

This Residential Housing Agreement is a legally binding contract between the individual student (“you” or “resident”), or their parent/guardian, if the student is a minor, and Emory University (“University”). This agreement governs your use of assigned university housing for the entire academic year (fall, winter, and spring breaks) or the remainder of the academic year thereof. Summer sessions are not included.

This Agreement grants a temporary, revocable license for the use of assigned housing; it does not create a lease, tenancy, or property of interest.

**By signing this Agreement, the student (and their parent/guardian, if applicable):**

- **Accepts all Terms and Conditions stated herein,**
  - **Commits to financial obligations for the duration of the academic year, and**
  - **Acknowledges that this Agreement does not constitute admission to or continuation at the University.**
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## **TERMS AND CONDITIONS**

### **1. ELIGIBILITY**

Emory University has a two-year residency requirement. All first-year and second-year students, and those with fewer than four earned academic semesters (fall/spring semesters only), prior to the start of the semester in which they enroll must reside in university-owned or leased housing, unless granted an exemption.

### **2. MINOR CONSENT**

Students under the age of 18 at the time of signing must have their parent or legal guardian sign this Agreement as co-signer.

- Both the student and the parent/guardian accept responsibility for all terms and conditions.
- The student agrees to abide by all residential and University policies and regulations.

### **3. APPLICATION AND RENEWAL OF HOUSING AGREEMENT**

- Students must submit an application with a signed online housing agreement to request university housing.
- Returning residents must submit an application with a signed online housing agreement each academic year to receive a housing assignment.
- All residents in on-campus housing are required to participate in a campus dining plan or an approved fraternity meal plan.
- If a student ceases enrollment at the University, this Agreement will be terminated according to the applicable terms herein.

### **4. PAYMENT OF FEES**

The student (and parent/guardian if the student is a minor) agrees to pay the University all fees and charges including housing, dining, tuition, and other associated fees, when due and payable as required by the University.

Housing fees and related charges (lockout, lock change, damage fees, or other housing-specific charges) are billed per student, per semester, through the student’s University account. Failure to pay these charges when due may result in administrative holds, denial of housing access, or other actions consistent with University policy.

## 5. OCCUPANCY PERIOD

Students may occupy their assigned housing beginning on the date and time designated by the University. A student is considered to be in occupancy once they have received their room key from University staff. Students who fail to occupy their assigned space by 9:00 a.m. on the first day of classes each semester will:

- Remain bound by the terms of this Agreement,
- Risk losing their current room assignment, and
- Be subject to reassignment to another space,

unless a delayed arrival has been approved by the Senior Director of Housing Operations or their designee.

The student may continue to occupy the assigned space until the earlier of:

- 24 hours after completion of their last scheduled exam, or
- 12:00 p.m. on the designated Move-out Day

A student is considered to have moved out and ceased occupancy when they have:

- Removed all personal belongings from the assigned space,
- Returned the space to its original move-in condition, and
- Returned the issued room key(s) to University staff.

## 6. USE OF RESIDENTIAL BUILDINGS

The use of university residential buildings is limited to students who are officially contracted and assigned to university housing. Students may not sublet, loan, rent, assign, or transfer this Agreement to another person. This includes posting rooms or apartments for rent in print or online.

Only assigned occupants or those permitted under University policy may reside in University housing. Students are not permitted to use vacant bedrooms, shared spaces, or a bedroom with vacant space as personal living space without prior authorization from the Housing Operations office.

Residential facilities and grounds may not be used to conduct or support personal business activities that require a business license, health license, or other formal authorization.

## 7. ASSIGNMENT OF SPACE

### 7.1 Assignment Process

Housing assignment information is available to students via their *MyHousing* web portal located at: <http://myhousing.emory.edu>, which serves as the primary source of housing related information.

The housing application and Agreement provide for a room assignment determined by the University and not for a specific room, suite, lodge, house, apartment, or facility.

### 7.2 Housing Guarantee and Roommate Requests

Housing is guaranteed for first-year and second-year students.

Mutual roommate requests will be honored, when possible, but are not guaranteed.

Gender inclusive housing is offered and assigned based on space availability.

Room and roommate assignments are made without regard to race, color, gender, age, disability, religion, ethnic or national origin, sexual orientation, gender identity, gender expression, or veteran status.

### 7.3 Room Changes and Vacancies

Students may submit an online request for a room change during the designated period through their *MyHousing* web portal.

All room changes must receive prior authorization from the Housing Operations office or the building supervisor before any move occurs.

If a vacancy occurs in a room, the remaining occupant(s) must:

- accept a newly assigned roommate, or
- buy out the vacant space if offered and available. or
- move to another room, as directed by the University.

Students must keep vacant and shared spaces clean and ready for occupancy, ensuring another student can move in immediately if assigned.

#### **7.4 University Right to Reassign or Consolidate**

The University reserves the right to reassign students or consolidate housing assignment at its sole discretion including, but not limited to:

- Contract violations,
- Administrative or programming needs,
- Unresolvable roommate or community conflicts,
- Facility maintenance, renovation, or building closure,
- Failure to remain a student in good standing with the University, or
- The need to make efficient use of available housing capacity.

The University may assign temporary housing if regular rooms are unavailable. Students accepting temporary assignments do so with the understanding that they may be required to relocate to a permanent space with short notice.

#### **7.5 Room Configurations and Furniture**

Room type configurations (e.g., single, double, and triple) are determined in advance and may not be altered without authorization from the Housing Operations office.

All furniture provided by the University must remain in the assigned room throughout the academic year and be present at move-out. University staff will not remove or store furniture upon student request.

### **8. MEDICAL ACCOMMODATION**

Students who require specific housing accommodations due to a documented medical or health condition must register with the Department of Accessibility Services (DAS).

Reasonable housing accommodation will be provided based on recommendations from DAS and availability of space. As appropriate, consultation may occur with Emory Student Health Services and/or Emory Counseling and Psychological Services (CAPS).

Recommended Deadlines to Submit Requests to DAS:

#### **Fall semester:**

- Rising Juniors and Seniors: February 1
- Rising Sophomores: March 15
- First-year Students: June 1

#### **Spring semester:**

- All students: December 1

## 9. ROOM ENTRY

The University reserves the right to enter a resident's room at any time for reasons including, but not limited to:

- Verifying occupancy,
- Assessing and repairing the facilities,
- Conducting health and safety inspections,
- Addressing indications of imminent danger to life, health, or property, and/or
- Investigating reasonable cause to believe a violation of University policy or law has occurred.

Whenever possible, advance notice will be provided; however, notice is not required when immediate entry is warranted.

## 10. RESPONSIBILITY FOR PERSONAL PROPERTY

Students and/or their parents/guardians are **strongly encouraged** to obtain renters' insurance or other financial protection to cover personal property losses resulting from theft, fire, water damage or other causes.

Emory University does not assume responsibility for loss of or damage to personal property, regardless of cause.

To assist students in securing coverage, Housing Operations has partnered with [GradGuard Renters Insurance](#) to help protect personal belongings while living on campus. Obtaining renters insurance through GradGuard or another provider of your choice is highly recommended.

## 11. RESPONSIBILITY FOR ASSIGNED SPACE

Each resident is responsible for the condition of their assigned room or apartment and must reimburse the University for any damage beyond normal wear and tear.

University-provided furniture must remain in the assigned space, and no alterations or modifications to fixtures or furnishings are permitted.

Additional personal furniture must be freestanding and must not obstruct or interfere with existing furniture, fixtures, or airflow.

### **Environmental Conditions**

Emory housing facilities are located in a climate where natural conditions such as temperature and humidity, can contribute to the growth of mold and mildew if moisture is present. Residents are expected to maintain interior conditions that help prevent such growth and to practice good housekeeping habits.

To maintain a safe and healthy living environment, residents agree to:

- Set thermostats to maintain proper climate control (approximately 72° on Auto Cool)
- Ensure all air vents remain unobstructed to allow adequate airflow.
- Keep the space clean and dry, including regular mopping, vacuuming, and wiping of surfaces.
- Promptly remove visible moisture or condensation from windows, walls, ceilings, and other surfaces.
- Avoid storing items directly against walls; maintain air circulation around stored belongings.
- Take necessary measures to prevent the accumulation of mold or mildew.
- Immediately report any evidence of water leaks, mold, or mildew via the Emory Campus Services Swoop Work Order system or other designated University staff.

### **Furniture, Fixtures, and Alterations**

- Removal of University furniture from assigned space is prohibited.
- No alterations, construction, or modification of furniture or structure (including lofts) is permitted.
- Additional furnishings brought into the space must be freestanding and clear of fixtures, furniture, or walls.
- Rooms designated as super-singles (double room used as a single room) may have two sets of furniture, which must remain in the room.
- Items left in student rooms after checkout will be considered abandoned and will be disposed of by the University.

### **Room Condition Report (RCR)**

- Upon check-in, each resident must review their online Room Condition Report (RCR) within five business days and note any discrepancies or pre-existing conditions.
- Residents who fail to complete or update their RCR accept responsibility for the entire condition of the assigned space, and furnishings provided beyond normal wear and tear.

### **Checkout Procedures**

At the end of occupancy, residents may:

- Schedule a room inspection with University staff, or
- Utilize the Express Checkout option.

After residents vacate, University staff will inspect the space to assess damage and cleaning needs.

Residents are responsible for charges associated with damage or cleaning as determined by the University.

Residents who fail to vacate by the established move-out time may be assessed a late checkout fee of \$50 per hour.

## **12. RESPONSIBILITY FOR SHARED AREAS**

Shared areas include but are not limited to hallways, bathrooms, stairwells, elevators, lounges, study rooms, utility and storage rooms, and the exterior grounds and building areas.

Personal items, including televisions, antennas, satellite dishes, or similar equipment may not be placed in or attached to any shared area.

Any individual who causes damage to a shared area or University property shall be financially responsible for the full cost of repairs, regardless of intent or cause.

If the responsible individual(s) cannot be identified after reasonable efforts, the cost of the damage may be assessed equally among all residents of the affected room, apartment, floor, or building.

For the purpose of community billing, shared area damage includes but is not limited to:

- Vandalism to University property,
- Excessive trash accumulation,
- Fire extinguisher discharge,
- Removal or presence of bodily fluids requiring professional cleaning, and/or
- Removal or damage of University furniture or equipment.

Shared-area furniture or equipment must remain in their designated locations. Items left or stored in shared areas will be considered abandoned and may be removed and disposed of by the University.

The University reserves the right to bill a student's account for costs associated with community damage, loss, repair, replacement, and/or cleaning resulting from such incidents.

### **13. CANCELLATION OF AGREEMENT**

Students who wish to cancel their Residential Housing Agreement must submit a Housing Cancellation Request through the **MyHousing** web portal after contacting the Housing Operations office via email at [housing@emory.edu](mailto:housing@emory.edu).

Before submitting a cancellation request, students should be aware of the financial implications associated with terminating their housing agreement.

#### **13.1 Review and Approval Process**

All requests to cancel the Residential Housing Agreement are subject to review and not automatically approved. If a request is approved, cancellation fees may apply depending on when the request was submitted.

Students will be notified of the cancellation decision via their official Emory email account.

#### **13.2 Waitlisted Students (Juniors and Seniors)**

Juniors and seniors who are on the housing wait list may withdraw their housing application without penalty by emailing [housing@emory.edu](mailto:housing@emory.edu), prior to being assigned housing.

Once a student has been assigned housing, they are bound by the terms of this Agreement.

#### **13.3 Exemptions from Cancellation fees.**

The following students are exempt from housing cancellation fees:

- Students who reside on campus during the fall semester and graduate mid-year (December).
- Students who are approved for a formal leave of absence from the University.
- Students for whom the University is unable to provide housing.
- Students who participate in an Emory University-approved study away or study abroad program. These students will be required to reapply for housing for future semesters.

#### **13.4 Important Notice**

Students are strongly advised not to finalize off-campus housing arrangements until they have received official written notification from the Housing Operations office of their cancellation decision.

If a cancellation request is approved, the Cancellation/Termination Fee Schedule below will apply.

### **14. EXEMPTION AND CANCELLATION POLICY**

#### **14.1 First- and Second-Year Students**

A student may request an exemption from the two-year residency requirement before signing the Agreement. Exemptions may be granted for one or more of the following reasons:

- The student's permanent residence is within a 30-mile radius of the Atlanta campus,
- A documented medical condition (through the Department of Accessibility Services) that cannot be reasonably accommodated in university housing,
- The student is married, or
- The student is required to live with a dependent.

If an exemption is approved after the student signed the Agreement **and** received a housing assignment, the student (and/or parent or guardian) remains responsible for applicable cancellation fees (Section 15) in effect at the time of the exemption request.

Once a student has received keys to their assigned space, the Housing Proration Schedule (Section 16) will apply.

#### **14.2 All Other Students**

For all other students, the Cancellation Fee Schedule (Section 15) applies to all housing cancellations prior to move-in.

Once a student has received keys to their assigned space, the Housing Proration Schedule (Section 16) will apply.

### **15. CANCELLATION FEE SCHEDULE**

#### **15.1 Cancellation of the Full Academic Year Agreement**

<b>DATE OF CANCELLATION REQUEST</b>	<b>CANCELLATION FEE</b>
On or before April 30	\$200
May 1 to May 31	\$400
June 1 to June 30	\$800
July 1 to July 31	\$1600
On or After August 1	\$3200

#### **15.2 Cancellation of the Academic Year Agreement for Spring Only**

<b>DATE OF CANCELLATION REQUEST</b>	<b>CANCELLATION FEE</b>
On or before November 30	\$400
December 1 to December 31	\$800
January 1 to first day of class	\$1600

#### **15.3 Cancellation of the Spring-Only Agreement**

<b>DATE OF CANCELLATION REQUEST</b>	<b>CANCELLATION FEE</b>
On or before December 31	\$200
After January 1	\$400

### **16. HOUSING PRORATION SCHEDULE**

Students who cancel their housing assignment and withdraw from the University during the first five weeks of the semester may be eligible for a housing refund, less an applicable cancellation fee, as outlined below.

The refund amount is based on the latest date of when the student:

- Removed all personal belongings from the assigned space,
- Returned the space to its original move-in condition, and
- Returned the issued room key(s) to University staff.

When officially withdrawing from the University, students may be eligible for a refund of housing payments depending on the date of withdrawal or move out, whichever is later.

<b>Time from Move-In</b>	<b>Housing Refund</b>	<b>Cancellation Fee</b>
Week 1	100% Refund	\$600
Week 2	80% Refund	\$500
Week 3	60% Refund	\$400
Week 4	40% Refund	\$300
Week 5	20% Refund	\$200
Week 6 and beyond	No refund	N/A

## **17. TERMINATION OF AGREEMENT**

The University may terminate this Housing Agreement for of the following reasons:

- Violation of the terms or conditions of this Agreement.
- Violation of University, Housing Operations, or Residence, Sorority and Fraternity Life policies and regulations.
- Violation of local, state, or federal laws.
- Behavior that significantly disrupts or poses danger to the health, safety, or welfare of the residents, the community, or property.
- Revocation of student status, and/or
- Nonpayment of housing or University-related fees.

Emory University may immediately revoke this agreement, remove the student and/or their property from University housing, refer the matter to the Office of Community Standards and Education, and/or take appropriate legal action.

A student whose Housing Agreement is terminated will be assessed the full housing and dining fees for the semester in which the termination occurs, less any unspent Dooley Dollars (dining).

Students who are no longer enrolled for classes during the term of this Agreement must vacate their assigned space within 48 hours of notification from the University.

## **18. HEALTH AND SAFETY**

Emory University cannot guarantee that residents will not be exposed to, or affected by, any illness, environmental hazard, or public health crisis while living in University housing, due in part to the dense population of residential communities.

Residents are required to comply with all Federal, State, and Local laws and orders, as well as the health and safety guidelines, requirements, and trainings adopted by Emory University in response to public health concerns.

Residents also agree to adhere to the recommendations and guidelines of healthcare and public health professionals to help minimize the potential spread of illness or disease within the residential community.

## **19. HOUSING POLICIES**

By entering into this Housing Agreement, students agree to abide by all Residence Life and Housing Policies, which are available at <https://housing.emory.edu>.

All policies are subject to amendment at any time at the discretion of the University. Students are responsible for remaining informed of all current housing policies, procedures, and updates.

## **20. FORCE MAJEURE**

If, at any time during the term of this Housing Agreement (the "Contract"), Emory University determines that closure of University housing ("Closure") is necessary or advisable due to an emergency, a governmental order or action, or a Force Majeure event ("Emergency Event"), Emory may terminate or suspend the Contract.

Suspension of the Contract does not extend the Contract Term. Once the Emergency Event has ceased, as determined by Emory, the Contract and all its terms and conditions shall resume in full force and effect.

### **Definition of Force Majeure:**

For purposes of this Agreement, "Force Majeure" includes, but is not limited to: 1) Acts of God; 2) War; 3) Acts of terrorism; 4) Fires or explosions; 5) Natural disasters, including hurricanes, floods, or tornadoes; 6) Failure or shortage of transportation; 7) Strike or labor disputes; 8) Lockouts, or commandeering of materials, products, plants, or facilities by government authority; 9) Interruptions by government or court orders (federal and state); 10) Orders of any regulatory body having proper jurisdiction; 11) Civil disturbances, including riots, rebellions, or insurrections; 12) Epidemics, pandemics, or other national, state, or regional emergencies; and 13) Any other cause not enumerated above, but beyond the reasonable control of Emory University, which, despite the exercise of due diligence, the University is unable to overcome.

### **Acknowledgment and Agreement**

I acknowledge that I have reviewed and understand the information as presented and I indicate my willingness to abide by the requirements, guidelines, and responsibilities as outlined in the Residential Housing Agreement and the Residence Life and Housing Policies.

**Electronic signature required.**

## **ADDENDUM TO THE HOUSING AGREEMENT FOR SORORITIES AND FRATERNITIES**

(This addendum applies only to chapter members residing in sorority or fraternity housing)

The *Housing Participation Agreement* is available for review **here**.

The student acknowledges that any other agreement(s) that the student may enter related to University housing and dining services (including, but not limited to, Sorority or Fraternity House Corporation Agreements) are unconditionally subordinate to this Residential Housing Agreement.

In the event of a direct conflict between the terms of this Residential Housing Agreement and the terms of any sorority or fraternity chapter or organization agreement, the terms of this Residential Agreement shall govern and control for all purposes.

The student further acknowledges that the Housing Participation Agreement has been made available for their review and understand that, under certain circumstances, as outlined in that Agreement may be terminated. In such an event, all of Emory University's responsibilities and liabilities under this Residential Housing Agreement may cease.

**Electronic signature required.**