

# **Jardine Apartment Agreement**

## **Kansas State University Housing and Dining Services**

### **Term of Agreement**

Kansas State University agrees the above-named resident(s) may use an apartment located in the Jardine Apartments, Manhattan, Kansas, as a residence and is subject to the following terms and conditions.

This agreement shall be valid from the date of the resident's electronic submission and acceptance by the University when an apartment is assigned to the resident. Rent charges will begin from the initial date of occupancy or expected start date (listed above), whichever comes first and ending June 30, 2018 (the "Term").

Agreements offered prior to the 15th of each month will begin on the first day of that month. Agreements offered the 15th or after each month will begin on the 15th of that month. Moving in prior to the agreement start date is subject to the daily early arrival rate.

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### **Eligibility**

The above-named resident(s) must be enrolled for a minimum of twelve (12) undergraduate or six (6) graduate credit hours each semester. The above-named resident(s) must present proof of eligibility for residence in Jardine Apartments.

Documentation must be provided for a spouse (marriage certificate) and/or dependent child (custody paper or child birth certificate). It is the responsibility of the resident to have all documentation translated into English.

Only roommates of the same gender are permitted for single residents.

Guests are permitted to stay for two (2) weeks at a time and must be registered with the Jardine Apartments office. Extended family members (parents, grandparents and other relatives) are limited to no more than two (2) months stay per agreement year and must be registered with the Jardine Apartments office. All residents of an apartment must approve apartment guests.

Please note the following requirements for living in Traditional, Renovated, and Highly Renovated Apartments:

Traditional and Renovated apartments are designated solely for graduate and non-traditional students. The definition for how K-State classifies a non-traditional student is found on-line at: <http://www.k-state.edu/nontrad>

Highly Renovated Apartments are designated solely as family housing being either two married people (as defined by the State of Kansas definition of marriage) or a single parent with a child.

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### **Use**

The apartment is to be used only as a residence by those parties listed on the agreement. Occupants may not operate any business from the residence, including, but not limited to, Internet businesses, baby-sitting, music lessons and/or door-to-door selling or solicitation.

Residents agree not to sublease this apartment. If a resident leaves, resident status will transfer equally among any remaining residents or transferred to a spouse (if meets eligibility requirements) with prior approval of the Jardine Apartments office. Transfer may occur only if the resident is required by necessity or circumstance to leave the apartment during the Term of the agreement.

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### **Deposit**

The resident(s) agrees to pay a deposit of \$400.00 to be held by the university through the length of this agreement. The amount of the deposit, less charges for cleaning, damages, rent or additional charges due on the student's university

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account plan, will be refunded within eight (8) weeks after termination of this agreement. Any charge in excess of the deposit will be placed on the student's university billing account and due as specified.

Early cancellation of the agreement will result in forfeiture of the full amount of the deposit as well as other liquidated damages. (See Vacating/Termination/Renewal by Resident section)

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#### **Payment**

All Housing and Dining Services charges a resident incurs, with the exception of the deposit submitted to reserve an apartment, will be charged to the student's university billing account and due as specified.

Residents will be billed in equal shares for the apartment. Each resident is jointly and severally liable under this agreement, including but not limited to, for the full amount of rent and other charges attributable to the apartment. If a resident(s) vacates prior to the end of the term, all resident(s) are still liable for payment of the full amount of the apartment rental rate, but the remaining eligible residents may designate a new eligible resident(s) to replace the vacating resident(s). The new resident(s) must be mutually agreeable to the remaining above-named resident(s) and to the Jardine Apartments office. If approved, such new resident(s) may replace the vacating resident(s) on the agreement via a new signed agreement.

The university reserves the right to change rental and laundry rates when deemed necessary after thirty (30) days advance notice to the resident(s).

A resident may select from the following for facilitating payment:

Monthly payment plan: The resident's KSIS account will be billed the month prior to agreement start date and each month following until the end of the agreement. Charges are due as specified.

Semester payment plan: The resident's KSIS account will be billed in July for the fall semester and in December for the spring semester. Charges are dues as specified.

Prepayment of semester total: Fall semester payment is due July 1, 2017, and the spring semester payment is due December 1, 2017. Please make your payment directly to Housing and Dining Services with cash, check or credit card.

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#### **Default**

Any unpaid balance existing after a due date will result in a hold being placed on the student's university billing account and academic records, denial of enrollment and of space in the housing system, and may result in additional fees and referral to a collection agency.

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#### **Utilities**

The resident(s) is responsible for payment of utilities, including electricity, telephone and cable television services. This includes set up and cancellation of services. Failure to properly set up electricity prior to moving into the Jardine Apartments or failure to maintain an up to date account with Westar is a violation of this agreement and may result in a contractual hearing with a representative of Housing and Dining Services and may result in penalties including monetary fines and up to termination of this agreement (See Termination Policy). Penalties along with any charges from the electrical company billed to Housing and Dining will in turn be billed to the resident(s) on their University student billing account(s). The university provides, water, gas, Internet and trash services.

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#### **Damages/Cleaning**

The resident(s) agrees to be responsible for the cost of cleaning, replacement and repairs of equipment, furniture and/or fixtures on the premises.

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### **Children**

Families with more than two (2) children at check in may only occupy a three (3) or four (4) bedroom apartment. The maximum number of children allowed in a three (3) or four (4) bedroom apartment is four (4) children. Families who, by whatever means, have more children after they check-in must register children and if the number in the family is larger than what is allowed in the apartment style they currently live in they may be required to change to a larger apartment or move off campus if there are no larger apartments available. The resident(s) is responsible for the supervision of his/her children at all times.

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### **Pets**

No pets are allowed. Keeping or harboring cats, dogs, or other animals on the premises is prohibited, except for fish in a tank not to exceed thirty (30) gallons, and service animals, as deemed medically necessary and with appropriate documentation from the Student Access Center. This applies to any guest to the apartment regardless of length of visit.

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### **Waterbeds and Pianos**

Waterbeds and pianos are permitted only on the first (ground) floor.

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### **Washers/Dryers/Dishwashers**

Clothes washers, clothes dryers and dishwashers (portable or nonportable) are permitted only when the resident(s) is assigned to an apartment where such appliances are provided by Housing and Dining Services.

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### **Keys and Locks**

Residents will be charged for a lock change and new keys if a key is lost or not returned at check out. This includes all apartment, laundry facility and mailbox keys. Residents will be charged for a new keycard if a keycard is lost or not returned at check out.

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### **Vehicles and Parking**

All vehicles must have current Kansas State University parking permits and obey all Kansas State University parking regulations.

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### **Alterations**

Interior or exterior alterations to the apartment by occupants, including, but not limited to, painting, reconstruction and modification of the plumbing, heating or electrical systems, are prohibited. Any alterations made by a resident to their apartment may require removal and repair at the expense of the resident.

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### **Termination by University**

This agreement may be modified or terminated at the discretion of the director of Housing and Dining Services or an authorized designee of the director. A Resident is given notice and an opportunity to discuss with the director, or an authorized designee of the director, and a representative of the Office of Student Life the basis for any proposed modification or termination of this agreement.

Reasons for modification or termination include, but are not limited to: involvement of the Resident in actions or activities detrimental to the health, safety, welfare, or security of self or other residents, or disruptive of the apartment community; or failure of the Resident or Resident family members to comply with the terms of this agreement including but not limited to maintaining a financially current balance or the resident failing to be enrolled at the university as required by

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this agreement. If the agreement is terminated for one of the reasons above, the Resident is required to pay any remaining charges due under this agreement.

In addition, Housing and Dining Services reserves the right to terminate or modify the terms of this agreement when the director of Housing and Dining Services or an authorized designee of the director learns a resident or resident's family members has been charged with or convicted of a crime or crimes against persons or involving any other conduct that may threaten the safety or security of other residents. Modification of the agreement may include, but is not limited to, moving the Resident to another university housing facility or restricting the Resident's access to housing facilities.

If this agreement is terminated by the University, the Resident remains responsible for all charges in full under this agreement, which continue to accrue until the effective date of the termination, and are in addition to any applicable fees and damages assessments otherwise provided for in this agreement. If the University terminates the agreement based on the Resident's breach, the resident agrees that the university will retain the required \$400 deposit, along with an amount equivalent to two months of that resident's rent charge, as liquidated damages, with the two months measured from the last date of occupancy.

#### **VACATING/TERMINATION/RENEWAL BY RESIDENT**

Please contact the Housing and Dining Services office at 785-532-6453 or [housing@k-state.edu](mailto:housing@k-state.edu) with questions concerning the vacating, termination, or renewal of this agreement, after reviewing the provisions below.

- 1) A resident may terminate this agreement prior to occupancy (i.e., beginning move in and/or residing in the apartment) and **on or before** April 1, 2017 by delivering a written notice of termination **on or before** April 1, 2017, to the Housing and Dining Services Office in 104 Pittman Building. For such termination, the resident agrees that the university will retain the \$400 deposit previously paid by the resident as liquidated damages. With such a termination, the university will not charge for any rent owed under this Agreement.
- 2) A resident may terminate this agreement prior to occupancy but **after** April 1, 2017 by delivering a written notice of termination to the Housing and Dining Services Office in 104 Pittman Building. For such termination, the resident agrees that the university will retain the \$400 deposit previously paid by the resident, along with an amount equivalent to two months of that resident's rent charge, as liquidated damages. The resident will not be permitted to occupy the apartment.
- 3) After occupying the apartment (i.e., beginning move in and/or residing in the apartment), if a resident intends to vacate the apartment at the end of the Term of this Agreement (June 30, 2018), the resident shall complete an Intent To Vacate (ITV) Form by May 1, 2018, showing an intent **not** to renew this Agreement. If the resident files the ITV Form by May 1, 2018, no rent charges will accrue to the resident after June 30, 2018.
- 4) After occupying the apartment, if a resident vacates at the end of the Fall semester/calendar year (December 31, 2017) for academic reasons (limited to graduation, study abroad, or other internship, cooperative study, student teaching or other applied learning experience required by his/her academic program) and the resident provides proof of such academic reason sufficiently satisfactory to the university, then the resident will not be charged rent beyond December 2017 and retain the deposit, provided that the resident has completed an ITV Form by November 1, 2017. If a resident is vacating for academic reasons listed herein at any time other than the end of the fall semester, or is vacating at the end of the fall semester for non-academic reasons, then the provisions of paragraph 3, 5, or 6 apply, as applicable.
- 5) After occupying the apartment, if a resident vacates at any other time other than at the end of the Term of the Agreement, then the resident may terminate this agreement by completing an electronic ITV Form, according to the terms in this paragraph. For such termination, the resident agrees that the university will retain the \$400 deposit previously paid by the resident, along with an amount equivalent to two months of that resident's rent charge, as liquidated damages, with the two months measured from the last date of occupancy.
- 6) If a resident does not file an ITV Form prior to vacating the apartment at any time, then the resident will continue to be assessed rent charges through the end of the Term of the Agreement or until such time as the university has knowledge

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that the resident no longer occupies the apartment, whichever occurs last, and the resident further agrees that the university also will retain the \$400 deposit previously paid by the resident, along with an amount equivalent to two months (measured from the end of the Term of the Agreement or when the university has knowledge that the resident no longer occupies the apartment, whichever occurs last) of that resident's rent charge, as liquidated damages. Without limiting the foregoing and notwithstanding anything to the contrary in this agreement, by way of clarification, this paragraph applies to a resident vacating at the end of the Term of the Agreement if that resident has not timely filed an ITV, as required in paragraph (3), above. The resident who has not filed an ITV Form shall move out no later than the end of the Term.

7) All resident(s) must participate in the Choose Your Experience (CYE) process conducted each year in February. During CYE residents can choose to either renew this agreement for a subsequent academic year or to file an ITV Form. Failure to take part in CYE will result in a resident not being able to renew their agreement and they must move out no later than the end of the Term of this Agreement (June 30, 2018); charges and return of the deposit (or lack thereof) are subject to the preceding paragraphs in this section "VACATING/TERMINATION/RENEWAL BY RESIDENT".

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### **Jardine Apartments Handbook**

All provisions contained in the Jardine Apartments Handbook are made a part of this agreement and are incorporated herein by reference.

Resident agrees to comply with all provisions of the Kansas Board of Regents Weapons Policy, found at <https://www.kansasregents.org/resources/PDF/About/BoardPolicyManual.pdf>

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### **Right of Entry**

Authorized personnel may enter the apartment including all bedrooms without a resident's consent in case of emergency, to make periodical health or safety checks, routine maintenance, and for scheduled pest control inspections and treatment.

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### **Health, Safety and Aesthetic Standards**

Residents are responsible for ensuring that a basic level of health, safety and aesthetic standards are maintained as determined by the Jardine Apartments office and a local pest control agent.

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### **Abandoned Property**

All personal property remaining in the apartment unit or directly outside the unit after the end of the agreement period may be disposed of at charge to the resident(s) of the unit. All personal property in violation of the aesthetic policies during the agreement period will be deemed abandoned property and may be disposed of immediately at the resident's expense.

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### **Liability**

In consideration of being permitted to use the premises, the resident agrees to waive any claims, including claims for negligence, against the State of Kansas, Kansas State University, Housing and Dining Services, and their employees or agents for loss of property or for personal injury to the resident(s) or his/her family or guests arising from use of the premises. Residents are encouraged to carry their own health and personal property insurance.

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### **Relocation**

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Housing and Dining Services retains the right to relocate residents to another housing facility for reasons including, but not limited to, health and safety concerns, paint concerns, noise violations and renovations.

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### **Account Information Release**

In compliance with provisions of federal law, Housing and Dining Services cannot release information contained in educational records, including information on records pertaining to a student's housing account, without specific written consent from the student. This release authorizes Housing and Dining Services to discuss the student's housing account only with the individuals listed. Changes must be received in writing before inquiries from other persons are answered.

I hereby consent to the disclosure of information contained in housing account records to those individuals listed for the purpose of responding to inquiries concerning my account. This consent is valid for the duration of the agreement.

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### **Lead Warning Statement**

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust can pose health hazards if not managed properly.

Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

### **Lessor's Disclosure**

Some of the paint supplied to state agencies by the prison system until 1989 may have contained lead. The university was required to use this paint. Consequently, the presence of lead-based paint and/or lead-based paint hazards have been found in some areas that have been tested. The suspected areas tend to be in the painted trim and metal.

### **Lessor's Action Plan**

If the lessee (resident) has peeling paint within his/her apartment, please go to the Jardine Apartments office and complete a work order. Housing and Dining Services Facilities Management staff will enter the apartment and remove the peeling paint and encapsulate the remaining affected area. The entire apartment will not be painted at that time.