

MIDDLE GEORGIA STATE UNIVERSITY  
RESIDENCE HALL CONTRACT

FOR OFFICIAL USE ONLY

Building \_\_\_\_\_ Room # \_\_\_\_\_  
Date \_\_\_\_\_ By \_\_\_\_\_

Student Name: \_\_\_\_\_ MGA ID#: \_\_\_\_\_  
Last First M.I.

Home Address: \_\_\_\_\_ Phone ( \_\_\_\_\_ )  
Street/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, legal guardian, or other guarantor, if applicable ("Student"). No term or condition of the MGA Residence Hall Contract can be waived and no statement made by MGA 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 the Academic Year (August through May) in which it is entered into. Students that are assigned to Harris or Aviation Halls, this contract extends for 50 weeks. The 50-week contract term will begin with the start of the Academic Year and end at the conclusion of the following Summer Semester (August through July). 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 after the dates listed below, will result in a \$500.00 Early Termination Fee.
  - a. For Fall Semester Cancellation – requests must be received, in writing to the Housing Office, by close of business on July 10<sup>th</sup> prior to occupancy.
  - b. For Spring Semester Cancellation – requests must be received, in writing to the Housing Office, by close of business of December 10<sup>th</sup> prior to occupancy.
3. **HOUSING DURING ACADEMIC BREAKS:** The residence halls (except for Aviation and Harris) will close for Winter Break, the time between the end of the Fall semester and the start of the Spring semester. Students who are not returning for the Spring semester are expected to properly check out of their spaces with a member of Residence Life staff. Students who are returning for the Spring semester are required to return their assigned room key to a member of Residence Life staff prior to leaving for the break. Students will be reissued their room key when they return to campus for the Spring semester on the approved dates.
  - a. Students needing to reside on campus during the Winter Break may do so by contacting the Office of Housing and Residence Life and signing up for Break Housing. The Student must agree to all terms set forth in this contract during the Break Housing period. Break Housing is not included in the cost per semester and the Student must agree to pay the additional cost. There are no dining options available on campus during the Break Housing period.
4. **LICENSE FOR USE:** MGA shall grant the Student a limited, nonexclusive, nontransferable, and revocable license to use and occupy an assigned space in an MGA Residence Hall in accordance with the terms and conditions herein. The parties to the 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 the 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 and conditions of the Contract.
5. **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 or as found on the MGA website at the following links: Cochran – <https://www.mga.edu/residence-life/housing/cochran.php>; Macon – <https://www.mga.edu/residence-life/housing/macon.php>; Eastman – <https://www.mga.edu/residence-life/housing/eastman.php>, which is, in such respect, made a part of this Contract and incorporated herein by reference.
- 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, removed from Housing per Conduct resolution, or voluntarily withdrawn from MGA, the Student shall immediately (within 48 hours) and in a prudent manner remove all of their 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.
  - i. The minimum required credit hours to receive a housing assignment is 12 per semester. At the time of move-in, students who are not registered for 12 credit hours and at least 3 credit hours for the current session will not be eligible to move in.
  - ii. During the semester, a student may not drop below 6 credit hours and remain in on-campus housing. If a student drops below 6 credit hours, they must apply for special consideration to remain in on-campus housing. A student who does not remain on-campus due to dropping below 6 credit hours is not eligible for any refund.
- e. Individuals under the age of 17, unless enrolled as a full-time MGA student, are not permitted in the residence halls without the presence of their parent or legal guardian. Children under the age of 16 are not permitted in the residence halls overnight unless through a sponsored University program.
- f. 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, wellbeing, and discipline of the MGA community during the term hereof, including break periods and between academic terms.
- g. In the event of any interruption of utilities (including but not limited to HVAC, lights, water, and 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 behalf of the Student or of any amount due or to become due by or on behalf of the Student.
- h. Furniture, fixtures, or any other property of MGA may not be removed from any space in the residence hall for any reason.
- i. 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, 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 their parent, guardian, or other guarantor, are encouraged to carry appropriate insurance to cover such losses.
- j. The Student is responsible for insuring any and all of their property and belongings brought onto 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.
- k. The Student shall at all times exercise responsible care in their 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, 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, including in print and on-line.
- l. Students are expected to be diligent in their care for residence hall spaces. This includes submitting work orders for their assigned living space in a timely manner and reporting ongoing concerns for the

building, such as cleanliness, pests, HVAC concerns, leaks, and other maintenance concerns. Students found to be negligent in the care of housing facilities may be charged for repairs.

- m. Students are expected to take every precaution to assure that communal property is not abused. In the instance 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.
- n. MGA shall, as of the beginning date of this Contract issue to the Student a key (or keys) to their assigned space and a Room Condition and Inventory Form ("RCIF"), which describes the then current condition of the Student's assigned space. The Student shall, prior to receiving said key(s), acknowledge the condition of the assigned space by signing the RCIF. In the event the Student, upon further inspection of their assigned space, objects to the condition of the space as described in the RCIF, they shall immediately and in writing specify their objections and deliver to their Residence Life Coordinator. Possession of the key(s) to the assigned space constitutes occupancy of said space.
- o. 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 the dates outlined in Section 2 of this Contract will result in a \$500.00 Early Termination Fee. If during term, the Student must vacate the residence hall within 48 hours of non-enrollment being verified. Requests to cancel must be made in writing to the Housing Office.
- p. 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 the Student will be entitled to a pro-rated refund of the residence life fee provided they properly check out of their assigned space according to published policy. If the Student has occupied the assigned space for 60% or more of the official class days of the semester, the Student will not be required to pay the \$500 Early Termination Fee; however, the student will receive no refund of the residence life fee for the semester. All other fees will be prorated according to the published University policies.
- q. When the Student vacates the assigned space, for any reason, the Student shall, immediately upon removing their property and belongings from the assigned space, notify their Resident Assistant (RA) so that the RA may conduct an inspection of such space and note any damage or destruction which occurred during the student's occupation of the space. The Student's failure to so notify their Resident Assistant shall result in the automatic imposition of a \$100.00 improper check-out fee to the Student. Failure to return all keys issues to the Student shall result in a charge of \$55.00 for each issued to the Student. Any damage or destruction found, beyond normal wear and tear, shall be charged to the Student's account. 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.
- r. This Contract shall become effective only upon MGA's written acceptance of same in space provided below.
- s. All information in the MGA Student Handbook or Residence Life Handbook are 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/Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

MGA OFFICE OF RESIDENCE LIFE

By: \_\_\_\_\_