

This Residential Housing Agreement (“Contract”) is a legally binding agreement between the individual student (“you” or “resident”), or their parent/guardian, if the student is a minor, and Emory University (“University”). The agreement is for the academic year, exclusive of any summer terms, and entitles the student to the use of assigned university housing, only in such manner as set forth herein, and in accordance with regulations of the University. It does not constitute a commitment of admission to or continuance at the University. This agreement does not constitute a lease and no estate, tenancy or any other interest in property is conveyed to the student hereby, nor is any usufruct granted to the student hereunder. It is the parties' intent that this agreement constitutes a temporary revocable license agreement between Emory University, as licensor, and student, as licensee.

By signing this agreement, the student (and their parent/guardian, if the student is a minor) is committed to the *Terms and Conditions* as stated for the duration of the academic year and assumes all financial obligations. Students and/or their parents/guardians should carefully read the *Terms and Conditions* of this agreement.

TERMS AND CONDITIONS

1. ELIGIBILITY

Emory University has a two-year residency requirement for all first-year and second-year students. All enrolled students with less than four academic semesters earned (fall/spring semesters only), prior to the start of the semester in which they enroll must reside in university-owned or leased housing, unless specifically exempted from the requirements by the Senior Director of Housing Operations or their designee. All residents in on-campus housing are required to participate in a campus dining plan or qualifying fraternity meal plan.

Any student who seeks to qualify for an exemption from university housing must do so before entering into a housing agreement. Exemptions may be granted if the student's permanent residence is within a 30-mile radius of the Atlanta campus, for a medical condition documented with the Department of Accessibility Services (DAS) and for which housing cannot be provided, or because the student is married or must live with a dependent. If a housing exemption is granted after the student has completed the housing agreement and been assigned a housing assignment, the student and/or parent or guardian will be responsible for any cancellation fees in place at the time of their exemption request.

2. MINOR CONSENT

Students who are under the age of 18, as of the signing of this housing agreement, are required to have their parent/guardian sign and accept responsibility for the terms and conditions of this agreement. The student agrees to abide by all residential and university policies and regulations.

3. HOUSING AGREEMENT

Students requesting university housing must submit a signed online housing agreement. Returning residents must renew their online housing agreement each academic year.

4. CONTRACT LENGTH

The housing agreement is binding for the entire academic year, or the remainder of the academic year thereof, and does not include any summer terms. If, at any time, the student ceases to be enrolled at the University, this agreement shall be terminated in accordance with the terms herein.

5. WINTER BREAK

University housing at the Atlanta campus is closed during the winter break, which is between fall and spring semesters. The residential facilities close at noon on the first day of the break period and reopen at 10:00 a.m. on the last day of break. Clairmont campus residential buildings remain open during the winter break.

6. PAYMENT OF FEES

The student (and parent/guardian if the student is a minor) agrees to pay the University all fees, including but not limited to 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, etc.) are billed per student, per semester, through the student's university account.

7. USE OF RESIDENTIAL BUILDINGS

The use of the residential buildings is limited to the student contracted with and assigned to university housing. Students may not sublet, loan, rent, assign, or transfer the agreement to another person. This includes, but is not limited to, posting a room/apartment for rent anywhere in print or electronically (i.e., Airbnb, Couchsurfing, or Craigslist etc.).

The student cannot use open spaces, or a bedroom with vacant space, as a single room unless authorized by the housing operations office. Additional occupants shall not reside within the residential building other than those assigned or permitted to by university policy. Students are required to occupy their rooms by 5:00 p.m. on their assigned check-in date. If the student fails to occupy their room by the designated day/time, they will continue to be bound by this agreement, may lose their current room assignment, and may be reassigned to another space unless prior notification of delayed arrival is granted by the housing operations office. Failure to occupy a room does not excuse a student from the terms of the housing agreement.

Students may not use residential buildings, grounds, or university resources to engage in business or commercial activities to sell merchandise, provide or distribute goods and services, or host business operators to support such activities.

8. ROOM ASSIGNMENTS AND CHANGES

- a. Housing assignment information is available to students via their **MyHousing** web portal located at: <http://myhousing.emory.edu>. Students should consider the housing portal to be their primary source of housing information.
- b. The housing agreement is for a room assignment determined by the University and is not for a specific room, suite, lodge, house, apartment, or residential facility.
- c. Housing is guaranteed for first-year and second-year students only. Mutual requests for an assignment with a specific roommate will be honored when possible; however, roommate requests are not guaranteed.
- d. 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's status.
- e. Gender inclusive housing is offered and assigned based on application materials and space availability.
- f. Students may submit an online request for a room change during the designated period through their **MyHousing** web portal. All room changes must have prior authorization from the building supervisor or the housing office before the change occurs.
- g. The design occupancy of a room is determined by the University and may change at any time. If a vacancy occurs in a room, the student(s) remaining in the room must accept an assigned roommate, may buy out the vacant space if available, or may move to another room by requesting such a move and receiving approval by the University. The occupant(s) must maintain the vacant space(s) in the room in a manner that will allow another student to move into the space immediately.
- h. The University reserves the right to reassign any student assigned to housing at its sole discretion including, but not limited to the following situations:
 - contract violations
 - administrative or programming needs
 - unresolvable conflicts or concerns within a community
 - facility maintenance, renovation, or closing of a building
 - failure to remain a student in good standing with the University
 - to make the most efficient use of available accommodation
- i. The University reserves the right to assign students temporary accommodation in the event regular rooms are not available. Students who accept a temporary assignment do so with the understanding that they may be given short notice to relocate to a permanent space.

- j. Room type configurations, e.g., single, double, and triple rooms, are set in advance and may not be changed without authorization from the housing operations office.
- k. All furniture present in an assigned room at the time of move-in must remain in the room at move-out. Staff will not remove furniture upon student request.

9. MEDICAL ACCOMMODATION

Students who need a specific type of living environment or accommodation due to a documented medical/health condition must register with the Department of Accessibility Services (DAS). Reasonable housing accommodations will be offered based on recommendation from DAS and space availability. Consultation may take place with Emory Student Health Services and/or Emory Counseling and Psychological Services (CAPS).

The recommended deadlines to submit a request to DAS:

Fall semester

- Rising juniors and seniors: Feb 1
- Rising sophomores: March 15
- First-year students: June 1

Spring semester

- All students: December 1

10. ROOM ENTRY

The University reserves the right to enter a resident's room at any time. Entry into a room will be to verify occupancy, assess and repair the facilities, complete health, and safety inspections, when there is an indication of imminent danger to life, health, or property, and/or reasonable cause to believe a violation of university policy or state or federal law has occurred.

11. RESPONSIBILITY FOR PERSONAL PROPERTY

The University does not assume responsibility for loss of or damage to a resident's personal property. Students are strongly encouraged to have renters' insurance or financial protection on their property to cover such losses.

12. RESPONSIBILITY FOR ASSIGNED SPACE

- a. Each resident is responsible for the condition of their assigned space and shall reimburse the University for damage to the space beyond normal wear and tear. The space includes, but is not limited to, connected spaces (bathroom, kitchen, living room, dining room, etc.), the interior and exterior of any door providing ingress or egress, as well as damage to or loss of fixtures, furnishings, or properties furnished under the agreement. The University shall have the right to bill a student's account for such damage, loss, or cleaning charges.
- b. The resident understands and acknowledges that (a) the assigned space is in a climate where temperature, humidity, and other naturally occurring conditions normally allow the growth of mold and mildew. This occurs in locations where dampness or moisture are present; and (b) upon moving into the assigned space, the resident will have knowledge about and control over addressing conditions in their assigned space.

Therefore, the resident agrees to:

- set thermostats to provide appropriate climate control
- ensure all air vents in the room are not blocked
- maintain the assigned space in a clean condition by mopping, vacuuming, and wiping down surfaces
- promptly remove visible moisture or condensation on floors, walls, windows, ceilings, and other surfaces
- take other measures as may be necessary to prevent mold or mildew from accumulating
- immediately report to the University any evidence of water leaks, mold, or mildew-like growth

- c. Removal of university furniture from assigned space is prohibited. No alterations are to be made to the furniture or fixtures provided by the University, and no construction or alteration of any type, including, but not limited to lofts, may take place within the assigned space. Additional furnishings brought into the space must be freestanding and clear of all existing 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 checking out will be considered abandoned and disposed of by the University.
- d. Each resident is expected to review their online Room Condition Report (RCR) within five business days after occupancy and submit any additional room condition details. Residents who do not complete and update their RCR assume responsibility for the condition of any property and/or damage in their assigned space.
- e. When occupancy ends, residents may elect to obtain a room inspection by a Residence Life/Sorority and Fraternity staff member or utilize the Express Checkout option. After students vacate the premises, a staff member will inspect the residence to make final damage and cleaning assessments. Students are responsible for charges associated with cleaning and damage that occurred during occupancy as determined by the University. The University reserves the right to withhold all records of students whose financial indebtedness to the University has not been satisfied. Residents who fail to check out by the established move-out time may be assessed a late-vacate fee of \$50/hour up to \$300 maximum.

13. RESPONSIBILITY FOR SHARED AREAS

Shared areas include, but are not limited to, hallways, bathrooms, stairwells, elevators, lounges, study rooms, utility and storage rooms, and grounds and building exteriors. Items, including but not limited to, TV, antenna, satellite dish, etc., are not to be placed in or attached to any shared area. Residents are expected to take every precaution to ensure that shared areas are not abused or damaged in any way. Any individual who causes damage to the shared area or university property shall be responsible for the payment of all costs required to repair such damage, no matter how such damage was caused. If the individual(s) responsible for the damage to shared areas cannot be identified using reasonable efforts, then all residents of the apartment/floor/building may be assessed equally for the damage. For community billing, shared-area damage is defined as, but not limited to vandalism to property, excessive trash, fire extinguisher discharge, removal of bodily fluids, and/or furniture removal.

Shared-area furniture or equipment should not be removed from their assigned location. Items left in shared areas will be considered abandoned and will be disposed of by the University. The University reserves the right to bill a student's account for community damage or loss, including repair, replacement, and/or cleaning resulting from such damage or loss.

14. CANCELLATION OF AGREEMENT

- a. Students who wish to cancel their housing agreement may make their request by emailing the Office of Housing Operations at housing@emory.edu. Housing Operations will provide the student with access to the Housing Cancellation Request form via their **MyHousing** web portal.
- b. Cancellation requests are reviewed by a committee and students will be notified of the decision via their Emory email address.
- c. Review the financial consequences of seeking to cancel your housing agreement **before** submitting your request. If your request is granted a cancellation fee may apply, depending on when your request to cancel your housing agreement was submitted and if you are enrolled at Emory University.
- d. Juniors and seniors who are on the wait list for housing may cancel their housing application without penalty **before** they are assigned housing. Once a student is assigned housing, they are bound by the terms of this agreement.
- e. The following students are exempt from the housing cancellation fee:
 - students who reside on campus for the fall semester and graduate mid-year (December)
 - students who the housing office cannot accommodate due to lack of available rooms
 - students approved for a leave of absence from the University
 - students who participate in an Emory University approved study away/abroad program. Students studying away/abroad will need to reapply for housing for future semesters.
- f. Do **NOT** finalize other housing plans until after you are notified of the decision of your request for cancellation. If your request is granted, the Cancellation/Termination Fee Schedule below will apply.

15. CANCELLATION FEE SCHEDULE

FIRST YEAR STUDENTS

The cancellation policy does not apply to first-year student housing assignments **prior** to the first day of classes because there is a first-year residency requirement. If a first-year student seeks exemption from living on campus, they must complete a Housing Exemption form. If the exemption is granted prior to the start of the semester, a cancellation penalty will not be assessed.

| ACADEMIC YEAR AGREEMENT | FEES |
|--------------------------------|-------------|
| On or before May 1 | \$200 |
| May 2 to June 1 | \$300 |
| June 2 to July 1 | \$400 |
| July 2 to August 1 | \$500 |
| August 2 to move-in day | \$600 |

| SPRING ONLY AGREEMENT | FEES |
|------------------------------|-------------|
| On or before November 30 | \$200 |
| December 1 to December 31 | \$300 |
| January 1 to move-in day | \$400 |

16. HOUSING REFUND SCHEDULE

| Time Starts with Move-In | Housing Refund | Cancellation Fee |
|-------------------------------------|---------------------------|-----------------------------|
| 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 |

Students who cancel their housing assignment or withdraw from the University during the first five weeks of the semester are eligible for a housing refund. The refund is issued based on the date the student officially checks out, returns their key(s), and removes all their belongings from the residential facility. Students who cancel or withdraw are subject to the cancellation fee schedule. When officially withdrawing, students may be eligible for a refund of payments depending upon the date of withdrawal.

17. TERMINATION OF AGREEMENT

The student's housing agreement may be terminated by the University for:

- violation of the terms or conditions of this agreement
- violation of local, state, or federal laws
- behavior that significantly disrupts or poses danger to the health, safety, or welfare of the residents, others, community, and/or property
- violation of residence life, housing, or university guidelines or policies.
- revocation of student status and/or nonpayment of housing or university fees.

Emory University may immediately revoke this agreement, remove the student and their property from university housing, make a referral to the Office of Student Conduct, and/or take appropriate legal action. The student whose housing agreement is terminated will be assessed the entire housing and dining fees, less unspent Dooley Dollars, for the semester in which the termination occurs. Students who are not enrolled for classes during the term of this agreement must vacate their rooms within 48 hours of notification from the University.

18. HOUSING POLICIES

Residents in Emory University housing agree to abide by the residence life and housing policies found on the Residence Life and Housing Operations website at <https://housing.emory.edu>. All policies may be amended

at any time at the discretion of the University, including but not limited to those on the Residence Life and Housing Operations website and the terms and conditions of this agreement.

19. HEALTH AND SAFETY

Emory University cannot guarantee that you will not become exposed to or affected by any illness or public health crisis while living in university housing, simply due in part to the dense populations in the residence halls.

Residents are required to comply with applicable Federal, State, and Local laws and orders, as well as the health and safety guidelines and requirements, including training, adopted by Emory University, as it relates to public health crises. Residents agree to adhere to the health and safety recommendations and guidelines of health care and public health professionals to minimize the potential spread of diseases within the residential community.

20. FORCE MAJEURE

If, at any time during the Term of the University Housing Agreement (the "Contract"), Emory determines that closure of Emory residence housing ("Closure") is necessary or advisable due to an emergency, because of any 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. Upon cessation of the Emergency Event, as determined by Emory, the Contract suspension will cease, and the Contract and all its terms and conditions continue in full force and effect. **Force Majeure:** Force Majeure is defined as: 1) acts of God; 2) war; 3) act(s) of terrorism; 4) fires; 5) explosions; 6) natural disasters, to include without limitation, hurricanes, floods, and tornadoes; 7) failure of transportation; 8) strike(s); 9) loss or shortage of transportation facilities; 10) lockout, or commandeering of materials, products, plants, or facilities by the government or other order (both federal and state); 11) interruptions by government or court orders (both federal and state); 12) present and future orders of any regulatory body having proper jurisdiction; 13) civil disturbances, to include without limitation, riots, rebellions, and insurrections; 14) epidemic(s), pandemic(s), or other national, state, or regional emergency(ies); and 15) any other cause not enumerated above, but which is beyond the reasonable control of Emory and which, by the exercise of all reasonable due diligence, the University is unable to overcome.

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. If you believe you cannot meet or comply with these requirements and responsibilities, do not sign this Agreement/Addendum.

I _____, agree to the terms and conditions of this agreement and addendum and assume all financial obligations.
(First Name Middle Initial Last Name)

Student Signature: _____ Student ID: _____ Date: _____

Parent/Guardian Signature (if student is a minor): _____ Date: _____

Parent/Guardian Name:

(Last Name, First Name, Middle Initial)