

Jardine Hybrid 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 May 31, 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.

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.

Only roommates of the same gender are permitted.

Guests are permitted to stay for two (2) weeks at a time and must be registered with the Jardine Apartments office. All residents of an apartment must approve apartment guests.

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.

Non-contracted persons are not permitted to be residents in Residential Space, and therefore, the University does not hold all or part of a Residential Space for non-contracted persons. The University reserves the right to assign any eligible Resident to an available space and gives priority to confirmed roommate preferences.

The University reserves the right to change the Residents selected Residential Space to accommodate ADA situations, when there is a need to consolidate residents due to vacancies in multiple rooms, and when other unforeseen situations might make it necessary, but only after consultation with the Resident.

Roommate incompatibility is not grounds for contract termination, including without limitation changing a selected Residential Space. The Resident may ask for assistance from University Housing and Dining Services staff for roommate compatibility issues.

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 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.

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.

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.

Utilities

The resident(s) is responsible for payment of utilities including telephone and cable television services. This includes set up and cancellation of services. The university provides electricity, water, gas, sewer, trash and Internet services.

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.

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.

Waterbeds and Pianos

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

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.

Keys and Locks

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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.

Vehicles and Parking

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

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.

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 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 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 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 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.

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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 (May 31, 2018), the resident shall complete an Intent To Vacate (ITV) Form by April 1, 2018, showing an intent **not** to renew this Agreement. If the resident files the ITV Form by April 1, 2018, no rent charges will accrue to the resident after May 31, 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 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 (May 31, 2018); charges and return of the deposit (or lack thereof) are subject to the preceding paragraphs in this section "VACATING/TERMINATION/RENEWAL BY RESIDENT".

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>

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.

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.

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.

Relocation

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.

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.

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.