

## Housing Occupancy Agreement

This is an Occupancy Agreement made by and between the student whose name appears at the end of this agreement ("Student") and Belmont University ("Belmont"). It grants to the Student permission to occupy a residence hall or apartment space on campus for a specific period of time. This Agreement is not a lease. The Student is not a tenant. Living in campus housing is a privilege that is part of the overall educational experience provided by the university. Students who live on campus are expected to make a commitment to contribute positively to the campus community by abiding by the responsibilities outlined in this Agreement and all associated guidelines and policies. Signing this Agreement is a prerequisite to living on campus. All full-time, undergraduate, degree-seeking, unmarried students (without children residing with them) are eligible to live in campus housing. Belmont University requires all full-time, undergraduate students and incoming full-time, undergraduate transfer students with fewer than 60 credit hours by the start of the fall semester to live in campus housing unless Student is: 1) 21 years of age or over by August 22, 2007; 2) married and/or has children residing with him/her; or 3) lives with parents, legal guardians, grandparents, or siblings over the age of 25 while attending Belmont.

THIS AGREEMENT IS LEGALLY BINDING. It incorporates and supports policies stated in The Guide, Belmont University's student handbook, as well as the content of the Community Expectations: The Handbook for Residential Living booklet. If Student is under age 18, a parent or legal guardian must sign below, along with Student. Student will be held accountable for the information in this Agreement. Please read carefully before signing this Agreement.

### Agreement

- 1. License Granted.** Belmont University grants to Student a nonexclusive and nontransferable license to occupy the assigned campus housing space.
- 2. Term of License.** The term of this Agreement shall be August 18, 2007 at 8:00 A.M. through 6:00 P.M., Saturday, May 10, 2008. If this Agreement is for occupancy of a space in a residence hall, this license will be temporarily suspended while residence halls close during Christmas Break (December 15, 2007, 3:00 pm through January 6, 2008, 10:00 a.m.). Belmont reserves the right to, in its sole discretion, suspend this Agreement if necessary to protect the health and safety of its students, staff, or faculty. In addition, Belmont may cancel this Agreement at any time if Student violates Belmont policy and rules as set forth in the Statement of Values or rules concerning occupancy of on-campus housing found in this Agreement, the Handbook for Residential Living, University Bulletin, and The Guide. These rules and policies are incorporated into this Agreement by reference. A grant of a license under the terms of this Agreement does not imply that Student has the right to occupy campus housing in the future.
- 3. Housing Fee.** Student agrees to pay housing fees each semester according to the payment policy in the Undergraduate Bulletin. Housing fees due for the Fall and Spring semesters are placed on Student's account upon registration for classes for that semester. The University reserves the right to remove Student from university housing for non-payment of Student's account of charges (including but not limited to: tuition, bookstore charges, parking fines, and meal plan fees).
- 4. Housing Deposit (New Student).** An enrollment deposit of \$250 is paid to Belmont upon confirmation of enrollment to the university. Of this enrollment deposit, \$100 represents Student's housing deposit. This is a one-time fee that remains on Student's account until Student permanently departs from Belmont housing. If Student has no damage assessment, improper check-out fees, or other charges after departure from campus housing, the housing deposit will be refunded. (Refer to section 10 Inventory and Inspection for details about damage assessment.)
- 5. Enrollment.** As a condition of occupancy, Student agrees to register for a minimum of 12 credit hours each semester during the term of this Agreement.
- 6. Cancellation Policy for New Students.** For purposes of this Agreement, New Student is defined as such until the last day of registration in his/her first semester at Belmont. If New Student meets housing exemption requirements outlined in the Introduction and wishes to cancel this Agreement, he/she may only cancel according to the following criteria:
  - Cancellation for Fall or Spring.** If written notice of cancellation for Fall or Spring semesters is received by the Office of Residence Life on or before the last day of registration (August 28, 2007 for Fall, January 15, 2008 for Spring), this Agreement is canceled with full refund of housing charges. The university enrollment deposit of \$250.00 is non-refundable regardless of the date of cancellation. Any cancellation after the last day for registration will be subject to the terms of the cancellation policy for current students.
- 7. Cancellation Policy for Current Students.** For purposes of this Agreement, Current Student is defined as any student not fitting the definition of New Student (see section 6).

#### A. Cancellation for Current Students for Fall

If Current Student, who meets housing exemption requirements outlined in Introduction, wishes to cancel this Agreement but intends to remain enrolled at Belmont or if cancellation is necessitated by one or more of the following events: graduation, withdrawal (not including involuntary withdrawal), or academic ineligibility, he/she may cancel agreement provided that written notification is received by the Office of Residence Life. After August 22, 2007, Current Student may only cancel for Fall by withdrawal. The table below outlines Current Student's responsibilities based on the date written notification is received in the Office of Residence Life. Please note: This table is independent of the University's refund table for tuition and other fees.

<i>Cancellation Date</i>	<i>Cancellation Fees?</i>	<i>Forfeit \$100.00 Housing Deposit?</i>
Before May 15, 2007	No	No
After May 15, 2007 but by August 1st, 2007	Yes (\$300.00)	No
After August 1, 2007 but by August 22, 2007	Yes (\$300.00)	Yes
After August 22, 2007	80% refund of fees	Yes
After August 29, 2007	60% refund of fees	Yes
After September 5, 2007	40% refund of fees	Yes
After September 12, 2007	20% refund of fees	Yes
After September 19, 2007	No refund of fees	Yes

Student removed from Belmont housing for disciplinary reasons will be responsible for all housing charges assessed for the semester he/she is removed. Student will forfeit the \$100 housing deposit.

If Current Student does not meet housing exemption requirements and intends to continue enrollment and chooses to vacate from his/her space, he/she will be responsible for all terms of this Agreement, including housing charges for the academic year.

#### B. Cancellation for Spring.

The term of this agreement includes the Spring semester. Belmont expects Student to complete the term of the agreement. However, Belmont may make the following provisions for cancellation of the agreement.

- If Current Student wishes to cancel this Agreement for Spring semester without penalty, he/she may do so only if cancellation is necessitated by one or more of the following events: graduation, voluntary withdrawal, participation in a Belmont program that requires Student to live away from the main campus for Spring semester, or academic ineligibility. Written notice of cancellation must be submitted by Student to the Office of Residence Life by November 15, 2007 and Student must be checked out of his/her space no later than December 15, 2007.
- No exemptions will be granted for the Spring semester to Students seeking an exemption based on age (21 years of age or over by August 21, 2007) or by earning 60 credit hours by the start of the fall semester. Other exemptions may be granted by submitting a written request to the Director of Residence Life by November 15, 2007. If approved, student must be checked out of his/her space no later than December 15, 2007.
- Student removed from Belmont housing for disciplinary reasons will be responsible for all housing charges assessed for the semester he/she is removed. Student will forfeit \$100 housing deposit.
- If Student initiates a voluntary withdrawal or is subject to an involuntary withdrawal after November 15th, Student is subject to a cancellation fee of \$300 as well as forfeiture of \$100 housing deposit. Cancellations after January 6, 2008 will be subject to a declining refund scale of housing and dining charges in addition to the aforementioned \$300 cancellation fee and \$100 housing deposit forfeiture. All cancellation requests must be submitted in writing to the Office of Residence Life.
  - If Current Student does not meet housing exemption requirements and intends to continue enrollment and chooses to vacate his/her space, he/she will be responsible for all terms of this Agreement, including housing charges for the term of the Agreement.

### 8. Assignment of Campus Housing Spaces and Roommates.

Unless prior arrangements for late occupancy have been made with the Office of Residence Life, failure of Student to occupy his/her assigned campus housing space by the first day of classes (August 22, 2007 or January 9, 2008) may result in loss of the assigned space. Belmont reserves the right to make housing and roommate assignments and to require Student to relocate within campus housing when assignments or relocations are necessary to carry out Belmont's educational and/or administrative purposes. This right to make alternate assignments and require relocations includes the authority to take such action as part of disciplinary sanctions. Nothing in this Agreement shall be interpreted to guarantee Student the right to live with a specific individual or to occupy a specific residential space. Occupancy of spaces by fewer or greater Students than the intended number requires the approval of the Office of Residence Life. Student is expected to only occupy assigned space. Any attempt to move a space other than Student's assignment will result in referral to the university judicial system. If one Student moves from his or her assigned space, the remaining Student(s) will maintain the space in a manner that would permit another Student to be assigned immediately. Belmont also reserves the right to assign Students to temporary accommodations in the event that occupancy is exceeded.

**9. Meal Plan Requirement.** Students living in the residence halls are required to purchase a meal plan of no less than 7 meals a week. All first semester freshmen must choose a meal plan of no less than 14 meals a week. Please choose carefully as Student will have to keep the same plan for the entire year, however, Student will be able to add additional Bruin Bucks at the beginning of each semester.

**10. Inventory and Inspection.** Belmont completes a "Room Condition Report" (RCR) prior to Student occupying an assigned residence hall or apartment space. The RCR notes the presence and condition of furnishings, fixtures, and equipment. In addition, any unusual damage or excessive wear to the space is noted. When Student moves out, Belmont completes a RCR that notes any damage or unusual wear to the furnishings, fixtures, equipment, and premises. Belmont deducts from Student's housing deposit the cost of repair or replacement necessitated by damage to the residential space or its contents that is beyond ordinary wear. Cleaning charges are assessed if Student does not leave residence hall or apartment space in a condition allowing immediate occupancy. Student is responsible for damage and/or cleaning charges in excess of the housing deposit.

**11. Checkout.** Student agrees to follow posted checkout procedures specific to his/her residential facility. Belmont reserves the right to require students to move from their residence within 24 hours of Student's last final exam at the end of each semester, or 6:00 pm on the day following the conclusion of final exams, which ever occurs first. If Student withdraws from Belmont prior to the expiration of the term of the agreement, Student agrees to notify the Office of Residence Life in writing of withdrawal and complete proper checkout procedures with the Residence Director of Student's facility within 48 hours of withdrawal from Belmont. Failure to check out within 48 hours of withdrawal or expiration of the license term will result in a \$100 per day late charge for each day. Late or improper checkout may also result in loss of the \$100 housing deposit. Students removed from Belmont Housing for disciplinary reasons will be required to complete proper checkout procedures within 48 hours following termination of this agreement. Failure to checkout by Student will result in a charge up to \$150.00 to change the lock on Student's former residential space. In addition, Student will be responsible for all costs associated with the removal of personal belongings remaining in the space.

**12. Furnishings, Additions and Alterations.** Student agrees not to alter, remove, trade, or exchange any furnishings, fixtures, or equipment owned by Belmont located in Student's residence hall or apartment space or complex. Student shall make no alterations or additions to residential space(s).

**13. Entry and Inspection.** Belmont reserves the right to enter and inspect Student's campus housing space for reasons including, but not limited to: 1) investigating suspected illegal activity or violations of Belmont policy or regulations, 2) assessing conditions that pose potential threat to the health or safety of campus housing residents, 3) performing maintenance/facility management duties.

**14. Personal Property.** Belmont assumes no responsibility for, and does not insure against the loss, theft, damage or destruction of, any of Student's personal property. Student is encouraged to carry personal property or renter's insurance. In addition, Belmont assumes no responsibility for any personal property (i.e. clothes, furniture, audio/video equipment, etc.) remaining in the housing space after the termination of this Agreement by Student or Belmont. Abandoned personal property will be disposed of at the sole discretion of Belmont, at Student's expense.

**15. Guests.** Student is responsible for the actions of his/her guests while on Belmont's premises, including adherence to Belmont policies.

**16. Expenses of Enforcement.** Student agrees that if it becomes necessary for Belmont to take action to enforce the terms and conditions of this Agreement, Student will pay all costs and expenses (including attorneys' fees) and any fines associated with its enforcement.

**17. Nondiscrimination.** In accordance with Section 504 of the Rehabilitation Act and other applicable state and federal civil rights laws, Belmont does not discriminate on the basis of race, color, age, national origin, or disability in the provision of residential facilities and services.

**18. Assignment.** Student may not transfer or assign the rights and interest granted by this Agreement to any other person.

**Signature:** My signature indicates my understanding and willingness to comply with the terms of this Agreement, which is a legally binding document, for the entire term of this Agreement as outlined in #2. **Term of License.**

Student Name (Please print)

Student signature (or parent if student is under 18 years old)

Date