

Georgia Institute of Technology

Housing Contract

2022-2023

**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 provided by Georgia Institute of Technology Housing and Residence Life and not a specific room or community.

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 by electronic signature. If Department does not receive the executed Contract by the deadline, the student’s housing assignment and registration for housing may be cancelled. **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/or 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 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;
- 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 (48) 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 cancelled to avoid further financial penalties. The Student is responsible for providing all necessary documentation. Enrollment verification is performed monthly. A Student who does not meet Full-Time status during Contract period is required to submit an Full-Time Enrollment Exception Request form.
Enrollment Status: <https://registrar.gatech.edu/registration/enrollment-status>
- B. **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.
- C. **Incorporation of Policies, Rules and Regulations**
- i. The residence hall/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 day of the semester for which the Student indicates intent to occupy space. This Contract for the fall semester begins the first day of classes or upon approved move-in. This Contract for the spring semester begins the first day of classes or upon approved move-in. For specific dates, please refer to the Georgia Institute of Technology Department of [Housing and Residence Life website](http://housing.gatech.edu) at housing.gatech.edu. 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. Move-in prior to the contracted date requires prior approval from an authorized representative of Department.

- B. **Transition Housing.** If Student has a Summer contract, Student may be allowed to live on campus during the transition period between Spring and Summer: 24 hours after the last day of Spring finals to the first day of Full Summer Session. During the transition period between spring and summer semesters, all Student personal items must be removed from common areas and stored only in Student's assigned bedroom. Kitchen and bath items can be brought out to use but must be stored in the bedroom when not in use. Exceptions can be made for refrigerator and freezer items, which may be stored in a single, clear plastic container – one for the refrigerator and one for the freezer. Student is responsible for obtaining containers for refrigerator and freezer storage. Any items left unattended in the common areas including the bathroom, may be discarded when facilities staff clean the unit. In some cases, Student may be provided a traditional room to move to during the transition period. Student may only bring one bag of personal items. Bed linens will be provided by Department. All other personal items must be removed from residence halls and stored elsewhere at the expense of Student. Dates for transition housing will be set by the Department. Transition housing is never guaranteed and is provided at the sole discretion of the Department.

- C. The Student is liable for all applicable rates, damages, and fees for the entire length of this Contract regardless of occupancy.

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](http://calendar.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 increase 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. Individuals arriving early may not be permitted to occupy their assigned space prior to the official move-in date. Occupancy dates prior to or beyond the appointed official move-in and move-out dates will incur a daily rate of **\$50.00** per night in addition to any applicable improper check-out or damage fees.
- F. 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.
- G. **Payment Guarantee.** If the Student is under 18 years of age, a parent, guardian, or other guarantor agrees to guarantee to Georgia Institute of Technology 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 Institute of Technology if the student, for any reason, fails to make such payments. This agreement between Georgia Institute of Technology and the parent, guardian or other guarantor is an undertaking that is separate and distinct from Georgia Institute of Technology's agreement with Student.

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 application fee for the following classifications: new first-year undergraduate students who matriculate to Georgia Institute of Technology Summer

2022, Fall, 2022 or Spring 2023 (hereinafter referred to as “First-Year Students”), new transfer students and new graduate students. Students follow the [Roommate and Room Selection Process](#) found on the Housing and Residence Life website.

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 cancellation 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. Requests for roommates should be submitted simultaneously by both/all parties and is not guaranteed.
- C. **Consolidation/Relocation.** Department reserves the sole right to make all room/apartment assignments and to make any subsequent changes deemed advisable or necessary. At any time, Student shall accept the assignment made by Department of another student into the Student’s assigned space. In addition, Department, in its sole discretion, may determine a need to add/remove occupants to a room or traditional common areas or reassign student based on special accommodation needs. This may result in a room’s occupancy changing from single occupancy to double occupancy, from double occupancy to triple occupancy, or use of a traditional common area (e.g. lounge space) for multiple occupancy. Such changes to occupancy levels in a room 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.** Prior to move-in, room/apartment changes can be made and/or requested online at My Housing. After move-in, room/apartment changes require authorization from the appropriate hall director.

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 residence hall/apartment

until all of the following occur: (1) The Student has removed all personal property from the premises (2) the room/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** improper 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. **Abandoned Property.** Items remaining in room after check-out are considered abandoned property and will be removed and discarded as appropriate. Cleaning fees may be charged in addition to an improper check-out fee outlined in Section VI. B above.
- D. **Third-Party Contractors/Vendors.** A Student may not allow any third-party contractor or vendor access to Georgia Institute of Technology Housing facilities without written authorization from the Executive Director of Housing and Residence Life and the Senior Director of Housing and Residence Life Facilities.
- E. **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, lounges and laundry rooms. 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.
- F. **Alterations.** 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, lofts, 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.
- G. **Guardrails; Waiver of Liability.** Each bed that is lofted above 36" at the top of the frame will have a guardrail installed by Georgia Institute of Technology at no cost to the Student. 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 the initial 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 remove the guardrail or fail to have a second rail 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. FIRST-YEAR STUDENT HOUSING RESIDENT FOOD SERVICE

If Student is a first-year housing resident (first-year students who matriculate to Georgia Institute of Technology Summer 2022, Fall, 2022 or Spring 2023), Student understands that the first-year housing resident meal plan is mandatory. Student hereby acknowledges and agrees to participate in a first-year housing resident meal plan during the entire term of this Contract pursuant to the terms and conditions contained in Addendum A, which is attached hereto and incorporated herein by this reference.

XII. GEORGIA INSTITUTE OF TECHNOLOGY STANDARDS

- A. Georgia Institute of Technology Department of Housing and Residence Life reserve the right to refuse housing to any Student who has demonstrated an unwillingness to abide by Georgia Institute of Technology or the Department of Housing and Residence Life standards, policies, and regulations, or who demonstrates behavior which is incompatible with the maintenance of order and proprietary to an educational environment or the health and welfare of students, or staff of Georgia Institute of Technology Department of Housing and Residence Life. Georgia Institute of Technology Department of Housing and Residence Life may terminate this Contract and take possession, within 24 hours of termination, of any living unit 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 the Student fails to claim or take possession thereof, it will be deemed abandoned and may be donated to a local charity. Georgia Institute of Technology Department of Housing and Residence Life bears no liability for damage to property involuntarily removed, where the Student refuses to take control.

- B.** During this extended term, Georgia Institute of Technology Department of Housing and Residence Life is not liable or responsible for any damage or removal of personal items.

XIII. 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>

XIV. 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.

XV. 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

<u>Student Code of Conduct</u>	<u>https://policylibrary.gatech.edu/student-life/student-conduct</u>
<u>Housing policies</u>	<u>https://policylibrary.gatech.edu/student-affairs/housing-policies</u>
<u>Rates</u>	<u>http://housing.gatech.edu/rates</u>
<u>Calendar at bursar.gatech.edu</u>	<u>http://bursar.gatech.edu/content/bursar-calendar</u>
<u>Office of the Bursar</u>	<u>http://www.bursar.gatech.edu/</u>
<u>Housing and Residence Life Web Page</u>	<u>http://housing.gatech.edu/</u>
<u>My Housing</u>	<u>https://starrez.housing.gatech.edu/StarRezPortal/SingleSignIn/CAS.aspx</u>
<u>Catalog Rules and Regulations, Section VI.C.6. (Scholastic Regulations)</u>	<u>http://catalog.gatech.edu/rules/6/</u>
<u>Application Selection Process</u>	<u>https://housing.gatech.edu/eligibility-process</u>
<u>Meal Plan Options</u>	<u>https://dining.gatech.edu/mealplans</u>
<u>Office of Fraternity and Sorority Life</u>	<u>https://greek.gatech.edu/</u>

ADDENDUM A

MANDATORY MEAL PLAN FOR FIRST-YEAR HOUSING RESIDENTS

All first-year housing residents (first-year students who matriculate to Georgia Institute of Technology Summer 2022, Fall, 2022 or Spring 2023) will be required to have a residential meal plan that they will select prior to the start of both fall and spring semesters. **This meal plan selection is mandatory.** Should this contract terminate or the resident withdrawals from Georgia Institute of Technology, the associated meal plan will be partially refunded up until the institutional class withdrawal deadline, at which time the remainder of the plan will not be refunded (see sub-section C for special stipulations associated with membership in Greek Life). Student acknowledges and agrees with the following additional meal plan/food service requirements:

1. Meal plans are non-transferable. Students shall not be entitled to refunds for unused meals. Meal plan swipes may not be used to purchase meals for guests. Certain meal plans may include a limited quantity of guest meals; refer to meal plan details at <https://georgiatech.campusdish.com/MealPlans>.
2. Meal plan payments are due and payable according to the same schedule as each semester's Licensee Fee payment. Student is financially responsible for all meal plan charges. Meal plan rates for the current term are listed on the [Tech Dining website](#).
3. A reduced meal plan is available for First-Year housing residents who accept a membership into a Fraternity/Sorority and who are therefore provided some meals in connection with their Greek organization. Information and sign up for the alternative Greek meal plan is available through the [Office of Fraternity and Sorority Life](#).
4. Meal plan details, including plan descriptions, pricing, locations, hours of operation and important dates are available at the [Tech Dining website](#). A link to the complete Meal Plan Policy, including all meal plan terms and conditions, may be found on the [meal plan website](#).

ADDENDUM B

CANCELLATION DATE AND DEADLINES

To cancel this Contract, Student is required to submit notification on-line at [My Housing](http://www.housing.gatech.edu) at www.housing.gatech.edu under the Resource tab. A Cancellation Penalty will be charged to Student who cancels prior to the first day of the contract following this schedule:

Academic Year Contract - Fall Semester Cancellation	Cancellation Dates	Cancellation Penalty
New Student (A student who matriculated to Georgia Institute of Technology Summer or Fall 2022.)	July 1 - August 21, 2022	\$500
Returning Student (A student who matriculated to Georgia Institute of Technology prior to Summer 2022.)	June 1 - August 21, 2022	\$500
All Students	August 22 - December 16, 2022	Full Fall Rent
Academic Year Contract - Spring Semester Cancellation*	Cancellation Dates	Cancellation Penalty
All Students	On or Before December 9, 2022	\$1,000
All Students	December 10, 2022 - January 8, 2023	\$1,500
All Students	January 9 - May 5, 2023	Full Spring Rent
*Student who cancels the Spring semester of an Academic Year Contract and meets the approved conditions detailed in Addendum B, Section II will not be billed a Cancellation Penalty.		

Spring Only Contract	Cancellation Dates	Cancellation Penalty
New Student (A student who matriculated to Georgia Institute of Technology Spring 2023)	December 1 - January 8, 2023	\$500
Returning Student (A student who matriculated to Georgia Institute of Technology prior to Spring 2023.)	December 1 - January 8, 2023	\$500
All Students	January 9 - May 5, 2023	Full Spring Rent

Summer Contract	Cancellation Dates	Cancellation Penalty
New First-Year Student (A first-year student who matriculated to Georgia Institute of Technology Summer 2022.)	June 1 - June 21, 2022	\$500
New Transfer, New Graduate Student (A transfer or graduate student who matriculated to Georgia Institute of Technology Summer 2022.)	May 1 - May 15, 2022	\$500
Returning Student (A student who matriculated to Georgia Institute of Technology prior to Summer 2022.)	May 1 - May 15, 2022	\$500
All Students	First Day of Class for Each Summer Session 2022	Full Summer Session Rent

Student who does not check-in prior to the first day of classes or fails to notify Department of their late arrival will be considered a “No-Show” as of the first day of classes and will be billed **\$1,500.00 cancellation fee.**

I. CONTRACT CANCELLATION BY STUDENT - BEFORE CONTRACT BEGINS

Upon completion of online cancellation, 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 cancelling. 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 IV., B.) the Student must cancel this Contract online at [My Housing](http://www.housing.gatech.edu) 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 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 cancelling their Contract online (logging into My Housing, choosing “Cancel My Housing” under the Resources tab), completing an official check-out as defined in section IV., B: (i) Graduation, (ii) Military, (iii) Medical, (iv) Approved Georgia Institute of Technology Co-op Program, Internship, or Study Abroad, (v) Marriage, (vi) or Transfer.

- 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, Internship, and 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 thirty (30) days of the semester beginning.

The Department of Housing and Residence Life will save 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).

Georgia Institute of Technology
Housing and Residence Life

Contract Term:

Last Name:

First Name:

Email:

GTID:

Date of Birth:

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.

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

Student Signature

Date Signed