



## Housing Contract 2024–2025

Valdosta State University

### Housing & Residence Life

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**PLEASE READ AND ELECTRONICALLY SIGN THE CONTRACT. A DIGITAL COPY OF THIS AGREEMENT REMAINS ACCESSIBLE IN THE STUDENT HOUSING PORTAL AND IT IS RECOMMENDED TO KEEP A COPY OF THIS AGREEMENT FOR YOUR RECORDS. STUDENTS UNDER THE AGE OF 18 ARE REQUIRED TO HAVE A PARENT, GUARDIAN, OR GUARANTOR ELECTRONICALLY SIGN THIS AGREEMENT ON THE STUDENT'S BEHALF.**

This is a legally binding document with Valdosta State University (“University”). When this contract is executed, it becomes a binding agreement – a contract between the student (“Resident”) and (parent/ guardian/ guarantor if the student is under the age of 18) and the University. This means that signing this contract commits you to paying for a room in University Housing for the entire contract period, regardless of available financial aid or enrollment status. The cancellation of this contract will result in an applicable fee assessment, which will be billed in accordance with Section VI. Contract Cancellation and Forfeiture by Resident.

This Housing Contract (“Contract”) should be read carefully and not accepted until the housing application fee and deposit payment is made/paid. Once payment is secured, this contract should be electronically signed by the student (and the Parent or Legal Guardian as a guarantor of student’s obligations under this Contract if Student is under age 18).

Only students accepted to Valdosta State University are eligible to live in University Housing, and students must be officially admitted to the University before completing the Housing application process. Acceptance of this Contract is not a commitment of admission to the University and any Housing assignment inadvertently made to someone who has not been admitted to the University for the involved academic term shall be null and void. Residency in University Housing requires at least part-time student status in online or face-to-face courses at Valdosta State as defined by the University’s Registrar’s Office. Students will not be permitted to maintain occupancy in University Housing during academic sessions without being enrolled. The only exception is summer semester enrollment is not required for students assigned to the Centennial 11.5-month apartment facility and contracted with University Housing for the following Fall semester.

While every effort is made to ensure adequate maintenance and security, Valdosta State University, its officers, employees and agents do not assume any legal obligation to pay for injury to persons (including death), or loss of or damage to items of personal property due to flood, fire, natural disaster, theft, or any other reason, which occurs in its buildings or on its grounds, prior to, during, or subsequent to the term of this Contract.

Upon e-signing this contract, the Resident understands, agrees and accepts that Valdosta State University Housing strongly encourages the Student to have renter’s or homeowner’s coverage for personal property and damage liability, and that Valdosta State University its officers, employees or agents do not assume any legal obligation for injury to persons, or loss of or damage to items of personal property and that Student is liable for any unintentional or deliberate damage caused to the housing facility or premises by themselves or their guests.

## I. TERM OF CONTRACT

A. This Contract is binding when executed by the Resident (parent/ guardian/ guarantor if the student is under the age of 18) on the date electronically signed or submitted online). The Contract obligates Resident for the entire Fall and Spring academic year or the portion of the academic year remaining after Resident moves into the Residence Facility (the "Term").

1. The Term for a Resident assigned in Centennial 11.5-month apartment facility extends to July 31, 2025.
2. The Term for a Resident assigned in Centennial 11.5-month apartment facility and renewing in the same assignment for the upcoming year will begin on August 1.

B. 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 or twenty-four hours after the Resident's last final exam. A Resident does NOT have to move out between Fall and Spring semesters if they remain enrolled for the Spring term. These dates will be published on the University Housing website

C. Break Period: If the Housing Facility is closed during academic breaks, a calendar of official closings will be published on the University Housing website and govern the times during which residency is available in the Housing Facility. All students must make alternative arrangements at their sole expense for housing during periods of closure of the Housing Facility. If Valdosta State University elects to allow Residents to remain in the residence facility during academic breaks, Resident may be responsible for payment of Break Housing fees charged to student's account. On Campus Dining Services are not provided during break periods.

## II. NOTIFICATION

A. Valdosta State University Housing and Residence Life will send notices/correspondence to the Valdosta State University email account, provided to the Student as their official point of contact. The Student is responsible for checking and maintaining their VSU email account.

B. The residence hall/apartment schedule of rates, all University Housing policies and procedures, Valdosta State University Student Conduct Code and any Housing community living guide are incorporated by reference herein and become part of this Contract. Valdosta State University reserves the right to make and enforce other rules and regulations as may be appropriate or necessary for the safety, care, educational environment, and cleanliness of the premises, and for securing the comfort and convenience of all Residents.

C. Execution of this Contract does not guarantee that the Student will be assigned a space. A qualified Student for whom space is not available will be placed on a waiting list and notified of his/her status. This Contract is for the below named Student only. This contract is not transferable.

## III. HOUSING ASSIGNMENT AND GRANT OF LICENCE FOR USE OF SPACE

Valdosta State University agrees to furnish the Resident with housing space in accordance with the terms of this Contract. The parties to this Contract do not intend that an estate, a tenancy, or any interest in the property should pass to Resident from Valdosta State University; it is not intended that a usufruct be granted to the Resident. Instead, it is the intention of the parties that the relationship between Valdosta State University 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 Contract.

A. Right of Occupancy This Contract shall be governed by the laws of the United States and the State of Georgia, the rules and regulations of the Board of Regents of the University System of Georgia, and the rules and regulations of Valdosta State University.

1. The Resident agrees to comply with all Federal and State Laws, City ordinances, and VSU Policies and procedures including those regarding the possession or use of alcoholic beverages, illegal drugs, and tobacco products and agrees that his/her room shall not be used for any purpose contrary to such. Explosives, firearms, or other offensive weapons, fireworks or other offensive weapons, fireworks and related items are not permitted in the residence halls.
2. The University reserves the right to refuse housing to any Resident who is delinquent in payment of tuition and fees to the University, consistently unable to meet Financial Aid's SAP level, who has demonstrated an unwillingness to abide by the VSU Student Code of Conduct or published Housing and Residence Life Rules and Regulations, or who exhibits behavior which is incompatible with the maintenance of order and property in the residence halls.

B. Non-Discrimination and Anti-Harassment: In performance of this Contract, and consistent with the University's Non-Discrimination and Anti-Harassment Policy, the University shall not unlawfully discriminate on the basis of race, color, sex (including sexual harassment and pregnancy), sexual orientation, gender identity, ethnicity or national origin, religion, age, genetic information, disability or veteran status. Valdosta State University will provide Resident with a space in the Residence Facility for his/her occupancy as a residence.

C. Conditions of Occupancy. University housing facility occupancy depends on the exhibition of behavior compatible with maintenance of order and property. Additionally, the following requirements must be met:

1. The University cannot make a housing assignment until the student is fully admitted to the University and the housing application, fee, and deposit are received.
2. The student must be enrolled for a minimum part-time status in online or face-to-face courses as defined by the University Registrar's office.
  - a) *A student that remains enrolled less than part-time status must receive written permission from the Director of Housing and Residence Life (or designee) to remain living on-campus.*
  - b) *The only exception is summer semester enrollment is not required for students assigned to the Centennial 11.5-month apartment facility and registered for the following Fall semester.*
3. First-year students attending the University are required to live on-campus unless applying for and are granted an exemption from the First-Year Live On Requirement.
  - a) *Dual enrollment and other prior college credits earned while attending high-school do not exempt a student from the First-Year Live On Requirement.*
4. Students enrolled in a completely online schedule are still subject to the terms of an executed contract and are required to pay all housing, dining, and mandatory University fees.
  - a) *Fully online enrollment is NOT an exemption or release of contract.*
5. The space may be occupied by the contracting resident. No transfer, assignment or subletting of the license granted by this Contract is permitted. Rooms shall not be occupied by more residents than the room designed to accommodate. Residents may only occupy the space assigned to them and may not occupy multiple spaces in a room, suite, or apartment. An open space may be assigned to a student at any time, so vacant space(s) should be kept clean and clear of any personal items.
6. Occupancy is specifically limited to those persons who have signed this housing contract with the University, and violations of this regulation will result in Student Conduct sanctions and up to immediate termination of this agreement by the University.

D. Students participating in the University early entry program through South Georgia State College (SGSC) in Valdosta are eligible to live on campus in the designated SGSC housing community. SGSC students must adhere to the same contract, policies, and Student Code of Conduct as all other University students.

E. Criminal Background Checks. Valdosta State University and University reserve the right to conduct criminal background checks on Resident to determine Resident's suitability to live in Residence Facility, and Resident consents and agrees that Valdosta State University and University has permission to conduct criminal background checks on Resident.

F. Assignment of Space

1. *The right of occupancy does not include the right to a specific residence hall, room, roommate, or type of accommodation by this Contract.* The University will make housing assignments on behalf of Valdosta State University subject to availability of space. Final determinations on housing assignments are in the sole discretion of University Housing acting on behalf of Valdosta State University. No guarantee of a specific unit space assignment is implied of made.
  - a) *In the event that the space accommodations assigned to the Resident are destroyed or otherwise not available and the University does not furnish other space accommodations, the Contract shall terminate.*
2. Residence hall space is reserved on a first-come, first-served basis. The application completion date is the date in which the Housing application is complete, and the application fee and deposit are paid.

3. Theme Communities: Residents who request and are assigned to live in a theme community agree to abide by any additional policies or community shared values established to facilitate the community. If the resident fails to abide by the theme community agreements, they may be removed from the community/floor/building and assigned to another residential space on campus. Priority will be given to the Theme Community request over roommate and hall preferences. A resident choosing to no longer participate in a Theme Community is not a release from Contract.
  4. Roommates: Roommate requests that are properly submitted in the online application by May 1 will be honored to the best of our ability, dependent on availability. Roommate requests must be mutual and accepted by all residents involved.
  5. Transfer of Space: No transfer or assignment of this Contract or the space assigned to Resident is permitted. Valdosta State University can transfer or assign its interest in this Contract at any time.
- G. Reassignment and Room Changes
1. Reassignment: University Housing reserves the right to change a Resident's assignment for purposes of consolidation, maximization of space and resource utilization, responding to enrollment fluctuations, physical facility problems, establishment of a special interest building, floor, unit, or section, accessibility accommodations, disciplinary reasons, staff changes, emergency evacuation and shelter purposes, and other reasonable purposes determined by the University. Reassignment may be to another building or unit operated or leased by Valdosta State University or University. Notice of such reassignment should be at least 24-hours in advance if possible.
    - a) *For a Resident assigned in Centennial 11.5-month apartment facility, University Housing reserves the right to assign, consolidate, or reassign space (with at least 24 hours notice if possible) over the summer to prepare for the upcoming Fall assignments.*
  2. Room Changes: Room changes may not be made without the approval of the Office of Housing and Residence Life. During the first two-weeks of the semester, a no-room change period is in place. Once the room-change period opens, residents are permitted to request room changes and will be assigned on a first-come, first-available basis. Room changes not authorized by University Housing are a breach of this contract and will result in a fine as shown on the website and posted to Resident's student account.
- H. Housing Accommodations Due to Disabilities or Emotional Support Animals
1. Requesting Accommodations: If requesting accommodation due to a disability (including medical conditions), the requests should be reviewed and approved by the VSU's Access Office for Students with Disabilities. Students planning to apply for accommodation should indicate that option in the Housing portal at time of application. University Housing recommends students work with the Access Office no later than 6 to 8 weeks prior to move-in to allow adequate time for approvals. If a Resident is approved for accommodations, the Access Office will notify University Housing.
  2. Emotional Support Animals can aid in facilitating the independence of some individuals with certain types of disabilities. Therefore, per the Fair Housing Act, the university does provide reasonable and appropriate accommodations for a documented student with a disability for an emotional support animal. Specific requirements and guidelines concerning the appropriate use of and protocols associated with emotional support animals can be found on the University Housing website. Emotional Support Animals are limited to a Resident's room and are not permitted in communal spaces, public residential spaces, and inside other facilities on the University campus.
- I. Entering a Resident Room:
1. Keys and Access Cards: The Resident is issued access to their assigned building, room/suite/apartment through the VSU ID card and key. The Key remains property of University Housing intended for the Resident's use only and should not be duplicated or loaned to another Resident or non-Resident. Residents that lose or do not return keys upon separation from Housing are subject to replacement costs including the full replacement of locks and keys for all Resident's impacted.

2. Right to Enter: The University reserves the right for staff, personnel, agents, and/or contractors 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 the Residence Facility, responding to epidemic or emergency conditions, to reclaim University property, and for any other purpose allowed by University policy. Furthermore, Valdosta State University reserves the right to provide law enforcement officers with access to the Resident's room to conduct a valid search or serve an arrest warrant. The University reserves the right to remove and hold in storage any items deemed hazardous to the building or its occupants (i.e. explosives, firearms, alcohol deemed illegal, chemicals, open flame burning items, hunting bows, weapons, etc.). Health, fire, and safety inspections will occur periodically. Resident is not required to be present at the time of maintenance, inspection, or other entries described in this Contract.
- J. Check-Out Requirements: Resident must meet the following check-out requirements to avoid incurring daily room charges and improper check-out fine:
  1. (i) Resident has moved all personal property from the Residence Facility;
  2. (ii) Resident's assigned space has been cleaned and trash removed by Resident; and
  3. (iii) the proper check-out records, keys, and access card(s) have been returned to authorized University Housing staff.
- K. Personal Property: Neither Valdosta State University nor University Housing is responsible for unclaimed personal property and items left in any part of the Residence Facility 3 (three) business days after checkout or cancellation of this Contract. Items left are deemed abandoned and will be discarded or donated to local charities.

#### IV. USE OF FACILITIES AND RESOURCES

- A. Condition of the Room and Furnishings: The Resident is responsible for the condition of the room and furnishings which are assigned to them and shall reimburse VSU for all damage to or loss of these accommodations and furnishings.
  1. Room Condition Report: Residents will be provided Room Condition Report that includes the inventory for their assigned room upon checking in. Resident will have 48 hours after move-in to inspect the room and furnishings and submit the Room Condition Report to housing staff. Any defects or damage beyond normal wear and tear must be identified by Resident in the Room Condition Report and the University's electronic work order system within this 48-hour period to be considered for exclusion when assessing applicable damage fees upon move-out. After 48 hours, the Room Condition Report will be marked as accepted and complete.
- B. Cleanliness: Students are expected to keep rooms and apartments clean and share equally in the cleanliness of common area spaces, including bathrooms, hallways, lounges, stairways, and laundry rooms. This includes the proper removal of trash and disposal in dumpsters provided outside the residence halls. Residents shall dispose of bedroom trash inside the building nor hang mops, rugs, etc. from windows or railings or place them outside the residence hall rooms or apartments. The Resident shall reimburse the University for all cleaning costs more than normal cleaning costs if staff is required, at the University's sole discretion, to clean the assigned space.
  1. Should a shared space in a Resident's assigned room/suite/apartment become vacant, the space may be professionally cleaned and sanitized by University Housing contractors to prepare for a new Resident. If the current Resident(s) fails to maintain this cleaned condition prior to the new Resident moving in, the current Resident(s) will pay an excess cleaning charge for all bedroom spaces, bathrooms, and in-suite/apartment shared living spaces up to \$200 per occurrence.
- C. Maintenance: The resident is responsible for the care and condition of the assigned space. The resident is expected to submit a work order for any routine maintenance and repair needs. The Resident is expected to contact University Housing officials immediately if maintenance needs are an emergency by having immediate compounding impact on the residential facility (i.e. leaks, floods, fire, impact on Resident safety). The Resident shall be liable for increased repair costs due to failure to report conditions in need of repair.
- D. Damages: The resident is responsible for using all University property in a safe, responsible manner and shall be responsible for damages to, and/or repair and replacement of, University property within their room/suite/apartment except for damage and loss from ordinary wear and tear.

1. The University, at its sole discretion, shall determine the amount of any costs for cleaning, loss or damage and shall notify the resident of any such charges. Payment is due upon such notification. Failure to pay assessment will result in the forfeiture of the deposit and/or a hold on the resident's registration, graduation, or issuance of transcript.

No existing furniture shall be removed from the Resident's space unless by University Housing.

**Disposal of Grease.** Cooking grease is forbidden to be poured down sinks, toilets or thrown outside on the grounds and must be properly disposed.

E. **Conduct and Responsibly:** University Housing will take every effort to first identify the person(s) allegedly responsible/liable for violating University policies, creating a filthy or unsanitary environment, causing furniture and equipment repair/replacement, and/or property damages in excess of normal wear and tear.

1. When the University determines that it is unable to assign responsibility/liability for such situations, the Resident shall share equally with other hall/unit/suite residents the cost of cleaning, repair or replacement of any University property in common areas of the residence hall/unit/suite including, but not limited to, hallways, lounges, bathrooms, and laundry rooms.

F. **Fire Alarms and Fire Drills:** The resident agrees to evacuate the building during a fire alarm, including scheduled fire drills. Fire drills will be held once per semester at the direction of VSU Environmental and Occupational Safety. Failure to evacuate during a fire drill could result in a fine and/or student disciplinary action.

G. **Restricted Residential Items:** The use of hotplates, space heaters, or window air conditioning units is strictly forbidden. The University reserves the right to remove any unauthorized or dangerous electrical item. No TV antennas or dishes are permitted outside the residence hall rooms or apartments. In addition to other disciplinary actions, residents may be required to remove stereos, musical instruments, or other audio implication devices from their room. Darts and dart boards are not allowed in the residence halls. This is not intended to be a complete list of items not permitted in the residence halls. Please visit the Housing and Residence Life website for an up-to-date list of restricted items.

**Pets:** No pets (except non-carnivorous fish) are allowed in the residence halls unless and approved and registered Emotional Support Animal. If a resident is found to have an unauthorized pet in their assigned housing unit, they will be subject to an unauthorized pet charge and have no longer than 24 hours to remove the pet or the pet will be transferred to Animal Control or appropriate officials.

1. **Bed Adjustments:** All beds will be set to a standard height prior to move-in and bed adjustments will begin after the 2nd week of classes by Housing staff. Residents are not permitted to adjust beds on their own.
2. **Lofting:** Prior to having a bed lofted, students must complete a work order and sign a release in the Housing Office to accept or decline the installation of a safety rail. Beds in Centennial, Georgia, and Hopper will not be lofted due to ceiling fans.

**Bathrooms:** All bathrooms in the Residence Halls are intended for single occupancy use only. At no time should more than one Resident occupy a bathroom.

**Guests and Visitors:** Resident will be responsible in all matters regarding this Contract for the conduct of anyone Resident invites or permits to enter the Residence Facility or its grounds. Any violation of the provisions of this Contract by such a person will be attributed to the Resident and will be grounds for cancellation of this Contract by University on behalf of Valdosta State University, as well as grounds for discipline of Resident by University through its disciplinary process. Additional policies regarding guests and visitation may be set for Residents in each residential facility, hall/floor, or even room.

H. **Mail Post Office Box:** Each Resident will be assigned a campus PO Box.

I. **Sales, Solicitation, and Services:** Sales, Solicitations and Services in any form within the Residence Facility are prohibited unless specifically authorized in writing by University's Director of Housing or his/her designee. Resident will not allow any person to conduct sales, demonstrations, or presentations of any product or dispense any services in Resident's assigned space or in the Residence Facility without the prior written permission of University's Director of Housing or his/her designee.

J. Tobacco and Smoke-Free Campus: The University System of Georgia Properties, including Valdosta State University and its owned and leased/operated facilities are tobacco and smoke-free locations. The use of all forms of Tobacco Products on USG Properties is expressly prohibited. Further, the advertising, sale, or free sampling of Tobacco Products on USG Properties is prohibited unless specifically approved for research purposes. All events hosted by a USG entity and by outside groups on behalf of the USG shall be tobacco-free. "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. This definition also includes any smoking devices for any purpose which create an aerosol or vapor or the use of any oral smoking device which might circumvent the prohibition of smoking in this policy.

K. Emergency Contact Information: Resident must complete and provide to University an emergency contact information form provided by University Housing.

L. Residence Life Programs Assumption of Risk: Programs, activities and workshops may involve risks of injury, property damage and other dangers associated with participation in such activities. Dangers peculiar to such activities include, but are not limited to: Hypothermia, broken bones, strains, sprains, bruises, drowning, concussion, heart attack and heat exhaustion. If the Student chooses to participate in any Residence Life Program, he/she understands and realizes that there are inherent risks, hazards and dangers involved including the training, preparation for, and travel to and from such activities. It is the responsibility of each participant to engage only in those activities and programs for which he/she has the prerequisite skills, qualifications, preparation and training. Valdosta State University does not warrant or guarantee in any respect the competency or mental or physical condition of any trip leader, vehicle driver, instructor, or individual participant in any athletic, recreational, adventure program or workshop. By choosing to participate in programs and activities sponsored by Valdosta State University Housing and Residence Life, the Resident understands and accept the risks and damages associated with said participation. 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. Meningococcal Disease: Pursuant to legislation enacted in 2003, by statute, O.C.G.A. 31 - 12 - 3.2 requires that all students living in campus housing be informed of the risks and issues regarding meningococcal disease. Meningitis is an infection of the fluid of a person's spinal cord and brain. The two major types are viral and bacterial. Meningococcal disease is a contagious, but largely preventable infection of the spinal cord fluid and the fluid that surrounds the brain. Meningococcal disease is a serious condition that can lead to death within only a few hours of onset; one in ten cases is fatal, and one in seven survivors of the disease is left with severe disabilities, such as the loss of a limb, mental retardation, paralysis, deafness or seizures. Scientific evidence suggests that college students living in dormitory facilities are at a moderately increased risk of contracting meningococcal disease and immunization against meningococcal disease will decrease the risk of the disease. Therefore, by electronic signature of this contract, the Resident acknowledges receipt of the information about meningococcal disease.

## V. FEES, PAYMENTS, AND REFUNDS

A. Application Fee and Deposit: A nonrefundable Housing Application Fee and a \$150 Deposit must be submitted to complete this application and accept the terms of this agreement to live on campus. The \$100 application payment is a one-time fee, cannot be applied to the payment of room charges, and cannot be transferred to another resident. Students who are re-applying for university housing, have previously lived on campus, and the deposit has not been returned are not required to pay a new application fee or deposit. Students re-applying for University Housing, have lived on campus, and whose deposit has been returned will be required to pay a new application fee and/or deposit. Responsibility to show proof of payment of the application fee rests with the resident.

B. Housing Fee Payment: Resident agrees to pay Valdosta State University a Housing Fee in accordance with the provisions of this Contract. The University Housing fee rates can be found on the Valdosta State University Housing website once approved by the University System of Georgia Board of Regents each Spring. The Housing Fee is payable on a per-semester basis and the student's fee balance must:

1. be paid in full by the University's Tuition and Fee Payment Deadline each semester; or
2. covered by an approved University payment plan, such as NelNet; or

3. be secured through Financial Aid grant / scholarship / Athletics or Veteran Affairs.

If neither of the three conditions are true, you agree to forfeit your room assignment and you understand that you may not be reassigned to your original assignment. In such a case, the status of your housing assignment will move to a Pending Assignment status until you pay 100% of the Housing Fee or have arrangements made through options listed above. Reassignments for students who subsequently pay 100% of their housing fees will occur until all housing vacancies are filled.

4. Failure to Pay Housing Fee by University's Fall and Summer Semester Final Fee Payment

Deadline: If Resident does not pay the Housing Fee by the University's Final Fee Payment Deadline, Resident will be auto-cancelled and must reapply to live on campus for any subsequent semester. The contract cancellation fee will be applied to the student account.

5. Failure to Pay Housing Fee by University's Spring Semester Final Fee Payment Deadline: If

Resident does not pay the Housing Fee by the University's Final Fee Payment Deadline, the Resident will be required to move out from University Housing and must reapply to live on campus for any subsequent semester. A per night fee and a contract cancellation fee will be added to the student account. The per-night fee will begin on the date of fall semester closing though receipt of resident's keys.

6. Guarantor: If Resident is under age 18, the undersigned parent, guardian, or other guarantor ("Guarantor") agrees to guarantee payment in full to Valdosta State University and/or University Housing (as the case may be) the Housing Fee and all other charges attributable to Resident per the terms of this Contract. 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. Valdosta State University and University Housing will not enter into this Contract or any other Contract with Resident unless Guarantor agrees to guarantee payment.

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

8. Failure to Pay Fees: The undersigned Student understands that failure to satisfy his/her financial obligations may result in penalties, including, but not limited to course schedule and housing contract cancellation, room forfeiture, eviction, the withholding of registration, late/cancellation fees, referral to collection agency, and/or the refusal to issue transcripts or diploma. The Student understands and agrees that he/she shall reimburse Valdosta State University for all costs incurred by Valdosta State University (or any entity acting on Valdosta State University's behalf) in any action for collection of sums due hereunder, including, but not limited to, court costs, collection agency fees, attorney's fees, interest fees and any other related fees. Failure of Valdosta State University to enforce or pursue any of its rights hereunder shall not act as a waiver of that right or any other right to later exercise any right or enforce any remedy which it may have at law and/or equity. Resident understands and agrees that University may apply any sum that would otherwise be returned to Resident under this Contract to any amounts past-due by Resident to Valdosta State 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 Valdosta State University 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 at a maximum of 33.3% of the amount owed and all costs and expenses of collection, including reasonable attorneys' fees Provider incurs in any collection efforts.

- C. Appeal of Charges: The Resident may contest or appeal charges in writing to University Housing to include name, student ID, and an explanation of charges to be removed. All appeals for charges must be received within 30 days of the damage billing communication.

1. Residents electing "Express Check-Out" opt out of appealing damages.
2. Failure to pay assessed charges will result in the forfeiture of the deposit and/or a hold on the resident's registration, graduation, or issuance of transcript.

Refunds: A Student who officially requests cancellation of this contract may qualify for a partial refund of paid room fees based on the official checkout date in accordance with the cancellation provisions of this contract and Contract Cancellation Fee Schedule.

3. A Student who vacates their assigned room during the semester without an official residency release (approved cancellation) and fails to officially check out of the room with the residence life staff will be assessed additional, associated fee penalties.



4. A resident who forfeits the privilege to live in the residence halls and is asked to vacate the room due to disciplinary action is not eligible for a refund of any portion of the housing bill or their deposit.
5. No refunds will be issued for cancellations at and after semester mid-term.

VI. CONTRACT CANCELLATION AND FORFEITURE BY RESIDENT

A. Cancellation of this contract does not constitute withdrawal from VSU. To cancel this Contract, Resident must submit a completed Housing Cancellation Form available at the University Housing.

1. Cancellation: Resident may cancel their Housing Contract without cancellation charges upon submission of supporting or sufficient documentation, as determined by the university, evidencing one of the following occurrences during the Term:

- a) *Graduation;*
- b) *Call to active military duty;*
- c) *Marriage;*
- d) *Birth of a Resident's child;*
- e) *Pregnancy;*
- f) *Enrollment in a University-sponsored study abroad program or affiliated academic internship;*
- g) *Approved medical withdrawal from the University; or*
- h) *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 and/or move out.

B. First-Year Live On Exemption: First-year students attending the University are required to live on-campus unless applying for and are granted an exemption from the First-Year Live On Requirement. Resident must submit a completed First-Year Live On Exemption Form available at the University Housing.

1. Dual enrollment and other prior college credits earned while attending high-school do not exempt a student from the First-Year Live On Requirement.

C. Fully Online Enrollment: Students enrolled in a complete online schedule are still subject to the terms of an executed contract and must pay all housing, dining, and mandatory University fees.

1. Fully online enrollment is NOT an exemption or release of contract.

D. All Other Cancellation Requests: All other requests for cancellation, by receiving an approved Housing Cancellation Form, are subject to the following:

Fall	By July 1	A non-refundable \$250 fee is assessed. If applicable, additional housing charges will be assessed on a pro-rated basis for each day the resident occupied the space. Housing deposit will be refunded minus any damages, loss key charges, or past due balance.
Fall	July 1 or after	A non-refundable \$500 fee is assessed. If applicable, additional housing charges will be assessed on a pro-rated basis for each day the resident occupied the space. Housing deposit will be refunded minus any damages, loss key charges, or past due balance.
Spring (only)	By December 1	A non-refundable \$250 fee is assessed. If applicable, additional housing charges will be assessed on a pro-rated basis for each day the resident occupied the space. Housing deposit will be refunded minus any damages, loss key charges, or past due balance.
Spring (only)	December 1 or after	A non-refundable \$500 fee is assessed. If applicable, additional housing charges will be assessed on a pro-rated basis for each day the resident occupied the space. Housing deposit will be refunded minus any damages, loss key charges, or past due balance.
Summer	By May 1	A non-refundable \$250 fee is assessed. If applicable, additional housing charges will be assessed on a pro-rated basis for each day the resident occupied the space. Housing deposit will be refunded minus any damages, loss key charges, or past due balance.
Summer	May 1 or after	A non-refundable \$500 fee is assessed. If applicable, additional housing charges will be assessed on a pro-rated basis for each day the resident occupied the space. Housing deposit will be refunded minus any damages, loss key charges, or past due balance.

## VII. CONTRACT CANCELLATION BY VALDOSTA STATE UNIVERSITY

A. For Cause: The occurrence of any of the following events by Resident will constitute a breach of this Contract for which University Housing on behalf of Valdosta State University may cancel this Contract for cause and take immediate possession of the room upon written notice to Resident:

1. Violation of any term or provision of this Contract, including but not limited to failure to pay all applicable fees when due; this may result in a "Hold" being placed on the Student's official transcript and will prevent subsequent registration at Valdosta State University.
2. Failure to enroll for a minimum part-time credit hours unless written permission is given by Director of University of Housing (or designee) is granted.
3. Violation of Residence Facility policies and procedures as outlined in the Guide
4. Failure to respect the rights of others through the creation of loud noise, obnoxious odor or other sensory disturbance that interferes with the quiet and peaceful enjoyment of the residential facility/apartment environment. Loud noise will include excessive volume of radio, musical instruments, televisions, stereos, other amplified sound equipment, voices, etc.
5. Behavior that has a negative impact on the living and learning environment of the residential facility/apartments.
6. Destruction of the residential facility/apartment suite furnishings and/or Valdosta State University property.
7. A. Refusal to comply with the direction of Valdosta State University Housing Office staff or their appointed agents, including Residence Life staff acting in accordance with their duties and responsibilities.
8. False statements or misrepresentations made by the Resident in connection with this Contract.
9. Violation of University's Student Code of Conduct; or Georgia Board of Regents policies;
10. Violation of any state, local, or University drug or alcohol policy;
11. Violation of any applicable law, rule, or regulation;
12. Endangerment of the health and safety of the residential community of the Residence Facility;
13. Damage from fire, smoke, flood or other causes making the room or apartment uninhabitable or unsafe.
14. Academic suspension or dismissal by Valdosta State University;
15. Disciplinary suspension or dismissal by Valdosta State University;

B. Upon Resident's breach of this Contract, University Housing will deliver written notice of cancellation of this Contract 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 Valdosta State University pursuant to this paragraph will not release Resident from the obligation to pay all fees under this Contract for the entire Term and Resident will not receive a refund of any portion of the Housing Fees or other applicable fees because of the cancellation. Resident's obligation to pay all applicable fees due under this Contract for the Term will survive cancellation of this Contract for cause.

## VIII. INDEMNIFICATION, ACKNOWLEDGEMENT, AND RELEASE

A. Acknowledgement and Release: Resident acknowledges and agrees that neither Valdosta State University nor University Housing 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 Valdosta State University will not 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. Surveillance Cameras: Valdosta State University uses surveillance cameras throughout the University Housing public areas. In accordance with Georgia Code O.C.G.A. § 16-11-62. The purpose of the surveillance is to promote safety and security by deterring crime. The cameras do not record sound and comply with the code.

- C. Indemnification and Release: Resident (and Guarantor, if Resident is under age 18) agrees to indemnify and hold harmless Valdosta State University, University Housing, 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 Housing or Valdosta State University) unless such injury is caused by the negligence or intentional misconduct of Valdosta State University, University Housing, or their respective agents. Resident (and Guarantor, if Resident is under age 18) hereby release and forever discharge harmless Valdosta State University, University Housing, 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 Contract and the use of the Residence Facility.
- D. Insurance: Resident is strongly encouraged to purchase and maintain appropriate renter's insurance, as well as health, accident and personal liability insurance.

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Signature of Applicant

Date

Signature of Guarantor

Date

*\*If applicant is under the age of 18.*