



Georgetown University Office of Housing Services Residence Hall & Townhouse Occupancy Agreement 2009-2010 Academic Year

1. ELIGIBILITY:

Occupancy in the Residence Halls, Apartments and Townhouses of Georgetown University is open to all full-time, unmarried, undergraduate Georgetown University students, regardless of race, creed, sex or religion. The student must meet these requirements unless waived by the Office of Housing Services. All resident students are subject to policies and procedures established by the Office of Student Affairs.

Georgetown University requires that all undergraduate students who are regularly admitted and in full-time attendance at the University must live on campus during their freshman and sophomore years, unless specifically exempted from the requirement by the Executive Director of Student Housing. Exemptions may be granted, for example, because the student's local permanent residence is with immediate family, because the student has attained the age of 21, because of a documented medical condition, or because the student is married or must live with a dependent.

Any student who seeks to qualify for such an exemption must do so before entering into an Occupancy Agreement. By signing an Occupancy Agreement, a student waives the right to apply for an exemption **for the entire academic year covered by the Agreement**, regardless of changed circumstances. A student signing an Occupancy Agreement enters into a contractual obligation with the University. Once an Agreement is signed, no release from those obligations, based upon an exemption to the housing requirement, will be granted.

2. OCCUPANCY TERM:

The term of occupancy shall be for the entire 2009-2010 Main Campus academic year. The student shall make payments of one-half of the total occupancy charges at the beginning of each semester.

Move-In Dates: The Residence Halls, Apartments and Townhouses will open the weekend before the start of classes. **Holiday Closings:** Residents of the Residence Halls and Apartments must vacate their room/apartment within 24 hours of their last exam, but no later than noon on Wednesday, December 23, 2009. All Residence Halls and Apartments will be closed for Christmas recess from Noon on Wednesday, December 23, 2009 through Noon on Tuesday, January 12, 2010. Students who need housing during that period will be responsible for their own arrangements. Residence Halls will reopen at Noon on Tuesday, January 12, 2010. Townhouses do not close for the holidays. **Year-end Closing:** Except for graduating seniors, this Agreement terminates at Noon, Sunday, May 16, 2010. For graduating seniors, this Agreement terminates at Noon, Monday, May 24, 2010. Any student occupying the Residence Halls, Apartments or Townhouses after the dates indicated will be liable to the University for an additional rental charge plus penalties.

3. DEFINITION OF AGREEMENT:

This Agreement shall constitute a license and shall not be deemed to constitute a lease or to create or transfer interest in or lien on real estate. The University may revoke this Agreement in accordance with the procedures, obligations and regulations stated in the *Georgetown University Student Code of Conduct*, *Georgetown University Housing Policies and Procedures*, the *Georgetown University Townhouse Handbook*, and the covenants and conditions set forth in this Agreement. The University reserves the right to modify those procedures, obligations, and regulations, and any portion of the *Handbooks/Housing Policies* at any time. Subject to the University's right of revocation, the student agrees that this Agreement shall remain in force for the full term of occupancy stated in Paragraph 2 above.

4. PAYMENT:

The student agrees to pay all occupancy charges and damage assessments when due. Furthermore, the student agrees to comply at all times with University financial regulations in force during the term of

this Agreement, and the regulations contained in the *Georgetown University Housing Policies and Procedures* and the *Georgetown University Townhouse Handbook* as they may be amended by the University in its sole discretion from time to time. Occupancy charges will be billed to the individual's student account with payment due at the beginning of each semester.

5. SECURITY DEPOSITS:

Seniors in the Residence Halls and Apartments are required to pay a security deposit of \$100 and seniors in the Townhouses are required to pay a security deposit of \$500. Security deposits will be charged to each student's account at the beginning of the Fall Semester and will be held until the student graduates or terminates his/her housing. Any damage assessments resulting from the final inspections will be deducted from this security deposit. Any assessments which exceed the amount of the deposit will be billed directly to the student.

6. TERMINATION OF OCCUPANCY AGREEMENT:

This Agreement is for the entire academic year. By signing this Agreement the student represents to the Office of Housing Services that he/she has reviewed his/her financial resources and personal needs prior to signing the Agreement and that those resources and needs are compatible with this Agreement. Except in the circumstances set forth below, once a student signs the Agreement, he/she is financially responsible for that space for the full term of the Agreement

A. Loss of Housing Privileges:

The University may terminate this Agreement if the student loses his or her housing privileges pursuant to proceedings under the Student Code of Conduct. If the University so terminates this Agreement, the student is eligible for refund and must comply with move out procedures as set forth in Section C, below.

B. Continuing or Reduced Enrollment:

A student who continues enrollment, either full-time or part-time, and wishes to be released from his or her obligations under this Agreement, may make such a request in writing to The Office of Housing Services. If the student is not otherwise required to live in University housing, the Office of Housing Services may at its discretion approve the request. Such approval will be conditioned, however, on the payment of the following charges:

- (1) First Semester:
 - a. A cancellation charge of \$500 if contract is terminated by Friday, April 24, 2009 at 5:00pm.
 - b. A cancellation charge of \$1,000 if contract is terminated after Friday, April 24, 2009 but by Monday, June 8, 2009 at 5:00pm.
 - c. After Monday, June 9, 2009 at 5:00 pm the student will be responsible for the **full semester's rent**.
- (2) Second Semester:
 - a. A cancellation charge of \$500 if contract is terminated by Wednesday, September 2, 2009 by 5:00 pm.
 - b. A cancellation charge of \$1,000 if contract is terminated after 5:00pm Wednesday, September 2, 2009 but by Tuesday, October 13, 2009 by 5:00 pm.
 - c. After 5:00pm Tuesday, October 13, 2009 the student will be responsible for the **full semester's rent**.

A resident who voluntarily moves from a Residence Hall, Apartment or Townhouse ceases to have access to that assigned space and must return the key. A resident must live in the assigned space to retain keyed access, regardless of payment of fee or cancellation charge.

C. Withdrawal/Leave of Absence:

- (1) Students who voluntarily withdraw or take a leave of absence from the University may obtain a refund of

housing charges from the date the Office of Housing Services receives written notification from the student, according to the percentages listed below.

Date of Notification	Amount to be refunded
From registration thru 2nd week:	90% of semester housing charge
3rd or 4th week:	80% of semester housing charge
5th or 6th week:	70% of semester housing charge
7th or 8th week:	50% of semester housing charge
9th week:	40% of semester housing charge
After 9th week:	No refund

- (2) Students who withdraw, take a leave of absence, lose housing privileges, or are suspended or dismissed from the University, must remove all belongings, return the Residence Hall, Apartment, or Townhouse key, and vacate within 48 hours of the action or by the closing of the residential facilities, whichever occurs first. If the student fails to vacate within the 48 hours, the University may take possession of the assigned space, remove and dispose of the student's belongings at the student's risk and expense, change the locks to that Residence Hall, Apartment, or Townhouse, and charge all costs associated with that change to the resident.

D. Agreement Exchange:

A junior or senior may seek to exchange his or her Agreement with another current or entering junior or senior ("Agreement Exchange"). Agreement Exchanges are not permitted during the housing selection process which ends Monday, March 2, 2009. After that date, Agreement Exchanges are permitted upon satisfaction of the following requirements:

- (1) The current Agreement holder:
 - a. Must locate an eligible prospective resident who has not already requested housing for the current Agreement term. If a Wait List exists because of limited vacancies, the current Agreement holder must exchange with someone on the Wait List, starting with the person highest on the list.
 - b. Must contact the Office of Housing Services to formalize the request for Agreement Exchange, to determine eligibility of the prospective resident, and to obtain approval for the exchange.
 - c. Gives up an Agreement for University housing, not for space in a particular room, Residence Hall, Apartment or Townhouse.
- (2) The prospective resident:
 - a. Must be eligible to live on campus (unmarried, undergraduate student).
 - b. May not be a freshman or sophomore who is required to live on campus.
 - c. May not be a current Agreement holder and must not already have requested housing for the Agreement contract term.
 - d. May not have lost his or her housing privileges pursuant to proceedings under the Student Code of Conduct.
- (3) This Agreement may not be exchanged when University housing is full as this exchange would contribute to over assignment of University housing.
- (4) The exchange of the Agreement will be for the remainder of the Agreement term (academic year).
- (5) No Agreement Exchange is effective without the written approval of the Office of Housing Services.
- (6) The Agreement Exchange is effective only after the signed Agreement has been received from the prospective resident and housing fees have been paid. The current Agreement holder remains responsible for all obligations under this Agreement, including fees, until that time.
- (7) When an Agreement Exchange is approved in writing by the Office of Housing Services, the prospective

resident accepts complete responsibility for the Agreement terms. The current Agreement holder is then completely relieved of any responsibility and/or monetary obligations for this Agreement.

7. SEARCH AND SEIZURE:

The University agrees to provide the licensed area free from search and seizure except as outlined in this Agreement and in the *Georgetown University Student Code of Conduct*, *Georgetown University Housing Policies and Procedures* and the *Georgetown University Townhouse Handbook* as they may be amended by the University in its sole discretion from time to time.

8. ROOM ENTRY AND INSPECTIONS:

The general cleanliness, upkeep and condition of residence halls and University townhouses is important to the health and welfare of the Georgetown University community. To ensure this goal, the University reserves the right to enter a student's room, apartment, or townhouse for administrative, safety, and regulatory purposes.

Members of the University Staff may enter a student's residence for administrative purposes such as, but not limited to, facility repairs; furniture, maintenance and safety inspections; furniture delivery; and general housekeeping. After knocking and waiting for a reasonable length of time, entry may be made. If a resident is not present, a note will be left indicating the person(s) entering and the reasons for doing so.

Students are encouraged to complete a room, apartment, or town-house condition report when they arrive in order to document the condition of their residence prior to move-in. All residence hall rooms, apartments, and townhouses will be inspected by the Residence Life staff before or during the Christmas break and again before Spring closing. A final inspection will be made after the residence halls close in the Spring.

Any assessments for damages or missing items not previously noted on the room, apartment or townhouse condition report will be charged to the resident's student account or to his/her security deposit, as appropriate.

Residents are also responsible for the common areas in their residence hall, apartment or townhouse and for any damages, loss, theft, or extraordinary maintenance or housekeeping services required. If the charges for same cannot be assigned to an individual, a prorated share of the cost will be charged to each student. Students also may be fined for moving furniture from common areas.

Students may not add satellite dishes or antennae or make any other structural modifications to University properties. If any such additions or modifications are made, the University reserves the right to remove and restore the property at the resident students' expense.

9. SMOKING:

In accordance with the laws of the District of Columbia which prohibit smoking in public areas, and in order to ensure the health and safety of residents, smoking is prohibited in all residence hall rooms, apartments, and townhouses, including common areas and private residential spaces. Members of the community who choose to smoke must do so in designated areas outdoors at a distance from the building that does not block entrances, transmit smoke into buildings, or cause others to be exposed to second-hand smoke.

10. RECYCLING:

Residents are responsible for proper disposal of waste. District of Columbia law requires that all cans, bottles, paper, and newspapers be recycled.

11. PERSONAL PROPERTY:

The University is not responsible for the loss of or damage to any personal property of the residents or their guests. Residents are encouraged to insure their own personal property.

12. ASSIGNMENT:

The Office of Housing Services reserves the right to change room, Residence Hall, Apartment or Townhouse assignments, to assign roommates, to consolidate vacancies, and to change occupancies as it deems to be necessary and without consent of the occupants.

NOTE: You must verify the acceptance of your assignment by checking into your Residence Hall Office and signing a Key Card and Room/Apartment/Townhouse Condition Report and by your presence in your assigned residence by the first day of classes or by notification in writing to the Office of Housing Services of your late arrival date. Failure to do so will result in the assignment of your room to a person on the Wait List. In addition, appropriate cancellation charges will be placed on your student account.

13. VACANCY FILLING PROCEDURES:

A. Apartments and Townhouses only:

A vacancy may occur in Apartments or Townhouses during the term of this Agreement. In such circumstances, Apartment and Townhouse residents have three (3) days (from the date the Office of Housing Services is notified in writing of a student's decision to vacate) in which to fill a vacancy, in accordance with the eligibility and assignment requirements of this Agreement and subject to the approval of the Office of Housing Services. Continuing residents must submit a jointly signed statement approving said replacement. The student selected must sign an Occupancy Agreement within the three (3) day period. If the vacancy is not filled by the Apartment or Townhouse occupants, the Office of Housing Services reserves the right to fill the vacancy. A replacement may be named only once by the continuing occupants during the term of this Agreement.

B. Residence Halls, Apartments and Townhouses:

Students who have a vacancy in their Residence Hall room, Apartment, or Townhouse that is filled by the Office of Housing Services are obligated to accept a roommate(s) assigned by this office. Any attempt to discourage another student from moving in will be considered a breach of this Agreement. This breach will be considered by the University sufficient grounds for reassigning the current occupant(s) and/or further disciplinary action including, but not limited to a fine.

14. CHANGES IN RESIDENCE:

All students are obliged to abide by the Residence Hall room/ Apartment/Townhouse change policies and procedures established by the Office of Housing Services as stated in this Agreement and the *Georgetown University Student Code of Conduct* and the *Georgetown University Housing Policies and Procedures* as it may be amended by the University in its sole discretion from time to time. Students who switch rooms without following proper procedure will be subject to financial penalty.

15. COMPLIANCE WITH UNIVERSITY REGULATIONS:

Students agree to abide by the terms of this Occupancy Agreement and the rules set forth in the *Georgetown University Student Code of Conduct* and the *Georgetown University Housing Policies and Procedures*, and if living in a University townhouse, in the *Georgetown University Townhouse Handbook*, as they may be amended by the University in its sole discretion from time to time.