

2009-2010 ACADEMIC YEAR CONTRACT^{rev}
CLAYTON STATE UNIVERSITY HOUSING CONTRACT—LAKER HALL

CLAYTON STATE UNIVERSITY, OWNER
CAPSTONE ON-CAMPUS MANAGEMENT, LLC, MANAGEMENT AGENT

This Housing Contract ("Contract") is made effective _____ (Today's Date), by and between Clayton State University ("Licensor") and resident/student _____ ("Student"), with Social Security Number _____. This Contract does hereby license a portion of the premises ("Premises") identified as Unit _____ in the residential housing facility on the campus of Clayton State University ("School") located at 2000 Clayton State Boulevard ("Project"), pursuant to the terms and conditions of this Contract.

Licensor's Agent. Licensor has hired an agent as property manager of the Project (currently Capstone On-Campus Management, LLC) ("Agent") to conduct and handle all owner and/or licensor business at the Project for Licensor, as provided in this License Agreement. Such business includes, but is not limited to, resident issues, policies, procedures and collection of license fees. Whenever Licensor is referenced herein, Agent is authorized to act on Licensor's behalf in all respects. All rights granted to Agent herein are also granted to Licensor.

This Contract is for the FULL ACADEMIC YEAR (Fall semester and Spring semester), or one semester if entering Spring semester, and is for a living space, not a specific room. PLEASE NOTE: A Reservation Deposit must be paid upon submission of the Reservation Form. Students and their parents, guardians and/or guarantors are urged to read carefully the contents of this Contract BEFORE accepting.

THIS IS A LEGAL AND BINDING DOCUMENT WITH FINANCIAL OBLIGATIONS.
PLEASE READ CAREFULLY BEFORE SIGNING.

1. CONTRACT COMMITMENT

No term or condition of this Contract can be waived and no statement made by Clayton State University or its Agents is considered a waiver of any term or condition of the Contract, whether expressed or implied.

2. CONDITIONS AND TERMS OF THIS CONTRACT

- A. ELIGIBILITY AND APPLICATION - The Student, and (if required), his or her parent, guardian, or other guarantor, are hereafter referred to collectively as the "Student." Only students of Clayton State University who are registered for a minimum of twelve (12) credit hours shall be eligible for a housing space. Any student who withdraws or is involuntarily removed from school shall no longer be eligible for housing effective immediately upon withdrawal or removal and must move-out within twenty-four (24) hours after withdrawal. Exceptions to these criteria may be made at the discretion of the Associate Dean of Students or designee and will be in writing.
- B. NOTIFICATION - Clayton State University Housing Office will send notices/correspondence via the Student's CSU email account or the Student's permanent mailing address on file in the Registrar's Office. It is the Student's responsibility to notify the Clayton State University Registrar's Office and the Clayton State University Housing Office of any change in their permanent mailing address.
- C. The residence hall Schedule of Rates, all Clayton State University policies and procedures, Clayton State University Student Conduct Code and the Clayton State University Housing Office Community Guide are incorporated by reference herein and become part of this Contract. Clayton State University 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.
- D. Execution of this Contract does not guarantee that the Student will be assigned a space. A qualified Student for whom space is not available will be placed on a wait list and notified of his/her status. This Contract is for the above named student only.

3. DURATION OF CONTRACT

A. The effective beginning date of this Contract is for the following:

- Fall and Spring Semesters, on or about August 14, 2009 thru not later than May 11, 2010.
- Spring Semester Only, on or about January 08, 2010 thru no later than May 11, 2010.

This Contract terminates twenty-four (24) hours after the Student's last final exam, but not later than **the above indicated end dates**. The residence hall will remain open during semester/holiday breaks including Thanksgiving, Christmas and Spring Break, however Student will be required to indicate in advance if he/she will be staying in the

residence hall during certain break periods. Be advised that most on-campus services (such as dining halls and Health Services) and facilities are closed during holiday/semester breaks.

- B. This Contract is entered into between the undersigned Student and Clayton State University by and on behalf of The Board of Regents of the University System of Georgia for accommodations for the academic year.
- C. The Student is liable for all applicable rates and fees for the entire length of this Contract regardless of occupancy, subject to Section V and VI below.

4. DEPOSITS / RATES / PAYMENTS / REFUNDS / CANCELLATIONS

A. HOUSING RESERVATION DEPOSIT AND REFUND SCHEDULE

Clayton State Housing Reservation Deposit and Refund Schedule*					
Start Term:	Summer	Fall	Spring	Deposit Required	Deposit Refund %
By:	April 1	July 1	December 1	\$200	50%
After:	April 1	July 1	December 1	\$300	0%

**Refunds are not issued if a housing contract has been signed.*

B. DEPOSITS

- i. The reservation deposit serves as a combined room reservation, room damage, room clearance, and key deposit. When requested, refunds will be made according to the following conditions: 1) the student is denied admission or is academically dismissed, 2) the University is unable to provide campus housing, 3) the terms of the contract are fulfilled, the student has been officially checked out of the room by a residence hall staff member, and the student is cleared of responsibility for damage to the room or building. The deposit will be forfeited, wholly or in part, when the student: 1) is responsible for damage to the room or building, 2) fails to follow department checkout procedures, 3) terminates the contract after the established deadline.

C. RATES/PAYMENTS

- i. The undersigned Student agrees to pay Clayton State University \$2550 for housing during the each semester.
- ii. A meal plan purchase is required. The meal plan cost is \$1489 per semester. The total room and board cost per semester is \$4039. There are three meal plan options that consist of a combination of meals per week and Dining Dollars. Room and meal plan costs are charged directly to the resident’s university student account, and his/her available financial aid funds can be used to pay all or some of the costs.
- iii. Payments must be received on or before the published fee payment due dates of the University for the specified semester. Payment for Contracts issued after due dates are due within two (2) business days.
- iv. The undersigned Student understands that failure to satisfy his/her financial obligations may result in penalties, including, but not limited to course schedule and housing cancellation, the withholding of registration, late fees, and/or the refusal to issue transcripts or diploma. The Student understands and agrees that he/she shall reimburse Clayton State University for any and all costs incurred by Clayton State University (or any entity acting on Clayton State University’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 Clayton State University 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. REFUNDS

- i. Students who officially withdraw from the University qualify for a prorated refund of room fees as determined by the date of the official checkout of the residence hall. Refunds will be prorated on a daily basis. Students who vacate their assigned room during the semester without an official withdrawal or official residency release (approved termination) and students who withdraw and fail to officially check out of the room with the residence life staff will receive no refund of either housing fees or deposit.

5. UTILITIES AND SERVICES

- A. Students’ utility charges for electricity, water & sewer, internet, and cable TV shall be included in the Housing Fee. Electrical Conservation Caps: In order to promote responsible use of and conservation of electricity, Licensor has placed a cap on Licensor’s obligation to pay for electricity, in units in the amount of \$40 per Bedroom per month and water in units of \$10 per Bedroom per month. Any actual utility billings over this cap will be divided equally among Students living in the same apartment suite, and Student’s pro-rata share of such excess shall be billed to Student on a Quarterly basis, which Student hereby agrees to pay by the first of the next month. Student shall be jointly and severally liable

with Students living the same apartment suite to Licensor for such charges which shall be considered Additional Housing Fee.

- B. Failure to provide electricity, hot and cold water, heat and/or air conditioning, phone service, cable TV service or internet service shall not be a reason for reduction, abatement, or withholding of housing fee or other payments legally due. No housing 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.

6. REQUESTED EARLY CONTRACT TERMINATION BY STUDENT

- A. To make a request to terminate this Contract, the Student is required to complete a "Request to Terminate" form and submit the form in person at the University Housing Office. This form can be obtained on-line at <http://adminservices.clayton.edu/housing> or by contacting the University Housing Office at 678.466.4663 or via email at housing@clayton.edu.
- B. If making a request to terminate after the Contract is made effective, the Student is responsible for the full Housing Fee for the entire length of the Contract period. A Student desiring to terminate this Contract prior to the expiration of this Contract may do so without full penalty only for reasons listed in Section VI., B., i, below, **though cancellation fees will apply**. Submission of the "Request to Terminate" form does not release the Student from this Contract. The Student may be released from this Contract only by the following the procedures listed below in Section VI., B., i.
 - i.. A Student who requests early Contract termination for one of the following reasons may be charged a prorated amount of the Housing Fee: (1) Graduation, (2) Withdrawal from Clayton State University, (3) Active Military Duty, (4) Medical Withdrawal, (5) Clayton State University Required Internship or Study Abroad, (6) Academic Dismissal, or (7) Death of Student.
 - ii. Student must submit the "Request to Terminate" form at least thirty (30) days prior to the requested termination date. Documentation that fully supports and/or verifies the stated situation or circumstance that precipitates the need for the early termination of the Contract must also be provided with the "Request to Terminate" form. The Clayton State University Housing Office shall determine the sufficiency of the documentation presented. Otherwise, the Student will be responsible for the remainder of the Contract's Housing Fee.

7. CONTRACT TERMINATION BY CLAYTON STATE UNIVERSITY HOUSING OFFICE

- A. Clayton State University Housing Office may terminate this Contract and serve the Student with written notice to vacate the premises for the following reasons:
 - i. Failure to pay Housing Fee or any other housing charges when due. This will result in a "Hold" being placed on the Student's official transcript and will prevent subsequent registration at Clayton State University.
 - ii. Noncompliance with Clayton State Student Conduct Code, the rules and regulations of the residence halls, Federal, State, and local laws, or Georgia Board of Regents policies.
 - iii. Damage from fire, smoke, flood, or other causes making the room or apartment uninhabitable or unsafe.
 - iv. 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/apartment environment. Loud noise will include, but not be limited to, excessive volume of radio, musical instruments, televisions, stereos, other amplified sound equipment, voices, etc.
 - v.. Behavior which, in Clayton State University Housing Office's sole discretion, has a negative impact on the living and learning environment of the residence halls/apartments.
 - vi.. Malicious destruction of the residence hall/apartment suite furnishings and/or Clayton State University property.
 - vii.. Refusal to comply with the direction of Clayton State University Housing Office staff or their appointed agents, including Residence Life staff who are acting in accordance with their duties and responsibilities.
 - viii. False statements or misrepresentations made by the student in connection with this Contract.
 - ix. Clayton State University may terminate this Contract and take possession of any unit at any time for violation of the provisions contained herein or when it is in the best interest of Clayton State University Housing Office, Clayton State University, and/or the Student. No refunds will be granted to the Student in cases where the termination of the Contract is based upon disciplinary actions. The Student may be liable for the full Contract period rate (Academic Year/Two semesters).
- B. This Contract ends twenty-four (24) hours after the Student's last final exam of the Spring semester of the academic year for which the Student is living in the residence hall, unless otherwise provided.
- C. In addition, or as an alternative to terminating the Contract, the Clayton State University Housing Office reserves the right to pursue the disciplinary procedures specified in the Student Code of Conduct at Clayton State University and the Clayton State University Housing Office Community Guide for violations therein.

8. ASSIGNMENT PROCESS

- A. ROOM/APARTMENT ASSIGNMENT - Clayton State University Housing Office assignments are made without regard to race, creed, color, national origin, or sexual orientation. Assignment priority is based on date of receipt of the Housing Reservation Form and this Contract along with the required prepaid Reservation Deposit.
- B. ROOM/APARTMENT PREFERENCES - Assignment to a preferred room/apartment suite is contingent upon availability and is NOT GUARANTEED. If desired space is not available, the Student will be assigned any available living space. Contracts are not terminated if desired space or style is unavailable. Requests for roommates should be submitted mutually by both/all parties and are not guaranteed.
- C. CONSOLIDATION - Clayton State University Housing Office reserves the right to reassign students for the purpose of consolidation and to schedule unoccupied rooms for guests' usage throughout the year. Where there is a vacant space in an apartment suite, it must be maintained in a manner by the occupant(s) that will allow a student to move in immediately. Clayton State University Housing Office reserves the right to make temporary assignments and to assign or reassign accommodations for the benefit of Clayton State University, the Student, Clayton State University Housing Office, or a living unit. Clayton State University Housing Office reserves the right to assign students to temporary housing, such as converted study rooms or triples, in the event regular spaces are not available.
- D. ROOM/APARTMENT CHANGES – Voluntary room/apartment changes are made at the discretion of and require written authorization from the University Housing Office. No voluntary room changes will be made during the first two weeks or the final two weeks of any semester. Furthermore, there is a charge of \$150.00 for any unauthorized room change, and the Student will be required to return to their original assigned space.

9. ACCESS TO ROOM/APARTMENT

- A. Clayton State University shall at all times during the term of this Contract retain legal ownership and ultimate possession and control of the Student's room/apartment suite and/or Clayton State University property assigned to such room/apartment suite. Clayton State University Housing Office reserves the right to maintain and preserve the residence hall/apartment suites/rooms. The Student hereby agrees that Housing staff and personnel and/or Clayton State University Facilities personnel may enter the Student's room/apartment suite at any reasonable time for safety inspection, maintenance, cleaning, inventories, epidemic or emergency, to claim Clayton State University property, pest control, occupancy verification and/or general repair. The Student hereby authorizes Clayton State University Housing Office personnel or their authorized agents to allow access to the Student's room/apartment suite when access is requested by any law enforcement officer possessing a valid search or arrest warrant. Clayton State University Housing Office reserves the right to remove, hold in storage, and/or confiscate any items deemed hazardous to the building or its occupants (i.e., explosives, firearms, alcohol, chemicals, open flame burning items, hunting bows, weapons, etc.).
- B. OFFICIAL CHECK OUT – A Student is not officially checked out of the residence hall/apartment suite until all of the following occur: (1) The Student has removed all personal property from the premises; (2) the room/apartment suite has been cleaned by the Student; and (3) the proper check out records and keys have been returned to Clayton State University Housing Office Staff. Failure to meet the scheduled check out time or appointment will result in a \$75.00 minimum late check-out fee, with an additional \$25.00 per hour not to exceed \$250.00, unless prior written approval has been given by the University Housing Office. The Student is liable for all housing charges, regardless of occupancy, until the day the Student properly checks out with an authorized official of Clayton State University Housing Office. A "Hold" (prohibiting registration, transcript issuance, etc.) will be placed against the Student who moves out of the residence halls or apartments prior to the completion of the terms of the Contract period, unless the Student has received written approval of a "Request to Terminate." The "Hold" will remain in force until all terms and conditions of this Contract are met.

10. INSURANCE RESPONSIBILITY

Clayton State University, its officers, employees or agents are not responsible for the loss, damage, or destruction of the Student's personal property. Although precautions are taken to maintain adequate security and maintenance, Clayton State University its officers, employees or agents do 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. The Student is strongly encouraged to purchase and maintain appropriate rental insurance, or confirm that their family homeowner's policy will cover such possible losses. If insurance coverage is desired, it is the Student's responsibility to acquire such coverage.

The undersigned acknowledges that the insurance carried by Laker Hall, Clayton State University and/or Capstone On-Campus Management, LLC does not cover damage to Students' personal property, regardless of the cause, and further acknowledges that Students are strongly encouraged to obtain Renters Insurance. Renters insurance purchased by the Student may provide coverage against physical losses of property, in addition to providing temporary housing accommodations, and protection against personal loss.

11. STUDENT RESPONSIBILITIES

Violations of any of the following provisions may result in fines, sanctions, probation, termination, suspension from Clayton State University Housing Office, or any combination of the above.

- A. **DAMAGES** – (1) The Student is individually responsible for the cost of cleaning, replacement or repair of any breakage or damage within his or her room/apartment suite. (2) The Student is jointly responsible for the cost of replacement or repair of any breakage or damage in the common areas within his or her assigned hall/wing or apartment suite. Charges will be equally assessed upon each member of the assigned room, hall/wing, or apartment in which the Student resides in the event the responsible person remains anonymous (collective liability). (3) The Student is responsible for the condition of the room/apartment suite and all furnishings which are assigned to him/her and to his/her roommate(s) and shall reimburse Clayton State University for all damages to or loss of these furnishings. (4) Pets are prohibited in or around the residence hall. This also applies to visiting pets. This prohibition does not apply to students or their guests with documented disabilities who use individually-trained service animals to do work or perform tasks for the benefit of the individuals with disabilities. (5) Residents of the residence hall/apartment suites may also be assessed the expense (minimum charge of \$25.00) of the repair or replacement of any property in public areas judged damaged by residents or their guests in a given room/apartment. (6) The Student is responsible for maintaining the cleanliness of his/her room/apartment. Charges for damages and/or cleaning shall be assessed against the Student's registration/graduation and/or the issuance of a transcript.
- B. **ALTERATIONS** - No changes will be made in the residence hall/apartment suites by the Student without written permission from the Clayton State University Housing Office. 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 Clayton State University furniture and its replacement with items owned by the Student.
- C. Student shall not use or store in Student's room, storage area or common area any of the following:
 - i. 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, gasoline driven vehicles of any kind, vehicle parts, heavy repair equipment or accessories to any vehicle or engine parts.
 - ii. Electrical items other than clocks, radios, stereo equipment, televisions, computers, or other low-wattage appliances. Microwave ovens must use less than 10 amps of power. Mini-refrigerators must be 4.5 cubic feet or smaller.
 - iii. Outside television or radio antennas or satellite dishes.
 - iv. Waterbeds or water-filled furniture.
 - v. Motorcycles of any type.
 - vi. Neon signs.
 - vii. Open flame-burning, or exposed heated-coil appliances.
 - viii. Halogen-torchiere lamps.
 - ix. Air-conditioning units.
- D. The Student's room/apartment shall not be used for commercial or solicitation purposes.
- E. The Student's room/apartment shall not be sublet.
- F. Furniture or plants from common areas, lounges and study areas are not allowed in the Student's room/apartment suite.
- G. The Student is prohibited from tampering with any Clayton State University locks, or installing new or additional locks or deadbolts. The Student shall not alter or duplicate any residence hall, room/apartment suite, or exterior door keys. Any Student in possession of any duplicated keys will be charged for re-keying the room/apartment suite or exterior doors and may face disciplinary and/or criminal charges.
- H. Clayton State University policies and regulations and Georgia State law prohibit gambling or illegal drugs in the residence hall.
- I. The Student is prohibited from having any animals of any type in the residence hall/apartment suites or adjacent grounds, with the sole exception of harmless aquatic fish in aquariums of 10 gallons or less. This prohibition does not apply to Students or their guests with documented disabilities who use individually-trained service animals to do work or perform tasks for the benefit of the individuals with disabilities
- J. The Student is responsible at all times for all activities in his or her assigned room/apartment suite in accordance with this Contract, Clayton State University and housing policies, and applicable federal, state, and local laws.
- K. The Student shall not threaten, disturb, annoy, harass, or interfere with any Clayton State University staff in performance of their duties and responsibilities.
- L. The 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 Clayton State University Police, Office of Student Conduct, and/or local law enforcement agencies for possible disciplinary action/criminal charges.
- M. Clayton State University's residence hall is smoke-free. All rooms/apartment suites and common area spaces in Clayton State University's residence hall, including hallways, lounges, lobbies, stairwells, dining rooms and snack bars are smoke-free environments. In addition, smokers are expected to remain at least 30 ft. from building entrances while smoking, such that second-hand smoke does not interfere with access or the rights of others. Smokers are also to

dispose of cigarette and cigar butts appropriately in provided containers. Littering of cigarette butts is not acceptable. See also University Policy on Smoking.

N. Alcoholic beverages are strictly prohibited in the residence hall, regardless of the Student's age.

12. STUDENT NONCOMPLIANCE

In the event the Student fails to comply with any of the Terms and Conditions of this Contract, Clayton State University Housing Office may take the following actions against the Student:

- A. Cancel this Contract without notice.
- B. Serve notice to vacate the premises pursuant to applicable Clayton State University policies and state laws.
- C. Take action to recover the cost of damage caused by the Student and/or his or her guest(s).
- D. Utilize any and all available remedies, including equitable and legal, judicial and/or administrative relief.

13. VISITATION POLICY

Clayton State University's Housing Office promotes a safe and secure environment that is conducive to academic success and overall wellness. The Visitation Policy of the Housing Office encourages responsible decision-making by members of the community and recognizes students' rights and responsibilities, as well as the role of the University in fostering student development.

A guest is considered any person who is not a current resident of the residence hall.

- o All guests must be signed-in and signed-out at the Community Desk. An overnight guest is considered any guest who is not signed-out by Midnight, or is signed-in between the hours of Midnight and 8:00 AM.
- o All guests must have a valid photo identification card, such as a Laker Card, a state-issued Driver's License, or state-issued Identification card.
- o Guests under the age of 16 are not permitted in the facility, unless accompanied by a parent or guardian, and may not stay overnight at any time, without prior permission from the Housing Office. The residence hall does not provide family living or accommodations for spouses or children.
- o The resident who signed in the guest is considered the host, and, as such, must escort his/her guest AT ALL TIMES while in the residence hall. Residents will be held judicially and financially responsible for the actions of their guests and are responsible for informing their guests of all Residence Hall and University policies. Guests who violate University/housing policies may be arrested and criminally trespassed.
- o Each resident is permitted to host two (2) guests at one time. However, the total number of people in an apartment suite should not exceed twelve (12) people, even if the additional people are residents of the building.
- o Residents are responsible for ensuring that their guest has parked in designated guest parking areas.

The Housing Office allows 24-hour visitation, but cohabitation is strictly prohibited.

- o A resident may host a guest(s) in his/her apartment/room with agreement from the other roommates. An overnight guest is considered any guest who is not signed-out by Midnight, or is signed-in between the hours of Midnight and 8:00 AM.
- o A resident or guest may not use the bedroom or bathroom of another resident without his/her prior consent.
- o At no time should any resident provide entrance to the residence hall or his/her apartment/room to someone who is not their guest. In addition, a host resident should not provide an unescorted guest with access to the residence hall or his/her apartment/room. (i.e., lending/copying a key or access card).
- o Residents may have overnight guests (guest staying after Midnight) for up to two (2) nights in a seven-day period. A resident may not have more than two (2) overnight guests at the same time. A guest may not stay more than two (2) consecutive nights. An individual guest is limited to six (6) overnight stays per semester, regardless of the resident that the guest is visiting. (Example: Jane is a guest, and she has three overnight stays with Suzy and three overnight stays with Sally. Jane cannot not be an overnight guest for the rest of the semester, as she has used her maximum number of overnight stays for the semester.)
- o Guests may not sleep in lounges or public areas. In addition, guests should not sleep in common areas of the apartment suite without permission from all roommates.

Violation of the Visitation Policy may result in disciplinary action. Depending upon the severity and/or frequency of the violation(s), sanctions may range from formal warnings and/or educational sanctions up to and including suspension of visitation privileges and/or termination of housing contract.

14. MEAL PLANS

Meal plans are required for ALL students living on campus in Clayton State's Laker Hall. Student hereby acknowledges and agrees to participate in one of the meal plans required by Clayton State University based on his/her residency status during

the term of this Contract.

Meal Plan Options (please select one):

_____ Platinum (Unlimited Meals per week and \$50 Dining Dollars)

_____ Gold (14 Meals per week and \$250 Dining Dollars)

_____ Silver (10 Meals per week and \$400 Dining Dollars)

For more information about meal plans and Dining Dollars, see the Meal Plan insert with this contract or visit us online at: <http://adminservices.clayton.edu/housing/mealplan.htm>.

Meal Plan Cost and Payment:

For the 2009/2010 academic year, the meal plan options above are each \$1,489.00 per semester and will be billed directly to your student account. Meal plan rates incorporated into this Contract are on a per-semester basis and are effective for the full academic year. Meal plan payments are due on the same schedule as that semester's Housing Fee payment.

Meal Plan Service Days:

Meal plan pricing is based on 112 days of meal service per semester including both full and partial service days. The first meal served each semester will be dinner on the first day of move-in; the last meal served each semester will be lunch on the last day of final exams. No meals will be served during Labor Day weekend, Thanksgiving break, Spring Break, or official campus holidays. Reduced service hours may apply on days when there are no classes but the University is open. A complete list of partial service days and days of Dining Hall closures will be provided on move-in day for each semester.

Meal Plan Use:

Meal plans are to be used only by the student purchasing the plan. Meals plans are not transferable and cannot be shared with another student. The meal plan week runs from Friday through Thursday. Gold and Silver plans are limited to one visit per meal period (see Meal Plan insert with this contract for Breakfast, Lunch, and Dinner meal period times), and weekly limits reset each Friday.

Meal Plan Changes:

IF STUDENT DOES NOT INDICATE A MEAL PLAN ABOVE, STUDENT WILL BE ASSIGNED THE UNLIMITED "PLATINUM" MEAL PLAN. Students may contact the Housing Office up to three days prior to move-in day to change their meal plan at no charge. No meal plan changes will be allowed from three days prior to move-in through the first week of classes each semester. Meal plan changes will be allowed during the second and third weeks of each semester by visiting the LakerCard Center. The first meal plan change request is free. Subsequent meal plan changes during this time period will be assessed a \$25.00 fee payable at the time of the request (this fee cannot be billed to the student account). Plan changes will be effective by 8:00am the day following the change request. No meal plan changes will be accepted after Friday of the third week of classes each semester.

Meal Plan Refunds:

There are no refunds for missed meals. Meal plan refunds for students receiving an authorization to move out of Laker Hall will be issued up to the 60% point of the term for which the meal plan was purchased. Refunds will be processed as follows:

- The Dining Dollars portion of the meal plan will not be refunded. Any unused Dining Dollars will remain on the LakerCard for use by the student. Unused Dining Dollars cannot be transferred to another student.
- After Dining Dollars are deducted from the meal plan price, the remaining balance will be pro-rated on a weekly basis up to the 60% point of the term. After the 60% point of the term, there will be no meal plan refunds issued (unused Dining Dollars at that point will remain available on the LakerCard).

Students removed from Laker Hall for disciplinary reasons will receive no refund for the unused portion of their meal plan and Dining Dollars will be forfeited.

Dining Dollars:

Dining Dollars are tax-exempt funds designed for use exclusively at Dining locations across campus. Dining Dollars cannot be used at vending machines. Unused Dining Dollars from fall semester will be moved forward to spring semester and be added to the Dining Dollars for the spring semester meal plan. Any unused Dining Dollars at the end of the spring semester will not move forward to the next semester and will be forfeited.

15. MODIFICATION/COLLECTION EXPENSES

Clayton State University reserves the right to increase Housing Fee rates upon 30 days written notice to the Student. Any collection costs incurred by Clayton State University Housing Office in closing Student's account will be assessed to the Student and will become part of the Student's total financial obligation to Clayton State University. If the Student's account is not satisfied within four weeks of the last day of occupancy, the Student's account will be sent to Collections.

16. CLAYTON STATE UNIVERSITY STANDARDS

- A. Clayton State University Housing Office reserves the right to refuse housing to any Student who has demonstrated an unwillingness to abide by Clayton State University standards, policies and regulations, or who demonstrates behavior which is incompatible with the maintenance of order and propriety to an educational environment in the residence halls or apartments.
- B. Clayton State University Housing Office may terminate this Contract and take possession, within 24 hours of termination, of any living unit at any time for violation of any of the provisions of this Contract. Personal property will be removed, inventoried, and stored up to 30 days. If the Student fails to claim or take possession thereof, it will be deemed abandoned and may be donated to a local charity. Neither Clayton State University Housing Office nor its appointed agents bear any liability for damage to property involuntarily removed.

17. PHOTOGRAPH RELEASE

The Student gives permission to Clayton State University Housing, and Capstone On-Campus Management, LLC and their affiliates, to use any photograph or photographic images taken of Student while participating in Laker Hall sponsored events, or while in any public spaces, grounds, or offices, of Laker Hall. It is agreed that the use of Student's photograph or photographic image shall in no way be used in any other forum other than for legitimate business purposes. Student grants Clayton State University, Capstone On-Campus Management, LLC and their affiliates, or any authorized agent of Laker Hall, those acting with its authority and permissions, the irrevocable and unrestricted right and permission to copyright, in its own name or otherwise, and use, re-use, publish, or re-publish photographic portraits or pictures of Student or in which Student may be included, in whole or in part, or composite or distorted in character or form, without restriction as to changes or alterations, in conjunction with Student's own or a fictitious name, or reproductions thereof in color or otherwise, made through any medium, and in any and all media now, or hereafter known for illustration, promotion, art, editorial, advertising, trade, or any other purpose whatsoever. Student consents to the use of any printed matter in conjunction therewith. Student waives any right that Student may have to inspect or approve the finished product and the advertising copy or other matter that may be used in connection therewith or the use to which it may be applied. Student releases, discharges, and agrees to permission or authority or those for whom acting from any liability by virtue of any blurring, distortion, alterations, optical illusion, or use in composite form, whether intentional or otherwise, that may occur or be produced in the taking of said picture or in any subsequent processing thereof, as well as any publication thereof, including without limitation any claims for libel or invasion of privacy. Student releases, acquits, and forever discharges Clayton State University and/or any authorized agent, its officers, employees, or attorneys, representatives, insurers and assigns, from any and all demands, causes of action and/or judgments of whatever nature of character, past or future, known or unknown, whether in contract or in tort, whether for personal injuries, property damage, payments, fees, expenses, accounts receivable, credits, refunds, or any other monies due or to become due, or damages of any kind or nature and whether arising from common law or statute, arising out of, in any way, the use of Student's photograph or photographic image.

18. PACKAGE RELEASE

Student authorizes Housing Staff to accept packages, parcels, and deliveries as Student's agent. Student understands and acknowledges that packages, parcels, and deliveries accepted by Housing Staff may not be kept in a locked or otherwise secured area and that any perishable packages, parcels, and deliveries may not be stored in a climate-controlled environment. Student agrees to hold Clayton State University, and Capstone On-Campus Management, LLC and its affiliates free from liability or responsibility for packages, parcels, or deliveries should they be lost, damaged, or otherwise harmed. Further, Student understands that if Student fails to claim such packages, parcels, or deliveries, within seven (7) days, they will be returned to the sender or destroyed.

19. ACKNOWLEDGEMENT OF PROPER MOLD PROCEDURES

Student agrees to take reasonable steps in order to prevent or minimize the growth of mold and mildew within the unit. To prevent or minimize the occurrence and growth of mold in the unit, Student:

- A. Shall (a) remove any visible moisture accumulation in or on the unit, including walls, windows, floors, ceilings, and bathroom fixtures, (b) mop up spills and thoroughly dry affected areas as soon as possible after occurrence, and (c) keep climate and moisture in the unit at reasonable levels.

- B. Shall clean and dust the unit regularly, and shall keep the unit, particularly the kitchen and bathroom, clean and dry.
- C. Shall promptly notify Housing Staff in writing of the presence of any of the following conditions: (a) a water leak, excessive moisture, or standing water inside the unit or an Common Areas, (b) mold or mildew growth in or on the unit that persists, (c) a malfunction in any part of the heating, air-conditioning, or ventilation system in the unit.
- D. Shall be liable to Clayton State University for damages sustained to the unit or to others' person or property as a result of my failure to comply with the terms above.

20. COST/FEES

The 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 Clayton State University Housing Office's rights under this Contract.

21. PERMISSION

The Student grants permission to Clayton State University Housing Office or its appointed agents to contact at any time the Parent/Guardian/Guarantor regarding any issue related to Student's occupancy of the Premises. If applicable, the Student grants permission to Clayton State University Housing Office or its appointed agents to request and receive information from Clayton State University and for the University to release information including, but not limited to, GPA, judicial/disciplinary status or history, payment status or history, enrollment status and history, eligibility for housing, and financial aid eligibility/disbursement.

22. INDEMNIFICATION

Student, for himself/herself, and his/her representatives, heirs, assigns and successors releases Clayton State University (Licensor) and Capstone On-Campus Management, LLC (Agent) and its affiliates, officers, directors, shareholders, employees and agents thereof (hereinafter the "Indemnified Parties") from liability for and agrees to indemnify the Indemnified Parties against all losses incurred by the Indemnified Parties as a result of (a) Student's failure to fulfill any condition of this Housing Contract; (b) any and all liability for injury or loss relating to Student's use and occupancy of the bedroom, apartment suite, or residence hall; (c) any damage or injury happening in or about the bedroom, apartment suite, or residence hall to Student's guests, licensees, invitees, or such person's property; and (d) Student's failure to comply with any applicable laws, rules or regulations.

23. STATE LAW

The law governing this Housing Contract is the law of the State of Georgia.

BY SIGNING AND ACCEPTING BELOW, YOU ACKNOWLEDGE THAT YOU HAVE READ AND AGREE TO THE FULL TERMS AND CONDITIONS OF THIS CONTRACT.

STUDENT

By: _____
(Signature)

(Print Name)

(Date)

LICENSOR (or its Agent):

By: _____

CAPSTONE ON-CAMPUS MANAGEMENT, LLC

STUDENT'S PARENT/LEGAL GUARDIAN (in the event Student is under 18 years of age):

(Signature)

(Print Name and Address)