

Georgia Institute of Technology
Family/Monthly Housing Apartment Contract
2021-2022

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

INSTRUCTIONS: By executing this Georgia Institute of Technology Housing Contract (“Contract”) online, you agree to accept all terms and conditions included within the Contract, which includes information about the meningococcal vaccination.

This Contract is for the **ACADEMIC YEAR** two semesters (fall semester and spring semester) or one semester if entering spring semester and is for a space, not a specific apartment or community within the housing provided by Georgia Institute of Technology Housing and Residence Life as family housing (collectively, the “Family Housing Apartments”), and is effective on the date of execution.

The student may “execute” the Contract online for the Georgia Institute of Technology Department of Housing and Residence Life Office (“Department”). In this Contract, “execute”/”executed”/”execution” is defined as the student (and parent/guardian/guarantor if the student is under the age of 18) indicating their assent to the terms of the Contract. The Student’s spouse/domestic partner and dependents who will live in the assigned family housing apartment (hereinafter, the “Apartment”) are hereinafter, collectively, referred to as the “Student Family”. If Department does not receive the executed Contract by the deadline, the student’s housing assignment and registration for housing may be canceled. **When this Contract is executed, it becomes a binding agreement – a contract between the student (and parent/guardian/guarantor if the student is under 18) and The Board of Regents of the University System of Georgia by and on behalf of Georgia Institute of Technology.**

ACCEPTING BY ELECTRONIC SIGNATURE THE STUDENT ACKNOWLEDGES THAT THEY HAVE READ, AND AGREE TO, THE FULL TERMS AND CONDITIONS OF THIS CONTRACT.

This Contract is an agreement between the Board of Regents of the University System of Georgia by and on behalf of the Georgia Institute of Technology (hereinafter “Georgia Institute of Technology” or “licensor”) and the student (hereinafter “Student” or “licensee”). If the Student is under 18 years of age at the time of execution, this Contract is also an agreement between Georgia Institute of Technology and the Student’s parent, guardian or other guarantor. The parent, guardian or guarantor must also execute this Contract if the Student is under 18 years of age. The parties to this Contract, in consideration of the mutual covenants and stipulations set forth herein, agree as follows:

I. LICENSE; CONDITIONS OF LICENSE

- A. Grant of License.** Georgia Institute of Technology shall grant the Student a limited, nonexclusive, nontransferable and revocable license to use and occupy an assigned space in a Georgia Institute of Technology facility in accordance with the terms and conditions

of this Contract (the “License”). The parties to this Contract do not intend that an estate, a tenancy or any other interest in property should pass from Georgia Institute of Technology to Student. Instead, it is the intention of the parties that the relationship between Georgia Institute of Technology and Student be that of licensor and licensee and the sole right of Student to use the assigned space as a living unit shall be based upon the License granted in this Contract.

B. Revocation of License. Georgia Institute of Technology reserves the right to revoke Student’s License if the student or the student’s guest(s), spouse, domestic partner and/ dependent children engages in any of the following misconduct:

- i. Intentionally or recklessly setting a fire (including the lighting of incense, candles or other open flame) or recklessly initiating or causing to be initiated any false report, warning or threat of fire, explosion, or other emergency in a housing facility or at a Georgia Institute of Technology sponsored activity;
- ii. Intentionally or recklessly misusing, tampering or damaging any fire safety equipment in a housing facility or at a Georgia Institute of Technology sponsored activity;
- iii. Intentionally sharing a Georgia Institute of Technology identification card and/or residence hall access personal identification number with another individual or otherwise providing unauthorized access to a housing facility to another individual;
- iv. Using, possessing, manufacturing, distributing, maintaining, transporting or receiving any of the following while on Georgia Institute of Technology property (unless noted as an exception) or at a Georgia Institute of Technology sponsored event:
 - a. Any firearm or weapon as defined by O.C.G.A § 16-11-127.1, whether operable or inoperable, or any object of like character including but not limited to paintball guns, air soft guns, BB guns, potato guns, knives or razor blades;
 - b. Any dangerous weapon, such as but not limited to, a machine gun, shotgun, sawed-off shotgun, rifle or silencer as defined by O.C.G.A § 16-11-121;
 - c. Any bacterial weapon, biological weapon, hoax device, destructive device, detonator, explosive, incendiary, over-pressure device or poison gas as defined in O.C.G.A. § 16-7-80;
 - d. Any explosive materials as defined by O.C.G.A. § 16-7-81;
 - e. Any fireworks as defined by O.C.G.A § 25-10-1 in or in close proximity to Georgia Institute of Technology facilities;
 - f. Any hoax devices, replica of a destructive device or configuration of explosive materials with the appearance of a destructive device such as a fake bomb or packages that give the appearance that they may contain chemical explosives or toxic materials; or
 - g. Use of an “electroshock weapon” against another person in a manner

other than in defense of self or others’

- v. Touching any resident, guest or staff member in a manner to which that person has not consented and that is either harmful or offensive, or actions that cause the reasonable apprehension of such touching;
- vi. Using, possessing, manufacturing or distributing:
 - a. Any dangerous drug as defined by O.C.G.A. § 16-13-71;
 - b. Any drug paraphernalia or drug-related objects as defined by O.C.G.A. § 16-13-32.2;
 - c. Any unauthorized controlled substance as defined by O.C.G.A. § 16-13-25 through 16-13-29;
 - d. Any counterfeit substance as defined by O.C.G.A. § 16-13-21(6); or
 - e. Any imitation controlled substance as defined by O.C.G.A. § 16-13-21(12.1);
- vii. Violating Georgia Institute of Technology policy with the respect to the possession or consumption of alcoholic beverages in a housing facility or at a Georgia Institute of Technology sponsored activity;
- viii. Behaving in a manner that may create the appearance of, or pose, a danger to the student or to others, and such behavior is determined at Georgia Institute of Technology’s sole discretion to have caused a disruption within the residential community;
- ix. Dropping, throwing, projecting or causing to be projected any object from a housing facility window;
- x. Theft or damage of Georgia Institute of Technology property or the property of another resident, guest or staff member;
- xi. Possession of stolen property;
- xii. Providing false information to Department staff, including providing false or misleading information in connection with the student’s family housing registration and eligibility for Georgia Institute of Technology housing;
- xiii. Operating a business out of Georgia Institute of Technology housing facilities including the student’s assigned space and/or mailbox;
- xiv. Using the assigned space and/or mailbox to engage in illegal activities;
- xv. Consistently playing any television, musical instrument, electronic devices or other sound producing device in a manner that unreasonably interferes or otherwise disrupts the educational and residential environment as determined by Georgia Institute of Technology;
- xvi. Interfering with the normal operation of a housing facility or elevator including

but not limited to violating any visitation rules and/or quiet hours;

- xvii. Failing to pay fees as required under this Contract. In accordance with Georgia Institute of Technology policies, failure to pay fees as required under this contract will result in a “HOLD” being placed on the Student’s official transcript and will prevent subsequent registration at Georgia Institute of Technology;
- xviii. Being convicted of a crime against a victim who is a minor as defined by O.C.G.A. § 42-1-12(a)(14);
- xix. Refusal to comply with the reasonable and lawful direction of Georgia Institute of Technology staff, including Department staff acting in accordance with their duties and responsibilities;
- xx. Subleasing, assignment, and/or sharing the housing facility other than with Family members listed on application;
- xxi. Admission or readmission is denied;
- xxii. Housing eligibility, financial and/or academic requirements are not met;
- xxiii. Violating Georgia Institute of Technology policies, rules and regulations; and/or
- xxiv. Suspension or dismissal from Georgia Institute of Technology.

C. Effect of License Revocation. If Georgia Institute of Technology revokes Student’s License, the Student will lose all privileges or rights to use or occupy the Student’s assigned space. Student must vacate the premises prior to the time specified by Georgia Institute of Technology by removing all belongings from the assigned space and following designated checkout procedures. If Student’s License to live on campus is revoked, Student may remain liable for the full payment of fees due under this Contract as outlined below. Should the student fail to voluntarily comply with Georgia Institute of Technology’s notice to vacate, Student may be subject to criminal prosecution for trespassing and disciplinary action through the Georgia Institute of Technology Student Conduct process. If a Student’s License has been revoked, any spouse, domestic partner and/or dependent children will also lose all privileges or rights to use or occupy the student’s assigned space and must vacate the premises prior to the time specified by Georgia Institute of Technology.

In the event of License revocation, the Student will be notified by their official Georgia Institute of Technology email account and the date by which the official check-out will result in a daily charge of \$50.00 being billed to the Student’s account.

II. CONTRACT COMMITMENT

Unless otherwise provided for in this Contract, no term or condition of this Contract can be waived and no statement made by Georgia Institute of Technology or its agents is

considered a waiver of any term or condition of the Contract, whether expressed or implied.

CONDITIONS AND TERMS OF THIS CONTRACT

- A. **Eligibility and Application.** Only Students of the Georgia Institute of Technology who are enrolled Full-Time shall be eligible for a housing space. Any student who withdraws or is involuntarily removed from school shall no longer be eligible for housing effective immediately upon withdrawal or removal and must move-out within forty-eight hours after withdrawal. Exceptions to these criteria may be made at the discretion of the Executive Director of Department or their designee and will be in writing. If admission to Georgia Institute of Technology is denied or revoked, it is the responsibility of the Student to notify Department in writing within ten (10) days of receipt of denial from Georgia Institute of Technology and ensure that their housing assignment is canceled to avoid further financial penalties. The Student is responsible for providing all necessary documentation.
- B. **Families with three (3) or four (4) members will be assigned to a two (2) bedroom apartment. No more than four (4) persons may reside in a two (2) bedroom apartment. The Student and the Student Family are eligible to live in Family Housing Apartments. In the circumstances of a minor student, such student's parents or legal guardians may be eligible to live in Family Housing Apartments upon approval of authorized representatives of the Georgia Institute of Technology. Student Family members are not eligible to live in Family Housing Apartments without a student who meets the criteria set forth herein.**
- C. **Notification.** Department will send notices/correspondence to the Georgia Institute of Technology email account provided to the Student as their official point of contact. The Student is responsible for checking and maintaining this account. It is the Student's responsibility to notify Georgia Institute of Technology Registrar's Office of any change in their address.
- D. **Incorporation of Policies, Rules and Regulations**
- i. The family housing apartment schedule of rates, all Georgia Institute of Technology policies and procedures, including, without limitation, the Georgia Institute of Technology Code of Student Conduct and the Department Guide to Community Living, which contains housing policies, are incorporated by reference herein and become part of the Contract.
 - ii. 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 the Georgia Institute of Technology.
 - iii. In performance of this Contract, and consistent with the Georgia Institute of

Technology's Non-Discrimination and Anti-Harassment Policy, Georgia Institute of Technology 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, and disability or veteran status.

- iv. Georgia Institute of Technology reserves the right to make and enforce other rules and regulations as may be appropriate or necessary for the safety, care, education environment, and cleanliness of the premises, and for securing the comfort and convenience of all residents. Georgia Institute of Technology reserves the right to make changes to IT services during this Contract, which includes but is not limited to internet, both hardwired and wireless, telephones, door access and cable television.

III. DURATION OF CONTRACT

- A. **Full Academic Year.** The effective beginning of the semester for this Contract is the first semester for which the Student indicates intent to occupy space. This Contract for the fall semester begins a minimum of two days prior to the first day of classes or upon approved move-in date as confirmed in writing by the Department (the "Move-In Date") and sent to the Student's Georgia Institute of Technology email address. This Contract for the spring semester begins a minimum of one day prior to the first day of classes or upon approved move-in date as confirmed in writing by the Department (the "Move-In Date") and sent to the Student's Georgia Institute of Technology email address. This Contract concludes at the end of the spring semester or 24 hours after the last day of finals. Exceptions can be made for graduating students upon request. Should the Student occupy or take control of the keys to an assigned space prior to the Move-In Date, the rent will be prorated and charges placed on the Student's account.
- B. The Student is liable for all applicable rates, damages, and fees for the entire length of this Contract regardless of occupancy.
- C. **Contract Renewal:** This contract may be renewed for one (1) academic year at a time (August – May) for a total of up to two (2) years for a Student seeking a Master's degree or for a total of up to five (5) years for Students seeking a Ph.D. degree.

If Student wishes to stay in the same Apartment for the Summer 2021 semester and the Academic Year 2021-2022, this Contract, and a separate contract for the Summer 2021 semester, must be signed by Student on or before March 15, 2021.

IV. PAYMENT OF FEES

- A. Student agrees to pay the Contract fee for the assigned space (the "License Fee") and all other charges as provided in this Contract (together, "Additional Fees"). Additional Fees include application fees, programming fees and miscellaneous charges for items including but not limited to lock security fees, early check-in fees, room condition fees, improper room change fees, improper checkout fees and damages. The License Fee rate is listed on the official Georgia Institute of Technology Housing and Residence Life

[website](#).

- B.** Student shall pay the License Fee, Additional Fees, and any other fees owed under this Contract to the Office of the Bursar according to the Bursar's fee payment schedule published on the Bursar's [calendar at bursar.gatech.edu](#).
- C.** The License Fee is subject to approval or change by the Board of Regents of the University System of Georgia, and may be adjusted pursuant to that approval no later than the start date of the License to occupy the assignment. Any room rate increased will be communicated to applicable students.
- D.** Student is required to pay a non-refundable one-time \$80.00 application fee. The application fee is not to be considered part of the License Fee and is separate from the License Fee amount.
- E.** All first-time applicants for housing facilities are required to pay a one-time pre-payment fee in the amount of \$520.00. Pre-payment fees are only requested again if Student does not continuously live on-campus, with the exception of summer. Notwithstanding the foregoing, Student may be eligible for a delay of pre-payment as determined by Department as set forth below in Section F. Following payment of the application fee and pre-payment fee, Student's account will reflect a payment of \$600.00, which represents the application fee of \$80.00 and the prepayment fee of \$520.00.
- F.** Student, if eligible, for delay of prepayment as set forth in the application for housing will be billed according to the cancellation dates as outlined in ADDENDUM B if the application is canceled prior to the contract beginning. Any questions concerning eligibility for a delay of prepayment should be directed to the Executive Director of Department or their designee.
- G.** **Payment:** Payments are due on or before the first of each consecutive month. Monthly payments, including any additional charges and fees which are assessed, shall be made to the Bursar's Office. If the Student's account is not paid by 2:00 p.m. on the 10th day of the month in which the payment is due, a late fee in the amount of \$30.00 will be assessed by the Department. Students moving in prior to the first day of the month will be responsible for prorated rent and fees. Student agrees to pay any and all returned check or non-sufficient funds fee(s) as assessed by the Office of the Bursar.
- H.** Student understands, acknowledges and agrees that in the event the Student fails to pay a Student account bill or any monies owed to Georgia Institute of Technology by the scheduled due date, and fails to make acceptable payment arrangements to bring the account current, Georgia Institute of Technology may refer the Student's delinquent account to a collection agency. The Student further understands, acknowledges and agrees that if Georgia Institute of Technology refers the Student account balance to a third party for collection, a collection fee will be assessed and due in full at the time of the referral to the third party. The collection fee will be calculated as determined by the Office of the Bursar. Student further understands, acknowledges and agrees that the delinquent account may be reported to one or more of the national credit bureaus.

- I. **Payment Guarantee.** If the student is under 18 years of age, a parent, guardian or other guarantor agrees to guarantee to Georgia Tech that Student will pay the License Fee and Additional Fees as provided in this Contract. The parent, guardian or other guarantor further agrees to make all such payments to Georgia Tech if the student, for any reason, fails to make such payments. This agreement between Georgia Tech and the parent, guardian or other guarantor is an undertaking that is separate and distinct from Georgia Tech's agreement with Student contained in this Section 5.

V. ASSIGNMENT PROCESS

- A. **Room/Apartment Assignment.** Department assignments are made based on availability without regard to race, creed, color, or national origin. Assignment priority is based on the date of receipt of the Department application and the Contract along with the required pre-payment and application fees.

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. The student is responsible for monitoring their waitlist status and removing themselves should they enter into another housing agreement off campus. Otherwise, students will be assigned a space if/when it becomes available. Upon assignment, this contract and all cancelation fees associated with are upheld.

- B. **Room/Apartment Preferences.** Assignment to a preferred building, room, or apartment is contingent upon availability and is NOT GUARANTEED. If desired space is not available, the student will be assigned any available space. Contracts are not cancelled if desired space or style is unavailable.
- C. **Consolidation/Relocation.** Department reserves the sole right to make all room/apartment assignments and to make any subsequent changes deemed advisable or necessary. Such changes shall not be deemed a breach of this Contract or the License granted hereunder, nor shall it entitle the Student to a change in any fees assigned._
- D. **Room/Apartment Changes.** Family Housing Apartment changes require authorization from the Assistant Director of Assignments or their designee.

VI. CONDITION OF SPACE AND GEORGIA INSTITUTE OF TECHNOLOGY PROPERTY

- A. **Room Inventory Process.** Upon check-in, all students are responsible for completing a room inventory to indicate any discrepancies between what staff reported as pre-existing damages or missing items and what the student noted in their assigned room/apartment. Any discrepancies between the original room inventory condition and what the student identified must be forwarded to the appropriate hall director within 24 hours of checking in. Student will be responsible for any damages or missing items not reported on the room inventory upon checkout of the assigned room/apartment.

- B. Official Check-out.** A Student is not officially checked out of the apartment until all of the following occur: (1) The Student has removed all personal property from the premises (property deemed abandoned in the sole discretion of Department will be discarded at the expense of the Student); (2) the apartment has been cleaned by the Student; and (3) the proper check-out records and keys have been returned to Department staff. Failure to meet the scheduled check-out time or appointment will result in a \$100.00 minimum late check-out fee, with an additional \$50.00 per hour not to exceed \$250.00. The Student is liable for all housing charges, regardless of occupancy, until the day the Student properly checks out with an authorized Department official, or the end of the agreed upon contract term.
- C. Costs of Cleanup or Repair.** Student is responsible for maintaining the cleanliness of the assigned space and shall reimburse Georgia Institute of Technology for all cleaning costs in excess of normal cleaning costs if staff is required, at Georgia Institute of Technology's sole discretion, to clean the assigned space. Student is also responsible for the care of the assigned space and is expected to report any repair needs to Department. Student shall be liable for increased repair costs due to failure to report conditions in need of repair. Student is responsible for using all Georgia Institute of Technology property in a safe, responsible manner and shall be responsible for damages to and/or replacement of Georgia Institute of Technology property within the assigned room/apartment except for damage and loss from ordinary wear and tear. When Georgia Institute of Technology determines that it is unable to assign liability for such damage, Student shall share equally with other building/floor/unit/suite residents the cost of cleaning, repair or replacement of any Georgia Institute of Technology property in common areas of the building/floor/unit/suite including but not limited to hallways, and lounges.. Georgia Institute of Technology at its sole discretion shall determine the amount of any costs for cleaning, loss or damage and shall notify Student of such charges.
- D. Alternations.** No changes will be made in the assigned space by the Student without written permission from the Senior Director of Housing Facilities Management, which permission may be withheld in the sole discretion of Georgia Institute of Technology. This includes, but is not limited to: shelves, partitions, clothesline, window coverings, wallpaper, painting, plumbing, electrical, heating, other structural changes or alterations to furniture, or the removal of Georgia Institute of Technology furniture and its replacement with items owned by the Student.
- E. Guardrails; Waiver of Liability.** Each bed that is lofted above 36" at the top of the frame should have a guardrail installed. By execution of this Contract, the Student acknowledges and understands the risks the Student or their guests may encounter should the student fail to keep a guardrail in place, specifically the risk of injury or potential fatality that may result from falling. Having been informed of and understanding the inherent risks should the Student fail to have a guardrail installed, the Student assumes all liability for harm or injury to the Student and/or Student's guests. Accordingly, for the consideration specified in this contract, the Student hereby releases, waives, discharges and covenants not to sue Georgia Institute of Technology, the Board of Regents, or its officers, servants, agents or employees (hereinafter referred to as "Releasees") for any liability, claim and/or cause of action arising out of or related to any loss, damage or injury, including death that may be sustained by the Student or the Student's guests or to any property belonging to the Student's guests arising out of the use of an adjustable height bed while

living in Georgia Institute of Technology Housing. Student confirms this Release shall be effective whether injury is caused by Student's negligence, the negligence of the Releasees or the negligence of any third party. Student understands that the acceptance of this Release shall not constitute a waiver, in whole or in part, of sovereign or official immunity by the Releasees.

VII. RIGHT OF ENTRY

Student hereby agrees that Department staff and Georgia Institute of Technology Facilities personnel may enter the Student's assigned space at any reasonable time for safety inspection, maintenance, cleaning, inventories, epidemic, pandemic or emergency, to claim Georgia Institute of Technology property, pest control, occupancy verification and/or general repair. Student hereby authorizes Department staff to allow access to the Student's assigned space when access is requested by any law enforcement officer possessing a valid search or arrest warrant. Department reserves the right to remove and hold in storage any items deemed hazardous to the building or its occupants (including, without limitation, explosives, firearms, propane, gas, alcohol, chemicals, open flame burning items, hunting bows, weapons, etc.).

VIII. PERSONAL PROPERTY AND INSURANCE

Georgia Institute of Technology, its officers, employees or agents are not responsible for the loss, damage, or destruction of the Student's personal property. Although precautions are taken to maintain adequate security and maintenance, Georgia Institute of Technology does not assume any legal obligation to pay for injury to persons (including death), or loss of or damage to items of personal property which occurs in its buildings or on its grounds, prior to, during, or subsequent to the term of this Contract.

Student is strongly encouraged to purchase and maintain appropriate rental insurance or confirm that their family homeowner's policy will cover such possible losses. If insurance coverage is desired, it is the Student's responsibility to acquire such coverage.

IX. STUDENT NONCOMPLIANCE

In the event the Student fails to comply with any of the terms and conditions of this Contract, Department may take the following actions against the Student:

- A.** Cancel this Contract without notice.
- B.** Serve notice to vacate the premises pursuant to applicable Georgia Institute of Technology policies and state laws.
- C.** Take action to recover the cost of damage caused by the Student and/or his or her guest(s) (invited or otherwise).
- D.** Utilize any and all remedies, including equitable and legal, judicial and/or administrative relief, which are available.

X. REMEDIES

Student's breach of any obligations established by this Contract authorizes Georgia Institute of Technology to use any remedy available by law or in equity. Additionally, if student (parent, guardian or guarantor) fails to pay the License Fee or Additional Fees or any other charges required by this Contract, Georgia Institute of Technology is authorized to use any or all of the following remedies: initiation of a contract review process; termination of this Contract; removal of Student and belongings from Georgia Institute of Technology Housing; restriction of access to the assigned space; cancellation of Student's enrollment at Georgia Institute of Technology, restriction of Student to register for classes; and restriction of Student to conduct Georgia Institute of Technology business as determined by the Registrar. Georgia Institute of Technology's failure to enforce at any time any of the provisions of this Contract, or its failure to utilize any remedy that 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 Georgia Institute of Technology thereafter to enforce each and every such provision.

XI. GEORGIA INSTITUTE OF TECHNOLOGY STANDARDS

Department reserves the right to refuse housing to any student who has demonstrated an unwillingness to abide by Georgia Institute of Technology or the Department standards, policies and regulations, or who demonstrates behavior which is incompatible with the maintenance of order and propriety to an educational environment or the health and welfare of Students in Department.

Department may cancel this Contract and take possession, within 24 hours of cancellation, of any assigned space at any time for violation of any of the provisions of this Contract. Personal property will be removed, inventoried, and stored up to 30 days. If Student fails to claim or take possession thereof, it will be deemed abandoned and may be donated to a local charity. Department bears no liability for damage to property involuntarily removed, where the Student refuses to take control.

XII. MENINGITIS INFORMATION

By statute, O.G.C.A. § 31-12-3.2 requires that all students living in campus housing to 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, the Student acknowledges that they have received the information about meningococcal disease and is aware of the Georgia Institute of Technology immunization requirements.

<http://health.gatech.edu/Pages/default.aspx>

XIII. FORCE MAJEURE

“Force Majeure” shall mean Acts of God, storms, inclement weather conditions, strike, disaster, civil disturbance, war, riot, acts of public enemy, explosion, epidemic, pandemic, curtailment of transportation facilities, or any law, order, rule, regulation, state of emergency, act of or restraint by any governmental body of authority, including federal, state or local authorities and agencies, which by exercise of due diligence by Georgia Institute of Technology is unable to avoid, or any other occurrence beyond Georgia Institute of Technology’s control. In the event of such event, Georgia Institute of Technology reserves the right to take actions to maintain the safety of the housing facility, including but not limited to temporarily or permanently removing Student from on-campus housing. If the housing facilities and/or all or part of housing is closed due to an emergency or natural disaster, Georgia Institute of Technology may suspend or terminate this Contract without prior notice. If a housing facility is closed pursuant to this paragraph, Georgia Institute of Technology will use their best efforts to provide Student with alternative housing.

XIV. CONTRACT ACCEPTANCE

The Student, or, if under 18 (unless legally emancipated), their parent or legal guardian, has read and understands the terms and conditions of this Contractual Agreement. This agreement obligates the Student to reside in the residence halls or apartments for the entire academic year or remainder thereof, as applicable.

REFERENCE LINKS

Student Code of Conduct	https://policylibrary.gatech.edu/student-life/student-conduct
Housing policies	https://policylibrary.gatech.edu/student-affairs/housing-policies
Rates	http://housing.gatech.edu/rates
Calendar at bursar.gatech.edu	http://bursar.gatech.edu/content/bursar-calendar
Office of the Bursar	http://www.bursar.gatech.edu/
Housing and Residence Life Web Page	http://housing.gatech.edu/
My Housing	https://starrez.housing.gatech.edu/StarRezPortal/SingleSignIn/CAS.aspx
Catalog Rules and Regulations, Section VI.C.6. (Scholastic Regulations)	http://catalog.gatech.edu/rules/6/

ADDENDUM B

CANCELLATION DATE AND DEADLINES

To cancel this Contract, Student is required to submit notification on-line at www.housing.gatech.edu under the Resource tab located on My Housing, where Student applied.

Fall Academic Year Application Cancellation Penalty Schedule				
Cancellation Dates	Made a \$600 prepayment and will be charged a one-time \$80 application fee	Accepted a delay of prepayment and will be charged a one-time \$80 application fee	Made a \$600 prepayment and previously paid the \$80 application fee	Accepted a delay of prepayment and previously paid the \$80 application fee
March 1-31	Refund \$400	Billed \$200	Refund \$480	Billed \$120
April 1-30	Refund \$280	Billed \$320	Refund \$360	Billed \$240
May 1-31	Refund \$160	Billed \$440	Refund \$240	Billed \$360
June 1-30	Refund \$ 40	Billed \$560	Refund \$120	Billed \$480
July 1-31	Refund \$ 0	Billed \$600	Refund \$ 0	Billed \$600
August 1-20	Billed an additional \$400	Billed \$1,000	Billed an additional \$400	Billed \$1,000
August 21, 2021-May 6, 2022	Billed full rental amount for two semesters – fall & spring	Billed full rental amount for two semesters – fall & spring	Billed full rental amount for two semesters – fall & spring	Billed full rental amount for two semesters – fall & spring
Spring ONLY Application Cancellation Penalty Schedule				
Cancellation Dates	1st time applying & made a \$600 prepayment (One-time \$80 application fee)	1st time applying & accepted a Delay of Prepayment (One-time \$80 application fee)	Previously applied & made a \$600 prepayment	Previously applied & accepted a Delay of Prepayment
On or Before November 15	Refund \$220	Billed \$380	Refund \$300	Billed \$300
After November 15	Refund \$ 0	Billed \$600	Refund \$ 0	Billed \$600
On or after Contract Begin Date	Billed Full Rent for Spring semester	Billed Full Rent for Spring semester	Billed Full Rent for Spring semester	Billed Full Rent for Spring semester

If Student **fails to notify Department of their late arrival, or fails to cancel** this Contract before the Contract begins, Students who do not check-in prior to the first day of classes, without prior notification, will be considered a “No-Show” as of the first day of classes and will be billed **\$1,500.00 cancellation fee.**

Student that cancels this Contract on/after the starting date of the contract will need to login to My Housing, choose “Cancel My Housing” under the Resources tab, and complete an official check-out as defined in section VII., B., and will be billed for the full contracted amount for the semester in which the Student is no longer enrolled. The Student must vacate within forty-eight hours of becoming un-enrolled.

I. CONTRACT CANCELLATION BY STUDENT - BEFORE CONTRACT BEGINS

Upon completion of online cancellation as described in the immediately preceding sentence, the Student will receive *a cancellation request email which should be retained as proof of cancellation*. Confirmation of the online cancellation will be sent via email to Student’s Georgia Institute of Technology email account. If Student’s Georgia Institute of Technology email account has been disabled and Student cannot log in online, then a cancellation must be emailed to information@housing.gatech.edu. Email must include name, GTID Number, that the Student is requesting to cancel, and the reason for canceling. In the event the Student’s Georgia Institute of Technology email account has been disabled and the Student requests cancellation via email, no confirmation of cancellation will be given unless requested in writing by the Student.

II. CONTRACT CANCELLATION BY THE STUDENT - AFTER CONTRACT BEGINS

If terminating after this Contract begins, Student is responsible for the full License Fee amount for the entire length of the contract. Prior to vacating housing by means of an official check-out (see section VII., B.) the Student must cancel this Contract online under [My Housing](#) at www.housing.gatech.edu. If Student is unable to cancel online then Student must email notice of cancellation to the Department.

A Student desiring to cancel this Contract prior to the expiration of this Contract may, under certain conditions do so without full penalty, provided the proper documentation is submitted and approved only for reasons listed in Section C., below.

A Student withdrawing from Georgia Institute of Technology Housing for one of the following reasons will be charged a prorated amount based on days of occupancy determined by canceling their Contract online (logging into My Housing, choosing “Cancel My Housing” under the Resources tab), completing an official check-out as defined in section VII., B.: (i) Graduation, (ii) Military, (iii) Medical, (iv) Approved Georgia Institute of Technology Co-op Program, Georgia Institute of Technology Required Internships, Georgia Institute of Technology Study Abroad, (v) Marriage, (vi) or Transferring

- i. Graduation withdrawal requires written verification of graduation from the Registrar’s Office. Graduation release is not when Student has completed their thesis, dissertation and/or course work, but at the end of the semester in which Student is requesting to be released, as noted on the Official School Calendar.
- ii. Military withdrawal requires original military orders and withdrawal from Georgia Institute of Technology.

- iii. Medical withdrawal requires signed recommendation and supporting documentation from a licensed, practicing physician. Department strongly encourages Student to submit the supporting medical documentation within thirty (30) days from the occurrence date. If necessary, a Georgia Institute of Technology Student Health Services physician may review and make recommendations to the Executive Director of Department, or their designee, for medical withdrawal requests. All requests for medical withdrawals will be determined on a case-by-case basis.
- iv. Approved Georgia Institute of Technology Co-op, Georgia Institute of Technology Internship, and Georgia Institute of Technology Study Abroad Programs release requires a DocuSign completed “Verification of Employment/Study Abroad: Georgia Institute of Technology Internship, Georgia Institute of Technology Co-op and Georgia Institute of Technology Study Abroad Programs” form, attainable through your Georgia Institute of Technology academic advisor or Georgia Institute of Technology program coordinator. Georgia Institute of Technology Internships and Georgia Institute of Technology Co-ops must be located at least twenty-five (25) miles or more from the Georgia Institute of Technology main campus to be released from this Contract.
- v. For a marriage release, the marriage certificate must be submitted and the marriage must take place during the contractual time Student is requesting the release. It is encouraged the marriage certificate be submitted within thirty (30) days of the marriage.
- vi. Transferring at the end of fall semester, Student must vacate by the official date of check-out for fall semester, submit proof of enrollment for Spring semester along with class schedule and proof of payment within 30 days of the semester beginning.

The Department will make copies of the above requested original documents. If not in English, a certified English translation is required. Department shall determine the sufficiency of the documentation presented. Otherwise, the Student will be responsible for the remainder of the Contract (License and fees).