

UTC Housing and Residence Life Contract 2020-2021

Terminology

- **Housing Defined:** "Housing" shall be:
 - *Location:* North or South Campus (or a temporary overflow location)
 - *Building:* Bed, and Unit to be assigned by UTC Housing and Residence Life
- **Commencement Date Defined:** "Commencement Date" shall be: 8/10/20 at 8 AM
- **Expiration Date Defined:** "Expiration Date", Contract End Date shall be: 4/28/21 at 12 PM
- **Winter Break:** In addition, residence halls close for approximately four (4) weeks during winter break, and Residents are not permitted entry during that time.
 - **Closed for Winter Break: December 9th at 12pm (noon) to January 2 at 8am**
- **Resident Defined:** "Resident" shall be the student submitting the housing application.
- **University Defined:** "University" shall be: University of Tennessee at Chattanooga Department of Housing and Residence Life
- **Landlord Defined:** "Landlord" shall be: University Department of Housing and Residence Life
- **Rent Defined:** "Rent" shall be due and Payable on the dates shown in the following "Payment Schedule"
- **University Official Defined:** "University official" shall mean an employee of the University when acting in the course and scope his or her employment duties.

Payments/ Rates: Proposed Rates for Fall 2020 and Spring 2021

Decosimo	4 Bedroom 2 Bath (Private Room)	\$3,672
Stophel	4 Bedroom 2 Bath (Private Room)	\$3,672
Walker	4 Bedroom 2 Bath (Private Room)	\$3,672
UCF	4 Bedroom 2 Bath (Private Room)	\$3,672
Boling	4 Bedroom 1 Bath (Private Room)	\$3,060
J.O.	4 Bedroom 1 Bath (Private Room)	\$3,060
Decosimo	3 Bedroom 2 Bath (Private Room/bath)	\$4,080
Decosimo	3 Bedroom 2 Bath (Shared)	\$3,672
Guerry	3 Bedroom 2 Bath (Private Room)	\$3,672
Guerry	3 Bedroom 2 Bath (Shared Room)	\$3,264
Boling	3 Bedroom 1 Bath (Private Room)	\$3,264
J.O.	3 Bedroom 1 Bath (Private Room)	\$3,264
Guerry	2 Bedroom 1 Bath (Private Room)	\$3,468
Guerry	2 Bedroom 1 Bath (Shared Room)	\$3,060
Stophel	2 Bedroom 1 Bath (Private Room)	\$4,080
Lockmiller	2 Bedroom 1 Bath (Private Room)	\$3,468
Lockmiller	2 Bedroom 1 Bath (Shared Room)	\$2,652
UCF	2 Bedroom 2 Bath (Full Bed, Shared Room)	\$3,264
West Campus	2 bedroom 2 bath for 4 residents	\$3,800
West Campus	2 bedroom 1 bath for 4 residents w/living area	\$3,800
Decosimo	1 Bedroom 1 Bath (Private Room)	\$4,386
Stagmaier	1 bedroom Suite Style Bath (Private)	\$3,060
Decosimo	1 Bedroom 1 Bath (Shared Room)	\$3,264
Stagmaier	1 Bedroom Suite Style Bath (Shared)	\$2,448
West Campus	1 bedroom 1 bath for 2 residents	\$4,000

Fall 2020 payments are due August 2020, per the University Bursar's Office
 Spring 2021 payments are due December 2020, per the University Bursar's Office

Terms and Conditions

This Housing Contract is made and entered into by and between the "Landlord" and "Resident" under guidelines established by the "University" on the "Commencement Date" on which Resident agrees to the terms and conditions of this Housing Contract.

1. **LEASED PREMISES:** Landlord leases to Resident, and Resident leases from Landlord, rental space which consists of the exclusive use and occupancy of the bedroom (the "Bedroom") assigned to the Resident (or Residents, in shared bedrooms) and the shared use and occupancy of the kitchen and/or living/dining area (as applicable) with other Residents (the "Roommates") of the assigned housing (the "Housing"), located on the campus of the University of Tennessee at Chattanooga (or its designated overflow location) (the "Community"). The premises leased to Resident are referred to herein as the "**Leased Premises**."
2. **FAIR HOUSING:** Landlord does not discriminate with regard to race, color, religion, or national origin in the assignment of space.
3. **RESERVATION FEE (pre-payment):** Prospective resident must remit a four hundred dollars (\$400) pre-payment to retain a room assignment. The \$400 pre-payment will be deducted from the full balance of the rent owed for the room. The prepayment is due within 4 days of receiving an assignment, unless extended by Housing and Residence Life. The remaining balance will be assessed at the time other University charges are billed, typically the second week of July for the fall semester and early December for the spring semester, and will appear on Resident's MOCs Express statement. **The pre-payment may be refundable in full if the Resident's notice of cancellation is received prior to May 1. If the Resident's notice of cancellation is received on or after May 1 and prior to June 1, Resident will be refunded 50% of the pre-payment. If the Resident's notice of cancellation is received on or after June 1, Resident will not be entitled to a refund of any portion of the pre-payment.** Failure by Resident to pay University fees (including housing fees) or confirm attendance at the University will result in classes being dropped and potentially a late fee.
4. **RENT:** Each semester it is the Resident's responsibility to pay Resident's housing fees in full according to the University Bursar's Office payment schedule (usually mid-August for the fall semester and mid-December for the spring semester). Arrangements for special payment schedules must be made with the University Bursar's Office. If the fee is not on Resident's My MocsNet statement, then the Resident is responsible for advising the University Bursar's Office of the oversight at that time. Failure to pay fees or confirm attendance at the University will result in a late fee.
5. **DATES:** This contract is intended for occupancy during fall and spring semester. Any resident needing accommodations over Winter Break must make a request to Housing and Residence Life and plan to change rooms to a centralized location on campus. If approved, an additional housing fee will be assessed for this period. Any residents that do not stay for the break will be required to turn in their room key and have their card access turned off for the break period.
6. **OCCUPANCY DATES:** Residents are expected to take occupancy of their assigned rooms by the first day of classes. Unless official notification of a variation is received, the Landlord reserves the rights to reassign spaces not claimed by that time and charge/forfeit the prepayment.
7. **CANCELLATION (Resident):** Housing facilities are rented for the academic year beginning on the Commencement Date and ending on the Expiration Date. No Resident may withdraw from their housing except in a case of extreme necessity and approved by the University. Cancellation of registration or academic suspension does not automatically release the Resident from the contract. Subletting by the Resident is not permitted. Residents should submit their request to be released from their academic year housing contract by completing the online "Housing Cancellation" form located through their Manage My Housing account. Residents who are approved to be released from their housing contract will be subject to a fee in accordance with the cancellation this could be a full-term fee, one-month fee, or no fee, review website for details.
8. **CANCELLATION (University):** The University may cancel the contract if Resident fails to meet the full terms and conditions stated herein or violates University and/or residence hall rules and regulations as stated in the Student Handbook, which are incorporated into this contract by reference as if set forth fully herein.
9. **DINING MEMBERSHIP:** The University requires all freshmen and sophomores (0 – 59 semester hours) living on campus to purchase a University meal plan. The meal plan rate is subject to change (additional

information is available on the Dining Services website), and the charge will be assessed to applicable Residents. Upgrades to dining plans can be made once the meal plan begins through the MOCS Card Office.

10. **ROOM CHANGES:** Prior to moving to campus, Landlord reserves the right to make any changes in the accommodations it deems proper or necessary. Once on campus, Resident may submit a Request for Room Change. Requests made require a meeting with the Resident Director to establish the need for a room change. If the request is granted, a room change fee may be assessed. Room changes are contingent upon room availability.
11. **VISITATION:** When reserving a room in housing, Resident must agree to a visitation policy governing when members of the opposite sex may or may not visit. Resident acting as a host may have an individual overnight guest of the same gender provided permission is secured at least one (1) day in advance from the Resident Director. Guests are not permitted unless the host is present. Guests are subject to the rules and policies of the University and visits are limited to no more than three (3) days. Hosts are responsible for the actions of their guest(s). Overnight visiting by members of the opposite sex is not allowed.
12. **ENROLLMENT REQUIREMENTS:** All Residents must be enrolled as full-time students unless exempted by the Department of Housing and Residence Life. Residents with fewer than twelve (12) hours will not be released from their obligations under this agreement without a monetary penalty being assessed. If Resident ceases to be enrolled at the University during the term of this agreement, then he/she will be required to vacate the leased premises within twenty-four (24) hours of withdrawal from the University and will not be released from his/her obligations under this agreement without a monetary penalty being assessed.
13. **RESIDENCY REQUIREMENTS:** All first year freshmen are required to live on campus. Students may apply for an exception if they: (i) live within a 45-mile radius of the University campus; (ii) are married and/or have a child(ren); or (iii) have medical condition preventing them from living in a campus environment.
14. **MENINGOCOCCAL MENINGITIS VACCINATION REQUIREMENT:** New incoming students, who are less than 21 years of age, who will be residing in on campus housing, must have documentation of a dose of conjugate vaccine at greater than or equal to 16 years of age.
15. **CONSOLIDATION:** Landlord reserves the right to make any changes in the accommodations it deems proper or necessary. Apartments are to be occupied by no more than the maximum allowable number of Residents. In case one of the Resident's roommates moves, the Resident(s) who remains agrees to accept an assigned roommate(s) or to move to another room upon request. When available, a Resident may request a double room to be occupied privately at a higher rate. It may also be necessary to consolidate prior to the commencement date and/or after the commencement date, should there be a need for space. This determination is made exclusively by the Department of Housing and Residence Life. Consolidations may occur at any time for any reason deemed necessary by Department of Housing and Residence Life.
16. **CARE OF ROOM:** The Resident agrees to care for his/her own room/apartment daily. Double-sided foam tape, nails, contact paper, etc. are not to be used on the walls and furniture. Lofting beds are not permitted. Staff members perform monthly health and safety inspections of rooms/apartments. Also, the Resident agrees to exercise reasonable care in the use of the common areas and non-public facilities.
17. **REPAIRS:** All repairs to the premises are to be made only by personnel authorized by the Landlord. Repairs to the premises, including non-public common areas, that are necessitated by willful acts, negligence or accidents by the Resident will be charged to the Resident and are to be paid upon presentation of a bill by the Landlord by the date specified. Loss or damage caused by failure to report a malfunction of equipment or other needed repair will be the Resident's responsibility.
18. **CHECK-OUT:** Residents must check-out within twenty-four (24) hours of their last final exam, or by the expiration date, whichever comes first. The Residents, collectively and individually, will be held liable for any damages and cleaning services that are necessary before renting the facility to another party. Provision is made for a checkout evaluation upon move out with Landlord's staff. Failure to execute a proper checkout with Landlord's staff will result in assessment of administrative costs and will limit the Resident's recourse to paying the damage and/or cleaning fees determined appropriate by the Landlord's staff. For substantial items left behind after check-out, the University reserves the right to sell, donate, or otherwise dispose of any personal property after thirty (30) days. In addition, Resident should complete a Winter Break check-out with a Housing staff member in December, before the residence halls close for break.

19. **INSURANCE:** The Landlord and University are not responsible for damage to or disappearance of personal possessions of the Resident under any circumstances. IN CASE OF FIRE OR OTHER DAMAGES OR LOSSES, THE UNIVERSITY DOES NOT INSURE RESIDENTS' PERSONAL POSSESSIONS. RESIDENTS ARE STRONGLY ADVISED TO INSURE THEIR OWN POSSESSIONS.
20. **SMOKING POLICY:** The University provides a smoke-free environment. Smoking is NOT allowed inside any residence hall building.
21. **RIGHT OF ENTRY BY UNIVERSITY OFFICIALS:** By signing this Housing Contract, the Resident expressly consents to allowing University officials to enter the Leased Premises during the term of the Housing Contract under the conditions provided under this Section 20.
- (1) Safety/Maintenance Inspection. University officials may enter the Leased Premises to conduct a safety/maintenance inspection of the health and safety conditions in the Leased Premises, to perform maintenance and repairs, and/or to perform cleaning and janitorial operations. University officials will provide advance notice to the Resident prior to performing a safety/maintenance inspection of the Leased Premises.
- (2) Search Inspection. University officials may enter the Leased 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 Leased Premises. A search inspection must be authorized in writing by the Vice Chancellor for Student Affairs before University officials may conduct a search inspection. The Vice Chancellor for Student Affairs may authorize a search inspection only upon reasonable suspicion that University policies, rules, or regulations have been or are being violated inside the Leased Premises.
- (3) Emergency Inspection. In an emergency situation, University officials may enter the Leased Premises to conduct an emergency inspection, without advance notice to the Resident and without prior authorization from the Vice Chancellor for Student Affairs, if the University officials reasonably believe that the delay from obtaining prior written authorization from the Vice Chancellor for Student Affairs would pose a significant risk of substantial harm to persons, property, or the Leased Premises.
22. **QUIET HOURS:** Quiet hours have been established in each apartment complex. The following hours are in effect seven days a week: 10pm - 7am.
23. **DRUGS OR NARCOTICS:** Use, possession, or being under the influence of marijuana or any narcotic, stimulant or hallucinogenic drug in violation of State or Federal law is prohibited while on University-owned or University-controlled property. Such a violation will represent grounds for termination of this contract.
24. **GAMBLING, ALCOHOL, WEAPONS, FIREWORKS, GRILLS & ANIMALS:** Gambling, the use or possession of alcoholic beverages, visitation other than specified in the housing option (noted in the Student Handbook), the use or possession of firearms or fireworks, the use of charcoal or gas grills (unless provided by the University), and the housing of cats, dogs, or other animals are prohibited, with the exception of fish in a 10-gallon aquarium, ADA service animals, or approved emotional support animals, violate this contract and are subject to disciplinary action, including dismissal from University housing.
25. **UNIVERSITY RULES AND REGULATIONS:** Residents are responsible for following all rules promulgated by the Departments of Public Safety and the Landlord. Rules include the prohibition against any fire hazards including, but not limited to, candles, incense, open flames, and halogen lamps. Damaging and or interfering with smoke and fire detection equipment and failure to follow fire evacuation procedures and directives from safety officers or resident staff are also violation of safety rules. Additional rules and regulations are found in the Student Handbook, other University publications, and on official bulletin boards. Each Resident is expected to abide by all University rules, regulations, and policies and are subject to disciplinary action for violations of University rules, regulations, and policies, including, without limitation, removal from University housing and/or dismissal from the University.
26. **NON-DISCRIMINATION STATEMENT:** Housing space is limited. Assignments are thus made with priority to: (1) first-year students, (2) second-year students and (3) returning residents. Housing is guaranteed for first-year students only. Room assignments are made without regard to race, color, religion, ethnic or

national origin, age, disability, sexual orientation, gender expression, or veteran's status. An attempt will be made to honor mutual roommate requests but they are not guaranteed.

27. **SEXUAL OFFENDER STATUTE:** No sexual offender or violent sexual offender, whose victim was a minor, shall knowingly reside or conduct an overnight visit at a resident in which minor resides or is present.
28. **AMENDMENTS:** Any amendments to this Contract must be in writing and signed by both parties. The terms of the Contract remain in effect with all changes in assignments within the agreement period. In accepting this contract, you are agreeing to live on campus and not to a specific living area or bedroom space.