

This is a license agreement between the Savannah College of Art and Design and the individual student. It is for the period of this license agreement as specified in section two of "Terms and Conditions" and entitles the student to the use of university 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 university.

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

**NOTE: THIS IS A BINDING LEGAL AGREEMENT.** Students and their parents or guardians are urged to carefully read the terms and conditions of this license agreement. If the student is under 18 years old as of the date of signing this license agreement, a parent or guardian must sign this license agreement along with the student, and the parent or guardian shall be responsible for any financial obligations set forth in this license agreement. By signing, you also agree to follow policies listed in the student handbook, including, without limitation, the Code of Student Conduct.

## TERMS AND CONDITIONS — PRIVILEGED AND CONFIDENTIAL

### 1. Eligibility requirements

- Any person who has been admitted to the university and plans to be enrolled as a full-time student may enter into this housing license agreement (the "license agreement") with the university.
- Any resident who does not maintain a full load (15 credit hours for undergraduate or 10 credit hours for graduate) of academic classes in any given quarter must notify residence life and housing within 48 hours of the change in status. Such residents may be required to vacate the premises in the event there is a current housing waitlist of students maintaining a full academic load.
- 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 office of residence life and housing.
- 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 director or assistant director of housing.
- Residents who are withdrawing from the university or transferring to another school after fall quarter must notify the office of residence life and housing in writing before Oct. 31, 2018. Residents leaving after winter quarter must submit written notification before Feb. 1, 2019. Refer to section three for payments. Residents who fail to provide such written notification remain responsible for paying the housing fee for any subsequent quarters covered by this license agreement.
- Residents who withdraw from all courses 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. In addition to forfeiting their housing fee for the then-current quarter, residents who withdraw from all courses during a quarter remain responsible for paying the housing payment for any subsequent quarters covered by this license agreement unless they notify the office of residence life and housing within 48 hours of their withdrawal date.
- Any resident who has not registered for courses in the upcoming quarter must vacate the residence hall at the end of the current quarter by the posted date and time, 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 license agreement is terminated by the university 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 in writing, shall be binding for the entire 2018-19 academic year.**
- The period of the license agreement is determined by the quarter the student moves into the residence halls:
  - Fall quarter: Sept. 7, 2018–May 31, 2019, for Atlanta and Savannah (excluding winter break); Sept. 5, 2018–June 9, 2019, for Hong Kong
  - Winter quarter: Jan. 4–May 31, 2019, for Atlanta and Savannah; Jan. 3–June 9, 2019, for Hong Kong
  - Spring quarter: March 22–May 31, 2019, for Atlanta and Savannah; March 21–June 9, 2019, for Hong Kong
- 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., May 31, 2019, for Atlanta and Savannah; June 9, 2019, for Hong Kong.
- As the sole exception to the above paragraph, graduating residents are allowed to remain in their assigned spaces until noon the day following commencement exercises at no additional cost.
- Failure to check out properly and/or return all keys shall result in disciplinary fines and/or charges, including a US\$150 improper checkout charge plus any charges incurred by SCAD in recombining or replacing the lock and keys for the room.
- Residents may not occupy or leave personal belongings in any room before their license agreement date starts or after the date their license agreement ends.
- Any resident who is approved for early occupancy before the stated license agreement period because of approved university commitments or nine-month continuous housing requests is bound by the terms of the license agreement upon occupancy.
- Residents transferring between SCAD Atlanta, SCAD Hong Kong and SCAD Savannah during the academic year are bound by the terms of this license agreement; however, the license agreement is transferable between locations.
- Students who attend SCAD Hong Kong for fall or winter quarter and intend to live off campus upon return to their home location are not bound to this license agreement for the full academic year as long as written notice is provided to the residence life and housing office three weeks prior to the end of the quarter.

### 3. Payment requirements

By execution of this license agreement, the resident (and parent or legal 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 confirmed after Aug. 1 upon receipt of the entire residence hall fee and a signed license agreement. The deadline for paying the residence hall fee is Aug. 1. Residents who do not meet this deadline forfeit their housing assignment and reservation fee (described below) and are subject to an additional nonrefundable cancellation fee of US\$500.

I have read and agree to abide by the terms of this license agreement. A parent or legal guardian signature is required if the student is under 18 years of age as of the date of signing this agreement.

Student name

SCAD ID number

Student signature

Date / /

Parent/guardian signature

Date / /

**Distribution:** White — office of residence life and housing; Yellow — student/parent or guardian

### 4. Housing application procedures

- New incoming first-year, transfer and graduate students**  
Housing assignments for new students to the university for the 2018-19 academic year are made only after the prospective student has submitted all commitment materials to the admission department, paid the US\$500 enrollment fee, paid the US\$250 nonrefundable and nontransferable housing reservation fee by the due date outlined in section 12 of this license agreement and completed a housing application through their MySCAD account, including agreeing to the license agreement. Priority is given to those applicants who have paid in full by the balance due date as outlined in section 12 of this license agreement.
- Continuing and returning students**  
Returning students shall have priority for allotted continuing student spaces provided that they sign up for their rooms during housing sign-up in spring quarter. The following is required prior to the posted deadlines in order to participate in housing sign-up: a US\$750 nonrefundable and nontransferable reservation fee, a completed housing application and a signed license agreement. 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 US\$750 nonrefundable and nontransferable reservation fee. Enrolled students are subject to an additional nonrefundable cancellation fee, depending upon the date a cancellation request is received in writing (see section 12).
- All late payments are accepted and assignments are made, if space is available, based on date of balance payment.

### 5. Assignments and occupancy

- The university 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 university makes all assignments based on a student's gender identity and without regard to race, color, religion, national or ethnic origin, sexual orientation or age and rejects all requests for changes of assignment based on these grounds.
- The student agrees to provide the university 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 university in the assignment of a roommate, the university 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 US\$150 and charges related to preparing the room for occupancy, including the daily rate charge for each day the room is not ready for occupancy.
- The university reserves the right to assign students to temporary accommodations in the event that regular rooms are not available. Residents 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.
- Residents who have health-related needs that may affect their assignments 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, 2018, for fall quarter; Oct. 31, 2018, for winter quarter; or Feb. 1, 2019, for spring quarter. Late requests may not receive the same priority as those received by the deadline date.
- The university 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.
- Residents who fail to occupy their assigned space by the first day of classes are bound by this license agreement but may lose their 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.
- Residents who fail to follow the proper check-in/checkout or room-change procedures may be fined a US\$150 improper checkout charge and are subject to disciplinary action and termination of this license agreement with forfeiture of the housing reservation fee.
- Residents may submit requests for room changes beginning the first day of week two of each quarter and ending the last business day of the ninth week of each quarter. Room changes may be limited during the last two weeks of the quarter due to final exams, housing assignments for students entering in the following quarter and preparations for current quarter closings. All room changes are at the discretion of the office of residence life and housing.
- Administrative room changes (i.e., room changes initiated by SCAD) may be made during nondesignated periods, which are week one and week 10 each quarter.
- The university reserves the right to modify room assignments at its discretion for disciplinary reasons, health, safety, catastrophe, closing of a facility or an incompatibility of roommates that cannot be resolved, and to cancel or terminate this license agreement for disciplinary reasons.

- The university reserves the right to temporarily or permanently reassign a resident for violation(s) of community standards.
- Residents or their parents or guardians agree to assume additional fees/costs for voluntary hall changes and/or disciplinary reassignment in the event that the reassigned room is more expensive than the resident's previous room.
- Residents must follow checkout procedures obtained from the office of residence life and housing.
- Residents not returning to their current location for the following quarter must check out at the end of the current quarter by the posted date and time.
- Students who are completing their undergraduate degrees at the end of the fall or winter quarter and are considering SCAD graduate school must complete and provide all required documentation to admission by the stated deadline or week eight of the current quarter (whichever is earlier) in order to maintain their assignments for the next quarter, if accepted to graduate school.

### 7. Furnishings, utilities and sanitation

- Each resident shall be provided at minimum with a bed, chest of drawers or dresser and shared closet space. A drafting table and stool are provided to each resident at SCAD Savannah (except Montgomery House and The Hive) and Spring House at SCAD Atlanta. A desk and chair are provided to each resident in Montgomery House and The Hive.
- Each resident is responsible for maintaining the condition of the assigned room and shall reimburse the university for all damages to the room, including damage to or loss of fixtures, furnishings or properties provided under this license agreement.
- Residents shall not move or rearrange any stationary furnishings or fixtures, or remove any university furniture from their rooms or apartments. Residents are prohibited from moving common area and lobby furniture or fixtures from their designated locations. Any such removal of communal furniture shall constitute theft of university property and shall subject violators to disciplinary proceedings and/or criminal penalties.
- Additional furnishings brought into the room must be freestanding 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 discarded immediately. Residents are responsible for any costs incurred by SCAD for removal of belongings.
- The university assumes no liability for loss or damage to a resident's personal property for any reason. Residents are encouraged to seek renters insurance for loss or damage of property.
- The temporary failure or interruption of electricity, water, heat, air conditioning 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 residents' rooms, including costs for special house-keeping 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 life and housing 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 online within 24 hours of moving in.
- 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 US\$150 improper checkout charge plus any charges incurred by the university arising in relation to the improper checkout.

### 9. Meal plan

Full residential meal plans are mandatory for all residents living in The Hive, Montgomery House, Oglethorpe House, Spring House (except studio apartments), Turner Annex and Turner House. Students who live in ACA Residence Hall of SCAD, Barnard Village, Boundary Village, Pulaski House, or the studio apartments in Spring House may choose any meal plan or may opt out of the meal plan altogether. The dining halls are only open during the academic quarters and are not open during winter break. Limited dining services are available during spring break. Meal plans are not available for Hong Kong Gold Coast Residences.

### 10. Residence hall rules

A finding of responsibility by a conduct officer for the following behaviors will result in immediate eviction from the residence halls and/or suspension from the university: possession, use, distribution, manufacture or sale of controlled substances; or the possession of paraphernalia commonly employed to use, distribute or manufacture controlled substances. A resident'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 eviction from the residence halls.

- General conduct:** Residents are expected to abide by residence life and housing rules, policies and procedures; the Code of Student Conduct; and applicable public law. The Code of Student Conduct is incorporated by reference and shall be considered part of this license agreement. As residence rules may be modified from time to time, it is the responsibility of each resident to remain informed about such changes. A resident 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, among other things, eviction and/or expulsion from the residence life and housing program.

- b. **Prohibited items:** While residence life and housing reserves the right to make determinations about the appropriateness within the residence community of other items not listed below, residents are prohibited from possessing and using the following items in the residence halls:
- Candles and incense
  - Dangerous and/or flammable chemicals
  - Empty and/or displayed alcohol-related containers
  - Fireworks and other explosives
  - Household items that include, but are not limited to, the following: air conditioners, ceiling fans, halogen lamps, lava lamps, space heaters and other open-coil appliances, clothes washers and dryers, external antennas and satellite dishes
  - Hoverboards
  - Kitchen appliances/items that include, but are not limited to, the following: individual microwaves, blenders and toasters (Note: these items are permitted in the kitchen area in apartment communities), slow cookers, electric skillets, George Foreman-style grilling machines, hot-air popcorn poppers, portable stove burners, rice cookers, non-thermostat-controlled coffeemakers and refrigerators larger than 4.4 cubic feet. Individual refrigerators are not permitted in apartment communities. (Note: Microwaves are permitted in The Hive, Montgomery House, Oglethorpe House, Spring House, Turner Annex and Turner House only as part of the MicroFridge® with Safe Plug® unit rented through a university-approved company. A maximum of one unit, either one MicroFridge® with Safe Plug® unit or one approved compact refrigerator up to 4.4 cubic feet, is permitted per two residents.)
  - Extension cords of any kind, multiplug adapters or non-UL-approved power strip surge protectors (the UL code must be printed in the plastic of the power strip)
  - Pets (other than freshwater non-flesh-eating fish in a 10-gallon or smaller aquarium and approved assistance animals)
  - Platforms, lofts, bed risers or bunk beds (only those provided by the university are permissible)
  - Stolen property (e.g., traffic signs, construction lights, traffic lights and other items)
  - Waterbeds or other water-filled furniture
  - Wireless routers (personal wireless routers are allowed in Spring House)
  - Firearms, non-stick knives (blades 2 inches or longer), steak knives with blades longer than 4 inches, martial arts weapons, bows and arrows, slingshots, or real, lifelike and/or replica weapons
- c. **Prohibited behavior:** While residence life and housing reserves the right to make additional determinations about the appropriateness of behavior within the residence community, residents are prohibited from engaging in the following conduct in the residence halls:
- Activities or actions that present actual or possible danger or disturbance to the resident or damage to the residence hall community
  - Alcohol possession or use, regardless of age
  - 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 (except for using a MicroFridge® through a university-approved company)
  - Dropping or throwing objects from windows or balconies
  - Drug possession or use (e.g., illegal narcotic drugs, including the misuse of legal pharmaceutical drugs and/or possession of drug-related paraphernalia such as hookahs)
  - Entering fire escapes, window ledges, balconies and/or rooftops without authorization
  - Entering or exiting student rooms through windows
  - Hosting visitors outside residence life and housing-approved visitation hours
  - Littering in communal areas and outside buildings
  - Lending residence hall keys or SCAD Cards to any other person for any reason
  - Modifying existing university infrastructure, including but not limited to, ethernet ports
  - Passing items through residence hall windows
  - Refusal or failure to show a valid SCAD Card 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, including e-cigarettes (all residence halls and covered parking areas are smoke-free)
  - Tampering with and/or misuse of life safety equipment, including, but not limited to, the following: heat and smoke detectors, emergency/fire pull stations, extinguishers, hoses, exit signs and fire alarm systems
  - 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 and other forms of intentional or unintentional abuse or misuse of university property
  - Use of spray paint/spray adhesive in or around residence halls
  - Violating residence life and housing-approved quiet hours with noisy or disturbing behavior

## 11. Residence hall policies

- a. **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 electrical devices may be plugged into a double electrical outlet at any time. Only one UL power strip extension cord no longer than 6 feet with built-in circuit breaker is allowed per resident. The UL logo must be imprinted upon the strip. Longer cords may be approved by residence life and housing based on the needs and design of the building. Power strips may not be plugged in to one another. These are the only types of extension cords allowed in the residence halls.
- b. **Overnight 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 guests are properly registered with the residence director no less than 48 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 gender identity 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. Roommates' rights take precedence over guest privileges.
- c. **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 US\$85 and is charged to the resident(s). Because of the configuration and number of locks in ACA Residence Hall of SCAD, the total charge for recombining locks is US\$255. The total charge for Barnard Village and Boundary Village is US\$85 for the entry door lock change and US\$85 for the bedroom door lock change. The total charge

for recombining locks in Hong Kong Gold Coast Residences is HK\$500 for room keys and HK\$50 for room key cards. 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 US\$35 cost is charged to the resident. All keys are property of the university 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 one(s) assigned is prohibited.

- d. **Lockouts:** Residents who become locked out of their residence hall rooms/apartments during regular business hours must go to the residence life and housing office for their building. After 5 p.m. and on weekends, holidays and breaks, residents must contact the resident assistant on duty or the SCAD Department of University Safety 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 US\$25 for each subsequent lockout. Residents at Hong Kong Gold Coast Residences who become locked out of their apartments during regular business hours must go to the Hong Kong Gold Coast Residences management office to request assistance. After hours, Hong Kong students can contact the security officer in their tower for assistance. Residents will be billed US\$13/HK\$100 according to Hong Kong Gold Coast Residences policies. The charge will be added to the resident's account.
- e. **Pool usage:** Use of the residence life and housing swimming pools is restricted to students during operating hours.
- f. **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 9 p.m. to 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.
- g. **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 District code or Hong Kong Gold Coast Residences policies (as applicable). Signs or objects (e.g., towels, flags, posters) may not be placed in windows, on doors, or on balconies/ledges except as approved by the residence life and housing office.
- h. **Room decor:** Use of nails, screws, tacks and adhesives that damage walls, furniture or fixtures is prohibited.
- i. **Room entry:** The university and (as applicable) Hong Kong Gold Coast Residences management reserve the right to enter a room at any time to determine compliance with all safety and health regulations, provisions of public law, as well as university and Hong Kong Gold Coast Residences regulations and housing policies, to provide cleaning or maintenance work or conduct an inventory of university property, or if there is an indication of danger to life, health or property.
- j. **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 lent for any reason. Residents should report anyone or anything suspicious or any lost or stolen articles to the residence life and housing office or the Hong Kong Gold Coast Residences management office. The university 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.
- k. **SCAD Cards:** Residents are required to carry their SCAD Card at all times. In accordance with the student handbook, students are expected to present it to university officials, including residence life and housing staff, upon request.
- l. **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. Smoking is prohibited under covered entrances and in covered residence hall parking garages. Evidence of smoking (e.g., cigarette butts, ashes) may be considered a violation of this policy and subject to disciplinary action. This policy applies to all substances and smoking devices (e.g., tobacco, herbal, electronic cigarettes).
- m. **Visitors:** Limited visitation is allowed in university housing seven days a week, 9 a.m. to 2 a.m. Residents are to consult their roommates when having guest visitation. Roommates' rights take precedence over visitation privileges. Guests and visitors must sign in at residence hall security stations.
- n. **Pets:** Animals (other than freshwater non-flesh-eating fish in a 10-gallon or smaller aquarium) are prohibited. Residents with approved assistance animals must comply with the assistance animal agreement. Unapproved animals must be removed immediately, and the resident may be charged a US\$300 fee and referred to the office of student conduct.

## 12. Rate schedule

Reservation fee	Returning student	New/incoming student
June 1 (for entire year)	US\$750	US\$250
Nov. 1 (if starting winter quarter)	US\$750	US\$250
Feb. 1 (if starting spring quarter)	US\$750	US\$250
May 1 (if starting summer quarter)	US\$750	US\$250

### Cancellation fee

Enrolled students are subject to an additional nonrefundable cancellation fee for of US\$500 if housing is cancelled after June 1.

### Housing payment dates each year

**Aug. 1:** Fall housing, meal plan and tuition quarterly balance due

**Dec. 1:** Winter housing, meal plan and tuition quarterly balance due

**March 1:** Spring housing, meal plan and tuition quarterly balance due

**June 1:** Summer housing, meal plan and tuition quarterly balance due

### Housing fees 2018–19

- US\$9,434 for traditional double-occupancy residence hall room, Atlanta and Savannah
- US\$8,739 for traditional triple-occupancy residence hall room, Atlanta and Savannah
- US\$9,712 for studio/townhouse-style options that include a kitchen, Atlanta and Savannah
- US\$10,148 for single room with private bathroom in traditional double-occupancy residence hall room, Atlanta and Savannah
- US\$12,848 for apartment-style, two bedroom options that include a kitchen, Savannah
- US\$14,848 for apartment-style, single bedroom options that include a kitchen, Savannah
- US\$10,848 for apartment-style options that include a kitchen, Atlanta and Savannah
- US\$11,358/HK\$88,023 for apartment-style options that include a kitchen, master bedroom and private bathroom, Hong Kong
- US\$10,848/HK\$84,070 for apartment-style options that include a kitchen, medium-sized bedroom and shared bathroom, Hong Kong
- US\$10,338/HK\$80,117 for apartment-style options that include a kitchen, small bedroom and shared bathroom, Hong Kong

## 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 university, upon any violation of the license agreement, university housing policies, university regulations or other applicable law, or if, at the university'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 university's satisfaction within a reasonable time period, the resident may be immediately evicted and/or referred for disciplinary action.

- c. The resident (or parent or guardian) agrees to pay reasonable attorneys' fees and costs incurred by the university in enforcing any provision of this license agreement. Each party hereby waives the right of trial by jury in any proceeding between the parties for whatever cause, except that this sentence shall not apply in jurisdictions where predispute jury trial waiver is prohibited by applicable law.
- d. Any provision of this license agreement that is unlawful, prohibited by or unenforceable under applicable law shall be ineffective only to the extent of such prohibition, without invalidating the remaining provisions of this license agreement. Where the terms of this license agreement are inconsistent with applicable law, and where applicable law controls, this license agreement shall be deemed to be amended to comply with applicable law in the manner that most closely conforms to the intent of this license agreement as written.
- e. Waiver or forbearance by either party or the failure by either party to claim a breach of any provision of this license agreement or exercise any right or remedy provided by this license agreement or applicable law shall not be deemed to constitute a waiver with respect to any subsequent breach of any provision of this license agreement.
- f. Residents (and their parent or legal guardian) shall defend, indemnify and hold harmless the university and its trustees, officers, directors, board members, shareholders, agents, contractors and subcontractors, representatives and employees (collectively, "university personnel") from and against any liability to the resident, or their invitees and guests, resulting from property damage, bodily injuries or death sustained by them in any university residence hall, except to the extent that such property damage, bodily injuries or death was directly caused by university personnel. Without limiting the foregoing, residents (and their parent or legal guardian) shall defend and hold harmless the university from any third-party damages, liabilities, claims or actions (collectively, "damages") occurring in any university residence facility to the extent arising from the residents' negligence or intentional misconduct.
- g. Without limiting any other provision of this license agreement, if the student is under 18 years of age as of the date of signing this license agreement, the student's parent or legal guardian hereby assumes responsibility for all financial obligations of the student or resident set forth in this license agreement.
- h. Any unpaid or outstanding financial obligations of residents (or their parent or guardian) shall survive termination or expiration of this license agreement. In addition, the following sections of this license agreement shall survive its termination or expiration: sections 13, 14, 16 and any other provisions, which by their nature are intended to survive.

## 14. Scope of license agreement

- a. The university agrees to furnish to the student a housing space in accordance with the terms of this license agreement. The parties to this license agreement do not intend that an estate, a tenancy or any other interest in property should pass from the university to the student, nor is it intended that a usufruct<sup>1</sup> be granted to the student. Instead, it is the intention of the parties that the relationship between the university and students be that of licensor and licensee, and that the sole right of students to use their assigned room as a living unit shall be based upon the license granted in this license agreement.
- b. The laws of the state of Georgia, without reference to its conflicts of law principles, shall govern any disputes arising out of this license agreement except for disputes directly relating to residences located at SCAD Hong Kong. The laws of Hong Kong, without reference to its conflicts of law principles, shall govern any disputes directly relating to residences located at SCAD Hong Kong.
- c. The parties hereby consent and submit to the exclusive jurisdiction of the applicable state or federal Georgia courts located in Chatham County, Georgia, to resolve any and all disputes arising out of or in relation to this license agreement, except as expressly stated in the following sentence. As the sole exception to the preceding sentence, the parties hereby consent and submit to the exclusive jurisdiction of either the courts of Hong Kong or the applicable state or federal Georgia courts located in Chatham County, Georgia, to resolve any dispute directly relating to residences located at SCAD Hong Kong.
- d. Unless the context requires otherwise, (i) words in the singular include the plural and vice versa; (ii) the term "includ(ing)(e/es)" means "includ(ing)(e/es) without limitation"; (iii) the terms "herein," "hereof," "hereunder" and words of similar import shall mean references to this license agreement as a whole and not to any individual section or portion of this license agreement; (iv) the terms "and" or "or" mean "and/or"; (v) all references to "day" or "days" shall mean calendar days, unless otherwise noted; and (vi) the term "students" also includes "residents," and the term "residents" also includes "students."

## 15. Meningococcal disease disclosure

- a. Georgia Code Section 31-13-3.2 requires that all students living in university housing be informed of risks associated with meningococcal disease. Meningococcal disease is a serious disease that can lead to death within only a few hours of onset. One in 10 cases is fatal, and one in seven survivors of the disease is left with a severe disability, such as the loss of a limb, developmental disability, paralysis, deafness or seizures. Meningococcal disease is contagious but a largely preventable infection of the spinal cord fluid and the fluid that surrounds the brain. Scientific evidence suggests that college students living in dormitory facilities are at a moderately increased risk of contracting meningococcal disease. Immunization against meningococcal disease will decrease the risk of disease. For additional information about meningococcal disease, visit [nmaus.org](http://nmaus.org).
- b. Students should contact their local health care provider to get the vaccine or check with area providers. Insurance may cover this vaccine; students should confirm this with their vaccine provider and their own insurance provider.
- c. Students must call to verify availability and costs of vaccines through their chosen provider. If students need financial assistance, they must confirm all eligibility requirements for the Vaccines for Children program. Applicants must be under 18 years of age and have no medical insurance coverage, among other requirements. Call your local health department for more information.
- d. By their electronic signature of this license agreement, students verify that they have (a) received a vaccination against meningococcal disease not more than five years prior to admittance, or (b) reviewed the information above regarding meningococcal disease.
- e. If the student is younger than 18 years of age, then the student's parent or legal guardian verifies, by electronic signature of this license agreement, that (a) the student has received a vaccination against meningococcal disease not more than five years prior to admittance, or (b) the student and the parent/legal guardian have reviewed the information above regarding meningococcal disease.

## 16. Entire 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 in writing and signed by both parties.

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