

University Village Flats | Apartment Contract 2022-2023

unk.edu/villageflats | 308.865.4840 | apartments@unk.edu



Apartment Contract Period: August 1, 2022 – July 31, 2023

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 is responsible for reading 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 University of Nebraska Student Code of Conduct.

3. Eligibility

- a. University Village Flats offers apartment-style living year-round 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 (UNMC), and Residents pursuing a graduate degree, and faculty or staff at UNK or UNMC. 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 legal guardianship is required.
- b. To qualify as a full-time Resident, undergraduates must be enrolled for a minimum of 9 credit hours during each regular academic semester. Graduate Students with an Assistantship, are eligible to be a full-time Resident with a minimum of 6 credit hours.

- c. Eligibility to stay June 1 through July 31 is dependent upon summer or future fall term enrollment on the UNK Campus.
- d. Residents 16 years or younger are not allowed to reside in University housing without the approval of the Director of Residence Life.
- e. Residents who withdraw from classes on the UNK campus will be required to vacate their apartment within 48 hours unless other arrangements are approved.

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: <https://www.unk.edu/dss> 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. 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: <https://www.unk.edu/dss>.
- c. For more information on UNK's reasonable accommodation policies please contact DSS or see <https://www.unk.edu/dss>.
- 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 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 housing@unk.edu.
- c. The Resident is financially obligated for applicable rent and fees herein defined.
 - i. The first month’s rent will be assessed to the Resident account approximately one week in advance of the check-in date.
 - ii. Monthly rent must be paid on or before the first day of each month via MyBLUE or at the UNK Student Accounts Office. If the first day of the month falls on a weekend or holiday, rent is to be paid on the next business day.
 - iii. If rent is not paid by the 7th of the month, a late payment fee of \$20 is charged for each month that it is late.
 - 1. If the 7th falls on a weekend or holiday, it must be paid on the first day of University business.

- d. Residents who have a balance more than 60 days of unpaid rent, will be notified to vacate at the end of the current semester. The semester is defined as December 15 for fall term, May 15 for spring term, July 15 for summer term.
- e. Rent will be prorated based upon the move in date.
 - i. For two-bedroom apartments, rent will be assessed to both residents on the day the first resident check-in.
- f. Rent **will not be** prorated for checking out prior to the last day of the month.
 - i. If a resident checks out on the first day of the month or after, they will be charged for the entire month's rent.
- g. The monthly apartment rate is effective August 1, 2022, to July 31, 2023. 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. Application & Apartment Fees

- a. **Application Fee** – First time applicants to UNK campus housing are required to pay a \$50 non-refundable application fee. The application fee is processed online via the Campus Housing Portal in MyBLUE.
- b. **Down Payment** - After receipt of the application fee, eligibility of the applicant is confirmed. When an apartment is offered to the Resident via email, the Apartment Contract must be completed in full in MyBLUE. The required down payment of \$250 must be paid via MyBLUE within 48 hours of the confirmation email.
 - i. The down payment will be applied towards the first month's rent. If the amount owed for the first month is less than \$250, due to a pro-rated check-in, the remaining balance is applied to the second month's rent.
 - ii. For two-bedroom apartments, both Residents are required to pay the \$250 down payment.
- c. **Managing the Environment Through Students (METS) Fee** – At the beginning of each term (Fall and Spring), residents will be charged a non-refundable \$5 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.

7. No Shows

- a. Any Resident not checked-in to their assigned apartment by the resident's designated check-in date and time sent via email shall be considered a "no show" and will have their Apartment Contract canceled. 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 canceled as of the scheduled check-in date unless an official notification of delay of arrival (written notice submitted via email to apartments@unk.edu) is received and accepted by 5:00 PM on the designated check-in date.

8. Apartment Contract Cancellation

- a. Cancellation of the Apartment Contract within 14 days prior to the check in date, results in forfeiting the \$250 down payment, unless withdrawal from classes is confirmed.
- b. Resident requesting to cancel the Apartment Contract prior to May 31st, must email apartments@unk.edu at least 60 days in advance. It is understood that if the Resident cancels the Apartment Contract and the cancellation is approved by Residence Life, the Resident will be responsible for the remainder of the current month's rent.

- c. Approved cancellations to the Apartment Contract after check-in, include:
 - i. Resident is graduating in December – Email documentation 60 days prior to graduation.
 - ii. Resident is transferring for the upcoming semester – Email documentation 60 days prior to check-out.
 - iii. Resident has a military obligation – Email documentation immediately upon notification.
 - iv. Resident is medically withdrawing – Email documentation from the appropriate University office. The Resident must arrange to vacate the apartment within 48 hours unless prior approval is given.
 - v. Resident is non-medically withdrawing – Email notification of withdrawal to apartments@unk.edu. The Resident must arrange to vacate the apartment within 48 hours unless prior approval is given.
 - vi. 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. Email documentation from the respective University department 60 days prior of intent to vacate or as soon as practicable.
- d. 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.
- e. In two-bedroom units with two Apartment Contract holders, rent is divided equally between both parties and charged to each resident's student account. If one party is released from the Apartment Contract the other party will be given 30 days from the vacate date of the released party, in which they must choose and complete one of the following actions:
 - i. The remaining party may find a new roommate, who meets the eligibility requirements to live at Village Flats with them and move into the vacated room.
 - ii. The remaining party may move into a one-bedroom apartment and pay the one-bedroom apartment rate
 - iii. The remaining party may vacate the unit within 30 days of the released party vacating or at the end of the term, whichever comes first.
 - iv. Pay the full amount to keep the two-bedroom apartment until the end of the contract term.

9. 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 in the UNK Residence Life Student Rights and Responsibilities and the Apartment Policy Handbook.
- 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.

10. 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 or key, they must notify the Village Flats Office immediately via phone at 308-865-4844 during business hours or via email at 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. Replacement fees will apply.

- c. The lockout policy is located in the Village Flats Handbook.

11. 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.

12. 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. Residents who abandon property after their vacate date, will be assessed an additional fee.
- 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's account. Residents are responsible for reporting any maintenance concerns including furniture and appliances, through the UNK Facilities Management Work Request System. Emergencies should be reported immediately to a Village Flats staff member or the Office of Residence Life.
- h. Excessive expenses incurred by UNK to clean the apartment after it has been vacated shall be charged to the tenant and charged to their student account. Faculty or staff will be invoiced by the University.

13. 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.
 - iv. A violation of the Residence Life Student Rights and Responsibilities and Village Flats Policy handbook occurs, found online <https://unk.edu/villageflats>.
 - v. A violation of the UNK Student Code of Conduct: <https://www.unk.edu/offices/reslife/documents/university-of-nebraska-at-kearney-student-code-of-conduct.pdf>.
 - vi. Resident fails to maintain the apartment assigned in a reasonable state of cleanliness and neatness.
 - vii. Resident, spouse, or dependents willfully violate(s) any policy or procedure as prescribed in the Apartment Contract or University publications.
 - viii. 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.
 - ix. 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. Resident, spouse, or dependent(s) have displayed behaviors that are harmful and/or endangering to the life or welfare of others.
 - x. 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 whose 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.

14. 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.

15. Changes and Corrections

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.

16. Novel Coronavirus ("COVID-19")

a. COVID-19 AND PUBLIC HEALTH-INFORMED POLICIES

- i. The University of Nebraska at Kearney aims to deliver its mission while protecting the health and safety of our students and minimizing the potential spread of disease within our community. As a resident within student housing, the 2019 Novel Coronavirus ("COVID-19") or similar public health crisis will impact your housing experience as Residence Life continues to make public health-informed decisions. The below policies and guidelines are incorporated into the contract and are applicable to all persons residing in Village Flats. As always, we will endeavor to update you with timely information about specific health and safety guidance important for our residential students.

b. HEALTH AND SAFETY RESPONSIBILITIES

- i. We expect that all members of the Housing community—residents, staff and visitors—act in a manner that demonstrates respect and consideration for those around them, including respect and consideration for the health and safety of all community members. All residential students are prohibited from creating a health or safety hazard within housing and the University or the University may request or require a resident to leave housing if their continued presence in the housing community poses a health or safety risk for community members. Residential students are required to comply with health and safety laws, orders, ordinances, regulations and health and safety guidance adopted by the University or housing as it relates to public health crises, including COVID-19. Adherence to health and safety requirements applies to all residents, staff and visitors and extends to all aspects of residential life, including bedrooms, bathrooms, community kitchens, lounges, computer rooms, courtyards and other common spaces.

c. QUARANTING/ISOLATION/SEPARATION

- i. At any time, the University may request or require a resident to leave housing when that resident's continued presence in the housing community poses a health or safety risk for community members. Residential students are required to comply with requests from Housing to leave their assigned space due to COVID-19 or other public health emergency and failure to do so is a violation of the contract and may subject a student to emergency removal from their assigned space. Not all housing residential rooms or halls are appropriate for self-quarantine or self-isolation, for example, and in those situations where a student is recommended to self-quarantine or self-isolate, students may not be permitted to continue residing in their residential space and will be provided alternative housing arrangements as needed. A temporary removal from housing to isolate or quarantine does not constitute a termination of a residential student's housing contract.

d. DE-DENSIFYING EFFORTS

- i. Residential students are required to comply with any de-densifying efforts needed on campus due to COVID-19 or other public health emergency, including, but not limited to, the relocation of all or some residential students to alternative housing. Relocation does not constitute a termination of a residential student's housing contract.

e. CONSOLIDATION

- i. Residential students are required to comply with any consolidation efforts needed on campus due to COVID-19 or other public health emergency, including, but not limited to, the relocation of all or some residential students to alternative housing in order to better use our staff/building resources. Relocation does not constitute a termination of the contract.

f. DINING

- i. Students living in Village Flats are not required to have a meal plan, though some students do opt into the dining program. Dining service, including where and how it will be offered to residential students, is subject to the discretion of the University and is subject to modification to address public health concerns. Due to health and safety guidance adopted by the University or UNK Dining, Dining may limit the occupancy of dining halls, limit the amount of time students may reside within dining halls or make other operational adjustments needed to address health and safety concerns.

17. Agreement

By electronically signing this Apartment Contract, I have read and agree to the terms of the Village Flats Policy Handbook, the Residence Life Student Rights and Responsibilities, and the UNK Student Code of Conduct. I understand this is legally binding for the contract term listed herein.



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