

**GEORGIA TECH
FAMILY HOUSING APARTMENT CONTRACT
TERMS AND CONDITIONS OF OCCUPANCY**

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

This contract begins _____ and ends _____.

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.

BY ACCEPTING BELOW, (EITHER ON-LINE OR BY RETURNING THE SIGNED SIGNATURE FORM AT THE END OF THIS CONTRACT to Georgia Institute of Technology Graduate and Family Housing Office, located in the Tenth & Home at 251 Tenth Street NW, A153, Atlanta, GA 30318.) YOU ACKNOWLEDGE THAT YOU HAVE READ AND AGREE TO THE FULL TERMS AND CONDITIONS OF THIS CONTRACT.

Student's submission of this signed Contract with the application, and the required fee of \$300.00 (\$220.00 prepaid rent \$80.00 non-refundable application fee), and copy of marriage certificate and birth certificates if applicable, (If not in English a certified English translation is required) action constitutes intent to live in the Georgia Tech 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.

II. CONDITIONS AND TERMS OF THIS CONTRACT

A. ELIGIBILITY AND APPLICATION

The Student or prospective Student and (if required) his or her parent, guardian, or other guarantor, are hereafter referred to collectively as the "Student". The Student certifies and agrees that he/she is eligible to live in Georgia Institute of Technology Family Housing Apartment under the following conditions: at least one resident must be enrolled as a full- time graduate or undergraduate student in a degree-seeking program at Georgia Institute of Technology. Full- time status is defined as enrollment of nine (9) credit hours. Only students of Georgia Institute of Technology who are registered for a minimum of nine (9) credit hours shall be eligible for 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 check-out within twenty-four hours after withdrawal. Exceptions to these criteria may be made at the discretion of the Senior Director of Housing and will be in writing.

The Student must be enrolled full-time for Fall and Spring Semesters in order to maintain eligibility. The Student is not required to attend classes for the Summer Semester. "A married or single parent and his/her 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. 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 Senior Director of Housing for a waiver of this requirement."

Occupancy of on-campus housing is a privilege extended upon reasonable and satisfactory personal conduct and proper care of Georgia Institute of Technology facilities. Georgia Institute of Technology does not provide supervisory personnel for children in the family apartment complex. The Student is responsible for the supervision and safety of his/her children and dependents at all times.

The Student's application and 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 Department of Housing in writing within ten (10) day 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 offices (i.e., Admissions Office, Registrar's Office, Graduate Student Office etc.) **DO NOT** comply with this requirement.

B. NOTIFICATION

Georgia Tech Department of Housing will send notices/correspondence to the Student's permanent address indicated on file in the Registrar's Office or via the Student's GT email account. It is the Student's responsibility to notify the Georgia Tech Registrar's Office of any change in their address.

C. The Family Housing Apartment schedule of rates, all Georgia Tech policies and procedures, The Code of Policies and Procedures for Students at Georgia Tech, and the Family Housing Community Guide are incorporated by reference herein and become part of this Contract.

- D. Georgia Tech 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.
- E. **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 his/her status. **THIS CONTRACT IS FOR THE BELOW-NAMED STUDENT ONLY.**

III. DURATION OF CONTRACT

- A. **One year (twelve months)** - The terms and conditions of this Contract is one year, commencing upon the Student's assigned move in date. **Students moving in prior to the first day of the month will be responsible for the prorated rent for the initial month of move in and twelve consecutive months rent and fees thereafter.**
- B. The Student is liable for all applicable rates, damages, and fees imposed or assessed for the full length of this Contract regardless of occupancy.
- C. The Contract may be renewed for up to two years for a Student seeking a Masters degree or up to five years for students seeking a Ph.D. degree.

IV. RATES / REFUNDS / CANCELLATION

- A. **PREPAID RENT** - A payment of \$300.00 (\$220.00 rent prepayment and a \$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. **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 late fees of \$30.00 if his/her 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 \$25.00 for each bad check issued to Georgia Institute of Technology.

The undersigned Student understands that failure to satisfy his/her 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 he/she 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.

V. CONTRACT TERMINATION BY STUDENT - BEFORE OCCUPANCY

To terminate this Contract prior to occupancy, the Student is required to submit notification in person or via certified mail or email to the Georgia Institute of Technology, Graduate and Family Housing Office, located in the Tenth and Home Office at 251 Tenth Street NW, A153, Atlanta, GA 30318. **Notification must be in writing.** The postmark on the envelope will be used as the date of official notification. Termination of this Contract prior to occupancy will result in the following refunds if written notification of termination is received in the Georgia Institute of Technology Department of Housing Office by the dates indicated: Student must provide Georgia Institute of Technology Department of housing 30 days notice to cancel prior to occupancy, if notification is received 30 days prior to initial move-in date the pre-paid rent of \$220.00 will be refunded in full. The application fee is non-refundable. If notification is received less than 30 days prior to initial move- in date the \$220.00 pre-paid rent is forfeited and the Student will be charged one month's rent and fees as liquidated damages. The Student will not be held responsible for the balance of the Contract period. The application fee is non-refundable.

VI. CONTRACT RELEASE BY THE STUDENT - AFTER OCCUPANCY

A Student desiring to terminate this Contract prior to the completion of this Contract (which is **ONE YEAR (twelve months)**, Section III) may do so only for the reasons listed in Section A below. Students wishing to terminate this Contract and withdraw from Georgia Institute of Technology prior to the completion of this Contract for reasons other

than those listed in Section A below will be liable for all the terms and conditions contained herein regardless of occupancy. The Student must submit an Intent To Vacate Petition Form to Georgia Institute of Technology Department of Housing, Graduate and Family Housing Office, located in the Tenth & Home at 251 Tenth Street NW, A153, Atlanta, GA 30318). **Submission of the Intent To Vacate Petition Form does not release the Student from the Contract obligations.** The Student may be released from this Contract only by following the procedures listed in Sections 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: (1) Graduation, (2) Military, (3) Medical, (4) Georgia Institute of Technology Co-op Program, (5) Georgia Institute of Technology Required Internship, Study Abroad, or (6) Academic suspension. The release must occur during the Semester for which the Student is requesting to be released (i.e., for a marriage release, the marriage must take place during the semester the Student is asking for the request for withdrawal within 30 days prior to the requested effective date of contract termination). Georgia Institute of Technology shall determine the sufficiency of the documentation presented. Otherwise, the Student will be responsible for the remainder of the Contract (rent and fees).
- B. Graduation withdrawal requires written verification of graduation from the Registrar's Office. Military withdrawal requires original military orders and withdrawal from Georgia Institute of Technology. Medical withdrawal requires the signed recommendation and supporting documentation from a licensed practicing physician. **A Georgia Institute of Technology Student Health Services physician will review and make recommendations to the Senior 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.**

The Department of Housing will make copies of the above requested original documents.

Georgia Institute of Technology Co-op Program, Georgia Institute of Technology Internships and Study Abroad Program require written documentation from the appropriate Department Head or Dean. Co-op and Georgia Institute of Technology Internships release need to extend 35 miles from the Georgia Institute of Technology main campus.

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

Georgia Institute of Technology 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 Family Housing Apartments; 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, etc.
- E.** Behavior which has a negative impact on the living and learning environment of the apartment unit.
- 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.** Georgia Institute of Technology 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 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 remainder of the Contract.***
- J.** Sub- leasing, and or sharing the apartment unit.

- K.** Failure to submit information to the Georgia Institute of Technology Graduate and Family Housing Office concerning student status and family status. (i.e. The family returns home and only the student is occupying the apartment).
- L.** Student is dismissed or voluntarily withdraws from the Institution.
- M.** Admission or readmission is denied.
- N.** Housing eligibility, financial, and/or academic requirements are not met.
- O.** Student commits any violation of Georgia Institute of Technology rules and regulations set forth in the Student handbook or official Georgia Institute of Technology publications.

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 Code of Policies and Procedures for Students at Georgia Institute of Technology, and the Family Housing Community Guide for violations therein. The Director of Georgia Institute of Technology Department of Housing or designee has the sole option of canceling the Contract.

VIII. ASSIGNMENT PROCESS

- A. APARTMENT ASSIGNMENT** - Georgia Institute of Technology Family Apartment assignments are made 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. REASSIGNMENTS** - 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 for Graduate and Family Housing or designee. There is a \$150.00 transfer fee for any apartment changes requested by the Student, for reasons other than a change in family status.

IX. ACCESS TO APARTMENT

- A.** Georgia Institute of Technology shall at all times during the term of this Contract retain legal ownership of the apartment. Georgia Institute of Technology reserves the right to maintain and preserve the Family Housing Apartments. The Student hereby agrees that Housing staff and/or Georgia Institute of Technology Facilities personnel may enter the Student's apartment at any reasonable time, and, if possible, with reasonable notice for safety inspection, maintenance, cleaning, inventories, emergencies, pest control, occupancy verification and/or general repair. The Student hereby authorizes Georgia Institute of Technology 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 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, 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; 2) The apartment and storage area has been cleaned by the Student; and 3) The proper check out records and keys have been returned to Family Housing Staff 4) Georgia Institute of Technology parking permit is returned to the Georgia Institute of Technology Parking Office. **Failure to meet the scheduled check out time or appointment will result in an automatic charge of \$75.00. 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.

X. INSURANCE RESPONSIBILITY

Georgia Tech, its officers, employees, or agents are not responsible for the loss, damage, or destruction of the Student's personal property. If insurance coverage is desired, it is the Student's responsibility to acquire such coverage.

XI. STUDENT RESPONSIBILITIES

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

- A. DAMAGES** - The Student is individually responsible for the cost of cleaning, replacement or repair of any breakage or damage within his or her apartment, patio, storage cage and surrounding area. 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. The Student will also be responsible for damage done by their dependent(s) and visitors. Charges will be evenly assessed to adjacent apartments in which the Student resides in the event the responsible person(s) remains anonymous.

B. ALTERATIONS - No changes will be made in the apartments by the Student without written permission from the Director of Georgia Tech 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.

C. Items used or held in the Student's apartment or common areas shall not include:

1. Firearms, ammunition, explosives (including firecrackers and fireworks), weapons, hunting bows, arrows, paint ball guns, pellet or BB guns, martial arts equipment, hazardous chemicals, gasoline driven vehicles of any kind, vehicle parts, heavy repair equipment or accessories to any vehicle or engine parts.
2. 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.
3. Exterior television or radio antennas or satellite dishes.
4. Waterbeds or water-filled furniture.
5. Motorcycles of any type.
6. Neon signs.
7. Open flame-burning or heat-producing items.
8. Halogen-torchiere lamps
9. Air-conditioning units not supplied by the Georgia Tech Department of Housing.
10. Kerosene heaters.
11. 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, and 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 Tech lock, or installing new or additional locks or dead bolts. The Student shall not alter or duplicate any apartment or mailbox keys. Any Student in possession of a duplicated key will be charged for re-keying the apartment and possible Georgia Tech Department of Housing and/or Georgia Tech judicial action.
- H.** Georgia Tech 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.
- I.** The Student is prohibited from having any animals (this includes pets of visitors) of any type in the apartment or adjacent grounds, with the exception of harmless aquatic fish in aquariums of 10 gallons or less.
- J.** The Student is responsible at all times for all activities in his or her assigned apartment in accordance with this Contract, Georgia Tech policies, and applicable federal, state, and local laws.
- K.** The Student shall not threaten, disturb, annoy, harass, or interfere with Georgia Tech staff in the performance of their duties and responsibilities.
- L.** No Student or family member or guest may tamper with any fire equipment, at anytime, i.e., pull alarms, hoses, fire extinguishers, heat sensors, smoke detectors (including batteries), etc. Intentional violations of the above will result in notification of the Georgia Tech Police and the Office of the Dean of Students and/or local law enforcement agencies for possible criminal charges.

Georgia Institute of Technology's residence halls and apartments are smoke free. All common area spaces in Georgia Institute of Technology residence halls, and apartments, including hallways, lounges, lobbies, stairwells, dining rooms and snack bars are smoke-free environments. In addition, smokers are expected to remain at a reasonable distance from building entrances while smoking, such that second-hand smoke does not interfere with access or the rights of others. Smokers are also to dispose of cigarette and cigar butts appropriately in provided containers. Littering of cigarette butts is not acceptable.

STUDENT NONCOMPLIANCE - In the event the Student fails to comply with the Terms and Conditions of the Contract, Georgia Tech 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 Tech 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.

XII. OVERNIGHT GUEST(S)

The Family Housing Director or designee must approve visitation periods beyond three (3) days, in advance and in writing. A \$20.00 per day per guest rental fee will be assessed to the Student's housing account. Failure to register guests with Georgia Tech 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 his/her behavior is deemed inappropriate by Georgia Tech Department of Housing Staff; c) Guests must adhere to all federal, state and local laws, and Georgia Tech policies. Unauthorized occupancy may result in the termination of this Contract.

XIII. MODIFICATION/COLLECTION EXPENSES

The Student will pay the charges for the apartment on or before the dates specified in the schedule of rates. Georgia Tech reserves the right to increase rent upon 30 days written notice to the Student. **If the Student's account is not satisfied within four (4) weeks of the last day of occupancy, the Student's account will be sent to collection.**

XIV. GEORGIA TECH STANDARDS

Georgia Tech reserves the right to refuse housing to any Student who has demonstrated an unwillingness to abide by Georgia Tech standards, policies and regulations, or who demonstrates behavior which is incompatible with the maintenance of order and propriety to an educational environment, the health and welfare of students in Georgia Tech Department Family Housing Apartment.

Georgia Tech 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 Tech bears no liability for damage to property involuntarily removed, where the Student refuses to take control.

XV. COSTS

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 Tech's rights under this Contract.

PLEASE SIGN, DATE, AND RETURN THE ORIGINAL COPY OF THIS CONTRACT WITH YOUR PREPAYMENT OF \$300.00 WHICH INCLUDES (NON-REFUNDABLE APPLICATION FEE (\$80.00), AND PREPAYMENT OF RENT \$220.00) AND COPIES OF MARRIAGE AND OR BIRTH CERTIFICATES AS APPLICABLE. PLEASE DO NOT SEND CASH. All payments must be submitted to the Georgia institute of Technology Bursar's Office.

SEE SIGNATURE BLOCK ON NEXT PAGE

**FAMILY HOUSING APARTMENT CONTRACT SIGNATURE CARD
REQUIRED PLEASE FAX TO 404-385-0726**

I have read and understand the terms and conditions of this Contract. Furthermore, I understand that I will jointly occupy my assigned apartment with my wife/husband, children/dependents listed below.

Name of Student (Please Print) _____
Last First Middle

GT ID Number of Student _____

Move In Date _____

Contract ends one calendar year from move in date. Students moving in prior to the first day of the month will be responsible for the prorated rent for the initial month of move in and twelve consecutive months rent and fees thereafter.

Apartment Preference: ___ 1 BR ___ 2 BR ___

Name of Spouse _____

GT ID Number of Spouse _____

Children who will also occupy the apartment:

Name	Relationship	Date of Birth
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_____	_____	_____
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_____	_____	_____
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Student status at Georgia Tech Undergraduate _____ Graduate _____

Other please specify _____

Email address: _____

Phone Number : _____

Student's Signature _____ Date _____