

Residence Life and Housing 2009–10 Academic Year License Agreement



This is a license agreement between the Savannah College of Art and Design and the individual student. It is for the period of license agreement as specified in section 2 of “Terms and Conditions,” and entitles the student to the use of college accommodations only in such a manner as set forth herein and in the Code of Student Conduct, which is a part of the student handbook. It does not constitute a commitment of admission to or continuance at the college.

The college agrees to provide accommodations under the conditions of this license agreement and as described in the housing guide. *(This guide is available to prospective and continuing students by contacting the office of residence life and housing.)*

Students and their parents or guardians are urged to read carefully the terms and conditions of this license agreement. If the student is under 18, a parent or guardian must sign this license agreement along with the student. By signing you agree to follow policies also listed in the student handbook.

Terms and Conditions

1. Eligibility requirements

- Any person who has been admitted to the college and is enrolled as a full-time student may enter into this license agreement with the college.
- Any resident wishing to remain in housing while not maintaining a full load (15 credit hours) of academic classes in the same quarter must have advance written permission from the assistant director of housing.
- If a resident fails to properly enroll in classes or pay the required fees, resulting in the loss of status as an enrolled student, the resident shall vacate the premises within 48 hours of notification from the residence life and housing office.
- If a resident is enrolled in two classes or fewer, the resident may be required to vacate the premises within 48 hours of notification.
- Any resident who has exceeded four absences in each registered course and has ceased to attend classes must vacate the residence halls within 48 hours, unless granted prior approval by the assistant director of housing.
- Residents who are withdrawing from the college or transferring to another school after fall quarter must notify the office of residence life and housing in writing before Nov. 9, 2009. Residents leaving after winter quarter must submit written notification before March 1, 2010. Refer to section 3 for payments.
- Residents who withdraw during the quarter must notify the office of residence life and housing in writing and forfeit the housing payment for the quarter. Residents are required to vacate the premises and check out with a residence life and housing staff member within 48 hours of the withdrawal date.
- Any resident who has not registered for courses in the upcoming quarter must vacate the residence halls within 48 hours of the last day of classes, unless other arrangements have been made in advance with the assistant director of housing.
- A resident may not sublet or rent a room or permit another person to share a room assignment. A resident may not use any facilities or areas of the residence halls, including the room assigned to the resident, for any commercial purpose or activity.
- A resident whose housing license agreement is terminated by the college for any reason, including but not limited to disciplinary or academic reasons, forfeits the housing payment for the then-applicable quarter and shall be required to vacate the premises within 48 hours of notification from the residence life and housing office.

2. Period of license agreement

- This license agreement, unless otherwise provided, shall be binding for the entire 2009–10 academic year.
- The period of the license agreement is determined by the quarter the student moves into the residence halls:
 - Fall quarter: Sept. 10, 2009–May 28, 2010 (excluding winter break except for those in nine-month continuous housing)
 - Winter: Jan. 2, 2010–May 28, 2010
 - Spring: March 19, 2010–May 28, 2010
- Assigned rooms must be vacated, checkout procedures completed and all keys returned within 24 hours after a resident’s last final exam. Residents who have a scheduled examination on the last official day of finals must vacate by 5 p.m. the following day, May 28, 2010.
- Graduating residents are allowed to remain in their assigned spaces until noon the day following graduation exercises at no additional cost.
- Failure to check out properly and/or return all keys shall result in disciplinary fines and/or charges.
- Residents may not occupy or leave personal belongings in any room before their agreement date starts or after that date ends. Residents may be charged at minimum the daily rate of the assigned room as long as the belongings remain in the room.
- Any student who is approved for early occupancy before the stated license agreement period because of approved college commitments is bound by the terms of the license agreement upon occupancy.
- Residents transferring between SCAD-Atlanta and SCAD-Savannah during the academic year are bound by the terms of this license agreement; however, the agreement is transferable between locations.

3. Payment requirements

By execution of this license agreement, the student (and parent or guardian) agrees to pay the Savannah College of Art and Design the applicable rate for an assigned space with the understanding that the entire residence hall fee is nonrefundable and nontransferable to other charges or students. For September, residence hall assignments are made beginning Aug. 1, upon receipt of the entire residence hall fee and a signed housing license agreement. The deadline for paying the residence hall fee is Aug. 1. Students who do not meet this deadline forfeit their housing assignment and reservation fee and are subject to an additional nonrefundable cancellation fee of \$250.

4. Housing application procedures

- New incoming first-year, transfer and graduate students**
Housing assignments for new students to the college for the 2009–10 academic year are made only after the prospective student has completed the housing registration process through their MySCAD account and paid the \$250 nonrefundable reservation fee by June 1. Priority is given to those applicants who have paid in full by the balance due date (Aug. 1 for fall).
- Continuing and returning students**
Returning students shall have priority for allotted continuing student spaces provided that they sign up for their room during housing sign-up. The following is required to participate in sign-up prior to the posted deadlines: a completed housing application, a signed housing license agreement and a \$500 nonrefundable reservation fee. The housing balance must be paid by Aug. 1, to keep a student’s priority. If a returning student does not participate in housing sign-up, he or she can still receive housing by following the new incoming first-year, transfer and graduate student guidelines for housing, and submitting the \$500 nonrefundable reservation fee. Returning students are subject to an additional nonrefundable cancellation fee of \$250 if housing is cancelled after June 1 (for fall) prior to occupancy.
- Residence hall applications are not processed until the admission department receives all commitment materials and the bursar’s office receives the reservation fee.
- All late payments are accepted and assignments are made, if space is available, based on date of balance payment.

5. Assignments and occupancy

- The college cannot guarantee a student a particular type of accommodation. Assignments to specific halls and rooms are made in accordance with the established policy for priorities as space allows.

- The resident understands that the college makes all assignments without regard to race, color, religion, sexual orientation, national or ethnic origin, or age and rejects all requests for changes of assignment based on these grounds.
- The student agrees to provide the college with the information and preferences requested on the housing application for the purposes of hall, room and roommate assignments.
- Mutual requests for assignment with a specific roommate are considered but not guaranteed.
- If any resident unreasonably refuses to accept a roommate or hinders the college in the assignment of a roommate, the college may, at its discretion, require that resident to be responsible for the total housing payment for the room, be reassigned or consolidated to a different room, and/or be subject to disciplinary action.
- Where there is a vacant space, the room must be maintained by the occupant(s) in a manner that allows for immediate occupancy. Failure to do so shall result in a minimum fine of \$75 and charges related to preparing the room for occupancy.
- The college reserves the right to assign students to temporary accommodations in the event that regular rooms are not available. Students who accept a temporary assignment do so with the understanding that they may be given short notice to relocate to a permanent or other temporary space. Failure to relocate in the time allotted by the office of residence life and housing may result in the loss of the assignment.
- Any student who has a health-related need that may affect his or her assignment must submit a letter from an appropriate health professional certifying the condition. This request must be submitted for approval to the office of counseling and student support services by June 1 (for fall), Nov. 20 (for winter), or Feb. 5 (for spring). Late requests may not receive the same priority as those received by the deadline date.
- The college reserves the right to assign applicants to any available space and, when deemed necessary, consolidate spaces for maximum availability purposes.
- Rooms may be occupied and vacated only in accordance with schedules published by the office of residence life and housing.
- Any student who fails to occupy his or her assigned space by the first day of classes is bound by this agreement but may lose his or her assigned space and can be assigned to a temporary space unless prior arrangements have been made with the office of residence life and housing.

6. Assignment changes

- Rooms may be occupied only upon assignment by the office of residence life and housing, and all exchanges, transfers and vacating of rooms must be approved in writing by that office.
- Students who fail to follow the proper check-in/checkout and/or room change procedures may be assessed a \$150 improper checkout charge and are subject to disciplinary action and termination of this housing license agreement with forfeiture of the housing deposit and incurring the entire year’s housing fee.
- Students may submit requests for room changes beginning the Monday of the third week through the end of the quarter. Room changes may be limited during the last two weeks of the quarter due to finals and during periods when new incoming students have been notified of their assignments. All room changes are at the discretion of the office of residence life and housing.
- Administrative room changes may be considered for approval during non-designated periods, which are the first two weeks of each quarter.
- The college reserves the right to modify room assignments for disciplinary reasons, health, safety, catastrophe, closing of a facility, or unresolvable incompatibility of roommates, and to cancel or terminate this agreement for disciplinary reasons.
- The college reserves the right to temporarily or permanently reassign a student for violation(s) of community standards.
- Students or their parents or guardians agree to assume additional fees/costs for voluntary hall changes and/or disciplinary reassignment.
- Students must follow checkout procedures obtained from the office of residence life and housing.
- Any student not returning to their current campus for the following quarter must check out at the end of the current quarter by the posted date and time.

7. Furnishings, utilities and sanitation

- Each resident shall be provided at minimum with a bed, shared chest of drawers or dresser, closet space, drafting table and stool.
- Each resident is responsible for the condition of the assigned room and shall reimburse the college for all damages to the room, and damage to, or loss of, fixtures, furnishings or properties provided under this housing license agreement.
- Residents shall not move or rearrange any stationary furnishings or fixtures, or remove any college furniture from their rooms or apartments. Residents are prohibited from moving common area and lobby furniture or fixtures into their rooms or apartments. Any such removal of communal furniture shall constitute theft of college property and shall subject violators to disciplinary proceedings and/or criminal penalties.
- Additional furnishings brought into the room must be free-standing and clear of all existing fixtures, furniture and/or walls and must be removed at the end of occupancy. Any property left in the room past the allotted move-out time will be stored by residence life for 30 days after the approved date for cancellation or withdrawal before disposing of the items. If the 30 days exceeds the end of the quarter, the resident will be charged at minimum the daily rate of the assigned room as long as the belongings remain. Residents are responsible for any fees assessed for removal of belongings.
- The college assumes no liability for loss or damage to a resident’s personal property for any reason. Residents are encouraged to seek renter’s insurance for loss or damage of property.
- The temporary failure or interruption of water, heat or other utilities shall give residents no claim for damages or reduction of fees.

8. Care of room and communal areas

- Rooms must be maintained in good sanitary condition, and upon checkout the room must be in the same condition as when possession was taken, ordinary wear and tear excepted.
- Damages to students’ rooms, including costs for special housekeeping or for replacing missing furnishings, are charged to the resident responsible for such damages, if known, or to the last known residents of that room. Residents shall advise residence hall staff of any deteriorated conditions of the room or its furnishings.
- Damages to the public areas of a residence hall, including costs for replacing missing furniture and other furnishings, that cannot be attributed to specific individuals or groups, are divided equally and charged to each resident of that building or area.
- Each resident is required to complete a room inventory form within 30 minutes of occupancy and return it to the residence life and housing staff.
- When occupancy is terminated, it is necessary to obtain a room inspection by the residence life and housing staff. Any unacceptable cleaning needs or damages noted after occupancy are charged to the resident(s). Failure to abide by proper checkout procedures results in a \$150 improper checkout charge plus any appropriate charges.

Continued on back

I have read and agree to abide by the terms of this license agreement:

Student name

SCAD ID student number

Student signature

Date / /

Parent/guardian signature

Date / /

9. Meal plan

Full residential meal plans are mandatory for all students living in Dyson, Oglethorpe, Spring, Turner, and Weston houses, and Turner Annex. Students who live in ACA House, Barnard Village, Boundary Village, Forsyth or Pulaski House may choose any meal plan or may opt out of the meal plan altogether. The dining centers are only open during the academic quarters and are not open during breaks between quarters.

10. Residence hall rules

A finding of responsibility for the following behaviors will result in the termination of the housing license agreement: Possession, use, distribution or manufacture of controlled substances; possession, distribution or manufacture of controlled substances with the intent to sell or distribute; or the possession of paraphernalia commonly employed to use, distribute or manufacture controlled substances.

A student's presence during a violation of the Code of Student Conduct in such a way as to condone, support or encourage that act or behavior can also be considered a violation of the same act or behavior. Presence during any of the acts described above may result in the termination of the housing license agreement.

- General Conduct:** All resident students are expected to abide by residence life and housing rules, policies, and procedures, the Code of Student Conduct, and public law. As residence rules may be modified from time to time, it is the responsibility of each student to remain informed about such changes. Students in violation of residence life and housing rules will be referred to the office of student conduct for student disciplinary action under the Code of Student Conduct. Sanctions for significant and/or repeated violation of residence hall rules can include eviction and/or expulsion from the residence life and housing program.
- Prohibited Items:** While residence life and housing reserves the right to make determinations about the appropriateness of items within the residence community, in general, students are prohibited from possessing and using the following items in the residence halls:
 - Candles and incense
 - Dangerous and/or other flammable chemicals
 - Empty and/or displayed alcohol-related containers
 - Fireworks and other explosives
 - Household items that include but are not limited to:
 - Air conditioners, ceiling fans, halogen lamps, space heaters and other open-coil appliances, clothes washers and dryers, external antennas
 - Kitchen appliances/items that include but are not limited to:
 - Individual microwaves and toasters (Note: these items are permitted in residence hall rooms that include full kitchen areas and Spring House), electric skillets, George Foreman-style grilling machines, hot-air popcorn poppers, portable stove burners, non-thermostat controlled coffee makers, refrigerators larger than 4.4 cubic feet (Note: Microwaves are permitted in Dyson, Oglethorpe, Turner, and Weston Houses and Turner Annex only as part of the Microfridge unit rented through a college-approved company. A maximum of one unit for double occupancy and two units for triple occupancy are permitted.)
 - Non-U.L. approved power strip extension cords
 - Pets (other than freshwater non-flesh eating fish in a 10-gallon or smaller aquarium, and approved service dogs)
 - Platforms, lofts or bunk beds (only those provided by the college are permissible)
 - Stolen property (e.g., traffic signs, construction lights, traffic lights and other items)
 - Waterbeds or other water-filled furniture
 - Weapons that include but are not limited to:
 - Firearms or non-steak knives (blades longer than 2 inches), steak knives (longer than 4 inches), martial arts weapons, bows and arrows, slingshots or lifelike and replica weapons
- Prohibited Behavior:** While residence life and housing reserves the right to make additional determinations about the appropriateness of behavior within the residence community, in general, students are expected not to engage in the following conduct in the residence halls:
 - Activities or actions that present actual or possible danger or disturbance to the resident or residence community
 - Alcohol possession or use, regardless of age. Students suspected of violation will be referred to the office of student conduct for student disciplinary action under the Code of Student Conduct.
 - Blocking, hanging, or attaching items to fire safety equipment (e.g., sprinklers, smoke detectors, emergency horns, fire strobe lights)
 - Cohabitation
 - Cooking in residence hall rooms and/or outside of approved kitchen areas
 - Dropping or throwing objects from windows or balconies
 - Drug possession or use (i.e. illegal narcotic drugs). This includes the misuse of legal pharmaceutical drugs and/or possession of drug-related paraphernalia. Students suspected of violation will be referred to the office of student conduct for disciplinary action under the Code of Student Conduct.
 - Entering fire escapes, window ledges, balconies and/or rooftops without authorization
 - Entering or exiting student rooms through windows
 - Hosting visitors of the opposite sex outside residence life and housing-approved visitation hours
 - Littering in communal areas and outside buildings
 - Loaning residence hall keys or SCAD-issued IDs to any other person for any reason
 - Passing items through residence hall windows
 - Refusal or failure to show a valid SCAD ID upon entrance to the residence halls
 - Sales and solicitation
 - Scaling walls or ledges
 - Skateboarding, inline skating, and/or riding bicycles or motorized vehicles in the residence halls
 - Smoking (all residence halls are smoke free including student rooms)
 - Tampering with and/or misuse of life safety equipment, including but not limited to: Heat and smoke detectors, emergency/fire pull stations, extinguishers, hoses, exit signs, fire alarm system
 - Tampering with residence hall pools and fountains (e.g., adding dyes, detergents, or other damaging materials, or entering into or bathing in residence hall fountains)
 - Use or storage of motor vehicles or combustion engines in the residence halls
 - Vandalism: The intentional or unintentional abuse or misuse of college property may constitute vandalism
 - Violating residence life and housing approved quiet hours/noisy or disturbing behavior

11. Residence hall policies

- Electrical Outlets:** There are a limited number of electrical outlets in each room, and these may not be altered for any reason. No more than two appliances may be plugged into a double electrical outlet at any time. Only one U.L.-approved power-strip extension cord no longer than 6 feet with built-in circuit breakers is allowed per resident. These are the only type of extension cords allowed in the residence halls.
- Guests:** A guest is defined as a nonresident who requires a room in which to sleep for the night. A resident may have overnight guests, limited to one guest per resident at any one time, provided written approval of all roommates/suitemates is filed and guests are properly registered with the residence director no less than 24 hours in advance of the guest's arrival. Guest privileges are limited to a maximum of three consecutive nights and a total of seven nights per resident per quarter. Overnight guests must be of the same sex as the residents assigned to that room/apartment and are not allowed during any break periods. Residents are responsible for their guests and must escort them at all times.
- Keys:** Keys must be returned when occupancy is terminated. If a key is lost or not returned after occupancy is terminated, the cost of recombining each lock and making new keys is \$81 and is charged to the resident(s). Because of the configuration and number of locks in ACA House, Barnard Village and Boundary Village, the total charge for recombining locks in ACA House is \$243 and in Barnard Village and Boundary Village is \$405. Broken keys, when returned to the residence life and housing office, are replaced free of charge. If a mail key is lost, stolen or not returned after occupancy is terminated, the cost (\$35) is charged to the resident. All keys are property of the college and shall not be duplicated. Existing locks may not be altered and auxiliary locks are not allowed. The unauthorized use or possession of residence hall key(s) other than the ones assigned is prohibited.

- Lockouts:** Residents who become locked out of their residence hall room/apartment during regular business hours must go to the residence life and housing office for their building. After 5:30 p.m. and on weekends, holidays and breaks, students must contact the resident assistant on duty or the college security office to request assistance. Residents will receive one lockout per academic year at no charge. Additional cases where residents require staff to assist them with a lockout will be charged \$25 for each subsequent lockout. The charge will be added to the resident's account.
- Pool Usage:** Use of the residence life and housing swimming pools are restricted to students and their guests during posted hours.
- Quiet Hours:** All residents are expected to maintain a reasonable sound level at all times. Quiet hours are in effect 24 hours a day. Strict quiet hours are in effect 7 p.m.–8 a.m. daily and 24 hours a day for a minimum of seven days before final examinations begin and continue through the end of the exam period.
- Residence Hall Appearance:** Appearance of the residence halls, both interior and exterior, must be attractive to residents and guests, and must be in compliance with the Savannah Historic Code. Signs or objects (e.g. towels, flags, posters, etc.) may not be placed in windows, on doors, or on balconies/ledges except as approved by the residence life and housing office.
- Room Décor:** Use of nails, screws, tacks, and adhesives that damage walls, furniture, or fixtures is prohibited.
- Room Entry:** The college reserves the right to enter a room at any time to determine compliance with all safety and health regulations and provisions of public law, college regulations and housing policies, to provide cleaning or maintenance work, conduct an inventory of college property, or if there is an indication of danger to life, health, or property.
- Safety:** Residents who enter or leave by locked security doors are responsible for leaving the doors in a locked position. Residents are advised to lock their windows and doors at all times. Keys are to be carried at all times and shall not be loaned for any reason. Residents should report anyone or anything suspicious or any lost or stolen articles to the residence life and housing office. The college shall not assume responsibility for loss of, or damage to, personal items or for personal injury. Residents, or their parents or guardians, should arrange their own insurance coverage. The college provides security officers in all residence halls during scheduled hours.
- SCAD ID cards:** Students are required to carry their SCAD ID at all times. In accordance with the student handbook, students are expected to present it to college officials including residence life and housing staff upon request.
- Smoking:** Smoking is prohibited in all residence halls, including student rooms, common rooms, covered breezeways, porches and walkways. Smoking outside of the residence halls is prohibited within 20 feet of the building. Evidence of smoking (e.g. cigarette butts, ashes, etc.) may be considered a violation of this policy and subject to disciplinary action.
- Visitors:** Limited visitation, defined as periods when members of the opposite sex are allowed in rooms/apartments, is allowed in college housing seven days a week, 9 a.m.–2 a.m. Each resident is to consult his/her roommate when having guests. Roommates' rights take precedence over visitation privileges. The intentional or unintentional violation of visitation regulations will not be tolerated. Violators of this policy may be immediately evicted and/or suspended from the college.

12. Rate schedule

Reservation fee	Returning student	New/incoming student
June 1 (for entire year)	\$500	\$250
Nov. 1 (if starting winter quarter)	\$500	\$250
Feb. 1 (if starting spring quarter)	\$500	\$250
May 1 (if starting summer quarter)	\$500	\$250

Cancellation fee

Returning students are subject to an additional nonrefundable cancellation fee of \$250 if housing is cancelled after June 1 (for fall) prior to occupancy.

Housing payment dates each year

Aug. 1: Housing quarterly payment due for students entering fall quarter

Sept. 1: Fall tuition balance and meal plan fee due

Dec. 1: Housing quarterly payment due for students entering and returning winter quarter

Dec. 1: Winter tuition balance and meal plan fee due

March 1: Housing quarterly payment due for students entering and returning spring quarter

March 1: Spring tuition balance and meal plan fee due

June 1: Housing quarterly payment due for students entering summer quarter

June 1: Summer tuition balance and meal plan fee due

Housing fees 2009–10

- \$6,290 for traditional triple occupancy residence hall room, Savannah
- \$6,950 for traditional double occupancy residence hall room, Savannah and Atlanta
- \$7,160 for apartment-style options that include a kitchen, Savannah
- \$7,880 for apartment-style options that include a kitchen and a separate bedroom for each student, Savannah
- \$8,390 for apartment-style options that include a kitchen and a separate bedroom for each student, Atlanta
- \$8,904 for apartment-style nine-month continuous housing, Savannah

13. Remedies

- Any resident who fails to remit residence hall payments or fees when due shall be subject to immediate eviction or residence hall relocation.
- At the sole discretion of the college, upon any violation of the housing license agreement, college housing policies, college regulations or other applicable law, or if, at the college's sole discretion, the health, safety or general well-being of the resident or others is threatened in any way, the resident may be provided the opportunity to remedy the violation, may be immediately evicted and/or may be referred for disciplinary action. In the event that a resident is provided the opportunity to remedy the violation and fails to do so to the college's satisfaction within a reasonable time period, the resident may be immediately evicted and/or referred for disciplinary action.
- The resident shall be liable for reasonable attorney's fees and costs should it become necessary for the college to enforce any term or condition herein, and the resident hereby waives trial by jury in any proceeding between the parties for whatever cause.
- Any provision of this agreement which is prohibited by, or unlawful or unenforceable under applicable law, shall be ineffective only to the extent of such prohibition, without invalidating the remaining provisions of this agreement. Where the terms of this agreement are inconsistent with applicable law, and where applicable law controls, this licensing agreement shall be deemed to be amended to comply with applicable law.

14. Scope of license agreement

- The college agrees to furnish to the student a housing space in accordance with the terms of this agreement. The parties to this agreement do not intend that an estate, a tenancy or any other interest in property should pass from the college to the student, nor is it intended that a usufruct¹ be granted to the student. Instead, it is the intention of the parties that the relationship between the college and the student be that of licensor and licensee and that the sole right of the student to use his/her assigned room as a living unit shall be based upon the license granted in this agreement.
- The laws of the State of Georgia shall govern this agreement.

The foregoing constitutes the entire agreement between the parties and supersedes any and all prior and contemporaneous agreements, whether oral or written, and may be modified only by a writing signed by both parties.

¹A usufruct is a right to enjoy something that belongs to someone else.