



# ABAC Housing Two-Semester Contract

## Student Life and Housing

ABAC 24 ~ 2802 Moore Hwy., Tifton, GA 31793

Phone: 229-391-5140 FAX 229-391-5141

Academic Year 2009-10

**PLEASE READ. WHEN CHECKING INTO YOUR HOUSING ASSIGNMENT, YOU WILL SIGN THE HOUSING CONTRACT IN THE PRESENCE OF HOUSING REPRESENTATIVE TO RECEIVE ROOM KEY. PLEASE REALIZE THIS IS OUR STANDARD TWO SEMESTER (FALL & SPRING) CONTRACT.**

**NOTE: Execution of this contract does not guarantee that space will be available in on-campus housing. Students for whom space is not available will be assigned to a waiting list and will be notified when space becomes available.**

This contract, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between Abraham Baldwin Agricultural College, herein identified as ABAC, and (Name of resident, please print): Last \_\_\_\_\_ First \_\_\_\_\_, Middle \_\_\_\_\_, hereinafter identified as Student.

### WITNESSETH

WHEREAS, in signing this contract the Student has made application for living accommodations, room and board included, in the College residence hall and whereas, the College has assigned such accommodations to the student in the College residence hall for the 2009-2010 academic term, unless otherwise stated, exempting Acts of God, Strike, Natural Disasters and/or occurrences not under the control of ABAC. Now therefore the College and Student agree as follows:

1. **Conditions of the Contract.** Student must be officially admitted and enrolled full time at ABAC to live on campus and must check out of Residence Hall within 24 hours if he/she withdraws from classes at ABAC. Student who drops below "full-time" during the academic year should not assume he/she will be released from obligations of the Contract. Student agrees to comply with terms and conditions contained in Contract, all ABAC rules regulating the conduct of Student, and any policies or regulations which may be adopted and/or published by ABAC during the term of the Contract.
2. **Freshmen Residency Requirement:** ABAC requires all new students to live on campus unless they meet one of the following criteria:
  - Living with and commuting daily from the legal residence of a parent, legal guardian, or grandparent within a 50-mile radius of Tifton
  - Married
  - Single parent
  - 21 years of age prior to September 1, of the academic year
  - Attended another college for a minimum of two semesters
3. **Term of Occupancy.** This contract is effective for a complete academic year (fall and spring semesters). The effective dates for the academic year are determined by the official ABAC calendar as published.
  - A. **Fall and Spring Semesters:** Student agrees to reside on campus for both fall and spring semesters, provided Student enrolls in ABAC for both terms. Fall housing fees are due and must be paid during the fee payment period at the beginning of fall semester. Spring housing fees are due and must be paid during the fee payment period at the beginning of spring semester.
  - B. If Student fails to enroll at ABAC spring semester of the contract period, he/she will be required to vacate his/her room but **will be liable for payment per section 14 of this housing contract.**  
**Initials**
  - C. **Other Circumstances:** Agreements entered into at any time after the beginning of fall term will continue in effect until the close of the effective dates under the same conditions as expressed in (A) and (B) above.
  - D. **Semester Break:** The residence hall is closed during the break between fall and spring semesters. Residents do not need to move their belongings out during the break; however, they are responsible for their own housing during the break. ABAC assumes no responsibility for theft, destruction or loss of money, valuables, or other property during this period. In addition, ABAC cannot supply storage for Student's personal belongings.
  - E. **Summer Semester:** Summer term is a separate contract period. Residents desiring housing during the summer term must complete an additional contract.
4. **Mandatory Meal Plan.** Student living on campus agrees to purchase a required meal plan. The fee for the plan is due and must be paid during the fee payment period at the beginning of fall term. Spring fees are due and must be paid during the fee payment period at the beginning of spring term.
  - A. **Special Dietary Needs.** Student participating in the mandatory meal plan who has medical conditions requiring special dietary consideration must provide appropriate medical documents to the Dining Hall Services.
  - B. Refunds or reduced rates based on dietary needs are not available.
  - C. Dining services are not available during holidays or breaks.
5. **Premise Assignments.** ABAC reserves the right to make all housing assignments and to make any changes or transfer at ABAC's discretion. Student also understands and agrees that:
  - A. ABAC does not make assignments based on ethnicity, religion, sexual preference, or national origin.
  - B. ABAC does not guarantee assignments to a particular room or building, type of accommodations, or specific roommate(s).
  - C. Student may not change accommodation without written authorization from ABAC. Administrative fees may be charged.
- D. ABAC housing may not be sublet, and only persons assigned by ABAC may reside on campus.
- E. Student shall use and occupy the room in ABAC housing to which he or she has been assigned exclusively as a residence for him/her.
- F. ABAC residence halls are drug, alcohol, tobacco free facilities. Smoking is permitted only in outside areas designated by ABAC. For additional information, see the *Guide to Residential Living*.
- G. Student agrees to accept accommodations assigned, including assignment to overflow housing.
6. **Furnishings.**
  - A. Suites and apartments will be furnished. Other furniture will be permitted in assigned living space provided furniture meets restriction guidelines. Furnishings cannot be removed from assignment location.
  - B. Deep freezers, mini refrigerators, water-filled furniture, and other heavy furniture or appliances are not permitted in any residence. ABAC Lakeside and Place reserve the right to remove any unauthorized or dangerous items.
7. **Utilities.** All utilities are provided at all assignment locations. Excessive usage fees will be charged.
8. **Telephone Access/Use.** ABAC will provide one telephone jack in each suite or apartment, but will not furnish telephone service. Only one telephone device may be attached to this jack. Student must contact local provider to arrange service and billing. ABAC assumes no liability for charges assessed to Student. Telephones for emergency use are located throughout the housing buildings.
9. **Right of Entry.** Student agrees to permit ABAC to inspect premises for purposes of inventory, fire protection, sanitation, safety, maintenance, and enforcement of ABAC rules in accordance with the search and entry procedures of ABAC as they now exist or may be hereafter amended during the term of this contract.
10. **Responsibility for Personal Property.** ABAC assumes no responsibility for theft, destruction, or loss of money, valuables, or other property belonging to, or in custody of, Student for any cause whatsoever, whether such losses occur in living spaces, vehicles, public areas, elsewhere in accommodation, or in baggage related to shipment. Student is encouraged to carry personal property insurance.
11. **Post Office.** Students living on campus may request a post office box on campus. See Post Office for details.
12. **Security Precautions.** Although security precautions are taken, ABAC does not assume any legal obligation to pay for injury to person (including death) or loss or damage to items of personal property which occurs in its buildings or on its grounds prior to, during, or subsequent to the period of this contract. Residents or their parents are encouraged to carry appropriate insurance to cover such losses. Student is responsible for taking or refraining from the following actions in the interests of safety and security of building residents:
  - A. **Fire Safety.** Student will not tamper with fire alarms, smoke detectors, extinguishers, hoses, or exit signs. Student will evacuate residence hall immediately upon sounding of an alarm or as otherwise directed by housing staff.
  - B. **Visitors.** Student agrees to the following conditions with regards to guests or visitors:
    1. Guests of the opposite gender are permitted to visit only during hours designated for such visitation and must adhere to all ABAC rules and policies regulating visitation.
    2. Student is responsible for insuring that security doors are locked when utilized to exit the building.
    3. For more information about visitation, see the *Guide to Residential Living*.

- C. **Keys.** Room keys are the property of ABAC and Student is not permitted to have duplicate keys made. Each resident is issued a key to his/her bedroom.
- D. **Soliciting.** No solicitation is permitted on ABAC Property. Student is required to notify ABAC Police at 229-391-5060.
- E. **Policies.** Students must adhere to all policies as stated in the *Guide to Residential Living*.

**13. General Regulations Pertaining to Community Welfare.**

Student agrees to read and abide by all rules and regulations as written in the *Guide to Residential Living*. Failure to comply will result in disciplinary sanctions, including fines, community service, or cancellation of the housing contract. **Cancellation resulting from rule violation does not release Student from full payment of contract fees.**

**14. Termination/Breach of the Contract.** This contract may be terminated/breached under the circumstances indicated below. Upon termination/breach of the contract, Student has 24 hours to vacate his/her space. Items left in the room after the 24-hour period will be removed.

- A. **Injury/Illness.** The Student may breach the contract because of injury or illness which renders the Student unable to attend classes for an extended length of time, and which meets the College's standards for medical withdrawal from ABAC through the Office of Student Development. A student with a medical condition which prevents return to school spring semester must provide the appropriate medical documentation on letterhead, signed by a physician who is not a family member or by a hospital official, to the Office of Student Life and Housing in order to request termination.
- B. **Military Service.** The Student may breach the contract because of military service. The Student must provide proper written documentation (the first two pages of Enlistment/Reenlistment Document, Armed Forces of the United States, DD Form 4/1 and DD Form 4/2) to the Office of Student Life and Housing.
- C. **Graduation.** The Student may breach the contract because of graduation from ABAC, if the Student does not return to ABAC or to one of the joint degree programs offered on the ABAC campus, for the following semester.
- D. **Non-returning.** If on the first day of spring semester classes, the returning Student does not occupy the assigned space by 9 AM or if notice of delay in arrival is not filed in writing with the Office of Student Life and Housing by 9 AM, ABAC reserves the right to assign that space to another student. The rights in this situation are reserved exclusively by ABAC and in no way release the student from the obligation to pay for a space in the residence hall. **Failure to notify Office of Student Life and Housing in writing by date below will result in full spring semester housing charges.**
  - 1. If the Student notifies the Office of Student Life and Housing in writing within two (2) business days following the posting of fall semester grades that he/she will breach the contract and will not return to ABAC housing for spring semester, Student will be responsible for payment of one-half (1/2) spring semester housing charge.
  - 2. Student who withdraws during fall semester and who does not plan to return to ABAC housing for spring semester must provide written notification within two (2) business days following the posting of fall semester grades. Student will be responsible for payment of one-half (1/2) spring semester housing charge.
- E. **Violation of Contract.** ABAC reserves the right to take possession of the room at any time for violation of the contract, residence hall policies and procedures, or ABAC Student Code of Conduct; for reasons of health and safety; or when the Student exhibits behavior which is incompatible with the maintenance of order and community in the residence halls. No refunds will be made. The rights in these situations are reserved exclusively by ABAC and in no way release the student from the obligation to fully pay for a space in the residence hall for the entire contract period.
- F. **Loss of Academic Eligibility.** If the Student is academically ineligible to attend ABAC spring semester because of Learning Support or academic suspension, the Student will breach his/her contract, and will be responsible for payment of one-half (1/2) spring semester housing charge. Student must notify Office of Student Life and Housing in writing by 9 AM on the first day of spring semester classes.
- G. **Disciplinary Suspension.** The Student will breach his/her contract upon disciplinary suspension from ABAC. The rights in this situation are reserved exclusively by ABAC and in no way release the Student from the obligation to fully pay for a space in the residence hall for the entire contract period.

Student understands termination/breach requirements.  
**Student Initials:** \_\_\_\_\_

**15. Refunds.** If refunds for charges are necessary, amounts will be based on refund deadlines as published in the current ABAC Catalog or other official ABAC publications except that:

- A. Refund of housing fees will be prorated if Student is forced to cease occupancy of assigned living space for medical reasons under the conditions outlined in section 14 of this housing contract.
- B. A resident who forfeits the privilege to live in on-campus housing and who is asked to vacate the room as a result of disciplinary action is not

eligible for a refund of contract fees or the reservation fee. In no way does this release the student from the obligation to pay for housing.

- C. A full or prorated refund of housing will be made in the event of Student's death.
- D. A resident who is required to change rooms for disciplinary reasons is not eligible for a refund of any room rate difference.

**16. Check-out Procedure.** Student agrees to comply with directions provided by ABAC regarding proper check-out procedures, including, but not limited to, the following:

- A. Student must check out in person and return key to ABAC housing. Improper check out fee will be charged if check out procedure is not followed.
- B. Student agrees to clean suite/apartment and remove all personal property. Student understands and agrees that all personal property remaining on premises will be removed and/or discarded. ABAC assumes no liability for personal property left on premises after Student has checked out. Student agrees to pay applicable charges related to cleaning and/or removal of personal property.

**17. Room and Public Area Damages.** Student will complete Room Inventory Form at time of check-in and will be held responsible for damages to his/her individual living space and to public areas consistent with the following criteria:

- A. Student is responsible for damage to living space and furnishings. Damages beyond ordinary wear and tear will be assessed to the responsible party.
- B. Furnishings cannot be removed from assigned accommodation or public area. Student(s) responsible for loss or removal of furniture will bear the cost of replacement.
- C. In the event that culpability for damage to public areas/furnishings cannot be attributed to specific individuals, all residents assigned to and responsible for the area will share the cost of replacement/repair.

**18. Consolidation:** If one or more of the occupants of a room move out, the remaining occupant(s) may be required to accept another roommate or move to another apartment if requested by the Student Life and Housing staff.

19. Prior to residing in campus housing during the current academic year, if a Student is assigned a room but decides not to take occupancy, he/she must notify the Office of Student Life and Housing at least two weeks before the start of classes. Failure to do so may result in housing charges. If on the first day of classes, the Student does not occupy the assigned space by 9 AM or if notice of delay in arrival is not filed in writing with the Office of Student Life and Housing by 9 AM, ABAC reserves the right to assign that space to another student.

**20. Entire Contract.** This contract and the other documents incorporated by reference contain all terms between the parties and may be amended only in writing. The below signed parties acknowledge that they have read, understood, and accept all the provisions of this agreement.

\_\_\_\_\_  
Signature of Applicant Date

\_\_\_\_\_  
ABAC ID #

\_\_\_\_\_  
Signature of Parent (If applicant is under 18 years of age)

\_\_\_\_\_  
College Contract Official Date

**THIS CONTRACT FOR PERMISSION TO LIVE IN  
 ABAC RESIDENCE HALLS AT  
 ABRAHAM BALDWIN AGRICULTURAL COLLEGE  
 IS FOR THE FULL ACADEMIC YEAR  
 OR REMAINING APPROPRIATE PORTION THEREOF.**

Abraham Baldwin Agricultural College is an equal opportunity, non racially identifiable, educational institution that does not discriminate against individuals with disabilities.

**Unofficial Copy for  
 Review**