

## **EMORY UNIVERSITY**

### **Undergraduate Housing Agreement: OXFORD COLLEGE 2018-2019**

This is an Agreement between the individual student (and, if the student is a minor, his or her parent or guardian) and Emory University through Oxford College. It is for the regular academic year, exclusive of any summer term, and entitles the student to the use of assigned University housing only in such manner as set forth herein and in accordance with regulations of the University. It does not constitute a commitment of admission to or continuance at the University. This Agreement does not constitute a lease and no estate, tenancy or any other interest in property is conveyed to the Student hereby, nor is any usufruct granted to the Student hereunder. Rather it is the parties' intent that this Agreement constitutes an interim revocable license agreement between Emory, as licensor, and Student, as licensee.

In the event that Student violates any of the terms or conditions of this license, or of any applicable University rule, regulation or policy, or if the Student engages in conduct that Oxford, in its sole discretion, determines is significantly disruptive or poses a threat to the health, safety or general wellbeing of himself/herself or others and/or to property, then Oxford may immediately cancel and revoke this license Agreement and remove the Student and his/her property from the residence hall, as well as make any other appropriate referrals for disciplinary action and/or take any other appropriate legal action. This Agreement can be terminated by students only under the conditions specified herein. Please note that under Term no. 3 below (Cancellation), there are no exceptions to the Cancellation policy for any other reasons, for example: financial aid need, desire to commute from home, medical reasons (excluding disabilities), uncertainty of housing assignment due to wait-list status, delay in receiving a housing assignment, transfer status, lack of understanding that the Agreement is "binding," changing circumstances or opinions about housing, or special hall or room-type request (e.g., single room), and so forth. If you sign this Agreement, you are committed to the Terms and Conditions as stated for the duration of the regular academic year. Students and their parents or guardians are urged to read carefully the Terms and Conditions of this Agreement.

### **TERMS AND CONDITIONS**

Oxford College is a residential campus where students are required to live on campus. Some students can petition to be exempt from this policy and to live with parents or guardians. All petitions to commute to campus must be submitted to the Director of Residential Education and Services (or designee) by July 15 for fall semester or December 1 for spring semester (see further Commuter Policy).

#### **1. AGREEMENT PERIOD & PAYMENT**

A. This Agreement, unless otherwise provided, shall be binding for the 2018-2019 academic year and does not include any summer term. If at any time the student ceases to be enrolled in the University, this Agreement shall automatically and immediately terminate. By execution of this Agreement, the student (and parent or guardian if student is a minor) agrees to pay the University, by semester, the applicable rates for the assigned space in accordance with the Schedule of Housing Charges maintained in Residential Education and Services.

B. An interest charge of 1.5% will be imposed on amounts not paid within 30 days of the due date per college policy.

C. All residents of undergraduate housing are required to participate in a Campus Dining Plan, the fee for which is set by the University. Please consult [www.emory.edu/oxford/oxforddining](http://www.emory.edu/oxford/oxforddining) for more information.

D. Students who intend to maintain and park a vehicle on campus shall be required to properly register the vehicle in accordance with and thereafter adhere to all policies and parking fees as outlined by the College.

## **2. ROOM RESERVATION**

All students requesting campus housing must submit a completed application form and a signed Housing Agreement. Returning residents must renew their applications for housing each year. Returning students who do not renew their application and reserve their space by the date determined by Residential Education and Services will lose their priority for housing assignment and be assigned a space by the Residential Education & Services staff. This includes the associated charge for housing.

## **3. CANCELLATION OF AGREEMENT**

A. Except as hereinafter provided, cancellation or termination of this Agreement will result in a \$200 cancellation fee and incurrence of the entire year's rent.

Exceptions:

- Students who cease enrollment during the term of this Agreement must vacate their rooms within forty-eight hours (48) hours (unless otherwise stated by Residential Education and Services) and will be prorated their room cost up to the fifth week of the semester. Cancellations that occur after the fifth week of the semester are not eligible for any refund of housing fees;
- Students in an Emory-approved Study Abroad program will be allowed a cancellation of the Undergraduate Housing Agreement commencing at the start of their participation in a Study Abroad program. Thus, students studying abroad for fall semester 2018 will need to reapply for housing for spring semester 2019;
- Students who are denied housing due to lack of available rooms;
- When, in the sole discretion of the Director of Residential Education and Services, the housing needs of the University are such that cancellation of this Agreement will not result in a campus vacancy, a student may be permitted to cancel this Agreement through an appeal process but will be charged a \$200 cancellation fee. Requests for such cancellation must be submitted in writing to the Director of Residential Education and Services. Decisions will be communicated to the student in writing. It should be noted that it is rare for students to have their Agreement canceled under this exception.
- Subject to 3. C. below, students who are excluded from housing either by Residential Education and Services as described in 3. B. below or as a sanction for a violation of the Oxford College Code of Conduct will not have their rent or the meal charge prorated, but will be assessed the entire rental and meal charge amount due for the semester in which exclusion occurs.

B. Students who have been placed on a waiting list or in interim housing by Residential Education and Services will be bound by all terms of this Agreement and incurrence of the entire year's rent.

C. Refund for first-time Oxford College students who are Federal Title IV aid recipients will be prorated in accordance with the Higher Education Amendment of 1992 and any related regulations.

#### **4. HOUSING REFUND SCHEDULE**

Refund of housing fees is only partial and decreases progressively based on the date that a student ceases to be enrolled. The schedule of forfeitures for housing fees is consistent with the college tuition refund policy. [Refund Schedule](#)

#### **5. OCCUPANCY**

A. Rooms may be occupied and vacated only in accordance with the schedules published by Residential Education and Services (RES). Students are required to occupy their rooms by 5:00 p.m. on the date designated by RES. If they fail to occupy their rooms by the designated time, they will continue to be bound by this Agreement, can expect to lose their room assignment, and will be reassigned unless prior notification for late occupancy has been made in writing to Residential Education and Services. Note: Failure to occupy a room does not excuse a student from the terms of this Agreement.

B. All campus housing is closed during the Thanksgiving recess, interim break period between semesters and during Spring Break. Closing and Openings schedules will be posted prior to each break.

C. All non-graduating students are required to vacate their residence hall space no later than 24 hours after their last examination in the final exam period for the fall and spring semesters or by the stated deadline on the day following the end of the final exam period in the fall and spring semester, whichever comes first.

#### **6. ROOM ASSIGNMENT, CHANGES & TERMINATION**

A. Room assignments are made without regard to race, age, color, religion, disability, sexual orientation, veteran's status, or national origin. An attempt will be made to honor mutual roommate requests but they are not guaranteed.

B. Housing assignment information is available to students via their *MyHousing* account page. Students should consider the information on this page to be their primary source for accurate housing information.

C. Assignment of available space is made at the sole discretion of the College. Residential Education and Services reserves the right to assign applicants and students to available space and, in its sole discretion, change such assignment at any time throughout the term of this agreement. Residential Education and Services also reserves the right to change an assignment or terminate the privilege of housing for anyone who: (1) in the opinion of the Director of Residential Education and Services (or designee), has demonstrated behavior that significantly disrupts or poses a danger to the residence hall environment or (2) has received such a sanction through the conduct process.

D. The College reserves the right to assign students to interim accommodations in the event that regular rooms are not available. Students who accept an interim assignment do so with the understanding that they may be given short notice to relocate to a permanent or other interim space. Failure to relocate in the time allotted by the Office of Residential Education and Services may result in the loss of the assignment.

E. The College reserves the right to reassign any resident of housing. Typically, this occurs when a room is not full to occupancy. If an empty bed space exists within a room, the resident may be consolidated with another person into another room with an empty bed space. Consolidation exists to keep as many rooms available as possible in order to grant the Office of Residential Education and Services the ability to provide housing to all students and accommodate assignment changes as circumstances dictate.

F. If a vacancy occurs in a room, the remaining student(s) will accept an assigned roommate or move to another room upon notification by the College. The remaining student(s) may request permission to maintain the room below designated occupancy. The College, in its sole discretion, may grant or deny such request but if granted, it will be conditioned upon requiring a charge above the current room rate, prorated for the remainder of the semester. Where there is a vacancy, the room must be maintained by the occupant(s) in a manner that will allow another student to move in immediately.

G. Students may submit requests for room changes through procedures outlined on the RES website. Students who move out of, into, or within College housing without proper authorization are subject to disciplinary action and sanctions and applicable fines and termination of this Agreement with a \$200 cancellation fee and incurrence of the entire year's rent.

H. Room type designations (double, triple, single, super-single) are set in advance and may not be changed without express written consent thereto by Residential Education and Services.

## **7. MEDICALLY RELATED NEEDS/DISABILITIES**

Students who have medical needs or disabilities that may affect their assignments or accommodations must contact and register with the [Office of Accessibility Services \(OAS\)](#). Accommodations may be approved based on receipt of appropriate documentation as outlined by the OAS. Consultation may take place with Student Health and/or the Oxford Counseling Center.

## **8. PROHIBITION OF ASSIGNMENT**

This Agreement may not be transferred or assigned to another person. Assigned space may not be sublet. Any transfer in violation of this prohibition shall be automatically null and void.

## **9. RESPONSIBILITY FOR PERSONAL PROPERTY**

A. The College does not assume responsibility for loss of or damage to articles of personal property that occurs in its buildings or on its grounds no matter how caused. Students or their parents are encouraged to carry appropriate insurance to cover such losses.

B. Students are required to remove all personal property upon withdrawal from the College or at the end of the Agreement period. Students agree that any personal property left in the room or premises after that time will become the property of the College, and the College may use, sell, discard, or otherwise dispose of such items at its discretion. Students will be held responsible for any costs or expenses associated with the removal and disposition of remaining personal property.

## **10. RESPONSIBILITY FOR THE ROOM**

A. Each resident is responsible for the condition of the assigned room and shall reimburse the College for all damage to the room, including but not limited to, the interior and exterior of any doors providing ingress or egress to or within the room, as well as damage to or loss of fixtures, furnishings, or

properties furnished under the Agreement. The College shall have the right to bill a student account for such damage, loss, or cleaning charges. Resident acknowledges and understands that (a) the assigned space is located in a climate in which temperatures, humidity, and other naturally occurring conditions normally allow the growth of mold and mildew in locations where dampness or moisture are present; and (b) upon moving into the assigned space, resident will have control over and knowledge concerning conditions in the interior of the assigned space. Therefore, resident agrees to:

- Set thermostats to provide appropriate climate control.
- Maintain the assigned space in a clean condition by vacuuming, or wiping hard surfaces with a household cleaner.
- Remove visible moisture or condensation on floors, walls, windows, ceilings and other surfaces promptly.
- Take other measures as may be necessary to prevent mold and mildew from accumulating in the assigned space (including without limitation reporting immediately to the College any evidence of water leaks or mold or mildew-like growth).

B. Removal of College furniture from student rooms is prohibited without written consent from Residential Education and Services. No alterations are to be made to the furniture or fixtures provided by the College and no construction or alteration of any type (including, but not limited to, lofts) may take place within a room without the express written consent thereto by the College. Additional furnishings brought into the room must be freestanding and clear of all existing fixtures, furniture, or walls.

C. Each resident will be required to verify the information contained in the Room Condition Report within 7 business days after occupancy and submit it to Residential Education and Services. When occupancy is terminated, it is necessary to obtain a room inspection by the appropriate Residential Education & Services staff member. Those students who vacate without following the procedures outlined herein will be charged applicable fines plus the cost of any damages occurring during occupancy as such damage is determined by the College. After students vacate, the rooms will also be inspected by a professional staff member who will make final assessments.

D. The College reserves the right to withhold all records of students whose financial indebtedness to the College has not been satisfied.

E. Residential Education and Services will conduct periodic room inspections occurring at least once per semester. The purpose of these inspections is to ensure that safety devices are working properly, address unsafe conditions and to give general information that might be helpful as students encounter situations. Residents who present an unsafe situation to the residence hall community will be expected to make necessary changes and or improvements as instructed. Upon re-inspection, students who have not made necessary corrections as instructed may face fines and referral for conduct violation. Although the purpose of these instructions is not to enforce non-safety related policies, staff will report any conduct code violation that they become aware of for appropriate response by the College.

## **11. RESPONSIBILITY FOR COMMON AREAS**

A. Common areas shall include but not be limited to hallways, restrooms, stairwells, elevators, lounges, studies, utility and storage rooms, kitchens, grounds and building exteriors. No items are to be placed in

or attached to any common area without the express written consent of the College, including but not limited to any type of antenna or satellite dish. Each resident is responsible for all damage and loss caused by him/her to the common areas, including damage to and loss of fixtures and furnishings in the common areas as well as damage to the common areas themselves, whether or not due to the resident's negligence. The College shall have the right to bill a resident's Student Account for such damage or loss, including repair, replacement, cleaning, or other charges from such damage or loss.

B. Residents are expected to take every precaution to assure that common areas are not abused or damaged in any way. Any individual who causes any damages to any common area or University property shall be responsible for the payment of all costs required to repair such damage, no matter how such damage was caused. In addition, if the individual(s) responsible for the damage cannot be identified using reasonable efforts, then all residents will be held responsible for paying a prorated share of the cost of repairing such damage.

C. Removal of common area furnishings or equipment from their proper location constitutes theft of College property and may be considered a conduct violation.

## **12. ROOM ENTRY**

The College reserves the right to enter a room at any time to determine compliance with all safety and health regulations and provisions of public law, University regulation, or Residential Education and Services policy and to provide cleaning or maintenance work or to conduct an inventory of College property. A room may also be entered if there is an indication of danger to life, health, or property.

## **13. SECURITY**

A. Residents who enter or leave by locked security doors are responsible for leaving the doors in a locked position. Violation of this policy may be considered a conduct offense.

B. Residents are urged to lock their windows and doors during periods of absence.

C. Keys should be carried at all times and must not be loaned or duplicated.

D. Residents should report anyone or anything suspicious or any lost or stolen articles to a Residential Education and Services staff member and/or Oxford College Police officer.

E. Students are required to carry their University ID Cards at all times and to present it to College officials on request.

F. The College does not assume responsibility for loss of or damage to personal items or for personal injury no matter how caused. Residents should arrange their own insurance coverage, including renter's insurance.

## **14. KEYS**

Keys are the property of the College and must be surrendered on termination of residence. A lost, stolen, or duplicated key will result in a lock change. A charge will be made for changing a door lock. Auxiliary locks may not be installed nor may residents tamper with an existing lock. Failure to surrender a key may result in assessment of a charge by the College for key replacement and lock change.

## **15. PETS**

Pets are not allowed in the residence halls. Fish are permitted with the mutual consent of roommates. The maximum-allowed capacity of a fish tank is ten gallons. Please refer to the [Guide to Housing](#) for more information.

#### **16. TOBACCO USE**

Oxford College, as well as all of Emory University, is a tobacco-free campus to improve the health of its community members. As such, the use or sale of tobacco products in or on Emory-owned or Emory-leased property is prohibited. This includes the Oxford College residential housing facilities. Tobacco products include smokeless tobacco, cigarettes, clove cigarettes, e-cigarettes, chewing tobacco, dipping tobacco, and any actions pertaining to the consumption of tobacco. This policy applies to students, their families, and their guests.

#### **17. FIREARMS AND EXPLOSIVES**

Firearms, ammunition, and explosives or weapons of any sort are not allowed on campus. This is strictly enforced in the residence halls. Students owning firearms must arrange to store them off campus. It is against the Oxford College Code of Conduct to use, possess, or store fireworks on College premises, including the residence halls.

#### **18. GENERAL CONDUCT**

All residents are required to comply with requirements of public law and all College and Residential Education and Services policies and regulations as they may be modified from time to time, including but not limited to those found in the [Oxford College Code of Conduct](#), the [Guide to Housing](#), the [Residential Education and Services website](#), and the [Blue and Gold Pages](#). Violation may result in a resident being required to vacate the premises, referral for disciplinary action, restriction of privileges as well as possible fines.

#### **19. ADDITIONAL POLICIES**

Additional policies of Residential Education and Services - as they currently exist or may be amended from time to time, including but not limited to those on the Residential Education and Services website- are incorporated herein by reference and are terms and conditions of this Agreement.

#### **20. ADDENDA - DINING**

Students are required to have a dining plan. Students who have medical needs or disabilities that may affect their dining plan must contact and register with the Office of Accessibility Services (OAS). The following attached addenda are expressly made part of this Agreement and students acknowledge acceptance of the addenda by accepting this agreement: 2018-2019 Oxford College Student Dining Agreement.