

### **I. ELIGIBILITY AND FIRST-YEAR HOUSING REQUIREMENT**

To qualify for university housing an applicant must be a degree-seeking student who is registered for at least seven credit hours and who is without academic, disciplinary, or other infractions warranting exclusion from university housing.

GC has a First-Year Housing Requirement for all students under the age of 21 (as of the first day of classes of their entering semester), which requires all first-year students to live in university housing for a minimum of two consecutive semesters. This policy is based upon the university's belief in the importance of the educational benefits in self-government, community living, group discipline, and the opportunity for relationships with faculty and staff members that campus housing provides. A student may request an exemption to this residency requirement based upon one of the following:

- being married
- being the primary caretaker of dependent children
- being a transfer student with 12 or more earned semester hours of coursework (not including joint enrollment and advanced placement credits)
- taking only online coursework
- taking fewer than seven semester hours of GC academic or institutional credit
- being strictly a joint enrollment student
- qualifying for a Pell Grant AND residing with a parent or legal guardian at one's permanent residence located within Baldwin, Jones, Wilkinson, Putnam, Washington, or Hancock counties
- having a unique hardship, including but not limited to students with disabilities that cannot be reasonably accommodated in student housing.

Any request for an exemption must be made in writing to the Executive Director of University Housing 30 days prior to the contract start date of the semester in which the student intends to enroll.

### **II. CONTRACT PERIOD**

This contract financially obligates you, the student, for as long as you are enrolled, for the entire academic year (fall and spring semesters). If you enter into this contract for the spring semester only, you are obligated to honor this contract through final closing of the residence halls for the spring semester.

Students may occupy their assigned space from the date designated as the opening of university housing to the date designated as the end of each semester in the university's academic calendar or 24 hours after a student's last exam, whichever is earlier. Graduating students will be provided housing until the morning of graduation without additional charge.

Unless students are notified otherwise, residence halls will be closed during the Winter Break (between fall and spring semesters) with the exception of Sanford Hall. Sanford Hall will operate on an extended calendar, and students contracting for that option may remain during Winter Break providing they pay the applicable charge. When the residence halls are closed for breaks, non-contracted students will be required to vacate their rooms.

Students must select the length of the contract period as described above, prior to occupancy, and once selected may not be changed after occupying an assigned space. **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***

Returning residents who apply late and do not meet published deadlines and off-campus students who want university housing will be assigned according to the criteria for the new students. New students will be assigned on a first-come, first-served basis. Priority of assignments will be determined by the completion date of the housing application/contract and the prepayment.

While every attempt will be made to honor mutual roommate requests, **the university reserves the right to reassign students to other rooms and/or buildings for cause(s) deemed sufficient by University Housing. This contract is for a space, not a particular room.** Roommate requests must be mutual and will be assigned based on the receipt date of the last of the pair to apply for university housing.

If a student fails to occupy his/her assigned space before 5 p.m. on the first day of classes without notifying University Housing of a delayed arrival, the space may be reassigned and the student declared a "No-Show." Students declared to be "No-Shows" forfeit their prepayment and are subject to a cancellation fee. Students who continue to enroll in classes at GC will be held financially responsible for 100% of the room charges for the contract period.

#### ***B. Occupancy***

A room may only be occupied by the person(s) officially assigned to the room. Neither room assignments nor the contract are transferable; occupancy by a student or other person without authorization is not permitted. Room changes are not permitted during the first two weeks of classes in the fall and spring semesters. This "freeze" period allows University Housing to identify "No-Shows" and stabilize occupancy records. Changes of room assignments are permitted according to the guidelines outlined in the *University Housing Handbook*. 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 double occupancy room but find themselves without a roommate, for whatever reason, may be required to consolidate. Consolidation involves either: 1) moving to another room with an available space, 2) finding someone else in the same situation to move in with you, or 3) paying the private room rate (on a space available basis). In cases where none of the consolidating parties wish to move, priority to remain will be determined by seniority: (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 will automatically be charged the private room rate or will be re-assigned to another available space.**

### ***D. Single Room Changes***

Students contracting for a single room (2-person suite) do so for the entire contract period. Changing to a double room must be done prior to May 1st for fall applicants or December 1st for spring applicants. Students contracting for a "double as single" during the fall semester do so for the entire academic year (fall, spring).

### ***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. MEAL PLAN**

### ***A. Central Campus Freshmen (choice of one plan required):***

- Unlimited Plan with \$150 Dining Dollars and \$50 CatCash
- 14 Meals/Week with \$200 Dining Dollars and \$100 CatCash
- 12 Meals/Week with \$200 Dining Dollars and \$100 CatCash

There is no refund for missed meals. Unused Dining Dollars and CatCash will continue to roll forward each semester.

### ***B. Returning Students/Upperclassmen (voluntary):***

- Unlimited Plan with \$150 Dining Dollars and \$50 CatCash
- 14 Meals/Week with \$200 Dining Dollars and \$100 CatCash
- 12 Meals/Week with \$200 Dining Dollars and \$100 CatCash
- 150 Block Meal Plan with \$250 Dining Dollars and \$150 CatCash
- 100 Block Meal Plan (No Dining Dollars or CatCash)
- 25 Block Meal Plan (No Dining Dollars or CatCash)

There is no refund for missed meals, and residential block meal plans do not carry forward across semesters. Unused Dining Dollars and CatCash will continue to roll forward each semester.

For details about meal plans, please refer to <http://www.georgiacollegedining.com/plans.html>.

Dining Dollars and CatCash carry forward each successive semester. Upon request, Dining Dollars and CatCash balances will be refunded in full upon graduation or official withdrawal from GC. Students may elect to increase their meal plans at any time during the semester; **but may not decrease their meal plans after August 12 for fall semester and after January 8 for spring semester.** Students may also add CatCash to their account by contacting the Bobcat Card Office. CatCash can be used at all Sodexo food service operations, the GC Bookstore, the Business Office, and at a number of off-campus locations. Contact the Bobcat Card Office for the most up-to-date list of vendors who accept CatCash.

On-campus dining services are operated by Sodexo Campus Services on behalf of GC.

The Bobcat Card/Student ID serves as the meal plan card and is not transferable and may not be loaned.

## **VI. 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. If a student has an active housing assignment at the time the application is submitted, they are not required to submit a prepayment. The 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 Georgia College 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.

### ***B. Payment***

The room and board charges at the prescribed rate per academic semester are payable in full at the time payment of tuition and fees are due for each semester. All other charges must be paid in full upon notification of a charge. If payment is not made by the 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, issuance of transcripts, and other records, and may result in removal from university housing. If charges are not paid and the university requests assistance from a collection agency, the student is responsible for any additional collection fees.

Residence hall and meal rates for the coming academic year (fall, spring) will be announced during the spring semester contract renewal period.

## **VII. 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 (see Section XV: Contract Release/Cancellation), 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. No refunds will be made after the 60% refund period is reached, or if the student is evicted from housing for disciplinary reasons. Refunds are subject to the terms outlined in Section XV: Contract Release/Cancellation.

## **VIII. RESIDENCE HALL 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 residence halls 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 housing 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 rooms. **Violations of any of the provisions in this contract or those outlined in *The Student Handbook*, *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 lounge areas, hallways, bathrooms, and other common spaces and agree to respect the rights of other students in such areas. These facilities include, but are not limited to, study lounges, main lounges, recreation rooms, laundry rooms, etc. University Housing may impose restrictions on the use of the common areas, as deemed appropriate.

## **IX. DAMAGE CHARGES**

Students are responsible for loss of or damage to furnishings or equipment in the residence hall room to which they are assigned. When damages occur to any part of the public area of a living community (hallway, lounges, community rooms, etc.) all residents of the living community will be notified and held responsible for the cost of the 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 the *University Housing Handbook*.

At the time a student occupies a room, a Room Condition Report (RCR) must be completed. This form establishes student responsibility for the room condition, furnishings, and room key/card. It includes a check-in inspection section which must be checked and signed by both the occupant and a staff member upon moving into the room and when vacating and checking out of the room. Any damages will be charged upon check out to the student. Students vacating rooms are expected to clean, dust, mop, and remove all trash and personal belongings from rooms and be officially checked out by a designated staff member.

## **X. KEYS/ACCESS CARDS**

Students are issued key(s) 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 key(s) and room access card deprogrammed (where applicable) to the Community Director or CA and see that the RCR is reviewed. If a room key(s) is not returned by the resident, it is considered an improper check out and the lock will be automatically 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.

#### **XI. 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; or (F) to make routine physical repairs to university property. If there is some specific reason to suspect that a criminal offense has taken place or evidence of that offense may be secured in that room, 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 pest control and routine inspection.

#### **XII. UTILITIES**

The rate charged under this contract includes the following utilities: electric, sewer, basic cable TV, 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.

#### **XIII. 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.**

#### **XIV. 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 a degree-seeking student; 5) failure to comply with state or federal law; residence hall policies and regulations; and/or rules or regulations as described in *The Student Handbook*, *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 residence halls 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 residence hall may have their room contract terminated without financial refund.**

Should this contract be terminated, the student may be required to vacate the residence hall 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 residence hall 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 semester room and board fees and forfeiting his/her prepayment. Students will also be financially responsible for any room 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 residence hall 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 (refer to Section XV below.) 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.

### **XV. CONTRACT RELEASES/CANCELLATION**

#### **A. Contract Releases**

A student may request, in writing, a release from this contract under the following conditions with no penalty if granted.

1. Graduation
2. Student teaching outside of a reasonable commuting distance
3. Co-op/Internship (*for academic credit*) outside of a reasonable commuting distance
4. Study abroad
5. Documented major unforeseen catastrophic event

A student may request, in writing, a release from this contract under the following conditions, but will forfeit his/her prepayment if granted.

1. Withdrawal from the university, other than for disciplinary reasons
2. Transferring to another school

Contract cancellation requests must be accompanied by appropriate documentation. Contact University Housing at 478-445-5160 for more details.

***B. Returning Student Cancellation Policy (fall semester)***

Current students who complete a room and board contract, thereby reserving a space for the 2015-2016 academic year (fall, spring); may request in writing, to cancel this contract by:

**On or before March 15<sup>th</sup>** there will be no penalty;

**March 16<sup>th</sup> until April 15<sup>th</sup>** will result in a \$400 cancellation charge;

**April 16<sup>th</sup> until April 30<sup>th</sup>** will result in a \$550 cancellation charge;

**May 1<sup>st</sup> until the day before the 2015-2016 contract period begins** will result in a \$700 cancellation charge.

After the 2015-2016 contract period begins, students who leave the university will pay the greater of either the \$700 cancellation charge or the prorated amount as outlined in Section VII: Refund.

All dates will be established by email, postmark, or fax date on the written request.

Per Section IV: Assignment of Space, students who complete this contract, enroll for classes at GC, and fail to honor this contract will be held financially responsible for 100% of the room charges for the semester.

***C. New Student Cancellation Policy (fall semester)***

A new student may request in writing to cancel this contract for fall semester under the following conditions:

**Prior to May 1<sup>st</sup>** the prepayment will be refunded;

**May 2<sup>nd</sup> until May 31<sup>st</sup>** will result in a forfeiture of prepayment;

**June 1<sup>st</sup> until June 15<sup>th</sup>** will result in a forfeiture of prepayment and a \$200 cancellation charge;

**June 16<sup>th</sup> until June 30<sup>th</sup>** will result in a forfeiture of prepayment and a \$300 cancellation charge;

**July 1<sup>st</sup> until the day before the 2015-2016 contract period begins** will result in a forfeiture of prepayment and a \$400 cancellation charge.

After the 2015-2016 contract period begins, students who leave the university will forfeit their prepayment and pay the greater of either the \$400 cancellation charge or the prorated amount as outline in Section VII: Refund.

Per Section IV: Assignment of Space, students who complete this contract, enroll for classes at GC, and fail to honor this contract will forfeit their prepayment and be held financially responsible for 100% of the room charges for the semester.

All dates will be established by email, postmark or fax date on the written request.

***D. New Student Cancellation Policy (spring semester)***

A new student may request in writing to cancel this contract for spring semester under the following conditions:



**Prior to December 1<sup>st</sup>** the prepayment will be refunded.

**December 2<sup>nd</sup> until December 15<sup>th</sup>** will result in a forfeiture of prepayment;

**December 16<sup>th</sup> until December 31<sup>st</sup>** will result in a forfeiture of prepayment and a \$200 cancellation charge;

**January 1<sup>st</sup> until the day before opening** will result in a forfeiture of the prepayment and \$300 cancellation charge;

After opening day, students who leave the university will forfeit their prepayment and pay the greater of either the \$300 cancellation charge or the prorated amount as outline in Section VII: Refund.

All dates will be established by email, postmark, or fax date on the written request.

Per Section IV: Assignment of Space, students who complete this contract, enroll for classes at GC, and fail to honor this contract will forfeit their prepayment and be held financially responsible for 100% of the room charges for the semester.

#### **XVI. FEDERAL FUNDS AUTHORIZATION FOR MANDATORY HOUSING PROGRAM FEE**

Program regulations permit students to authorize use of Title IV financial aid funds for non-institutional expenses such as books and supplies, parking fines, or miscellaneous fees/charges. By signing this contract you are authorizing Georgia College to utilize federal financial aid in excess of tuition and fees to cover your mandatory housing Program Fee. You may rescind this authorization at any time prior to incurring such charges, but you may not cancel it once such charges have been paid on your behalf. In order to rescind, you must submit written notification to the GC Business Office. Should you choose to rescind this authorization, the Housing Program Fee must be paid in full at the GC Business Office by the first day of classes beginning each fall and spring term. This authorization is valid for funds in excess of tuition and fees, based on your financial aid eligibility and enrollment status.

#### **XVII. 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.

#### **XVIII. 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](mailto:housing@gcsu.edu).

#### **XVIX. MAILBOX KEYS**

Students may keep their key and mailbox for as long as they are residents in Central Campus housing and only need to reactivate their box each semester. If a student elects to live off campus, or moves to *The Village*, they must turn in their mailbox key prior to the end of finals for the semester they depart. A \$25 lock change fee will be placed on the student's account as a hold if the student fails to return their key within five days of the semester ending.

#### **XX. 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).

#### **XXI. ADDENDA**

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