


AUSTIN PEAY STATE UNIVERSITY  
POLICIES AND PROCEDURES MANUAL

Policy Number: 3:016	Supersedes Policy Number: 3:016
Date: August 6, 1992	Dated: August 1, 1986
Subject:  Student Residence Regulations and Agreements	
Initiating Authority:  Vice President for Student Affairs	TBR Policy/Guideline Reference:  3:03:01:00, 3:03:03:01, Chapter 0230-4-1, as filed under TUAPA with the State Attorney General and Secretary of State (State Authority: T.C.A. Section 49-8-203)
Approved:  President	

A. GENERAL TBR PROVISIONS APPLICABLE TO ALL  
STUDENT RESIDENCE AGREEMENTS AND LEASES

1. All student residence facilities, including residence halls and apartments, shall be limited to occupancy by full-time students and housing staff of the University, provided that apartments may be occupied by spouses and children of full-time students if so designated by the University; and provided further that part-time students may be approved for occupancy of student residence facilities in the discretion of the institution. In addition, residence facilities may be occupied by staff of the University and may be leased to other persons in connection with programs and activities on campus when such facilities are not occupied or needed by students. All students shall have an equal opportunity to reside in student residence facilities regardless of race, sex, marital status, creed, color, national origin, or disability, provided that separate housing may be provided on the basis of sex or marital status.
  
2. All students 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 may make any alterations, additions, or improvements to a residence unit without the written consent of the University.

3. No student shall assign the lease of any residence unit, or sublet the unit, and any attempted assignment or sublease shall be void without the written consent of the University.
4. Each student who occupies any residence unit agrees to pay the University, 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, or guests or invitees of the student.
5. The University does not maintain insurance on any personal property of students, and all personal property of students on the premises shall be at the risk of the students. The University shall not be liable for any damages to or theft of personal property of students in residence units.
6. The University shall not be liable for any damages or injuries to any student or the occupants 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 other occupant of the premises, or from any lack of repair of the facility or any accident occurring in or about the facility, except as authorized by and allowed pursuant to T.C.A. Sub Section 9-8-207. Each student who occupies any residence unit agrees to indemnify and hold the University harmless from and against any and 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.
7. All student residence facilities shall be used for private residential purposes only. No student shall permit any objectionable noise or odor to escape from the residence unit, permit or create a nuisance, or disturb any other resident of the unit or the facility.
8. Officials and agents of the University may enter the residence unit at all reasonable times to examine and inspect the unit, or to render service or repairs and may remove any signs, fixtures, alterations, or other objects not in conformity with this policy, the rules of the institution, or applicable law. Any residence unit may be searched with the consent of the student or any other occupant of the unit, or without such consent upon a finding of probable cause and the issuance of an authorization to search by the appropriate official of the University or of any court with jurisdiction. Consent by any other occupant of the unit who is not a member of the family of the student under suspicion shall not extend to any personal belongings of, or areas restricted for exclusive use by, the student under suspicion.
9. TERMINATION OF LEASE AGREEMENT
  - A. BY THE STUDENT-A request for the termination of this agreement must be

August 1 if applying for the academic year and no later than December 15 if applying for the Spring Semester in order to receive a full refund of deposit. CANCELLATION AFTER THESE DEADLINES WILL RESULT IN FORFEITURE OF DEPOSIT. Deposits may not be transferred.

- B. BY THE UNIVERSITY-This agreement shall terminate at the discretion of the Office of Housing/Residence Life in the event of any of the following:
1. The premises are destroyed, or in the opinion of the Office of Housing/Residence Life, unsuitable for occupancy for any other reason.
  2. The student fails to fulfill financial obligations specified in this agreement, if the student violates any terms in this agreement or university Housing/Residence Life policy, or if the student loses status as an enrolled student for any reason. In such circumstances, the student will be given 24 hours to vacate the premises.
  3. The student is not accepted to the University. In such cases, the student is charged a daily rate for occupancy in the residence halls/apartments.
  4. Other extenuating circumstances whereby the student is given thirty (30) days notice in writing by the Office of Housing/Residence Life.

10. REFUND POLICIES

A. RENT

1. A pro-rated rent refund will be made if a student is forced to move out of the residence halls due to personal illness (confirmed in writing from a licensed physician) OR at the request of the University for other than disciplinary reasons (i.e. marriage, academic suspension).
  2. A percentage refund of rent will be made if the student is forced to move out of the university housing due to withdrawal from the University. This percentage refund will be the same as the percentage refund policy for general maintenance fees (see Undergraduate/Graduate bulletin).
  3. No refund of rent will be made if the student moves out of the residence halls for any other reason except those noted in 1 and 2 above.
11. No pets or animals of any nature shall be permitted in any residence unit or in any residence facility; provided that if authorized in writing by the University, fish in aquariums of a designated size may be allowed.

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12. All students who occupy any residence unit shall be subject to the rules, regulations, policies and procedures of the Board and the University related to conduct and student housing, including visitation regulations, and the provisions of this policy, and University's student handbook and residence handbook, shall be incorporated by reference into each student residence lease agreement or rental agreement.
13. All student residence agreements and leases shall be limited to maximum term of one year, but may be renewable for additional terms at the election of the University.
14. The rental fee payable for any student residence unit shall be established by the institution at the beginning of any academic term, and shall be subject to increase during the term of any agreement by the University at any time upon twenty (20) days notice before the beginning of the next semester in the event such an increase is approved by the Tennessee Board of Regents.
15. In the event any student or other occupant of a residence unit fails to comply with any terms or conditions of the residence agreement or lease, including the timely payment of rent, or with any rule, regulations or policy incorporated therein by reference, the University may declare the lease or 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.
16. Any student or other occupant of a residence unit who fails to comply with any terms or conditions of the residence agreement or lease, or with any rule, regulation or policy incorporated therein by reference, or who fails to make timely payment of all rental due or for damages caused to the premises, shall be liable to the University for all expenses, including collection costs and reasonable attorney's fees, incurred by the University in the enforcement or collection of the obligation involved.
17. The University is hereby authorized to require a security deposit and/or an application fee for students who apply for residence hall facilities, which deposit or fee may be forfeited by the student in the event he or she fails to enter into a residence agreement or lease, or fails to comply with any other covenant, term or condition of the agreement or lease or incorporated by reference herein.
18. The term of any student residence agreement or lease for a residence hall unit may be for any or all of the regular semesters within the academic year of the University, but shall not include any period between semesters, any holiday or vacation periods, or summer periods unless otherwise designated by the University.

19. Rental for student residence hall units shall be payable in its entirety in advance of the beginning of the term involved and payment thereof shall be a condition precedent to the student being an enrolled student for the term.

Notwithstanding the foregoing provision, each University shall offer an optional payment plan under which a prorated amount of the rental for student residence hall units shall be payable monthly in advance during the term. The monthly payment plan shall include the following provisions: (a) Requirement that all federal or state financial aid granted to a student electing a monthly payment plan first be applied to the residence hall rental for the full term and to maintenance fees or distributed to the student; (b) Assessment of a monthly service charge and a late payment charge established from time to time by the Tennessee Board of Regents; (c) Requirement that any deposit or application fee paid by a student electing the monthly payment plan be retained until the end of the term and applied against any balance due if necessary; (d) Denial of readmission to any student who has not paid in full any rental and interest thereon, service charges, and late payment charges.

20. Students in residence hall units may be assessed on a pro rata basis for damages in corridors, bathrooms, lounges, and other common areas within or around a facility, either by floor or area or by the entire facility, following a hearing before the designated officials or body of the University.
21. In the event any occupant of a multiple occupancy residence hall unit ceases to reside in the unit for any reason, the University shall have the right to reassign the remaining occupants to other student residence facility units on campus.
22. The term of any student residence agreement or lease for an apartment unit may be for any portion or all of a calendar year, subject to such renewal as may be provided by the University.
23. Rental for student apartment units shall be payable monthly in advance, provided that the University may require advance payment of rental for a period in excess of one month. The first periodic payment shall be payable in advance of the beginning of the semester involved, and payment thereof shall be a condition precedent to the student being an enrolled student for that term. Any monthly or periodic payment which is not paid on or before the tenth day after such payment is due shall be subject to a late payment charge established from time to time by the Tennessee Board of Regents.
24. In the event any student apartment unit is occupied by two or more students, the unit shall be subject to the same conditions as student residence hall units at the University.
25. Exceptions to the provisions of this policy may be made pursuant to the written terms of a student residence agreement, subject to the approval of the Chancellor of the Tennessee Board of Regents or his or her designee.

**B. UNIVERSITY ELIGIBILITY**

1. All full-time freshman single students under twenty-one (21) years of age not residing with their parents or legal guardians must reside in University housing and participate in a University food plan with a ten (10) meal plan minimum.
2. Residents must be enrolled for at least twelve (12) semester hours during each term, unless they have received special permission from the Director of Housing/Residence Life. If a resident ceases to attend classes for any reason other than illness, he/she will be asked to move from the residence hall. If a student withdraws from the University, he/she must vacate his/her residence hall room as soon as possible after he/she completes his/her withdrawal procedures.
3. Married students living with their spouses and single students with dependent children have first priority for housing assignment in Emerald Hills Apartments (family housing). Single students with special needs would have second priority; other single students (non-freshmen) have third priority when no space is available in regular student housing.

**C. UNIVERSITY RESIDENCE HALL CONDUCT AND DISCIPLINARY SANCTIONS**

1. Residents are expected to live by the general academic and social standards of Austin Peay State University as stated in the student contract (which follows in Section .03) and in the Student Handbook. Persons who violate residence hall regulations are subject to disciplinary action through the University Judicial System.
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. No pets or animals of any nature shall be permitted in any residence unit in any residence facility.
  - b. Obscene photographs, drawings, or other objects may not be displayed in any residence unit in any residence facility.
  - c. The possession or use of electrical appliances such as hot plates, toasters, and toaster ovens, griddles, grills, deep fat fryers, electrical skillets, and electrical heaters is prohibited in all residence facilities except the use of cooking appliances is permitted in Meacham Apartments because kitchen facilities are provided.
  - d. The use of incense is prohibited in all residence facilities.

- e. No student shall permit any objectionable noise or odor to escape from the residence unit, permit or create a nuisance, or disturb any other resident of the unit or facility.
  - f. Residents may not permit unauthorized persons to reside in their residence units.
  - g. Visiting in a residence unit with a member of the opposite sex at times other than announced visitation periods is prohibited.
3. Occupants of a residence unit shall be responsible for all conduct in a unit, including the conduct of visitors and guests.
  4. Any residence unit may be searched with the consent of any occupant of the unit, or without such consent upon a finding of probable cause, and the issuance of an authorization to search by the appropriate University official or by any court with jurisdiction. Consent by an occupant other than the one under suspicion shall not extend to any personal belongings of, or areas restricted for exclusive use by, the occupant under suspicion unless the consenting occupant is a member of the family of the occupant under suspicion.
  5. Upon a determination that a resident has violated any of the rules, regulations, or disciplinary offenses set forth in these Student Residence Regulations the disciplinary sanctions listed in the Austin Peay State University Code of Student Conduct, which is incorporated herein by reference, may be imposed, either singly or in combination, by the appropriate University official.
  6. Disciplinary action against a student for violating any rule, regulation, or disciplinary offense related to student housing shall be carried out in accordance with the procedures described in the Austin Peay State University Code of Student Conduct, which is incorporated herein by reference.

D. UNIVERSITY RESIDENT RESPONSIBILITIES

1. Any student who occupies a 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 occupancy, the student shall surrender the premises in the same condition and repair, ordinary wear and tear excepted. No student may make any alteration, addition or improvement to a student residence unit without the written consent of the Director of Housing/Residence Life.
2. Each student who occupies a student residence unit agrees to pay the University, immediately upon demand, for any and all damages to the unit, including but not limited to damages to exterior and interior walls, ceilings, floors, windows, doors, locks, hardware, plumbing 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 or guests or invitees of the student.

3. Students in student residence units may be assessed on a pro rata basis for damages in corridors, bath areas, lounges, and other common areas within or around a residence facility, either by floor, area, or entire facility if individuals responsible for the damages cannot be determined. The group assessment shall be preceded by a hearing before a designated official or body of the University.
4. When vacating the residence unit, a student must officially check out with the Resident Assistant and review the room condition sheet signed at the time of occupancy. Failure to do so shall result in a charge of \$10.00 to the student's account.
5. Residents shall be charged a \$35.00 fee for replacement of a residence hall key and core.
6. Each student shall pay to the University the rental provided for the particular housing to which the student is assigned, and such payment is to be made each semester or prior to registration.

#### E. VISITATION POLICY

1. Definitions
  - a. "Residence hall" means any building, apartment, or other facility owned or operated by a university to provide housing accommodations for students, but does not include married student housing facilities.
  - b. "Residence hall visitation" means the visitation by visitors of the opposite sex with residents in residence halls.
  - c. "Open house" means the opening of student residence halls for invited visitors at time specifically connected to and association with special campus wide festivities observed by the university.
  - d. "Resident" means any student residing in a residence hall.
  - e. "Visitor" means any person invited by a resident to visit in a residence hall.
2. Invited guests of the opposite sex may visit in residence hall rooms, depending on the type of visitation program designated for that hall.
3. Types of visitation programs are:
  - A. Residence Halls - Noon - Midnight



**B. Meacham Apartments - 8:00 A.M. - Midnight**

Visitation guidelines are maintained to ensure privacy and security for students housed in residence halls and apartments. Specifically, "visitation" refers to regulated access to student rooms by members of the opposite sex.

**GUIDELINES FOR VISITATION**

1. In enclosed corridor-style halls, all guests of the opposite sex must:
  - A. Present a picture ID
  - B. Sign in/out at security desk
2. Residents are accountable for the actions of their guests.
3. In any residence hall, the residents may elect to adopt a program of shorter or less frequent visitation periods. The hours of frequency may not be extended, however.
4. A member of the residence hall supervisory staff is required to be on the premises during room visitation periods.
5. Each guest must check in and out through the residence hall lobby.
6. Each guest must be escorted from the lobby to the room he or she is visiting, and from that room back to the lobby by the student host or hostess.
7. Room checks may be made by supervisory personnel at any time during room visitation.
8. The visitation program will not be conducted during the week of final exams or during breaks between semesters.
9. Visitation violation sanctions are:
  - a. **FIRST VIOLATION:** Person violating residence hall visitation policies will receive an informal discipline warning with related sanctions applied.
  - b. **SECOND VIOLATION:** The student will be referred to the Director of Housing/Residence Life for a formal discipline hearing. Appropriate judicial sanctions will be applied.

**F. UNIVERSITY CONTRACT TERM AND CONDITIONS**

1. "The housing contract term shall extend from the first day of the specified school

term (except summer term), except during stated recesses of the University, until twenty-four (24) hours following final examinations of the subsequent Spring Semester, or until twenty-four (24) hours following graduation for persons graduating, or until twenty-four (24) hours after termination of student status."

2. Requests for cancellation of the contract must be approved by the Director of Housing/Residence Life. Failure to make such a request for cancellation by August 1st for academic year and December 15th for Spring Semester could result in the forfeiture of the deposit, plus an assessment of prorated cost of rent for the assigned housing from the first day housing opens through the first day of late registration. This assessment will be made even if the request for cancellation is approved.
3. The University's acceptance of the housing contract shall not constitute a guarantee of assignment to a particular type of accommodation.
4. Assignments to or occupancy of a room does not include vacation periods, but will begin and end on the dates of the semester(s) as indicated in the University Bulletin. Occupancy of a room between semesters must be approved by the Director of Housing/Residence Life.
5. Residents shall hold harmless the University from any suit, action at law or other claim whatsoever resulting from or arising out of any injury to the student's person or property while an occupant of a residence hall under this contract, except where such injury is caused by the negligence of the University or its agents. (If the student is a minor, the covenant contained in this paragraph shall be construed as the covenant of the student and his or her parents or guardian.)
6. The University reserves the right of entry to any room for purposes of health and sanitation inspection, maintenance inspection, and, during normal working hours, to perform maintenance or custodial work.

G. UNIVERSITY RESERVATIONS (DEPOSIT, CANCELLATION AND REFUND POLICIES)

1. All students residing in the University housing are required to have \$100.00 reservation/damage deposit on file.
2. Request for cancellation of the contract must be approved by the Director of Housing/Residence Life. Failure to make such request for cancellation by August 1st for academic year and December 15th for Spring Semester will result in the forfeiture of the reservation/damage deposit, plus an assignment of prorated cost of rent for the assigned housing from the first day housing opens through the first day of late registration. This assessment will be made even if the request for cancellation is approved.

3. The University will make a pro rata refund of the student's rent on a daily calendar basis when the student is forced to withdraw from the residence hall because of personal medical reasons confirmed in writing by a licensed physician, or at the request of the University for other than disciplinary reasons pursuant to Tennessee Board of Regents Rule 0240-2-6-.02 (9) (a) and (9) (d). A full refund will be made in case of the death of a student. Withdrawals for other reasons, except disciplinary reasons, will be subject to the 75%-25% amounts and time periods as maintenance fees. No refunds will be made other than under the above conditions.
4. A refund of the reservation/damage deposit will be made only if the University is notified by August 1st for the academic year and December 15th for Spring Semester, if the student is unable to enter the University because of medical reasons confirmed in writing by a licensed physician or if residence hall space is not available. Full refund also will be made in the case of the death of the student.
5. No refund will be made to a student dismissed or suspended for disciplinary reasons.

H. SPECIAL REGULATIONS APPLICABLE TO PARTICULAR HOUSING FACILITIES

1. The following additional regulations shall apply to students residing in Family Housing:
  - a. Only married students or single students with one (1) or more dependents may reside in Family Housing.
  - b. Residents must notify the University at least thirty (30) days in advance of termination of the lease.
  - c. Residents must pay monthly rental as it becomes due on the first day of each month in advance at the Business Office.
  - d. The resident shall not assign, sublet, or part with the possession of the whole or any part of the premises without first obtaining written consent of the University.
  - e. The resident shall permit the University and its agents, at all reasonable times, to enter upon the premises and to examine the condition thereof and make necessary repairs.
  - f. The resident shall remain liable for rent until all of the premises, with keys to same, are cleared of all persons, goods, or things not belonging to the University. Liability shall cease when the keys have been tendered or

delivered to the Housing/Residence Life Office of the University for inspection of the property and approval of refund, if any.

- g. Residents shall not obstruct sidewalks, entrance halls, passages, stairways, or fire escapes, or use them for any purposes other than ingress to and egress from the respective apartments.
- h. Residents shall not hand or place objects on the windows, terraces, balconies, fire escapes, or window sills, nor shall any mops, towels, tablecloths, or rugs be hung or shaken from any of the windows or doors.
- i. Residents shall not attach to, or connect with the electric fixtures within the leased apartment, lamps, fixtures, or appliances of any sort, except such that are approved by the University. No radio or television aerial shall be installed on the roof or exterior walls of the building without prior written consent of the University.
- j. The lease of student tenants who are graduating from the University shall terminate ten (10) days following date of graduation.

I. MISCELLANEOUS

- 1. For the protection of residents, no solicitation, whether in person or by telephone, shall be permitted in residence facilities. Any person selling or soliciting in residence facilities should be reported to Public Safety.
- 2. Small refrigerators are permitted in residents' rooms providing the following: they are U.L. approved; they draw no more than 1.5 amps of current while running or are no larger than 3 cu. feet storage; they are in good repair.