



Commented [SV(1)]: Why does it have a grey background.

MOVE-IN AGREEMENT

ACADEMIC YEAR CONTRACT

Fall 2022: **August 17th to December 14th** Spring 2023: **January 6th to May 3th**

Commented [SV(2)]: We will more than likely have to add some new language about infectious diseases. The language will be forthcoming.

Agreement: I agree to the terms stated in the electronic Housing Contract listed on-line, the items listed below, and Housing policies listed in the Student Handbook. I understand that a Dining Membership plan is required for all freshmen and sophomores who live on campus. ***Rules and Regulations for Housing and Residence Life** below.

Parental Guarantor: Through completion of this step and signing the move-in agreement, you are agreeing to the terms of the UTC Housing Parental Guarantor and certifying that you have discussed this in full with your parent, legal guardian or sponsor. Furthermore, you are stating that your parent, guardian or sponsor understands and accepts the following terms.

1. The Housing Contract is incorporated herein and has been entered into by the resident, subject to completion as appropriate. UTC Housing, requires, as a condition of the acceptance by Landlord of the Housing Contract, a guarantee by the prospective Resident's parent(s), guardian, or other sponsor. The requirement of this Guaranty is in recognition that most Residents in such community do not have independent financial means, but this Guaranty shall be in force irrespective of the financial means of the Resident.
2. Guarantor (legal parent, guardian or sponsor) authorizes Landlord to use reasonable and necessary means to obtain payment from the parent, guardian or sponsor in the event the Resident's financial obligations have not been fulfilled.
3. The Guarantor(s) acknowledges that it shall have liability under this Guaranty, notwithstanding any of the foregoing:
 - o That the Landlord renews the Housing Contract, grants Resident extensions of time within which to pay amounts due or perform any of Resident's obligations under the Housing Contract, or the fact that the Guarantor was not notified of any changes or amendment to the Housing Contract;
4. The inability of the Resident or any other guarantor to be responsible under the Housing Contract or this Guaranty by virtue of their legal incapacity or disability
5. The fact that the guarantor was not given prior notice of the default by Resident under the Housing Contract.
6. In addition to the amounts guaranteed, Guarantor(s) agrees to pay a reasonable attorney's fee and all costs imposed under the terms of the Lease or required as appropriate in enforcement of this Guaranty.

Meningococcal Meningitis Vaccinations: New incoming students, who are less than 21 years of age, who will be residing in on campus housing, must have documentation of a dose of conjugate vaccine at greater than or equal to 16 years of age.

By signing the move-in agreement I acknowledge that I have received and read the information on Meningococcal Meningitis. I understand this disease is rare, but life-threatening. I assert that I have received the required conjugate vaccine and understand that the University of Tennessee at Chattanooga will not be held

responsible if I contract the disease.

Senate Bill No. 425: Sexual Offenders whose victim was a minor, shall not knowingly reside or conduct and overnight visit as a residence in which a minor resides or is present.

<https://publications.tnsosfiles.com/acts/111/pub/pc0374.pdf>. I acknowledge awareness of the law.

Rules and Regulations for Housing and Residence Life at The University of Tennessee at Chattanooga

1. Any amendments to the online contract must be in writing and acceptable to both parties. The terms of the contract remain in effect with all changes in assignments within the agreement period.
2. **Visitation:** Freshmen residents may have guest of the opposite sex in the apartment from 12pm to 12am. Upperclassmen Residents must agree to a visitation policy governing when members of the opposite sex may or may not visit.
3. **Overnight Guest:** Resident acting as a host may have an individual overnight guest of the same gender provided permission is secured at least one (1) day in advance from the Resident Director. Guests are not permitted unless the host is present. Guests are subject to the rules and policies of the University and visits are limited to no more than three (3) days. Hosts are responsible for the actions of their guest(s). Overnight visiting by members of the opposite sex is not allowed.
4. You Are Permitted to Reside Only in the Room You Are Assigned. You shall not reside in any campus residence hall room not assigned to you.
5. **Reassignment of Room/Closure of Residence Halls.** UTC reserves the right to make changes to room assignments as necessary due to the coronavirus/COVID-19 pandemic. UTC further reserves the right to withdraw its permission for you to continue to reside in campus housing should it be determined by UTC, within its sole discretion, that it is appropriate or necessary to close its residence halls due to health or safety concerns, including the coronavirus/COVID-19 pandemic.
6. University policy requires all freshmen and sophomore residents to participate in the UTC Dining plan during the fall and spring semesters. All unused monies on the last day of the semester will be eliminated.
7. Students are responsible for knowing and abiding by all the rules and regulations that are found in the Student Handbook. Students are responsible for knowing and abiding by all safety regulations published by the University of Tennessee at Chattanooga and will not engage in any activities that can endanger any person or property of the UTC community.
8. **Contract Dates:**
 1. Fall 2022 semester August 17th to December 14th.
 2. Spring 2021 semester January 6th to May 3th.
9. **Winter Break:** Residence halls will close on Wednesday, December 14, 2022 at 12pm. **Any resident needing accommodations between December 14th at 5pm and January 6th, 2022 must register with Housing and plan to change rooms to a centralized location on campus.** Residents will be required to turn in their room key and/or have their card access turned off for the break period.
10. When a student ceases to be enrolled at the University of Tennessee at Chattanooga, he/she will be required to vacate the premises within 24 hours of withdrawal from the University. Fees for breaking the housing contract will be assessed. All residents must be enrolled as full-time students unless exempted by the Housing Office.
11. Subletting by the student is not permitted.
12. The University reserves the right to make any changes in the accommodation it deems proper or necessary. Double rooms are to be occupied by two (2) persons. Triples are to be occupied by three (3) persons. Quads are to be occupied by four (4) persons. In case one of the occupants moves, the remaining student(s) agrees to accept an assigned roommate(s) or to move to another room upon request. When available, a student may request a double room to be occupied privately at a higher rate.

Commented [WC3]: should we add "Room key and swipe cards should only be in the assigned residents possession and should not be loaned out to others."

Commented [SV(4R3)]: Yes. Look to see what other campuses have in their contracts.

13. The University provides the basic furniture necessary for each room, suite or apartment. This furniture is the property of the University and cannot be moved from one unit to another. The occupant(s) of each room, suite or apartment will be held responsible for loss or damage within the unit and/or its contents and shall be assessed by the University for the cost of all repairs and for replacement or moving of the furniture.
14. The University is not responsible for damage to, or disappearance of personal possessions of the student under any circumstances. **In case of fire or other damages or losses, students' personal possessions are not insured by the university. Students and parents are strongly advised to insure their own possessions.**
15. The use of gas/charcoal grills will not be permitted in the Residence Halls. The only exception to this would be the use of grills for organized and approved University functions.
16. Gambling, the use or possession of alcoholic beverages, illegal drugs or narcotics, visitation other than specified in the housing option (noted in the Student Handbook), the use or possession of firearms or fireworks, and the housing of cats, dogs, or other animals are prohibited, violate this contract, and are subject to disciplinary action, including dismissal from University housing.
17. The University is a smoke-free environment.
18. **RIGHT OF ENTRY BY UNIVERSITY OFFICIALS:** By signing this Housing Contract, the Resident expressly consents to allowing University officials to enter the Leased Premises during the term of the Housing Contract under the conditions provided under this Section 20. (1) Safety/Maintenance Inspection. (2) Search Inspection. (3) Emergency Inspection. For more specific details, refer to the Housing Contract.
19. Residents are responsible for following all safety rules promulgated by the Departments of Public Safety and the Housing Department. Rules include the prohibition against fire hazards, including, but not limited to, candles, incense, other open flames, and Halogen Lamps. Damaging and or interfering with smoke and fire detection equipment and failure to follow fire evacuation procedures and directives from safety officers or resident staff are also violations of safety rules.
20. Quiet hours have been established in each residence hall and the apartment complexes. The following hours are in effect seven days a week: from 10:00pm to 7:00am.
21. Residents are responsible for the care and cleaning of their rooms and apartments. Double-sided foam tape, nails, contact paper, etc. are not to be used on the walls and furniture. A staff member will perform monthly inspections of rooms/apartments.
22. Residents are not permitted to move furniture from within their rooms/apartments outside of the room/apartment. Any furniture in public areas should remain in its designated place.
23. Pets are not allowed in the residence halls or apartments, with the exception of fish in a 10-gallon tank.
24. [Improper room changes - room changes made without the permission of the Resident Director, are subject to an administrative processing fee.]
25. Students are prohibited from using technology resources to violate any state or federal law including copyright and licenses agreements Examples: illegally downloading, storing, and/or sharing copyrighted materials, viewing child pornography and thief of confidential information. Violations may result in termination of access, disciplinary review, expulsion, and possible legal action. For complete information see the UTC Acceptable use practices at: <https://www.utc.edu/information-technology/information-security/acceptable-use-policy>
26. **Keys and ID Cards.** Possessing, using, or duplicating University keys, University access cards or University identification cards without authorization from the University or unauthorized entry into or use of University facilities is prohibited.
 - Keys are to remain in the possession of the person to whom they are issued. If you lose your key, you must immediately inform a staff member so that the security of your room can be established as quickly as possible.
 - Lost keys will result in a lock change and associated costs. If a student mistakenly locks himself out of his room, a loaner key may be obtained at the residence hall complex office. For safety and security reasons, students are required to show a photo ID to receive a loaner key. The loaner key must be returned within 48 hours. If the key

Commented [WC5]: @Sample, Valara (Val) is this still a thing?

Commented [SV(6R5)]: I don't think we have used this practice in a while; however, I would remove the dollar amount.

is not returned in the 48 hour period, the lock will be changed and the associated charges will be assessed to the student's account.

Students are allowed to check out a loaner key three(3) times per academic year without penalty. On the forth and successive times thereafter, a service charge of \$5 per lockout/loaner key will be assessed to the student's account.

27. Additional rules and regulations are found in the Housing Contract, Student Handbook, and other University publications or official bulletin boards. Each student is expected to abide by all University rules and regulations.

The University does not discriminate with regard to race, color, religion, or national origin in the assignment of housing space.

(Revised March 2022)