

# 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

### I. LICENSE AGREEMENT PERIOD

A. Academic Year (August 2023 - May 2024)

B. Spring Semester Only (January 2024 - May 2024)

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 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 no later than May 1 if applying for the academic year, or no later than December 1 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, 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 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 student of the University to reside on campus.

### III. PAYMENT OF RENT

Student must pay rent for the particular 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 with regard to race, color, religion, or national origin in the assignment of housing.

### V. REFUND POLICIES

#### A. RENT

1. Contingent upon an approved Request for Release from License Agreement for Illness or Other Health Related Reason by University Housing by University Housing/Residence Life and Dining Services, a pro-rated refund will be made if a student moves out of the residence halls/apts due to personal illness, (confirmed in writing by 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 May 1 for the academic year. For all new students applying for Spring Semester, the DEADLINE for cancellation is December 1. **APPLICATIONS SUBMITTED AFTER THESE DATES WILL BE SUBJECT TO AUTOMATIC FORFEITURE OF HOUSING PREPAYMENT UPON CANCELLATION.**
2. The inability of the student to move into University housing due to lack of space.
3. The student is not accepted to APSU. (Verified by Admissions Office).
4. 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, 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.

### 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 meal plan agreement.