

THE DEADLINE TO SUBMIT THIS CONTRACT IS:

CONTRACT DUE DATE

If the Housing Office does not receive the signed contract by 5 p.m. on the date above, your hall assignment and registration for housing will be canceled. As part of this contract you are obligated to pay the \$200 prepayment by the date above to the Department of University Housing. This contract is for the period listed below. This contract is being offered to you on the basis of your completed registration for a housing space in a University residence hall. **YOU ARE URGED TO READ THIS CONTRACT CAREFULLY.** When this contract is signed and returned to the Housing Office, P.O. Box 8102, Statesboro, GA 30460-8102, it becomes a binding agreement - a contract between you and the University.

STUDENT'S NAME	HALL OF INITIAL ASSIGNMENT	EAGLE ID NO.	HOUSING PREPAYMENT
NAME	EAGLE VILLAGE	900111111	\$200.00
STREET			
CITY, STATE ZIP	8/11/2007 – 5/6/2008	\$4,300	\$2,150
STUDENT'S PERMANENT ADDRESS	PERIOD OF CONTRACT	TOTAL HOUSING FEE	HOUSING FEE PER TERM

You, and, where applicable, your parent, guardian, or other guarantor hereby acknowledge that you have read and agree to each and every provision of this contract.

Signature of Student Date

By _____
Director of University Housing

(Signature of Parent, Guardian, or other Guarantor if student is under 18 years of age) Date

In accordance with Georgia Code Section 31-12-3.2, all students living in university owned housing must EITHER receive a vaccine for bacterial meningitis OR sign a waiver indicating that they have reviewed information about the risks of bacterial meningitis and have already been vaccinated or choose not to be vaccinated. The following is the information you will need in accordance with Georgia Code Section 31-12-3.2. What is Meningococcal disease? (1)Meningococcal disease is a serious disease 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 a severe disability, such as the loss of a limb, mental retardation, paralysis, deafness, or seizures; (2)Meningococcal disease is contagious but a largely preventable infection of the spinal cord fluid and the fluid that surrounds the brain; (3)Scientific evidence suggests that college students living in dormitory facilities are at a moderately increased risk of contracting meningococcal disease; and (4)Immunization against meningococcal disease will decrease the risk of the disease. Students who apply for university housing will not be permitted to submit housing applications or contracts without initialing that they are aware of the risks of bacterial meningitis. Students are encouraged to discuss the vaccination with their family physicians. The vaccination is not required; however, as a courtesy to students, the Georgia Southern University Health Services provides the meningitis vaccine for \$100.00. (Price subject to change)

1. Parties and Agreements

This contract is an agreement between the Board of Regents of the University System of Georgia by and on behalf of Georgia Southern University (hereinafter the "University") and you. If you are under 18 years of age, this contract is also an agreement between the University and your parent, guardian, or other guarantor. In performance of this contract, the University shall not unlawfully discriminate on the basis of race, color, national origin, religion, sex, age, sexual orientation, disability or veteran status. The parties to this agreement, in consideration of the mutual covenants and stipulations set forth herein, agree as follows:

- A. The University shall grant you 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. The parties to this contract do not intend that an estate, a tenancy, or any other interest in property should pass from the University to you nor is it intended that a usufruct be granted to you. Instead, it is the intention of the parties that the relationship between the University and you be that of licensor and licensee and that your sole right to use your assigned room as a living unit shall be based upon the license granted in this contract. The University reserves the right to revoke your license at the discretion of a University judicial hearing officer for any violation of the Student Conduct Code and/or University Housing Regulations:
- B. You agree to pay to the University a housing fee for this housing space and all other charges as provided in this contract.
- C. If you are under 18 years of age, your parent, guardian, or other guarantor agrees to guarantee to the University that you will pay all housing fees and other charges as provided in this contract. The parent, guardian, or other guarantor further agrees that if you for any reason fail to make such payments the parent, guardian, or other guarantor shall make all such payments to the University. This agreement between the University and the parent, guardian, or other guarantor is an undertaking that is separate and distinct from the University's agreement with you.

2. Payment of Housing Fees

The first semester housing prepayment fee of \$200.00 must be received by the Housing Office by the date indicated on the Housing Contract. The signed contract must be received by the Housing Office by 5:00 p.m. on the contract due date. The balance of the first semester housing fee is due to Student Fees by August 13, 2007. Billing information and other student account correspondence will be emailed to your GSU e-mail account on record with the University. The University recognizes email as an official means of communication. Paper copies of bills will not be mailed. Students should check their WINGS account for information about their account, deadlines, and other information. It is the student's responsibility to check his/her WINGS account regularly in order to receive timely billing information.

3. Assignment to Hall and Room

- A. The Department reserves the sole right to make all hall and room assignments and to make any subsequent changes the Department deems advisable or necessary.
- B. Most room assignments are made on a double-occupancy basis; that is, you will be assigned a room with one other person. The University, however, at its sole option, may permit you to pay an additional fee for assignment to a room on a single-occupancy basis as provided in paragraph 3E below. Southern Courtyard, Southern Pines, and Eagle Village units are not available for occupancy by a single person, however each bedroom is single occupancy. Sections 3D, 3E and 3F do not apply to residents of Southern Courtyard, Southern Pines, and Eagle Village.
- C. Smoking is not permitted within any University residence hall including, but not limited to, all student rooms.
- D. If the University makes a single occupancy assignment at your request as outlined in Section 3B, the University will not assign a roommate to you for the contract period. A single occupancy assignment does not entitle you to make any extra set of furnishings or supplies available to another student or a guest. There is no correlation between the amount of the additional fee and the size or furnishings of the room. Once you receive a single-occupancy assignment, you are obligated to pay the additional fee for the entire contract period.
- E. If you request a single-occupancy assignment but space does not become available until after this contract has been submitted, the University will bill you for the additional fee at the time of assignment to the single occupancy space prorated to the date of occupancy.
- F. If you do not request a single occupancy assignment but the University, nevertheless, assigns you to be the sole occupant of a double-occupancy room (as solely designated by the University), you shall pay only the standard housing fee and not the additional fee levied for single occupancy assignments per Section 3E. However, upon the direction of the University, at any time necessary, you shall accept the assignment of another occupant to the room or assignment to another room.

4. Period of Occupancy

- A. Beginning of Occupancy: You are authorized to occupy your assigned room beginning on the date and time designated by the Department as the official opening day for the residence halls. If you fail to occupy your assigned room each semester by 9:00 a.m. on the first day of classes, the University may assign the room to another individual and cancel your space assignment, and will assess appropriate fees as listed in Section 10. If the Housing Office receives, by 5:00 p.m. on the day immediately preceding the first day of classes, written notification that your arrival will be delayed, the University will, within reason, attempt to hold the original assignment for you.
- B. Termination of Occupancy: (1) You may continue to occupy your assigned room for 24 hours after completion of your last scheduled examination or until 12:00 noon on the day immediately following the last scheduled examination according to the official University calendar, whichever is earlier. (2) If this contract is terminated before the end of the contract period, you may occupy his/her assigned room no later than 24 hours after you are notified of the termination.
- C. Holidays and Break Periods Between/During Semesters: The residence halls are open to students during the Thanksgiving and Spring Break periods. This contract does not provide for housing between the end of the Fall Semester and the beginning of Spring Semester except for students living in Southern Courtyard and Southern Pines.

5. Assignability of Contract

This residence hall contract may not be assigned or otherwise transferred, nor may your space be occupied or controlled by another person or entity.

6. Care of Space, Room, and Hall

You are responsible for the condition of your room and all furnishings that are assigned to you, and you shall reimburse the University for all damage to the room and damage to or loss of the furnishings, except for ordinary wear and tear. You are also responsible for maintaining the cleanliness of your room, and you shall reimburse the University for all cleaning costs in excess of normal cleaning costs if staff is required, at the University's sole discretion, to clean the room. You will also be required to share equally with other hall/unit/suite residents the cost of repair or replacement of any University property in common areas of the residence hall/unit/suite, including but not limited to hallways and lounges, when the University determines that it is unable to assign liability for such damage or loss. The University, at its sole discretion, shall determine the amount of any such loss or damage. The University shall notify the student of any such charges, and payment is due upon such notification.

7. Right of Entry

The University reserves the right to enter your room to inspect, verify occupancy, make improvements or repairs, claim University property, or control the room in the event of an epidemic or emergency, or for any other purpose related to the proper maintenance or operation of the residence halls.

8. Limitation of Liability

Although precautions are taken to maintain security of the University campus, the University does not assume any liability for injury to persons (including death) or loss of or damage to items of personal property which may occur in its buildings or on its grounds prior to, during, or subsequent to the contract period. You and your parent, guardian, or other guarantor are encouraged to carry appropriate insurance to cover such losses.

9. Termination of Contract

The terms and conditions for terminating this contract are stated below according to the enrollment status of the student during the contract period. Once a contract is signed and returned, you are obligated to all conditions and financial costs for the entire term of the contract as long as they remain enrolled at Georgia Southern University.

- A. Students not enrolled for classes at Georgia Southern University during the contract period:
 1. If, after the Housing Office has received the signed contract but before the first day of classes for the semester of the contract period, the Housing Office receives from you written notification of your desire to terminate the contract and if you do not enroll in the University for that semester, this contract shall terminate upon verification of your non-enrollment. If notification is received in the Housing Office by August 1st, you will be eligible for a \$100 refund of your prepayment. If notification is received in the Housing Office after August 1, no portion of your prepayment will be refunded.
 2. If the University cancels your enrollment at the University (except for cancellations arising from a judicial action) this contract shall be terminated, and the University shall refund to you all housing fees you have paid less any charges for days occupying a residence hall space.
 3. In any event, the application fee is non-refundable.
- B. Students who remain enrolled at Georgia Southern University during the contract period are held to the terms of the contract. If you vacate your room and formally check out, the University may, at its sole discretion, reassign that space to another student.
- C. If your housing contract is cancelled as the result of a judicial action:
 1. You must vacate your assigned room within 24 hours of notification by the University of the cancellation or by the date indicated by the hearing officer,
 2. No portion of the current semester's housing fees will be refunded, and
 3. If removed during the Fall Semester, you will also be charged 50% of the Spring Housing charges.
- D. If you choose to withdraw from the University during the contract period for any reason (except as described below), this contract shall terminate immediately upon the Department's verification of withdrawal. You must vacate your assigned room no later than 24 hours after your withdrawal is verified.
- E. Students who withdraw from the University after October 15 (Fall Semester) or March 15 (Spring Semester) are not eligible for a refund of any part of that semester's housing fees.
- F. If you medically withdraw from the University, and provide documentation from the registrar's office, you will be charged the daily rate until the day you check out of the hall.
- G. Upon written notification that you will vacate your housing space early due to completion of graduation requirements or to participate in a University cooperative education, study abroad, or practice teaching program and that you will not return before the end of the contract period, this contract shall terminate upon the completion of the last semester of residence and the University's verification of the matters asserted in your notification.
 1. Notification must be received by the Housing Office by November 1 of the Fall Semester immediately proceeding the cancelled term.
 2. Students who provide notification from November 2 – December 1 will be assessed a \$100 contract cancellation fee.
 3. Students who provide notification December 2 up to the first day of the Spring Semester will be assessed a \$200 contract cancellation fee.

10. Remedies

Your breach of any of the obligations established by this contract authorizes the University to use any remedy available by law or in equity. Additionally, if you or your parent, guardian, or other guarantor fail to pay housing fees or other charges as required by this contract, the University is authorized to use any or all of the following remedies: termination of this contract; removal of you and your belongings from University housing; cancellation of your enrollment at the University; and withholding your transcript of grades, diploma, or other records maintained by the University. The University's failure to enforce at any time any of the provisions of this contract, or its failure to utilize any remedy which is authorized herein, shall in no way be construed as a waiver of such rights or in any way affect the validity of this contract or any part hereof or the right of the University thereafter to enforce each and every such provision.

11. Time of Essence

Time is of the essence in the satisfaction of all terms of this contract.

12. Incorporation of Rules and Regulations

A. Residence Hall/University Rules and Regulations: Georgia Southern University rules and regulations appearing in the most recent edition of the Student Code of Conduct and others that from time to time may be promulgated by the Department of University Housing or the Office of Judicial Programs are made a part of this contract and incorporated herein. Students wishing to review any of these rules and regulations prior to signing this contract may contact the Department of University Housing and request the respective publication or refer to <http://students.georgiasouthern.edu/sta/guide/07GuideWeb.pdf>. In the event of a conflict between said rules and regulations and this contract, the provisions of this contract shall control.

B. Other Laws, Rules, and Regulations: 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 Georgia Southern University.

13. Addresses for Correspondence

All written notices and correspondence to the University required or permitted under the terms of this contract or otherwise relating to matters contained herein shall be mailed or hand delivered to the Department of University Housing, P.O. Box 8102, Georgia Southern University, Statesboro, Georgia 30460-8102. You may also communicate through e-mail at housing@georgiasouthern.edu.

14. Collections and/or Attorney Fees

To the extent permitted by law, you shall be responsible for the payment of any and all costs fees incurred by the University in collecting any amounts due under this agreement.

15. Severability

If any provision of this contract is ruled illegal or invalid, such ruling shall not affect the validity or enforceability of the remainder of the provisions of the contract.

16. Entire Agreement

Together with the Residence Hall Room Inventory completed at Check-in and the Residence Hall Contract Termination Agreement, this contract contains the entire agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained or incorporated herein, and this contract shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto.