

NOTICE: Please read all terms and conditions BEFORE you sign this agreement. No other University department or agency may represent, promise, alter or cancel this Contract. Contracts may be canceled prior to opening days (see Section 6) or after this time, terminated during a semester only in accordance with provisions of Section 7. This apartment complex may house only single, enrolled MSUM students (MSCTC, NDSU or Concordia students may be housed as roommates; single faculty/recent MSUM non enrolled graduates may also be housed here as space permits), each of whom must sign a contract. Each apartment unit must house a minimum of two and maximum of 4 persons. Apartment unit charges include rent + other fees; the amount owed per person is determined by the number of occupants. It is up to unit occupants to find additional eligible roommates when needed; persons will not be assigned to vacancies by the Housing Office. This contract is granted specifically for the apartment for which the agreement is signed.

1. **Parties:** This agreement is made between MSU Moorhead's Department of Housing and Residential Life (We/Us/Our) and _____ (student/You) in consideration of the rents, covenants and terms that follow.
2. **Eligibility:** Any student named above 18 years of age or older who has achieved Sophomore, Junior or Senior classification (or shall have at the time Contract period begins), is enrolled in at least 1 credit, is and remains in good conduct standing through the Contract term, and has and maintains a 2.5 cumulative GPA, may rent housing in John Neumaier Hall. You need to bring verification of Your GPA and credits earned from the Records Office to the Housing Office when you return your completed Contract. (Single MSUM faculty and recent non-enrolled MSUM graduates may rent apartment as space permits; subject to individual addendum.)
3. **Duration:** This is a ten month Contract to run from August 1 to May 31. The Contract is subject to annual renewal during a Spring Semester Apartment Sign Up process.
4. **Assignments:**
 - A. This Contract is subject to sub-let **only** to persons eligible for apartment assignment, as processed through the Housing Office as a "room change" or "new assignment".
 - B. The University agrees to provide lodging under the following terms and as described in the MSUM Residential Life handbook and its Apartment Guide.
5. **Rates and Payments:**
 - A. **INITIAL PREPAYMENT AND DAMAGE DEPOSIT:**
 1. All applications require \$250 as a prepayment, payable upon submittal of signed Contract. This prepayment is not covered by financial aid or the State Selected Payment Program. It may not be waived and is refundable only per Sections 6 and 7 of this Contract.
 2. \$50.00 of this payment will be treated as a non-refundable reservation fee and will be applied to the first semester's apartment charge. If the Contract is cancelled or terminated, this fee is forfeited. Payment does not guarantee a specific apartment unit location.
 3. A \$35 utility deposit is assessed in Your first semester's utility fee each year. Any balance will be returned following final check out, upon completion of the Contract period and final reconciliation of utility charges incurred for the apartment.
 4. If damages occur to any part of the apartment's structure or furnishings, persons in the apartment will be immediately billed for repair or replacement costs, all such bills to be paid within 20 days. Any balance remaining or bill for damages upon check out will be sent to the occupant's forwarding address.
 - B. Total **CHARGES**, in addition to your apartment rent, are: local phone service, basic extended cable service, Newspaper Readership Program, monthly charges for metered utilities (except water), internet access and an Apartment Association fee. **NOTE:** No meal plan, including Dragon Dollars, is included in the rental rate. A meal plan may be purchased at the Housing Office.
 - C. Your failure to make payments, terminating this contract and/or a history of being involved in violations of rules/regulations may result in Your being denied the privilege of further housing.
 - D. Regardless of **payment schedule**, rents need to be paid in full before the end of each semester. For purposes of this Contract, semesters are defined as: Fall (months of August through December); Spring (months of January through May); and Summer (months of June and July).
 1. Failure to make timely payments, unless subject to documented deferral, may result in a hold of registration and official records, and/or eviction from residence hall facilities with 24 hours of Our notice of termination.
 2. If in default You are liable for all legal and collection costs resulting from Our attempts to obtain payment.
 3. Payments may be made any time prior to the beginning of a semester but a semester's full payment is due on or before the last published fee payment date unless:
 - a. You choose to make one payment in full at the fee payment date, or pay half at fee payment and the second installment by Mid-Term;
 - b. You choose to arrange a monthly payment plan with the Director of Housing or designee or enroll in State Selected Payment Program. In such cases, full payment must be completed one month prior to the end of the semester. You may be subject to a \$30.00 late fee for any late payment.
 - E. **REFUNDS:** See sections 6. Cancellations or 7. Terminations. Withdrawal from the University during the contract period does **not** automatically terminate this agreement. Refer to Sections 7 and 8.
6. **Cancellation of Contract:** Cancellation may **only** occur PRIOR to August 1 (or January 2 if Contract begins spring semester). Ending the Contract after this date is a termination as discussed in Section 7.
 - A. This Contract obligates You to either 10 months or summer extension. **No other notice provided to any other office (Admissions, Records, etc.) will void this contract.**
 - B. Cancellation will result in forfeiture of the \$50 non-refundable reservation fee explained in Section 5.A. Additional charges will apply as described below.
 1. You may cancel your contract and receive a full refund of your pre-payment (except the \$50 non-refundable reservation fee) if:
 - a. For Fall semester, written notice is received/postmarked no later than July 1.
 - b. For Spring semester, written notice is received/postmarked no later than November 15.
 2. If you provide written notice to cancel the Contract after July 1 (Fall semester) or November 15 (Spring semester) but before the Contract period has begun, you will forfeit the entire pre-payment and non-refundable reservation fee.

I UNDERSTAND THIS CONTRACT IS BINDING FOR THE ENTIRE ACADEMIC YEAR.

I certify that I have read the terms and conditions of the Housing Apartment Contract and agree to the conditions stated therein.

Name of Student (Please Print) _____

Last

First

Middle

Student's Dragon ID _____ Date _____

Signature of Student _____

Authorized University _____ Date _____

Return both copies of this Contract along with the Apartment Application with the FULL \$250 (\$200 prepayment and the non-refundable \$50 reservation fee) to:

MSUM Housing & Residential Life; 1104 Seventh Avenue South; Moorhead, MN 56563.

The yellow copy of the Contract will be returned to you once signed by an authorized University official.



3. If you decide to end this Agreement after the Contract period has begun, see Section 7, "Contract Terminations".
4. If you have not given us written notice of an intent to end this Contract and You have not checked into Your assigned space by the 5th class day of the first semester of the contract period and:
 - a. You are not enrolled at your campus for the semester; You will be considered a NO SHOW. As such, You will forfeit Your entire pre-payment and be assessed an additional month's rent (including all fees) for failure to cancel. ("NO SHOW" only applies to a person who is not enrolled as a student.)
 - b. You are enrolled at your campus; see Section 7, "Contract Terminations".
6. Requests to cancel a contract after the dates cited above will not be granted except as outlined in Section 7 as terminations, and You will be held financially responsible for the contract terms.
7. **Termination of Contract Procedures** (used after the August 1 [or January 2 if Contract is to begin spring semester], dates described above):
 - A. Any request to terminate this contract prematurely is subject to the approval of the Director or designee. Termination requests are not automatic and require appropriate written documentation that is submitted to the Director for consideration.
 - B. You are permitted to sublet Your space upon the approval of the Director or designee; this constitutes an approved termination. Sublet requests, with roommate approval, must be submitted to the Director or designee on the proper Sublet form. Approved Sublet obligates you to the following charges: 1) pro-rated weekly charge for any meal plan you contracted for; 2) room damages; 3) \$50 administrative fee; 4) full semester charge for Readership and building activity fees; 5) cable, phone, electrical and internet access fees through the end of the termination month; and 6) rent through the end of the termination month.
 - C. You may terminate Your contract as an **unapproved termination**. This requires 30 days' written notice. Unless You obtain an Approved sublet, an Unapproved Termination obligates you to the following charges: 1) a \$50 administrative fee; 2) rent through the end of the contract term; 3) Readership and building activity fees through the end of the contract term; 4) cable, telephone, electrical and Internet access fees through the end of the contract term; 5) room damages; and 6) pro-rated charges for any meal plan You may be on, through the end of the next billing period.
 - D. Emergency Termination will be granted in cases of exigent circumstances. Emergency Termination does not apply to graduation or withdrawal from the University. Cases for emergency termination will be considered upon written appeal to the Director or designee and must include appropriate documentation. Emergency Termination obligates You to the following charges: 1) \$50 administrative fee; 2) Readership and building activity fees through the end of the semester; 3) full rent through the end of the termination month, plus one additional month without an Approved Sublet; and 4) cable, telephone, electrical and Internet access fees through the end of the termination month, plus one additional month without an Approved Sublet.
 - E. The University may immediately terminate this Contract and evict You if You fail to make payments as required under its terms; if You violate any terms of the Contract, housing policies or university Student Code of Conduct (see Residential Life and MSUM Student Handbooks); or deny other residents the quiet enjoyment of their apartment. Students may also be referred to the Residential Life conduct program or the MSUM University Conduct Committee for disciplinary action. Termination of the Contract for disciplinary reasons obligates the student per 7C above as an Unapproved Termination.
 - F. Any termination ends any meal plan you might have. You may enter into a new, off-campus meal plan if You choose.
8. **Check-in and check-out:**
 - A. Upon signing and submitting this Contract, You shall be held financially liable to its terms.
 - B. You are responsible for completing and returning to the apartment desk, an Apartment Inventory form within the first week of your occupancy. At check-out, damages noted in Your apartment and not noted on this form may be billed to You.
 - C. You must vacate the apartment within 24 hours after termination of this Contract. You must amend it to that of a Non-Student Contract within 24 hours' loss of student status (e.g. mid year graduation); failure to do so will not however void the contract or end Your obligation to it. At the end of the contract period, unless you have extended the agreement through summer, You must vacate no later than May 31; or by July 31 for a summer extension.
 - D. You will be considered a NO-SHOW if You have neither registered for classes nor checked into Your apartment by the fifth (5th) class day of the semester and as such will forfeit the full \$200 prepayment and \$50 non refundable reservation fee, and be billed for an additional month's rent including all applicable fees.
 - E. You are responsible for completing the withdrawal procedures required for check out. You are considered to be occupying the premises for as long as You retain the apartment key and front access card, or Your possessions remain in the contracted apartment.
9. **Upkeep. You agree:**
 - A. To pay all specified fees, to observe all rules of MSU Moorhead and of Residential Life (as defined in the MSUM Student handbook and our residential Handbook) and to abide by the Contract terms.
 - B. To be financially responsible for keeping the apartment, its furnishings, walls, windows and doors free from damage; and for physically maintaining a clean, sanitary condition.
 - C. Not to modify the apartment without written prior approval from the Director of Housing or designee. ("Modify" does not include use of nails or picture hangers, etc.; these choices would be liable to any appropriate bill for resulting damage. "Modify" would include rewiring fixtures, painting, changing a lock set, etc.)
 - D. When two or more residents occupy the space and individual responsibility for damages to that space/furnishings cannot be determined, the damage charge will be assessed equally among those assigned to the space. Residents using common areas of the apartment or the apartment complex may be held financially liable for any damages to those areas and their furnishings.
10. **University Non-liability:** The University is not responsible for damage/theft of Your personal property, including money. We encourage You to carry appropriate personal property insurance.
11. **Guests:** Guest and visitation policies are included in the Housing Handbook. You are responsible for all actions and conduct of guests/visitors. Any damage caused by Your guests/visitors is Your financial responsibility. The apartment is a security building; guests should be escorted at all times.
12. **Right of Entry:** The University reserves the right to enter the premises at reasonable times for repair, preservation of health, safety, quietude, recovery of university-owned property, or when staff have reason to believe a violation of law or conduct is being committed.
13. **Your Liability:** You are responsible for Your conduct and that of any guests/visitors. This includes financial liability for damages.
14. **Unavailability of Premises:** In the event any of the premises which are subject to this Contract, including all areas in and around the residential facilities, should be partially or totally lost, destroyed or made unavailable in whole or in part for Your purposes, then either You or We shall have the right to immediately terminate this Contract. We are not liable to You for any damages occurring as the result of such terminations.
15. **Issues of Safety include but are not limited to:**
 - A. Fire alarms, smoke detectors, and fire fighting equipment are for Your protection and safety. Any tampering with or misuse of this equipment is strictly prohibited. All persons must promptly evacuate the building whenever a fire alarm is sounded.
 - B. Screens and windows are not to be removed.
 - C. No non-fused multiple outlets may be added to the wall outlets provided.
 - D. No firearms, weapons, explosives, or ammunition of any nature will be permitted within any part of the apartment premises.
 - E. Consumption and/or possession of alcohol/legally controlled substances is not permitted on the campus or within this facility.
 - F. Pets are not permitted in the apartment (fish are the only exception).
 - G. MSUM facilities, including residential buildings, are tobacco and smoke free. The smoking of any substance, burning incense, oil or candles, or using open coiled appliances is not permitted.
16. **Limits of Reservation:** A contract for an apartment does not indicate admission to the University. Conversely, admission to the University does not guarantee a space in any residential facility.
17. **Complete Contract:** This Contract represents the entire Agreement between Us and no oral promises between Us are binding thereon. If there are any parts of this Agreement, or of the documents referred to herein, that are unclear or not thoroughly understood, those questions have been brought to the attention of a full time member of the Housing and Residential Life staff and have been resolved so as to be fully understood. In witness thereof, the parties have caused this Agreement to be duly executed and are bound thereby.