

Austin Peay State University
**LICENSE AGREEMENT FOR
UNIVERSITY HOUSING**
Office of Housing/Residence Life and Dining Services
Phone: (931) 221-7444
Fax: (931) 221-7165

HOUSING LICENSE AGREEMENT

The student agrees to abide by all terms and conditions of the license agreement:

I. LICENSE AGREEMENT PERIOD

(If not checked, it will be considered academic year)

- Academic Year (August 2009-May 2010)
- Spring Semester Only (January 2010-May 2010)

Occupancy of the residence hall room will be for the above period of time. It will extend from the announced opening of the residence halls until 24 hours after the students last final exam. Exceptions will be stated recesses of the University such as holiday closings. Occupancy of a residence hall room between semesters must have prior approval from the Office of Housing/Residence Life and Dining Services. When approved, an additional daily charge will be added. For graduating seniors, occupancy in the residence halls may be extended until 10 a.m. on the day after the graduation ceremony. The term of this agreement will begin on the weekend (see current rate schedule for specific dates and times) prior to classes for the specified fall term and will remain in effect until the day of the Student's last spring term examination or spring graduation date if the Student is among those 'Students' scheduled, in advance, to graduate.

Academic Year Terms- Student agrees to reside on campus for both the fall and spring terms, provided 'Student' enrolls in 'University' for both terms. Fall housing fees are due and must be paid during the fee payment period at the beginning of the fall term. Spring housing fees are due and must be paid during the fee payment period at the beginning of the spring term.

II. TERMINATION OF LICENSE AGREEMENT

A. BY THE STUDENT - A request for the termination of this agreement must be made in writing to the Office of Housing/Residence Life and Dining Services no later than August 1 if applying for the academic year, or no later than December 15 if applying for the spring semester in order to receive a full refund of prepayment. **CANCELLATION AFTER THESE DEADLINES WILL RESULT IN FORFEITURE OF PRE-PAYMENT. APPLICATIONS AND /OR PREPAYMENTS MAY NOT BE TRANSFERRED.**

B. BY THE UNIVERSITY - This agreement shall terminate at the discretion of the Office of Housing/Residence Life and Dining Services in the event of any of the following:

1. The premises are destroyed, or in the opinion of the Office of Housing/Residence Life and Dining Services, are unsuitable for occupancy for any other reason.
2. The student fails to fulfill financial obligations specified in this University Housing/Residence Life policy, or if the student for any reason loses status as an enrolled student. In such circumstances the student will be given 24 hours to vacate the premises.
3. The student is not accepted to the University. In such cases, the student will be charged a daily rate for occupancy in the residence halls/apartments.
4. Other extenuating circumstances whereby the student is given thirty (30) days notice in writing by the Office of Housing/Residence Life and Dining Services.

C. ABANDONMENT OF PROPERTY - In the event the student abandons personal property, The Office of Housing/Residence Life and Dining Services will attempt to contact the student. If the Housing Office is unable to contact the student, the materials will be inventoried and stored for a period of time not to exceed thirty (30) days, during which the student will be charged a daily storage fee. The University assumes no liability for any stored items. At the end of the thirty (30) day waiting period, all stored items will be disposed of properly.

D. ENROLLMENT STATUS- Student must be enrolled as a full-time student of the University to reside on campus. Student may appeal to the director of Housing/Residence Life and Dining Services.

III. PAYMENT OF RENT

Payment of rent for the particular housing to which the student has been assigned is due on a semester basis, at or prior to registration.

IV. REFUND POLICIES

A. RENT

1. A pro-rated refund will be made if a student moves out of the residence halls due to personal illness, (confirmed in writing from a licensed physician) OR at the request of the University for other than disciplinary reasons (i.e., marriage, academic suspension).
2. A percentage refund of rent will be made if the student is forced to move out of University housing due to withdrawal from the University. This percentage refund will be the same as the percentage refund policy for general maintenance fees (see Undergraduate/Graduate Bulletin).
3. No refund of rent will be made if the student moves out of the residence halls for any other reason except those noted in 1 and 2 above.

B. PRE-PAYMENT

The prepayment will be refunded if:

1. The student cancels the license agreement by July 1 for the academic year. For all new students applying for Spring Semester, the DEADLINE for cancellation is November 1. **APPLICATIONS SUBMITTED AFTER THESE DATES WILL BE SUBJECT TO AUTOMATIC FORFEITURE OF HOUSING PREPAYMENT UPON CANCELLATION.**
2. The student has vacated the residence hall at the end of the license agreement, has properly checked out and has not applied for the next period of housing.
3. The student is forced to withdraw from University housing or cannot move into University housing due to illness (confirmed in writing from a licensed physician).
4. The inability of the student to move into University housing due to lack of space.
5. The student officially withdraws from the university for other than disciplinary reasons.
6. The student is not accepted to APSU. (Verified by Admissions Office).
7. The student leaves school/graduates at the end of the Fall Semester and does not enroll for the Spring Semester. The student must cancel agreement by December 15 if not attending Spring Semester.
8. The student is deceased.

VI. USE OF FACILITIES

A. STANDARDS - The student will exercise reasonable care for and maintain acceptable standards of cleanliness in the assigned room and adjoining bathroom.

B. HOUSING RULES AND REGULATIONS - The student will abide by all rules and regulations pertaining to residency in University housing as set forth in the Residence Life Handbook .

C. CODE OF CONDUCT - The student will abide by the Tennessee Board of Regents Standards of Conduct as set forth in the APSU Student Code of Conduct.

D. DAMAGE - The student is responsible for the assigned room and its contents and will be charged for any and all damage occurring during the term of occupancy. Students who damage university property through negligence or willful actions will be financially liable and subject to disciplinary action. If the identity of the person cannot be determined, the cost of the repair may be divided among all or any portion of the residents of the hall.

VII. UNIVERSITY LIABILITY

A. PROPERTY - The University will be held harmless from any suit, action at law, or other claim whatsoever resulting from or arising out of damage or theft of property while the student is the occupant of the residence hall under this agreement except where damage or theft is due to the negligence of the University or its employees.

B. PERSONAL INJURY - The University will not be held liable for any injuries in the residence halls or grounds unless the injury is due to the negligence of the University or its employees.

C. DISRUPTION OF SERVICE - The University will not be liable for the disruptions to any services that are beyond the University's control and that are restored within a reasonable amount of time.

D. ASSIGNMENTS - The University reserves the right to the assignments or reassignments of residence hall spaces. The University reserves the right to deny assignment to any student.

E. ROOM ENTRY - The University reserves the right for authorized University personnel to enter the student's room for any purpose connected with the maintenance, housekeeping, or for any other reason reasonably connected with the interest of the University or the enforcement of rules and regulations.

VIII. MEAL PLAN

A. REQUIRED -Each Housing Student is required to participate in a meal plan offered by the University dining program. Only exception is for residence of Two Rivers and Emerald Hill (non-traditional/ family housing).

B. CONTRACT - Meal plan contracts are signed at the beginning of each contract period.