Elon University: Residence Life
Apartment Lease Agreement
2008-2009

Please read this document carefully: This lease agreement is a binding document that describes the terms, conditions, and provisions. If the student is under 18, a parent or guardian must sign this agreement along with the student.

I. General

Initial: _______________

1. The Premises: Located in the Town of Elon, County of Alamance, State of North Carolina, being as known and as 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 students, including the Tenant's failure to enter into an agreement and select an apartment, shall be bound by the terms of this lease agreement.

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 for the first month must be paid in full within 15 days of the date notice is provided to the tenant of their unpaid rent.

2. Late cancellation of lease (after June 1, 2008 or June 15, 2008) if enrolled: 
   - On or before April 30: $200 housing reservation fee refunded
   - May 1 – May 31: $100 housing reservation fee refunded
   - June 1 - June 15 (if applicable): $200 housing reservation fee refunded plus $200 late cancellation fee assessed if enrolled
   - If the agreement is terminated prior to the end of the lease term for the following reasons: withdrawal (medical and academic), transfer, graduation (permanent resident), or本科学生

3. 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.
   - The tenant should pursue the offer of on-campus apartment housing only if he/she is sure he/she wants to live in an on-campus apartment next year. If he/she contracts for on-campus apartment housing and later discovers he/she prefers to live in an apartment or commune from home, he/she cannot break the contract after the start of the lease (June 1, 2008 or June 15, 2008) if he/she continues to be enrolled as a full time student.
   - If the lease cancellation fee for the tenant is due before June 1, 2008 or June 15, 2008) if enrolled,
   - The tenant shall pursue the offer of on-campus apartment housing only if he/she is sure he/she wants to live in an on-campus apartment next year. If he/she contracts for on-campus apartment housing and later discovers he/she prefers to live in an apartment or commute from home, he/she cannot break the contract after the start of the lease (June 1, 2008 or June 15, 2008) if he/she continues to be enrolled as a full time student.
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3. Emotion 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, wholly or in part, by the Tenant or by operation of law, the Tenant shall:
   a. pay all utility bills due for services rendered, in accordance with the applicable laws and regulations; and
   b. keep the Premises in safe and clean condition; and
   c. cause no nuisance or insanitary condition in the common areas and hallways of the Premises.

5. Right of Entry & Inspections 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.

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 whatever losses occur in the Premises, or in the areas in, or around the unit. The Tenant is encouraged to carry insurance for protection against such losses.

2. Additional Provisions: All additional terms and conditions shall also be a part of this lease:
   a. Appointment: 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.
   b. Maintenance: The Tenant agrees to maintain the Premises in safe and satisfactory condition. All maintenance and repairs shall be the responsibility of the Tenant. The Tenant 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 whatever losses occur in the Premises, or in the areas in, or around the unit. The Tenant is encouraged to carry insurance for protection against such losses.

3. 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 visually impaired. Violation may result in lease termination and/or a fine and judicial action. Tenant also agrees to reimburse the Landlord for all reasonable costs, including, but not limited to, the cleaning and other facilities and appliances, in a safe and clean condition; and
   c. cause no nuisance or insanitary condition in the common areas and remainder of the Premises used by the Tenant; and
   d. comply with any and all regulations imposed upon tenants by applicable building and housing codes; and
   e. 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; and
   f. use a 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.

6. Grills: Use of charcoal or gas 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 and neighbors as they live. Excessive noise or large parties are not acceptable. Student participation 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 designated. Students are not allowed to park on the lawn of the designated housing facilities.

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. Tenant’s Duties Upon Termination: Upon any termination of the Tenancy created hereby, wholly or in part, by the Tenant or by operation of law, the Tenant shall:
   a. use the Premises for tenant purposes only and in a manner so as not to disturb other tenant’s peaceful enjoyment of the Premises; and
   b. promptly notify the Landlord of the malfunctioning of any equipment or potential damage to the facility.

12. Lockouts: Tenant shall pay $10.00 daily fee to staff when requesting assistance or a lockout key upon looking sinks, regarding all rubbish, trash, sewer out of the Tenant’s apartment.

13. 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 obligations which reasonably necessitate the Premises being in a fit and habitable condition; and
   b. furnish all common areas, if any, used in conjunction with the Premises in a clean and safe condition.

14. 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 of five (5) days from the date the Landlord provides Tenant with written notice of such failure, and
   c. in addition to any and all other rights and remedies provided by law, may at its option and with or without notice to Tenant, (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 the Landlord terminates his/her agreement, any damages and storage expenses, alternative interim housing expenses, and 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; and
   d. conduct himself/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; and
   e. 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 all his/her personal 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 invited to the Tenant, and natural forces;