

Kennesaw State University
2014-2015 Residence Life Housing Agreement

RESIDENCE LIFE HOUSING AGREEMENT (“Agreement”) is by and between the Board of Regents of The University System of Georgia, by and on behalf of Kennesaw State University (“University”) and the student (“Student”). If the Student is less than 18 years of age, this is also a guarantee of payment between the University and the Student's parent, guardian, or other guarantor (“Guarantor”). The managing agent for this Agreement is the KSU Department of Residence Life. For purposes of this Agreement, all housing units managed by the KSU Department of Residence Life shall be referred to as “Residence Life.” This is only a License for the use of space in Residence Life and does not guarantee a specific apartment or room.

I. HOUSING ASSIGNMENT AND GRANT OF LICENSE FOR USE OF SPACE

The University agrees to grant to the Student housing space in accordance with the terms of this Agreement. The parties to this Agreement do not intend that an estate, a tenancy, or any other interest in property should pass from the University to the Student, nor is it intended that a usufruct be granted to the Student. Instead, it is the intention of the parties that the relationship between the University and the Student be one of licensor and licensee and that the sole right of the Student to use his/her assigned room as a living unit shall be based upon the license granted in this Agreement.

- A. Eligibility. Only students accepted to Kennesaw State University are eligible to live in Residence Life and students must be officially admitted to the University before starting the housing application process. Acceptance of this Agreement is not a commitment of admission to the University and any housing assignment inadvertently made to one who has not been admitted to the University for the involved academic Term shall be null and void. The University requires minor students to have a Guarantor co-sign all housing agreements and shall not enter into any agreement with a minor student without a co-signor’s written guarantee of payment. Residency in Residence Life generally requires full time student status at Kennesaw State as defined by the University Registrar's Office. Fewer hours are acceptable only in the semester of graduation or with the prior written permission of Residence Life. Students will not be permitted to maintain occupancy in Residence Life during fall and spring academic sessions when not registered for classes except upon the prior written permission of Residence Life.
- B. Right of Occupancy. The University will provide the Student with a space in Residence Life for his/her occupancy as a residence. The Student is not given, however, a right to any specific residence space, building, roommate, or type of accommodation by this Agreement. The University makes housing assignments subject to availability of space and without regard to race, religion, color, age, disability, national origin, or sexual orientation. University will attempt to consider student preferences; provided, final determinations on housing assignments are in the sole discretion of the University. No guarantee of a specific unit, rate, facility/complex, or space assignment is implied or made.
- B. Move-In. Move-in dates are advertised on the Residence Life website (www.kennesaw.edu/residencelife). The Student must occupy the assigned space or deliver written notice of delayed arrival to the Residence Life office no later than by 9:00 a.m. on the first day of classes of the first academic term of residency or the room assignment may be canceled.
- C. Check-out Requirements. The Student is not officially checked-out of the residence hall/apartment until all of the following occur: (1) the Student has moved all personal property from the premises, (2) the room/apartment has been cleaned by the Student, and (3) the proper checkout records, keys and access card have been returned to authorized staff. In addition to any fees assessed for damages, lost key (s), or lost access card(s), failure to follow the checkout guidelines will result in the Student continuing to incur room charges.
- D. Room Changes. Room changes can be made, as space is available, and are subject to Room Reassignment Fees. Room changes may only be made with the written approval of Residence Life and are dependent upon space availability and the timing of the request. Students who receive approval for a room change will be charged a \$200 Room Reassignment Fee, which will be posted to the Student’s University account. Special requests for consideration of a waiver of this fee may be made to the Director of Residence Life or designee. Depending on the timing of the room change, it may be necessary to vacate the initial room fully and then move into the new room at a later time, as determined by Residence Life. The Student remains responsible for all associated fees even during gaps in residency. Room changes that are not authorized by the Department of Residence Life will result in a fine of \$200.00 posted to the Student’s University account, and Residence Life reserves the right to require the Student to return to the originally occupied space.
- E. Personal Residence. The Student is to use and occupy the assigned space exclusively as a personal residence and for no other purpose except as expressly granted by the Director of University Housing and Residence Life. Student may not occupy or reside in any space other than the assigned room except for customary use of the common areas. No more than one person shall be entitled to occupy the Bedroom. Student is permitted to have guests visit their assigned space with agreement from the other residents of the unit. In the event of the occupancy by any unauthorized guest(s) of the Bedroom or Unit, University shall be entitled to declare the Agreement in default and pursue any of University’s other remedies hereunder or at law. Student agrees: (i) to abide by all applicable governmental laws, orders, rules and regulations, (ii) to avoid disruptive behavior or conduct, (iii) to obey the rules and regulations outlined in the Student Code of Conduct and the Resident Handbook & Guide to Campus Living for Kennesaw State University.

- F. Reassignment. Residence Life reserves the right to change the Student's housing assignment for purposes such as consolidation, maximization of space and resource utilization, responding to enrollment fluctuations, physical facility problems, staff changes, and emergency evacuation and shelter purposes.
- G. Entering Student's Room. The University reserves the right to enter student rooms under certain conditions as outlined in the Resident Handbook. Additionally, the University may hire a 3rd party company to perform inspections, make repairs, or carry out other activities outlined in the Resident handbook and the student acknowledges and consents to this activity.
- H. Condition of Unit. Student hereby acknowledges that the Unit and Bedroom are being delivered in "as-is" condition, and Student's acceptance of the Bedroom and Unit at the beginning of the Term constitutes Student's acknowledgment that the Unit and Bedroom and its furnishings are in good repair and condition except as otherwise specifically noted on the Move In/Move Out Condition Form, which is to be completed at move-in.
- I. Timely Notice. The Student is responsible for timely notice to Residence Life staff of all matters impacting both the community and the individual, which includes, but is not limited to, maintenance concerns, emergency conditions such as fire, flood, smoke, etc., personal injury of self or others, and all code violations.
- J. Cleanliness. Student agrees to keep the premises in a clean and sanitary condition during the entire Term of occupancy and to return Bedroom and Unit to the University in the same condition, including general cleanliness, as it was at the beginning of the Term of occupancy, excepting normal wear and tear as determined by the sole discretion of the University. All vacant spaces should remain secured and ready for immediate occupancy. Students are not permitted to enter vacant rooms, and when a vacant room exists within an apartment, the other residents must maintain the common spaces in such a manner that a new resident may jointly use the common space immediately upon occupancy.
- K. Smoke Free. Smoking is only permitted in areas specifically designated in the Resident Handbook.
- L. Student's Property and Renter's Insurance: Student is responsible for acquiring and maintaining Student's own insurance on personal property, furniture, clothing, and valuables kept by Student in or about the Bedroom, Unit, and Community and for any liability to others the Student might incur. University shall have no liability with respect to same, whether such items are lost, injured, or damaged by theft, water, wind, rain, fire, Act of God or other casualty, and Student expressly waives all claims for such injury, loss, or damage. The University is not responsible for and will not provide fire or casualty insurance for Student's personal property.
- M. Alterations. No changes may be made by the Student to the Bedroom, Unit, or Community without the advance written permission of the Director of University Housing and Residence Life or designee. Prohibited alterations are identified in the Resident Handbook.
- N. Parking. Students must comply with all parking rules and regulations as established by the university.
- O. Photographs: Student's image may appear in photographs taken in the Community and/or at University related activities and Student agrees to allow University to use such photographs of the Student and/or the facilities for the purpose of advertising the University, its residential communities, or related activities and programs and hereby consents to such use.

II. TERM OF AGREEMENT

The term of this Agreement is for the academic year 2014-2015 including the fall, spring, and summer terms ("Term"). A separate Agreement is necessary for any periods that exceed the specified Term. Move-in and move-out dates are established by Residence Life and will be made available through the Residence Life website. The Term shall begin on the designated move-in day of the Term and shall expire no later than the final move-out date established by Residence Life. All students must make alternative arrangements, at their expense, for housing during periods when campus housing cannot be occupied. For students eligible to renew the same room into the subsequent Agreement Term, students will not be required to check out and may remain during any break in time between Agreement Terms at no additional cost. All pertinent dates will be posted on the Residence Life website.

III. FEES AND PAYMENTS

- A. Housing Fees. The Student agrees to pay to the University a Housing Fee for the housing space and all other charges as provided in accordance with the terms and conditions of this Agreement. The Housing Fees include utilities (electric, water, and sewer), cable television, and internet and are set forth by location and type of assigned space on the **Room Rate and Fees Summary** which is attached herein. Other charges include all fees established herein and miscellaneous charges for items including, but not limited to, lock out fees, early check-in fees, room condition fees, improper room change fees, and damages. All University fees are subject to the policies of the Board of Regents and may be adjusted pursuant to the requirements of that Board. Housing Fees are charged as one Agreement rate, payable in installments as established by the Bursar. Billing information will be available online through the Bursar's website. Written notice of bills will not be mailed. The University recognizes e-mail as an official means of communication and will communicate important information in this manner.
- B. Guarantor. If the Student is less than 18 years of age, the undersigned parent, guardian, or other Guarantor agrees to guarantee to the University payment of all housing fees and other fees and charges attributable to the undersigned Student per the terms of this Agreement. The Guarantor further agrees that if the Student for any reason fails to make such payments, the Guarantor shall be jointly and severally responsible for making all such payments to the University. The University shall not enter into any Agreement with the Student unless the Guarantor agrees to guarantee payment.

- C. Payment Due Dates. Housing Fees are payable to the University on an installment basis on dates designated by the Bursar's Office.
- D. Administration, Residence Life & Cleaning Fees. The \$200.00 Administration, \$100.00 Residence Life and \$75.00 Cleaning Fees are due as part of Student's application and are not applied to the Housing Fees due for the Term. These fees are non-refundable.
- E. Late Fee. Late payment fees will be assessed to student accounts not paid on time by the Bursar's Office.
- F. Damage, Lockout, and Miscellaneous Fees. The Student's signature on the Move In/Move Out Condition Form establishes the acceptance of the condition of the assigned housing space and contents at the time of occupancy by the Student and becomes the record of the condition the space should be in at the end of the Agreement Term, normal wear and tear excepted as determined in the sole discretion of the University. The Student is liable for the condition of the space and included furnishings assigned to him/her and shall reimburse the University upon demand for all damages to or loss of such space and/or furnishings not the result of ordinary wear and tear. The Student agrees that he/she will be charged a fee for damages, lockout or replacement keys, or other miscellaneous items and such costs will be an obligation of the student to the University even if such service is performed on behalf of the University by a third party.
- G. Common Area Damages. Residents of a building or community (or designated subareas therein) may be required to share on a pro-rata basis the expense of cleaning, painting, repair, or replacement of damaged Residence Life property in common areas when such damage is not due to normal wear and tear and the person(s) who caused the damage is unknown. The University shall make the determination of the amount of such loss or damage, selection of repair method, and scheduling of repair, in its sole discretion and the Student agrees to pay assessed common area charges upon demand.
- H. Obligations. The Student's breach of any of the obligations established by this Agreement authorizes the use of any remedy available by law or in equity. Additionally, if the Student, his/her parent, guardian or other Guarantor fails to pay housing fees or other charges as required by this Agreement, the University is authorized to use any or all of the following remedies: termination of this Agreement; removal of the Student and his/her belongings from Residence Life; cancellation of the Student's enrollment at the University; restrict the ability of the Student to register for classes; and withholding of the Student's transcript of grades, diploma or other records maintained by the University. The University's failure to enforce at any time any of the provisions of this Agreement, or its failure to utilize any remedy that is authorized herein, shall in no way be construed as a waiver of such rights or in any way affect the validity of this Agreement or any part hereof or the right of the University thereafter to enforce each and every such provision.

IV. COMMUNITY LIVING STANDARDS AND STUDENT CODE OF CONDUCT

- A. The KSU Resident Handbook & Guide to Campus Living and Student Code of Conduct govern Student's use of the assigned space and conduct in Residence Life and are incorporated into this Agreement as though fully set forth herein. The Resident Handbook is available upon request from the Department of Residence Life and may be accessed online at <http://www.kennesaw.edu/housing>. The University reserves the right to revise the Resident Handbook at any time and to make such other rules as may be deemed appropriate or necessary for the safety, care, and cleanliness of University property, and for securing the comfort and convenience of all residents. Student agrees to abide by all University policies, procedures and applicable law.
- B. Grounds for immediate removal from Residence Life for breach of this Agreement include but are not limited to (1) threatening or disrupting the residential community or the members and guests therein and (2) compromising the safety and security of the campus community or the members and guests therein.
- C. The Student whose Agreement is terminated for misconduct shall forfeit payment of all Housing Fees for the full Term of the Agreement.

V. CANCELLATION BY STUDENT

- A. General. Cancellations must be pre-approved by the Department of Residence Life. If Residence Life grants the Student a cancellation, a cancellation Fee of fifty percent (50%) of the remaining balance of the Agreement or an amount equivalent to 25% of the total Term fee, whichever is greater, will be due to the University. Exceptions to these general Agreement cancellation provisions are set forth below in Paragraphs VI.A., VI.B., VI.C., VI.D., and VI.E.
- B. Transfer. Student may transfer the Agreement to a qualified enrolled student with the advance permission of Residence Life. Upon receipt of payment from the student assuming responsibility for the Agreement, the 50% cancellation fee will be waived and any credit due to the Student holding the original Agreement will be issued through the Bursar, less a \$200 Agreement transfer fee. If sufficient credit is not available, the Student must pay whatever balance is generated because of the \$200 fee before the Student will be fully released from the original Agreement.
- C. Special Circumstances. Students may submit a request with supporting documentation evidencing reasons to cancel their Agreement without incurring a cancellation fee to the Director of University Housing and Residence Life. The decision of the Director, or designee, is final and cannot be appealed.

VI. CANCELLATION BY THE UNIVERSITY

In the event this Agreement is canceled by the University for cause, the Student will forfeit all housing related fees paid. Student will remain obligated to pay all additional and future Housing Fees/installments for the full Agreement Term.

- A. The University reserves the right to cancel this Agreement and take possession of the room for cause at any time upon written notice to Student for (1) violation of the Agreement (including failure to pay all applicable fees when due); (2) violation of residence hall policies and procedures (*see Resident Handbook*); (3) violation of University Student Code of Conduct; (4) breach of state, local or University Drug and Alcohol Policies; (5) reasons of health, safety, or discipline; (6) academic deficiency; (7) disciplinary suspension or dismissal; (8) causing damage from fire, smoke or otherwise making the assigned space uninhabitable; (9) refusing to comply with the direction of Residence Life staff who are acting in accordance with their duties and responsibilities; and (10) vandalizing any University owned or managed property. Cancellation by the University pursuant to this paragraph shall not release the Student from the obligation to pay all fees due under this Agreement for the entire Agreement Term and Student will receive no refund of Housing Fees.
- B. If the University revokes the Student's license to live on campus, the Student will lose all privileges or rights to use or occupy the Student's assigned space. The Student must vacate the premises prior to the time specified by the University by removing all belongings from the assigned Bedroom and Unit and following designated checkout procedures. Should the Student fail to voluntarily comply with the University's notice to vacate, the Student may be subject to criminal prosecution for trespassing.
- C. The Student must occupy the assigned space or deliver written notice of delayed arrival to the University by 9:00 a.m. on the first day of classes of the first academic term of residency. The University reserves the right to cancel this Agreement and/or reassign the assigned space to another person if Student does not comply with this provision. Cancellation by the University pursuant to this paragraph shall not release the Student from the obligation to pay all fees due under this Agreement for the entire Agreement Term.
- D. The Student will be held responsible in all matters affecting this Agreement for the conduct of anyone he/she invites or permits to enter the grounds or building. Any violation of the provisions of this Agreement by such a person will be attributed to the Student and will be grounds for cancellation of this Agreement by the University.
- E. The Student may appeal the cancellation to the Dean of Student Success in writing via email to deanofstudents@kennesaw.edu within five (5) business days of the date the decision was issued to the Student. All standard appeal procedures outlined in the Student Code of Conduct will apply. If the Student desires to remain in Residence Life during the appeal review, permission must be granted by the Director of University Housing and Residence Life. If permission is not granted, the Student must temporarily vacate Residence Life until a decision is rendered.

VII. LIABILITY

Temporary failure to provide electricity, hot or cold water, heat and/or air conditioning, phone service, internet service, or cable TV service shall not be a reason for reduction, abatement, or withholding of any portion of the Housing Fee or other payments legally due. No adjustment to the Housing Fee or other compensation may be claimed by the Student for inconvenience or discomfort from the making of repairs, improvements to facilities, or temporary service outages.

Although security precautions are taken, the University does not assume any legal obligation to pay for, prevent, or insure against injury to person(s), including death, or loss or damage to items of personal property by fire, theft or other casualty, which occurs in its buildings or on its grounds prior to, during, or subsequent to the Term of this Agreement.

VIII. MISCELLANEOUS

- A. Emergency and Current Student Contact Information. Student must provide emergency contact information to Residence Life prior to move in along with Student contact information (including cell phone number), and must communicate any changes to that information to Residence Life immediately.
- B. Meningococcal Disease Notification Form. Student must comply with state regulations regarding meningococcal disease notification.
- C. Transfer, Assignment and Subletting. No assignment or subletting of the Agreement or Assigned Space is permitted. The Agreement can be transferred in lieu of cancellation as described in V. B.
- D. Modification of Agreement. The University reserves the right to modify any provision of this Agreement that, due to circumstances beyond the University's control, may become reasonably necessary to efficiently and effectively operate the Residence Life Program.
- E. Governing Law. This Agreement shall be governed by the laws of the United States and the State of Georgia, the rules and regulations of the Board of Regents of the University System of Georgia, and the rules and regulations of Kennesaw State University.
- F. Severability. If any part of this is found to be unenforceable, the remaining parts shall continue in full force and effect.
- G. No Waiver. The failure of the University to insist, in any one or more instances, upon the strict compliance with any of the terms of this Agreement shall not be considered as a waiver of such terms and the same shall continue in full force and effect.
- H. Attorneys Fees. The Student agrees to pay the University's reasonable attorneys' fees and other costs incurred, including collection costs, in connection with any action or proceeding to enforce this Agreement or to collect any funds owed pursuant to this Agreement.
- I. Assumption of Risk. There are risks associated with living in a campus environment located in a large metropolitan area and with participating in Residence Life Programming. Residency and program participation is purely voluntary. The Student

elects to reside and participate with full knowledge of the risks of injury, illness, or damage to property and accepts full responsibility for any injuries, illness, or damage to property that he/she may sustain in the course of such residency and/or participation. The Student is responsible for engaging only in those activities and programs for which he/she has the prerequisite skill, qualification, preparation and training. These involved risks may arise from residency in Residence Life, from participation in Residence Life programming, from the acts of others or from the unavailability of emergency medical care. Student acknowledges and agrees that he/she is owed no extraordinary duty of care in connection with his/her residency in Residence Life or in connection with any Residence Life programming.

- J. Personal Property. Kennesaw State University is not responsible for unclaimed personal property and items left in common areas, or left in assigned spaces after checkout or Agreement termination and will be deemed abandoned and discarded or donated to local charities, at the discretion of Residence Life.

The Student's submission of this Agreement is an acknowledgment that the Student (and Student's Guarantor, when applicable) has read, understands and agrees to all terms and conditions of the Residence Life Housing Agreement as set forth herein. Receipt of Student's application does not constitute acceptance by the University. The Agreement only becomes binding upon acceptance by Residence Life and Student as indicated by online confirmation of the Student's room assignment and e-signature (and any provisions required therein) of this document through the online reservation system linked through <https://www.kennesaw.edu/housing>. When deemed necessary by Residence Life, hardcopy signed Agreements may be required, but absence of hardcopy does not diminish or limit in any way the Students (and/or Guarantor's) obligations per the electronic acceptance of the online Agreement and assignment.

IN WITNESS WHEREOF, The undersigned do hereby accept and agree to all terms of this Housing Agreement.			
<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> Student Signature	<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> Guarantor Signature	<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> Date	<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> Date
<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> Student Name (print)	<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> Guarantor Name (print)		
	<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> Guarantor Mailing Address (print)		

**Room Rate and Fees Summary
(2014 – 2015)**

The rates listed below reflect the final and approved rates of Kennesaw State University as submitted to the Board of Regents of the University System of Georgia for the academic year 2014-2015, which includes the fall 2014, spring 2015, and summer 2015 semesters, referred to as the 2014-2015 Term. The Board of Regents reserves the right to finalize all fees within the University System of Georgia per Board policy.

Students submitting this Agreement are completing an Agreement for the full Term that includes Fall 2014, Spring 2015, and Summer 2015 (or any portion thereof from the date of Agreement through the end of Summer 2015). Room rates are billed directly to the Student's account and paid through the KSU Bursar's Office, the same way tuition and other fees are currently paid, following the same procedures and policies. The Bursar bills the Term rate in two equal installments, payable by the fee payment deadlines for Fall and Spring semesters. A 12-installment payment option is also available upon request. The University reserves the right to collect initial non-refundable housing fees during the online reservation process instead of billing those expenses through the Student's account. In addition, Student may be charged for fees including but not limited to loss/misuse of keys, damage, and Agreement transfer or termination.

	Term Rate	2-Installment Plan Rate	12-Installment Plan Rate
University Place II			
Apartment types and Bedroom description			
4 bedroom 4 bath (private bedroom private bath)	\$7,500.00	\$3,750.00 per installment	\$625.00 per installment

Non-refundable administration fee	\$200.00
Non-refundable residence life fee	\$100.00
Non-refundable cleaning fee	\$75.00
Assignment or transfer of Agreement	\$200.00
Room reassignment fee	\$200.00

Note: This summary only intends to list the most common costs associated with the Housing Agreement and are subject to change.