



**OFFICE OF RESIDENCE LIFE
AND HOUSING**

Residence Hall Handbook

2020-2021

Prepared by the Office of Residence Life and Housing
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WELCOME FROM THE ASSISTANT VICE PRESIDENT FOR STUDENT AFFAIRS/DEAN OF STUDENTS

Welcome to the College of Coastal Georgia! Our residence halls provide students not only a place to sleep, but so much more. Our program is based on our mission statement:

“The Office of Residence Life and Housing is committed to enhancing the academic and social development of students by offering the highest quality on-campus living and learning environment. The Office of Residence Life and Housing supports the mission of the College by focusing on community and relationships, academic success, service-learning, and an appreciation for diversity.”

I encourage you to get involved with programs and events in the residence halls and campus-wide. Also, take advantage of the convenience of living on campus to help with your academic success. I wish you the best this year.

Dr. Michael F. Butcher
Assistant Vice President of Student Affairs/Dean of Students and Title IX Coordinator
Director of Residence Life and Housing

A. MISSION

The Office of Residence Life and Housing is committed to enhancing the academic and social development of students by offering the highest quality on-campus living and learning environment. The Office of Residence Life and Housing supports the mission of the College by focusing on community and relationships, academic success, service-learning, and an appreciation for diversity.

*Part of this mission statement was submitted by College of Coastal Georgia graduate, Sierra West.

B. GENERAL INFORMATION

Academic Requirements

A Resident must be a College of Coastal Georgia student, full-time (taking 12 credits or more each semester). Nursing students seeking campus housing 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. A Resident must maintain eligibility to continue to enroll in classes throughout the Residence Hall 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 Residence Hall Director. Please see the Housing Agreement for information about contract terminations. Exceptions to the eligibility requirements outlined above may be made at the sole and exclusive discretion of the Dean of Students in order to ensure maximum occupancy in the residence hall.

Cable Television

Cable outlets are included in all residence hall bedrooms and in the common areas of the suites. Cable includes news and entertainment channels that support the overall collegiate experience of students living on campus, as well as the academic and continuing education needs of the college. Please note that if you are living in Mariner Village or Lakeside Village your television must be equipped with a QAM tuner. If your television does not come equipped with a QAM tuner you will have to purchase one in order to be able to access the cable services.

Check-in and Check-out Procedures

Residents are required to follow established procedures when moving in and out. To ensure a safe and orderly move, please follow these procedures carefully.

Check-in will occur at the front desk of the residence hall. Before you move into your room, you will have your MAC card programmed and you be issued a room key, mailbox key, a Room Condition Inventory form and be asked to complete appropriate documentation prior to moving into your room. Any changes to the room condition inventory must be made within 24 hours after checking in.

During check-in, you can make changes to the Room Condition Inventory by logging onto <https://starrezweb.coga.edu>.

Check-out takes place each time you change rooms or when you move out of the residence hall. Room changes must occur within 48 hours of notification unless you received an extension from the Residence Hall Director. To check out, you must return your keys and complete an inspection of your room with a Resident Assistant. Damages incurred between check-in and check-out will be noted during check-out. Failure to follow established check-out procedures will result in an improper check-out charge of \$25.00. There is a \$40 per hour cleaning charge for those rooms not properly cleaned.

If you have questions about the process, please contact the Residence Hall Director.

Email Communication

Email is an official means of correspondence between the College and its students. Residence Life and Housing email messages with official announcements are transmitted to students using their College email addresses. Check your College email regularly or make sure it is forwarded to an active, private email account that you use.

Facility Services/Maintenance Requests

The College custodians clean all the public areas in the residence hall. Students are responsible for the cleaning of their individual suites: bedroom, bathroom, living area, etc.

Repairs that are needed on any residence property must be reported to the Residence Life and Housing staff. Students may not make repairs to College property.

Residence Life and Housing provides routine maintenance to the residence hall. Residents who wish to request repairs should login to the Housing Portal at <https://www.starrezweb.coga.edu> to submit a work order. In the event of an emergency, contact a Resident Assistant immediately or contact Campus Police at 911. While there is no charge for routine maintenance, repairs made for damages that go beyond normal wear and tear may be assessed a fee.

Immunization Requirement

In accordance with Official Code of Georgia Annotated Section 31-12-3.2, all students living in College-owned 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 the residence hall 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.

Internet Connectivity

The residence halls have wireless Internet throughout the buildings. Lakeside Village rooms are also wired for high-speed Internet connections with an Ethernet port and wireless Internet. Mariner Village and Coastal Place Apartment rooms have wireless Internet only. Students will need a personal computer with an Ethernet port or wireless capability to connect to the campus network. For more information, visit Technology Services at <http://www.ccga.edu/page.cfm?p=639>.

Laundry Room Use

Lakeside Village

The laundry room has 10 washing machines and 10 dryers and it is located on the first floor of Wing 1.

Mariner Village

There is a laundry room available on each floor of Mariner Village.

Coastal Place Apartments

There is a laundry room adjacent to the front lobby area.

The laundry facility is for residents' use only. The laundry facilities do not cost for student use. For maintenance issues contact your Residence Hall Director or email Residence.Life@ccga.edu.

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 person property insurance for their belongings.

Lost and Found

Contact the Information Desk located in the lobby of the residence halls to report a loss or claim an item.

Mail and Packages

Resident mailboxes are located on the first floor of Wing 2 in Lakeside Village and the first floor in the main lobby in Mariner Village. Mailboxes for Coastal Place Apartments and Expanded Housing are located in the main lobby of the respective buildings. All mail is returned to the appropriate mail service carrier for further handling after a Resident checks out. Mail, packages, and other correspondence sent to residence hall students should be addressed using the following format:

Lakeside Village

(Resident's Name)

100 Mariner Way #(Box Number)

College of Coastal Georgia Brunswick,

GA 31520

Mariner Village

(Resident's Name)

80 Mariner Way #(Box Number)

College of Coastal Georgia

Brunswick, GA 31520

Coastal Place Apartments

(Resident's Name)

80 Mariner Way #(Box Number)

College of Coastal Georgia

Brunswick, GA 31520

All packages are logged for tracking purposes. After the package is logged, the Resident will receive a notification slip in their mailbox as well as an email notification. Residents will be required to show their Mariner Access Card (MAC) and their notification slip when claiming a package. Packages may be picked up from the Information Desk located in the residence hall lobby. After you check-out, it is your responsibility to change the address for your mail. Mail that is received to the residence hall after check out will be returned to sender. The college is not responsible for lost or stolen mail.

Meal Plan

All residents residing in Lakeside Village or Mariner Village are required to participate in a meal plan for the academic year. Residents residing in Coastal Place Apartments are not required to participate in a meal plan but encouraged to review options for commuter students. Information regarding meal plan options and prices may be obtained visiting the Campus Dining at <https://ccga.edudine.com>.

Missing Persons Policy and Procedures

Reports regarding any student attending school or living in the residence hall who is missing must be referred immediately to Campus Police at 911 or 912-258-3133. Students living in the residence halls are required to identify a contact person or persons whom the College will attempt to notify after the student is determined by Campus Police to be missing. Students must list these individuals as their emergency contact persons. All student contact information registered with the College is held confidentially by the college. In addition to any additional contact person designated by the student, if the student is under 18 years of age and not emancipated, the College will attempt to notify a custodial parent or guardian not more than 24 hours after the student is determined to be missing by Campus Police. Campus Police will initiate emergency contact procedures once a student, for whom a missing persons report has been filed, has been missing for 24 hours.

Parking

Residents with a vehicle on campus must register their vehicle and obtain a Residential Parking Permit from the Bursar's Office. All residents with a Residential Parking Permit are only permitted to park in the Residential Parking Lot. Parking in other parking lots on campus is not permitted. The Resident's MAC card will allow access to the Residential Parking Lot for Lakeside Village or Mariner Village. Vehicles without a Residential Parking Permit are not allowed to park in the Residential Parking Lot at any time, even if a resident is operating the vehicle. If, for some reason, a Resident must drive an unregistered vehicle, he/she should obtain a temporary permit at the Bursar's Office before parking. The Resident may obtain a temporary permit from Campus Police after business hours. Vehicles parked in unapproved locations may be towed at the discretion of Campus Police.

Guests must park in designated guest parking and must comply with any designated time limits. Residents are not allowed to park in guest parking at any time.

Contact Information

Please see your Resident Assistant for her/his suite phone number.

- The primary Resident Assistant on-call number for Lakeside Village is: 912-230-8991
- The secondary Resident Assistant on-call number for Mariner Village is: 912-506-3087
- The Information Desk phone number at Lakeside Village is: 912-279-4560
- The Information Desk phone number at Mariner Village is: 912-279-5913
- The Associate Director can be contacted at: 912-279-4540
- The Dean of Students can be contacted at: 912-279-5815
- Campus Police can be contacted at: 912-258-3133

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 hall. Residents may not block or restrict a College official from access to any room within the residence hall.

Services for Students with Disabilities

ADA accommodations are available to students who choose to self-identify and provide appropriate documentation of their disability. Individuals with disabilities requiring accommodations in the residence hall should submit a Voluntary Disclosure of Disability Form which can be accessed on the Residence Life and Housing website.

Documentation of the disability also needs to be submitted to the Office of Disability Services. For guidelines on the process of submitting this documentation, see pages 4-5 of the Disability Handbook, which can be accessed at <http://www.coga.edu/page.cfm?p=647>.

Staff

The staff that live and work in the residence halls significantly contribute to the living-learning environment. The Residence Hall Directors are full-time live-in student affairs professionals who is responsible for the overall management and daily operations of the residence halls. The Resident Hall Directors (RHD) supervise College of Coastal Georgia student Resident Assistants (RA). The RA is a student leader who lives in the residence hall and oversees the students on a floor of a building. This student will be a resource for academic questions, building community, and enforcing residence hall policies. In addition, Desk Assistants (DA) will work at the front desk. The Resident Assistants will also work at the front desk as part of their job responsibilities.

Staff Availability

The Office of Residence Life and Housing is open 8:00 a.m. to 5:00 p.m. Monday through Friday. The Residence Hall Directors' office hours are posted on their office doors in Lakeside Village and Mariner Village. Resident Assistants (RA) are on-call 5:00 p.m. to 8:00 a.m. Sunday through Thursday nights. RAs will also be on-call 24-hours beginning 5:00p.m. on Friday and ending Monday at 8:00 a.m. RAs will be on call 24 hours during College holidays. Staff on-call respond to emergencies and major facilities issues. If Residents cannot locate an RA for immediate assistance, they may call Campus Police at 911 or 912-258-3133. Desk Assistants will also work at the Information Desk in the residence hall lobby. Information Desk hours will be posted at the Information Desk.

Telephone Service

Landline telephone service is only provided in the hallways of the residence hall at Lakeside Village and Mariner Village. There is one telephone in center of each floor per wing. There is no landline telephone service in any residence hall room or suite. Telephones are located in the middle of each floor on every wing and are available for local calls only. Long distance calls may be placed only as collect or credit card calls through available long distance services. The placing of long distance telephone calls from any College telephone and charging of calls to that or other College telephones without proper authority is prohibited. A Resident may not accept collect calls.

C. STANDARDS OF RESIDENCE

The College of Coastal Georgia Student Conduct system focuses on the growth and development of Residents through the encouragement of self-discipline and responsibility by fostering respect for the rights and privileges of others.

As a College of Coastal Georgia student, you are guaranteed all of the rights, privileges, and freedoms granted to all citizens; however, with these rights come responsibilities.

Policies, rules, and regulations have been established for the residence hall to help in maintaining an optimal living environment for Residents. Students are expected to abide by all federal, state, and

local laws.

You are responsible for becoming familiar with all of these published statements and for considering them as you function within the residence hall community. As a member of this community, you also have the right and personal responsibility to question others when you are aware that they are not adhering to such regulations.

Failure to adhere to these policies can endanger your safety and the safety of others in the College community. Further, violations of these policies may be infringing upon the rights of others.

The Residence Hall Handbook fully outlines disciplinary infractions and possible sanctions resulting from these infractions. In the residence hall system, discipline can be handled by the residence hall staff or the Dean of Students or designee. Sanctions range from an admonition of conduct to recommended dismissal from the College.

Violators may be accountable to both civil and criminal authorities and to the College for acts of misconduct which constitute violations of this Code. Disciplinary action at the College may proceed during the pendency of other proceedings at the discretion of College officials. Sanctions may be imposed for acts of misconduct.

It is necessary that you be familiar with the information in this handbook and the Student Code of Conduct, as well as other published materials of the College, to thoroughly understand your rights and responsibilities within the residence hall community as a whole. Other published rules include:

1. The Residence Hall Contract Terms and Conditions located in Appendix A
2. The Student Code of Conduct is available through the Student Affairs website at: <http://www.coga.edu/StudentConduct>

All members of the College community are responsible for reviewing these policies. Provisions contained in online publications supersede existing printed publications.

Suitemate Bill of Rights

Your enjoyment of life in the residence hall depends on thoughtful consideration and common courtesy among suitemates and neighbors. The basic rights of a Resident include the following:

1. The right to live in a clean building and room.
2. The right to expect that a suitemate(s) will respect one's personal belongings.
3. The right to a redress of grievances. Residence Life and Housing staff are available to assist in resolving conflicts.
4. The right to read and study without undue interference in one's room. Unreasonable noise and other distractions inhibit the exercise of this right.
5. The right to sleep without undue disturbance from noise, suitemate's guests, etc.
6. The right to free access to one's room and facilities without pressure from a suitemate.
7. The right to personal privacy.
8. The right to be free from fear or intimidation and physical or emotional harm.

9. The right to have guests adhering the visitation policy with the expectation that guests are to respect the rights of the host's/hostess's suitemate(s) and other Residents.
10. The right to expect reasonable cooperation in the use of the cable television services.
11. The right to a smoke-free environment.

1.1 Abandoned Property

If, after termination of occupancy for any reason, the Resident leaves personal property in College premises, including her or his residence hall room, the property shall be inventoried and stored for a period up to ninety (90) days. Residents will be billed a \$150 storage fee that may be prorated when the property is recovered. The Office of Residence Life and Housing will dispose of the property if not removed by the Resident after 90 days. Notification of this process will be sent to the Resident's mailing address of record. Any charges incurred to remove, store, or dispose of the property will be assessed to the Resident.

1.2 Alcohol

The alcohol policy prohibits the following regardless of age:

1. promotions and/or public displays referring to or promoting the use of alcoholic beverages;
2. public intoxication;
3. binge drinking and/or otherwise encouraging, supporting, or permitting the rapid or excessive consumption of alcohol;
4. the organization of, and/or attendance at social events or parties in the residence hall where alcoholic beverages are served or consumed;
5. coercing or encouraging another to consume alcoholic beverages against their will;
6. the organization of, and/or participation in, drinking games involving consumption of alcohol;
7. transporting, in vehicles or otherwise, alcoholic beverages;
8. possessing and/or using devices or engaging in activities designed for group and/or excessive consumption of alcoholic beverages including, but not limited to: bars, punch bowls, beer pong, funnels, and/or ice blocks; and,
9. the presence of containers of alcoholic beverages, empty or otherwise, in the residence halls.

STOP Alcohol Poisoning

Call 911 or Campus Police at 912-258-3133 if someone has any of the following symptoms:

- Unconscious or semiconscious
- Presents shallow or irregular breathing
- Cold, clammy, pale or bluish skin
- Cannot be awakened by shouting or prodding
- Vomiting

1.3 Appliances/Electrical Devices

1. All electrical equipment and cords used by the students in the residence hall must conform to all safety regulations, be maintained in safe operating condition, and meet Underwriter's Limited

(UL) Standards.

2. The only permitted cooking appliances in Lakeside Village are mini-refrigerators, blenders, microwaves, electric popcorn poppers, coffee makers, and water warmers. These items are to be used only for their intended purposes. One mini-refrigerator and microwave is permitted in each designated plug in the common area in the suite configuration. One mini-refrigerator and microwave is permitted in each designated plug each student room in the semi-suite configuration.
3. Abuse of allowed appliances with respect to sanitation, odor, or safety, may result in loss of the privilege.
4. The use of other types of cooking appliances (electric woks, George Forman-like grills, hot plates, slow cookers, fry pans, broilers, waffle irons, toasters, toaster ovens, appliances with an open heating element, etc.) are not permitted in the suites.
5. Washers, dryers, dishwashers, or other major appliances are not permitted in any suite, unless appliances are provided by the College.
6. Halogen lamps are not permitted in the residence hall.
7. The following regulations pertain to the overloading of power strip cords:
 - a. Power strips with a built in surge protector are allowed. Extension cords, multi-outlet strips without surge protectors and string lights are not allowed.
 - b. Refrigerators, microwaves, televisions, or any other appliance rated 300 or more watts shall be directly plugged into the wall receptacle or into a power strip with a built in surge protector.
 - c. No more than two power strips are to be connected to any dual (two-socket) receptacle.
 - d. Power strip cords placed under or supported by heavy objects or wrapped around nails or attached with tacks are prohibited. Power strip cords are not to be placed under carpets.
8. Damaging or tampering with any vending machine, washer and dryer, or other College- provided appliances is prohibited.

1.4 Damages

1. The Resident is responsible for any damage or loss caused to her or his 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 the Residence Hall 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 suite/wing/hall.
2. Residents may incur the cost of repair or replacement of any College property in common areas of the residence hall, 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.

Residents will also be responsible for any damages caused by their guests.

1.5 Decorations/Modifications

1. Residents are financially responsible for all damages or loss in designated suites, rooms, wing, and hall. Residents may decorate their residence hall rooms with posters and other similar decorations as long as they do not cause damage to the room (nails, hooks, screws, poster tape, sticky putty etc. are not permitted). The Office of Residence Life and Housing office recommends hooks that can be cleanly removed or clean release painters blue tape.
2. Contact paper is not permitted.
3. Suite door decorations must not cover the peep hole or room identification signs. All door decorations must be flush against the door.
4. No decorations may be affixed, in any way, to the ceiling.
5. Curtains may be hung with tension rods.
6. Residents may not paint their room or suite.
7. Live trees are not permitted in the residence hall.

1.6 Defenestration

1. Dropping, throwing, or in any manner permitting objects, either liquid or solid, to be ejected onto or off of stairwells, balconies, etc. is prohibited.

1.7 Drugs and Tobacco

The College of Coastal Georgia's Drug-Free Policy can be accessed at:

<http://www2.coga.edu/Faculty/HumanResources/DrugFreeWorkplace.asp>. Please also reference the Tobacco-Free Campus Policy at

<http://www.coga.edu/uploaded/Policy/files/TobaccoFreeCampusPolicy.pdf?version=1>

1. Unauthorized manufacture, distribution, or possession for purposes of distribution of any controlled substance or illegal drug on College premises or at College-sponsored activities is prohibited. Use or possession of any illegal drug or controlled substance (without valid prescription) on College premises or at College-sponsored activities is prohibited. Conviction for a felony offense includes forfeiture of academic credit and may result in permanent suspension.
2. The misuse of controlled substances by Residents is prohibited. Controlled substances must be issued in the name of the Resident and stored in Resident's assigned room.
3. The residence hall and the campus are tobacco free. The use of all tobacco products, including chewing tobacco, cigarettes, e-cigarettes, vape pens, hookah and paraphernalia, is prohibited.

1.8 Fire Alarms, Drills, and Emergency Equipment

In the event of fire, call 911, contact the Residence Life and Housing staff, or Campus Police.

Please also reference the Fire Drills policy located at

<http://www.coga.edu/uploaded/PublicSafety/files/FireDrillPolicy.pdf>

1. A Resident may not set off a fire alarm or use any fire-safety equipment, except with reasonable

belief of the need for such alarm or equipment.

2. A Resident may not tamper with, disable, or obstruct any fire-safety equipment, including (but not limited to), smoke detectors, fire extinguishers and cases, fire sprinklers and associated plumbing, or fire hose connections.
3. Intentional misuse of any College fire alarm or fire fighting or safety equipment is prohibited. Persons who knowingly sound false alarms are subject to severe disciplinary action potentially resulting in separation from the institution. Criminal action may also be sought.
4. Intentionally delaying, obstructing, or resisting any College officer, including residence hall staff or fire person in the performance or attempted performance of their duty is prohibited. Criminal action may also be sought for such actions.
5. A Resident must promptly vacate the residence hall when a fire alarm is sounded. Criminal action may also be sought for failure to vacate.
6. Purposely setting fire to College or private property is prohibited. Persons who commit arson are subject to severe disciplinary and criminal action.
7. Candles (with or without wicks), kerosene lamps, incense, (with or without the intent to be used in the residence hall) or other similar items are not allowed in the residence hall. No flammable liquids of Class I or II and no combustible liquids of Class III will be stored or kept in the residence hall. These classifications of liquids include ether, alcohol, gasoline, kerosene and most cleaning solvents containing petroleum distillates. These limitations are not intended to preclude the possession of hair spray, rubbing alcohol, cosmetics and medicines when they are maintained in original containers. Nevertheless, caution must be exercised in the use of any flammable vapors or liquids, especially those contained in aerosol or pressurized cans.
8. Door windows and windows in common areas may not be completely covered at anytime.

1.9 Firearms and Weapons

1. Students and visitors are prohibited from carrying any weapon into any building on campus. Therefore, it is impermissible to carry any weapon, for any purpose or length of time, into the residence hall or any academic/administrative building. Please reference the Prohibition of Weapons on Campus Policy located at <http://www.ccgga.edu/uploaded/Policy/files/ProhibitionofWeaponsPolicy.pdf>

1.10 Furniture

1. Furniture may not be transferred from one room to another or exchanged between rooms. Room and suite furniture may not be removed or stored elsewhere in the building or off campus.
2. Furniture placed in public or semi-public areas of the residence hall is for the comfort and use of all Residents. Such furniture must remain in the area designated for it and must not be moved into Residents' rooms. Discovery of such furniture in Residents' rooms can be considered theft and will result in a recovery fee, and may result in disciplinary action.
3. Residents may arrange furniture that is not permanently affixed, in any reasonable manner, as long as damage does not occur. For safety and damage reasons, all supporting members of the bed-frame must remain in direct contact with the floor. Bed risers and items specifically designed to be used as bed lifts are permitted.

4. Lofts of any kind, unless provided by the College, are prohibited within the residence hall.
5. All doorways must be unobstructed and all doors must be able to open a minimum of 90 degrees.

1.11 Gambling

1. The playing of cards or any other game of skill or chance for money or other items of value is prohibited.

1.12 Guest Policy

1. For the purposes of this policy, the term “guest” refers to any non-resident. Guests are also any person, including students and Residents, who are not currently assigned to the room/suite in which they are present. The College reserves the right to request guests to leave at any time or deny access to any guest.
2. The host or hostess is responsible for seeing that his or her guest(s) follow all College and residence hall regulations and procedures. Each Resident is personally responsible for the conduct of their guest while in the residence hall. It is the responsibility of the Resident to make known all rules and regulations to his/her guest(s).
3. All guests must sign in and sign out at the Information Desk. Guests must provide a government-issued photo ID, e.g. driver’s license or military ID. The Desk Assistant will record the necessary information and provide a guest pass for the allotted visitation period. During the times that the Information Desk is closed, the Resident and guest must fill out the information in the sign in/sign out binder at the Information Desk. The Resident and the guest must return to the Information Desk to formally sign in when the front desk is open, if the guest has not yet signed out.
4. All guests, at any time, are permitted only with the consent of all suitemates. No Resident may have a guest(s) (student or non-student) in their residence hall room or suite over the objection of his/her suitemate(s).
5. Overnight guests are permitted in the Residence Hall for a maximum stay of three nights in a seven-day period.
 - a. Cohabitation is prohibited. Cohabitation exists when a person who is not assigned to a particular residence hall suite uses that suite as if he or she were living there. Examples of this may include, but are not limited to, accessing the room/suite while the assigned occupants are not present, utilizing a key to enter a suite to which one is not assigned, keeping clothing and other personal belongings in the suite, sleeping overnight in the suite on a regular basis, and using the bathroom and shower facilities as if he or she lived in that suite. When a guest's continual presence hinders a suitemate's ability to study, sleep, and/or occupy his or her room, this will be considered a violation of this policy as well.
 - b. The invitation of overnight guests should conform to expectations outlined in the Suitemate Agreement currently in place.
6. Lending of the MAC card or room key to guests is prohibited. Misuse or loss of the MAC card or room key by guests is the responsibility of the host or hostess and could result in disciplinary

action.

7. All guests are required to possess photo ID and present such ID upon requests of residence hall staff or other appropriate College officials acting in performance of their duties.
8. Residents are required to escort their guests at all times during their visits. Guests may not stay in the Residence Hall without their Resident host.
9. Guest registration may be required at the residence hall Information Desk.
10. Hall staff reserves the right to restrict guest policy during special events. Residents will receive at least 48 hours' notice of the temporary change in guest policy privileges.
11. Failure to abide by the Guest Policy can result in loss of guest privileges and/or other judicial action.

1.13 Hall Meetings

1. At the beginning of each semester, there will be a mandatory meeting of residence hall students where residence hall and College policies will be explained. A mandatory educational meeting will be held at the beginning of the fall semester. At the end of each semester, there will be a mandatory meeting of residence hall students where check-out procedures will be outlined. Attendance is required and roll will be taken. Absence from each meeting may result in disciplinary action. Advertising will be posted in the residence hall with the specific location and time of each meeting. Additional mandatory meetings may be scheduled at the discretion of the Office of Residence Life and Housing. Students who do not attend mandatory meetings may be charge up to a \$50 fine.

1.14 Hall Sports

1. Bicycles, motorcycles, scooters, Segways, skates, skateboards, hover boards and other similar items are not to be ridden or used in the residence hall. Bicycles are to be secured to racks outside the facility and may be confiscated if found secured to any other objects. Running, participating in any form of roughhousing or sports in hallways or public areas is prohibited. Objects such as Frisbees, balls, water, etc., must not be thrown in the hallway, in individual Resident rooms, suites or in common areas within the building.

1.15 MAC Card and Room Key

1. Lending, selling, or otherwise transferring identification of a MAC card or room key is prohibited. The use of a MAC card or key by anyone other than its original holder is prohibited. Students must present and/or surrender a student identification card or key when requested to by college officials, including Campus Police acting in the performance of their duties.
2. It is a violation of the University System of Georgia regulations to duplicate, or cause to be duplicated, a key or access card to any door in a residence hall.
3. Residents are responsible for all assigned keys and access cards, and are responsible for any charges necessary to replace lost or damaged keys or cards. Residents can be charged a lockout fee and/or face conduct action for repeated lockouts requiring staff assistance.
 - a. During business hours, 8:00 am-5:00 pm during the week, the student will be able to check out their spare key.
 1. The student must return their spare key before 5pm same day of key checkout or they will be charged \$10 per day it is not returned by 5pm.

2. If a student has not returned their spare key within 10 calendar days, a lock change will be completed and the student will be charged the \$250 lock change fee.
 - b. Outside normal operating hours a student will be charged a \$30 lockout fee.
4. Keys or access cards that are not working properly must be reported to the Residence Hall Director, Resident Assistant, or through the online Maintenance Reporting system.
5. The original room key and mailbox key must be returned upon vacating the premises, including temporary move-outs, if applicable.
6. For keys that are damaged and need to be replaced, there is a charge of \$50.00
7. For keys that are lost that need to be replaced with a lock change, there is a \$250.00 charge.

1.16 Locks

1. Locks may not be changed or installed by Residents.

1.17 Occupancy

1. Residents may not prevent an assignment to their suite, either because their belongings are consuming the common space or because they discourage or turn away a possible suitemate. Residents are permitted to occupy only one assignable space and share the common space within their living area unless they have been authorized to occupy additional space. Violation of this policy may result in fees and/or disciplinary action.
2. Room changes may only be made with the approval of the Residence Hall Director and they are conditional upon space availability, the timing of the request, and the grounds for the transfer. Room changes may take place as space is available and after occupancy has stabilized, which is usually two weeks after the start of the semester. You are encouraged to discuss room changes with your suitemate. Do not move until you are notified that the change is approved. If you move without prior approval from your Residence Hall Director, you may be assessed a fee, required to return to your original location, and/or face disciplinary action. The first room change is free. Additional room changes will each be assessed a \$50 fee. Room changes must be completed within 48 hours or additional charges may be applied.
3. Consolidation exists to bring equity. Residents in an under assigned 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 under assigned room(s). The determination as to whether to approve such a buyout request is within the sole and exclusive discretion of the College.
4. We are committed to making the on-campus housing experience available to as many students as possible. This commitment may require us to utilize expanded occupancy. Expanded occupancy includes the use of extra spaces to accommodate additional residents. Assignments are based on when the Resident completes her/his housing application.

1.18 Outdoor Activities

1. Swimming pools, Slip n' Slides, and horseshoe pits are prohibited inside and outside the residence hall. Other activities that pose a risk to a Resident's wellbeing or cause damage to the landscape are also prohibited.

1.19 Pets

1. Pets are not permitted in the residence hall, either on a temporary or permanent basis. An exception can be made for non-carnivorous fish in reasonable numbers kept in a 10 gallon maximum aquarium. Animals being utilized for academic research are not allowed in the residence hall. In accordance with Federal law, service animals assisting students with disabilities are permitted in all facilities of the College. Any questions about service animals on campus can be addressed with the CCGA Office of Disability Services.

1.20 Quiet Hours and 24 Hour Courtesy Hours

1. Excessive noise or behavior that disturbs others or endangers the personal safety of others within the jurisdiction of the residence hall is not permitted. Using, playing, or operating any sound-amplifying equipment that violates a standard of quiet conducive to study or sleep may constitute adequate reason for requiring removal of such instruments or other disciplinary action. At a minimum, noise during quiet hours should be at a level that cannot be heard one door down from the Resident's suite when standing in the hallway. Noise should not be heard through walls. Minimum residence hall "quiet hours" are observed for the following times:

Sunday 10:00 p.m. to 8:00 a.m.

Monday 10:00 p.m. to 8:00 a.m.

Tuesday 10:00 p.m. to 8:00 a.m.

Wednesday 10:00 p.m. to 8:00 a.m.

Thursday 10:00 p.m. to 8:00 a.m.

Friday 12:00 a.m. (midnight) to 10:00 a.m. Saturday

Saturday 12:00 a.m. (midnight) to 10:00 a.m. Sunday

2. The hall community may vote to increase the number of quiet hours.
3. All other hours are designated as "courtesy hours" and Residents are expected to demonstrate consideration for their neighbors at all times. Quiet hours will be modified to support College activities and are extended to 24-hours a day during finals week.

1.21 Restricted Areas

1. Certain restricted areas exist within the residence hall. Residents are not allowed in such areas, which include, but are not limited to, any place that is officially closed, restricted only to designated people, or any place where the safety and welfare of the Resident is endangered, including the roof of the building.

1.22 Signs, Pictures, and Posters

1. Georgia law prohibits the removal of traffic and/or street signs. Therefore, traffic or street signs, regardless of how it has been obtained, are not permitted in the residence hall.

2. Placing signs in windows and on the exterior of room doors in the residence hall is considered a Resident's privilege. As with any privilege, certain responsibilities are inherent. Consequently, each Resident who chooses to express their creativity, via their window or door assumes the responsibility for balancing their personal tastes with the image of the total community. Controversial or antagonistic materials may draw personal confrontations from others within the community who may be offended by the content.
3. Public displays referring to or promoting the use of alcoholic beverages is prohibited.
4. The following recommendation is offered to Residents who choose to place signs or decorations on their windows/doors. Signs, posters and/or decorations should be appropriate for public viewing and in keeping with good taste.

1.23 Suitemate/Roommate Agreement

1. Suitemates/Roommates will agree on a Suitemate/Roommate Agreement at the beginning of each semester, which includes the visitation rules for that suite. This Suitemate/Roommate Agreement will be kept on file with the Residence Hall Director. Visitation will not be permitted until a signed Suitemate/Roommate Agreement is on file with the Residence Hall Director. Any violations of the Suitemate/Roommate Agreement may result in disciplinary action. It is the responsibility of the Residents to report any infractions of their Suitemate/Roommate Agreement.

1.24 Trash and Recycling

1. All trash and debris must be placed inside the College dumpsters adjacent to the residence halls. Recycling is strongly encouraged and recycling bins are located next to the dumpsters. Bags of trash or large trash items must be taken to the dumpster; they should not be placed in the small trash cans found throughout the residence hall.

1.25 Video Surveillance

1. The College of Coastal Georgia uses camera and video surveillance in the public areas of the residence hall. These devices must not be tampered with or destroyed.

1.26 Waterbeds

1. Waterbeds and other water furnishings are prohibited in the residence hall for maintenance and housekeeping reasons. Excessive weight and potential water damage may cause harm to the structure of the building.

1.27 Windows

1. Windows are to remain permanently closed and may not be pried open.

D. STANDARDS OF BEHAVIOR

1. In addition to the regulations in the residence hall handbook, all students are held accountable to the Code of Conduct. For a complete copy of these regulations, please see the Office of Student Affairs website: <http://www.ccg.edu/StudentConduct>

E. PERSONAL SAFETY

3.1 Any action taken by Residents that has the potential to cause harm, injury or damage to another Resident, their room, their suite or their possessions may be subject to disciplinary action. This includes acts perceived as “pranks” against members of the residence hall community.

3.2 Actual, or implied intent-to-commit, harm-to-self, through any medium, is not permitted.

In addition to the regulations in the residence hall handbook, all students are held accountable to the Code of Conduct. For a complete copy of these regulations, please see the Office of Student Life website: <http://www.ccg.edu/StudenConduct>

F. BUILDING SECURITY AND ACCESS

4.1 The placement of any object in, near or around the exterior door of a building in an effort to prevent the door from closing, or being able to close or lock the door upon closing, is prohibited.

4.2 Tampering with, disabling, obstructing, vandalizing, or interfering with the normal functioning of any portion of a security monitoring system or monitored door, including, but not limited to, door alarms, cameras, or card readers, is prohibited.

4.3 Tailgating to gain entry to the residence hall is prohibited. The term “tailgating” is used to describe the situation where one or more people follow an authorized person through an access-controlled door when the authorized person opens the door legitimately. This can be done either with or without the authorized person’s knowledge and/or consent. Tailgating is prohibited for a normally-authorized person who has forgotten or lost their MAC card.

4.4 Residents who provide an unauthorized individual or group access to the residence hall are responsible for the actions of those individuals and can be held responsible for damages and conduct violations attributed to the unauthorized individuals. This includes unauthorized individuals who gain access as a result of tailgating or the use of a propped or compromised door attributed to the authorized Resident.

4.5 Individuals authorized to enter the residence hall are limited to currently contracted Residents assigned to rooms or suites within that facility, authorized faculty or staff acting within the scope of their role and the immediate performance of their duties, and the escorted guests of authorized Residents. Non-contracted students may be granted permission to access residence hall for a specific purpose, but this permission may be revoked at any time by the Office of Residence Life and Housing.

G. POSTING POLICY

5.1 Organizations and/or students that wish to post fliers in the residence hall must have their materials approved prior to posting. Approvals will be done by the Residence Hall Director or designee.

5.2 Refer to the Posting Policy in the Student Handbook. The following guidelines are in addition to the campus policy:

1. Do not post on any hallway or common area walls in the residence hall.
2. Use only clean release painters tape to hang flyers and posters on interior doors.
3. Do not block the windows in the doors.
4. Use only bulletin boards spaces designated for campus notices.
5. Individuals may not go door-to-door advertising and they may not slide any information under suite or room doors.

5.3 Students, student groups, or departments wishing to chalk on campus must follow the established College guidelines regarding publicity located at <http://www.coga.edu/uploaded/Policy/files/PostingOfMaterialsPolicy.pdf>

H. SOLICITATION

1. The Residence Hall Handbook follows the campus-wide solicitation policy. It can be referenced at the Office of Student Life website.

I. CONDUCT PROCEDURES

1. Please refer to the Student Code of Conduct for conduct procedures.

J. APPEALS

1. Please refer to the Student Code of Conduct for appeal procedures.

K. DESCRIPTION OF SANCTIONS

Please refer to the Student Code of Conduct for the description of sanctions. The below sanctions are in additional to the Student Code of Conduct sanctions for Residents:

1. **Reassignment within the Residence Hall:** A Resident may be reassigned within the residence hall if it is determined that his/her conduct is in violation of rules and regulations and such a measure would be productive for both the individual and others in the residence hall community. The Resident is to receive written notification of the sanction and is required to move within a prescribed period of time, as defined by the Residence Hall Director or a designee who imposes this sanction.
2. **Housing Contract Probation:** Housing contract probation is a written notice to the Resident that his/her conduct was found to be in violation of the published rules and regulations and that more serious disciplinary action may result from further infractions. Housing contract probation is imposed for a specified length of time.
3. **Housing Contract Termination:** The Dean of Students may determine that a Resident's behavior warrants the termination of the residence hall contract. If such a sanction is imposed, the Resident must move out of the residence hall within the prescribed period of time.

4. **Refusal of Occupation of the Residence Hall:** After Contract Termination has been imposed, the Dean of Students may determine that an individual must not reenter the residence hall after his/her personal belongings have been removed.

Monetary Sanctions

Please refer to the Student Code of Conduct for Board of Regents approved monetary sanctions.

Below are additional Board of Regents approved monetary sanctions for Residents:

| Violation | Monetary Sanction |
|--|--------------------------|
| Fire safety | \$100.00 |
| Unauthorized entry – 1 st offense | \$50.00 |
| Unauthorized entry – 2 nd offense | \$100.00 |
| Failure to attend a mandatory residence hall meeting | \$50.00 |
| Pets – 1 st offense | \$25.00 |
| Pets – 2 nd offense | \$50.00 |
| Guest Policy – 2 nd offense | \$25.00 |

Appendix A – Contract Terms and Conditions

2020-2021 Academic Year College of Coastal Georgia Housing Agreement

This Housing Agreement (this “Agreement”) should be read carefully and signed by Resident (and the Parent or Legal Guardian as a guarantor of Resident’s obligations under this Agreement if Resident is under age 18).

The Board of Regents of the University System of Georgia by and on behalf of College of Coastal Georgia (“College”) is acting as the agent for Corvias Campus Living-USG, LLC (“Provider”) in administering this Agreement and the assignment of housing space to Resident. The residence halls operated by Provider are Lakeside Village and Mariner Village.

The residence hall to which the Resident is assigned is referred to in this Agreement as the “Residence Facility”.

This Agreement is administered by College’s Office of Residence Life (“College Housing”).

I. TERM OF AGREEMENT

This Agreement is binding when executed by Resident (*i.e.*, the date signed by Resident or submitted by Resident online). The Agreement obligates Resident for the entire academic year identified in the heading (consisting of the fall and spring semesters) or the portion of the academic year remaining after Resident moves into the Residence Facility (the “Term”).

College Housing will designate the date when a Resident may move into the Residence Facility and the date by which the Resident must move out of the Residence Facility. These dates will be published on the College Housing website (www.coga.edu/reslife). The Housing Facility may be closed during academic breaks. A calendar of official closings is published each year by College Housing and governs the times during which residency is available in the Residence Facility. All Residents must make alternative arrangements at their sole expense for housing during periods of closure of the Residence Facility. If Provider elects to allow Residents to remain in the Residence Facility during any academic break, Resident will be responsible for payment of all fees charged by Provider during that period.

II. HOUSING ASSIGNMENT AND GRANT OF LICENSE FOR USE OF SPACE

Provider agrees to furnish Resident with housing space in accordance with the terms of this Agreement. The parties to this Agreement do not intend that an estate, a tenancy, or any interest in the property should pass to Resident from Provider to Resident, nor is it intended that a usufruct be granted to Resident. Instead, it is the intention of the parties that the relationship between Provider and Resident is one of licensor and licensee and that the sole right of Resident to use his/her assigned room as a living unit is based upon the license granted to Resident in this Agreement.

- A. Right of Occupancy. Provider will provide Resident with a space in the Residence Facility for his/her occupancy as a residence. The right of occupancy does not include the right to a specific residence space, roommate, or type of accommodation by this Agreement. College will make housing assignments on behalf of Provider subject to availability of space and without regard to race, religion, color, age, disability, national origin, or sexual orientation. Final determinations on housing assignments are in the sole discretion of College acting on behalf of Provider. No guarantee of a specific unit space assignment is implied or made.
- B. Move-In. Move-in dates are published on the College Housing website (www.coga.edu/reslife). Resident must meet all residency requirements (as published on the College Housing website) before moving into Residence Facility. Resident must occupy the assigned space or deliver written notice of delayed arrival to the College Housing office no later than 9:00 a.m. on the first day of classes of the first academic term of residency. If Resident has not registered for courses and not occupied Resident’s assigned room by 9:00 a.m. on the first day of classes, the room assignment may, at the sole discretion of College on behalf of

Provider, be cancelled without notice to Resident, in which case Resident will be responsible for all fees described in the Cancellation Schedule B to this Agreement.

- C. Room Changes. No changes in room assignment will be based upon age, race, religion, national origin, disability, sexual orientation, and online profiles except as needed to provide a reasonable accommodation to residents with eligible disabilities registered with the College Office of Disability Services. Room change may only be made with the written approval of College Housing and is dependent upon space availability, timing of the request, and grounds for transfer. Residents who receive approval for a room change may be charged a room change fee as shown on the College Housing website, which will be posted to Resident's account. Room changes that are not authorized by College Housing will result in a fine as shown on the College Housing website, which will be posted to Resident's account.
- D. Personal Residence. Resident is to use and occupy the assigned space exclusively as a personal residence and for no other purpose except as may be permitted by College acting on behalf of Provider. Resident may not occupy or reside in any space other than the assigned room except for customary use of the common areas of the Residence Facility.
- E. Conduct.
 - a. *Living Standards/Code of Conduct*. The College Housing Community Living Guide ("the Guide") and Student Code of Conduct govern Resident's use of the assigned space and conduct in the Residence Facility and are incorporated into this Agreement and made a part of it. The Guide is available on the College Housing website (www.ccg.edu/reslife) and hard copies are available upon request from College Housing. College reserves the right to revise the Guide at any time and to make such other rules as deemed appropriate or necessary for the safety, care, and cleanliness of the Residence Facility and for securing the comfort and convenience of all occupants of the Residence Facility. Resident agrees to abide by all College policies, procedures, and applicable law.
 - b. *Visitors*. Resident will be responsible in all matters regarding this Agreement for the conduct of anyone Resident invites or permits to enter the Residence Facility or its grounds. Any violation of the provisions of this Agreement by such a person will be attributed to Resident and will be grounds for cancellation of this Agreement by College on behalf of Provider, as well as grounds for discipline of Resident by College through its disciplinary process.
- F. Keys. Resident is issued a key for Resident's assigned space. This key remains the property of Provider and may not be duplicated by Resident or loaned to any other person by Resident.
- G. Reassignment. College Housing reserves the right to change Resident's housing assignment for purposes such as consolidation, maximization of space and resource utilization, responding to enrollment fluctuations, physical facility problems, establishment of a special interest building, floor, unit, or section, disciplinary reasons, staff changes, emergency evacuation and shelter purposes, and other reasonable purposes determined by College. Reassignment may be to another building or unit operated by Provider or College.
- H. Entering Resident's Room. College and Provider reserve the right to enter Resident's room for purposes of verifying occupancy, housing and College policy enforcement, maintenance, improvements, inventory control, sanitation, pest control, safety, fire protection, evaluation of conditions potentially affecting the health or safety of occupants of Residence Facility, responding to epidemic or emergency conditions, to reclaim College property, and for any other purpose allowed by College policy. Resident is not required to be present at the time of maintenance, inspection, or other entries described in this Agreement. Furthermore, College and Provider reserve the right to provide law enforcement officers with access to Resident's room for purposes of conducting a valid search or serving an arrest warrant. Health, fire, and safety inspections will occur on a periodic basis.
- I. Cleanliness. Resident agrees to keep the room in a clean and sanitary condition during the entire term of occupancy and to return his/her room to Provider in the same condition, including general cleanliness, as it was at the beginning of the term of occupancy, normal wear and tear excepted as determined by College acting on behalf of Provider. When there is vacant space in a partially occupied multi-person room, the vacant space must be maintained by the occupant(s) in a manner that will allow a new Resident to move in immediately. Failure to do so will result in assessment of a cleaning charge to Resident's account.
- J. Damages. Resident shall pay Provider for loss of Provider property and the cost of repair for any breakage or damage to Resident's assigned room, its fixtures or any appliances and furniture, plus any damages

caused by Resident or guests of Resident to other parts of the Residence Facility, including but not limited to special cleaning necessitated by improper care of rooms, furnishings, or appliances.

- K. Alterations. No changes may be made by Resident to the Residence Facility or assigned space without the advance written permission of College Housing. Prohibited alterations include, but are not limited to, shelves, partitions, lofts, window coverings, wallpaper, painting, plumbing, heating, structural changes or alterations to furniture, or removal of Provider owned furniture and its replacement with items owned by Resident.
- L. Tobacco and Smoke-Free Campus. Residence Facility and the entire College campus is tobacco and smoke-free pursuant to BOR Policy 9.1.7. The use of all forms of tobacco products is expressly prohibited. Tobacco products is defined as cigarettes, cigars, pipes, all forms of smokeless tobacco, clove cigarettes, and any other smoking devices that use tobacco such as hookahs or simulate the use of tobacco such as electronic cigarettes.
- M. Sales and Solicitations. Sales and solicitations in any form within the Residence Facility are prohibited unless specifically authorized in writing by College's Director of Residence Life. Door to door solicitation, distribution, or advertising is expressly prohibited. Resident will not allow any person to conduct sales, demonstrations, or presentations of any product or service in Resident's assigned space or in the Residence Facility without the prior written permission of College's Director of Residence Life.

III. MEAL PLANS

Residents living in Residence Facility are required to purchase a College meal plan. Information regarding the meal plan options can be found at www.ccca.edudine.com.

IV. FEES AND PAYMENTS

- A. Housing Fee. Resident agrees to pay Provider a Housing Fee that is payable in two equal per-semester installments during the Term in accordance with the provisions of this Agreement. The Housing Fee is shown on Exhibit A to this Agreement. The Housing Fee is payable on a per-semester basis and must be received by College of behalf of Provider no later than 5:00 p.m. on the date for payment of Housing Fees for the semester as shown on the College Housing website (www.ccca.edu/reslife). Payment in full must be made for each semester regardless of Resident's move-in date.
- B. Other Fees. Resident agrees to pay those other fees shown on Exhibit A to this Agreement, which also shows the due date of such fees.
- C. Late Fee. Resident will be charged a late fee in the amount shown on Exhibit A to this Agreement for each semester that any part of the Housing Fee is not paid by the payment due date.
- D. Failure to Pay Housing Fee by Due Date. If Resident does not pay the Housing Fee by the later of (i) the date Resident signs this Agreement or (ii) the date for payment of Housing Fees for the semester (as set by college), Provider may cancel this Agreement, remove Resident from the Residence Facility, and avail itself of any other remedies available at law or equity.
- E. Guarantor. If Resident is under age 18, the undersigned parent, guardian, or other guarantor ("Guarantor") agrees to guarantee payment in full to Provider and/or college (as the case may be) the Housing Fee and all other charges attributable to Resident per the terms of this Agreement. Guarantor further agrees that if Resident for any reason fails to make such payments, Guarantor will be jointly and severally responsible for making all such payments. Provider and College will not enter into this Agreement or any other agreement with Resident unless Guarantor agrees to guarantee payment.
- F. Failure to Pay Sums Due. Resident understands and agrees that College may apply any sum that would otherwise be returned to Resident under this Agreement to any amounts past-due by Resident to Provider or College; provided, in the case of refunds governed by Title IV of the Higher Education Act of 1965 (as amended), the amount of the refund will not be applied to amounts otherwise owed to Provider or College. Past-due accounts may also be referred for collection. Resident agrees to reimburse Provider the fees of any collection agency, which may be based upon a percentage of the amount owed by Resident at a maximum of 33.3% of the amount owed and all costs and expenses of collection, including reasonable attorneys' fees Provider incurs in any collection efforts.
- G. Damage to Assigned Room. The condition of Resident's assigned room, including furnishings, will be inventoried prior to move-in. Resident will have 48 hours after move-in to inspect the room and furnishings.

Any defects or damage beyond normal wear and tear must be identified by Resident via College's electronic work order system within this 48-hour period to be considered for exclusion when assessing applicable damage fees upon move-out.

- H. Common Area Damages. Residents of a hall within the Residence Facility may also be required to share on a pro-rata basis the expense of cleaning, painting, repairing, or replacing damaged Residence Facility property in common areas which such damage is not due to normal wear and tear and the person causing the damage is unknown. The determination of the amount of such loss or damage, selection of repair or replacement method, and scheduling of the repair or replacement will be made by College in its sole discretion. Resident agrees to pay assessed common area charges upon demand.
- I. No-Reduction of Abatement. Temporary failure to provide electricity, hot or cold water, heat and/or air conditioning, phone service, cable television service, internet service, or any other service will not be a reason for reduction, abatement, or withholding of any portion of the Housing Fee or other payment due under this Agreement. No adjustment to the Housing Fee or other compensation may be claimed by Resident for inconvenience or discomfort from the making of repairs, improvements to facilities, or temporary service outage.

V. CANCELLATION BY STUDENT

- A. Full Cancellation. To cancel this Agreement, Resident must submit a completed Housing Cancellation Form available at the College Housing website (www.ccg.edu/reslife). Except as described in Subparagraph B below (No Cost Termination), a Resident's cancellation of this Housing Agreement will result in accruing certain cancellation charges as described in Schedule B of this Agreement.
- B. No Cost Termination. Resident may cancel his/her Housing Agreement without cancellation charges upon submission of supporting documentation evidencing one of the following occurrences during the Term:
 - a. Graduation;
 - b. Call to active military duty;
 - c. Marriage;
 - d. Birth of a Resident's child;
 - e. Enrollment in a College-sponsored study abroad program or affiliated academic internship;
 - f. Approved medical withdrawal for the College; or
 - g. Death of Resident

Any Resident cancelling for one of the reasons covered by this subparagraph will remain responsible for payment of the Housing Fee on a pro-rata basis through the date of cancellation.

VI. CANCELLATION BY PROVIDER

- A. For Cause. The occurrence of any of the following events by Resident will constitute a breach of this Agreement for which College on behalf of Provider may cancel this Agreement for cause and take immediate possession of the room upon written notice to Resident:
 - a. Violation of any term or provision of this Agreement, including but not limited to failure to pay all applicable fees when due;
 - b. Violation of Residence Facility policies and procedures as outlined in the Guide;
 - c. Violation of College's Student Code of Conduct;
 - d. Violation of any state, local, or College drug or alcohol policy;
 - e. Violation of any applicable law, rule, or regulation;
 - f. Endangerment of the health and safety of the residential community of the Residence Facility;
 - g. Academic deficiency;
 - h. Disciplinary suspension or dismissal by College;
 - i. Disruptive behavior;
 - j. Damage from fire or smoke, otherwise causing the assigned space to be uninhabitable;
 - k. Refusal to comply with the direction of College Housing or Provider staff acting in accordance with their respective scope of responsibility; or
 - l. Vandalizing any College or Provider owned or managed property.

Upon Resident's breach of this Agreement, College will deliver written notice of cancellation of this Agreement and give Resident a minimum of 12 hours and a maximum of 48 hours to complete the move-

out procedures and vacate the premises. Cancellation by College on behalf of Provider pursuant to this paragraph will not release Resident from the obligation to pay all fees under this Agreement for the entire Term and Resident will not receive a refund of any portion of the Housing Fees or other applicable fees as a result of this cancellation. Resident's obligation to pay all applicable fees due under this Agreement for the Term will survive termination of this Agreement for cause.

- B. Failure to Occupy. Resident must occupy the assigned space or deliver written notice of delayed arrival to College by 9:00 a.m. on the first day of classes of the first academic term of residency. College on behalf of Provider reserves the right to cancel this Agreement and/or reassign the assigned space to another person if Resident does not comply with this provision. Cancellation by College on behalf of Provider pursuant to this paragraph will not release Resident from the obligation to pay all fees under this Agreement for the entire Term.

VII. INDEMNIFICATION, ACKNOWLEDGEMENT, AND RELEASE

- A. Acknowledgement and Release. Resident acknowledges and agrees that neither Provider nor College promises, warrants, or guarantees the safety and security of Resident, Resident's guest, or Resident's personal property against the criminal actions of other residents or third parties. Resident acknowledges and agrees that neither Provider nor College will be liable for any damage or injury to Resident, Resident's guests, or Resident's personal property or to any person entering the room assigned to Resident or the Residence Facility, for injury to person or property arising from theft, vandalism, or casualty occurring in the room assigned to Resident or the Residence Facility.
- B. Indemnification and Release. Resident (and Guarantor, if Resident is under age 18) agrees to indemnify and hold harmless Provider, College, and their respective directors, board members, agents, and employees from and against all claims, actions, judgments, damages, liabilities, costs, demands, losses, and expenses (including, without limitation, reasonable attorneys' fees and disbursements) resulting from or arising out of injury to the person or property of Resident or Resident's guests while Resident resides in the Residence Facility, regardless of the cause (including, but not limited to, injury resulting from engagement, involvement, participation by Resident or any of Resident's guests in any event sponsored by College or Provider) unless such injury is caused by the negligence or intentional misconduct of Provider, College, or their respective agents. Resident (and Guarantor, if Resident is under age 18) hereby release and forever discharge harmless Provider, College, and their respective directors, board members, agents, and employees from any and all demands, causes of action and/or judgments of whatsoever nature or character, past or future, known or unknown, whether in contract or tort, whether for personal injuries, property damage, payments, fees, expenses, or any other monies due or to become due, or damages of any kind or nature, and whether arising from common law or statute, arising out of, in any way, this Agreement and the use of the Residence Facility.
- C. Insurance. Resident is strongly encouraged to purchase and maintain appropriate renters insurance as well as health and accident insurance and personal liability insurance. Resident acknowledges that neither Provider nor College carry any insurance on Resident's personal property and are not liable for lost, stolen, or damaged personal property kept within the Residence Facility or on College property.

VIII. MISCELLANEOUS

- A. Emergency Contact Information. Resident must complete and provide to College an emergency contact information form provided by College Housing before Resident will be allowed to move into the Residence Facility.
- B. Fire Safety. Resident will not tamper with fire alarms, smoke detectors, fire extinguishers, fire hoses, or exit signs. Resident will promptly evacuate Residence Facility upon the sounding of an alarm or as otherwise directed by College Housing staff. Resident will participate in any periodic fire drill and fire safety trainings conducted by College for the Residence Facility.
- C. Communication with Resident. Resident agrees that College and Provider may (but is not required to) communicate with Resident through Resident's official College email account for all aspects of this Agreement, including but not limited to notice of charges, refunds, and housing information notices.
- D. Non-Disclosure of Room and Phone Number. Except as otherwise required by applicable law, College Housing does not disclose room or telephone information except upon written request by Resident for the release of this information.
- E. Check-out Requirements. Resident must meet the following check-out requirements: (i) Resident has moved all personal property from the Residence Facility; (ii) Resident's assigned space has been cleaned by Resident; and (iii) the proper check-out records, keys, and access card(s) have been returned to authorized College Housing staff. In addition to any fees assessed for damages, lost key(s) or lost access card(s), failure to follow the check-out guidelines will result in Resident continuing to incur room charges and Resident will be assessed an improper check-out fine as outlined on Exhibit B to this Agreement.
- F. Transfer and Assignment. No transfer or assignment of this Agreement or the space assigned to Resident is permitted without the prior written consent of Provider and College. Provider is allowed to transfer or assign its interest in this Agreement at any time.
- G. Modification of this Agreement. Provider and College reserve the right to modify any provision of this Agreement upon notice to Resident that may become reasonably necessary to efficiently and effectively operate the Residence Facility.
- H. Governing Law. This Agreement will be governed by the laws of the State of Georgia and the rules and regulations of College.
- I. Severability. If any part of this Agreement is found to unenforceable, the remaining parts will continue in full force and effect.
- J. No Waiver. The failure of Provider or College to insist, in any one or more instances, upon strict compliance with any of the terms of this Agreement will not be considered as a waiver of such terms and the same will continue in full force and effect.
- K. Attorneys' Fee and Collection Costs. Resident agrees to reimburse Provider and/or College (as the case may be) the fees of any collection agency, which may be based upon a percentage of the amount owed by Resident to Provider and/or College (as the case may be) at a maximum of 33.3% of the amount owed and all costs and expenses, including reasonable attorneys' fees, Provider and/or College (as the case may be) incurs in such collection efforts.
- L. Assumption of Risk. There are risks associated with living in a higher education housing environment and with participating in College Housing. Resident acknowledges these risks and elects to reside and participate with full knowledge of the risks of injury, illness, or damage to property. Resident acknowledges and agrees that he/she is owed no extraordinary duty of care in connection with his/her residency in the Residence Facility or in connection with any College Housing programming.
- M. Personal Property. Neither Provider nor College is responsible for unclaimed personal property and items left in any part of the Residence Facility after check-out or termination of this Agreement will be deemed abandoned and discarded or donated to local charities.

- N. Criminal Background Checks. Provider and College reserve the right to conduct criminal background checks on Resident to determine Resident's suitability to live in Residence Facility, and Resident consents and agrees that Provider and College has permission to conduct criminal background checks on Resident.
- O. Personal Information. Resident acknowledges and agrees that University will, in certain cases, be acting as the agent for Provider in the collection of amounts due from Resident under this Agreement. Resident consents to University providing to Provider and its agents personal information about Resident including but not limited to name, address, telephone number, Social Security number, student identification number, date of birth and emergency contact information to enable Provider to collect any amount due from Resident under this Agreement.

Resident (and Guarantor, as applicable) accept and agree to the terms and conditions of this Agreement.

Print Name of Resident (as shown in College records)

Signature of Resident

Date

Resident's Email Address

Guarantor hereby agrees that he/she assumes all financial obligations of Resident

Print Name of Resident

Signature of Guarantor

Date

Guarantor's Mailing Address

Guarantor's Mailing Address (continued)

**EXHIBIT A
HOUSING AND OTHER FEES**

2020-2021 Student Housing Rates

| Lakeside Village | Fall 2020 Semester | Spring 2021 Semester | 2020-2021 Academic Year Total |
|--|---------------------------|-----------------------------|--------------------------------------|
| 2 bedroom / 1 bath private suite | \$3,363 | \$3,365 | \$6,726 |
| 2 bedroom / 1 bath private semi-suite | \$3,104 | \$3,104 | \$6,208 |
| 4 bedroom / 2 private bath suite | \$2,977 | \$2,977 | \$5,654 |
| | | | |
| Mariner Village | Fall 2020 Semester | Spring 2021 Semester | 2020-2021 Academic Year Total |
| 2 bedroom / 1 bath private bedroom suite | \$3,403 | \$3,403 | \$6,806 |
| 2 bedroom / 1 bath shared bedroom suite | \$2,784 | \$2,784 | \$5,568 |
| 4 bedroom / 2 bath private bedroom suite | \$3,003 | \$3,003 | \$6,006 |

| Other Fees | |
|--|-------|
| Non-Refundable Housing Application Fee | \$50 |
| Confirmation Prepayment | \$200 |

**EXHIBIT B
CANCELLATION SCHEDULE**

In order to avoid any rent charges or associated cancellation fees, cancellations must be made by the Resident prior to July 1, 2020 (Fall 2020 Semester) or December 1, 2020 (Spring 2021 Semester).

College of Coastal Georgia Residence Life and Housing

2020-2021 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 Associate 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 2020 Semester and the Spring 2021 Semester or the Spring 2021 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, 2020 for the 2020-2021 contract and November 1, 2020 for Spring 2021 only contract and subsequently cancels after May 1, 2020 for the 2020-2021 contract and November 1, 2020 for Spring 2021 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.ccgga.edu/reslife> For the Fall 2020 Semester, 50% of the rent payment is due by 5:00 p.m. on the College's published payment deadline. For the Spring 2021 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.ccgga.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.ccgga.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 agree 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, 2020 (Fall 2020 Semester) or December 1, 2020 (Spring 2021 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 person 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

