

The University of Tennessee, on behalf of its Martin Campus
Office of Housing
Summer Housing Agreement
Summer 2019

The Standard Summer Housing Agreement ("Agreement") is entered into by and between The University of Tennessee, on behalf of its Department of Housing for its Martin Campus ("University"), and the student requesting standard summer housing ("Student"). In consideration for the University providing Student with student housing for the term outlined in this agreement (summer terms), Student agrees to abide by the following terms and conditions.

I. INTRODUCTION

- A. The purpose of the Agreement is to establish the terms and conditions of Student's occupancy in the University's student housing.
- B. Student's electronic signature on the Agreement via the web, or the electronic signature of Student's parent or legal guardian if Student is under 18 years of age, binds Student to the terms and conditions of the Agreement. The Agreement is a legal, binding contract and Student will be obligated to fulfill the terms of the Agreement for the full summer term. It is only in exceptional cases, as set forth herein, that the Agreement may be terminated or suspended.
- C. Student should complete the Application Cancel Process if Student no longer plans to be enrolled at the University. For the housing deposit to be refunded, the Application Cancel Process must be completed prior to May 1st.

II. ELIGIBILITY

- A. Residents of the University student housing must be admitted students and registered for classes at the University.
- B. Acceptance of the Agreement by the University does not constitute a commitment of admission to the University.

III. FRESHMAN RESIDENCE REQUIREMENT

- A. The University requires that all single freshman students with less than 24 credit hours and who do not commute from the primary home of a parent or legal guardian within a designated radius, must live in University student housing.
- B. Students who plan to commute from their parent or legal guardian's primary home or otherwise believe they need an exemption from the Freshmen Residence Requirement must file an Exemption Request Form with University's Office of Housing.

IV. TERM OF AGREEMENT

- A. The Agreement, unless otherwise stated herein, is for the summer terms. Students who withdraw from the University and later re-enroll for any period covered by this Agreement will, at the discretion of the University, have their charges reinstated.
- B. The term of the Agreement begins immediately upon Student's check-in and terminates immediately upon Student's check-out. University will notify Student by letter and email to Student's UTM email account of the first date on which Student will be granted access to the assigned room. Student shall vacate the assigned room by 5:00PM on the last day of finals for summer term II.

- C. Select student housing may be closed between academic terms during semester breaks. Student may leave personal belongings in Student's assigned room during these periods. Student may apply for break housing and will be given a break housing assignment at the discretion of the University.

V. HOUSING FEES

A. Room Fees

- i. Student is required to pay a \$150 deposit before the Housing Application will be processed. The deposit is transferable from one lease to the next. If Student does not reapply for the following academic year, the deposit will be refunded after completion of check out. University may deduct damage charges from the deposit before refunding.
- ii. In addition to the housing deposit described in Section V(A)i of this Agreement, Student must pay student housing room fees per a schedule of rates set each academic year by the University. Student housing room fee rates for each academic year are subject to approval by the Chancellor. Proposed student housing room fee rates may be accessed via the internet at <http://www.utm.edu/housing/>.
- iii. Full payment of Student's student housing room fees is not required at the time of accepting this Agreement. All room fees for a given term will be assessed prior to the beginning of the Agreement's term.
- iv. Student's completion of the Room Inspection Form on the day of check-in establishes the acceptance of the condition of the apartment/room and contents at the time of occupancy and, therefore, becomes the standard for the condition of the apartment/room at the termination of occupancy. Student is liable for the condition of the apartment/room furnishings that are assigned to him/her and shall reimburse University for all damage to or loss of these accommodations and furnishings, which is not the result of ordinary wear and tear. Students of an apartment/room may also be required to share in the expense of repair or replacement of any property or cleaning in common areas of an apartment/room. Housing shall assess charges against Student and he/she agrees to pay such damages to the University upon demand. Housing shall determine the amount of such loss or damage, selection of repair method, and scheduling of repair at its sole discretion.
- v. Keys remain the property of the University and must be returned upon check-out. Failure to return keys shall result in charges to the Student's account to cover the replacement of said property.

B. Increases in Housing Fees

- i. University may increase the current room fee and/or other rates found at <http://www.utm.edu/housing/> at or prior to the fall semester start date.
- ii. Any increase deemed necessary by University will be effective for fall and spring semesters.

VI. TERMINATION OF AGREEMENT

- A. The Agreement may be terminated by University, in its sole discretion, as follows:

- i. Upon the completion of graduation requirements by Student, if Student subsequently leaves the University; however, the Agreement will not be terminated if Student graduates but remains enrolled in University;
 - ii. If space is not available in any student housing or temporary student housing;
 - iii. If Student fails to comply with the terms and conditions of the Agreement; or
 - iv. If Student violates the [University Standards of Conduct](#), the policies of the [Housing Handbook](#), or any other University policies or regulations, including, but not limited to Parking Services and Information Technology policies, which are incorporated into this Agreement by reference.
- B. In lieu of terminating this Agreement, University may reassign Student to another location, restrict Student from entering specified housing areas or units, and/or restrict Student from other privileges normally allowed to residents of University-owned student housing.
- C. Termination of the Agreement by University may result in the eviction of Student upon forty-eight (48) hours' notice, except where University determines that the continued residency of Student would pose a danger to the life, health, or general well-being of the resident or other members of the residential community, in which case Student may receive shorter notice, up to and including immediate eviction.

VII. SUSPENSION OF AGREEMENT

- A. The Agreement may be suspended by the University, in its sole discretion, during the term of the Agreement if Student is required to live elsewhere during the term in order to complete his/her academic program, such as co-op, student teaching, internship, or study abroad.
- B. University does not guarantee reassignment to a specific student housing room for Student returning to University from such programs.

VIII. REFUNDS OF HOUSING FEES

- A. University will refund housing fees in the event Student officially withdraws from the University or is released from the Agreement by University. In such cases, Student will be assessed a \$500 penalty charge for early termination. After the penalty is assessed, a prorated refund will be applied to Student's account. If the prorated refund does not exceed the penalty charge, Student is responsible for paying the remaining balance. Furthermore, Student forfeits the housing deposit. After July 1, there will be no penalty or refund and the student will forfeit their deposit.
- B. The effective date for any housing refund will be the date that Student officially checks out of his/her hall, is released from the Agreement, or withdraws from the university, whichever occurs later.

IX. ASSIGNMENT AND USE OF SPACE

- A. While efforts will be made to meet the placement requests of students, University reserves the right to make all student housing assignments at its sole discretion with no guarantee of placement in preferred student housing. In most cases, the date the deposit is paid to University will be used in determining priority of assignment. This assignment will not be altered by University unless deemed critically necessary.
- B. Student housing shall be occupied only by the person(s) assigned to them by the Office of Housing.

- C. Room occupancy limits are maintained in accordance with fire safety codes. Maximum occupancy shall be defined by the number of beds indicated on the room inventory. The number of occupants residing in a student housing room, suite bedroom, or apartment bedroom shall not exceed the number of beds provided by the Office of Housing in that space.
- D. The Office of Housing, in its sole discretion, may move residents for consolidation, disciplinary action, a facility failure, or for other reasons, in response to unforeseen or extraordinary circumstances.
- E. **Right of Occupancy:** The Office of Housing shall provide Student with a space in a student housing facility on campus based on availability. This Agreement shall not give Student a right to any specific space, building, roommate, or type of accommodation. In the event that no space is available on the campus, University may terminate the Agreement.
- F. **Right of Entry:** University reserves the right to enter resident rooms and common spaces for the following reasons: to take inventory, fire protection, sanitation, safety, maintenance, rule enforcement, inspection, improvement or repairs, to evaluate conditions that could affect the health or safety of residents, controlling the rooms/apartments in the event of an epidemic or emergency, or for any other purpose in accordance with University policy. Student is not required to be present at the time of inspection or other entries described above. Inspection will occur at least once per term.
- G. **Room or Apartment Changes:** Student may not change rooms without written approval from the Office of Housing and is predicated upon the space available, date, time of request, and the grounds/need for the transfer. At the beginning of each semester, there will be a period where residents will be given the opportunity to change rooms.
- H. **Cleanliness:** Student agrees to maintain the premises in a clean and sanitary condition and to return the room/apartment back to the Office of Housing in the same condition, including general cleanliness, as it was at the beginning of the term of occupancy, ordinary wear and tear is expected.
- I. **Alterations, additions, or improvements to rooms:** Student shall not (a) make any structural changes to the interior/exterior of the dwelling; (b) change locking devices; (c) remove any appliance/furniture; (d) paint any of the interior or exterior; (e) install television/radio antennas on the ground or building units; (f) install or move in washer/dryers; (g) make any alterations in the electrical wiring or plumbing therein; or (h) construct a fence or enclosure about the apartment or on University property.

X. GENERAL PROCEDURES AND POLICIES

- A. Notwithstanding anything herein to the contrary, this Agreement shall be interpreted and applied in accordance with University's Student Housing Rule, Chapter 1720-01-13, as amended from time to time and as available online at <http://publications.tnsosfiles.com/rules/1720/1720-01/1720-01-13.20170801.pdf>. In the event of any inconsistency between this Agreement and University's Student Housing Rule, the Rule will govern.
- B. University will have no legal obligation to pay for the loss of or damage to Student's personal property occurring in University's buildings or on University's property prior to, during, or subsequent to the period of the Agreement. Student or parents are encouraged to carry appropriate insurance to cover such losses.
- C. Student is responsible for the accommodations assigned and shall reimburse University for all damages within or to said accommodations. Charges for damages and/or

necessary cleaning will be assessed to Student, or students, by University and must be paid promptly. Failure to pay assessments will result in a hold on a Student's registration, graduation, and/or transcript.

- D. In the event that accommodations assigned to Student are destroyed or made unavailable and University does not furnish other accommodations, the Agreement shall terminate. All rights and liabilities of the parties hereto shall cease and payments previously made by Student shall be refunded on a prorated basis for the period during which accommodations were not available to Student.
- E. While this Agreement is in effect, Student will be required to meet all financial obligations of the Agreement. Student must pay all room fees at the beginning of the semester or set up a payment plan with the Bursar's Office in order to avoid late fees.
- F. This Agreement may not be assigned or transferred and the room assigned to Student may not be sublet. It is for space in student housing as indicated. No additional individuals are permitted to reside in Student's room.
- G. If Student's conduct is such that no one wishes to room with that individual, Student will be billed the double as a single room rate.
- H. Failure to occupy an assigned space does not constitute a release from the Agreement.
- I. When space is available, double rooms may be rented as single rooms on a first-come, first-served basis. This is done at a rental rate higher than the regular double-room rate with priority given to current residents of the hall. This double as a single arrangement is for the contract period and is subject to renewal based upon available space.
- J. The possession and/or consumption of alcoholic beverages and/or illegal drugs or paraphernalia is prohibited in student housing. Violation of this policy is grounds for termination of this Agreement by the University. Furthermore, under such circumstances, State law requires the University to notify parents/legal guardians if Student is under the age of 21.
- K. The University is a Smoke-Free Campus and smoking will not be permitted on any campus property including inside buildings, outside property/grounds, and personal vehicles on University property. There will be no designated smoking areas on campus. Electronic cigarettes are included in the Smoke-Free Campus policy. For further details, please refer to the Smoke-Free Campus procedure on the Environmental Health and Safety Website at the following link: <http://www.utm.edu/departments/ehs/index.php>. Additionally, there are resources listed on the website to assist with smoking cessation.
- L. Students may not have pets in their rooms or allow pets to visit their rooms. The only exception is that Students may have fish in a tank that will hold no more than 25 gallons of water.
- M. Students may have overnight guests of the same sex only if prior arrangements have been made with roommates and suitemates. Overnight guests must be approved by the Hall Director prior to their arrival. Approved overnight guests are limited to three days in a one-week period. Visitation options are as follows:
 - a. Type I Visitation - Rooms are available to all single students by request and include no visitation of the opposite sex and is only available in Ellington Hall.
 - b. Type II Visitation - Visitation of the opposite sex allowed noon-midnight on Sunday-Thursday and noon-2am on Friday and Saturday. This type of visitation is available in Ellington, Browning, and Cooper Hall.

- c. Type III Visitation- Designated for University Village A-E and F-H only. Visitation is at the resident's discretion. Cohabitation is not permitted.

I (Student) understand that acceptance of this Agreement means:

- I am legally bound to the Standard Summer Student Housing Agreement for the summer terms.
- The Agreement may only be cancelled per the terms found herein and only in exceptional circumstances.
- The Housing deposit will not be refunded until after the Agreement is complete and all damage charges have been assessed.
- If I withdraw from the University and subsequently re-enroll at any time during the period of the Agreement my housing plans may, at the discretion of the University, be reinstated.
- I have reviewed the [University Standards of Conduct](#), [Housing Handbook](#), and any other University policies or regulations which are incorporated into this Agreement by reference.

I HAVE READ AND UNDERSTAND THIS AGREEMENT. BY SELECTING THE "I Agree" BUTTON BELOW, I AM AGREEING TO THE TERMS OF THE UNIVERSITY'S STANDARD SUMMER STUDENT HOUSING AGREEMENT AND SHALL ABIDE BY ALL ITS REQUIREMENTS, TERMS, AND CONDITIONS.