



Cedar Apartments Agreement

Please read all the provisions of this contract before signing it. You are legally bound by these contract terms. Any exceptions to the 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

- a. The University reserves the right to determine what constitutes eligibility.
- b. Housing may be refused to any individual based on their current or past conduct, whether the individual may pose a safety or security risk to persons or property. Housing may be refused to individuals who have outstanding debts to the university.
- c. The Resident must meet at least one of the following requirements:
 - i. *Undergraduate or Graduate Student*
Be enrolled for six (6) or more undergraduate credits or three (3) or more graduate credits for Fall and Spring semesters at Bemidji State University and/or Northwest Technical College **and**
 1. Be the legal custodian of a minor child or children and have primary care of the child/children at least 50% of the time during the duration of their occupancy **and/or**
 2. May have a spouse/domestic partner reside during the duration of their occupancy. Documentation of marriage or being in a domestic partnership is required.
 - ii. *Faculty, Staff, Visiting Scholars*
Depending on availability, faculty, staff, and visiting scholars working at Bemidji State University are eligible to live in a university apartment unit within their first year of employment and for no more than one calendar year from the date of occupancy. Verification of employment must be provided prior to assignment.
 - iii. *Other Approved Residents*
This includes individuals who may have an affiliation to Bemidji State University by ways of alternate student status or employment. Determination of qualified affiliations will be subject to approval by the Director of Housing & Residential Life or designee. Verification of affiliations must be provided prior to assignment and every semester thereafter.
- d. Maintain student and/or employment status, remain in good conduct standing, and up-to-date payments throughout the academic year. The Resident agrees to vacate occupancy within 30 days of notification.

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 Housing & 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 a 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 they as an individual or persons under their 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 the 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 their status with regard to eligibility, the resident must give notice to the University of their intent to vacate the premises.
- 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, alcoholic 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 the 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 their 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 Hall Area 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 the fall semester, the following conditions must be met:

- a. Notify the Department of Housing & Residential Life of your intentions by March 31.

- b. Return the apartment key(s) and key card(s) to the Department of Housing & Residential Life.
- c. Complete a forwarding address card and return it to the Department of Housing & Residential Life.
- d. Pay 25% of the monthly rate to keep belongings in the apartment and to ensure return to the same apartment for the 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 the Resident's 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 the Resident's direct responsibility.
- d. Give the resident a 30-day notice to vacate the premises if any terms or conditions of this contract are violated or if the resident becomes ineligible for residence based 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, spouse/domestic partner's, and/or guest's behavior threatens the health or safety of themselves or others or when the 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.
- f. Based on availability, we would prioritize applications based on the following order:
 - g. Undergraduate or Graduate single parent Resident with child/children
 - h. Undergraduate or Graduate Resident with spouse/domestic partner and child/children
 - i. Undergraduate or Graduate Resident with spouse/domestic partner
 - j. Faculty, Staff, Visiting Scholars
 - k. Other Approved Residents

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 their 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 their apartment.

It is at the discretion of the resident and the Department of Housing & Residential Life 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 Cedar Apartment Agreement 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 Cedar Apartment Agreement 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 Agreement. 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:** _____