

UNIVERSITY of
NORTHERN COLORADO



Housing & Residence Life

**University Apartments 12 Month Lease
2009 – 2010**

STUDENT INFORMATION (please print):

Name ("Tenant") _____
 Student Bear # _____ - _____ - _____ Male _____ Female _____ Birth Date ____/____/____
 University Classification (mark one) _____ Undergraduate _____ Graduate _____ Faculty/Staff
 Contact Address _____

 Contact Phone Number (_____) _____ - _____ Cell Phone: (_____) _____ - _____
 Preferred E-mail Address _____

EMERGENCY CONTACT

Name _____ Relation: _____
 Address _____
 Phone Number (_____) _____ - _____

GENERAL INFORMATION

EFFECTIVE (BILLING) DATE OF LEASE IS AUGUST 1, 2009 / Move-in date ____/____/____

Occupancy _____ Single OR _____ Double (bedroom) MM / DD / YYYY

NOTE: All apartments are 2-bedroom units. By indicating "single" occupancy, Tenant will have possession of the entire apartment and be billed accordingly.

Apartment furnishing preference (Please rank 1st, 2nd and 3rd choices) ___Furnished ___ Unfurnished ___Either

The following questions are optional and used only to better match roommates. Your assignment may not necessarily be reflective of these answers but we make every effort to meet your requests.

*Do you smoke? _____ If not, do you mind living with someone who does? _____

NOTE: All apartments are NON-SMOKING. Tenants who choose to smoke must do so outside.

*What time do you typically go to bed (circle one)? 9pm 10pm 11pm 12am (or later)

*What time do you typically wake up (circle one)? 7am (or earlier) 8am 9am 10am

*Roommate request: List the name and Bear Number of your preferred roommate below.

(Roommate Name)

(Roommate Bear#)

How did you hear about us? Return Sign-Up the MIRROR Off-Campus Housing AIMS College
 Residence Life Web Site Friend Grad. School Other: _____

List all persons who will be living in the apartment in addition to the Tenant **and** indicate if UNC has permission to grant them access to the apartment by initialing the appropriate box.

| Name (first & last) | Relation | Age & Birth Date | Apartment Access OK? | Tenant Initials |
|---------------------|----------|------------------|----------------------|-----------------|
| | | | | |
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| | | | | |

I currently live in university housing and my deposit will carry over from my current residence hall.

My \$200 deposit accompanies this lease in the form of a check (payable to UNC) or credit card.

_____ Check (payable to UNC) _____ Visa _____ MasterCard _____ Discover

Card # _____ Verification # _____ Exp. Date ____/____/____

I have read, understand and accept the terms and conditions of this lease (found on the back of this document).

Tenant Signature

Date

OFFICE USE ONLY

Notes:

Priority Date: _____

Deposit #: _____

University Apartments Lease Terms and Conditions

Premises: Landlord, in consideration of the Lease payments provided in this Lease, leases to the Tenant, located at, 509 18th St., Greeley, Colorado, 80631.

Term: The lease term will begin on the move in date of the tenant.. Tenant is responsible for paying rent for the entire term of lease.

- Parties:** University of Northern Colorado, Housing & Residence Life University Apartments, hereinafter referred to as "Landlord" and Applicant, hereinafter referred to as "Tenant".
- Leased Premises:** Landlord, in consideration of the Lease rental payments provided in this Lease, leases to Tenant the Leased Premises, located at 509 18th St., Greeley, Colorado 80631, hereinafter referred to as the Leased Premises or apartment. No furnishings will be provided unless set forth on the Apartment Inventory. If furnishings are included, an inventory will be attached hereto and incorporated herein by reference.
- PERSONAL PROPERTY INSURANCE COVERAGE IS HIGHLY RECOMMENDED.**
- Definition of Lease:** Landlord has promulgated certain rules and regulations related to the occupancy of the Leased Premises. Tenant further agrees that Landlord may change or revise such Rules and Regulations without notice or consent of Tenant. Tenant agrees to abide by such Rules and Regulations. This document, together with Housing & Residence Life University Apartments Handbook, defines the additional terms and conditions of this Lease. Any Tenants and his/her invited guests/visitors are required to comply with the rules and regulations contained in the Handbook.
- If Tenant has ever been convicted of a sexual offense that requires registration pursuant to CRS 18-3-4125, please inform the Department of Housing & Residence Life in writing with your application.
- Lease Rate:** Tenant shall pay to Landlord monthly payments, payable in advance on the first (1st) day of each month. The Housing & Residence Life cost sheet is available on the website. The rates set forth in the latest edition of the cost sheet are applicable to the Leased Premises and are inclusive of all Tenant fees which provide social, cultural, and educational services. Rent payments shall be made to UNC at the Cashier's Office, Carter Hall Room 1002, Greeley, CO 80639; or on URSA.
 - Monthly Service Charge on Unpaid Rent:** Services charges will be assessed according to Landlord's accounting policy on all unpaid charges.
 - Rent Calculations:** Computation of the rent to be used at move in time and for refund purposes upon vacating will be based on a half month if Leased Premises are occupied for less than 15 days of month or a full month if occupied for 15 or more days of month.
 - Rent Change and Modifications:** Rates may be changed subject to the approval of Landlord's Board of Trustees. Notice of such change will be given at least thirty (30) days in advance of such change going into effect.
 - First Month's Rent:** The first half or full month's rent shall be paid to UNC at the Cashier's Office, Carter Hall Room 1002, Greeley, CO 80639; or on URSA, upon the effective date of this Lease.
 - Failure to Pay:** Failure to make payment of rent or other charges, including late rent payments by the 10th of each month may result in termination of this Lease by the Landlord unless Landlord provides a 3-day notice of eviction to Tenant.
 - Non-Sufficient Funds:** Tenant shall be charged \$20.00 for each "insufficient funds" check according to Landlord's policy for each check that is returned to Landlord for lack of sufficient funds.
 - Pets:** Tenant agrees not to keep or harbor any animal other than fish in one (1) ten (10) gallon aquarium. No other animals are allowed as specified in the Housing & Residence Life Apartments Handbook.
 - Subletting:** Tenant agrees to be the primary occupant for this apartment. Tenant shall not assign or sublet all or any portion of the Leased Premises to roomers, boarders, or lodgers without the written consent of the Director of Housing & Residence Life and/or her/his designee.
 - Health and Safety:** Tenant agrees to obey all city, state and federal laws relating to the use and care of the Leased Premises and shall abide by the rules and regulations as stated in the Housing & Residence Life University Apartments Handbook.
 - Alterations:** Tenant shall make no alterations, including but not limited to, paint, wallpaper, contact paper, lock changes, antenna, satellite dishes, fences or remodeling of any sort without the express written consent of the Landlord.
 - Abandoned Property:** Personal property left behind by Tenant following check-out and/or Lease termination is considered abandoned. Tenant shall be charged for any costs incurred by Landlord moving or removing abandoned property from the Leased Premises. Abandoned materials will be subject to University disposal procedures. Materials of personal, biological, or environmentally hazardous nature will be disposed of immediately. Unlicensed or inoperable vehicles left in parking lots, or adjacent parking, at any time will be towed. All costs associated with packing, disposal and/or towing will be charged to the Tenant via their university bill.
 - Utilities and Services:** Landlord shall be responsible for the following utilities and services in connection with the Premises: electricity, water, sewer, trash, extended cable, local phone and ResNet.
 - Waiting List:** In the event that an apartment is not immediately available at the time of executing this Lease, Tenant will be placed on a waiting list. While on the waiting list, Tenant may cancel this Lease at any time, and receive a full refund of his/her deposit.
 - Deposit and Cancellation:** At the time of the signing of this Lease, Tenant shall pay to Landlord a security deposit of \$200.00 to be held and disbursed for Tenant's damage to the Leased Premises and cleaning and which the deposit will be returned, or a portion thereof, as provided by law, within sixty (60) days of a Tenant vacating the Leased Premises. If Tenant decides to cancel this Lease prior to the commencement of this Lease, Tenant must submit a written notice to Landlord, thirty (30) days prior to the Tenant's requested move-in date. If the notice is not submitted prior to the thirty-(30) day requirement, Tenant's deposit of \$200.00 will be forfeited.

- Possession:** Tenant shall be entitled to possession on the first day of the term of this Lease, and shall yield possession to Landlord on the last day of the term of this Lease, in the same condition it was leased to Tenant, normal wear and tear excepted, unless otherwise agreed by both parties in writing. Tenant will be given keys to the Leased Premises and mailbox. If all keys are not returned to the Landlord (as logged on Apartment Inventory) at the termination of this Lease, Tenant shall be charged for each key not returned.
- Apartment Entry:** Landlord reserves the right to enter any apartment for inspection and/or maintenance purposes at all reasonable times. An apartment shall be entered when there is reasonable cause to believe a violation of rules, regulations, or state/federal law has occurred. Entry without notice may occur in emergencies where imminent danger to life, safety, health or property is feared. Access to apartments will not be granted to friends, relatives, or other students unless he or she is designated as a Tenant of the apartment identified in this Lease. Landlord shall have the responsibility to maintain the Leased Premises in good repair at all times.
- Habitability:** Tenant has inspected the Leased Premises and fixtures (or has had the Leased Premises inspected on his or her behalf) and acknowledges that the Leased Premises are in a reasonable and acceptable condition of habitability for its intended use, and the agreed Lease payments are fair and reasonable. If the condition changes to that, in Tenant's opinion, the habitability and rental value of the Leased Premises are adversely affected, Tenant shall promptly (within ten days) provide notice to Landlord.
- Tenant Qualifications for Occupancy:** The Leased Premises may not be occupied by more than five (5) persons, consistent with the specifications as outlined below. The following individuals and family (as defined below) are eligible to reside in University Apartments as follows:
 - Definition of eligible occupant and family and/or single status:** Landlord defines family as married couple, married couple residing together with no more than three (3) dependent children and/or one family member residing with them, couple not legally married, single parent residing with no more than three (3) dependent children and/or two (2) children and one (1) family member. Single individuals at least age 20 or having 20 credits, residing alone without roommates or residing with a roommate, may occupy the apartment.
 - Landlord requires:** Tenant be enrolled for and attend 6 or more credit hours undergraduate/5 credit hours graduate in the first semester of occupancy and every semester thereafter.
- Exceptions include:**
 - Tenant must be enrolled Spring Semester for the credit hours stipulated above and registered for Fall Semester for the credit hours stipulated above and not be required to be a student in the summer session. Fall semester pre-registration must be completed no later than one week prior to the end of Spring Semester.
 - Tenant completing thesis, dissertation hours, research projects or during semester of comprehensive exams may occupy apartment for two semesters, with letter from advisor, confirming academic status and timeframe for completion.
 - A member of UNC Faculty or Staff may reside at the University Apartments with an FTE of .50 or more.
- Graduation and/or Coursework Completion:** Graduating Tenants and any Tenant not continuing an academic course with the Landlord must vacate on or before the date set forth above (there's no date indicated above). This date will coincide with the last date of final exams and/or graduation, allowing approximately a 48-hour notice to complete formal check out of the apartment.
- Notification of Change in Student or Employment Status Change:** Tenant is required to notify Landlord, in writing, should there be any changes in student and/or employment status. Tenant will be required to vacate the Leased Premises should Tenant no longer be eligible to live in the apartment.
- Notice of Intent to Vacate:** Tenants are required to submit a written notice of intent to vacate, at least thirty (30) days prior to vacating the Leased Premises. This includes change in employment and/or student status. Failure to provide a 30-day notification will result in forfeiture of deposit.
- Waiver of Thirty-Day Notice of Intent to Vacate:** The thirty-(30) day Notice of Intent to Vacate is not required when Tenant's student/employment status is ended by the University (i.e., scholastic, disciplinary action, termination). The \$200 deposit will still be forfeited.
- Privacy:** Landlord has the responsibility for supervising access to and/or release of information about its students. Certain information about individual students is fundamental to the educational process and must be recorded. For the purposes of and Tenant, a student's name and campus address are considered public information and may be disclosed by UNC in response to inquiries concerning individual students, whether in person, in writing or over the telephone. If a Tenant wishes to restrict access to his/her directory information, please do the following:
 - Tenant may officially request, in person, at the University Registrar's office, that directory information related to them, not be disclosed (refer to University Catalog for specific definition/information regarding directory information).
 - Tenant should notify the Landlord when requesting Registrar to ensure privacy regarding release of information.
 - If such a request is not made, Tenant's name and campus address are considered public information and may be included in appropriate University directories and publications.
- Notice:** Any Landlord announcement shall be either delivered personally, or posted on the front door of the apartment, or mailed to the Tenant of the Leased Premises and is considered sufficient notice as required by law. Notices by Tenant under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed as follows: Housing & Residence Life, Campus Box 38, Greeley, Colorado 80639, (phone) 970-351-2721, (fax) 970-351-1950, E-mail: UA@UNCO.EDU. Such addresses may be changed from time to time, by either party, by providing notice as set forth above.
- Parking Regulations:** Tenants must display a University Parking Permit AND University Apartments parking pass in order to park in the University Apartments parking lot. University Apartments has an "Open" parking policy, which means, "first come first served". All visitors must purchase a daily permit from Parking Service.
- Check In/Out Procedure:** Tenant is required to formally check into the apartment with a designated Landlord staff member. An inventory form must be completed and returned to Landlord's office within 48 hours of official check in. Failure

- to do so may result in administrative sanctions and/or charges for cleaning, damages and improper check in/out. Keys will not be issued to the Tenant until the check in process is complete. Check Out Procedure: Tenant must secure an appointment to check out of an apartment by arranging an appointment with Landlord's designated representative at least five (5) working days in advance of departure.
- Defaults:** Tenant shall be in default of this Lease if Tenant fails to fulfill any Lease obligation or term by which Tenant is bound. Subject to any governing provisions of law to the contrary, if Tenant fails to cure any financial obligation within three (3) days (or any other obligation within five (5) days) after written notice of such default is provided by Landlord to Tenant, Landlord may take possession of the Premises without further notice (to the extent permitted by law), and without prejudicing Landlord's rights to damages. In the alternative, Landlord may elect to cure any default and the cost of such action shall be added to Tenant's financial obligations to Landlord under this Lease. Tenant shall pay all costs, damages, and expenses (including reasonable attorney fees and expenses) suffered by Landlord by reason of Tenant's defaults. All sums of money or charges required to be paid by Tenant under this Lease shall be additional rent, whether or not such sums or charges are designated as "additional rent".
- Cumulative Rights:** The rights of the parties under this Lease are cumulative, and shall not be construed as exclusive unless otherwise required by law.
- Liability:** Landlord, its officers, employees, agents and representatives, are not liable for any personal property of Tenant that may be lost, stolen or damaged in any way, anywhere on the Leased Premises, including any storage facilities. Tenant agrees to save, hold harmless, and indemnify Landlord, its officers, employees and agents, from any claims or damages substantiated by Tenant or other parties as a result of the acts or omissions of Tenant relating to any changes or modifications made by Tenant or Tenant's representative, to the Leased Premises' furnishings, including but not limited to, the construction of loft beds, bookshelves, water beds, partitions or other structures. Tenant will be financially responsible to Landlord in the event a third party is injured by Tenant's acts or omissions. Landlord is not liable for claims for damages whether Landlord knew of changes or not.
- Destruction or Condemnation of Premises:** If the Leased Premises are partially destroyed in a manner that prevents Tenant's use of the Leased Premises in a normal manner, and if the damage is reasonably repairable within 60 days after the occurrence of the destruction, and if the cost of repair is less than \$1,000.00, Landlord shall repair the Leased Premises and Lease payments shall abate during the period of the repair. However, if the damage is not repairable within sixty (60) days, or if the cost of repair is \$1,000.00 or more, or if Landlord is prevented from repairing the damage by forces beyond Landlord's control or if the property is condemned, this Lease shall terminate upon twenty (20) days' written notice of such event or condition by Landlord to Tenant. If the Leased Premises are damaged or destroyed and such damage or destruction has not been caused by Tenant, Tenant shall have the right to vacate as may be provided by law.
- Eviction:** Landlord may terminate this Lease, with a three-(3) day written notice to Tenant, based on any of the following grounds, including:
 - Eligibility:** Eligibility (as defined in Occupants section) of Tenant has changed such that the Tenant is no longer eligible to reside at the Leased Premises.
 - Rule Violations (Code of Conduct):** If Tenant contributes to disruption of the living environment by interfering with quiet enjoyment by the occupants or violates the rules and regulations relating to University Apartments (see Apartments and Student Handbooks).
 - Lease Violations:** Tenant has violated any provision of this Lease and/or rules established by the Landlord and/or the State.
 - Failure to Pay:** Failure to make payment of rent or other charges by the tenth (10th) or each month may result in termination of this Lease by the Landlord with three-(3) day notice of eviction.
 - Eviction Appeals:** Tenant has three (3) days to appeal a Lease termination to Landlord's designated representative. Violation of any Lease condition during the last thirty days of any Lease term and/or eviction period will result in disciplinary action or earlier termination of this Lease.
 - Termination of Lease:** Tenant agrees to give written thirty-(30) day notice of Intent to renew to the Landlord when:
 - Tenant intends to move from an apartment
 - Tenant is no longer intending to be a student and/or employee at UNC (this includes graduation)
 - Should Tenant abandon the Leased Premises without thirty- (30) day notice, Tenant will be charged rent for thirty (30) days from the date of notice
 - Failure to Give Notice: Failure to give written thirty- (30) day notice to vacate will result in loss of priority to renew or extend lease.
 - Termination Upon Sale of Premises:** Landlord may terminate this Lease upon thirty (30) days' written notice to Tenant should Landlord no longer be the owner of the Leased Premises.
 - Change and/or Modifications to the Contract:** Landlord reserves the right to make changes to this Lease with a minimum of thirty (30) days' written notice to Tenant.
 - Severability:** If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
- Governing Law:** This Lease shall be construed in accordance with the laws of the State of Colorado. Venue shall be in the courts of the City and County of Denver, Colorado.
- Entire Agreement/Amendment:** This Lease Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.



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