

**2020-2021
FAMILY/MONTHLY HOUSING APARTMENT
ACADEMIC YEAR CONTRACT
BOARD OF REGENTS OF THE
UNIVERSITY SYSTEM OF GEORGIA
BY AND ON BEHALF OF GEORGIA
INSTITUTE OF TECHNOLOGY
("GEORGIA INSTITUTE OF
TECHNOLOGY")
HOUSING CONTRACT**

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

This Housing Contract (the "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 within the housing designated by Georgia Institute of Technology as family housing (collectively, the "Family Housing Apartments"), and is effective on the date of signature.

Students under the age of 18 (unless legally emancipated) are required to have their parent or legal guardian accept this contract on their behalf. The student accepting this Contract is hereinafter referred to as the "Student." 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". ACCEPTING BY ELECTRONIC SIGNATURE THE STUDENT ACKNOWLEDGES THAT THEY HAVE READ AND AGREE TO THE FULL TERMS AND CONDITIONS OF THIS CONTRACT.

The Student should carefully read the contents of this Contract before accepting. An application is complete after signing this contract.

I. 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.

II. CONDITIONS AND TERMS OF THIS CONTRACT

A. ELIGIBILITY AND APPLICATION

If Student is an undergraduate student, such Student must be registered for a minimum of nine (9) credit hours shall be eligible for an Apartment. If Student is

a graduate or post-graduate student, such Student must be enrolled full-time for Fall and Spring Semesters in order to maintain eligibility for an Apartment. The Student is not required to attend classes for the summer academic semester. 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 twenty-four hours after withdrawal. Exceptions to these criteria may be made at the discretion of the Executive Director of Housing and Residence Life or their designee and will be in writing.

This Contract may be processed while the admission process to Georgia Institute of Technology is still pending. If admission to Georgia Institute of Technology is denied or revoked, it is the responsibility of the Student to notify Georgia Institute of Technology's Department of Housing and Residence Life in writing within ten (10) days of receipt of denial from Georgia Institute of Technology. The Student must provide a copy of the denial letter from Georgia Institute of Technology. Notifications submitted to other Georgia Institute of Technology offices (i.e., Admission's Office, Registrar's Office, Bursar's Office, etc.) DO NOT comply with this requirement.

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.**

B. NOTIFICATION

Georgia Institute of Technology Department of Housing and Residence Life 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. 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 Georgia Institute of Technology Department of Housing and Residence Life [Guide to Community Living](#), which contains Housing policies, are incorporated by reference herein and become part of this Contract.

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, educational 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.

- D. 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 and notified of their status.**
- E. THIS CONTRACT IS FOR THE STUDENT ONLY, and is not transferable.**

III. DURATION OF CONTRACT

- A. FULL ACADEMIC YEAR** - The commencement date for payments due under this Contract is the agreed upon move-in date as confirmed in writing by the Department of Housing and Residence Life (the “Move-In Date”) and sent to the Student’s Georgia Institute of Technology email address. This Contract terminates at the end of the Spring Semester May 7, 2021. Should the Student occupy or take control of the keys to an assigned space prior to the Move-In Date, the rent will be pro-rated and charges placed on the Student’s account.
- B.** This Contract is entered into between the undersigned Student and The Board of Regents of the University System of Georgia by and on behalf of the Georgia Institute of Technology for accommodations for the academic year.
- C.** The Student is liable for all applicable rates, damages, and fees imposed or assessed for the entire length of this Contract, regardless of occupancy.
- D.** Individuals arriving early may not be permitted to occupy their Apartment prior to the Move-In Date.
- E. CONTRACT RENEWAL**
 - i.** 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.
 - ii.** If Student wishes to stay in the same Apartment for the Summer 2020 academic semester and the Academic Year 2020-2021, this Contract, and a separate contract for the Summer 2020 academic semester, must be signed by Student on or before March 16, 2020.

IV. RATES / REFUNDS / CANCELLATION

- A. APPLICATION FEE** - The \$80.00 application fee is a one-time charge and is **non-refundable**. The application fee is not to be considered a part of the rent payment and is separate from the rental amount.

B. PRE-PAID RENT – When a Student first applies to live on campus a one-time payment in the amount of \$520.00 is required. Pre-paid rent payments are only requested again if the Student does not continuously live on-campus; with the exception of summer. Notwithstanding the foregoing, a Student may be eligible for a delay of prepayment as determined by the Department of Housing and Residence Life as set forth in Section C below. Following payment of the application fee and the pre-paid rent, the Student’s account will reflect a payment of \$600.00, which represents the non-refundable application fee of \$80.00 and the pre-paid rent of \$520.00.

C. DELAY OF PREPAYMENT – The Student who is eligible for a delay of prepayment as set forth in the application for Housing will be billed according to the cancellation dates outlined in Section IV, E. if the application is terminated prior to the contract beginning. Any questions concerning eligibility for a delay of prepayment should be directed to the Executive Director of Housing and Residence Life or their designee.

D. PAYMENT – The undersigned Student agrees to pay Georgia Institute of Technology the rates as listed on the official Georgia Institute of Technology [Department of Housing and Residence Life Web-Page](#) for a Family Housing Apartment during the term of this Contract. 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 of Housing and Residence Life. 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.

The undersigned Student understands, acknowledges and agrees that failure to satisfy their financial obligations may, in accordance with Georgia Institute of Technology policies, result in penalties, including, but not limited to, suspension, the withholding of registration, and/or the refusal to issue transcripts or diploma.

F. CANCELLATION DATES - The date by which the Student’s on-line or written notice of cancellation of this Contract must be received by Georgia Institute of Technology Department of Housing and Residence Life Office to terminate this Contract is listed below.

THE CANCELLATION DEADLINE APPLIES TO THE SEMESTER THE CONTRACT IS TO BEGIN:

For Contracts beginning Fall Semester 2020

CANCELLATIONS received through March 31, 2020:

The Student will receive a refund of \$480.00. If a delay of prepayment was accepted by the Student the Student will be billed \$120.00.

First time Georgia Institute of Technology Housing applicants will receive a refund of \$400.00. First time Georgia Institute of Technology Housing applicants accepting a delay of prepayment will be billed \$200.00.

CANCELLATIONS received April 1 through April 30, 2020:

The Student will receive a refund of \$360.00. If a delay of prepayment was accepted by the Student the Student will be billed \$240.00.

First time Georgia Institute of Technology Housing applicants will receive a refund of \$280.00. First time Georgia Institute of Technology Housing applicants accepting a delay of prepayment will be billed \$320.00.

CANCELLATIONS received May 1 through May 31, 2020:

The Student will receive a refund of \$240.00. If a delay of prepayment was accepted by the Student the Student will be billed \$360.00.

First time Georgia Institute of Technology Housing applicants will receive a refund of \$160.00. First time Georgia Institute of Technology Housing applicants accepting a delay of prepayment will be billed \$440.00.

CANCELLATIONS received June 1 through June 30, 2020:

The Student will receive a refund of \$120.00. If a delay of prepayment was accepted by the Student the Student will be billed \$480.00.

First time Georgia Institute of Technology Housing applicants will receive a refund of \$40.00. First time Georgia Institute of Technology Housing applicants accepting a delay of prepayment will be billed \$560.00.

CANCELLATIONS received July 1 through July 31, 2020:

The Student will not receive a refund. If a delay of prepayment was accepted by the Student the Student will be billed \$600.00.

CANCELLATIONS received August 1 through August 14, 2020:

The student, who is registered and attends classes at Georgia Institute of Technology for fall semester 2020, the Student will be billed an additional \$400.00. If a delay of prepayment was accepted by the Student the Student will be billed an additional \$1,000.00.

A Student that **fails to cancel** this Contract on / before the last Friday prior to the first day of class is considered a “No-Show” responsible for the full rental amount for the entire length of this Contract (two semesters) regardless of occupancy or enrollment in Georgia Institute of Technology.

A Student that **cancels** this Contract on/after the starting date of the Contract is responsible for the full rental amount for the entire length of this Contract (two semesters) regardless of occupancy or enrollment in Georgia Institute of Technology.

For Contracts beginning Spring Semester 2020

CANCELLATIONS received before or on November 15, 2020:

The Student will receive a refund of \$300.00 of the prepaid rent. (First time housing applicants will receive \$220.00). If a delay of prepayment was accepted by the Student the Student will be billed \$300.00. (First time housing applicants accepting a delay of prepayment will be billed \$380.00)

CANCELLATIONS after November 15, 2020:

The Student will not receive a refund. If a delay of prepayment was accepted by the Student the Student will be billed \$600.00.

A Student that **fails to cancel** this Contract on/before the last Saturday prior to the first day of class Spring Semester is considered a “No-Show” and is responsible for the full rental amount for the entire length of the Contract regardless of occupancy or enrollment in Georgia Institute of Technology.

A Student that **cancels** this Contract on/after the starting date of the Contract is responsible for the full rental amount for the entire length of this Contract (two semesters) regardless of occupancy or enrollment in Georgia Institute of Technology.

F. REPAIRS BY GEORGIA INSTITUTE OF TECHNOLOGY

Remediation and/or repairs to a housing space made within a reasonable amount of time and with minimal inconvenience to the Student and the Student Family shall not be reasons for reduction, abatement, or withholding of rent or other payments legally due for the inability to temporarily provide electricity, hot and cold water, heat and/or air conditioning, IT services including internet and building equipment.

Remediation and/or repairs to a housing space made within a reasonable amount of time and with minimal inconvenience to the Student and the Student Family to make necessary improvements or repairs to facilities which may result in temporary service outages, shall not be reason for rent adjustment or compensation.

V. CONTRACT TERMINATION BY STUDENT - BEFORE CONTRACT BEGINS

To terminate this Contract, the Student is required to submit notification on-line at <https://housing.gatech.edu> under [My Housing](#), where the Student applied.

Upon completion of on-line 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 on-line cancellation will be sent via email to the Student GT Email account. If the Student's Georgia Institute of Technology Email account has been disabled and the Student cannot log in on-line, 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 that 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.

If the Student prefers, a letter of cancellation can be sent via certified mail to Georgia Institute of Technology Department of Housing and Residence Life Office, Student Services Building, 353 Ferst Drive NW, Atlanta, GA 30332-0459. The postmark on the envelope sent by certified mail will be used as the date of official notification. Otherwise the date of receipt by the Department of Housing and Residence Life will govern.

Termination of this Contract before the last Saturday prior to the first day of class will result in the refunds as set forth in Section IV. E. above if proper notice of termination is received in the Georgia Institute of Technology Department of Housing and Residence Life Office by the dates indicated in Section IV. E.

VI. CONTRACT TERMINATION BY THE STUDENT - AFTER CONTRACT BEGINS

If terminating after the Contract begins, the Student is responsible for the full rental amount for the entire length of the contract. Prior to vacating housing by means of an official check-out (see section IX., B.) the Student must cancel the Contract online under [My Housing](#) at www.housing.gatech.edu. If the Student is unable to cancel online then the Student must submit a written notice of cancellation to the Department of Housing and Residence Life, Student Services Building, 353 Ferst Drive NW, Suite 102, Atlanta, GA 30332-0459.

A Student desiring to terminate 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 A, below.

- A. A Student withdrawing from Georgia Institute of Technology Department of Housing and Residence Life for one of the following reasons will be charged a prorated amount based on days of occupancy determined by completing an official check-out as defined in section IX., B.: (i) Graduation, (ii) Military, (iii) Medical, (iv) Approved Georgia Institute of Technology Co-op Program, Georgia Institute

of Technology Required Internship, Georgia Institute of Technology Study Abroad, or (v) Marriage.

- i. Graduation withdrawal requires written verification of graduation from the Registrar's Office. Graduation release is not when the Student has completed their thesis, dissertation and/or course work, but at the end of the semester in which the 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. The Department of Housing strongly encourages the 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 Housing and Residence Life, 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 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 the Student is requesting the release. It is encouraged the marriage certificate be submitted within thirty (30) days of the marriage.

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

VII. CONTRACT TERMINATION BY 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 of any unit at any time for violation by the Student or the

Student Family of the provisions contained herein or when it is in the best interest of Georgia Institute of Technology Department of Housing and Residence Life, Georgia Institute of Technology and/or the Student. No refunds will be granted to the Student in cases where the termination of the Contract is based upon disciplinary actions. The Student will be liable for the full Contract rate (Academic Year).

Georgia Institute of Technology Department of Housing and Residence Life may terminate this Contract and serve the Student written notice requiring the Student and the Student Family to vacate the premises for the following reasons:

- A. In accordance with Georgia Institute of Technology policies, failure to pay rent or any other housing charges when due will result in a **“HOLD”** being placed on the Student’s official transcript and will prevent subsequent registration at Georgia Institute of Technology.
- B. Noncompliance by the Student or the Student Family with the provisions of this Contract; Federal, State, and local laws and regulations; and Georgia Institute of Technology policies.
- C. Damage from fire, smoke or other causes making the residence hall and/or Apartment uninhabitable.
- D. Interference by the Student or the Student Family with the quiet and peaceful enjoyment by other residents of the Family Housing Apartments environment, including, without limitation, excessive volume of radio, musical instruments, televisions, stereos, other amplified sound equipment, voices, gaming etc.
- E. Behavior by the Student or the Student Family which, in Georgia Institute of Technology’s sole discretion, has a negative impact on the living and learning environment of the Family Housing Apartments.
- F. Malicious destruction of the common area furnishings and/or Georgia Institute of Technology property by the Student or the Student Family.
- G. Refusal by the Student or the Student Family to comply with the reasonable and lawful direction of Georgia Institute of Technology Staff, including Housing Staff acting in accordance with their duties and responsibilities.
- H. False statements or misrepresentations by the Student made in connection with the application or this Contract.
- I. Subleasing, assignment and/or sharing the Apartment unit other than with Student Family members approved in writing by the Georgia Institute of Technology Department of Housing and Residence Life.

- J.** Failure to submit information to the Georgia Institute of Technology Department of Housing and Residence Life Office concerning Student Family status upon application, or a change in status thereafter (e.g. the Student fails to report a change in the number of family members occupying the Apartment).
- K.** Any Student, Student Family member or guest improperly using “Emergency Exit Only” doors or emergency equipment for non-emergencies may be removed from Georgia Institute of Technology Housing and may be charged in any applicable Georgia Institute of Technology disciplinary process.
- L.** Student is dismissed or voluntarily withdraws from the Institution. This includes, without limitation, dismissal for unsatisfactory scholarship as set forth in the Registrar’s Office [Catalog Rules and Regulations, Section VI.C.6. \(Scholastic Regulations\)](#)
- M.** Admission or readmission is denied.
- N.** Housing eligibility, financial, and/or academic requirements are not met.

In the event of termination of this Contract by Georgia Institute of Technology, the Student will be notified by their official Georgia Institute of Technology email account of the Student’s housing cancellation and the date by which the official check-out must be completed. Failure to complete the official check-out will result in pro-rated rent and additional fees being billed to the Student’s account.

This Contract ends on the last day of finals Spring semester of the academic year for which the Student is living in the Apartment, unless otherwise provided in writing to Student from an authorized representative of Georgia Institute of Technology Department of Housing and Residence Life. In addition, or as an alternative to terminating the Contract, Georgia Institute of Technology Department of Housing and Residence Life reserves the right to pursue, in accordance with Georgia Institute of Technology policies, the disciplinary procedures specified in all Georgia Institute of Technology policies and procedures, the Georgia Institute of Technology [Student Code of Conduct](#) and the Georgia Institute of Technology Department of Housing and Residence Life Guide to Community Living for violations therein. The Executive Director of Housing and Residence Life or their designee has the sole option of canceling this Contract.

VIII. ASSIGNMENT PROCESS

- A. APARTMENT ASSIGNMENT** - Georgia Institute of Technology Family Housing Apartment assignments are made based on availability without regard to race, creed, color, or national origin. Assignment priority is based on date of receipt of the Georgia Institute of Technology Department of Housing and Residence Life

Application and this signed Contract along with the required prepaid rental and application fees.

- B. APARTMENT PREFERENCES** - Assignment to a preferred building or Family Housing Apartment is contingent upon availability and is **NOT GUARANTEED**. *If desired space is not available, the Student will be assigned the next available space. Contracts are not terminated if desired space or style is unavailable.*
- C. CONSOLIDATION/RELOCATION-** Georgia Institute of Technology Department of Housing and Residence Life reserves the right to make temporary assignments and to assign or reassign accommodations for the benefit of Georgia Institute of Technology, the Student, Georgia Institute of Technology Department of Housing and Residence Life, which includes the right to reassign students for the purpose of consolidation, disciplinary reasons, to schedule unoccupied rooms for guests' usage throughout the year, or other reasons as reasonably determined necessary by the Department of Housing and Residence Life.
- D. APARTMENT CHANGES** – Family Housing Apartment changes require authorization from the Assistant Director of Assignments or their designee.

IX. ACCESS TO APARTMENT

- A.** Georgia Institute of Technology Department of Housing and Residence Life shall at all times during the term of this Contract retain legal ownership and ultimate possession and control of the Student's Apartment and/or Georgia Institute of Technology property assigned to such Apartment. Georgia Institute of Technology Department of Housing and Residence Life reserves the right to maintain and preserve the residence halls/apartments, including the Apartment. The Student hereby agrees that Housing and Residence Life staff and Georgia Institute of Technology Facilities personnel may enter the Student's Apartment at any reasonable time for safety inspection, maintenance, cleaning, inventories, epidemic or emergency, to claim Georgia Institute of Technology property, pest control, occupancy verification and/or general repair. The Student hereby authorizes Georgia Institute of Technology Department of Housing and Residence Life personnel to allow access to the Student's Apartment when access is requested by any law enforcement officer possessing a valid search or arrest warrant. Georgia Institute of Technology Department of Housing and Residence Life 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.).
- 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 Georgia Institute of Technology Department of Housing and Residence Life 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 Georgia Institute of Technology's Department of Housing and Residence Life 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 official of Georgia Institute of Technology Department of Housing and Residence Life.

X. INSURANCE RESPONSIBILITY

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.

The 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.

XI. STUDENT RESPONSIBILITIES

Violations of any of the following provisions may result in fines, sanctions, probation, termination, suspension from Georgia Institute of Technology Department of Housing and Residence Life, or any combination of the above. **The Student hereby acknowledges and agrees that they are responsible for ensuring the Student Family's compliance with this Contract.**

A. DAMAGES – The Student is responsible for damages in the assigned Apartment, including the cost to repair or replace damage and/or furnishings whether caused by the Student, the Student Family, or guest(s) of the Student, or as collective liability in the event where the responsible person(s) remain anonymous.

- i. The Student is individually responsible for the cost of cleaning, replacement or repair of any breakage or damage within their Apartment and surrounding area.
- ii. The Student is jointly responsible for the cost of replacement or repair of any breakage or damage in the common areas within the assigned apartment building. Charges will be equally assessed as collective liability imposing a minimum charge of \$25.00 on the Student.
- iii. Residents of an Apartment may also be charged the expense (a minimum of \$25.00) of the repair or replacement of any property

in public areas judged damaged where the responsible person(s) remains anonymous.

- iv. The Student is responsible for maintaining the cleanliness of their Apartment. Charges for damages and/or cleaning shall be assessed against the Student's account which, in accordance with Georgia Institute of Technology policies, can result in a hold being placed on registration/graduation and /or the issuance of a transcript.

B. ALTERATIONS - No changes will be made in the Apartment by the Student or the Student Family without written permission from the Senior Director of Housing and Residence Life for 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, clothes line, lofts, window coverings, wallpaper, painting, plumbing, electrical, heating, other structural changes or alterations, or the removal of Georgia Institute of Technology washer and dryer and its replacement with items owned by the Student.

C. Neither the Student nor the Student Family shall not use or store in Student's Apartment, storage area or common area any of the following:

- i. Firearms, ammunition, explosives (including, without limitation, firecrackers and fireworks), weapons, hunting bows, arrows, paint ball guns, pellet or BB guns, knives, martial arts equipment, hazardous chemicals, gasoline driven vehicles of any kind, vehicle parts, heavy repair equipment or accessories to any vehicle or engine parts
- ii. Toaster ovens, toasters, air-fryers and deep fryers, instant pots/pressure cookers. Electrical items other than clocks, radios, stereo equipment, televisions, computers, or other low-wattage appliances. Microwave ovens must use less than 10 amps of power. Mini refrigerators must be 4.5 cubic feet or smaller
- iii. Exterior television or radio antennas or satellite dishes
- iv. Waterbeds or water-filled furniture
- v. Motorcycles of any type
- vi. Neon signs
- vii. Open flame-burning or coiled items/hot plates
- viii. Halogen-torchiere lamps
- ix. Air-conditioning units not supplied by the Georgia Institute of Technology Department of Housing and Residence Life
- x. Kerosene heaters
- xi. Heat lamps
- xii. Gas or battery operated vehicle (including, without limitation, dockless vehicle, hovercraft, moped, scooter, skateboard etc.)

- xiii. Burning candles of any type
- xiv. 3D printers

- D.** The Student's Apartment shall not be used for commercial, solicitation, or other business purposes.
- E.** The Student's Apartment shall not be sublet or assigned to another party. This is cause for immediate eviction. In such event, Student shall be liable for all charges and fees due and owing under this Contract.
- F.** The Student is responsible for cleaning their Apartment, removing waste materials regularly, and maintaining reasonable sanitation and safety standards. Family Housing Apartments are subject to regularly scheduled inspections. Failure to maintain Family Housing Apartments in a safe and sanitary condition is grounds for termination of this Contract.
- G.** The Student and the Student Family are prohibited from tampering with any Georgia Institute of Technology locks, or installing new or additional locks or deadbolts. Neither the Student nor the Student Family shall alter or duplicate any Apartment or exterior door keys or mailbox keys. Any Student or Student Family Member in possession of any duplicated keys will be charged for re-keying the Apartment or exterior doors and may face criminal charges and/or other disciplinary action.
- H.** The Student and the Student Family are prohibited from loaning or allowing another person(s) the use of their keys or BuzzCard to gain access to a residence hall or apartment, including the Apartment.
- I.** Georgia Institute of Technology policies and regulations and Georgia State law do not permit gambling, alcohol in public areas, possession or use of alcoholic beverages by those under the age of 21 or illegal drugs in state-owned buildings.
- J.** The Student and the Student Family are prohibited from having any pet(s) of any type, except for service and assistance animals as determined in accordance with the Americans With Disabilities Act of 1990, as amended, the Fair Housing Act and the Georgia Institute of Technology ADA policies and procedures, in the residence halls or Family Housing Apartments, with the sole exception of harmless aquatic fish in aquariums of 10 gallons or less. Pets are prohibited in or around the residence halls and Family Housing Apartments, including visiting pets.
- K.** The Student is responsible at all times for all activities in their assigned Apartment in accordance with this Contract, Georgia Institute of Technology policies, including the [Georgia Institute of Technology Department of Housing and](#)

[Residence Life Guide to Community Living](#), and applicable federal, state, and local laws.

- L.** Neither the Student nor the Student Family shall threaten, disturb, harass, or interfere with Georgia Institute of Technology staff in the performance of their duties and responsibilities.
- M.** No Student, Student Family member or guest may tamper with any fire equipment, i.e., pull alarms, hoses, fire extinguishers, heat sensors, smoke detectors (including batteries), sprinkler heads, etc. Intentional violations of the above will result in a fine and/or notification of the Georgia Institute of Technology Police and the Office of the Dean of Students and/or local law enforcement agencies for possible criminal charges and/or other disciplinary action.
- N.** Furniture or plants from common areas, lounges and study areas are not allowed in the Student's Apartment.
- O.** **Georgia Tech is a Tobacco-Free Campus, in accordance with the [Tobacco- and Smoke-Free Campus Policy](#) passed by the Board of Regents in March 2014.** This policy bans all forms of tobacco on all university and college campuses in the University System of Georgia (USG). The ban includes traditional cigarettes and chewing tobacco as well as e-cigarettes, clove cigarettes, pipes, and hookahs. The goal of the policy is to protect and improve the health, comfort, and environment of students, employees, and any persons occupying USG campuses.
- P.** The Student and the Student Family are required to comply with all terms and conditions of this Contract; with all Federal, State and local laws and regulations; and Georgia Institute of Technology policies.

XII. STUDENT NONCOMPLIANCE - In the event the Student or the Student Family fails to comply with any of the terms and conditions of the Contract, Georgia Institute of Technology Department of Housing and Residence Life may take the following actions against the Student:

- A.** Cancel this Contract without a 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, the Student Family and/or any of their guest(s) (invited or otherwise).
- D.** Utilize any and all remedies, including equitable and legal, judicial and/or administrative relief, which are available.

- E. Failure to initiate actions on one or more breach(es) will not constitute a waiver, and initiation of any one remedy will not constitute an election of remedies barring the use of other or cumulative remedies.

XIII. OVERNIGHT GUEST(S)

The Associate Director of Housing and Residence Life for Family Housing, or their designee, must approve visitation periods beyond three (3) days, in advance and in writing. A \$25.00 per day per guest rental fee will be assessed to the Student's housing account. Failure to register guests with Georgia Institute of Technology Department of Housing and Residence Life will result in a \$100.00 guest rental fee for any unauthorized occupancy. Guests are welcome to stay in the Apartment for a maximum of two (2) consecutive weeks, providing the following stipulations are adhered to: a) Student host extending invitation is present during the guest's stay; b) The Student host assumes responsibility for all the guests' actions, damages and violation of rules; guests will be subject to immediate eviction if the guests' behavior is deemed inappropriate by Georgia Institute of Technology Department of Housing and Residence Life Staff; c) Guests must adhere to all federal, state and local laws, and the policies and procedures of Georgia Institute of Technology, including without limitation the Department of [Housing and Residence Life policies](#). Unauthorized occupancy may result in the termination of this Contract.

XIV. MODIFICATION OF RATES/COLLECTION OF PAST DUE AMOUNTS

The Student will pay the charges for the Apartment on or before the dates specified in the schedule of rates. Georgia Institute of Technology Department of Housing and Residence Life reserves the right to increase room rates upon not less than 30 days' written notice to the Student.

The 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.

XV. GEORGIA INSTITUTE OF TECHNOLOGY STANDARDS

Georgia Institute of Technology Department of Housing and Residence Life reserves 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 propriety to an educational environment or the health

and welfare of Students in Georgia Institute of Technology Department 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 for 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.

XVI. MENINGITIS INFORMATION

By statute, Official Code of Georgia Annotated (O.C.G.A.) Section 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>

XVIII. NO WAIVER

Failure of Georgia Institute of Technology to enforce or pursue any of its rights hereunder shall not act as a waiver of that right or any other right to later exercise any right or enforce any remedy which it may have at law and/or equity.

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 Contract. This agreement obligates the Student to reside in a Family Housing Apartment for the entire academic year or remainder thereof, as applicable. As the Student, I understand that I will jointly occupy my assigned Apartment with my Student Family listed on the application.

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>Department of Housing and Residence Life web-page</u>	<u>http://housing.gatech.edu/rates</u>
<u>bursar.gatech.edu</u>	<u>http://bursar.gatech.edu/content/bursar-calendar</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>Application Selection Process</u>	<u>https://housing.gatech.edu/eligibility-process</u>
<u>Catalog Rules and Regulations, Section VI.C.6. (Scholastic Regulations)</u>	<u>http://catalog.gatech.edu/rules/6/</u>
<u>Tobacco and Smoke-Free Campuses Policy</u>	<u>https://www.usg.edu/policymanual/section6/C2663</u>