



# Residence Hall Summer 2021 Contract

## Housing and Residence Life

Address 1500 N Patterson St. • Valdosta, GA 31698-0400

Phone 229 333-5920 • Fax 229 333-7159

**PLEASE READ AND SIGN THE CONTRACT. KEEP A COPY OF THE CONTRACT FOR YOUR RECORDS. STUDENTS UNDER THE AGE OF 18 ARE REQUIRED TO HAVE THEIR PARENT, GUARDIAN, OR OTHER GUARANTOR ACCEPT THIS CONTRACT ON THEIR BEHALF.**

THIS IS A LEGAL AND BINDING DOCUMENT WITH FINANCIAL OBLIGATIONS. PLEASE READ CAREFULLY BEFORE ACCEPTING.

**NOTE: Execution of this contract does not guarantee that space will be available in the residence halls.**

This contract, made and entered into this day \_\_\_\_\_ of \_\_\_\_\_, 20\_\_\_\_, by and between The Board of Regents of the University System of Georgia by and on behalf of Valdosta State University, hereinafter identified as VSU and (Name or resident, please print):

### WITNESSETH

WHEREAS, in signing this contract the resident has submitted an application for living accommodations, room and board included in VSU residence halls and whereas, VSU has assigned such accommodations to the resident in VSU residence halls for the summer term 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, in consideration of the rents and covenants contained herein, VSU and resident agree as follows:

\*\*CONTRACT COMMITMENT: No term or condition of this VSU Housing Contract can be waived and no statement made by VSU or its agents are considered a waiver of any term or condition of the Contract, whether expressed or implied.

#### I. CONDITIONS OF OCCUPANCY

Occupancy of VSU housing facilities is contingent upon the exhibition of behavior which is compatible with maintenance of order and propriety. Additionally, the following specific requirements must be met:

- A. Occupancy is specifically limited to those persons who have signed this contract with VSU, and violations of this regulation will result in immediate termination of this agreement by VSU. Additionally, students must be enrolled in at least 3 credit hours each Summer semester they wish to live in the residence halls. (This does not apply to students currently in a contract for Centennial Hall.)
- B. VSU cannot make a housing assignment until the resident has been officially accepted by VSU for the Summer or as an Ignite Student.
- C. The space may be occupied only by the contracting resident(s). No transfer, assignment or subletting of the license granted by this Contract is permitted. Rooms are not to be occupied at any time by more residents than the room is designed to accommodate.
- D. VSU agrees to furnish to resident a housing space in accordance with the terms of this Contract. The parties to this Contract do not intend that an estate, a tenancy or other interest in property should or shall pass from VSU 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 VSU and resident be one of licensor and licensee and that the sole right of resident to use his/her assigned housing space as a living unit shall be based upon the license granted in this Contract.

#### II. PERIOD OF CONTRACT

- A. The contract period is for the summer session(s) as designated on the housing application. Thus the resident and his/her parent or legal guardian agree that once the housing application, and contract, have been accepted by VSU, the resident will live in VSU residence halls and will pay all residence hall fees during the period of the contract. Residents who withdraw from VSU before completion of the summer session 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. Residents 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.
- C. Valdosta State University is committed to maintaining a fair and respectful environment for living, working and studying. To that end, and in accordance with federal and state law, Board of Regents' policy, and University policy, the University prohibits any member of the faculty, staff, administration, or student body from discriminating against any other member of the University community because of that person's race, gender, sexual orientation, ethnic or national origin, religion, age, disabled status, or status as a disabled veteran.

#### III. ASSIGNMENT OF SPACE

- A. Residents 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. A space will be held for a resident upon the receipt of completed application, contract, \$100 non-refundable application fee and \$100 deposit. Note that the \$100 is not applicable to the payment of room charges, but is a one-time fee. If a student has already paid this one-time fee for another application, this amount will be waived. The application fee is not transferable to another resident. Continuing residents 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 resident. After completion of the Summer term, and as long as the housing contract was not broken, the \$100 deposit will be applied to a student's Fall balance, if one exists, or refunded to the student if they are not continuing on-campus.
- C. Students living on campus in the Spring prior to the Summer term will be required to pay an additional \$150 deposit before a space will be assigned. This will be refunded back at the end of Summer as long as the contract is not broken and no damages have occurred.
- D. Subject to availability of space, VSU will assign accommodations according to resident preferences without regard to ethnicity, religion, sexual preference, or national origin.
- E. VSU does not guarantee assignment in a specific building or with a specific roommate.
- F. Roommate requests are granted when space is available and the request is mutual.
- G. VSU reserves the right to refuse housing to any resident who is delinquent in the payment of bills to VSU, who has demonstrated an unwillingness to abide by VSU Student Code of Ethics and Conduct or published [Housing and Residence Life Policies and Procedures](#), or who

exhibits behavior which is incompatible with the maintenance of order and propriety in the residence halls.

- H. VSU reserves the right to assign or reassign spaces (with 24 hours notice) for the benefit of an individual resident, living unit, or to accommodate changes in occupancy patterns.

#### IV. HOUSING ACCOMMODATIONS DUE TO DISABILITIES

If housing accommodations are needed under the Americans with Disabilities Act, a letter of explanation from VSU's Access Office for Students with Disabilities shall be attached to this contract. Requests for special accommodations must be received at least one month prior to anticipated occupancy. If the student requires a live-in attendant that cannot be accommodated in one of the existing private rooms, the additional space will require a comparable fee be charged for the Attendant. The attendant must be the same gender, and the attendant must be bonded.

Students who are wishing to register an Emotional Support Animal must also contact the Access Office for approval. Please note that ESAs are only permitted in the Residence Halls and not in classrooms. Once the Access Office has approved an ESA, the student must also meet with Housing and Residence Life prior to the animal being permitted in the buildings. All residents living in the same unit as the ESA must agree to the presence of the ESA. If any resident does not agree, Housing will find a new location for the student with the ESA. Also, please note that a rabies vaccination is required for any ESA and that may limit the age of the ESA. For a full list of required vaccinations/shots for an ESA, please contact Housing.

#### V. BOARD (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 will be required to show appropriate identification before receiving each meal. Food service privileges are nontransferable in part or in whole. Residents will be required to sign a board plan contract once they have selected their individual board plan. Residents are only allowed to cook in designated kitchen areas and when utilizing appliances that have been approved by Housing and Residence Life.

#### VI. VACATION PERIODS

The residence halls are closed between semesters. The University cannot supply storage for residents' personal belongings between spring and summer or summer and fall semesters.

#### VII. RESPONSIBILITY FOR DAMAGE

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. 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 resident by VSU and must be paid promptly. VSU at its sole discretion shall make determination of the amount of such loss or damage. 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.

#### VIII. ENTERING A RESIDENT ROOM

VSU shall at all times during the term of this Contract retain legal ownership and ultimate possession and control of resident's room and/or VSU property assigned to such room. VSU reserves the right to maintain and preserve the residence halls. Resident hereby agrees that housing staff and personnel and/or VSU personnel, agents and contractors may enter resident's room at any time for safety inspection, maintenance, cleaning, inventories, epidemic or emergency, to claim VSU property, pest control, occupancy verification and/or general repair. Resident hereby authorizes VSU personnel to allow access to the resident's room when access is requested by any law enforcement officer possessing a valid search or arrest warrant. VSU reserves the right to remove and hold in storage any items deemed hazardous to the building or its occupants (i.e., explosives, firearms, alcohol, chemicals, open flame burning items, hunting bows, weapons, etc.). In addition to the above, VSU reserves the right to enter resident rooms for any other purpose that is in accordance with VSU policy. The resident is not required to be present at the time of inspection.

#### IX. PAYMENT OF CHARGES

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

**X. GUESTS**

During final exam week at the end of each semester, only VSU students will be allowed as guests. With the exception of final exam week, VSU students or individuals who have reached the age of majority (18 years of age) are permitted as guests. Each guest must be registered with the Office of Housing and Residence Life. All guests are subject to the rules and regulations of VSU during their visit. Residents are responsible for the conduct of their guests. Babysitting services are not permitted. Further, housing space shall not be used for commercial or solicitation purposes.

Overnight guests are not permitted during Summer 2021 as VSU continues to practice social distancing due to COVID-19.

Please see the full guest policy on the Housing and Residence Life website.

**XI. UNIVERSITY LIABILITY**

Although security precautions are taken, VSU 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. Residents or their parents are encouraged to carry appropriate insurance to cover such losses. VSU requires that all residence hall residents pay the student health fees.

**\*\*By statute, Georgia Code Section 31-12 -3.2 requires that all students living in campus housing to be informed of the risks and issues regarding meningococcal disease\*\***

**XII. TERMINATION BY THE RESIDENT**

Note: Cancellation of this contract does not constitute withdrawal from VSU. Residents who withdraw from VSU should notify the Office of Housing and Residence Life by submitting a request for Release from Contract form.

- A. Should a resident withdraw from VSU; this contract may be cancelled. This contract may be cancelled by the resident in the event of marriage, military obligations, official withdrawal from VSU and other reasons determined in the sole discretion of VSU to justify termination of the Contract. If the resident cancels the contract due to reasons indicated above before the start of the Summer I term (Maymester), the \$100 will be refunded if no other financial obligations to VSU exist. If other financial obligations exist, the \$100 may be applied towards those obligations. If a student is contracted for housing for the following Fall semester, the \$100 deposit will be applied towards that amount due.
- B. 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 deposit.
- C. Residents contracting for summer term and canceling after the residence halls officially open for the summer will be charged a minimum of 50% of that term's housing fees. Any written request to buy out of the contract must be made to the Office of Housing and Residence Life.
- D. Upon termination of contract or withdrawal from VSU, the resident has 24 hours to vacate their space. All personal property must be removed within 48 hours after a student withdraws, separates from the university, or after the residence halls close for the summer semester. A room-cleaning/removal charge will be assessed against any student who fails to remove their items or personal property within 48 hours of withdrawal or separation. Personal property left in bedrooms, hallways, stairwells, lounges, and other common areas will be considered abandoned property and will be considered property of Housing and may be donated or discarded. Please reference the [Policies and Procedures](#) page on our website for more details. VSU Housing and Residence Life will not be liable for any items left or abandoned by the residents after the 48-hour period has passed. In consideration of this service, the student agrees to waive any claims against VSU.
- E. Any resident who fails to follow proper check-out procedures and/or return VSU issued key(s) will be charged the appropriate fees.
- F. Any refunds or buy-outs will be calculated based on the date the resident properly checks-out of the room with VSU staff.

**XIII. TERMINATION BY VSU**

- A. VSU reserves the right to terminate this contract, serve the resident with written notice to vacate immediately the premises, and take possession of the space at any time for violation of the contract, residence hall policies and procedures, violation of VSU Code of Ethics and Conduct, noncompliance with rules and regulations of the residence halls, Federal, State and local laws, or VSU policies, for reasons of health or safety, for the purpose of renovation, for false statements or misrepresentation made by the resident in connection with this contract or if 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 resident 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 on the first day of classes, VSU reserves the right to assign that space to another resident. Please note that the right of cancellation in this situation is reserved exclusively by VSU and in no way releases the resident from the obligation to pay for a space in the residence halls.
- C. A resident who fails to occupy the room and remains a VSU student, will be subject to the forfeiture of the deposit and the buy-out option as stated in Section XII.

**XIV. USE OF FACILITIES**

This agreement is not intended to create a usufruct or convey any tenancy or other property interest to the resident, 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. VSU reserves the right to make assignments, reassignments and temporary assignments as considered necessary. Room changes may not be made without the approval of the Office of Housing and Residence Life. In the event that the accommodations assigned to the resident are destroyed or otherwise not available and VSU does not furnish other accommodations, the contract shall terminate.
- B. The resident agrees to comply with all Federal and State laws, City ordinances, and VSU policies and procedures, including but not limited to 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. In addition, the resident agrees to evacuate the building during a fire alarm or any other means of notification in an emergency situation, including but not limited to scheduled fire drills. Fire drills will be held once per semester in conjunction with VSU Environmental and Occupational Safety. Failure to evacuate during a fire drill and/or any other emergency notification could result in a fine of \$100 and/or VSU student disciplinary action(s).
- C. The use of hotplates, space heaters, extension cords, or window air conditioning units is strictly forbidden. VSU reserves the right to remove any unauthorized or dangerous items. No TV antennas or dishes are permitted outside the residence hall rooms. In addition to other disciplinary action, residents may be required to remove stereos, musical instruments, or other audio amplification devices from their room. Darts and dart boards are not allowed in the halls. Residents shall not hang mops, rugs, and the like from windows or railings or place them outside the hall. Hoverboards are not allowed in the residence halls.
- D. Residents are expected to keep rooms clean. This includes the proper removal of trash from the room. Trash should not be swept out of doorways or thrown from windows. Facilities for trash are provided outside the residence hall.
- E. Each resident 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 being assessed for a lost key and/or lock change.
- F. No pets (with the exception of non-carnivorous fish) are allowed in the residence halls. Exemptions can only be approved by the Access Office.
- G. Sales and solicitations, in any form, including religious solicitation, are prohibited unless authorized in writing by the Director of Housing and Residence Life or their designee. Door-to-door soliciting, distributing, and/or advertising is prohibited. Residents 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 Director of Housing and Residence Life or their designee.
- H. VSU 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. Residents will be held responsible for the condition of their room and must pay for any damages to VSU property. VSU reserves the right to determine the amount of the damages and make repairs.
- I. VSU has specific policies regarding check-in, room change, and check-out. Failure to comply with these policies will result in fines being levied against the resident.
- J. Residents will be assigned a post office box on campus.
- K. VSU's is a smoke-free campus. Smoking is not permitted anywhere on campus.
- L. All beds will be set to a non-lofted height prior to move-in and bed lofting will begin after the 2<sup>nd</sup> week of classes by Housing staff. 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. Residents are not permitted to loft beds on their own and bed raisers are not permitted in the halls. Beds in Centennial, Georgia, and Hopper will not be lofted due to ceiling fans.
- M. All bathrooms in the residence halls are intended for single occupant use only. At no time should more than one person occupy any bathroom, stall, or shower stall in the residence halls.

**XV. GENERAL**

- A. Except as otherwise provided herein, any amendment or exception to the Contract must be approved in writing by the Director of Housing and Residence Life. No other statement or action of other VSU representatives shall be construed to waive or modify any provision of this Contract.
- B. Residents who contract for VSU housing are expected to fulfill all provisions of this agreement, and failure to do so will result in the withholding of the resident'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 resident 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.

\_\_\_\_\_  
SIGNATURE OF APPLICANT

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE OF PARENT  
(if applicant is under the age of 18)

\_\_\_\_\_  
DATE