

Housing License Agreement

THIS AGREEMENT between Middle Tennessee State University (referred to as 'University') and a student of the 'University' (referred to as 'Student') is effective on the date indicated in the current rate schedule. If 'Student' is married to a 'Student,' 'Student' also refers to the 'Student' spouse. For purposes of adherence to rules and regulations governing the conduct of occupants, 'Student' also indicates a non-student spouse and any dependent(s) determined to be eligible to reside on 'Premises.' If 'Student' is under 18 years of age, 'Student' also refers to the identified party's parent(s) or legal guardian(s), who assume(s) the obligations imposed by the conditions and covenants contained in this agreement.

WITNESS

- I. 'University' agrees to provide 'Student' and/or 'Student' with spouse and/or dependent(s), with on-campus accommodation (referred to as 'Premises') consistent with the conditions and covenants contained in this agreement and based on space availability.
- II. 'Student' agrees to pay to 'University' the current rate (contact Housing and Residential Life) for permission to reside on 'Premises' for the academic year (fall and spring terms). One-half of the total payments due must be paid during the fee payment period at the beginning of each term. Rates are subject to annual approval and increase by the Tennessee Board of Regents.
- III. The term of this agreement will begin on the official day of check-in for the specified fall term except where the 'Student' has requested and received permission for early check-in. 'Students' checking in early will have their license agreement activated at the time of their early check-in. 'Students' checking in prior to the official check in date do so under the terms of the license agreement and associated policies. This license agreement will remain in effect until the day 'Students' last spring term examination or spring graduation date if 'Student' is among those scheduled, in advance, to graduate and not return under another student status to the 'University.' The months of May (period following spring term graduation), June, July, and August (prior to the new fall term—should the new fall term begin in August) are not included in the term. Summer Supplemental Term License Agreements, at additional costs, are required for occupancy during the time designated as summer terms for available accommodation types. Periods between academic terms will experience non-traditional staffing for all 'Premises.'
- IV. The provisions of Tennessee Board of Regent policy 3:03:01:00 (*Student Residence Regulations and Agreements*) and institutional rules contained in the MTSU Student Handbook are incorporated by reference into this agreement.
- V. The following covenants are incorporated into this agreement:

1. **Conditions of the License Agreement.** 'Student' must be officially admitted and enrolled "full-time" at 'University' to live on-campus and must check out of campus accommodation within 24 hours if he/she withdraws from or fails to be admitted to 'University.' "Part-time" 'Students' may be permitted to live on 'Premises' at the discretion of director of Housing and Residential Life or his designee. 'Students' who drop below "full-time" during the academic year should not assume they will be released from obligations of the license agreement. 'Student' agrees to comply with terms and conditions contained in license agreement, all 'University' rules regulating the conduct of 'Student', and any policies or regulations which may be adopted and/or published by 'University' during the term of the license agreement. Modifications to the license agreement are valid only if confirmed in writing and approved by director of Housing and Residential Life or designee.
2. **Term of Occupancy.** This agreement is effective for a complete academic year (fall and spring terms) or as much of the indicated period remaining in the academic year when 'Student' is assigned. The effective dates for the academic year are determined by the official 'University' calendar as published in the *MTSU Catalog*.
 - A. **Fall and Spring Terms:** 'Student' agrees to reside on 'Premises' for both fall and spring terms, provided 'Student' enrolls in 'University' for both terms. Fall housing fees are due and must be paid during the fee payment period at the beginning of fall term. Spring housing fees are due and must be paid during the fee payment period at the beginning of spring term. Fall and Spring housing fees will not be canceled unless 'Student' is eligible for early release from the agreement only as provided in subsection (15) of this agreement.
 - B. **Spring Term Only:** 'Student' who enrolls for spring term only, or who initially applies for accommodations for spring term, agrees to reside on 'Premises' throughout spring term. Spring term housing fees are due and must be paid during the fee payment period at the beginning of the spring term. Spring housing fees will not be canceled unless 'Student' is eligible for early release from agreement only as provided in subsection (15) of this agreement.
 - C. **Summer Supplemental Terms Only:** Summer Supplemental Term License Agreements are available at additional costs with restrictions. (See Summer Supplemental Term License Agreement for specifics.)
 - D. **Other Circumstances:** Agreements entered into at any time after the beginning of fall term will continue in effect until the close of the effective dates under the same conditions as expressed in (A) and (B) above.
3. **Application Process and Fees.** 'Student' must make application for permission to reside on campus by returning a completed application signed by 'Student,' 'Student' and/or parent or guardian, or 'Student' and 'Student's' spouse indicating acceptance of terms in the license agreement. At the time of application, 'Student' must also submit a prepayment [see Housing Rates for Fall/Spring or Spring Only amounts; subject to change each year or call Housing and Residential Life, at 615-898-2971 or by e-mail at www.mtsu.edu/housing for additional information]. This prepayment is refundable prior to first check-in date according to the following schedule. All cancellations must be submitted in writing to Housing and Residential Life, MTSU Box 6, Murfreesboro, TN 37132 or by fax to 615-898-5459 or by e-mail at www.mtsu.edu/housing.

A. Academic Year (Fall and Spring) Applications

<i>Cancellation postmark on or prior to</i>	<i>Prepayment Refund</i>
May 1	\$150.00
June 1	\$100.00
July 1	\$50.00
After July 1 (but prior to first check-in date)	\$0

B. Spring Term Only Applications

<i>Cancellation postmark on or prior to</i>	<i>Prepayment Refund</i>
October 15	\$50.00
After Oct. 15 (but prior to first check-in date)	\$0

4. Mandatory Board Plan for Freshmen. Single 'Students' not assigned as a family unit and classified as freshmen agree to purchase an approved "required" board plan option. Contact MT Dining, 615-898-2675, for details.

A. Special Dietary Needs. 'Students' participating in the mandatory board plan who have medical conditions requiring special dietary considerations must provide appropriate medical documentation to the Food Services Office (Room 204, Keathley University Center 615/898-2675). Refunds or reduced rates based on dietary needs are not available and are not considered as cause for release from the license agreement.

B. Withdrawal from University. If 'Student' officially withdraws from 'University,' any refund of a portion of the mandatory board plan will be based on refund deadlines as published in official 'University' publications, provided 'Student' has followed housing checkout procedures.

5. 'Premise' Assignments. 'University' reserves the right to make all Premise assignments and to make any changes or transfers at 'University's' discretion. 'Student' also understands and agrees that:

A. 'University' is prohibited from making assignments based on age, race, religion, or national origin.

B. 'University' does not guarantee assignment to a particular building, type of accommodation, or (where applicable) specific roommate(s).

C. Assignments will be made by date of receipt of the completed application and prepayment and by space availability.

D. 'Student' may not change accommodation without written authorization from 'University.' Requests for changes must be made to 'University' during designated periods and must be on file with Central Office, Keathley University Center, Room 300. 'Student' requests for changes made while in residence and not honored within 30 days of written request will become voided. University does not process requests for change during posted periods.

E. 'Premises' may not be sublet, and only persons assigned by 'University' may reside on 'Premises.'

F. 'Students' shall use and occupy 'Premises' to which they have been assigned exclusively as a residence for themselves.

G. 'Student' and/or 'Student' with dependents residing on campus must notify Housing and Residential Life in writing of any changes in the family unit (e.g., divorce, marriage, change of custody, adoptions, births) during the period of occupancy. Changes in family unit are subject to review and 'Student' may be required to provide appropriate documentation at discretion of executive director of Housing and Residential Life or designee. Change in family unit may not qualify as a condition for release from the license agreement; however, it may qualify 'Student' for assignment change provided 'Premises' are available.

H. A two-bedroom apartment will be assigned to a family unit that has no more than five members and a one-bedroom unit to not more than three persons.

I. All on-campus accommodations are smoke free.

J. 'Student' agrees to accept accommodation assigned.

6. Furnishings.

A. Residence halls, Scarlett Commons, and Womack Lane 'Premises' for single 'Students' without dependents will be furnished. Other furniture will be permitted in assigned living space provided furniture meets restriction guidelines. Furnishings cannot be removed from assignment location.

B. Womack Lane 'Premises' for 'Students' with spouse and/or dependents will be available unfurnished or semi-furnished.

1. Semi-furnished 'Premises' are limited, restricted to a specific location, and have a differential rate. Typical furnishings include stove, refrigerator, one air conditioner, armless chairs, end table, two twin beds, one chest of drawers, and kitchen table with chairs.

2. Unfurnished Premises are restricted to a specific location and have a differential rate. Premises come with stove, refrigerator, and one air conditioner.

C. Deep freezers, dishwashers, pianos, water-filled furniture, and other heavy furniture or appliances are not permitted in any residence.

7. Utilities. All utilities are provided at all assignment locations. Utilities are defined as water, electricity, local telephone service, Internet access, and local cable.

8. Telephone Access/Use. University will provide one telephone jack in each accommodation, but will not furnish telephone instruments. Only one telephone device may be attached to this jack. 'Student' is responsible for obtaining access to long distance calling service through agreement with a commercial carrier. 'University' assumes no liability for long distance charges assessed to 'Student.'

A. Voice mail is available to all 'Students' residing on campus, subject to payment of the appropriate fee. Contact Telecommunications at 615-898-2206.

B. Scarlett Commons is equipped with private data and phone lines in each sleeping area. Private phone lines must be activated, at additional cost, by 'Student.' Contact Telecommunications at 615-898-2206. University-activated phone lines in the public living area will be the official lines for the assigned accommodation.

9. Right of Entry. 'Student' agrees to permit 'University' to inspect 'Premises' for purposes of inventory, fire protection, sanitation, safety, maintenance, and enforcement of 'University' rules in accordance with the search and entry procedures of 'University' as they now exist or may be hereafter amended during the term of this agreement.

10. Responsibility for Personal Property. 'University' assumes no responsibility for theft, destruction, or loss of money, valuables, or other property belonging to, or in custody of, 'Student' for any cause whatsoever, whether such losses occur in living spaces, storage rooms, public areas, elsewhere in the accommodation, or in baggage related to shipment or storage. 'Student' is encouraged to carry personal property insurance.

11. Post Office. All residents will be assigned an on-campus post office box at no additional cost. 'Student' should check campus post office boxes regularly since most Housing correspondence to 'Student' is sent through campus mail or by e-mail. 'Student' is responsible for appropriately responding to instructions delivered through campus mail or by e-mail.

12. Security Precautions. 'Student' is responsible for taking or refraining from the following actions in the interests of safety and security of building residents:

A. Fire Safety. 'Student' will not tamper with fire alarms, extinguishers, hoses, or exit signs. 'Student' will evacuate 'Premises' immediately upon sounding of an alarm or as otherwise directed by housing staff. 'Student' will not store or lock anything on or immediately adjacent to (within two feet of) electrical meters or conduit to/from these meters.

- B. Visitors.** 'Student' agrees to the following conditions with regard to guests or visitors:
1. 'Student' will advise visitors or guests to enter only by main entrance to building where entrance is central location.
 2. Overnight guests of the same gender are permitted but must register with area staff. Any visit by a guest which extends for two or more nights must be approved in advance and in writing by the executive director of Housing and Residential Life or designee.
 3. 'Student' must be present during his/her guest's visit and will be held responsible for the guest's conduct.
 4. Guests of the opposite gender are permitted to visit only during hours designated for such visitation and must adhere to all 'University' rules and policies regulating visitation.
 5. 'Student' is responsible for insuring that security doors are locked when utilized to exit the building.
- C. Keys.** Accommodation keys are the property of 'University,' and 'Student' is not permitted to have duplicate keys made. 'Students' with spouse and/or dependents will be issued a key for themselves and spouse. Keys will not be issued for dependents. If a key is lost, the following guidelines for replacement are applicable:
1. A lost key will require a change of lock and core replacement with appropriate charges assessed to 'Student's' account.
 2. 'Student' not returning keys to 'University' at the conclusion of each term may also be assessed rental charges in association with lock and core replacement.
 3. 'Student' is not permitted to share with or loan key(s) to another 'Student' or individual.
- D. Soliciting.** No solicitation is permitted on 'University' property. 'Student' is required to notify Housing and Residential Life at 898-2971 of violations.
- 13. General Regulations Pertaining to Community Welfare.** The following general regulations should be observed:
- A. Children.** Parents, legal guardians, and baby sitters are responsible for providing appropriate supervision for children in their care. 'Students' are responsible for conduct of children while in 'Premises' and on campus grounds.
- B. Inspections.** Safety inspections will be conducted monthly in all 'Premises' according to an announced schedule. Maintenance inspections will be conducted periodically with advance notice. All inspections will be conducted by 'University' personnel during reasonable hours. 'Premises' must be cleaned regularly and maintained by 'Student' so as not to attract pests or cause any other health or safety hazard.
- C. Automobiles and motorcycles.** 'Students' must comply with all parking and traffic regulations.
- D. Business.** 'Students' shall not pursue any business on 'Premises.'
- E. Construction.** No outdoor/indoor construction of any type is allowed without prior consent of the 'University.'
- F. Disease.** 'Student' will report immediately to the 'University' any infectious or contagious disease occurring within the accommodation.
- G. Disturbances.** 'Student' will not conduct or permit loud activities or in any manner create disturbances which cause annoyance or discomfort to other residents. 'Student' will not permit 'Premises' to be used for illegal purposes.
- H. Storage.** Storage of all household or personal property outside of dwelling units shall be in such a manner as prescribed by the 'University.' Breezeways are to be kept clear and not used for storage.
- 14. Prohibited Items.** 'Student' agrees that the following are not allowed on 'Premises':
- A. Pets.** No pets are permitted on 'Premises,' except that 'Student' may keep fish in aquariums of ten gallons or less. 'Student' must make appropriate arrangements for care and feeding of fish during periods of absence from 'Premises.' 'University' will not assume responsibility for feeding fish or otherwise maintaining aquarium.
- B. Cooking Appliances.** 'Premises' restrict large/heavy appliances except those provided by 'University.' Residence halls allow only approved microwave ovens (no more than 750 watts of power plugged into a multi-outlet power strip with circuit breaker), refrigerators (weighing less than 50 pounds, less than 2.5 cubic feet in size, and having an amperage draw of 2.5), popcorn makers, and electric coffee makers on 'Premises.'
- C. Water-Filled Furniture.** No water beds or other items of water-filled furniture are permitted on 'Premises.'
- D. Fireworks.** The possession or use of fireworks or other incendiary devices is not permitted on 'Premises.'
- E. Weapons.** The possession or use of any weapons, including firearms, as defined by T.C.A. 39-17-1309 is prohibited. This prohibition is inclusive of individuals who have obtained handgun carry permits pursuant to the provisions of T.C.A. 39-17-1351.
- F. Miscellaneous Items.** The following additional items are not permitted on 'Premises':
1. personal air conditioners (unless authorized in writing)
 2. exterior aerials or antennas
 3. alcoholic beverages, illegal drugs, or paraphernalia
 4. candles or open flames
 5. heating equipment (except that provided or which has received written authorization)
 6. signs or banners
 7. halogen lamps
 8. extension cords
- 15. Cancellation of the License Agreement.** 'Student' or 'University' may cancel this agreement under the circumstances indicated below.
- A. Prior to the Beginning of Term.** If 'Student' completes the application process and is assigned a living space but does not enroll in classes for fall and/or spring term and fails to properly check in prior to the first day of classes for any given term, 'University' may cancel the license agreement. 'Student' will be considered a "no show" subject to forfeiture of his/her prepayment amount. In cases between terms, where 'Student's' personal items have been stored in the accommodation during a non-contract period, 'Student' will be subject to forfeiture of his/her prepayment as well as storage fees and associated costs for removal of personal belongings.
- B. During the Term of the Agreement.** The license agreement may be cancelled consistent with the criteria identified below:
1. If 'Student' officially withdraws from 'University' and has complied with check-out procedures, 'University' may cancel the license agreement for the remaining portion of the term. If 'Student' enrolls for spring term, the license agreement will be reinstated and appropriate charges will be assessed to 'Student's' account.
 2. If 'Student' does not plan to enroll at 'University' for the spring term and notifies 'University' in writing, the license agreement will terminate on the day of 'Student's' last fall term exam or graduation date if 'Student' is among those scheduled, in advance, to graduate and not scheduled to return to the 'University' in a student status. A portion of the prepayment will be refunded minus any applicable damage charges provided 'Student' has appropriate prepayment on file. Please see refund schedule below.

If 'Student' enrolls for spring term, the license agreement will be reinstated and appropriate charges will be assessed to 'Student's' account.

Fall Residents Not Enrolling for the Spring Term
Cancellation postmark on or prior to Prepayment Refund
October 15 \$150.00
November 15 \$50.00
After November 15 \$0.00

3. 'Students' who participate in an off-campus academic experience may be eligible for release from the license agreement, provided the experience requires 'Student's' regular and/or continued presence at a location significantly distant from the campus so as to constitute an undue hardship on 'Student,' to be determined at the discretion of 'University.' If termination is granted, the license agreement will terminate on the day of 'Student's' last fall term exam or graduation date if 'Student' is among those scheduled, in advance, to graduate. 'Students' seeking this option must petition for such relief by submitting, prior to October 15, a License Agreement Cancellation Request form outlining the academic experience and are required to provide additional supportive documentation from the college and/or internship site or assignment.
 4. In the event that the assigned living space is destroyed or otherwise rendered uninhabitable and 'University' does not provide alternative 'Premises,' the license agreement will be cancelled and housing fees will be refunded on a prorated basis.
- 16. Refunds.** In accordance with the terms for cancellation [cancellation exceptions excluded], if refunds or charges are necessary, amounts will be based on refund deadlines as published in the current registration guide, the Housing and Residential Life Web site, or other official 'University' publications except that
- A. Refund of housing fees will be prorated on a weekly calendar basis if 'Student' is forced to withdraw from the University for medical reasons (which must be confirmed in writing by a licensed physician) and, due to withdrawal from the University, must cease to occupy assigned living space.
 - B. In the event that 'Student' is requested to leave 'Premises' for other than disciplinary reasons, a refund of fees will be made on a prorated weekly calendar basis. No refund of fees for the academic year will be made if 'Student' is required to vacate assigned space for disciplinary reasons.
 - C. A full refund of housing fees will be made in the event of 'Student's' death.
 - D. In the event 'Student' fails to comply with the terms and conditions of the license agreement or any rule, regulation, or policy incorporated into the agreement by reference (see Section IV), 'University' may terminate the agreement and take possession of 'Premises' provided 'Student' receives 24 hours' notice. No refund of fees will be made for the academic year.

E. Students asking for and receiving an exception to the cancellation policy will be eligible to receive funds based on the University 75%-25% refund policy.

- 17. Check-out Procedures.** 'Student' agrees to comply with directions provided by 'University' regarding proper check-out procedures, including, but not limited to, the following:
- A. 'Student' must check out in person and return 'Premises' key and (where applicable) post office box key(s), second premises key assigned to spouse, and specialty parking decals.
 - B. 'Student' agrees to clean 'Premises' and store or remove all personal property. 'Student' understands and agrees that all personal property remaining on 'Premises' will be removed and/or discarded at 'Student's' expense. 'University' assumes no liability for personal property left on 'Premises' after 'Student' has checked out or otherwise vacated 'Premises' in compliance with Uniform Disposition of Unclaimed Property Act, T.C.A. 66-29-103. 'Student' agrees to pay applicable charges related to cleaning and/or removal of personal property.
- 18. Room and Public Area Damages.** 'Student' will review and complete Room Inventory Form at time of check-in and will be held responsible for unrecorded damages resulting from failure to update inventory at the time of check-in and damages to his/her individual living space and to public areas consistent with the following criteria:
- A. 'Student' is responsible for damage to living space and furnishings. Damages beyond ordinary wear and tear will be assessed to the responsible party.
 - B. Furnishings cannot be removed from assigned accommodation or public areas. 'Student(s)' responsible for loss or removal of furniture will bear the cost of replacement.
 - C. In the event that culpability for damage to public areas/furnishings cannot be attributed to specific individuals, all residents assigned to and responsible for the area will share the cost of replacement/repair.
 - D. A minimum charge of \$1.00 per resident for each occurrence of damage/loss will be assessed to the appropriate 'Student' account(s).
- 19. Entire Agreement.** This agreement and the other documents incorporated by reference contain all terms between the parties and may be amended only in writing.

MTSU uses Social Security numbers as personal identifiers for various reasons, including but not limited to the following: receiving and processing federal financial aid; 1098T reporting for the Hope Scholarship tax credit; providing information to state and federal agencies that use Social Security information for identification or reporting purposes; and maintaining academic, business office, human resources, and admission records in accordance with the Privacy Act of 1974. You are advised that the disclosure and use of your Social Security number is voluntary. However, if you wish to not disclose your number, you may be unable to receive several of the services previously mentioned. Individuals who do not disclose their Social Security numbers will have unique identifier numbers assigned to them by the 'University.'

THIS LICENSE AGREEMENT FOR PERMISSION TO LIVE IN A RESIDENCE HALL AT MIDDLE TENNESSEE STATE UNIVERSITY IS FOR THE FULL ACADEMIC YEAR (August-May) OR REMAINING APPROPRIATE PORTION THEREOF.

**MIDDLE
TENNESSEE**
STATE UNIVERSITY

A Tennessee Board of Regents University

MTSU is an equal opportunity, nonracially identifiable, educational institution that does not discriminate against individuals with disabilities. SA0059-0211