

**MIDDLE GEORGIA COLLEGE  
RESIDENCE HALL CONTRACT  
2012 - 2013 ACADEMIC YEAR**

**I. CONTRACT COMMITMENT**

This Contract (the "Contract") is entered into by and between the Board of Regents of the University System of Georgia for and on behalf of Middle Georgia College ("Middle Georgia College") and the student, student's parent, guardian, or other guarantor, if applicable ("Student").

No term or condition of this Middle Georgia College Residence Hall Contract can be waived and no statement made by Middle Georgia College or its agents is considered a waiver of any term or condition of the Contract, whether expressed or implied.

**II. CONDITIONS AND TERMS OF THIS CONTRACT**

- A. ELIGIBILITY AND APPLICATION** - Only students of Middle Georgia College who are registered for a minimum of nine (9) credit hours shall be eligible for housing space. Any student who withdraws or is involuntarily removed from school shall move out within twenty-four hours. Exceptions to these criteria may be made at the discretion of the Director of Residence Life. However, the Student shall remain responsible for all financial obligations contained within this contract.
- B. LICENSE FOR HOUSING SPACE** – Middle Georgia College agrees to furnish to Student a housing space in accordance with the terms of this Contract. The parties to this Contract do not intend that an estate, a tenancy or other interest in property should or shall pass from Middle Georgia College to Student, nor is it intended that a usufruct be granted to Student. Instead it is the intention of the parties that the relationship between Middle Georgia College and Student be one of licensor and licensee and that the sole right of Student to use his/her assigned housing space as a living unit shall be based upon the license granted in this Contract.
- C. RESIDENCY REQUIREMENT** - Students not 21 or older by the first day of classes for semester of enrollment, who do not live with their parents, spouse, or legal guardian within a 40 mile radius of the primary campus they attend, if Eastman or Cochran campuses, and who have not previously resided in a Middle Georgia College residence hall for at least 4 semesters, are required to sign a residence hall contract and live in a Middle Georgia College residence hall.
- D. NOTIFICATION** - Middle Georgia College Office of Residence Life will send all notices/correspondence to the Student's official MGC email address.
- E. MGC POLICIES** - All Middle Georgia College policies and procedures are incorporated by reference herein and become part of this Contract.

- F. OTHER RULES** - Middle Georgia College reserves the right to make and enforce other rules and regulations as may be appropriate or necessary for the safety, care, educational environment, and cleanliness of the premises, and for securing the comfort and convenience of all residents.

### **III. DURATION OF CONTRACT**

**FULL ACADEMIC YEAR** - The effective beginning semester of this Contract is the first semester for which the Student indicates intent to occupy space. This Contract terminates at the end of the spring semester except for Harris Hall and Aviation Hall which terminates at the end of summer semester. This Contract is entered into by and between the Board of Regents of the University System of Georgia for and on behalf of Middle Georgia College and the undersigned Student for accommodations for the academic year. No transfer, assignment or subletting of the license granted by this Contract is permitted.

### **IV. PAYMENTS; PENALTIES; COLLECTIONS; OUTAGES; RESERVATION/DAMAGE DEPOSIT**

- A. PAYMENTS** - Student agrees to pay Middle Georgia College in accordance with the rates as published by the MGC Business Office. Payments must be received at the Business Office no later than close of business on the published fee deadline dates established for each semester. Payment is due immediately if this Contract is entered into on or after the fee deadline date.
- B. PENALTIES** - The undersigned Student understands that failure to satisfy his/her financial obligations may result in penalties, including, but not limited to, suspension, the withholding of registration, and/or the refusal to issue transcripts or diploma.
- C. COLLECTIONS** - Student understands and agrees that he/she shall reimburse Middle Georgia College for any and all costs incurred by Middle Georgia College (or any entity acting on Middle Georgia College's behalf) in any action for collection of sums due hereunder, including, but not limited to, court costs, collection agency fees, attorney's fees, interest fees and any other related fees. Failure of Middle Georgia College to enforce or pursue any of its rights hereunder shall not act as a waiver of that right or any other right to later exercise any right or enforce any remedy which it may have at law and/or equity.
- D. TEMPORARY OUTAGES** - Failure to provide electricity, hot and cold water, heat and/or air conditioning shall not be a reason for reduction, abatement, or withholding of rent or other payments legally due. No fee adjustment or other compensation shall be claimed by the Student for inconvenience or discomfort from the making of repairs, improvements to facilities, or temporary service outages, provided such occurrences are remediated within a reasonable amount of time and with minimal inconvenience to the Student.
- E. RESERVATION/DAMAGE DEPOSIT REFUND** - In order to receive a refund of any portion of the reservation/damage deposit the Student must notify in writing the Office of Residence life at [housing@mgc.edu](mailto:housing@mgc.edu) through their MGC email account at least 35

calendar days in advance of the first day of class of the next semester covered under the residence hall contract that he/she does not intend to occupy the residence hall room assigned to him/her under the contract. Failure to do so will result in forfeiture of the deposit. *Email notification must include Student's name, MGC ID #, and semester for which cancellation is requested.* If the Student is academically excluded from attendance the next semester covered under the residence hall contract, he/she will be entitled to receive a refund of the reservation/damage deposit less any assessments for damages to College property.

**DAMAGE ASSESSMENT** - At the end of each semester, Middle Georgia College reserves the right to assess damages to the Student's room and subtract monies from this deposit to cover said damages. Damages to a given residence hall that cannot be attributed to an individual student will also be assessed and these costs will be shared by all residents of that residence hall. Lost key charges or other money owed to Middle Georgia College will also be collected from this deposit.

**REPAYMENT OF RESERVATION/DAMAGE DEPOSIT** - When damages are assessed and the Student returns to the residence hall the following semester, the Student must repay the amount necessary to bring the reservation/damage deposit back to \$200 by September 1 in fall semester and by February 1 in spring semester.

**FORFEITURE OF RESERVATION/DAMAGE DEPOSIT** - A Student who fails to fulfill the terms of the Contract or who withdraws and vacates the residence hall at any time during the semester without following prescribed check-out procedures will forfeit all rights to this deposit.

*If a Student is removed from school as a result of disciplinary action or banned from living on campus in a given semester, the Student will not receive refund of any portion of the reservation/damage deposit. Should the Student be allowed to live in a residence hall in the future, the deposit must be repaid in accordance with the normal application procedure.*

## V. CONTRACT TERMINATION BY STUDENT

- A. **BEFORE CONTRACT BEGINS** – Student may terminate this Contract and receive a refund of the reservation/damage deposit by providing written notice of cancellation through their MGC email account to the Office of Residence Life at [housing@mgc.edu](mailto:housing@mgc.edu) at least 35 calendar days prior to the first day of class for the effective semester of the Contract. If written cancellation notice is not received via email within the 35 calendar days, the Student will forfeit the reservation/ damage deposit. *Email notification must include Student's name, MGC ID #, and semester for which cancellation is requested.*

*Please note that deposits are NON-REFUNDABLE for contracts signed less than 35 calendar days prior to the first day of class for the effective semester of the Contract.*

- B. AFTER CONTRACT BEGINS** - If the Student withdraws from all classes prior to a point equivalent to 60% of the official scheduled class days in the semester, he/she will be entitled to a pro-rated refund of the residence hall fee providing he/she properly checks out of the residence hall according to published policy. If the Student has occupied the residence hall room for 60% or more of the official class days of the semester, he/she will receive no refund of the residence hall fee for the semester. All other fees will be prorated according to published College policies.

The Student may request termination of this contract at the end of Fall semester by notifying in writing the Office of Residence Life at [housing@mgc.edu](mailto:housing@mgc.edu) through their MGC email account at least 35 calendar days prior to the first day of class of the next semester covered under this contract that he/she does not intend to occupy the residence hall room assigned to him/her under the Contract. The college reserves the right to enforce the terms of the entire contract and to reject any request for termination of the contract. . *Email notification must include Student's name, MGC ID #, and semester for which termination is requested.*

## **VI. CONTRACT TERMINATION BY MIDDLE GEORGIA COLLEGE**

- A.** Middle Georgia College may terminate this Contract and take immediate possession of any housing space at any time for violation of any of the provisions contained herein or when it is in the best interest of Middle Georgia College Office of Residence Life or Middle Georgia College in general. Should this occur, prior to a point equivalent to 60% of the official scheduled class days in the semester, the Student will be entitled to a pro-rated refund of the residence hall fee providing he/she properly checks out of the residence hall according to published policy. If the Student has occupied the residence hall room for 60% or more of the official class days of the semester, he/she will receive no refund of the residence hall fee for the semester. All other fees will be prorated according to published College policies.

If for any reason the Student does not remove his/her belongings from the residence hall at the time the Contract is terminated, the Student's personal property will be removed, inventoried, and stored up to 30 days at Student's expense. If Student fails to claim or take possession thereof, it will be deemed abandoned and may be donated to a local charity or otherwise disposed of by Middle Georgia College. Middle Georgia College bears no liability for damage to property involuntarily removed, where Student fails or refuses to take control.

The College may terminate the contract and serve notice to the Student to immediately vacate the premises for the following:

- Academic Suspension
- Failure to pay housing fees or any other applicable fees when due. This will result in a **“Hold”** being placed on Student's official transcript and will prevent subsequent registration at Middle Georgia College.
- Noncompliance with the rules and regulations of the residence halls, Federal, State, and local laws, or Middle Georgia College policies.

- Damage from fire, smoke or other causes making the housing space uninhabitable.
- Failure to respect the rights of others through the creation of loud noise, obnoxious odor or other sensory disturbance which interferes with the quiet and peaceful enjoyment of the residence hall environment. Loud noise will include, but not be limited to, excessive volume of radio, musical instruments, televisions, stereos, other amplified sound equipment, voices, etc.
- Behavior which, in Middle Georgia College's sole discretion, has a negative impact on the living and learning environment of the residence halls
- Malicious destruction of the residence hall furnishings and/or Middle Georgia College property.
- Refusal to comply with the direction of Middle Georgia College staff including Residence Life staff, acting in accordance with their duties and responsibilities.
- False statements or misrepresentations made by Student in connection with this Contract.
- Enrollment dropping below 9 semester hours.

## VII. ASSIGNMENT PROCESS

- A. ROOM ASSIGNMENT** - Middle Georgia College housing assignments are made without regard to race, creed, color, or national origin. Assignment is made only after the Student has returned the signed signature page of this Contract along with the \$200 reservation/damage deposit and has pre-registered for classes for the semester for which the Contract becomes effective.
- B. ROOM PREFERENCES** - Assignment to a preferred building, room, or apartment is contingent upon availability and is *not guaranteed*. If desired space is not available, Student will be assigned any available space. *Contracts are not terminated if desired space or style is unavailable*. Requests for roommates/suitemates mutually requested by both parties will usually be accommodated; however, requests are *not guaranteed*.
- C. CONSOLIDATION** - Middle Georgia College reserves the right to reassign Student for the purpose of consolidation and to schedule unoccupied rooms for guests' usage throughout the year. Where there is a vacant space, it must be maintained in a manner by the occupant(s) that will allow another person to move in immediately. Middle Georgia College reserves the right to make temporary assignments and to assign or reassign accommodations for the benefit of Middle Georgia College, Student, Middle Georgia College Office of Residence Life, or a living unit.
- D. TEMPORARY HOUSING** - Middle Georgia College reserves the right to assign Students to temporary housing, such as converted study rooms or triples, in the event of emergency if regular spaces are not available.

- E. **SINGLE ROOMS** – Every effort will be made to satisfy student preferences for a single room. However, single rooms are dependent upon availability. If a change to double occupancy occurs, the affected students will be issued a partial refund consistent with our current double occupancy rate.

## VIII. ACCESS TO ROOM

- A. **OFFICIAL CHECK IN** - Student must arrive on campus and move into his/her assigned residence hall room at the time/date communicated to Student's official email address prior to the semester. If Student is unable to do this for any reason, Student must notify the Office of Residence Life before this date to ensure that Student's assigned housing space is held. Failure to report at the assigned time/date without prior arrangements may result in Student's housing space being assigned to another student.
- B. **OFFICIAL INSPECTIONS** - Middle Georgia College shall at all times during the term of this Contract retain legal ownership and ultimate possession and control of Student's room and/or Middle Georgia College property assigned to such room. Middle Georgia College reserves the right to maintain and preserve the residence halls. Student hereby agrees that housing staff and personnel and/or Middle Georgia College personnel, agents and contractors may enter Student's room at any time for safety inspection, maintenance, cleaning, inventories, epidemic or emergency, to claim Middle Georgia College property, pest control, occupancy verification and/or general repair. Student hereby authorizes Middle Georgia College personnel to allow access to the Student's room when access is requested by any law enforcement officer possessing a valid search or arrest warrant. Middle Georgia College reserves the right to remove and hold in storage or dispose of any items deemed hazardous to the building or its occupants (i.e., explosives, firearms, alcohol, chemicals, open flame burning items, hunting bows, weapons, etc.).
- C. **KEY TURN IN AT WINTER BREAK** – Student must turn in room key according to College policy when leaving for winter break at the end of fall semester unless the Student is a resident of Aviation Hall or Harris Hall. Failure to do so will result in an assessment of \$50 key charge against the Student's reservation/damage deposit.
- D. **OFFICIAL CHECK OUT** - Student is not officially checked out of the residence hall until all of the following occur: (1) Student has removed all personal property from the premises; (2) the room/apartment has been cleaned by Student; and (3) the proper check out records and keys have been returned to Middle Georgia College's Residence Hall Staff. ***Failure to schedule an appointment and complete all of the above will result in the forfeiture of the reservation/damage deposit.***

## IX. INSURANCE RESPONSIBILITY

Middle Georgia College, its officers, employees, contractors or agents are not responsible for the loss, damage, or destruction of Student's personal property. Although precautions are taken to maintain adequate security and maintenance, Middle Georgia College does not assume any legal obligation to pay for injury to persons (including death), or loss of or damage to items of personal

property which occurs in its buildings or on its grounds, prior to, during, or subsequent to the term of this Contract. Student is strongly encouraged to purchase and maintain appropriate rental insurance, or confirm that his/her family homeowner's policy will cover such possible losses. If insurance coverage is desired, it is Student's responsibility to acquire such coverage.

## **X. STUDENT RESPONSIBILITIES**

Violations of any of the following provisions may result in fines, sanctions, probation, termination, and/or suspension from Middle Georgia College Housing, or any combination of the above.

### **A. DAMAGES**

- Student is individually responsible for the cost of cleaning, replacement or repair of any breakage or damage within his or her housing space.
- Student is jointly responsible for the cost of replacement or repair of any breakage or damage in the common areas within his/ her assigned housing space. Charges will be equally assessed upon each member of the assigned room, hall, or apartment in which Student resides in the event the responsible person remains anonymous (collective liability).
- Student is responsible for the condition of the housing space and all furnishings which are assigned to him/her and shall reimburse Middle Georgia College for all damages to or loss of these furnishings.
- Residents of a residence hall may also be assessed the expense of the repair or replacement of any property in public areas judged damaged by residents or their guests in a given room.
- Student is responsible for maintaining the cleanliness of his/her room. Charges for damages and/or cleaning shall be assessed against the Student's reservation/damage deposit.

**B. ALTERATIONS** - No changes will be made in the residence hall or housing space by Student. This includes, but is not limited to: shelves, partitions, lofts, window coverings, wallpaper, painting, plumbing, heating, other structural changes or alterations to furniture, or the removal of Middle Georgia College furniture and its replacement with items owned by the Student.

**C. PROHIBITED ITEMS** - Student shall not use or store in Student's room, storage area or common area any of the following:

- Firearms, ammunition, explosives (including firecrackers and fireworks), weapons, hunting bows, pellet or bb guns, knives with blade longer than three (3) inches in length, paint ball guns, arrows, martial art equipment, hazardous chemicals or materials, gasoline driven vehicles of any kind, vehicle parts, heavy repair equipment, accessories to any vehicle or engine parts, or any other hazardous, dangerous, or illegal material or substance.

- Electrical items other than clocks, radios, stereo equipment, televisions, or computers. Microwave ovens must be no larger than 1.0 cubic foot. Mini-refrigerators must be 2.5 cubic feet or smaller.
- Outside television or radio antennas or satellite dishes.
- Waterbeds or water- filled furniture.
- Neon signs.
- Candles and incense burners.
- Open flame-burning or coiled hot plates.
- Halogen-touhier lamps.
- Air-conditioning units.
- Heat lamps or space heaters.
- Pets are prohibited in or around the residence halls. This also applies to visiting pets.

**D. ADDITIONAL POLICIES** – Middle Georgia College reserves the right to add policies as necessary for the maintenance of good order and discipline. The following is a partial list of prohibited activities:

- Student’s housing space shall not be used for commercial or solicitation purposes.
- Student’s housing space shall not be sublet, transferred, or assigned.
- Entry into all residence halls is limited to current MGC students and employees. While we encourage family visits, prior permission from the Residence Hall Director is needed for non-MGC students or employees to enter our residence halls and visit our students with the exception of move-in day or upon checking out at the end of the semester or year. Family members are welcome to visit with prior permission but in no case are they allowed to spend the night in the student’s assigned room, or any other room on campus. Failure to comply with this policy may result in the loss of the privilege of living on campus.
- Furniture or plants from common areas, lounges and study areas are not allowed in Student’s housing space.
- Student is prohibited from tampering with any Middle Georgia College locks, or installing new or additional locks, deadbolts, or other locking device. Student shall not alter or duplicate any residence hall room, or exterior door keys. Any Student in possession of any duplicated keys will be charged for re-keying the room, apartment or exterior doors and may face criminal charges.

- Middle Georgia College policies and regulations and Georgia State law prohibit gambling, alcohol or illegal drugs in the residence halls.
- The Student is prohibited from having any animals of any type in the residence halls or adjacent grounds.
- Student is responsible at all times for all activities in his or her assigned room in accordance with this Contract, Middle Georgia College and Residence Hall policies, and applicable federal, state, and local laws.
- Student shall not threaten, curse at, harass, or interfere with any Middle Georgia College staff in performance of their duties and responsibilities.
- Student will not tamper with any fire equipment, i.e., pull alarms, hoses, fire extinguishers, heat sensors, smoke detectors, sprinkler heads, etc. Violation of the above will result in a fine and/or notification to the Middle Georgia College Police and/or local law enforcement agencies for possible criminal charges.

**E. TOBACCO USE POLICY** -The use of tobacco products by any individual on any campus of Middle Georgia College is strictly prohibited except in the designated tobacco-use gazebos provided on each campus or in the fully enclosed passenger compartment in an individual's personal vehicle with all windows closed. This includes all smoking and smokeless tobacco products. Tobacco-use byproducts such as cigarette butts or smokeless tobacco juice must be disposed of in the appropriate receptacles provided in or adjacent to each gazebo. Disposal elsewhere or on the grounds of the College is strictly prohibited and is considered a violation under this policy.

**XI. STUDENT NONCOMPLIANCE** - In the event Student fails to comply with any of the terms and conditions of this Contract, Middle Georgia College may take the following actions against Student:

- Cancel this Contract without notice.
- Serve notice to vacate the premises pursuant to applicable Middle Georgia College policies and state laws.
- Take action to recover the cost of damage caused by Student and/or his/her guest(s).
- Utilize any and all available remedies, including equitable and legal, judicial and/or administrative relief.
- Initiate judicial action that may result in suspension or expulsion from the college.

## **XII. FOOD SERVICE**

- A. MEAL PLANS** – All residence hall students, with the exception of those housed in Aviation Hall, are required to purchase a meal plan. **No refunds are made for missed/unused meals. Meal plans are not transferable.**

No meals will be served during periods that the College is not in session. When a meal plan is not selected on the Residence Hall Application, the Student is assigned an unlimited meal plan.

- B. HOURS OF OPERATION: (Times are subject to change.)**

### **Dining Hall**

#### **Monday - Friday**

Breakfast	7:15 AM – 9:30 AM
Continental Breakfast	9:30 AM – 10:30 AM
Lunch	11:00 AM – 2:00 PM
Lite Lunch	2:00 PM – 4:00 PM
Dinner	4:30 PM – 6:30 PM
Friday Dinner	4:30 PM – 6:00 PM

#### **Saturday - Sunday**

Brunch	11:30 AM – 1:00 PM
Dinner	4:30 PM – 6:00 PM

### **Sanford Café**

Monday – Thursday	7:45 AM – 5:00 PM
Friday – Sunday	Closed

### **Warrior Food Court**

#### ***A&W & Sub Connection***

Monday – Thursday	11:00 AM – 11:00 PM
Friday – Saturday	Closed
Sunday	6:00 PM – 10:00 PM

Note: Meal plan dining dollars may be used in the Sanford Café, the A&W or Sub Connection in the Warrior Food Court, and at the Runway Café at the Aviation Campus.

- C. MEAL PLAN CHANGES** – The Student may change his/her assigned meal plan at any time during the drop/add period at the beginning of the semester.

## **XIII. MIDDLE GEORGIA COLLEGE STANDARDS**

Middle Georgia College reserves the right to refuse housing to any person who has demonstrated an unwillingness to abide by Middle Georgia College standards, policies and regulations, or who demonstrates behavior which is incompatible with the maintenance of good order and discipline to an educational environment in the residence halls.

#### **XIV. COURT COST/ATTORNEYS' FEES**

Student agrees to pay all court costs and reasonable attorneys' fees, whether or not court proceedings are necessary, that may be incurred in enforcement of Middle Georgia College Office of Residence Life's rights under this agreement.

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**SEE SIGNATURE BLOCK AND MAILING INSTRUCTIONS ON NEXT PAGE**

MIDDLE GEORGIA COLLEGE  
RESIDENCE HALL CONTRACT  
2012-2013  
SIGNATURE PAGE

This contract is being offered to you on the basis of your acceptance to Middle Georgia College and your completed Residence Hall Application. When the completed signature page of this Contract is received in the Office of Residence Life, it becomes a binding financial agreement – a contract between you and Middle Georgia College.

Your return of the completed signature page of this Contract confirms your acceptance of all terms and conditions of the Contract and your acknowledgement of the meningococcal information included on this page. As part of this contract you are obligated to pay all applicable fees to the Middle Georgia College Business Office by the fee deadline date set by the College and posted on the College’s website at [www.mgc.edu](http://www.mgc.edu).

Code Section 31-12-3.2 of Georgia State Law requires that all students living in campus housing to be informed of the risks and issues regarding Meningococcal disease. Therefore, I have chosen to either (a) receive a Meningococcal disease vaccination or (b) I have reviewed the information provided regarding Meningococcal disease available at [www.uhs.uga.edu/healthtopics/meningitis.html](http://www.uhs.uga.edu/healthtopics/meningitis.html). In any case, I have received the information about Meningococcal disease and am aware of the issues and concerns about this illness.

By my signature below I acknowledge that I have read and understand the terms and conditions of this contractual agreement. I understand that this agreement obligates me to reside in the residence hall for the entire academic year or remainder thereof, as applicable.

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Student Name (Print) MGC Student ID Number

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Student Signature Date

**(Required if under 18 years of age)**

PARENT, GUARDIAN, OR GUARANTOR – PLEASE SIGN BELOW IF STUDENT IS A MINOR:

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Print Name of Parent, Guardian, or Guarantor (If required)

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Signature of Parent, Guardian, or Guarantor (If required) Date

**This completed Signature Page should be submitted to address below along with the required \$200 reservation/damage deposit, made payable to Middle Georgia College, at least 35 calendar days prior to the first day of classes for the semester in which the Contract becomes effective. *The \$200 reservation/damage deposit is non-refundable for Contracts submitted after the 35 calendar day deadline. Submit to:***

**Office of Residence Life  
Middle Georgia College  
1100 Second Street, SE  
Cochran, GA 31014**