

UNIVERSITY OF TENNESSEE SOUTHERN • OFFICE OF RESIDENTIAL LIFE
ROOM AND BOARD AGREEMENT • 2021-2022 ACADEMIC YEAR

1. CONTRACT TERM AND CONDITIONS

- A. All students who live in student housing must pay a one-time, non-refundable \$150.00 application fee with their initial housing application. Returning residential students shall submit a housing application each school year but will not be required to pay an application fee after the initial fee. Furthermore, the University reserves the right to refuse an application for on-campus housing.
- B. The University's acceptance of the application or Agreement does not guarantee assignments to a particular type of accommodation or final admission to the University. Assignment is contingent upon final admission to the University.
- C. All Room and Board Agreements shall be limited to a maximum term of one (1) academic year. The term of any Agreement will include the total academic year, as defined by the current Academic Calendar including the fall and spring semesters within the academic year of the University, but shall not include any period between semesters, any holiday or vacation periods or summer period unless otherwise designated by the University. Assignment to or occupancy of residence hall room does not include vacation periods but will begin and end on the dates indicated above. Limited student housing may be available at an additional cost between semesters and must be approved by the Office of Residential Life. Students staying over holiday breaks will be charged the actual cost to the University of the student's overstay. This excludes the summer break and housing for athletes during holiday breaks.
- D. Room and roommate preferences are granted when possible. The Office of Residential Life assigns students who do not submit housing or roommate preferences based on the questionnaire completed by the student in her/his application. The University encourages educational, social, and cultural diversity within the on-campus residential environment. Therefore, room and roommate assignments are made without regard to age, color, disability, national origin, race, religion, sexual orientation, or veteran status.
- E. Students must occupy the residential unit assigned by the Office of Residential Life during the time period specified by the agreement. Any change in assignment must be approved by in writing the Office of Residential Life. The University reserves the right to make all assignments and to make any assignment changes considered advisable or necessary. Furthermore, the University reserves the right to move a student to another residential unit when it is in the best interest of the student, the residential community, or the University.
- F. Room changes will be made only with the approval of the Office of Residential Life. Room changes will not be considered until two weeks into the semester.
- G. When available, and at the student's request, a double-occupancy room may be occupied as a single at a higher rental rate for a particular semester.
- H. In the event any occupant of a multiple occupancy residential unit ceases to reside in the unit for any reason, the University shall have the right to reassign the room to other students on campus. The student will be sent a consolidation letter outlining two housing options (below). At no time will a student be permitted to live in a double-occupancy room without a roommate while paying a double-occupancy rate. If a student has not completed the consolidation within 10 business days of the initial notification, the student will automatically be upgraded to a single room (option 2).
 - 1) Consolidation [Students may choose to be moved into another double occupancy room or to be assigned a new roommate.]
 - 2) Single Room Upgrade [Students may choose to pay a higher rate to ensure that their room remains a single room for the remainder of the term.]
- I. Residential students are required to comply with any de-densifying efforts needed on campus due to COVID or other public health emergency, including, but not limited to, the relocation of all or some residential students to alternative housing. Relocation does not constitute a termination of a residential student's housing contract. In the event Residential Life must relocate students as part of a de-densifying strategy due to public health concerns for an extended period of time and alternative housing is not available, the University may offer reimbursement to impacted students which, in its discretion, it determines is fair, reasonable, and appropriate based on the information available at that time.
- J. The University shall not be liable for any damages or injuries to any students or to guests or invitees of students, resulting from any act or failure to act by the students or any accident occurring in or about the facility. Each student who occupies any residence unit agrees to indemnify and hold the University harmless from and against all claims, damages or causes of action whatsoever, asserted by any person arising out of or in any way connected with the use of the premises by the students.
- K. Residents are responsible for all charges incurred. Residents should refer to the Housing Handbook for a complete list.
- L. Periodic health and safety inspections are to be conducted by the Resident Directors and Resident Assistants to check for health and safety problems, adherence to campus safety regulations, and property damage. Residents are requested but not required to be in attendance during the inspections, and will be notified of the date for the housing inspections by email via University email address unless the inspection is in an emergency situation.
- M. Any students or other occupant of a residential unit who fails to comply with any terms or conditions of the agreement, or to make timely payment of all fees due or for damages caused to the premise, shall be liable to the University for all expenses, including collection costs and reasonable attorney's fees, incurred by the University in the enforcement or collection of the obligation involved.
- N. The terms of any Room and Board Agreement are not modified in any way by the verbal comments of a University employee or students. Any changes must be writing and signed by the authorized person of University and resident. (Notices regarding changes detailed in terms already outlined in this Room and Board Agreement will be communicated via the resident's University email account and will not require the approval or signature of the resident.)
- O. Safety concerns mandate that only certain electrical appliances are allowed in residential facilities. Students should refer to the Housing Handbook for a complete list.

2. CHECK-IN AND CHECK-OUT

- A. All students moving on campus must check in with a Residential Life staff member to receive their key. During the move in process, students will be offered an opportunity to comment on the condition of their room when they moved in. If the student fails to comment, Residential Life staff will assume the student agrees with the current condition of the room, and the student will be held responsible for additional damages.
- B. All students are expected to move out of campus housing immediately after their final exams unless they are involved in the graduation ceremony or official University functions. Such residents must check out by 5:00 pm on Graduation Day, unless they have prior written approval from the Office of Residential Life. Students in campus housing after closing will be charged the actual cost to the University of the student's overstay.
- C. Students moving out of University residential facilities must check out using the procedures described in the Housing Handbook.
- D. Failure to follow the prescribed check out procedures or turn in their keys at the end of residency will result in the resident being charged the actual cost to the University of the student's overstay.

3. RESIDENT RESPONSIBILITIES

- A. Students are bound to and responsible for knowledge of the rights and obligations outlined in the University Standards of Conduct (USC), the Student Handbook, and the Housing Handbook. Ignorance of the contents of these publications is not an excuse.
- B. The University does not maintain insurance on any personal property of students, and all personal property of students on the premises shall be at the sole risk of the students. Personal property remaining in student's residential unit prior to or subsequent to the period of the agreement will be disposed of by the University after 30 days. Students are encouraged to get renters' insurance.
- C. Students in residential halls or apartments are responsible for locking the door to their rooms when they are absent from the room or when they are sleeping.
- D. Students who compromise the safety of other residents will be subjected to disciplinary action. Examples of such behavior include but are not limited to, propping open exterior doors, intentionally allowing non-residents access to the building, failure to escort guests, duplicating and/or loaning keys, sealing windows or doors closed that would prevent entry in cases of emergency and damage to lock mechanisms or other security devices. (See Section 7.)
- E. All students who occupy any residential facility shall maintain the unit in the same condition as accepted at the commencement of the period of occupancy; and upon termination of such occupancy, shall surrender the premises in the same condition (ordinary wear and tear accepted). No students may make any alterations, additions, or improvements to student's residence unit without the written consent of the Office of Residential Life, including removal of University-issued furniture (including mattresses).

- F. Each student who occupies any residential facility agrees to pay the University, immediately upon demand, for any and all damages to the unit, including but not limited to damages to exterior or interior walls, ceilings, floors, windows, doors, locks, hardware, plumbing fixtures, cabinets, shrubbery, lawn, appliances, fixtures, and furnishings of the unit and its surrounding premises. Failure to pay the fees associated with the damages will result in termination of this agreement.
- G. Students in residential halls or apartments may be assessed on a pro-rata basis for damages in public areas or other common areas within or around the facility in which they reside, either by floor or area or by the entire facility, following a decision by the Office of Residential Life or other appropriate officials of the University. Students will be notified in advance of this mass assessment.
- H. All students shall fully respect the personal and property rights of all other persons and the University. The University will make every effort to see that these conditions are maintained by all members of its community.
- I. All residential students are prohibited from creating a health or safety hazard, and the University may require a resident to leave University housing if their continued presence in the housing community poses a health or safety risk for community members. Residential students are required to comply with health and safety laws, orders, regulations, and guidance adopted by the University as it relates to public health crises, including COVID-19, including before or upon arrival to campus. This may include, but is not limited to, social distancing, limitations on mass gatherings, wearing a face covering, diagnostic and surveillance testing, contact tracing, disinfection protocols, limitations on guests into residence halls, and quarantine/isolation requirements. Adherence to health and safety requirements applies to all residents, staff and visitors and extends to all aspects of residential life, including bedrooms, bathrooms, and all common spaces.
- J. At any time, the University may request or require a resident to leave University housing when that resident's continued presence in the housing community poses a health or safety risk for community members. Residential students are required to comply with requests from Residential Life to leave their assigned space due to COVID or other public health emergency and failure to do so may subject a student to emergency removal from their assigned space. Not all rooms or halls are appropriate for self-quarantine or self-isolation, for example, and in those situations where a student is recommended to self-quarantine or self-isolate, students may not be permitted to continue residing in their residential space and will be provided alternative housing arrangements as needed. Removal from University housing to isolate or quarantine does not constitute a termination of a residential student's housing contract.

4. CANCELLATION AND REFUND POLICIES

- A. Students are advised to review current University policy requiring students to live in University housing to determine eligibility to live off-campus. Students violating the University's Residential Requirement at any point during the terms of the Agreement will be charged as on campus residents at the lowest rate available.
- B. In the event any student or other occupant of a residential unit fails to comply with any terms or conditions of the agreement, including the timely payment of the Room and Board Fee, or with any rule, regulations or policy incorporated therein by reference, the University may declare the agreement terminated, and may enter and take possession of the premises after it has given notice to the students or other occupant to vacate the premises within twenty-four (24) hours.
- C. Cancellation by the University: Any student's residence hall agreement shall terminate at the discretion of the University in the event of any of the following:
 - 1) the premises or the unit are destroyed or, in the opinion of the University, unsuitable or unavailable for occupancy for any reason;
 - 2) the occupant thereof ceases to remain a student in good standing with the University during any regular academic term within the period of the agreement;
 - 3) the student or other occupant violates any covenant, term or condition of the agreement and any other rule or regulation incorporated into this agreement by reference; or
 - 4) the institution gives the student or other occupant written notice of termination at least thirty (30) days prior to the date when such termination will be effective.
- D. Upon reasonable notice, the University reserves the right to terminate housing contracts due to public health emergency needs, including COVID. In the event the University terminates housing contracts due to public health concerns, the University will offer fair and reasonable reimbursements for impacted students as appropriate and based on information available at that time.
- E. Cancellation by the Student:
 - 1) A student may be released from this residence hall agreement before the effective date of the housing agreement by submitting a written notification of cancellation to the Office of Residential Life, so long as the student has not checked into his/her room and it is prior to the first day of classes of the initial semester of the housing agreement, or by withdrawing from the University.
 - 2) A student may be released from this residence hall agreement after the effective date of the agreement by:
 - a) withdrawal or graduation from the University at the end of a semester;
 - b) dropping below full-time student status at the end of a semester, as defined by the current University catalog;
 - c) leaving the University at the end of a semester to participate in one of the University's academic internship programs;
 - d) an emergency release granted by the Vice Chancellor of Student Affairs or the Office of Residential Life.
- F. Refunds:
 - 1) Refund of the full advance payment will be made when one of the following conditions is met:
 - a) written cancellation is received by the Office of Residential Life before checking into the Residential facility;
 - b) the student is prevented from entering the University because of medical reasons confirmed in writing by a licensed physician;
 - c) residence hall space is not available.
 - 2) Refunds of payment rent will be prorated on a weekly calendar basis when the student is forced to withdraw from the residence hall after check in under one of the following conditions:
 - a) medical reasons confirmed in writing by a licensed physician;
 - b) at the request of the University for other than disciplinary reasons;
 - c) in case of death.
 - 3) Refunds of residence hall rent will follow the refund rates and schedule defined in the current University catalog when the student withdraws from the University after check in. Students withdrawing from the University have three (3) days after the date of withdrawal to vacate the premises and follow Check Out procedures. After this period, the University may enter and take possession of the premises.
- G. Cancellation of this agreement for any reason not addressed above or approved by the Vice Chancellor of Student Life from the start of the contract, AUGUST 21, 2021 (or before, as based on early move in dates approved by the Office of Residential Life), through the end of the contract, MAY 5, 2022, will result in the student will be responsible for paying 50% percent of the remaining balance of the yearly residential life charges.

I have read and agree to the terms of this contract/lease. I understand that by residing in University housing, I am assuming the risks associated with communal living and, as in any shared living environment, those risks include potential exposure to contagious viruses, including the coronavirus.

STUDENT NAME _____ STUDENT CELL PHONE # _____

STUDENT SIGNATURE _____ DATE _____

Parent/Guardian Signature (if student is under the age of 18) _____

Parent/Guardian Name _____ Date _____