



EAST TENNESSEE STATE UNIVERSITY
BUCCANEER RIDGE APARTMENTS AGREEMENT
SPRING
2019

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 and

_____ (Hereinafter referred to as "Resident").
(Print first name, middle name, and last name)

DESCRIPTION OF PREMISES AND TERM: East Tennessee State University hereby let and agreements unto resident and resident hereby let and agreements from ETSU 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 apartment unit at BUCCANEER RIDGE APARTMENTS consists of:

- Phase I-IV 2-Bedroom Unit.** It is understood that the Resident'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 resident.
- Phase I 4-Bedroom Unit.** It is understood that the Resident'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 resident.
- Phase IV-V Efficiency Unit.** It is understood that the Resident's rental spaces (hereinafter the "Premises") are for the resident's exclusive use and occupancy of the unit.
- Phase IV-V One Bedroom Unit.** It is understood that the Resident's rental spaces (hereinafter the "Premises") are for the resident's exclusive use and occupancy of the unit.

The Premises are to be used and occupied by the Resident as a residence, from January 11, 2019 through May 3, 2019, or if applicable 8:00pm 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 resident is an enrolled student of East Tennessee State University, except in cases where exception is granted by the Director of Housing and Residence Life.

RENT: Student hereby agrees to pay to the University the amount of the prevailing rate established by the University and its Board of Trustees for each semester for the term of this Agreement for the privilege of residing on the premises.

RULES AND REGULATIONS: This Agreement is subject to the provisions of the East Tennessee State University Board of Trustees' policy on Student Residence Regulations and Agreements available on the Housing website at https://www.etsu.edu/students/housing/documents/2007_etsu_housing_handbook.pdf and the provisions of the Code of Student Conduct available in the Undergraduate Catalog and the Graduate Catalog <http://catalog.etsu.edu/content.php?catoid=7andnavoid=295>

ACKNOWLEDGMENT: Resident hereby acknowledges that he or she has read this Agreement, the terms of this Agreement, and the rules and regulations in the Code of Student Conduct and the Student Residence Regulations and Agreements. Resident understands that the rules and regulations may be amended from time to time and are for the purpose of protecting and providing for the safety and well-being of all occupants of the premises, and affirms that Resident will, in all respects; comply with the terms and provisions of this Agreement. Resident acknowledges that this Agreement is a legal document and is intended to be enforceable against resident in accordance with its terms and conditions. Resident should seek competent legal advice, if any portion of this contract or related documents is not clear or otherwise understood by Resident.

IN WITNESS WHEREOF, the parties have executed this Agreement this date.

THIS AGREEMENT IS FOR ONE SEMESTER: SPRING 2019. READ IT CAREFULLY BEFORE SIGNING. THE LAST DAY TO CANCEL AGREEMENT and RECEIVE DEPOSIT REFUND IS JANUARY 2, 2019; THE LAST DAY TO CANCEL AGREEMENT WITH FORFEIT OF DEPOSIT IS JANUARY 7, 2019.

Resident

Student E Number

Date

Parent/Guardian's Signature of
Student Under 18 Years of Age

Housing Official

Date

BUCCANEER RIDGE APARTMENTS
EAST TENNESSEE STATE UNIVERSITY TERMS OF AGREEMENT
SPRING 2019

1. **ELIGIBILITY:** Each student living in the apartments must be enrolled at East Tennessee State University as an undergraduate, graduate, or a medical student for the fall and spring semesters unless he or she has received special permission from the Director of Housing and Residence Life. It is the prerogative of the Director of Housing and Residence Life to refuse a room assignment to any applicant or to terminate the occupancy of any resident when there is justification. Residents who were enrolled spring semester and/or those registered for fall semester are allowed to live in the apartments during the summer term without being enrolled for summer. Graduate students, medical students, seniors, juniors, and sophomores will normally be housed in Buccaneer Ridge Apartments. The Director of Housing and Residence Life may make exceptions for eligibility. Phase V one bedroom apartments – resident must be married or a single parent. Resident and co-resident must both remain in residence throughout the time of occupancy. Single parents must have legal custody of child and child must live with parent. The child must be under the age of 7 during the time of occupancy. Phase V efficiency apartments – resident must be a single, full-time graduate student. The Director of Housing and Residence Life may make exceptions for eligibility. Where applicable, co-residents who are not enrolled at ETSU must obtain a non-student ID through ID Services that will provide them with an identification number.
2. **TIME FOR DELIVERY:** ETSU shall not be liable to Resident for any damages resulting from ETSU's inability to deliver possession of the Premises to Resident at the commencement of the Term, provided however, Resident shall not be liable for payment of any rent until possession of the Premises has been delivered to Resident. Resident may cancel this Agreement if possession of the Premises has not been delivered within 30 days of the commencement of the Term.
3. **RESIDENT'S OBLIGATIONS AND RESPONSIBILITIES:** Resident agrees to keep and maintain the Premises in good and clean condition, excepting reasonable wear and tear, and to make no alterations or additions thereto without the prior written consent of the ETSU or the Agent. The Resident will keep the sinks, lavatories and commodes open and will immediately report any malfunctions to Facilities. The Resident shall reimburse ETSU for the cost of all repairs made necessary by, or resulting from, Resident's abuse or careless use of the Premises.
4. It is understood that Resident will be occupying the apartment unit jointly with another resident(s), and resident(s) shall also be held liable for a pro rata share of any damages to the common areas of the Premises and its furnishings, fixtures, walls, ceilings, floors, carpets and doors unless the party solely responsible for such damages can be reasonably ascertained. Accordingly, Resident must exercise responsibility to see that the entire apartment unit is maintained in good order, repair and well kept. Resident shall immediately report to the apartment manager and the East Tennessee State University Public Safety Department any acts of vandalism to the Premises or the apartment unit in which the Premises are located. Resident shall promptly report to the apartment manager any repairs, which need to be made to the Premises.
5. Resident may appeal any pro rata damage charge to the Director of Housing and Residence Life or the designee of the Director. The decision of the Director or designee shall be binding on both ETSU and the resident.
6. **LIABILITY:** The Department of Housing and Residence Life shall not be liable for any personal conflict of Resident with co-residents, Resident's guest or invitee, or with any other residents that reside at BUCCANEER RIDGE APARTMENTS. Therefore, a conflict between residents does not constitute grounds for termination of agreement. The Department of Housing and Residence Life shall not be liable for any personal injury to Resident, or the guest or invitee of Resident or damage loss to Resident's property, including but not limited to any injury, loss or damage caused by burglary, assault, vandalism, theft or any other crimes resulting from any act or failure to act by the Resident 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 TCA 9-8-112. All personal property placed or kept in the Premises, or in any storage room or space, or anywhere on the adjacent property of ETSU shall be at Resident's sole risk and ETSU shall not be liable for any damages to, or loss of, such property. Resident is encouraged to secure apartment-dwellers or similar insurance to cover any loss or damage to personal property. Each Resident who occupies any residence unit agrees to indemnify and hold the institution 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 Resident.
7. A maintenance request by the co-resident of the apartment unit occupied by Resident shall constitute permission for ETSU, or its agent or employees to enter the apartment unit. Resident shall reimburse ETSU for the cost of any repairs attributable to or caused by Resident's abuse, carelessness, or misuse of the Premises and ETSU shall invoice the Resident for the costs of any such repairs, including a reasonable charge for management overhead, which charges shall constitute additional rental. Resident may appeal any such charges to the Director of Housing and Residence Life or designee, whose determination shall be binding on ETSU and Resident.
8. **ASSIGNMENTS OR SUBLETTING:** Resident shall not allow anyone to share the Premises, nor shall Resident assign, sublet or transfer his/her interest in the Premises, or any part thereof, without the Department of Housing and Residence Life's written consent and any attempted assignment of sub-Agreement shall be void.
9. **SERVICES:** ETSU and the Department of Housing and Residence Life is not liable for loss or damages resulting from the interruption of heat, electricity, water, sewer, telephone, cable TV, data line or any other utility services, or for the malfunction of machinery or appliances serving the Premises or any part of the apartment complex in which the Premises

are located. ETSU and Department of Housing and Residence Life is not liable for injury or damage except as authorized by and allowed pursuant to TCA 9-8-112 to person or property caused by any defect in the heating, gas, electricity, water, or sewer systems serving the Premises. In no event shall ETSU or the Department of Housing and Residence Life be liable for damages or injury to persons or property caused by wind, rain, fire or other acts of God, and Resident hereby expressly waives all claims for such injury, loss, or damage.

10. SECURITY: The Department of Housing and Residence Life will provide safety and security via the East Tennessee State University Public Safety Department. The Department of Housing and Residence Life, at its sole option, may elect to install certain security devices or measures that are not required by law. For example, each apartment unit may be equipped with a switch which, when activated, will sound an alarm indicating an emergency within that particular apartment unit. The installation of such an alert or alarm system shall not be construed as an under taking or representation by ETSU that it will monitor such system or that it will provide personnel to respond when an alarm has been activated. It is further understood that the ETSU may elect to discontinue this service at any time, with or without notice to Resident.
11. BREACH, ABANDONMENT, FORFEITURE AND TERMINATION: Upon Resident's failure to make any payment of rent when due, or upon Resident's breach of any other terms, covenants, agreements, or conditions herein contained and any other rule or regulation incorporated into the Agreement by reference, or if Resident abandons or vacates the Premises prior to the expiration of the Term, then, at its sole option the Department of Housing and Residence Life may peacefully re-enter and repossess the Premises after giving the resident or other occupant notice to vacate the premises within twenty- four (24) hours, and remove and put out Resident and Resident's personal property in the manner allowed by the ETSU Board of Trustees. In the event of such re-entry and repossession by the Department of Housing and Residence Life, Resident shall be liable for all costs, fees and damages incurred by ETSU and such re-entry shall not be deemed an acceptance by the ETSU or a surrender of any rights of ETSU or otherwise constitute a re-Agreement of Resident from the terms of this Agreement.
12. DAMAGE TO THE PREMISES: If the Premises are partially destroyed by fire or other casualty not attributable to the negligence or carelessness of the Resident or Resident's guest or invitee, the Premises shall be promptly restored and repaired by ETSU and any rent for the period that the Premise are untenable shall abate, unless the Department of Housing and Residence Life provides Resident with suitable alternative living space, in which event rent will not be abated. If, however, the Premises are substantially destroyed, then this Agreement may be terminated by either the Department of Housing and Residence Life or Resident, in which event the rent due hereunder shall cease to accrue as of the date of such damage or destruction. Notwithstanding the foregoing, it is expressly understood and agreed that Resident shall not be excused from paying rent if the damage or destruction to the Premises is the result of or is attributable to the negligence or carelessness of Resident or the guests or invitee of Resident, and Resident shall be charged for the cost of any repairs or clean-up attributable to Resident's carelessness or negligence.
13. In the event of fire or other casualty, the Resident shall immediately notify the Department of Housing and Residence Life. Resident agrees to maintain his or her own insurance on personal property, furniture, clothing, and valuables kept by Resident in or about the Premises, and ETSU shall have no liability with respect to the same whether such items are lost or damaged by theft, fire, water damage or other casualty.
14. RELOCATION: For purposes of operating efficiency, the Department of Housing and Residence Life reserves the right, upon five (5) days advance written notice when possible, to relocate Resident to another apartment unit at BUCCANEER RIDGE APARTMENTS. The Department of Housing and Residence Life shall assist Resident in moving Resident's personal property to such new unit. ETSU retains the right to assign Residents to other bedrooms in the apartment unit in which the Premises are located. Where applicable, ETSU retains the right to assign Residents to other bedrooms in the apartment unit in which the Premises are located. The Department of Housing and Residence Life, to the extent practical, will honor Residents' requests for the sharing of a particular apartment unit.
15. A resident requesting to move to another bedroom or unit must have prior written approval from the Department of Housing and Residence Life and be responsible for the cost to return the bedroom or unit moved from to acceptable standards. A \$50 cleaning fee may be assessed to the resident.
16. CHECK-IN AND CHECK-OUT PROCEDURES: Immediately preceding Resident's taking possession of the Premises, Resident will conduct an inspection of the Premises and shall note on the Information Inventory Assessment form any conditions which are unacceptable to Resident and which the Department of Housing and Residence Life agrees to correct, repair or otherwise remedy, and any other conditions observed, whether or not the Department of Housing and Residence Life agrees to repair or remedy same. The Department of Housing and Residence Life will inspect the Premises upon Resident's surrendering possession thereof at the termination of this Agreement and note in the space provided on the Department of Housing and Residence Life copy of said Information Inventory Assessment form the condition of Premises, including all appliances, furnishings and fixtures therein, and any damage done thereto which is deemed by the Department of Housing and Residence Life to have arisen during Resident's occupancy and use of the Premises. Resident shall surrender possession of the Premises in a clean and sanitary condition, including, but not limited to, all appliances and the kitchen, living/dining, and bath area. It is understood and agreed that Resident's failure to follow the prescribed check-out procedures and to return all keys to the Buc Ridge Clubhouse, may result in the partial or full forfeiture of the security deposit posted hereunder, but in no event shall such forfeiture be construed as liquidated damages. Resident shall request a receipt for all keys submitted to the Buc Ridge Clubhouse. If all keys issued to Resident are not returned to the Buc Ridge Clubhouse, Resident shall pay all costs associated with re-keying the Premises.

17. **RESIDENT OBJECTION NOTIFICATION:** Resident shall, within fifteen (15) days after occurrence, notify the Department of Housing and Residence Life, in writing, of any alleged violation by the Department of Housing and Residence Life of any of its obligations arising under this Agreement or otherwise. Any notices or demands to ETSU, whether pursuant to this Agreement or otherwise, must be in writing and must be delivered by hand delivery or certified mail, Return Receipt Requested, to: Department of Housing and Residence Life, East Tennessee State University, Box 70723, Johnson City TN 37614. The failure of Resident to make such notification in writing, within the time prescribed shall constitute a total and complete waiver of said objection and shall not be alleged by Resident as any grounds for nonperformance of any provision of this Agreement in a court of law or otherwise. For the purpose of serving or receiving demands, persons authorized are Apartment Manager or Director of Housing and Residence Life, P.O. Box 70723, East Tennessee State University, Johnson City, TN 37614.

18. **VALIDITY OF AGREEMENT:** If any provision of this Agreement shall be interpreted to be invalid, unconscionable or otherwise unenforceable, such interpretation shall not in any way whatsoever affect the validity of the remaining provisions of this Agreement.

19. **CANCELLATION OF THE AGREEMENT:** Resident may cancel this Agreement under the circumstances indicated below.

(A) Prior to the Beginning Date of the Agreement:

- a) Prior to taking occupancy, if Resident has signed the Agreement and decides to cancel, Resident must notify ETSU in writing by June 1 for the fall semester, January 7 for the spring semester and May 6 for the summer term.
- b) If Resident has signed the Agreement but is not enrolled in classes or does not properly check into the facility by 6:00 PM of the first day of classes, the Department of Housing and Residence Life may terminate this Agreement unless prior arrangements in writing were made. Resident will be subject to forfeiture of the deposit.
- c) If the Resident has signed the Agreement and option (b) above has been executed and the Resident does become an enrolled student of the University, the Agreement will be reinstated and appropriate charges will be assessed to the student contingent upon space being available.

(B) During the Terms of the Agreement:

- a) If the Resident officially withdraws from the University during the fall semester and properly checks out from the apartment, the Department of Housing and Residence Life may cancel the Agreement effective 24 hours from date and time of withdrawal and refund rent in accordance to the University's published 75%/25%/0% refund schedule. In the event the Resident enrolls for the spring semester or summer term, the agreement may be reinstated and appropriate charges will be assessed to the resident contingent upon space being available. The deposit will be forfeited.
- b) If the Resident officially withdraws from the University during the spring semester and properly checks out from the apartment, the Department of Housing and Residence Life may cancel the Agreement effective 24 hours from date and time of withdrawal and refund rent in accordance to the University's published 75%/25%/0% refund schedule. In the event the Resident enrolls for any portion of the summer term, the Agreement may be reinstated and appropriate charges will be assessed to the Resident contingent upon space being available. The deposit will be forfeited.
- c) If the Resident does not plan to return to the University for the spring semester and notifies the University in writing, the Agreement will terminate **24 hours from the last final exam of the fall term**. In the event the Resident enrolls for the spring semester or summer term, the agreement may be reinstated and appropriate charges will be assessed to the Resident contingent upon space being available. The deposit will be forfeited.
- d) If the Resident becomes academically ineligible to return to the University, the agreement will be canceled **within 24 hours of the last final exam of the term**. If the Resident does become an enrolled student of the University, the agreement will be reinstated and appropriate charges will be assessed to the student contingent upon space being available. The deposit will be forfeited.
- e) If the Resident graduates, the Agreement will be canceled at 6:00 PM on the day of commencement.
- f) If the Resident marries during the term of Agreement and notifies the Department of Housing and Residence Life in writing, the Agreement may be canceled upon checkout only after proof of marriage legally recognized in the State of Tennessee is received. The deposit will be forfeited.
- g) If the Resident participates in an off-campus academic experience, he/she may be eligible for release from the Agreement, provided that the experience requires resident's regular and/or continued presence at a location significantly distant from the campus so as to constitute an undue hardship on the resident, to be determined at the discretion of the Department of Housing and Residence Life. Resident must petition for such relief by

submitting a written request to the Director of Housing and Residence Life or designee outlining the nature of the academic experience and may be required to provide additional supporting documentation.

- h) For reasons other than those listed above in items (a) through (g), the Agreement terminates at the end of the agreement period.

20. Pets are not allowed in the rental units. The following shall apply to a violation of this policy:

- a) **FIRST:** A written warning will be issued to the Resident specifying the complaint, and the Department of Housing and Residence Life may, in its discretion, declare the Agreement to be in default. Resident will also be responsible for cleaning and replacement of carpet due to any damage.
- b) **SECOND:** Upon a second violation, the Department of Housing and Residence Life may declare the Agreement to be in default and subject to a discipline hearing. Resident will be responsible for the cost of any damage to the unit.

21. The Department of Housing and Residence Life acknowledges the right of Resident to entertain friends and to have guests. Resident, members of Resident's family and guests shall at all times maintain order in the apartment and at all places on the grounds, and shall not make or permit any loud, improper or boisterous conduct or otherwise disturb the comfort or interrupt the sleep of other residents. In the complex all radios, television sets, phonographs, stereos or any other appliances or items which may cause noise, etc. must be turned down to a level of sound that does not annoy or interfere with other residents. No band instruments shall be played on the premises at any time. No incense or other odor producing items shall be used on the premises. Because of the nature of the apartments, it is understood the Resident shall permit no objectionable noises and/or odors to escape from the residence unit, permit or create a nuisance or disturb any other resident of the unit or the facility. In order for a Resident to refute a complaint, it is understood that the burden of proof is upon the Resident who must refute such charge with clear, convincing and undisputable evidence.

22. The driveways, sidewalks, courts, entry passages, stairs and halls shall not be obstructed, used for bicycles, motorcycles and other vehicles or any purpose other than ingress and egress. Parking of resident vehicles in other than designated parking area is strictly prohibited, ETSU reserves the right to refuse parking of any vehicle that may endanger life or property. Although guest parking is provided, these spaces may prove inadequate at certain times, such as when residents may be entertaining or on college activity weekends. Resident agrees to abide by East Tennessee State University Parking and Traffic Regulations and in particular not to double park, park in fire lanes, obstruct the flow of traffic, park in prohibited area, park on landscaped areas or otherwise violate parking provisions in force from time to time. Campus parking decals shall be required and in the event apartment complex parking decals shall be required, Resident agrees to display such decals as instructed. Resident agrees that for such violation of any parking regulations in force from time to time, including failure to display decal, Resident's vehicle and the vehicle of Resident's guests may be subject to being towed at Resident's expense or to fines put in force by the ETSU from time to time.

23. Use of the pool shall be governed by the rules and regulations posted in the pool areas and shall be at the risk of Resident and Resident's family and guests. No guest shall be permitted at the pool or clubhouse facilities except in the accompaniment of a Resident. Resident does hereby indemnify the Department of Housing and Residence Life, and hold the Department of Housing and Residence Life harmless against all claims for personal injury sustained by Resident and Resident's family and guests in their use and enjoyment of the pool or other provided facilities. Children are to be supervised by their parents at all times.

24. Use of foil and other similar unsightly materials over windows is strictly prohibited. Windows and doors shall not be obstructed. The Department of Housing and Residence Life provides blinds on windows and such blinds will not be removed. If Resident installs draperies over the blinds, any damage will be repaired or removed by Resident or at Resident's expense. Damage to property, including but not limited to paint, plaster, cabinets, carpets, floors, furniture or damage to any part of the premises caused by leaving windows or doors open during inclement weather will be the responsibility of the Resident.

25. ETSU shall be responsible for replacement of all interior light bulbs and tubes. Resident shall be responsible for reporting outages. Resident may be responsible for cost of replacement in cases of abuse. Colored bulbs are not allowed in balcony lights.

26. Washing vehicles and performing mechanical work thereon is strictly prohibited unless special areas are designated at ETSU's sole discretion.

27. Storage of any flammable or explosive items is strictly prohibited on or about the Premises or apartment complex.

28. Each bedroom is furnished with a switch which, when activated, will sound an alarm indicating an emergency within that particular apartment unit. If the alarm is falsely activated the following shall apply.

FIRST INCIDENT: A \$100.00 assessment may be placed on the Resident's account.

SECOND INCIDENT: A \$200.00 assessment may be placed on the Resident's account and ETSU may, in its discretion, declare the Agreement to be in default.

29. Balcony areas are to be kept in a clean and orderly manner. They are not to be used as storage areas and articles are

not to be hung over railings. ETSU reserves the right to impose a reasonable charge for violation of this provision as well as for any littering by Resident. Exterior hallways are to be kept in a clean and orderly manner. They are not to be used as storage areas and articles are not to be hung over railings.

30. For the safety of Residents, fire codes prohibit the use of gas grills at any time on apartment balconies, breezeways, or entry passages within the complex.
31. Where applicable, Residents agree to notify the Department of Housing and Residence Life immediately when there is any change in the number of the family of the Resident. In the event husband wife separate for a period exceeding one (1) month, or the child of a single parent ceases to live with the parent on a full time basis, the Department of Housing and Residence Life shall be notified and the Resident shall, without further notice required by law, terminate the tenancy and vacate the premises immediately.
32. The University does not provide supervisory personnel for children at Buccaneer Ridge. The Residents are responsible at all times for the supervision of their children.