Middle Tennessee State University
Summer Housing License Agreement Addendum 2021

Middle Tennessee State University ("MTSU") aims to deliver its mission while maximizing the health and safety of all 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 Summer 2021 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. Residential Student ("Resident") 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:
  • Resident 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.
  • Resident further acknowledges and voluntarily assumes the risks that such exposure and/or infection may result from the actions, omissions, or negligence of Resident or others.
  • Resident agrees that they are responsible for their own safety and actions during Summer 2021 while on campus and living in on-campus residential facilities.

✓ Face Masks/Cover. Resident must 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, Resident will beallowed one (1) or two (2) guests to assist them with move-in.
  • Resident must obtain permission from the Area Coordinator to invite guests into the Residence Hall/Apartment any guest who is not an MTSU Residential Student. Visitation by non-residential student guests may be very limited.
  • Overnight visitation is suspended indefinitely.
  • Resident must observe visitation hours for outside guests. During normal visitation hours, Resident will be limited to one (1) enrolled MTSU student guest in their room. Visitors must check in at the front desk and present an MTSU ID. All visitors’ names and contact information will be recorded to enable contact tracing if necessary.
  • Depending on the current health conditions, visitation may be suspended at any time to help protect the residents of the buildings/apartments. Similarly, depending on the current health conditions, visitation may be expanded if social distancing measures are relaxed.

✓ Health and Safety. Resident must take measures to reduce the spread of COVID-19, which include:
  • Practicing social distancing in all areas of the Residence Halls and Apartments. Following directions on all signage pertaining to occupancy limits and direction signs to avoid close contact.
  • Washing hands often and with soap and water for at least 20 seconds.
  • Using hand sanitizer if soap/water is not available.
• Refraining from touching your eyes, nose, or mouth.
• Avoiding contact with people who are sick.
• Staying in your room or apartment if you are sick and avoid close contact with others.
• Covering 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 Resident to vacate their assigned living space when Resident’s continued presence in the housing community poses a health and safety risk for community members. Resident must comply with requests from Housing and Residential Life or Student Health Services to leave their assigned space due to COVID-19. If Resident is instructed to vacate their current assigned living space, Resident can return to their permanent home address, or, Housing will relocate them to another space on campus reserved for self-quarantine/self-isolation. If Resident is directed to self-isolate or self-quarantine, Resident must do so until Student Health Services deems it is appropriate for Resident to end isolation and resume normal activities. If Resident is required to self-isolate/self-quarantine, Resident must have NO human contact with ANYONE, including family, friends, other residents, and going out in public. Meal delivery will be coordinated for Resident if they are placed in self-isolation/self-quarantine.

✓ Signs/Symptoms. If Resident develops signs or symptoms of COVID-19 as enumerated by the CDC https://www.cdc.gov/coronavirus/2019-ncov/symptoms-testing/symptoms.html, they must contact Student Health Services (615-898-2988) within one (1) business day and self-isolate. If Student Health Services is closed, Resident must call the front desk of Scarlett Commons (615-904-8068) to report the information. As a safety precaution, Resident will be relocated to isolation housing until Student Health Services deems it appropriate for Resident to end isolation and return to their assigned living space. 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 individuals gathering in common areas, there may be limits placed on occupancy and closure of areas. Resident must comply with occupancy limits on areas such as laundry rooms, kitchens, and elevators. Public lounges, study rooms, and practice rooms may be closed to limit gatherings. Individuals should not gather in hallways or stairwells.

✓ 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, Resident 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 Resident has knowledge of any potential cause of action for such Claims. This release and waiver additionally applies to Resident’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 Resident in the Summer Session 2021.
✓ **Force Majeure.** Resident 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 Resident of the obligation to pay any amounts owed under this Agreement and Addendum.

✓ **Miscellaneous.** Resident 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.

✓ **Acknowledgement of Understanding.** Resident acknowledges, represents, and agrees that they have read this Addendum, fully understands its terms, and understands that Residential Student is giving up substantial rights, including the right to sue. Resident confirms that they are signing this Agreement freely and voluntarily, and intends their signature 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.

________________________________________
Signature of Resident

________________________________________
Printed Name of Student

________________________________________
Date