Middle Tennessee State University Housing License Agreement Addendum 2020-2021

This document is an Addendum to the MTSU Housing License Agreement ("Agreement") that I executed for 2020-2021. The Agreement remains in full force and effect, and the intent of this Addendum is to add to the provisions of the Agreement.

Middle Tennessee State University aims to deliver its mission while maximizing the health and safety of all of our students. As a MTSU Housing resident, the 2019 Novel Coronavirus or similar public health crisis ("COVID-19") will impact your housing experience as MTSU Housing continues to make public health-informed decisions. Therefore, all residents who choose to live on campus for AY 2020-21 will be expected to agree to the following health and safety requirements. Failure to do so will be deemed in violation of the Agreement and such violation may result in termination of the Agreement or discipline, up to and including suspension or expulsion.

- ✓ Assumption of Risks. Student acknowledges the contagious nature of COVID-19 and voluntarily assumes the risk that, despite the good faith efforts by MTSU to implement appropriate safety and risk mitigation measures then in effect as recommended or required by federal, state, or local governmental entities:
 - Student may be exposed to and/or infected by COVID-19 by living in student housing, that such exposure and/or infection may result in serious illness, permanent disability, and/or death.
 - Student further acknowledges and voluntarily assumes the risks that such exposure and/or infection may result from the actions, omissions, or negligence of the Student or others.
 - Student agrees that Student is responsible for Student's own safety and actions during Academic Year 2020-21 while on campus and living in on-campus residential facilities.
- ✓ Face Masks/Cover. Residential students should wear appropriate face covering whenever they are in any common area outside of their individual room and as directed by staff.
- ✓ Guests/Visitors. In order to limit the introduction of outside people in the Housing communities, the following restrictions will be in place.
 - Assistance during move-in will be limited, and specific details will be communicated as move-in approaches in August. For planning purposes, students can expect they will be allowed one (1) or two (2) guests to assist them with move-in.
 - Students must obtain permission from the Area Coordinator to invite into the Residence Hall/Apartment any guest who is not an MTSU student. Non-student guests may be very limited.
 - Overnight visitation will be suspended indefinitely.
 - While we understand that students will interact with other residents living in their residence halls, students are expected to observe visitation hours for outside guests. During normal visitation hours, residents will be limited to one enrolled MTSU student guest in their room. Upon entering the residence hall, the visitor must show an MTSU ID to the front desk and their information will be recorded.

- Depending on the current health situation, visitation may be suspended at any time to help protect the residents of the buildings/apartments. Similarly, depending on the current health situation, visitation may be expanded if social distancing measures are relaxed.
- ✓ Health and Safety. All residents must take measures to reduce the spread of COVID-19, which include:
 - Practice social distancing in all areas of the Residence Halls and Apartments. Follow directions on all signage pertaining to occupancy limits and direction signs to avoid close contact.
 - Wash hands often and with soap and water for at least 20 seconds.
 - Use hand sanitizer if soap/water is not available.
 - Avoid touching your eyes, nose, or mouth.
 - Avoid contact with people who are sick.
 - Stay in your room or apartment if you are sick and avoid close contact with others.
 - Cover your mouth and nose with your elbow or a tissue when coughing or sneezing, and immediately dispose of the used tissue.
- ✓ Self-Quarantine/Self-Isolation. At any time, the University may request or require a resident to leave Housing when that resident's continued presence in the housing community poses a health and safety risk for community members. Residential students are required to comply with requests from Housing or Student Health Services to leave their assigned space due to COVID-19. If a student is instructed to leave their current assignment, the student can return to their permanent address or Housing will relocate them to another space on campus reserved for self-quarantine/self-isolation. Students who are directed to self-isolate or self-quarantine must do so until Student Health Services deems it is appropriate to leave the space. Students who are required to self-isolate/self-quarantine must have NO human contact with ANYONE, including family, friends, other residents, and going out in public. Meal delivery will be coordinated for students who are placed in self-isolation/self-quarantine.
- ✓ Signs/Symptoms. A student who develops signs or symptoms of COVID-19 as enumerated by the CDC <u>https://www.cdc.gov/coronavirus/2019-ncov/symptoms-testing/symptoms.html</u>, <u>must contact Student Health Services (615.898.2988)</u> within one (1) business day and self-isolate. Self-isolation means NO human contact with ANYONE, including family, friends, and especially going out into the public. Remember, if your symptoms are mild this does not mean you cannot spread the virus to someone else and put others at severe risk.
- ✓ Social Distancing Policies. In an effort to limit the number of students gathering in common areas, there may be limits placed on occupancy and closure of areas. Students will be required to follow occupancy limits on areas such as laundry rooms, kitchens, and elevators. Public lounges, study rooms, and practice rooms may be closed to limit gatherings. Students should not gather in hallways or stairwells.
- Amended Academic Calendar for the Fall semester. The fall semester ends on Friday, December 11, 2020. In order to mitigate the spread of COVID-19, students may begin checking out of their assigned space for the winter break beginning Monday, November 23, 2020. Students who have checked out will be expected not to return to their room until

Saturday, January 16, 2020. The final day of check out for the fall semester for all students will be Friday, December 11, 2020.

- ✓ Release and Waiver. In consideration of acceptance of student housing and with full awareness, appreciation, and acceptance of the risks involved as set forth above, Student does hereby release, waive, discharge, and covenant not to sue the University, its directors, officers, employees, and agents from liability for any and all claims, actions, damages, costs, or expenses of any nature and kind including attorney fees ("Claims"), whether in tort, contract or otherwise, arising out of or related to COVID-19, including, but not limited to potential exposure to or transmission of the virus, and/or violation of any federal, state, or local governmental guidelines, regulations, or laws as it pertains to same. This release and waiver is absolute and unconditional, and applies whether or not Student has knowledge of any potential cause of action for such Claims. This release and waiver additionally applies to Student's heirs, legal representatives, successors, and assigns claiming under them. This release and waiver includes any Claims based on the actions, omissions, or negligence of the University, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation by Student in the Fall 2020 semester or in any subsequent semester.
- Force Majeure. Student understands that MTSU assumes no responsibility for any delay or failure to perform any terms or conditions of the Agreement or Addendum due to a force majeure, 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, suspend or terminate housing accommodations and access to dining services, and may not reimburse or prorate charges related to room and board. Any failure or delay in performance because of force majeure will not relieve Student of the obligation to pay any amounts owed under this Agreement and Addendum.
- ✓ Miscellaneous I: Student agrees to comply with all University policies, rules, regulations, conditions, and financial terms of the University, including, but not limited to, all public health requirements related to COVID-19 issued by federal, state, and local authorities as they may be updated from time to time.
- Miscellaneous II: Student acknowledges and agrees that if the campus must close and the method of instruction for all classes is converted to online learning, student housing and meal program fees and other University fees may be prorated and processed as a credit to Student's account as of the date such programs and/or services close.
- ✓ Acknowledgement of Understanding. Student acknowledges, represents, and agrees that Student has read this Addendum, fully understands its terms, and understands that Student is giving up substantial rights, including the right to sue. Student confirms that Student is signing this Agreement freely and voluntarily and intends the signature of Student below to be a complete and unconditional release of all liability to the greatest extent allowed by law.

I understand that the operation of student housing is subject to change based on evolving public health considerations and I agree to all terms and conditions of the Housing License Agreement Addendum.