

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

This is an agreement between "Student" and the Austin Peay State University Housing Office.

i. LICENSE AGREEMENT PERIOD

A. Academic Year (August 2026 - May 2027)

B. Spring Semester Only (January 2027 - May 2027)

Occupancy of the residence hall room will be for the above period. It will extend from the announced opening of the residence halls until 24 hours after the student's last final exam. 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 the day of move in 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.

A. 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.

B. Spring Term only- Student who enrolls for spring term only.

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 via email (housing@apsu.edu) before the first day of move-in or via a Housing Contract Release form after the first day of move-in, to have charges removed or pro-rated on the student account.

APPLICATIONS MAY NOT BE TRANSFERRED BETWEEN SEMESTERS OR ACADEMIC YEARS.

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, which can include student's failure to comply with the proper Use of Facilities, 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 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 student at the University to reside on campus.

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iii. PAYMENT OF RENT

Student(s) must pay rent for the specific housing to which the student has been assigned according to a schedule of rates set each academic year by the University, and rent is due on a semester basis, at or prior to registration for that semester.

APSU is not responsible for damage to or disappearance of personal possessions of the student resident under any circumstances. IN CASE OF FIRE OR OTHER DAMAGES OR LOSSES, THE UNIVERSITY DOES NOT INSURE STUDENT RESIDENTS' PERSONAL POSSESSIONS.

iv. FAIR HOUSING

APSU does not discriminate regarding race, color, religion, or national origin in the assignment of housing.

v. REFUND POLICIES

A. RENT

1. Contingent upon approval of a Request for Release from the License Agreement by Housing/Residence Life and Dining Services, a prorated refund (based on the daily rate) shall be issued. Typical approved reasons for release include, but are not limited to, illness or other health-related conditions, graduation, financial hardship, marriage, or transfer from the University. If the student vacates University housing at the direction of the University for reasons other than disciplinary action (including, but not limited to, academic suspension, or non-enrollment), a prorated refund (based on the daily rate) shall also be issued.
2. The student shall remain financially responsible for all applicable daily charges through the date on which all assigned key(s) are returned to the designated Housing/Residence Life office. Failure to return assigned key(s) may result in continued daily charges and additional fees, including, but not limited to, re-keying costs. In such cases, the effective move-out date for billing purposes shall be determined at the sole discretion of the Housing/Residence Life office.
3. No refund of payment will be made if the student moves out of the residence halls/apartments for any other reason except those noted above.

B. MEAL PLAN

1. Contingent upon approval of a Request for Release from the License Agreement by Housing/Residence Life and Dining Services, a prorated refund (based on the daily rate) shall be issued. Typical approved reasons for release include, but are not limited to, illness or other health-related conditions, graduation, financial hardship, marriage, or transfer from the University. If the student vacates University housing at the direction of the University for reasons other than disciplinary action (including, but not limited to, academic suspension, or non-enrollment), a prorated refund (based on the daily rate) shall also be issued.
2. **This pro-rated refund will only be available if the student meets the above criteria within the first 14 days after classes begin for said semester.**
3. No refund of payment will be made if the student moves out of the residence halls/apartments for any other reason except those noted above.

vi. USE OF FACILITIES

A. STANDARDS - The student will exercise reasonable care for and maintain acceptable standards of cleanliness in the assigned room, common spaces, 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 which are incorporated herein by reference.

C. CODE OF CONDUCT - The student will abide by the APSU Student Code of Conduct which are incorporated herein by reference.

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.

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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, or 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. By participation in the meal plan, the student agrees to accept the meal plan agreement. Only exception is for residents of Emerald Hill and Two Rivers, excluding Freshmen.

By signing this document, you agree that you have read and agree to all items listed in the above contract.

Student Signature:

Date: