

**Elon University Residence Life**  
**Residence Hall and Apartments Housing Agreement**  
 2023-2024

Please read this document carefully. This housing agreement (“Agreement”) is a binding legal agreement that details a set of conditions between you, the student (referred to as “Student” or “student”), and Elon University (“University”). This Agreement may be terminated only under the conditions set forth herein. Students and their parents or guardians are urged to read carefully the terms and conditions of this Agreement. If the Student is under 18, a parent or guardian must sign this Agreement along with the student. The University agrees to provide housing under the conditions of this Agreement and as further set forth in the [Residential Policies](#) (as amended from time to time). Students are expected to review the updated Residential Policies prior to moving in.

**Please ensure you refer to the correct section below based on your building/neighborhood:**

1. Section One – All Campus/University Housing: Terms and Conditions
  - a. Applicable for all campus/university housing, including all residence halls and apartments.
  - b. Including Colonnades, Danieley Center Flats and Apartments, East, Global, Historic, Holland House, Loy Center, Oaks, Park Place, Station at Mill Point, The Crest, Trollinger House, etc.
2. Section Two – All Apartments: Terms and Conditions
  - a. Applicable for Danieley Center Apartments, Station at Mill Point, Oaks, Park Place, and The Crest
3. Section Three – Specific Terms and Conditions for University Leased Apartments/Expanded Housing
  - a. Applicable for Oaks, Park Place, The Crest, and Trollinger House

**Section One - All Campus/University Housing: Terms and Conditions**

**1. Agreement Term**

If you are assigned a space, or select a space, in the housing selection process or by Residence Life, this Agreement provides you (“student”) a space in campus housing during the specific academic year, to be vacated no later than 24 hours after your last examination each semester. Unless written approval is given by Residence Life, the student shall check into their assigned housing by the beginning of the FIRST DAY OF CLASSES. Failure to do so may be considered in violation of this Agreement. The opening and closing of all campus housing will follow the University academic calendar in accordance with a schedule published by the Registrar. The halls are closed at Thanksgiving and spring breaks and the time between fall and winter terms.

**2. Occupancy**

Student shall pay housing and food (meal) plan charges for the academic year specified above according to the University payment schedule. Student may not sublet or rent their housing and may not permit another person to share their housing assignment. Mutual requests for assignments with a specific roommate will be honored when possible; however, they are not guaranteed.

### 3. Damages and Security Deposit

Prior to the first term that a student is going to live in campus housing, a \$200 security deposit will be charged to the student's bill. This deposit is different than the housing reservation fee paid to participate in the housing selection process for returning students. The student is responsible for all damage to their housing and its furnishings and understands that the cost of repairs and replacements will be charged to all residents of the assigned housing. Students are expected to take every precaution to ensure that communal property is not abused. IN HALLS OR AREAS WHERE THE UNIVERSITY HAS DETERMINED THAT THERE IS THEFT OR UNDUE ABUSE OF UNIVERSITY PROPERTY AND THE RESPONSIBLE INDIVIDUAL(S) CANNOT BE IDENTIFIED, ALL STUDENTS OF THE HALL/AREA WILL BE HELD RESPONSIBLE FOR PAYING A PRORATED SHARE OF THE COST OF REPAIRING SUCH DAMAGES. The security deposit will remain in University accounts throughout a student's stay in campus housing. Upon permanently leaving campus housing, the security deposit, or balance thereof, will be refunded accordingly to University policy, less any indebtedness to the University.

### 4. Termination of Agreement by returning student prior to the opening of Academic Year

Students assigned to a University apartment space, must find a replacement and complete the Lease Turnover Form if they wish to cancel the apartment assignment and remain enrolled as a student.

- a) **April 30** - If student provides written notice of termination to Residence Life on or before this date, the Agreement shall terminate and the reservation fee shall be refunded to the payer, less any indebtedness to the University.
- b) **May 1-May 31** - If student provides written notice of termination to Residence Life between these dates, the full reservation fee shall be forfeited, and the Agreement shall terminate.
- c) **June 1-June 30** - If student provides written notice of termination to Residence Life between these dates, the full reservation fee shall be forfeited, the Agreement shall terminate, and an additional \$200 late cancellation fee shall be charged against student's account if student continues to be enrolled.
- d) **July 1-July 31** - If student provides written notice of termination to Residence Life between these dates, the full \$125 reservation fee shall be forfeited, the Agreement shall terminate, and an additional \$400 late cancellation fee shall be charged against student's account if student continues to be enrolled.

e) **August 1 to first day of classes** - If student provides written notice of termination to Residence Life between these dates, the full \$125 reservation fee shall be forfeited, the Agreement shall terminate, and an additional \$600 late cancellation fee shall be charged against student's account if student continues to be enrolled.

f) **AFTER the first day of classes** - After this date, student shall pay full housing and food (meal) plan charges if enrolled. If student is enrolled at Elon, this Agreement may only be terminated by going through the appeals process, even for those not required to live on campus as part of the two-year residency requirement. For students not continuing at Elon, the full reservation fee shall be forfeited.

g) Students Requesting Housing for Spring Semester Only

#### **AFTER January 15**

1. If the student remains enrolled at the University, the student shall pay the full housing and food (meal) plan charges for the spring term. For students not continuing at Elon, the full reservation fee shall be forfeited.

2. If the student signs this Agreement after opening of the term, the student shall pay the entire academic year's housing and food (meal) plan rate unless they do not enroll. If student's plans change and they re-enroll after terminating, the semester charge will be added back to their account.

### **5. Termination of Agreement by the student after the start of the academic year**

a) Student may terminate this Agreement after the start of a semester only for the following reasons: graduation, withdrawal, marriage, or circumstances that are determined by the University, in the University's sole discretion, to be beyond the student's control (each, an "Authorized Reason"). Documentary evidence is required to demonstrate cause for termination. Contact Residence Life for information regarding the appeals process.

b) Student may terminate this Agreement without penalty at the end of fall semester, if the termination is for an Authorized Reason. Student shall remain liable for housing and food (meal) plan charges until written notice is received and termination approval is given by Residence Life at any other time after the start of the academic year, student may terminate the Agreement for an Authorized Reason, but they will forfeit the reservation fee and the prorated amount for the days of the semester that housing is held in reservation by that student.

### **6. Agreement Termination by the University**

The University reserves the right to terminate this Agreement at any time for good cause. Examples of good cause include, but are not limited to: 1) the student's failure to pay required charges by announced deadlines; 2) a change in student's status, such as academic and disciplinary suspension; 3) student's failure to comply with state or federal laws, campus housing policies and regulations, and/or rules and regulations adopted by Elon University; and 4) student's failure to occupy the assigned space before the established deadlines of each semester,

or abandonment of the space by the student who is enrolled at the University. If the University terminates this Agreement, student shall be liable for room charges for the entire academic year.

Notwithstanding anything to the contrary in this Agreement, due to the COVID-19 Pandemic or any other health related emergency, the University, as required by law or in the exercise of its good faith judgment, may elect to (i) delay student's check-in date and occupancy of the housing, (ii) require the student to move out of the housing on a temporary basis, (iii) require the student to relocate to new housing within university housing, or (iv) terminate this Agreement. Each such action by the University shall be effective on the date specified by the University in a written notice given to student by the University, which effectiveness may be immediate. Except in the case of a termination due to these issues, unless otherwise agreed to in writing by the University, in its sole and absolute discretion, any move-in delay, move out or relocation shall not result in the termination or cancelation of this agreement or affect the term of the Agreement, and in that case, except for the need to have student delay moving in, move out, or relocate, the terms hereof shall remain unaffected including without limitation, Student's obligations to comply with the terms of this Agreement including payment of fees, whether or not student's rights under this Agreement including the right to use common areas, food (meal) plans and other services may be interrupted or materially and adversely affected due to such pandemic or health related emergency.

## **7. Renewal Option**

This Agreement is effective only for the period indicated in paragraph 1. Any continuation in future housing agreements is contingent upon re-application, the procedures published by Residence Life, and space availability.

## **8. Vacancies and Housing/Room Capacity**

Some rooms may be designated for expanded occupancy on a temporary basis. Rooms must be occupied only by the person(s) officially assigned to the room by Residence Life. Occupancy by a student or other person without authorization is not permitted and may result in referral to Student Conduct. If vacancies exist in campus housing, students without roommates may be required to move in together (consolidate) as deemed necessary by Residence Life. In the event one of the occupants moves from the assigned space, the student(s) who remain(s) agree(s) to accept an assigned roommate or move to another space on request. Where there is a vacant space, the area must be maintained in a manner by the occupant(s) that will allow another student to move in immediately.

## **9. Insurance**

Student shall be solely responsible for insuring any of their personal property located or stored within University owned or managed housing against the risks of damage, destruction, or loss resulting from theft, fire, weather, water damage, and all other hazards and casualties. Regardless of whether student secures such insurance, student assumes responsibility for their own personal safety and security, as well as for their own personal belongings.

## **10. Indemnity**

The University shall assume no responsibility, and student or other party to this Agreement shall, to the maximum extent permitted by law, release, indemnify, hold harmless and forever discharge Elon University and its agents and employees, for any and all liability, claims, demands, actions and causes of actions whatsoever arising out of or related to any loss, theft, property damage or personal injury, including death, whether such losses occur in student rooms, public areas, or elsewhere in or around the residence halls.

### **11. Dispute Resolution**

Any dispute arising pursuant to this Agreement shall first be addressed to Residence Life. Any appeal to decisions there from shall be resolved through the Office of the Assistant Vice President of Student Life. These procedures shall be followed prior to student instituting any other legal action.

### **12. Rules and Regulations**

Student shall comply with and abide by all of the University's existing rules and regulations and such future reasonable rules and regulations as the University may, from time to time, adopt governing the use and occupancy of residence halls. The University reserves the right to make changes to the existing rules and regulations and to adopt additional reasonable rules and regulations in its sole discretion, giving due notice in accordance with sound academic policy.

Discrimination: Residence Life does not discriminate on the basis of age, race, color, creed, sex, gender identity, disability, sexual orientation, veteran's status or national or ethnic origin. This includes in the assignment of housing or in the assignment of persons as roommates and rejects all requests for change of assignment based upon such reasons. In addition, the University complies with all applicable federal, state, and local laws governing non-discrimination.

### **13. Inspection**

Student has the right to inspect their assigned housing space and is required to complete a Condition Form that is due 72 hours after Student is given the keys to their housing. Student shall complete this form on the Housing portal.

### **14. Security**

Student is responsible for their personal safety and is encouraged to take precautions to maintain a healthy and safe living environment. Students are expected to comply with directives related to safety and security issued by University staff and personnel, including but not limited to directives provided when University security or police are called to respond to an event or incident. In addition, University security and police personnel have the right and ability to respond to events and incidents at the assigned housing.

### **15. Food (Meal) Plan**

Student must purchase a food (meal) plan in accordance with the University dining requirements, based on class standing and housing assignment. Juniors and Seniors living in University apartments are not required to purchase a food (meal) plan. More information on requirements can be found: <https://www.elondining.com/meal-plans/meal-plans-faq/>

## 16. Severability

The invalidity of one or more provisions in this Agreement shall not affect the validity of any other provision hereof, and the Agreement shall be construed and enforced as if such invalid provision(s) were not included.

## 17. Entire Agreement

All University rules, regulations, policies and procedures, including, but not limited to, the Residential Policies found on the University's website, are incorporated herein and form this Agreement. Any violation of this Agreement may result in termination of this Agreement and/or referral to Student Conduct. No modification of this Agreement will be enforceable unless reduced to writing and signed by both student and Residence Life.

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## Section Two - All Apartments: Terms and Conditions

IN CONSIDERATION of the Rent, described herein, and the mutual promises made to each other, the University hereby leases to Student and Student hereby leases from the University that certain room ("Student's Room") of that certain apartment unit (the "Apartment") of that certain apartment community (the "Premises") described in the Terms and Conditions (defined below in Article V, Section 6) and all common area appurtenant to the Apartment and to the Premises, to be occupied and used based upon the terms, conditions and provisions herein set forth. As used herein, "Premises" also includes the real property appurtenant to the apartment building, including the parking lot, as well as the Apartment.

### **I. General**

1. **Term:** The term of this Agreement shall be for the period stated in the Terms and Conditions ("Agreement Term") commencing and expiring on the dates listed in the Terms and Conditions. This Agreement automatically terminates on the Expiration Date, as listed in the Terms and Conditions; however, Student may reserve Student's Room for the following year as set forth in the Housing Selection information. Student will be deemed to have taken possession of the Apartment on the Commencement Date, even if Student moves-in thereafter and will be liable for Rent through the Expiration Date (subject to terms contained herein) regardless of when Student vacates the Apartment.
2. **No Subletting:** Student may not sublet or rent the Apartment, or any portion thereof, or permit any person who has not signed an agreement to lease the Apartment from the University to use the Apartment as a residence or for any other purpose. Student shall not permit their guests, invitees, agents, family, and licensees (collectively referred to herein as "Guests" or "Guest") to stay in the Apartment for more than three days out of any seven-day period and may not permit any Guest to stay in exchange for money or other consideration of any sort.
3. **Non-Exclusive Use of the Apartment:** So long as Student pays the Rent due under this Agreement and performs the other Student obligations hereunder, Student shall have the exclusive use of and liability for the use of Student's Room during the Agreement Term except as expressly reserved otherwise herein. Student has the right to use and liability for the use of the common areas within the Apartment in common with other students who reside in the Apartment pursuant to separate agreements with the University and their guests. All students who reside on the Premises shall have the right to use and liability for the use of the assigned common areas within the Premises in common with one another and their guests. Subject to

the terms of this Section 3, the University retains possession and control of the Premises during the Agreement Term.

4. **The University to Provide Fit Premises for University Owned Apartments:** The University shall:

- a. comply with the applicable building and housing codes to the extent required by such building and housing codes;
- b. make all repairs to the Premises directly, as may be necessary to keep the Premises in a fit and habitable condition; and
- c. keep all common areas, if any, used in conjunction with the Premises in a clean and safe condition.

5. **Natural Disasters:** In the event of an unforeseeable cause beyond the control of and without the negligence of the University, including, but not limited to fire, flood, other severe weather, acts of God, interruption of utility services, acts of terrorism and other unforeseeable accidents, the University reserves the right to keep the Premises a safe environment by any means, including, but not limited to, temporarily or permanently removing Student from the Apartment.

6. **Student Obligations:** Student shall abide by the following rules or else fines and other disciplinary action may be taken: **a.** use the Premises for residential purposes only and in a manner so as not to disturb other students or residents; **b.** not use the Premises for any unlawful or prohibited purposes (including, without limitation, in contravention of the Student Handbook or Code of Conduct) or occupy them in such a way as to constitute a nuisance; **c.** keep the Premises, including but not limited to all plumbing fixtures, facilities and appliances, in a clean and safe condition; **d.** cause no unsafe or unsanitary condition in the common areas and remainder of the Premises used by them; **e.** comply with any and all obligations imposed upon students by applicable building and housing codes; **f.** dispose of all rubbish, garbage, ashes and other waste in a clean and safe manner and comply with all applicable ordinances and rules concerning garbage collection, waste and other refuse; **g.** use in a proper and reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other facilities and appliances, if any, furnished as a part of the Premises; **h.** not deliberately or negligently destroy, deface, damage or remove any part of the Premises (including all furnishings, appliances and fixtures); **i.** be responsible for and liable to the University for all damage to, defacement of, or removal of property from the Premises whatever the cause, except such damage, defacement or removal caused by ordinary wear and tear, acts of the University, or its agents, or of third parties not invitees of the student, and natural disasters; **j.** conduct themselves and require all other persons on the Premises with their consent to conduct themselves in a reasonable manner and so as not to disturb other student's or resident's peaceful enjoyment of the Premises; **k.** promptly notify the University of the malfunctioning of any equipment, damage, or potential damage to the Apartment; **l.** not abandon or vacate the Premises; **m.** not participate in activities within the Apartment or on the Premises that produce excessive noise; **n.** shall not keep or harbor in or about the Premises any animals or pets of any kind including, but not limited to dogs, cats, birds and reptiles (the only exception of this is for fish in tanks no larger than ten (10) gallons or trained service animals or emotional support animals registered with the University and approved as required by law for individuals with disabilities); and **o.** shall not paint, mark, drive nails or screws into, or otherwise deface or alter walls, ceilings, floors, windows, cabinets, woodwork, furnishings or any other part of the Apartment or decorate the Apartment or make any alterations, additions, or improvements in or to the Apartment without written authorization from the University; **p.** shall follow parking regulations and laws.

7. **Rules and Regulations:** Student, and their Guests shall comply with and abide by all of the University's existing rules, regulations, and policies and such future reasonable rules, regulations, and policies as the University may, at the University's discretion, from time to time, adopt governing the use and occupancy of the Apartment and any common areas used in connection with them (the "University Rules"). The University reserves the right to make changes to the existing University Rules and to adopt additional reasonable rules, regulations, and policies in its sole discretion. Student acknowledges and agrees that they are responsible for informing Student's Guests of all rules regarding the Student's Room, the Apartment, and the Premises, including the University Rules, and for ensuring the Guests' compliance therewith. Student hereby acknowledges and agrees that they are responsible for any and all liability, injury, claim, or damage of any kind or nature whatsoever that result from or are related to Student's, or Student's Guests', non-compliance with the rules set forth in this Agreement. Student hereby holds harmless and indemnifies the University, and its affiliates, directors, officers, shareholders, partners, employees, team members, contractors, agents, successors and assigns from any and all liability, claims, and demands of whatever kind or nature, either in law or in equity, which result from or are related to a Guest's non-compliance therewith. Student acknowledges that they have had access to and the opportunity to read the Residential Policies and Student Handbook.
8. **Right of Entry.** The University reserves the right, without obligation, to enter the Apartment, or grant permission to its authorized agent to enter the Apartment, for reasons such as the following: to respond to an emergency, to conduct health and safety checks, and as necessary to investigate and enforce University Rules, and all other rules, regulations, and policies. Inspections for health and safety conditions will be conducted by Residence Life staff periodically.
9. **Student's Room and Apartment Assignment.** Student understands housing assignments are made according to procedures published by the University, which procedures are hereby incorporated herein by this reference. While every effort is made to assign the Student in accordance with their preferences, an assignment based on Student's preferences is not guaranteed. Additionally, the Student acknowledges that the University reserves the right to make housing assignments, to authorize or deny room and roommate changes, to consolidate vacancies and to require the Student to move from one room or Apartment to another on the Premises or another residence location. In addition, the University reserves the right to change or cancel the particular room assignment in the interest of order, health, discipline, maintenance, condition, or other urgent reasons. Vacancies existing in Apartments may be filled by the University without notice. The University may consolidate Apartments to full capacity when vacancies occur and may move Student to another room or Apartment when such consolidations become necessary. Such changes include relocating the Student from their Apartment where there is a vacancy to another Apartment where there is a vacancy, in order to make an entire Apartment available for other students/roommates.

## **II. Financial Responsibilities**

1. **Rent:** Student shall pay to the University, without notice, demand or deduction, Rent in the amount listed for the academic year. Rent will be included on, and payable with, Student's tuition bill.
2. **Services Provided:** Rent includes the cost for the following utility services: maintenance services, water and sewer service, trash/recycling pickup, internet service, electricity service, gas service and Campus Security. Student acknowledges that utilities are provided by other parties, and the University is not liable for any interruption of service. The University will provide basic furnishings to the Apartment.

3. **Student Security Deposit:** The \$125 reservation fee paid by Student shall be held by the University as a security deposit (“Student Security Deposit”). The terms “reservation fee” and “Student Security Deposit” are used herein interchangeably. Upon the expiration or termination of this Agreement or any extension thereof, the University may deduct from the Student Security Deposit amounts sufficient to pay: (1) any damages sustained by the University as a result of Student’s nonpayment of Rent or non-fulfillment of student obligations, (2) any damages to the Apartment for which Student is responsible; (3) any unpaid bills which become a lien against the Apartment due to Student’s occupancy; (4) any court costs incurred by the University in connection with terminating this Agreement or otherwise enforcing its rights hereunder; and (5) any other damages of the University in connection with this Agreement. After having deducted the above amounts, if any, the University shall credit Student’s account with the University for the remaining difference, if at that time Student has an outstanding balance with the University. If Student does not have an outstanding balance with the University, the University will refund any remaining monies from the Student Security Deposit to Student.
4. **Damages:** Student shall pay for any damages they cause to Student’s Room, the Apartment, or fixtures, furnishings, or appliances therein that are assessed to be in amounts greater than the unused Student Security Deposit. All students of the Apartment will be liable to pay a prorated amount for any damage to the common areas of the Apartment, or fixtures, furnishings, or appliances therein if the responsible individual cannot be identified by the University.
5. **Student’s Insurance; Release and Indemnity Provisions:** Student shall be solely responsible for insuring any of their personal property located or stored upon the Premises upon the risks of damage, destruction, or loss resulting from theft, fire, weather, water damage and all other hazards and casualties. Regardless of whether Student secures such insurance, the University shall assume no responsibility, and Student or other party to this Agreement shall, to the maximum extent of the law, release, indemnify, hold harmless and forever discharge the University and its agents and employees, for any and all liability, claims, demands, action and causes of action whatsoever arising out of or related to any loss, theft, property damage or personal injury, including death, whether such losses occur in Student’s Room, the Apartment, or elsewhere in or around the Premises.
6. **III. Termination Policies**
  1. **Termination by Student:** Except as provided below, Student may not terminate this Agreement.

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    - a. This Agreement may be terminated without penalty prior to the Expiration Date only for the following reasons: withdrawal (medical or academic), transfer, graduation, or circumstances that are determined by the University, in the University’s sole discretion, to be beyond Student’s control (each, an “Authorized Reason”). If Student remains an enrolled student and wishes to terminate this Agreement for a reason other than an Authorized Reason, Student must secure another student (meeting certain criteria) to fill the vacancy left by the termination and enter into a new lease, or sublease, with the University. If Student fails to secure a replacement student, the University reserves the right to hold Student liable for Rent for the remainder of the Agreement Term. The student is not allowed to find a replacement just for the summer months and reside in the space during the academic year. Notwithstanding anything to the contrary herein, Student shall pay Rent for the month immediately following the month in which Student terminates this Agreement.
    - b. Student must provide documentary evidence to demonstrate cause for termination and complete a Housing Cancellation Form available from the Office of Residence Life. If

Student wishes to terminate this Agreement for reasons of withdrawal or transfer, Student must also complete the withdrawal process as outlined in the University Academic Catalog.

c. The fees associated with the termination of this Agreement if Student is enrolled and the termination is not Authorized Reason are as follows:

- i. If Student notifies the University of the termination in writing more than 31 days prior to Commencement Date: \$125 housing reservation fee refunded.
- ii. If Student notifies the University of the termination in writing between 1 and 31 days prior to Commencement Date: \$0 housing reservation fee refunded.
- iii. If Student notifies the University of the termination in writing on or after Commencement Date: \$0 housing reservation fee refunded plus \$200 late cancellation fee assessed.

d. In the event that any of Student's Roommates terminate their rental agreement with the University, the remaining Roommates shall have 14 days after the termination of the rental agreement to secure a replacement student. The University reserves the right, but is not obligated, to fill the vacant space at any time or consolidate students into apartments if necessary.

e. This Agreement may not be terminated prior to the end of the Expiration Date for reason of studying abroad or internship (if receiving University credit), whether optional or mandatory, unless Student secures another student (meeting certain criteria and roommate approval) to fill the vacant spot. If Student is unable to fill their vacant spot, they shall be liable for Rent during their time away.

## 2. **Termination by the University:**

a. Upon reasonable notice and for good cause, the University reserves the right to terminate this Agreement at any time. Examples of good cause include, but are not limited to: (1) Student's failure to pay required charges by announced deadlines; (2) Student's change in student status, such as taking less than 12 credit hours per semester, or academic or disciplinary suspension; (3) Student's failure to comply with state or federal laws, the University Rules, property Rules, or rules and regulations adopted by the University; (4) Student abandoning the Apartment; and (5) Sanction of Student because of a Code of Conduct violation.

b. If the University terminates this Agreement, Student shall be held responsible for Rent for the remainder of the Agreement Term unless and until the vacancy is filled.

3. **Eminent Domain and Casualties:** The University shall have the option to terminate this Agreement if the Premises, or any part thereof, are condemned or sold in lieu of condemnation or damages by fire or other casualty.

## IV. Default

1. **Student's Default:** In the event Student shall: (a) fail to pay Rent when it shall become due hereunder; or (b) fail to perform any other promise, duty or obligation herein agreed to by them or imposed upon them by law and such failure shall continue for a period of five (5) days from the date the University provides Student with written notice of such failure, then in either of such events and as often as either of them may occur, the University, in addition to all other rights and remedies provided by law, may at its option and with or without notice to Student, either (i) terminate this Agreement or (ii) terminate Student's right to possession of the Apartment without terminating this Agreement. Regardless of whether the University terminates this Agreement or only terminates Student's right of possession without terminating this Agreement, the University shall be immediately entitled to possession of Student's Room and Student shall peacefully surrender possession of Student's Room to the University

immediately upon the University's demand. In the event the University terminates this Agreement, all of Student's rights and the University's duties hereunder shall terminate and the University shall be entitled to collect from Student all unpaid Rent for the Agreement Term and any damages resulting from Student's breach. In the event the University terminates Student's right of possession without terminating this Agreement, Student shall remain liable for the full performance of all the covenants hereof. In the event the University institutes a legal action against Student to enforce this Agreement or to recover any sums due hereunder, Student agrees to pay the University's reasonable attorney's fees in addition to all other damages.

2. **University's Default, Limitation of Remedies and Damages:** Until Student notifies the University in writing of an alleged default and affords the University a reasonable time within which to resolve the default, no default by the University in the performance of any of the obligations herein agreed to by it or imposed upon it by law shall constitute a material breach of this Agreement and Student shall have no right to terminate this Agreement for any such default or suspend their performance hereunder. In any legal action instituted by Student against the University, whether for partial or material breach or breaches of this Agreement or any obligation imposed by law upon the University, unless such breach or breaches shall constitute willful or wanton negligence on the part of the University, Student's damages shall be limited to the difference, if any, between Rent reserved in this Agreement and the reasonable rental value of the Apartment. The University's breach or breaches will be taken into account, and in no event, except in the case of the University's willful or wanton negligence, shall Student collect any consequential or secondary damages resulting from the breach or breaches, including, but not limited to, the following items: damage or destruction of furniture or other personal property of any kind located in or about the Premises, moving expenses, storage expenses, alternative interim housing expenses, and expenses of locating and procuring alternative housing.

#### **V. Miscellaneous**

1. **Entire Agreement:** All University rules, regulations, policies and procedures (including those found in the Student Handbook and the Residential Policies section of the Residence Life website) in effect from time to time are incorporated herein and are part of this Agreement. No modification of this Agreement will be enforceable unless reduced to writing and signed by Student and the University's Director of Residence Life and/or their designee.
2. **Waiver:** No waiver of any breach of any obligation or promise contained herein shall be regarded as a waiver of any future breach of the same or any other obligation or promise contained herein.
3. **Amendment of Laws:** In the event that subsequent to the execution of this Agreement any state statute regulating or affecting any duty or obligation imposed upon the University pursuant to this Agreement is enacted, amended, or repealed, the University may, at its option, elect to perform in accordance with such statute, amendment, or act of repeal in lieu of complying with the analogous provision of this Agreement.
4. **Dispute Resolution:** Any disputes arising under this Agreement shall first be addressed to Residence Life. Any appeals to decisions therefrom shall be resolved through the Office of the Assistant Vice President for Student Life. These procedures shall be followed prior to Student instituting any other legal proceedings.
5. **Severability:** The invalidity of one or more provisions in this Agreement shall not affect the validity of any other provision hereof, and the Agreement shall be construed and enforced as if such invalid provision(s) were not included.

6. **Terms and Conditions:** The information, terms, conditions, and other items specific to this Agreement by and between the Student and the University, including, but not limited to, the Student’s name and contact information, the Rent, the Student’s Room, the Apartment, the Apartment Unit, the Agreement Term, and the Expiration Date (collectively, the “Terms and Conditions”) are found in the Student housing portal. The Student hereby acknowledges and agrees that they reviewed the Terms and Conditions as part of their online student housing application.

### **Section Three – Specific Terms and Conditions for University Leased Apartments**

IN CONSIDERATION of the Rent, described herein, and the mutual promises made to each other, the University hereby subleases to Student and Student hereby subleases from the University that certain room (“Student’s Room”) of that certain apartment unit (the “Apartment”) of that certain apartment community (the “Premises”) described in the Terms and Conditions (defined below in Article V, Section 6 attached hereto as Exhibit A and all common area appurtenant to the Apartment and to the Premises, to be occupied and used based upon the terms, conditions and provisions herein set forth. As used herein, “Premises” also includes the real property appurtenant to the apartment building, including the parking lot, as well as the Apartment.

#### **I. General**

1. **Master Lease:** The University is lessee under a lease agreement (“Master Lease”) with the owner of the Premises (the “Owner”), and the Premises are managed by the Owner’s management company (the “Management Company”). Student acknowledges that because the University is merely a lessee under the Master Lease that the University cannot perform certain obligations of a landlord who owns the Premises and that the University can only petition the Owner of the Premises to perform its duties under the Master Lease. The University is not a guarantor of the performance by the Owner of the Premises of the Owner’s obligations under the Master Lease or any other lease that Student may execute with the Owner of the Premises. Student hereby acknowledges that this Agreement is subject to the terms, conditions, and provisions of the Master Lease.
2. **Term:** The term of this Agreement shall be for the period stated in the Terms and Conditions (“Agreement Term”) commencing and expiring on the dates listed in the Terms and Conditions. This Agreement automatically terminates on the Expiration Date, as listed in the Terms and Conditions. Student will be deemed to have taken possession of the Apartment on the Commencement Date, even if Student moves-in thereafter and will be liable for Rent through the Expiration Date (subject to terms contained herein) regardless of when Student vacates the Apartment.
3. **Rules and Regulations:** Student shall also comply with the apartment community policies of the Owner, attached hereto as Exhibit B and incorporated herein by this reference, and such reasonable rules, regulations, and policies as the Owner may, at Owner’s discretion, from time to time, adopt governing the use and occupancy of the Premises (collectively referred to herein as the “Rules”). The Owner reserves the right to make changes to the Rules and to adopt additional reasonable rules, regulations and policies in its sole discretion. Changes of the Rules by the Owner shall be posted in and around the Premises, or shall be otherwise conveyed to Student. Student hereby holds harmless and indemnifies the University, the Owner, and the Management Company, and their affiliates, directors, officers, shareholders,

partners, employees, team members, contractors, agents, successors and assigns from any and all liability, claims, and demands of whatever kind or nature, either in law or in equity, which result from or are related to a Guest's non-compliance therewith.

4. **Right of Entry:** The Owner and/or the Management Company has the right to enter the Premises during a reasonable time for any inspection, maintenance, extermination, alteration or improvement deemed necessary or desirable in the Owner's sole discretion.
5. **Amenities.** Student also has nonexclusive right to use all now or hereafter existing amenities within the Premise, which may include a shuttle bus service to the University, study room(s), computer lab, and game room (the "Amenities"). Student acknowledges that the Amenities are provided by Owner and/or Management Company. Student acknowledges that the University does not guarantee or warranty the availability or use of the Amenities, and that the University is not liable for any interruption or loss of use or enjoyment of the Amenities.

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## II. Financial Responsibilities

1. **Services Provided:** Rent includes the cost for the following utility services: electricity, water and sewer service, and trash/recycling pickup. Student acknowledges that utilities are provided by other parties, and the University is not liable for any interruption of service. Central facilities for trash disposal are provided. During the Lease Term, routine pest control program with respect to the Units and all other buildings on the Premises.

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## III. Termination Policies

1. **Termination of Master Lease:** If for any reason the term of the Master Lease terminates prior to the Expiration Date, listed above, this Agreement shall automatically terminate, and the University shall not be liable to Student by reason thereof, except in the event that the termination of the Master Lease is solely a result of the University's default thereunder. The University shall not be liable to Student by reason of the termination of the Master Lease prior to the Expiration Date if such termination is a result, directly or indirectly, of Student's default under the terms of this Agreement, Student's acts or omissions, or any other reason outside of the University's control.

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