1. AGREEMENT PERIOD AND PAYMENT
A. This Agreement, unless otherwise provided, shall be binding for the academic year and does not include any summer term. If at any time the student ceases to be enrolled at 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 Housing Operations office.

B. An interest charge of 18% per month (15% annual percentage rate) will be imposed on amounts not paid within 30 days of the due date.

C. All residents in housing are required to participate in a Campus Dining Plan, the fee for which is set by the University. Please contact Dining Services 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 established by the Transportation and Parking Services.

2. ROOM RESERVATION
All students requesting campus housing must submit a complete online application and a signed Housing Agreement. Returning residents must renew their application and housing agreement 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 academic year's rent.

Exceptions:

i. Students not returning to the University for the fall semester who cancel prior to July 30 or January mid-year graduates, students transferring out of Emory University, and students withdrawing at the semester break must cancel their housing in writing for spring semester, vacate housing and remove all their personal belongings on or before the first day of break.

ii. Students in an Emory University approved Study Abroad program. Students will be allowed a cancellation of their Housing Agreement commencing at the start of their participation in a Study Abroad program. Students studying abroad for fall semester will need to reply for housing before spring semester.

iii. Students who the Housing Office cannot accommodate due to lack of available rooms.

iv. Students who cancel their housing within 24 hours of selecting their housing or being offered housing.

B. Students who cease enrollment during the term of this Agreement must vacate their rooms within twenty-four (24) hours and will have their housing fees prorated and will be charged a $200 cancellation fee. Prorations are subject to university guidelines and are based on the university semester calendar.

C. Students may appeal to be released from the Housing Agreement. Appeals are considered on a case-by-case basis by the Senior Director of Housing Operations or their designee. If an appeal is granted, the student will be charged a termination fee, as outlined in the appeal procedures, and a $200 cancellation fee. Requests for such cancellations 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.

D. Students who are excluded from housing as described in 4D below, or as a sanction for a violation of the Emory University Student Code of Conduct will be assessed the entire housing fees and a $200 cancellation fee for the semester in which the exclusion occurs.

E. Students who are placed on a waiting list for University housing will be bound by all terms of this Agreement and incurrence of the entire year’s housing fees.

F. 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, AND TERMINATION
A. The Housing Operations Office reserves the right to assign students to available spaces and, at its sole discretion, change such assignment at any time throughout the term of this Agreement.

B. Assignment are 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, color, religion, ethnic or national origin, gender, age, disability, sexual orientation, gender identity, gender expression, or veteran’s status.

An attempt will be made to honor mutual roommate requests but they are not guaranteed. Gender inclusive housing is offered and is assigned based on application materials and availability.

C. 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.

D. The Housing Operations office reserves the right to change an assignment or terminate the privilege of housing for anyone who: (1) in the opinion of the Senior Director of Housing Operations or their designee has demonstrated behavior that significantly disrupts or poses a danger to the housing environment, or (2) has received such a sanction through the student conduct process.

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

F. If a vacancy occurs in a room, the remaining student(s) will accept an assigned room-mate 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.

G. The University reserves the right to reassign any resident of housing. 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 provide for more efficient use of spaces within the residence halls and meet student requests for single and special purpose rooms. Students who choose not to consolidate will be charged the single room rate.

H. The University reserves the right to assign students to temporary accommodations 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. Failure to relocate in the time allotted by the Housing office may result in the loss of the assignment.

I. Room type designations, e.g. double and single, are set in advance and may not be changed without authorization from the Housing office.

5. MEDICAL AND DISABILITY HOUSING ACCOMMODATIONS
Students who need medical or disability housing accommodations should register with the Office of Access, Disability Services and Resources (ADSR). Housing accommodations will be approved based on availability and receipt of appropriate documentation as outlined by ADSR. Consultation may take place with Emory Student Health Services, and/or Emory Counseling and Psychological Services (CAPS).

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

B. All residential facilities are closed during the periods between semesters unless otherwise indicated, and close at 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
A. Each resident is responsible for the condition of the assigned housing space 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’s account for such damage, loss, or cleaning charges.
B. The 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, the resident will have control over and knowledge concerning conditions in the interior of the assigned space. Therefore, the 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, windows, ceilings and other surfaces promptly;
• take other measures as may be necessary to prevent mold or mildew from accumulating in the assigned space;
• immediately report to the University any evidence of water leaks or mold or mildew-like growth.

C. Remove all University furniture from student rooms 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 lofting) may take place within a room. Additional furnishings brought into the room must be freestanding and clear of all existing fixtures, furniture, or walls. Rooms designated as super-singles will have two sets of furniture, which must remain in the room.

D. Each resident is expected to review the online Room Condition Report within 24 hours after occupancy and submit any additional room condition details within two weeks of moving into the assigned space. When occupancy is terminated, residents may elect to obtain a room inspection by the Residence Life or Sorority and Fraternity Life staff member, or university police. Check Out option. Students who vacate their assigned housing without following the check-out process 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 room will be inspected by a staff member who will make final damage and cleaning 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, study rooms, 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. 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 damage to the common areas 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 cannot be identified using reasonable efforts, then all residents will be held responsible for paying a pro-rated share of the cost of repairing such damage. Items left in common areas will be considered abandoned and 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. Removal of common-area furnishings or equipment from their assigned location constitutes theft of University property and may be referred to the student conduct office.

11. ROOM ENTRY

The University reserves the right to enter a resident’s room at any time to determine compliance with all safety and health regulations and provisions of public law, University regulations, Residence Life and Housing Operations policies and to provide cleaning or maintenance work or 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 in all residential facilities and on campus. 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 tobacco-free campus. Smoking is prohibited in all residential facilities, including all living areas, common area spaces, hallways, lounges, lobbies, stairwells, laundry rooms, 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. Students who own 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 bedrooms. Only Underwriters Laboratory (UL) approved blenders, coffee and espresso machines, rice cookers and hot air popcorn poppers are permitted. All other items are strictly prohibited.

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 apartments. All items must be Underwriters Laboratory (UL) approved. Any hazardous appliance found in a room will be confiscated and stored until the resident is ready to remove it from campus.

17. FIRE PROTECTION

Candles, incense, and other combustible materials may not be used in any residential facility. Disciplinary action will be taken against those found tampering with any life safety device (e.g. fire-alarm mechanisms, extinguishers or smoke detectors) and/or refusing to vacate a building in the event of a fire alarm, and this Agreement may be terminated by the University. Residents will be collectively or individually assessed a $200 inspection charge for false alarms, tampering with, and/or causing damage to life safety devices.

18. ENTRY

Keys, including identification/entry cards, are the property of the University and must be surrendered on termination of residency. A lost, stolen, or duplicated key will result in a lock change and a charge assessed for a lock change. 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 student 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. All lost and/or missing keys, stolen articles, anyone or anything suspicious should be reported immediately to a Residence Life or Housing Operations 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 room. 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.

21. STORAGE

Storage space is not available in any residential facility.

22. GUESTS AND VISITORS

Residents are responsible for the conduct of their guests. Overnight guests are allowed only with the consent of roommates. Long-term visitors (three (3) nights or longer) are prohibited.

23. 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 (2) gallons.

24. GENERAL CONDUCT

All residents are required to comply with requirements of public law and all University, Residence Life, and Housing Operations policies and regulations as they may be modified from time to time, including but not limited to those found in the Student Code of Conduct, the offices of Residence Life and Housing Operations websites, 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.

25. ADDITIONAL POLICIES

Additional policies of Residence Life and Housing Operations as they currently exist may be amended from time to time, including but not limited to those on the Residence Life and Housing Operations websites and are incorporated herein by reference and are terms and conditions of this Agreement.

26. 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 Sorority/Fraternity 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.
AGREEMENT FOR PROVISION OF SERVICES

The University and the Sorority/Fraternity (“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 Sorority/Fraternity Houses. Pursuant to the Service Agreement, the University has the right to assess, bill and collect from students residing in Sorority/Fraternity Houses, housing charges and other fees and charges as specified in the Service Agreement, including sums to pay for the repairs of damage to the Sorority/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 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 University as 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 AND PAYMENT
All residents of Fraternity housing are required to be on either an eligible chapter meal plan or a university meal plan.

OCCUPANCY
All University 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. on the last day of break.

ROOM ASSIGNMENTS, CHANGES, AND TERMINATION
A. Space is assigned by the Housing Operations office based on the housing roster submitted by the chapter.
B. For students who are excused from a Sorority or Fraternity housing assignment by their chapter, the Housing Operations office 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 Housing Agreement.
C. The Housing Operations office also reserves the right to change an assignment or terminate the privilege of housing for anyone who has received a sanction for such behavior through the student conduct process. Residents must vacate their rooms within twenty-four (24) hours 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 Housing Operations office, but is also an obligation to the Sorority or Fraternity chapter.

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 residency. 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 AND 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. Long-term visitors (three (3) nights or longer) are prohibited.