

**Kennesaw State University Housing License Agreement**  
**2023-2024**

Summary of Terms

1. Ego o gpego gpv'F cvg'F ghp'gf <ōEgo o gpego gpv'F cvg'ō'uj cm'dg'T gukf gpv'au"Assigned Move-In Date
2. T gukf gpv'F ghp'gf <ōT gukf gpv'ō'uj cm'dg-<
3. Gzgewk'qp'F cvg'ōGzgewk'qp'F cvg'ō'uj cm'dg'v'j g'f cvg'cpf "ko g'v'j ku'ci tggo gpv'y cu'gzgewgf
4. Tqqo "Ur ceg'F ghp'gf <ōTqqo "Ur ceg'ō'uj cm'dg'v'j g'Tqqo "Ur ceg'ugr'gevgf ."cuuki pgf "qt" otherwise given to Resident after Execution of this agreement
5. Ci tggo gpv'Rgt'k'f'F ghp'gf <ōCi tggo gpv'Rgt'k'f'ō'y km'dg'f gvtgto k'p'gf "d{ "v'j g'Tqqo "Ur ceg" selected, assigned or otherwise given to Resident. Resident will be bound by either an Academic Year or Academic Year and Summer Agreement Period
6. Housing Hgg'F ghp'gf <ōJ qwuk'pi "Hgg'ō'f w'g'hqt "Tqqo "Ur ceg'ct'g'qwr'k'p'gf "k'p'Gz'j kdk'/'C, and Cancellation Fees are outlined in Exhibit B

Vj ku'J qwuk'pi "Nlegpug'Ci tggo gpv'ōCi tggo gpv'ō'uj qwf "dg'tgcf "ectghwm' "cpf "uki pgf "d{ " Nlegpugg'v'j gt'g'p'chgt "ōT gukf gpv'ō+(and the Parenv'qt "Ngi cni' wctf k'p'cu'c'i wctcpv'qt "qh'T gukf gpv'au" obligations under Agreement if Resident is under age 18).

Nlegpuqt "v'j gt'g'p'chgt "ōRt'q'x'k'f' g'ō'ku'v'j g'qr g'c'v'qt "cpf "v'j g'c'f o k'p'k'ut'cv'qt "qh'v'j ku'Ci tggo gpv' Provider is both the Board of Regents of the University System of Georgia, by and behalf of M'p'p'p'g'ucy "U'c'v'g' "W'p'k'x'g't'uk'f{ "ōW'p'k'x'g't'uk'f{ ö+and KSUF Housing Management, LLC, on behalf of its affiliated entities0Hqt "v'j ku'Ci tggo gpv.'ōW'p'k'x'g't'uk'f{ "J qwuk'pi ö'uj cm'dg'f ghp'gf "cu'v'j g" Kennesaw State University campus residential facilities known as Austin Residence Complex I, Austin Residence Complex II, KSU Place I, KSU Place II, Hornet Village Suites (100 & 200), Howell Hall, The Summit, University Columns (Special Interest Housing), University Commons, University Courtyard, University Village & University Village Suites0Rt'q'x'k'f' g't'au" office is located at 1074 Canton Pl, NW, Building 6000, Kennesaw, GA 30144.

**I. Acknowledgment:** Rt'q'x'k'f' g't'j g't'gd{ "i tcpw'c"i'legpug'v'q "T gukf gpv'v'q' t'guk'f' g'k'p'c"ōTqqo "Ur ceg'ō" in University Housing to be assigned by Provider. The relationship created by this Agreement between University Housing and Resident is that of licensor and licensee, and NOT that of landlord and tenant. Resident must be officially admitted, full-time (12 credit hour minimum, unless a specific exception is granted) degree-seeking student enrolled in credit-bearing coursework at University including internships, co-ops, experiential learning and other University-sponsored academic pursuits and be making satisfactory academic progress to reside in the University Housing. The following terms and conditions are the standards with which all residents must abide. By signing this Agreement the Resident agrees to abide by and uphold all policies and provisions outlined within this Agreement.g0 G{obli)-3(ga)4(ti)-3(ons unde)3(r A)5(gre)7(e)-5(men

incorporated herein and made part hereof by reference. By signing this Agreement, Resident agrees to comply with University Rules and understands the University may from time to time, issue for the welfare of the community or for the general convenience or comfort of residents, an update to the University Rules. The University does not discriminate based on race, color, sex, pregnancy, sexual orientation, gender identity, ethnicity or national origin, religion, age, genetic information, disability or veteran status.

**II. Eligibility:** To qualify as a Licensee for University Housing, Resident must be enrolled as a full-time degree-seeking student at Kennesaw State University as set forth in the University Housing License Agreement, who is without academic, financial, disciplinary, or other infractions warranting exclusion and comply with state regulations regarding meningococcal disease notification. Provider may terminate this Agreement if Resident is no longer eligible for University Housing under these conditions. Resident must notify Provider in writing at the University by the stated deadlines; notification to other departments within the University does not constitute proper notification under this Agreement. Additional fees may apply for failure to notify, or if submission of notice of non-attendance or cancellation notice is after the stated deadline date as set in Exhibit B attached hereto and made a part hereof by reference.

**III. Agreement Period:**

**a. KSU Place I, KSU Place II, Hornet Village Suites (100 & 200), Howell Hall, The Summit, University Village & University Village Suites:** This Agreement financially obligates Resident to on-eco r wu] qwulpi "hqt "Hcm'cpf "Ur tkpi "Ugo guvgtu" Academic Year Ci tggo gpvö:0Wprguu" otherwise stated by Provider this Agreement becomes valid on the move-in date for each semester as established by Provider. Should the Agreement begin after the initial Fall Semester move-in date, Resident will be responsible for the remainder of the Agreement period, which terminates at the end of the Spring Semester. Should Resident move to a Room Space which requires an Academic Year and Summer Agreement (such as Austin Residence Complex I, Austin Residence Complex II, University Columns, University Commons or 0 0 G1in4(h a(n )-9(Ac)6(a)4(d)-9(e

be required to move-out of their Room Space twenty-four (24) hours after the last final exam in summer semester or the move-out date as established by the Provider, whichever comes first.

**IV. Fees & Payments:**

**a. Charges:**

**h. Pro-Ration of Fees:** Resident entering into an Agreement after the move-in date for each semester as established by Provider will be responsible for pro-rated housing charges, which will be calculated based on the move-in date as established by Provider.

**V. Agreement Cancellation:**

**a. Cancellation by Resident:** Resident may not move out of Resident's Room Space prior to the end of the Agreement period without obtaining an approved License Agreement Release and officially completing the Move-Out process as defined in Section VII (j). Resident may cancel his/her Agreement with no additional cancellation charges upon submission of supporting documentation evidencing one of the following occurrences during the Term:

**-sponsored study abroad, internship, co-op or experiential  
learning program; or**

Any Resident cancelling for one of the reasons permitted by this subparagraph will still remain responsible for any fees incurred to the point of cancellation including, but not limited to non-refundable charges and payment of the Housing Fees as defined in Exhibit A and cancellation charges as defined in Exhibit B. Residents cancelling this Agreement will be required to move-out of their Room Space on the move-out date as established by the Provider.

If Resident becomes non-enrolled in classes during the Term of this Agreement, they will have their Agreement cancelled according to the following timeline:

If non-enrollment occurs **before** the Add/Drop date as established by Kennesaw State University each semester Resident will be responsible for any fees incurred to the point of cancellation including, but not limited to, non-refundable charges and payment of the Housing Fees as defined in Exhibit A as well as a cancellation fee of \$800.

If non-enrollment occurs **after** the Add/Drop date as established by Kennesaw State University each semester Resident will be responsible for the entire Semester Housing Fee as defined in Exhibit A as well as a cancellation fee of \$800.

If non-enrollment occurs **at the conclusion** of a semester, Resident will be responsible for

documentation from a licensed, practicing physician. University strongly encourages Resident to submit the supporting medical documentation within thirty (30) days from the occurrence date. All requests for medical withdrawal will be determined on a case-by-case basis.

Resident may also submit a License Agreement Release form for reasons not listed above.

Each License Agreement Release form will be reviewed and, if approved, Resident will be responsible for cancellation fees as outlined in Exhibit B.

C'Tgukf gpv'xcec\pi 'Tgukf gpv'u'Tqgo 'Ur ceg'y kj qw'cp"cr r tqxgf "y tkwgp'tgrgcug"ltqo "Rtqxf gt" will be cancelled according to sub-section b below.

**b. Cancellation by University:**

**1) Eligibility:** University reserves the right to determine the eligibility of Resident for University Housing at any time due to abandonment, non-payment of charges, academic ineligibility, discipline, safety, or health concerns as determined by the University or Provider, including but not limited to:

- Safety and security of community including, but not limited to, harming or threatening to harm others;
- Criminal record, past or current criminal activity;
- Use, misuse, or possession of alcohol and/or other drugs contrary to University Rules;
- Use, misuse, or possession of tobacco in violation of University Rules;
- Violation of any University Rules or of this Agreement;
- Academic deficiency;
- Disruptive behavior;
- Damage from fire or smoke, otherwise causing Room Space to be uninhabitable;
- Refusal to comply with the direction of University staff acting in accordance with their respective scope of responsibility; or
- Sharing of University identification card and/or Room Space personal identification number (PIN) with another individual, or otherwise providing unauthorized access to a housing facility to another individual

Resident may appeal an eligibility determination by the University in accordance with the policy set forth in the University Code of Conduct.

**2) Ineligibility:** Based upon a determination of ineligibility by the University or Provider, Provider may immediately cancel this Agreement. Should this Agreement be cancelled, Resident will be required to vacate the Room Space within 24 hours (or immediately if warranted) unless special written permission has been obtained from the Director of Housing or his/her designee. In the event Resident does not vacate within the allowed time period, Provider may limit access vq'Tgukf gpv'u'Tqgo 'Ur ceg0Cm'ej cti gu'hqt'tgo qxcn'cpf "f kur qucn'qh'Tgukf gpv'u'r gtupcn'r tqr gtv" will be assessed to Resident. A Resident removed from University Housing will not be entitled to any refund of Housing Fees, regardless of when the removal is imposed. Should a Resident be removed from University Housing and subsequently be re-admitted to live on campus in future semesters, forfeited housing fees from previous semesters will not be applied "q"j g'Tgukf gpv'u" new account.

**3) Cancellation Fee(s):**

**a. Changes:** The Board of Regents of the University System of Georgia, the University, the Provider and/or designated facility management companies reserve the right to change Room Space assignments, which may result in Resident being responsible for Housing Fees for the respective new Room Space.

**b. Personal Property:** The Provider is not responsible for loss or damage to personal property in University Housing including but not limited to fire, theft, water, interruption of water or heat, or other utility problems regardless of cause or fault. **Residents are strongly encouraged to carry personal property insurance while residing in on-campus housing.**

**c. Room Space Changes:** No Room Space changes are allowed during the first or last two weeks of classes each semester. Resident must obtain advanced approval from Provider prior to changing Room Space. Room Space changes will be approved at the sole discretion of the Provider. Approved Room Space changes carry a fee as set out in Exhibit A. The Room Space Change Fee must be paid by Resident prior to moving to the new Room Space. Not adhering to this process may constitute a violation of this Agreement.

**d. Room Space Entry:** Provider strives to respect the privacy of all residents. However, the





y j gj gt 'kplwt { 'ku'ecwugf "d { 'Tgukf gpwau'pgi rki gpeg. 'vj g'pgi rki gpeg'qh'vj g'Tgrgcuggu. 'qt 'vj g' pgi rki gpeg'qh'Tgukf gpwau'i wguu'qt "cp { "qvj gt 'vj kf 'r ctv\0

Resident understands that the acceptance of this Release, Waiver of Liability, and Covenant Not to Sue Releasees shall not constitute a waiver, in whole or in part, of sovereign or official immunity by the Releasees. Resident agrees that this agreement shall be governed by the laws of the State of Georgia.

**By executing this Agreement, Resident acknowledges that Resident have received a copy of this document, that Resident has read the document carefully before signing, that Resident is suffering no legal disabilities that would prevent Resident from understanding and agreeing to this document, and that Resident understands and agrees with all of the foregoing.**

**o. Grills:** Resident acknowledges that storage or use of cooking grills and other similar cooking equipment is not permitted on balconies or patios in residential areas.

**p. Damage, Lockout & Miscellaneous Fees:** Resident is liable for the condition of the assigned Room Space and unit and included furnishings assigned to him/her and shall reimburse the Provider upon demand for all damages to the assigned Room Space and unit or loss of such space and/or furnishings not the result of ordinary wear and tear. Resident agrees that he/she will be charged a fee for damages, lockout or replacement keys, or other miscellaneous items and such costs will be an obligation of Resident to the Provider even if such service is performed on behalf of the Provider by a third party. Residents of a building, unit (or designated subareas therein) may be required to share on a pro-rata basis the expense of cleaning, painting, repair, or replacement of damaged property in common areas when such damage is not due to normal wear and tear and the person(s) who caused the damage is unknown. The Provider shall make the determination of the amount of such loss or damage, selection of repair method, and scheduling of repair, in its sole discretion and Resident agrees to pay assessed common area charges upon demand.

**q. Force Majeure:** In the event of an unforeseeable cause beyond the control of the University, including, but not limited to fire, flood, other severe weather, acts of God, interruption of utility services, acts of terrorism and other unforeseeable accidents, Provider reserves the right to take actions to maintain the safety of the Housing Facility, including but not limited to temporarily or permanently removing Resident from on campus housing. If the Housing Facilities and/or all or part of a Housing Facility is closed due to an emergency or natural disaster, Provider and the University may suspend or terminate this Agreement without prior notice. If a Housing Facility is closed pursuant to this paragraph, Provider and the University will use their best efforts to provide Resident with alternative housing.

**r. Liability:** Temporary failure to provide working appliances, electricity, elevators, hot or cold water, heat and/or air conditioning, or internet service shall not be a reason for reduction, abatement, or withholding of any portion of the housing fee or other payments legally due. No adjustment to the housing fee or other compensation may be claimed by Resident for inconvenience or discomfort from the making of repairs, improvements to facilities, or temporary service outages at any time. University or Provider does not assume any legal

obligation to pay for, prevent, or insure against injury to person(s), including death, or loss or damage to items of personal property by fire, theft or other casualty, which occurs in its buildings or on its grounds prior to, during, or subsequent to the Term of this Agreement.

**s. Miscellaneous:**

ÉI qxgtplpi 'Ncy 0Vj ku'Ci tggo gpv'uj cm'be governed by the laws of the United States and the State of Georgia and University Rules.

ÉUgxgtcdk{ 0K'cp{ 'r ctv'qh'y ku'Agreement is found to be unenforceable, the remaining parts shall continue in full force and effect.

ÉP q'Y ckxgt0Vj g'hckw'g'qhthe Provider to insist, in any one or more instances, upon the strict compliance with any of the terms of this Agreement shall not be considered as a waiver of such terms and the same shall continue in full force and effect.

ÉC wqtpg{ au'Hgg0T guk gpv'ci rees to pay the Provider's reasonable attorneys' fees and other costs incurred, including collection costs, in connection with any action or proceeding to enforce this Agreement or to collect any funds owed pursuant to this Agreement.

ÉC uuwo r vkp'qh'Tku0There are risks associated with living in a campus environment located in a large metropolitan area and with participating in Residence Life Programming. Residency and program participation is purely voluntary. Resident elects to reside and participate with full knowledge of the risks of injury, illness, or damage to property and accepts full responsibility for any injuries, illness, or damage to property that he/she may sustain in the course of such residency and/or participation. Resident is responsible for engaging only in those activities and programs for which he/she has the prerequisite skill, qualification, preparation and training. These involved risks may arise from residency in University Housing, from participation in Residence Life programming, from the acts of others or from the unavailability of emergency medical care. Resident acknowledges and agrees that he/she is owed no extraordinary duty of care in connection with his/her residency in University Housing or in connection with any Residence Life programming.

ÉRgtuqpcn'Rtqr gtv{ 0Rtqxkf gt 'ku'pqvt'gur qpukdg'hqt 'wpercko gf 'r gtuqpcnr' tqr gtv{ 'cpf 'kgo u'hgh'k' common areas, or left in assigned Room Space after move-out or Agreement termination and will be deemed abandoned and discarded or donated to local charities, at the discretion of Provider.

ÉRtqxkf gt 'F gekukqu0Cm'f gekukqu'd{ 'Rtqxkf gt 'j' gtgwpf gt 'uj cm'dg'o cf g'cv'ku'uqrg'f kuetgkqp'cpf " are final, unless specifically stated to the contrary herein.

T guk gpv'uwdo kuukp'qh'y ku'Ci tggo gpv'ku'cp'cenpqy ngf i o gpv'y cv'T guk gpv'\*cpf 'T guk gpv' " Guarantor, when applicable) has read, understands and agrees to all terms and conditions of this Ci tggo gpv'cu'ugv'hqt y 'j' gtgk0T gegk v'qh'T guk gpv'cr r nek'kqp'f qgu'pqv'eqpukwwg'ceegr vpeg" by the Provider. The Agreement only becomes binding upon acceptance by Provider and T guk gpv'cu'kpf kecvgf "d{ "qprkg'eqphkto cvkqp'qh'y g'T guk gpv' "Tqqo "Ur ceg'cuuki po gpv'cpf "g- signature (and any provisions required therein) of this document through the online reservation system linked through (<http://ksuhousing.kennesaw.edu>) and the prompt payment of all the Total Non-Refundable Fees. When deemed necessary by Provider, hardcopy signed Agreements may be required, but absence of hardcopy does not diminish or limit in any way yj g'T guk gpv' " \*cpf lqt'I wctcpvt au'+qdiki cvkqu'r gt 'y' g'gngextqple'ceegr vpeg'qh'y g'qprkg'Ci tggo gnt.

Signature of Guarantor (If Applicable):

Signature of Resident:

Execution Date:

Student Email Address:

Exhibit A

2023-2024 Housing Fees and Payment

Community	Total Agreement Amount
Kennesaw Campus Housing	
Austin Residence Complex I (Buildings 100-1100)	
	\$9,576
	\$9,082
Austin Residence Complex II (Buildings 1200-1400)	

University Courtyard			
	\$8,948	\$4,474	\$4,474
Additional Fees			
	\$800		
	\$200		
	\$75		
	\$75		
	\$100		
	\$200		
	\$100		
	\$75		

Exhibit B

2023-2024 Cancellation Schedule

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2023-2024 Cancellation Schedule (for Residents moving in Fall 2023)	
Cancellation Form Received*	Fees due upon Cancellation