

University of Northern Iowa
University Apartments
Contract Terms and Conditions
2010 – 2011

I. Eligibility Status:

- A. Applicants must meet at least one of the following statuses in order to be eligible for housing with University Apartments as either a contract holder or apartment occupant:
- i. Graduate Students - student regardless of age, pursuing a graduate degree at UNI. Graduate students who have completed their class work and are working on their thesis (Continuing Scholar status) must be registered as such and may be housed with University Apartments for up to one term (fall semester, spring semester or summer sessions) adjacent to the term in which they have completed their class work.
 - ii. Non-traditional Students - student 23 years of age or older, pursuing an undergraduate degree at UNI.
 - iii. Single Parents – student regardless of age, pursuing either an undergraduate or graduate degree at UNI with custody of dependent child(ren).
 - iii. Engaged Students - (documentation required see *Declaration of Engagement form*) student engaged to be married must have a Declaration of Engagement Form on file with the University Apartments Office no later than when checking into the apartment. The engaged student must be married within the semester they are seeking to be housed. Once married a valid copy of the Marriage Certificate is required to be submitted and on file with the University Apartments office no later than 30 days from the date of marriage.
 - iv. Married Students - (documentation required) a married student seeking housing with University Apartments is required to submit and have on file with the University Apartments office a valid copy of the Marriage Certificate no later than when checking into the apartment.
 - v. Domestic Partnered Students- (documentation required see *Declaration of Domestic Partnership form*) a student in a Domestic Partnership must have a Declaration of Domestic Partnership Form on file with the University Apartments Office no later than when checking into the apartment.
 - vi. Faculty & Staff – UNI faculty & staff are eligible to live in University Apartments for up to 1 year, however housing priority is given to students over faculty & staff. UNI faculty & staff housed in University Apartments will be charged \$50 each month in addition to their regular monthly rental rate. Students employed by the university are not considered to be faculty & staff, by University Apartments, for this purpose.
- B. As the on campus housing designed and designated for students under the age of 23 is the residence halls, students under the age of 23 and who do not otherwise meet established University Apartment eligibility criteria are generally NOT permitted to be a University

- Apartments contract holder nor may they be an occupant of University Apartments. This also includes individuals participating in the Cultural & Intensive English Program (CIEP).
- C. Contract holders must provide a copy of a valid birth certificate, proof of adoption, certification of guardianship or custody agreement establishing parentage for their dependent child(ren) residing in the apartment no later than when checking into the apartment. Children born, adopted by or granted guardianship/custody to contract holders of University Apartments are required to have a copy of the supporting documentation submitted and on file with the University Apartments office no later than 30 days from the event taking place.
 - D. Falsifying eligibility status, failing to meet eligibility status or failing to keep accurate apartment occupant eligibility status information up-to-date with the University Apartments Office, on the part of the contract holder, is grounds for contract termination.
 - E. Individuals who pose a danger to themselves and/or others may not be eligible to live in university housing either as a contract holder or apartment occupant. Registered sex offenders and persons who should be registered as such are not eligible for university housing.

II. Occupancy:

- A. One contract holder per apartment.
 - i. Contract holder must meet at least one of the eligibility criteria.
 - ii. Contract holder must be enrolled for class at UNI or be a verified faculty/staff member.
 - iii. Contract holder must be in good disciplinary, financial and academic standing with the university and be making satisfactory academic progress.
- B. Apartment occupancy is only for eligible and enrolled undergraduate students, graduate students, faculty/staff, their spouses, their partners and/or their dependent children.
 - i. All apartment occupants must be registered with the University Apartments Office, including the nature of the relationship to the contract holder.
 - ii. Eligible registered apartment occupants have access to an apartment key, temporary key check out and the after-hours apartment lock out service when the university apartments office is closed.
 - iii. Only the contract holder may be issued a laundry room key.
 - iv. Registered apartment occupants cannot take occupancy of the apartment prior to the contract holder checking in.
 - v. Siblings, friends or parents are permitted as visitors; however the contract holder must seek written permission from the Area Coordinator if the visitor intends to stay longer than one week (supporting documentation may be required).
 - vi. Guests (non-eligible apartment occupants) are permitted. A guest may stay overnight in University Apartments for a maximum of 7 nights within a 30 day period. Exceptions to this policy must be requested in writing and approved by the Area Coordinator (supporting documentation may be required).
- C. One bedroom apartments are designated to house the following situations:

- i. An individual adult contract holder
 - ii. A married couple (2 adults)
 - iii. A Domestic Partner couple (2 adults)
- D. Two bedroom apartments are designated to house the following situations:
 - i. An individual adult contract holder
 - ii. A married couple (2 adults)
 - iii. A Domestic Partner couple (2 adults)
 - iv. Parent(s) and dependent child(ren) combinations (documentation may be required)
 - v. A set of Graduate Student and/or Non-traditional Student roommates (2 adults)
- E. Exceeding apartment occupancy limits or deviating from apartment occupancy designations are grounds for contract termination.
- F. The Contract term begins on August 15, 2010 and ends on May 31, 2011. Contract holders may begin their contract term prior to August 15th if they are notified by the University Apartments office that their apartment is available and ready for early occupancy (early days).
- G. Contract holder and/or apartment occupant(s) may remain in the apartment during summer, without being enrolled in course work, provided the contract holder has re-contracted for the next contract year and continues to pay rent and utilities during summer. Contract holders needing to extend their contract for summer school or for public school needs of children must file an extension request with the Apartments Office by March 15, 2011. Contract holders and their accompanying occupants not re-contracting or who have not been approved for a summer extension must vacate their apartment by May 31, 2011.

III. *Financial Responsibilities*

- A. Payment of application fee and prepayment on an offered and accepted apartment is done online by means of debit card or credit card. In the event a debit card or credit card are not an option for you, please contact our office for alternate payment arrangements.
- B. New applicants must submit a one-time non-refundable online \$25.00 application fee, this application fee must be submitted when applying in order for the application to be active.
- C. Once an apartment has been offered and the applicant accepts the apartment offer, a \$300.00 prepayment is due. The \$300.00 prepayment will be applied to the resident's first university bill after residency has begun, and is not considered a security deposit or damage deposit. Any apartment damage, repair/replacement and/or cleaning assessed will be added to the contract holders university bill.
- D. The contract holder shall pay rent during the contract period. Rent will be billed through the university billing system. The contract holder's failure to keep their rent bill current can result in the cancellation of their contract with the university.
- 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. Contract holder shall pay for utilities through Cedar Falls Utilities (CFU). Contract holder must obtain a billing account from Cedar Falls Utilities and notify CFU of move in date for billing purposes. Apartment keys will not be issued to the contract holder until both of these requirements are met. Contract holders are responsible for the following utilities:
 - i. College Courts: gas, electric, water & sewage
 - ii. Hillside Courts: gas & electric
 - iii. Jennings Courts: electric
- G. Contract holders are responsible for utility payments through the contract end date, vacate date or eviction date. It is the responsibility of the contract holder to notify Cedar Falls Utilities when they are scheduled to move out so the utilities can be placed back into the University Apartment's name. The contract holder will continue to be billed, even after moving out, if Cedar Falls Utilities is not notified of this change.
- H. Falsifying start and end dates as to when utilities are to be billed to the contract holder will result in the university billing the contract holder the entire utility bill of the apartment for the month in question.
- I. The contract holder is accountable and financially responsible for any damage, replacement, repair, alteration, addition and/or cleaning of the apartment and/or university property caused by the contract holder, apartment occupant(s), visitor(s), guest(s) or other person(s).
- J. Contract holder is subject to improper check out fees, should the contract holder, apartment occupant(s), visitor(s), guest(s) or other person(s) fail to properly move/check out.
- K. The contract holder is subject to an initial \$100 failure to vacate charge and an additional \$50 per day charge until such time as the university takes repossession of the apartment, in the event the contract holder, apartment occupant(s), visitor(s), guest(s) or other person(s) do not vacate the apartment by the contract end date, vacate date or eviction date.
- L. The university maintains the right to retake possession of the premises and bring action for Forcible Entry and Detainer as allowed by law to recover possession of the apartment. All related expenses will be the responsibility of the contract holder.
- M. Regardless of contract end date, vacate date or eviction date failure to return all keys to the University Apartments Office upon vacating the apartment will result in the contract holder being charged \$95 for a lock change. In the event any key to the apartment is reported as lost, the contract holder will be charged \$95 for a lock change. Failure to return the laundry room key or if the laundry key is reported as lost, the contract holder will be charged \$15 for key replacement.
- N. Personal items left in the apartment and/or on university property will not be stored for retrieval. Items left behind in the apartment and/or on university property will be removed and/or disposed of by the university without liability for doing so.
- O. The contract holder agrees that the university is not responsible for any personal injury to the contract holder, apartment occupant(s), visitor(s), guest(s) or other person(s) or any

property loss or damage from fire, theft, broken water pipes, or other causes on the rented premises.

- P. Contract holder agrees that failing to submit or failing to submit by deadline the Apartment Condition Report assessing the condition of the apartment upon taking possession of the apartment, will result in the contract holder being billed for any and all damage, replacement, repair and/or cleaning of the apartment and/or university property.
- Q. Rent for apartment occupancy prior to the start of the contract term (early days) will be pro-rated; however rent will not be pro-rated for departure occurring prior to the end of the contract period.
- R. Contract holder is subject to applicable change of apartment fees, should a request for a change of apartment be accommodated.
- S. 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 contract holder.
- T. The contract holder agrees that his/her right to occupy terminates at the end of the contract period. Should the contract holder leave/vacate the apartment before the end of the contract period the contract holder is required to buy out the contract at 40% of the value for the remaining contract period.
- U. The contract holder agrees that the university retains the right to serve a Three Day Notice of Noncompliance if the contract holder, apartment occupant(s), visitor(s), guest(s) or other person(s) violate(s) a policy or condition for occupancy, which could lead to termination of this contract. In addition to the university's other remedies provided by law, and without prejudice thereto, if the renter fails to perform the obligations of their contract, the university may declare a forfeiture of the premises within 3 days of delivery of said notice and retake possession thereof and bring action for Forcible Entry and Detainer as allowed by law to recover possession. Renter will be responsible for all costs associated with eviction proceedings.
- V. When a contract holder's occupancy is involuntarily terminated as a result of university action, the contract holder must buy out the contract at 40% of the value for the remaining contract period.
- W. The contract holder agrees that if the university uses legal counsel, a collection agency or another representative to enforce this contract, the contract holder 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.
- X. Contract holders will only be considered for release from their contract and the required buy out the contract at 40% of the value for the remaining contract period, by filling an "Apartment Contract Release Application". This application is available in the University Apartments office. The Area Coordinator will review the application, make a decision in regard to the application and respond in writing to the contract holder.
- Y. If admission to UNI is withdrawn, no required buy out of the contract at 40% of the value for the remaining contract period will be applied to the contract holder. The contract

holder will be charged rent until such time as the university takes repossession of the apartment.

IV. *Conditions of the Contract*

- A. As a residential community of an educational institution, University Apartments are not governed by the Uniform Residential Landlord and Tenant Act. However; The University Apartments Office attempts to comply with the spirit of this act.
- B. Apartment contracts cannot be transferred, sold or assigned to another person; the contract is with the named contract holder only.
- C. Members of household may not be contracted to more than 1 apartment unit at a time.
- D. Contract holder understands and agrees that the university may rent the space to a new occupant effective the day following the contract end date, vacate date or eviction date.
- E. Responsibility for the contract Terms and Conditions is binding once the \$300.00 prepayment has been made by the applicant.
- F. The University Apartments contract is for the entire contract period or for the period of time a contract holder is enrolled during the contract period, and may not be cancelled.
- G. The university reserves the right to refuse to assign housing to an applicant and make all final decisions as to assignment of an apartment.
- H. Changing apartments requires the written permission of the Area Coordinator.
- I. No animals, with the exception of fish and certified/verified service animals (documentation may be required) are allowed in university apartment facilities or premises. The university assumes no responsibility for harm or loss to an aquarium for any reason.
- J. In accordance with the state law, only residents and guests of legal age may possess or consume alcoholic beverages and that alcohol and its consumption is to remain within the apartment; anything outside the apartment unit would be considered to be an open container in a public location and as such subject to applicable enforcement. This means no alcohol on the patio area or in public areas. Alcohol and alcohol containers are to be discretely transported to/from the apartment by appropriate individuals of legal age.
- K. Open flames, including such items as candles, laboratory burners, stoves, torches, fire pits, halogen lamps, etc., cannot be used in any area of university apartments. Candles with wicks are not allowed, even if unlit for decorative purposes. Additionally, incense may not be burned, as the odor cannot be contained within an apartment and it is considered a fire hazard.
- L. Food preparation on charcoal grills and portable cooking equipment is not permitted on or under any balconies or structural projections (Art. 1, Sec 1.5b Fire Prevention Code). Grilling devices are to be placed on level ground at least 15 feet away from any building. Fires must be attended to at all times and children are to be kept away from grills. Coals are to be doused with water and cooled completely before they are disposed of in a dumpster.

- M. The contract holder agrees that the university retains the right to cancel this rental contract should the contract holder, apartment occupant(s), visitor(s), guest(s) or other person(s) violate any provision of the rental contract.
- N. The contract holder, apartment occupant(s), visitor(s), guest(s) or other person(s) agree that authorized personnel have the right to enter an apartment for the purposes of: a) an emergency, b) to complete a requested repair, c) to conduct safety, sanitation, damage, replacement, repair or cleaning inspection, d) when a violation of the apartment contract is suspected and/or needs to be verified and/or e) to verify/determine occupancy or vacancy of the apartment.

V. Behavior Standards

- A. The contract holder, apartment occupant(s), visitor(s), guest(s) or other person(s) shall not deliberately or negligently destroy, deface, damage or remove part of the premises or permit other persons to do so.
- B. The contract holder agrees that the contract holder, apartment occupant(s), visitor(s), guest(s) or other person(s) will exercise care in the use of property and to observe all rules for maintenance, safety, sanitation, and general welfare of the area.
- C. The contract holder, apartment occupant(s), visitor(s), guest(s) or other person(s) agree to make no changes, additions or alterations to the premises without the written consent of the Department of Residence.
- D. The contract holder, apartment occupant(s), visitor(s), guest(s) or other person(s) agree not to use the premises for activities of a business or commercial nature.
- E. The contract holder, apartment occupant(s), visitor(s), guest(s) or other person(s) are expected to conduct themselves in a manner that will not disturb another's enjoyment of the premises. The contract holder, apartment occupant(s), visitor(s), guest(s) or other person(s) are expected to be considerate of other's at all times and respect another's right to sleep or to study not be disturbed. Sound level/bass should be such that noise/vibration should not be heard/felt outside one's own apartment. Each person is expected to initially confront any noise problem that is a concern and to call University Police to assist with noise issues.
- F. The contract holder is responsible for knowing, abiding by and informing apartment occupant(s), visitor(s), guest(s) or other person(s) of the information in the, "Guide To University Apartments Living", Department of Residence and University of Northern Iowa rules, regulations, procedures and policies (www.uni.edu/dor).
- G. The contract holder, apartment occupant(s), visitor(s), guest(s) or other person(s) agree to abide by all applicable 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 the contract holders UNI email or mailing address.
- H. Violation of any of the standing rules or policies mentioned above, or any other conduct that requires the removal of the contract holder, apartment occupant(s), visitor(s), guest(s) or other person(s) from an apartment, deemed as such to be in the best interests of the

individual in question, the Area Coordinator, staff, other occupants of University Apartments or anyone else on university property, shall be grounds for initiating disciplinary action with the applicable individual(s) and/or the contract holder and/or termination of the contract holders contract with the University. Further details regarding University Apartments policies go to: www.uni.edu/dor.

- I. The University reserves the right, at its discretion, to determine that the contract holder, apartment occupant(s), visitor(s), guest(s) or other person(s) medical condition, past behavior and/or criminal activity is such that in the best interests of the University, staff, the contract holder, apartment occupant(s), visitor(s), guest(s) or other person(s) would best be served by alteration or cancellation of the apartment lease. If the University becomes aware that the contract holder, apartment occupant(s), visitor(s), guest(s) or other person(s) has a record of criminal conviction(s) or other action(s) indicating behavior that could pose a risk to persons or property and/or could be injurious, detrimental or disruptive to the individual in question, the Area Coordinator, staff, other occupants of University Apartments or anyone else on university property, the University may not accept an application, offer an apartment, accept renewal of an apartment or may immediately terminate the lease.

I have read the Contract Terms and Conditions and I agree to abide by its provisions.

Signature

Date

Area Coordinator

Date