LEASEHOLDER

ADDRESS OF RENTAL UNIT

Minot, North Dakota 58707

Dated at Minot, North Dakota, on _______________. Minot State University does hereby grant to the leaseholder, the privilege to lease and occupy a:_ single student apartment/_ family housing apartment at the address listed above for a period beginning ______________, and ending as herein provided, for a monthly rent of $___________, payable on the first day of each month in advance. Only those persons listed as occupants shall occupy said premises. The leaseholder further agrees to fully abide by all the terms and conditions of this lease. It is agreed that the University may terminate this lease and take possession of said apartment at any time for violation of any of the terms, and conditions, or regulations forming a part of this lease, for health, social, or any other reason deemed necessary by University officials, or if the leaseholder withdraws from school. The leaseholder may terminate this lease as provided herein by giving a written notice to vacate to the Housing Office 60 days prior to the end of the month the vacancy will occur. The leaseholder will be responsible for 60 days rent from the start of the first whole month after receipt of the notice to vacate. The leaseholder agrees to meet with University personnel and comply with directives regarding University regulations and lease provisions. The leaseholder shall reimburse the University for all legal fees, costs and expenses legally recoverable that arise from the leaseholder, their spouse, children, guests or roommates breach of this lease.

TERMS AND CONDITIONS OF LEASE

1. ELIGIBILITY REQUIREMENTS – The primary reason for residence must be to enroll at MSU and obtain an academic degree. To qualify for student housing, the leaseholder must enroll, maintain, and successfully complete a minimum of twelve credit hours each semester. The leaseholder must enroll in at least twelve credit hours each semester until graduation or discontinued enrollment, but does not need to attend summer school if enrolled for the following fall semester.

A. Family Housing – Only a student who is married and living with his/her spouse or a single parent with custody of a dependent child is eligible for family housing. Dependant children are defined as any child 18 years or younger who resides with the parent or up to age 24 if that student is also registered at MSU. Family Housing Units include 34 one-bedroom apartments in Pioneer Hall and twelve 2-bedroom apartments in Campus Heights. For health and safety reasons, the maximum number of family members living in a one-bedroom apartment is three. The maximum for 2-bedroom apartments is four.

B. Single Student Housing – Any undergraduate or graduate student who is registered in a minimum of 12 credit hours is eligible for single student housing. Single student housing includes 18 efficiency apartments in Campus Heights and six one bedroom apartments in Pioneer Hall (102, 111, 202, 211, 302, and 311). These one-bedroom apartments will be used as single student housing as long as all families have been accommodated. A roommate may assume the lease provided they were on the original (first) lease. The original lease may be assumed only once. Roommates must be listed on the lease. The housing office must have advance notice of any roommate changes. For health and safety reasons, the maximum number of occupants living in a one-bedroom apartment is three. The maximum for an efficiency apartment is two.
C. **Summer Session Only Housing** – Students may reside in Family Housing or Single Student Housing for which they qualify, for the summer session only. Students who are assigned for the summer session only may not be enrolled in the following fall semester and must vacate their apartment by August 14. All summer session only residents must submit a written 30-day notice to vacate to the Housing Office not later than July 1. Students enrolling in summer session only must enroll in, maintain, and successfully complete a minimum of six credits during the summer session.

D. **Handicap Accessible Apartments** – Four one bedroom and two efficiency apartments are handicap accessible. Those apartments will be assigned last in order to make accessible apartments available when there are vacancies. The University reserves the right to transfer someone from an accessible apartment if there is not a documented need.

2. **NOTICE TO VACATE** – Residents of University apartments must submit a written 60 day notice to vacate to the Housing Office. Graduating students or students who discontinue their enrollment at the end of the academic term must vacate their apartment and give a 60-day notice to vacate as indicated.

   - **Discontinue enrollment date** – end of fall semester
     Must vacate by December 31, Must Give Notice by November 1.
   - **Discontinue enrollment date** – end of spring semester
     Must vacate by May 31, must give notice by April 1.
   - **Discontinue enrollment date** – end of summer session
     Must vacate by August 14, Must give notice by July 1.

Leaseholders who discontinue enrollment during a semester must give a written 30-day notice to vacate on the date they are no longer MSU students. Failure to give 30-day notice to vacate by the deadline above or failure to properly check out with the MSU housing staff will result in the loss of deposits and any additional cleaning/repair charges will be assessed to the leaseholder university account.

3. **APPLICATION FEE** – The NON-REFUNDABLE APPLICATION FEE of $35.00 due upon application in order to be placed on the waiting list for an apartment.

4. **PAYMENT OF FIRST MONTHS RENT AND SECURITY DEPOSIT** – the $100.00 security deposit and the first months rent payment will be required upon signing the lease agreement, prior to moving in to the apartment. First months rent may be deferred pending financial aid payment with proof from the financial aid office that aid disbursements. The security deposit will accrue interest at the current passbook rate as specified by state law if it is on file for more that 9 months. The deposit plus interest will be refunded less damage costs, cleaning costs, and unpaid rent as provided by law.

5. **CONDITIONS OF THE PREMISES** – The leaseholder accepts the indicated apartment in its present condition and agrees to keep the premises, including University furniture and furnishings, in a good, clean condition. No alterations, additions or deletions to the premises will be made without prior approval from the Housing Office. The leaseholder is responsible for payment of all repair and cleaning charges made necessary by negligence or carelessness. Repair and cleaning charges will be billed to the leaseholder’s University account. University furniture and fixtures shall not be removed from the leased premises. The University will not assume responsibility for personal property, including that which remains on the premises after termination of the lease. Failure to cooperate with the University in any pest control program or other public health programs shall constitute a material breach of this lease.

6. **USE OF THE PREMISES** – The apartment is rented as student housing and may not be used for any commercial purpose whatsoever. The display of signs, posters, and other media items on the outside of the apartment building doors, University lawns, hallways, laundry areas and other common areas (other than bulletin boards) is prohibited, except where provided for by state law. The leaseholder agrees not to have a satellite dish.
7. PAYMENTS – The rental period is specified in the lease and rent is payable on or before the first day of each month at the MSU Business Office. Rent includes utilities as stated in section 22. Charges for damages, cleaning and/or miscellaneous bills will be reflected on the resident’s monthly statement from the MSU Business Office. An itemization of charges will be available at the Housing Office (i.e. check-out form, etc.). The leaseholder must make regular monthly rental payment to the MSU Business Office.

8. NON-LIABILITY OF UNIVERSITY/PERSONAL PROPERTY INSURANCE – Minot State University assumes no liability except as specifically provided by law. The University does not assume any liability for loss, damage or theft of any personal property, or personal injury or loss resulting from explosion, fire, or the mechanical failure of water, sewer, gas or electrical systems, or negligence by occupants of the building. The leaseholder is advised to secure personal liability insurance against loss or damage to his/her personal belongings. The leaseholder is also encouraged to maintain an inventory of their personal belongings.

9. CHECK-IN – The leaseholder is expected to provide verification for the appropriate type of housing when the lease is signed. Verification includes marriage certificates for family housing. An Apartment Inventory form for the assigned apartment, along with other pertinent forms will be provided for each leaseholder. It is the responsibility of the leaseholder to review, verify, sign and return the completed forms to the Housing Office within ten days from the date the keys/paperwork is given out. A mailbox key will be issued upon receipt of these completed forms. Failure to provide the verification forms within 10 calendar days may result in the immediate termination of this lease agreement.

10. RIGHT OF ENTRY – The University’s authorized representatives may enter all University units with a passkey in situations involving emergencies, service, safety or obvious lease violations. Whenever possible, the University will attempt to give the leaseholder 24 hours prior notice before entry. Requested maintenance by the resident will be considered prior notice.

11. REPAIRS AND MAINTENANCE – The University agrees to maintain all University apartments. Routine maintenance and repairs will be completed during normal business hours. Emergency repairs, as determined by physical plant and/or housing staff will be completed as soon as possible. The request for maintenance serves as authorization to enter the apartment and complete requested work. Leaseholders are responsible and should promptly contact the resident manager or Housing Office to report any equipment, appliance or part of the apartment malfunctions or needs repair. It is the leaseholder’s responsibility to replace any burned out light bulbs or fuses in their own apartment, excluding those that are part of University owned appliances. University personnel will maintain all lawns and provide snow removal. Repairs necessitated as a result of negligence or carelessness on the part of the leaseholder, the leaseholder’s family, guests, or roommates, will be billed to the leaseholder’s University account. The University’s duty of maintaining the premises is not breached should any delay in performing repairs, interruptions, breakdown or disrepair be due not to the University’s negligence; but to conditions beyond it’s control, including, but not limited to, interference by leaseholder with the University’s ability to take corrective action, lack of reasonable opportunity to correct such condition, disaster or other acts of nature, or the University’s lack of knowledge of such conditions.

12. SUBLEASING AND LEASE ASSUMPTION – Subleasing is not permitted. Lease assumption is permitted only as specified in 1.B. of this lease agreement. The original leaseholder’s entire University billing account must be paid in full prior to the completion of any lease transfer. The new leaseholder must provide verification of eligibility requirements.

13. TRANSFERS – Transfers to other apartments are allowed. The leaseholder requesting a transfer will be charged for any additional cleaning costs incurred by the University in the preparation for a new tenant. Transfers will be permitted only when doing so does not interfere with the influx of new students at the start of a semester. The University reserves the right to reassign the leaseholder, temporarily or permanently, when extensive apartment renovations or repairs are needed in the leaseholder’s apartment or building or for other purposes of health or safety as deemed necessary by the University.

14. PETS – Animals are not permitted in University apartments.
15. KEYS – All keys issued to the resident must be returned to the Housing office upon check-out. Loss or failure to return any key will result in a charge of $30.00 to the leaseholder’s University account. The leaseholder will be responsible for these charges. Each apartment leaseholder will be issued one apartment key and one outdoor key for each adult listed on the lease. One mailbox key per apartment will be issued. Additional extra keys may be considered for children 11 years or older who may need to be home alone for short periods of time. The privilege of having an extra key may be revoked if problems result from lack of supervision.

16. SAFETY AND SECURITY – Children must be supervised at all times. They are the sole responsibility of the parent(s) occupying University housing. Walkways, hallways, stairs, stairwells, sidewalks, and other common areas in and around apartments or buildings must be kept free of bicycles, toys, garbage, and other objects. Bicycles and other items are not permitted to be stored near or chained to light poles, stairwells or similar objects. These items, if improperly stored, will be removed at the owner’s expense. Equipment such as utility trailers, camping or recreational equipment, which may be classified as attractive nuisances, must be stored off University property. Children are not permitted to play in public hallways or in common areas. Leaseholders shall make every effort to minimize the risk of fire loss and agree to comply with the rules and orders of the Minot Fire Department. The University assumes no responsibility for losses due to fire. The University maintains smoke detectors in each apartment. It is the leaseholder’s responsibility to check the indicator light periodically (monthly) to insure it is functioning properly. The University cannot guarantee personal safety. The leaseholder is responsible for reporting any criminal activity, safety problems and burned out light bulbs. The occupants shall not perform or permit any practice that is injurious to the premises or the University, cause injury or an unreasonable disturbance to others.

17. DISTURBANCES – The leaseholder is responsible for violations of excessive noise or disturbances which interfere with the rights, comforts, or convenience of other persons whether caused by the leaseholder, their spouse, children, guests, or roommates. Residents shall not engage in any abusive or harassing behavior, either verbal or physical, or any form of intimidation or aggression directed at other residents, occupants, guests, invitees, or directed at management, its agents, its employees or vendors.

18. AUTOMOBILES AND PARKING – Automobiles must be parked only in designated parking areas. All vehicles must be registered with the University Parking Office. A parking permit must be purchased for each vehicle. All MSU parking regulations must be obeyed.

19. WATERBED POLICY - Waterbeds will be permitted in all University apartments. The leaseholder will be responsible for any and all damages that may result from the use of waterbeds. Residents are encouraged to obtain personal property insurance for protection against damages resulting from use of a waterbed. The University does not inspect or approve the installation of waterbeds or similar water type furnishings.

20. SOLICITATION AND SALES POLICY – University apartments are rented as student housing and may not be used for any commercial purpose. No door to door solicitation in University apartments is permitted without prior written authorization from the Housing Office.

21. CHECK-OUTS – Each resident must furnish the Housing Office with a written 60-day notice to vacate. The Housing Office will provide instructions for cleaning and check-out. A check-out appointment must be scheduled at least 5 days in advance of the intended check-out with the resident manager or Housing Office. A staff member will conduct the check-out with the vacating resident present whenever possible. Each resident is expected to leave the apartment clean and ready for the new occupant. Charges for damages, cleaning and other miscellaneous charges are assessed by comparison of the original Apartment Inventory Form. If this form is not on file, the leaseholder has agreed that the apartment was in perfect condition upon check-in and checks out under that acceptance. The check-out is complete when all keys are returned to the MSU apartment staff member and the condition of the apartment has been verified. All credits and charges are entered into the leaseholder’s University account in the MSU Business Office. Failure to check-out properly may result in the loss of the $50.00 deposit.
22. TERMS AND CONDITIONS REVISION – The University reserves the right to adjust the rental rate or other terms and conditions of the University Apartment Lease Agreement by notifying the leaseholder in writing at least thirty days in advance of the beginning date that the revisions will take effect. The written notice will be mailed to the leaseholder’s University apartment address.

23. UTILITIES – Utilities are included as follows: Pioneer Hall – Electricity, water, sewer, garbage, Internet, satellite TV, local phone service and heat. Campus Heights – water, sewer, garbage, local phone service and heat.