

**GEORGIA INSTITUTE OF TECHNOLOGY**  
**Summer 2010**  
**HOUSING CONTRACT**

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

This Contract is for one semester (Summer 2010) and is for a space, not a specific room.

BY ACCEPTING BELOW, (EITHER ON-LINE OR BY RETURNING THE SIGNED SIGNATURE FORM AT THE END OF THIS CONTRACT) YOU ACKNOWLEDGE THAT YOU HAVE READ AND AGREE TO THE FULL TERMS AND CONDITIONS OF THIS CONTRACT.

PLEASE NOTE: A total prepayment of \$300.00 must be made prior to submitting the on-line application. Students and their parents, guardians and/or guarantors are urged to read carefully the contents of this Housing Contract before ACCEPTING.

**I. CONTRACT COMMITMENT**

**No term or condition of this Georgia Institute of Technology 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, whether expressed or implied.**

**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". Only students of Georgia Institute of Technology who are registered for a minimum of 3 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. Exceptions to these criteria may be made at the discretion of The Senior 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.

**B. NOTIFICATION**

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

**C. The residence hall/apartment schedule of rates, all Georgia Tech policies and procedures, Georgia Tech Student Conduct Code and Georgia Tech Department of Housing Community Guide are incorporated by reference herein and become part of this Contract.**

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.

**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 his/her status. This Contract is not transferable and is for the below named Student only.

**III. DURATION OF CONTRACT**

**A. Summer semester** - This Contract begins the Saturday before the first day of classes for the 2010 summer semester. This Contract terminates at the end of the Summer Semester August 6, 2010. If the student signs an academic year Contract for the upcoming Fall 2010 and Spring 2011 Semesters, the student will not be charged rent for the days between the end of this Contract which is August 6, 2010 and the start of the Fall Semester Contract which begins August 21, 2010. However, should the student cancel his/her academic 2010-11 Contract prior to the start of the fall 2010 semester the student will be assessed the current guest fee of \$65.00 per day from the last day of their Summer Contract up to and including the day they vacate their space and properly check-out through the appropriate area office and return the key(s).

**B.** This Contract is entered into between the undersigned Student and Georgia Institute of Technology by and on behalf of The Board of Regents of the University System of Georgia for accommodations for the Summer Semester Only.

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

#### IV. RATES / REFUNDS / CANCELLATIONS

- A. **PREPAID RENT** – Payment of \$300.00 is due upon submission of the application and this Contract. (\$220.00 rent prepayment and an \$80.00 application fee) 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. **PAYMENTS** - **The undersigned Student agrees to pay Georgia Institute of Technology for the full summer semester.**

**The remaining Housing Payments must be received on or before due dates. Rent is due at the Bursar's Office, no later than 4:00 PM on the last business day prior to the first day of class. Payment for Contracts issued after the due dates are due within two (2) business days of contract issuance; 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 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 Tech for any and all costs incurred by Georgia Tech (or any entity acting on Georgia Tech'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 Tech 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, 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, provided such occurrences are re-mediated within a reasonable amount of time and with minimal inconvenience to the Student.

- D. **CANCELLATION DATES** - The date by which the Student's written notice under "My Housing" at [www.housing.gatech.edu](http://www.housing.gatech.edu) of cancellation of this Contractual agreement must be received by Georgia Tech 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 Summer Semester:

CANCELLATION Before or on April 1st one-half of the prepaid rent is refundable.

CANCELLATION After April 1st the prepaid rent is non-refundable.

CANCELLATION On or after the Saturday before the first day of classes the Student will be responsible for the full terms of the Contract regardless of occupancy.

CANCELLATION A Student that fails to cancel this contract after April 1, 2010 through on / before the last Friday prior to the first day of class is responsible for the full rental amount for the entire length of this contract regardless of occupancy or enrollment in Georgia Institute of Technology.

**V. CONTRACT TERMINATION BY STUDENT – BEFORE THE CONTRACT BEGINS**

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

Upon completion of on-line cancellation the Student will receive *a cancellation request 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 GT Email account has been disabled and the Student can not log in on-line, then a cancellation must be emailed to [information@housing.gatech.edu](mailto: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 Tech 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.

Termination of this Contract prior to the Contract beginning or the last Saturday before the first day of classes will result in a refund if proper notice of termination is received in the Georgia Institute of Technology Department of Housing Office by the dates indicated in Section IV. D

## VI. CONTRACT TERMINATION BY STUDENT - AFTER OCCUPANCY

A Student desiring to terminate this Contract prior to the expiration of this Contract may do so only for reasons listed in Section A, below. The Student must submit a "Letter of Appeal" to the Georgia Institute of Technology Department of Housing Office at the above listed address prior to withdrawal from Georgia Tech. **Submission of the "Letter of Appeal" does not release the Student from the Contract.**

- 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) Marriage, (3) Military, (4) Medical, (5) Georgia Institute of Technology Co-op Program, (6) Georgia Institute of Technology Required Internship, Study Abroad, or (7) 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. Marriage withdrawal requires the original signed marriage certificate. 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 TECH DEPARTMENT OF HOUSING

Georgia Tech 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. This will result in a “**hold**” being placed on the Student's official transcript and will prevent subsequent registration at Georgia Tech.
- B. Noncompliance with the rules and regulations of the residence halls/apartments, Federal, State, and local laws, or Georgia Tech policies.
- C. Damage from fire, smoke or other causes making the room or 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, in Georgia Tech's sole discretion, has a negative impact on the living and learning environment of the residence halls/apartments.
- F. Malicious destruction of the residence hall/apartment furnishings and/or Georgia Tech property.
- G. Refusal to comply with the direction of Georgia Tech Staff including Residence Life staff, acting in accordance with their duties and responsibilities.
- H. False statements or misrepresentations made by the student in connection with this Contract.

Georgia Tech 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 Tech and/or the Student. ***No refunds will be granted 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 (Summer Semester).***

**Georgia Tech reserves the right to pursue the disciplinary procedures specified in the Georgia Tech Student Code of Conduct and the Georgia Tech Department of Housing Community Guide for violations therein. The Senior Director of Housing has the sole option of canceling this Contract.**

## VIII. ASSIGNMENT PROCESS

- A. **ROOM/APARTMENT ASSIGNMENT** - Georgia Tech Department of Housing assignments are made without regard to race, creed, color, or national origin. Assignment priority is based on date of receipt of Georgia Tech Department of Housing Application and this Contract along with the required prepaid rental and application fee.
- B. **ROOM/APARTMENT PREFERENCES** - Assignment to a preferred building, room, or apartment is contingent upon availability and is **NOT GUARANTEED**. *If desired space is not available, the student will be assigned any available space. Contracts are not terminated if desired space or style is unavailable.* Requests for roommates should be submitted simultaneously by both/all parties.
- C. **CONSOLIDATION** - Georgia Tech 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 Tech Department of Housing reserves the right to make temporary assignments and to assign or reassign accommodations for the benefit of Georgia Tech, the Student, Georgia Tech Department of Housing, or a living unit.

Georgia Tech Department of Housing reserves the right to assign students to temporary housing, such as converted study rooms or triples, in the event regular spaces are not available.

- D. **ROOM/APARTMENT CHANGES** - Room/apartment changes requires pre-authorization from the appropriate Hall Director. There is a charge of \$75.00 per move after initial occupancy.

## IX. ACCESS TO ROOM/APARTMENT

- A. Georgia Tech Department of Housing shall at all times during the term of this agreement retain legal ownership and ultimate possession and control of the Student's room/apartment and/or Georgia Tech property assigned to such room/apartment. Georgia Tech Department of Housing reserves the right to maintain and preserve the residence halls and apartments. The Student hereby agrees that housing staff and personnel and/or Georgia Tech Facilities personnel may enter the Student's room/apartment at any reasonable time for safety inspection, maintenance, cleaning, inventories, epidemic or emergency, to claim Georgia Tech property, pest control, occupancy verification and/or general repair. The Student hereby authorizes Georgia Tech Department of Housing personnel to allow access to the Student's room/apartment when access is requested by any law enforcement officer possessing a valid search or arrest warrant. Georgia Tech 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, alcohol, chemicals, open flame burning items, hunting bows, weapons, etc.).

- B. **OFFICIAL CHECK OUT** - A Student is not officially checked out of the residence hall/apartment until all of the following occur: 1) The Student has removed all personal property from the premises; 2) The room/apartment has been cleaned by the Student; and 3) The proper check out records and keys have been returned to Georgia Tech's Department of Housing Staff. **Failure to meet the scheduled check out time or appointment will result in a \$100.00 minimum late checkout 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 Tech Department of Housing.** A transcript "**Hold**" will be placed against the Student who moves out of the residence halls or apartments 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.**

**Although precautions are taken to maintain adequate security and maintenance, Georgia Tech 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 Tech 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 room/apartment. 2. The Student is jointly responsible for the cost of replacement or repair of any breakage or damage in the common areas within his or her assigned hall or apartment. Charges will be equally assessed upon each member of the assigned room, hall, or apartment in which the Student resides in the event the responsible person remains anonymous (collective liability). 3. The Student is

responsible for the condition of the room/apartment and all furnishings, which are assigned to him/her and to his/her roommate(s) and shall reimburse Georgia Tech for all damages to or loss of these furnishings. 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 his/her 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 residence halls or apartments by the Student without written permission from the Director of Housing for Facilities Management. This includes, but is not limited to: shelves, partitions, lofts, window coverings, wallpaper, painting, plumbing, heating, other structural changes or alterations to furniture, or the removal of Georgia Tech furniture and its replacement with items owned by the Student.

C. Student shall not use or store in Student's room, storage area or common area any of the following:

1. Firearms, ammunition, explosives (including firecrackers and fireworks), weapons, hunting bows, pellet or bb guns, knives with blades longer than 3 inches in length, paint ball guns, arrows, martial art 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. Mini Refrigerators must be four-point five (4.5) cubic feet or smaller.
3. Outside 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 coiled hot plates.
8. Halogen-torchiere lamps.
9. Air-conditioning units.

10. Heat lamps.
- D. Student's room/apartment shall not be used for commercial or solicitation purposes.
  - E. The Student's room/apartment shall not be sublet.
  - F. Furniture or plants from common areas, lounges and study areas are not allowed in the Student's room or apartment.
  - G. The Student is prohibited from tampering with any Georgia Tech locks, or installing new or additional locks or deadbolts. The Student shall not alter or duplicate any residence hall, apartment or exterior door 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. Georgia Tech policies and regulations and Georgia State law prohibit gambling or illegal drugs in the residence halls or apartments.
  - I. The Student is prohibited from having any animals of any type, except service 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.
  - J. The Student is responsible at all times for all activities in his or her assigned room or apartment in accordance with this Contract, Georgia Tech and housing policies, and applicable federal, state, and local laws.
  - K. The Student shall not threaten, disturb, annoy, harass, or interfere with any Georgia Tech staff in performance of their duties and responsibilities.
  - L. The Student will not tamper with any fire equipment, i.e., pull alarms, hoses, fire extinguishers, heat sensors, smoke detectors, sprinkler heads etc. Violation of the above will result in a fine and/or notification of Georgia Tech Police 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.***

**XII. STUDENT NONCOMPLIANCE** - In the event the Student fails to comply with any of the Terms and Conditions of this Contract, Georgia Tech Department of Housing may take the following actions against the Student:

1. Cancel this agreement without 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 and/or his or her guest(s).
4. Utilize any and all available remedies, including equitable and legal, judicial and/or administrative relief.

**XIII. OVERNIGHT GUEST(S)**

Guests are welcome to stay in the residence halls and apartments for a period of up to three consecutive nights, with a maximum of ten nights per Semester, provided all of the following conditions are met: a) Space is available; b) Student extending invitation is present during the guest's stay; c) Overnight guests are acceptable to all roommates, since a Student's right to occupy his/her room without the presence of an overnight guest shall take precedence over the right of a roommate to host an overnight guest; d) The Student assumes responsibility for all the guest's actions, damages and violation of rules; e) Guests must adhere to all federal, state and local laws, and Georgia Tech and housing policies; f) Use of community bathrooms including shared bath areas in suite/apartments by members of the opposite sex is prohibited. g) Student notifies hall staff of overnight guest; h) Overnight cohabitation is prohibited. Guests will be subject to immediate eviction if their behavior is deemed inappropriate.

**XIV. MODIFICATION/COLLECTION EXPENSES**

Student must pay the charges for a room/apartment on or before the dates specified in the schedule of rates.

Georgia Tech reserves the right to increase room rates upon 30 days written notice to Student.

Any collection costs incurred by Georgia Tech 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 Tech Department of Housing

**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.**

## **XV. 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 in the residence halls or apartments.

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.

## **XVI. FEES**

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

**I have read and understand the terms and conditions of this Contractual agreement. I understand that this agreement obligates me to reside in the residence halls or apartments for the entire academic year or remainder thereof, as applicable.**

