

MIDDLE TENNESSEE STATE UNIVERSITY  
HOUSING LICENSE AGREEMENT

SUMMER TERM ONLY

**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 includes a non-student spouse and any dependent(s) determined to be eligible to reside on 'Premises.' If 'Student' is under eighteen (18) years of age, 'Student' also refers to the identified party's parent(s) or legal guardian(s) who assume the obligations imposed by the conditions and covenants in this agreement.

**Witness**

- I. 'University' agrees to provide 'Student,' and/or 'Student' with spouse and/or dependent(s) with an on-campus accommodation (referred to as 'Premises') consistent with the conditions and covenants in this agreement and based on space availability.
- II. 'Student' agrees to pay the 'University' the current rate (see current rate schedule or contact Housing and Residential Life for more information) for permission to reside on the 'Premises' for the summer terms specified within the Application/ License Agreement. The total payments due must be paid during the fee payment period at the beginning of first term specified. Rates are subject to annual approval and increase by the Tennessee Board of Regents.
- III. The term of this agreement will begin on the preceding day (see current rate schedule for specific dates and times) prior to classes for the specified session of the summer term and will remain in effect until the day of the Student's last specified session of the summer term examination or summer graduation date if the Student is among those 'Students' scheduled, in advance, to graduate.
- IV. The provisions of Tennessee Board of Regents 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 in University to live on campus and must be checked out of the on-campus accommodation within twenty-four (24) hours if he/she withdraws from or fails to be admitted to the University. As space permits, non-Students may be permitted to live on the Premises at the discretion of the director of Housing and Residential Life or her designee. Student agrees to comply with the terms and conditions contained in the license agreement, all University rules regulating the conduct of Students, 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 the Director of Housing and Residential Life or her designee.
2. **Term of Occupancy.** This agreement is effective for the specified summer session(s) or the summer term or as much of the indicated period remaining in the summer term when the Student is assigned. The effective dates are determined by the official University calendar as published in the MTSU Catalog.
  - A. Session(s) assignments for the summer term are effective during the period designated as summer term only.
  - B. Agreements entered into at any time after the beginning of the session for the summer term will continue in effect until the close of the specified session(s).
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, and/or Student and the Students spouse (if applicable) indicating acceptance of the terms of the license agreement. At the time of application, Student must also submit a prepayment in the amount of \$125.00 summer term only (subject to change each fiscal year). (See current rate schedule or call Housing and Residential Life, 615-898-2971, for additional information). This prepayment is refundable prior to the check-in period according to the following schedule. All cancellations must be submitted IN WRITING to Housing and Residential Life, Box 6, MTSU, Murfreesboro, TN 37132 or by fax to 615-898-5459, or by calling TRAM at 898-2000.

A. *Summer Term Only Applications.*

<b>Cancellations Postmarked on or prior to:</b>	<b>Prepayment Refund</b>
March 15	\$100.00
April 15	\$ 50.00
After April 15 but prior to the session check in	\$ .00

4. **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 to specific locations may be subject to restrictions.
  - D. Not all on campus accommodations will be available

- for summer assignment.
- E. Assignments will be made by date of receipt of the completed application and prepayment and by space availability.
  - F. Student may not make accommodation change without written authorization from University during designated periods and requests must be on file with central office, room 300 of the Keathley University Center. Student requests for assignment changes made while in residence and not honored within 30 days of the written request will be considered void.
  - G. Premises may not be sublet, and only the persons assigned by University may reside on Premises.
  - H. Students shall use and occupy the Premises to which they have been assigned exclusively as a residence for themselves.
  - I. 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 the discretion of the Director of Housing and Residential Life or designee. A 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 is available.
  - J. A two-bedroom apartment will be assigned to a family unit that has no more than five members and a one bedroom to not more than three.
  - K. Smoking is permitted only in Premises designated for smoking.
  - L. Student agrees to accept accommodation assigned.
- 5. Furnishings:**
- A. Residence Halls, Scarlett Commons, and Womack Lane Premises for single Student without dependents will be furnished. Other furniture will be permitted in the assigned living space provided furniture meets restriction guidelines. Furnishings cannot be removed from the assignment location.
  - B. Womack Lane Premises for Students with spouse and/or dependent(s) will be 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, sofa, chair, 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 and refrigerator. Air conditioners are not provided; however a 220-volt electrical outlet and access panel for the installation of a personal air conditioner in the living room is provided. There are no provisions for other air conditioner units to be located any other place.
  - C. Deep freezers, dishwashers, pianos, water-filled furniture, and other heavy furniture or appliances are not permitted in any residence.
- 6. Utilities.** All utilities are provided at all assignment locations.
- 7. 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. (Information regarding voice mail may be obtained by contacting the Telecommunications Office at 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. For more information, please contact the Telecommunications Office at 898-2206. A University activated phone line located in the public living area will be the official line for the assigned accommodation.
- 8. Right of Entry.** Student agrees to permit University to inspect the 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, therefore, amended during the term of this agreement.
- 9. Responsibility for Personal Property.** University assumes no responsibility for the theft, destruction, or loss of money, valuables or other personal property belonging to, or in the 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 strongly encouraged to carry personal property insurance.
- 10. Post Office.** Students should check their campus post office boxes regularly since most Housing correspondence to Student is sent through campus mail. Student is responsible for appropriately responding to instructions delivered through campus mail.
- 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 the building immediately upon sounding of an alarm or as otherwise directed by housing staff. Student will not store or lock anything on or immediately adjacent (within two feet) to electrical meters or conduit from/or to 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 the main entrance of the building where entrance is central location.
    2. Overnight guests of the same gender are permitted, but must register with the 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 their guest(s) conduct.

4. Guests of the opposite gender are permitted to visit only during the hours designated for such visitation and consistent with all University rules and policies regulating visitation.
  5. Student is responsible for being sure 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 dependent(s) will be issued a key for themselves and their spouse. Keys will not be issued for dependent(s). In the event 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 is not permitted to share or loan key(s) with 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.** In the interest of community welfare, the following general regulations should be observed:
- A. Children. Parents, legal guardians, and baby sitters are responsible for providing appropriate care and supervision for children in their care. Students are responsible for conduct of these children while in on campus Premises and grounds.
- B. Inspections. Safety inspections will be conducted on a monthly basis 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 create 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 the 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 shall not conduct or permit loud activities or in any manner create disturbances which would cause annoyance or discomfort to other resident(s). 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 manner as prescribed by the University. Breezeways are to be neat 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 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. Scarlett Commons, Womack Lane and Ezell and Abernathy 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 may 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 (except where authorized in writing)
  2. exterior aerials or antennas
  3. alcoholic beverages, illegal drugs, or paraphernalia
  4. candles or open flames
  5. heating equipment (except those provided or those which have 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 is assigned a living space, but does not enroll in classes for the specified session of the summer term, and fails to check-in by 4:00 p.m. prior to the first day of classes for any given session, University may cancel the license agreement. Student will be considered a no-show and will be subject to forfeiture of his/her prepayment or the prepayment amount. In cases between terms, where Students personal items have been stored in the accommodation during a non-contract period, Student will be subject to forfeiture of his/her pre-payment, 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 canceled consistent with the criteria identified below:
1. If Student officially withdraws from University and has complied with the check-out procedure, University may cancel the license agreement for the remaining portion of the term.
  2. In the event the assigned living space is destroyed or otherwise rendered uninhabitable and University does not provide alternative Premises, the license agreement will be canceled and the Student will be refunded on a prorated basis.

**15. Refunds.** If refunds or charges are necessary, the amounts will be based on the refund deadlines as published in the current Class Schedule Book, or other official University publications except that:

- A. Refund of housing fees. Housing fees will be prorated on a weekly calendar basis if Student is forced to cease occupancy of the assigned living space for medical reasons, which must be confirmed in writing by a licensed physician.
- B. In the event Student is requested to leave the Premises for other than disciplinary reasons, a refund of fees shall be made on a prorated weekly calendar basis. No refund of fees shall be made if Student is required to vacate their assigned space for disciplinary reasons.
- C. A full refund of housing fees will be made in the event of the death of Student.
- 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 the Premises, provided Student receives a notice of 24 hours to vacate the Premises. No refund of fees will be made.

**16. Check-out Procedure.** Student agrees to comply with directions provided by University regarding proper checkout procedures, including but not limited to the following:

- A. Student must checkout in person and return the 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 all personal property remaining on the Premises will be removed and/or discarded at Students' expense. University assumes no liability for personal property left on the Premises after Student has checked out or otherwise vacated the Premises in compliance with the Uniform Disposition of Unclaimed Property Act, P.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 Damage.** Student will complete a room inventory at the time of check-in. Students will be held responsible for damage to their individual living spaces and to public areas consistent with the following criteria:

- A. Student is responsible for damage to the living space and furnishings. Damages beyond ordinary wear and tear will be assessed to the responsible party.
- B. Furnishings cannot be removed from the assigned accommodation or public areas. Student responsible for loss or removal of furniture will bear the cost of replacement.
- C. In the event culpability for damage to public areas/furnishings cannot be attributed to specific individuals, all residents assigned and responsible for the area will share the cost of replacement and/or repair.
- D. A minimum charge of \$1.00 per resident for each occurrence of damage and/or loss will be assessed to the appropriate Student account.

**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.

**THIS LICENSE AGREEMENT FOR PERMISSION TO LIVE IN A RESIDENCE HALL AT MIDDLE TENNESSEE STATE UNIVERSITY IS FOR THE SPECIFIED SESSION FOR THE SUMMER TERM OR REMAINING APPROPRIATE PORTION THEREOF.**