

**RULES  
OF  
MIDDLE TENNESSEE STATE UNIVERSITY**

**CHAPTER 0240-07-07  
RESIDENTIAL LIFE AND HOUSING**

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**0240-07-07-.01 PURPOSE.**

- (1) A student residence facility is a densely populated community composed of students with many different interests, habits, and tastes. Middle Tennessee State University (MTSU or University) is committed to the concept that on-campus student residence facilities should provide an atmosphere conducive to both living and learning, where in a spirit of cooperation and consideration of others, students may live, study and relax together. This rule establishes the process for managing and maintaining such an atmosphere.

**Authority:** T.C.A. §§ 49-8-101(a)(2)(A) and 49-8-203(a)(1)(D). **Administrative History:** New rules filed February 8, 2022; effective May 9, 2022.

**0240-07-07-.02 DEFINITIONS.**

- (1) Assigned Living Space. The personal dwelling unit of a student and/or occupant residing within a student residence facility.
- (2) Guest(s). Any person invited by a student resident, occupant, or the University to visit in a student residence facility.
- (3) License Agreement (Agreement). The contract document setting forth the terms of occupancy of any student residence facility/unit as between the University and student residents that occupy such student residence facility/unit.
- (4) Occupant(s). Legal spouse or child residing with a student resident in an assigned living space. Occupant(s) may be referred to as resident(s).
- (5) Premises. Any student residence facility owned or operated by the University to provide housing accommodations for student residents.
- (6) Prepayment Fee. A payment required by the University to secure assigned living space within a student residence facility prior to taking occupancy of a particular assigned living space. The prepayment fee is applied toward housing costs except where forfeitures apply.
- (7) Semester Fee. The payment required to occupy an assigned living space within a student residence facility for a specified term.
- (8) Student(s). For purposes of this rule, any individual officially enrolled and residing on premises in an assigned living space who is a signatory to the housing license agreement. The student may be referred to as resident(s).

(Rule 0240-07-07-.02, continued)

**Authority:** T.C.A. §§ 49-8-101(a)(2)(A) and 49-8-203(a)(1)(D). **Administrative History:** New rules filed February 8, 2022; effective May 9, 2022.

**0240-07-07-.03 ELIGIBILITY.**

- (1) Student residents residing in assigned living space must be full-time students officially admitted and enrolled at the University for the Fall or Spring semester.
- (2) Part-time students are not eligible to reside in student residence facilities unless a waiver is provided by the Director of Housing and Residential Life. Such waivers shall be granted on a case-by-case basis.
- (3) Occupant residents residing in assigned living space must be the legal spouse or child of a student resident.
- (4) Summer housing is available to MTSU students enrolled in summer courses and occupants residing with said students, provided such students are enrolled in the summer session for which they plan to reside in a student residence facility.
- (5) All students shall have an equal opportunity to reside in student residence facilities regardless of race, gender, marital status, creed, color, national origin, or disability.
- (6) No person who is registered, or required to register, as a sex offender will be eligible to reside in University residence halls.
- (7) All students who reside in student residence facilities must provide proof of adequate immunization against meningococcal disease after their 16th birthday and within the last five (5) years as required by state law unless they have a valid exemption.
- (8) Students who fail to provide proof of adequate immunization will not be allowed to reside in student residence facilities unless they have a valid exemption.

**Authority:** T.C.A. §§ 49-7-124, 49-7-162, 49-8-101(a)(2)(A), and 49-8-203(a)(1)(D). **Administrative History:** New rules filed February 8, 2022; effective May 9, 2022.

**0240-07-07-.04 APPLICATION PROCESS AND STUDENT HOUSING AGREEMENT.**

- (1) To live in a student residence facility, students must complete and submit an application. Students must also sign a Housing License Agreement that establishes the terms and conditions of the student's occupancy of the student residence facility.
- (2) At the time of application, the student must also submit a prepayment fee. Semester fees are due and must be paid during the fee payment period at the beginning of each semester or summer session as applicable.
- (3) The Housing License Agreement will address the following non-exclusive list of subjects:
  - (a) Term(s) of the agreement;
  - (b) Cancellation of the agreement;
  - (c) Amounts, billing, payment, and refunds of housing fees, security deposits, and damage and cleaning fees;
  - (d) Assignment and reassignment of rooms;

(Rule 0240-07-07-.04, continued)

- (e) Policies and procedures governing the use and safety of the student residence facility and conduct within the student residence facility;
- (f) Rights of entry to assigned living space;
- (g) Loss of or damage to the resident's personal property;
- (h) Loss of or damage to University property;
- (i) Alterations, additions, or improvements to rooms;
- (j) Animals;
- (k) Prohibited activities;
- (l) Visitation;
- (m) Prohibition on assignment and subleasing by the student;
- (n) Termination of the agreement by either the student or the University, and options for the student to appeal the termination; and/or
- (o) Other reasonable and necessary subjects determined by the Director of Housing and Residential Life and University leadership.

**Authority:** T.C.A. §§ 49-8-101(a)(2)(A) and 49-8-203(a)(1)(D). **Administrative History:** New rules filed February 8, 2022; effective May 9, 2022.

**0240-07-07-.05 TERMINATION, CANCELLATION, AND REFUNDS.**

- (1) The University may terminate any Housing License Agreement in the event of any of the following nonexclusive reasons:
  - (a) Disciplinary action or violation of University rule;
  - (b) Withdrawal from the University by the student resident;
  - (c) Failure to maintain eligible student status by the student resident;
  - (d) Violation of any term of the Housing License Agreement by the student resident and/or occupant;
  - (e) Violation of any applicable law or University rule, policy or procedure by the student resident and/or occupant;
  - (f) Occurrence of force majeure events, including, but not limited to, fire, earthquake, hurricane, flood, severe storms, acts of God, strikes or labor disputes, riots or civil disturbances, war, national emergency, terrorism, threats of sabotage or terrorism, explosions, plagues, epidemics, pandemics, acts of governmental authorities, or any other occurrence beyond the University's reasonable control. In the event of a force majeure, the University reserves the right to modify housing accommodations and access to dining services;
  - (g) Change in marital or familial status by the student resident.

(Rule 0240-07-07-.05, continued)

- (2) Student residents may terminate their Housing License Agreement in accordance with the contract provisions.
- (3) Student residents whose Housing License Agreement is subject to termination will receive notice in writing of the reasons for termination and be given an opportunity to respond prior to termination.
- (4) Any student resident who fails to make timely payment of all fees due under the terms of the Housing License Agreement will be liable for all expenses of collection, including court costs and attorneys' fees.
- (5) All refunds and prorated billing will be made consistent with University rules, policies or procedures related to refunds of student fees.

**Authority:** T.C.A. §§ 49-8-101(a)(2)(A) and 49-8-203(a)(1)(D). **Administrative History:** New rules filed February 8, 2022; effective May 9, 2022.

**0240-07-07-.06 CONDUCT AND RIGHT TO ENTER.**

- (1) In addition to the terms of the Housing License Agreement, student residents must also comply with all University published rules including the Code of Student Conduct. Violations of the contract and the Code of Student Conduct may result in termination of the Housing License Agreement.
- (2) Student residents are responsible for the conduct of their guests and any occupants residing in the assigned living space. It is the responsibility of the student resident to ensure that the guests and occupants understand and abide by all Housing and University rules and regulations. If a guest or occupant is involved in any violations of University or Housing rules and/or regulations, the hosting student resident, as well as the guest or occupant may be subject to disciplinary action, including termination of the Housing License Agreement.
- (3) The University reserves the right to enter any assigned living space at all reasonable times to inspect for maintenance, health, safety or emergency purposes. Inspections may be authorized anytime there is reasonable cause to believe that there is a health or safety concern or in accordance with federal and/or state law.

**Authority:** T.C.A. §§ 49-8-101(a)(2)(A) and 49-8-203(a)(1)(D). **Administrative History:** New rules filed February 8, 2022; effective May 9, 2022.