

**2021-2022 Academic Year
Clayton State University
Housing Contract**

This is a legal document with Clayton State University (“University”). When this Contract is executed, it becomes a binding agreement – a contract between the Student (and parent/ guardian/ guarantor if the student is under the age of 18) and the University. This means that signing this contract commits you to paying for a room in University Housing for the entire contract period, regardless of available financial aid or enrollment status. Cancellation of this contract will result in an applicable fee assessment, which will be billed in accordance with the Contract Cancellation Fee schedule.

This Housing Contract (“Contract”) should be read carefully and not accepted until the housing fee payment is made/paid. Once payment is secured, this contracted should be electronically signed by the Student (and the Parent or Legal Guardian as a guarantor of student’s obligations under this Contract if Student is under age 18).

Only students accepted to Clayton State University are eligible to live in University Housing, and students must be officially admitted to the University before completing the Housing application process. Acceptance of this Contract is not a commitment of admission to the University and any Housing assignment inadvertently made to one who has not been admitted to the University for the involved academic term shall be null and void. Residency in University Housing requires full-time student status at Clayton State as defined by the University’s Registrars Office. Residents with less than full time hours is acceptable only in the semester of graduation or with the prior written permission of University Housing. Students will not be permitted to maintain occupancy in University Housing during academic sessions when not registered for classes.

While every effort is made to ensure adequate maintenance and security, Clayton State University, its officers, employees and agents do not assume any legal obligation to pay for injury to persons (including death), or loss of or damage to items of personal property due to flood, fire, natural disaster, theft, or any other reason, which occurs in its buildings or on its grounds, prior to, during, or subsequent to the term of this Contract. The student and/or parents or guardians are strongly encouraged to carry appropriate insurance to cover such possible losses.

Upon e-signing this contract, Student understands, agrees and accepts that Clayton State University Housing strongly encourages the Student to have renter’s or homeowner’s coverage for personal property and damage liability, and that Clayton State University its officers, employees or agents do not assume any legal obligation for injury to persons, or loss of or damage to items of personal property and that Student is liable for any unintentional or deliberate damage caused to the housing facility or premises by themselves or their guests.

Schedule A: University Housing Fee Schedules

Nonrefundable Housing Application Fee Schedule		
Semester	Date to Submit Online Application:	Fee
Fall	By July 1	\$200
	After July 1	\$300
Spring	By December 1	\$200

	After December 1	\$300
Summer	By April 15	\$200
	After April 15	\$300

Nonrefundable Housing Cancellation Fee Schedule		
Semester	Submit Cancellation Form:	Fee
Fall	By July 1	\$250
	After July 1	\$500
	After First Day of Classes	\$750
Spring	By December 1	\$250
	After December 1	\$500
	After First Day of Classes	\$750
Summer	By May 1	\$150
	After May 1	\$250
	After First Day of Classes	\$350

Clayton State University is the operator of the residence hall or apartment (the "Residence Facility") to which Resident is assigned. Laker Hall and Laker Village are operated by the Board of Regents of the University System of Georgia by and on behalf of Clayton State University ("University"). This Contract is administered by the University's Department of Housing and Residence Life ("University Housing").

I. TERM OF CONTRACT

- A. This Contract is binding when executed by Resident (*i.e.*, the date signed by Resident or submitted by Resident online). The Contract obligates Resident for the entire academic year or term identified in the heading (Fall and Spring, Summer, Fall Only or Spring Only semesters) or the portion of the academic year remaining after Resident moves into the Residence Facility (the "Term").
- B. University 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 or twenty-four hours after the Resident's last final exam. These dates will be published on the University Housing website (<http://www.clayton.edu/housing/Move-In>).
- C. The Housing Facility may be closed during academic breaks. A calendar of official closings is published each year by University Housing and governs the times during which residency is available in the Residence Facility. All students must make alternative arrangements at their sole expense for housing during periods of closure of the Residence Facility. If Clayton State University elects to allow Residents to remain in the residence facility during academic breaks, Resident will be responsible for payment of Break Housing fees charged to student's account.

II. NOTIFICATION

- A. Clayton State University Housing and Residence Life will send notices/correspondence to the Clayton State University email account, provided to the Student as their official point of contact. The Student is responsible for checking and maintaining their email account.
- B. The residence hall/apartment schedule of rates, all University Housing policies and procedures, Clayton State University Student Conduct Code and housing's *Laker's Guide to Community Living* (herein referred to as "Guide") are incorporated by reference herein and become part of this Contract. Clayton State University reserves the right to make and enforce other rules and regulations as may be appropriate or necessary for the safety, care, educational environment, and cleanliness of the premises, and for securing the comfort and convenience of all Residents.
- C. Execution of this Contract does not guarantee that the Student will be assigned a space. A qualified Student for whom space is not available will be placed on a waiting list and notified of his/her status. This Contract is for the below named Student only. This contract is not transferable.

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

Clayton State University agrees to furnish Resident with housing space in accordance with the terms of this Contract. The parties to this Contract do not intend that an estate, a tenancy, or any interest in the property should pass to Resident from Clayton State University to Resident; it is intended that a usufruct be granted to Resident. Instead, it is the intention of the parties that the relationship between Clayton State University 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 Contract.

- A. Right of Occupancy. This Contract shall be governed by the laws of the United States and the State of Georgia, the rules and regulations of the Board of Regents of the University System of Georgia, and the rules and regulations of Clayton State University.
- B. In performance of this Contract, and consistent with the University's Non-Discrimination and Anti-Harassment Policy, the University shall not unlawfully discriminate on the basis of race, color, sex (including sexual harassment and pregnancy), sexual orientation, gender identity, ethnicity or national origin, religion, age, genetic information, disability or veteran status. Clayton State University 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 Contract. University will make housing assignments on behalf of Clayton State University subject to availability of space. Final determinations on housing assignments are in the sole discretion of University Housing acting on behalf of Clayton State University. No guarantee of a specific unit space assignment is implied or made.
- C. Failure to Occupy. Move-in dates are published on the University Housing website (<http://clayton.edu/housing/Move-In>). Resident must meet all residency requirements (as published on the University Housing website) before moving into Residence Facility. Resident must occupy the assigned space or deliver written notice of delayed arrival ("Late Arrival Notice") to the University 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/or 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 University on behalf of Clayton State University, be cancelled without notice to Resident, in which case Resident will be responsible for all fees described in Exhibit A in this Contract.
- D. Assignments. University Housing and Residence Life seeks to provide housing accommodations that are comfortable and offer a safe living experience to all the students including those students who prefer gender-neutral housing, or students who require accommodations that support transgender individuals.
 - a. Transgender individuals and students who prefer assignments without regard to the gender of their roommates are encouraged to meet with the Assistant Director of Housing and Residence Life to discuss their assignment requests.
 - b. Gender-Neutral assignments are made on a case-by case basis, Housing for gender-neutral and transgender students are offered based on: (1) availability and (2) the student's compliance with published procedures and timetables for applications and contract renewals.
- E. Room Changes. Open Room Change Day will occur in the first two week of each semester and the room change must be complete by the following Sunday. 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 University [Disability Resource Center -DRC]. A room change may occur at the discretion of the Director of Housing or designee and only after following the room change policy and is dependent upon space availability and timing of the request. Residents who receive approval for a room change will be charged an administrative fee as shown on the University Housing website, which will be posted to Resident's student account. Room changes that are not authorized by University Housing are a breach of this contract and will result in a fine as shown on the University Housing website and posted to Resident's student account. Room Change request at the end of Fall Semester, if approved, will require the resident to move out of their fall assignment and check-in during spring semester opening.
- F. 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 University acting on behalf of Clayton State University. 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.
 - i. Resident may not sub-lease assigned space, vacant suite or apartment rooms or common area spaces.
 - ii. Resident may not allow guest tenants to randomly or consecutively occupy any assigned or unassigned spaces.
- G. Break Housing. Laker Hall may close between fall and spring semesters. University Housing offers limited break housing. Residents requiring Break Housing must apply before December 1, at the University Housing Office.
 - i. Residents approved for Break Housing will be required to move to the temporary accommodations.

- ii. Laker Village will remain open during semester/holiday breaks including Thanksgiving, Christmas and Spring Break, however, the Resident may be required to indicate in advance if he/she will be staying in the facility during break periods.
 - iii. Most on-campus services (such as Dining Services, Health Services, etc.) and facilities are closed during holiday/semester breaks.
- H. Keys. Resident is issued a key for Resident's assigned space. This key remains the property of Clayton State University and may not be duplicated by Resident or loaned to any other person by Resident.
- I. Access Card. Resident's Laker ID serves as an access card to Laker Hall exterior doors and suites and Laker Village apartments. The access card remains the property of Clayton State University and may not be loaned to any other person.
- J. Reassignment. University 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 University. Reassignment may be to another building or unit operated by Clayton State University or University.
- K. Entering Resident's Room. The university reserves the right to enter Resident's room for purposes of verifying occupancy, housing and university 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 University property, and for any other purpose allowed by University policy. Resident is not required to be present at the time of maintenance, inspection, or other entries described in this Contract. Furthermore, Clayton State University 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.
- L. 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 and trash removed by Resident; and (iii) the proper check-out records, keys, and access card(s) have been returned to authorized University 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.
- M. Transfer and Assignment. No transfer or assignment of this Contract or the space assigned to Resident is permitted. Clayton State University is allowed to transfer or assign its interest in this Contract at any time.
- N. Modification of this Contract. Clayton State University and University reserve the right to modify any provision of this Contract upon notice to Resident that may become reasonably necessary to efficiently and effectively operate the Residence Facility.
- O. Governing Law. This Contract will be governed by the laws of the State of Georgia and the rules and regulations of University.
- P. Severability. If any part of this Contract is found to be unenforceable, the remaining parts will continue in full force and effect.
- Q. No Waiver. The failure of Clayton State University or University Housing to insist, in any one or more instances, upon strict compliance with any of the terms of this Contract will not be considered as a waiver of such terms and the same will continue in full force and effect.
- R. Attorneys' Fee and Collection Costs. Resident agrees to reimburse Clayton State University and/or University (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 Clayton State University and/or University (as the case may be) at a maximum of 33.3% of the amount owed and all costs and expenses, including reasonable attorneys' fees, Clayton State University and/or University (as the case may be) incurs in such collection efforts.
- S. Damages. Resident shall pay Clayton State University for loss of Clayton State University property and the cost of repair for intentional or unintentional 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.
- T. Damage Charges. Damage Fees are available on the University Housing website and supersedes Damage Fees in print format. Damage Fees, when applicable, will be posted to Resident's student account. The university reserves the right to add an administrative fee for processing.
- U. Alterations. No changes may be made by Resident to the Residence Facility or assigned space without the advance written permission of University Housing. Prohibited alterations include, but are not limited to, shelves, partitions, lofts, window coverings, wallpaper, painting, plumbing, heating, structural changes or alterations.

- V. Furniture. Removal of Clayton State University owned furniture and its replacement with items owned by Resident is prohibited. All furniture must remain in the Resident's assigned space.
- W. Tobacco and Smoke-Free Campus. Residence Facility and the entire University 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, vaping, clove cigarettes, and any other smoking devices that use tobacco such as hookahs or simulate the use of tobacco such as electronic cigarettes.
- X. Sales, Solicitations and Services. Sales, Solicitations and Services in any form within the Residence Facility are prohibited unless specifically authorized in writing by University's Director of Housing or his/her designee. 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 dispense any services in Resident's assigned space or in the Residence Facility without the prior written permission of University's Director of Housing or his/her designee.
- Y. Emotional Support Animals can play an important role in facilitating the independence of some individuals with certain types of disabilities. Therefore, per the Fair Housing Act, the university does provide reasonable and appropriate accommodations for a documented student with a disability for an emotional support animal. Specific requirements and guidelines concerning the appropriate use of and protocols associated with emotional support animals must be prearranged by contacting the Disability Resource Center and the Assistant Director for University Housing and Residence Life.

IV. MEAL PLANS

Meal plan options are made available in the University Housing Application for all Residents living in Laker Hall and Laker Village.

- A. Laker Hall Residents are **required** to purchase a semester meal plan (Blue or Blue Plus). Resident hereby acknowledges and agrees to purchase one of the semester meal plans during the term of this Contract. The Resident's student account will be billed the amount indicated on the University Housing website www.clayton.edu/housing/Meal-Plan.
 - i. Meal plan rates incorporated into this Contract are on a per-semester basis. Meal plan payment is due on the same schedule as that semester's Housing Fee payment. Unused meals from fall semester will be forfeited.
 - ii. Unused Dining Dollars from fall semester will be added to Student's spring semester Dining Dollar allotment. Unused meals and Dining Dollars at the end of spring semester will be refunded.
- B. If they choose, Laker Village Residents have the option of purchasing a semester or a block meal plan. Meal plan choices may be found at www.clayton.edu/housing/Meal-Plan. The Resident's student account will be billed for the cost of the meal plan selected.
 - i. Laker Village Residents will receive and be charged the same meal plan for spring semester. Meal plan payment is due on the same schedule as that semester's Housing Fee payment.
 - ii. **Semester plans:** Unused meals from fall semester will be forfeited. Unused Dining Dollars will be added to the Student's spring semester Dining Dollar allotment. Unused meals and Dining Dollars at the end of spring semester will be refunded.
 - iii. **Block plans:** Unused meals and Dining Dollars from fall semester will be added to the Student's spring semester allotment. Unused meals and Dining Dollars at the end of spring semester will be refunded.
- C. Students may change their meal plan by contacting University Housing during the application period up until the Friday before classes begin using an online form found the University Housing website.
- D. Students may make changes to their meal plans during the first two weeks of classes. First change is free; subsequent changes will be assessed a \$25 fee payable at the time of the request (not billable to the student account). No plan changes will be allowed after the third week of classes. Changes may be made by emailing LakerCard@clayton.edu or by visiting the Laker Card Center in person.
- E. Meal Plan Upon Transfer of Housing. Any Resident who transfers from a Residence Facility with a Housing meal plan requirement to a Residence Facility that does not have a Housing meal plan requirement must maintain their current meal plan choice for the duration of the semester.

V. FEES, PAYMENTS AND REFUNDS

- A. Application Fee. A **nonrefundable** Housing Application Fee must be submitted to complete this application and accepting the terms of this agreement to live on campus. The fee schedule can be viewed on the University Housing website (<http://www.clayton.edu/housing/form-policies-procedures>).
- B. Housing Fee Payment Deadline. Resident agrees to pay Clayton State University a Housing Fee in accordance with the provisions of this Contract. The Housing Fee is shown on Schedule B of this Contract and on the University Housing website at <http://www.clayton.edu/housing>. The Housing Fee is payable on a per-semester basis and the student's fee balance must :

- a. be paid in full by the University's **First Tuition and Fee Payment Deadline** each semester (<http://www.clayton.edu/calendar>), or
- b. covered by an approved University payment plan, such as NelNet.
- c. be secured 85% of the housing fee balance through Financial Aid grant / scholarship / Athletics or Veteran Affairs.

If neither of the three conditions is true, *you agree to forfeit your room assignment* and you understand that you will not be reassigned to your original assignment. In such a case, the status of your housing assignment will move to a Pending Assignment status until you pay 100% of the Housing Fee and by no later than the university's posted Final Fee Payment Deadline. Reassignments for students who subsequently pay 100% of their housing fees will occur until all housing vacancies are filled.

- C. **Failure to Pay Housing Fee by University's Fall and Summer Semester Final Fee Payment Deadline.** If Resident does not pay the Housing Fee by the University's **Final Fee Payment Deadline** (<http://www.clayton.edu/calendar>), Resident will be auto-cancelled and must reapply to live on campus for any subsequent semester. The contract cancellation fee will be applied to the student account.
- D. **Failure to Pay Housing Fee by University's Spring Semester Final Fee Payment Deadline.** If Resident does not pay the Housing Fee by the University's **Final Fee Payment Deadline** (<http://www.clayton.edu/calendar>), Resident will be required to move out from University Housing and must reapply to live on campus for any subsequent semester. A per night fee and a contract cancellation fee will be added to the student account. The per-night fee will begin on the date of fall semester closing though receipt of resident's keys.
- E. **Guarantor.** If Resident is under age 18, the undersigned parent, guardian, or other guarantor ("Guarantor") agrees to guarantee payment in full to Clayton State University and/or University (as the case may be) the Housing Fee and all other charges attributable to Resident per the terms of this Contract. 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. Clayton State University and University Housing will not enter into this Contract or any other Contract with Resident unless Guarantor agrees to guarantee payment.
- F. **Failure to Pay Fees.** The undersigned Student understands that failure to satisfy his/her financial obligations may result in penalties, including, but not limited to course schedule and housing contract cancellation, room forfeiture, eviction, the withholding of registration, late/cancellation fees, referral to collection agency, and/or the refusal to issue transcripts or diploma. The Student understands and agrees that he/she shall reimburse Clayton State University for all costs incurred by Clayton State University (or any entity acting on Clayton State University's behalf) in any action for collection of sums due hereunder, including, but not limited to, court costs, collection agency fees, attorney's fees, interest fees and any other related fees. Failure of Clayton State University to enforce or pursue any of its rights hereunder shall not act as a waiver of that right or any other right to later exercise any right or enforce any remedy which it may have at law and/or equity. Resident understands and agrees that University may apply any sum that would otherwise be returned to Resident under this Contract to any amounts past-due by Resident to Clayton State University; 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 Clayton State University or University. 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. **Room Condition Report (RCR).** 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 and submit the Room Condition Report to housing staff. Any defects or damage beyond normal wear and tear must be identified by Resident via the RCR and the University's electronic work order system within this 48-hour period to be considered for exclusion when assessing applicable damage fees upon move-out.
- H. The student will be responsible for any damages or missing items not reported on the room inventory upon checkout of the assigned space.
 - a. **Damage Appeals must be submitted in writing within 14 calendar days upon notification to the student's university email address.**
 - b. Students electing "Express Check-Out" opt out of appealing damages.
- I. **Common Area Damage Fees.** Residents of a hall within the Residence Facility, Laker Hall, or of an apartment building, Laker Village, 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 University in its sole discretion. Resident agrees to pay assessed common area charges upon demand.

- J. 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 Contract. 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.
- K. Refunds. A Student who officially requests cancellation of this contract may qualify for a partial refund of paid room fees based on the official checkout date in accordance with the cancellation provisions of this contract and Contract Cancellation Fee Schedule. A Student who vacates their assigned room during the semester without an official residency release (approved cancellation) and fails to officially check out of the room with the residence life staff will be assessed additional, associated fee penalties. No refunds will be issued for cancellations at and after semester mid-term.

VI. CONTRACT CANCELLATION BY STUDENT

To cancel this Contract, Resident must submit a completed Housing Cancellation Form available at the University Housing website (<http://www.clayton.edu/housing/Forms>). Except as described in Subparagraph A below (Cancellation), a Resident's cancellation of this Housing Contract will result in accruing cancellation charges as described in Schedule A of this Contract.

- A. Cancellation. Resident may cancel their Housing Contract without cancellation charges upon submission of supporting or sufficient documentation, as determined by the university, evidencing one of the following occurrences during the Term:
 - 1. Graduation;
 - 2. Call to active military duty;
 - 3. Marriage;
 - 4. Birth of a Resident's child;
 - 5. Pregnancy;
 - 6. Enrollment in a University-sponsored study abroad program or affiliated academic internship;
 - 7. Approved medical withdrawal from the University; or
 - 8. Death of Resident.
- B. 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 and/or move out.

VII. CONTRACT CANCELLATION BY CLAYTON STATE UNIVERSITY

- A. For Cause. The occurrence of any of the following events by Resident will constitute a breach of this Contract for which University on behalf of Clayton State University may cancel this Contract for cause and take immediate possession of the room upon written notice to Resident:
 - i. Violation of any term or provision of this Contract, including but not limited to failure to pay all applicable fees when due; this may result in a "Hold" being placed on the Student's official transcript and will prevent subsequent registration at Clayton State University.
 - ii. Failure to enroll for 12 credit hours unless:
 - a. Resident is in the last semester and will graduate at the end of the term of this contract;
 - b. Permission by Director of University of Housing (or designee) is granted;
 - c. Academic credit hour restriction.
 - iii. Violation of Residence Facility policies and procedures as outlined in the Guide;
 - iv. Failure to respect the rights of others through the creation of loud noise, obnoxious odor or other sensory disturbance that interferes with the quiet and peaceful enjoyment of the residential facility/apartment environment. Loud noise will include, but not be limited to, excessive volume of radio, musical instruments, televisions, stereos, other amplified sound equipment, voices, etc.
 - v. Behavior that has a negative impact on the living and learning environment of the residential facility/apartments.
 - vi. Destruction of the residential facility/apartment suite furnishings and/or Clayton State University property.
 - a. Refusal to comply with the direction of Clayton State University Housing Office staff or their appointed agents, including Residence Life staff who are acting in accordance with their duties and responsibilities.
 - b. False statements or misrepresentations made by the Student in connection with this Contract.
 - vii. Violation of University's Student Code of Conduct; or Georgia Board of Regents policies;
 - viii. Violation of any state, local, or University drug or alcohol policy;
 - ix. Violation of any applicable law, rule, or regulation;
 - x. Endangerment of the health and safety of the residential community of the Residence Facility;
 - a. Damage from fire, smoke, flood or other causes making the room or apartment uninhabitable or unsafe.

- xi. Academic suspension or dismissal by University;
- xii. Disciplinary suspension or dismissal by University;
- B. Upon Resident's breach of this Contract, University will deliver written notice of cancellation of this Contract 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 Clayton State University pursuant to this paragraph will not release Resident from the obligation to pay all fees under this Contract for the entire Term and Resident will not receive a refund of any portion of the Housing Fees or other applicable fees because of the cancellation. Resident's obligation to pay all applicable fees due under this Contract for the Term will survive cancellation of this Contract for cause.

VIII. INDEMNIFICATION, ACKNOWLEDGEMENT, AND RELEASE

- A. Acknowledgement and Release. Resident acknowledges and agrees that neither Clayton State University nor University Housing 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 Clayton State University will not 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. Clayton State University uses surveillance cameras throughout the University Housing public areas. In accordance with Georgia Code O.C.G.A. § 16-11-62. The purpose of the surveillance is to promote safety and security by deterring crime. The cameras do not record sound and comply with the code.
- C. Indemnification and Release. Resident (and Guarantor, if Resident is under age 18) agrees to indemnify and hold harmless Clayton State University, University, 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 University or Clayton State University) unless such injury is caused by the negligence or intentional misconduct of Clayton State University, University, or their respective agents. Resident (and Guarantor, if Resident is under age 18) hereby release and forever discharge harmless Clayton State University, University, 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 Contract and the use of the Residence Facility.
- D. Insurance. Resident is strongly encouraged to purchase and maintain appropriate renter's insurance, as well as health, accident and personal liability insurance.

VIX. MISCELLANEOUS

- A. Laker's Guide to Community Living/Code of Conduct. "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 Contract and made a part of it.
- B. Visitors. Resident will be responsible in all matters regarding this Contract for the conduct of anyone Resident invites or permits to enter the Residence Facility or its grounds. Any violation of the provisions of this Contract by such a person will be attributed to the Resident and will be grounds for cancellation of this Contract by University on behalf of Clayton State University, as well as grounds for discipline of Resident by University through its disciplinary process.
- C. Emergency Contact Information. Resident must complete and provide to University an emergency contact information form provided by University Housing before Resident will be allowed to move into the Residence Facility.
- D. Meningococcal Disease. Pursuant to legislation enacted in 2003, by statute, O.C.G.A 31 - 12 - 3.2 requires that all students living in campus housing to be informed of the risks and issues regarding meningococcal disease. Meningitis is an infection of the fluid of a person's spinal cord and brain. The two major types are viral and bacterial. Meningococcal disease is a contagious, but largely preventable infection of the spinal cord fluid and the fluid that surrounds the brain. Meningococcal disease is a serious condition 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 severe disabilities, such as the loss of a limb, mental retardation, paralysis, deafness or seizures. Scientific evidence suggests that college students living in dormitory facilities are at a moderately increased risk of contracting meningococcal disease and

immunization against meningococcal disease will decrease the risk of the disease. Therefore, by electronic signature of this contract, *the Student acknowledges receipt of the information about meningococcal disease.*

- E. Residence Life Programs Assumption of Risk. Programs, activities and workshops may involve risks of injury, property damage and other dangers associated with participation in such activities. Dangers peculiar to such activities include, but are not limited to: Hypothermia, broken bones, strains, sprains, bruises, drowning, concussion, heart attack and heat exhaustion. If the Student chooses to participate in any Residence Life Program, he/she understands and realizes that there are inherent risks, hazards and dangers involved including the training, preparation for, and travel to and from such activities. It is the responsibility of each participant to engage only in those activities and programs for which he/she has the prerequisite skills, qualifications, preparation and training. Clayton State University does not warrant or guarantee in any respect the competency or mental or physical condition of any trip leader, vehicle driver, instructor, or individual participant in any athletic, recreational, adventure program or workshop. By choosing to participate in programs and activities sponsored by Clayton State University Housing and Residence Life, the Resident understands and accept the risks and damages associated with said participation. 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 University Housing programming.
- F. 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 Clayton State University 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 University Housing official acting on behalf of Clayton State University. When there is vacancy in a partially occupied suite/apartment, the common areas 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.
- G. 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 University Housing staff. Resident will participate in any periodic fire drill and fire safety trainings conducted by University for the Residence Facility.
- H. Non-Disclosure of Room and Phone Number. Except as otherwise required by applicable law, University Housing does not disclose room or telephone information except upon written request by Resident for the release of this information.
- I. Personal Property. Neither Clayton State University nor University is responsible for unclaimed personal property and items left in any part of the Residence Facility 3 (three) business days after checkout or cancellation of this Contract. Items left are deemed abandoned and will be discarded or donated to local charities.
- J. Criminal Background Checks. Clayton State University and University 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 Clayton State University and University has permission to conduct criminal background checks on Resident.
- K. Service and Emotional Support Animals (ESAs). Residents must follow the University Service and Emotional Support Animal (ESA) approval procedures and register their Service or ESA at the University Housing Office before bringing the animal to campus. University Housing will not share Service or Emotional Support Animal information with residents assigned to the suite/apartment. Announcement of the Service/ESA is left to the discretion of the resident introducing the animal to the living environment.
- L. Balcony Use. The University limits the number of people on a balcony to a maximum of four persons. Grilling on a balcony is prohibited by law. Grilling areas around the housing grounds are open for grilling.
- M. Disposal of Grease. Cooking grease is forbidden to be poured down sinks, toilets or thrown outside on the grounds and must be properly disposed following instructions in the Guide.

2021-2022 Academic Year
Clayton State University
Housing Contract

Applicants under the age of 18 must submit a signed Contract as follows:

By mail: Clayton State University Housing, Administrative Office, 2000 Clayton State Boulevard, Morrow, GA 30260

In person: Clayton State University Housing, 5809 North Lake Drive, Morrow, GA 30260

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

Print Name of Resident (as shown in University records)

Signature of Resident

Date

Resident's CSU Email Address

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

Print Name of Guarantor

Signature of Guarantor

Date

Guarantor's Mailing Address

Guarantor's Mailing Address

Please answer the following:

1. Laker ID # : _____
2. Birthdate: _____
3. Gender: Male Female
4. Preferred Contact Number (student mobile #) _____
5. Secondary Contact Number (parent/guardian mobile #) _____

Schedule B: HOUSING FEES (subject to change at any time. Check www.clayton.edu/housing for current rates)

Housing and Residential Meal Plan Proposed Rates 2021-2022

Residential Meal Plan		Proposed Rates		
Blue - 14 meal swipes per week (no Dining Dollars)		\$1,994		
Blue Plus - 14 meal swipes per week, plus \$50 Dining Dollars		\$1,994		
25 Plus Block		\$248.50		
50 Plus Block		\$428.00		
75 Plus Block		\$583.00		
The rates listed below are projections for the Fall 2021/Spring 2022 academic terms. These rates are subject to changes. Applicants submitting a contract are completing a contract for Fall 2021 and Spring 2022 semesters. Room rates are billed by the semester. Designated freshman housing will be reserved at Laker Hall.				
Room Type	Location	Room Rate Per Semester	Meal Plan Per Semester	Total Cost Per Semester
4 Bed/2 Bath Suite	Laker Hall	\$3,362	\$1,994	\$5,356
4 Bed, 2 Bath Suite <i>Super Suite</i>	Laker Hall	\$4,134	\$1,994	\$6,128
4 Bed/4 Bath Apartment - <i>Single Bed</i>	Laker Village	\$3,452	CHOICE	
4 Bed/4 Bath Apartment - <i>Full Bed</i>	Laker Village	\$3,577	CHOICE	
2 Bed/2 Bath	Laker Village	\$3,921	CHOICE	