HOUSING & RESIDENCE LIFE AGREEMENT

General Terms & Conditions

All the materials contained herein become and shall be an integral and binding part of all residence hall agreements at Albany State University. It is the student's responsibility to become familiar with all sections of this agreement. These terms and conditions are not intended to provide the general or specific residence hall information of a non-contractual nature, which is contained in the Housing and Residence Life Handbook; distributed when students check into the residence halls and can be found in the Housing and Residence Life Office. University regulations and policies affecting residence hall agreements are subject to change. Such changes shall be officially announced and/or posted on bulletin board(s) in each hall and this announcement shall constitute actual notice to residents to be effective 24 hours from date of posting. The changes shall become effective and binding the date of such posting or official announcement.

This Housing and Residence Life Agreement is made and entered into by and between "Albany State University" and the signing student/parent/guardian (may be referred as student/resident throughout this agreement). Specific Terms and Conditions shall apply to this Housing and Residence Life Agreement and are incorporated herein by reference dependent on the specific Unit and building you have selected.

An application, application fee and deposit for campus housing can only be submitted ***AFTER*** the STUDENT receives an official acceptance to Albany State University from the Office of Admissions. **Submission of a Residence Hall Application does not guarantee housing.**

1. PREMISES AND TERMS: Albany State University licenses to the Student/resident, and Student/resident licenses from Albany State University, Residence Life and Housing Fees space which consists of the exclusive use and occupancy of the bed and assigned space and related bath area, and, if applicable, the shared use and occupancy of the kitchen and living/dining area with the other student/residents of the assigned apartment unit.

The term of this Housing and Residence Life Agreement shall commence when the Housing and Residence Life Office has received the signed (electronic or paper based) Application and fee, Housing Agreement, and the Room Reservation / Damage Deposit, no rights shall accrue until such time. A resident of campus housing must be enrolled at Albany State University and must maintain a minimum of twelve (12) credit hours per semester (Fall and Spring) and six (6) credit hours for Summer semester to maintain residency. If a student falls below the required credit hours at any time he/she must submit a typewritten letter of appeal to the Hall Manager if his/her assigned hall or to the Office of Housing and Residence Life.

The Student/resident's obligation to pay Housing and Residence Life Fees hereunder (and the Guarantor's (s'), as hereinafter defined, obligation to ensure payment of the same shall continue for the entire term and after the expiration or termination of this Housing and Residence Life Agreement until all sums due Albany State University have been paid in full.

A. Meal Plan

All students who reside on campus must also purchase a meal plan in accordance to the hall in which they choose to reside. Students who reside in Wiley, Gibson, East, North, South, Hall 1, Hall 2, Hall 5 or Hall 6 must purchase at a minimum a 200 meal per semester plan. Students that reside in the apartment style residence halls- Hall 3 and Hall 4 - must purchase at minimum an 80 meal per semester plan. Because all expected meals are prepared, there is no refund for missed meals or roll over of meals to another semester during the meal agreement period. All remaining funds of a meal plan's declining balance during Fall semester will be credited to Spring semester. Spring

semester declining balances will not carry over to Summer semester or any other future semester. It is mandatory that the RAM CARD is carried at all times. The RAM CARD is not transferable and is required to enter the dining facilities or to purchase food from the campus restaurants. This applies to all STUDENTS.

For a medical or employment meal waiver or reduction, contact the Housing and Residence Life Office for required documentation. Before releasing a student from the meal plan requirement, special dietary needs will be met within our dining service offerings, according to official medical documentation from a physician. Medical documents for dietary restrictions DO NOT automatically grant a student a meal plan waiver.

2. **DATES OF OCCUPANCY**: A STUDENT may occupy his/her assigned space from the date designated as the official opening of campus housing to the date designated as the end of the residential academic year (Fall and Spring semesters) in the University Academic Calendar and billing cycle. If a student applies for Summer semester, the terms of this agreement are extended until the end of the summer residential semester, as per the academic calendar. Students contracted for housing prior to the last day of registration will be held responsible for the payment for the entire term, regardless of when they check in. Residence Halls and the Dining Hall will close for the Christmas Break and between Spring & Summer semesters. The residence halls will close and re-open according to a published schedule (Academic Calendar). All students must make alternative arrangements, at their expense, for housing during periods of Residence Hall closure.

In some cases, early check-in or late check-out may be granted at an additional $25 per day, which must be paid in advance to begin of stay. ASU HRL has the right to place students where most suitable for operations during these times.

3. RESIDENCE LIFE AND HOUSING FEES: The amount of Housing and Residence Life and Dining Services costs due hereunder for the space/meal plan contracted shall be as set forth on official fee listings and statements distributed by Albany State University. Additional Housing and Residence Life fees and charges are also due hereunder for services provided or charges assessed including, but not limited to telecommunication charges, other utility charges and fines for violating the Rules and Regulations. . All payments are due and payable on dates established by the Albany State University academic and registration offices. Payments are to be paid to the Office of Financial Operations. Any subsequent fees or fines are due and payable through the end of the Term, in advance, without prior demand, offset or deduction. Albany State University may offer to receive payments by credit card, check card, TeleCheck, or by direct bank transfer, and Albany State University reserves the right to charge reasonable processing fees as appropriate if Student/resident takes advantage of such payment methods.

All payments and all other charges due hereunder shall be paid by cashier's check, certified funds, or money order to Albany State University, or by electronic payment if made available by Albany State University. Albany State University shall have the right to refuse any tender of payment in cash. No third party checks will be accepted or considered a proper tender of payment. In the event any payment is made by a check which is returned, Albany State University may require Student/resident to make future payments by certified funds. If Student/resident elects to mail any payment, then it is Student/resident's responsibility to ensure that payment is received by the Due Date.

Conservation Caps (Hall 3 and Hall 4)

In order to promote responsible use of and conservation of electricity Albany State University has placed caps on Albany State University's obligation to pay for electric in units. Electric bills over $40 ($10 for water; $30 for electricity) may be divided equally and billed to Student/resident by assigned space on a semester basis, which Student/resident hereby agrees to pay before the end of the semester of which this agreement is effective. *This clause may be enforced in cases of irresponsible energy consumption. If activated and students fail to pay overage deposits may be forfeited and each student will be responsible for replenishing their deposit amount for future housing.*

4. DEPOSIT: Student/resident must deposit with the Albany State University a deposit (the "Deposit') in the amount of $200 to secure the Student/resident's full and faithful performance of this Housing and Residence Life Agreement. If the student decides to terminate/default this Housing and Residence Life Agreement hereunder or prior to the expiration of the Term, Albany State University may deduct from the Deposit an amount sufficient to pay:

I. any damages as a result of Student/resident's nonpayment of any portion of Total Residence Life and Housing Fees or non-fulfillment of the Term of this Housing and Residence Life Agreement including Student/resident's failure to enter" into possession or abandonment of the assigned space;
II. any damages to the assigned space, Unit, or University property for which the Student/resident is responsible;

III. any unpaid bills which become due by virtue of Student/resident's occupancy;
IV. any costs of re-renting the assigned space after a breach of this Housing and Residence Life Agreement by Student/resident;
V. any court costs incurred by Albany State University in connection with terminating the tenancy;
VI. attorneys fees and/or other costs incurred in enforcing its rights and remedies under this Housing Agreement; and
VII. any other damages which Albany State University may sustain which may then be a permitted use of the Deposit under the applicable laws of the State of Georgia, in which the Albany State University is located (the "State").

A. If a current residential student renews their housing agreement for the subsequent Fall semester, and all terms within the current agreement are satisfied, the housing deposit will automatically roll to the next academic year (Fall and Spring), creating a new agreement and end date.
B. Students suspended or expelled for disciplinary reasons are not entitled to a refund of any deposits or housing fees or room charges paid.

Application of the Deposit in order to satisfy all or part of Student/resident's obligations shall not prevent Albany State University from claiming damages in excess of the Deposit. Student/resident shall have no right to have the Deposit applied to any portion of Total Residence Life and Housing Fees which may become due under this Housing Agreement.

5. NON-REFUNDABLE APPLICATION FEE: In addition to Total Residence Life and Housing Fees and the Deposit, Student/resident shall pay an annual, non-refundable application fee in the amount of $50 which is due prior to a room being assigned.

6. CONTRACT RELEASES/CANCELLATION: Under certain circumstances, the student may terminate this contract by giving written notification to the Housing and Residence Life Office within seven business days of intended vacate date. If the student has occupied the assigned space and the request for termination has been approved, he/she must follow proper check-out procedures published in the Housing and Residence Life Handbook. Occupancy is defined by the signing of the application and housing agreement along with the reservation of a housing assignment through the office of Housing and Residence Life. Occupancy does not require actual physical presence by the student and/or his/her possessions. Failure to check-out properly will result in a $75.00 improper check out fee and a $45.00 charge for not turning in the assigned space key. Turning in the assigned space key and moving personal belongings does not constitute proper release of an assigned space. The student must contact the Housing and Residence Life Office to initiate the process to terminate his/her contract.

All contract releases will be subjected to the terms of this agreement.

A. Deposit Refund

A student may request, in writing, within 7 business days of intended vacate date, a release from this contract under the following conditions with no penalty if granted.

1. Graduation
2. Military Duty
3. Serious Medical Condition
4. Marriage
5. Untimely Death of Student or Immediate Family Members (mother, father, sibling, child)

A student may request, in writing, a release from this contract under the following conditions, but will forfeit his/her damage deposit, if granted.

1. Withdrawal from the University
2. Transferring to another school
3. Proven Financial / Personal Hardship
4. Academic Suspension
5. Judicial Suspension (Housing or University related)
6. Other unforeseeable situations that do not fit within the “no penalty” guidelines listed above

The above conditions will subject student (resident) to forfeiture of deposit policy, but will not automatically subject the student to the 50% charge of room fees, as outlined in clause #6B (below). In some cases the breach of agreement penalty may apply.

B. Student Cancellation Policy

Residents who complete a Housing and Residence Life Agreement, thereby reserving a space for the complete academic year (Fall and Spring), may request, in writing, to cancel this contract by July 10, without forfeiting their damage deposit or being subjected to breach of agreement penalties. All cancellations of agreements signed for Fall semester, following July 10, will be subject to the forfeiture of their damage deposit and the breach of agreement penalty (below).

Non-current residents who complete a Housing and Residence Life Agreement, thereby reserving a space for the Spring semester, may request, in writing, to cancel this agreement by the last official day of registration, per the University academic calendar, without forfeiting their damage deposit or being subjected to breach of agreement penalties

Due to expenses incurred to prepare for Summer semester occupants, non-penalty cancellation periods will not apply for Summer semester. All residents who complete a Housing and Residence Life Agreement, thereby reserving a space for the Summer semester will be subject to loss of damage deposit and breach of agreement penalties.

All cancellation dates will be established by postmark, fax date, or office personnel recorded date on the written request.

Breach of Agreement Penalty
Students who complete the Housing and Residence Life Agreement and enroll for classes at ASU, and fail to honor this agreement will forfeit their damage deposit and be held financially responsible for the pro-rated amount used for time of stay within the residence hall, plus 50% of the remaining room charge balance for the semester. Students who breach their agreement prior to the end of registration will not be pro-rated for their time of stay, but will be held liable for 50% of their room charges for the semester.

A student may request, in writing, within 7 business days of intended vacate date, a release from this contract condition under the following conditions with no penalty.

1. Graduation
2. Military Duty
3. Serious Medical Condition
4. Marriage
5. Untimely Death of Student or Immediate Family Members (mother, father, sibling, child)

Failure to provide official and appropriate documentation supporting the above claims will result in denial of the contract release without penalty.

Within 10 business days of release request submission the student will receive a letter of approval or denial at the address provided on the release request form. Students will have 5 business days to respond to the decision or to retract their release request. Reversal of the room release is dependent upon the availability of that room. Housing and Residence Life reserves the right to immediately reissue any available spaces as needed.

C. Administrative Withdrawals

Students suspended or expelled for disciplinary reasons are not entitled to a refund of any room or board deposits or fees paid. Students who are asked to vacate their residence hall room as a result of disciplinary actions (but who are allowed to continue classes) are not eligible for a refund on any portion of any fee charged by the Housing and Residence Life Office.

D. Cancellation Waitlist

In cases where applications exceed the number of bed spaces available and the Housing Coordinator calculates that a limited number of students can be released from their Agreements, without resulting in empty beds during the applicable term, students may apply to be released without breach of agreement penalties, after the Binding Date on a first-come, first-served basis. These students may be placed on a cancellation waiting list until such time that Housing and Residence Life determines whether or not projected occupancy warrants their release. Students who are placed on the cancellation waiting list should not assume that they will automatically be released or released without breach of agreement penalties. Students who have requested release and subsequently change their mind must notify Housing and Residence Life, in writing. Failure to do so prior to the time a release is granted will result in a forfeiture of their housing assignment.

E. Forfeiture of Room – "No-Shows"

Each student who has not checked into the assigned residence hall by 10:00 PM of the last official check in date, or has not emailed the Housing and Residence Life Office (asuhousing@asurams.edu) to guarantee a late arrival will be declared a no-show and the space will be released for assignment to another student. Breach of agreement penalties will apply to No Show residents.

A. If student is deemed as a "no-show" and there is a paying applicant waitlisted to assume the "no-show" student's assigned space, the "no-show" student will automatically forfeit their deposit and be released from their housing agreement.

B. If student is deemed as a "no-show" and there is NOT a paying applicant waitlisted to assume the "no-show" student's assigned space the "no-show" student will NOT automatically be released from their housing agreement and MUST complete the Release Request Appeal Process, as outlined in clause 6B of this agreement. Refunds of any type will be subject to the outcome of the appeal process.

7. USE: The Assigned space shall be used solely as a private residential dwelling only and for no other purposes. No more than one person shall be entitled to occupy the assigned space. If Student/resident desires to have a guest, which for the purposes of this Housing and Residence Life Agreement shall be defined as any person visiting within the regulatory guidelines stated in the Student Housing and Residence Life Handbook, then Student/resident shall check in the guest(s) with Albany State University. However, Student/resident shall not have overnight guest(s) as defined in the Housing and Residence Life Handbook. In the event of the occupancy by any unregistered or unauthorized guest(s) of the space or Unit, Albany State University shall be entitled to reprimand the student according to the Albany State University judicial decisions, in addition to the right of Albany State University to declare the Housing Agreement in default and pursue any of Albany State University's other remedies hereunder or at law or equity.

Student/resident agrees: (I) to abide by all applicable governmental laws, orders, rules and regulations, (ii) to avoid disruptive behavior or conduct, (iii) to obey the rules and regulations outlined for the University, (iv) not to injure the reputation of the University or its residents, (v) not to take any action or inaction which would cause an increase in the rate of insurance at the University, (vi) not to use profane language, (vii) not to exhibit loud or boisterous conduct, (viii) not to engage in the use or sale of alcohol, any illegal or controlled substance, participate in the manufacture of illegal drugs or have in your possession of drug paraphernalia (ix) not to have firearms or explosives of any kind In the University, and (x) not to engage in any activity which Interferes with or decreases the use and enjoyment of the University by other residents. Violation of any the above or those rules and regulations listed in the Housing and Residence Life Handbook, Student Handbook or other University postings may result in fines up to being dismissed from campus housing.

Zero Tolerance Policies

Students that fail to abide by the University's Zero Tolerance policies, as listed below, may be immediately removed from University Housing facilities until conclusive judicial hearings are held within the Office of Student Life. If student/resident is cleared of all charges, the student/resident will be allowed to return to his/her assigned space. If student/resident is found to be in violation of all or any portion of a zero tolerance charge, the student/resident may be permanently removed from housing and banned from entering any residence hall, except by special permission of the Director of Housing. Zero tolerance violations include:

1. Hazing
2. Sexual Assault
3. Weapons
4. Gang Affiliation
5. Drugs
6. Alcohol
7. Property Damages in Excess of $500
8. Tampering or Destruction of Safety and Security Equipment or Devices

Students suspended or expelled for disciplinary reasons are not entitled to a refund of any room or board deposits or fees paid. Students who are asked to vacate their residence hall room as a result of disciplinary actions (but who are allowed to continue classes) are not eligible for a refund on any portion of any fee charged by the Housing and Residence Life Office.

8. CONDITION OF UNIT: Student/resident hereby acknowledges that the Unit and/or space are being delivered in "as-is" condition, and Student/resident's acceptance of the Assigned space and Unit at the beginning of the Term

constitutes Student/resident's acknowledgment that the Unit and Assigned space and its furnishings are in good repair and livable condition, except as otherwise specifically noted on the Check-In/Check-Out Inventory Report, which is to be completed at move-in. Any personal property remaining in the Unit at the end of the Term shall be deemed abandoned by Student/resident and may be disposed of by Albany State University as allowed by law.

9. Collective Liability/Damage and Vandalism: Absent normal wear and tear, each resident accepts responsibility for the upkeep and maintenance of his/her room and furnishings, and any shared spaces. Every resident has a responsibility to be respectful of the community living environment which requires residents to work, learn, relax and retire in an environment that is shared by multiple individuals. Failure to maintain safe and clean facilities impacts the rights of others and will not be tolerated. By signing this housing contract, I accept responsibility for being a good neighbor and will report negligent and/or willful behavior by those engaged in vandalism, damage or destruction of the facilities now serving as my primary residence while away from home. This will allow appropriate disciplinary action and financial remuneration to be made against those who do not respect this community environment. While the University and ASU Housing officials will strive to attribute damage and vandalism charges to the individuals responsible, when it cannot do so, I accept that as a members of a floor, hall, apartment or building that I may be charged equally for any damages to shared property. Damage, vandalism, theft, inappropriate use of facilities, and/or use of facilities/furnishings in a manner other than that for which they were intended are prohibited. If collective liability for damage or creating unhealthy living conditions is assessed against me as a resident, I will be entitled to review the repair/maintenance charges and the apportioning of the costs, but I accept that I shall have no right to appeal any Collective Liability charge.

10. STUDENT/RESIDENT'S OBLIGATIONS AND RESPONSIBILITIES: Student/resident agrees to keep and maintain the assigned space / unit in a good, clean, and sanitary condition, excepting reasonable wear and tear, and to make no alteration or addition thereto (including, but not limited to affixing fixtures to the space, assigned space or Unit) without the prior written consent of Albany State University.

Student/resident shall promptly report to Albany State University all damage and repairs which need to be made to the assigned space and Unit. Student/resident shall be liable for and shall pay all costs and expenses for damages and repairs to the assigned space and unit (including, but not limited to, the cost of replacing or repairing all broken or damaged furnishings or fixtures; any costs related to defacement or damage to walls, ceilings, floors, carpets and doors; and reasonable charges for Albany State University's overhead, administrative cost, and expense) caused by Student/resident's (or guest(s) of Student/resident) abuse, carelessness or misuse of the assigned space and unit. Such costs for repair and damages shall constitute Additional Residence Life and Housing Fees. It is understood that Student/resident will be occupying the Unit jointly with Co-Student/resident. Student/resident shall be responsible for any damage caused to the Unit, assigned space and/or University by Student/resident or Student/resident's guests, and Student/resident and Co-Student/resident shall be jointly and severally liable, at the sole discretion of Albany State University, for any damages to the kitchen and living/dining area of the Unit, including, but not limited to, its furnishings, fixtures, walls, ceilings, floors, carpets, and doors, and such costs for repair and damages or disappearance shall constitute Additional Residence Life and Housing Fees. No furnishing assigned to the unit shall be removed or dismantled without written permission from Albany State University. Student/residents who are found to have caused excessive damage to his/her assigned space will be subject to immediate removal from the residence hall. Examples of excessive damage include, but are not limited to, dislocated door frames, holes in walls or doors, broken furniture, dislocated smoke detectors, disjointed doors and dislocation of permanently affixed objects.

Albany State University strives to provide a safe and comfortable environment. If Student/resident needs to report a maintenance request for an apartment or assigned space, Student/resident should contact Albany State University and describe the problem. If applicable, maintenance request maybe required to be received in writing.

Student/resident acknowledges the Importance of good housekeeping, adequate ventilation, and moisture control in its use of the Premises, and the importance of compliance with the provisions of the housing agreement relating to water intrusion, water damage, and mold. Student/resident acknowledges that it has a duty to notify Albany State University immediately upon discovery of occurrence of moisture control problems, water damage, water intrusion, or mold in the Premises. Student/resident further agrees that if mold conditions are discovered In the Premises, Student/resident will not take or allow to be taken any steps to clean up or remove the mold conditions without the expressed permission of Albany State University.
Student/resident shall also be responsible for any damage, including but not limited to damage from water and mold, which occurs as a result of Student/resident's failure to give notice to Albany State University within 24 hours of the discovery of water intrusion, water damage or mold in the Premises. Student/resident hereby releases Albany State University from any claim, loss or liability relating to such water intrusion, water damage, or mold, including any claim, loss or liability arising from Student/resident's failure to notify Albany State University as required herein.
Student/resident shall be responsible for and liable for the conduct of Student/resident's guests, licensees, and invitees. Any use of the assigned space, Unit, or University by a guest, licensee, or invitee of Student/resident which would violate any provision of this Housing Agreement shall be considered a breach of this Housing Agreement by Student/resident. Student/resident shall immediately report to Albany State University and the local law enforcement

authority all acts of vandalism to the assigned space, Unit, or University.

11. LIABILITY: Student/resident acknowledges that Student/resident shares the Unit with other Co-Student/resident(s) and that Student/resident is solely responsible for getting along with the Co-Student/resident(s) of the Unit, even if Albany State University placed Student/resident with Co-Student/resident(s). Albany State University shall not be liable for any personal conflict of Student/resident with Co-Student/resident(s), Co- Student/resident's(s') guests, licensees, or invitees, or with any other student/resident that reside at the University. A conflict of any kind, including, but not limited to, actual or threatened physical injury, between Student/resident and Co-Student/resident(s) In the Unit or student/resident that reside at the University does not constitute grounds for termination of Housing and Residence Life Agreement by Student/resident. Albany State University shall not be liable for any personal injury to Student/resident or damage or loss to Student/resident's property, including, but not limited to, any injury, loss, or damage caused by burglary, assault, vandalism, theft, flooding or any other crimes.

12. ALBANY STATE UNIVERSITY'S RIGHT OF INSPECTION AND ENTRY: Student/resident agrees that Albany State University, or its agents or representatives, may enter the assigned space, Unit, or other Units at the University at reasonable hours for the purpose of making inspections and repairs or for the purpose of displaying the assigned space or Unit to prospective student/resident or purchasers. In an emergency situation, Albany State University may enter at any time to protect life or prevent damage to the Assigned space or Unit. Student/resident by placing a work order for work to be performed authorizes Albany State University or agent to enter dwelling unit for the purposes of completing that work order in a timely manner.

13. STUDENT/RESIDENT'S OBLIGATIONS, RESPONSIBILITIES AND CONDITIONS:

A. Although Student/resident may have visitors from time to time, Albany State University requires that no more than eight (8) persons be allowed in four occupant suites or apartment units and (6) in double occupant units at any one time, and that order and tranquility prevail at all times. If Student/resident is in violation of this condition of the Housing and Residence Life Agreement, the total cost of repairs for any and all damages caused by an excess number of people in the Unit or areas outside the Unit will be the responsibility of Student/resident.

B. Student/resident agrees to abide by all federal, state and municipal laws, ordinances, regulations or orders (including but not limited to those pertaining to use of hazardous substances) as well as Albany State University's rules and regulation now in force and effect or which may be hereafter enacted. These rules as the same may be amended from time to time with notice to Student/resident; as referenced by Section 18, which rules and regulations are specifically incorporated herein by reference and made a part hereof.

C. Student/resident shall not allow the Premises, Unit or Facility to be used for any unlawful purpose whatsoever. Without in any way limiting any of the foregoing, Student/resident further agrees to not allow in the Premises, in the Unit or in the Facility any illegal manufacture, sale, possession or use of any drugs, alcohol or substances controlled by the state in which the Premises, or Facility are located or by the United States federal government by Student/resident or by any of Student/resident's guests or Invitees. Student/resident also agrees not to possess or keep any explosives, flammable or any hazardous substances, or any Item or thing of a dangerous nature in or on the Premises or the Facility, or to allow any guest or invitee to possess or keep the same in or on the Premises, Unit or Facility. Student/resident understands and agrees that violation of this paragraph shall constitute an immediate material default of the Housing Agreement, which may not be cured. Possession of any firearm or weapon also will constitute an immediate material default of the Housing and Residence Life Agreement, which may not be cured.

14. STUDENT/RESIDENT ACKNOWLEDGEMENT OF SECURITY POLICY:

A. No representation: Student/resident acknowledges that neither Albany State University nor Agent has made any representations, either written or oral, concerning the safety of the University in which the Premises is located or the effectiveness or operability of any security devices or security measures on the Premises of Facility.

B. No Warranty or guarantee: Student/resident acknowledges that Albany State University and Agent neither warrant nor guarantee the safety or security of Student/resident or their guests or invitees against any criminal or wrongful acts of third parties. Each Student/resident, and their Guests or Invitee are responsible for protecting his or her own person and property and hereby releases Albany State University and Agent for any and all damage to person and property.

C. No reliance on security devices or measures: Student/resident acknowledge that security devices or measure may fail or thwarted by criminals or by electrical mechanical malfunctions. Therefore, Student/resident acknowledges that he or she should not rely on such devices or measures and should take steps to protect himself or herself and his or her existing property as if these devices or measures did not exist. Student/resident agrees to immediately notify Albany State University or Agent of any

malfunctions involving locks.

15. PARKING, RECREATION, AND COMMON AREAS: Various areas of the University are designated and intended for the use in common by all student/resident and are (the "Amenities") made available by the Albany State University. Student/resident acknowledges Albany State University retains the absolute right to alter, modify, or eliminate said Amenities should Albany State University so elect.

Student/resident shall have no rights by reason of this Housing and Residence Life Agreement to the use of any Amenities covered in this section. The use of the Amenities by the Student/resident shall be at the Student/resident's own risk and use may be regulated, denied, or restricted at any time by Albany State University. Student/resident is required by this Housing Agreement and warrants that Student/resident shall personally supervise Student/resident's guests, invitees, and licensees and their every use of the Assigned space, Unit, and Amenities, and Student/resident is completely responsible for their safety, negligence, and all of their actions. Student/resident understands that Albany State University will not provide supervision of the same.

Where applicable, there may be a fee required for parking at the premises. All parking arrangements must be handled with the ASU Police Department.

16. PET POLICY: Student/resident shall not have or allow any pet to be in the Assigned space or Unit, except for guide dogs accompanied by sight-impaired persons and with prior written consent by Albany State University.

17. RELOCATION: For purposes of operating efficiency, Albany State University reserves the right, upon five (5) days' advance written notice to relocate Student/resident to another apartment unit at the University. Furthermore, Albany State University retains the right to assign student/resident to other assigned spaces in the Unit. Albany State University, to the extent practical and in Albany State University's sole discretion, will honor Student/resident's requests for the sharing of a particular Unit. Student/resident may request relocation to another apartment unit in the University by providing thirty (7) days written notice to Albany State University of the desire to relocate. Albany State University, in its sole discretion, may allow or refuse such relocation.

18. RULES AND REGULATIONS: The Rules and Regulations are included and incorporated herein by reference to the Housing and Residence Life Handbook, Student Code of Conduct Handbook, and ASU Parking Manual and are an important part of this Housing Agreement. By executing this Housing Agreement, Student/resident acknowledges that he or she has read and agrees to abide by the Rules and Regulations. Albany State University reserves the right to make changes to the Rules and Regulations and such amended Rules and Regulations shall be deemed as equally binding upon Student/resident as if originally set forth herein upon notice to Student/resident.

19. CASUALTY: In the event of fire or other casualty, Student/resident must immediately notify Albany State University by calling Albany State University Police Department at 229-430-4711 and the Hall Manager. If the assigned space and/or Unit is partially destroyed by fire or other casualty not attributable to the negligence or carelessness of Student/resident or Student/resident's guest, licensee, or invitee, the Assigned space or Unit, as applicable, may be promptly restored and repaired by Albany State University and any Payment(s) for the period that the assigned space and/or Unit is un- livable shall abate, unless Albany State University provides Student/resident with alternative living space, in which event Payment(s) will not be abated. However, if the assigned space and/or Unit is substantially destroyed, then this Housing and Residence Life Agreement may be terminated by either Albany State University or Student/resident, in which event the remaining unpaid Payments due hereunder shall cease to accrue as of the date of such damage or destruction. Notwithstanding the foregoing, It is expressly understood and agreed Student/resident shall not be excused from paying any payment if the damage or destruction to the assigned space and/or Unit is the result of or is attributable to the negligence or carelessness of Student/resident or the guests, licensees, or invitees of Student/resident, and Student/resident shall be charged for the cost of any repairs or dean-up attributable to carelessness or negligence *by* Student/resident or Student/resident's guests, licensees, or invitees which charges shall be considered as additional Residence Life and Housing Fees.

20. STUDENT/RESIDENT'S PROPERTY AND RESIDENCE LIFE AND HOUSING RENTAL INSURANCE: Student/resident is responsible for acquiring and maintaining Student/resident's own insurance on personal property, furniture, clothing, and valuables kept by Student/resident in or about the assigned space, Unit, and University. Albany State University shall have no liability with respect to same, whether such Items are lost, injured, or damaged by theft, flooding, wind, rain, fire, Act of God, or other casualty, and Student/resident expressly waives all claims for such injury, loss, or damage. Albany State University is not responsible for and will not provide fire or casualty Insurance for Student/residents personal property. **Students or their parents are strongly encouraged to carry appropriate insurance to cover such losses.**

21. ALBANY STATE UNIVERSITY'S PERMISSION OR CONSENT: If any provision of this Housing and Residence

Life Agreement requires the written permission or consent of Albany State University, such written permission or consent may be granted or withheld in the sole discretion of Albany State University, may contain such conditions as Albany State University deems appropriate, and shall be effective only so long as Student/resident complies with such conditions. Moreover, any written permission or consent given by Albany State University to Student/resident may be modified, revoked, or withdrawn by Albany State University at *any* time, at Albany State University's sole discretion, upon written notice to Student/resident.

22. NOTICES: Student/resident shall, within five (5) days after occurrence, notify Albany State University, in writing, of any alleged violation by Albany State University of any of its obligations arising under this Housing and Residence Life Agreement or otherwise. Failure of Student/resident to give such notification in writing, within the time prescribed shall constitute a total and complete waiver of said alleged violation and shall not be asserted by Student/resident as any grounds for nonperformance of Student/residents obligations under this Housing and Residence Life Agreement.

23. ABANDONMENT: In the event the Assigned space is abandoned, Albany State University shall have the right, without notice, to secure the assigned space with new locks, to store or dispose of any property or personal possessions left in the assigned space by Student/resident or Student/residents guests, licensees, or invitees, and to reassign the space for new occupancy. Any such abandoned property or personal possessions shall be considered Albany State University's property and title shall vest in Albany State University. Albany State University, in its sole discretion, shall have the right to determine when the assigned space is abandoned. Student/resident agrees abandonment of the assigned space shall include, but is not limited to, anyone of the following: the removal of personal property from the assigned space other than in the usual course of continuing occupancy, the failure to pay Residence Life and Housing Fees or other charges, discontinuance of any utility service, and failure to respond to any notices, phone calls, or correspondence from Albany State University.

24. DEFAULT BY STUDENT/RESIDENT: If Student/resident fails to pay any Payment or Additional Residence Life and Housing Fees, as and when due hereunder, or if Student/resident abandons Assigned space or fails to perform any of its obligations hereunder, or If any Information contained in Student/resident's Residence Life and Housing Fees application is untrue or misleading, Student/resident shall be in default hereunder and Albany State University may at its option terminate this Housing and Residence Life Agreement by written notice to Student/resident. Student/resident shall surrender possession of the assigned space to Albany State University upon the date specified in such termination notice, and Student/resident shall be liable to Albany State University for, and shall indemnify Albany State University against, all loss and other expenses (for re-letting, refurbishing, cleaning or otherwise making the Assigned space suitable for re-letting) suffered or Incurred by Albany State University as a result of Student/residents default and termination of this Housing and Residence Life Agreement. Notwithstanding the commencement of a dispossessory proceeding and the issuance and execution of a writ of possession on account of any default by Student/resident, Student/resident shall remain liable to Albany State University for all payments and additional Residence Life and Housing Fees, accrued through the date on which possession is obtained by Albany State University, and Student/resident shall continue to be liable for any Payment(s) and Additional Residence Life and Housing Fees accruing thereafter until the earlier of the expiration of the Term or the reissue of assigned space.

It is intended that Albany State University's remedies for a default hereunder shall be as broad as permitted under the laws of the State and shall include without limitation, (a) the right to cancel this Housing and Residence Life Agreement, reserving the right to collect any unpaid Total Residence Life and Housing Fees; or (b) the right to collect Residence Life and Housing Fees for the Assigned space for the account of Student/resident; second, to the cost of repairing any damage to the Assigned space, and third, to Student/resident's Residence Life and Housing Fees obligations hereunder, with Student/resident and Guarantor(s) remaining fully responsible for any deficiency in the Residence Life and Housing Fees obligations for the remainder of the Term. The exercise of anyone remedy shall not be deemed exclusive of the right to collect Total Residence Life and Housing Fees, or of Albany State University's right to avail itself of any remedy allowed by law or equity. In the event the Rules and Regulations now or hereafter enacted prescribe warning and/or charges for certain actions of Student/resident which may constitute violations of this Housing Agreement, Albany State University may elect, in its sole discretion, to enforce the default and/or terminate provisions contained herein or to enforce the provisions of the Rules and Regulations.

In the event of a default by Student/resident hereunder, in addition to any other remedies, Albany State University is entitled to employ an attorney at law to enforce Albany State University's rights hereunder and all reasonable fees and cost connected therewith shall be paid by Student/resident. Any Residence Life and Housing Fees obligations or damages that remain unpaid after default shall bear interest at the lesser of fifteen (15%) percent per annum, or the highest rate allowable by law. In the event of re-entry and repossession by the Albany State University, Albany State University shall have the right to store or dispose of Student/residents property remaining on the Assigned space, and Student/resident shall be liable for all costs, fees and damages incurred by Albany State University and such re-entry shall not be deemed an acceptance by the Albany State University or a surrender of any rights of Albany State University or otherwise constitute a release of Student/resident from the terms of this Housing Agreement.

Student/resident agrees Albany State University shall have no liability for any actions taken to secure the assigned space, obtain possession of the Assigned space, or store or dispose of any personal property or possessions found in the Assigned space when Albany State University deems the Assigned space to have been abandoned, and such actions are a Contractual matter to which Student/resident has given his consent, and any alleged action shall not give rise to a claim in tort or to a claim for punitive damages.

25. CHECK-IN AND CHECK-OUT PROCEDURES: Immediately preceding Student/resident's taking possession of the Assigned space, Student/resident may and Albany State University shall conduct an inspection of the Unit and Assigned space and shall note on the Check-In/Check-Out Inventory Report ("The -Inventory Report"), which shall be incorporated by reference and made a part hereof upon completion, any defects or damages, and any other conditions observed. Albany State University and Student/resident shall sign the Inventory Report prior to move-in as conclusive evidence of existing defects, damages, or conditions and of a full inventory of furniture and fixtures. If Student/resident fails to conduct the inventory inspection and/or sign, return the Inventory Report or specifically dissent in writing to any damage of defect, then Student/resident waives the right to dispute any assessment of damages to the Assigned space and/or Unit Upon Student/resident's surrendering possession of the Assigned space and Unit at the termination of the Housing and Residence Life Agreement, Albany State University shall note in the space provided on Albany State University's copy of the Inspection Report the present condition of the Unit and Assigned space, including all appliances, furnishings and fixtures therein, and any damage done thereto which Is deemed by Albany State University to have occurred during Student/resident's occupancy and use of the Unit and Assigned space, and Student/resident may inspect the Assigned space and Unit.

Upon termination of this Housing Agreement for any reason, Student/resident shall surrender possession of the Unit and Assigned space in a clean and sanitary condition, including removing all trash from the Assigned space and Unit. Student/resident shall return to the Albany State University all keys issued to the Student/resident by the Albany State University. If all keys issued to Student/resident are not returned to Albany State University upon the student vacating the Assigned space, Student/resident shall pay all costs associated with re-keying locks for the Unit and/or Assigned space, along with the cost of replacement of all keys for the locks re-keyed. Student/resident's failure to follow the prescribed check-out procedures may result in the partial or full forfeiture of the Deposit posted hereunder, but in no event shall such forfeiture be construed as liquidated damages.

26. RENEWAL: If, prior to the expiration of the Term, Student/resident executes a binding Housing and Residence Life Agreement with Albany State University for the next succeeding academic year (a "New Housing and Residence Life Agreement'), the terms of this Housing and Residence Life Agreement shall continue in full force and effect (without, however, any obligation of Student/resident to make any additional payment of Residence Life and Housing Fees or Payment hereunder) until the beginning of the term provided in the new Housing and Residence Life Agreement the ("New Term''). Nevertheless, Student/resident shall remain liable for all amounts of Additional Residence Life and Housing Fees which may be or become due and owing hereunder prior to the commencement of the New Term.

27. NO BUSINESS USAGE OR SIGNS: Student/resident shall not carry on any organized business for remunerative purpose from the Unit nor use any Unit phone number for business purposes. Student/resident shall place no signs, placards or other advertisement of any character in the Unit and Assigned space, or anything visible from the outside.

28. PHOTOGRAPHS: Student/resident agrees to allow Albany State University to use photographs of the Student/resident and the Unit for the purpose of advertising the University or other similar apartment University owned by Albany State University and hereby consents to such use.

29. SUBORDINATION: This Housing and Residence Life Agreement shall be subject and subordinate at all times to the lien or security title or interest of any and all mortgages, deeds of trust, and deeds to secure debt now or hereafter placed on or against the University or on or against Albany State University's interest or estate therein, all without the necessity of having further instruments executed on part of Student/resident to effectuate such subordination. Student/resident agrees, upon demand and without cost, to execute any instrument as may be reasonably requested to additionally evidence such subordination. Student/resident agrees, upon the written request of Albany State University or any mortgagee, to attorney to such mortgagee or any assignee or successor to Albany State University's title in the University.

30. INDEMNIFICATION: Student/resident, for himself/herself, and his/her representatives, heirs, assigns and successors releases Albany State University, 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/resident's failure to fulfill any condition of this Housing and Residence Life Agreement; (b) any and all liability for injury or loss relating to Student/resident's use and occupancy of the Assigned space, Unit, or University; (c) any damage or injury happening in or about the Assigned space, Unit, or University to Student/resident's guests, licensees, invitees, or such person's property; and

(d) Student/resident's failure to comply with any applicable laws, rules or regulations.

31. STATE LAW: The law governing this Housing and Residence Life Agreement is the law of the State of Georgia.

32. MISCELLANEOUS: Failure of Albany State University to Insist upon strict compliance with the terms of this Housing and Residence Life Agreement shall not constitute a waiver of Albany State University's rights to act on any violation. In all references herein to Student/resident, the use of the singular number Is Intended to include the appropriate number as the text of this Housing and Residence Life Agreement may require, and all gender references to male or female are intended to be gender neutral. This Housing and Residence Life Agreement creates a usufruct only and not an estate for years. This Housing Agreement and any attached addenda constitute the entire Housing and Residence Life Agreement between the parties and no oral statements shall be binding. Any amendment to this Housing and Residence Life Agreement, other than a change to the Rules and Regulations, must be in writing and signed by the party to be bound. Time is of the essence in the obligation under this Housing and Residence Life Agreement. Any addendum referenced in this Housing and Residence Life Agreement including, but not limited to the Rules and Regulations, Check-In/Check-Out Inventory Inspection Report, and Guaranty, are hereby Incorporated by reference as a part of this Housing and Residence Life Agreement. If anyone or more of the provisions of this Housing and Residence Life Agreement, or the applicability of any such provision to a specific set of circumstances shall be invalid or unenforceable, such provision(s) shall be modified to the minimum extent necessary to make It or Its application valid or enforceable; and the validity and enforceability of all the provisions of this Housing and Residence Life Agreement and all other applications by any such provision(s) shall not be affected thereby.

Residence Hall Classification Allocations and Requirements:

First Time Freshmen (FTF) Halls

Hall	Classification Requirements	Gender Requirements
East Hall	First Time Freshmen	Females Only
North Hall	First Time Freshmen	Females Only
Gibson Hall	First Time Freshmen	Females Only
South Hall	First Time Freshmen	Males Only
Wiley Hall	First Time Freshmen	Males Only
Hall 5	First Time Freshmen	Gender Specific by Wing

Non-First Time Freshmen Halls (FTF students are not allowed to reside in this halls)

Hall	Classification Requirements	Gender Requirements
Hall 1	Returning Freshmen, Sophomores, Juniors, Seniors	Females Only
Hall 2	Returning Freshmen, Sophomores, Juniors, Seniors	Co-Educational by floor
Hall 3	Students w/24 earned credit hours	Co-Educational by floor
Hall 4	Students w/ 55+ cumulative* credit hours; Non-traditional students	Co-Educational
Hall 6	Returning Freshmen, Sophomores, Juniors, Seniors	Co-Educational by Floor

- Please note that students desiring to reside in Hall 3 must have earned a minimum of 24 credit hours: the classes must have been passed with an acceptable grade.
- Student desiring to reside in Hall 4 must have accumulated 55+ credit hours towards graduation. Classes used to determine 55+ credit hours must have been passed and credited toward graduation.

RESIDENCE HALL BRIEF DESCRIPTIONS

(See application instructions for Hall Classification Restrictions)

Apartment/Suite Style Halls

Four private bedrooms with ceiling fan per unit
Two persons per bathroom with tub/shower combination
Living Room Space furnished w/ sofa, sofa chair, three shelf entertainment stand, ceiling fan
Game rooms with 42" televisions
Multi-purpose rooms / Study Rooms
Laundry room/Computer Lab
Kitchenette with Counter Space (Suites)
Apartments also include:
Fully equipped kitchen w/ full range stove/oven, overhead microwave, dishwasher, garbage disposal, kitchen table,
washer and dryer inside of each apartment

Hall 1, Hall 2, Hall 3, Hall 4

Modern Style Halls

Two persons per room
Four persons per bathroom
Shower/bathtub combination
Toilet in separate room
Computer Lab
Snack Room
Laundry Room
24 Hour Study Rooms
Monitored Lobby
24 Hour Secured Entrances
New students and first time freshmen only

East, North, South

Traditional Style Halls

Two persons per room
Community shower and restroom on each floor
Computer Labs
Laundry Rooms
Snack Rooms
24 Hour Study Rooms
Monitored Lobby
24 Hour Secured Entrances

Wiley, Gibson

RESIDENCE HALL BRIEF DESCRIPTIONS
(See application instructions for Hall Classification Restrictions)

Freshman New Style Modern Halls

Hall 5

Four persons per unit
Two persons per room
Lockable Closet per student
Two persons per bathroom
Shower and Toilet
Computer Lab
Snack Room
Laundry Room
24 Hour Study Lounges
Game Room
Monitored Lobby
24 Hour Secured Entrances

Returning Student Modern Suites

Hall 6

Two persons per unit
One person per room
Desk and Chair
Open Closet Space per student
Two persons per bathroom
Shower and Toilet
Kitchenette with Two Seat Table
Kitchenette Counter Space
Microwave and refrigerator supplied
Game Room
Computer Lab
Snack Room
Laundry Room
24 Hour Study Lounges
Monitored Lobby
24 Hour Secured Entrances

Room/Meal/Laundry Plan Semester Cost Guide

Albany State University - Housing Cost Breakdown (per semester)							
	Traditional	Modern	Suite (4 person/single bedrm)	Apartment (4 person/ single bedrm	Freshman Suite (4 person/Dbl bedrom)	Returning Suite (single Unit)	Returning Suite (2 person/single bedrm)
Room	$1,367	$1,635	$2,152	$2,512	$2,281	$2,563	$2,434
Rams Gold	$1,221	$1,221	$1,221	$1,221	$1,221	$1,221	$1,221
Laundry Fee	$45	$45	$45	$45	$45	$45	$45
Total	**$2,633**	**$2,901**	**$3,418**	**$3,778**	**$3,547**	**$3,829**	**$3,700**
Room	$1,367	$1,635	$2,152	$2,512	$2,281	$2,563	$2,434
All access	$1,424	$1,424	$1,424	$1,424	$1,424	$1,424	$1,424
Laundry Fee	$45	$45	$45	$45	$45	$45	$45
Total	**$2,836**	**$3,104**	**$3,621**	**$3,981**	**$3,750**	**$4,032**	**$3,903**
Room	-	-	-	$2,512	-		-
Ram 80	-	-	-	$517	-		-
Laundry Fee	-	-	-	$45	-		-
Total	-	-	-	**$3,074**			

Please see hall descriptions beginning on page 13 for residence hall types and amenities by names of hall.

All Access: 275 meals per semester/$225 to spend at campus restaurants, i.e. Subway, Grill, etc.
Rams Gold: 200 meals per semester/$125 to spend at campus restaurants, i.e. Subway, Grill, etc.
Ram 80: 80 meals per semester/$55 to spend at campus restaurants, i.e. Subway, Grill, etc. (*for students residing in apartments only*)

Thank you! We look forward to servicing you!

HOUSING & RESIDENCE LIFE LICENSE

General Terms & Conditions

All the materials contained herein become and shall be an integral and binding part of all residence hall agreements at Albany State University. It is the student's responsibility to become familiar with all sections of this agreement. These terms and conditions are not intended to provide the general or specific residence hall information of a non-contractual nature, which is contained n the Housing and Residence Life Handbook; distributed when students check into the residence halls and can be found in the Housing and Residence Life Office. University regulations and policies affecting residence hall agreements are subject to change. Such changes shall be officially announced and/or posted on bulletin board(s) in each hall and this announcement shall constitute actual notice to residents to be effective 24 hours from date of posting. The changes shall become effective and binding the date of such posting or official announcement.

This Housing and Residence Life Agreement is made and entered into by and between "Albany State University" and the signing student/parent/guardian (may be referred as student/resident throughout this agreement). Specific Terms and Conditions shall apply to this Housing and Residence Life Agreement and are incorporated herein by reference dependent on the specific Unit and building you have selected.

1. PREMISES AND TERMS: Albany State University licenses to the Student/resident, and Student/resident licenses from Albany State University, Residence Life and Housing Fees space which consists of the exclusive use and occupancy of the bed and assigned space and related bath area, and, if applicable, the shared use and occupancy of the kitchen and living/dining area with the other student/residents of the assigned apartment unit.

The term of this Housing and Residence Life Agreement shall commence when the Housing and Residence Life Office has received the signed Application and fee, Contract, and the Room Reservation / Damage Deposit, no rights shall accrue until such time. A resident of campus housing must be enrolled at Albany State University and must maintain a minimum of twelve (12) credit hours per semester (Fall and Spring) and 6 credit hours for Summer semester to maintain residency. If a student falls below the required credit hours at any time he/she must submit a typewritten letter of appeal to the Hall Manager if his/her assigned hall or to the Office of Housing and Residence Life.

The Student/resident's obligation to pay Housing and Residence Life Fees hereunder (and the Guarantor's (s'), as hereinafter defined, obligation to ensure payment of the same shall continue for the entire term and after the expiration or termination of this Housing and Residence Life Agreement until all sums due Albany State University have been paid in full.

B. Meal Plan

All students who reside on campus must also purchase a meal plan in accordance to the hall in which they choose to reside. Students who reside in Wiley, Gibson, East, North, South, Hall 1, Hall 2, Hall 5 or Hall 6 must purchase at a minimum a 200 meal per semester plan. Students that reside in the apartment style residence halls- Hall 3 and Hall 4 - must purchase at minimum an 80 meal per semester plan. Because all expected meals are prepared, there is no refund for missed meals or roll over of meals to another semester during the meal agreement period. All remaining funds of a meal plan's declining balance during Fall semester will be credited to Spring semester. Spring semester declining balances will not carry over to Summer semester or any other future semester. It is mandatory that the RAM CARD is carried at all times. The RAM CARD is not transferable and is required to enter the dining facilities or to purchase food from the campus restaurants. This applies to all STUDENTS.

For a medical or employment meal waiver or reduction, contact the Housing and Residence Life Office for required documentation. Before releasing a student from the meal plan requirement special dietary needs will be met, within

our dining service offerings, with official medical documentation from a physician. Medical documents for dietary restrictions DO NOT automatically grant a student a meal plan waiver.

2. **DATES OF OCCUPANCY**: A STUDENT may occupy his/her assigned space from the date designated as the official opening of campus housing to the date designated as the end of the residential academic year (Fall and Spring semesters) in the University Academic Calendar and billing cycle. If a student applies for Summer semester, the terms of this agreement are extended until the end of the summer residential semester, as per the academic calendar. Students contracted for housing prior to the last day of registration will be held responsible for the payment for the entire term, regardless of when they check in. Residence Halls and the Dining Hall will close for the Christmas Break and between Spring & Summer semesters. The residence halls will close and re-open according to a published schedule (Academic Calendar). All students must make alternative arrangements, at their expense, for housing during periods of Residence Hall closure.

In some cases, early check-in or late check-out may be granted at an additional $25 per day, which must be paid in advance. ASU HRL has the right to place students where most suitable for operations during these times.

3. RESIDENCE LIFE AND HOUSING FEES: The amount of Housing and Residence Life and Dining Services costs due hereunder for the space/meal plan contracted shall be as set forth on official fee listings and statements distributed by Albany State University. Additional Housing and Residence Life fees and charges are also due hereunder for services provided or charges assessed including, but not limited to telecommunication charges, other utility charges and fines for violating the Rules and Regulations. . All payments are due and payable on dates established by the Albany State University academic and registration offices. Payments are to be paid to the Office of Financial Operations. Any subsequent fees or fines are due and payable through the end of the Term, in advance, without prior demand, offset or deduction. Albany State University may offer to receive payments by credit card, check card, TeleCheck, or by direct bank transfer, and Albany State University reserves the right to charge reasonable processing fees as appropriate if Student/resident takes advantage of such payment methods.

All payments and all other charges due hereunder shall be paid by personal check, cashier's check, certified funds, or money order to Albany State University, or by electronic payment if made available by the Albany State University. Albany State University shall have the right to refuse any tender of payment in cash. No third party checks will be accepted or considered a proper tender of payment. In the event any payment is made by a check which is returned, Albany State University may require Student/resident to make future payments by certified funds. If Student/resident elects to mail any payment, then it is Student/resident's responsibility to ensure that payment is received by the Due Date.

Conservation Caps (Hall 3 and Hall 4)

In order to promote responsible use of and conservation of electricity Albany State University has placed caps on Albany State University's obligation to pay for electric in units. Electric bills over $40 ($10 for water; $30 for electricity) may be divided equally and billed to Student/resident by assigned space on a semester basis, which Student/resident hereby agrees to pay before the end of the semester of which this agreement is effective. *This clause may be enforced in cases of irresponsible energy consumption. If activated and students fail to pay overage deposits may be forfeited and each student will be responsible for replenishing their deposit amount for future housing.*

4. DEPOSIT: An application, application fee and deposit for campus housing can only be submitted ***AFTER*** the STUDENT receives an official acceptance to Albany State University from the Office of Admissions. **Submission of a Residence Hall Application does not guarantee housing.**

Student/resident must deposit with the Albany State University a deposit (the "Deposit') in the amount of $200 to secure the Student/resident's full and faithful performance of this Housing and Residence Life Agreement. If the student decides to terminate/default this Housing and Residence Life Agreement hereunder or prior to the expiration of the Term, Albany State University may deduct from the Deposit an amount sufficient to pay:

VIII. any damages as a result of Student/resident's nonpayment of any portion of Total Residence Life and Housing Fees or non-fulfillment of the Term of this Housing and Residence Life Agreement including Student/resident's failure to enter" into possession or abandonment of the assigned space;
IX. any damages to the assigned space, Unit, or University property for which the Student/resident is responsible;
X. any unpaid bills which become due by virtue of Student/resident's occupancy;
XI. any costs of re-renting the assigned space after a breach of this Housing and Residence Life

Agreement by Student/resident;

XII. any court costs incurred by Albany State University in connection with terminating the tenancy;

XIII. attorneys fees and/or other costs incurred in enforcing its rights and remedies under this Housing Agreement; and

XIV. any other damages which Albany State University may sustain which may then be a permitted use of the Deposit under the applicable laws of the State of Georgia, in which the Albany State University is located (the "State").

C. If a current residential student renews their housing agreement for the subsequent Fall semester the housing deposit will automatically roll to the next academic year (Fall and Spring), creating a new agreement and end date.

D. Students suspended or expelled for disciplinary reasons are not entitled to a refund of any deposits or housing fees or room charges paid.

Application of the Deposit in order to satisfy all or part of Student/resident's obligations shall not prevent Albany State University from claiming damages in excess of the Deposit. Student/resident shall have no right to have the Deposit applied to any portion of Total Residence Life and Housing Fees which may become due under this Housing Agreement.

5. NON-REFUNDABLE APPLICATION FEE: In addition to Total Residence Life and Housing Fees and the Deposit, Student/resident shall pay an annual, non-refundable application fee in the amount of $50 which is due prior to a room being assigned.

6. CONTRACT RELEASES/CANCELLATION: Under certain circumstances, the student may terminate this contract by giving written notification to the Housing and Residence Life Office within seven business days of intended vacate date. If the student has occupied the assigned space and the request for termination has been approved, he/she must follow proper check-out procedures published in the Housing and Residence Life Handbook. Occupancy is defined by the signing of the application and housing agreement along with the reservation of a housing assignment through the office of Housing and Residence Life. Occupancy does not require actual physical presence by the student and/or his/her possessions. Failure to check-out properly will result in a $75.00 improper check out fee and a $45.00 charge for not turning in the assigned space key. Turning in the assigned space key and moving personal belongings does not constitute proper release of an assigned space. The student must contact the Housing and Residence Life Office to initiate the process to terminate his/her contract.

A. Deposit Refund

A student may request, in writing, within 7 business days of intended vacate date, a release from this contract under the following conditions with no penalty if granted.

1. Graduation
2. Military Duty
3. Serious Medical Condition
4. Marriage
5. Untimely Death of Student or Immediate Family Members (mother, father, sibling, child)

A student may request, in writing, a release from this contract under the following conditions, but will forfeit his/her damage deposit, if granted.

1. Withdrawal from the University
2. Transferring to another school
3. Proven Financial / Personal Hardship
4. Academic Suspension
5. Judicial Suspension (Housing or University related)
6. Other unforeseeable situations that do not fit within the “no penalty” guidelines listed above

The above conditions will subject student (resident) to forfeiture of deposit policy, but will not automatically subject the student to the 50% charge of room fees, as outlined in clause #6B (below). In some cases the breach of agreement penalty may apply.

B. Student Cancellation Policy

Residents who complete a Housing and Residence Life Agreement, thereby reserving a space for the complete

academic year (Fall and Spring), may request, in writing, to cancel this contract by July 10, without forfeiting their damage deposit. All cancellations following July 10 will be subject to the forfeiture of their damage deposit and the breach of agreement penalty. All cancellation dates will be established by postmark, fax date, or office personnel recorded date on the written request.

Breach of Agreement Penalty
Students who complete the Housing and Residence Life Agreement and enroll for classes at ASU, and fail to honor this agreement will forfeit their damage deposit and be held financially responsible for the pro-rated amount used for time of stay within the residence hall plus 50% of the remaining room charge balance for the semester.

A student may request, in writing, within 7 business days of intended vacate date, a release from this contract condition under the following conditions with no penalty.

1. Graduation
2. Military Duty
3. Serious Medical Condition
4. Marriage
5. Untimely Death of Student or Immediate Family Members (mother, father, sibling, child)

Failure to provide official and appropriate documentation supporting the above claims will result in denial of the contract release.

Within 10 business days of release request submission the student will receive a letter of approval or denial at the address provided on the release request form. Students will have 5 business days to respond to the decision or to retract their release request. Reversal of the room release is dependent upon the availability of that room. Housing and Residence Life reserves the right to immediately reissue any available spaces as needed.

C. Administrative Withdrawals

Students suspended or expelled for disciplinary reasons are not entitled to a refund of any room or board deposits or fees paid. Students who are asked to vacate their residence hall room as a result of disciplinary actions (but who are allowed to continue classes) are not eligible for a refund on any portion of any fee charged by the Housing and Residence Life Office.

D. Cancellation Waitlist

In cases where applications exceed the number of bed spaces available and the Housing Coordinator calculates that a limited number of students can be released from their Agreements without resulting in empty beds during the applicable term, students may apply to be released without breach of agreement penalties, after the Binding Date on a first-come, first-served basis. These students may be placed on a cancellation waiting list until such time that Housing and Residence Life determines whether or not projected occupancy warrants their release. Students who are placed on the cancellation waiting list should not assume that they will automatically be released or released without breach of agreement penalties. Students who have requested release and subsequently change their mind must notify Housing and Residence Life, in writing. Failure to do so prior to the time a release is granted will result in a forfeiture of their housing assignment.

E. Forfeiture of Room – "No-Shows"

Each student who has not checked into the assigned residence hall by 10:00 PM of the last official check in date, or has not emailed the Housing and Residence Life Office (asuhousing@asurams.edu) to guarantee a late arrival will be declared a no-show and the space will be released for assignment to another student.

C. If student is deemed as a "no-show" and there is a paying applicant waitlisted to assume the "no-show" student's assigned space, the "no-show" student will automatically forfeit their deposit and be released from their housing agreement.

D. If student is deemed as a "no-show" and there is NOT a paying applicant waitlisted to assume the "no-show" student's assigned space the "no-show" student will NOT automatically be released from their housing agreement and MUST complete the Release Request Appeal Process, as outlined in clause 6B of this agreement. Refunds of any type will be subject to the outcome of the appeal process.

7. USE: The Assigned space shall be used solely as a private residential dwelling only and for no other purposes. No more than one person shall be entitled to occupy the assigned space. If Student/resident desires to have a guest,

which for the purposes of this Housing and Residence Life Agreement shall be defined as any person visiting within the regulatory guidelines stated in the Student Housing and Residence Life Handbook, then Student/resident shall check in the guest(s) with Albany State University. However, Student/resident shall not have overnight guest(s) as defined in the Housing and Residence Life Handbook. In the event of the occupancy by any unregistered or unauthorized guest(s) of the space or Unit, Albany State University shall be entitled to reprimand the student according to the Albany State University judicial decisions, in addition to the right of Albany State University to declare the Housing Agreement in default and pursue any of Albany State University's other remedies hereunder or at law or equity.

Student/resident agrees: (I) to abide by all applicable governmental laws, orders, rules and regulations, (ii) to avoid disruptive behavior or conduct, (iii) to obey the rules and regulations outlined for the University, (iv) not to injure the reputation of the University or its residents, (v) not to take any action or inaction which would cause an increase in the rate of insurance at the University, (vi) not to use profane language, (vii) not to exhibit loud or boisterous conduct, (viii) not to engage in the use or sale of alcohol, any illegal or controlled substance, participate in the manufacture of illegal drugs or have in your possession of drug paraphernalia (ix) not to have firearms or explosives of any kind In the University, and (x) not to engage in any activity which Interferes with or decreases the use and enjoyment of the University by other residents. Violation of any the above or those rules and regulations listed in the Housing and Residence Life Handbook, Student Handbook or other University postings may result in fines up to being dismissed from campus housing.

Zero Tolerance Policies

Students that fail to abide by the University's Zero Tolerance policies, as listed below, may be immediately removed from University Housing facilities until conclusive judicial hearings are held within the Office of Student Life. If student/resident is cleared of all charges, the student/resident will be allowed to return to his/her assigned space. If student/resident is found to be in violation of all or any portion of a zero tolerance charge, the student/resident may be permanently removed from housing and banned from entering any residence hall, except by special permission of the Director of Housing. Zero tolerance violations include:

9. Hazing
10. Sexual Assault
11. Weapons
12. Gang Affiliation
13. Drugs
14. Alcohol
15. Property Damages in Excess of $500
16. Tampering or Destruction of Safety and Security Equipment or Devices

Students suspended or expelled for disciplinary reasons are not entitled to a refund of any room or board deposits or fees paid. Students who are asked to vacate their residence hall room as a result of disciplinary actions (but who are allowed to continue classes) are not eligible for a refund on any portion of any fee charged by the Housing and Residence Life Office.

8. CONDITION OF UNIT: Student/resident hereby acknowledges that the Unit and/or space are being delivered in "as-is" condition, and Student/resident's acceptance of the Assigned space and Unit at the beginning of the Term constitutes Student/resident's acknowledgment that the Unit and Assigned space and its furnishings are in good repair and livable condition, except as otherwise specifically noted on the Check-In/Check-Out Inventory Report, which is to be completed at move-in. Any personal property remaining in the Unit at the end of the Term shall be deemed abandoned by Student/resident and may be disposed of by Albany State University as allowed by law.

9. Collective Liability/Damage and Vandalism: Absent normal wear and tear, each resident accepts responsibility for the upkeep and maintenance of his/her room and furnishings, and any shared spaces. Every resident has a responsibility to be respectful of the community living environment which requires residents to work, learn, relax and retire in an environment that is shared by multiple individuals. Failure to maintain safe and clean facilities impacts the rights of others and will not be tolerated. By signing this housing contract, I accept responsibility for being a good neighbor and will report negligent and/or willful behavior by those engaged in vandalism, damage or destruction of the facilities now serving as my primary residence while away from home. This will allow appropriate disciplinary action and financial remuneration to be made against those who do not respect this community environment. While the University and ASU Housing officials will strive to attribute damage and vandalism charges to the individuals responsible, when it cannot do so, I accept that as a members of a floor, hall, apartment or building that I may be charged equally for any damages to shared property. Damage, vandalism, theft, inappropriate use of facilities, and/or use of facilities/furnishings in a manner other than that for which they were intended are prohibited. If collective liability for damage or creating unhealthy living conditions is assessed against me as a resident, I will be

entitled to review the repair/maintenance charges and the apportioning of the costs, but I accept that I shall have no right to appeal any Collective Liability charge.

10. STUDENT/RESIDENT'S OBLIGATIONS AND RESPONSIBILITIES: Student/resident agrees to keep and maintain the assigned space / unit in a good, clean, and sanitary condition, excepting reasonable wear and tear, and to make no alteration or addition thereto (including, but not limited to affixing fixtures to the space, assigned space or Unit) without the prior written consent of Albany State University.

Student/resident shall promptly report to Albany State University all damage and repairs which need to be made to the assigned space and Unit. Student/resident shall be liable for and shall pay all costs and expenses for damages and repairs to the assigned space and unit (including, but not limited to, the cost of replacing or repairing all broken or damaged furnishings or fixtures; any costs related to defacement or damage to walls, ceilings, floors, carpets and doors; and reasonable charges for Albany State University's overhead, administrative cost, and expense) caused by Student/resident's (or guest(s) of Student/resident) abuse, carelessness or misuse of the assigned space and unit. Such costs for repair and damages shall constitute Additional Residence Life and Housing Fees. It is understood that Student/resident will be occupying the Unit jointly with Co-Student/resident. Student/resident shall be responsible for any damage caused to the Unit, assigned space and/or University by Student/resident or Student/resident's guests, and Student/resident and Co-Student/resident shall be jointly and severally liable, at the sole discretion of Albany State University, for any damages to the kitchen and living/dining area of the Unit, including, but not limited to, its furnishings, fixtures, walls, ceilings, floors, carpets, and doors, and such costs for repair and damages or disappearance shall constitute Additional Residence Life and Housing Fees. No furnishing assigned to the unit shall be removed or dismantled without written permission from Albany State University. Student/residents who are found to have caused excessive damage to his/her assigned space will be subject to immediate removal from the residence hall. Examples of excessive damage include, but are not limited to, dislocated door frames, holes in walls or doors, broken furniture, dislocated smoke detectors, disjointed doors and dislocation of permanently affixed objects.

Albany State University strives to provide a safe and comfortable environment. If Student/resident needs to report a maintenance request for an apartment or assigned space, Student/resident should contact Albany State University and describe the problem. If applicable, maintenance request maybe required to be received in writing.

Student/resident acknowledges the Importance of good housekeeping, adequate ventilation, and moisture control in its use of the Premises, and the importance of compliance with the provisions of the housing agreement relating to water intrusion, water damage, and mold. Student/resident acknowledges that it has a duty to notify Albany State University immediately upon discovery of occurrence of moisture control problems, water damage, water intrusion, or mold in the Premises. Student/resident further agrees that if mold conditions are discovered In the Premises, Student/resident will not take or allow to be taken any steps to clean up or remove the mold conditions without the expressed permission of Albany State University.
Student/resident shall also be responsible for any damage, including but not limited to damage from water and mold, which occurs as a result of Student/resident's failure to give notice to Albany State University within 24 hours of the discovery of water intrusion, water damage or mold in the Premises. Student/resident hereby releases Albany State University from any claim, loss or liability relating to such water intrusion, water damage, or mold, including any claim, loss or liability arising from Student/resident's failure to notify Albany State University as required herein.
Student/resident shall be responsible for and liable for the conduct of Student/resident's guests, licensees, and invitees. Any use of the assigned space, Unit, or University by a guest, licensee, or invitee of Student/resident which would violate any provision of this Housing Agreement shall be considered a breach of this Housing Agreement by Student/resident. Student/resident shall immediately report to Albany State University and the local law enforcement authority all acts of vandalism to the assigned space, Unit, or University.

11. LIABILITY: Student/resident acknowledges that Student/resident shares the Unit with other Co-Student/resident(s) and that Student/resident is solely responsible for getting along with the Co-Student/resident(s) of the Unit, even if Albany State University placed Student/resident with Co-Student/resident(s). Albany State University shall not be liable for any personal conflict of Student/resident with Co-Student/resident(s), Co- Student/resident's(s') guests, licensees, or invitees, or with any other student/resident that reside at the University. A conflict of any kind, including, but not limited to, actual or threatened physical injury, between Student/resident and Co-Student/resident(s) In the Unit or student/resident that reside at the University does not constitute grounds for termination of Housing and Residence Life Agreement by Student/resident. Albany State University shall not be liable for any personal injury to Student/resident or damage or loss to Student/resident's property, including, but not limited to, any injury, loss, or damage caused by burglary, assault, vandalism, theft, flooding or any other crimes.

12. ALBANY STATE UNIVERSITY'S RIGHT OF INSPECTION AND ENTRY: Student/resident agrees that Albany State University, or its agents or representatives, may enter the assigned space, Unit, or other Units at the University at reasonable hours for the purpose of making inspections and repairs or for the purpose of displaying the assigned space or Unit to prospective student/resident or purchasers. In an emergency situation, Albany State University may

enter at any time to protect life or prevent damage to the Assigned space or Unit. Student/resident by placing a work order for work to be performed authorizes Albany State University or agent to enter dwelling unit for the purposes of completing that work order in a timely manner.

13. STUDENT/RESIDENT'S OBLIGATIONS, RESPONSIBILITIES AND CONDITIONS:

D. Although Student/resident may have visitors from time to time, Albany State University requires that no more than eight (8) persons be allowed in four occupant suites or apartment units and (6) in double occupant units at any one time, and that order and tranquility prevail at all times. If Student/resident is in violation of this condition of the Housing and Residence Life Agreement, the total cost of repairs for any and all damages caused by an excess number of people in the Unit or areas outside the Unit will be the responsibility of Student/resident.

E. Student/resident agrees to abide by all federal, state and municipal laws, ordinances, regulations or orders (including but not limited to those pertaining to use of hazardous substances) as well as Albany State University's rules and regulation now in force and effect or which may be hereafter enacted. These rules as the same may be amended from time to time with notice to Student/resident; as referenced by Section 18, which rules and regulations are specifically incorporated herein by reference and made a part hereof.

F. Student/resident shall not allow the Premises, Unit or Facility to be used for any unlawful purpose whatsoever. Without in any way limiting any of the foregoing, Student/resident further agrees to not allow in the Premises, in the Unit or in the Facility any illegal manufacture, sale, possession or use of any drugs, alcohol or substances controlled by the state in which the Premises, or Facility are located or by the United States federal government by Student/resident or by any of Student/resident's guests or Invitees. Student/resident also agrees not to possess or keep any explosives, flammable or any hazardous substances, or any Item or thing of a dangerous nature in or on the Premises or the Facility, or to allow any guest or invitee to possess or keep the same in or on the Premises, Unit or Facility. Student/resident understands and agrees that violation of this paragraph shall constitute an immediate material default of the Housing Agreement, which may not be cured. Possession of any firearm or weapon also will constitute an immediate material default of the Housing and Residence Life Agreement, which may not be cured.

14. STUDENT/RESIDENT ACKNOWLEDGEMENT OF SECURITY POLICY:

D. No representation: Student/resident acknowledges that neither Albany State University nor Agent has made any representations, either written or oral, concerning the safety of the University in which the Premises is located or the effectiveness or operability of any security devices or security measures on the Premises of Facility.

E. No Warranty or guarantee: Student/resident acknowledges that Albany State University and Agent neither warrant nor guarantee the safety or security of Student/resident or their guests or invitees against any criminal or wrongful acts of third parties. Each Student/resident, and their Guests or Invitee are responsible for protecting his or her own person and property and hereby releases Albany State University and Agent for any and all damage to person and property.

F. No reliance on security devices or measures: Student/resident acknowledge that security devices or measure may fail or thwarted by criminals or by electrical mechanical malfunctions. Therefore, Student/resident acknowledges that he or she should not rely on such devices or measures and should take steps to protect himself or herself and his or her existing property as if these devices or measures did not exist. Student/resident agrees to immediately notify Albany State University or Agent of any malfunctions involving locks.

15. PARKING, RECREATION, AND COMMON AREAS: Various areas of the University are designated and intended for the use in common by all student/resident and are (the "Amenities") made available by the Albany State University. Student/resident acknowledges Albany State University retains the absolute right to alter, modify, or eliminate said Amenities should Albany State University so elect.

Student/resident shall have no rights by reason of this Housing and Residence Life Agreement to the use of any Amenities covered in this section. The use of the Amenities by the Student/resident shall be at the Student/resident's own risk and use may be regulated, denied, or restricted at any time by Albany State University. Student/resident is required by this Housing Agreement and warrants that Student/resident shall personally supervise Student/resident's guests, invitees, and licensees and their every use of the Assigned space, Unit, and Amenities, and Student/resident is completely responsible for their safety, negligence, and all of their actions. Student/resident understands that Albany State University will not provide supervision of the same.

Where applicable, there may be a fee required for parking at the premises. All parking arrangements must be handled with the ASU Police Department.

16. PET POLICY: Student/resident shall not have or allow any pet to be in the Assigned space or Unit, except for guide dogs accompanied by sight-impaired persons and with prior written consent by Albany State University.

17. RELOCATION: For purposes of operating efficiency, Albany State University reserves the right, upon five (5) days' advance written notice to relocate Student/resident to another apartment unit at the University. Furthermore, Albany State University retains the right to assign student/resident to other assigned spaces in the Unit. Albany State University, to the extent practical and in Albany State University's sole discretion, will honor Student/resident's requests for the sharing of a particular Unit. Student/resident may request relocation to another apartment unit in the University by providing thirty (7) days written notice to Albany State University of the desire to relocate. Albany State University, in its sole discretion, may allow or refuse such relocation.

18. RULES AND REGULATIONS: The Rules and Regulations are included and incorporated herein by reference to the Housing and Residence Life Handbook, Student Code of Conduct Handbook, and ASU Parking Manual and are an important part of this Housing Agreement. By executing this Housing Agreement, Student/resident acknowledges that he or she has read and agrees to abide by the Rules and Regulations. Albany State University reserves the right to make changes to the Rules and Regulations and such amended Rules and Regulations shall be deemed as equally binding upon Student/resident as if originally set forth herein upon notice to Student/resident.

19. CASUALTY: In the event of fire or other casualty, Student/resident must immediately notify Albany State University by calling Albany State University Police Department at 229-430-4711 and the Hall Manager. If the assigned space and/or Unit is partially destroyed by fire or other casualty not attributable to the negligence or carelessness of Student/resident or Student/resident's guest, licensee, or invitee, the Assigned space or Unit, as applicable, may be promptly restored and repaired by Albany State University and any Payment(s) for the period that the assigned space and/or Unit is un- livable shall abate, unless Albany State University provides Student/resident with alternative living space, in which event Payment(s) will not be abated. However, if the assigned space and/or Unit is substantially destroyed, then this Housing and Residence Life Agreement may be terminated by either Albany State University or Student/resident, in which event the remaining unpaid Payments due hereunder shall cease to accrue as of the date of such damage or destruction. Notwithstanding the foregoing, It is expressly understood and agreed Student/resident shall not be excused from paying any payment if the damage or destruction to the assigned space and/or Unit is the result of or is attributable to the negligence or carelessness of Student/resident or the guests, licensees, or invitees of Student/resident, and Student/resident shall be charged for the cost of any repairs or dean-up attributable to carelessness or negligence *by* Student/resident or Student/resident's guests, licensees, or invitees which charges shall be considered as additional Residence Life and Housing Fees.

20. STUDENT/RESIDENT'S PROPERTY AND RESIDENCE LIFE AND HOUSING RENTAL INSURANCE: Student/resident is responsible for acquiring and maintaining Student/resident's own insurance on personal property, furniture, clothing, and valuables kept by Student/resident in or about the assigned space, Unit, and University. Albany State University shall have no liability with respect to same, whether such Items are lost, injured, or damaged by theft, flooding, wind, rain, fire, Act of God, or other casualty, and Student/resident expressly waives all claims for such injury, loss, or damage. Albany State University is not responsible for and will not provide fire or casualty Insurance for Student/residents personal property. **Students or their parents are strongly encouraged to carry appropriate insurance to cover such losses.**

21. ALBANY STATE UNIVERSITY'S PERMISSION OR CONSENT: If any provision of this Housing and Residence Life Agreement requires the written permission or consent of Albany State University, such written permission or consent may be granted or withheld in the sole discretion of Albany State University, may contain such conditions as Albany State University deems appropriate, and shall be effective only so long as Student/resident complies with such conditions. Moreover, any written permission or consent given by Albany State University to Student/resident may be modified, revoked, or withdrawn by Albany State University at *any* time, at Albany State University's sole discretion, upon written notice to Student/resident.

22. NOTICES: Student/resident shall, within five (5) days after occurrence, notify Albany State University, in writing, of any alleged violation by Albany State University of any of its obligations arising under this Housing and Residence Life Agreement or otherwise. Failure of Student/resident to give such notification in writing, within the time prescribed shall constitute a total and complete waiver of said alleged violation and shall not be asserted by Student/resident as any grounds for nonperformance of Student/residents obligations under this Housing and Residence Life Agreement.

23. ABANDONMENT: In the event the Assigned space is abandoned, Albany State University shall have the right, without notice, to secure the assigned space with new locks, to store or dispose of any property or personal possessions left in the assigned space by Student/resident or Student/residents guests, licensees, or invitees, and to reassign the space for new occupancy. Any such abandoned property or personal possessions shall be considered Albany State University's property and title shall vest in Albany State University. Albany State University, in its sole discretion, shall have the right to determine when the assigned space is abandoned. Student/resident agrees

abandonment of the assigned space shall include, but is not limited to, anyone of the following: the removal of personal property from the assigned space other than in the usual course of continuing occupancy, the failure to pay Residence Life and Housing Fees or other charges, discontinuance of any utility service, and failure to respond to any notices, phone calls, or correspondence from Albany State University.

24. DEFAULT BY STUDENT/RESIDENT: If Student/resident fails to pay any Payment or Additional Residence Life and Housing Fees, as and when due hereunder, or if Student/resident abandons Assigned space or fails to perform any of its obligations hereunder, or If any Information contained in Student/resident's Residence Life and Housing Fees application is untrue or misleading, Student/resident shall be in default hereunder and Albany State University may at its option terminate this Housing and Residence Life Agreement by written notice to Student/resident. Student/resident shall surrender possession of the assigned space to Albany State University upon the date specified in such termination notice, and Student/resident shall be liable to Albany State University for, and shall indemnify Albany State University against, all loss and other expenses (for re-letting, refurbishing, cleaning or otherwise making the Assigned space suitable for re-letting) suffered or Incurred by Albany State University as a result of Student/residents default and termination of this Housing and Residence Life Agreement. Notwithstanding the commencement of a dispossessory proceeding and the issuance and execution of a writ of possession on account of any default by Student/resident, Student/resident shall remain liable to Albany State University for all payments and additional Residence Life and Housing Fees, accrued through the date on which possession is obtained by Albany State University, and Student/resident shall continue to be liable for any Payment(s) and Additional Residence Life and Housing Fees accruing thereafter until the earlier of the expiration of the Term or the reissue of assigned space.

It is intended that Albany State University's remedies for a default hereunder shall be as broad as permitted under the laws of the State and shall include without limitation, (a) the right to cancel this Housing and Residence Life Agreement, reserving the right to collect any unpaid Total Residence Life and Housing Fees; or (b) the right to collect Residence Life and Housing Fees for the Assigned space for the account of Student/resident; second, to the cost of repairing any damage to the Assigned space, and third, to Student/resident's Residence Life and Housing Fees obligations hereunder, with Student/resident and Guarantor(s) remaining fully responsible for any deficiency in the Residence Life and Housing Fees obligations for the remainder of the Term. The exercise of anyone remedy shall not be deemed exclusive of the right to collect Total Residence Life and Housing Fees, or of Albany State University's right to avail itself of any remedy allowed by law or equity. In the event the Rules and Regulations now or hereafter enacted prescribe warning and/or charges for certain actions of Student/resident which may constitute violations of this Housing Agreement, Albany State University may elect, in its sole discretion, to enforce the default and/or terminate provisions contained herein or to enforce the provisions of the Rules and Regulations.

In the event of a default by Student/resident hereunder, in addition to any other remedies, Albany State University is entitled to employ an attorney at law to enforce Albany State University's rights hereunder and all reasonable fees and cost connected therewith shall be paid by Student/resident. Any Residence Life and Housing Fees obligations or damages that remain unpaid after default shall bear interest at the lesser of fifteen (15%) percent per annum, or the highest rate allowable by law. In the event of re-entry and repossession by the Albany State University, Albany State University shall have the right to store or dispose of Student/residents property remaining on the Assigned space, and Student/resident shall be liable for all costs, fees and damages incurred by Albany State University and such re-entry shall not be deemed an acceptance by the Albany State University or a surrender of any rights of Albany State University or otherwise constitute a release of Student/resident from the terms of this Housing Agreement.

Student/resident agrees Albany State University shall have no liability for any actions taken to secure the assigned space, obtain possession of the Assigned space, or store or dispose of any personal property or possessions found in the Assigned space when Albany State University deems the Assigned space to have been abandoned, and such actions are a Contractual matter to which Student/resident has given his consent, and any alleged action shall not give rise to a claim in tort or to a claim for punitive damages.

25. CHECK-IN AND CHECK-OUT PROCEDURES: Immediately preceding Student/resident's taking possession of the Assigned space, Student/resident may and Albany State University shall conduct an inspection of the Unit and Assigned space and shall note on the Check-In/Check-Out Inventory Report ("The -Inventory Report"), which shall be incorporated by reference and made a part hereof upon completion, any defects or damages, and any other conditions observed. Albany State University and Student/resident shall sign the Inventory Report prior to move-in as conclusive evidence of existing defects, damages, or conditions and of a full inventory of furniture and fixtures. If Student/resident fails to conduct the inventory inspection and/or sign, return the Inventory Report or specifically dissent in writing to any damage of defect, then Student/resident waives the right to dispute any assessment of damages to the Assigned space and/or Unit Upon Student/resident's surrendering possession of the Assigned space and Unit at the termination of the Housing and Residence Life Agreement, Albany State University shall note in the space provided on Albany State University's copy of the Inspection Report the present condition of the Unit and Assigned space, including all appliances, furnishings and fixtures therein, and any damage done thereto which Is deemed by Albany State University to have occurred during Student/resident's occupancy and use of the Unit and Assigned space, and Student/resident may inspect the Assigned space and Unit.

Upon termination of this Housing Agreement for any reason, Student/resident shall surrender possession of the Unit and Assigned space in a clean and sanitary condition, including removing all trash from the Assigned space and Unit. Student/resident shall return to the Albany State University all keys issued to the Student/resident by the Albany State University. If all keys issued to Student/resident are not returned to Albany State University upon the student vacating the Assigned space, Student/resident shall pay all costs associated with re-keying locks for the Unit and/or Assigned space, along with the cost of replacement of all keys for the locks re-keyed. Student/resident's failure to follow the prescribed check-out procedures may result in the partial or full forfeiture of the Deposit posted hereunder, but in no event shall such forfeiture be construed as liquidated damages.

26. RENEWAL: If, prior to the expiration of the Term, Student/resident executes a binding Housing and Residence Life Agreement with Albany State University for the next succeeding academic year (a "New Housing and Residence Life Agreement'), the terms of this Housing and Residence Life Agreement shall continue in full force and effect (without, however, any obligation of Student/resident to make any additional payment of Residence Life and Housing Fees or Payment hereunder) until the beginning of the term provided in the new Housing and Residence Life Agreement the ("New Term''). Nevertheless, Student/resident shall remain liable for all amounts of Additional Residence Life and Housing Fees which may be or become due and owing hereunder prior to the commencement of the New Term.

27. NO BUSINESS USAGE OR SIGNS: Student/resident shall not carry on any organized business for remunerative purpose from the Unit nor use any Unit phone number for business purposes. Student/resident shall place no signs, placards or other advertisement of any character in the Unit and Assigned space, or anything visible from the outside.

28. PHOTOGRAPHS: Student/resident agrees to allow Albany State University to use photographs of the Student/resident and the Unit for the purpose of advertising the University or other similar apartment University owned by Albany State University and hereby consents to such use.

29. SUBORDINATION: This Housing and Residence Life Agreement shall be subject and subordinate at all times to the lien or security title or interest of any and all mortgages, deeds of trust, and deeds to secure debt now or hereafter placed on or against the University or on or against Albany State University's interest or estate therein, all without the necessity of having further instruments executed on part of Student/resident to effectuate such subordination. Student/resident agrees, upon demand and without cost, to execute any instrument as may be reasonably requested to additionally evidence such subordination. Student/resident agrees, upon the written request of Albany State University or any mortgagee, to attorney to such mortgagee or any assignee or successor to Albany State University's title in the University.

30. INDEMNIFICATION: Student/resident, for himself/herself, and his/her representatives, heirs, assigns and successors releases Albany State University, 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/resident's failure to fulfill any condition of this Housing and Residence Life Agreement; (b) any and all liability for injury or loss relating to Student/resident's use and occupancy of the Assigned space, Unit, or University; (c) any damage or injury happening in or about the Assigned space, Unit, or University to Student/resident's guests, licensees, invitees, or such person's property; and (d) Student/resident's failure to comply with any applicable laws, rules or regulations.

31. STATE LAW: The law governing this Housing and Residence Life Agreement is the law of the State of Georgia.

32. MISCELLANEOUS: Failure of Albany State University to Insist upon strict compliance with the terms of this Housing and Residence Life Agreement shall not constitute a waiver of Albany State University's rights to act on any violation. In all references herein to Student/resident, the use of the singular number Is Intended to include the appropriate number as the text of this Housing and Residence Life Agreement may require, and all gender references to male or female are intended to be gender neutral. This Housing and Residence Life Agreement creates a usufruct only and not an estate for years. This Housing Agreement and any attached addenda constitute the entire Housing and Residence Life Agreement between the parties and no oral statements shall be binding. Any amendment to this Housing and Residence Life Agreement, other than a change to the Rules and Regulations, must be in writing and signed by the party to be bound. Time is of the essence in the obligation under this Housing and Residence Life Agreement. Any addendum referenced in this Housing and Residence Life Agreement including, but not limited to the Rules and Regulations, Check-In/Check-Out Inventory Inspection Report, and Guaranty, are hereby Incorporated by reference as a part of this Housing and Residence Life Agreement. If anyone or more of the provisions of this Housing and Residence Life Agreement, or the applicability of any such provision to a specific set of circumstances shall be invalid or unenforceable, such provision(s) shall be modified to the minimum extent necessary to make It or Its application valid or enforceable; and the validity and enforceability of all the provisions of this Housing and Residence Life Agreement and all other applications by any such provision(s) shall not be affected thereby.

Acknowledgment

Student/resident hereby acknowledges that he or she has read this Housing and Residence Life License, the agreement application, addendum(s), and the Rules and Regulations. Student/resident understands that the Rules and Regulations may be amended from time to time. Amendments are for the purpose of protecting the Premises, Unit and Facility and providing for the safety and well being of all the occupants of the Premises, Unit and Facility, and affirms that Student/resident will, in all respect, comply with the terms and provisions of the agreement**. STUDENT/RESIDENT ACKNOWLEDGES THAT THIS AGREEMENT IS A LEGAL DOCUMENT AND IS INTENDED TO BE ENFORCEABLE AGAINST STUDENT/RESIDENT.**

This Housing Agreement must be notarized OR signed in front of an official Albany State University Housing and Residence Life representative. This process is to verify the validity of the signing applicant. Notaries are typically found in local US Postal Offices, banks, or county clerk offices. Failure to follow this procedure will result in a delay of room reservation. Improper notarization or signing deems this agreement and housing application incomplete and therefore can not be processed.

Signature Student/resident: _____

Parent/Guardian (for students 17 and under):_____

Signature Agent (Notary or Housing Official):_____ of
(This form must be notarized if not signed in presence of ASU Housing Official)

Today's Date: _____ / _____/ _____

Ram ID #: _____as identification.

This Housing License incorporates the following documents:

- ☐ **RAMLife Resident Guide**
- ☐ **ASU Student Code of Conduct Handbook**
- ☐ **Parking Manual**