

# Residence Life and Housing Savannah Nine-month 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 Student Code of 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 term must have advance written permission from the assistant director of housing.
- If a resident fails to enroll or to pay fees, and this results in loss of status as an enrolled student, the resident agrees to vacate the premises within 48 hours of notification.
- If a resident is enrolled in two classes or fewer, the resident may be required to vacate the premises within 48 hours of notification.
- 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 due to disciplinary or academic reasons forfeits the housing payment for the quarter.

### 2. Period of license agreement

- This license agreement, unless otherwise provided, shall be binding for the entire 2006–07 academic year.
- 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.
- 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.

### 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 August 1, upon receipt of the entire residence hall fee and a signed housing license agreement. The deadline for paying the residence hall fee is August 1, 2006. An interest charge of 1.5 percent per month is assessed on balances not paid by the deadline.

### 4. Housing application procedures

- First-year and New Transfer Students**  
Housing assignments for new students to the college for the 2006–07 academic year are made only after the prospective student has completed the housing registration process through their MySCAD account and paid the \$250 reservation fee by June 1, 2006. Priority is given to those applicants who have paid in full by the balance due date (August 1, for fall).
- Continuing and Returning Students**  
Returning students shall have priority for housing 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 \$450 reservation fee. The housing balance must be paid by August 1, 2006, 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 first-year and transfer student guidelines for housing, and submitting the \$450 reservation fee.
- 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 reasons of race, color, religion, sexual orientation, national or ethnic origin, or age.
- 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 \$50 fine 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 Center for Student Counseling and Disability Services at least six weeks prior to the quarter of desired occupancy.
- 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 residence life and housing office.

### 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 \$100 improper checkout charge and are subject to disciplinary action and termination of this housing license agreement with forfeiture of the housing deposit and incurring of the entire year’s housing fee.
- Students may submit requests for room changes during published designated periods. All room changes are at the discretion of the residence director.
- Administrative room changes may be considered for approval during non-designated periods, which are the first and last 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.
- 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 November 13, 2006. Residents leaving after winter quarter must submit written notification before March 5, 2007. Refer to section 3 for payments.
- Students must follow checkout procedures obtained at the residence life and housing office.

### 7. Furnishings, utilities and sanitation

- Each resident shall be provided at a 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 at the end of occupancy is disposed of by the college and an appropriate fee assessed.
- The college assumes no liability for loss or damage to a resident’s personal property for any reason.
- 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 resident assistant.
- When occupancy is terminated, it is necessary to obtain a room inspection by the resident assistant. Any unacceptable cleaning or damages noted after occupancy are charged to the resident(s). Failure to abide by proper checkout procedures results in a \$100 improper checkout charge plus any appropriate charges.

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

Student name

Social Security No.

Student signature

Date / /

Parent/guardian signature

Date / /

## 9. Meal plan

Full residential meal plans are mandatory for all students living in Dyson, Oglethorpe, Turner and Weston houses, and Turner Annex. Students who live in Pulaski House, Forsyth House, Gaston House or Boundary Village may choose any meal plan or not to participate in the meal plan program. The dining centers are only open during the academic sessions and are not open during breaks between quarters.

## 10. Residence Hall Rules

**a. General Conduct:** All resident students are expected to abide by residence life and housing rules, policies, and procedures, the student code of 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 may be subject to notice of violation by the office of residence life and/or may be referred to the office of judicial affairs for student disciplinary action under the student code of conduct. Sanctions for significant and/or repeated violation of residence hall rules can include eviction and/or expulsion from the residence life program.

**b. Prohibited Items:** While residence life reserves the right to make determinations about the appropriateness of items within the residence community, in general, students are prohibited from possessing or using the following items in the residence halls:

- Candles
- Empty and/or displayed alcohol-related containers
- Dangerous and/or other flammable chemicals
- Fireworks and other explosives
- Furniture
- Waterbeds or other water-filled furniture
- Platforms, lofts, or bunk beds (only those provided by the college are permissible)
- 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, incense
- Kitchen appliances/items: This includes but is not limited to:  
Microwaves and toasters (Note: these items are permitted in residence hall rooms that include full kitchen areas), electric skillets, George Forman-style grilling machines, hot-air popcorn poppers, portable stove burners, non-thermostat controlled coffee makers, refrigerators larger than 4.4 cubic feet
- Non-U.L. approved power strip extension cords
- Pets (other than fish in a 10-gallon or smaller aquarium, and approved service dogs)
- Stolen property (e.g., traffic signs, construction lights, traffic lights and other items)
- Weapons: This includes but is not limited to:  
Firearms or knives (blades longer than 4 inches), martial arts weapons, bows and arrows, slingshots or life-like and replica weapons

**c. Prohibited Behavior:** While residence life 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 judicial affairs for student disciplinary action under the student code of 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 an approved kitchen areas
- Dangerous activity
- Dropping or throwing objects from windows or balconies
- Entering fire escapes, window ledges, balconies and/or rooftops without authorization
- Entering student rooms through windows
- Passing items through residence hall windows
- Scaling walls or ledges
- Skateboarding, inline skating, and/or riding bicycles or motorized vehicles in the residence halls
- 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 judicial affairs for disciplinary action under the student code of conduct.
- Hosting visitors of the opposite gender outside residence life approved visitation hours
- Littering in communal areas and outside buildings
- Loaning residence hall keys to any other person for any reason
- Refusal or failure to show a valid SCAD ID upon entrance to the residence halls
- Sales and solicitation
- 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 combustion engine vehicles in the residence halls
- Vandalism: The intentional or unintentional abuse or misuse of college property may constitute vandalism
- Violating residence life approved quiet hours / noisy or disturbing behavior

## 11. Residence Hall policies

**a. Abandoned Property:** When items are left in residence hall rooms after the resident has moved from the hall or when there is no ownership indicated on items, residence life and housing will store the items until the end of the following quarter \_\_\_\_\_ before disposing of them.

**b. 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. Two U.L.-approved power-strip extension cords no longer than 6 feet with built-in circuit breakers may be used in each room. These are the only type of extension cords allowed in the residence halls.

**c. 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.

**d. 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 (\$1 per key) is charged to the resident(s). Because of the configuration and number of locks in Boundary Village, the total charge for recombining locks in Boundary Village is \$375. All other residence halls are \$75. If a mail key is lost, stolen or not returned after occupancy is terminated, the cost (\$10) 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 or residence hall key(s) other than the ones assigned is prohibited.

**e. Lock Outs:** 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 college security office to request assistance. When a student has locked himself or herself out more than three times in one quarter, the lock may be recombined with new keys cut and appropriate charges added to the resident's account. Broken keys, when returned to the residence life and housing office, are replaced free of charge.

**f. Pool Usage:** Use of the residence life and housing swimming pool is restricted to students and their guests.

**g. 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 from 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.

**h. 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.

**i. Room Décor:** Use of nails, screws, tacks, and adhesives that damage walls, furniture, or fixtures is prohibited.

**j. 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.

**k. 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.

**l. 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 staff upon request.

**m. Smoking:** Smoking is prohibited in all residence halls, including student rooms, common rooms, covered breezeways, porches, and walkways. Evidence of smoking (e.g. cigarette butts, ashes, etc.) may be considered a violation of this policy and subject to disciplinary action.

## 12. Rate schedule

Reservation fee	Returning Student	New/Incoming Student
June 1 (for entire year) .....	\$450 .....	\$250 .....
Nov. 1 (if starting winter quarter) .....	\$450 .....	\$250 .....
Feb. 1 (if starting spring quarter) .....	\$450 .....	\$250 .....
May 1 (if starting summer quarter) .....	\$450 .....	\$250 .....

### 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 2006-07

- \$5,900 for traditional residence hall room
- \$6,060 for apartment-style options that include a kitchen
- \$6,600 for apartment-style options that include a kitchen and a separate bedroom for each student
- \$7,710 for apartment-style nine-month continuous housing

## 13. Remedies

**a.** Any resident who fails to remit residence hall payments or fees when due shall be subject to immediate eviction or residence hall relocation.

**b.** 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.

**c.** 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.

**d.** 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

- a.** 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 usufruct 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.
- b.** 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.

<sup>1</sup>A usufruct is a right to enjoy something that belongs to someone else.