

## OFFICE OF RESIDENCE LIFE

University Village Flats | Apartment Contract 2018-2019

unk.edu/housing | 308-865-9519 | apartments@unk.edu

### **Apartment Contract Period: August 1, 2018 – May 31, 2019**

#### **1. Parties**

- a. The BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA (the “University”), for and on behalf of the University of Nebraska at Kearney (“UNK”), hereby offers and agrees to provide residence at the University Village Flats, incidental to educational services provided by UNK, to one or more of the person(s) named in this Apartment Contract hereinafter referred to as Resident. Resident is jointly, if occupying residence with spouse/dependents, and individually responsible for fulfillment of all terms and conditions of the Apartment Contract.
- b. UNK does not discriminate based on race, color, ethnicity, national origin, sex, pregnancy, sexual orientation, gender identity, religion, disability, age, genetic information, veteran status, marital status, and/or political affiliation in its programs, activities, or employment.

#### **2. Resident Responsibility**

- a. UNK reserves the right to determine, designate, change/or restrict the utilization of University housing-managed facilities, including residence halls and apartments, or areas within the facilities and grounds and to make and/or change Resident assignments accordingly at any time.
- b. The Resident must read all housing information provided before signing this Apartment Contract. Residents who are under the age of 19 and qualify to live in University Village Flats must have a parent or legal guardian also read and acknowledge all housing information provided before signing the Apartment Contract. Typing in the parent/guardian’s name in the field on the Apartment Contract is required as well as entry of the Resident’s NUID. By signing the Apartment Contract, the Resident or parent/guardian understands and is obligated to abide by the terms. A letter will be sent via United States mail to the Resident or parent/guardian’s address provided in the Apartment Contract, confirming the Apartment Contract.
- c. The Resident is responsible for reading and abiding by all policies set forth by UNK and the Office of Residence Life, including but not limited to the Undergraduate and Graduate Catalog, Student Rights & Responsibilities, and the UNK Student Code of Conduct.

#### **3. Eligibility**

- a. University Village Flats offers apartment-style living for full-time Residents with priority given to Residents over the age of 21, Residents with spouses, Residents with children, Residents enrolled at the University of Nebraska Medical Center, and Residents pursuing a graduate degree, and faculty or staff. Documentation is required for the approval of non-

Resident spouse/dependents to reside with the Resident. A state issued certificate of marriage, birth certificate, or proof of guardianship is required.

- b. To qualify as a full-time Resident, undergraduates must be enrolled for a minimum 12 credit hours and graduate Residents for a minimum 6 credit hours, during each regular academic semester. No hours are required during the summer months if the Resident is pre-registered for a full academic load for the fall semester. Graduate Assistants enrolled for fewer than 6 hours must submit a letter from their department chairperson to [apartments@unk.edu](mailto:apartments@unk.edu) indicating their full time enrollment status in the department in order to qualify for housing under this Apartment Contract.
- c. Residents 16 years or younger are not allowed to reside in University housing without the approval of the Director of Residence Life.

#### 4. Residents with Disabilities

- a. UNK is committed to providing reasonable accommodation to Residents with disabilities in UNK housing. Residents with disabilities who believe they need an accommodation should complete the Disability Housing Accommodation Request Form: [http://www.unk.edu/offices/academic\\_success/dss/files/unk-disability-housing-accommodation-request.pdf](http://www.unk.edu/offices/academic_success/dss/files/unk-disability-housing-accommodation-request.pdf) and contact the Office of Disability Services for Residents (DSS) located in the Academic Success Office, 163 Memorial Resident Affairs Building, 308-865-8214, [unkdso@unk.edu](mailto:unkdso@unk.edu). UNK will accept and consider requests for reasonable accommodations in University housing at any time. However, Residents with disabilities should submit the Disability Housing Accommodation Request Form a minimum of 60 days prior to the desired move-in date.
- b. UNK also recognizes the importance of “Service Animals” as defined by the Americans with Disabilities Act Amendments Act (ADAAA) and the broader category of “Assistance Animals” under the Fair Housing Act that provide physical and/or emotional support to individuals with disabilities. UNK is committed to allowing individuals with disabilities the use of a Service Animal on campus to facilitate their full-participation and equal access to the University’s programs and activities. UNK is also committed to allowing Assistance Animals necessary to provide individuals with disabilities an equal opportunity to use and enjoy University housing. Residents may request to live with a Service or Assistance Animal by completing the Disability Housing Accommodation Request Form: [http://www.unk.edu/offices/academic\\_success/dss/files/unk-disability-housing-accommodation-request.pdf](http://www.unk.edu/offices/academic_success/dss/files/unk-disability-housing-accommodation-request.pdf).
- c. For more information on UNK’s reasonable accommodation policies please contact DSS or see [http://www.unk.edu/offices/academic\\_success/dss/index.php](http://www.unk.edu/offices/academic_success/dss/index.php).
- d. Faculty and staff with disabilities should contact the Office of Equity/Compliance at 308-865-8404 for information regarding reasonable accommodations in housing, including accommodations related to service animals and assistance animals.

## 5. Apartment Contract Period

- a. The Resident is financially obligated for applicable rent and fees herein defined. The Apartment Contract is a legally binding document for the entire Apartment Contract dates and can only be cancelled by the Resident as stipulated in Section 7 Apartment Contract Cancellation.
  - i. The first month's rent and METS fee (as defined in Section 10) will be assessed to the Resident account approximately one week prior to the designated check-in date.
  - ii. Monthly rent must be paid on or before the first business day of each month via MyBlue. If the first day of the month falls on a weekend or holiday, rent is to be paid on the next business day.
  - iii. Failure to pay the rent balance due by the 7<sup>th</sup> of the month, or immediate following business day if the 7<sup>th</sup> falls on a weekend or holiday, will result in a late payment fee assessed of \$20 for each month that it is late.
  - iv. Residents who have a balance of more than 60 days unpaid rent, will be notified that at the end of the current semester they will be required to vacate. The semester is defined as December 15 for fall term, May 15 for spring term, July 15 for summer term.
- b. Rent will be prorated based upon the move in date. Rent will not be prorated for moving out prior to the last day of the month.
- c. To be eligible as an occupant in the summer, between June 1 and July 31, enrollment as a full-time student in the upcoming fall term is required.
- d. The monthly apartment rate is effective August 1, 2018, to May 31, 2019. The Office of Residence Life will notify the Resident of a new apartment rate in writing at least 60 days prior to any change.

## 6. No Shows

- a. Any Resident not checked-in to their assigned apartment by 5:00 PM CST on the designated check-in date shall be considered a "no show" and will have their Apartment Contract cancelled. The first month's rent will not be refunded, nor will the down payment. Exceptions may be considered on a case by case basis.
- b. The Apartment Contract will be cancelled as of the scheduled check-in date unless an official notification of delay of arrival (written notice submitted via email to [apartments@unk.edu](mailto:apartments@unk.edu)) is received and accepted by 4:00 PM CST on the designated check-in date.

## 7. Apartment Contract Cancellation

- a. When a Resident signs an Apartment Contract, they are obligated to abide by the agreement for the full length of the Apartment Contract. If a Resident would like to cancel their Apartment Contract prior to the end date, a *Residence Life Apartment Contract Cancellation Form* must be completed and emailed to [apartments@unk.edu](mailto:apartments@unk.edu). It is understood that if the Resident cancels the Apartment Contract and the cancellation is approved by Residence Life, the Resident will still be responsible for the remainder of that month's rent as stipulated in Section 5.b.

- b. **Cancelling the signed Apartment Contract more than 7 days prior to move in date:**  
Resident would forfeit their \$250 down payment.
- c. **Cancelling the signed Apartment Contract within 7 days of the move in date:** Resident would forfeit their \$250 down payment and remainder of first month's rent.
- d. Approved cancellations to the Apartment Contract after check-in, include:
  - i. *Resident is graduating in December* – Resident must provide documentation 90 days prior to graduation.
  - ii. *Resident has a military obligation* – Resident must provide documentation immediately upon notification.
  - iii. *Resident is medically withdrawing* – Resident must provide documentation from the appropriate University office. The Resident must arrange to vacate the apartment within 48 hours, unless prior approval is given.
  - iv. *Resident is non-medically withdrawing* – Resident must provide written notification of withdrawal to [apartments@unk.edu](mailto:apartments@unk.edu). The Resident must arrange to vacate the apartment within 48 hours, unless prior approval is given.
  - v. *Resident relocating outside Kearney area (defined as more than 30 miles from campus) for an academic related purpose prior to end of Apartment Contract period* – Resident must provide documentation from the respective University department 60 days prior of intent to vacate or as soon as practicable.
- e. If a cancellation request is not approved, one additional month's rent from the date of check out will be assessed. In this case, the current month and future month's rent is not refunded.
- f. In two-bedroom units with two Apartment Contract holders, rent will be divided equally between both parties. If one party is released from the Apartment Contract, the other party will be charged the default rate equivalent to the one-bedroom apartment rate effective the **month after** the released party vacates the apartment. The remaining Apartment Contract holder will be given 30 days to find an additional Apartment Contract holder that meets the eligibility requirements, or be required to relocate to a one-bedroom apartment when one becomes available.

## 8. Application Fee and Down Payment

- a. The non-refundable application fee of \$50 for first time applicants is required with the Apartment Contract. The application fee is processed online via the Campus Housing tool in the Resident's MyBLUE account. Once the Apartment Contract is completed, it is valid and binding from the time it is signed until the end of the contract term.
- b. After receipt of the application fee, eligibility of the applicant is confirmed. When an apartment is offered to the Resident, the Apartment Contract must be completed in full in MyBLUE with a down payment of \$250 per Resident made via the payment link at that time. The down payment will be applied towards the first month's rent. For two-bedroom apartments, both Residents are required to pay the \$250 down payment.

## 9. Apartment Rates

- a. The most recent housing rates are available on the website:  
<http://www.unk.edu/offices/reslife/housing-rates--meal-plan.php>

- b. A meal plan is not included nor required with the Apartment Contract. Any Resident may purchase a meal plan by contacting UNK Dining Services:  
<https://new.dineoncampus.com/UNKearney>.

## 10. Managing the Environment Through Students (METS) Fee

- a. Each Resident will be charged a \$10 commons area fee. The University Village Flats - Managing the Environment Through Students (METS) fund covers common area damages within the apartment complex. Facility improvement items that benefit the residents will be purchased if fees remain at the end of a given term. This fee is non-refundable upon check-in of a Resident.

## 11. Occupancy and Guest Policy

- a. Residents are required to reside in the apartment in which they are assigned. Residents may not “trade” units with another resident.
- b. Residents may have guests in their apartment for no more than 3 consecutive nights. Additional policies are listed in the UNK Residence Life Student Rights and Responsibilities.
- c. The Resident may not transfer this Apartment Contract, sublease or give accommodations to long-term guests, boarders or lodgers. This Apartment Contract is non-assignable.

## 12. Housing During Academic Breaks

- a. University Village Flats remains open during all academic breaks in the Apartment Contract period. Residents may remain and are not required to leave campus.
- b. During the summer, June 1 through July 31, eligibility to reside in University Village Flats is subject to the stipulations in Section 5.c.

## 13. Damages and Lost Keys

- a. Residents are responsible for loss/damages to Residence Life property and will be assessed accordingly.
- b. If a Resident, spouse, or dependent loses their UNK ID card, they must notify Residence Life immediately via phone at 308-865-8519 during business hours or via email at [apartments@unk.edu](mailto:apartments@unk.edu) if outside business hours. The Resident, spouse, or dependent will be required to obtain a new ID card from the ID Card Office the next business day. Card replacement fees will apply.
- c. If a Resident, spouse, or dependent loses their issued apartment key, they must notify Residence Life immediately via phone at 308-865-8519 during business hours or via email at [apartments@unk.edu](mailto:apartments@unk.edu) if outside business hours. Residence Life will arrange to have the apartment re-keyed and new keys made with applicable charges assessed to the Resident account.

## 14. Apartment Entry

- a. The University reserves the right to enter an apartment for the purpose of inspecting the premises when an authorized agent of UNK has reason to believe the following:

- i. Housekeeping, maintenance, or repair may be necessary
  - ii. Health or safety concerns may be present
  - iii. Damage is or has been done to University property
  - iv. University policy and/or local, state, or federal laws are being violated
- b. The above list is not exhaustive and there may be other circumstances that warrant apartment entry as determined by UNK in its sole discretion.
- c. Please note that the Nebraska Uniform Residential Landlord and Tenant Act does not apply to an Apartment Contract through the University of Nebraska. As stated in Neb. Rev. Stat. § 76-1408(1), as amended, the Resident is entering into this housing lease Apartment Contract for a residence at an institution which is incidental to the provision of education services.

## **15. Apartment Upkeep**

- a. Furnishings and appliances are provided and must be used for their intended purpose. Furniture and appliances must remain in the assigned apartment.
- b. Waterbeds are not permitted.
- c. The only animals permitted in the apartments are non-carnivorous fish which live completely underwater or service/assistance animals that have been approved by the Disability for Student Services office (see Section 4.b.) Aquariums must be 10 gallons or less. No other animals are allowed.
- d. Alterations such as painting, wallpapering, etc., or additions to the apartment are not permitted.
- e. All personal property and belongings must be removed from the apartment by the vacate date or it will be considered abandoned.
- f. The environment in and around the apartment must maintain a reasonable level of cleanliness as determined by UNK at its sole discretion. This includes consistent trash removal.
- g. UNK will make necessary repairs for normal wear and tear. Other damages will be billed to the Resident account. Residents are responsible for reporting any maintenance concerns including furniture and appliances, by completing a work order online to UNK Facilities within 24 hours. Emergencies should be reported immediately to a hall staff member or the Office of Residence Life during business hours.
- h. Excessive expenses incurred by UNK to clean the apartment after it has been vacated shall be charged to the tenant.

## **16. Termination of Apartment Contract by UNK**

- a. UNK reserves the right to terminate the Apartment Contract if any one of the following applies:
  - i. Resident is no longer enrolled as a full-time student (see Section 3 Eligibility).
  - ii. Resident fails to claim the apartment assigned before 5:00 PM on the designated check-in date.

- iii. The behavior of the Resident, spouse, or dependent(s) is deemed not acceptable in accordance with UNK policies; including the UNK Student Code of Conduct and Residence Life Student Rights and Responsibilities.
    - 1. Residence Life Student Rights and Responsibilities:  
<http://www.unk.edu/offices/reslife/student-rights-and-responsibilities.php>
    - 2. UNK Student Code of Conduct:  
<https://www.unk.edu/offices/reslife/documents/university-of-nebraska-at-kearney-student-code-of-conduct.pdf>
  - iv. Resident fails to maintain the apartment assigned in a reasonable state of cleanliness and neatness.
  - v. Resident, spouse, or dependents willfully violate(s) any policy or procedure as prescribed in the Apartment Contract or University publications.
  - vi. Resident, spouse, or dependent(s) willfully fails to admit an officer/agent of the University for reasonable inspection or fails to comply with the directions issued by an agent/officer of the University.
  - vii. Resident, spouse, or dependent(s) allows any person or persons, other than immediate family (spouse and/or dependent children under 18 years of age with documentation previously provided to the Office of Residence Life) to assume residency in the apartment.
  - viii. Resident, spouse, or dependent(s) have displayed behaviors that are harmful and/or endangering to the life or welfare of others.
  - ix. Resident fails to pay monthly charges and applicable late fees with over 2 months accrued.
- b. Upon notice to the Resident, the Office of Residence Life may terminate the Apartment Contract for any breach of Apartment Contract by the Resident. The Resident will vacate the room within the timeline stated by the Office of Residence Life and pay all associated University charges and/or damages. Any Resident who's Apartment Contract has been terminated for policy violations will be held responsible for that current month's rent.
  - c. The University may temporarily suspend this Apartment Contract without notice in the event of a situation which would make continued operation of the apartment impossible, such as a natural disaster, fire, tornado, flood, earthquake, war, act of terrorism, invasion, hostilities, rebellion, insurrection, confiscation by order of government, military public authority, or prohibitory or injunctive orders of any competent judicial or other governmental authority.

## 17. Liability

- a. The Resident agrees to defend, indemnify and hold harmless the Board of Regents of the University of Nebraska, UNK, and their officers, employees, and agents from any and all liability, including claims, demands, costs, damages and expenses of every kind and description (including death) or damages to persons or property belonging to the Resident,

including property which may be lost, stolen or damaged in any way. The Resident agrees to hold harmless the Board of Regents of the University of Nebraska, the University of Nebraska at Kearney, and their officers, employees, and agents from and to indemnify them from any claims for damages sustained by the Resident or others in their room as a result of acts or omissions relating to any changes made by the Resident to the apartment.

- b. UNK assumes no responsibility and provides no financial protection for Resident's personal property. UNK and Residence Life strongly recommend renter's insurance for Resident's personal property.

## 18. Apartment Opening

- a. In the event of an unanticipated delayed opening of the Village Flats Apartments, Residents who have contracted for an apartment will be given the option to reside in a residence hall unit until their new apartment is available. A comparable rate would be offered if this short-term housing was necessary.

## 19. Changes and Corrections

- a. The University has made every reasonable attempt to ensure information contained herein is accurate at time of publication. However, the University reserves the right to make corrections as necessary and this agreement may be amended at any time. Also, because the Office of Residence Life tries to respond quickly to Resident concerns and to facilitate the best possible housing program, the University and Residence Life reserves the right to make changes in operations as needed.

## 20. Agreement

**I have read this Apartment Contract, the Residence Life Student Rights and Responsibilities, and the UNK Student Code of Conduct. By electronically signing this legally binding Apartment Contract, I am agreeing to abide by all stated terms and conditions and University policies. I guarantee payment of monthly rent and understand this is binding for the terms listed herein. I have read and understand all of the Apartment Contract policies.**

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