

**University of Northern Iowa
University Apartments
Contract Terms and Conditions
2009-2010**

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; non-traditional students 23 years of age or older; and faculty/staff (for one year) qualify to live in University Apartments.
- B. Occupancy is only for enrolled students, their spouses, partners and/or child(ren), or faculty/staff. Guests are permitted. Residents must seek written permission from the Area Coordinator/University Apartments & Suites, if the guest intends to stay longer than two weeks.
- C. Residents 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 resident to retain occupancy during the summer. Residents may sublease their apartment during the summer to a qualifying person. 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 in 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 resident's first university bill after residency has begun.
- 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. Residents 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. Residents sharing an apartment will each be billed $\frac{1}{2}$ 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 Falls Utilities. Residents need to notify Cedar Falls Utilities upon moving in to ensure the utilities are in their name. If the resident fails to do this, University Apartment's staff will bill the resident for any utility charges that accrue after the resident moves in. Residents 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. Residents are responsible for utility payments through the end of their contract. It is the responsibility of the resident 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 resident will continue to be billed, even after moving out if Cedar Falls Utilities is not notified of this change.
- I. Residents 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 resident reports that the keys are lost, the resident 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 residents who are granted a transfer.
- B. The resident agrees that the university is not responsible for any personal injury to a resident, 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 resident 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 resident is also responsible for any damage to university property caused by the resident, resident's family or guests. Residents shall not deliberately or negligently destroy, deface, damage or remove part of the premises or permit other persons to do so. Private insurance is encouraged for the resident'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.
- D. Residents, their spouses and/or partner and guests are expected to conduct themselves in a manner that will not disturb another resident's enjoyment of the premises. Residents, 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 resident 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 resident agrees to make no changes, additions, or alterations to the premises without the written consent of the Department of Residence.
 - F. The resident agrees not to use the premises for activities of a business or commercial nature.
 - G. The resident agrees that authorized personnel have the right to enter a resident's 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, and/or e) conduct a pre-inspection prior to vacating. In case of the resident's absence, notification of entrance will be made.
 - H. The resident agrees to abide by all relevant policies that have been established by the University of Northern Iowa. Copies of all said policies are available to the resident online at www.uni.edu/dor and upon request. Changes in policy occurring during the academic year shall be made 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 resident 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 resident is enrolled during the academic year.
- B. The resident 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 resident will be held responsible for 40% of the rent through the contract end date. Residents will only be considered for release from their contract by filing an "Apartment Contract Release Application." This application is available in the University Apartments office. An appeal board will review the application and a decision in regard to the appeal will be submitted in writing to the resident.
- 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 resident.
- D. Residents are responsible for utility payments at least through the end date of their contract. The resident's failure to keep their utility bill current can result in the cancellation of their contract with the university.
- E. When a resident's occupancy is involuntarily terminated as a result of university action, the resident will be penalized 40% of the rent left in their contract from the time they vacate until 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 and persons who should be registered as such are not eligible for university housing.
- G. If admission to UNI is withdrawn, no penalty will be applied to the contract. The resident will be charged rent until the apartment key(s) are turned into the office. Any damage/cleaning charges assessed will be added to the resident'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 resident 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 resident presents a threat to the Area Coordinator of University Apartments & Suites, other residents or anyone else on university property.
- I. The resident agrees that the university retains the right to serve a Seven Day Notice of Noncompliance if the resident breaks a rule or condition for occupancy, which could lead to termination of this contract, if the resident breaks a rule or condition of occupancy.
- J. The resident agrees that the university retains the right to serve a Three Day Notice of Nonpayment, which could lead to termination of this contract, if the resident breaks a rule or condition of occupancy, if rent is unpaid when due.
- K. The resident agrees that the university retains the right to cancel this rental contract should the resident violate any provision of the rental contract. The resident 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 resident agrees that if the university uses legal counsel, a collection agency or another representative to enforce this contract, the resident will pay all collection costs, attorney's fees, court costs and other expenses incurred by the university in obtaining payment of amounts due under this agreement and/or enforcing this agreement, and interest at the highest rate allowed by law on any unpaid balance.

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