

Student's Name (please print)

Student's ID Number

This is an Agreement between the individual student (and, if the student is a minor, his or her parent or guardian) and Emory University. It is for the regular academic year, exclusive of any summer term, 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. Rather it is the parties' intent that this Agreement constitutes a temporary revocable license agreement between Emory, as licensor, and Student, as licensee. In the event that Student violates any of the terms or conditions of this license, or of any applicable University rule, regulation or policy, or if the Student engages in conduct that Emory, in its sole discretion, determines is significantly disruptive or poses a threat to the health, safety or general well being of himself/herself or others and/or to property, then Emory may immediately cancel and revoke this license Agreement and remove the Student and his/her property from University housing, as well as make any other appropriate referrals for disciplinary action and/or take any other appropriate legal action. This Agreement can be terminated by students only under the conditions specified herein. Please note that under Term no. 3 below (Cancellation), there are no exceptions to the Cancellation policy for any other reasons, for example: financial aid need, desire to commute from home, medical reasons (excluding disabilities), uncertainty of housing assignment due to wait-list status, delay in receiving a housing assignment, transfer status, lack of understanding that the Agreement is "binding," changing circumstances or opinions about housing, or special hall or room-type request (e.g., single room), and so forth. If you sign this Agreement, you are committed to the Terms and Conditions as stated for the duration of the regular academic year. Students and their parents or guardians are urged to read carefully the Terms and Conditions of this Agreement.

TERMS AND CONDITIONS

1. AGREEMENT PERIOD & PAYMENT.

A. This Agreement, unless otherwise provided, shall be binding for the 2012-2013 academic year and does not include any summer term. If at any time the student ceases to be enrolled in the University, this Agreement shall automatically and immediately terminate. By execution of this Agreement, the student (and parent or guardian if student is a minor) agrees to pay the University, by semester, the applicable rates for the assigned space in accordance with the Schedule of Housing Charges maintained in the Office of Residence Life and Housing.

B. An interest charge of 1 1/4% per month (15% annual percentage rate) will be imposed on amounts not paid within 30 days of the due date.

C. All residents of undergraduate housing are required to be on a minimum food plan, the fee for which is set by the University. Please contact the EmoryCard Office for more information.

D. Students who intend to maintain and park a vehicle on campus shall be required to properly register the vehicle in accordance with and thereafter adhere to all policies and parking fees as outlined by the Parking Services Office.

2. ROOM RESERVATION.

All students requesting campus housing must submit online a completed application form and a signed Housing Agreement. Returning residents must renew their applications for housing each year.

3. CANCELLATION OF AGREEMENT

A. Except as hereinafter provided, cancellation or termination of this Agreement will result in a \$200 cancellation fee and incurrence of the entire year's rent. Exceptions:

(1) Students not returning to the University for the fall semester must cancel prior to July 30 or they will be charged a \$200 cancellation fee. Midyear graduates, students transferring out of Emory, and students withdrawing at the semester break must cancel for spring term and vacate housing on or before the first day of break or they will be charged a \$200 cancellation fee and assessed rental charges. Cancellations must be in writing;

(2) Students who cease enrollment during the term of this Agreement must vacate their rooms within twenty-four (24) hours and will be prorated rent, but not the meal charge, and will be charged a \$200 cancellation fee. Prorations are subject to university guidelines and are based on the university semester calendar.

(3) Students in an Emory-approved Study Abroad program will be allowed a cancellation of the Undergraduate Housing Agreement commencing at the start of their participation in a Study Abroad program. Thus, students studying abroad for fall semester 2012 will need to reapply for housing for spring semester 2013;

(4) Students who are denied housing due to lack of available rooms;

(5) Students who select housing during the room selection period or who are offered housing outside of the room selection period who cancel that housing within twenty-four hours;

(6) Students may appeal to be released from the Housing Agreement and these appeals will be considered on a case-by-case basis by the Executive Director of Residence Life and Housing, or his/her designee. If an appeal is granted, the students will be charged a termination fee, as outlined in the appeal procedures, and a \$200 cancellation fee. Requests for such cancellation must be submitted in writing as outlined in the appeal procedures and the student will be informed in writing of the decision. It should be noted that it is rare for students to have their Agreement canceled. Please review appeal procedures thoroughly.

(7) Subject to 3. C. below, students who are excluded from housing either by Residence Life and Housing as described in 4. C. below or as a sanction for a violation of the Emory Undergraduate Code of Conduct will not be prorated rent or the meal charge, but will be assessed the entire rental and meal charge amount due for the semester in which exclusion occurs and in addition will be charged a \$200 cancellation fee.

B. Students who have been placed on a guaranteed waiting list for University housing will be bound by all terms of this Agreement and incurrence of the entire year's rent.

C. Refund for first-time Emory University students who are Federal Title IV aid recipients will be prorated in accordance with the Higher Education Amendment of 1992 and any related regulations.

4. ROOM ASSIGNMENTS, CHANGES & TERMINATION.

A. Housing space is limited. Assignments are thus made with priority to (1) first-year students, (2) second-year students and (3) returning residents. Housing is guaranteed for first- and second-year students only. Room assignments are made without regard to race, age, color, religion, disability, sexual orientation, veteran's status, or national origin. An attempt will be made to honor mutual roommate requests but they are not guaranteed.

B. Housing assignment information is available to students via their *MyHousing* page. Students should consider the information on this page to be their primary source for accurate housing information.

C. The Office of Residence Life and Housing reserves the right to assign applicants and students to available space and, in its sole discretion, change such assignment at any time throughout the term of this Agreement. The Office of Residence Life and Housing also reserves the right to change an assignment or terminate the privilege of housing for anyone who: (1) in the opinion of the Executive Director of Residence Life and Housing or his or her designee, has demonstrated behavior that significantly disrupts or poses a danger to the housing environment or (2) has received such a sanction through the conduct process.

D. Students may submit requests for room changes online through their *MyHousing* page located at: <http://myhousing.emory.edu>. Students who move out of, into, or within University housing without proper authorization are subject to: disciplinary action, a \$50.00 charge, termination of this Agreement, a \$200 cancellation fee, a termination fee and incurrence of the entire year's rent.

E. If a vacancy occurs in a room, the remaining student(s) will accept an assigned roommate or move to another room upon notification by the University. Where there is a vacancy, the room must be maintained by the occupant(s) in a manner that will allow another student to move in immediately.

F. The University reserves the right to reassign any resident of housing. Typically, this occurs when a room is not full to occupancy. If an empty bed space exists within a room, apartment or suite, the resident may be consolidated with another person into another room, apartment or suite in the same building. Consolidation exists to keep as many rooms, suites and apartments available as possible in order to grant the Office of Residence Life and Housing the ability to provide housing on campus to all students who apply.

G. The University reserves the right to assign students to temporary accommodations in the event that 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 or other temporary space. Failure to relocate in the time allotted by the Office of Residence Life and Housing may result in the loss of the assignment.

H. Room type designations (double, triple, single, supersingle) are set in advance and may not be changed without express written consent thereto by the Office of Residence Life and Housing.

5. MEDICALLY RELATED NEEDS / DISABILITIES.

Students who have medical needs or disabilities that may affect their assignment must contact and register with the Office of Access, Disability Services and Resources (ADSR). Accommodations will be approved based on availability and receipt of appropriate documentation as outlined by ADSR. Consultation may take place with Emory's Student Health Center, and/or the Emory Counseling Center.

I have read and agree to abide by the terms of this Agreement. By entering this Agreement, I am applying for the electronic fund-transfer service known as the EmoryCard as described in the "Dining Membership Agreement" that I may retain for my information.

Student's Signature: _____

DATE: _____

Parent's or Guardian's Signature (if student is a minor): _____

DATE: _____

6. OCCUPANCY.

A. Rooms may be occupied and vacated only in accordance with the schedules published by Residence Life and Housing. Students are required to occupy their rooms by 5:00 p.m. on the date of their registration. If they fail to occupy their rooms by the designated time, they will continue to be bound by this Agreement, can expect to lose their room assignment, and will be reassigned unless prior notification for late occupancy has been made in writing to the Office of Residence Life and Housing. Note: Failure to occupy a room does not excuse a student from the terms of the Housing Agreement.

B. All campus housing is closed during the periods between semesters unless otherwise indicated. Residential facilities will close by noon on the first day of Break and reopen at 10:00 a.m. the last day of Break.

7. PROHIBITION OF ASSIGNMENT. This Agreement may not be transferred or assigned to another person. Assigned space may not be sublet. Any transfer in violation of this prohibition shall be automatically null and void.

8. RESPONSIBILITY FOR PERSONAL PROPERTY. The University does not assume responsibility for loss of or damage to articles of personal property that occurs in its buildings or on its grounds no matter how caused. Students or their parents are encouraged to carry appropriate insurance to cover such losses.

9. RESPONSIBILITY FOR THE ROOM.

A. Each resident is responsible for the condition of the assigned room and shall reimburse the University for all damage to the room, including but not limited to, the interior and exterior of any doors providing ingress or egress to or within the room, 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 account for such damage, loss, or cleaning charges.

B. Resident acknowledges and understands that (a) the assigned space is located in a climate in which temperatures, humidity, and other naturally occurring conditions normally allow the growth of mold and mildew in locations where dampness or moisture are present; and (b) upon moving into the assigned space, resident will have control over and knowledge concerning conditions in the interior of the assigned space. Therefore, resident agrees to:

- set thermostats to provide appropriate climate control.
- maintain the assigned space in a clean condition by mopping, vacuuming, or wiping hard surfaces with a household cleaner.
- remove visible moisture or condensation on floors, walls, windows, ceilings and other surfaces promptly.
- take other measures as may be necessary to prevent mold or mildew from accumulating in the assigned space (including without limitation reporting immediately to the University any evidence of water leaks or mold or mildew-like growth).

C. Removal of University furniture from student rooms is prohibited without written consent from the Office of Residence Life and Housing. 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 a room without the express written consent thereto by the University. Additional furnishings brought into the room must be freestanding and clear of all existing fixtures, furniture, or walls. Rooms designated as supersingles will have two sets of furniture.

D. Each resident will be required to complete/review a Room Condition Report within 24 hours after occupancy and submit it to the building's Residence Life and Housing or Office of Sorority and Fraternity Life staff. When occupancy is terminated, it is necessary to obtain a room inspection by the appropriate Residence Life and Housing or Office of Sorority and Fraternity Life staff member. Those students who vacate without following the procedures outlined herein will be charged \$50.00 plus the cost of any damages/cleaning occurring during occupancy as such damage/cleaning is determined by the University. After students vacate, the rooms will also be inspected by a staff member who will make final assessments. The University reserves the right to withhold all records of students whose financial indebtedness to the University has not been satisfied.

10. RESPONSIBILITY FOR COMMON AREAS. Common areas shall include but not be limited to hallways, baths, stairwells, elevators, lounges, studies, utility and storage rooms, kitchens, grounds and building exteriors. No items are to be placed in or attached to any common area without the express written consent of the University, including but not limited to any type of antenna or satellite dish. Each resident is responsible for all damage and loss caused by him/her to the common areas, including damage to and loss of fixtures and furnishings in the common areas as well as damage to the common areas themselves, whether or not due to the resident's negligence. Items left in common areas may be disposed of. The University shall have the right to bill a resident's Student Account for such damage or loss, including repair, replacement, cleaning, or other charges from such damage or loss. Residents are expected to take every precaution to assure that common areas are not abused or damaged in any way. Any individual who causes any damages to any 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. In addition, if the individual(s) responsible for the damage can not be identified using reasonable efforts, then all residents will be held responsible for paying a prorated share of the cost of repairing such damage. Removal of common-area furnishings or equipment from their proper location constitutes theft of University property and may be considered a conduct offense.

11. ROOM ENTRY. The University reserves the right to enter a room at any time to determine compliance with all safety and health regulations and provisions of public law, University regulation, or Residence Life and Housing policy and to provide cleaning or maintenance work or to conduct an inventory of University property. A room may also be entered if there is an indication of danger to life, health, or property.

12. DRUGS AND ALCOHOL. The use, possession, or distribution of narcotics or illegal drugs is strictly prohibited on campus and in all residential facilities. The unauthorized use, possession, or sale of drugs sometimes prescribed for medical purposes will not be tolerated at any time. Emory University abides by the Georgia state laws concerning the sale, possession, and use of alcohol. Alcohol is not allowed in common areas of residential facilities.

13. SMOKING. Emory University is a smoke-free campus. Smoking is prohibited in all residential housing facilities, including all living areas, common area spaces, hallways, lounges,

lobbies, stairwells, laundries, vending areas, balconies, breezeways, connectors, courtyards, and porches.

14. FIREARMS AND EXPLOSIVES. Firearms, ammunition, fireworks and explosives or weapons of any sort are not allowed on campus. This is strictly enforced in the residential facilities. Students owning firearms must arrange to store them off campus.

15. COOKING. Cooking is restricted to those areas of the residential facilities that have been set aside for that purpose (kitchen areas). Residents may not cook in their rooms. Possession of cooking appliances other than blenders, coffeemakers, popcorn poppers (no oil based or exposed coils), and small hot pots is strictly prohibited. All items must be Underwriter's Laboratory (UL) approved.

16. APPLIANCES. For everyone's safety and convenience, no more than two appliances may be plugged into a double electrical outlet at any time. Extension cords are prohibited; only surge protectors with a reset button are allowed in residential facilities. Air conditioners, ceiling fans, and space heaters are not permitted. Microwaves are permitted only in apartment-style facilities. All items must be Underwriter's Laboratory (UL) approved. Any hazardous appliance found in a room will be confiscated by Housing staff and stored until the resident is ready to remove it from campus.

17. FIRE PROTECTION. The University will not tolerate students' starting fires of any sort in or near a residential facility. Strong disciplinary action will be taken against those found tampering with fire-alarm mechanisms and/or fire extinguishers and/or refusing to vacate a building in the event of a fire alarm, and this Agreement may be terminated by the University. Residence Life and Housing will assess residents either collectively or individually a \$200 reinspection charge for false alarms and/or damage to alarm mechanisms or extinguishers. Candles, incense, and other combustible materials may not be used in any residential facility.

18. ENTRY. Keys, including identification/entry cards, are the property of the University and must be surrendered on termination of residence. A lost, stolen, or duplicated key will result in a lock change. A charge will be made for changing a door lock. Auxiliary locks may not be installed nor may residents tamper with an existing lock. Failure to surrender a key may result in assessment of a charge by the University for key replacement and lock change. An additional charge will be made for replacement of lost or damaged identification/entry cards.

19. SECURITY.

A. Residents who enter or leave by locked security doors are responsible for leaving the doors in a locked position. Violation of this policy may be considered a conduct offense.

B. Residents are urged to lock their windows and doors during periods of absence.

C. Keys should be carried at all times and are not to be loaned or duplicated.

D. Residents should report anyone or anything suspicious or any lost or stolen articles to a Residence Life and Housing staff member and/or Emory Police officer.

E. Students are required to carry their University ID Cards at all times and to present it to University and Housing officials on request.

The University does not assume responsibility for loss of or damage to personal items or for personal injury no matter how caused. Residents should arrange their own insurance coverage, including renter's insurance.

20. REFRIGERATORS. One refrigerator or one MicroFridge, not to exceed three (3) cubic feet in size (UL approved), is permitted per resident. The refrigerator may be a rental unit or a unit owned by the student. Returning the rental refrigerator is the sole responsibility of the resident. Having a refrigerator is a privilege that may be revoked if the above stipulations are not followed.

21. STORAGE. Storage space is not available in any residential facility.

22. VISITATION. At the beginning of the school year, the Residence Life staff conducts a referendum in each residential facility to determine the visitation policy in that particular hall. All halls have the right to vote for 24-hour visitation. In addition, any hall may vote for restricting visitation to fewer hours. Visitation hours may vary from hall to hall but roommates' rights take precedence over these visitation privileges.

23. QUIET HOURS. While all residents are expected to maintain a reasonable sound level on their floor at all times, each hall votes on specific quiet hours at the beginning of the school year. These are designed to provide a period of quiet on the floor for sleep and study. Residents must comply with staff members regarding excessive noise.

24. GUESTS AND VISITORS. Residents are responsible for the conduct of their guests and visitors. Overnight guests are allowed only with the consent of roommates. Long-term visitors (three nights or longer) are prohibited.

25. PETS. Pets are not allowed in any residential facility. Fish are permitted with the mutual consent of roommates. The maximum-allowed capacity of a fish tank is two gallons.

26. GENERAL CONDUCT. All residents are required to comply with requirements of public law and all University and Residence Life and Housing policies and regulations as they may be modified from time to time, including but not limited to those found in the Undergraduate Code of Conduct, the Residence Life Handbook, the Office of Residence Life and Housing website, and the Campus Life Handbook. Violation may result in a resident being required to vacate the premises, referral for disciplinary action, as well as possible fines.

27. ADDITIONAL POLICIES. Additional policies of Residence Life and Housing — as they currently exist or may be amended from time to time, including but not limited to those in the Residence Life Handbook or the Office of Residence Life and Housing website — are incorporated herein by reference and are terms and conditions of this Agreement.

28. MISCELLANEOUS. Student acknowledges that any other housing or fraternity agreements that Student may enter into, related to University housing (e.g. Fraternity house corporation agreements) are unconditionally subordinate to this Agreement. In the event of a direct conflict between the terms of this Agreement and the terms of any Fraternity/Sorority Housing or Chapter Contract, the terms of this Agreement will govern and control for all purposes. However, the specific terms of each individual Housing Contract will govern to the extent not directly in conflict with the terms of this Agreement.

29. ADDENDA. The following attached addenda are expressly made part of this Agreement: Emory University Student Dining Membership Agreement; Greek Housing Addendum (applies only to students in Sorority or Fraternity Housing)

ADDENDUM TO THE UNDERGRADUATE HOUSING AGREEMENT FOR FRATERNITIES AND SORORITIES BETWEEN THE STUDENT AND EMORY UNIVERSITY

AGREEMENT FOR PROVISION OF SERVICES.

The University and the _____ Fraternity/Sorority ("Fraternity"), through its House Corporation, have entered into an Agreement for Provision of Services ("Service Agreement") pursuant to which the University has assumed certain responsibilities regarding the management of Fraternity/Sorority Houses. Pursuant to the Service Agreement, the University has the right to assess, bill and collect from students residing in Fraternity House housing charges and other fees and charges as specified in the Service Agreement, including sums to pay for the repairs of damage to the Fraternity House or other University property caused by vandalism, criminal or intentionally wrongful acts, or by negligence. In addition, the Service Agreement calls for employment of a House Director for each Fraternity House. The resident acknowledges and agrees that this Fraternity Housing Agreement is subject to the aforesaid Service Agreement, and the resident further agrees that he/she is subject to and shall comply with any applicable terms of said Service Agreement. In the event of any conflict between the terms and conditions of this Fraternity Housing Agreement and the terms and conditions of the Service Agreement, the Service Agreement shall control. The resident also acknowledges and agrees that under certain circumstances, as set forth in the Service Agreement, the Service Agreement may be canceled/terminated, and in such event Emory at its option may (a) cancel this Agreement, or (b) transfer and assign this Agreement and any deposits paid hereunder to the Fraternity/House Corporation, in which event all of the University's responsibility and liability under this Agreement shall cease.

AGREEMENT PERIOD & PAYMENT.

All residents of Fraternity housing are required to be on either an eligible chapter food plan or a university food plan.

OCCUPANCY.

All campus housing is closed during the periods between semesters unless otherwise indicated. Fraternity housing will close by noon on the first day of Break and reopen at 10:00 a.m. the last day of Break.

ROOM ASSIGNMENTS, CHANGES & TERMINATION.

- A. Space is assigned by the Office of Residence Life and Housing based on the housing roster submitted by the chapter.
- B. For students who are excused from a Fraternity or Sorority housing assignment by their chapter, the Office of Residence Life and Housing reserves the right, in its sole discretion, to either reassign that student to another assignment or to charge the cancellation fee and termination fee as provided in the Undergraduate Housing Agreement.

C. Residence Life and Housing also reserves the right to change an assignment or terminate the privilege of housing for anyone who:

- (1) has received a sanction for such behavior through the conduct process. Residents must vacate from their rooms within twenty four hours (24) when requested by the University upon the occurrence of any of the following:
 - (a) Failure to enroll in or remain enrolled in good standing with Emory University;
 - (b) Failure to remain a member in good standing with the Chapter and or the National Fraternity;
 - (c) Suspension by the National Fraternity or the University;
 - (d) Violation of any rules or regulations of the University or the Chapter;
 - (e) Use of the House for non-residential purposes and/or conducting any business or commercial enterprise therein.

D. A Sorority or Fraternity housing assignment constitutes an obligation not only to the Office of Residence Life and Housing but is also an obligation to the Sorority or Fraternity as well.

FIRE PROTECTION.

The University will not tolerate students' starting fires of any sort in or near the chapter house except in preapproved areas (i.e. outdoor barbecue grill). All wooden structures, such as lofts, must be approved by the University prior to construction.

KEYS.

Keys, including identification/entry cards, are the property of the University and must be surrendered on termination of residence. A lost, stolen, or duplicated key will result in a lock change. A charge will be made for changing a door lock. Auxiliary locks may not be installed nor may residents tamper with an existing lock. Failure to surrender a key may result in assessment of a charge by the University for key replacement and lock change. An additional charge will be made for replacement of lost or damaged identification/entry cards.

STORAGE.

Storage space in the fraternities and sororities is not available. Summer storage is strictly prohibited.

GUESTS/VISITATION.

Visitation shall be in accordance with the policy outlined in the Chapter bylaws. Residents are responsible for the conduct of their guests and visitors. Overnight guests are allowed only with the consent of roommates.