

**2012-2013 ACADEMIC YEAR CONTRACT
GEORGIA INSTITUTE OF TECHNOLOGY
HOUSING CONTRACT**

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

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.

Students under the age of 18 are required to have his/her parent, guardian, or other guarantor accepts this contract on his/her behalf. The Student, and (if required), his or her parent, guardian, or other guarantor, are hereafter referred to collectively as the "Student". ACCEPTING BY ELECTRONIC SIGNATURE THE STUDENT ACKNOWLEDGES THAT HE/SHE HAS READ AND AGREES TO THE FULL TERMS AND CONDITIONS OF THIS CONTRACT.

PLEASE NOTE: A prepayment of \$600.00 must be made prior to submitting the on line application. 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 Housing Contract can be waived and no statement made by Georgia Institute of Technology or its agents is considered a waiver of any term or condition of the Contract, whether expressed or implied.

II. CONDITIONS AND TERMS OF THIS CONTRACT

A. ELIGIBILITY AND APPLICATION

Only Students of the Georgia Institute of Technology who are registered for a minimum of nine (9) credit hours shall be eligible for a 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 move-out within twenty-four hours after withdrawal. Exceptions to these criteria may be made at the discretion of the Executive Director of Housing and 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 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 residence hall/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 are incorporated by reference herein and become part of this Contract.

Georgia Institute of Technology reserves the right to make and enforce other rules 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 for the below named student only. This contract is not transferable.

III. DURATION OF CONTRACT

A. FULL ACADEMIC YEAR - The effective beginning semester of this Contract is the first semester for which the Student indicates intent to occupy space. This contract begins the last Saturday before the first day of classes for the effective semester. This Contract terminates at the end of the Spring Semester May 4, 2013.

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 and fees for the entire length of this Contract regardless of occupancy.

IV. RATES / REFUNDS / CANCELLATIONS

- A. **PREPAID RENT** – 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. **DELAY OF PREPAYMENT** – The Student who is eligible for a delay of prepayment will be billed according to the cancellation dates outlined in Section IV, D. if the application is terminated prior to the contract beginning.
- D. **PAYMENTS** - **The undersigned Student agrees to pay Georgia Institute of Technology for academic year rates as listed on the official Georgia Institute of Technology web-page (two semesters).**

Payments for Fall and Spring semester rent is due at the Bursar's Office according to the Bursar's fee payment schedule published in the appropriate semester's On-line Student Computer Assisted Registration (OSCAR). 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 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.

The 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, cable TV service 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 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 2012

CANCELLATIONS received through March 31, 2012 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, 2012 through April 30, 2012 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.

CANCELLATION received May 1, 2012 through June 30, 2012 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, 2012 through July 31, 2012 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, 2012 through August 17, 2012 the student, who is registered and attends classes at Georgia Institute of Technology for fall semester 2012, 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** his/her 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 2013

CANCELLATION received before or on November 15, 2012 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, 2012 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** his/her 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.

V. CONTRACT TERMINATION BY STUDENT - BEFORE CONTRACT BEGINS

To terminate this Contract, the Student is required to submit notification on-line at www.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*. 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 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 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 before the last Saturday prior to the first day of class will result in the following refunds 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 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 withdrawal from Georgia Tech, the Student must submit a written notice of cancellation to the Department of Housing, Student Services Building, 353 Ferst Drive NW, Atlanta, GA 30332-0459

A Student desiring to terminate this Contract prior to the expiration of this Contract may do so without full penalty only for reasons listed in Section A, below. **Submission of the “Letter Of Appeal” Does Not Release The Student From This Contract.** The Student may be released from this Contract only by following the procedures listed below in Section A.

- 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 Drop. 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 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.

- C. 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.

The Department of Housing will make copies of the above requested original documents. (If not in English a certified English translation is required).

VII. 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. This 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 the residence halls/apartments, Federal, State, and local laws, or Georgia Institute of Technology 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 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 residence hall/apartment furnishings and/or Georgia Institute of Technology property.
- G. Refusal to comply with the direction of Georgia Institute of Technology 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.
- I. **EMERGENCY EXIT ONLY** Use of doors marked “**Emergency Exit Only**” for non-emergencies will result in a \$50.00 fine for each person identified. Any Student or Guest improperly using these exit doors may be removed from Georgia Tech Housing and will be charged in the Student conduct process. These doors are to be used only in the case of emergency.

Georgia Institute of Technology 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).**

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 reserves the right to pursue the disciplinary procedures specified in the Georgia Tech 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.

VIII. ASSIGNMENT PROCESS

- A. **ROOM/APARTMENT ASSIGNMENT** - Georgia Institute of Technology Department of Housing assignments are made without regard to race, creed, color, or national origin. Assignment priority is based on date of receipt of the 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 and is not guaranteed.

- 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 right to make temporary assignments and to assign or reassign accommodations for the benefit of Georgia Institute of Technology, the Student, Georgia Institute of Technology Department of Housing, or a living unit.

Georgia Institute of Technology 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 require written authorization from the appropriate Hall Director. There is a charge of \$75.00 per move after initial occupancy. Furthermore, there is a charge of \$150.00 for any unauthorized room change.

IX. ACCESS TO ROOM/APARTMENT

- A. Georgia Institute of Technology 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 Institute of Technology property assigned to such room/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 personnel and/or Georgia Institute of Technology 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 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 room/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, 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; (property deemed abandoned will be discarded at the expense of the Student) (2) the room/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 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 Institute of Technology, its officers, employees or agents are not responsible for the loss, damage, or destruction of the Student's personal property.

Although precautions are taken to maintain adequate security and maintenance, Georgia Institute of Technology does not assume any legal obligation to pay for injury to persons (including death), or loss of or damage to items of personal property which occurs in its buildings or on its grounds, prior to, during, or subsequent to the term of this Contract.

The Student is strongly encouraged to purchase and maintain appropriate rental insurance, or confirm that their family homeowner's policy will cover such possible losses. If insurance coverage is desired, it is the Student's responsibility to acquire such coverage.

XI. STUDENT RESPONSIBILITIES

Violations of any of the following provisions may result in fines, sanctions, probation, termination, suspension from Georgia Institute of Technology Department of Housing, 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 Institute of Technology 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 hall/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 Institute of Technology 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, 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 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.
- D. The 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 Institute of Technology 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. The Student is prohibited from loaning or allowing another person(s) their Buzz Card 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 prohibit gambling or illegal drugs in the residence halls or apartments.
 - J. The Student is prohibited from having any animals of any type, except for certified 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.
 - K. The Student is responsible at all times for all activities in his or her assigned room/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, harass, or interfere with any Georgia Institute of Technology staff in performance of their duties and responsibilities.
 - M. 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 to the Georgia Institute of Technology 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 twenty-five (25) feet from the 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 Institute of Technology 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 Institute of Technology 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 Institute of Technology 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. FOOD SERVICE

MEAL PLANS ARE VOLUNTARY EXCEPT FOR FRESHMAN EXPERIENCE PARTICIPANTS.

- A. Students wishing a voluntary meal plan may do so by electing a plan on the website www.mealplan.gatech.edu. The meal plan week runs from Friday through Thursday. All meal plan elections made after the first meal plan service date become effective the following Friday at 6:00 a.m. All meal plan costs are charged to students' Bursar accounts.
- B. **No refunds are made for missed meals. Meal plans are not transferable.** Student shall not be entitled to any refund for any unused meals. The Student is financially responsible for the meal plan charges selected.
- C. **Meal plans begin with dinner the THURSDAY before the first day of classes fall and spring semesters. No meals will be served during Fall break, Thanksgiving, Winter or Spring break periods. All meal plan rates are incorporated into this contractual agreement by reference, and apply to the full academic year.**
- D. **A MEAL PLAN WEEK IS DEFINED AS FRIDAY THROUGH THURSDAY.**
- E. **MEAL PLAN TIME PERIODS** are list in the Georgia Tech Dining web-site <http://www.gatechdining.com>
- F. **Meal Plan Changes**

Prior to the first meal plan service day of each academic semester, students may change their meal plan selection free of any service fee. To initiate the change, students may login to mealplan.gatech.edu and select an alternative meal plan.

AFTER THE FIRST MEAL SERVICE DATE, A MEAL PLAN CHANGE PERIOD EXTENDS OVER THE SECOND AND THIRD WEEKS OF THE SEMESTER. A meal plan change fee applies during this period. The meal plan change period dates and service fee amount will be posted each semester on the meal plan website: mealplan.gatech.edu. Plan changes are initiated on the same site.

The following rules apply to meal plan changes:

1. The meal plan week runs from Friday through Thursday. All meal plan changes made after the first meal plan service date become effective the following Friday at 6:00 a.m.
2. Proration of Refunds and New Plan Charges: Meal plans come with a pre-designated amount of BuzzCard account funds. For purposes of calculating the cost differential between the original and new meal plans, meal plan costs are divided between the base meal plan cost and BuzzCard account funds. The meal plan cost differential is calculated on a prorated basis as follows:
 - aa) For base meal plan costs, the BuzzCard Center will process a prorated credit for the original meal plan cost and assess a prorated charge for the new meal plan selection. The credit, new charge, and change fee (if applicable) are sent to the student's Bursar account.
 - bb) BuzzCard account funds are not prorated. Original plan funds are credited in whole, and the new plan's funds charged in whole. Both the credit and new charge are sent to the student's Bursar account. Should such a proration create an insufficient funds balance in the student's BuzzCard account, an amount equal to the insufficient funds amount will also be posted to the student's Bursar account.

XV. MODIFICATION/COLLECTION EXPENSES

Georgia Institute of Technology reserves the right to increase room rates 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 reserves the right to refuse housing to any Student who has demonstrated an unwillingness to abide by Georgia Institute of Technology 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 Institute of Technology 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 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 bears no liability for damage to property involuntarily removed, where the Student refuses to take control.

XVII. COST/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 Institute of Technology Department of Housing's rights under this agreement.

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. In addition to the information stated below, complete information can be found on line at:
<http://www.health.gatech.edu/topics/meningitis.htm>.

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 he/she has received the information about meningococcal disease and is aware of the issues and concerns about this illness, and indicates that he/she has either (a) received a meningococcal vaccination or (b) reviewed the information above and online at:
<http://www.health.gatech.edu/topics/meningitis.htm>.

XIV. 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*, he/she understands and realizes 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 he/she has 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 Tech Residence Life, the Student understands and accept the risks and damages associated with said participation.

CONTRACT ACCEPTANCE

The Student or if under 18, his/her parent, guardian, or other guarantor, has read and understands the terms and conditions of this contractual agreement. This agreement obligates the student to reside in the residence halls or apartments for the entire academic year or remainder thereof, as applicable.

