

Northeastern State University

University Housing

Apartment Rental Contract

General Information

Apartment Assignment – University Housing will send an official letter of assignment. Apartments are leased to person(s) listed on this contract and may not be sublet to other individuals. University apartments are **NOT** HUD-approved; therefore the University cannot accept payment from HUD.

Apartment assignments must be accepted or rejected by the applicant within 10 days of mailing by University Housing. If accepted, rent must be paid and keys picked up by the first day of classes or the apartment will be reassigned.

Period of Contract and Assignment – All assignments are made for a full academic year or remaining portion thereof unless specified otherwise. Failure to occupy space does not nullify the contract. Applicants accepting assignments will be responsible for semester rent unless a release from contract is obtained from the Director of Housing. If released, tenant will have to pay a \$500 cancellation fee and the security deposit will be forfeited.

University Housing reserves the right to make apartment assignments as considered necessary. The University may terminate this contract and take possession of the apartment for violation of the terms of this contract, family housing regulations or University policy. Termination for any of the above reasons will result in forfeiture of security deposit.

Refund of Security Deposit – Once the application is made, the deposit will be held as security for the completion of the contract. If the contract is fully complied with by the applicant, the deposit will be refunded after proper check-out is completed, keys returned, apartment left in good condition and completely vacated. If necessary, cleaning and/or damage charges, outstanding housing or telephone balances will be withheld from the deposit.

The entire \$175 will be released if the applicant:

1. is denied admission to NSU
2. cannot be provided accommodations by NSU
3. withdraws from NSU (student)*
4. leaves the employment of NSU(employee)*

*Deposit will be applied toward any outstanding balances owed to the University.

Termination of Occupancy – The University may terminate the occupancy during a semester and keep the \$175 deposit IF the occupant:

1. Fails to pay rent or other charges due
2. Does not comply with the terms of the contract
3. If a student, is enrolled in less than 12 hours, or a 9 graduate hours (NOTE: If not enrolled for summer, applicant must be pre-enrolled for the following fall)
4. If an employee fails to notify University Housing that he/she has been terminated from the employ of University.
5. Has unauthorized individuals living in apartment (NOTE: All changes in marital status and/or dependent children status must be reported to University Housing)

Property Check-Out – The tenant agrees to follow the official check-out procedure:

1. An appointment for check-out must be made with an Apartment Manager
2. At check-out, all door and mail box keys will be given to the Apartment Manager
3. Cleaning should include wiping out all cupboards and drawers, cleaning appliances inside and out, sweep floors, clean sinks, bathroom tub and stool and remove trash. If apartment is not cleaned properly, charges will be calculated by the Housing Office and added to the tenant's account.

NOTE: Tenants vacating their apartments must do so within 3 days after the close of the current semester. Tenure beyond this date must be approved by University Housing. Unauthorized tenure beyond this date may result in an additional cost of \$15 per day **ADDED TO THE REGULAR MONTHLY RENT.**

Charges and Payments – Apartment rent is due at the beginning of the semester when all other University charges are due. Residents without pending financial aid may opt to pay this charge in five equal installments. Payments are due on the first day of each month in advance. Rent is delinquent by the end of the business day (4:00p.m.) on the 15th day of each month and a \$20 late fee is charged by the Business Office.

The University will make every effort to keep the rates at the current schedule. However, the University reserves the right to adjust the rental rate by giving 30 days notice.

Care of Facilities–Tenant will assume responsibility for the use of the apartment and all equipment and fixtures therein. Tenant shall pay for the cost of any repair or replacement (other than that determined by the University to be normal wear and tear) of apartment, equipment and fixtures damaged by acts of negligence by tenant.

Construction to or alteration of the apartment is not allowed. Alterations will result in charges for materials and labor to return the apartments to its original condition. Any equipment (cabinets, shelves, ceiling fans, etc) attached to the building will become a permanent part of the building and will not be removed without the consent of the Director of Housing. Also, tenant may not remove any of the appliances with which the apartment is furnished.

If Campus Police is repeatedly asked to unlock a tenant's apartment, it will be assumed the tenant has lost his/her door key. After the third lockout, a \$25 lost key charge will be assessed. A report is file by the Department of Public Safety each time a tenant's door is unlocked.

The charge is \$50 for changing a lock and \$25 for replacing a lost key. Mail box keys will be replaced for \$25. A \$5 credit will be issued for returned keys.

Apartment Inspection – Authorized Northeastern State University personnel, as specified and defined in Housing publications, may enter any residential room for normal inspections, fire code enforcement, pest control, maintenance purposes, and emergency situations. Personal property is not subject to search without the express approval of the student, unless authorized by a legal search warrant.

The University contracts pest control service and spraying is done six times per year. Tenants will be notified in advance of scheduled spraying. To be prepared for service, tenants are responsible for moving furniture away from walls and picking up items from floors and bottoms of closets.

Tenants who do not want their apartments sprayed because of a health problem must have a letter from their physician on file with University Housing. Tenants are also responsible for notifying the Housing Office at ext 4700 not to spray the apartment.

Transfers – The University reserves the right to request a transfer to another apartment if it becomes necessary to make major repairs in the occupied apartment.

Transfers within University apartments will be considered as requested. The Housing Office must be notified and application for transfer must be completed. If approved, transferring tenant will be charged for both apartments until completion of the move. A \$15 per day penalty will be assessed, in addition to the regular rent, for a transfer taking more than 3 days to complete move.

Use of Space- An assigned room or bed is for the express purpose of on-campus residency while enrolled at NSU. No personal or commercial business or any "for profit" business may be operated from any housing location, including internet business. Visitation is permitted in accordance with the policies for visitation for each specific residence hall, suite, or apartment as per the University Housing Handbook. Residents are responsible for the conduct of their guests and they must be escorted by their host resident at all times.

Official Communication- NSU Faculty, administrators and staff will communicate both individual student and campus wide information via the students NSU email account, campus mail, or campus voice mail. It is the responsibility of each student to check these mediums on a daily basis and respond in a timely manner (when required). The University is not responsible for information a student failed to obtain via official communication mediums.

Personal Property Loss – A reasonable effort is made to protect the apartment and occupants from fire, theft and other hazards, but the University is not responsible for the loss or damage to the tenant's personal property for any cause.

Eligibility/Terms of Occupancy - Family Housing is only available to students, faculty and staff of Northeastern State University and their spouses and legal dependents. Each tenant is expected to sleep in a designated bedroom and no more than two people (spouses or siblings) may occupy a bedroom. The maximum occupancy of an apartment may not exceed two times the number of bedrooms.

NOTE

Tenant is required to abide by all policies and procedures as listed in the NSU Guide to Hall Living Handbook which is an extension of this contract.

A copy is available to all applicants online at www.housing.nsuok.edu.