



Residence Life and Housing Office

UNIVERSITY APARTMENT LEASE AGREEMENT
Academic Year 2023-2024

Printed Name of Lease Holder: _____

Apartment Number: _____ Campus Heights: ___ Pioneer Hall: ___ University Heights: ___

Dated at Minot, North Dakota, on _____. Minot State University does hereby grant to the leaseholder, the privilege to lease and occupy an 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 completing and submitting a notice to vacate form to the Housing Office 30 days prior to the end of the month the vacancy will occur.** The leaseholder will be responsible for 30 days rent from the date that the notice to vacate is received. 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. LEASEHOLDER ELIGIBILITY

All Occupants who meet the Leaseholder requirements must apply and sign their own Lease.

A. Minot State Students

- a. Any undergraduate who has fulfilled the First Year Live-On Requirement for the residence hall community. Students who have fulfilled this requirement are defined as undergraduate students who
 - i. lived in the residence hall community for the first year following their high school graduation or equivalent or
 - ii. have more than 24 transferable, post-secondary, semester credits that have been earned following high school graduation or equivalent or
 - iii. have a spouse/partner and/or maintains custody or visitation rights for children or other dependents.
- b. Undergraduate student Leaseholders must enroll in, maintain, and complete at least three (3) credit hours each semester.

OR
- c. Any student who is pursuing a graduate or professional degree. Graduate/professional student Leaseholders must enroll in, maintain, and complete at least three (3) credit hours each semester.
- d. Student Leaseholders must maintain enrollment each semester until graduation or discontinue enrollment, but do not need to attend summer school if enrolled for the following fall semester.

- B. Minot State employees, student interns, and Minot State University affiliates are eligible for University housing.
 - a. Written verification or proof of employment/student status/affiliation must be provided prior to assignment and for each additional semester of occupancy.
- C. Non-Leaseholder Occupants must meet one of the following.
 - a. Spouse/partner.
 - b. Minot State Student
 - c. Child or dependent of the primary Leaseholder or partner/spouse/domestic partnership.
- D. Accessible Apartments – Minot State Residence Life & Housing provides reasonable accommodations to residents with disabilities who have a verifiable need for the accommodation. To meet the needs of a student requiring accommodations, 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 30 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 complete and submit a notice to vacate form 30 days prior to the desired date to vacate.

Discontinue enrollment date – end of the fall semester

Must vacate by December 31, Must Give Notice by December 1.

Discontinue enrollment date – end of the spring semester

Must vacate by May 31, must give notice by May 1.

Discontinue enrollment date – end of summer session

Must vacate by August 12, Must give notice by July 12

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 a 30-day notice to vacate by the deadline above or failure to properly check out with the MSU housing staff will result in being charged for up to 30 days 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 is due upon submission of the application in order to be placed on the waiting list for an apartment.

4. PAYMENT OF FIRST MONTHS RENT– The first month's rent payment will be required upon signing the lease agreement, prior to moving into the apartment. The first month's rent may be deferred pending financial aid payment with proof from the financial aid office.

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 written 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 the 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.

Air conditioning is not provided, but tenants may put in a window unit no bigger than 8000 BTUs and no wider than 24 inches. Please contact the Residence Manager so Minot State staff can install the unit.

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. The Monthly Apartment Rent will be split evenly amongst the Leaseholders who occupy the Apartment for that time period; however, all Leaseholders are jointly and severally responsible for the payments. In order to avoid a late fee, rent must be paid within 10 days of rent posting to a student's account. Rent includes utilities as stated in section 24. Charges for damages, cleaning, and/or miscellaneous bills will be reflected on the resident's Campus Connection Account. An itemization of charges will be available at the Housing Office (i.e. damage report form, check-out form, etc.). The leaseholder must make regular monthly rental payments 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.

- **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 the use of a waterbed. The University does not inspect or approve the installation of waterbeds or similar water-type furnishings.

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, birth certificates, and/or proof of co-dependency (for domestic partnerships). 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 and sign the completed forms upon check-in. Any discrepancies to the apartment inventory form must be communicated to an MSU Housing staff member within 24 hours (or the next business day) of check-in. An apartment key and mailbox key will be issued once all forms are completed and received. Failure to provide the verification listed above 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 the requested work. Leaseholders are responsible and should promptly contact the RM 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 its control, including, but not limited to, interference by the 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 and lease assumptions are not permitted.

- In the event that one roommate moves out, the remaining lease-eligible roommate will assume full responsibility for the lease. Should the remaining roommate find someone to move in with them that meets the requirement of a leaseholder the new roommate must submit an application with the \$35 non-refundable application fee.

13. TRANSFERS – Transfers to other apartments are allowed. **The leaseholder requesting the transfer must submit a new application with a \$35 non-refundable application fee.** The transfer request does not take priority over other applicants on the waiting list. 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 defined as pets are not permitted in University apartments. Persons with pets may be subject to eviction. **Service and Emotional Support animals are not pets but must follow the campus process to be properly registered with the Residence Life Office prior to occupancy.**

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 re-core of the apartment and a charge of \$50.00 to the leaseholder's University account. The leaseholder will be responsible for these charges.** Each apartment leaseholder will be issued one apartment key and your MSU student ID will be encoded for access to the building. One mailbox key per apartment will be issued. An additional key will be provided upon request for spouses who are living in the apartment. **Spouses will need to purchase a photo ID from the MSU ID Office, which will be encoded for access to the outside doors.** 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 a lack of supervision. **The Leaseholder and spouses are to be in sole possession of their apartment keys. Keys are not to be shared with persons who do not live and are not on the lease of the Leaseholder's assigned unit.**

16. LOCKOUTS – In the event, residents are locked out of their unit, contact the RM on duty or Security. Residents will be asked to verify their student/faculty/staff information including student/faculty/staff ID and Unit location/ number. The RM on duty or Security personnel will document the lock-out. Residents will be charged \$10 per lockout after their 3rd lockout during an academic year. Charges will be posted to the student's account.

17. SAFETY AND SECURITY – Children must be supervised at all times. They are the sole responsibility of the parent(s) and/or guardian(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, and 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, and safety problems.

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.

The leaseholder is responsible for all of their guests, guests' actions, and anything their guests may bring into the apartment with them. Guests are to be escorted at all times while visiting the apartments. Violations of the Student Handbook, Apartment Handbook, and/or of the Apartment Lease by a guest may result in disciplinary action or eviction of the leaseholder.

18. 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.

LEASEHOLDERS ARE RESPONSIBLE FOR READING, UNDERSTANDING, AND ABIDING BY THE POLICIES AS SET FORTH IN THE STUDENT HANDBOOK, APARTMENT HANDBOOK, AND THE EXPECTATIONS OF THIS LEASE AGREEMENT. VIOLATIONS OF THE POLICIES OR THE LEASE AGREEMENT WILL RESULT IN DISCIPLINARY ACTION THAT MAY INCLUDE EVICTION FROM THE APARTMENTS.

19. 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.

21. 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.

22. EVICTION – Lease Holders may be evicted for various reasons including but not limited to: Violations of the Student Handbook, policies outlined in the Apartment Handbook, the Lease Agreement, un-hygienic apartment conditions, safety and security concerns, and/or pet violations. Leaseholders will be given a 72 hours notice to vacate. Failure to vacate and checkout with an MSU Housing Staff Member will result in a \$100 improper checkout fee, all remaining rent due, and any additional cleaning/repair charges.

23. CHECK-OUTS – Each resident must complete and submit a notice to vacate form to the Housing Office **30 days before the desired date 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 an appropriate Housing Office staff member.** An MSU Housing staff member will conduct the check-out with the vacating resident whenever possible. Each resident is expected to leave the apartment clean and ready for the new occupant. **Each resident is expected to leave the apartment empty of all personal belongings by the time of their scheduled checkout.** 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 with an MSU Housing Staff member will result in a \$100 improper checkout fee, all remaining rent due, and any additional cleaning/repair charges.**

24. 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 30 days in advance of the beginning date that the revisions will take effect. The written notice will be emailed to the leaseholder's University address.

25. UTILITIES – Utilities are included as follows:

Pioneer Hall – Electricity, water, sewer, garbage, internet, and heat.

Campus Heights – Electricity, water, sewer, garbage, internet, and heat.

University Heights – Electricity, water, sewer, garbage.

I am a: Undergraduate Student Graduate Student Faculty/Staff Member

Anticipated Graduation Date (Term/Year): _____

Names and birthdates of all persons occupying the unit:

Name/ Birth date

Name/ Birth date

Name/ Birth date

Name/ Birth date

I have read and understand this University Apartment Lease Agreement and agree to abide by the listed terms and conditions, the Student Conduct Code and the rules and regulations of the University. I acknowledge that I have received a copy of the lease agreement, a completed Apartment Inventory Form, and keys for the apartment.

Signature of the Leaseholder / Date

ID Number

Name of person to contact in case of emergency

Emergency phone number

Signature of Housing Personnel