

The University of Tennessee, on behalf of its Martin Campus Office of Housing
Standard Academic-Year Housing Agreement
Fall 2024 / Spring 2025

For the purposes of this Agreement, "Standard Academic-Year Housing" shall refer to housing provided by the University to the Student for the duration of the fall and spring terms of the University's academic calendar.

In consideration of the University providing the Student with housing for the aforementioned term, the Student agrees to abide by the terms and conditions stipulated in this Agreement. Additional rules and regulations are found in the Student Handbook, the Office of Housing website, other University publications, and on official bulletin boards. Student is expected to abide by all University rules, regulations and policies, as well as all federal, state and local laws.

This Agreement also includes provisions for the resolution of any disputes arising from this Agreement, the termination of the Agreement, and consequences in the event of a breach of the Agreement by either party.

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. By providing an electronic signature on this Agreement online, or in the case of a Student who is under 18 years of age, the electronic signature of their parent or legal guardian, the Student consents to be bound by the terms and conditions outlined in this Agreement. This Agreement is a legally binding contract, and the Student will be obligated to fulfill the Agreement's terms for the entire academic year. Exceptions, where this Agreement may be terminated or suspended, are detailed in a subsequent section herein.
- c. If the Student plans to discontinue enrollment at the University prior to checking into their assigned space, they should initiate the application cancellation process. To qualify for a housing deposit refund, the application cancellation process must be completed by the Student prior to the following dates:
 - i. July 1st if applying for fall term
 - ii. December 1st if applying for spring term

II. ELIGIBILITY

- a. Only students who have been formally admitted to the University and are currently enrolled in and registered for classes at the University are eligible to reside in the University's student housing.
- b. The University's acceptance of this Agreement does not represent or guarantee the Student's admission to the University.

III. FIRST YEAR RESIDENCY REQUIREMENT

- a. All students admitted to the university as first-time students are required to sign an academic year lease and reside in an on-campus residence.

- b. Transfer students and individuals who will reach the age of 21 prior to the first day of classes of their first term of enrollment are automatically exempt from the live-on requirement and may choose not to reside in the residence halls.
- c. Students may apply for an exception if they: (i) reside in the principal residence of a parent or legal guardian within the Tennessee counties of Weakley, Henry, Carroll, Gibson, and Obion, as well as the Kentucky counties of Fulton, Hickman, and Graves; or (ii) have a compelling individual circumstance.
 - i. To be considered for this exemption, students must submit an exemption application along with supporting documentation.
 - ii. Students seeking an exemption to the live-on requirement must contact the Office of Housing at 731-881-7737 or houseme@utm.edu to initiate the live-on requirement exemption review process.
 - iii. The exemption process is not eligible for students once they have checked into their housing assignment for the academic year.

IV. TERM OF AGREEMENT

- a. Unless otherwise stated herein, this Agreement covers both fall and spring academic terms. Students who withdraw from the University but later re-enroll within the time period covered by this Agreement may, at the University's discretion, have their housing charges reinstated.
- b. The term of this Agreement commences immediately upon the Student's check-in and ends immediately upon the Student's check-out at the conclusion of the academic year. The University will inform the Student, via the Student's official UTM email account, of the first date each semester when they can access their assigned room. The Student must vacate the assigned room by 5:00PM on the day of spring term commencement.
- c. Specific student housing facilities may be closed during semester break between the fall and spring academic terms. During these periods, the Student is permitted to leave personal belongings in their assigned room. The Student can apply for housing during these breaks, and break housing assignments will be provided at the discretion of the University.

V. HOUSING FEES

- a. Room Fees
 - i. The Student is required to pay a refundable deposit of \$50 before the Housing Application can be processed. This deposit is transferable from one academic year to the next. Should the Student decide not to reapply for the following academic year, the deposit will be refunded after spring commencement, minus any applicable damage charges.
 - ii. Beyond the housing deposit described in Section V(a)i of this Agreement, the Student is responsible for paying housing room fees as per a schedule of rates determined each academic year by the University. These rates are subject to approval by the Board of Trustees. The proposed student housing room fee rates can be accessed online at utm.edu/housing/.
 - iii. The Student is not required to make a full payment of housing room fees 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 and payment is due according to the BURSAR payment deadlines that can be accessed online at utm.edu/bursar.

- iv. Completion of the Room Inspection Form by the Student within forty-eight (48) hours of the date of check-in serves as an acknowledgement of the condition of the apartment/room and its contents at the time of occupancy, setting the standard for its condition at the termination of occupancy. The Student is accountable for the condition of assigned apartment/room furnishings and must compensate the University for any damage or loss to these accommodations and furnishings that exceeds ordinary wear and tear. Additionally, Students may be held jointly responsible for the repair, replacement, or cleaning expenses of any shared or common areas within an apartment/room. Charges will be assessed against the Student who agrees to pay such damages to the University upon demand. The method and scheduling of repair, as well as the determination of damage costs, are at the sole discretion of the Office of Housing.
 - v. Keys are property of the University and must be returned upon check-out. Failure to return keys will result in charges to the Student's account to cover the cost of key replacement.
- b. Increases in Housing Fees
- i. The University reserves the right to increase the current room fee and/or other rates listed at utm.edu/housing/ at or before the beginning of the fall semester.
 - ii. Any fee increase deemed necessary by the University will be applicable to both the fall and spring semesters.

VI. TERMINATION OF AGREEMENT

- a. The University reserves the right to terminate this Agreement at its sole discretion under the following circumstances:
 - i. Upon the Student's completion of graduation requirements.
 - ii. If there is no available space in any of the University's student housing or temporary student housing facilities.
 - iii. If the Student fails to comply with the terms and conditions outlined in this Agreement.
 - iv. If the Student violates the [University's Standards of Conduct](#), the [Housing Handbook policies](#), any other University rules, policies or regulations, or any federal, state and local laws, including but not limited to those of Parking Services and Information Technology, all of which are incorporated into this Agreement by reference.
- b. As an alternative to terminating this Agreement, the University reserves the right to reassign the Student to a different location, restrict the Student's access to specific housing areas or units, and/or limit the Student's privileges typically granted to residents of University-owned student housing.
- c. If the University terminates this Agreement, it may result in the eviction of the Student with a forty-eight (48) hours' notice. However, if the University

determines that the Student's continued residency poses a risk to the life, health, or general well-being of themselves or other members of the residential community, a shorter notice period may be given, up to and including immediate eviction.

VII. SUSPENSION OF AGREEMENT

- a. The University reserves the right to suspend this Agreement, at its sole discretion, for any full academic terms during the term of the Agreement if the Student withdraws from the University or if the Student is required to reside elsewhere in order to fulfill components of their academic program, such as cooperative education, student teaching, internships, or study abroad programs.
 - i. Student may request suspension of this Agreement by contacting the Office of Housing at 731-881-7737 or houseme@utm.edu, and the University will consider such request at its sole discretion.
- b. The University does not guarantee that a returning Student, who had to live elsewhere to complete specific components of their academic program, will be reassigned to the same student housing room they occupied prior to their departure.

VIII. REFUNDS OF HOUSING FEES

- a. The University will issue a prorated refund of housing fees, in the event that the Student officially withdraws from the University or is released from the Agreement by the University, through October 1 of the fall term and March 1 of the spring term. After these term deadlines, no refunds of housing fees will be issued. Refunds are calculated based on the initially assessed housing fees, not the amount actually paid by the Student. Furthermore, the Student will forfeit their housing deposit.
- b. The effective date for any housing fee refund will be the later of the following dates: the date when the Student officially checks out of their residence hall, the date when the Student is released from the Agreement, or the date when the Student withdraws from the University.

IX. ASSIGNMENT AND USE OF SPACE

- a. While the University makes every effort to accommodate students' housing preferences, it reserves the right to assign student housing at its sole discretion. Generally, the priority of assignment is determined by the date of deposit payment and the students' admission classification. However, the University may deviate from this process as necessary. A notable exception to this is during the spring term, when both returning and incoming students are given the opportunity to participate in a self-assignment process.
- b. The rented premises should be occupied solely by the person(s) assigned to them by University Housing.
- c. Room occupancy limits, in accordance with fire safety codes, are strictly adhered to. Maximum occupancy corresponds to the number of beds noted on the room inventory. The number of occupants in a residence hall room, suite bedroom, or apartment bedroom must not exceed the number of beds provided by Housing.

- d. For purposes of consolidation, disciplinary action, facility failure, or other unforeseen or extraordinary circumstances, Housing reserves the right to relocate residents.
- e. Right of Occupancy: Subject to availability, Housing will provide the Student with a space in a residence hall on campus. This Agreement does not guarantee the Student a specific space, building, roommate, or type of accommodation. If no space is available on campus, the University may terminate the agreement following the procedures outlined in Section VI.
- f. Right of Entry:
 - i. Safety/Maintenance Inspection: For purposes of inspecting health and safety conditions, performing maintenance and repairs, taking inventory, or conducting cleaning and janitorial operations, University officials may enter the Rented Premises. Advance notice will be provided to the Student before any health and safety inspection.
 - ii. Search Inspection: Without prior notice to the Resident, University officials may conduct a search inspection if there is reasonable suspicion of violations of University policies, rules, or regulations within the Rented Premises. Authorization must be obtained from a professional staff member and noted in the occurrence report.
 - iii. Emergency Inspection: If there is a reasonable belief that delay could pose a significant risk of substantial harm to persons, property, or the Rented Premises, University officials may conduct an emergency inspection without advance notice or prior authorization.
- g. Room or Apartment Changes: Without written approval from Housing, no room change may occur. Such approval is contingent upon space availability, the date and time of request, and the need and justification for the transfer.
- h. Cleanliness: The Student agrees to maintain the Rented Premises in a clean, sanitary condition and to return the premises in the same condition as at the start of occupancy, excluding ordinary wear and tear.

X. GENERAL PROCEDURES AND POLICIES

- a. This Agreement should be interpreted and applied in accordance with the University's Student Housing Rule, Chapter 1720-01-13, as amended from time to time and available online at <http://publications.tnsosfiles.com/rules/1720/1720-01/1720-01-13.20170801.pdf>. If there is any inconsistency between this Agreement and the University's Student Housing Rule, the latter will prevail.
- b. The University holds no legal obligation to compensate for the loss or damage to the Student's personal property occurring in University buildings or on University property at any point during or after the Agreement period. It is recommended that the Student or parents carry suitable insurance to cover such losses.
- c. The Student assumes responsibility for their assigned accommodations and must compensate the University for any damages incurred. Charges for damages or necessary cleaning will be assessed to the Student or students by the University and must be promptly paid. A delay in payment may result in a hold on the Student's registration, graduation, and/or transcript.
- d. If the Student's assigned accommodations are destroyed or made unavailable and the University does not provide alternative accommodations, the Agreement will

be terminated. All payments previously made by the Student will be refunded on a prorated basis for the period during which the accommodations were unavailable.

- e. While this Agreement is in effect, the Student is required to fulfill all financial obligations. Room fees must be paid at the start of the semester or a payment plan must be arranged with the Bursar's Office to avoid late fees.
- f. This Agreement may not be assigned, transferred, or sublet. The room is intended for the occupancy of the Student only and no additional individuals are allowed to reside therein.
- g. Non-occupancy of an assigned space does not absolve the Student from the Agreement.
- h. When space allows, double occupancy rooms may be rented as single occupancy rooms on a first-come, first-served basis, at a rate higher than the regular double-room rate. This arrangement is subject to renewal based on availability.
- i. The possession and/or consumption of alcoholic beverages, illegal drugs, or paraphernalia is prohibited in student housing. Violation of this policy may lead to the termination of this Agreement by the University. If the Student is under 21, the University is required by State law to notify parents/legal guardians of such violations.
- j. The University is a Smoke-Free Campus. Smoking is prohibited on all campus property, including inside buildings, outdoor grounds, and personal vehicles. Electronic cigarettes are included in the Smoke-Free Campus policy.
- k. Students are not allowed to keep pets in their rooms, nor are they allowed to have pets visit their rooms, with the exception of fish kept in a tank of no more than 25 gallons and service animals as defined by the Americans with Disabilities Act and approved and registered emotional support animals.
- l. Students may host overnight guests of the same sex only after making prior arrangements with roommates and suitemates. Any minors of the same sex that will be overnight guest require approval from the Hall Director. Approved overnight guests are limited to three nights in a one-week period. Different types of visitation options are available, depending on the Hall:
 - i. Type I Visitation - No visitation of the opposite sex. Available only in Ellington Hall upon request from Student.
 - ii. Type II Visitation - Opposite sex visitation allowed from noon to midnight Sunday to Thursday, and from noon to 2am on Fridays and Saturdays. Available in Ellington, Browning, and Cooper Hall.
 - iii. Type III Visitation- For Arnold Pryor Place and Conner Community only. Opposite sex visitation allowed 24/7. Overnight guest policies apply and cohabitation is not permitted.

I ACKNOWLEDGE THAT I HAVE CAREFULLY READ AND UNDERSTOOD THE CONTENTS OF THIS AGREEMENT. BY CLICKING THE "I Agree" BUTTON BELOW, I AM SIGNIFYING MY ASSENT TO THE TERMS, REQUIREMENTS, AND CONDITIONS SET FORTH IN THE UNIVERSITY'S STANDARD ACADEMIC-YEAR STUDENT HOUSING AGREEMENT, AND I COMMIT TO ADHERING TO THEM IN FULL.