



The Village Apartments at West Campus 2020-2021 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, it operates *The Village Apartments at West Campus* on a 12-month contract. 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. This provides for year-round occupancy and eliminates the need to seek alternative housing during university break periods. The following terms and conditions are the standards to which all apartment residents 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 by email at: 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 university housing.

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

II. CONTRACT PERIOD

This contract financially obligates you, the student, for the entire 12-month 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

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 building and apartment type preferences and 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 apartment or room.** Roommate requests must be mutual. Ability to honor requests will be determined by the receipt date of the second applicant. All efforts to meet roommate and apartment requests will be attempted but cannot be guaranteed. Applicants without preferred roommate requests will be assigned to an apartment with other residents without roommate requests.

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 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 are prohibited 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 Village 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 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.

V. MEAL PLAN

A. The Village Apartments Freshmen (choice of one plan required):

- Unlimited 7 Meal Plan
- Unlimited 5 Meal Plan
- 14 Meals/Week
- 10 Meals/Week

There is no refund for missed meals.

B. Returning Students/Upperclassmen (voluntary):

- Unlimited 7 Meal Plan
- Unlimited 5 Meal Plan
- 14 Meals/Week
- 10 Meals/Week
- 100 Block Meal Plan
- 25 Block Meal Plan

There is no refund for missed meals, and residential block meal plans do not carry forward across semesters.

For details about meal plans, please refer to <https://georgiacollege.sodexomyway.com/my-meal-plan/>

Students may elect to increase their meal plans at any time during the semester; **but may not decrease their meal plans after residence halls open each semester.**

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. 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 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 housing charges at the prescribed rate per contract period are payable in two payments due 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 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.

The fall payment covers the housing charges for the period of August through January.

The spring payment covers the housing charges for the period of February through July. If contracting for spring semester only, the payment covers the housing charges for the period of January through June.

Apartment 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 keys, and officially checks out of the apartment. No refunds will be made after the 65th day of classes, 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. 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, hallways, 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 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 *The 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.

X. 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.

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; (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.

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; housing policies and regulations; and/or rules or regulations as described in *The Student Code of Conduct and Honor Code, The Village 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 (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 RELEASE/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. Call to active military duty
6. Marriage
7. Birth of a resident's child

8. 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 sign a contract agreement, thereby reserving a space for the 2020-2021 contract period, may request, in writing, to cancel this contract **in advance of the contract period**. Cancellation requests received:

On or before March 15th there will be no penalty;

March 16st until April 15th will result in a \$400 cancellation charge;

April 16th until April 30th will result in a \$550 cancellation charge;

May 1st until the day before the 2020-2021 contract period begins will result in of a \$700 cancellation charge.

After the 2019-2020 contract period begins, students who leave the university will pay the greater of either the \$700 cancellation charge or the prorated daily 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 sign a contract agreement, enroll for classes at GC, and fail to honor this contract or cancel by the established deadlines, will be held financially responsible for 100% of the housing charges for the contract period.

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 1st the prepayment will be refunded;

May 2nd until May 31st will result in a forfeiture of prepayment;

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

June 16th until June 30th will result in a forfeiture of prepayment and a \$300 cancellation charge;

July 1st until the day before the 2020-2021 contract period begins will result in a forfeiture of prepayment and a \$400 cancellation charge.

After the 2020-2021 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 daily 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 forfeit their prepayment and be held financially responsible for 100% of the room charges for the semester.

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 1st the prepayment will be refunded;

December 2nd until December 15th will result in a forfeiture of prepayment;

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

January 1st until the day before opening will result in a forfeiture of prepayment and a \$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 daily 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.

XIX. LOFTED BED SAFETY RAILS

All lofted beds provided by Georgia College (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.

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 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.