



Housing & Residential Life
University Heights Apartment Agreement
2019-2020

Please read all provisions of this contract before signing it. You are legally bound by these contract terms. Any exceptions to provisions herein must be approved by the Department of Housing & Residential Life.

1. Parties

This contract is binding between Bemidji State University's Department of Housing & Residential Life, hereinafter designated as "University" and the student, hereinafter designated as "Resident." These terms have been incorporated by reference into the University Heights Apartment Agreement and are binding once the agreement has been signed and a \$150 prepayment has been received. The University and Resident in consideration of rents, covenants, and consideration hereinafter specified, do hereby agree with each other as follows:

2. Eligibility

The Resident must:

- a. Be enrolled for a minimum of six (6) or more credits per semester at Bemidji State University and/or Northwest Technical College.
- b. Maintain student status throughout the academic year and agrees to vacate the assigned space within forty-eight (48) hours after the loss of student status.

3. Duration

Agreement is binding from June 1, 2019 at 5:00 p.m. through May 31, 2020 at 12:00 p.m. (This is a 12-month contract)

4. Cancellation

Cancellations are only approved for limited circumstances. Please refer to the University Heights Cancellation form, which can be located on the Housing & Residential Life website.

5. Rates and Payment

Rates are determined annually and are subject to change. The resident agrees to pay the total amount for the semester, which is due on or before the last payment due date for tuition and fees as established each semester by the University. Due dates for each semester are available online on the Business Services website. Failure of the Resident to satisfy the financial obligations stipulated under this Agreement will result in a hold on registration and official records, denial of further meals (without refund), and/or eviction from University Housing within forty-eight (48) hours of the request. If the Resident defaults payment, the Resident is liable for all legal and collection costs.

6. Resident Responsibilities

The resident shall:

- a. Make payments when due. Payment can be made via E-Services or in person at the Cashiers office in Deputy Hall.
- b. Pay for any damages to the contract premises and for damage or loss of appliances or fixtures which he/she as an individual or person's under his/her direct responsibility caused by willful, malicious, or irresponsible conduct. Common area damages may be assessed through community billing.
- c. Understand that the University is not responsible for injury to persons, or damages to anyone's personal property that result from resident's negligence or resident's negligent use of privately owned or state supplied properties or furnishings.
- d. Refrain from repeated acts or practices that unreasonably disturb other residents in the building.
- e. Abide by municipal code regulations regarding care and occupancy of a contract premise.
- f. Agrees to comply with all State, University, and Department of Housing & Residential Life rules and regulations as stated in this Contract, the "BSU Student Guide", the "Code of Conduct and Student Conduct System", and other University publications.
- g. Not sublet or assign the contract premise for the duration of this contract.
- h. Overnight guests or visitors may not stay in an apartment for more than three (3) consecutive nights and/or six (6) days per month. This includes co-habitation, which is not allowed in University Heights Apartments. Residents are responsible for the acts and conduct of all guests. Damage caused by guests is the financial responsibility of the resident who hosted them.
- i. Not have pets of any kind in the apartment.
- j. Not possess, use, or store any firearms, fireworks, ammunition, explosives of any type, alcohol beverages, illegal drugs, flammable liquids or laboratory specimens in the apartments and on adjoining grounds.

- k. Not duplicate the apartment key or key card, and if one or both keys are lost, agree to pay the charges for key, key card and lock core replacement.
- l. Agrees to leave the premises in the same condition in which it was noted on the University Heights Apartment Inventory form. Upon vacating the apartment, the resident must check out of his/her assigned apartment with a residential staff member. Failure to follow these procedures may result in an assessment charge and billing for damages caused by the resident.
- m. Become involved in establishing and maintaining a healthy community atmosphere and in opportunities for academic and personal growth.
- n. No personal appliances or furniture may be moved in. No furniture or appliances provided in the apartment may be removed.

7. University Responsibilities

The University shall:

- a. Maintain in good working order any and all appliances that are furnished with the apartment except when the disrepair has been caused by willful, malicious, or irresponsible conduct of the resident or the persons under his/her direct responsibility.
- b. Provide the following utilities; basic cable TV, water, heat, electricity, and refuse disposal.
- c. Maintain the premises in reasonable repair and in compliance with the applicable municipal and state health and safety laws, except when a violation has been caused by the willful, malicious, or irresponsible conduct of the resident or a person under his/her direct responsibility.
- d. Give the resident a 30 day notice to vacate the premise if any terms or conditions of this contract are violated or if the resident becomes ineligible for residence bases on the existing eligibility criteria or fails to fulfill the resident and family member responsibilities contained in this contract.
- e. In cases where a resident’s and/or guest’s behavior threatens the health or safety of themselves or others or when University Conduct Code invokes academic separation from the University or the resident for any reason does not maintain student status as defined in eligibility criteria, eviction may be effective immediately.

8. Right of Entry

The University, its officers, employees, and agents have the right to enter an apartment at reasonable times for the purpose of cleaning, inspection and repair, preservation of health, safety, quietude, recovery of University-owned property, and for suspected policy violations.

9. Consolidation

In order to best serve the needs of residents, the University reserves the right to consolidate and/or move residents in order to keep apartments at maximum occupancy. In these cases, we will attempt to provide options for residents impacted to resolve the need for consolidation, in cooperation with the residence hall staff, within the community. If those efforts are unsuccessful, the University may reassign residents to best meet the needs of all residents contracting to live in University Heights.

10. General Agreement

This contract, signed by all parties, constitutes the entire agreement between them pertaining to the contract of a University Heights apartment. It also includes anything incorporated by any document or rules and regulations incorporated by reference. No additional agreements or oral promises are binding between the parties.

The University reserves the right to deny or cancel a Residence Hall Contract to an individual whose conduct or criminal record indicates an actual or perceived threat or danger to the Bemidji State University community, including students, faculty, and staff. Bemidji State University may relocate any resident without cause or prior notice for health or safety reasons or to protect Bemidji State University property, restore operations, or meet the needs of the Bemidji State University community or its individual members. In the case of current residents, if circumstances warrant, immediate action may be taken to cancel a Residence Hall Contract or deny other privileges under the same standards and process as a Student Conduct Summary Suspension (see Student Code of Conduct).

I certify that I have read all the terms and conditions of the University Heights Apartment Agreement, as well as the separate attachment entitled House Rules and agree to the conditions stated herein. I further acknowledge the BSU Student Guide as part of this Contract. Once accepted by the Department of Housing & Residential Life, this contract is binding on me until otherwise agreed upon in writing.

Resident Signature _____ **Printed Name** _____ **Student ID** _____

Authorized University Official _____ **Date** _____