

MIDDLE TENNESSEE STATE UNIVERSITY GREEK ROW BILLING AGREEMENT 2011-2012

Middle Tennessee State University desires to provide affordable housing for its Greek community, and, for this reason, has entered into Lease Agreements with the respective housing corporations to house students in Greek Row fraternity houses. As a service to the housing corporation (Lessee), the MTSU Business Office will include rent, common area maintenance (CAM) fees (and when applicable laundry fees) payable to the Lessee on individual student's university bill. Billing will be based on this agreement basis for the full academic year. The student and parent, guardian, or other guarantor must carefully read the contents of this Greek Row Billing Agreement. This document is a legally binding agreement between the student and the university. This document is supplemental to any agreement between the student and the respective Lessee (fraternity) in whose chapter house the student plans to reside and does not serve as the lease or license agreement between the student and the Lessee. The terms and conditions of the aforementioned Lease Agreement will control should any conflict arise between it and this agreement. The provisions of the MTSU Board of Regent Policy 3:03:01:00 (*Student Residence Regulations and Agreements*) and all institutional rules as set forth in the current MTSU Student Rights & Responsibilities publication are incorporated by reference into this agreement.

Breach of this contract or violation of any MTSU/TBR rule, regulation, or policy referred to herein may result in disciplinary action or eviction upon reasonable notice except where the University determines that continued residence by student would pose a danger to the safety of the campus or property of the University, in which case the resident may be evicted immediately.

TERMS AND CONDITIONS

1. **PERIOD OF AGREEMENT:** This agreement, unless otherwise stated, is for the full academic year consisting of the Fall and Spring Semesters, or as much of the indicated period remaining in the academic year when student is assigned. Move-in and Move-out dates are determined by the Lessee in whose chapter house the student plans to reside.
2. **BILLING:** Charges for Greek Row Housing will appear on student accounts in July (for Fall payment) and December (for Spring payment) of the academic year in which the student plans to live in fraternity house. The amount of these charges is to be determined by the house corporation in whose chapter house the student plans to reside. The annual rent will be determined by the Lessee prior to the academic year and will be divided into two payments, with one payment due at the beginning of the Fall semester and the second due at the beginning of the Spring semesters. Deferred payment plans are available through the MTSU Bursar's Office.
3. **PROCEDURE FOR CANCELLATION OF CONTRACT:**

A. By the resident student:

- (1) If student completes and submits this billing agreement, and then fails to move in to the assigned space by the date specified by the house corporation, the student will be considered a "no-show" and will, if still enrolled in the University, be charged the full amount as set forth in this agreement.
- (2) If student moves into fraternity house and vacates the house prior to fulfillment of this agreement, or is paying CAM fees and removes himself from the chapter, and is still enrolled in the University, student will be charged the full amount as set forth in this agreement.
- (3) If student officially withdraws from University during or prior to the academic year, the University may cancel the billing agreement and the student may be charged the amount set forth in this agreement. If student re-enrolls during the original term of this agreement, the agreement will be reinstated and appropriate charges will be assessed to student's account.
- (4) If student leaves the university at the end of a semester after having completed the requirements for graduation, the agreement will be cancelled.
- (5) If a student plans to be married during the academic year and notifies the University with a letter of intent attached to this document, and such marriage takes place, the contract will be deemed cancelled for the remaining **complete semesters** of the academic year.

B. By the University

- (1) If removal of the student occurs as a result of University disciplinary action, the same procedures will be followed as in Section 3, A. (3) above.
- (2) Upon request of the fraternity house corporation president and chapter president, the university may cancel this agreement. In such case, full room rent and CAM fees will be charged for the semester in which cancellation occurs. The house corporation president reserves the right to alter the terms of cancellation of this agreement with regard to student billing, taking into account the benefit of the student, and subject to approval of the University.

C. By the Lessee (House Corporation)

- (1) If removal of the student(s) occurs as a result of chapter or Lessee disciplinary action, suspension or expulsion as a result of a membership review or judicial process within the chapter or Lessee, the same procedures will be followed as in Section 3, A. (3) above.

4. GENERAL PROCEDURES AND POLICIES

- A. The University reserves the right of entry into student rooms, upon 24 hours notice given by University to the student, for the purposes of inspection, maintenance or repairs. The University also reserves the right of entry without notice in the case of emergency or to enforce any MTSU/TBR rule, regulation, or policy.
- B. The University does not assume any legal obligation to pay for the loss or damage to items of personal property of the student which occurs on its buildings or on its grounds prior to, during, or subsequent to the period of this agreement.

5. DAMAGES

- A. In the event that culpability for damage to public areas/furnishings cannot be attributed to and charged to specific individuals, all undergraduate members of fraternity (residing in and outside house) will share the cost of replacement and repair with such charges being placed on students' university accounts.
- B. Damages to sleeping rooms and its furnishings will be charged to the residents assigned to said sleeping rooms.

COMPLETE EACH FIELD BELOW – PLEASE PRINT LEGIBLY

Name: _____ Student M # _____ Fraternity Name _____
 Last First MI

This is a billing agreement between the student noted above and Middle Tennessee State University for housing on Greek Row for the period of:

____ Fall 2011 Rent	Amount to be charged: _____	____ Spring 2012 Rent	Amount to be charged: _____
____ Fall 2011 CAM Fees	Amount to be charged: _____	____ Spring 2012 CAM Fees	Amount to be charged: _____
____ Fall 2011 Laundry Fees	Amount to be charged: _____	____ Spring 2012 Laundry Fees	Amount to be charged: _____

Room Number Assigned in House: _____

I have read and agree to this housing agreement and to the foregoing Terms and Conditions, and I agree to abide by all University and Fraternity regulations. I also understand that this agreement is null and void if not attached to an executed housing contract between myself and the Lessee in whose house I plan to reside. **I UNDERSTAND THAT I AM SIGNING A LEGALLY BINDING AGREEMENT THROUGH WHICH MY FRATERNITY HOUSE RENT AND CAM FEES (AND IF APPLICABLE OTHER CHARGES) WILL APPEAR ON MY MTSU BILLING STATEMENT, AND THAT FAILURE TO MEET MY FINANCIAL OBLIGATIONS COULD RESULT IN HOLDS BEING PLACED ON MY REGISTRATION, GRADUATION AND/OR OFFICIAL TRANSCRIPT.**

Student Signature: _____

Date: _____

House Corporation President Signature: _____

Date: _____

The original copy must be signed and returned to the Office of Greek Affairs, 326S Keathley University Center, MTSU Box 197, Murfreesboro, TN 37132