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 any official 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 hereunder, 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 the residence hall, 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 assigned summer term. 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 2013 summer terms.
B. 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 term, the applicable rates for the assigned space in accordance with the Schedule of Housing Charges maintained in the Office of Residence Life and Housing.
C. 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.
D. Students who are denied housing due to lack of available rooms;
E. Students who are excluded from housing either by University Housing as described in 4. B. below or as a sanction for a violation of the Emory Undergraduate Code of Conduct will not be prorated rent, 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.
F. Students who are offered housing who cancel that housing within twenty-four hours;
G. Students who have been placed on a waiting list for University housing will be bound by all terms of this Agreement and in accordance with the entire year's rent.
H. Students who apply.

2. CANCELLATION OF AGREEMENT
A. Exempt as hereinafter provided, cancellation or termination of this Agreement will result in a $200 cancellation fee and incurrence of the entire term's rent. Exceptions:
B. Students not enrolling in the first summer term must cancel prior to May 11, 2013 or they will be charged a $200 cancellation fee. Students not enrolling in the second summer term must cancel prior to June 22, 2013 or they will be charged a $200 cancellation fee. Cancellations must be in writing;
C. Students who cease enrollment during the term of this Agreement must vacate their rooms within twenty-four (24) hours and will be prorated rent, for the period of residence and will be charged a $200 cancellation fee;
D. Students who are denied housing due to lack of available rooms;
E. Subject to 3. C. below, students who are excluded from housing either by University Housing as described in 4. B. below or as a sanction for a violation of the Emory Undergraduate Code of Conduct will not be prorated rent, 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;
F. Students who are offered housing who cancel that housing within twenty-four hours;
G. Students who have been placed on a waiting list for University housing will be bound by all terms of this Agreement and in accordance with the entire year’s rent.
H. Students who apply.

3. ROOM RESERVATION.
A. Housing assignment information is available to students via their MyHousing page.
B. Housing assignment information is available to students via their MyHousing page.
C. The Office of Residence Life and Housing reserves the right to assign applicants who apply.
D. Students may submit requests for room changes through their building’s Residence Life staff. 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 term’s rent.
E. 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.

4. ROOM ASSIGNMENTS, CHANGES & TERMINATION.
A. Space is limited in the residence halls. Assignments are thus made with priority based on date of application. 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. 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.
E. 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 Housing may result in the loss of the assignment.
F. 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.
A. 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.

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, 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. 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. Students or their parents are encouraged to carry appropriate insurance to cover such losses.

7. RESPONSIBILITY FOR PERSONAL PROPERTY.
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 surfaces, floors, and ceilings.
• 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, room layout changes) may take place 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 staff. When occupancy is terminated, it is necessary to obtain a room inspection by the appropriate Residence Life and Housing staff member. Those students who vacate without following the procedures outlined herein will be charged $50.00 per room for the cost of any damage caused by him/her to the common areas or damage caused as a result of the student’s having destroyed or damaged 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 hold 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 all public areas such as hallways, bathrooms, 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 shall be 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 cannot 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 of any sort are strictly prohibited on campus and in all residential facilities. The unauthorized use, possession of cooking appliances other than blenders, coffeemakers, popcorn poppers (no more than two in the student room) and microwave ovens only in the kitchen area. 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.

13. FIREPROOF. The 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 store them off campus. In violation of this policy, students may be subject to disciplinary action.

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.

16. APPLIANCES. For everyone’s safety and convenience, no more than two appliances that operate continuously or more than two appliances operating at the same time may be plugged into a single 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 may assess residents either individually or collectively for false alarms and/or damage to alarm mechanisms or extinguishers. Candles, incense, and other combustible materials may not be used in student rooms.

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 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.

20. REFRIGERATORS. One refrigerator, not to exceed five (5) cubic feet in size or 2.5 amps (UL approved), is permitted in each 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. 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 summer term, 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. Visitations may vary from hall to hall as roommates’ rights take precedence over these visitation privileges.

23. QUIET HOURS. While all residents are expected to maintain a reasonable sound level in their rooms, 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 for 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’s 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. ADDENDA. The following attached addenda are expressly made part of this Agreement: