

Belmont University Residence Life Housing Occupancy Agreement 2023-2024

This is an Occupancy Agreement made by and between the student whose name appears on the statement of confirmation 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 23, 2023; 2) married and/or has custodial 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 Bruin Guide, Belmont University’s student handbook, as well as the contents of The Handbook for Residential Living booklet. If Student is under age 18, a parent or legal guardian must sign the Agreement confirmation, 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 19, 2023, at 8:00 A.M. or upon authorized check-in through 6:00 P.M., Saturday, May 4, 2024, or upon authorized check-out. **This license will be temporarily suspended while residential complexes close during Winter Break (December 16, 2023, 3:00 pm through January 8, 2024, 10:00 a.m.) unless expressed permission is granted for interim break housing (see Interim Break Housing Addendum).** 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 Catalogue, and The Bruin 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 Application Fee (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 application fee. This is a one-time fee that remains on Student’s account and is nonrefundable.
- 5. **Enrollment.** As a condition of occupancy, Student agrees to register for and remain eligible to complete a minimum of 12 credit hours each semester during the term of this Agreement. Students drop below 12 credit hours of active study must appeal to the Associate Dean of Students, Director of Residence Life to remain in campus housing.
- 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:

A. Cancellation for Fall or Spring.

If written notice of cancellation for Fall or Spring semesters is received by Residence Life on or before August 1, 2023, for Fall and December 16, 2023, for Spring, this Agreement is cancelled with full refund of housing charges. Any cancellation after the above mentioned dates will result in a cancellation fee of 25% of their room rate and after August 30, 2023, for Fall and January 17, 2024, for Spring the student is subject to the proration table below after the first day of classes. The university enrollment deposit of \$250.00 is nonrefundable 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 23, 2023, 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.

DATE	FALL CANCELLATION POLICY
3/29/23 – 5/31/23	\$800 cancellation fee and full refund of meal plan cost

6/1/23 – 8/30/23	Cancellation fee is 25% of your semester housing rate and full refund of meal plan cost
8/31/23 – 9/3/23	60% refund of housing and meal plan cost
9/4/23 - 9/10/23	40% refund of housing and meal plan cost
9/11/23 - 9/17/23	20% refund of housing and meal plan cost
9/18/23 -	No refund.

Any student removed from Belmont housing for disciplinary reasons will be responsible for all housing charges assessed for the semester he/she is removed. The \$100 Housing Application fee is nonrefundable.

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.

- i. If a 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 Residence Life by December 16, 2023, and Student must be checked out of his/her space no later than December 16, 2023. Refer to v. of this same section for cancellations after December 16, 2023.

- ii. 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 23, 2023) or by earning 60 credit hours before the start of the fall semester. Other exemptions may be granted by submitting a written request online through the MyBelmont Housing page by December 16, 2023. If approved, student must be checked out of his/her space no later than December 16, 2023.
- iii. Student removed from Belmont housing for disciplinary reasons will be responsible for all housing charges assessed for the semester he/she is removed.
- iv. **If Student initiates a cancellation, or is subject to an involuntary withdrawal after December 16, 2023 Student is subject to a cancellation fee of \$400.**

- v. Any cancellation not outlined in i. and/or after December 16, 2023 cancellation deadline will be subject to the proration table below. All cancellation requests must be submitted in writing to the Office of Residence Life. 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.

DATE	SPRING CANCELLATION POLICY
12/16/2023 – 1/7/2024	\$400 cancellation fee and full refund of meal plan cost
1/8/24 – 1/16/24	Cancellation fee is 25% of your semester housing rate and full refund of meal plan cost
1/17/24 – 1/21/24	60% refund of housing and meal plan cost
1/22/24 – 1/28/24	40% refund of housing and meal plan cost
1/29/24 – 2/4/24	20% refund of housing and meal plan cost
2/5/24 –	No refund.

- vi. 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 23, 2023, for Fall or January 10, 2024, for Spring) 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 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.** All students living on campus are required to have a meal plan. All freshmen living in residence halls are required to purchase a minimum meal plan 14 meals a week. Upperclassmen students are required to purchase a minimum meal plan of 7 meals per week. Meal plans can be altered within the requirements until the last day to drop/add in the fall semester and after drop/add are unalterable for the rest of the academic year. 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 any point in the 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. Cleaning charges are assessed if Student does not leave residence hall or apartment space in a condition allowing immediate occupancy.
- 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 May 4, 2024, whichever occurs first.

If Student withdraws from Belmont prior to the expiration of the term of the agreement, Student agrees to notify 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. Any belongings left after this time period will be packed up and shipped to the student address on file with the university. Student will be responsible for all costs associated with the removal of personal belongings remaining in the space.

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 to change the lock on Student’s former residential space based on current lock change rates. Any belongings left after this time period will be packed up and shipped to the student address on file with the university. Student will be responsible for all costs associated with the removal of personal belongings remaining in the space.

In the event of a university mandated removal from housing (excluding disciplinary reasons), with the approval from Residence Life, the student may request additional up to 2 weeks from the date of the notice to remove their belongings from their residential space. This only applies to their belongings; the student will not be able to live in the hall during this time. Any belongings left after this time period will be packed up and shipped to the student address on file with the university. 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. Student is prohibited from accepting payment of any kind in exchange for use of Belmont premises by a guest, either directly or through an online platform such as Airbnb or Couchsurfing.
- 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.** Belmont University is a Christian community. The University faculty, administration, and staff uphold Jesus as the Christ and as the measure for all things. As a community seeking to uphold Christian standards of morality, ethics, and conduct, Belmont University holds high expectations of each person who chooses to join the community. In compliance with federal law, including provisions of Title IX of the Education Amendments of 1972, Title VII of the Civil Rights Act of 1964, Sections 504 of the Rehabilitation Act of 1973, Belmont University does not discriminate on the basis of race, sex, color, national or ethnic origin, age, disability, military service, or sexual orientation in its administration of education policies programs or activities; its admissions policies; or employment. Consistent with applicable civil rights law, the University seeks employees of Christian faith who are committed to the mission of the University. The University has appointed the director of the Office of Human Resources to serve as coordinator of compliance with Title VII and IX issues and questions for staff and faculty. The Director of Title IX Compliance and Prevention Programs serves as coordinator of compliance for Title IX issues and questions for students.
- 18. Assignment.** Student may not transfer or assign the rights and interest granted by this Agreement to any other person.

Interim Break Housing Addendum

Residential complexes will close for the Winter Break from December 16, 2023, at 3:00 pm, through January 8, 2024, 10:00 am. This addendum outlines the responsibilities of students expressly permitted to reside on campus during the break period due to a) residing in a residential complex remaining open during this time, b) paying the cost-per-night required for interim housing, or c) otherwise being permitted by the Associate Dean of Students or designee to remain on campus during the break period per expressed, written consent.

All campus residents remaining on campus during the Winter Break should be registered with Residence Life as an interim break resident and will assume all charges for break housing that are incurred. Students must acknowledge the following outlined responsibilities during this period. Acknowledgment of this Addendum does not imply permission to remain on campus during the Winter Break period. Unauthorized campus residents will void any protections of this Agreement and may be held accountable to violations of the Code of Conduct as outlined in the Bruin Guide.

Informed Consent, Assumption of the Risk, and Release Agreement

1. Belmont must inform students that there are inconveniences and risks associated with residing on campus during the Winter Break. These include:
 - a. No food service on campus for the duration of the Winter Break.
 - b. No visitation allowed in my room by any person regardless of their enrollment status at Belmont.
 - c. Limited in-person support from the Residence Life office, possibly limited to only of one Residence Life professional on call.
 - d. No in-person support from university services such as Counseling Services, University Ministries and Student Engagement.
 - e. Limited occupancy by other students of my residence facility.
 - f. Risks of harm to my physical and/or mental health and risk of damage to my property arising out of dangers, hazards, and risks inherent in living alone in a largely unoccupied facility over the holidays.
2. Despite these risks and conditions, the Student, individually, and on behalf of the Student's family and personal representatives, freely assumes all risks and responsibilities surrounding living on campus during Winter Break. The Student must release, waive, and discharge Belmont, its trustees, officers, employees, agents, and representatives (in their official and individual capacities) from any and all responsibility and liability for any injuries, illnesses, and/or claims of whatever kind that the Student may sustain to person or property which arise out of living on campus during Winter Break.
3. The Student understands that this Agreement modifies the Housing Occupancy Agreement to the extent its provisions are in conflict with the Agreement. Otherwise, the Agreement remains in full force and effect.