IMPORTANT: This is our standard two-semester contract (Fall and Spring) that reserves a room for the entire 2014-2015 academic year. Except for those special conditions listed below in the contract, you will be responsible for the cost of the room for the entire two semesters. Provisions are available for early buy out. Note Section 14 in this contract for details.

PLEASE READ. WHEN CHECKING INTO YOUR HOUSING ASSIGNMENT, YOU WILL SIGN THE HOUSING CONTRACT IN THE PRESENCE OF HOUSING REPRESENTATIVE TO RECEIVE ROOM KEY & STUDENT ID.

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.

WITNESSETH

WHEREAS, in signing this contract the Student has completed 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 2014-2015 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 freshmen 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 travel distance of Tifton
   - Married
   - Single parent
   - 21 years of age prior to September 1, of the academic year
   - Earned 24 hours of collegiate level credit at another college or university.

3. Term of Occupancy. This contract is effective for a complete academic year (fall and spring semesters unless accepted into a 12-month room assignment prior to 1st day of Fall classes). 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 and will be liable for payment per section 14 of this housing contract. Billing will be sent electronically through their stallion email account and/or their home mailing address. Student Initials________

4. Mandatory Meal Plan. Student living on campus agrees to purchase a required meal plan, unless Student meets established criteria for exemption. 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. For additional information, see the Guide to Residential Living.
   G. Student agrees to accept accommodations assigned, including assignment to overflow housing.
   H. ABAC reserves the right to assign students to empty bed spaces as needed.

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/Internet. All utilities are provided at all assignment locations. Excessive usage fees will be charged. Piracy is not allowed. Wireless router are only allowed once permission is granted from Housing Office.

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. Mail Service. Students living on campus may request a mail box on campus. See ABAC Mail Center 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 that 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 utilizing 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. IDs. Students must wear IDs while on campus 7pm-7am (Monday-Thursday), 7pm Friday-7am Monday, and Holiday. Students may not loan their ID.
F. 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/breach of 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. If the student is 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 in 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 Residence Life and Housing in order to request termination. Medical conditions of family members do not qualify the student to breach the housing contract at no charge.

B. Military Service. The student may breach the contract because of military service. The student must provide proper 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 Residence 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 paying for full (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 and that all billing will be sent electronically by stallion email and/or to their home address. 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. 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, provided that no greater than 60% of the semester has been completed. Exceptions to the refund policy are:

A. 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.
B. A full or prorated refund of housing will be made in the event of Student’s death.
C. 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 checkout procedures, including, but not limited to, the following:

A. Student must check out in person or by express check-out and return key to ABAC housing. Improper check out fee will be charged if check out procedure is not followed.
B. Student unable 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 responsible for damage to living space and furnishings. Damages beyond ordinary wear and tear and any associated fines 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 residing in 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 Residence 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 Residence 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 Residence 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.