

University of West Georgia
Effective during the following months:
August 2018 – July 2019
Residence Hall Contract
www.westga.edu/campus-life/housing

This is a legally binding contract (hereinafter “Contract”) between the University of West Georgia (hereinafter “UWG”), acting through the Department of Housing and Residence Life, and enrolled students (hereinafter “Residents”). In consideration of payments made, the Resident is entitled to occupy assigned residence hall space and to the services provided by the Department of Housing and Residence Life, subject to the terms set forth in this contract.

The Department of Housing and Residence Life agrees to furnish the Resident with housing as outlined under the terms and conditions herein stated. The Department of Housing and Residence Life or the University of West Georgia does not recognize alterations of this contract. **While Housing and Residence Life makes every effort to meet the Resident’s assignment preferences, failure to do so will not void this contract.** Please refer to Section V of this Contract for terms of cancellation. The Department of Housing and Residence Life will not discriminate in room/hall assignment on the basis of race, color, religion, national origin, ancestry, sex, age, disability, status as a veteran, sexual orientation, or any other characteristic protected by federal law, state law, or USG policy.

The Bursar’s office is responsible for collection of all student fees and rents.

I. ELIGIBILITY

To qualify for housing, an applicant must be a degree-seeking student who is enrolled and who is without academic, disciplinary, or other infractions warranting exclusions from on-campus housing. The Resident must maintain eligible status throughout the contract period. If the Resident’s status is altered to the extent that the Resident fails to maintain eligibility, the Resident must immediately notify the Department of Housing and Residence Life in writing. At any time after the Resident’s eligibility status has changed, the Department of Housing and Residence Life may terminate this contract.

Students who want to return to Greek Affiliated Housing must be approved by the chapter president and approvals forwarded to the Department of Housing and Residence Life in order to reside in the house. Summer contracts are required for each separate summer academic term in order to reside on campus.

FIRST-YEAR STUDENT RESIDENCY AND MEAL REQUIREMENT

We guarantee housing for all first-year students. On-campus housing provides a variety of housing options in a variety of price ranges. In the absence of a housing application or hall selection, the Resident will be assigned a space. All applicable charges will be posted to their student account. Please see our website for a listing of halls and accompanying price options.

Any first-year student who signs a housing contract, but then applies for an exemption (waiver of residency requirement) as set forth below, must comply with the terms of the housing contract until the waiver is granted and the contract is bought out as provided for in the cancellation section of this contract.

First-year students in their second semester may apply to live in Greek Affiliated Housing provided the applicant is an active member of the organization in question, space exists within the house, the applicant’s grade point

average is in good standing, and the applicant has no outstanding judicial sanctions, probations, or involvement in situations beyond community standards violations. This request will need to be made jointly by the Organizational President and the contract holder and approved or denied by the Housing Office.

(A) First-Time in College Student Residency Requirement

University of West Georgia requires **all first-time in college students, who live farther than 30.0 miles from the Carrollton campus (1601 Maple Street, Carrollton, GA – using google maps)**, to reside on campus and participate in a meal plan unless they are eligible for an exemption, see Exemption below. This policy applies to **all students entering University of West Georgia** and remains in effect until completion of two (2) semesters (Fall/Spring or Spring/Fall) of residency. Housing and Residence Life will process all requests within two (2) weeks, so please leave an adequate amount of time for processing this waiver.

Exemptions – Waivers are required for all First-Time in College students who do not wish to reside on campus and meet an exemption category, see below. If you wish to request a waiver of the University Residency Requirement, you must complete the Residency Requirement Waiver Form prior to signing a contract requesting to live on campus and prior to July 1st or 5 days after your summer orientation.

The following categories of First-Time in College students are eligible for an exemption waiver and will be approved after verification of the request.

- Living with a legal parent or guardian at their permanent address within 30.0 miles, which is on file with the University. The waiver form must be completed and signed by the student and parent with a copy of government issued IDs attached
- 21 years of age – copy of state driver’s license
- Marriage – **certified** copy of marriage license or other document establishing a dependent relationship is required
- Has child – certified copy of child’s birth certificate is required
- Lived on campus at another institution for two (2) semesters – Proof of residency is required
- Independent financial status – Housing and Residence Life will confirm status with Financial Aid Office
- Newnan Campus – First-Time in College UWG students enrolled for 100% of their academic load on the Newnan Campus will be exempt from this policy for each term this applies. Should a student’s Newnan enrollment change, they would be expected to move on campus for the remainder of the current semester and live on campus until the Residency Requirement is met.
- Online Courses – First-Time in College students taking at least 75% of their academic course load online will be exempt from housing requirements as long as that load level is maintained. Should a student’s online status change, they would be expected to move on campus for the remainder of the current semester and live on campus until the Residency Requirement is met.
- Combination of Newnan Campus and Online Courses at 100%

Students will be held accountable for the accuracy of all information provided to the University. Section 13.02 of the University of West Georgia Student Conduct Code prohibits students from intentionally furnishing false information to the University. Violators of this regulation will be referred to the Office of Community Standards.

Residents are expected to update Housing and Residence Life with any changes in status. All approved Residency Waivers will be checked during the course of the ensuing semester for changes in status. **Submission of a request for Residency Requirement Waiver does NOT void or cancel the residency requirement; you must receive an approved Residency Waiver to void the Residency Requirement Waiver/Exemption Policy.**

(B) First-Year Student Meal Requirement

All first-year students residing in University Housing are required to purchase a meal plan for two (2) semesters during their first year. All first-year students seeking to be exempt from this meal plan requirement must receive permission no later than the first day of classes from the Associate Vice President of Auxiliary Services for a waiver of the required meal plan. If the waiver is not approved, students will be held responsible for meal plan charges that will be automatically included on their student account. **In the absence of a selection by the Resident, the Office of Auxiliary Services will assign a Resident the minimal required meal plan.** Please check the Office of Auxiliary Services website for a list of the meal plan options and the appropriate rates.

II. **SPECIAL INTEREST HOUSING**

Program and special interest housing is assigned to specific locations within the residential inventory by Housing and Residence Life on a semester basis. Special Interest Housing provides Residents with the unique opportunity to design a living environment that will promote individual student development while meeting the needs of the community at large. Student groups selected to participate in the Special Interest Housing program will have the opportunity to live and work together around a common purpose or theme. Special Interest Housing includes but is not limited to: fraternity/sorority housing, students participating in learning communities, honors floor, music themed community, first year experience programs, etc. Residents residing in special interest housing will be required to pay a non-refundable program fee for this community each semester.

III. **CONTRACT PERIOD**

This contract is binding for the entire academic year consisting of Fall and Spring semesters or if entered into after the beginning of the academic year, for the remainder of the academic year. This contract, when appropriately signed and submitted, becomes effective upon its acceptance by the Department of Housing and Residence Life. Separate housing contracts will be available and will correspond with each separate summer academic term.

IV. **APPLICATION FEES**

The application fees are non-refundable and are published on the Department of Housing and Residence Life's website.

V. **CANCELLATION FEE**

(A) Contract Holder Cancellations Prior to the Start Date of the Academic Year

As a Resident seeking cancellation approval prior to the start of the Academic Year, please note that an **approved** cancellation will result in the following financial penalty as outlined by the date that your cancellation request is received. These requests are reviewed by the Housing and Residence Life Office in consultation with other appropriate departments on campus.

Fall Semester – For contracts beginning in August, which are effective through the end of the Spring semester, the following deadlines apply:

New/Transferring Residents:

1. If your written request to cancel is received by May 30 it will be approved and there is no cancellation fee.
2. If your written request to cancel is received on June 1 and thereafter, and is approved by meeting one of the stipulations below, you are obligated to pay 25% of the semester rent value. If your written request is received on July 1 and thereafter, and is approved by meeting one of the stipulations below, you are obligated to pay 50% of the semester rent value.

3. If not approved you will be billed accordingly.

****Students are required to check their UWG email address which is the University's official form of communication and where official notices related to this contract will be sent.***

*****Those who receive a building assignment after June 30, will have five (5) business days from the date their written building assignment notice is delivered (in writing or via email) to cancel without penalty. Requests for cancellation of the assignment received after the five-business day window will be subject to the above cancellation dates and penalties.***

******Please note that all first-year students are also subject to the First-Year Student Residency Requirement. Please refer to Section II (A) for information regarding this requirement.***

Returning (or continuing) Residents:

1. If your written request to cancel is received by February 1 it will be approved and there is no cancellation fee.
2. If your written request to cancel is received between February 2 and June 1, and is approved by meeting one of the stipulations below, you are obligated to pay 25% of the semester rent value, which can be found under Room Rates at <http://www.westga.edu/campus-life/housing>.
3. If written request to cancel is received on June 2 and thereafter, and is approved by meeting one of the stipulations below, you are obligated to pay 50% of the semester rent value.
4. If not approved you will be billed accordingly.

****Students are required to check their UWG email address which is the University's official form of communication and where official notices related to this contract will be sent.***

*****Returning (or continuing) residents who receive a building assignment after February 1, will have five (5) business days from the date when their written building assignment notices is delivered (in writing or via email) to cancel without penalty. Requests for cancellation of the assignment received after the five-business day window will be subject to the above cancellation dates and penalties. This does not include residents who received another building assignment before February 1 and requested a change to their assignment, which was delivered after February 1.***

Spring Semester – For contracts beginning in January, which are effective through the Spring semester, the following deadlines apply:

1. If your written request to cancel is received by November 30, it will be approved there is no cancellation fee.
2. If your written request to cancel is received on December 1 and thereafter, and is approved by meeting one of the stipulations below, you are obligated to pay 50% of the remaining semester rent value.

****Students are required to check their UWG email address which is the University's official form of communication and where official notices related to this contract will be sent.***

*****Those who receive a building assignment after November 30, will have five (5) business days from the date their written building assignment notice is delivered (in writing or via email) to cancel without a penalty. Requests for cancellation of the assignment received after the five-business day window will be subject to the above cancellation dates and penalties.***

Summer Semester – For contracts beginning in May, which are effective through July, the following deadlines apply:

1. If your written request to cancel is received 10 business days prior to the 1st day of classes for that session, there is no cancellation fee. Those who receive an assignment in writing or via email after this deadline will have five (5) business days to cancel without a penalty.
2. If your written request to cancel is received thereafter, and is approved by meeting one of the stipulations below, you are obligated to pay 50% of the session value.

****Students are required to check their UWG email address which is the University's official form of communication and where official notices related to this contract will be sent.***

(B) Cancellation of Special Interest Housing Residents

1. Greek Affiliated Students with Active Organizational Contracts

Residents who disaffiliate, are removed from their organization, reach alumni status, or are no longer eligible to live in their Greek Affiliated house will maintain an active housing assignment on campus in another facility for the remaining time of the signed housing contract. Residents will be financially responsible for any difference of rent, where applicable, once a new assignment is provided. Removal from their fraternity or sorority house alone does not cancel the contract or void its terms. Any and all moves from Greek Housing must be approved by the chapter's president, as it could result in charges to the organization for vacancies within the house.

2. Leadership of Greek Organization

Residents who hold a leadership position within a Greek organization and reside within the Greek Village may seek to terminate their contract early after their organizations host new elections for the leadership position. These contracts will only be terminated if the new student that holds the same leadership position does not currently possess a Greek Village assignment and must complete a room change or new contract to move into the house.

(C) Request for Cancellation

Petitions to cancel contracts and other notices relative to this contract must be submitted to housing@westga.edu from the student's MyUWG email account OR in writing to the Department of Housing and Residence Life, 1601 Maple Street, University of West Georgia, Carrollton, Georgia 30118 OR faxed to 678-839-6427. Supporting documentation for appeals can be submitted to the Housing and Residence Life Office in East Commons. Notification submitted to other University offices will not be accepted. Housing and Residence Life will process all fully completed requests within two (2) weeks, so please leave adequate time for processing the cancellation. Housing and Residence Life is not responsible for cancellation requests not received due to incorrect email address, mailing address, or fax number.

Residence Hall Contract Release Request - Definitions & Required Documentation: The following circumstances should be extenuating and not present at the time the contract was originally signed.

Birth of a dependent child for whom the student is the parent and will be the primary caregiver: A copy of the child's birth certificate, or the student's prior year's tax return listing the child as a full-time dependent of the requesting student.

Marriage: A copy of the student's marriage license after it has been filed at the courthouse. If the marriage occurred before the beginning of the Residence Hall Contract, the student will still be required to submit a copy of the marriage license to request a review from the board.

Family obligations: A change in family status due to family member health issues, need for additional care, death, notarized statement from parent/guardian, accompanied by appropriate physician's support and/or legal documents.

Financial Aid Award adjustment: Written statement from UWG Financial Aid counselor verifying that the student's financial aid award indicates a significant decrease from the current academic year award amount (with the documented amount of the decrease) since the date the student signed the current Residence Hall Contract. Documentation from the student of all other current means of income, such as: bank statements, pay stubs, copies of bills, copies of university bills of other family members in college, and any other documents that would support the budgetary information being used to explain the need for the request for release. Please note that a student and their parent/guardian must apply and accept all available financial aid. Students who are on financial aid probation prior to February 1 are ineligible to be released due to this clause.

Change in family income: Written narrative from the student explaining how the family's income situation has changed since the student signed their current Residence Hall Contract. Supporting documents to verify the stated changes: copies of job status changes on company/organizations letterhead, legal documents outlining changes in business ownership, change in marital status, bankruptcy proceedings, unexpected family expenses, etc.

Personal physical health issues: Documentation must include a statement on UWG departmental letterhead from a physician at the UWG Health Services or an Accessibility Counselor at the UWG Counseling Center verifying that the student has a condition that will be better addressed by living off campus.

Personal psychological health issues: Documentation must include a statement on UWG departmental letterhead from a physician or patient advocate at the UWG Health Services or an Accessibility Counselor at the UWG Counseling Center verifying that the student has a condition that will be better addressed by living off campus.

Military commitment: Required documentation is a copy of the student's military paperwork showing the date that the student must report for active duty.

Other: Any additional extenuating circumstances not present in any of the other categories. Please note that obtaining another lease at another housing complex does not warrant a release from this contract. Written narrative from the student describing the nature of the situation causing a request of release from the Residence Hall Contract should be provided. The narrative should include: a discussion regarding how the student's circumstances have changed since the signing of the Housing Contract, what makes the student's situation extraordinary, why moving to another residence hall will not address these concerns, any UWG resources the student has used for assistance in addressing concerns, and how living off campus will help the situation. Depending on the situation of concern, additional documentation might include: statements from employers, police reports, academic/personal records, and/or legal documents.

(D) University Right to Cancel

1. The University reserves the right to refuse housing or to cancel the contract during the academic year for the Resident's failure to meet University requirements or to follow policies or regulations, violations of state or outside law, or for any other reasonable cause.
2. Upon the expiration or cancellation under this contract under any of the above conditions, The University shall have the right to re-enter the premises and remove the Resident's property. If the Resident fails to pay housing fees, additional fees, or assessments by the dates required by the Department of Housing and Residence Life or the University of West Georgia, the University is entitled to pursue any or all of the following actions: terminate this contract, evict the Resident from housing, cancel registration, withhold transcripts, diplomas, refunds, or other records or documents maintained by the University.

3. The Department of Housing and Residence Life reserves the right to remove an assignment, as needed, if the contract holder is not a full-time, registered student or registered for a future Orientation date by June 1. If the contract holder registers for classes after the June 1 deadline, the contract will be reinstated and the contract holder will be assigned where space is available. The corresponding charges will be posted to the student's account at the time of reassignment.

VI. SOCIAL AND SPECIAL INTEREST HOUSING FEES

(A) Social Fees

All social fees are non-refundable after the first day of classes.

All residence halls have a mandatory Social Fee established by the Department of Housing and Residence Life, which is assessed in conjunction with room payments each semester. The mandatory Social Fee is assessed to every Resident living in the residence halls and is not refunded on date of check out. Rates are published on the Department of Housing and Residence Life's website.

(B) Special Interest Housing Fees

All Residents who participate in Special Interest Housing (i.e. a Living Learning Community/Themed Housing) will be charged an additional fee, which is assessed each semester. Special Interest Housing fees are applied towards programming and community development opportunities offered to our residents throughout the year. Rates are published on the Department of Housing and Residence Life's website. Residents who are removed from a Living Learning Community will be reassigned to an alternate housing assignment on campus in another facility for the remaining time of the signed housing contract. Residents will be financially responsible for any differences of rent, where applicable, once a new assignment is provided. The special interest housing fee will not be prorated or refunded if the Resident checks out or is removed from the Special Interest Housing.

VII. DAMAGES AND BILLING OF RESIDENT ACCOUNTS

(A) Residents are responsible for the conditions of rooms, furnishings, and other items of property provided by the University, as well as general cleanliness of the room once moved in. The Resident agrees to complete the Electronic Inventory Form by noting any discrepancies in the condition of the room described on the form at check-in. Upon check-out, the Resident will be billed for any repair of damages or replacement of University property beyond normal wear and tear.

(B) In the event of damage in hallways or common areas, Residents residing in the specific hall where the damage occurred may be charged for repairs or replacement of damaged property when not attributable to a specific individual.

(C) Residents can expect financial charges to be posted to their student account for any of the following reasons: when the Resident is held responsible for damages incurred in their assigned room or unit, building; or when the Resident has violated University policy and is expected to pay restitution for damage to University or personal property as charged by the University Conduct Officer.

VIII. OCCUPANCY

(A) Check-In

1. Residents may occupy residence hall or Greek Affiliated rooms on the building opening date, as announced on the Housing and Residence Life website www.westga.edu/campus-life/housing. A Resident who fails to occupy a reserved room within twenty-four (24) hours of the start of classes shall be declared a "no-show", and may risk reassignment to a space other than the space originally assigned. **Reassigned Residents will be held financially responsible for 100% of the room charges for the remainder of the academic year and/or semester.**

2. Occupancy of the room is restricted to Residents to whom the room is assigned. Room assignments may not be transferred or exchanged without written authorization from Housing and Residence Life, and under no circumstances may a room be sublet to another Resident, student, or individual.
3. The University reserves the right to:
 - a. Authorize or deny room any roommate changes;
 - b. Place additional students (in accordance with occupancy limits) in a Resident's assigned room (see section X of this contract);
 - c. Consolidate vacancies (see Section X of this contract);
 - d. Re-designate building usage;
 - e. Relocate Residents for reasons including, but not limited to, renovation, maintenance, construction, roommate conflicts, and disciplinary sanctions; or
 - f. Conduct both individual room inspections (traditional, specialty, and Greek Affiliated housing) and/or common area inspections (Specialty and Greek Affiliated Housing).
4. In all residence halls, Residents shall vacate no later than twenty-four (24) hours after cancellation, the posted closing date/time, or after the Resident's last final exam of the semester. Exceptions must be requested in writing to the Housing and Residence Life Office.

(A) **Break Housing**

A resident is not entitled to campus housing when the University is officially closed and/or the halls are officially closed. Except in Tyus Hall, Arbor View Apartments, University Suites, and Greek Village, residents should not plan to live on campus between semesters or during Thanksgiving, winter, and spring breaks (dates are posted on the Housing and Residence Life website, www.westga.edu/campus-life/housing). If temporary housing is available during breaks, the building and daily rate will be determined by the Department of Housing and Residence Life and posted on the website. These requests must be in writing to the Housing and Residence Life Office seven (7) days in advance of the building closing.

(B) **Check-Out**

The Resident must use the established check-out procedures upon termination of this contract. Residents who fail to return a key will be charged for a lock change. Residents who fail to clean the room and/or cause damage to the room and its contents will be charged the University's cost to clean and repair the premises. Residents who fail to check-out properly will be charged an improper check-out fee.

(C) **Abandoned Property**

1. If the Resident leaves personal property which is believed to be lost or abandoned in the University premises (which includes Resident's room) after termination of occupancy, the property shall be properly gathered, inventoried, and stored for a period of 30 business days. Residents will be billed until the property is recovered or disposed of as outlined below. The Department of Housing and Residence Life will dispose of the property if not removed by the Resident after notification by certified letter has been sent to the student at his or her permanent mailing address. Any charges incurred to remove, store, or dispose of the property will be assessed to the Resident up to \$300.
2. Items found in common areas will not initiate the sending of a certified letter until an owner of the items is identified. If at any point during those 30 working days an owner is located, a certified letter is sent and the 30 working day count starts over.

IX. **ROOM KEYS**

A Resident will receive a key or electronic access via their UWG ID to his/her room during the check-in procedure. It is the Resident's responsibility to keep the key/ID secure and return the key to a Housing and Residence Life staff member upon vacating the room. A Resident who loses his/her room key/ID will be held responsible for the cost of a lock change or replacement of their card. Should the key be broken, a replacement key will be provided at a discounted rate when the broken key is returned. Transferring keys/IDs to others is strictly prohibited and may

result in an immediate lock change or conduct action. **Possession of an unauthorized room key(s)/ID(s) is prohibited. Contact the ResStar Desk at 678-839-4718 or Campus Police at 678-839-6000 immediately to report a lost/stolen key or ID.**

X. ROOM CONSOLIDATION

The University has the right to consolidate all residential students in like housing accommodations at any time prior to Move-in Day. During the Academic Year, when a Resident is left in a double occupancy room or a suites single alone, for whatever reason, the resident will be required to either pay the private room charge when space is available, select a roommate for his/her room, or move in with another Resident who has been left in a double room alone.

XI. ROOM ENTRY

While the University will make every effort to respect the privacy of the Resident and give prior notice if possible, the University reserves the right of entry for inspection, verification of occupancy, or repairs. The University also reserves the right of entry without notice in circumstances posing a threat to life or property or as are reasonably necessary to preserve campus order and discipline. Residents may not block or restrict a University official from access to their rooms. The University reserves the right to enter any unit without notices in cases of emergency or when attempts to provide notice by phone or in person fail.

XII. PEST CONTROL

Pest control services are periodically performed in conjunction with the Department of Housing and Residence Life, Facilities and Grounds, and outside contractors for insect control purposes. Residents must allow appropriate staff to enter rooms for pest control inspection and control purposes unless a prior exception has been filed at the Housing and Residence Life Office. Exceptions will be valid and on file during the duration of the entire contract period. When non-University employees are used for pest control services, a University staff member will escort vendors when entering student rooms. To request an exception, students may complete this request on their key card, which can be found at the Resident Hall where the student resides. Please complete this prior to taking occupancy or expect such requests to take two (2) weeks to approve. Residents will not be permitted to make arrangements with outside pest control service providers.

XIII. CONDUCT IN THE RESIDENCE HALLS & GREEK VILLAGE

Residents and their guests are expected to conduct themselves with proper regard for the rights, property, and privileges of other Residents. Residents are responsible for understanding and abiding by the Student Code of Conduct, as well as the Regulations as found on our Housing and Residence Life website. Violations of these regulations may subject the individual to disciplinary action, confiscation, and removal from University housing or separation from the University.

XIV. INSURANCE

The University of West Georgia will not be liable for injury to persons or for loss of damage to items of personal property, which occurs in its buildings or on its grounds. This includes but is not limited to damage from fire, windstorm, water, vandalism, interruption of utilities, or condition of facilities. Residents are encouraged to obtain personal property insurance for their belongings. Please check with your parent or guardian's homeowner's insurance to determine if you are eligible to be covered under their policy.

XV. RESPONSIBILITY FOR STUDENT AND UNIVERSITY PROPERTY

(A) University Responsibility for Resident's Personal Property:

1. The University assumes no responsibility for the theft, destruction, or loss of money, valuables or other personal property belonging to or in the custody of the Resident, no matter the cause or location of the property.
2. The University does not insure individually owned personal property. Residents should provide their own personal property insurance coverage.

(B) Resident's Responsibility for Damage and Loss of University Property:

1. The Resident's acceptance of the Electronic Room Inspection Form is the Resident's acceptance of the condition of the room and its contents at occupancy. The form is the standard for determining the condition of the room and contents at the termination of occupancy. Residents have two (2) weeks from moving into the residence halls to complete this form before it is automatically accepted.
2. The Resident is responsible for any damage or loss caused to the room, furniture, fixtures, and equipment other than ordinary wear and tear. Damage or loss within Resident's rooms will be charged to the assigned Resident(s) proportionately unless there is clear information to identify the person responsible for the damage. The Resident agrees to pay his/her portion of such assessed damages to the University upon demand, or the Resident may be subject to further disciplinary actions.

The Resident agrees to observe all University and Residence Hall regulations as set forth in the University of West Georgia Student Conduct Code and the Residence Life Handbook. Failure to do so may result in disciplinary action, including eviction from the residence halls and/or suspension/expulsion from the University. All University rules and regulations published in the Student Handbook and Code of Conduct and the Residence Life Handbook are specifically made part of this contract by reference.