

This Housing Agreement (this “Agreement”) should be read carefully and signed by Resident (and the Parent or Legal Guardian as a guarantor of Resident’s obligations under this Agreement if Resident is under age 18).

Provider is the operator of the residence hall (the “Residence Facility”) to which Resident is assigned.

Village South, West Commons, Hall 1, Hall 2, Hall 3, Hall 4 Hall 5, Hall 6, East, North, and South are operated by the Board of Regents of the University System of Georgia by and on behalf of Albany State University (“University”). If Residents are assigned to any of these residence halls the references to Provider in this Agreement will mean University.

This Agreement is administered by University’s Department of Housing and Residence Life.

I. TERM OF AGREEMENT

This Agreement is binding when executed by Resident (*i.e.*, the date signed by Resident or submitted by Resident online). The Agreement obligates Resident for the **entire** academic year identified in the heading (consisting of the fall and spring semesters) or the portion of the academic year remaining after Resident moves into the Residence Facility (the “Term”). If a student applies for summer semester, the terms of this agreement are extended until the end of the summer residential semester, as per the academic calendar.

University Housing will designate the date when a Resident may move into the Residence Facility and the date by which the Resident must move out of the Residence Facility. These dates will be published on the University Housing website www.asurams.edu. The Housing Facility may be closed during academic breaks. A calendar of official closings is published each year by University Housing and governs the times during which residency is available in the Residence Facility. All students must make alternative arrangements at their sole expense for housing during periods of closure of the Residence Facility. If Provider elects to allow Residents to remain in the Residence Facility during any academic break, Resident will be responsible for payment of all fees charged by Provider during that period. The University cannot supply storage for residents’ personal belongings between Spring and Summer or Summer and Fall semesters.

II. HOUSING ASSIGNMENT AND GRANT OF LICENSE FOR USE OF SPACE

Provider agrees to furnish Resident with housing space in accordance with the terms of this Agreement. The parties to this Agreement do not intend that an estate, a tenancy, or any interest in the property should pass to Resident from Provider to Resident, nor is it intended that a usufruct be granted to Resident. Instead, it is the intention of the parties that the relationship between Provider and Resident is one of licensor and licensee and that the sole right of Resident to use his/her assigned room as a living unit is based upon the license granted to Resident in this Agreement.

- A. **Right of Occupancy.** Provider will provide Resident with a space in the Residence Facility for his/her occupancy as a residence. The right of occupancy does not include the right to a specific residence space, roommate, or type of accommodation by this Agreement. University will make housing assignments on behalf of Provider subject to availability of space and without regard to race, religion, color, age, disability, national origin, or sexual orientation. Final determinations on housing assignments are in the sole discretion of University acting on behalf of Provider. No guarantee of a specific unit space assignment is implied or made.
- B. **Move-In.** Move-in dates are published on the University Housing website (www.asurams.edu). Resident must meet all residency requirements (as published on the University Housing website) before moving into Residence Facility. Resident must occupy the assigned space or deliver written notice of delayed arrival to the University Housing office no later than 9:00 a.m. on the first day of classes of the first academic term of residency. If Resident has not registered for courses and not occupied Resident’s assigned room by 9:00 am on the first day of classes, the room assignment may, at the sole discretion of University on behalf of

Provider, be cancelled without notice to Resident, in which case Resident will be responsible for all fees described in the Cancellation Schedule B to this Agreement.

- C. **Room Changes.** No changes in room assignment will be based upon age, race, religion, national origin, disability, sexual orientation, and online profiles except as needed to provide a reasonable accommodation to residents with eligible disabilities registered with the University [Office of Disability Services]. Room change may only be made with the written approval of University Housing and is dependent upon space availability, timing of the request, and grounds for transfer. Residents who receive approval for a room change may be charged a room change fee as shown on the University Housing website, which will be posted to Resident's account. Room changes that are not authorized by University Housing will result in a fine as shown on the University Housing website, which will be posted to Resident's account.
- D. **Personal Residence.** Resident is to use and occupy the assigned space exclusively as a personal residence and for no other purpose except as may be permitted by University acting on behalf of Provider. Resident may not occupy or reside in any space other than the assigned room except for customary use of the common areas of the Residence Facility.
- E. **Conduct.**
- Living Standards/Code of Conduct.* The University Housing Residence Life Handbook (Ram Life Guide) and Student Code of Conduct govern Resident's use of the assigned space and conduct in the Residence Facility and are incorporated into this Agreement and made a part of it. The Ram Life Guide is available on the University Housing website. University reserves the right to revise the Guide at any time and to make such other rules as deemed appropriate or necessary for the safety, care, and cleanliness of the Residence Facility and for securing the comfort and convenience of all occupants of the Residence Facility. Resident agrees to abide by all University policies, procedures, and applicable law.
 - Visitors.* Resident will be responsible in all matters regarding this Agreement for the conduct of anyone Resident invites or permits to enter the Residence Facility or its grounds. Any violation of the provisions of this Agreement by such a person will be attributed to Resident and will be grounds for cancellation of this Agreement by University on behalf of Provider, as well as grounds for discipline of Resident by University through its disciplinary process.
- F. **Keys.** Resident is issued a key for Resident's assigned space. This key remains the property of Provider and may not be duplicated by Resident or loaned to any other person by Resident.
- G. **Reassignment.** University Housing reserves the right to change Resident's housing assignment for purposes such as consolidation, maximization of space and resource utilization, responding to enrollment fluctuations, physical facility problems, establishment of a special interest building, floor, unit, or section, disciplinary reasons, staff changes, emergency evacuation and shelter purposes, and other reasonable purposes determined by University. Reassignment may be to another building or unit operated by Provider or University.
- H. **Entering Resident's Room.** University and Provider reserve the right to enter Resident's room for purposes of verifying occupancy, housing and University policy enforcement, maintenance, improvements, inventory control, sanitation, pest control, safety, fire protection, evaluation of conditions potentially affecting the health or safety of occupants of Residence Facility, responding to epidemic or emergency conditions, to reclaim University property, and for any other purpose allowed by University policy. Resident is not required to be present at the time of maintenance, inspection, or other entries described in this Agreement. Furthermore, University and Provider reserve the right to provide law enforcement officers with access to Resident's room for purposes of conducting a valid or serving an arrest warrant. Health, fire, and safety inspections will occur on a periodic basis.
- I. **Cleanliness.** Resident agrees to keep the room in a clean and sanitary condition during the entire term of occupancy and to return his/her room to Provider in the same condition, including general cleanliness, as it was at the beginning of the term of occupancy, normal wear and tear excepted as determined by University acting on behalf of Provider. When there is vacant space in a partially occupied multi-person room, the vacant space must be maintained by the occupant(s) in a manner that will allow a new Resident to move in immediately. Failure to do so will result in assessment of a cleaning charge to Resident's account.

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- J. **Damages.** Resident shall pay Provider for loss of Provider property and the cost of repair for any breakage or damage to Resident's assigned room, its fixtures or any appliances and furniture, plus any damages caused by Resident or guests of Resident to other parts of the Residence Facility, including but not limited to special cleaning necessitated by improper care of rooms, furnishings, or appliances.
- K. **Alterations.** No changes may be made by Resident to the Residence Facility or assigned space without the advance written permission of University Housing. Prohibited alterations include, but are not limited to, shelves, partitions, lofts, window coverings, wallpaper, painting, plumbing, heating, structural changes or alterations to furniture, or removal of Provider owned furniture and its replacement with items owned by Resident.
- L. **Tobacco and Smoke-Free Campus.** Residence Facility and the entire University campus is tobacco and smoke-free pursuant to BOR Policy 9.1.7. The use of all forms of tobacco products is expressly prohibited. Tobacco products is defined as cigarettes, cigars, pipes, all forms of smokeless tobacco, clove cigarettes, and any other smoking devices that use tobacco such as hookahs or simulate the use of tobacco such as electronic cigarettes.
- M. **Sales and Solicitations.** Sales and solicitations in any form within the Residence Facility are prohibited unless specifically authorized in writing by University's Director of Residence Life. Door to door solicitation, distribution, or advertising is expressly prohibited. Resident will not allow any person to conduct sales, demonstrations, or presentations of any product or service in Resident's assigned space or in the Residence Facility without the prior written permission of University's Director of Residence Life.

III. **MEAL PLANS**

Residents living in Residence Facility are required to purchase a University meal plan. Information regarding the meal plan options can be obtained by contacting the meal plan office at 229-500-2883.

IV. **FEES AND PAYMENTS**

- A. **Housing Fee.** Resident agrees to pay Provider a Housing Fee that is payable in two equal per- semester installments during the Term in accordance with the provisions of this Agreement. The Housing Fee is shown on Appendix A to this Agreement. The Housing Fee is payable on a per- semester basis and must be received by University on behalf of Provider by the fee payment deadline as indicated on the academic calendar located at the University website. Payment in full must be made for each semester regardless of Resident's move-in date.
- B. **Annual Application Fee:** A non-refundable annual processing fee is due at the time Resident applies for housing. This fee must be paid before a room space assignment will be processed. This Annual Application Fee is outlined in Appendix A, "Housing Fees," attached hereto and made a part hereof by reference.
- C. **Other Fees.** Resident agrees to pay those other fees shown on Appendix A to this Agreement.
- D. **Mandatory Fees.** Resident living in University owned or operating residence halls taking online only classes are required to pay all mandatory fees.
- E. **Failure to Pay Housing Fee by Due Date.** If Resident does not pay the Housing Fee by the later of (i) the date Resident signs this Agreement or (ii) the date for payment of Housing Fees for the semester (as set by University), Provider may cancel this Agreement, remove Resident from the Residence Facility, and avail itself of any other remedies available at law or equity.
- F. **Guarantor.** If Resident is under age 18, the undersigned parent, guardian, or other guarantor ("Guarantor") agrees to guarantee payment in full to Provider and/or University (as the case may be) the Housing Fee and all other charges attributable to Resident per the terms of this Agreement. Guarantor further agrees that if Resident for any reason fails to make such payments, Guarantor will be jointly and severally responsible for making all such payments. Provider and University will not enter into this Agreement or any other agreement with Resident unless Guarantor agrees to guarantee payment.
- G. **Failure to Pay Sums Due.** Resident understands and agrees that University may apply any sum that would otherwise be returned to Resident under this Agreement to any amounts past-due by Resident to Provider or University; provided, in the case of refunds governed by Title IV of the Higher Education Act of 1965 (as amended), the amount of the refund will not be applied to amounts otherwise owed to Provider or University. Past-due accounts may also be referred for collection. Resident agrees to reimburse Provider the fees of any collection agency, which may be based upon a percentage of the amount owed by Resident up to the maximum allowed by law.
- H. **Damage to Assigned Room.** The condition of Resident's assigned room, including furnishings, will be inventoried prior to move-in. Resident will have 48 hours after move-in to inspect the room and

furnishings. Any defects or damage beyond normal wear and tear must be identified by Resident via University's work order system within this 48-hour period to be considered for exclusion when assessing applicable damage fees upon move-out.

- I. **Common Area Damages.** Residents of a hall within the Residence Facility may also be required to share on a pro-rata basis the expense of cleaning, painting, repairing, or replacing damaged Residence Facility property in common areas which such damage is not due to normal wear and tear and the person causing the damage is unknown. The determination of the amount of such loss or damage, selection of repair or replacement method, and scheduling of the repair or replacement will be made by University in its sole discretion. Resident agrees to pay assessed common area charges upon demand.
- J. **No-Reduction of Abatement.** Temporary failure to provide electricity, hot or cold water, heat and/or air conditioning, cable television service, internet service, or any other service will not be a reason for reduction, abatement, or withholding of any portion of the Housing Fee or other payment due under this Agreement. No adjustment to the Housing Fee or other compensation may be claimed by Resident for inconvenience or discomfort from the making of repairs, improvements to facilities, or temporary service outage.

V. CANCELLATION BY STUDENT

- A. **Full Cancellation.** To cancel this Agreement, Resident must submit a completed Housing Release Request Form available at the University Housing website (www.asurams.edu). Except as described in Subparagraph B below (No Cost Termination), a Resident's cancellation of this Housing Agreement will result in accruing certain cancellation charges as described in Appendix B of this Agreement.
- B. **No Cost Termination.** Resident may cancel his/her Housing Agreement without cancellation charges upon submission of supporting documentation evidencing one of the following occurrences during the Term:
 - a. Graduation;
 - b. Call to active military duty;
 - c. Marriage;
 - d. Birth of a child
 - e. Enrollment in a University-sponsored study abroad program or affiliated academic internship;
 - f. Approved medical withdrawal from the University; or
 - g. Death of Resident

Any Resident cancelling for one of the reasons covered by this subparagraph will remain responsible for payment of the Housing Fee on a pro-rata basis through the date of cancellation.

VI. CANCELLATION BY PROVIDER

- A. **For Cause.** The occurrence of any of the following events by Resident will constitute a breach of this Agreement for which University on behalf of Provider may cancel this Agreement for cause and take immediate possession of the room upon written notice to Resident:
 - a. Violation of any term or provision of this Agreement, including but not limited to failure to pay all applicable fees when due;
 - b. Violation of Residence Facility policies and procedures as outlined in the Guide;
 - c. Violation of University's Student Code of Conduct;
 - d. Violation of any state, local, or University drug or alcohol policy;
 - e. Violation of any applicable law, rule, or regulation;
 - f. Endangerment of the health and safety of the residential community of the Residence Facility;
 - g. Academic deficiency;
 - h. Disciplinary suspension or dismissal by University;
 - i. Disruptive behavior;
 - j. Damage from fire or smoke, otherwise causing the assigned space to be uninhabitable;
 - k. Refusal to comply with the direction of University Housing or Provider staff acting in accordance with their respective scope of responsibility; or
 - l. Vandalizing any University or Provider owned or managed property.

Upon Resident's breach of this Agreement, University will deliver written notice of cancellation of this Agreement and give Resident a minimum of 12 hours and a maximum of 48 hours to complete the move-out procedures and vacate the premises. Cancellation by University on behalf of Provider pursuant to this

paragraph will not release Resident from the obligation to pay all fees under this Agreement for the entire Term and Resident will not receive a refund of any portion of the Housing Fees or other applicable fees as a result of this cancellation. Resident's obligation to pay all applicable fees due under this Agreement for the Term will survive termination of this Agreement for cause.

- B. **Failure to Occupy.** Resident must occupy the assigned space or deliver written notice of delayed arrival to University by 9:00 a.m. on the first day of classes of the first academic term of residency. University on behalf of Provider reserves the right to cancel this Agreement and/or reassign the assigned space to another person if Resident does not comply with this provision. Cancellation by University of behalf of Provider pursuant to this paragraph will not release Resident from the obligation to pay all fees under this Agreement for the entire Term.

VII. INDEMNIFICATION, ACKNOWLEDGEMENT, AND RELEASE

- A. **Acknowledgement and Release.** Resident acknowledges and agrees that neither Provider nor University promises, warrants, or guarantees the safety and security of Resident, Resident's guest, or Resident's personal property against the criminal actions of other residents or third parties. Resident acknowledges and agrees that neither Provider nor University will be liable for any damage or injury to Resident, Resident's guests, or Resident's personal property or to any person entering the room assigned to Resident or the Residence Facility, for injury to person or property arising from theft, vandalism, or casualty occurring in the room assigned to Resident or the Residence Facility.
- B. **Indemnification and Release.** Resident (and Guarantor, if Resident is under age 18) agrees to indemnify and hold harmless Provider, University, and their respective directors, board members, agents, and employees from and against all claims, actions, judgments, damages, liabilities, costs, demands, losses, and expenses (including, without limitation, reasonable attorneys' fees and disbursements) resulting from or arising out of injury to the person or property of Resident or Resident's guests while Resident resides in the Residence Facility, regardless of the cause (including, but not limited to, injury resulting from engagement, involvement, participation by Resident or any of Resident's guests in any event sponsored by University or Provider) unless such injury is caused by the negligence or intentional misconduct of Provider, University, or their respective agents. Resident (and Guarantor, if Resident is under age 18) hereby release and forever discharge harmless Provider, University, and their respective directors, board members, agents, and employees from any and all demands, causes of action and/or judgments of whatsoever nature or character, past or future, known or unknown, whether in contract or tort, whether for personal injuries, property damage, payments, fees, expenses, or any other monies due or to become due, or damages of any kind or nature, and whether arising from common law or statute, arising out of, in any way, this Agreement and the use of the Residence Facility.
- C. **Insurance.** Resident is strongly encouraged to purchase and maintain appropriate renters insurance as well as health and accident insurance and personal liability insurance. Resident acknowledges that neither Provider nor University carry any insurance on Resident's personal property and are not liable for lost, stolen, or damaged personal property kept within the Residence Facility or on University property.

VIII. MISCELLANEOUS

- A. **Emergency Contact Information.** Resident must complete and provide to University an emergency contact information form provided by University Housing before Resident will be allowed to move into the Residence Facility.
- B. **Fire Safety.** Resident will not tamper with fire alarms, smoke detectors, fire extinguishers, fire hoses, or exit signs. Resident will promptly evacuate Residence Facility upon the sounding of an alarm or as otherwise directed by University Housing staff. Resident will participate in any periodic fire drill and fire safety training conducted by University for the Residence Facility.
- C. **Communication with Resident.** Resident agrees that University and Provider may (but is not required to) communicate with Resident through Resident's official University email account for all aspects of this Agreement, including but not limited to notice of charges, refunds, and housing information notices.
- D. **Non-Disclosure of Room and Phone Number.** Except as otherwise required by applicable law, University Housing does not disclose room or telephone information except upon written request by Resident for the release of this information.
- E. **Check-out Requirements.** Residents must meet the following check-out requirements: (i) Resident has moved all personal property from the Residence Facility; (ii) Resident's assigned space has been cleaned by Resident; and (iii) the proper check-out records, keys, and access card(s) have been returned

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to authorized University Housing staff. In addition to any fees assessed for damages, lost key(s) or lost access card(s), failure to follow the check-out guidelines will result in Resident continuing to incur room charges and Resident will be assessed an improper check-out fine as outlined on Appendix A to this Agreement.

- F. **Transfer and Assignment.** No transfer or assignment of this Agreement or the space assigned to Resident is permitted without the prior written consent of Provider and University. Provider is allowed to transfer or assign its interest in this Agreement at any time.
- G. **Modification of this Agreement.** Provider and University reserve the right to modify any provision of this Agreement upon notice to Resident that may become reasonably necessary to efficiently and effectively operate the Residence Facility.
- H. **Governing Law.** This Agreement will be governed by the laws of the State of Georgia and the rules and regulations of University.
- I. **Severability.** If any part of this Agreement is found to be unenforceable, the remaining parts will continue in full force and effect.
- J. **No Waiver.** The failure of Provider or University to insist, in any one or more instances, upon strict compliance with any of the terms of this Agreement will not be considered as a waiver of such terms and the same will continue in full force and effect.
- K. **Attorneys' Fee and Collection Costs.** Resident agrees to reimburse Provider and/or University (as the case may be) the fees of any collection agency, which may be based upon a percentage of the amount owed by Resident to Provider and/or University (as the case may be) up to the maximum allowed by law and all costs and expenses, including reasonable attorneys' fees, Provider and/or University (as the case may be) incurs in such collection efforts.
- L. **Assumption of Risk.** There are risks associated with living in a higher education housing environment and with participating in University Housing. Resident acknowledges these risks and elects to reside and participate with full knowledge of the risks of injury, illness, or damage to property. Resident acknowledges and agrees that he/she is owed no extraordinary duty of care in connection with his/her residency in the Residence Facility or in connection with any University Housing programming.
- M. **Personal Property.** Neither Provider nor University is responsible for unclaimed personal property and items left in any part of the Residence Facility after check-out or termination of this Agreement will be deemed abandoned and discarded or donated to local charities. The University cannot supply storage for residents' personal belongings.

**APPENDIX A
Room Rates**

Rates are TENTATIVE and SUBJECT TO APPROVAL BY THE UNIVERSITY SYSTEM OF GEORGIA

Residence Hall	Fall Semester Installment	Spring Semester Installment	Total
Hall 1 – 4 Bedroom Suite-Private Room/Shared Bath	\$2,750	\$2,750	\$5,500
Hall 2 – 4 Bedroom Suite-Private Room/Shared Bath	\$2,750	\$2,750	\$5,500
Hall 3 -4 Bedroom Apartment-Private Room/Shared Bath	\$3,070	\$3,070	\$6,140
Hall 4 - 4 Bedroom Apartment-Private Room/Shared Bath	\$3,070	\$3,070	\$6,140
Hall 5- 2 Bedroom Suite-Shared Room/Shared Bath	\$2,675	\$2,675	\$5,350
Hall 5- 1 Bedroom Suite-Shared Room/Shared Bath	\$2,750	\$2,750	\$5,500
Hall 5- 1 Bedroom Suite-Single-RA Only	\$3,267	\$3,267	\$6,534
Hall 6 –1 Bedroom Suite Single-RA Only	\$3,267	\$3,267	\$6,534
Hall 6 – 2 Bedroom Suite-Private Room/Shared Bath	\$2,850	\$2,850	\$5,700
West Commons-Private One Bedroom Unit	\$3,650	\$3,650	\$7,300
West Commons-2 Bedroom Suite-Private Room/Private Bath	\$3,070	\$3,070	\$6,140
West Commons-2 Bedroom Apt.-Shared Room/Shared Bath	\$2,750	\$2,750	\$5,500
West Village South-Private One Bedroom Unit	\$3,650	\$3,650	\$6,520
Village South-2 Bedroom Suite-Private Room/Private Bath	\$3,267	\$3,267	\$6,534
East/North/South-2 Bedroom-Double Occupancy Room	\$1,970	\$1,970	\$3,940
East/North/South-2 Bedroom-Triple Occupancy Room	\$1,400	\$1,400	\$2,800
Laundry Fee	\$60	\$60	\$120

*Summer Semester Installment is for residents residing in the residence hall for summer semester.
TBD-To Be Determined

Miscellaneous Fees	
Item	Fee
Housing Non-Refundable Application Fee	\$50
Health & Safety Violation	\$25
Improper Check-Out	\$100
Key Replacement	\$45
Trash removal	\$50
Unauthorized Room Change	\$100

**APPENDIX B
Cancellation Schedule**

2019 Fall Semester- Returning Students	
Cancellation Received:	Cancellation Penalty
Through March 31, 2019	Cancel without penalty
April 1-April 30, 2019	Cancel with 25% penalty
May 1-June 30, 2019	Cancel with 50% penalty
July 1, 2019-First Day of Fall 2019 Classes	Cancel with 75% penalty
After First Day of Fall 2019 Classes	Full Penalty

2019 Fall Semester-New Students	
Cancellation Received:	Fees due upon Cancellation
Through May 31, 2019	Cancel without penalty
June 1-July 31, 2019	Cancel with 25% penalty
August 1-August 15, 2019	Cancel with 50% penalty
August 16-August 31, 2019	Cancel with 75% penalty
On or After September 1, 2019	Full Penalty

2020 Spring Semester- Returning Students	
Cancellation Received:	Cancellation Penalty
Through October 31, 2019	Cancel without penalty
November 1-November 15, 2019	Cancel with 25% penalty
November 16-November 30, 2019	Cancel with 50% Penalty
December 1-First Day of Fall 2019 Classes	Cancel with 75% Penalty

2020 Spring Semester- New Students	
Cancellation Received:	Cancellation Penalty
Through November 30, 2019	Cancel without penalty
December 1-December 15, 2019	Cancel with 25% penalty
December 16-December 31, 2019	Cancel with 50% penalty
January 1-January 15, 2020	Cancel with 75% penalty
On or after January 16, 2020	Full Penalty

Penalty % is based on the cost for the semester of housing cancellation
New Student - first time enrollee