

College of Coastal Georgia Residence Life and Housing

2022-2023 Terms and Conditions Coastal Place Apartments and Expanded Campus Housing

I. Parties and Agreements

This Contract is an agreement between the Board of Regents of the University System of Georgia by and on behalf of the College of Coastal Georgia (hereinafter the "College") and the student (hereinafter the "Resident"). If the Resident is under eighteen (18) years of age, this Contract is also an agreement between the College and the Resident's parent, guardian, or other guarantor. In performance of this contract, the College shall not unlawfully discriminate on the basis of race, color, national origin, religion, sex, age, disability, political affiliation, sexual orientation, or veteran status.

The parties to this agreement, in consideration of the mutual covenants and stipulations set forth herein, agree as follows:

- A. The College shall grant the Resident a limited, nonexclusive, nontransferable, and revocable license to use and occupy an assigned room in a residence space provided by the College in accordance with the within and foregoing terms and conditions. The parties to this Contract do not intend that an estate, a tenancy, or any other interest in property should pass from the College to the Resident, nor is it intended that a usufruct be granted to the Resident. Instead, it is the intention of the parties that the relationship between the College and the Resident be that of licensor and licensee and that the sole right of the Resident to use his or her assigned room as a living unit shall be based upon the license granted in this Contract. The College reserves the right to revoke the Resident's license at the discretion of a College judicial hearing officer for any violation of the Student Conduct Code and/or the Residence Life Conduct Code.
- B. The Resident agrees to pay to the College a housing fee for this housing space and all other charges as provided in this Contract.
- C. The College requires all minor students to have a guarantor co-sign all housing contracts and shall not enter into any Contract with a minor student without a co-signor's written guarantee of payment. Thus, if the Resident is under eighteen (18) years of age, his or her parent, guardian, or other guarantor agrees to guarantee to the College that the Resident will pay all housing fees and other charges as provided in this Contract. The parent, guardian, or other guarantor further agrees that, if the Resident for any reason fails to make such payments, the parent, guardian, or other guarantor shall make all such payments to the College. This agreement between the College and the parent, guardian, or other guarantor is an undertaking that is separate and distinct from the College's agreement with the Resident.
- D. Only students accepted to the College are eligible to live in campus provided residence space. Acceptance of this Contract is not a commitment of admission to the College, and any housing assignment inadvertently made to one who has not been admitted to the College for the involved academic term shall be null and void.

II. Eligibility

To qualify for College provided residence space, an applicant must be a degree-seeking student who is enrolled as a first-time (if a transfer student, less than 30 credits transferred), full-time (taking 12 credits or more each semester) freshman. Nursing students seeking College provided residence space and admitted to the Registered Nursing Program and participating in clinicals will be considered to be full-time students if they are enrolled in at least nine (9) credits hours. Exceptions may be made for student athletes. The Resident must maintain eligibility to continue to enroll in classes throughout the Contract period. If the Resident's status is altered to the extent that he or she fails to maintain eligibility, the Resident must immediately notify, in writing, the Director of Residence Life and Housing/Deputy Title IX Coordinator. At any time after the Resident's eligibility status has changed, the Director of Residence Life and Housing may terminate this Contract. Exceptions to the eligibility requirements outlined above may be made at the sole and exclusive discretion of the Director of Residence Life and Housing in order to ensure maximum occupancy in the residence halls.

III. Application Fee

Applicants for College provided residence space are required to pay a \$50.00 application fee during the Housing Application and Contract online process. This fee is maintained by the College of Coastal Georgia, is not applied to the cost of the room, and is non-refundable.

IV. Term of Contract

The term of this Contract is for the Fall 2022 Semester and the Spring 2023 Semester or the Spring 2023 only semester. A separate Contract is necessary for any time frames that exceed the specified Contract term. Move-in and move-out dates will be published by the College's Office of Residence Life and Housing and sent to the Resident upon acceptance by the College of this Contract. The Resident is authorized to occupy his or her assigned room beginning on the date and time designated by the Office of Residence Life and Housing. The specific dates of occupancy will vary from year to year in order to accommodate changes to the College's academic calendar. The Contract term shall begin on the first College move-in day of the applicable academic term, and shall expire twenty-four (24) hours after (a) the Resident's last final examination of the semester, (b) graduation, or (c) the published move-out dates, whichever day comes first. Regardless, the Resident must move out his/her room no later than 5:00 p.m. following the last scheduled final examinations or graduation for any academic term.

V. Residence Closings

Residents are not entitled to campus provided housing when the College or the College provided housing is officially closed. This Contract does not include housing during the winter break period between the Fall and Spring semesters. Additionally, the College may close the College provided housing and discontinue

food or other services if the College determines, in its sole and exclusive discretion, that an event caused by an emergency, weather, power failure, strikes, riots, fires, disasters or other conditions beyond the College's control make it impossible or imprudent to maintain those facilities or services. The College will not abate fees or charges, or pay damages, resulting from or relating to any such closings. All Residents must make alternative arrangements, at their expense, for housing during periods in which the residence hall is closed.

VI. **Payment of Housing Rent**

The College recognizes electronic mail (e-mail) as an official means of communication. Billing information and other Resident account correspondence will be e-mailed to the Resident's e-mail account on record with the College. Residents should check their COAST account for information about the account, deadlines, and other information. It is the Resident's responsibility to check his or her COAST account regularly in order to receive timely billing information. The housing confirmation prepayment is nonrefundable if the Resident has paid the \$200.00 housing confirmation prepayment prior to May 1, 2022 for the 2022-2023 contract and November 1, 2022 for Spring 2023 only contract and subsequently cancels after May 1, 2022 for the 2022-2023 contract and November 1, 2022 for Spring 2023 only contract.

VII. **Rent Payment**

The Resident agrees to pay the College a per-semester rent payment for the designated housing space in accordance with the terms and conditions of this Contract. Rental rates are located online at <http://www.ccca.edu/reslife> For the Fall 2022 Semester, 50% of the rent payment is due by 5:00 p.m. on the College's published payment deadline. For the Spring 2023 Semester, 50% of the rent payment is due by 5:00 p.m. on the College's published payment deadline. Further details on payment options will be provided on the Residence Life and Housing website.

Residents receiving sufficient financial aid to cover tuition and rent for College provided housing space may delay full payment until financial aid is disbursed at the beginning of the semester. When possible, a Resident's full semester rent will be deducted by the College automatically upon the recipient's financial aid disbursement. The availability of financial aid, however, does not relieve the student of financial responsibility for all sums due under this contract. All housing charges will be posted to the Resident's COAST account (<http://www.ccca.edu/COAST>). Payments may be made on-line or through the College's Business Services.

VIII. **Modification of Fees**

The College reserves the right to modify any housing or associated fees upon fifteen (15) days written notice to the Resident.

IX. **Meal Plan Requirement**

All Residents are required to participate in a meal plan for the academic year. Information regarding meal plan options and prices may be obtained by visiting www.ccca.edudine.com.

X. **Room Assignments**

New students living in College provided housing will receive assignments based on the date their applications are received by the Office of Residence Life and Housing and upon space availability. Continuing on-campus Residents may be able to participate in the housing Reapplication process during the Spring semester. Room assignment requests will be granted when space is available. However, the College reserves the right in its sole and exclusive discretion to make all room assignments and to make any subsequent changes the College deems advisable or necessary. While the Office of Residence Life and Housing makes every effort to meet Residents' assignment preferences, failure to do so will not void this Contract. The College reserves the right to (a) authorize or deny room and roommate changes; (b) place additional students (consistent with occupancy limits) in a Resident's assigned room; (c) consolidate vacancies (in accordance with Section XII, below); and (d) re-designate building usage; and (e) relocate Residents for reasons including, but not limited to, renovation, maintenance, construction, roommate conflicts, and disciplinary sanctions. When space becomes available at Lakeside Village or Mariner Village, the Resident will be given an assignment at one of these residence halls for consolidation purposes. When a space becomes available in Lakeside Village or Mariner Village, the Resident will be notified and the Resident will have 48 hours upon notification to check-out of Coastal Place Apartments and to check-in to the Resident's new assignment in either Lakeside Village or Mariner Village. Please note that if the Resident does not follow the timeline for room consolidation reassignment, the Resident agrees that the Resident's belongings will be administratively relocated to the Resident's new assignment at the Resident's own expense. Any adjustments to the process outlined above may be made at the sole and exclusive discretion of the Director of Residence Life and Housing in order to ensure maximum occupancy in Lakeside Village and Mariner Village residence halls.

XI. **Room Changes**

Room changes may only be made with the approval of the Residence Hall Director and is conditional upon space availability, the timing of the request, and the grounds for the transfer.

XII. **Consolidation**

Consolidation exists to bring equity. Residents in an underassigned suite may face room consolidation. The College reserves the right to reassign any Resident for the purpose of consolidation, or to schedule unoccupied rooms for new Resident usage through the year. Where there is a vacant space in a partially-occupied suite, the vacant space must be maintained by the occupant(s) in a manner that will allow a new Resident to move in immediately. Residents may request a vacant room buyout(s) in the suite and pay the additional pro-rated charge for any underassigned room(s). The determination as to whether to approve such a buyout request is within the sole and exclusive discretion of the College.

XIII. **Right of Entry**

While the College of Coastal Georgia will make effort to respect the privacy of individual Residents and give prior notice if possible, the College nevertheless reserves the right to enter any Resident's room to inspect, verify occupancy, make improvements or repairs, claim College property, or control the room in the

event of an epidemic or emergency, or for any other purpose related to the proper maintenance and operation of the residence halls. Residents may not block or restrict a College official from access to any room within the residence hall.

XIV. **Termination of the Contract by the College**

- A. **For Cause.** The Resident acknowledges that he or she is responsible for knowing, understanding and complying with all College rules, regulations, and policies, including, without limitations, those contained in the College's Student Handbook, the Residence Hall Handbook, and any other College publication. Copies of the College's Student Handbook and Residence Hall Handbook are available on-line at the College's website. This Contract may be terminated "for cause" immediately at the sole and exclusive discretion of the Director of Residence Life and Housing if a Resident:
- (a) fails to comply with the terms of this Contract, including failure to pay all applicable rent and/or fees by the designated due dates; (b) violates residence hall policies and procedures; (c) violates the College's Student Code of Conduct; (d) is no longer formally enrolled as a student in coursework accredited by the College; (e) fails to occupy and/or improperly vacated or abandoned his or her assigned residence hall room; (f) breaches State, local or College alcohol and/or drug policies; (g) engages in actions or activities contrary to the health, safety, welfare, or security of his or her self or other Residents; (h) vandalizes any College-owned, arranged, or managed property; (i) refuses to comply with the direction of College housing staff who are acting in accordance with their assigned duties and responsibilities; (j) exhibits behavior that is not compatible with maintaining order in the residence hall; (k) is suspended or dismissed for disciplinary reasons; or (l) causes damage to any part of the residence hall from fire or smoke. The Resident is responsible in all matters affecting this Contract for the conduct of anyone he or she invites or permits to enter the grounds or the residence hall. Any violation of the provisions of this Contract by such a person, including those outlined in this paragraph, will be attributed to the Resident and will be grounds for cancellation of this Contract by the College. Upon a determination by the College to terminate this Contract pursuant to any of the reasons outlined in this paragraph, the College shall deliver written notice of cancellation of this Contract and provide the Resident a minimum of twelve (12) hours and a maximum of forty-eight (48) hours to complete the applicable check-out procedures and vacate the premises. The College will have the unconditional right after termination to take possession of a Resident's room by any lawful means, without liability for trespass, and without waiving any of the College's other rights or remedies. Cancellation of this Contract by the College pursuant to this paragraph shall not release the Resident from his or her obligation to pay all rent and/or fees due under this Contract for the entire Contract term, and the Resident shall receive no refund of his or her housing rent and/or fees.
- B. **Health and Safety.** Additionally, College may also terminate this Contract immediately, in its sole and exclusive discretion, if it deems that (a) the Resident's assigned room is unusable due to damage, construction, renovation, or repair; (b) there is an imminent threat to any person's life, health, safety, or property; (c) the Resident provided false or inaccurate information to the College during the housing application process; (d) termination of the Contract is in the best interest of the College, the Resident, other College students, and/or the local community. Upon a determination by the College to terminate this Contract pursuant to any of the reasons outlined in this paragraph, the College shall deliver written notice of the cancellation of this Contract and provide the Resident a minimum of twelve (12) hours and a maximum of forty-eight (48) hours to complete the applicable check-out procedures. The College will have the unconditional right after termination to take possession of a Resident's room by any lawful means, without liability for trespass, and without waiving any of the College's other rights or remedies. If the College cancels this Contract pursuant to any of the reasons listed in this paragraph, the College shall take all necessary steps to identify and provide an alternative residence hall room for the Resident. If that is not possible, the College shall refund to the Resident a pro-rated share of the rent payment based upon the number of days the Resident occupied the room prior to the cancellation.
- C. **Failure to Occupy the Space.** The Resident must occupy the assigned space by 5:00 p.m. on the first day of classes of the academic term of residency, unless written notice of delayed arrival is received by the Residence Hall Director by 9:00 a.m. on that same day. The College reserves the right to cancel this Contract and reassign the assigned space to another student if the Resident does not comply with this provision. Cancellation of this Contract by the College pursuant to this paragraph shall not release the Resident from the obligation to pay all fees due under this Contract for the entire Contract term, and the Resident shall receive no refund of his or her housing fees.
- D. **Failure to Receive Board of Regents Approval.** This agreement is subject to approval by the Board of Regents of the leasing of this property to the College. Should this lease not be approved, this agreement is terminated.

XV. **Termination of the Contract by the Resident**

- A. **Termination Prior to Start of the Academic Year.** In order to avoid any rent charges or associated cancellation fees, terminations must be made by the Resident prior to July 1, 2021 (Fall 2021 Semester) or December 1, 2021 (Spring 2022 Semester). A registered student who fails to cancel his or her Contract prior to the first day of the Contract period and is either (a) not living in the residence hall or (b) moves out of the residence hall at any time during the Contract period, will be held financially responsible for rental charges for the duration of the Contract period. The full amount of rent due under the terms of this Contract shall constitute a debt owed to the College and, if unpaid, may be collected in any lawful manner and may prevent registration at the College for future academic terms. The parties agree that, because of the administrative expense incurred in the event students do not accept and occupy assigned housing, the need to meet financial obligations of the College for housing, and the difficulty of measuring actual damages, the full amount of rent due shall constitute liquidated damages in the event of cancellation and does not constitute a penalty.
- B. **Termination After the Start of the Academic Year.** During the academic year, the College may, in its sole and exclusive discretion, release a student from this Contract upon receipt of a signed contract release request form, payment of any mandated cancellation fees, and approval by the Director of Residence Life and Housing. A Resident's request for release will be considered and approved ONLY for the following six (6) reasons: (a) official withdrawal; (b) marriage; (c) non-registration for classes; (d) graduation; (e) participation in non-local College programs; or (f) call to active duty military service. Residents who are granted a release from their Contract with the College for any of the six (6) reasons outlined above will be charged a pro-rated portion of the rent payment for the number of days from the beginning of the Contract term through the date of their official check-out from the Resident's room. Such Residents shall move out of the residence hall within twenty-four (24) hours of the Contract's termination and ensure appropriate check-out procedures are followed. Rent will be charged until a proper check-out with a designated staff member is fully completed. Residents terminating the Contract under this provision will remain responsible for any damage to their assigned space and/or common areas occurring prior to the date of cancellation. When applicable, rent refunds will be either (a) credited to the Resident's COAST account to pay outstanding College charges or (b) refunded to the Resident. Refunds will be pro-rated on a daily basis. Refunds will adhere to the Return of Title IV Funds policy. Residents who officially withdraw from the College are ineligible for a refund of their housing application fee.

XVI. **Check-Out**

The Resident must use the established check-out procedures upon termination of this Contract for any reason. Residents who fail to clean the room and/or cause damage to the room and its contents will be charged the College's cost to clean and repair the premises.

XVII. Damages

The Resident is responsible for any damage or loss caused to his or her room, furniture, fixtures, and equipment, other than that associated with ordinary wear and tear. Damage or loss within resident rooms will be charged to the assigned Resident(s) proportionately, unless there is clear information available identifying another Resident as responsible for the damage(s). The Resident agrees to pay his or her portion of such assessed damages to the College upon demand, or the College may pursue an appropriate remedy under this Contract. The Resident is also responsible for maintaining the cleanliness of his or her room, and shall reimburse the College for all cleaning costs in excess of normal cleaning costs if, at the sole discretion of the College, such additional cleaning is required. In addition, the Resident will be required to share equally with other hall/unit/suite Residents the cost of repair or replacement of any College property in common areas of the College provided housing, including, but not limited to, hallways and lounges, when the College determines that it is unable to assign liability for such damage or loss to any individual Resident(s). The College, at its sole discretion, shall determine the amount of any such loss or damage.

XVIII. Abandoned Property

If, after termination of occupancy for any reason, the Resident leaves personal property in the premises, including his or her room, the property shall be inventoried and stored for a period up to ninety (90) days. Residents will be billed until the property is recovered or disposed of, as outlined below. The Office of Residence Life and Housing will dispose of the property if not removed by the Resident after notification has been sent to the Resident's address of record. Any charges incurred to remove, store, or dispose of the property will be assessed to the Resident.

XIX. Liability

The College of Coastal Georgia will not be liable for, and assumes no legal obligation to pay for, any injury to any person (including death) or loss of or damage to items of personal property that might occur in its building or on its grounds prior to, during, or subsequent to the contract period. 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.

XX. Assumption of Risk

There are risks associated with living in a College housing environment. Residency is purely voluntary. Resident elects to reside and participate with full knowledge of the risks of injury, illness, or damage to property and accepts full responsibility for any injuries, illness or damage to property that he or she may sustain in the course of such residency and/or participation. Resident is responsible for engaging only in those activities and programs for which he or she has the prerequisite skill, qualification, preparation, and training. Resident acknowledges and agrees that he or she is owed no extraordinary duty of care in connection with his or her residence in College housing.

XXI. Immunization Requirement

In accordance with Official Code of Georgia Annotated Section 31-12-3.2, all students living in College-owned, managed, or arranged housing must EITHER receive a vaccine for bacterial meningitis OR review information about the risks of bacterial meningitis. The following is the information you will need in accordance with this Georgia statute: What is Meningococcal disease? (a) Meningococcal disease is a serious disease 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 a severe disability, such as the loss of a limb, mental retardation, paralysis, deafness, or seizures; (b) meningococcal disease is contagious, but a largely preventable infection of the spinal cord fluid and the fluid that surrounds the brain; (c) scientific evidence suggests that college students living in residence halls are at a moderately increased risk of contracting meningococcal disease; and (d) immunization against meningococcal disease will decrease the risk of the disease. Students who apply for college housing will not be permitted to submit housing contracts without initialing that he or she is aware of the risks of bacterial meningitis. Students are encouraged to discuss the vaccination with his/her family physicians.

XXII. Assignment and Delegation

This Contract may not be assigned, transferred, or conveyed, in whole or in part, without the prior written consent of the College of Coastal Georgia. A resident is to use and occupy his or her assigned space exclusively as a personal residence for himself or herself, and for no other purpose except as may be permitted by the College in writing and in advance. No resident will occupy or reside in any space other than their assigned room, nor will any resident permit another to reside in the space assigned exclusively to him or her as a personal residence. Subletting arrangements of any kind are not permitted.

XXIII. Choice of Law and Forum

The laws of the State of Georgia shall govern and determine all matters arising out of or in connection with this Contract without regard to the choice of law provision of State law. This provision shall not be construed as waiving any immunity to suit or liability, including, without limitation, sovereign immunity, which may be available to the State or the College of Coastal Georgia.

XXIV. Integration

This Contract represents the entire agreement between the parties and cannot be modified except by the parties' subsequent written agreements. The parties shall not rely on any representation that may have been made that is not included in this Contract. There are no promises, terms, conditions, or obligations other than those contained herein, and this contract shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto.

XXV. Waiver

The failure by either party at any time to require performance by the other party or to claim a breach of any provision of this Contract shall not be construed as affecting any subsequent right to require performance or to claim a breach.

