

**MIDDLE GEORGIA STATE UNIVERSITY
RESIDENCE HALL CONTRACT
2017-2018**

FOR OFFICE USE ONLY

Building _____ Room# _____

Date _____ By _____

Student Name: _____ MGA ID#: _____
Last First Middle

Home Address: _____ Phone: (_____) _____
Street or Box #

City State Zip County Country

1. **CONTRACT COMMITMENT:** This Contract (the "Contract") is entered into by and between the Board of Regents of the University System of Georgia for and on behalf of Middle Georgia State University ("MGA") and the Student, Student's parent, guardian, or other guarantor, if applicable ("Student").
No term or condition of this Middle Georgia State University Residence Hall Contract can be waived and no statement made by Middle Georgia State University or its agents is considered a waiver of any term or condition of the Contract, whether expressed or implied.
2. **TERM:** This Contract extends for 10 months and begins on August 10, 2017 and ends on May 10, 2018. If Student is assigned to Harris Hall or Aviation Hall this Contract extends for 11.5 months. The 11.5 month term begins on August 10, 2016 and ends July 31, 2018. The Student shall not be authorized to occupy the assigned space prior to the beginning date or after the end date of the Contract period. The voluntary termination of this Contract by the Student within term or 35 days prior to term will result in a \$500.00 Early Termination Fee.
3. **LICENSE FOR USE:** MGA shall grant the Student a limited, nonexclusive, nontransferable, and revocable license to use and occupy an assigned space in a College residence hall in accordance with the terms and conditions herein. The parties to this Contract do not intend that an estate, a tenancy, or any other interest in property should pass from MGA 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 MGA and the Student be that of licensor and licensee and that the sole right of the Student to use the assigned space as a living unit shall be based upon the license granted in this Contract. MGA reserves the right to revoke the Contract for any violation of law, the policies of the University System of Georgia, MGA, the Office of Residence Life, or the terms/conditions of this Contract.
4. **SPACE ASSIGNMENT, COST, AND MISCELLANEOUS PROVISIONS:** The Student acknowledges that:
 - (a.) MGA reserves the right to make all residence hall assignments, without regard to race, creed, color, or national origin.
 - (b.) The cost per semester in a residence hall at MGA is based on charges as set forth in the applicable MGA Residence Hall Application, which is, in such respect, made a part of this Contract.
 - (c.) MGA reserves the right, at any time during the term of this Contract and for whatever reason, to relocate the Student to another building, apartment, suite, etc., or to assign new or different roommate(s).
 - (d.) Students must meet all MGA eligibility requirements in order to reside on campus. If suspended, expelled, voluntarily withdrawn from MGA, the Student shall immediately (within 48 hours) and in a prudent manner remove all of his/her property and belongings from the residence hall and from MGA premises; and, in the event the Student fails to do so, MGA, without any responsibility or liability whatsoever, may dispose of such property and belongings as MGA sees fit.
 - (e.) MGA reserves the right of access to any and all spaces in a residence hall for purposes of maintenance, emergency, health, order, and any other purpose pertinent to the protection and preservation of the health, well-being, and discipline of the MGA community during the term hereof, including break periods and between academic terms.
 - (f.) In the event of any interruption of utilities (heat, lights, water, electricity) during the term hereof, MGA shall make every reasonable effort to restore service promptly, but in no event shall there be any refund, rebate, or abatement of any amount paid by or on the behalf of the Student or of any amount due or to become due by or on behalf of the Student.
 - (g.) Furniture, fixtures, or any other property of MGA may not be removed from any space in the residence hall.
 - (h.) Although precautions are taken to maintain security of the campus, MGA does not assume any legal obligation to pay for injury to person (including death) or loss of or damage to items of personal property, which may occur in its buildings or, on its grounds prior to, during, or subsequent to the Contract period. This includes loss or damage caused by fire, water, steam, theft, or otherwise. The Student and his/her parent, guardian, or other guarantor are encouraged to carry appropriate insurance to cover such losses.

- (i.) The Student is responsible for insuring any and all of his/her property and belongings brought on to or located on MGA property at any time. MGA shall not be responsible for or liable for any loss, damage, or destruction of such property and belongings.
- (j.) The Student shall at all times exercise responsible care in his/her use of all facilities at MGA. The Student shall abide by all rules and regulations, effective during the term hereof, pertaining to MGA's Residence Life community, all such rules and regulations being incorporated by reference. This Contract 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 policies of MGA as described in the Student Handbook, the Residence Life Handbook, and any other publication of MGA.
- (k.) Students are expected to take every precaution to assure that communal property is not abused. In areas where MGA has determined that there is abuse of MGA property and the responsible individual(s) cannot be identified, all residents of that area may be held responsible for paying a prorated share of repairing such damages.
- (l.) MGA shall, as of the beginning date of this Contract issue to the Student a key (or keys) to his/her assigned space and a Room Condition and Inventory Form which describes the then current condition of the assigned spaces. The Student shall, prior to receiving said key(s), acknowledge the condition of the assigned space by signing the Room Condition and Inventory Form. In the event the Student, upon further inspection of the assigned space, objects to the condition of the space as described in the Room Condition and Inventory form, he/she shall immediately and in writing specify his/her objections and deliver same to his/her Resident Assistant. Possession of the key(s) to the assigned space constitutes occupancy of said space.
- (m.) Once the signed Contract is received and accepted by MGA, the Student is obligated to all conditions and costs associated with living in a residential community. The voluntary termination of this Contract by the Student within term or 35 days prior to term will result in a \$500.00 Early Termination Fee. If in term, the Student must vacate the residence hall within 48 hours of non-enrollment being verified.
- (n.) If the Student withdraws from all classes prior to a point equivalent to 60% of the official scheduled class days in the semester, a \$500.00 Early Termination Fee will be charged and he/she will be entitled to a pro-rated refund of the residence life fee provided he/she properly checks out of their assigned room/suite according to published policy. If the Student has occupied the room/suite for 60% or more of the official class days of the semester, he/she will receive no refund of the residence life fee for the semester. All other fees will be prorated according to published College policies.
- (o.) When the Student vacates the assigned space, for any reason, the Student shall, immediately upon removing his/her property and belongings from the assigned space, notify his/her Resident Assistant so that such Resident Assistant may conduct an inspection of such space and note any damage or destruction which occurred during the Student's residence. The Student's failure to so notify his/her Resident Assistant shall result in the automatic imposition of a \$100.00 fine to the Student. Failure to return all keys issued shall result in a charge of \$50.00 for each key issues to the Student. Any damage or destruction found, beyond normal wear and tear, shall be charged to the Student. The charge will reflect MGA approximation of the reasonable cost of repair or replacement, as the case may be, of the item(s) or property damaged or destroyed.
- (p.) This Contract shall become effective only upon MGA's written acceptance of same in the space provided below.
- (q.) All information in the MGA Student Handbook is considered part of this Contract.

I, the Student and, where applicable, my parent, guardian, or other guarantor hereby acknowledge that I/we have read and agree to each and every provision of this Contract. I/we understand that if I terminate this Contract or cause this Contract to be terminated (voluntarily or involuntarily) prior to the ending date noted herein, I/we remain financially responsible for any fees incurred.

Student Signature _____ Date: _____

If under 18, Parent or Guardian Signature: _____ Date: _____

This Residence Life Contract is hereby accepted by MGA this _____ day of _____, _____.

MGA OFFICE OF RESIDENCE LIFE

BY: _____