

## **STUDENT HOUSING AGREEMENT AND RULES**

### **I. Purpose**

The purpose of this policy is to comply with TBR policy 3:03:01:00 Student Residence Regulations to provide residential students with expectations and direction regarding student housing.

### **II. Review**

This policy will be reviewed every year or whenever circumstances require review, whichever is earlier, by the Director of Residential Life with recommendations for revision presented to the Vice President for Student Affairs.

### **III. Definitions**

- A.** Occupant – Spouses, children, immediate family members and/or other persons residing with a student resident in a student residence facility/unit.
- B.** Reservation Deposit – A payment required by Tennessee Tech to secure accommodation within a residence facility prior to taking occupancy of a particular room, bed, or unit and is applied to the housing fee.
- C.** Student Residence Facility – Any residence hall, dormitory building, apartment, or other facility owned or operated by Tennessee Tech to provide housing accommodations for student residents.
- D.** Student Housing Agreement – The contract document setting forth the terms of occupancy of any student residence facility/unit as between Tennessee Tech and the student residents that occupy any such facility/unit.
- E.** Student Resident – A full-time student residing in a residence facility who is a signatory to a student housing agreement. For the purpose of this policy, a student who loses full-time status may still be considered a student resident with the permission of the Director of Residential Life.
- F.** Guest/Visitor – Any person invited by a student resident or Tennessee Tech, to visit in a residence facility.

### **IV. Policy**

#### **A. Eligibility**

1. Unless otherwise designated, all student residence facilities, including residence halls and apartments, shall be limited to occupancy by Tennessee Tech students and Office of Residential Life staff.
  - a. The Tech Village Apartments are also available, as space allows, for Tennessee Tech faculty and staff.
  - b. Residents must be full-time students to reside in the Tennessee Tech housing.
  - c. Any exceptions will be granted by the Director of Residential Life or designee.
  - d. In addition, student residence facilities may be leased to other persons in connection with programs and activities on campus when such facilities are not occupied or needed by students.
  - e. All students, with the exception of students who are prohibited by federal or state law from residing in student residence facilities for any reason, shall have an equal opportunity to reside in student residence facilities regardless of race, gender, sexual orientation, familial status, creed, color, national origin or disability, provided that separate housing may be provided on the basis of gender and familial status.
2. All freshmen are required to live in University Housing unless granted a waiver by the Director of Residential Life or designee.
3. The basis for waivers for living in the residence halls include, but are not limited to:
  - a. Students commuting from a parent's or legal guardian's home that is within a fifty (50) mile radius;
  - b. Students living with a sibling who is enrolled full-time at Tennessee Tech and is at least a sophomore status and lives within a fifty (50) mile radius;
  - c. Students with physical and/or emotional disabilities verified by a licensed physician and approved by the Disability Housing Committee or the Director of Residential Life;
  - d. Married students or single parent student;
  - e. Students who are twenty-one (21) years old by the first day of class of the semester; or
  - f. Other emergency waivers may be granted by the Director of Residential Life.
  - g. Classification of students will be established according to the number of semester hours earned and as determined by the Office of the Registrar.
4. Unless granted a waiver, a student who is registered to live in the student residence facility is required to live in the student residence facilities, will be assigned a room in one of the residence halls, is responsible for full payment of rent, and may be subject to disciplinary action for living off-campus without authorization.
5. No person who is registered, or required to register as a sex offender shall be eligible to reside in any on-campus student residence facility.
6. Pursuant to Tennessee Tech Policy 360 all new incoming students who are under 22 years of age and are living in on-campus housing are required to produce proof of adequate immunization against meningococcal disease (meningitis). Students who fail to provide

adequate documentation in advance of move-in will not be allowed to take up residence in student residence facilities.

7. The signing of a housing agreement obligates the student to fulfill the terms and conditions of the agreement for the duration of the agreement. A fall semester only agreement can be renewed for the following spring semester.

## **B. Contract Terms and Conditions**

1. Tennessee Tech accepts student applications for housing beginning in the fall through the summer proceeding the academic year for which the housing is sought. For specific details and dates see: <https://www.tntech.edu/studentaffairs/reslife/gsl/gslsection3>
  - a. Housing is assigned on a first come first serve basis, using the date on which Tennessee Tech received a completed application.
  - b. A reservation deposit is due at the time of application, which is applied to the housing fee. <https://www.tntech.edu/studentaffairs/reslife/gsl/gslsection3>
2. All student housing agreements shall be limited to a maximum term of one (1) academic year for halls and one (1) calendar year for apartments, but may be renewable for additional terms at the discretion of the Director of Residential Life.
3. Assignment to or occupancy of a residence hall does not include vacation periods but will begin and end on the dates of the semester(s) as indicated in the Tennessee Tech catalog indicating established hall opening and closing dates. Limited student housing may be available at an additional cost between semesters or summer terms and must be approved by the Director of Residential Life.
4. The term of any student housing agreement for an apartment unit may be for the fall or spring semester and/or summer term/period, or all of a calendar year, including all break periods within the term.
5. The terms of any student housing agreement are not modified in any way by the verbal comments of a Tennessee Tech employee or student.
6. Tennessee Tech's acceptance of the student housing agreement does not guarantee assignment to a particular type of accommodation.
7. Tennessee Tech's acceptance of a student housing agreement is not evidence of admission to Tennessee Tech.
8. Student residence facility assignment is contingent upon final admission to Tennessee Tech.
9. The student housing agreement is not valid unless the student has paid the applicable reservation deposit or this stipulation is waived by the Director of Residential Life.

- 10.** The remainder of the initial semester's payment and payment of subsequent semesters for a student housing agreement is payable at registration for classes. Payment thereof shall be a condition precedent to the student being an enrolled student for the semester. In the circumstance of any approved payment plan, any prorated periodic payment that is not paid after such payment is due shall be subject to a late penalty fee.
- 11.** The rental or fee payable for any student residence facility shall be established by Tennessee Tech prior to the beginning of any academic term, and may be subject to increase by Tennessee Tech for a subsequent academic term with notice at least twenty (20) days prior to the deadline of the student housing agreement.
- 12.** In the event any occupant of a multiple occupancy residence hall unit ceases to reside in the unit for any reason, Tennessee Tech shall have the right to reassign the remaining occupants to other student residence facility on campus. When available, and at the student's request, a multiple occupancy student residence unit may be occupied singly at a higher rental rate for a particular semester.
- 13.** In the event any student or other occupant of a student residence facility fails to comply with any terms or conditions of the student housing agreement, including the timely payment of rent, or with any rule, regulations or policy, Tennessee Tech may declare the student housing agreement terminated, and may enter and take possession of the premises after it has given notice to the student or other occupant to vacate the premises within twenty-four (24) hours of the notice.
- 14.** Any student or other occupant of a student residence facility who fails to comply with any terms or conditions of the student housing agreement or who fails to make timely payment of all rental due or for damages caused to the premises shall be liable to Tennessee Tech for all expenses, including collection costs and reasonable attorney's fees, incurred by the University in the enforcement or collection of the obligation involved.
- 15.** Students must occupy the student residence facility assigned by the Office of Residential Life during the time period specified by the student housing agreement. Any change in assignment must be approved by the Office of Residential Life.
- 16.** No student shall assign the agreement of any residence facility or sublet the unit, and any attempted assignment or sublease shall be void without the written consent of the Office of Residential Life.
- 17.** Tennessee Tech reserves the right to make all assignments and to make any assignment changes considered necessary.
- 18.** Tennessee Tech reserves the right to refuse an application for student residence facility.
- 19.** Tennessee Tech shall not be liable for any damages or injuries to any student or to the occupant of student residence facilities, or to guests or invitees of such occupants, resulting from any act or failure to act by the student or any accident occurring in or about the facility,

except as authorized by and allowed pursuant to T.C.A. § 9-8-301 et seq. Each student who occupies any student residence facility agrees to indemnify and hold the University harmless from and against all claims, damages or causes of action whatsoever, asserted by any person arising out of or in any way connected with the use of the premises by the student.

### **C. Reservation, Deposit, Cancellation, and Refund Policies**

#### **1. Student Residence Facility**

- a.** Any student housing agreement shall terminate at Tennessee Tech's discretion in the event of any of the following:
  - i.** The premises or the student residence facility is destroyed or, in the opinion of Tennessee Tech, unsuitable for occupancy for any reason;
  - ii.** The student resident ceases to remain a student in good standing during any regular term within the period of the student housing agreement;
  - iii.** The student resident or occupant violates any covenant, term or condition of the student housing agreement or violates any applicable law or Tennessee Tech rule, policy, or procedure; or
  - iv.** Tennessee Tech gives the occupant written notice of termination at least thirty (30) days prior to the date when such termination will be effective.
  
- b.** A student may be released from the student housing agreement before the effective date of the agreement by submitting written notification of cancellation to the Office of Residential Life, provided:
  - i.** The student has not checked in to his/her room;
  - ii.** It is prior to the first day of classes of the initial semester of the agreement; and
  - iii.** The student withdraws from Tennessee Tech.
  
- c.** A student who has entered into a student housing agreement but is otherwise not obligated to reside in a student residence facility may request an early termination of the agreement. A fee for such early termination will be calculated at fifty percent (50%) of the current rental rate. Requests must be submitted in writing to the Office of Residential Life.
  
- d.** A student may be released from the student housing agreement after the effective date of the license agreement by:
  - i.** Withdrawal or graduation from Tennessee Tech;
  - ii.** Participate in one of Tennessee Tech's full-time academic internship programs; or
  - iii.** An emergency release granted by the Director of Residential Life.
  
- e.** Refund of any reservation deposit will be made under the following conditions:

- i. Written cancellation is received in the Office of Residential Life by May 1 for the fall semester or academic year agreements, by December 1 for the spring semester only agreements and by May 1 for either summer session;
  - ii. The student is prevented from entering Tennessee Tech because of medical reasons confirmed in writing by a licensed physician;
  - iii. Residence hall space is not available; or
  - iv. In case of the death of the student.
- f. Refund of student residence facility rent.
- i. Refunds of student residence facility rent after registration will be prorated on a weekday calendar basis when the student withdraws from the residence hall due to:
    - a) Personal medical reasons confirmed by in writing by a licensed physician; or
    - b) For special circumstance, other than disciplinary reasons, approved by Tennessee Tech.
  - ii. Full refund will be made in case of death.
  - iii. Refunds resulting from withdrawals from Tennessee Tech for reasons other than disciplinary or those described in the preceding section will be made consistent with Tennessee Tech's policy or practice relating to refunds of student fees.

#### **D. Conduct and Disciplinary Sanctions**

1. Student misconduct related to residence hall or student apartment life that is subject to disciplinary sanction shall include, but not be limited to, any misconduct described by Tennessee Tech Policy [302](#).
2. In addition, the following special regulations concerning conduct in residence facilities shall apply, and failure to comply with them shall subject the resident to disciplinary action.
  - a. With the exception of fish aquariums not exceeding 20 gallons and approved service or comfort animals, pets are not permitted in Tennessee Tech housing. Fish aquariums may only be used for fish. Furthermore, no pets may be kept in close proximity of the resident's room.
  - b. Tampering with security devices, fire safety fighting equipment, smoke detectors and/or fire alarms is prohibited.
  - c. The use and/or possession of alcoholic beverages are prohibited in all student residence facilities.
  - d. The unlawful use and/or possession of drugs and/or drug paraphernalia are prohibited in all student residence facilities.
  - e. Tennessee Tech is a tobacco free campus – smoking is only permitted in private vehicles.

3. Student residents and occupants shall comply with TBR and Tennessee Tech's student housing policies at all times. Student residents and occupants shall be responsible for compliance with same by their invited guests.
4. All students are expected to respect the personal and property rights of all other persons and of Tennessee Tech.
5. Tennessee Tech officials and agents may enter a student residence facility at all reasonable times to examine and inspect the facility/unit for maintenance, health, safety, emergency purposes or to render service and/or repairs to any unit. Any student residence facility may be searched with the consent of the student resident or any other occupant of the unit. All entries/searches, other than those described above shall be conducted in accordance with federal/state law.
6. Upon a determination that a student has violated any applicable rules, regulations, or policies, the disciplinary sanctions listed in Tennessee Tech Policy [302](#), which is incorporated herein by reference, may be imposed, either singly or in combination, by the appropriate Tennessee Tech officials.
7. Disciplinary action against a student for violating any applicable rule, regulation, or policy related to student conduct shall be conducted in accordance with the procedures described in Tennessee Tech Policy [302](#), which is incorporated herein by reference.
8. Tennessee Tech reserves the right to move a student resident when it is in the best interest of the student, the floor, or Tennessee Tech.

**E. Resident Responsibility**

1. All student residence facilities shall be used for by students as private residences only.
2. Spouses, children, dependents and/or other persons residing with the student resident must be documented/identified on the student housing agreement document or an attachment thereto.
3. No student resident shall permit or create a noise or disturb any other resident of the unit or the facility.
4. No student resident shall assign the student housing agreement of any student resident facility or sublet the unit and any attempted assignment shall be void without written consent of the University
5. All personal property of student residents on the premises shall be at the risk of the student resident. Tennessee Tech shall not be liable for any damages to or theft of personal property of students in the student's residential unit or on its grounds prior to, during or subsequent to the period of the agreement. Any abandoned property collected by Tennessee Tech will be disposed of in accordance with Tennessee Tech, TBR or state regulations.

6. All student residents who occupy any student residence unit shall maintain the unit in the same condition and repair as accepted at the commencement of the period of occupancy, and upon termination of such occupancy, shall surrender the premises in the same condition and repair, ordinary wear and tear excepted. No student resident may make any alterations, additions, or improvements to a student residence unit without the written consent of the Office of Residential Life.
7. Each student who occupies any student resident unit agrees to pay Tennessee Tech, immediately upon demand, for any and all damages to the unit, including but not limited to damages to exterior or interior walls, ceilings, floors, windows, doors, locks, hardware, plumbing fixtures, cabinets, shrubbery, lawn, appliances, fixtures, and furnishings of the unit and its surrounding premises, if such damage is caused by any act or failure to act by the student resident/occupant or guests/invitees of the student resident/occupant. Charges will be divided evenly between roommates if the responsible party cannot be identified.
8. Failure to check out of the student residence unit including failure to sign the room inventory sheet will result in a charge to the student's account.  
<https://www.tntech.edu/studentaffairs/reslife/gsl/gslsection6>
9. Students in student residence facilities may be assessed on a pro-rata basis for damages in public areas or other common areas within or around the facility in which they reside, either by floor or area or by the entire facility, following a review by the Director of Residential Life or other appropriate Tennessee Tech official. Students will be notified in advance of this mass assessment.

#### **F. Appeals**

1. A student who is aggrieved by a decision related to housing, except a disciplinary matter, may file a written appeal within in five (5) business days of the decision. Such appeals must be filed with the Director of Residential Life.
2. Within 10 business days of the receipt of all information related to the appeal, the Director of Residential Life will notify the student of the decision.
3. Such decision shall be in writing and is final.

#### **G. Miscellaneous**

##### **1. Abandoned Property, not subject to other regulations**

All property, not subject to other abandonment regulations, that remain unclaimed for more than one year will be presumed abandoned and will be disposed of appropriately.

##### **2. Alcohol**

- a. The use and/or possession of any alcoholic beverages are prohibited on campus.



- b. Alcohol Containers – Empty alcoholic beverage containers, either on one’s person or in one’s room, will constitute an alcohol violation. Alcoholic beverage containers are not permitted as room decorations.

### **3. Antenna**

Television and stereo antennas are not permitted to be installed outside of rooms.

### **4. Bicycles**

Bicycles are not to be chained or locked to outside railings or posts.

### **5. Cable/Internet**

Students may not tap into existing cable or in any way tamper with Tennessee Tech telecommunication or internet equipment.

### **6. Common Areas**

Common areas may not be used for private events. Hall groups (Village Council, individual floors, etc.) may reserve common space with the approval of their Assistant Coordinator.

### **7. Confiscation of Items**

- a. Illegal substances and items found to represent a health and safety violation or which in other ways constitute a violation of Tennessee Tech policies will be immediately removed by the housing staff or other appropriate Tennessee Tech officials.
- b. Items which may be confiscated by staff include but are not limited to:
  - i. Alcoholic beverage containers (alcoholic beverages will be disposed of by the responsible student(s) with staff observing); or
  - ii. Other miscellaneous prohibited items.
- c. Items which will be confiscated by University Police include but are not limited to:
  - i. Drugs or other illegal substance and/or paraphernalia;
  - ii. Fireworks;
  - iii. Weapons;
  - iv. Traffic and safety regulation signs; and
  - v. Beer kegs and taps.

### **8. Discipline Process**

- a. A staff member will complete an incident report (IR) when an incident or violation occurs in or around the student residence facilities. The IR will include names and contact information of all students involved as well as a description of the events surrounding the incident. Students involved in or present at the incident will also be asked to sign the report.

- b. An appropriate administrative staff member will follow up on an IR.
- c. Students must meet with the administrative staff member upon receiving a reasonable request. Failure to meet with the staff member may result in additional student disciplinary action.

## 9. Drugs

The use, manufacture, distribution or possession of illicit drugs on campus is prohibited. Any violation of this policy will result in disciplinary action as well as subject to applicable federal, state and local laws.

## 10. Gambling

Gambling in any student residence facility is prohibited.

## 11. Games

Balls, bikes, Frisbees, golf and other such similar items may not be used in any indoor student residence facility space.

## 12. Grievances or Complaints

Students may file complaints related to student residential housing <https://www.tntech.edu/studentaffairs/reslife/contact-us> or <https://www.tntech.edu/studentaffairs/deanofstudents/stucomplaint/>

## 13. Guest/Visitation Policies

- a. Guests/Visitor
  - i. A guest is defined as a person who does not live in the hall or apartment he/she is visiting.
  - ii. Student residents may have one (1) overnight guest of the same sex gender for no more than two (2) nights per week.
  - iii. All guests must be registered through the appropriate residence hall office.
  - iv. The host student is responsible for all actions of his/her guest(s). The guest(s) may be asked to leave or prohibited from visiting if found to be violating policies.
  - v. Host students must accompany their guests at all times.
  - vi. Hosts should coordinate guest visits with roommate(s).
- b. Visitation for members (guests) of the opposite gender.
  - Standard Visitation Hours are as follows:
    - Sun – Thu 11 am – Midnight
    - Fri – Sat 11 am – 1 am
- c. Cohabitation
  - i. Cohabitation is prohibited. For the purpose of this policy, cohabitation is defined as physically residing in another resident's room on a semi-permanent basis usually associated with a sexual or personal relationship.

- ii. Residents may move his/her personal belongings into another room only as part of an authorized room transfer.

**d. Children**

- i. Children may not stay overnight or live in residence halls. Registered children of parents/legal guardian residents are allowed in Tech Village.
- ii. Residents are not permitted to use his/her assigned room or apartment for babysitting.

**14. Lounge Furniture**

Lounge furniture may not be removed or rearranged without prior permission from the Assistant Coordinator of the responsible area.

**15. Loft Beds**

- a. Loft beds are permitted in traditional un-renovated residential halls if rented through Tennessee Tech's approved vendor.
- b. The Director or designee may grant exceptions to this policy at his/her discretion.

**16. Noise**

- a. The hours between 10:00 pm to 10:00 am are designated quiet hours. All noise must be contained within an individual student residence facility and at a level that is not disruptive to other residents.
- b. Beginning at 6:00 pm, 48 hours prior to the first day of exams and extending until after the last exam, quiet hours will be extended to 24 hours.
- c. At all other times, courtesy hours are in effect. Courtesy hours are defined as noise levels appropriate for residence hall living and not disruptive to others.

**17. Posting**

Information flyers (posters, etc.) must be approved by the Office of Residential Life and only posted on approved areas. All other non-staff posting will be removed.

**18. Resident Room Decorations**

- a. Door decorations may not cover more than 25% of the door surface.
- b. Paper decorations, posters, fish nets, other wall decorations and/or a combination of may not cover more than 25% of the surface of any wall.

## **19. Safety Policies**

- a.** All appliances must be UL/FM approved. Any electrical appliance that has an open heating element may not be used in the residence hall room. Restricted appliances include but are not limited to:
  - i.** Toasters and toaster ovens;
  - ii.** “George Foreman” grills;
  - iii.** Skillets;
  - iv.** Space heaters (electric or gas);
  - v.** Hot plates;
  - vi.** Window air conditioners; and
  - vii.** Halogen lamps.

## **20. False Fire Alarms**

- a.** Pulling a false fire alarm is against State and Tennessee Tech regulations.
- b.** Withholding information concerning a false fire alarm is a criminal offense.
- c.** A reward will be given, up to \$500, for information leading to the arrest and conviction of a person pulling a false fire alarm in the residence halls. Contact Putnam County Crime Stoppers at (931) 520-7867, 24 hours a day.

## **21. Holiday Decorations (specific types)**

- a.** Cut or live Christmas trees are prohibited in the student residence facilities.
- b.** All electrical decorations must be UL/FM approved and only used in accordance with its rated application.
- c.** Electrical decorations will be for interior room use only and must be 18 inches from combustible materials.
- d.** Outside decorations are prohibited.
- e.** Decorations covered in this section must be removed prior to the student leaving for vacation.

## **22. Multi-plugs and Extension Cords**

Multi-plugs and extension cords are prohibited in the student residence facilities. Power strips with circuit breaker are acceptable, if UL/FM approved.

## **23. Needles and Other Sharps Instruments**

- a.** Proper sharps containers must be used for any contaminated needles or other contaminated sharps instruments. Needles and sharps instruments must not be bent, recapped, sheared or broken.
- b.** Containers must be closeable, puncture resistant, color-coded red or labeled with a biohazard symbol, leak-proof on the side and bottom, maintained in an upright position, replaced routinely.

## **24. Open Flames**

Open flames or live embers, including but not limited to, candles, Bunsen burners, and incense, are strictly prohibited.

## **25. Restricted Areas**

Students are not allowed in restricted areas, including but not limited to, roofs, dormers, ledges, mechanical rooms, crawl spaces, etc.

## **26. Solicitation**

- a.** Solicitation is prohibited in the student residence facilities by off-campus agencies or commercial enterprises or by students acting on his/her behalf.
  - i.** This prohibition includes all door-to-door soliciting except in the common lounges with the prior approval of the Director of Residential Life.
  - ii.** Solicitation is prohibited except as provided in Tennessee Tech's Facilities Use policy. The Director of Residential Life must approve any solicitations of fundraising.

## **27. Surveys**

All surveys conducted in student housing facilities must have the prior approval from the Director of Residential Life.

## **28. Trash**

All residents are responsible for removing their own trash and disposing of it in an appropriate dumpster.

## **29. Weapons**

Weapons of any kind, including but not limited to, actual weapons, martial arts weapons, toy weapons, air guns, paint guns, knives (over 4 inches), etc. are not allowed in the residence halls, apartments, or grounds.

## **V. Interpretation**

The Vice President for Student Affairs or his/her designee has the final authority to interpret the terms of this policy.

## **VI. Citation of Authority for Policy**

TBR Policy 3:03:01:00

**Updated 10-1-16**