

Elon University: Residence Life Apartment Lease Agreement 2008-2009

- **Please read this document carefully.** This lease agreement is a binding document that details a set of conditions between you, the student, and Elon University. This lease agreement guarantees a space in campus housing for the agreement period specified. 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): _____ Datatel #: _____

Tenant Permanent Address, City, State, Zip Code: _____ Permanent Phone #: _____

Campus Box: _____ Tenant E-mail: _____ Cell Phone #: _____

Apartment & Financial Information

Apartment Unit: _____ # of Keys for the Unit: 1 or 2

Danieley Center Apartments Unit: _____ A B C D The Oaks Units: _____ A B C D

Expanded Housing Units: _____ A B C D Oak House: _____

Term: Commencing Date (circle): June 1, 2008 or June 15, 2008 or Other: _____ Expiring Date (circle): May 31, 2009 or Other: _____

Fall Tuition Rate: _____ Spring Tuition Rate: _____

Signatures:

Tenant Signature _____ Date : _____

Landlord Signature: _____ Date : _____

WHITE - Office

YELLOW-Student

HIS/HER LEASE AGREEMENT made on the date stated above, by and between Elon University (Residence Life), hereafter called Landlord, and the above named student as Tenant.

IN CONSIDERATION of the rent described below and the mutual promises made to each other, the Landlord and the Tenant agree to the following Terms, Conditions, and Provisions.

I. General

Initial: _____

1. **The Premises:** Located in the Town of Elon, County of Alamance, State of North Carolina, being known as and more particularly described as: **Danieley Center Apartments (4 person)**, 700 E. Haggard Avenue; **The Oaks (2 person or 4 person depending on apartment option)**, 210 N. Williamson; **Oak House (5 person)**, 215 S. Oak Street.
2. **Term:** The term of his/her lease shall be for 11.5/12 months commencing and expiring on the dates listed above; for the entire period. Either Landlord or Tenant may terminate the tenancy at the expiration of the Initial Term if written notice is not received by the renewal date stated in the Housing Selection information.
3. **Eligibility Requirements:** To be eligible for an apartment in on-campus housing, students must be enrolled in full-time academic course work at the start of the semester (minimum of 12 semester hours). Exceptions must be approved by the Associate Director of Residence Life Operations and Information Management. Dropping to part-time status does not necessarily cancel this agreement. All first and second year students are required to live on campus except those who are living with their parent(s) or guardian(s), nontraditional students and transfer students who have been out of high school one year or more, unless approved by the Associate Director of Residence Life Operations and Information Management. A resident may not sublet or rent their room/apartment or permit another person to share a room assignment. The student may only use the room/apartment as a residence. A resident whose housing agreement is terminated by the university due to judicial reasons may forfeit the housing payment for the academic year.

II. FINANCIAL RESPONSIBILITIES

Initial: _____

1. **Rent:** Tenant shall pay, without notice, demand or deduction, to Landlord by semester rental payments in the amount listed above. Should the number of tenants increase or decrease, appropriate adjustments in the Tenant's monthly rental payment will be made, unless another tenant is approved and completes a lease for listed unit. Payment will be made to Elon University by cash, check, or money order to the university Bursar in Alamance 111 or to P.O. Box 398, Elon University, Elon, NC 27244. The first rental payment, which shall be prorated if the initial term commences on a day other than the first day of the applicable rental payment period, shall be due on the commencing date. Rent will be included on your tuition bill; the amounts must be paid in full according to the due dates provided to you on the billing statement. Please note that these rates on the statement are determined based on a semester of billing (6.5 or 7 months for the fall and 5 months for the spring).
2. **Tenant Security Deposit:** All Tenants shall deposit with Landlord the sum of \$200 as a security deposit ("Tenant Security Deposit"). See section 3-7 for cancellation and refund policy information. The Tenant Security Deposit shall be held until the completion of the damage billing process to ensure that all charges for facility concerns are appropriately applied in the manner and the purposes set forth in this agreement. Upon any termination of the tenancy herein created, the Landlord may deduct from the Tenant Security Deposit amounts sufficient to pay: (1) any damages sustained by the Landlord as a result of the Tenant's nonpayment of rent on non-fulfillment of the Initial Term or any renewal periods, including the Tenant's failure to enter into possession; (2) any damages to the Premises for which the Tenant is responsible; (3) any unpaid bills which become a lien against the Premises due to the Tenant's occupancy; (4) any outstanding obligation to the university; (5) any court costs incurred by the Landlord in connection with terminating the tenancy; and any other damages of the Landlord. After having deducted the above amounts, the Landlord shall, credit the tenants account for the remaining difference if they are an enrolled student. If they are no longer an enrolled student a refund will be issued.
3. **Tenant's Insurance; Release and Indemnity Provisions:** The Tenant shall be solely responsible for insuring any of his 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 the Tenant secures such insurance, the University shall assume no responsibility, and the student or other party to this agreement shall indemnify and hold harmless Elon University and its agents and employees, for any and all claims arising from personal injury or for the

loss, damage, or theft whether such losses occur in student rooms, public areas, or elsewhere in or around the unit.

4. **Meal Plan Minimum:** All sophomores in Danieley Center Apartments, Oak House and The Oaks Apartments are required to have a minimum of a **5-meal plan**. Juniors and seniors in Danieley Center Apartments, Oak House and The Oaks Apartments are not required to have a meal plan.
5. **Utilities:** Oak House tenants must obtain electric service with Duke Power and be responsible for charges and deposits directly with the company. You must report the cell phone numbers of all members of the house within one week of the start of the lease; failure to do so could result in a fine being applied to your account. One tenant per unit is responsible for having the utilities placed in his/her name and address for the duration of his/her agreement. Failure to place utilities in said Tenant's name by the beginning date of his/her lease will render all leases for listed unit NULL AND VOID and a fine will be added to each person's account for each day that the University has to pay the amount owed.
6. **Services Provided:** The Landlord shall provide the following services to the tenants at Danieley Center Apartments (A-F, O-P), and The Oaks: 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. All Elon University apartment units, except for Danieley Center O & P and The Oaks, are unfurnished.

III. Termination Policies

Initial: _____

1. **Termination by Tenant:** Except as provided in below, Tenant may not terminate the tenancy during the Initial Term but may terminate the tenancy thereafter as provided in above.
 - a. The tenant should pursue the offer of on-campus apartment housing only if s/he is sure s/he wants to live in an on-campus apartment next year. If s/he contracts for on-campus apartment housing and later discovers s/he prefers to live in an apartment or commute from home, s/he cannot break the contract after the start of the lease (June 1, 2008 or June 15, 2008) if s/he continues to be enrolled as a full time student.
 - b. Late cancellation of lease (before June 1, 2008 or June 15, 2008) if enrolled:
 - On or before April 31: \$200 housing reservation fee refunded
 - May 1 – May 31: \$0 housing reservation fee refunded
 - June 1 - June 15 (if applicable): \$0 housing reservation fee refunded plus \$200 late cancellation fee assessed if enrolled
 - c. The agreement may be terminated prior to the end of the initial term only for the following reasons: withdrawal (medical and academic), transfer, graduation, or circumstances that are determined by the University to be beyond the student's control. If you remain an enrolled student and wish to cancel your lease for reasons other than those listed above, you, the tenant, will have to find another tenant (meeting certain criteria and roommate approval) to fill the spot or you will be obligated to pay for the space until filled.
 - d. To cancel the lease agreement, documentary evidence will be required to show cause for cancellation. You must come to the Residence Life Office in Moseley 213 and complete a Housing Cancellation Form. If you are canceling for reasons of withdrawal or transfer you must also complete paperwork in the Office of Student Development in Moseley 206.
 - e. Remaining tenants will have thirty (30) days to find another tenant or the rent will increase proportionally to cover the canceled tenant. Residence Life also reserves the right to fill the vacant space.
 - f. Leases may not be terminated prior to the end of the initial term for reason of studying abroad, whether optional or mandatory. For the lease to be canceled for this reason, you the tenant, will have to find another tenant (meeting certain criteria and roommates approval) to fill the vacant spot or you will be obligated to pay the entire period of the lease and board, if applicable, during your time abroad.
2. **Termination by Landlord:** Upon reasonable notice and for good cause, the Landlord reserves the right to terminate this lease at any time. Examples of good cause include but are not limited to: (1) Failure to make payment of required charges by announced deadlines; (2) A change in student status including taking less than 12 credit hours per semester, or academic and disciplinary suspension; (3) Failure to comply with state or federal laws, apartment policies and regulations, and rules and regulations adopted by Elon University; (4) Abandonment of the space by the Tenant who is enrolled

at the university, may result in the termination of his/her lease by the Landlord with the Tenant being held responsible for rent for the remainder of the academic year.

3. **Eminent Domain and Casualties:** The Landlord shall have the option to terminate his/her agreement if the Premises, or any part thereof, are condemned or sold in lieu of condemnation or damages by fire or other casualty.
4. **Tenant's Duties Upon Termination:** Upon any termination of the Tenancy created hereby, whether by the Landlord or the Tenant and whether for breach or otherwise, the Tenant shall:
 - a. pay all utility bills due for services to the Premises for which he/she is responsible and have all such utility services transferred to a remaining tenant's name;
 - b. vacate the Premises removing from there all Tenant's personal property of whatever nature;
 - c. properly sweep and clean the Premises, including plumbing fixtures, refrigerators, stoves and sinks, removing all rubbish, trash, garbage and refuse;
 - d. make such repairs and perform such other acts as are necessary to return the Premises, and any appliances or fixtures furnished in connection therewith, in the same condition as when Tenant took possession of the Premises; provided, however, Tenant shall not be responsible for ordinary wear and tear;
 - e. fasten and lock all doors and windows;
 - f. return to the Landlord all keys to the Premises;
 - g. If the Tenant fails to sweep out and clean the Premises, appliances and fixtures as herein provided, Tenant shall become liable, without notice or demand, to the Landlord for a cleaning fee. The tenant agrees that failure to comply with these duties will also result in forfeiture of part or all of the Security Deposit.
 - h. Upon vacating the premises, the unit will be inspected by the Landlord. The Tenant may be present for the inspection if desired.
5. **Right of Entry & Inspection of Premises:** Tenant has the right to inspect the Premises and is required to complete an Apartment Condition Form that is due one week after the keys are picked up. The Landlord reserves the right to enter listed unit for the following reasons: emergency, repair, maintenance, health and safety inspections and as necessary to maintain university rules and regulations.

APARTMENT REGULATIONS AND POLICIES

Initial: _____

1. **Liability:** The Landlord shall assume no responsibility, and the Tenant or other party to this agreement shall indemnify and hold harmless Elon University and its agents and employees, for any and all claims arising from personal injury or for the loss, damage, or theft of whether such losses occur in student rooms, public areas, or elsewhere in or around the unit. The Tenant is encouraged to carry insurance for protection against such losses.
- All the Additional Provisions attached hereto and the following additional terms and conditions shall also be a part of this lease:
2. **Entire Agreement:** This agreement and all university rules, regulations, policies and procedures (including those found in the Student Handbook) incorporated herein or referenced, form this agreement. No modification of his/her agreement will be enforceable unless reduced to writing and signed by the Tenant and the Director of Residence Life and/or his/her designee.
 3. **Maintenance:** All maintenance work for the Danieleley Center, The Oaks, and the Oak House are the responsibility of Elon University. Students that are having maintenance concerns in these units should contact their Area Office: Oaks: 336-278-4321, Danieleley Center: 336-278-7310, Oak House: 336-278-7300
 4. **Rules and Regulations:** The Tenant, and his/her guests and agents shall comply with and abide by all of the Additional Provisions within this lease and such future reasonable rules and regulations as the Landlord may, at Landlord's discretion, from time to time, adopt governing the use and occupancy of the Premises and any common areas used in connection with them. Landlord reserves the right to make changes to the existing Additional Provisions and to adopt additional reasonable rules and regulations from time to time. A section on Additional Provisions is included in this agreement and the Tenant shall be entitled to appropriate relief under North Carolina law, or the Elon University Student Handbook.
 5. **Pets:** Tenant 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 and trained guide dogs for the visual/hearing impaired. Violation may result in lease termination and/or a \$150 fine and judicial action. Tenant also agrees to reimburse the Landlord for any primary or secondary damages caused by the presence of a pet that brings damage to the Premises or to any common areas used in conjunction with them, and to reimburse the Landlord for any liability to third parties that may result from Tenant's keeping of such pet or pets. Tenant must remove the pet within in three days or the pet will be moved by Elon administration or an outside agency.
 6. **Grills:** use of gas or charcoal grills on premises is not permitted, unless grill has been installed by Elon University
 7. **Large Gatherings and Noise:** It is imperative that students maintain appropriate relationships with the community in which they live. Excessive noise or large parties are not acceptable. Students who participate in these activities are eligible for removal from campus housing facilities. Students who are removed from campus housing are responsible for the completion of housing payments.
 8. **Parking:** Students are not allowed to park on the street in front of housing facilities, in which parking spots are not designated. Students are not allowed to park on the lawn of the designated housing facility; automobiles will be towed at the owner's expense.
 9. **Assignment/Subleasing:** The Tenant shall not assign his/her lease or sublet the Premises in whole or in part. Guests should not stay more than three days out of a seven-day period and tenants are responsible for their guests at all times while guests are visiting.
 10. **Other Tenant Obligations:** Unless otherwise agreed upon, the Tenant shall abide by the following or else fines and judicial action may be taken:
 - a. use the Premises for tenant purposes only and in a manner so as not to disturb other tenants; do not use the Premises for any unlawful or immoral purposes or occupy them in such a way as to constitute a nuisance;
 - b. keep the Premises, including but not limited to all plumbing fixtures, facilities and appliances, in a clean and safe condition;
 - c. cause no unsafe or unsanitary condition in the common areas and remainder of the Premises used by him/her and comply with any and all obligations imposed upon tenants by applicable building and housing codes;
 - d. dispose of all rubbish, garbage, ashes and other waste in a clean and safe manner and comply with all applicable ordinances concerning garbage collection, waste and other refuse;
 - e. 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;
 - f. not deliberately negligently destroy, deface, damage or remove any part of the Premises (including all furnishings, appliances and fixtures) or permit any person, known or unknown to the Tenant, to do so; be responsible for and liable to the Landlord 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 Landlord, his/her agent, or of third parties not invitees of the tenant, and natural forces;

- g. pay the costs of all utility services to the Premises which are billed directly to the Tenant and not included as a part of the agreement;
 - h. conduct him/herself and require all other persons on the Premises with his/her consent to conduct themselves in a reasonable manner and so as not to disturb other tenant's peaceful enjoyment of the Premises;
 - i. not abandon or vacate the Premises during the Initial Term or any renewals or extensions thereof. Tenant shall be deemed to have abandoned or vacated the Premises if Tenant removes substantially all of his/her possessions from the Premises;
 - j. promptly notify the Landlord of the malfunctioning of any equipment or potential damage to the facility.
10. **Lockouts:** pay \$10.00 lockout fee to staff when requesting assistance or a lockout key upon locking oneself out of his/her apartment.
 11. **Landlord's Obligations:** Unless otherwise agreed upon, the Landlord shall:
 - a. comply with the applicable building and housing codes to the extent required by such building and housing codes by making all repairs to the Premises directly or through the owner for non-university owned apartments as may be necessary to keep the Premises in a fit and habitable condition; provided, however, in accordance with Additional Provisions above, the Tenant shall be liable to the Landlord for any repairs necessitated by the Tenant's intentional or negligent misuse of the Premises;
 - b. keep all common areas, if any, used in conjunction with the Premises in a clean and safe condition.
 12. **Tenant's Default:** In the event the Tenant shall: (a) fail to pay the rent herein reserved as and when they 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 Landlord provides Tenant with written notice of such failure, then in either of such events and as often as either of them may occur, the Landlord, 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 his/her agreement or (ii) terminate the Tenant's right to possession of the Premises without terminating his/her agreement. Regardless of whether Landlord terminates his/her agreement or only terminates the Tenant's right of possession without terminating his/her agreement, Landlord shall be immediately entitled to possession of the Premises and the Tenant shall peacefully surrender possession of the Premises to Landlord immediately upon Landlord's demand. In the event Landlord terminates his/her agreement, all further rights and duties hereunder shall terminate and Landlord shall be entitled to collect from Tenant all accrued but unpaid rents and any damages resulting from the Tenant's breach. In the event the Landlord terminates the Tenant's right of possession without terminating his/her agreement, Tenant shall remain liable for the full performance of all the covenants hereof. In the event Landlord institutes a legal action against the Tenant to enforce the agreement or to recover any sums due hereunder, Tenant agrees to pay Landlord reasonable attorney's fees in addition to all other damages.
 13. **Landlord's Default, Limitation of Remedies and Damages:** Until the Tenant notifies the Landlord in writing of an alleged default and affords the Landlord a reasonable time within which to resolve the default, no default by the Landlord in the performance of any of the obligations herein agreed to by him/her or imposed upon him/her by law shall constitute a material breach of his/her agreement and the Tenant shall have no right to terminate his/her agreement for any such default or suspend his/her performance hereunder. In any legal action instituted by the Tenant against the Landlord, whether for partial or material breach or breaches of his/her agreement or any obligation imposed by law upon the Landlord, unless such breach or breaches shall constitute willful or wanton negligence on the part of the Landlord, the Tenant's damages shall be limited to the difference, if any, between the rent reserved in his/her agreement and the reasonable rental value of the Premises. It will be taken into account the Landlord's breach or breaches, and in no event, except in the case of the Landlord's willful or wanton negligence, shall the 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.
 14. **Alterations:** The Tenant shall not paint or decorate the Premises or make any alterations, additions, or improvements in or to the Premises. All alterations, additions, and improvements upon the Premises, made by either the Landlord or Tenant, shall become the property of the Landlord and shall remain upon and become a part of the Premises at the end of the tenancy hereby created. The tenant is responsible for paying to have the apartment restored to its original condition. The Tenant in The Oaks or Danieleley Center O-P does not have the option to remove the provided furnishings.
 15. **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.
 16. **Form:** The Landlord and Tenant hereby acknowledge that their agreement is evidenced by his/her form contract that may contain some minor inaccuracies when applied to the particular factual setting of the parties. The Landlord and Tenant agree that the courts shall liberally and broadly interpret his/her agreement, ignoring minor inconsistencies and inaccuracies, and that the courts shall apply the agreement to determine all disputes between the parties in the manner that most effectuates their intent as expressed herein. The following rules of construction shall be applied: (1) handwritten and typed additions or alterations shall control over the preprinted language when there is an inconsistency; (2) the agreement shall not be strictly construed against either the Landlord or the Tenant; (3) section headings are a substantive part of his/her agreement; (4) the invalidity of one or more provisions of his/her agreement shall not affect the validity of any other provisions hereof and his/her agreement shall be construed and enforced as if such invalid provision(s) were not included.
 17. **Notice:** Any notices required or authorized to be given hereunder or pursuant to applicable law shall be mailed or hand delivered to the following addresses: 2980 Campus Box, Elon NC 27244
 18. **Removal, Storage and Disposition of Tenant's Personal Property:**
 - a) If the Tenant shall at any time vacate the Premises leaving personal property thereon, then such personal property shall be deemed abandoned three (3) days after the Tenant has vacated the Premises, and the Landlord may thereafter remove such personal property from the Premises and donate it to any kind of charitable institution or organization without liability to the Tenant whether for trespass, conversion or otherwise.
 - b) Personal property shall be deemed abandoned if Landlord finds evidence that clearly shows the Premises have been voluntarily vacated after the paid rental period has expired and the Landlord has no notice of a disability that caused the vacancy. Tenant shall be presumed to have vacated the Premises five (5) or more days after Owner has posted conspicuously a notice of suspected abandonment both inside and outside the Premises and has received no response from Tenant.
 19. **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 Landlord pursuant to this agreement is enacted, amended, or repealed, the Landlord may, at his/her 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.
 20. **Natural Disasters:** In the event of a natural disaster (i.e. power failure) the landlord reserves the right to keep it a safe environment at all measures, including, but not limited to, temporary or permanent removal from the premises.