

UNIVERSITY OF TENNESSEE, KNOXVILLE
Fraternity Park/Sorority Village Housing Contract (Fall and Spring Semesters)

Applicant Name: _____ Student ID #: _____
Last Legal First MI

Fraternity/Sorority Name: **Phi Kappa Psi Fraternity**

Please check which semester(s) and room rate you wished to be charged below. Contract will not be accepted without all completed sections below.

Fall Semester 2020

Spring Semester 2021

Single (One occupant) Room Rate: \$ 2,500

Single (One occupant) Room Rate: \$ 2,500

Double (Two occupants) Room Rate: \$ _____

Double (Two occupants) Room Rate: \$ _____

Triple (Three occupants) Room Rate: \$ _____

Triple (Three occupants) Room Rate: \$ _____

Special Rate: \$ _____

Special Rate: \$ _____

I have read and agree to the terms and conditions of this housing contract and I agree to abide by Fraternity/Sorority and University policies, procedures, rules, and regulations. **I understand that I am signing a binding contract, and failure to cancel this contract by the specified deadline(s) will result in my being billed for the applicable semester(s).**

Student Signature

Date

I attest that I am the current House Corporation Board representative of the fraternity/sorority identified above and that the applicant identified above is a currently enrolled student and member of the fraternity/sorority in good standing or the fraternity/sorority has received special permission from the Dean of Students for this student to reside in the house.

Housing Corporation Representative
Signature

Date

TERMS AND CONDITIONS

- 1. CONSIDERATION OF THE CONTRACT:** Fraternity Park/Sorority Village Housing Contracts shall be processed only after a student has been admitted to the University; however, execution of the Fraternity Park/Sorority Village Housing Contract is not a commitment of admission to the University. The University reserves the right to refuse admission or readmission to the University and to immediately terminate the contract without notice if the student fails to meet the University's requirements, policies, procedures, rules, or regulations. If the contract is terminated, the University will refund the unused room rent and balance less any damage charge except as otherwise provided herein. In the event of any inconsistency or conflict between this contract and Hilltopics, the terms in Hilltopics shall control.
- 2. PERIOD OF CONTRACT:** Fraternity/Sorority housing contracts are processed by the University for Fall, Spring, Mini-Term, and Summer semesters. This contract may serve for the Fall and/or Spring academic semesters only. Contracts for summer and/or mini-terms will be processed as separate contracts. The period of this contract shall be for the semester(s) indicated above. Each semester shall commence five (5) calendar days prior to the first day of class, and shall continue until three (3) calendar days after the last day of finals.
- 3. PERIOD OF OCCUPANCY:** The student may occupy his/her assigned room during the contract period specified in paragraph 2. Occupancy of the room must be terminated at the completion of the contract period specified in paragraph 2. The House Corporation has the option to close the facility for Fall Break, Thanksgiving Break and/or Spring Break. If a student requires on-campus accommodations during Fall Break, Thanksgiving Break, and/or Spring Break and the Housing Corporation wishes to close the house, the Housing Corporation must provide alternate accommodations for the student at no charge to the student. Adjustments to the period of occupancy may be made by seeking approval from the Office of Sorority and Fraternity Life and the individual Housing Corporation.

Breach of this contract or violation of any University of Tennessee policy, procedure, rule, or regulation may result in eviction upon five (5) calendar days' notice except where the University determines that continued residence by the student would pose a danger to the life, limb or health of themselves or other residents, in which case the student may be evicted immediately.
- 4. RENT:** The rental rate for the contract period shall be the rate indicated above. The rental rate is determined by the University in cooperation with the House Corporation. The full Fall semester rent is charged against the student's University account in July. The full Spring semester rent is charged in December.

No prepaid room rental will be refunded except under circumstances in which this contract has expressly provided for such refund.
- 5. DAMAGES:** Damages to facility and/or individual furniture may be assessed to the student's account through the Office of Sorority and Fraternity Life. Damages will only be assessed in the event that Housing Corporation and/or designee has completed the Room Condition and Clearance Form and submitted documentation to the Office of Sorority and Fraternity Life. Damages will be assessed to the student's account no later than 15 business days after the end of the period of occupancy for the move-out semester.
- 6. PROCEDURES FOR TERMINATING THE FRATERNITY PARK/SORORITY VILLAGE HOUSING CONTRACT**

No contract terminations will be granted except as provided for in this section. House Corporations reserve the right to hold students responsible for their contracts during off-site internships and study abroad programs.

- A. By the Student:
 - 1) The student may request that the contract be terminated if the student does not enroll or is withdrawing from the University. The Office of Sorority and Fraternity Life, upon receiving an official Contract Termination Form from the student and confirming the withdrawal, will terminate the remaining term of the contract. Full room rent will be charged for the semester in which withdrawal occurs, except when withdrawal occurs before or during the first week of classes. If the withdrawal occurs before or during the first week of classes, then the rental rate will be prorated to the date of the withdrawal or the date the student vacates the house, whichever is later, and any overpayment will be refunded less any damage charges. If the student re-enters during the academic year, a new contract will be required.
 - 2) If concurrent with the return of this contract the student notifies the University, by letter of intent attached hereto, of his/her planned marriage scheduled to take place before the end of the contract period and the desire to at that time vacate housing assigned under this contract in order to reside with his/her spouse, and such marriage takes place, this contract shall be deemed terminated for the remaining term of the contract. The rental rate will be prorated to the date the student vacates the house and any overpayment will be refunded less any damage charges.
- B. By the University:
 - 1) If removal from the fraternity/sorority house occurs as the result of a University disciplinary action, the same procedure will be followed as outlined in 6.A.1. above.
 - 2) The student must be currently enrolled and either a member in good standing with the applicable fraternity/sorority or have special permission from the Dean of Students to live in the fraternity/sorority house. If the student fails to retain enrolled status, fails to retain membership in good standing, or, in cases where special permission from the Dean of Students is required, fails to retain special permission for the period of the contract, the student will be in breach of this contract and will be subject to eviction as outlined in paragraph 3 above.

1. GENERAL PROCEDURES AND POLICIES:

- A. The University does not assume any legal obligation to pay for the loss of, or damage to, items of personal property of the student, which occurs in its buildings or on its grounds, prior to, during, or subsequent to the period of the contract. The student or his/her legal guardians are encouraged to carry appropriate insurance to cover such losses.
- B. The student is responsible for the condition and proper care of the accommodations assigned and shall reimburse the Fraternity/Sorority House Corporation for all damages done within, or to, said accommodations in which he/she is housed; for all damage to the house non-public areas; and for all damage to, or loss of, any fraternity/sorority fixtures, furnishings, or property furnished under the contract. Charges for damage and/or necessary cleaning will be assessed against the occupant or occupants by the Fraternity/Sorority House Corporation and must be paid promptly. Failure to pay assessment may result in a hold on a student's registration, graduation, and/or transcript.
- C. In the event that the accommodations assigned to the student are destroyed or made unavailable and the fraternity/sorority does not furnish other accommodations, the contract shall terminate. All rights and liabilities of the parties hereto shall cease and payments previously made by the student shall be refunded on a pro-rated basis for the period for which accommodations were made available to the student.
- D. The Fraternity Park/Sorority Village Housing Contract is personal and may not be transferred or assigned to another person. It is for space in the fraternity/sorority house. The Fraternity/Sorority House Corporation reserves the right to make all room assignments, and to make any assignment changes considered advisable or necessary.
- E. Entry by University authorities into occupied rooms in residence halls, fraternity houses, or sorority houses on University-controlled property will be divided into three (3) categories: inspection, search and emergency. Inspection is defined as the entry into an occupied room by University authorities in order to ascertain the health and safety condition in the room, to check the physical condition of the room, to make repairs on facilities, or to perform cleaning and janitorial operations. Search is defined as the entry into an occupied room by on-campus authorities for the purpose of investigation suspected violations of campus regulations. An emergency situation exists when the delay necessary to obtain a search authorization constitutes an apparent danger to person, property, or the building itself. For purposes of search, the fraternity or sorority house will be divided into open and closed areas. The closed areas will be the dorm section and chapter room. University authorities may enter the open areas for purpose of inspection or search without permission, but there will be no search of personal belongings or closed areas of the house. University authorities will not enter the closed areas without the written permission of the Dean of Students, the Vice Chancellor for Student Life, or their designee, or in compliance with federal or state laws. House Corporations reserve the right to apply and enforce their own search policies in addition to the University's policy.
- F. Failure of the student to meet all financial obligations under the terms of this contract may result in a hold on a student's registration, graduation, and/or transcript.
- G. In accordance with the University residency requirements, those students specified shall be required to occupy their assigned spaces.
- H. The residents may not use rooms as a place of business or for purposes of solicitations or for any purpose other than as a residence, except as permitted by the Fraternity/Sorority Housing Corporation and the Office of Sorority and Fraternity Life.
- I. Firearms, fireworks or other explosives, alcohol, illegal drugs; and pets or other animals are strictly prohibited on the premises. Violation will lead to disciplinary action which could include eviction with forfeiture of paid rent.
- J. Should a student wish to seek special accommodations in regards to their residency, they are encouraged to contact Student Disability Services at 865-974-6087 or <https://sds.utk.edu>.
- K. In the event this contract conflicts with other agreements relating to the student's housing in Fraternity Park or Sorority Village, including any agreements between the student and the Fraternity/Sorority House Corporation and/or chapter, the provisions of this contract shall control.

OFFICE USE ONLY

Date Contract Received _____ Date Rent Assessed _____ OSFL Staff Initials _____