

Young Harris College Housing Agreement 2020-2021

This Housing Agreement (the “Agreement”) is entered into between Young Harris College (the “College” or “YHC”) and the individual student, or their parent/guardian on behalf of the student if the student is a minor, as signed below. The Agreement is a legally binding contract that allows the student to utilize assigned College housing for the Academic Year 2020-2021 subject to terms and conditions of this Agreement and the COVID-19 Addendum. The Agreement sets forth the expectations and requirements for students living in campus housing, including but not limited to: move-in and move-out procedures, housing availability during holidays and breaks, meal plan requirements, health and safety requirements, and expectations for student behavior. By signing, the student (and their parent or guardian, if student is a minor) is agreeing to the terms and conditions of this Agreement and the COVID-19 Addendum for the Academic Year and all financial obligations therein.

- I. **Term of Agreement.** This Agreement is binding for the entire Academic Year 2020-2021, beginning on the student’s date of scheduled arrival no sooner than August 12, 2020 and terminating on May 6, 2021, and does not include any summer terms.

- II. **Campus Residency Requirement and Exemptions.** Young Harris College believes living on campus is an integral part of the college experience. All full-time undergraduate students are required to live in campus housing. Any student who meets one or more of the following criteria with supporting documentation may apply, via the online housing system, for an exemption from the residency requirement:
 - a. The student is 23 years of age or older on the first day of class;
 - b. The student has completed eight (8) semesters as a full-time student at YHC and has earned ninety (90) hours of credit;
 - c. The student has lived in campus housing for the equivalent of eight (8) fall and/or spring semesters and has earned ninety (90) hours of credit;
 - d. The student is enrolled in eleven (11) or fewer course credit hours;
 - e. The student is married, divorced, or has a dependent(s) for which the student has primary or joint custody of;
 - f. The student lives in the permanent, legal, and primary residence of a parent or guardian within forty-five (45) minutes’ drive or twenty-five miles of Young Harris College located in Young Harris, GA (a second home or vacation home does not qualify); or
 - g. The student has an extenuating circumstance other than those listed above that the student believes qualifies for an exemption to the YHC campus residency requirement.

All requests for residency requirement exemptions will be reviewed and either approved or denied by the Housing Appeals Committee.

III. Meal Plan Participation Requirement. The student must participate in one of the YHC residential student meal plans listed below. The choice of meal plan may be changed if eligible to do so subject to the Meal Plan Policy within the *Guide to Student Life*. Meal plans are billed to the student’s account each semester. Any changes to the meal plan selection must be completed by close of business on the last day in which classes may be added to the schedule (known as Drop/Add).

Meal Plan	Annual Fees	Semester Fees	Semester Dining Dollars
Unlimited (required for First Year Students)	\$6,386	\$3,193	\$150
18-Meal Plan	\$5,098	\$2,549	\$250
16-Meal Plan	\$4,844	\$2,422	\$300
10-Meal Plan (available for Village Residents or Commuter Students only)	\$3,298	\$1,649	\$250

IV. Housing Assignments and Changes. This Agreement requires the College to provide the student a housing assignment according to the terms set forth herein, but the College cannot and does not agree or guarantee to provide a specific space. The College reserves the right to place and assign students in housing at its sole discretion throughout the Academic Year.

- a. Assignment. The College will assign the student a housing space based on availability, health and safety considerations, necessary and appropriate accommodations for students with disabilities, designated housing for upper class students and first year students, and the Housing Preference Process published for the current academic year.
- b. Preference Process. If the student participates in the housing preference process and then cancels the housing Agreement, the student may incur a housing cancellation fee. If the departing student was in a preference group with other students, the other students may lose their preferred housing assignment.
- c. Assignment Changes. The College reserves the right to reassign the student to a different housing space at any point during the academic year as necessary and in the College’s sole discretion, due to any of the following reasons:
 - i. Violations of this Agreement;
 - ii. Student misconduct;
 - iii. Student participation in a Title IX proceeding, including as part of implementation of supportive measures or a no-contact order;
 - iv. Administrative, operational, or programmatic needs;
 - v. Conflicts or concerns within the housing community;
 - vi. Health and safety needs, per the COVID-19 Housing Terms Addendum;
 - vii. Maintenance, renovation, or closing needs for the housing facility;

- viii. The student’s failure to remain in good standing with the College; or
- ix. Any other reason the College deems as necessary.

V. Housing Accommodations for Students with Disabilities. Students who require housing and/or dining accommodations must be registered with Disability Services and provide appropriate documentation to support the request for an accommodation. A request should be submitted as soon as possible for the current academic year, at least thirty (30) days prior to the start of the academic year, but will be considered on a rolling basis as necessary. Requests are specific to the current academic year for which they are submitted, and thus requests must be renewed each academic year for each new housing term. The student may be required to update supporting documentation each year, as well. Recommended timelines for submitting requests are as follows:

New Students	June 1 st prior to the academic year
Current Students	March 15 th prior to the academic year
All Students (for spring semester changes)	January 1 st prior to the second semester

Accommodations will be granted based on recommendations from Disability Services and availability.

VI. Move-in and Move-out Procedures. The student is expected to follow all published requirements for move-in and move-out procedures.

- a. Early Move-In. Early move-in is only permissible for a College-related purpose, such as an internship, experiential learning placement for academic credit, athletic participation for an in-season team, or any essential College employment or service, and only when the student is obligated to return to campus prior to the official move-in date for either fall or spring semester. To request permission for an early move-in date, the student’s sponsoring College authority requesting such early move-in must submit a request to the Director of Residence Life at reslife@yhc.edu at least two weeks prior to the requested early move-in date.
- b. Move-Out. The student is required to depart the assigned housing space within twenty-four (24) hours of their last final exam of each semester or the official closing date of the residence halls, whichever comes first. Late move-out is only permissible for a College-related purpose, such as an internship, experiential placement for academic credit, athletic participation for an in-season team, or any essential College employment or service, and only when the student is obligated to participate after the official move-out date of any semester. To request permission for a late move-out date, the student’s sponsoring College authority requesting such late move-out must submit a request to the Director

of Residence Life at reslife@yhc.edu at least two weeks prior to the official move-out date.

VII. Housing Availability During Breaks. The College in its sole discretion determines when campus housing is available during both short and long breaks during the academic year. The College reserves the right to change opening and closing dates for all campus housing as necessary.

- a. Short Breaks. Campus housing is planned to be opened Labor Day, Fall Break, MLK Weekend, and Easter Weekend. Campus dining will also be open, though with a reduction in hours.
- b. Long Breaks. Campus housing is generally closed during the Thanksgiving and Spring breaks, but may be available to students for a fee if the student submits an official request in writing to stay to by the deadline published by the College, and the College approves the request. Campus dining will not be available during these breaks. The College is under no obligation to provide housing during these long breaks, however, and the decision to grant such housing requests is in the College's sole discretion. Housing, if available, may be restricted during breaks to certain facilities or areas that differ from a student's usual housing assignment.
- c. Breaks Between Semesters. Campus housing and dining is fully closed during Winter break at the conclusion of final exams for fall semester. The student must leave within twenty-four (24) hours of their last final exam or the official closing date of the residence halls, whichever comes first.

VIII. Use of Housing and Premises. The use of the assigned housing space is limited to the residential use of the student as signed below and according to the terms and conditions of this Agreement. The student may not rent, sublet, assign, loan, or transfer this Agreement to any other person. The student cannot use the assigned housing space to conduct sales, commercial, or any other business activity. Additional occupants cannot use or reside within the housing space unless otherwise allowed by the College. The use of the assigned housing space is subject to all College housing policies, rules, procedures, regulations, notices, and instructions, which are subject to change as the College deems necessary. Students are not permitted to make any alterations to, remove any College furnishings from, or relocate lounge furniture into the assigned housing space.

IX. Housing Inspection and Entry.

- a. Move-In Inspection. Within forty-eight (48) hours of move-in, the student will review the move-in inspection report and agree to the findings therein, or raise an objection to the report's findings and alter the inspection report's information accordingly. The student shall submit the inspection report to the Resident Assistant.

- b. College Entry. The College reserves the right to enter a student's assigned housing space at any time. Entry into a housing space will be to verify occupancy, assess and repair the facilities, complete health and safety inspections, when there is an indication of imminent danger to life, health, or property, and/or reasonable cause to believe a violation of College policy, state, or federal law has occurred.

X. Housing Condition, Damages, Maintenance. The student is responsible for the assigned housing space's condition throughout the academic year and upon move-out. Any damage or destruction to the housing space's condition shall be assessed by the College and billed to the student and/or the student's roommate/suitemate, as applicable. The student shall report any damages and maintenance issues immediately to the RA, RLC, or the Office of Residence Life during the academic year. The student may be held responsible for any damages that result from the student's failure to promptly report a maintenance problem or concern.

- a. Maintenance. The College will investigate all reported maintenance concerns promptly and work to remedy the concern. The College prioritizes the resolution of maintenance requests based on concern for health, safety, security, and basic necessities first.
- b. Emergency Maintenance Requests. The College will respond to emergency maintenance requests that involve HVAC, electrical concerns, water, security, or fire regardless of the day or time.
- c. Maintenance Relocation. The College may relocate the student to an alternate housing space temporarily or permanently in order to resolve a maintenance issue or concern.

XI. Responsibility for Personal Property. The student is solely responsible for all his/her personal property on campus and is responsible for insuring any personal property against any loss, damage, or theft. The College is not responsible for any form of damage, loss, theft, or destruction of student property or belongings. The College strongly encourages that the student consults his/her family's homeowner's policy or obtain renter's insurance for the protection of their belongings in case of damage or theft.

XII. Expectations for Student Conduct. The student must adhere to this Agreement, the COVID-19 Addendum, the Standards of Conduct, and all policies published in the *Guide to Student Life*, the *College Catalog*, and other published policies, notices, emails, and instructions from the College, including all COVID-19 health and safety requirements. A student who fails to do so may be subject to the Student Conduct process as published in the *Guide to Student Life*. Sanctions for violations of College Policy may include dismissal from College housing or dismissal from the College for a specified period, without refunds for housing or meal plans.

XIII. Health and Safety Requirements. The health, safety, and security of students, employees, and the campus community is the top priority of the College. The College will take reasonable precautions to prevent danger, mitigate risks, and address issues of health and safety on campus. As a student of Young Harris College, the student signed below assumes personal responsibility for taking personal precautions to prevent any accident or illness while on campus, or in conjunction with any College-sponsored event or travel. Please refer to the COVID-19 Addendum for additional health and safety requirements.

- a. Screenings and Documentation Requirements. The student is required to provide documentation of required immunizations, titer tests, health information, and screenings. These records must be on file and complete by August 1st if starting fall semester, and December 1st if starting spring semester.
- b. Additional Health Screenings. The College may require the student to undergo additional health screenings before or during the semester as necessary for the health and safety of the College community. The student will be notified of any public health screenings requirements and the date by which they must comply on an ongoing basis throughout the academic year. The student's failure to comply with any required health screening may result in the College requiring the student to leave campus housing until the student provides the required screening or information. No refund for housing or dining will be made when a student fails to meet a health documentation or screening requirement. Please see the COVID-19 Addendum for additional health and safety information.

XIV. Payment of Fees. The student (and parent or guardian if the student is a minor) agrees to pay the College all fees, including but not limited to housing, dining, tuition, and other associated fees when due and payable as required by the College. Room rates, meal plans, and housing-related charges are billed to the student's account. Please refer to the fees policies in the *Guide to Student Life* for more information.

XV. Cancellation of Agreement. If the student wishes to cancel this Housing Agreement, the student may submit a request to do so to the Director of Residence Life at reslife@yhc.edu.

- a. First Semester/Academic Year Cancellation Requests. If the student is scheduled to return to YHC for the upcoming academic year but no longer intends to do so, the student must submit the cancellation request in writing no later than 5:00 p.m. on May 31st to notify the College of the student's change in plans. Failure to provide the cancellation request by this date may result in forfeiture of the student's housing deposit and/or a housing cancellation fee.
- b. Second Semester Cancellation Requests. To avoid incurring a housing cancellation fee, the student must submit the cancellation request in writing no later than 5:00 p.m. on November 15th to notify the College of the student's

intent not to return to the College for second semester. Failure to provide the cancellation request by this date may result in forfeiture of the student's housing deposit and/or a housing cancellation fee.

- c. Commuting Status. If the student will be eligible to apply for the Commuting Exemption to the YHC campus residency requirement as of the first date of class of the second semester, the student may request cancellation of this Agreement. To avoid incurring a housing cancellation fee, the cancellation request must be submitted in writing no later than 5:00 p.m. on November 15th.
- d. Academic Suspension. If the student is placed on academic suspension for the second semester and any appeal is denied, the student may cancel this Agreement.

XVI. Termination of Agreement. The College may terminate this Agreement at any point during the Agreement's term for the following reasons:

- a. The student violates this Agreement and/or the COVID-19 Addendum;
- b. The student violates local, state, or federal laws;
- c. The student violates the College's Standards for Conduct, *Guide to Student Life*, the *College Catalog*, or the College's related policies, regulations, rules, procedures, notices, emails, or instructions, including all COVID-19 health and safety requirements;
- d. The student's behavior significantly disrupts or endangers the health, safety, and welfare of others in the campus community;
- e. The student withdraws, the student's enrollment is revoked, or the student no longer attends the College for any reason; and/or
- f. The student fails to make required payments for housing, dining, and/or College fees.

If the College terminates this Agreement based on student behavior or conduct reasons, including interim suspensions, no refunds for housing or dining will be given to the student or his/her parent/guardian. The student will be required to vacate the assigned housing space within twenty-four (24) hours of the termination. For more information on refunds, refer to the institutional policies in the *Guide to Student Life*.

XVII. Force Majeure and Frustration of Purpose. Notwithstanding anything to the contrary contained herein, the College may modify, suspend, cancel, or terminate this Agreement without advance notice and without further obligation of the College if an act of God; natural disaster; fire; flood; storm; earthquake; lightning; explosion; act of war; act of terrorism; riot; civil unrest; labor difficulties; supply shortage; crime; damage to facilities or equipment; utility failure or shortage; pandemic, epidemic, disease, plague, serious illness, or outbreak; civil emergency; state of emergency; act of local, state, or federal government prohibiting or impeding any party from performing its respective obligations under this Agreement; or other major event beyond the College's control makes it

impossible or impracticable for the Agreement to continue, or otherwise frustrates the purpose of the Agreement. In such a case, the College shall not be obligated to issue refunds or credits, whether partial or full, for such modifications, adjustments, interruptions, suspensions, cancellations, or terminations made necessary by the above conditions.

The College may adjust the housing and dining services described in the Agreement, temporarily close, and/or place restrictions on use of housing facilities as necessary in the College's sole discretion to preserve the health and safety of its students and the campus community. In the event of such temporary closures, restrictions, and/or adjustments to the housing or dining services schedules, the College shall not be obligated to issue refunds or credits, whether partial or full, under this Agreement for such interruptions, modifications, closures, restrictions, or adjustments.

XVIII. Nature of Agreement. This Agreement is a legally binding contract to provide housing for the Academic Year 2020-2021. It does not constitute a lease, and no estate, tenancy, or any other interest in property is conveyed to the student hereby, nor is any usufruct granted to the student hereunder. This Agreement constitutes a temporary revocable license agreement between the College, as licensor, and student, as licensee.

XIX. Minor Consent. All students who are under the age of 18 as of the signing of this Agreement are required to have their parent or guardian sign and accept responsibility for the terms and conditions of the Agreement until the student turns 18 years old. The student agrees to abide by all College and residence hall policies and regulations.

I have read the Young Harris College Housing Agreement for the 2020-2021 Academic Year and the COVID-19 Addendum. I acknowledge and understand that I (or my parent or guardian, if I am a minor) am obligated to the terms and conditions set forth in this Agreement to live in campus housing and the health and safety requirements in the COVID-19 Addendum. I agree to these terms and conditions and indicate so by typing my full legal name, my parent/guardian name (if I am a minor), my YHC student ID number, and the date in the spaces provided.

Electronic Signature Section includes:

Last name

First Name

Middle Name

YHC ID#

Today's date

COVID-19 Addendum

To the YHC Housing 2020-2021 Agreement and *Guide to Student Life*

Young Harris College (the “College” or “YHC”) seeks to reopen for the 2020-2021 academic year for in-person instruction and on-campus housing, but can only do so through a shared commitment among YHC students, staff, and faculty to adhere to enhanced health and safety measures to minimize the spread of COVID-19 on campus. Each member of the YHC campus community plays a critical role in promoting safety and preventing the spread of COVID-19 during our return to campus. Accordingly, the College has established the following mandatory health and safety requirements, which all members of the YHC campus community are required to follow in order to return to campus for in-person instruction and participate in on-campus housing.

- I. **Acknowledgement of Risk.** The College developed these health and safety requirements through reliance on the guidance of local, state, and federal public health agencies and the Executive Orders of Governor Kemp. While these requirements were developed to mitigate the spread of COVID-19 on campus, the College acknowledges that eliminating all risk of COVID-19 infection and spread while operating in person is impossible. An inherent risk of exposure to COVID-19 exists in any public place where people are present. COVID-19 is an extremely contagious disease that can lead to severe illness and death. Certain individuals over the age of 65 and/or with pre-existing medical conditions are especially vulnerable to severe disease. By choosing to return to campus for in-person instruction and participation in on-campus housing, the student (or the student’s parent/guardian on the student’s behalf, if the student is a minor) acknowledges the inherent risk in doing so and commits to following YHC’s health and safety requirements to help make campus as safe as possible in light of the circumstances.
- II. **Compliance with Laws, Regulations, and Orders.** The student agrees to follow all local, state, and federal laws, regulations, and orders, as well as all public health guidance, policies, requirements, and procedures adopted by the College regarding health, safety, and the prevention of COVID-19 on campus. This includes all requirements of each Phase of Reopening as developed and implemented by the College.
- III. **Risk Mitigation Measures.** The student agrees to implement all risk mitigation measures as required by the College in the current Phase of Reopening, which may include:
 - a. **Wear Face Coverings.** Cloth face coverings must cover the nose and mouth and be worn in all instructional spaces, campus common areas, campus buildings and

facilities, faculty offices, common areas in residential dorms, the recreation center, and dining halls when not eating/drinking.

- b. **Social Distance:** The student must keep at least six feet of space between him/herself and other individuals on campus.
- c. **Practice Healthy Hygiene:** The student should wash his/her hands frequently, use hand sanitizer as needed, and use disinfectant wipes to wipe down any surfaces or areas used in instructional spaces, campus buildings and facilities, and all common areas prior and after use.
- d. **Maintain Up-to-date Vaccinations:** The student shall be up-to-date on all vaccinations.
- e. **Avoid Gatherings:** The student is prohibited from hosting or attending gatherings in YHC residence halls. The student also agrees to refrain from hosting or attending any social gatherings in excess of what is currently allowed by the current executive order of the Governor, or any other state and local guidelines, off campus.
- f. **Limit Unnecessary Personal Travel:** The student agrees to limit all unnecessary personal travel during the academic year.
- g. **Observe Guest Limitations:** The student is prohibited from allowing any outside guests to visit campus or his/her housing space, except for two family members during move-in and move-out. The student is prohibited from allowing more than one (1) fellow student guest in his/her housing space at a time. Parties in on-campus housing are strictly prohibited.
- h. **Follow Posted Instructions:** The student is required to follow all posted instructions at dining facilities, instructional spaces, campus buildings and facilities, the recreation center, residence halls, and any other campus common areas.
- i. **Conduct Daily Self-Wellness Checks:** The student is required to conduct a daily self-wellness check to screen for any COVID-19 symptoms prior to arriving to campus or leaving their assigned housing. These include: Fever (100.4 or more) or chills, cough, shortness of breath or difficulty breathing, fatigue, muscle or body aches, headache, new loss of taste or smell, sore throat, congestion or runny nose, nausea or vomiting, and/or diarrhea. If any of these symptoms are present and are not attributable to another health condition or activity, the student should not report to class or campus and should make a report to the Campus COVID-19 Coordinator for further instructions. The students should refer to the *YHC Student Quarantine & Isolation Protocols* for more information.
- j. **Submit to Temperature Checks and Questionnaires:** The student is required to submit to periodic temperature checks and truthfully answer health questionnaires issued and performed by the College and/or its designated staff. If the student has a temperature, he/she must follow the instructions given at that time per the *YHC Student Quarantine & Isolation Protocols*.

- k. **Submit to COVID-19 Testing:** The student must submit to any COVID-19 testing required by the College to confirm symptoms or clear the student for return to campus.
 - l. **Collaborate with the College on Contact Tracing:** The student shall collaborate with the College with the guidance and direction of local and state health authorities to alert all individuals who may have come into contact with the student if the student is exhibiting COVID-19 symptoms or has a confirmed/presumptive case of COVID-19.
 - m. **Quarantine, Isolate, and/or Relocate:** The student must follow all College instructions and the *YHC Student Quarantine & Isolation Protocols* in the event that quarantine and/or isolation is necessitated by COVID-19 symptoms, exposure, and/or infection. In some instances, the College may change the student's assigned housing space temporarily for quarantine/isolation purposes. Meals and check-ins will be provided to the student in the event of mandatory quarantine and/or isolation on campus.
 - n. **Follow All College Instructions and *YHC Student Quarantine & Isolation Protocols* in Event of COVID-19 Infection:** If the student has a confirmed or presumptive case of COVID-19, the student must follow all College instructions and the *YHC Student Quarantine & Isolation Protocols* before the student will be permitted to resume in-person instruction and end quarantine/isolation requirements.
- IV. **Right to Update.** Due to the evolving nature of the COVID-19 pandemic, the College reserves the right to update and modify its COVID-19 health and safety requirements at any time, as it deems necessary. The student should refer to <https://www.yhc.edu/covid-19-resource-page> for more information.