

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 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' with assigned living space on 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). 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.
- 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 following Spring term graduation and the months prior to the new fall term are not included in this agreement. 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 MTSU Policy 541[Residential Life and Housing Rules] 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 student residence facility within 24 hours if they withdraw from or fail to be admitted to University. "Part-Time" Students may be permitted to live on Premises at the discretion of the Director of Housing and Residential Life or designee. Students who drop below "full-time" during a term 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. **Student acknowledges that Student has access to, and understands the existing rules and regulations referred to in this section.** 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 Undergraduate and Graduate 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 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 in a student residence facility by returning a completed application signed by Student' Student and/or parent or guardian 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 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.

A. Academic Year (Fall and Spring) Applications

<i>Cancellation postmark on or prior to</i>	<i>Prepayment Refund</i>
May 1	\$175.00
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. For additional information on the terms and conditions of the mandatory board plan, please refer to mtsu.campusdish.com or contact MT Dining, 615-898-2675.

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.

C. **Extenuating Circumstances.** In the event the Residential Life and Housing Services Review Committee releases student from this license agreement, the base cost of the mandatory board plan will be credited on a prorated weekly refund schedule. The refund amount will be applied to student's account less any outstanding charges against the account.

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 assigned living space, 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 assigned living space 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 assigned living space and not honored within 30 days of written request will become voided. University does not process requests for change during posted periods.

E. Assigned living space may not be sublet, and only persons assigned by University may reside in assigned living space.

F. Students shall use and occupy the assigned living space to which they have been assigned exclusively as a residence for themselves.

G. All student residence facilities are smoke free in accordance with the 'University's' Tobacco-Free Campus Policy (MTSU Policy 750).

H. Student agrees to accept assigned living space.

6. Furnishings.

A. Residence halls and Scarlett Commons 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. Deep freezers, dishwashers, pianos, water-filled furniture, and other heavy furniture or appliances are not permitted in any assigned living space.

7. **Utilities.** All utilities are provided at all assigned living spaces. Utilities are defined as water, electricity, and internet access.

8. **Right of Entry.** Student agrees to permit University to inspect assigned living

space 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 www.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 Premises, 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 assigned living space 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 their 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 additional cost. Official communications from Housing and Residential Life will be sent via campus email. Student has the responsibility to check their University-issued email accounts regularly. Student is responsible for appropriately responding to instructions delivered through campus mail or by email.

11. **Security Precautions.** Student is responsible for taking or refraining from the following actions in the interests of safety and security of facility 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 student residence facility.
2. Overnight guests of the same sex 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 their guest's visit and will be held responsible for the guest's conduct.
4. Guests of the opposite sex 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 student residence facility.

C. **Keys.** All keys to assigned living spaces, 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 each term may also be assessed 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.

12. General Regulations Pertaining to Community Welfare. The following general regulations should be observed:

- A. *Inspections.* Safety inspections will be conducted monthly in all student resident facilities 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. Assigned living space must be cleaned regularly and maintained by Student so as not to attract pests or cause any other health or safety hazard.
- B. *Automobiles and motorcycles.* Students must comply with all parking and traffic regulations.
- C. *Business.* Students shall not pursue any business on Premises.
- D. *Construction.* No outdoor/indoor construction of any type is allowed without prior consent of the 'University.'
- E. *Disease.* Student will report immediately to the University any infectious or contagious disease occurring within the accommodation.
- F. *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.
- G. *Storage.* Storage of all household or personal property outside of assigned living spaces 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 in student residence facilities 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 assigned living space. University will not assume responsibility for feeding fish or otherwise maintaining aquarium.
- B. *Cooking Appliances.* No large/heavy appliances are permitted in assigned living spaces except those provided by University. Student residence facilities 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.
- C. *Water-Filled Furniture.* No water beds or other items of water-filled furniture are permitted in assigned living space.
- 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 (Weapons 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 in Premises student residence facilities:
 - 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.
 - 7. halogen lamps
 - 8. extension cords

14. Cancellation of the License Agreement. Student or University may cancel this agreement and students may be eligible for a refund only in the circumstances indicated below or as set forth in Policy 541, Residential Life and Housing.

- 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 assigned living space during a non-contract period, Student will be subject to forfeiture of their 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.

Fall Residents Not Enrolling for the Spring Term

<i>Cancellation postmark on or prior to</i>	<i>Prepayment Refund</i>
October 15	\$175.00
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 November 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 assigned living space the license agreement will be cancelled and housing fees will be refunded on a prorated basis.
- 5. The University assumes no responsibility for any delay or failure to perform any terms or conditions of this Agreement 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 housing accommodations and access to dining services.

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 the 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 assigned living space' 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 living 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 assigned living space 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 all keys to the assigned living space, including any additional keys provided to spouse.
 - B. Student agrees to clean assigned living space' and store or remove all personal property. Student understands and agrees that all personal property remaining in assigned living space' 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 assigned living space 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 their individual living space and to public areas consistent with the following criteria:
- A. Student is responsible for damage to assigned living space and furnishings. Damages beyond ordinary wear and tear will be

assessed to the responsible party.

- B. Furnishings cannot be removed from assigned living space 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).
 - 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.
- 19. Assumption of Risks.** The University aims to deliver a unique experience in community living that extends the learning process beyond the classroom. Student acknowledges the inherent risks of congregate housing, including those related to potential exposure to contagious illness, and voluntarily assumes such risk, 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 agrees that Student is responsible for Student's own safety and actions while on campus and living in on-campus residential facilities.

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.



0824-5896 – Middle Tennessee State University does not discriminate against students, employees, or applicants for admission or employment on the basis of race, color, religion, creed, national origin, sex, sexual orientation, gender identity/expression, disability, age, status as a protected veteran, genetic information, or any other legally protected class with respect to all employment, programs, and activities sponsored by MTSU.

The Assistant to the President for Institutional Equity and Compliance has been designated to handle inquiries regarding the non-discrimination policies and can be reached at Cope Administration Building 116, 1301 East Main Street, Murfreesboro, TN 37132; Marian.Wilson@mtsu.edu; or 615-898-2185. The MTSU policy on non-discrimination can be found at www.mtsu.edu/titleix.