

**Elon University: Residence Life
Apartment Lease Agreement**

Please read this document carefully. This Agreement is a binding document that details a set of conditions between you, the student ("Tenant"), and Elon University. This Agreement guarantees you a space in a campus apartment for the Agreement Term specified below. This Agreement may be terminated only under the conditions specified 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.

Contact Information

Tenant Name (Print): _____ Student ID #: _____ Tenant E-mail: _____
Home Phone #: _____ Cell Phone #: _____ Campus Box: _____

Apartment & Financial Information

Apartment Unit: Danieley Center Unit: _____ The Oaks Unit: _____ # of Keys for the Unit: 1 or 2
Agreement Term: Commencement Date (circle): June 1, 2009 OR June 15, 2009 OR Other specific date: _____
Expiration Date (circle): May 31, 2010 OR Other specific date: _____
Fall Tuition Rate (7 months traditionally): _____ Spring Tuition Rate (5 months traditionally): _____

Signatures:

Tenant Signature : _____ Date: _____
University Signature: _____ Date: _____

WHITE - Office

YELLOW-Student

THIS LEASE AGREEMENT (the "Agreement") made as of the ____ day of _____, 20____, by and between Elon University (the "University"), and the above named student ("Tenant").

IN CONSIDERATION of the Rent, described below, and the mutual promises made to each other, the University hereby leases to Tenant and Tenant hereby leases from the University room ____ ("Tenant's Room") of apartment unit ____ (the "Apartment") of (circle one) **Danieley Center Apartments**, 700 E. Haggard Avenue **OR The Oaks**, 210 N. Williamson. (the "Premises") 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 above ("Agreement Term") commencing and expiring on the dates listed above. This Agreement automatically terminates on the Expiration Date, listed above; however, Tenant may reserve Tenant's Room for the following year as set forth in the Housing Selection information.
2. **No Subletting:** Tenant 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.
3. **Non-Exclusive Use of the Apartment:** So long as Tenant pays the Rent due under this Agreement and performs the other tenant obligations hereunder, Tenant shall have the exclusive use of and liability for the use of Tenant's Room during the Agreement Term. Tenant has the right to use and liability for the use of the common areas within the Apartment in common with other tenants who reside in the Apartment pursuant to separate agreements with the University and their guests. All tenants 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.
4. **Discrimination:** The University does not discriminate on the basis of race, color, gender, disability, sexual orientation, or national or ethnic origin in the assignments of rooms or in the assignments of persons as roommates and rejects all requests for changes based upon such reasons. In addition, the University complies with all applicable federal, state, and local laws governing non-discrimination.
5. **The University to Provide Fit Premises:** 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.
7. **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 Tenant from the Apartment.

8. **Rules and Regulations:** Tenant, and his/her guests and agents 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, 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 reserves the right to make changes to the existing rules and regulations and to adopt additional reasonable rules and regulations in its sole discretion. Tenant acknowledges the s/he has had access to and the opportunity to read the Residential Policies and Student Handbook.

II. Financial Responsibilities

1. **Rent:** Tenant shall pay to the University, without notice, demand or deduction, Rent in the amount listed above. Rent will be included on Tenant's tuition bill.
2. **Services Provided:** Rent includes the following: local telephone service, maintenance service, basic cable television service, water and sewer service, trash/recycling pickup, internet service, electricity service, gas service and Campus Security. Tenant 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. **Tenant Security Deposit:** The \$200 reservation fee paid by Tenant shall be held by the University as a security deposit ("Tenant Security Deposit"). The terms "reservation fee" and "Tenant Security Deposit" are used herein interchangeably. Upon the expiration or termination of this Agreement or any extension thereof, the University may deduct from the Tenant Security Deposit amounts sufficient to pay: (1) any damages sustained by the University as a result of Tenant's nonpayment of rent or non-fulfillment of tenant obligations, (2) any damages to the Apartment for which Tenant is responsible; (3) any unpaid bills which become a lien against the Apartment due to Tenant's occupancy; (4) any court costs incurred by the University in connection with terminating this Agreement; and (5) any other damages of the University in connection to this Agreement. After having deducted the above amounts, if any, the University shall credit Tenant's account with the University for the remaining difference, if at that time Tenant has an outstanding balance with the University. If Tenant does not have an outstanding balance with the University, the University will refund any remaining monies from the Tenant Security Deposit to Tenant.
4. **Damages:** Tenant shall pay for any damages s/he causes to Tenant's Room, the Apartment or furnishings or appliances therein that are assessed to be in amounts greater than the unused Tenant Security Deposit. All tenants of the Apartment will be liable to pay a prorated amount for any damage to the common areas of the Apartment or furnishings or appliances therein if the responsible individual cannot be identified by the University.
5. **Tenant's Insurance; Release and Indemnity Provisions:** Tenant shall be solely responsible for insuring any of his/her 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 Tenant secures such insurance, the

University shall assume no responsibility, and Tenant 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 Tenant's Room, the Apartment, or elsewhere in or around the Premises.

III. Termination Policies

1. **Termination by Tenant:** Except as provided below, Tenant may not terminate this Agreement.

a. This Agreement may be terminated without penalty prior to the Expiration Date only for the following reasons: withdrawal (medical and academic), transfer, graduation, or circumstances that are determined by the University, in the University's sole discretion, to be beyond Tenant's control (each, an "Authorized Reason"). If Tenant remains an enrolled student and wishes to terminate this Agreement for a reason other than an Authorized Reason, Tenant must secure another student (meeting certain criteria and roommate approval) to fill the vacancy left by the termination. If Tenant fails to secure a replacement tenant, the University reserves the right to hold Tenant liable for Rent for the remainder of the Agreement Term. In any event, Tenant shall pay Rent for the month immediately following the month in which Tenant terminates this Agreement.

b. Tenant must provide documentary evidence to demonstrate cause for termination and complete a Housing Cancellation Form available at the Residence Life Office in Moseley 213. If Tenant wishes to terminate this Agreement for reasons of withdrawal or transfer, Tenant must also complete paperwork available in the Office of Student Development in Moseley 206.

c. Termination of lease if enrolled and termination is not for an Authorized Reason:

- i. More than 31 days prior to Commencement Date: \$200 housing reservation fee refunded
- ii. Between 1 and 31 days prior to Commencement Date: \$0 housing reservation fee refunded
- iii. On or after Commencement Date: \$0 housing reservation fee refunded plus \$200 late cancellation fee assessed

d. In the event that any of Tenant's Roommates terminate his/her rental agreement with the University, the University reserves the right to increase Rent proportionally among Tenant and the remaining Roommates. Tenant and the remaining Roommates shall have 30 days after the termination of the rental agreement to secure a replacement tenant before any such increase in the Rent takes effect. The University reserves the right, but is not obligated, to fill the vacant space at any time.

e. This Agreement may not be terminated prior to the end of the Expiration Date for reason of studying abroad or internship (if receiving Elon credit), whether optional or mandatory, unless Tenant secures another student (meeting certain criteria and roommate approval) to fill the vacant spot. If Tenant is unable to fill his/her vacant spot, s/he will be liable for Rent during his/her 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) Tenant's failure to pay required charges by announced deadlines; (2) Tenant's change in student status, such as taking less than 12 credit hours per semester, or academic or disciplinary suspension; (3) Tenant's failure to comply with state or federal laws, apartment policies and regulations, or rules and regulations adopted by the University; (4) Tenant abandoning the Apartment; and (5) Sanction of Tenant because of an Honor Code violation.

b. If the University terminates this Agreement, Tenant shall be held responsible for Rent for the remainder of the Agreement Term.

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. **Tenant's Default:** In the event Tenant 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 him/her or imposed upon him/her by law and such failure shall continue for a period for five (5) days from the date the University provides Tenant 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 Tenant, either (i) terminate

this Agreement or (ii) terminate Tenant's right to possession of the Apartment without terminating this Agreement. Regardless of whether the University terminates this Agreement or only terminates Tenant's right of possession without terminating this Agreement, the University shall be immediately entitled to possession of Tenant's Room and Tenant shall peacefully surrender possession of Tenant's Room to the University immediately upon the University's demand. In the event the University terminates this Agreement, all of Tenant's rights and the University's duties hereunder shall terminate and the University shall be entitled to collect from Tenant all unpaid Rent for the Agreement Term and any damages resulting from Tenant's breach. In the event the University terminates Tenant's right of possession without terminating this Agreement, Tenant shall remain liable for the full performance of all the covenants hereof. In the event the University institutes a legal action against Tenant to enforce this Agreement or to recover any sums due hereunder, Tenant 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 Tenant 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 Tenant shall have no right to terminate this Agreement for any such default or suspend his/her performance hereunder. In any legal action instituted by Tenant 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, Tenant'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 Tenant 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) are incorporated herein and are part of this Agreement. No modification of this Agreement will be enforceable unless reduced to writing and signed by Tenant and the Director of Residence Life and/or his/her 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 Tenant 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.

Effective as of the _____ day of _____, 20_____

By: _____ Title: _____

TENANT
Print Name: _____

Student ID: _____

Signature: _____

Signature of Student or Parent/Legal Guardian (if Tenant is under 18 years of age)