

**2020-2021 Living Learning Center Contract**

I, \_\_\_\_\_, a registered student, hereinafter called the "Student" and Fisk University, hereinafter called the "University," hereby enter into this Living Learning Center Contract upon the following terms and conditions. **PLEASE NOTE:** This contract covers FALL, and SPRING SEMESTERS of the 2020-2021 Academic Year. It is not a one (1)-semester contract and cannot be canceled unilaterally after August 16, 2020 and prior to May 3, 2021 unless the student has graduated or withdraws from the University at the end of the semester. It is required of all undergraduate students who are unmarried and financially dependent on parental support, to reside on campus. Fisk believes that participation in the give-and-take of campus life is an indispensable part of a university education. Exceptions may be made by the Office of Residence Life and Campus Services when the student is a legal resident of Davidson County, or when there is a temporary shortage of residence hall space, or due to personal circumstances. When exception is granted, it must come in the form of written approval from the Office of Residence Life and Campus Services and must be received prior to the beginning of the registration period in which the student seeks permission for off-campus residence.

**NOTICE OF NONDISCRIMINATORY POLICY: Fisk University does not discriminate on the basis of age, race, nation, ethnic origin, color, creed, or sex, nor against otherwise qualified handicapped students in its admissions or academic standards, not in granting of scholarships, loans and other financial aid, or in planning and administering of its admissions, academic, athletic, housing, and other policies, nor in any other program, services and activities.**

1.1 SERVICES

1.2 The University will provide the student with space in a residence hall at the University during the term of this contract, except where a temporary assignment may be necessary.

1.3 The University will furnish the student the use of a single bed, chest of drawers, desk chair, and closet space.

2.1 RESIDENCE ASSIGNMENTS

2.2 The University agrees to assign accommodations only after the student has (1) endorsed the contract and (2) submitted the non-refundable room reservation deposit in accordance with University policy.

2.2.1 Current student Priority Deadline for submitting contract and non-refundable room reservation fee plus damage deposit: April 30, 2020.

2.2 The Office of Residence Life and Campus Services is not authorized to make any special financial arrangements relating to deposits or rent.

2.3 Subject to the availability of space, the University will make every effort to assign accommodations according to the student's preferences, but the University will not guarantee assignment to a particular room, building, type of accommodation, or specific roommate.

2.4 Transferring from one room to another within or between halls will depend upon the space available, and the date and time of the request. The necessity of the request to transfer will be closely scrutinized.

2.5 The University reserves the right to change or cancel assignments in the interest of order, health, safety, or discipline, with appropriate written notice.

2.6 The University will provide rooms for a maximum of two (2) students in designated residence halls.

3.1 OCCUPANCY

	Fall Semester	Spring Semester
3.2 HALLS OPEN	August 3, 2020	January 4, 2021
(Freshman International)	August 5, 2020	January 4, 2021
(Freshmen/New Students)	August 8, 2020	January 4, 2021
(Upper-classmen)	November 25, 2020	April 23, 2021 (non-seniors) May 3, 2021 (seniors)
HALLS CLOSE		

The student agrees that the duration of this contract is for the entire academic year (two semesters fall, spring) at the University.

3.3 The housing space assigned is available for occupancy at 9:00 a.m. on the first day of Orientation for new freshmen and 9:00

a.m. on the first day of registration for all other students, and must be vacated eight (8) hours after the student's last final examination, or after termination of student's status. All personal property must be removed from the premises of the University

at that time. Personal property not removed will be considered abandoned and may be disposed of by the University without liability to the University. The student will not be allowed to occupy a room prior to the official opening date or after the official closing date except under the following circumstances:

3.2-1 Graduating seniors remaining on campus for commencement activities must vacate by 5:00 p.m. following commencement.

3.2-2 By special written permission from the Director of Residence Life and Campus Services or an authorized designate of that office, in which case a per diem charge will be assessed.

3.4 Charges do not cover rental during the semester vacation periods and residence hall rooms may not be occupied during that time.

3.5 Students who occupy the living learning center but do not register, for whatever reason, will have a per diem charge assessed based off of refund policy.

**Room Occupancy Policy Change** - You must remove your personal property from your room if you have an outstanding bill with the University at the time the residence halls are closed for the semester. All personal property left in the room by students who still have financial obligations to the University will be deemed abandoned and will be donated to local charitable organizations. Also, if you expect to live on campus for the next semester, you must occupy your room by the first day classes begin for the new semester. Failure to return by the start of classes may result in the loss of a room for the semester.

4.1 USE OF FACILITIES - The University will, when necessary:

4.2 Require students to move to other accommodations in order to vacate a building or floor.

4.3 Change room assignments when vacancies occur in a double room. If directed by the University, the remaining resident must consolidate with another resident.

4.4 Control the use of the room, with medical direction, in the event of an epidemic.

4.5 Inspect all rooms in the presence of the resident whenever possible for purposes of inventory, fire protection, sanitation, safety, maintenance and rule enforcement.

5.1 RESPONSIBILITY FOR DAMAGE AND LOSS

5.2 The student's signature on the Room Condition form establishes the student's acceptance of the condition of the room and its contents at the termination of occupancy.

5.3 The student specifically agrees to be liable for damage or loss incurred to the building, room furniture and equipment, which is not the result of ordinary wear and tear. Damage within the student's room is the responsibility of the students assigned.

Damages that occur to public areas (i.e., restroom, lounges, study rooms, etc.) that are not attributable to or chargeable to a specific individual or group shall be equally shared by the residents of the living in the area where those damages occur. The student agrees to pay such damages to the University upon demand. All students are required to pay a \$100.00 damage deposit.

5.4 The student resident must check out in accordance with circulated check out procedures. Failure to do so will result in a loss of room damage deposit. In addition, the student will be assessed charges for failure to turn in a key and/or for the cleaning and damages at termination.

6.0 UNIVERSITY LIABILITY

**THE UNIVERSITY SHALL ASSUME NO RESPONSIBILITY FOR THEFT OR FIRE, DESTRUCTION OR LOSS OF MONEY, VALUABLES OR OTHER PERSONAL PROPERTY BELONGING TO, OR IN THE CUSTODY OF, THE STUDENT FOR ANY CAUSE WHATSOEVER, WHETHER SUCH LOSSES OCCUR IN STUDENT ROOMS, STORAGE ROOMS, PUBLIC AREAS, ELSEWHERE IN THE HALL, OR IN BAGGAGE RELATED TO SHIPMENT OR STORAGE. THE STUDENT IS RESPONSIBLE FOR OBTAINING PERSONAL PROPERTY INSURANCE AND IS ENCOURAGED TO DO SO. SEE THE DIRECTOR OF CAMPUS SERVICES & RESIDENCE LIFE IF INTERESTED IN PURCHASING INSURANCE.**

7.0 ASSIGNMENT OF CONTRACT

This contract is not transferable and shall not be reassigned by the student.

8.0 SEARCH AND ENTRY

The student specifically agrees to be bound by the Search and Entry procedures of the University as they now exist or as they may be hereinafter amended during the term of this contract. The University Search and Entry policy is found in the residence hall handbook.

9.1 UNIVERSITY AND LLC REGULATIONS

9.2 The student shall observe all University and Living Learning Center regulations. Failure to do so may result in removal from the living learning centers. The University in accordance with established rules and regulations may also take disciplinary action.

9.3 A notice of revocation of contract may be posted on the door of the student's room if the student is not available to receive the notice, after the University has made a reasonable effort to contact the student.

9.4 The University, by giving not less than one (1) day's written notice and any applicable hearing, may revoke this contract and require the student to leave a residence hall for (1) or more of the following causes:

9.3-1 The use, possession and/or sales of narcotics and dangerous drugs as defined by local, state and federal laws;

9.3-2 Gambling: participating in illegal gambling activities on University-owned or controlled property or at a function identified with the University;

9.3-3 Possession of firearms, fireworks, firecrackers or dangerous chemicals;

9.3-4 Possession of dangerous weapons as defined by the Student Code of Conduct. 9.3-5

Participation in unauthorized group activities (riots and raids) or illegal entry;

9.3-6 Disorderly, vicious or immoral conduct (indecent exposure) in or near the living learning center;

- 9.3-7 Possession or harboring of dogs, cats, birds, snakes or other animals; 9.3-8 Misuse, abuse, theft or destruction of residence hall property;
- 9.3-9 The use and/or possession of unauthorized heat-producing appliances or devices;
- 9.3-10 Refrigerators in excess of five (5) cubic feet;
- 9.3-11 The use by residents of their rooms or facilities of the building for commercial purposes or in association with commercial vendors, without permission from the Director of Campus Services & Residence Life;
- 9.3-12 Sales, solicitation or advertising unless authorized by the Director of Campus Services & Residence Life;
- 9.3-13 The installation or placement of any equipment, materials, etc., outside of the room which may be deemed unsightly, dangerous, or otherwise undesirable by residence officials;
- 9.3-14 The repair or storage of motorized vehicles or apparatus in housing areas either in or out of doors; 9.3-15 The unauthorized possession, use or sale of keys to University facilities;
- 9.3-16 Visitation by members of the opposite sex in restricted areas other than during regularly approved and visitation periods; 9.3-17 Unauthorized guests (children are not permitted to live in residence halls);
- 9.3-18 Behavior in the residence halls over periods of time indicating that the student is not able to adjust to the requirements of group living;
- 9.3-19 Interference with fire system, controls and equipment.
- 9.3-20 Interference with members of staff, including resident assistants, in the performance of their duties with the University; 9.3-21 Any violation of University disciplinary rules found in the current *Student Code of Conduct*;
- 9.3-22 Unauthorized or illegal use of telephones (i.e., charging unauthorized calls to any number) affiliated with the institution.
- 9.3-23 Any conduct deemed not to be in the best interest of the University and/or its students;

10.1 PAYMENT

10.2 This contract will be void without a room reservation fee of \$103.00 (currently enrolled students), which is non-refundable, plus the room damage fee of \$100 (new students), which is refundable.

**First-time Students: Must pay a one time non-refundable fee of \$403.00 to the Office of Recruitment & Admission. Room reservation fee and damage deposit is included in this fee. Make money order, cashier's check or certified check payable to: FISK UNIVERSITY. Mail to: Office of Recruitment & Admission, FISK University, 1000 17th Avenue North, Nashville, TN 37208. PRIORITY DEADLINE: April 30, 2020.**

**Returning Students. The Residence Hall Application is to be mailed to: Office of Residence Life and Campus Services, FISK UNIVERSITY, 1000 17th Avenue N. Nashville, TN 37208. PRIORITY DEADLINE: April 30, 2020. Your room reservation fee of \$103.00 must accompany your completed application and signed contract.**

11.0 BOARD

All students residing in University housing are required to pay the board fee and are expected to eat their meals in the dining room, as part of their experience with the campus community. Meal cards are non-transferable. There is a \$25.00 fee for meal cards confiscated due to improper use. (NO EXCEPTIONS.) Board is mandatory for students residing in the residence halls; however, meals are not provided during Thanksgiving or Spring Break.

12.0 TERMINATION OF CONTRACT - 12.1 Definition of Terms:

12.1-1 Termination - As used herein, termination refers to the discontinuance of the contractual relationship between the student and the University, which occurs after occupancy and only then when initiated by the University for reasons set forth below:

12.1-2 Cancellation - Under the contractual agreement the student may cancel his/her application for housing, if done so in writing prior to August 16, 2020 or January 13, 2021 and subject to the other provisions contained herein;

12.1-3 Occupancy - The student receives a hall assignment, appears at the assigned hall, and is issued a key to a specific room. Payment of room and board charges will constitute occupancy;

12.1-4 Removal - The student's contract shall be terminated and the student shall be required to vacate the assigned room for violation(s) of the provision(s) of the contract.

12.1-5 Improper Check-Out - Failure on the part of the student to properly vacate (i.e. inventoried out by a staff member and turn in a key). Improper check-outs will result in student fine.

12.2 The University may terminate this contract and take possession of any room at any time for violation of any of the provisions herein or where it is in the interest of the University and the student. This contract is automatically canceled if the student's enrollment is officially ended through withdrawal from the University.

12.3 Dismissal from the University through disciplinary suspension or expulsion will negate any refund of fees.

12.4 Application for refund after occupancy shall be made through the Business Office; however, such application shall not be processed until arrangements for final check-out are complete.

12.5 Should this contract be terminated, the student agrees to vacate the living learning center within twenty-four (24) hours unless special permission, in writing, has been obtained from the Director of Residence Life & Campus Services or a designate of that office.

12.6 Until all sums due and owed under this contract are fully paid the student may not register for future course work at the University (or its branches) or receive transcripts, diploma(s), or degree(s).

12.7 Should the student default in complying with any provision herein, the University may, at its election, terminate this contract, retain all payments made hereunder, or in the alternative, it may seek any other remedy in law or in equity which it may elect, including, but not limited to specific performance of the contract and damages.

12.8 The student agrees to pay all reasonable costs, attorney's fees and expenses that shall be made or incurred by the University in enforcing this contract.

12.9 Completion of this contract by the student does not constitute acceptance by the University.

13.1 CHARGES BEFORE OCCUPANCY

13.2 Under no circumstances will the \$103.00 room reservation fee be refundable.

13.3 For cancellation after 5:00 PM on the 7<sup>th</sup> day after the first day of classes, the student not only forfeits the \$100.00 room damage deposit but is charged the full term residence fees until cancellation is received from the student by the Business Office. At that time the charge will be adjusted in accordance with the University cancellation and refund policy.

13.4 NO SHOW - One who does not communicate, in writing intent to cancel by 5:00 PM the first day of registration and does not claim the space (space is forfeited) shall be charged the full residence fees for the entire semester.

13.5 Fisk University is prohibited from housing persons who are not enrolled students or who have not been admitted to the University and will not provide housing of any type to anyone who arrives as a walk-on. Absolutely, no walk-on room assignments will be made.

14.1 ROOM AND BOARD REFUND POLICY

14.2 If official withdrawal notice date is within the first day of class until one week after the semester begins, a student may receive a 100% refund for the Fall and Spring Semesters for room and board. Refunds are made as follows for the Academic Year 2020-2021:

<u>FALL SEMESTER</u>	<u>% OF ROOM &amp; BOARD REFUNDED</u>	<u>SPRING SEMESTER</u>	<u>% OF ROOM &amp; BOARD REFUNDED</u>
<u>WITHDRAWAL DATES</u>		<u>WITHDRAWAL DATES</u>	
August 17, 2020	80%	January 13, 2021	80%
August 24, 2020	50%	January 20, 2021	50%
August 31, 2020	No Refund	January 27, 2020	No Refund

15.1 KEYS

15.2 The charge for a replacement room key is \$103.00.

15.3 Keys may not be duplicated or given to any unauthorized person.

16.0 REMOVAL OF PERSONAL BELONGINGS

Residents are expected to remove personal belongings from their rooms within 24 hours after withdrawal from the University or upon termination of the residence contract. LLC refunds will be based upon the date the student's belongings are removed from the room and the date upon which the student signs the LLC Check-Out Form. It is the student's responsibility to be certain the Check-Out Form is signed and dated correctly. If a resident fails to remove personal property from their room within 24 hours after withdrawal or dismissal, property will be promptly removed from the LLC and disposed of after occupants are given a 72 hour notice from the Office of Residence Life and Campus Services.

17.1 QUIET HOURS/VISITATION

17.2 Residents are required to conform to the Quiet Hours and Visitation Policies. Failure to do so may result in a sanction under the Student Code of Conduct.

STUDENT NAME (please print) \_\_\_\_\_

DATE \_\_\_\_\_

STUDENT SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_