

2016-2017
FAMILY HOUSING APARTMENT CONTRACT
ACADEMIC YEAR CONTRACT
GEORGIA INSTITUTE OF TECHNOLOGY
TERMS AND CONDITIONS OF OCCUPANCY

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

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 room.

The Student, spouse, children are hereafter referred to collectively as the “Student”. ACCEPTING BY ELECTRONIC SIGNATURE THE STUDENT ACKNOWLEDGES THAT THEY HAVE READ AND AGREE TO THE FULL TERMS AND CONDITIONS OF THIS CONTRACT.

PLEASE NOTE: Student’s submission of this signed Contract with the application, and the required fee of \$600.00 (\$520.00 prepaid rent \$80.00 non-refundable application fee), and copy of Marriage Certificate, Birth Certificates and Visa’s if applicable, (If not in English a certified English translation is required) action constitutes intent to live in the Georgia Institute of Technology Family Housing Apartments, in accordance with all terms and conditions of this Contract. Acceptance of this Contract does not confirm admission to Georgia Institute of Technology. The Student is urged to read carefully the contents of this Contract before ACCEPTING.

I. CONTRACT COMMITMENT

No term or condition of this Georgia Institute of Technology Family Housing Apartment 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 express or implied.

II. CONDITIONS AND TERMS OF THIS CONTRACT

A. ELIGIBILITY AND APPLICATION

The Student must be enrolled full-time for Fall and Spring Semesters in order to maintain eligibility. 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 check-out within twenty-four hours after

withdrawal. Exceptions to these criteria may be made at the discretion of the Executive Director of Housing and will be in writing.

The Student's Contract will be processed regardless of the status of the Student's admission to Georgia Institute of Technology. If admission to Georgia Institute of Technology is denied, it is the responsibility of the Student to notify Georgia Institute of Technology's Department of Housing 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.

Domestic Partnerships must be verified and approved by the Office of The Dean of Students. The Student is not required to attend classes for the Summer Semester. "A married or single parent and their minor child(ren), including foster child(ren) and wards must jointly occupy the apartment at least 25 days per month. Only minor child(ren), including foster child(ren) and wards may reside in the apartment with the parent(s). Families with three or four members will be assigned a two bedroom apartment. No more than four persons may reside in a two-bedroom apartment. Proof of legal guardianship must be submitted to the Graduate and Family Housing Office prior to the arrival of these child(ren). A Student may petition the Executive Director of Housing for a waiver of this requirement."

B. NOTIFICATION

Georgia Institute of Technology Department of Housing 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, Georgia Institute of Technology Student Conduct Code and the Georgia Institute of Technology Department of Housing Community Guide (Technically Speaking) 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 Students.

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. **THIS CONTRACT IS FOR THE BELOW-NAMED STUDENT ONLY.** This contract is not transferable.

III. DURATION OF CONTRACT

- A. **FULL ACADEMIC YEAR** - This contract begins August 20, 2016 and terminates on May 5, 2017. Should the Student occupy or take control of the key to an assigned space prior to August 20, 2016 the contract begins and rent will be pro-rated per day charges will be applied to the Student's Oscar account. This contract terminates at the end of the Spring Semester May 5, 2017.
- B. This Contract is entered into between the undersigned Student and the Georgia Institute of Technology by and on behalf of The Board of Regents of the University System of Georgia for accommodations for the academic year.
- C. The Student is liable for all applicable rates, damages, and fees imposed or assessed for the full length of this Contract regardless of occupancy.

IV. CONTRACT RENEWAL

- A. This contract may be renewed for up to two years for a Student seeking a Master's degree or up to five years for Students seeking a Ph.D degree.
- B. For contracts ending May 6, 2016, the Student must reapply for Summer Semester 2016 and the 2016-2017 academic year on or before March 31, 2016 to maintain your current apartment.

V. RATES / REFUNDS / CANCELLATION

- A. **PREPAID RENT** - A payment of \$600.00 (\$520.00 rent prepayment and an \$80.00 application fee) is due upon submission of the application and this Contract. The application fee is not to be considered a part of the rent payment and is separate from the rental amount.
- B. **APPLICATION FEE** - The \$80.00 application fee is non-refundable.
- C. **A DELAY OF PREPAYMENT** – The Student who is eligible for a delay of prepayment will be billed according to the cancellation dates outlined in Section V., if the application is terminated prior to the contract beginning.
- 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 Web-Page for the use of Family Housing accommodations during the terms of this contract payable on or before the first business day of each month.

The Student is responsible for payment of all specified rates, damages, and fees. No refunds will be granted if the Student arrives after the assignment date. The Student agrees to pay monthly rent on or before the First day of each month. Late fees of \$30.00 will accrue if the Student's account is not paid by 2:00 p.m. the 10th day of the month in which they are due. Students moving in prior to the first day of the month will be responsible for the prorated rent and fees. Furthermore, the Student agrees to pay \$30.00 for each bad check issued to Georgia Institute of Technology. Payment for Contracts issued after the due dates are due within two (2) business days; late fees will go into effect on the third business day. No waiver of late fees will be made. The undersigned Student understands that failure to satisfy their financial obligations may result in penalties, including, but not limited to, suspension, the withholding of registration, and/or the refusal to issue transcripts or diploma.

Student understands and agrees that they shall reimburse Georgia Institute of Technology for any and all costs incurred by Georgia Institute of Technology (or any entity acting on Georgia Institute of Technology's behalf) in any action for collection of sums due hereunder, including, but not limited to, court costs, collection agency fees, attorney's fees, interest fees and any other related fees. 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.

Failure to provide electricity, hot and cold water, heat and/or air conditioning, phone service or cable TV shall not be a reason for reduction, abatement, or withholding of rent or other payments legally due. No rent adjustment or other compensation shall be claimed by the Student for inconvenience or discomfort from the making of repairs, improvements to facilities, or temporary service outages, providing such occurrences are remediated within a reasonable amount of time and with minimal inconvenience to the Student.

- E. **CANCELLATION DATES** - The date by which the Student's on-line or written notice of cancellation of this Contractual agreement must be received by Georgia Institute of Technology Department of Housing Office to terminate this Contractual agreement is listed below.

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

For Contracts beginning Fall Semester 2016

CANCELLATIONS received through March 31, 2016 the Student will receive a refund of \$450.00. First time Georgia Institute of Technology Housing applicants will receive a refund of \$370.00. If a delay of prepayment was accepted by the Student the Student will be billed \$150.00. First time Georgia

Institute of Technology Housing applicants accepting a delay of prepayment will be billed \$230.00.

CANCELLATIONS received April 1, 2016 through April 30, 2016 the Student will receive a refund of \$300.00. First time Georgia Institute of Technology Housing applicants will receive a refund of \$220.00. If a delay of prepayment was accepted by the Student the Student will be billed \$300.00. First time Georgia Institute of Technology Housing applicants accepting a delay of prepayment will be billed \$380.00.

CANCELLATIONS received May 1, 2016 through June 30, 2016 the Student will receive a refund of \$150.00. First time Georgia Institute of Technology Housing applicants will receive a refund of \$70.00. If a delay of prepayment was accepted by the Student the Student will be billed \$450.00. First time Georgia Institute of Technology Housing applicants accepting a delay of prepayment will be billed \$530.00.

CANCELLATIONS received July 1, 2016 through July 31, 2016 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, 2016 through August 14, 2016 the student, who is registered and attends classes at Georgia Institute of Technology for fall semester 2016, 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 their 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 2017

CANCELLATION received before or on November 15, 2016 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)

CANCELLATION after November 15, 2016 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 their 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.

VI. CONTRACT TERMINATION BY STUDENT - BEFORE CONTRACT BEGINS

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

Upon completion of on-line cancellation the Student will receive a cancellation request email which should be retained as proof of cancellation. The Student will receive a confirmation of the on-line cancellation that will be sent via email to the Student GT Email account. If the Student’s GT 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 event of an email cancellation, no confirmation of cancellation will be given unless requested. If the Student prefers, a letter of cancellation can be sent via certified mail to Georgia Institute of Technology Department of Housing 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 will govern. Notice to cancel prior to occupancy, if notification is received 60 days prior to initial move-in date the pre-paid rent of \$520.00 will be refunded in full. The application fee is non-refundable. If notification is received less than 60 days prior to initial move- in date the \$520.00 pre-paid rent is forfeited. The Student will not be held responsible for the balance of the Contract period. **The application fee is non-refundable.**

VII. 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 X., 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, 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 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 X., B.: (1) Graduation, (2) Military, (3) Medical, (4) Georgia Institute of Technology Co-op Program, Georgia Institute of Technology Required Internship, Study Abroad, or (5) Academic Dismissal.
- 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 licensed practicing physician. The supporting documentation must be submitted within 30 days from the occurrence date of the medical condition. **A Georgia Institute of Technology Student Health Services physician will review and make recommendations to the Executive Director of Housing for all medical withdrawal requests. All medical withdrawal requests are unique. The types of situations that may warrant an approval of a Medical withdrawal include, but are not limited to, unexpected medical condition or change(s) to an existing medical condition. All requests for Medical withdrawals will be determined on a case by case basis.**
 - iv. Georgia Institute of Technology Co-op, Internship, and Study Abroad Programs release requires a completed “Verification of Employment/Study Abroad: Georgia Tech Internship, Co-op and Abroad Programs” form, attainable through your program advisor or program coordinator. Georgia Institute of Technology Internships and

Co-ops release need to extend 35 miles from the Georgia Institute of Technology main campus.

- v. For a Marriage release, the marriage must take place during the semester the Student is requesting the release. A marriage certificate must be submitted within 30 days of the marriage.
- vi. Academic Dismissal is define by the Georgia Institute of Technology Registrar's Office Rules and Regulations, Section VI. Scholastic Regulations, C., 6. The Student will be notified by their official Georgia Institute of Technology email account of the Student's housing cancellation and if applicable, dates by which the official check-out must be completed by. Failure to complete the official check-out will result in a **daily** charge of \$75.00 being billed to the student's account.

The Department of Housing 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 shall determine the sufficiency of the documentation presented. Otherwise, the Student will be responsible for the remainder of the Contract (rent and fees).

Georgia Institute of Technology Department of Housing may terminate this Contract and take possession of any unit at any time for violation of the provisions contained herein or when it is in the best interest of Georgia Institute of Technology Department of Housing, 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).**

VIII. CONTRACT TERMINATION BY GEORGIA INSTITUTE OF TECHNOLOGY DEPARTMENT OF HOUSING

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

- A. 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 with the rules and regulations of this Contract; Federal, State, and local laws; or Georgia Institute of Technology policies.
- C. Damage from fire, smoke or other causes making the apartment uninhabitable.

- D. Failure to respect the rights of others through the creation of loud noise, obnoxious odor or other sensory disturbance which interferes with the quiet and peaceful enjoyment of the residence hall/apartment environment. Loud noise will include, but not be limited to, excessive volume of radio, musical instruments, televisions, stereos, other amplified sound equipment, voices, gaming etc.
- E. Behavior which, in Georgia Institute of Technology's sole discretion, has a negative impact on the living and learning environment of the residence halls/apartments.
- F. Malicious destruction of the common area furnishings and/or Georgia Institute of Technology property.
- G. Refusal to comply with the 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, and or sharing the apartment unit.
- J. Failure to submit information to the Georgia Institute of Technology Central Housing Office concerning Student and family status upon application, or a change in status thereafter (i.e. The Student fails to report their family returns home and only the Student remains occupying the apartment. **Or** the Student fails to report a child being born).
- K. Student is dismissed or voluntarily withdraws from the Institution.
- L. Admission or readmission is denied.
- M. Housing eligibility, financial, and/or academic requirements are not met.

Georgia Institute of Technology Department of Housing may terminate this Contract and take possession of any unit at any time for violations of the provisions contained herein, or when it is in the best interest of Georgia Institute of Technology Department of Housing, 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 for the remainder of the Academic Year.**

This Contract ends on the last day of finals Spring semester of the academic year for which the Student is living in the residence hall/apartment, unless otherwise provided. In addition,

or as an alternative to terminating the Contract, Georgia Institute of Technology Department of Housing reserves the right to pursue 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 Community Guide for violations therein. The Executive Director of Housing has the sole option of canceling this Contract.

IX. ASSIGNMENT PROCESS

- A. **APARTMENT ASSIGNMENT** - Georgia Institute of Technology Family 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 Application and the Georgia Institute of Technology Department of Housing Contract along with the required prepaid rental and application fee.
- B. **APARTMENT PREFERENCES** - Assignment to a preferred building or 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** - Georgia Institute of Technology Department of Housing reserves the right to reassign students for the purpose of consolidation and to schedule unoccupied rooms for guests' usage throughout the year. Where there is a vacant space, it must be maintained in a manner by the occupant(s) that will allow a student to move in immediately. Georgia Institute of Technology Department of Housing reserves the rights 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, or a living unit.
- D. **APARTMENT CHANGES** - Apartment changes require authorization from the Assistant Director of Assignments or Central Housing or designee. There is a \$500.00 transfer fee for any apartment changes requested by the Student, for reasons other than a change in family status.

X. ACCESS TO APARTMENT

- A. Georgia Institute of Technology Department of Housing 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 reserves the right to maintain and preserve the residence halls/apartments. The Student hereby agrees that Housing 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 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 reserves the right to remove and hold in storage any items deemed hazardous to the building or its occupants (i.e., 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 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 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.** A transcript "Hold" will be placed against the Student who moves out of an apartment prior to the completion of the terms of the Contract period. The "Hold" will remain in force until all terms and conditions of this Contract are met.

XI. 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.

XII. STUDENT RESPONSIBILITIES

Violations of any of the following may result in fines, sanctions, probation, termination, suspension from Georgia Institute of Technology Department of Housing, or any combination of the above.

- A. **DAMAGES** – (1) The Student is individually responsible for the cost of cleaning, replacement or repair of any breakage or damage within his or her apartment, and surrounding area. (2) The Student is also jointly responsible for the cost of replacement or repair of any breakage or damage in the common areas within his or her assigned apartment/building. Charges will be equally assessed to adjacent apartments in which the Student resides in the event the responsible person(s) remains anonymous (collective liability). (3) The Student will also be responsible for damage done by their dependent(s) and visitors and shall reimburse Georgia Institute of Technology for all damages. (4) Pets are prohibited in or around the Residence Halls. This also applies to visiting pets. (5) Residents of a Residence Hall/Apartment may also be assessed the expense (minimum charge of \$25.00) of the repair or replacement of any property in public areas judged damaged by residents or their guests in a given room/apartment. (6) The Student is responsible for maintaining the cleanliness of their room/apartment. Charges for damages and/or cleaning shall be assessed against the Student's registration/graduation and /or the issuance of a transcript.
- B. **ALTERATIONS** - No changes will be made in the apartments by the Student without written permission from the Senior Director of Georgia Institute of Technology Department of Housing for Facilities Management. 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. Student shall not use or store in Student's apartment, storage area or common area any of the following:
- i. Firearms, ammunition, explosives (including 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. 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
 - 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
 - x. Kerosene heaters
 - xi. Heat lamps
- 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, this is cause for immediate eviction.
- F. The Student is responsible for cleaning his or her apartment, removing waste materials regularly, and maintaining reasonable sanitation and safety standards. Apartments are subject to regularly scheduled inspections. Failure to maintain apartments in a safe and sanitary condition is grounds for termination of the Contract.
- G. The Student is prohibited from tampering with any Georgia Institute of Technology lock, or installing new or additional locks or deadbolts. The Student shall not alter or duplicate any apartment or mailbox keys. Any Student in possession of any duplicated keys will be charged for re-keying the room, apartment or exterior doors and may face criminal charges.
- H. The Student is prohibited from loaning or allowing another person(s) the use of their keys or BuzzCard to gain access to a residence hall or apartment for which they are not authorized.
- 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 is prohibited from having any animals of any type, except for certified assistant animals as determined in accordance with the Georgia Institute of Technology ADA policy, in the residence halls or apartments or adjacent grounds, with the sole exception of harmless aquatic fish in aquariums of 10 gallons or less.
- K. The Student is responsible at all times for all activities in his or her assigned apartment in accordance with this Contract, Georgia Institute of Technology and Housing policies, and applicable federal, state, and local laws.
- L. The Student shall not threaten, disturb, annoy, harass, or interfere with Georgia Institute of Technology staff in the performance of their duties and responsibilities.

- M. No Student or 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.
- N. Furniture or plants from common areas, lounges and study areas are not allowed in the Student's room or apartment.

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.

XIII. STUDENT NONCOMPLIANCE - In the event the Student fails to comply with the Terms and Conditions of the Contract, Georgia Institute of Technology Department of Housing may take the following actions against the Student:

1. Cancel this Contract without a notice.
2. Serve notice to vacate the premises pursuant to applicable Georgia Institute of Technology policies and state laws.
3. Take action to recover the cost of damage caused by the Student, the Students spouse and dependents, any of their guest (invited or otherwise).
4. Utilize any and all remedies, including equitable and legal, judicial and/or administrative relief, which are available.
5. 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.

XIV. OVERNIGHT GUEST(S)

The Associate Director of Housing for Family Housing or 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 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 Staff; c) Guests must adhere to all federal, state and local laws, and Georgia Institute of Technology and the Department of Housing policies. Unauthorized occupancy may result in the termination of this Contract.

XV. MODIFICATION/COLLECTION EXPENSES

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 reserves the right to increase rent upon 30 days written notice to the Student. Any collection costs incurred by Georgia Institute of Technology Department of Housing in closing Student's account will be assessed to the Student and will become part of the Student's total financial obligation to Georgia Institute of Technology. **If the Student's account is not satisfied within four weeks of the last day of occupancy, the Student's account will be sent to Collections.**

XVI. GEORGIA INSTITUTE OF TECHNOLOGY STANDARDS

Georgia Institute of Technology Department of Housing 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 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.

Georgia Institute of Technology Department of Housing 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 bears no liability for damage to property involuntarily removed, where the Student refuses to take control.

XVII. COSTS/FEES

The Student agrees to pay all damages, expenses, court costs and reasonable attorneys' fees, whether or not court proceedings are necessary, that may be incurred in enforcement of Georgia Institute of Technology Department of Housing's rights under this Contract.

XVIII. MENINGITIS INFORMATION

By statute, Georgia Code 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>

XIX. RESIDENCE LIFE PROGRAMS ASSUMPTION OF RISK

Many programs, activities and workshops may involve risks of injury, property damage and other dangers associated with participation in such activities. Dangers peculiar to such activities include, but are not limited to: Hypothermia, broken bones, strains, sprains, bruises, drowning, concussion, heart attack and heat exhaustion. If the Student chooses to participate in any **Residence Life Program**, they understand and realize that there are inherent risks, hazards and dangers involved including the training, preparation for, and travel to and from such activities. It is the responsibility of each participant to engage only in those activities and programs for which they have the prerequisite skills, qualifications, preparation and training. The Institute does not warrant or guarantee in any respect the competency or mental or physical condition of any trip leader, vehicle driver, instructor, or individual participant in any athletic, recreational, adventure program or workshop. By choosing to participate in programs and activities sponsored by Georgia Institute of Technology Residence Life, the Student understands and accept the risks and damages associated with said participation.

Contract Acceptance

The Student has read and understands the terms and conditions of this Contractual Agreement. This agreement obligates the Student to reside in the family apartments 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 spouse, and/or children/dependents listed on the application.