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 in on-campus accommodation (referred to as '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

1. 'University' agrees to provide 'Student' and/or 'Student' with spouse and/or dependent(s), with 'Premises' consistent with the conditions and covenants contained in this agreement and based on space availability.

2. '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). Payment in full is due and must be paid during the fee payment period at the beginning of each term, unless an installment payment plan has been arranged through the University. Rates are subject to annual approval and increase by the Board of Trustees.

3. 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 of 'Student's 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.'

4. The provisions of MTSU Policy 541 [Residential Life and Housing Rules] and institutional rules contained in the MTSU Student Handbook are incorporated by reference into this agreement.

5. The following covenants are incorporated into this agreement:

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 cancelled unless 'Student' is eligible for early release from the agreement only as provided in subsection 14 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 cancelled unless 'Student' is eligible for early release from agreement only as provided in subsection 14 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' and 'Student's spouse indicating acceptance of terms in the license agreement. At the time of application, 'Student' must also submit a payment [see Housing Rates for Fall/Spring or Spring Only amounts, subject to change each year, or contact Housing and Residential Life at 615-898-2971 or by email at housing@mtsu.edu for additional information]. This prepayment is partially 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 email at housing@mtsu.edu. This prepayment is fully refundable only in the event that student is denied admission to the 'University.' Failure to secure sufficient funds (including financial aid from the 'University' or other resources) will not entitle student to a full refund. All prepayment refunds are subject to the schedule detailed below.
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 are made on a first-come, first-served basis by completed application process date. A completed application process includes a housing application and acknowledgement of the sex-offender statement, the required prepayment, forms meeting terms for proof of meningitis vaccination, and notarized original financial guarantor form.

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 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 in accordance with the ‘University’s’ Tobacco-Free Campus Policy (MTSU Policy 750).

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, and internet access.

8. 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 at mtsu.edu/policies/student-affairs/541, or may be hereafter amended during the term of this agreement.

9. 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.

Notwithstanding anything to the contrary in the foregoing ‘Housing License Agreement,’ personal property of any kind that remains in a room after ‘Student’ has checked out or after the halls have been closed will be considered abandoned property. ‘University’ assumes no responsibility for abandoned property and will dispose of such items in accordance with MTSU Policy 685 (Disposal of Surplus Property). Items considered to be of substantial value may be held for up to 30 days. Any applicable cleaning, packing, or storage charges will be assessed to ‘Student’s’ account.

In the event ‘Student’ (1) withdraws from classes at ‘University,’ (2) has his/her license agreement terminated, or (3) is otherwise relocated (from building to building, from room to room, from side to side, or within the designated area assigned), ‘University’ shall have the right to remove ‘Student’s’ personal property and store the belongings. Notice will be given to ‘Student’ and shall be deemed appropriate when delivered by hand or sent to ‘Student’s’ University-issued email address and/or permanent address (postal). This notice will take effect three (3) days after any hand delivery and/or email notice or six (6) days after the date of mailing. Packing and storage shall be at the expense of ‘Student’, and ‘University’ shall not be responsible for any personal property that is lost, stolen, or damaged during packing or storage. Stored items may be held up to thirty (30) days before disposal.

10. Notification Process. All residents will be assigned an on-campus post office box for receiving campus and external mail at no
11. **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 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 ensuring that security doors are locked when utilized to exit the building.

C. **Keys.** All room keys, including apartment 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 his/her term may be assessed to 'Student's' account.
   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.

12. **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.

13. **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 10 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.** No large/heavy appliances are permitted on 'Premises,' 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 3.7 cubic feet in size, and having an amperage draw of 3.0), and popcorn 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 in accordance with MTSU Policy 705 (Firearms on Campus). 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

14. **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 tenders the requisite prepayment 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 where 'Student' does not enroll in classes for the Fall and/or Spring term and failure to enroll in classes results in cancellation of the License Agreement, should the student then add classes for the Fall or Spring term, the License Agreement will be reinstated. 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 if applicable.

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.

<table>
<thead>
<tr>
<th>Fall Residents Not Enrolling for the Spring Term Cancellation postmark on or prior to Prepayment Refund</th>
<th>October 15</th>
<th>$175</th>
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</thead>
<tbody>
<tr>
<td>November 15</td>
<td>$50</td>
<td></td>
</tr>
<tr>
<td>After November 15</td>
<td>$0</td>
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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.

15. 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 Website, 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 submitted to MT One Stop) 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.

16. 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 second premises key assigned to spouse.

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.

17. 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 per resident for each occurrence of damage/loss will be assessed to the appropriate ‘Student’ account(s).

E. Appropriate taxes will be charged on all taxable items.

18. 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
Housing License Agreement Addendum
2020-2021

This document is an Addendum to the MTSU Housing License Agreement (“Agreement”) that I executed for 2020-2021. The Agreement remains in full force and effect, and the intent of this Addendum is to add to the provisions of the Agreement.

Middle Tennessee State University aims to deliver its mission while maximizing the health and safety of all of our students. As a MTSU Housing resident, the 2019 Novel Coronavirus or similar public health crisis (“COVID-19”) will impact your housing experience as MTSU Housing continues to make public health-informed decisions. Therefore, all residents who choose to live on campus for AY 2020-21 will be expected to agree to the following health and safety requirements. Failure to do so will be deemed in violation of the Agreement and such violation may result in termination of the Agreement or discipline, up to and including suspension or expulsion.

✓ **Assumption of Risks.** Student acknowledges the contagious nature of COVID-19 and voluntarily assumes the risk that, despite the good faith efforts by MTSU to implement appropriate safety and risk mitigation measures then in effect as recommended or required by federal, state, or local governmental entities:
  • Student may be exposed to and/or infected by COVID-19 by living in student housing, that such exposure and/or infection may result in serious illness, permanent disability, and/or death.
  • Student further acknowledges and voluntarily assumes the risks that such exposure and/or infection may result from the actions, omissions, or negligence of the Student or others.
  • Student agrees that Student is responsible for Student’s own safety and actions during Academic Year 2020-21 while on campus and living in on-campus residential facilities.

✓ **Face Masks/Cover.** Residential students should wear appropriate face covering whenever they are in any common area outside of their individual room and as directed by staff.

✓ **Guests/Visitors.** In order to limit the introduction of outside people in the Housing communities, the following restrictions will be in place.
  • Assistance during move-in will be limited, and specific details will be communicated as move-in approaches in August. For planning purposes, students can expect they will be allowed one (1) or two (2) guests to assist them with move-in.
  • Students must obtain permission from the Area Coordinator to invite into the Residence Hall/Apartment any guest who is not an MTSU student. Non-student guests may be very limited.
  • Overnight visitation will be suspended indefinitely.
  • While we understand that students will interact with other residents living in their residence halls, students are expected to observe visitation hours for outside guests. During normal visitation hours, residents will be limited to one enrolled MTSU student guest in their room. Upon entering the residence hall, the visitor must show an MTSU ID to the front desk and their information will be recorded.
• Depending on the current health situation, visitation may be suspended at any time to help protect the residents of the buildings/apartments. Similarly, depending on the current health situation, visitation may be expanded if social distancing measures are relaxed.

✓ **Health and Safety.** All residents must take measures to reduce the spread of COVID-19, which include:
  • Practice social distancing in all areas of the Residence Halls and Apartments. Follow directions on all signage pertaining to occupancy limits and direction signs to avoid close contact.
  • Wash hands often and with soap and water for at least 20 seconds.
  • Use hand sanitizer if soap/water is not available.
  • Avoid touching your eyes, nose, or mouth.
  • Avoid contact with people who are sick.
  • Stay in your room or apartment if you are sick and avoid close contact with others.
  • Cover your mouth and nose with your elbow or a tissue when coughing or sneezing, and immediately dispose of the used tissue.

✓ **Self-Quarantine/Self-Isolation.** At any time, the University may request or require a resident to leave Housing when that resident’s continued presence in the housing community poses a health and safety risk for community members. Residential students are required to comply with requests from Housing or Student Health Services to leave their assigned space due to COVID-19. If a student is instructed to leave their current assignment, the student can return to their permanent address or Housing will relocate them to another space on campus reserved for self-quarantine/self-isolation. Students who are directed to self-isolate or self-quarantine must do so until Student Health Services deems it is appropriate to leave the space. Students who are required to self-isolate/self-quarantine must have NO human contact with ANYONE, including family, friends, other residents, and going out in public. Meal delivery will be coordinated for students who are placed in self-isolation/self-quarantine.

✓ **Signs/Symptoms.** A student who develops signs or symptoms of COVID-19 as enumerated by the CDC [https://www.cdc.gov/coronavirus/2019-ncov/symptoms-testing/symptoms.html](https://www.cdc.gov/coronavirus/2019-ncov/symptoms-testing/symptoms.html), **must contact Student Health Services (615.898.2988)** within one (1) business day and self-isolate. Self-isolation means NO human contact with ANYONE, including family, friends, and especially going out into the public. Remember, if your symptoms are mild this does not mean you cannot spread the virus to someone else and put others at severe risk.

✓ **Social Distancing Policies.** In an effort to limit the number of students gathering in common areas, there may be limits placed on occupancy and closure of areas. Students will be required to follow occupancy limits on areas such as laundry rooms, kitchens, and elevators. Public lounges, study rooms, and practice rooms may be closed to limit gatherings. Students should not gather in hallways or stairwells.

✓ **Amended Academic Calendar for the Fall semester.** The fall semester ends on Friday, December 11, 2020. In order to mitigate the spread of COVID-19, students may begin checking out of their assigned space for the winter break beginning Monday, November 23, 2020. Students who have checked out will be expected not to return to their room until
The final day of check out for the fall semester for all students will be Friday, December 11, 2020.

**Release and Waiver.** In consideration of acceptance of student housing and with full awareness, appreciation, and acceptance of the risks involved as set forth above, Student does hereby release, waive, discharge, and covenant not to sue the University, its directors, officers, employees, and agents from liability for any and all claims, actions, damages, costs, or expenses of any nature and kind including attorney fees (“Claims”), whether in tort, contract or otherwise, arising out of or related to COVID-19, including, but not limited to potential exposure to or transmission of the virus, and/or violation of any federal, state, or local governmental guidelines, regulations, or laws as it pertains to same. This release and waiver is absolute and unconditional, and applies whether or not Student has knowledge of any potential cause of action for such Claims. This release and waiver additionally applies to Student’s heirs, legal representatives, successors, and assigns claiming under them. This release and waiver includes any Claims based on the actions, omissions, or negligence of the University, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation by Student in the Fall 2020 semester or in any subsequent semester.

**Force Majeure.** Student understands that MTSU assumes no responsibility for any delay or failure to perform any terms or conditions of the Agreement or Addendum due to a force majeure, including, but not limited to, fire, earthquake, hurricane, flood, severe storms, acts of God, strikes or labor disputes, riots or civil disturbances, war, national emergency, terrorism, threats of sabotage or terrorism, explosions, plagues, epidemics, pandemics, acts of governmental authorities, or any other occurrence beyond the University’s reasonable control. In the event of a force majeure, the University reserves the right to modify, suspend or terminate housing accommodations and access to dining services, and may not reimburse or prorate charges related to room and board. Any failure or delay in performance because of force majeure will not relieve Student of the obligation to pay any amounts owed under this Agreement and Addendum.

**Miscellaneous I:** Student agrees to comply with all University policies, rules, regulations, conditions, and financial terms of the University, including, but not limited to, all public health requirements related to COVID-19 issued by federal, state, and local authorities as they may be updated from time to time.

**Miscellaneous II:** Student acknowledges and agrees that if the campus must close and the method of instruction for all classes is converted to online learning, student housing and meal program fees and other University fees may be prorated and processed as a credit to Student’s account as of the date such programs and/or services close.

**Acknowledgement of Understanding.** Student acknowledges, represents, and agrees that Student has read this Addendum, fully understands its terms, and understands that Student is giving up substantial rights, including the right to sue. Student confirms that Student is signing this Agreement freely and voluntarily and intends the signature of Student below to be a complete and unconditional release of all liability to the greatest extent allowed by law.

I understand that the operation of student housing is subject to change based on evolving public health considerations and I agree to all terms and conditions of the Housing License Agreement Addendum.