

**University of Northern Iowa
University Apartments+
Contract Terms and Conditions
2006-2007**

I Eligibility Status:

- A. Married students with or without dependent child(ren); single parents who have custody of their child(ren) (documentation required – birth certificate or court order); domestic partners (documentation and a signed agreement required- refer to www.uni.edu/dor); graduate students; and non-traditional students 23 years of age or older qualify to live in University Apartments.
- B. Occupancy is only for enrolled students, their spouses, partners and/or child(ren). Guests are permitted. Students must seek written permission from the Area Coordinator/University Apartments & Suites, if the guest intends to stay longer than two weeks.
- C. Students may remain in their apartment during the summer, without being registered for summer coursework, provided they are registered for coursework in the fall. A new rental contract for the next academic year needs to be submitted on-line at least 30 days prior to the last day of spring classes for a student to retain occupancy during the summer. Students may sublease their apartment during the summer to a qualifying student. Forms are available in the office. Applications for subleasing must be approved by the Area Coordinator/ University Apartments and Suites.

II Payments and Refunds:

- A. New resident applicants must submit a \$300.00 prepayment and a one-time non-refundable \$25.00 application fee. This application fee must be submitted when applying in order for the application to be active. When an applicant is assigned an apartment and accepts the assignment the \$300.00 prepayment is due. Either payment may be on the form of a check or money order payable to the University of Northern Iowa, credit card, or the University billing system. The \$300.00 prepayment will be applied to the student's first university bill after residency has begun. If a student cancels their application after being assigned an apartment and accepting the apartment the \$300.00 pre payment will be forfeited.
- B. The university reserves the right to refuse to assign housing to an applicant, refund the \$300.00 prepayment and make all final decisions as to assignment of an apartment.
- C. Responsibility for apartment charges becomes effective as per the Terms and Conditions once the applicant has signed this document and has been issued apartment keys. If an applicant no longer wants to live in University Apartments, the applicant needs to submit in writing prior to moving in, a request to cancel their application.
- D. Students shall pay rent during the contract period. Rent will be billed through the University billing system. If occupancy commences on less than a full-month basis, rent shall be pro-rated for the month.

- E. The Board of Regents, State of Iowa, determines the rental rate for housing at the University of Northern Iowa, and reserves the right to change rates upon giving 30 days notice.
- F. Students sharing an apartment will each be billed ½ the monthly rental rate. If one roommate moves out, the remaining roommate will be billed the full monthly rate.
- G. Residents shall pay for utilities through Cedar Fall Utilities. Students need to notify Cedar Falls Utilities upon moving in to ensure the utilities are in their name. If the student fails to do this, University Apartment's staff will bill the student for any utility charges that accrue after the student moves in. Students are responsible for the following utilities:
 - College Courts Residents: Gas, electric, water, and sewage.
 - Hillside Courts Residents: Gas and electric.
 - Jennings Courts Residents: Electric
- H. Students are responsible for utility payments through the end of their contract. It is the responsibility of the student to notify Cedar Falls Utilities when they are scheduled to move out so the utilities can be placed back into University Apartment's name. The student will continue to be billed, even after moving out if Cedar Falls Utilities is not notified of this change.
- I. Students who fail to turn their keys into the office upon vacating will be charged rent on a daily basis until the keys are returned. If the student reports that the keys are lost, the student will be responsible for rent through the date this is reported and for the cost of a lock change.

III. Conditions of Contract:

- A. Apartment contracts cannot be transferred, sold, or assigned to another person; the contract is with the named parties only. Transfers require the written permission of the Area Coordinator/University Apartments and Suites. A transfer fee is assessed to those students who are granted a transfer.
- B. The student agrees that the university is not responsible for any personal injury to a student, his/her family or other person(s) or any property loss or damage from fire, theft, broken water pipes, or other causes on the rented premises. The student also agrees to exercise care in the use of property and to observe all rules for maintenance, safety, sanitation, and general welfare of the area. The student is also responsible for any damage to university property caused by the student, student's family or guests. Students shall not deliberately or negligently destroy, deface, damage or removed part of the premises or permit another persons to do so. Private insurance is encouraged for the student's protection, since no exceptions are made.
- C. Dogs, cats, snakes, birds, rabbits or other animals including those belonging to visitors are not permitted on University Apartments property. Small fish in an aquarium are permitted as long as they get humane care and are kept in a safe and sanitary method. Service animals are exempt from this policy.
- D. Students, their spouses and/or partner and quests are expected to conduct themselves in a manner that will not disturb another student's enjoyment of the premises. Students, their spouses and/or partner and guests are expected to be

- considerate of other residents at all times and respect another's right to sleep study and not be disturbed. Quiet hours imply that the sound level should be such that noise should not be heard outside one's own apartment. Each student is expected to initially confront any noise problem that is a concern and to call upon the Area Coordinator/University Apartments & Suites if assistance is needed. After hours call University Police to assist with noise issues.
- E. The student agrees to make no changes, additions, or alternatives to the promises without the written consent of the Department of Residence.
 - F. The student agrees not to use the premises for activities of a business or commercial nature.
 - G. The student agrees that authorized personnel have the right to enter a student apartment for the purposes of: a) an emergency, b) to complete a requested repair, c) to conduct safety inspection, d) when a violation of the apartment contract is suspected, e) conduct a pre-inspection prior to vacating. In case of the student's absence, notification of entrance will be made.
 - H. The student agrees to abide by all current policies that have been established by the University of Northern Iowa. Copies of all said policies shall be made available to the student upon request. Changes in policy occurring during the academic year shall be known via e-mail and/or written communication. Violation of any of the standing rules mentioned above, or any other conduct deemed to be such as to require removal of the student from an apartment for the best interests of the other residents shall be grounds for termination of the contract with the University. For further details regarding University Apartments policies go to: www.uni.edu/dor

IV. Termination of the Contract:

- A. The University Apartments contract is for the entire academic year or for the period of time a student is enrolled during the academic year.
- B. The student agrees that his/her right to occupancy terminates at the end of his/her contract period. Should the resident leave before the end of his/her contract period the student will be held responsible for 40% of the rent through the contract end date. Students will only be considered for release from their contract by filing an "Apartment Contract Release Application." An appeal board will review the application and a decision in regard to the appeal will be submitted in writing to the student.
- C. No refunds or credits for any charges will be made without the approval of the Department of Residence. Requests for changes must be submitted in writing by the student.
- D. Students are responsible for utility payments at least through the end date of their contract. The student's failure to keep their utility bill current can result in the cancellation of their contract with the University.
- E. When a student's occupancy is involuntarily terminated as a result of university action, the student will be penalized 40% of the rent left in their contract from the time they vacate until the time their contract end date.

- F. Individuals who pose a danger to themselves and/or other residents may not be eligible to live in University housing. Registered sex offenders are not eligible for University housing.
- G. If admission to UNI is withdrawn, no penalty will be applied to the contract. The student will be charged rent until the apartment key(s) are turned into the office. Any damage/cleaning charges assessed will be added to the student's university bill.
- H. Any conduct (e.g. assault, use of a weapon, possession of illegal drugs) deemed to be such as to require removal of a student from an apartment for the best interest of other residents shall be grounds for termination of the contract with the service of a Three Day Notice to Quit because the student presents a threat to the Area Coordinator of University Apartments & Suites, other students or anyone else on University Property.
- I. The student agrees that the university retains the right to serve a Seven Day Notice of Noncompliance if the student breaks a rule or condition for occupancy.
- J. The student agrees that the university retains the right to serve a Three Day Notice of Nonpayment if rent is unpaid when due.
- K. The student agrees that the University retains the right to cancel this rental contract should the student violate any provision of the rental contract. The student is also responsible for knowing and abiding by the "Guide to University Apartments Living" publication (www.uni.edu/dor), which outlines the rules and conditions for occupancy.
- L. The students agrees that if the University uses legal counsel, a collection agency or another representative to enforce this contract, the student will pay all collection costs, attorney fees and court costs.

I have read the Contact Terms and Conditions for Occupancy and I agree to abide by its provisions.

Signature

Date

Signature

Date

Area Coordinator

Date

