

Please review the terms and conditions of the Academic Year 2019-2020 Housing Contract - OR

Spring 2020 Housing contract.

**NOTE: THIS IS A LEGAL AND BINDING CONTRACT. PLEASE KNOW THAT YOU WILL SIGN THIS LEGAL DOCUMENT USING YOUR STUDENT ID NUMBER.**

**University of West Georgia**

**Effective during the following months:**

**August 2019 – July 2020**

**Residence Hall Contract**

**[www.westga.edu/housing](http://www.westga.edu/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 “Resident(s)”). 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 for the minimum required credit hours for each term (fall = 6, spring = 6, summer = 2), 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 has changed 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 desire to return to “The Village” Housing must be approved by the Organization President and approvals must be 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.

## II. **FIRST-TIME IN COLLEGE STUDENT RESIDENCY AND MEAL REQUIREMENT**

**We guarantee housing for all First-Time in College (FTIC) students.** For the purposes of this policy, FTIC students are defined as students who have earned a standard high school diploma or its equivalent and who have graduated from high school in the last 12 months and who have earned less than 30 semester hours of transferrable college credit after receiving a high school diploma or its equivalent. 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 assessed a fee equal to the lowest available housing charge until a contract is signed or Residency Requirement Waiver approved. All applicable charges will be posted to their student account. Please see our website for a listing of halls and accompanying price options.

Any FTIC 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 the cancellation section of this contract.

FTIC students in their second semester may apply to live in “The Village” Housing provided the applicant is an active member of the respective organization, the house has a vacancy, the applicant’s grade point average is in good standing, and the applicant has no outstanding judicial sanctions, probations, or disciplinary holds. 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** to reside on campus and participate in a meal plan unless they are eligible for a Residency Requirement Waiver (see “Exemptions” below). This policy applies to **all first-time in college students entering University of West Georgia** after High School Graduation and remains in effect until completion of two (2) semester (Fall/Spring or Spring/Fall) of residency. Housing and Residence Life will process waivers in the order received, so please leave an adequate amount of time for processing this waiver.

**Once a Housing Contract is signed by the student, a Residency Requirement Exemption is not available unless filed as a Housing Appeals and the accompanying fees paid. Students should complete a Residency Requirement Waiver and wait to see if denied before proceeding with a Housing Contract.**

The following categories of First-Time in College students are eligible to apply for a Residency Requirement Waiver and will be approved after verification of the request.

- Living with a legal parent or guardian at their permanent address within the approved zip code list, which is on file with the University. The Residency Requirement 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 Requirement Waivers will be checked during the course of the ensuing semester for changes in status. **Submission of a request** for a Residency Requirement Waiver **does NOT void or cancel the residency requirement**; you must receive an approved Residency Requirement Waiver to void the Residency Requirement Policy.

#### **B. First-Time in College Student Meal Requirement**

All FTIC students residing in University Housing are required to purchase a meal plan for two (2) semesters during their first year. All FTIC students seeking to be exempt from this meal plan requirement must receive permission no later than the first day of classes from the Chief Auxiliary Officer 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.

### III. THEMED AND LEARNING COMMUNITIES

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 experience 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. Residents in Special Interest Housing will be required to pay a non-refundable program fee for this community each semester.

### IV. 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.

### V. ROOM RATES

Room rates are published on the official website of the Department of Housing and Residence Life as approved by the University System of Georgia Board of Regents.

### VI. APPLICATION FEES

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

### VII. Requests for Cancellation

- A. Residence hall Contract Release Request – Definitions and Required Documentation (extenuating circumstances not present at the time of signature of the contract)

#### **Family Status Change**

***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 identifying 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, such as the death of an immediate family member that directly affects the student's ability to remain in campus housing.

### **Financial Hardship**

***Financial Aid Award adjustment:*** (1) Written statement from UWG Enrollment Services verifying that the student's financial aid award indicates a significant negative difference in award between the current academic year (with the documented difference) and the date the student signed the current Residence Hall Contract. (2) Documentation from the student of all other current means of income, such as: bank statements, pay stubs, copies of bills, and any other documents that would support the budgetary information being used to explain the need for the request for release. Loss of financial aid due to failure to meet grade point average requirements is NOT a justified loss-of-income.

### **Medical Accommodation**

***Personal physical/psychological health issues:*** Documentation must be in the form of an email from a physician or patient advocate at 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**

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

***Other:*** Written narrative from the student describing the nature of the situation causing him/her to request a release from the Residence Hall Contract. The narrative should include: (1) a narrative regarding how the student's circumstances have changed since the signing of the Housing Contract, (2) what makes the student's situation extraordinary, (3) why moving to another residence hall room and/or residence hall will not address these concerns, (4) any UWG resources the student has used for assistance in addressing his/her concerns, and (5) 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.

### **B. Cancellation Deadlines and Associated Fees –**

Petitions to cancel contracts and other notices relative to this contract must be submitted via email to [housing@westga.edu](mailto:housing@westga.edu) from the student's MyUWG 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 may be submitted in-person to the Housing

and Residence Life Office in East Commons. Notifications submitted to other University offices will not be accepted (Exception: Medical or Psychological documents submitted to Health Services or Counseling Services will be reviewed by an employee of those offices and an opinion of documents received forwarded to Housing and Residence Life for consideration). Housing and Residence Life will process all fully-completed requests in the order received, 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.

***\*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.***

**1. Fall and Spring Contract – For contracts beginning in August, which are effective through the fall and spring semester, the following deadlines apply:**

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

- a. If your written request to cancel is received by February 1, it will be approved and there is no cancellation fee.
- b. If your written request to cancel, in the form of a housing appeals packet, is received between February 2 and April 30, you are obligated to pay a \$250 cancellation fee.
- b. If your written request to cancel, in the form of a housing appeals packet, is received between May 1 and July 31, you are obligated to pay a \$500 cancellation fee.
- c. If your written request to cancel, in the form of a housing appeals packet, is received on August 1 thru the 1<sup>st</sup> day of classes, you are obligated to pay a \$1,500 cancellation fee.

***\*\*Those who receive a building assignment after January 28, will have five (5) business days from the date of their written building assignment notice is delivered 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.***

**2. Spring Only Contract – For contracts beginning in January, which are effective through the spring semester, the following deadlines apply:**

- a. If your written request to cancel is received by November 30, it will be approved, and there is no cancellation fee.

- b. If your written request to cancel, in the form of a housing appeals packet, is received between December 1 and January 1, you are obligated to pay a \$250 cancellation fee.
- c. If your written request to cancel, in the form of a housing appeals packet, is received on January 2<sup>nd</sup> thru the 1<sup>st</sup> day of classes, you are obligated to pay a \$1,500 cancellation fee.

*\*\*Those who receive a building assignment after November 30, will have five (5) business days from the date when their written building assignment notice is delivered 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.*

**3. Summer Contracts – For any summer contracts which are effective in any summer term through July, the following deadlines apply:**

- a. If a written request to cancel is received 10 business days prior to the 1<sup>st</sup> day of classes for that session, there is no cancellation fee. Those who receive an assignment via email after this deadline will have five (5) business days to cancel without a penalty.
- b. If a written appeals packet request to cancel is received less than 10 days prior to the 1<sup>st</sup> day of classes you are obligated to pay a \$250 cancellation fee.

**C. Cancellation of Special Interest Housing Residents**

- 1. “The Village” Member Students with Active Organizational Contracts: Residents who disaffiliate, are removed from their organization, reach alumni status, or are no longer eligible to live in “The Village” 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 Organization House alone does not cancel the contract or void its terms. Any and all moves from “The Village” must be approved by the Organization President, as it could result in charges to the organization for vacancies within the house.
- 2. Leadership of “The Village” Organization: Residents who hold a leadership position within an organization and reside within “The Village” may request to terminate their contract early after their organizations host new elections for the leadership position. This request will be granted if the Organization agrees to accept any vacancy charges as a result of this request.
- 3. Learning Communities: Residents who are removed from a Living Learning Community (LLC) or drop their courses associated with their LLC will be re-assigned 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.

**D. Cancellation of Housing by University**

1. Grounds for Cancellation. In addition to any cancellation actions authorized above, the University may cancel a housing contract or deny housing based on the following:
  - a. Residents and their guests are expected to conduct themselves with proper regard for the rights, property, safety, and privileges of other Residents. The University reserves the right to refuse housing, and remove someone from University housing if the Resident fails to meet University requirements or follow policies or regulations, violates state or outside law, Student Code of Conduct, as well as the Regulations as found on our Housing and Residence Life website or for any other reasonable cause.
  - b. 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 cancel the contract in addition to the other identified in the subsection below.
  - c. The Department of Housing and Residence Life reserves the right to remove an assignment if the contract holder is not a degree-seeking (enrolled for the minimum required hours) registered student, or registered for a future Orientation date.
2. University's Authorized Actions Following Cancellation. Upon the expiration or cancellation under this contract under any of the above conditions, the University is authorized to take any of the following actions:
  - a. Enter the premises and remove the Resident's property (evict the resident from housing)
  - b. Terminate this contract. When removed from on campus housing, fees are not cancelled as part of the removal, the student is still responsible for all fees posted to their account.
  - c. Withhold transcripts, diplomas, refunds, or other records or documents maintained by the University.
  - d. Residents may be reinstated when removed for failure to meet enrollment requirements. If the contract holder registers for classes after the deadline, the contract may be reinstated and the contract holder will be assigned housing where space is available. The corresponding charges will be posted to the student's account at the time of reassignment. Rent charges will be pro-rated from the start of the contract period through the

move-out date. If move-out occurs after 60% of the semester has passed, no refunds will be issued.

## **VIII. 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 applied in conjunction with room payments each semester. The mandatory Social Fee is assessed to every Resident living in the residence halls. 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 (LLC), or drop their courses associated with their LLC, will be re-assigned 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.

## **IX. 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 vandalism 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: (1) when the Resident is held responsible for damages incurred in their assigned room or unit, building, or (2) 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.

## X. OCCUPANCY

### A. Check-In

1. Residents may occupy residence hall or “The Village” organization rooms on the building opening date, as announced on the Department of Housing and Residence Life’s website. 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 be assigned 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 of 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, safety, environmental conditions, maintenance, construction, roommate conflicts, and disciplinary sanctions; or
  - f. Conduct both individual room inspections (traditional, specialty, and “The Village” housing) and/or common area inspections (Specialty and “The Village” Housing).
4. In all residence halls, Residents shall vacate no later than twenty-four (24) hours after 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.

### B. Break Housing

A resident is not entitled to campus housing when the University is officially closed and/or the halls are officially closed. With the exception of Tyus Hall, Arbor View Apartments, University Suites, and “The 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](http://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.

### C. 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.

### D. 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 a storage fee daily 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 30 business days. 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 whose ownership is unknown will be collected and retained by Housing & Residence Life for 30 days, and then disposed.

## XI. 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 or damaged, 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.**

## XII. ROOM CONSOLIDATION

The University has the right to consolidate all residential students in similar 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 suite alone, for whatever reason, the resident will be required to either (1) pay the private room charge when space is available, (2) select a roommate for his/her room, or (3) move in with another Resident.

### **XIII. 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 unable to provide notice.

### **XIV. PEST CONTROL**

Pest control services are performed periodically. Residents must allow appropriate staff to enter rooms for pest 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. 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. When non-University employees are used for pest control services, a University staff member will escort vendors when entering student rooms.

### **XV. INSURANCE**

The University of West Georgia will not be liable for injury or personal property loss/damage which occur 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.

### **XVI. 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 the 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.

All University rules and regulations published are specifically made part of this contract by reference. This contract represents the complete and final understanding of the terms for contracting space on campus.