

University of Tennessee, Knoxville
University Housing
Fall 2019/Spring 2020 Academic-Year Student Housing Agreement

This Academic-Year Student Housing Agreement (“Agreement”) is entered into by and between The University of Tennessee, on behalf of its Department of University Housing for its Knoxville Campus (“University”), and the student requesting academic-year housing (“Student”). In consideration for a residence for the period outlined in this Agreement (fall and spring 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 Room Selection Process 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 academic year. It is only in exceptional cases, as set forth herein, that the Agreement may be terminated or suspended at Student’s request.
- C. Student should notify the Department of University Housing (“University Housing”) via email at housing@utk.edu if Student no longer plans to be enrolled the University. Student should include his/her name, address, and student identification number in the email.

II. RENTED PREMISES

- A. Upon proper execution of the Agreement, and in accordance with the terms and conditions set forth herein, the University will rent to Student, and Student will rent from the University, rental space which consists of the exclusive use and occupancy of the bedroom assigned to the Student (or Students, in shared bedrooms) and the shared use and occupancy of the kitchen and/or living/dining area (as applicable) with other Students of the assigned housing, located on the campus of the University of Tennessee, Knoxville (or its designated overflow location) (the “Community”). The premises rented to Student are referred to herein as the "Rented Premises."

III. ELIGIBILITY:

- A. Residents of the University student housing must be admitted students and currently enrolled and registered for classes at the University. Exception to the enrollment requirement may be requested for students engaged in University authorized co-op experience, student teaching, and internships within commuting range of the University.
- B. Acceptance of this Agreement by the University does not constitute a commitment of admission to the University.

IV. First Year Student Residence Requirement

- A. The University requires that all single First Year (coded by the University as First Time In College) students who do not commute from the primary home of a parent or legal guardian within a designated radius must live in University residence halls.
- B. Students who plan to commute from their parent or legal guardian's primary home must file a commuter request form with University Housing.

V. PERIOD OF AGREEMENT:

- A. This Agreement, unless otherwise stated herein, is for fall and spring 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 acceptance of the Agreement and terminates at noon on the day following the last day of classes for the Spring semester. University will notify Student by letter or email to Student's UTK email account of the first date on which Student will be granted access to the Rented Premises each semester. Student shall vacate the Rented Premises within 24 hours after his/her last class or examination each semester; however, if Student is a graduating senior, Student shall vacate the Rented Premises by the date and time designated by University Housing.
- C. All residence halls are closed between academic terms during semester breaks, except in halls where students are otherwise notified of break access at the discretion of the University. Student may leave personal belongings in the Rented Premises during these periods.

VI. HOUSING FEES:

- A. Room Fees
 - i. In addition to the housing pre-payment described in Section VI (A) of this Agreement, Student must pay residence hall room fees according to a schedule of rates set each academic year by the University. Residence hall room fee rates for each academic year are subject to approval by the Board of Trustees. Proposed residence hall room fee rates may be accessed via the web at <http://housing.utk.edu/>.
 - ii. Full payment of Student's residence hall room fees is not required at the time of accepting this Agreement. The charges for Student's residence hall will be added to Student's VolXpress account and are payable when all other University fees are due.
 - iii. Student's electronic acceptance of the Online Room Clearance Form on the day of check-in establishes the acceptance of the condition of the Rented Premises and contents at the time of occupancy and, therefore, becomes the standard for the condition of the Rented Premises at the termination of occupancy. Student is liable for the condition of the Rented Premises 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/floor may also be required to share in the expense of repair or replacement of any property or cleaning in areas commonly used by the students. 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.

- iv. 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 VolXpress account to cover the replacement of said property.

B. Increases in Housing Fees

- i. University may increase the current room fee and/or board rates found at <http://housing.utk.edu> at or prior to fall semester registration, but no such increase shall exceed ten (10) percent of the projected rate per term.
- ii. Any increase deemed necessary by University will be implemented prior to fall semester and be effective for fall and spring semesters.

VII. TERMINATION OF HOUSING CONTRACT

- A. During the term of the Agreement, Student may submit a written request to University Housing to terminate the Agreement. The determination of whether to grant Student's request for termination of the Agreement is within the sole discretion of the University Housing Release Appeals Committee and such a request will be approved only in exceptional cases. Questions regarding the appeals process should be directed to Housing Assignments staff. Student agrees to accept the decision of the Housing Release Appeals Committee.
- B. If the University approves Student's written request for termination of the Agreement, Student may receive a refund of housing fees as set forth in this Agreement.
- C. The Agreement may be terminated by University 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 the university;
 - ii. if space is not available in any residence hall or temporary residence hall;
 - iii. if Student fails to comply with the terms and conditions of the Agreement;
 - or
 - iv. if Student violates University Standards of Conduct (<http://studentconduct.utk.edu>) or Residence Hall Regulations (<http://housing.utk.edu/students/rights-responsibilities/>), 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.
- D. 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.

- E. Termination of the Agreement by University may result in the eviction of Student upon five (5) calendar days' 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 be evicted upon twenty-four (24) hours' notice.
- F. Within five (5) calendar days of termination the Agreement for any reason, except for eviction as set forth in VI (E), Student must officially check out of the residence hall.

VIII. SUSPENSION OF AGREEMENT

- A. The Agreement may be suspended by the University for any full academic terms 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 residence hall room for Student returning to University Housing from such programs.

IX. REFUNDS OF HOUSING FEES

- A. University will adhere to the following schedule for the refunding of housing fees in the event Student officially withdraws from the University or is released by University from the Agreement during an academic term, regardless of reason:

If release, withdrawal, check-out, occurs, then the percentage of total fees refunded will be:

- a. from opening day through the day prior to the first day of classes: 100% -
 - b. from the first day of classes through the first seven calendar days of the term: 90% -
 - c. between 8-14 calendar days into term: 80% -
 - d. between 15-21 calendar days into term: 60% -
 - e. between 22-28 calendar days into term: 40% -
 - f. 29 or more calendar days into term: No Refund
- B. The effective date for any housing service refund will be the date that Student officially checks out of his/her residence hall, is released from the Agreement, or withdraws from the university, whichever occurs later.
 - C. A Student who withdraws for the full spring term must notify University Housing in writing, and remove all personal property from the Rented Premises, no later than 5 business days prior to official first day of classes as designated in the Academic Calendar. Student who fails to provide such notification will be charged 10% of the spring housing charges.

X. 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 residence halls. University will be mindful in establishing a process that it determines to be fair in assigning space, but may deviate from that process at its discretion. In most cases, the date that the Student Confirmation Fee is paid to the University will be used in determining priority of assignment.
- B. The Rented Premises shall be occupied only by the person(s) assigned to it by University 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 residence hall room, suite bedroom, or apartment bedroom shall not exceed the number of beds provided by University Housing in that space.
- D. University 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:** University Housing shall provide Student with a space in a residence hall facility on campus based on availability. This Agreement shall not give Student a right to any specific space, building, roommate or type of accommodation by this Agreement. In the event that no space is available on the campus, the University may terminate the agreement in accordance with the procedures outline in Section VII (E).
- F. **Right of Entry:**
 - a. **Safety/Maintenance Inspection.** University officials may enter the Rented Premises to conduct a safety/maintenance inspection of the health and safety conditions in the Rented Premises, to perform maintenance and repairs, to take inventory, and/or to perform cleaning and janitorial operations. University officials will provide advance notice to the Student prior to performing a safety/maintenance inspection of the Rented Premises.
 - b. **Search Inspection.** University officials may enter the Rented Premises, without advance notice to the Resident, to conduct a search inspection for the purpose of inspecting whether violations of University policies, rules, and regulations are occurring or have occurred inside the Rented Premises. A search inspection must be authorized in writing by the Executive Director of University Housing before University officials may conduct a search inspection. The Executive Director of University Housing may authorize a search inspection only upon reasonable suspicion that University policies, rules, or regulations have been or are being violated inside the Rented Premises.

- c. **Emergency Inspection.** In an emergency situation, University officials may enter the Rented Premises to conduct an emergency inspection, without advance notice to the Student and without prior authorization from the Executive Director of University Housing, if the University officials reasonably believe that the delay from obtaining prior written authorization from the Executive Director of University Housing would pose a significant risk of substantial harm to persons, property, or the Rented Premises.
- G. **Room or Apartment Changes:** A room change may not be made without written approval from University Housing and is predicated upon the space available, date and time of request, and the grounds and need for the transfer.
- H. **Cleanliness:** Student agrees to maintain the Rented Premises in a clean and sanitary condition and to return the Rented Premises back to University Housing in the same condition, including general cleanliness, as it was at the beginning of the term of occupancy, ordinary wear and tear excepted.

XI. GENERAL PROCEDURES AND POLICIES

- A. University shall 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.
- B. Student is responsible for the Rented Premises assigned and shall reimburse University for all damages within or to the Rented Premises. 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.
- C. In the event that the Rented Premises 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.
- D. After execution of the Agreement, a change in residence hall assignment, rental rate, requires a written amendment to the Agreement.
- E. While this Agreement is in effect, Student will be required to meet all financial obligations of the Agreement. It is Student's responsibility to pay room and board charges at registration (or within seven (7) calendar days after the effective date of assignment) in order to avoid the late payment charge.
- F. This Agreement may not be assigned or transferred and the Rented Premises assigned to Student may not be sublet. It is for space in the university residence halls as indicated. No additional individuals are permitted to reside in the Rented Premises.
- G. If Student's conduct is such that no one wishes to room with that individual, Student will be billed the double as a buyout 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. The double as a single arrangement is for the contract period and is subject to renewal based upon available space.
- J. Students housed in University residence halls benefit from automatic membership in the residential associations. The membership fee for these associations is \$8.50 per semester. University Housing collects this fee on behalf of the associations and it is already included in your room rate. You may decline membership by emailing: housing@utk.edu listing your student ID with Decline Membership as the Subject. If you decline membership, the \$8.50 per semester fee included in your room rate will be refunded; however, you will not be permitted to participate in any of the association activities or use any of the services offered by the associations.

I understand that acceptance of this Agreement means:

- I am legally bound to the Academic-Year Student Housing Agreement for the Fall 2019 and Spring 2020 semesters.
- The Agreement may only be cancelled according to the terms found herein and only in exceptional circumstances. I agree to accept the decision of the Housing Release Appeals Committee.
- The Housing Prepayment Fee will not be refunded, even if I do not attend classes at the University during the contract period.
- 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 (<http://studentconduct.utk.edu>) or Residence Hall Regulations (<http://housing.utk.edu/students/rights-responsibilities/>), 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.

I HAVE READ AND UNDERSTAND THIS AGREEMENT. BY SELECTING THE "I AGREE" BUTTON BELOW, I AM AGREEING TO THE TERMS AND CONDITION OF THE UNIVERSITY'S ACADEMIC-YEAR STUDENT HOUSING AGREEMENT AND SHALL ABIDE BY ALL OF ITS REQUIREMENTS, TERMS, AND CONDITIONS.