



VALDOSTA STATE UNIVERSITY RESIDENCE HALL CONTRACT

ACADEMIC YEAR 20__ - 20__

***** For reference only. Once you have been accepted by the University, a contract and application will be mailed. *****

PLEASE READ AND SIGN BOTH CONTRACTS. RETURN THE CONTRACT LABELED "UNIVERSITY" WITH THE APPLICATION, APPLICATION FEE AND RESERVATION FEE. KEEP THE CONTRACT LABELED "STUDENT" FOR YOUR RECORDS. NOTE: Execution of this contract does not guarantee that space will be available in the residence halls. Students for whom space is not available will be assigned to a waiting list and will be notified when space becomes available. Priority will be given to full-time students. This contract, made and entered into this _____ day of _____, 20____, by and between Valdosta State University, hereinafter identified as University or VSU and (Name of student, please print):

Last _____ First _____ Middle _____
hereinafter identified as student or resident.

WITNESSETH

WHEREAS, in signing this contract the student has made application for living accommodations, room and board included in the University residence halls and whereas, the University has assigned such accommodations to the student in the University residence halls for the academic year or any remaining parts thereof, unless otherwise stated, exempting Acts of God, Strike, Natural Disasters and/or occurrences not under the control of VSU. Now therefore the University and student agree as follows:

I. ELIGIBILITY

- A.** Valdosta State University cannot make a housing assignment until the student has been officially accepted by the University.
- B.** Effective Fall 2003, and until further notice, students will no longer be required to live on campus.
- C.** Occupancy of university housing facilities is contingent upon the exhibition of behavior which is compatible with maintenance of order and propriety.
- D.** Occupancy is specifically limited to those persons who have signed this contract with the University, and violations of this regulation will result in immediate termination of this agreement by the University.

II. PERIOD OF CONTRACT

A. Because Valdosta State University must operate its residence halls on an annual basis, the contract is for the full academic year (Fall and Spring semesters) or remaining portion of the academic year. Thus the student and his/her parent or legal guardian agree that once the housing application, contract, application fee and reservation fee have been accepted by Valdosta State University, the student will live in the university residence halls and will pay all residence hall fees during the period of the contract. Students who graduate or withdraw from Valdosta State University before completion of the academic year may be released from the contract, subject to the terms below, by notifying the Office of Housing and Residence Life in writing of their change in status.

B. A space will be held for a student upon the receipt of a completed application, contract, \$25 nonrefundable application fee and \$300 reservation fee. Note that the \$25 is not applicable to the payment of room charges, but is a one-time fee. The application fee is not transferable to another student. Continuing students are not required to pay a new application fee each time they reapply for campus housing. Responsibility to show proof of payment of the application fee rests with the student.

C. A reservation fee of \$300 is due at time of application. The reservation fee will serve to hold a space if space is still available. If the Office of Housing and Residence Life is unable to make an on-campus housing assignment then the \$300 reservation fee will be refunded to the student's account and the student will be placed on a waiting list. The reservation fee will be due when the student is notified of an available space. If a student does not break the housing contract, the reservation fee is applied to the student's Spring semester fees. The reservation fee is not refunded if the student fails to occupy the room as stated in Section XIII paragraph C.

D. No transfer of contract is permitted.

E. Students contracting for housing prior to the first day of the term will be held responsible for payment for the entire term regardless of when they check in.

F. During the breaks between semesters, Thanksgiving break and Spring break, housing and food service are not provided as a part of this contract.

G. Summer term is a separate contract period. Students desiring housing during the summer term must complete an additional contract.

III. ASSIGNMENT OF SPACE

A. Students should note that residence hall space is reserved on a first-come first-served basis. The date on which all the paperwork is received and all the fees are paid in the Office of Housing and Residence Life will establish priority for room assignment.

B. Subject to the availability of space, the University will assign accommodations according to student preferences and without regard to race, religion, color, or national origin. The University does not guarantee assignment in a specific building or with a specific roommate.

C. Roommate requests are granted when space is available and the request is mutual. The University reserves the right to assign or reassign space (with 24 hours notice) for the benefit of an individual student, living unit, or to accommodate changes in occupancy patterns.

D. Students who request and are assigned to live on a special interest floor agree to abide by any additional policies necessary to maintain the desired environment. If the

student fails to abide by the special interest floor agreement, they may be removed from the floor and assigned to another room on campus.

E. Apartment style rooms are reserved for upperclassmen and are awarded according to a point system. Points are determined based on class standing, GPA, and semesters lived on campus. Students interested in the apartment option must fill out an interest card with the Housing and Residence Life office in order to be considered.

F. The University reserves the right to refuse housing to any student who is delinquent in the payment of bills to the University, who has demonstrated an unwillingness to abide by the University Student Code of Ethics and Conduct or published Housing and Residence Life Rules and Regulations, or who exhibits behavior which is incompatible with the maintenance of order and propriety in the residence halls.

IV. SPECIAL NEEDS

If special accommodations are needed under the Americans with Disabilities Act, a letter of explanation from the Valdosta State University Office of Special Services needs to be attached to this contract. Requests for special accommodations must be received at least four months prior to anticipated occupancy.

V. BOARD (Meal Plan)

A. All residents are required to sign up for one of the designated board (meal) plans. Food service is provided to the individual resident who will be required to show appropriate identification before receiving each meal. Food service privileges are nontransferable in part or in whole. Students will be required to sign a board plan contract once they have selected their individual board plan. Students are not allowed to cook except in designated kitchen areas.

B. Students residing in apartment style housing are not required to sign up for a board (meal) plan.

VI. VACATION PERIODS

Typically, most residence halls are closed during Thanksgiving and Spring breaks as well as between semesters. Students do not need to move their belongings out for this periods; however, they are responsible for their own housing during these periods. In addition, the University cannot supply storage for students' personal belongings between spring and summer or summer and fall semesters. Please note that the University does provide a designated residence hall(s) which is open year round, to provide housing for international students and other residents who may have a need to stay during vacation periods. There are additional charges for residing during designated vacation periods and only residents of the designated hall are insured of a space during the vacation periods.

VII. RESPONSIBILITY FOR DAMAGE

The student is responsible for the condition of the room and furnishings which are assigned to him/her and shall reimburse the University for all damage to or loss of these accommodations and furnishings. Residents of a hall may also be required to share the expense of repair or replacement of any property or cleaning in areas commonly used by the residents. Charges will be assessed against the student by the University and must be paid promptly. The University at its sole discretion shall make determination of the amount of such loss or damage. Failure to pay assessment will result in a hold on the student's registration, graduation, or issuance of transcript.

VIII. ENTERING A STUDENT ROOM

The University reserves the right to enter student rooms for the right of inspection, improvement or repairs, to evaluate conditions that could affect the health or safety of residents, or to control the rooms in the event of an epidemic or emergency or for any other purpose in accordance with University policy. The student is not required to be present at the time of the inspection. Inspection will occur on at least a monthly basis.

IX. PAYMENT OF CHARGES

The student agrees to pay room and board fees and other properly billed charges at the time scheduled by the University. Failure to pay will result in the student's name being placed in the University debt file, which prohibits further enrollment, issuance of transcripts and other records, and may cause the student to be withdrawn from the University and to be immediately removed from student housing. For students withdrawing from the University, room and board charges will be prorated according to the schedule in the current term's schedule of classes. House fees and Post Office box charges will not be prorated or refunded.

X. GUESTS

During examination periods, only Valdosta State University students will be allowed as guests. Each guest must be registered with the Residence Hall Director or the Resident Assistant on duty. All guests are subject to the rules and regulations of the University during their stay. Residents are responsible for the conduct of their guests. Once classes have begun, family members of the opposite sex will be considered visitors and must adhere to visitation procedures.

XI. UNIVERSITY 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 to items 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 insurance to cover such losses. The University requires that all residence hall students pay the student health fees.

XII. TERMINATION BY THE STUDENT

Note: Cancellation of this contract does not constitute withdrawal from the University.

- A.** Failure to pay the \$300.00 reservation fee will result in the termination of this agreement.
- B.** In accordance with the schedule below, a student may choose to cancel this agreement and receive a prorated portion of the reservation fee. The refund schedule is in effect regardless of when the student pays the reservation fee. After occupancy, no portion of the reservation fee will be refunded.
- C.** For Fall semester: On or before to June 30, full refund. Between July 1 and July 15, \$200 refund. Between July 16 and August 1, \$100 refund. After August 1, no portion of the reservation fee will be refunded.
- D.** For Spring Semester (new residents only): Prior to September 30, full refund. Between October 1 and October 31, \$200 refund. Between November 1 and November 30, \$100 refund. After December 1, no portion of the reservation fee will be refunded.
- E.** A student may cancel the contract because of injury or illness which necessitates withdrawal from the University or because of marriage. If the student cancels the contract due to reasons indicated above before the Spring semester, the \$300 will be refunded if

no other financial obligations to the University exist. If other financial obligations exist, the \$300 may be applied towards those obligations.

F. A student who must fulfill student internships, participants in the Cooperative Education program, or student teachers whose assignments require residency away from the campus, must comply with the contract during the semester the student is on campus.

G. A resident who forfeits the privilege to live in the residence halls and who is asked to vacate the room as a result of the disciplinary action is not eligible for a refund of that semester's fees or the reservation fee.

H. Any student may as a matter of personal preference buy out of this contract for 30 % of the remaining value of the contract. For students desiring to buy out for Spring semester, a written request to buy out must be made by November 30. Any written request to buy out of the contract must be made to the Office of Housing and Residence Life.

I. Upon termination of contract or withdrawal from the university, the student has 48 hours to vacate their space. Items left in the room after the 48 hour period will be boxed and stored for 30 days. If the items are not claimed within the 30 day period, the items will be given to charity. The student will be charged for packing and storage of the items.

J. Any student who fails to follow proper check-out procedures and/or return the university issued key will be charged.

K. Any refunds or buy-outs will be calculated based on the date the student properly checks-out of the room with university staff.

XIII. TERMINATION BY THE UNIVERSITY

A. The University reserves the right to terminate this contract and take possession of the room at any time for violation of the contract, residence hall policies and procedures, University Student Code of Ethics and Conduct, for reasons of health or safety, for the purpose of renovation or when the resident exhibits behavior which is incompatible with the maintenance of order and propriety in the residence halls.

B. If on the first day of classes, a student does not occupy the assigned space by 9 AM or if notice of delay in arrival is not filed in writing with the Office of Housing and Residence Life by 9 AM, the University reserves the right to assign that space to another student. Please note that the right of cancellation in this situation is reserved exclusively by the University and in no way releases the student from the obligation to pay for a space in the residence hall.

C. A student who fails to occupy the room and remains a VSU student, will be subject to the forfeiture of the reservation fee and the buy-out option as stated in Section XII, Subsection H.

XIV. USE OF FACILITIES

This agreement is not intended to create a usufruct or convey any tenancy or other property interest to the student, the intent being instead to create a licensor/licensee relationship subject to the terms and conditions stated herein.

A. Upon receipt of a room assignment, this contract guarantees a space (not a particular room) in a residence hall. The University reserves the right to make assignments, reassignments and temporary assignments as considered necessary. Room changes may not be made without the approval of the Residence Hall Director. In the event that the accommodations assigned to the student are destroyed or otherwise not

available and the University does not furnish other accommodations, the contract shall terminate.

B. The student agrees to comply with all Federal and State laws, City ordinances, and University policies and procedures, including those regarding the possession or use of alcoholic beverages and illegal drugs, and agrees that his/her room shall not be used for any purpose contrary to such. Explosives, firearms or other offensive weapons, fireworks and related items are not permitted in the residence halls.

C. The use of hotplates, space heaters, extension cords, 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 action, students may be required to remove stereos, musical instruments, or other audio amplification devices from their room. Darts and dartboards are not allowed in the residence halls. Residents shall not hang mops, rugs, etc from windows or railings or place them outside the residence hall rooms or apartments.

D. Residents are expected to keep rooms and apartments clean. This includes the proper removal of trash from the room/apartment. Trash should not be swept out of doorways or thrown from windows. Facilities for trash disposal are provided outside the residence hall.

E. Each student is issued a key to his/her room. Loss of this key or failure to return the key at the time of checkout will result in a charge of \$25 for a lost key.

F. No pets (with the exception of non-carnivorous fish) are allowed in the residence halls.

G. Sales and solicitations, in any form, including religious solicitation, are prohibited unless authorized in writing by the Office of Business and Finance; door-to-door soliciting, distributing, and/or advertising is prohibited. Students may not allow outside salespersons to conduct any sales, demonstrations, or presentations of a product in their room or in the residence hall without written permission from the Office of Business and Finance.

H. University property, including furnishings, may not be moved from the assigned area within the residence hall without authorization from the Office of Housing and Residence Life. Water filled furniture will not be permitted. Students will be held responsible for the condition of their room and must pay for any damages to University property. The University reserves the right to determine the amount of the damages and make repairs.

I. The University has specific policies regarding check-in, room change, and checkout. Failure to comply with these policies will result in fines being levied against the student.

J. Occupants will be assigned a post office box at the University Union. No mail will be delivered directly to resident rooms/apartments.

XV. GENERAL

A. The Office of Business and Finance must approve any exception to this contract in writing.

B. Students who contract for University housing are expected to fulfill all provisions of this agreement, and failure to do so will result in the withholding of the student's grades, transcripts, and registration. If any Section or Subsection of this contract is ruled to be illegal or invalid, this will not affect the validity of enforcement of the remainder of the

provision of the contract. If the student is under 18 years of age, the parents or legal guardian will become a party to this contract and will sign as evidence of accepting this responsibility.

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