HOUSING AND RESIDENCE LIFE

UWG Housing License Agreement Terms and Conditions

Fall 2027 and Spring 2028 Terms (Academic Year)

This Housing License Agreement ("Agreement") is entered into by and between the Student ("Student") and the Department of Housing and Residence Life ("HRL"), for and on behalf of the University of West Georgia ("University"), for the Student's use and occupancy of space in on-campus housing ("Housing"). The Student has read, understands, and agrees to the following terms and conditions.

This Agreement obligates the student to reside in University-owned residence halls, suites, apartments, or in The Village for the entire 2027-2028 academic year as defined below. This Agreement does not create a lease or any landlord-tenant relationship. UWG retains legal possession and control of all residential facilities and agrees to provide the Student with housing accommodations subject to the terms and conditions stated herein. Acceptance of this Agreement does not constitute or guarantee admission to the University.

The residents UWG Student email address is the University's official form of communication with the Student and where official notices related to this Agreement will be sent. Students are required to check their UWG Student email address regularly.

I. TERMS & CONDITIONS

1. Non-Discrimination:

a. In keeping with the policies of UWG, this Agreement is accepted and assigned without regard to race, color, religion, national origin, veteran status, gender, gender identity, sex, sexual orientation, and age.

b. HRL does not discriminate against individuals with a disability or particular medical status. Students with documented disabilities must request reasonable accommodations related to Housing through the Office of Accessibility and Testing Services ("ATS") (see Section I., paragraph 7 (Accommodations).

2. Eligibility:

a. All first-time students at UWG are required to live on campus and have a meal plan for two full semesters/1 academic year unless they are eligible and receive approval for a Residency Exemption Request. Athletes have a two year live-on requirement. First-time students at UWG are defined as:

   i. UNDER the age of 21 by the first day of classes
   ii. NOT married
   iii. NOT having a dependent child and NOT the primary custodian of a child (under 18)
   iv. NOT enrolled in an approved undergraduate program that is 100% mandatory online
   v. NOT living with a parent or legal guardian within the approved exempted zip code list
   vi. Has NOT completed 30 credit hours or more POST HIGH SCHOOL graduation (dual credit is not accepted)
   vii. NOT actively serving a military commitment
   viii. Has NOT completed 2 (4 for athletes) semesters living on-campus at UWG or another accredited institution

b. Students who are actively enrolled as a degree-seeking student at UWG or have been accepted to attend UWG by the Office of Admissions are eligible to enter into this Agreement.

c. Prior to term move in, student must be enrolled in classes before receiving and maintaining a Housing assignment and be permitted to move in.
d. Student must remain enrolled in UWG courses during each semester covered by the length of this Agreement. Should Student fail to meet this enrollment requirement, HRL will require the Student to vacate their assigned space within 48 hours of notification to vacate.
e. Students actively enrolled in a semester session 1 term or session 2 term will only be permitted to remain in on-campus for the session in which they are enrolled.
    i. Session 1 only student will need to vacate at the end of session 1.
    ii. Session 2 only student will not be permitted to move in until the start of session 2.
f. A student may no longer be eligible for on-campus housing if they are not in good standing with the university or have been subject to a disciplinary sanction that warrants removal from on-campus housing. Additionally, a student may be required to vacate if they have been suspended or expelled due to violating the UWG Code of Conduct, and/or local, state, or federal laws.
g. Any organization member living in the organization's House in The Village must meet UWG eligibility requirements and be approved by the organization's President. Approval by the organization President must be submitted to HRL.

3. Term of Agreement:

a. The dates covered by this Agreement are for the academic terms or time periods listed at the head of this Agreement. The term of this Agreement may be adjusted with notice to the Student to align with the academic calendar.
b. Occupancy during Winter Break requires completion the Winter Break Stay Form. Card access to assigned community will only be provided with the completion of the required form.

4. Reinstatement of Agreement:

a. If the Student withdraws from UWG and then re-enrolls for the subsequent or future semesters , this Agreement will be reinstated and considered an active contract. Students will be responsible for all prorated Housing charges during the periods of enrollment.

5. Availability for Housing:

a. The acceptance of this Agreement by HRL establishes priority for Housing. It does not guarantee a bedspace, assignment to a particular room type or community, specific request, or admission to a specific program or college of UWG.
b. HRL may initiate a standby process if the availability of Housing becomes limited. The Student must notify HRL of their intent to be added to the standby list. Should space become available, a space in Housing will be extended in the order the Student was added to the standby list and based on eligibility of the available space.
c. To assign all submitted Agreements, HRL reserves the right to utilize designated space for overflow or temporary Housing. These spaces could include Resident Assistant rooms.

6. **Occupancy Period & Status:**

a. The occupancy period is permitted from the start date until the end date of the term of this Agreement.

Academic Year 2027-2028	August 8, 2027- December 10, 2027 January 9, 2028-May 10, 2028
Summer 2028	May 11, 2028 - July 21, 2028

b. Occupancy occurs when a Student is issued the keys to the assigned space or is checked-in via the Student Housing software. If either condition occurs, the assigned space is considered occupied. Occupancy will remain in effect until the term ends or this Agreement is canceled (see Section IV Cancellation Policy) and the check-out procedure is completed.
c. The check-out procedure includes:

a. Removing all personal belongings and vacating the assigned space;
b. Cleaning all areas of the assigned space; and
c. Scheduling and completing a check out time with hall staff.

d. Removing personal belongings, leaving the key in the room, and/or vacating the assigned space without completing the proper check-out process does not cancel this Agreement and will be considered an improper check-out. Student will be financially responsible for any charges prorated or added related to the check-out process not being completed.

7. Accommodations:

a. HRL provides reasonable accommodations for students with a documented qualifying disability. To be considered for a Housing accommodation due to a disability or disabling condition, students must complete the Accommodations Request Application through UWG Accessibility and Testing Services (ATS).
b. Students will be required to submit documentation from a qualified medical professional in the application. This documentation must include the following:
   I. Diagnosis and Functional Limitations
   II. Description of how your disability affects you in Housing spaces (shared bedrooms, bathrooms, etc.)
   III. Requested Accommodations
c. Once a Housing Accommodation Report (HAR) is created by ATS, the HAR will remain valid and on file with Housing and Residence Life (HRL) for the duration of the students' residence on campus.
d. Housing accommodations requests submitted after established deadlines will be processed upon receipt.
e. While Housing cannot guarantee placement in a preferred location or room type after applicable deadlines, the University will engage in an interactive process and provide reasonable accommodations as required by applicable law.

8. Right of Entry:

a. HRL personnel may enter a Student's assigned space without the Students permission, but will provide prior notice when conducting Health and Safety Inspection/Fire Inspections. for inspection or administrative purposes. Reasonable advance notice will generally be provided for scheduled health and safety inspections, fire inspections, and other routine inspections, except when circumstances reasonably require otherwise.
b. HRL personnel may enter an assigned space when the University reasonable believes the space has been abandoned or vacated.
c. HRL personnel, facilities personnel, and other authorized University representatives may enter assigned spaces for legitimate University business, including inspections, maintenance, inventory, occupancy verification, pest control, room preparation, accommodation implementation, space reassignment, and other operational purposes.
d. HRL personnel may enter the Student's space without prior notification in the event of an emergency or upon reasonable belief that a violation of any UWG regulation or policy; or any federal, state, or local law, regulation, or ordinance ~~is in progress~~ has occurred, is occurring, or is about to occur.

9. Room Assignments:

a. HRL does not guarantee an assignment to a specific community, building, room type, room, room occupancy (shared or private), or roommate. There are limited numbers of each type of floor plan and a Student's top preferences may be already assigned before a Student completes this Agreement.
b. Rooms designed as a double occupancy will be assigned as a double occupancy. The occupancy may be modified by HRL if:
   i. Notification is received from ATS of an approved HAR for a single room prior to the accommodation deadlines noted in Section 7 (Accommodations).

ii. There are no available designed single occupancy rooms available for assignment.

c. HRL reserves the right to assign a new resident to a vacancy that may occur in the Student bed space at any time. Whenever possible, a 24-hour notice will be provided via UWG email to the current Student occupying the bed space. A Student has no right to refuse to accept a new roommate.

10. Room Change/Reassignment/Consolidation:

a. Processing room change requests may begin 10 business days after the first day of classes each semester and ends at the discretion or availability of space by HRL.

b. Room change requests must be submitted to HRL via the room change form located in the Housing Portal.

i. If the request is motivated by personal difference or conflict with a roommate, the Student is responsible to make a good faith effort to resolve the difference.

ii. If the Student is unable to resolve the conflict on their own, the student will be contacted to schedule a roommate mediation and/or asked to complete/update a roommate agreement.

iii. Housing will determine if a room change would be approved after the student has gone through the aforementioned processes,

c. Room assignments at any time may be administratively changed, modified, canceled, or terminated by HRL in the interests of order, health, safety, discipline, disaster, or student enrollment status upon notice to the Student, as practicable. HRL reserves the right to temporarily or permanently relocate students for operational needs, emergency situations, health and safety concerns, maintenance, facility renovations, occupancy management, accommodation implementation, or other institutional purposes.

d. HRL reserves the right to consolidate or change the occupancy designation to maximize use of facilities and space.

11. Interim Removal:

a. A Student may be interimly removed from Housing due to alleged violations of Housing or UWG policies, pending an investigation by the University or law enforcement. Interim removal is administrative and not a determination of responsibility.

b. If a Student is interimly removed from Housing, the Student will be required to temporarily remove necessary belongings from their assigned bed space and remain in off-campus housing until the adjudication of the case or the interim removal is lifted.

12. Use of Space:

a. HRL reserves the right to determine the need for and the use of all bed spaces, lounges, and other common or public areas in and around the residential communities. HRL may limit or restrict the use of the common areas or multipurpose spaces. These spaces may also be converted for alternate use when deemed necessary by HRL.

b. Solicitation is not permitted in the residential communities.

13. Meal Plan Requirements:

a. All Students required to live in on-campus housing must select and maintain a mandatory meal plan, unless the Student has received an approved medical exemption through Dine West in accordance with the University's established meal plan exemption process.

b. Students may choose one of the listed mandatory meal plans for Students available online on the UWG Dine West Services website.

c. For the second semester, the Student will be issued the same meal plan they selected for the previous semester unless a change to another level of the mandatory meal plans for on-campus Students is requested in writing to UWG Dine West.

d. The cost of the mandatory meal plan program is not included in the Housing rates. To determine if a Student has a meal plan requirement, the Student will need to contact the Office of Admissions.

14. **Health & Safety:**
    a. The Student acknowledges the inherent risk associated with living in a community environment and the Student's shared obligation to prioritize health and safety for the benefit of the entire community.
    b. The Student acknowledges they have considered their own personal health status and risk factors inherent with community living.
    c. While not required, the University and HRL request that if a student feels a decline in their health, they seek an assessment at UWG Health Services.
    d. The Student agrees to disclose to UWG Health Services immediately upon notification of a transmissible disease test status (i.e., COVID-19, meningitis, tuberculosis, etc.) or report having contact about high-risk exposure and instruction to isolate.
    e. The Student agrees to comply with UWG's instructions regarding isolation. Isolation may require removal from the assigned bed space, building, or campus. The University is not obligated to provide alternative or replacement housing in connection with isolation requirements, public health measures, emergency evacuations, facility closures, or other health and safety events. Isolation does not constitute cancellation of this Agreement.
    f. Students are required to comply with all health and safety laws, orders, ordinances, policies, regulations, and guidance adopted by UWG or HRL as it relates to transmissible diseases. This guidance may evolve as circumstances warrant.
    g. HRL may require the Student to leave Housing in the event the Student's continued presence poses a health or safety risk to the Housing community.
    h. UWG is subject to extreme weather events or other emergencies. UWG retains the right to close Housing due to causes beyond its control, including but not limited to, weather emergencies. In the event a residence hall is evacuated and closed because of extreme weather or other emergency, the Student may need to shelter elsewhere on campus or off campus and may be displaced for an extended period of time. The Student will not be permitted to re-enter Housing until the extreme weather or other emergency has passed and the facilities are deemed safe to open. If a student refuses to leave their room or residence hall when a residence hall is evacuated or closed, that student may be criminally liable for trespass. The re-opening of residence halls may or may not coincide with the re-opening of campus. Additionally, HRL retains the right to use Housing for emergency shelter purposes.

15. **Official Communication:**
    a. All official communication is sent to the Student's UWG email account.
    b. The Student is responsible for monitoring all communication received from UWG and HRL sent to the Student's UWG email account.

16. **Limitation of Liability:**
    a. UWG shall not be responsible for loss, theft, damage, or destruction of personal property resulting from the actions of other residents, guests, third parties, or unknown persons.
    b. HRL is not liable for damage or loss of personal property due to unforeseen maintenance or mechanical problems related to weather, failure, or interruption of utilities such as heating, air conditioning, water, electricity, internet, etc., or unforeseen accidents, illnesses, or injuries.
    c. Students are strongly encouraged to secure their own personal property loss and health insurance.
    d. Student will indemnify and hold harmless UWG and UWG's officers, employees, and agents from and against any claim, including court costs and attorney's fees, that arise out of this Agreement and are attributable to the acts or omissions of Student or Student's guests or invitees.

17. **Departmental Reservation:**

a. HRL reserves the right to create or modify operational procedures. HRL agrees to make reasonable efforts to inform Students of any operational changes or pertinent policy information.
b. HRL may cancel this Agreement in the interest of order, discipline, health, safety, or educational delivery.

II. CONDITIONS AND RESPONSIBILITIES OF RESIDENTS

1. Occupancy Requirements:

a. Students are responsible for knowing and following UWG regulations, policies, and procedures outlined in publications including, but not limited to, the Student Code of Conduct and Housing Rules & Regulations.
b. A space is only to be occupied by the Student(s) to whom the space is assigned and the space may not be sublet to another person or occupied by another person.
c. Residential communities and bed spaces are not permitted or intended to be used for any commercial or business activity.
d. A Student shall not be permitted to transfer or move to another space, even within a suite or apartment, without approval and direction from HRL. Making this switch without going through the proper room change process can impact the room rate or billing process, and may lead to disciplinary action.
e. Students are not permitted to “switch keys” with another Student in an effort to bypass the outlined room change process.
f. Students are not permitted to give their key for use to another person. Access to an assigned space will only be granted by Housing staff to the student currently assigned to that space.

2. Resident Rights:

a. In support of the mission of HRL, the intended use of Housing is for the Students to sleep, study, and foster their academic success. Students may not cause interference or supersede another Student's rights, comfort, and safety while they are in their assigned space.
b. Disregard for the rights, responsibility, and duties of others, as well as the creation of circumstances which could jeopardize life, limb, or property, are conditions that are not acceptable in Housing and may be cause for administrative termination of this Agreement.

3. Condition of Space:

a. Students are responsible for maintaining the assigned space and furnishings in a clean and sanitary manner that is free from damages.
b. HRL performs routine, periodic, and preventative maintenance and custodial services within residential communities. HRL provides no custodial services in Student rooms, suites, or apartments until they are vacated.
c. Health and safety inspections are conducted several times each semester and conduct and financial charges may be assessed to Students for damage to, unauthorized use of, or alterations to, bed space, suite, or apartment, furnishings, appliances, equipment, or locks, and for special cleaning necessitated by improper care of assigned bed space, suite, or apartment.
d. All Housing facilities are located on the main campus of UWG in Carrollton, Georgia, which has a climate conducive to the growth of mold and mildew. Because of these environmental factors, Students must set their thermostats on lower settings (between 72-78 degrees) during the summer and notify HRL if they observe mold or mildew.

4. Damages & Cleaning:

a. Students are responsible for any damage to an assigned bed space, suite, or apartment, furnishings, appliances, equipment, or locks that occur during the Students occupancy of the assigned space. Students may add unreported damages through the work order system within 10 days of moving into an assigned space.
b. Damages will be noted in the Housing portal within two weeks of the Student vacating and the Student will be billed by HRL for the damage. If the damage is located in a common area within the space, the total amount of the damage charge will be split between all Students assigned to the space unless UWG is provided with clear and convincing evidence that one or more of the Students assigned to the common area was not responsible for the damage. When UWG is presented with such clear and convincing evidence, any Student so shown not to be responsible will not be charged for the damage.
c. A charge for excessive cleaning may be applied or split between all assigned residents of the space if additional cleaning above standard cleaning is required by HRL.
d. Belongings or personal items left behind by a Student after vacating the assigned bed space, suite, or apartment will be considered abandoned property. Students will be charged for items to be removed, boxed, and stored from the vacated space. Items will only be stored for 30 calendar days and will be donated or discarded after 30 days.
e. The University may attempt to notify the student using the student's UWG email address before donation or disposal; however, failure to provide notice shall not create liability if the student failed to properly remove property.

5. Guest Access:

a. Guest access may be prohibited or restricted within a bed space, suite, or apartment, building, and campus. A Student is prohibited from inviting or hosting any person in their bed space, suite, apartment, or building who has been banned from the UWG campus.
b. Guests must be always escorted by the hosting Student, and Students are not permitted to give their room key(s) or Wolf ID card to a guest for access to the residential community. Guests may not be present in any residence hall room, suite, apartment, or building without the hosting Student being present.
c. Students are responsible for the actions of and any damage caused by their guests and may be held responsible for their guests' violation(s) of Housing Rules & Regulations, the Student Code of Conduct, or federal, state, and local laws.
d. A guest may not reside in Housing for more than three consecutive days within a 30-day period or nine days total per semester, whichever total is less. This also applies to residents who are contracted and assigned to another space in Housing.

6. Prohibited Items:

a. Students may not possess within Housing any items listed in the Housing Rules & Regulations as prohibited items.
b. Items observed in plain view during any authorized entry that may constitute evidence of a violation of University policy or applicable law may be documented, confiscated where authorized, and referred for appropriate action.
c. Possession of some pets are only permitted with submitted and approved applications for Pet Friendly Housing. Emotional Support Animals (ESAs) must go through both the Housing Accommodation process with Accessibility and Testing Services (ATS) and Housing and Residence Life (HRL). Please reference https://uwg.policystat.com/policy/14989110/latest.

III. RATES AND PAYMENTS

1. Rates:

a. Rates are approved by the University System of Georgia (UWG) and are listed online on the HRL website. Rates are subject to change by the USG and are based on a per person, per semester charge for the assigned bed space.

b. This Agreement is separate from, and not contingent upon, financial aid or scholarship award notification. Students shall be responsible for the Housing charges associated with their assigned space. Students receiving financial aid will have any outstanding Housing charges deducted from their aid prior to receiving a reimbursement regardless of their payment option.

2. Application Fee:

a. All returning/continuing residential Students must pay a $50.00 application fee for each submitted Agreement.
b. All first-time submissions of an Agreement are subject to a $150.00 application fee.
c. An Agreement will not be processed as complete until the application fee has been received.

3. Payment Schedule & Obligation:

a. Each semester's balance is due on or before any University published or communicated deadlines.
b. The room rate the Student will be obligated to pay will depend on the bed space assigned to the Student.
c. Any unpaid balance, cancellation fee, or other charges accrued under this Agreement may be applied to the Student's account and may result in a hold being placed on the Student's record and academic transcripts.
d. All Housing charges will appear on the Student's account and will not be billed separately to the Student.

4. Method of Payment:

a. Online through the Student Account Portal
    i. Log in to the UWG student portal (Banweb/Student Account portal).
    ii. Pay using an electronic check (ACH) from a U.S. bank account or a major credit/debit card (card payments may be subject to a convenience fee).
b. Payment Plan
    i. If available for the semester, students may enroll in a university payment plan that allows tuition, mandatory fees, and housing charges to be paid in installments rather than in one lump sum.
c. Financial Aid
    i. Accepted financial aid (grants, scholarships, loans, etc.) is applied to the student's account. If aid exceeds tuition and fees, the remaining eligible funds can be applied toward housing charges.
d. Mail or In-Person Payment
    i. Students may typically pay by check, cashier's check, or money order through the Office of Student Accounts. In-person payment options may also include cash where accepted by the university.
e. Third-Party Payments
    i. Parents, guardians, or sponsors can often make payments through the student account payment portal if the student grants them authorized access or provides the necessary payment link.

IV. CANCELLATION POLICY

This Housing Agreement is a legally binding agreement for the full Academic Year. Students remain financially responsible for all obligations under this Agreement unless HRL approves a cancellation in accordance with this policy.

1. **Request for Cancellation:**
    a. A request to cancel this Housing Agreement does not automatically release the Student from this Agreement.
    b. To request cancellation, the Student must submit a Housing Cancellation Request Form through the Department of Housing and Residence Life (HRL). All requests must be submitted in writing and include any required supporting documentation.
    c. HRL will review each request in accordance with the Criteria for Cancellation outlined below. Cancellation requests that meet the applicable criteria and are supported by sufficient documentation may be approved. Requests that do not meet the published criteria or lack sufficient documentation will be denied.

2. **Appeal Process:**
    a. A Student whose cancellation request is denied may submit a written appeal to the Housing Appeals Committee.
    b. Appeals are reviewed based solely on the written appeal and supporting documentation. Verbal appeals will not be accepted.
    c. The Housing Appeals Committee may request additional documentation if necessary. The Committee's decision is final unless the Student submits a new appeal based on a material change in circumstances supported by new third-party documentation.
3. **Criteria for Cancellation:**
    a. The following circumstances may qualify a Student for cancellation of this Agreement. Supporting documentation is required for all requests.

        Cancellation with a prorated housing charge for occupied space (if applicable) and the applicable cancellation fee:
            i. Non-enrollment at the University of West Georgia (including enrollment exclusively in online courses)
            ii. Withdrawal from the University
            iii. Marriage
            iv. Participation in a required internship, practicum, student teaching, clinical placement, or study abroad program located outside the approved commuting area
            v. Cancellation initiated by Housing and Residence Life

        Cancellation with a prorated housing charge for occupied space (if applicable) and no cancellation fee:
            vi. Activation for military duty or required military training
            vii. Medical withdrawal from the University
            viii. Administrative removal from Housing through the student conduct process
            ix. Other documented extenuating and unforeseen circumstances as determined by HRL

        Cancellation effective at the conclusion of the current academic term with no cancellation fee:

x. Confirmed graduation
xi. One-term international student status
xii. Participation in a University-approved study abroad or exchange program
xiii. Academic suspension

4. Cancellation Fee Information by Agreement Term:

a. Cancellation requests received and approved for the Fall and Spring Agreement Term:

Timeframe/Dates	Required to Meet Criteria	Cancellation Penalty Fee	Application Fee	Social Fee
On or before February 28	No	None	Non-Refundable	Not Charged
March 1-May 31	No	$250	Non-Refundable	Refundable
June 1-June 30	Yes	$500	Non-Refundable	Refundable
July 1 to 1st day of Class	Yes	$1,500	Non-Refundable	Refundable
After 1st day of Class to October 31	Yes	100% Fall, 50% Spring	Non-Refundable	Non-Refundable
November 1- End of Lease Agreement Term	Yes	Remainder of Balance	Non-Refundable	Non-Refundable

V. GENERAL PROVISIONS

1. Entire Agreement:

a. This Agreement is the complete, entire, final, and exclusive statement of the terms and conditions of the Agreement between the parties as of the Student's execution of this Agreement. This Agreement may not be amended or modified, except by written notice from HRL.
b. This Agreement supersedes, and the terms of it govern, any prior agreements, whether written or oral, between the parties with respect to the subject matter hereof.

2. UWG Interpretation Controls:

UWG shall make the final interpretation of, or determination under, all provisions of this Agreement, as well as any related UWG policies.

3. Headings:

Section headings used in this Agreement are for convenience only and are not to be construed as part of the Agreement.

4. Public Records:

This Agreement is subject to Georgia's Open Records Act (O.C.G.A. §§ 50-18-70 et seq.).

5. Breach of Agreement:

Violation of any term, covenant or condition of this Agreement shall be considered a breach of this Agreement. In the event of such a breach, the Student shall be notified in writing by HRL. Remedies for breach include, but are not limited to: denial of Housing services, disciplinary action, reassignment to another space, the imposition of reasonable restrictions on Student that would ensure Student is qualified for communal living, or termination of this Agreement. The decision of HRL will be final.

6. Governing Law; Venue:

a. This Agreement and all transactions governed by it shall be governed by, and construed and enforced in accordance with, the laws of the State of Georgia without regard to principles of conflicts of laws.
b. In the event of any legal or equitable action arising under this Agreement, the parties agree that the jurisdiction and venue of such action shall lie exclusively within the courts of the State of Georgia located in Carroll County, Georgia, and the parties specifically waive any other jurisdiction and venue.

7. **Force Majeure:**
   a. In the event UWG or HRL closes the Student's residential community due to causes beyond UWG's reasonable control, including but not limited to epidemics, pandemics, war, embargoes, fire, earthquakes, acts of God, actions or inactions of governmental or UWG authorities, forced closure of facilities, hurricanes, and other serious weather events, such action shall not be considered a default, delay, or failure to perform by UWG and HRL.
   b. The University reserves sole discretion to determine whether any housing credit, refund, alternative accommodation, or other adjustment is appropriate under the circumstances.

8. **Sovereign Immunity:**
   Nothing contained in this Agreement shall be construed or interpreted as: (a) denying either party any remedy or defense available under the laws of the State of Georgia; (b) constituting the consent of the University of West Georgia, the Board of Regents of the University System of Georgia, the State of Georgia, or any of their departments, agencies, officers, employees, or agents to be sued; or (c) waiving, limiting, or modifying any sovereign, governmental, official, qualified, or other immunity available to the University of West Georgia, the Board of Regents of the University System of Georgia, the State of Georgia, or their departments, agencies, officers, employees, or agents. Any waiver of sovereign immunity must be expressly provided by the Constitution and laws of the State of Georgia, and no provision of this Agreement shall be construed as such a waiver.

9. **Assignment**
   This Student may not assign this Agreement to another party without the express written consent of UWG, which consent may be withheld in UWG's sole and absolute discretion.

10. **Severability:**
    Whenever possible, each part of this Agreement shall be interpreted in such a manner as to be valid under the applicable law. However, if it shall be found that any part of it is illegal and unenforceable, such part or parts shall be of no force and effect to the extent of such illegality or unenforceability, without invalidating the legal and enforceable remainder of such part or parts or any other part of this Agreement.

11. **Waiver:**
    Any failure by either party hereto to exercise any of its rights hereunder shall not be construed as a waiver of such rights, nor shall any such failure preclude exercise of such rights at a later time.

12. **Electronic Signature; Counterparts:**
    This Agreement may be executed by electronic signature in accordance with Georgia law, and in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

By submitting and electronically signing this Agreement, the Student and parent/legal guardian (if Student is under 18 years of age) are hereby obligated for a space in Housing for the semester terms stated in this Agreement. It is the responsibility of the Student to review their Housing needs and financial resources before signing this Agreement.

The Student understands this is a legal and binding document. The Student certifies they have read, understand, and agree to abide by the terms and conditions set forth in this Agreement.

VI. DEPARTMENTAL CONTACT INFORMATION

UWG Housing and Residence Life
Mail to: 1601 Maple Street
Carrollton, GA 30118

Website: westga.edu/housing
E-mail: housing@westga.edu
Phone: (678) 839-6426