

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 is binding for the entire academic year, including fall, winter and spring breaks, or the remainder of the academic year thereof, and does not include summer terms, and permits 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. 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.

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 if 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 cancellation fees in place at the time of their exemption request.

### 2. MINOR CONSENT

Students under 18, as of signing this housing agreement, must 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 housing agreement each academic year. All residents in on-campus housing are required to participate in a campus dining plan or qualifying fraternity meal plan. If the student ceases to be enrolled at the University, this agreement shall be terminated in accordance with the terms herein.

### 4. OCCUPANCY PERIOD

The student is authorized to occupy their assigned space beginning on the date and time designated by the University. The student may continue to occupy the assigned space for up to 24 hours after completion of their last scheduled exam or until 12 p.m. on the Friday immediately following the last scheduled exam, whichever is earlier. Students who fail to occupy their assigned space in university housing each semester by 9 a.m. on the first day of classes will continue to be bound by this agreement, may lose their current room assignment, and may be reassigned to another space unless notification of delayed arrival is granted by the housing operations office.

## 5. PAYMENT OF FEES

The student (and parent/guardian if the student is a minor) agrees to pay the University all fees, 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, etc.) are billed per student, per semester, through the student's university account.

## 6. 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 posting a room/apartment for rent or use anywhere in print or electronically. Additional occupants shall not reside within the residential building other than those assigned or permitted to by university policy. The student should not use common spaces, vacant bedrooms in an apartment, or a bedroom with vacant space as their room, unless authorized by the housing operations office. Students may not use residential buildings, grounds, or university resources to engage in business activities that require a business license or county/state board of health license, or host business operators to support such activities.

## 7. ASSIGNMENT OF SPACE

- a. Housing assignment information is available to students via their **MyHousing** web portal located at: <http://myhousing.emory.edu>. This is their primary source of housing information.
- b. The housing application and 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. Mutual roommate requests will be honored, when possible, but is 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 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 operations office before the move occurs.
- g. The 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 offered and available, or may move to another room.
- h. The occupant(s) must maintain the vacant space(s) in their room and/or apartment, including common areas, in a manner that will allow another student to move into the space immediately.
- i. The University reserves the right to reassign a student or consolidate rooms to fill capacity at the 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,
- j. The University can assign students temporary accommodation if 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.
- k. 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.
- l. All furniture present in the assigned room must remain in the room at move-out. Staff will not remove furniture upon student request.

## 8. MEDICAL ACCOMMODATION

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

The recommended deadline 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

**9. 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.

**10. RESPONSIBILITY FOR PERSONAL PROPERTY**

Students and/or their parents/guardians are **strongly encouraged** to have renters' insurance or financial protection for their property to cover such losses as theft, fire, and /or water damage etc. The University does not assume responsibility for loss of or damage to a student's personal property.

**11. RESPONSIBILITY FOR ASSIGNED SPACE**

- a. Each resident is responsible for the condition of their assigned space and shall reimburse the University for damages to the space beyond normal wear and tear. The space includes but is not limited to connected spaces such as 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 reserves the right to bill a student's account for such damage, loss, or cleaning charges.
- b. The resident 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 control over and knowledge about addressing conditions in the interior of the 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 in the space.
  - 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 checking in and submit any additional room condition details. Residents who do not complete and update their RCR assume responsibility for the condition of all property within the assigned space and/or damage to their assigned space, beyond normal wear and tear.
  - e. When occupancy ends, residents may elect to obtain a room inspection by a university 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 damages 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.

## 12. RESPONSIBILITY FOR COMMON AREAS

Common 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 common area. Residents are expected to take every precaution to ensure that common areas are not abused or damaged in any way. Any individual who causes damage to the common 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 common areas cannot be identified using reasonable efforts, then all residents of the apartment/ floor/building may be assessed equally for the damages. For community billing, common-area damage is defined as vandalism to property, excessive trash, fire extinguisher discharge, removal of bodily fluids, and/or furniture removal.

Common-area furniture or equipment should not be removed from their assigned location. Items left in common 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.

### CANCELLATION OF AGREEMENT

- a. Students who wish to cancel their housing agreement may make their request by contacting the Housing Operations office via email at [housing@emory.edu](mailto:housing@emory.edu) or phone at 404.727.7631. The student will be given access to the Housing Cancellation Request form via their *MyHousing* web portal.
- b. Review the financial consequences of seeking to cancel your housing agreement **before** submitting your request. If your request is granted, cancellation fees may apply depending on when your request was submitted.
- c. Students will be notified of the cancellation decision via their Emory email address.
- 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 fees:
  - students who reside on campus for the fall semester and graduate mid-year (December).
  - students approved for a leave of absence from the University.
  - students who we cannot provide housing.
  - 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.

## 13. 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 an exemption from living on campus, they must complete a Housing Exemption form. If the exemption is granted before the start of the semester, a cancellation penalty will not be assessed.

### CANCELLATION FEE SCHEDULE

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
After August 2	\$600

<b>SPRING ONLY AGREEMENT</b>	<b>FEES</b>
On or before November 30	\$200
December 1 to December 31	\$300
After January 1	\$400

#### 14. HOUSING REFUND SCHEDULE

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, less a cancellation fee, based on the refund and cancellation fee schedule. The refund is based on the latest date the student officially checks out, returns their key(s), **and** removes all their belongings from the residential facility. When officially withdrawing, students may be eligible for a refund of payment depending on the date of withdrawal.

<b>Time Starts at 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 +	No refund	N/A

#### 15. TERMINATION OF AGREEMENT

The 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 operations, or university guidelines or policies, and/or revocation of student status and/or nonpayment of housing or university fees.

Emory University may immediately revoke this agreement, remove the student and/or 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 (dining), for the semester in which the termination occurs. Students not enrolled for classes during this agreement's term must leave their rooms within 48 hours of notification from the University.

#### 16. HOUSING POLICIES

As part of the housing agreement, students agree to live by the Residence Life and Housing Policies at <https://housing.emory.edu>. All policies may be amended at any time at the discretion of the University.

#### 17. HEALTH AND SAFETY

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

#### 18. 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 emergencies; 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.