



EAST TENNESSEE STATE UNIVERSITY
BUCCANEER RIDGE APARTMENTS HOUSING LICENSE AGREEMENT
2009 - 2010

THIS AGREEMENT is made and by East Tennessee State University, Johnson City, TN 37614, Buccaneer Ridge Apartments, by its agent, Department of Housing and Residence Life (hereinafter referred to as the "Landlord" and "Agent, @ respectively), and (Hereinafter referred to as "Tenant").

DESCRIPTION OF PREMISES AND TERM: The landlord hereby let and agreements unto Tenant, and Tenant hereby let and agreements from Landlord a rental space in Apartment Unit No. of BUCCANEER RIDGE APARTMENTS located on the campus of EAST TENNESSEE STATE UNIVERSITY, Johnson City, TN 37614. The period of occupancy for each term in which your rented apartment covers: (check the appropriate box next to the apartment description)

Academic Year Agreement: (Fall and Spring Semesters), four (4) bedrooms, two (2) bathrooms, a kitchen and a living/dining area. It is understood that the Tenant's rental spaces (hereinafter the "Premises") consist of the exclusive use and occupancy of one of the bedrooms, bathroom, and the shared use and occupancy of the kitchen, washer and dryer and living/dining area with the other tenant.

The Premises are to be used and occupied by the Tenant as a residence, from August 28th, 2009 for Fall semester through May 7th, 2010, or if applicable 3:00pm on the day of commencement exercises (Hereinafter the "Term"). It is expressly understood that this agreement is for the entire Term of the AGREEMENT as long as the tenant is an enrolled student of East Tennessee State University. Accordingly, the Tenant's obligation to pay rent hereunder shall continue for the entire Term of this agreement and until all sums due Landlord hereunder have been paid in full.

Extended Agreement: (Fall, Spring, and Summer Semesters) four (4) bedrooms, two (2) bathrooms, a kitchen and a living/dining area. It is understood that the Tenant's rental spaces (hereinafter the "Premises") consist of the exclusive use and occupancy of one of the bedrooms, bathroom, and the shared use and occupancy of the kitchen, washer and dryer and living/dining area with the other tenant.

The Premises are to be used and occupied by the Tenant as a residence, from August 28th, 2009 for Fall semester through August 13th, 2010, or if applicable 3:00pm on the day of commencement exercises (Hereinafter the "Term"). It is expressly understood that this Agreement is for the entire Term of the agreement as long as the tenant is an enrolled student of East Tennessee State University excluding the summer terms. Accordingly, the Tenant's obligation to pay rent hereunder shall continue for the entire Term of this Agreement and until all sums due Landlord hereunder have been paid in full.

RENT: Tenant, in return for the use of the Premises and in consideration of the covenants and agreements contained herein, shall pay the Landlord according to the payment schedule for the type of apartment selected. Payment schedules for the fiscal year should be available by July 15th of each year. Service fee and late fees are defined by the payment option selected. All rent shall be paid at the Financial Services Office. Checks tendered shall be made payable to EAST TENNESSEE STATE UNIVERSITY. Rent for the extension of an Academic Year Housing Agreement to include the summer term shall be the difference between total rent for an Extended Housing Agreement and total rent for an Academic Year Housing Agreement.

Methods of Payment (required)

The entire semester rent will be charged to your account in full at the beginning of each semester. Listed below are the payment options for both financial aid and non-financial aid recipients.

Financial Aid Recipients (i.e., grants, scholarships, loans)

All Financial Aid will be applied to semester tuition, fees, rent charge, and any other obligations to the University before any amount will be refunded to the student. If your financial aid will not cover your charges in full, the remaining balance can be paid in full by the fee payment due date or on the deferred payment plan of the University.

Non-Financial Aid Recipients - Payment option to be negotiated with the Financial Services Office.

Option 1: Pay all tuition, fees, and semester rent in full by the fee payment due date.

Option 2: Elect the University Deferred Payment Plan by paying 50% of any tuition, fees, and semester rent plus a service charge by the fee payment due date. The remainder will be due in two equal installments during the course of the semester.

Option 3: Pay any tuition and fees in full by the fee payment due date and elect to pay rent on a monthly basis.

ACKNOWLEDGMENT

TENANT HEREBY ACKNOWLEDGES THAT HE OR SHE HAS READ THIS AGREEMENT, THE TERMS OF THE AGREEMENT, THE RENTAL APPLICATION AND THE RULES AND REGULATIONS. TENANT UNDERSTANDS THAT THE RULES AND REGULATIONS MAY BE AMENDED FROM TIME TO TIME AND ARE FOR THE PURPOSE OF PROTECTING THE PREMISES AND PROVIDING FOR THE SAFETY AND WELL BEING OF ALL OCCUPANTS OF THE PREMISES, AND AFFIRMS THAT TENANT WILL, IN ALL RESPECTS; COMPLY WITH THE TERMS AND PROVISIONS OF THIS AGREEMENT. TENANT ACKNOWLEDGES THAT THIS AGREEMENT IS A LEGAL DOCUMENT AND IS INTENDED TO BE ENFORCEABLE AGAINST TENANT IN ACCORDANCE WITH ITS TERMS AND CONDITIONS. TENANT SHOULD SEEK COMPETENT LEGAL ADVICE IF ANY PORTION OF THIS AGREEMENT OR RELATED DOCUMENTS IS NOT CLEAR OR OTHERWISE UNDERSTOOD BY TENANT.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed effective the day and year first above written.

CAUTION - IT IS IMPORTANT THAT YOU THOROUGHLY READ THIS AGREEMENT BEFORE SIGNING.

Tenant signature line, Student E Number, Date, Housing Official signature line, Date

LAST DAY TO CANCEL AGREEMENT & RECEIVE DEPOSIT REFUND IS JUNE 2, 2009. LAST DAY TO CANCEL HOUSING AGREEMENT IS July 31, 2009.

WHITE - ORIGINAL COPY YELLOW - STUDENT COPY