

Louisiana State University
Department of Residential Life -
Academic-Year Contract -

CONTRACT TERMS -

This contract governs Ed Gay Apartments.

Dates are based on the LSU regular academic calendar published in the LSU General Catalog. -

These Terms and Conditions are made and entered into with the Department of Residential Life of Louisiana State University for the rental of an apartment, subject to other University rules and policies which apply to students of Louisiana State University.

1. - Eligibility for Residence

Renting Students must be full-time LSU students, who meet at least one of the following criteria:

- a. - A single upper-class or graduate student 21 years or older.
 - i. - A single upper-class or graduate student 21 years or older without children, may have up to three roommates of their choosing without children, who are 21 years or older and are full-time registered upper-class or graduate students at LSU.
 - ii. - A single upper-class or graduate student 21 years or older with children, may have one roommate of their choosing without children, who is 21 years or older and is a full-time registered upper-class or graduate student at LSU.
- b. - Married and living with spouse and children, if any.
- c. - A parent with legal and physical custody of one or more dependent children, or children under the age of 21 years who are regularly enrolled LSU students.
- d. - A post-doctoral student or Research Associate who provides departmental verification of such appointment. However, priority goes to full time students.
- e. - No other adults or children, related or unrelated, are eligible to reside with you except for preapproved childcare arrangements as is provided by the Guest Policy referred to in the Family & Graduate Apartment Handbook. Any fees or penalties which are due pursuant to that policy shall be payable to LSU as additional rent. Visitors are limited to two weeks and must be registered with the Apartment Office.

2. - Duration, Renewal and Termination

- a. - These Terms and Conditions are for an entire Academic Year, August 1 through May 31.
- b. - Cancellation of an application must be made by the applicant in writing to the apartment assignments office by July 1 for the fall semester.
- c. - Keys to the apartment will be issued to the Renting Student and the number of keys will be equal to the number of registered roommate or spouse occupants.
- d. - Renting Students returning for the fall semester must submit a signed contract for the fall by May 1. Renting Students who do not submit a signed summer or fall contract by May 1 will be required to vacate on May 31.
- e. - Occupancy of the apartment may be terminated by the University by reason of conditions rendering the apartment uninhabitable, loss of eligibility for residence, occupancy by ineligible persons, delinquency in payment of rent, or failure by any occupant to comply with the provisions of the Terms and Conditions.
- f. - Occupancy of an apartment after the expiration of the Terms and Conditions, or after the effective date of a notice to terminate occupancy, will not automatically extend the Terms and Conditions.
- g. - If the occupants fail to check-out of the apartment properly, the following charges will be assessed: \$45 per mailbox and door lock change if key(s) are not returned, \$50 per day for belongings not removed, and/or \$10 for failure to obtain clearance slip from the apartment staff.
- h. - If the Renting Student is physically absent from the apartment and owes unpaid rent, and if the University has reason to believe in good faith that Renting Student has permanently vacated or abandoned the apartment, or Renting Student has failed to respond in writing within five (5) days to a notice posted on the apartment door, then the apartment will be deemed permanently abandoned by Renting Student, and the Lease shall terminate without further notice or process. In addition to any other of its remedies, the University may enter into abandoned premises to perform repairs and may relet the apartment. Any abandoned personal property shall be removed and destroyed, or may be seized and sold pursuant to the lien and privilege granted to the University, pursuant to Louisiana law. If Renting Student intends to be absent from the apartment for a period greater than five (5) days, the apartment staff must be notified in writing, in advance.

3. - Advance Rent, Application Fee, Rent, Payment and Penalties

- a. - A \$100.00 non-refundable advance rent payment and \$50.00 non-refundable application fee shall be paid to the University when a housing application is submitted. Applicable transaction fees may apply based on payment method.
- b. - Rent is to be paid to the Bursar's Office, 125 Thomas Boyd Hall, on the first day of each month or no later than the tenth day of each month. Collection of rent from roommates is the sole responsibility of the Renting Student. Rent not paid by the tenth day of each month is delinquent and such delinquency will be cause for termination of occupancy. Rent may be paid for an entire semester at registration and placed on the renting student's fee bill.

- c. Upon termination of occupancy, the apartment will be inspected for damages and cleanliness of apartment and University furnishings.
 - i. - Any charges will be charged against the Renting Student at the Bursar's Office.
 - ii. - If the Renting Student resigns from the University, they are responsible for 25% of the rent for the remainder of the rent for the remainder of the current semester in which they resign. A "Degree Only" candidate vacating before the end of the contract period is responsible for 25% of the rent for the remainder of current semester. Students who drop below full time or are currently not enrolled will vacate within five (5) days of written notice.
 - iii. - If the Renting Student moves to another space within Family & Graduate Apartments as a roommate prior to the end of the contract term, they are is responsible for 25% of the rent for the remainder of the current semester.
 - iv. - If the Renting Student moves to off-campus housing, they are responsible for 75% of the rent for the remainder of the Terms and Conditions of the academic year contract. Renting student is responsible for the full month's rent of May regardless of actual date the apartment is vacated. There will be no refunds for an early move out date.
 - v. - Graduating residents who supply proof of graduation may vacate after graduation before the end of the contract term without rental penalties. The daily rate will be applied through the actual move-out date.
 - vi. - Post-doctoral/Research Associates are responsible for 25% of the rent through the remainder of the current semester regardless of when their contract with their academic department expires.
- d. - If the contract is terminated by the University before its expiration date, refunds will be based on Section 3.c.

4. - Use of University Property by Occupants

- a. - The Renting Student is liable for any damages to University Property.
- b. - Renting Student will be responsible for the observance of all rules and regulations by all occupants of, and visitors to, the apartment. The parties agree that the application for this Lease, including all statements and promises contained in it, is a part of this Lease.
- c. - Alterations may not be made to the structure of the apartment, its furnishings or its surroundings, e.g. digging, planting, fencing or interior painting; erecting outside radio, television antennas or satellite dishes; modifying or tampering with electrical outlets, plumbing, heater, stove, refrigerator and the air conditioner.
- d. - No pets are allowed in the apartments with the exception of fish in a tank not to exceed thirty (30) gallons. This includes visitor's pets.
- e. - Occupants may not store gasoline motors, gasoline, oil paints, varnishes or any other explosive or flammable materials in or around the apartments.
- f. - Certain electrical appliances including electrical heaters, commercial deep freezers (over 1hp motor), clothes dryers, washing machines, or dishwashers may not be operated or stored in the apartment.
- g. - Personal belongings may not be stored in walkways, landings, or other public areas. Areas in front of apartments must have a 36" clear route of egress and fire escape. Clothing, rugs, or other items shall not be hung on the balconies, fences or trees. Bicycles or toys may not be chained to balconies or trees. Mops, brooms, indoor furniture (bed frames, mattresses, couches, desks, chairs, and bookcases), trash or other unsightly items may not be stored outside the apartment. Under no circumstances shall food be left outside the apartments.
- h. - Garbage or trash is to be disposed of only in the containers provided by the University. A \$25.00 fee will be assessed to the Renting Student for trash violations.
- i. - All self-propelled vehicles must be properly registered with Parking & Transportation Services or will be ticketed and towed. Cars, trucks, vans and motorcycles are not permitted on lawns, walkways or stairwells. A \$75.00 fee will be assessed to the Renting Student for grounds repair if their self-propelled vehicles are seen on lawns, walkways or stairwells.
- j. - The apartments and University supplied furnishings are to be kept clean and are the responsibility of the Renting Student if damaged other than normal wear and tear. Damages will be charged if not noted/corrected on the apartment inventory and charges will be made for any cleaning or repairs that must be done by the University.
- k. - The University assumes no responsibility for the loss of personal property by students. It is the responsibility of all occupants to procure insurance. Renting Student agrees to hold the University harmless for any such loss or damage.
- l. - The University assumes no responsibility for any personal injury caused in whole or in part by any negligent, grossly negligent, reckless, or intentional actions of Renting Student or any occupant residing with Renting Student. Renting Student hereby agrees to hold the University harmless for any such loss or damage.
- m. - Tobacco Free: The use and possession of tobacco and tobacco products is prohibited on campus. All apartments are tobacco free. Use of any tobacco product or electronic cigarette is not permitted inside any apartment, lobbies, hallways, bathrooms, or any other area inside or around the apartments.
- n. - Prohibited Items: pets, guns (including but not limited to firearms, BB guns, pellet guns, air pistols, and paint guns), ammunition (including spent shell casings), explosives, and illegal drugs are not allowed in LSU apartments under any circumstances. Any violation of this provision may result in immediate termination of this Lease, and you shall not be entitled to any refund for rent or advance rent or application fee.
- o. - Alcoholic beverages: Possession and consumption of alcoholic beverages in the apartments shall be in accordance with Residential Life, LSU, state, and federal regulations, statutes, and policies.

5. - Rights of the University

- a. - The University reserves the right of entry to any apartment at any reasonable time for the purpose of inspection, emergencies, repairs and pest control. Apartments occupied for more than 9 months will be subject to an announced annual inspection for repairs.
- b. - The University reserves the right to automatically adjust apartment rates annually based on escalation of operating costs.
- c. - The University reserves the right to modify the Terms and Conditions at the beginning of any regular semester or summer term.
- d. - The University reserves the right to reassign an occupant to another apartment.

- e. - In the event that the rent is increased or the Terms and Conditions modified, and in addition to other termination rights hereunder, the Renting Student shall have the right to terminate this agreement by giving written notice to the Department of Residential Life within five (5) days of notification to increase rent.
- f. - The University shall have the option to terminate the Contract upon a five (5) day notice posted to the door of the apartment if, in the sole discretion of the University:
 - i. - The conduct of the Student or of an occupant or visitor of their household is found to be detrimental to another, or to the complex living group;
 - ii. - The physical condition of the Student or his/their household renders continued occupancy of University housing unacceptable;
 - iii. - The Renting Student causes, allows or fails to correct a serious and continuing health hazard or dangerous conditions or causes or allows to be caused extensive and continuing physical injury or property damage or imminent danger thereof;
 - iv. - The Renting Student, a member of Renting Student's household, or invitee unlawfully manufactures, delivers, possesses with intent to deliver, or possesses a controlled substance or illegal drug in the apartment in violation of federal, state or local law, the University may terminate the Lease, entitling it to possession of the premises after twenty-four (24) hours written notice to Renting Student; or
 - v. - The Renting Student defaults in the payment of any single installation of rent or in the payment of any other sum required to be paid under this Lease or under the terms of any other agreement between Renting Student and the University, and if such default is not cured within five (5) days of written notice to Renting Student and any future delinquencies will be cause for immediate termination of contract: or
 - vi. - The Renting Student defaults in the performance of any other covenant or agreement hereof, and such default is not corrected by Renting Student within five (5) days after written notice to Renting Student (unless the default involves a hazardous condition which shall be cured forthwith upon written notice), the University may treat such event as a breach of this lease and, in addition to all other rights and remedies provided at law or in equity, may terminate this lease and the term created hereby, in which event the University may forthwith evict the Renting Student from the apartment in accordance with Louisiana law;
 - vii. - The Renting Student fails to adequately supervise their children or any children under their care.
 - viii. It is determined that any information contained in the Renting Student's application is false.
- g. - The University reserves the right to demand that Renting Student shall reimburse the University for all Legal Fees, costs and expenses legally recoverable that arise out of Renting Student's breach of this Lease.
- h. - The Terms and Conditions contained herein, along with the contents of Family & Graduate Apartment Handbook, constitute the entire agreement between Renting Student and the University, and no modification, waiver or amendment of the Lease or any of its terms, conditions or covenants shall be binding upon the parties unless made in writing and signed by Renting Student and the University. However, Renting Student also agrees to keep and observe such further reasonable rules and regulations as may later be promulgated by the University for the necessary, proper and orderly care of the premises.
- i. - Any notice, written or otherwise, required by this lease may be accomplished by written notice posted on the door of the apartment or through departmental broadcast email sent to occupant's University email account.

All occupants of the apartment other than the Renting Student shall agree and do hereby agree to abide by the terms and conditions set forth hereinabove, but shall not have any property rights in this lease.

Have you ever been convicted of, plead guilty to or no contest to a crime other than minor traffic offenses? Yes _____ No _____

Is any such criminal action currently pending or expected to be brought against you? Yes _____ No _____

If your answer to either of the previous questions is yes, please explain:

STUDENT NAME (PRINT): _____

STUDENT ID NUMBER: _____ - _____ - _____

I agree to abide by the contract terms listed above.

STUDENT SIGNATURE AGE DATE

ACCEPTANCE BY LSU.

This contract is accepted by LSU, Department of Residential Life, by signature of a duly authorized representative below.

Steven D. Waller, Assistant Vice President, Residential Life & Housing