Housing & Residential Life

# Cedar Apartment
# 2027-2028 Terms of Agreement

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

## 1. Parties

a. This Agreement is binding between Bemidji State University's Department of Housing & Residential Life, hereinafter designated as "University", and the student or approved resident, hereinafter designated as "Resident." These terms have been incorporated by reference into the 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. The University reserves the right to deny or cancel an 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.
c. The University may refuse an Agreement to individuals who have outstanding debts to the university.
d. 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 (BSU), Northwest Technical College (NTC), and/or a partnering tribal 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 may be 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 affiliation must be provided prior to assignment and every semester thereafter.
e. The Resident must maintain student and/or employment status, remain in good conduct standing, and make up-to-date payments throughout the duration of the Agreement. If the Resident no longer meets these eligibility requirements, the Resident agrees to vacate occupancy within 30 days of notification.
f. Based on availability, the University will prioritize applications based on the following order:
    i. Undergraduate or Graduate single parent Resident with child/children
    ii. Undergraduate or Graduate Resident with spouse/domestic partner and child/children
    iii. Undergraduate or Graduate Resident with spouse/domestic partner
    iv. Faculty, Staff, Visiting Scholars
    v. Other Approved Residents

## 3. Duration

a. This Agreement is binding from June 1, 2027, through May 31, 2028.
b. If the Resident arrives early or stays late, the request must be approved by the University, and the Resident will be subject to additional charges.
c. If the Resident enters into an Agreement after the Agreement has commenced, the Agreement is binding for the remaining portion at the time the Resident begins occupancy.

## 4. University Responsibilities

a. The University agrees to 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 person under the Resident's direct responsibility.
b. The University agrees to 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.

c. The University will give the Resident a 30-day notice to vacate the premises if any terms or conditions of this Agreement are violated or if the Resident becomes ineligible for residence based on the existing eligibility criteria or fails to fulfill the Resident and/or family member responsibilities contained in the Agreement.
d. In cases where a Resident's, dependent's, spouse/domestic partner's, and/or guest's behavior threatens the health and 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 or employee status as defined in Section 2, eviction may be effective immediately.

## 5. Resident and Family Member Responsibilities

a. Resident agrees to make payment of all fees.
b. Resident agrees to maintain their living area in clean and safe condition and is financially responsible for payment of any damage or required cleaning assessed to the Resident's apartment, its furnishings, and other University property.
c. Resident agrees to comply with all State, University, and Housing & Residential Life rules and regulations as stated in this Agreement, the BSU Student Handbook, the Student Code of Conduct, and other University publications.
d. Resident agrees to receive notice of housing reservations, changes, housing facility information, emergency notices, and other Housing & Residential Life information via BSU/NTC email and telephone calls to the telephone number(s) provided in e-Services.
e. Resident agrees to refrain from repeated acts or practices that unreasonably disturb other residents in the building.
f. Resident agrees to not sublet or assign the contract premise for the duration of this Agreement.
g. Resident is responsible for the acts and conduct of all guests and family members.
h. Damage caused by guests and family members is the financial responsibility of the Resident who hosted them.
i. Resident must maintain eligibility criteria for Cedar Apartments for the duration of this Agreement. If at any time during the Agreement, 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. Become involved in establishing and maintaining a healthy community atmosphere and in opportunities for academic and personal growth.
n. Exceptions can be made in accordance to the Agreement by the Director of Housing & Residential Life.

## 6. Rates and Payments

a. Payment is due on or before the last payment due date for tuition and fees as established each semester by Bemidji State University. Due dates for each semester are available online on the Business Services website. Resident account information is available online through e-Services.
b. The total amount due for the semester will be added to the Resident's account in e-Services. The Cedar Apartment dates for each semester are as follows:
    i. Summer Semester = June 1-July 31
    ii. Fall Semester = August 1-December 31
    iii. Spring Semester = January 1-May 31
c. Failure of the Resident to satisfy the financial obligations stipulated under this Agreement will result in a hold on registration and official records, and/or eviction from Cedar Apartments as stated in the Eligibility section above.
d. If the Resident defaults on payment, the Resident is liable for all legal and collection costs.
e. Rates for 2027-2028 will be determined by the Minnesota State Board of Trustees in summer 2027 and published by Housing & Residential Life as soon as they are available.
f. Room rates include utilities, laundry, garbage, recycling, and internet.
g. If a Resident is an NTC or a partnering tribal college student, by living in the residence halls and not being registered for three (3) or more on-campus BSU credits in conjunction with their student enrollment, the Resident will be automatically assessed the "Super Fee" for use of BSU's recreational facilities, athletic events, library, and health services.
h. The University may not be able to enter into third-party funding contracts or agreements that supersede the Resident's agreement with the University. If the Resident plans on a third-party subsidy, please inform the University at the time of application.

## 7. Prepayment

a. A $150 prepayment is required prior to the start of the Agreement. This prepayment will be applied to the apartment charge of the first semester of the Agreement.
b. The prepayment is refundable only under the provision of Section 9 of this Agreement.

## 8. Apartment Assignment

a. The $150 prepayment and a signed Agreement need to be received to be eligible for an apartment assignment.

i. Apartment assignments made that are missing the $150 prepayment and/or signed Agreement may be subject to cancellation.

b. Apartment assignments will be made according to Housing & Residential Life procedures. Resident preferences listed on the application are requests and are not to be understood as contractual stipulations.

c. The 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 Agreement or deny other privileges under the same standards and process as a Student Conduct Summary Suspension (see Student Code of Conduct).

## 9. Cancellation

a. This Agreement is binding from June 1 – May 31 or that portion remaining at the time the Resident begins occupancy, except as provided in this section.

b. Cancellation Prior to Occupancy:
   i. A written notice of cancellation must be submitted or postmarked 30 days prior to the start of the Agreement to receive a $50 refund of the $150 prepayment.
   ii. If a written notice of cancellation is received within 30 days of the start of the Agreement, the entire prepayment is forfeited but the Resident is relieved of any obligation under the Agreement.

c. Termination After Occupancy:
   i. The Resident agrees to submit a written cancellation notice 30 days prior to vacating their apartment, informing the University 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.

## 10. Check-In and Check-Out

a. The Resident is responsible for complying with check-in and check-out procedures as stated in the BSU Housing & Residential Life website and related memos sent out by the Housing & Residential Life office.

b. The Resident will, upon occupying an apartment, complete and sign an apartment condition report form, which will be a record of the apartment condition. Any damages identified at the time of check-out which are not contained in the initial apartment condition report shall be attributed to Resident. The Resident is financially responsible for any such damages.

c. Failure to properly check out of the apartment with a University staff member will result in the assessment of a $25 improper check-out charge in addition to any other damage and cleaning charges.

## 11. Summer Semester Option

a. 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 semesters, the following conditions must be met:
   i. Notify the University of your intentions by June 1.
   ii. Return the apartment key(s) and key card(s) to the Housing & Residential Life office by June 1.
   iii. Complete a forwarding address with the University.
   iv. Pay 25% of the monthly rate to keep belongings in the apartment and to ensure return to the same apartment for the fall semester.

## 12. Child Care

a. Childcare is not a portion of this Agreement and is a separate responsibility of the Resident.

## 13. Right of Entry

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

b. An apartment entry permission list can be filled out in e-Services by the Resident to allow other individuals access to their apartment when they are not present. A copy of this list 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.

c. It is at the discretion of the Resident and the University to determine if/when a child should have an apartment key.

## 14. University Non-Liability

a. 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. Residents are encouraged to carry appropriate personal property insurance.

## 15. Unavailability of Premises

a. If any residential facility should become partially or totally lost, destroyed or otherwise unavailable because of fire, strikes, acts of God, or other events which render them unfit and unavailable in whole or in part for the purposes of the Resident, then either the Resident or the University shall have the right to immediately cancel this Agreement. The University will not be financially responsible to the Resident for any damage which results from such a cancellation.

## 16. Closing Clause

a. This Agreement, BSU Student Handbook, and the Housing & Residential Life website represent the entire agreement between the parties and no verbal promises between the University and the Resident are binding. Upon signing this Agreement, the Resident agrees to become educated on and comply with all State, University, Housing & Residential Life rules, policies, regulations, and procedures as published on the Housing & Residential Life website and Student Code of Conduct . Once accepted by Housing & Residential Life, this Agreement is binding until otherwise agreed upon in writing.

**I certify that I have read the terms and conditions of the Agreement and agree to the conditions. I also certify that all representations made on my Cedar Apartment Application are true and correct. I understand that reference and/or criminal background checks may be completed, and I give my permission for these checks to occur.**

**Resident Signature:** _____ **Date**: _____

**Resident's Printed Name:** _____ **StarID:** _____

**Parent/Guardian Signature (if Resident under 18 years of age):** _____

**Parent/Guardian's Printed Name**: _____ **Date:** _____

***Return to:***
Housing & Residential Life
1500 Birchmont Drive NE #33
Bemidji, MN 56601
**OR**
reslife@bemidjistate.edu