I. ELIGIBILITY
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. VSU cannot make a housing assignment until the resident has been officially accepted by VSU. Full-time VSU students are given priority with housing.
B. The resident must be a VSU student enrolled for at least six credit hours a semester. Note that six credit hours must be located physically at the VSU main or North campus, not in a satellite location or online. Special circumstances may be considered. Dual enrolled high school students are not eligible for housing. Students who drop below 6 hours at any time during the academic year cannot continue in VSU residence halls and as of the time this contract is terminated before the end of the contract period, the student may occupy his/her assigned room for the remainder of the semester.
C. Students receiving permission to live on campus with a completely on-line schedule are still required to pay all mandatory University fees.
D. Students participating in the VSU Entry Program through South Georgia State College are also eligible to live on campus in the designated program building.
E. VSU’s GSGC students must adhere to the same contract and policies as VSU Students.
F. First year students are required to live on campus unless they apply for and are granted an exemption from the Freshman Residency Requirement. The freshman residency exemption forms can be completed and submitted online via the Housing Web page.
G. Occupancy is specifically limited to those persons who have signed this housing contract with VSU; and violations of this regulation will result in immediate termination of this agreement by VSU.
H. 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 shall not be occupied at any time by more residents than the room is designed to accommodate.
I. 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. Because VSU 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, continuing through 24 hours after completion of final regularly scheduled final exam for non-graduating students, and 24 hours after the date of commencement for graduating students. This contract is terminable before the end of the contract period, the student may occupy his/her assigned room no later than 24 hours after the student is notified of the termination. These deadlines may be adjusted at the discretion of the Housing Office.
B. Prior to the start of the commencement ceremony for those graduating, the student must complete the Freshman Residency Exemption form and must be approved prior to the Release of Contract form.
1. The Apartment Lease for Centennial and Converse Halls covers 11 ½ months, consisting of Fall, Spring, and Summer semesters. The Lease ends 24 hours after the start of the commencement ceremony for those graduating.
2. Students not enrolled in Summer classes are still held responsible for the Summer portion of this 11 ½ month contract.
A. A space will be held for a resident upon the receipt of a completed application, contract, $100 nonrefundable application fee and $150 deposit. Note that the $100 is not refundable to payment of room charges, but is a one-time fee. 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.
B. A deposit of $150 is due at time of application. The deposit will serve to hold a space for the contract year if space is still available. If the Office of Housing and Residence Life is unable to make an on-campus housing assignment, then the $150 deposit will be refunded to the resident’s account.
C. As long as a resident does not break the housing contract, the initial deposit shall be applied to all subsequently executed contracts until such time as the resident leaves housing. If the resident graduates or withdraws from VSU and notifies Housing by the deadline (See XII.C), the $150, minus any damage expense, will be refunded if no other financial obligations to VSU exist.
D. 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.
E. Summer term is a separate contract period, for students not in Centennial or Converse Halls. Residents desiring housing during the Summer term must complete an additional contract.
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 the application all the fees are paid in the Office of Housing and Residence Life will establish priority for room assignment.
B. VSU will assign accommodations according to resident preferences without regard to race, gender, sexual orientation, ethnic or national origin, religion, age, disabled status, or status as a disabled veteran.
C. VSU does not guarantee an assignment in a specific building or with a specific roommate. Roommate requests that are properly submitted by May 30th will be honored to the best of our ability, dependent on availability.
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**By statute, Georgia Code Section 31-12-3.2 requires that all students living in campus housing be informed of the risks and issues regarding meningococcal disease**
or its occupants (i.e., explosives, firearms, alcohol deemed illegal, chemicals, open flame burning items, hunting bows, weapons, etc.), VSU reserves the right to enter residence halls for any other purpose 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 specified and agreed to in the Residency agreement. 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 VSU resident housing. Failure to pay fees in a timely manner may result in the resident’s name being sent to collections for non-payment. Withholding of room and board payments must be pre-approved 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 any 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 permitted, provided that students obtain permission from roommates and/or roommates. Overnight guests are limited to 3 nights in a row and no more than 10 nights per semester.

XI. UNIVERSITY LIABILITY

Although security precautions are taken, VSU does not assume any liability and/or 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.

XII. CONTRACT CANCELLATION & DEPOSIT FORFEITURE BY RESIDENT

Note: Cancellation of this contract does not constitute withdrawal from VSU. Residents who wish to cancel their contract must first notify the Office of Housing and Residence Life of their intent to cancel their contract and submit a request for Release from Contract form to be eligible for any return of a portion of rent and/or deposit.

A. First year students must apply for and be granted an exemption from the Office of Housing and Residence Life before the request for Release from Contract will be processed.

B. Should a resident desire to be released from the contract for any reason other than listed below, the resident should submit a contract release form for review by the VA appeals committee.

C. In accordance with the schedule outlined below, a student may choose to cancel this agreement and receive a prorated portion of the deposit. The refund schedule is calculated based on the resident’s move out date.

D. A student who is graduating; transferring; or whose status is deemed illegal by VSU, is not required to remove their personal property from resident housing. The student may cancel their contract an

E. A resident who forfeits the privilege to live in the residence halls and who is asked to vacate the room as a result of disciplinary action is not eligible for a refund of any portion of the resident’s housing deposit. The $100 housing application fee is not refundable.

F. If a request for cancellation is received more than 15 days prior to the date of occupancy, a student may cancel their contract and receive a refund of $75 for the housing deposit. The $100 application fee is not refundable.

G. If a request for cancellation is received less than 15 days prior to the date of occupancy, no portion of the deposit will be refunded.

H. If a request for cancellation is received after the date of occupancy, no portion of the deposit will be refunded and a $100 cancellation fee will be assessed to the student’s account.

I. Should a resident withdraw from VSU, this contract may be cancelled. This contract may be cancelled by the resident in the event of marriage, birth of a child, 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 the deadline. (See above section C.1.)

J. A resident who is graduated, transferring, or leaving the university to fulfill student internships for VSU academic credit, participants in the Cooperative Education program, or student teachers whose assignments necessitate residency away from the campus, must comply with the contract during the semester the resident is on campus.

K. A resident who forfeits the privilege to live in the residence halls and who is asked to vacate the room as a result of disciplinary action is not eligible for a refund of any portion of the resident’s housing deposit.

L. VSU will not be responsible for damage or loss of any personal property not removed within 48 hours after a student withdraws, separates from the university, or after the resident’s halls close for the spring semester. A room-cleaning 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 hallways, stairwells, basements, and other common areas will be considered abandoned property and will be discarded. This may result in charges for removal of property.

M. Any refunds 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 the premises, and take possession of the space at any time after 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 the resident’s behavior which is incompatible with the maintenance of order and propriety in the residence halls.

B. If on the first day of classes of each semester, a resident does not occupy the assigned space by 9 AM or of notice of delay in arrival is not filed in writing with the Office of Housing and Residence Life by 9 AM, the student’s contract is terminated and that space is to another resident. 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 hall.

C. A resident who fails to occupy the room and remains a VSU student, will be subject to the forfeiture of the deposit and is responsible for the full amount of room and board fees.

XIV. USE OF FACILITIES

The University shall grant the student a limited, nonexclusive, nontransferable and revocable license to use and occupy an assigned room in a residence hall in accordance with the within and foregoing terms and conditions.

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, re-assignments 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, 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 those regarding the possession or use of alcohol, tobacco, and firearms. Legal possession of alcoholic beverages does not provide 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 comply with the building fire plans, the fire alarm system and the right to not limited to scheduled fire drills. Fire drills will be held once per semester in conjunction with VSU Emergency Management Occupational Safety. Failure to evacuate during a fire drill could result in a fine and/or student disciplinary action.

C. The use of heptanes, space heaters, extension cords, rackets, or window air conditioning units is strictly forbidden. VSU reserves the right to remove any unauthorized or dangerous electrical. No TV antennas or dishes are permitted outside the residence hall rooms or apartments. In addition to other disciplinary action, resident contracts are required to remove stereo, musical instruments, or other audio amplification devices from their room. Darts and dart boards are not allowed in the residence halls. Residents shall not hang mops, rugs, etc. from windows or railings or place any item 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 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. Failure to return the key will result the student to check out lock key when residents are locked out of their room/unit.

F. No pets (with the exception of non-carnivorous fish) are allowed in the residence halls. Exceptions to this may only be made by the Access Office.

G. Sales and solicitations, in any form, including religious solicitation, are prohibited unless the authority to solicit in writing by the Division of Student Affairs. Door-to-door soliciting, distributing, and/or advertising is prohibited. As all guests must be at least 18 years of age, baby sitting is also not permitted in the residence halls. Residents may not allow unauthorized individuals to contact any sales, demonstrations or solicitations for a product of their room or in the residence hall without written permission from the Division of Student Affairs.

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 checkout. Failure to comply with these policies will result in fines being levied against the resident.

J. Occupants will be assigned a post office box on campus.

K. VSU is tobacco and smoke-free. All rooms and common area spaces in VSU residence halls including hallways, lobbies, and stairwells are tobacco and smoke-free environments.

XV. GENERAL

A. The Division of Student Affairs must approve any exception to this contract in writing.

B. Residents who contract for VSU housing are expected to fulfill all provisions of this agreement. Science and engineering students may result in the withdrawal 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 the remainder of the provisions of the contract. If the resident is under 18 years of age, the parent or legal guardian will become a party to this contract and will sign an acceptance of accepting this responsibility.

C. Valdosta State University is committed to maintaining a fair and respectful environment for all students. The student handbook, flipped to the student handbook, includes a policy on student conduct. This policy applies to any member of the university community because that person’s race, gender, sexual orientation, ethnicity or national origin, religion, age, disabled status, or status as a disabled veteran.