



# Cedar Apartments Agreement

**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 Cedar Apartment Agreement and are binding on all parties. 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 for Fall and Spring semesters at Bemidji State University and/or Northwest Technical College.
- b. Be the legal custodian of a minor child or children and have primary care of the child/children at least 50% of the time while he/she is a resident.
- c. Maintain student status and up to date payments throughout the academic year. The resident agrees to vacate the assigned space within 30 days of notification.
- d. The Resident must not have child/children living with him/her who are more than eighteen (18) years of age on the first day of occupancy of each year the Agreement is signed.
- e. Only one family unit may reside in an apartment. A family unit is defined as a single parent and his/her minor child/children.

## 3. Duration

This Agreement is binding from the date the Resident signs this Agreement and ends yearly on May 31.

## 4. Cancellation

The resident agrees to submit a Cancellation Request form 30 days prior to vacating their apartment, informing the Department of Housing & Residential Life of their intent to cancel their apartment contract. If no written notice is received, the resident will be responsible for one additional month's rent. Exceptions will only be made by the Director of the Department of Housing & Residential Life.

## 5. Rates and Payment

Rates are determined annually and are subject to change. Please review rates on the Residential Life website. 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. The total amount for the semester will be added to the resident's account (Aug-Dec, Jan-May, June-July). 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 as stated in the Eligibility section above. If the Resident defaults payment, the Resident is liable for all legal and collection costs.

\* The University may not be able to enter into third party funding contracts or agreements that supersede the student's agreement with the University. If you plan on third party subsidy, please inform us at the time of application.

## **6. Resident and Family Member Responsibilities**

The resident and family members shall:

- a. Pay all rent promptly 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.
- 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 Cedar 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. Maintain the eligibility criteria for Cedar Apartments for the duration of this contract. If at any time during the contract the resident becomes aware of a potential change in his/her status with regard to eligibility, the resident must give notice to the University of his or her intent to vacate the premise.
- j. Not have pets of any kind in the apartment, with the exception of fish kept in an aquarium.
- k. 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.
- l. 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.
- m. Agrees to leave the premises in the same condition in which it was noted on the Cedar 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.
- n. Become involved in establishing and maintaining a healthy community atmosphere and in opportunities for academic and personal growth.
- o. Exceptions can be made in accordance to the Cedar Apartment policy by the Cedar Residence Hall Director.

## **7. Summer Semester Option**

Residents may remain in their apartment for the summer semester with applicable charges; however, if the resident intends to vacate their apartment for the summer and return for fall semester, the following conditions must be met:

- a. Notify the Hall Director of your intentions by March 15th.
- b. Return the apartment key(s) and key card(s) to the Hall Director.
- c. Complete a forwarding address card and return to the Hall Director.
- d. Pay 25% of the monthly rate to keep belongings in the apartment and to ensure return to the same apartment for fall semester.

## **8. 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: local telephone, 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, dependent'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.

## **9. Child Care**

Childcare is not a portion of this contract and is a separate responsibility of the resident.

## **10. 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.

An entry permission form can be filled out by the resident to allow other individuals access to his or her apartment when they are not present. A copy of this form resides with the Department of Public Safety and the Department of Housing & Residential Life. The resident is responsible for the behavior of all parties in his or her apartment.

It is at the discretion of the resident and Cedar Hall Director to determine if/when a child should have an apartment key.

## **11. General Agreement**

This contract, signed by all parties, constitutes the entire agreement between them pertaining to the contract of a Cedar 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 Cedar Apartment Agreement and all the attachments and agree to the conditions stated herein. I further acknowledge the BSU Student Guide as part of this Contract. I also certify that all representations made on my Cedar Apartment Application form are true and correct. Once accepted by the Department of Housing & Residential Life, this contract is binding on me until otherwise agreed upon in writing. I also understand that reference and/or criminal background checks may be completed and I give my permission for these checks to occur.

**Signature of Resident:** \_\_\_\_\_ **Student ID:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Authorized University Official:** \_\_\_\_\_ **Date:** \_\_\_\_\_