

MAYVILLE STATE UNIVERSITY
HOUSING OFFICE
MAYVILLE, NORTH DAKOTA
APARTMENT LEASE AGREEMENT

_____LEASEHOLDER (S)

_____ADDRESS OF RENTAL UNIT

Mayville, North Dakota 58257

Dated at Mayville, North Dakota on _____, 20___. Mayville 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 _____, 20__, 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, or for health, social or any other reason deemed necessary by University officials, or if the leaseholder withdraws from school. The leaseholder may notice to vacate to the Student Housing Office 30 days prior to vacating his/her apartment. The leaseholder shall be responsible for 30 days rent from the receipt date of the written notice to vacate.

TERMS AND CONDITIONS OF THE LEASE

1. ELIGIBILITY REQUIREMENTS – The primary reason for residence must be to enroll at Mayville State University and obtain an academic degree or qualify for faculty/staff housing. To qualify for student housing, the leaseholder must enroll, maintain and successfully complete a minimum of 12 credit hours each semester (6 during summer session). The leaseholder must be a full-time student each semester until he/she graduates or until he/she terminates enrollment, but does not need to attend summer school if enrolled full-time during the following fall semester.

A. Single Student Housing – Any full-time undergraduate student, who has completed a minimum of 92 undergraduate credit hours (65 semester hours), is eligible for Single Student Housing. Roommate must be a full-time student of the same sex as the leaseholder. Roommates may assume the lease provided they meet the following requirements:

- 1.) The roommate must have been listed on the original (first) lease.
- 2.) The roommate must have been eligible for single student apartments at the time the original (first) lease was signed.

The original lease may be assumed only once. All roommates must be listed on the lease. The Director of Housing must have advance notice of any roommate changes. There is a minimum requirement of: resident and a maximum of 2 residents for two bedroom apartments.

B. Summer Session Housing Only – Students may reside in Family Housing or Single Student Housing, for which they qualify, for the summer session only. Students enrolling in the summer session only must enroll, maintain, and successfully complete a minimum of 8 credits during the summer session.

2. NOTICE TO VACATE – In accordance with North Dakota state law, residents of University Apartments must give a written 30-day notice to vacate. This written 30-day notice to vacate must be delivered 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 30-day notice to vacate. Leaseholders who discontinue enrollment during a semester, must give a written 30-day notice to vacate on the date they are no longer full-time students. Failure to give proper 30-day notice to vacate or failure to properly check out with a Housing Staff member will result in a \$50.00 improper check out fee, billing for accrued rent and any additional cleaning/repair charges. Residents assigned to summer session only housing must submit a written 30-day notice to vacate, regardless of the termination date as indicated in this lease.

3. RESERVATION FEE/DEPOSIT – The reservation fee/deposit will be held as a damage security deposit until the leaseholder properly checks out this apartment as specified in this lease. These deposits will accrue interest at the current passbook rate as specified by state law. The deposit plus interest will be refunded upon proper check out after deductions due to damages, cleaning charges, repair charges, unpaid rent, or other charges allowed by law.
4. CONDITION OF 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 for 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 or deduct from the housing deposit. 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.
5. USE OF PREMISES – The apartment is rented as student housing and may not be used for any commercial purposed whatsoever. The display of signs, posters and other media items on the outside of the apartment buildings, doors, University lawns, hallways, laundry areas and other common areas (other than bulletin boards) is prohibited.
6. PAYMENTS – The rental period is specified in the lease and rents are payable on or before the 1st day of each month. In addition to occupancy, rent includes all utilities as stated. Charges for damages, cleaning and/or miscellaneous bills will be reflected on resident's monthly statement from the University Business Office. An Itemization of Charges will be furnished by the Housing Office (i.e. damage report form, checkout from, etc.). The leaseholder must make regular monthly rent payments to the Mayville State University Business Office.
7. NONLIABILITY OF UNIVERSITY/PERSONAL PROPERTY INSURANCE – Mayville State University assumes no liability except as specifically provided by law. The leaseholder is advised to secure his/her own insurance against personal liability or loss or damage to his/her personal belongings. (Ex: electric cords, bicycles, etc.)
8. CHECK-INS – At the time that this lease is signed the leaseholder will be expected to provide verification for the appropriate type of housing. Single students assigned in Single Student Housing must provide a 92 credit hour (65 semester) verification. An Inventory & Condition Form for the assigned apartment will be provided for each leaseholder. It is the responsibility of the leaseholder to review, verify, sign and return the completed Inventory & Condition form to the Housing Office within one week of the date the lease is signed. Failure to return the Inventory & Condition Form indicates an acceptance of the apartment in perfect condition. Failure to provide the necessary verification forms within 10 calendar days will result in the immediate termination of this lease agreement.
9. 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 most entries. Requested maintenance by the residents will be considered prior notice.
10. 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 Plant Services and/or Housing personnel, will be completed as soon as possible. The request for maintenance serves as authorization to enter the apartment and so requested work. Each leaseholder should notify the Housing Office of necessary repairs to University property. It is the leaseholder's responsibility to replace all burnt out light bulbs and fuses in their own apartment, excluding those which are part of University owned appliances. Plant Services will maintain all lawns in all areas. Repairs necessitated as a result of negligence or

carelessness on the part of the leaseholder, or the leaseholder's family, guests, or roommates, will be billed to the leaseholder's University account.

11. **SUBLEASING AND LEASE ASSUMPTION** – Subleasing is permitted only during the summer session. The following criteria must be met in order to sublet:
 - 1) The sub lessee must enroll, maintain and successfully complete a summer session class load or must be enrolled in the following semester.
 - 2) A written sublease agreement must be submitted and approved through the Housing Office.
 - 3) All single occupants must be of the same sex, must be listed on the sublease, and must be enrolled in the Summer Session.
 - 4) All occupants must be listed on the sublease.
 - 5) The original leaseholder must reside in the apartment the Fall Semester following the sublease period.
 - 6) The original leaseholder remains responsible for all bills and damages.
 - 7) The rental rate must remain the same as that charged by the University.
 - 8) All sublease agreements may not begin before the end of Spring Semester and must terminate by beginning of Fall Semester.

A University Apartment lease agreement may not assumed by another person. 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 standard verification of eligibility requirements.

12. **PETS** – No pets are permitted in University Apartments.
13. **KEYS** – All keys which are issued to the resident must be returned to the Housing Office. Loss or failure to return any key will result in a charge for recoring of all necessary locks. The leaseholder will be responsible for payment of these charges. Each apartment leaseholder will be issued apartment door keys for each person listed on the lease for Single Student Housing.
14. **SAFETY & SECURITY** – Sidewalks and other common areas in and around apartments or buildings must be kept free of bicycles, toys rugs, 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. Leaseholders shall make every effort to minimize the risk of fire loss and agree to comply with the rules and orders of the Mayville 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 indictor periodically (monthly) to insure it is functioning properly.
15. **DISTURBANCES** – the leaseholder shall be responsible for excessive noise or disturbances which interfere with the rights, comforts or convenience of other persons whether caused by the leaseholders or their guests.
16. **WATERBED POLICY** – Waterbeds will be permitted in all University apartments. The leaseholder will be responsible for any and all damages which 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 nor approve the installation of waterbeds or similar water type furnishings. Notify the Housing Office of your intent to use a waterbed.
17. **CHECK OUTS** – Each resident must furnish the Housing Office with a written 30-day notice to vacate. The Housing Office will mail a letter to the resident confirming the date the resident intends to vacate and instructions for cleaning and check out procedures. A check out appointment must be scheduled with the Housing Office at least five days prior to the intended check out. A staff member will conduct the checkout with the vacating resident present whenever possible. Each vacating 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 the comparison with the original Inventory & Condition 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 only when all keys are returned to the Housing Office and the condition of the apartment has been verified. All credits and charges are entered onto the leaseholder's University account at the Business Office. The leaseholder will be provided a completed copy of the Inventory & Condition Form and Check Out Sheet following the check out. Failure to check out of the apartment properly may result in a \$50.00 improper check out fee.

18. TERMS & CONDITIONS – The University reserves the right to adjust the rental rate or other terms and conditions of the University Apartment Lease Agreements by notifying the leaseholder in writing 30 days prior to the beginning date that the revisions will take effect. The written notice will be mailed to the leaseholder's address as listed with the Registrar's Office.

19. A ½ months rent will be charged to those current occupants who will not be residing in the Berg Hall apartments during the summer months but plan on retaining their residency during fall semester of the new academic year.

Names and birthdates of all persons including leaseholder occupying unit:

_____/_____/_____
NAME BIRTHDATE

_____/_____/_____
NAME BIRTHDATE

_____/_____/_____
NAME BIRTHDATE

I have read and understand this University Apartment Lease Agreement and agree to abide by the listed terms and conditions as outlined in the Student Handbook. I acknowledge that I have received a copy of this lease agreement, a completed apartment Inventory & Condition Form, and two keys.

Signature of Leaseholder Social Security #

Permanent Home Address Phone Number

Signature of Leaseholder Social Security #

Permanent Home Address Phone Number

Signature of Housing Office Personnel