

Kennesaw State University Housing License Agreement

2021-2022

Summary of Terms

1. Commencement Date Defined: “Commencement Date” shall be Resident’s Assigned Move-In Date
2. Resident Defined: “Resident” shall be: Last Name, First Name
3. Execution Date: “Execution Date” shall be the date and time this agreement was executed: (date/time stamp)
4. Room Space Defined: “Room Space” shall be the Room Space selected, assigned or otherwise given to Resident after Execution of this agreement
5. Agreement Period Defined: “Agreement Period” will be determined by the Room Space 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 Fees Defined: “Housing Fees” due for Room Space are outlined in Exhibit A, and Cancellation Fees are outlined in Exhibit B

This Housing License Agreement (“Agreement”) should be read carefully and signed by Licensee (hereinafter “Resident”) (and the Parent or Legal Guardian as a guarantor of Resident’s obligations under Agreement if Resident is under age 18).

Licensor (hereinafter “Provider”) is the operator and the administrator of this Agreement. Provider is both the Board of Regents of the University System of Georgia, by and behalf of Kennesaw State University (“University”) and KSUF Housing Management, LLC, on behalf of its affiliated entities. For this Agreement, “University Housing” shall be defined as the 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, University Columns (Special Interest Housing), University Commons, University Courtyard, University Village & University Village Suites. Provider’s office is located at 1074 Canton Pl, NW, Building 6000, Kennesaw, GA 30144.

I. Acknowledgment: Provider hereby grants a license to Resident to reside in a “Room Space” 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, the [Resident Handbook](#), the [University Code of Conduct](#), The [rules and regulations of Kennesaw State University](#), the [rules and regulations of the Board of Regents of the University System of Georgia](#) and all Federal, State and Local laws (hereafter collectively referred to as “University Rules”) all of which are

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 student at Kennesaw State University or an approved Georgia Highlands College student, as set forth in the “Acknowledgement” section above, 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 Provider’s office (1074 Canton PI NW, Building 6000, Kennesaw, GA 30144) of non-attendance to 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, University Village & University Village Suites: This Agreement financially obligates Resident to on-campus housing for Fall and Spring Semesters (“Academic Year Agreement”). Unless 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 University Courtyard) Resident will be bound by the Agreement period terms of the new Room Space. Resident will be required to move-out of their Room Space twenty-four (24) hours after the last final exam in Spring Semester or the move-out date as established by the Provider, whichever comes first.

b. Austin Residence Complex I, Austin Residence Complex II, University Columns, University Commons & University Courtyard: This Agreement financially obligates Resident to on-campus housing for Fall, Spring & Summer Semesters (“Academic Year and Summer Agreement”). Unless 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 move-in date, Resident will be responsible for the remainder of the Agreement period, which terminates at the end of the Summer Semester. Residents with an Academic Year and Summer Agreement who are not enrolled during the Summer Semester are still financially obligated through the end of Summer Semester under this Agreement. Should Resident move to a Room Space which requires an Academic Year Agreement (KSU Place I, KSU Place II, Hornet Village Suites (100 or 200), Howell Hall, University Village or University Village Suites), Resident will be bound by the Academic Year Agreement period terms of the new Room Space. Resident will

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: All charges and Fees payable under this Agreement (including, but not limited to room charges, late fees, lockout charges, and damages) will be charged to the Resident's Banner Web Account and Resident must pay charges and fees to the University Bursar's Office only.

b. Annual Application Fees: A one-time, non-refundable Application Initiation Fee is due the first time Resident applies for housing. This fee must be paid before a Room Space assignment will be processed. A non-refundable Room Booking Fee is due after Resident selects Room Space assignment. This Annual Application Fee is outlined in Exhibit A, "Housing Fees and Payment Schedule," attached hereto and made a part hereof by reference.

c. Residence Life Fee: Resident will be charged a Residence Life Fee to the Resident's Banner Web Account when Semester Housing Fees are applied. This Fee must be paid in full in accordance with the payment deadline set by Kennesaw State University for fall semester. This Residence Life Fee is outlined in Exhibit A, "Housing Fees and Payment Schedule" attached hereto and made a part hereof by reference.

d. Previous Balances: Resident must remain current on all charges. Residents who owe an outstanding housing balance may be issued a notice to pay or vacate the Room Space. Residents are not permitted to use anticipated financial aid from a current semester to cover housing for a previous semester. Resident further acknowledges and agrees that as a licensee in University Housing that Provider may deny access to the Room Space through "lock out" for failure to make timely payments, failure to comply with University Rules or other infractions and Resident waives its right to a formal dispossessory action for the use of the Room Space.

e. No Show: It is expected that Resident will occupy the Room Space or deliver written notice of delayed arrival via the Provider's University e-mail address or by U.S. mail, no later than 9:00 a.m. on the first day of classes of the first academic term of residency. If Resident has not occupied Resident's Room Space by 9:00 a.m. on the first day of classes AND has failed to notify the Provider in writing of delayed arrival, the Room Space may, at the end of the first day of classes and at the sole discretion of Provider, be cancelled without further notice to Resident. If the Room Space is cancelled by Provider, Resident will remain responsible for all fees described in the Cancellation Exhibit B to this Agreement.

f. Housing Charge Amounts: Housing Fees for the specific communities are listed in Exhibit A. The Housing Fees must be paid in full as described in the Housing Fees and Payment Schedule. If an account is not paid in full or current the Resident may be removed from on-campus housing. Resident must pay the semester housing fee in full in accordance with the payment deadline set by Provider for the fall and spring semesters through the use of Resident's student account with University.

g. Late Fees: For all Residents of University Housing all semesterly housing fees must be paid in full in accordance with the payment deadline set by Kennesaw State University for the fall, spring & summer semesters.

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:

- Graduation;**
- Call to active military duty;**
- Marriage;**
- Birth of a Resident's child;**
- Enrollment in a University-sponsored study abroad, internship, co-op or experiential learning program; or**
- Death of Resident.**

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 the entire Semester Housing Fee as defined in Exhibit A as well as a cancellation fee of \$800.
- If Resident is granted a License Agreement Release due to non-enrollment and is found to be enrolled in classes at Kennesaw State University after the License Agreement Release is granted, Resident will become responsible for all Housing Fees as outlined in Exhibit A.
- If Resident is leaving University due to an approved medical withdrawal 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 equivalent to 10% of the Total Agreement Amount as outlined in Exhibit A. Medical withdrawals require signed recommendation and supporting

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.

A Resident vacating Resident's Room Space without an approved written release from Provider 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 to Resident's Room Space. All charges for removal and disposal of Resident's personal property 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 to the Resident's new account.

3) Cancellation Fee(s): Upon approved cancellation of this Agreement, Resident will be charged a cancellation fee in addition to any housing charges, including but not limited to, room charges, damage charges, late fees and removal or disposal fees if any. The associated fees are detailed in Exhibits A and B. If Resident officially vacates Room Space by a date up through 60% of the semester as defined by University, Resident shall receive a credit of any fees paid less any charges for nights occupying Room Space and any other fees due. After 60% of the semester, Resident will not receive any credit for any unused fees paid.

4) Refund/Forfeiture: All Agreement cancellations must be approved by Provider in writing and are subject to applicable cancellation fee(s). Withdrawal or removal from the University does not relieve Resident of the financial obligations detailed within this Agreement.

5) Sublicensing/Assignment: Resident may not sell, sublicense, sublease, or assign Room Space to anyone at any time. Use of Room Space for commercial purposes is expressly prohibited. Provider may assign this Agreement to the University or another entity affiliated with the University without notice or approval, provided that any assignee shall be fully bound by the provisions of this Agreement.

VI. Indemnification, Acknowledgment, and Release:

a. Acknowledgement and Release. Resident acknowledges and agrees that neither Provider nor University promises, warrants, or guarantees the safety and security of Resident, Resident's guest, or Resident's personal property against the criminal actions of the other residents or third parties. Resident acknowledges and agrees that neither Provider nor the University will be liable for any damage or injury to Resident, Resident's guests, or Resident's personal property or to any person entering the room assigned to Resident or University Housing, for injury to person or property arising from theft, vandalism, or casualty occurring in the Room Space assigned to Resident.

b. Indemnification and Release. Resident (and Guarantor, if Resident is under age 18) agrees to indemnify and hold harmless Provider, University, and their respective directors, board members, agents, affiliates, and employees from and against all claims, actions, judgments, damages, liabilities, costs, demands, losses, and expenses (including, without limitation, reasonable attorneys' fees and disbursements) resulting from or arising out of injury to the person or property of Resident or Resident's guests while Resident resides in the Room Space, regardless of the cause (including, but not limited to, injury resulting from engagement, involvement, participation by Resident or any of Resident's guests in any event sponsored by University or Provider) unless such injury is caused by the negligence or intentional misconduct of Provider, University, or their respective agents. Resident (and Guarantor, if Resident is under age 18) hereby releases and forever discharges and holds harmless Provider, University, and their respective directors, board members, agents, and employees from any and all demands, causes of action and/or judgments of whatsoever nature or character, past or future, known or unknown, whether in contract or tort, whether for personal injuries, property damage, payments, fees, expenses, or any other monies due or to become due, or damages of any kind or nature, and whether arising from common law or statute, arising out of, in any way, this Agreement and the use of the Room Space.

VII. Additional Terms:

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 University and Provider's staff or other designated agents may enter Resident's Room Space at any time to verify inventory records or occupancy, perform maintenance, address anything deemed to be an emergency, perform security investigations under the Computer, Internet and Electronic Communication Policy, or enforce safety, health, or University Rules.

e. Consolidation/Room Space Assignment Changes: Provider reserves the right to change, cancel, or consolidate Room Space assignments at any time due to academic ineligibility, discipline, behavioral, safety, health, payment or administrative reasons. If Resident does not have an assigned roommate, Resident should expect the possibility of getting a roommate at any time. Provider will attempt to give advance notice before assigning a roommate, but Resident should keep personal property and Resident's belongings out of the common areas within the unit.

f. Emergency Repossession: The University reserves the right to repossess a Resident's Room Space in the event of an epidemic or other health concerns. If Resident should contract a communicable disease, Resident may be required to leave the Room Space until Resident is no longer contagious. This is due to the hazard of infecting others in the residence hall environment.

g. Room Space Condition: As provided in the KSU Resident Handbook, Residents must maintain Room Space in a safe manner and in good condition for the entire term of this Agreement. Room Space furnishings provided by the Provider shall not be removed or stored. Public area or lounge furnishings shall not be moved into Resident's Room Space. It is Resident's responsibility to restore the assigned Room Space to its original condition prior to move-out.

h. Support: Residents will make appropriate arrangements for any necessary personal attendant care, service or assistance animal prior to the beginning of each academic term, if required due to Resident's disability. Resident has the sole financial responsibility for Resident's own personal attendant care. Service or assistance animals will be approved on a case-by-case basis by KSU Student Disability Services.

i. Room Key: Resident agrees that upon completing the move-in process, Resident becomes responsible and liable for the room key and any other access keys or devices provided to

Resident (collectively, a "Key"). It is Resident's responsibility to obtain and keep possession of the Key. If the Key is lost or stolen, Resident understands and agrees that Resident will be charged applicable Key replacement and/or lock change fees for each time a new Key is issued and/or locks are changed as described in Exhibit A. Resident understands and agrees that Resident is responsible for turning in the Key at the time of move out, and if Resident fails to do so, Key replacement and/or lock change charges will apply. Resident may not duplicate any Key issued to them during their time as a Resident. Residents cannot duplicate or give anyone else their Key.

j. Move-Out: Resident is not officially moved-out of the Room Space until all of the following occur: (1) the proper move-out documentation has been completed and submitted, (2) Resident is approved to move-out early if before the move-out date as established by Provider, (3) Resident has moved all personal property from the Room Space and the unit, (4) the Room Space and unit have been cleaned by Resident including vacuuming or sweeping of all floors, cleaning of all sinks, refrigerators or ovens, and wiping clean all surfaces and counters, and (5) Resident follows move-out procedure and all Keys have been returned to authorized staff. In addition to any fees assessed for damages, lost Key (s) or failure to follow the move-out guidelines will result in Resident continuing to incur room charges.

k. Single Occupancy: No more than one person shall be entitled to occupy the Room Space.

l. Email Communications: The University and Provider recognize the Resident's official University e-mail address as the official means of communication and will communicate important information in this manner. All notices or information will be communicated in this manner. Resident is responsible for staying current with e-mail communications.

m. Notice to Provider: Resident must communicate with the Provider in writing via the Provider's University e-mail address. Provider may also provide Resident the opportunity to communicate requests via electronic forms or documents.

n. Lofted Beds and Bed Rails: Each bed that is lofted above 36" at the top of the frame ("lofted bed") by University will have a bed rail installed by University at no cost to Resident.

By execution of this document, Resident acknowledges and understands the risks that Resident or guests may encounter should Resident fail to keep the bed rail in place, specifically the risk of injury or potential fatality that may result from falling. Having been informed of and understanding the inherent risks should Resident remove the bed rail, Resident assumes all liability for harm or injury to Resident and/or any of Resident's guests.

Accordingly, for the consideration specified in this contract, including Resident being able to use a lofted bed in Resident's residence hall room, Resident hereby releases, waives, discharges, and covenants not to sue University, the Board of Regents of the University System of Georgia, and/or their officers, servants, agents or employees (hereinafter referred to as "Releasees") for any liability, claim, and/or cause of action arising out of or related to any loss, damage, or injury, including death, that may be sustained by Resident or any of Resident's guests or to any property belonging to Resident or any of Resident's guests arising out of the use of a lofted bed while living in the residence hall at University. Resident confirms that this Release shall be effective

whether injury is caused by Resident's negligence, the negligence of the Releasees, or the negligence of Resident's guests or any other third party.

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:

- **Governing Law.** This Agreement shall be governed by the laws of the United States and the State of Georgia and University Rules.
- **Severability.** If any part of this Agreement is found to be unenforceable, the remaining parts shall continue in full force and effect.
- **No Waiver.** The failure of the 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.
- **Attorney's Fees.** Resident agrees 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.
- **Assumption of Risk.** There 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.
- **Personal Property.** Provider is not responsible for unclaimed personal property and items left in 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.
- **Provider Decisions.** All decisions by Provider hereunder shall be made at its sole discretion and are final, unless specifically stated to the contrary herein.

Resident's submission of this Agreement is an acknowledgment that Resident (and Resident's Guarantor, when applicable) has read, understands and agrees to all terms and conditions of this Agreement as set forth herein. Receipt of Resident's application does not constitute acceptance by the Provider. The Agreement only becomes binding upon acceptance by Provider and Resident as indicated by online confirmation of the Resident's Room Space assignment and e-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 the Resident's (and/or Guarantor's) obligations per the electronic acceptance of the online Agreement.

Exhibit B

2021-2022 Cancellation Schedule

Please Note

*The Nonrefundable Application fee as listed in Exhibit A will not be refunded in any cancellation scenario.

**Cancellation Forms received after 5:00pm on business days or on non-business days will be considered received on the next business day.

***“Total Agreement Amount” is the amount listed in the second column of Exhibit A – Housing Fees & Payment Schedule

****For Cancellation due to Non-Enrollment, please reference section V(a) of the License Agreement for more detailed cancellation fees

2021-2022 Cancellation Schedule (for Residents moving in Fall 2021)	
Cancellation Form Received*	Fees due upon Cancellation
May 15 th – May 31 st	<ul style="list-style-type: none">• \$100 Room Cancellation Fee
June 1 st – June 30 th	<ul style="list-style-type: none">• \$150 Room Cancellation Fee
July 1 st – July 31 st	<ul style="list-style-type: none">• \$250 Room Cancellation Fee
August 1 st – Commencement of contract	<ul style="list-style-type: none">• \$350 Room Cancellation Fee
No Show* & No Notification from Student	<ul style="list-style-type: none">• \$500 Room Cancellation Fee
Commencement date of contract to end of contract	<ul style="list-style-type: none">• 25% of the Total Agreement Amount for your assigned Room Space as listed in Exhibit A

2021-2022 Cancellation Schedule (for Residents moving in Spring 2022)	
Cancellation Form Received*	Fees due upon Cancellation
November 1 st – November 30 th	<ul style="list-style-type: none">• \$150 Room Cancellation Fee
December 1 st – December 31 st	<ul style="list-style-type: none">• \$250 Room Cancellation Fee
January 1 st – Commencement of contract	<ul style="list-style-type: none">• \$350 Room Cancellation Fee
No Show* & No Notification from Student	<ul style="list-style-type: none">• \$500 Room Cancellation Fee
Commencement date of contract to end of contract	<ul style="list-style-type: none">• 25% of the Total Agreement Amount for your assigned Room Space as listed in Exhibit A

*As defined in section IV (e) of the license agreement